

OFFICE OF THE COMPTROLLER AND AUDITOR GENERAL OF INDIA
Pocket 9 Deen Dayal Upadhyay Marg, New Delhi-110124

Tender No. 269/GS/77-2018

Dated : 19.09.2019

NOTICE INVITING TENDER

Office of the Comptroller and Auditor General of India, New Delhi invites e-bids (ONLINE TENDERS) under open tender enquiry method from firms for disposal of four condemned vehicles (staff cars) as per the details and terms and conditions as detailed in Annexure-I, Quote your prices (Annexure-II) and Bid Form (Annexure-III).

The details of vehicles to be disposed off is given in the tender document. The tender document floated for the purpose can only be downloaded from CPP Portal (www.eprocure.gov.in) and bids can only be submitted in online mode through the same portal (www.eprocure.gov.in). Bids submitted other than CPP Portal will not be accepted. Important dates related to this tender are furnished below for information:

Sl. No.	Particulars	Date	Time
1	Date of online publication of tender	19.09.2019	1200 hours
2	Starting date of downloading tender document	19.09.2019	1200 hours
3	Starting date of submission of bid	19.09.2019	1200 hours
4	Closing date of submission of bid	29.10.2019	1100 hours
5	Closing date & time for submission of original EMD and affidavit	29.10.2019	Upto 1100 hours
6	Opening date of bid	30.10.2019	1100 hours

The Competent Authority reserves the rights 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)

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Tender No. 269/GS/77-2018

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ANNEXURE –I

GENERAL TERMS AND CONDITIONS

1. The office of the Comptroller and Auditor General of India shall dispose off four condemned vehicles (staff cars) of this office. The vehicles Bidders are advised to inspect the vehicles from 19.09.2019 to 28.10.2019 at 10 Bahadur Shah Zafar Marg, New Delhi before quoting their prices.
2. **EARNEST MONEY DEPOSIT:**
 - 2.1 The bids shall be accompanied by an Earnest Money Deposit of **Rs.25,000/-** (Rupees Twenty five thousand 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, Office of the Comptroller and Auditor General of India payable at New Delhi.**
 - 2.2 The Bidder should scan a copy of the earnest money deposit and upload it online through CPP Portal. The original copy of the earnest money deposit should be sent to Sr. Administrative Officer (GS), Office of the Comptroller and Auditor General of India, Pocket 9, Deen Dayal Upadhyaya Marg, New Delhi on or before the time of closing of the uploading of the Bids. The original of the EMD can be sent by Speed Post or Registered Post. It can also be handed over in person. In the event of non receipt of the EMD before the closing of the uploading of the Bids, the bid shall not be opened.
 - 2.3 Bidders, who are eligible to be exempted from depositing EMD according to Rule-170 of GFRs, 2017, should submit documentary proof thereof alongwith bid online through CPP Portal. Besides, they have also to enclose a hardcopy of same valid exemption certificate(s) and ensure that the same is submitted to the officer in charge as detailed in the tender document.
 - 2.4 No request for transfer of any previous deposit of earnest money or security deposit or adjustment against any pending bill held by the Department in respect of any previous work shall be entertained.
 - 2.5 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.
 - 2.6 The bids without Earnest Money shall be summarily rejected.
 - 2.7 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.
 - 2.8 **The bid security (earnest money deposit) may be forfeited:**
 - (i) If the bidder withdraws his bid during the period of bid validity specified

OFFICE OF THE COMPTROLLER AND AUDITOR GENERAL OF INDIA
Pocket 9 Deen Dayal Upadhyay Marg, New Delhi-110124

Tender No. 269/GS/77-2018

Dated : 19.09.2019

- by the bidder in the bid form; or
- (ii) In case of successful bidder, if the bidder
- (a) Fails to execute the order 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 to honor his own quoted prices or part thereof.
 - (d) In such case, the bidder is also liable to be debarred from future tendering.
- 2.9 No interest shall be paid on the earnest money deposit.

