

**BID DOCUMENT**  
**FOR EMPANELMENT OF AGENCIES/  
FIRMS FOR PROVIDING HIRED  
VEHICLES SERVICES IN CAG'S OFFICE**

**SR. ADMINISTRATIVE OFFICER (GS)  
OFFICE OF THE COMPTROLLER AND  
AUDITOR GENERAL OF INDIA  
POCKET 9, DEEN DAYAL UPADHYAYA  
MARG, NEW DELHI-110124.**

OFFICE OF THE COMPTROLLER AND AUDITOR GENERAL OF INDIA  
NEW DELHI

Tender No.279/GS/16-2015

Dated : 06 October 2015

**TENDER DOCUMENT FOR**

*Empanelment of Agencies / firms for providing hired vehicles services in the Office of the Comptroller and Auditor General of India.*

**TENDER NO. 279 –GSS/16-2015 Dated 06.10.2015**

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OFFICE OF THE COMPTROLLER AND AUDITOR GENERAL OF INDIA  
NEW DELHI

Tender No.279/GS/16-2015

Dated : 06 October 2015

**BRIEF INFORMATION ON BID DOCUMENT**

Tender No.	<b>No.279-GS/16-2015 DATED 06.10.2015</b>
Duration of Contract	One year from the date of agreement, which is extendable subject to satisfactory services
Last Date and time of submission	<b>Upto 1100 hours of 09.11.2015</b>
Date of opening Technical Bid	<b>At 1500 hours of 09.11.2015</b>
Date of opening of financial bids for technically qualified bidder	To be notified later
EMD	Rs.10,00,000/- (Rupees ten lakh only) in the form of crossed Demand Draft/Bank Guarantee in favour of PAO, Pr.Accountant General (Audit), Delhi, New Delhi, payable at New Delhi
Cost of Tender Document	Rs.1000/- (Rupees one thousand only)
Validity of Bid	120 days
Total Number of pages of Tender Document	50 pages
Address and Venue of submission of bids	Sr. Administrative Officer (GS), Office of the Comptroller and Auditor General of India, Pocket 9, Deen Dayal Upadhyaya Marg, New Delhi-110124.

# **SECTION-1**

## **(Notice Inviting Tender)**

OFFICE OF THE COMPTROLLER AND AUDITOR GENERAL OF INDIA  
NEW DELHI

Tender No.279/GS/16-2015

Dated : 06 October 2015

**NOTICE INVITING TENDER**

*Earnest Money Deposit: Rs.10,00,000- (Rupees ten lakh only)*  
*Tender Document Cost: Rs.1,000/- (Rupees One thousand only)*

Office of the Comptroller and Auditor General of India, New Delhi invites sealed bids under two bid system from reputed agencies for hiring of vehicles (Light Motor Vehicles) (AC) – Diesel driven, Petrol Driven and CNG Driven for its office as per the requirements specified in the Bidding Document.

Sealed bidding documents / tenders (Technical Bid and Financial Bid alongwith EMD) duly filled in as per the instructions of the Tender Document should be addressed to the Sr. Administrative Officer (GS), Office of the Comptroller and Auditor General of India, Pocket 9, Deen Dayal Upadhyay Marg, New Delhi-110124 and must reach **latest by 11.00 am on 09.11.2015. The tenders received after the above said scheduled date and time shall not be considered.**

The sealed bidding documents should be delivered in the GS Section of this office by the stipulated date and time. Tender Documents may be collected from GS Section, Office of the Comptroller and Auditor General of India, Pocket 9, Deen Dayal Upadhyay Marg, New Delhi on payment of Tender Cost of Rs.1,000/- through Bank Draft/Pay Order in favour of PAO, Accountant General (Audit), Delhi, New Delhi, payable at New Delhi on any working day between 3.00 pm to 5.00 pm.

The tender documents may also be downloaded from this office website <http://saiindia.gov.in> (Public Interface>Tender Notice). Those bidders who wish to download the tender documents from the office website should furnish the Tender cost of Rs.1000/- through Bank Draft/Pay Order alongwith the Bidding Documents and EMD

The Technical Bids shall be opened in the Committee Room of the office of the Comptroller and Auditor General of India, New Delhi on **09.11.2015 at 1500 hours** by the Committee authorized by the competent authority of the office of the Comptroller and Auditor General of India in the presence of such bidders or their authorized representatives who may wish to be present. In case any holiday is declared by the Government on the day of opening, the tenders shall be opened on the next working day at the same time. The financial bids of only those bidders whose Technical Bids are qualified, shall be opened by the Committee authorized for the purpose. The date, time and venue of opening of the financial bids shall be intimated to the technically qualified bidders.

The Competent Authority reserves the right to reject any or all the bids without assigning any reason and the decision of the competent authority of the office of the Comptroller and Auditor General of India, shall be final and binding.

**(Dinesh Kumar)**  
**Sr. Administrative Officer (GS)**

## **SECTION-2**

# **BID SUBMISSION FORM**

OFFICE OF THE COMPTROLLER AND AUDITOR GENERAL OF INDIA  
NEW DELHI

Tender No.279/GS/16-2015

Dated : 06 October 2015

**BID SUBMISSION FORM**

Date: .....

**LETTER OF BID**

To

Sr. Administrative Officer (GS)  
Office of the Comptroller and Auditor General of India  
Pocket 9, Deen Dayal Upadhyaya Marg,  
New Delhi-110124.

Ref: Invitation for **TENDER NO. 279–GSS/16-2015 DATED 06.10.2015**

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders.
2. We undertake to provide the hired vehicles services to your office in conformity with the Bidding Document.
3. Our bid shall be valid for a period of 120 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. If our bid is accepted, we commit to submit a performance security in accordance with the Bidding Documents.
5. We also declare that Government of India or any other Government body has not declared us ineligible or black listed us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.
6. We undertake, to enter into agreement as per the terms and conditions of the bidding document and bear all expenses including charges for stamps etc and agreement will be binding on us.
7. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid / lowest bid or any other bid that you may receive.

Yours sincerely,

Authorised Signatory  
(Authorised person shall attached a copy of Authorisation for signing on behalf of Bidding company)

Full Name and Designation  
***(To be printed on Bidder's letterhead)***

## **SECTION-3**

# **BIDDER PROFILE**



OFFICE OF THE COMPTROLLER AND AUDITOR GENERAL OF INDIA  
NEW DELHI

Tender No.279/GS/16-2015

Dated : 06 October 2015

**General:**

1. Name of the Bidder/ firm.....
2. Name of the person submitting the Bid "Shri/Smt.....
3. Address of the firm .....  
.....  
.....
4. Garage Address .....  
.....
5. Tel no. with STD code (O).....(Fax).....(R).....
6. Mobile No.....
7. E-mail.....
8. Registration & incorporation particulars of the firm:
  - i) Proprietorship
  - ii) Partnership
  - iii) Private Limited
  - iv) Public Limited

**(Please attach attested copies of documents of registration/ incorporation of your firm with the competent authority as required by business law. In case of Proprietary/Partnership firms, the Bid has to be signed by Proprietor/ Partner only, as the case may be)**

9. Name of Proprietor/Partners/Directors.....
10. Bidder's bank, its address and his current account number .....  
.....  
.....
11. Permanent Income Tax number, Income Tax circle .....  
**(Please attach copies of income tax return for last three years)** .....
12. Service Tax Number.....  
**(Please attach copies of Service Tax Registration Number)**
13. Particulars of EMD
  - i) Demand Draft / Bank Guarantee No.....
  - ii) Date.....
  - iii) Name of Bank.....

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NEW DELHI**

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- iv) Address of Bank.....
- v) Validity of BG/DD.....

**14. Particulars of Tender Fee**

- i) Demand Draft No. ....
- ii) Date. ....
- iii) Name of Bank.....
- iv) Address of Bank. ....
- v) Validity of DD.....

**UNDERTAKING**

1. I, the undersigned certify that I have gone through the terms and conditions mentioned in the bidding document and undertake to comply with them.
2. The rates quoted by me are valid and binding upon me for the entire period of contract and it is certified that the rates quoted are the lowest rates as quoted in any other institution in India.
4. I/We give the rights to the competent authority of the office of the Comptroller and Auditor General of India to forfeit the Earnest Money/Security money deposit by me/us in case of breach of conditions of Contract.
5. I hereby undertake to provide the hired vehicles services as per the directions given in the tender document/contract agreement.