3. VALIDITY OF BIDS

- 3.1 Bids shall remain valid and open for acceptance for a period of **90 days** from the last date of submission of Bids.
- 3.2 The Client may request for extension for another period of 30 days, without any modifications and without giving any reasons thereof.

4. PREPARATION AND SUBMISSION OF E-TENDER IN CPP PORTAL

- 4.1 The tender document, along with terms and conditions, has been uploaded on www.eprocure.gov.in (CPP Portal). The bidders can log on to the website and see the tender document. The Bidders shall be required to submit Bids through CPP Portal electronically using valid Digital Signature Certificates. More information useful for submitting online bids on the CPP Portal may be obtained at: <http://eprocure.gov.in/eprocure/app>.
- 4.2 The bidders who are desirous of participating in e-procurement shall submit their bids in the standard formats prescribed in the www.eprocure.gov.in.
- 4.3 The bidders should sign, stamp, upload the scanned copies of all relevant certificates, documents etc. including earnest money deposit / exemption certificate as per the requirements of the Tender document on www.eprocure.gov.in in support of their bids. The bidder should sign on all statements, documents etc. uploaded by him, owning responsibility for their correctness/authenticity.
- 4.4 The Bidders are also required to submit earnest money deposit in original as mentioned in the tender document in a sealed envelope superscribed "Tender for disposal of CONDEMNED VEHICLES" in drop box at Reception, Office of the CAG of India, Pocket 9, Deen Dayal Upadhyaya Marg, New Delhi – 110124 or sent by post at the above highlighted address on or before the dates specified in the tender document.
- 4.5 The bids shall be summarily rejected, if the tender is submitted other than through online (CPP Portal) or original Earnest money Deposit / exemption letter and

OFFICE OF THE COMPTROLLER AND AUDITOR GENERAL OF INDIA
Pocket 9 Deen Dayal Upadhyay Marg, New Delhi-110124

Tender No. 269/GS/77-2018

Dated : 19.09.2019

other documents viz. affidavits are not submitted by the Bidders within stipulated date / time as mentioned in Clause 8 of Annexure 3 of tender document.

4.6 The important dates are mentioned in the tender document.

5. CRITICAL DATES

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6. BID

The Bidder shall be required to follow the procedure as specified above and submit its bid online through CPP Portal. The following documents shall be required to be submitted by the Bidder in support of their Bid:-

- a. **Bid Form:** The Bidder shall be required to sign, stamp, scan and upload the Bid Form as provided in the tender document.
- b. **Tender Document :** The Bidder shall be required to download the tender document and upload it again while submission of tender with the DSC in support of their acceptance of the terms and conditions of the tender document.
- c. **Earnest Money Deposit :** A scanned copy of earnest money deposit or exemption certificate should be uploaded through CPP Portal. The Bidder shall ensure that original of the earnest money deposit / exemption certificate is also submitted in the office as per the instructions of the tender document.
- d. **Price Bid:** The Bidder shall be required to quote their prices in a single consolidated statement "PRICE BID" provided in CPP Portal (in XLS format). The e- Procurement Portal will accept the XLS template only and hence the rate should not be quoted in any other place except the template provided in the CPP Portal.
- e. The Bidder should quote rates for each of the Vehicle in Indian Rupees (in figures as well as words). In case of difference of rate in figures and words, rate written in words shall only be considered. If rate is not quoted

OFFICE OF THE COMPTROLLER AND AUDITOR GENERAL OF INDIA
Pocket 9 Deen Dayal Upadhyay Marg, New Delhi-110124

Tender No. 269/GS/77-2018

Dated : 19.09.2019

for all the items, the bid will not be valid and hence the same will be rejected.

- f. The rates quoted shall be firm and final. The price should be inclusive of all.