**Place:**

**Date:**

Signature of Bidder/Authorized signatory.....

Name of the Bidder.....

Seal of the Bidder

## **SECTION-4**

# **CERTIFICATE REGARDING NEAR RELATIVES**

OFFICE OF THE COMPTROLLER AND AUDITOR GENERAL OF INDIA  
NEW DELHI

Tender No.279/GS/16-2015

Dated : 06 October 2015

**CERTIFICATE**

**Certificate on Non-Participation of near Relatives in the tender**

I \_\_\_\_\_, S/O \_\_\_\_\_, R/O \_\_\_\_\_  
\_\_\_\_\_ hereby certify that none of my relative(s) as defined in tender document is/are employed in CAG'S OFFICE as per details given in tender document. In case at any stage, it is found that the information given by me is false/incorrect, CAG'S office shall have the absolute right to take any action as deemed fit, without any prior intimation to me.

*Signed* \_\_\_\_\_

For and on behalf of the Transporter  
Name (caps) \_\_\_\_\_

Position \_\_\_\_\_

*Date* \_\_\_\_\_

## **SECTION-5**

# **INSTRUCTIONS TO THE BIDDERS**

OFFICE OF THE COMPTROLLER AND AUDITOR GENERAL OF INDIA  
NEW DELHI

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Dated : 06 October 2015

**INSTRUCTIONS TO THE BIDDERS**

**1. GENERAL INSTRUCTIONS**

- 1.1 For the Bidding / Tender Document Purposes, 'Office of the Comptroller and Auditor General of India' shall be referred to as 'Client' and the Bidder / Successful Bidder shall be referred to as 'Contractor' and / or Bidder or interchangeably.
- 1.2 The sealed bidding documents should be delivered in the GS Section of this office by the stipulated date and time. Tender Documents may be collected from GS Section, Office of the Comptroller and Auditor General of India, Pocket 9, Deen Dayal Upadhyay Marg, New Delhi on payment of Tender Cost of **Rs.1000/-** through Bank Draft/Pay Order in favour of PAO,Pr. Accountant General (Audit), Delhi, New Delhi, payable at New Delhi on any working day between 3.00 pm and 5.00 pm.
- 1.3 The tender documents may also be downloaded from this office website <http://saiindia.gov.in> (Public Interface>Tender Notice). Those bidders who wish to download the tender documents from the office website should furnish the Tender cost of **Rs.1000/-** through Bank Draft/Pay Order alongwith the Bidding Documents and EMD.
- 1.4 While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.
- 1.5 Each page of the Tender documents must be stamped and signed by the person or persons submitting the Tender in token of his/their having acquainted himself/ themselves and accepted the entire tender documents including various conditions of contract. Any Bid with any of the Documents not so signed is liable to be rejected at the discretion of the Client. **NO PAGE SHOULD BE REMOVED/DETACHED FROM THIS BIDDING DOCUMENT.**
- 1.6 The bidder shall attach the copy of the authorization letter / power of Attorney as the proof of authorization for signing on behalf of the Bidder.
- 1.7 All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids, not accompanied with EMD of requisite amount/format, or any other requirements, stipulated in the tender documents are **liable to be rejected.**
- 1.8 The parties to the Bid shall be the 'Bidders' (to whom the work has been awarded) and the Office of the Comptroller and Auditor General of India, New Delhi.
- 1.9 For all purposes of the contract including arbitration thereunder, the address of the bidder mentioned in the bid shall be final unless the bidder notifies a change of address by a separate letter sent by registered post with acknowledgement due to the Office of the Comptroller and Auditor General of India. The bidder shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.

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- 1.10 The requirements of number of vehicles is tentative and may increase or decrease at the sole discretion of the competent authority of the Client.

## **2. MINIMUM ELIGIBILITY CRITERIA**

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

- a. **Legal Valid Entity** : The Bidder shall necessarily be a legally valid entity. A proof for supporting the legal validity of the Bidder shall be submitted.
- b. **Financial Capacity**: The bidders should have the minimum total turnover of Rupees **One (01) crores in each of the last 3** financial years in the similar business of providing hired vehicles services (2012-13, 2013-14 and 2014-15). Relevant proof in support shall be submitted.
- c. **Registration**: The Bidder should be registered with the Income Tax, Service Tax Department. Supporting proof in support shall be submitted.
- d. **Experience**: The Bidder should have experience in the similar field of providing hired vehicles services in the Central Government's Ministries / Departments, PSUs, Autonomous Bodies / Bodies / Organizations under Central Government for the last three years continuously (the period to be calculated from April 2010 till March 2015). Relevant proof in support shall be submitted.
- e. The Bidder shall ensure that the vehicles should not be more than 3 years old as on the date of providing the vehicles in the office.

### **2.1 Documents supporting the Minimum Eligibility Criteria**

- (i) In proof of having fully adhered to the minimum eligibility criteria at 2(a), attested copy of Incorporation Certificate issued by the Companies Registrar; or registration with the Department of Tourism or power of attorney or any other deed in support of Proprietorship / Partnership company shall only be acceptable.
- (ii) In proof of having fully adhered to minimum eligibility criteria at 2(b), attested copy of the **audited balance sheets** (audited by Chartered Accountant) for the completed three financial year i.e. for 2012-13, 2013-14 and 2014-15.
- (iii) In proof of having fully adhered to minimum eligibility criteria at 2(c), attested **copy of PAN and Service Tax** shall be acceptable.
- (iv) In proof of having fully adhered to minimum eligibility criteria at 2(d), **attested copy of work orders** alongwith **work completion certificates / ongoing work certificates** (starting from April 2012 till March 2015) issued by the Central Government's Ministries / Departments, PSUs, Autonomous Bodies / Organizations under Central Government in support of having experience shall be acceptable.

## **3. EARNEST MONEY DEPOSIT:**

- 3.1 This bids should be accompanied by an Earnest Money Deposit of Rs.10,00,000/- (Rupees ten lakh only) in the form of Bank Guarantee/Demand Draft of any nationalized bank. The validity of the Bank Guarantee/Demand Draft must be up to 3 (three) months starting from the date of submission of the bids. The Bank Guarantee / Demand Draft shall be in favour of **PAO, Pr.Accountant General (Audit), Delhi and payable at New Delhi.**
- 3.2 No request for transfer of any previous deposit of earnest money or security deposit or

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adjustment against any pending bill held by the Department in respect of any previous work shall be entertained.

- 3.3 Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bid security shall be forfeited to the Government.
- 3.4 The bids without Earnest Money shall be summarily rejected.
- 3.5 No claim shall lie against the Government / Department in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit. Conditional bids / offers shall be summarily rejected.
- 3.6 **The bid security shall be forfeited:**
- (i) If the bidder withdraws his bid during the period of bid validity specified by the bidder in the terms and conditions of bid; or
  - (ii) In case of successful bidder, if the bidder
    - (a) Fails to sign the contract in accordance with the terms of the tender document
    - (b) Fails to furnish required performance security in accordance with the terms of tender document within the time frame specified by the Client.
    - (c) Fails or refuses or in case of lapse / default to honour his own quoted prices for the services or part thereof.
  - (iii) If at any stage, any of the information / declaration given by the bidder is found false.

#### **4. VALIDITY OF BIDS**

- 4.1 Bids shall remain valid and open for acceptance for a period of **120 days** from the last date of submission of Bids.
- 4.2 In case Client calls the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.
- 4.3 The Client may request for extension for another period of 60 days, without any modifications and without giving any reasons thereof.

#### **5. PREPARATION OF BIDS**

- 5.1 Language : Bids and all accompanying documents shall be in English or in Hindi
- 5.2 **TECHNICAL BID:** Technical Bid should be prepared as per the instructions given in the Tender Document alongwith all required information, documents in support of the minimum eligibility criteria, Valid EMD of requisite amount.

Documents comprising the Technical Bid :

- a. Bid Submission **Form** duly signed and printed on Company's **letterhead**
- b. Bidder's profile with undertaking



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- b. Signed and Stamped on each page of the tender document.
- c. All Forms, duly filled and signed and stamped
- e. Earnest Money Deposit of Rs.10,00,000/-
- f. All attested supporting document in proof of having fully adhered to minimum eligibility criteria.

The Technical Bid should then be kept in a separate sealed envelope, superscribed as "Technical Bid for **Tender No.279/GS/16-2015 dated 06.10.2015** with the Name and address of the Bidder.

- 5.3 **FINANCIAL BID:** Bidder should prepare financial Bid in the Price Schedule as provided in the Tender Document. Then the financial bid should be kept in a separate sealed envelope, superscribed "**Financial Bid for Tender No.279/GS/16-2015 dated 06.10.2015** with the Name and address of the Bidder.

## **6. SUBMISSION OF BIDS**

- 6.1 The Bidder shall submit his bid in a sealed envelope containing **two separate** sealed envelopes consisting of (i) Technical Bid and (ii) Financial Bid, clearly subscribing so and the two envelopes shall be kept in another single sealed envelope and duly superscribed.
- 6.2 The Bid shall be submitted not later than **1100 hours of 09.11.2015** addressed to Sr. Administrative officer (GS), Office of the Comptroller and Auditor General of India, Pocket 9, Deen Dayal Upadhyaya Marg, New Delhi.
- 6.3 Bidders sending their bids through courier should also ensure that their bids are received on the said address by the stipulated date and time. No time extension for couriers shall be granted.
- 6.4 Bids must be received in the office at the address specified above not later than the date and time stipulated in the notification. No Bid shall be accepted after the aforesaid date and time. However the competent authority of the office of the Comptroller and Auditor General of India reserves right to extend the date / time for receipt of bids, before opening of the Technical Bids.
- 6.5 **Late Bids : Any Bid received by the office after the deadline for submission of bids, as stipulated above, shall not be considered and will be returned unopened to the bidder.**

## **7. BID OPENING PROCEDURE**

- 7.1 The Technical Bids shall be opened in the Committee Room of the office of the Comptroller and Auditor General of India, New Delhi **on 09.11.2015 at 1500 hours** by the Committee authorized by the competent authority of the office of the Comptroller and Auditor General of India in the presence of such bidders who may wish to be present or their representatives.
- 7.2 The financial bids of only those bidders whose Technical Bids are qualified, shall be opened by the Committee authorized for the purpose. The date, time and venue of

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opening of the financial bids shall be intimated to the technically qualified bidders.

- 7.3 A letter of authorization shall be submitted by the Bidder's representative before opening of the Bids.
- 7.4 Absence of bidder or their representative shall not impair the legality of the opening procedure.
- 7.5 All the presented Bidders or their representative shall be required to sign the main bid envelope to ensure the correctness of the bid.
- 7.6 After opening of the Technical Bids and verifying the EMD amount, the technical bids shall be evaluated later to ensure that the bidders meets the minimum eligibility criteria as specified in the Tender Document.
- 7.7 Refusal to sign the bid envelope by the bidder or his representative, may disqualify his bid based on the decision of the Tender Opening Committee.
- 7.8 Bids shall be declared as Valid or Invalid based on the preliminary scrutiny, i.e. verification of EMD, by the Tender Opening Committee. However, detailed evaluation shall be done only in respect of Valid Bid.
- 7.9 Invalid Bids shall be returned on the spot, to the bidder or his representative who is present. In other cases, the bids shall be dispatched by speed post to their address with the remarks of the Tender Opening Committee.
- 7.10 The date fixed for opening of bids, if subsequently declared as holiday by the Government, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working date, time and venue remaining unaltered.

**8. CLARIFICATION ON TECHNICAL BID EVALUATION.**

- 8.1 The technical bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the Client may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the Client shall not be considered. The Client's request for clarification and the response shall be in writing.
- 8.2 If a bidder does not provide clarifications of its bid by the date and time set in the Client's request for clarification, the bid may be rejected.
- 8.3 Client also reserves right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder.

**9. TECHNICAL BID EVALUATION (SEGREGATED TYPE)**

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- 9.1 The Client shall follow segregated bid evaluation system where the technical bid and financial bid shall be evaluated separately.
- 9.2 The technical bid evaluation shall be done based on the following criteria:
- (i) The responsiveness of the bid, i.e; receipts of duly filled, signed and accepted bid documents in complete form, including Authorisation letter.
  - (ii) Receipt of valid EMD with requisite amount in acceptable format.
  - (iii) Documents in proof of meeting the minimum eligibility criteria.
  - (iv) Any other documents as required to support the responsiveness of the bidder, as per tender.
- 9.3 A substantially responsive bid shall be one that meets the requirements of the bidding document in totality. The technical bid not meeting the minimum requirements as per the tender document, shall be rejected and their financial proposals will be returned unopened.
- 9.4 The bidder who qualifies in the technical evaluation stage shall only be called for opening of financial bids. Client shall intimate the bidders, the time/ venue for the financial Bid opening in written communication.

**10. FINANCIAL BID OPENING PROCEDURE**

- 10.1 The Financial Bids of all the technically qualified Bidders shall be opened on the appointed date and time in presence of the qualified bidders/their authorized representatives, who choose to be present at the time of opening of the financial bids.
- 10.2 Absence of bidders or their authorized representatives shall not impair the legality of the process.
- 10.3 Mere becoming the lowest bidder, prior to financial bid scrutiny will not give any right to the Lowest bidder to claim that he is successful in the bidding process.

**11. RIGHT OF ACCEPTANCE:**

- 11.1 The Office of the Comptroller and Auditor General of India reserves all rights to reject any bid including of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific bids. The decision of the Competent Authority of the Office of the Comptroller and Auditor General of India in this regard shall be final and binding.
- 11.2 Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bidder's bids liable for rejection.
- 11.3 The competent authority of the office of the Comptroller and Auditor General of India reserves the right to award any or part or full contract to any successful agency (ies) at its discretion and this will be binding on the bidders.
- 11.4 In case of failure to comply with the provisions of the terms and conditions mentioned, by the agency (ies) that has/have been awarded the contract, the competent authority of the Office of the Comptroller and Auditor General of India reserves the right to award the contract to the next higher bidder or any other outside agency and the difference of price

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shall be recovered from the defaulter agency who has been awarded the initial contract and this will be binding on the bidders.

- 11.5 The office of the Comptroller and Auditor General of India may terminate the Contract if it is found that the Contractor is black listed on previous occasions by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertaking etc.

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

- 12.1 After determining the successful Lowest Bidder(s), Client shall issue a Letter of Acceptance (LoA), in duplicate, to all the empanelled Agency(s) / Firm(s) who will return one copy to Client duly acknowledged, accepted and signed by the authorized signatory, within **Three (3) days** of receipt of the same by him.

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

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

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

- 13.1 The Earnest Money Deposit of the unsuccessful bidders in the *technical Bid evaluation stage* shall be returned along with their unopened financial bids within seven (07) days after opening of the eligible financial Bids.

- 13.2 The Earnest money Deposit of the unsuccessful bidders in the *financial bid evaluation stage* shall be returned within seven (07) days, on award of contract to the Successful bidder.

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

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

## **SECTION-6**

# **GENERAL CONDITIONS OF CONTRACT (GCC)**

OFFICE OF THE COMPTROLLER AND AUDITOR GENERAL OF INDIA  
NEW DELHI

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**1. DEFINITIONS**

**1.1 General**

In this Contract including the Schedules the following words and expressions shall (unless the context requires otherwise) have the meaning assigned to them in this Schedule.

“Agreement”	The word “Agreement” and “Contract” has been used interchangeably.
Party	The word “party” means the Successful Bidder(s) to whom the work of providing hired vehicles services has been awarded and the Client “Office of the Comptroller and Auditor General of India”.
Letter of Acceptance	Shall mean the intent of the Client to engage the successful bidder for providing hired vehicles services in its premises
Notice to Proceed	Shall mean the date at which the hired vehicles services are to commence in Client’s premises
‘Confidential Information’	shall mean all information that is not generally known and which is obtained / received during the tenure of the contract and relates directly to the business / assets of Client including the information having the commercial value.
Termination Date”	Shall mean the date specified in the notice of Termination given by either Party to the other Party, from which the Contract shall stand terminated.
Termination Notice	Shall mean the notice of Termination given by either Party to the other Party
Contractor	Shall mean the successful bidder to whom the work of providing hired vehicles services in Client’ premises has been awarded.

**1.2 CONFIDENTIALITY**

1.2.1 The Contractor shall take all precautions not to disclose, divulge and / or disseminate to any third party any confidential information, proprietary information on the Client’s business or security arrangements (including but not limited to the Assignment Instructions, Schedules and other subsequent Agreements) and/or business of the Client. The obligation is not limited to any scope and the Contractor shall be held responsible in case of breach of the confidentiality of Client’s information.

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

**2. PERFORMANCE BANK GUARANTEE (SECURITY DEPOSIT)**

2.1 The successful bidder(s) within fifteen days of the acceptance of the LoA shall execute a Performance Bank Guarantee in the form of a Bank Guarantee / Fixed Deposit of any nationalized bank, a sum which shall be equivalent to 8% of the estimated value of

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contract, as may be decided by the Client, in favour of PAO, Pr.Accountant General (Audit), Delhi, New Delhi, payable at New Delhi.

- 2.2 The Bank Guarantee can be forfeited by order of the competent authority of the Office of the Comptroller and Auditor General of India in the event of any breach or negligence or non-observance of any terms/condition of contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, such portion of the said Bank Guarantee as may be considered by the Office of the Comptroller and Auditor General of India sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firm's bill has been received and examined.
- a) If the contractor is called upon by the competent authority of the office of the Comptroller and Auditor General of India to deposit Security and the contractor fails to provide the security deposit within the period specified such failure shall constitute a breach of the contract and the Office of the Comptroller and Auditor General of India shall be entitled to make other arrangements at the risk, cost and expense of the contractor.
- b) On due performance and completion of the contract in all respects, the Security Deposit will be returned to the contractor without any interest on presentation of an absolute No Demand Certificate in the prescribed form and upon return in good condition of any specifications, samples or other property belonging to the purchaser, which may have been issued to the contractor

### **3. NOTICE TO PROCEED**

After the acceptance of the LoA and securing Performance Bank Guarantee from the successful bidder, Client shall issue the 'Notice to proceed', to the contractor authorising him to provide hired vehicles services in the Office.

### **4. SIGNING OF CONTRACT AGREEMENT**

- 4.1 The successful Bidder shall enter into contract and shall execute and sign the Contract Agreement in accordance with the Articles of Agreement before commencement of the services.
- 4.2 Client shall prepare the draft Articles of Agreement in the Proforma included in this Document, duly incorporating all the terms of agreement between the two parties and send the same in duplicate to the successful Bidder for their concurrence.
- 4.3 The successful Bidder shall return the duly concurred copies of the draft Articles of Agreement within **Two (02) days** of receipt of the draft Articles of Agreement from Client, duly printed on the correct amount of stamp paper, duly adjudicated by the registrar of stamps where the contract is proposed to be executed.
- 4.4 The competent authority of the Client shall sign the Contract agreement and return a copy of the same to the successful bidder.

### **5. HIRING OF VEHICLES**

After the acceptance of the LoA and securing Performance Bank Guarantee from the successful and empanelled bidder(s), Client shall hire vehicles for its requirements at its discretion from the

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empanelled bidders. The empanelled and successful bidders shall adhere to the conditions, timelines as may be defined by the Client.

**6. COMMENCEMENT OF SERVICES**

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

- 6.1 After issuance of Letter of Acceptance (LoA) by the Client to the empanelled Suppliers.
- 6.2 Submission of Performance Bank Guarantee in accordance with Clause 2 (Section-6)

**7. CONTRACTOR'S OBLIGATIONS**

- 7.1 The empanelled Contractor shall provide hired vehicles services to Client's per the terms and conditions of the tender document which may be amended from time to time by the Client during the Contractual period and it shall always form part and parcel of the Contract. The Contractor shall abide by such assignments as provided by the Client from time to time.
- 7.2 The Contractor shall provide hired vehicles services through its uniformed and trained drivers for the performance of its services hereunder and these drivers deployed shall be employees of the Contractor only and the Client shall not in any manner be liable and all statutory liabilities shall be paid for by the Contractor.
- 7.3 The Contractor shall provide insurance cover to its drivers for personal accident and death whilst performing the duty and the Client shall own no liability and obligation in this regard. The Client shall not be responsible for any damage / loss caused to the hired vehicles or loss of life / injury made to any person or damage to any property on account of use of hired vehicles in any manner whatsoever. The Contractor shall be responsible for all such litigation.
- 7.4 The Contractor shall exercise adequate supervision to reasonably ensure proper performance of Services in accordance with Schedule of Requirements.
- 7.5 The drivers of the Contractor shall not be the employees of the Client and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract. The Contractor shall make them known about this position in writing before deployment under this agreement.
- 7.6 The Contractor shall also provide at its own cost all benefits statutory or otherwise to its employees and the Client shall not have any liability whatsoever on this account. The Contractor shall also abide by and comply with the Labour laws, Workmen Compensation Act, EPF Laws, ESIC Laws, Income tax laws and Minimum Wages Laws, Contract Labour (Regulations Abolition Act) or any other law in force.
- 7.7 The Contractor shall provide every year two sets each of summer and winter uniform to its drivers at its own cost and shall ensure that they wear while on duty. Summer uniforms should be provided in the month of April and Winter uniforms in the month of October each year.



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7.8 The Contractor shall not employ any person as the driver in Client's office below the age of 18 years old.

**7.9 Contractor's Personnel**

7.9.1 The Contractor shall at all times ensure that it has sufficient number of Cars to be provided in Client's office and the suitable and qualified drivers to facilitate the services for Client.

7.9.2 The personnel engaged by the Contractor shall be dressed in neat and clean uniform (including proper name badges).

7.9.3 The contractor shall ensure that police verification certificates about verifying the antecedents in respect of all the drivers engaged in this office is made available to the Client within one month from the date of award of the Contract.

**8. CONTRACTOR'S LIABILITY**

8.1 The Contractor shall completely indemnify and hold harmless the Client and its employees against any liability, claims, losses or damages sustained by it or them by reason of any breach of contract, wrongful act or negligence by the Contractor or any of its employees engaged in the provision of providing hired vehicles services to the Client.

8.2.1 caused by, resulting from or in connection with any Act of Terrorism or any Biological or Chemical Contamination or any Nuclear Risks;

8.2.2 consisting of, caused by, resulting from or in connection with any loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) unless such loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data was due to the negligence or default of the Contractor or any of its employees engaged in the provision of hired vehicles Services to the Client.

8.3 The Contractor shall not Sub-Contract or Sub-let, transfer or assign the contract or any other part thereof. In the event of the contractor contravening this condition, Client shall be entitled to place the contract elsewhere on the contractors risk and cost and the contractor shall be liable for any loss or damage, which the Client may sustain in consequence or arising out of such replacing of the contract.

**9. VALIDITY OF CONTRACT**

The contract, if awarded, shall be initially for a period of one year from the date of award, which shall be subject to continuous satisfactory performance. 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 black listing etc. solely at the discretion of the competent authority of the office of the Client. The initial period of one year can be further extended, which shall be subject to satisfactory performance of the Contractor, for a maximum of its two more terms of one year each on mutual consent of the Client and the Contractor, i.e. the total period of the contract shall not exceed three years.

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**10. PAYMENTS**

- 10.1 After selection of the Successful bidder as Contractor, a price schedule shall be annexed to the Articles of Agreement according to which all payments shall be made to the Contractor by the Client for the hired vehicles services.
- 10.2 The prices in the Price Schedule shall be exclusive of any service tax, education cess, secondary and higher education cess or any other applicable taxes as may be levied by the Government from time-to-time and the same shall be charged in addition to the applicable rate.
- 10.3 The Contractor shall raise invoice per month and submit the same to Client by 5<sup>th</sup> of every following month. The Client shall make all endeavour to make payments within 15-20 days from the date of the receipt of the invoice to the Contractor.
- 10.4 **The initial cost of the Contract shall be valid for a period of one year. No price escalation shall be entertained by the Client during the period.**
- 10.5 In addition to the Contract payments, the Client shall pay for any additional services required by the Client, which are not specified in the *Price Schedule*.
- 10.6 All payments shall be made in Indian Currency by means of an Account Payee Cheque / NEFT.
- 10.7 Client shall be entitled to deduct in accordance with Applicable Law, Income Tax or withholding tax or other deductions (as the case may be), from any payments made to the Contractor, and the amount so deducted shall be deemed to be a payment made to the Contractor. Client shall provide a certificate certifying the deduction so made.
- 10.8 No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work.
- 10.9 **Procedure for calculation of kilometers on cumulative basis and extra kilometers for monthly hired vehicles.**
- 10.9.1 The Client shall hire vehicles as per its requirements on monthly basis in the slab of 2500 kilometers and 240 hours for a month (30 days or full month including all holidays), which is a minimum guarantee for a vehicle hired on monthly basis.
- 10.9.2 The bidders are required to quote their prices for a slab of 2500 kilometers and 240 hours for a month (30 days or full month including all holidays) as indicated in the Price Schedule.
- 10.9.3 The calculation of number of kilometers a vehicle is used on monthly basis **shall be on a cumulative basis**, i.e. the daily kms run of a vehicle shall be added at the end of the month.
- 10.9.4 Subsequently, a gross total shall be derived in respect of all the monthly hired

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vehicles indicating the gross total of kilometers run of each vehicle.

- 10.9.5 If the gross total of kilometers run of all the monthly hired vehicles is in excess of minimum guarantee of the vehicles for the gross kms as per the slab (which is 2500 kms), then the Client shall be liable to pay the Contractor for the extra kms run at the rates received in the bid. An illustration to this effect is given below:

For Example : If 50 vehicles are hired on monthly basis, for which the Bidders have quoted prices in the slab of 2500 kilometers and 240 hours, then the calculation of extra kilometers shall be as under:-

**KILOMETERS** Calculation for a Month, where for Example if 50 vehicles are hired by the Client, then extra KILOMETER calculation shall be after 1,25,000 kms, which is calculated as under:-

50 Vehicles X 2500 kilometers = 1,25,000 kms shall be admissible for a month to the Client for all the 50 monthly hired vehicles

If the vehicles are used beyond 1,25,000 kms, payment for extra kms, as at actual, shall be made by the Client as per the extra kms rates received in the bid.

- 10.9.6 **Procedure for Extra Hour Payment:** The payment for extra hours run in respect of the monthly hired vehicle shall be admissible to the Contractor only after the vehicle has run the admissible limit of 240 hours during that month, at the accepted rates.
- 10.9.7 **Procedure for payments for Daily / Demand based vehicles :** The Client shall make payments for the vehicles which are hired on demand / daily basis as per its requirements at the accepted rates.

## **11. FORCE MAJEURE - OBLIGATIONS OF THE PARTIES**

- 11.1 "Force Majeure" shall mean any event beyond the control of Client or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following:

- (i) War, hostilities, invasion, act of foreign enemy and civil war;
- (ii) Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts;
- (iii) Strike, sabotage, unlawful lockout, epidemics, quarantine and plague;
- (iv) Earthquake, fire, flood or cyclone, or other natural disaster.

As soon as reasonably practicable but no more than 48 (forty-eight) hours following the date of commencement of any event of Force Majeure, an Affected Party shall notify the other Party of the event of Force Majeure setting out, inter alia, the following in reasonable detail:

- 11.1.2 the date of commencement of the event of Force Majeure;

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- 11.1.3 the nature and extent of the event of Force Majeure;
- 11.1.4 the estimated Force Majeure Period,
- 11.1.5 reasonable proof of the nature of such delay or failure and its anticipated effect upon the time for performance and the nature of and the extent to which, performance of any of its obligations under the Contract is affected by the Force Majeure.
- 11.1.5 the measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected thereby.
- 11.1.6 any other relevant information concerning the Force Majeure and /or the rights and obligations of the Parties under the Contract.

**12. TERMINATION**

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

- 12.1 The other party is in material breach of its obligations under this Agreement and / or, in the case of such breaches capable of being remedied, fails to remedy that breach within thirty days of receiving notice of such breach; or
- 12.2 The Contract may be terminated forthwith by the Client by giving written notice to the Contractor, if:
  - 12.2.1 In case of breach of any of terms and conditions of the Contract by the Contractor, the Competent Authority of the Client shall have the right to cancel the Contract without assigning any reason thereof, and nothing will be payable by the Client and in that event the security deposit in the form of performance Bank Guarantee submitted by the Contractor shall be forfeited and encashed.
  - 12.2.2 the Contractor does not provide hired vehicles services satisfactorily as per the requirements of the Client or / and as per the Schedule of Requirements
  - 12.2.3 the Contractor goes bankrupt and becomes insolvent.

**13. DISCLAIMER**

The relatives / near relatives of employees of the Client are prohibited from participation in this bid. The near relatives for this purpose are defined as:

- (a) Members of a Hindu Undivided Family.
- (b) Their husband or wife.
- (c) The one is related to the other in the manner as father, mother, son(s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband (brother-in-law)

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**14. INSOLVENCY**

- 14.1 The competent authority of the office of the Comptroller and Auditor General of India may at any time by notice in writing summarily terminate the contract without compensation to the contractor in any of the following events, that is to say:-

If the contractor being an individual or if firm, any partner in the contractor's firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any convenience or assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment of if the firm be dissolved under partnership act, or

- i) If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver of Manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or Manager.
- ii) If the contractor commits any breach of this contract not herein specifically proved for: Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also that the contractor shall be liable to pay the purchaser for any extra expenditure, he is thereby put to but shall not be entitled to any gain on repurchased.

**15. CURRENCIES OF BID AND PAYMENTS**

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

**16. GOVERNING LAWS AND SETTLEMENT OF DISPUTE**

- 16.1 Any claims, disputes and or differences (including a dispute regarding the existence, validity or termination of this Contract) arising out of, or relating to this contract including interpretation of its terms shall be resolved through joint discussion of the Authorised Representatives of the concerned parties. However, if the disputes are not resolved by the discussions as aforesaid within a period 30 days, then the matter will be referred for adjudication to the arbitration of a sole arbitrator to be appointed by the Office of the Comptroller and Auditor General of India in accordance with the provisions of the Arbitration and Conciliation Act 1996 and rules made thereunder including any modifications, amendments and future enactments thereto. The venue for the Arbitration will be New Delhi and the decision of the arbitrator shall be final and binding on the parties.
- 16.2 **Jurisdiction of Court :** This Contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the courts in Delhi.

## **SECTION-7**

# **SPECIAL CONDITIONS OF CONTRACT (SCC)**

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1. The special conditions of Contract shall supplement the “Instructions to the Bidders” as contained in **Section 5 and General Conditions of the Contract (GCC) as contained in Section 6.**
2. The successful bidder/ Contractor is solely liable to fully indemnify and keep Client indemnified against all loses/penalties/awards/decrees arising out of litigation/claims/application initiated against the Client on account of acts of omission/commission attributable to the Contractor and which are punishable under the provisions of various Acts. Client shall be vested with sole discretion to determine damages/ loss suffered on account of above from the dues payable from security deposit as performance Guarantee or from either the personal property of bidder or property owned by his firm/company by way of initiating suitable legal litigation against the Contractor at any point of time.
3. The Client reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contract entered into with the Client.
4. The Client reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient ground.
5. The liability under relevant sections of Motor Vehicle Act 1968 and IPC causing death or permanent liability developed in the vehicle supplied by the contractor, the hiring authority (the Client) has no responsibility of whatsoever and will not entertain any claim in this regard under the provision of the law.
6. The engagement and employment of drivers and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the contractor and any breach of such laws or regulations shall be deemed to be breach of this contract.
7. The contractor shall assign the job of driving of hired vehicles only to qualified experienced licensed drivers and also assume full responsibility for the safety and security of the officers/ officials as well as essential store items while running the vehicle by ensuring safe driving. The Client shall have no direct or indirect liability arising out of such negligent, rash and impetuous driving which is an offence under section 29 of IPC and any loss caused to the Client have to be compensated by contractor.
8. In no case a vehicle which is not registered for the commercial purpose shall be supplied to the Client and taxes etc. due to on such vehicles shall be liability of the contractor.
9. The contractor shall send the vehicle for periodical servicing at the cost of the contractor, The Client shall not pay any mileage run for such servicing nor any deduction be made for the duration involved in such servicing. The cost of lubricants, repairs, maintenance, taxes insurance, etc. shall be to the contractor’s liability.
10. The Client reserves right to counter offer price against price quoted by the bidder.
11. Regular checking of meter by the designated transport authority may be done by the contractor, and requisite certificate may be shown to the Client as and when demanded.
12. The Contractor shall ensure that the cars to be provided should be in perfect sound conditions, it has a daily newspaper, it is provided with the perfume, duly fitted with the appropriate fire extinguishers. In the event of non-compliance of these instructions, the bills presented by the Contractor are liable to deducted appropriately.

## **SECTION-8**

### **SCHEDULE OF WORKS/ SERVICES TO BE PROVIDED**



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In this Schedule of Requirements / Services to be provided, the details of hired vehicles services to be provided by the Contractor and also other information, instructions of the Client and instructions to the Contractor's drivers posted at the Clients' site and all such other aspect of the Contracts are to be mentioned.

**1. GENERAL INSTRUCTIONS**

- 1.1 The Contractor shall necessarily be authorized by the concerned RTO for providing hired vehicles services.
- 1.2 The Client shall not allow any mileage for lunch or otherwise when the vehicle is taken by the driver outside.
- 1.3 The Client shall have the right to have any driver / vehicle removed that is considered to be undesirable or otherwise.
- 1.4 The Contractor shall cover its vehicles and drivers for personal accident / insurance and/ or death whilst performing the duty.
- 1.5 The Contractor shall ensure that the drivers hold valid driving licence, are well behaved, reasonably educated, conversant with traffic rules / regulations and city roads / routes as well as security instructions.
- 1.6 The drivers of the Contractor shall not be the employees of the Client and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract. The Contractor shall make them known about this position in writing before deployment under this agreement.
- 1.7 The Contractor shall have adequate telephone number facilities for contact and to take bookings round the clock 24 x 7.
- 1.8 While the Client has a regular requirement for hiring of vehicles, it shall have the right not to utilize the services at all at any time for any period without giving any notice. The Client shall also reserve the right to hire vehicles from any other provider for such services even during the period of contract.
- 1.9 Revision of rates shall not be entertained during the period of the contract.
- 1.10 Contractor shall ensure that the drivers are always disciplined, properly dressed and be presentable all the time during duty. The persons deployed by Contractor shall be properly trained, have requisite experience and skills for carrying out the work.
- 1.11 Be it private or public areas, the Contractor's drivers shall be liable to be frisked/ checked by the security personnel at Client premises or on duty at any time during performance of their duties.
- 1.12 Contractor's drivers shall perform their duties at the premises with due diligence and take all precautions to avoid any loss or damage to the government property/person.
- 1.13 Contractor shall be solely responsible for any indiscipline, theft, loss or damage to any person or persons / property at the premises on account of acts of omission and commission by the drivers deployed by him.

**2. PENALTIES**

- 2.1 The Contractor shall ensure deployment of hired vehicles on a regular basis which shall be hired on monthly / daily basis by the Client, failing which penalty of Rs.1000/- per day, per vehicle shall be imposed upto 15 days of such complaint and the contract shall liable to be terminated. Security Deposit / Performance Bank Guarantee shall be forfeited and Bank guarantee will be encashed. The Client will have the power to appoint any other agency for the hired vehicles services at the risk and cost of the Contractor.
- 2.2 Whenever and wherever it is found that the assigned work is not performed upto the entire satisfaction of the Client, penalty of Rs.1000/- per day per complaint will be imposed by invoking penalty clause.

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- 2.3 The Contractor has to maintain adequate number of drivers on duty as per this contract and also arrange a pool of standby drivers. If the required number of drivers are less than specified number as mentioned in the contract, a penalty of Rs.500/- per absentee per day shall be deducted from the bill(s).
- 2.4 In case of breach of any conditions of the contract and / or for all types of losses caused including excess cost due to hiring of vehicles services in the event of Contractor failing to provide requisitioned number of cars / drivers, the Client shall make deductions at double the rate of hiring rate on prorata basis from the bills preferred by the Vendor or that may become due to the Vendor under this or any other contract or from the security deposit or may be demanded from him to be paid within seven days to the credit of the Client and the Contract is liable to be terminated.
- 2.5 In case of breakdown of any vehicle, the Contractor shall replace the breakdown vehicle within one hour failing which the Client shall hire vehicles from any other sources at the expense of the Contractor.

**3. SCOPE OF WORK – FOR SERVICES**

- 3.1 The Contractor shall provide services of hired vehicles instantly, within a notice period of one hour from the Client.
- 3.2 The “Full Day” shall imply a run of the hired vehicles upto 80 kilometers / 8 hours duration.
- 3.3 “Half Day” shall imply a run of the Hired vehicle upto 40 kilometers and / or 4 hours duration.
- 3.4 **The Contractor shall be required to provide Monthly Hired Vehicles on point to point basis (the points will be designated by the Client from time to time). The dead mileage will NOT be allowed by the Client for the vehicles which are hired on MONTHLY basis. *The Bidders are therefore requested to quote their prices accordingly keeping in view that the vehicles will be hired by the Client from Noida and Delhi region.***
- 3.5 **Dead mileage will be admissible to the Contractor and shall be paid by the Client for the vehicles which are hired on a day to day / demand basis. In this case, dead mileage will be admissible to the actual number of kms run by the vehicle, which will be restricted to a maximum of 5 kms (i.e. whichever is less) from garage address (one side).**
- 3.6 The Contractor shall ensure that the daily report in the prescribed format /log book showing details of journeys covered starting from the destination till its return to the destination, is prepared by its drivers on a daily basis (day to day basis) and should be submitted to the competent authority of the Client, failing which the deductions as deemed fit shall be made from the monthly bills presented by the Contractor.
- 3.7 The Contractor shall ensure accuracy of the meter reading which should tally with the actual meter reading noted by the driver in the daily report or the specified proforma devised by the Client.
- 3.8 Payment of any Govt. tax or duty in Delhi/NCR/Noida/Gurgaon/Faridabad etc. for plying the vehicles shall be the sole liability of contractor. However, Service Tax shall be paid extra as per actual.
- 3.9 Parking and Toll charges, if any, may be claimed by producing the parking/ Toll slips.

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**4. TENTATIVE REQUIREMENTS OF VEHICLES**

- 4.1 The tentative requirements of hired vehicles shall be as under:-
- 4.1.1 Approximately 10-15 vehicles from Noida on Monthly basis.
  - 4.1.2 Approximately 35-40 vehicles from Delhi / New Delhi region on Monthly basis.
- 4.2 The requirements of number of vehicles is tentative and may increase or decrease at the sole discretion of the competent authority of the Client.

## SECTION-9

### PRICE SCHEDULE

**Note :**

- (i) The bidders are advised to go through the tender document carefully before quoting prices.
- (ii) The requirement of vehicles from Delhi and Noida region is tentative and may vary at the sole discretion of the competent authority of the Client (refer clause-4 of Section 8).
- (iii) Payment for dead mileages will be regulated in terms of the condition specified in Clause 3 of Section 8 of the tender document.
- (iv) Evaluation of Bids shall be done in terms of the procedure specified in Clause 10 of Section 5 of the tender document.
- (v) Payments shall be made by the Client as per the terms and conditions of the Tender Document (Clause 10, Section 6 of the tender document).
- (vi) Prices shall be valid for a period of one year. No price escalation shall be entertained during the initial currency of the Contract as specified in the tender document.
- (vii) For the purpose of monthly hired vehicles, the month shall be of 30 days (or full month including all holidays).
- (viii) For the purpose of Daily demand based vehicles, the Full Day shall be of 80 kms or 8 hours duration and Half Day shall be of 40 kms or 4 hours duration as specified in the tender document (Section 8, Clause 3).
- (ix) The charges for extra kms shall be paid by the Client only after crossing the gross cumulative limit of minimum kilometers run by all the monthly hired vehicles (i.e. 2500 kms multiplied by number of hired vehicles) as per the terms and conditions laid down in Clause 10 of Section 6 of the tender document.
- (x) The charges for extra hours, in respect of the monthly hired vehicle, shall be paid by the Client after the vehicle has crossed 240 hours in the month (Clause 10, Section 6).
- (xi) The prices in the Price Schedule shall be exclusive of any service tax

*Sign and Stamp*

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**QUOTE YOUR PRICES - I**

**FOR PROVIDING HIRED VEHICLES ON MONTHLY BASIS**

QUOTED PRICES FOR DELHI / NEW DELHI REGION  
**(EXCEPT TRANS YAMUNA / NOIDA REGION)**

Description of Vehicles	QUOTED PRICES FOR MONTHLY HIRING (2500 KMS, 240 HOURS) (PER VEHICLE)	Rate for Extra Hrs.* (Rs.)	Rate for Extra Km* (Rs.)
Toyota Etios/ Maruti Swift Dzire			
Maruti SX4 / Maruti Ciaz			

QUOTED PRICES FOR NOIDA / TRANS YAMUNA REGION  
**(EXCEPT NEW DELHI REGION)**

Description of Vehicles	QUOTED PRICES FOR MONTHLY HIRING (2500 KMS, 240 HOURS) (PER VEHICLE)	Rate for Extra Hrs.* (Rs.)	Rate for Extra Km* (Rs.)
Toyota Etios/ Maruti Swift Dzire			
Maruti SX4 / Maruti Ciaz			

\* *The charges for extra kms and extra hours for the monthly hired vehicles shall be paid by the Client as per the terms and conditions laid down in Clause 10 of Section 6 of the tender document.*

Signature of Bidder with office Seal  
Date : Place

Name of Person submitting Bid

OFFICE OF THE COMPTROLLER AND AUDITOR GENERAL OF INDIA  
NEW DELHI

Tender No.279/GS/16-2015

Dated : 06 October 2015

**QUOTE YOUR PRICES - II**

**RATES FOR HIRING OF VEHICLES**

**FOR DAILY BASIS AND FOR OUTSTATION**

Sl. No.	Particulars (AC only)	Daily Basis- Quoted Prices for Delhi / New Delhi Region				Daily Basis-Quoted Prices for Noida / Trans Yamuna Region				Outstation- Quoted Rates for Outstation (Rs.)		
		Rate for full day (8 hrs or 80 kms)			Rate for Half Day (4 hrs. or 40 kms)	Rate for full day (8 hrs or 80 kms)			Rate for Half Day (4 hrs. or 40 kms)	Per Km. Charg es (Rs.)	Numb er of Km. per Day	Per Night Charges
		Rate (Rs.)	Rate for Extra Km (Rs.)	Extra charges per Hr. (Rs.)	Charges (Rs.)	Rate (Rs.)	Rate for Extra Km (Rs.)	Extra charges per Hr. (Rs.)	Charges (Rs.)			
1.	Toyota Etios / Maruti Swift Dzire											
2.	Maruti SX4 / Maruti Ciaz											
3.	Tata Indica / Maruti Wagon R											
4.	Toyota Innova											

**Signature of Bidder with office Seal**

**Date**

**Name of Person submitting Bid**

**Place**

## **SECTION-10**

### **FORMS**

<b>Section 10.1</b>	<b>FORM-I-</b>	<b>BID SECURITY FORM (To be used for EMD in case submitted by Bank Guarantee)</b>
<b>Section 10.2</b>	<b>FORM-II-</b>	<b>FORM FOR FINANCIAL CAPACITY</b>
<b>Section 10.3</b>	<b>FORM-III-</b>	<b>ARTICLES OF AGREEMENT</b>
<b>Section 10.4</b>	<b>FORM-IV-</b>	<b>PERFORMANCE BANK GUARANTEE</b>
<b>Section 10.5</b>	<b>FORM-V-</b>	<b>LETTER OF AUTHORISATION FOR ATTENDING BID</b>

OFFICE OF THE COMPTROLLER AND AUDITOR GENERAL OF INDIA  
NEW DELHI

Tender No.279/GS/16-2015

Dated : 06 October 2015

**FORM-I**

**BID SECURITY FORM**

No.....

Date.....

To

**Director (Personnel),.....(hereinafter called "The Owner")  
Office of the Comptroller and Auditor General of India  
Pocket 9, Deen Dayal Upadhyaya Marg,  
New Delhi**

Whereas M/s.....(Hereinafter called "the bidder") has submitted its bid dated.....for providing hired vehicles services vide Tender No. /GS/16-2015 dated ..... KNOW ALL MEN by these presents that WE .....of having our registered office at .....

(Hereinafter called 'the Bank') are bound unto The Owner in the sum of Rs. 10,00,000/- (Rupees ten lakh only) for which payment will and truly to be made of the Owner, the Bank binds itself, its successors and assigns by these present.

THE CONDITIONS of the obligations are:

1. If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid form or
2. If the Bidder, having been notified of the acceptance of his bid by the Owner, during the period of bid validity.
  - (a) fails or refuses to execute the Contract, if required;  
OR
  - (b) fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders.  
OR
  - (c) fails or refuses to perform their duties fully or partially to the satisfaction of the Owner.

We undertake to pay the Owner up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand the Owner will not justify the demand of the amount claimed by it is due to it owing to the occurrence of any one or both of the conditions, specifying the occurred condition or conditions.

This guarantee will remain in force as specified in .....of the Bid document up to 120 days and including thirty (30) days after the period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Name & Signature of witness  
Address of witness

Signature of the Bank Authority  
Name  
Signed in capacity of  
Full address of Branch  
Tel No. of Branch  
Fax No. of Branch



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**FORM-II**

**FORM FOR FINANCIAL CAPACITY**  
**(in the similar business of providing hired vehicles)**

Description	Financial years		
	2012-13	2013-14	2014-15
Annual Turnover			
Net Worth			
Current Assets			
Current Liabilities			
Total Revenues			
Profit Before Taxes			
Profit After Taxes			

OFFICE OF THE COMPTROLLER AND AUDITOR GENERAL OF INDIA  
NEW DELHI

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Dated : 06 October 2015

**FORM-III**

**CONTRACT AGREEMENT No...../GSS/16-2015 DATED .2015**

THIS AGREEMENT is made on ..... between **Director (P), Office of the Comptroller and Auditor General of India** (hereinafter referred to as “Client” which expression unless excluded or repugnant to the context be deemed to include his successors and assigns), and whose principal place of office is at Pocket 9, Deen Dayal Upadhyaya Marg, New Delhi of the One Part,

**AND**

**M/s.....**having its registered office at.....(Hereinafter referred to as “the Contractor”) which expression shall unless excluded by or repugnant to the context be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for providing hired vehicles services to Client.

NOW THIS AGREEMENT WITNESSTH as follows:

- I. **WHEREAS** the Client invited bids through open tender, vide Notice Inviting Tender dated ..... for “**availing hired vehicles services at its office** under **Tender No. /GS/16-2015.**
- II. **AND WHEREAS** the Contractor submitted his bid vide..... in accordance with the procedure mentioned along with the bid documents and represented therein that it fulfills all the requirements and has resources and competence to provide the requisite services to the Client
- III. **AND WHEREAS** the Client has selected **M/s.....**as the successful bidder (“the Contractor”) pursuant to the bidding process and negotiation of contract prices, awarded the **Letter of Acceptance (LoA) No. ....**, to the Contractor on ..... for a total sum of ..... [Rupees ..... Only].
- IV. **AND WHEREAS** the Client desires that the hired vehicles services (as defined in the Bidding Document) be provided, performed, executed and completed by the Contractor, and wishes to appoint the Contractor for carrying out such services.
- V. **AND WHEREAS** the Contractor acknowledges that the Client shall enter into contracts with other contractors / parties for the hired vehicles services of its premises in cases the Contractor falls into breach of the terms and conditions as

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stipulated in the Tender Document and shall waive its claim whatsoever in this regard.

VI. **AND WHEREAS** the terms and conditions of this Contract have been fully negotiated between the Client and the Contractor as parties of competent capacity and equal standing.

VII **AND WHEREAS** the Contractor has fully read, understood and shall abide by all the terms and conditions as stipulated in the Tender Documents for providing hired vehicles services in the Client's premises, failing which the Contract is liable to be terminated at any time, without assigning any reasons by the Client.

VIII **AND WHEREAS** the Contractor shall be responsible for payment of Service Tax with Central Excise and Taxation Department.

VIII. **AND WHEREAS** the Client and the Contractor agree as follows:

1. In this Agreement (including the recitals) capitalized words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.

(a) The Letter of Acceptance (LoA) issued by the Client.

(b) Notice to Proceed (NTP) issued by the Client

(c) The complete Bid, as submitted by the Contractor.

(d) The Addenda, if any, issued by the Client.

(e) Any other documents forming part of this Contract Agreement till date. (Performance Bank Guarantee, Bank Guarantee)

(f) Charges – Schedule annexed to this Article of Agreement

(g) Supplementary Agreements executed from time to time.

3. Any changes/modifications/amendments required to be incorporated in the Contract Agreement at a later stage shall be discussed and mutually agreed by both the parties and such supplementary agreements shall be binding on both the parties and shall form the part of this contract agreement.

4. This Contract shall be governed by and construed in accordance with the laws of India. Each Party hereby submits to the jurisdiction as set out in the Dispute Resolution Procedure in the Conditions of Contract.

VII. **IN WITNESS WHEREOF** the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year indicated above.

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NEW DELHI

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Signed on behalf of the Contractor

Signed on Behalf of  
**Office of the Comptroller and  
Auditor General of India**

**(Authorised Signatory)**

**(Authorised Signatory)**

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NEW DELHI

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**FORM-IV**  
**PERFORMANCE BANK GUARANTEE**

(To be executed on non Judicial stamped paper of an appropriate value)

Date : .....

Bank Guarantee No : .....

Amount of Guarantee : .....

Favouring: **PAO, Accountant General (Audit), Delhi, payable at New Delhi**

Guarantee Period : From ..... to.....

Guarantee Expiry Date : .....

Last date of Lodgement : .....

**WHEREAS** Office of the Comptroller and Auditor General of India having its office at Pocket 9, Deen Dayal Upadhyaya Marg, New Delhi-110124 (hereinafter referred to as "**The Owner**" which expression shall unless repugnant to the context includes their legal representatives, successors and assigns) has executed a binding to the contract on [*Please insert date of acceptance of the letter of acceptance(LoA)*] ("**Contract**") with [*insert name of the Successful Bidder*] .....(hereinafter referred to as the "**Contractor**" which expression shall unless repugnant to the context include its legal representatives, successors and permitted assigns) for the performance, execution and providing of hired vehicles services ("**Hired Vehicles Services**") shall have the meaning ascribed to it in the Contract] based on the terms & conditions set out in the Tender Documents number [*insert reference number of the Tender Documents*] dated [*insert date of issue of Tender Documents*].....and various other documents forming part thereof.

**AND WHEREAS** one of the conditions of the Contract is that the Contractor shall furnish to the Owner a Bank Guarantee from a scheduled bank in India having a branch at New Delhi for an amount equal to 10% (ten percent) of the total Contract Sum (the amount guaranteed under this bank guarantee shall hereinafter be referred to as the "**Guaranteed Amount**") against due and faithful performance of the Contract including the performance bank guarantee obligation and other obligations of the Contractor for the supplies made and the services being provided and executed by under the Contract. This bank guarantee shall be valid from the date hereof up to the expiry of the Contract Period including any extension thereof.

**AND WHEREAS** the Contractor has approached [*insert the name of the scheduled bank*] (here in after referred to as the "**Bank**") having its registered office at [*insert the address*].....and at the request of the Contractor and in consideration of the promises made by the Contractor, the Bank has agreed to give such guarantee as hereunder:-

- (i) The Bank hereby undertakes to pay under this guarantee, the Guaranteed Amount claimed by the Owner without any further proof or conditions and without demur, reservation, contest, recourse or protest and without any enquiry or notification to the Contractor merely on a demand raised by the Owner stating that the amount claimed is due to the Owner under the Contract. Any such

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demand made on the Bank by the Owner shall be conclusive as regards the amount due and payable by the Bank under this bank guarantee and the Bank shall pay without any deductions or set-offs or counterclaims whatsoever, the total sum claimed by the Owner in such Demand. The Owner shall have the right to make an unlimited number of Demands under this bank guarantee provided that the aggregate of all sums paid to the Owner by the Bank under this bank guarantee shall not exceed the Guaranteed Amount. In each case of demand, resulting to change of PBG values, the Owner shall surrender the current PBG to the bank for amendment in price.

- (ii) However, the Bank's liability under this bank guarantee shall be restricted to an amount not exceeding [figure of Guaranteed Amount to be inserted here].....only).
- (iii) The Owner will have the full liberty without reference to the Bank and without affecting the bank guarantee to postpone for any time or from time to time the exercise of any powers and rights conferred on the Owner under the Contract and to enforce or to forbear endorsing any powers or rights or by reasons of time being given to the contractor which under law relating the Surety would but for the provisions have the effect of releasing the surety.
- (iv) The rights of the Owner to recover the Guaranteed Amount from the Bank in the manner aforesaid will not be affected or suspended by reasons of the fact that any dispute or disputes have been raised by the Contractor and / or that any dispute(s) are pending before any office, tribunal or court in respect of such Guaranteed Amount and/ or the Contract.
- (v) The guarantee herein contained shall not be affected by the liquidation or winding up, dissolution, change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to the Owner in respect of such liability or liabilities is effected.
- (vi) This bank guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the parties to this bank guarantee hereby submit to the jurisdiction of the Courts of New Delhi for the purposes of settling any disputes or differences which may arise out of or in connection with this bank guarantee and for the purposes of enforcement under this bank guarantee.
- (vii) All capitalized words used but not defined herein shall have the meanings assigned to them under the Contract.
- (viii) NOTWITHSTANDING anything stated above, the liability of the Bank under this bank guarantee is restricted to the Guaranteed Amount and this bank guarantee shall expire on the expiry of the Warranty Period under the Contract.
- (ix) Unless a Demand under this bank guarantee is filed against the Bank within six (6) months from the date of expiry of this bank guarantee all the rights of the Owner under this bank guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities hereunder.
- (x) However, in the opinion of the Owner, if the Contractor's obligations against which this bank guarantee is given are not completed or fully performed by the Contractor within the period prescribed under the Contract, on request of the Contractor, the Bank hereby agrees to further extend the bank guarantee, till the Contractor fulfils its obligations under the Contract.

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- (xi) We have the power to issue this bank guarantee in your favour under Memorandum and Article of Association and the Undersigned has full power to do so under the Power of Attorney dated [*date of power of attorney to be inserted*].....granted to him by the Bank.

Date:

Bank

Corporate Seal of the Bank

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

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**FORM-V**

(Letter of Authorisation for attending Bid Opening)  
**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING**  
(To reach on or before time of bid opening)

To

The Sr. Administrative Officer (GS)  
Office of the Comptroller and Auditor General of India  
Pocket 9, Deen Dayal Upadhyaya Marg, New Delhi

Subject: Authorization for attending bid opening on \_\_\_\_\_ (date) in  
the Tender of \_\_\_\_\_ .

Following persons are hereby authorized to attend the bid opening for the tender  
mentioned above on behalf of \_\_\_\_\_ (Bidder)  
in order of preference given below.

<b>Order of Preference</b>	<b>Name</b>	<b>Specimen Signatures</b>
----------------------------	-------------	----------------------------

I.

II.

Alternate Representative

Signatures of Bidder

Or

Officer authorized to sign the bid

Documents on behalf of the Bidder

- Note:
1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.
  2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received



## **SECTION-11**

## **CHECK-LIST**

OFFICE OF THE COMPTROLLER AND AUDITOR GENERAL OF INDIA  
NEW DELHI

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**CHECK LIST ON PREPARATION OF BIDS**

<b>Sl. No.</b>	<b>Particulars</b>	<b>YES/NO</b>
1.	Have you filled in and signed the Bid Form ?	
2.	Have you read and understood all the terms and conditions of the tender document / contract and shall abide by them ?	
<b>TECHNICAL BID</b>		
3.	Have you enclosed the EMD of Rs.10,00,000/- in the Technical Bid ?	
4.	Have you taken prints of all the Sections of Tender, in the prescribed paper size and signed on all the pages of the tender documents ?	
5.	Have you attached proof of having met the following minimum eligibility criteria ?	
5.1	Legal Valid Entity : Have you attached attested Certificate?	
5.2	Financial Capacity : Have you attached Audited Balance Sheets showing minimum turnover in the similar business of providing hired vehicles services ?	
5.3	Registration with Government Bodies like PAN, Service Tax: Have you attached a Registration copy of each of the certificate ?	
5.4	Experience : Have you attached the attested experience certificates for the last three years?	
6.	Have you attached the proof of authorization to sign on behalf of the bidder in the Technical Bid ?	
7.	Have your Technical Bid been packed as per the requirements of the Tender ?	
<b>FINANCIAL BID</b>		
8.	Have your financial Bid proposal is duly filled, sealed and signed on all pages ?	
9.	Have you quoted prices against each of the category ?	
10.	Have your financial bid been packed as per Tender ?	