7. BID OPENING PROCEDURE AND EVALUATION AND AWARD OF WORK

- 7.1 The bids shall be opened online by a committee of the officers constituted by the competent authority for the purpose at the time and date as specified in the tender document.
- 7.2 A letter of authorization shall be submitted by the Bidder's representative, in case they wish to be present for opening of the bids before opening of the Bids.
- 7.3 Absence of bidder or their representative shall not impair the legality of the opening procedure.
- 7.4 After opening of the Bids and verifying the EMD amount, the Bidder will be considered further.
- 7.5 The Bidders with the highest price mentioned in the PRICE BID in the respective category of the vehicle shall be awarded the work order for disposing off the respective vehicle. The vehicles would be disposed off on as is where is basis at the quoted prices to the highest bidder and no assistance shall be provided by the office.

8. RIGHT OF ACCEPTANCE:

- 8.1 The Office of the Comptroller and Auditor General of India reserves all rights to reject any bids including of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the highest 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.
- 8.2 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.
- 8.3 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 shall be binding on the bidders.
- 8.4 In case of failure to comply with the provisions of the terms and conditions mentioned, by the agency that has 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 bidder or any other outside agency.

OFFICE OF THE COMPTROLLER AND AUDITOR GENERAL OF INDIA
Pocket 9 Deen Dayal Upadhyay Marg, New Delhi-110124

Tender No. 269/GS/77-2018

Dated : 19.09.2019

8.5 The office of the Comptroller and Auditor General of India shall terminate the Contract if it is found that the Contractor was black listed on previous occasions by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertaking etc. In such case, the Contractor is also liable to be blacklisted by the Client.

9. RETURNING OF EARNEST MONEY DEPOSIT (BID SECURITY AMOUNT)

9.1 The Earnest Money Deposit of the unsuccessful bidders shall be returned within 7 days after completion of the work.

9.2 No interest shall be paid on Earnest Money Deposit.

10. CURRENCIES OF BID AND PAYMENTS

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

11. CONFIDENTIALITY

11.1 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 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.

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

12.1 After determining the successful bidder, Client shall issue Letter of Acceptance (LoA) in duplicate to the Bidders found with highest prices in the respective category of vehicle, 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.

13. GENERAL TERMS AND CONDITIONS SPECIFIC TO THE CONTRACT

OFFICE OF THE COMPTROLLER AND AUDITOR GENERAL OF INDIA
Pocket 9 Deen Dayal Upadhyay Marg, New Delhi-110124

Tender No. 269/GS/77-2018

Dated : 19.09.2019

- (i) The vehicles shall be disposed off to the bidders with the highest prices in the respective category of vehicle.
- (ii) Within three working days of the issue of Letter of Acceptance, the successful bidder shall be required to deposit the entire bid amount (consolidated as per Bid for the respective vehicles) with the Cashier of the office situated at Pocket 9, Deen Dayal Upadhyaya Marg, New Delhi by means of crossed Demand Draft / Pay Order, issued by the nationalized Bank payable in favour of PAO, office of the Comptroller and Auditor General of India, New Delhi, payable at New Delhi.
- (iii) Within three days of the deposit of the amount with the Cashier of this office, the successful bidder shall be required to remove all the condemned vehicles from the office premises. There shall be no assistance from the office in this regard.
- (iv) The successful bidder shall be completely responsible for the future use / registration of the vehicle after taking the delivery of the vehicles.
- (v) The successful bidder shall be fully legally responsible for the vehicles' use, maintenance, accident, road tax, insurance, police challans and shall comply with all laws applicable from time to time after the receipt of the vehicles from the office. The office shall have no role in these cases whatsoever.
- (vi) In case the successful bidder fails to deposit the bid amount with the cashier as per the conditions of the Letter of Acceptance, the Earnest Money deposit of the bidder shall be forfeited to the Government and the bidder is liable to be blacklisted from future tenders of this office. In such cases, the work shall be awarded to the next highest bidder at the highest bid prices. The Contractor shall therefore, have no claim in this regard in this office, whatsoever.
- (vii) No assistance shall be provided by the office to the Contractor in executing the obligations as per the Contract and no expenses / claim of the Contractor in this regard shall be entertained, whatsoever.
- (viii) No price variation shall be entertained.

14. CONTRACTOR'S LIABILITY

- (i) 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.
- (ii) The Contractor shall not Sub-Contract, transfer or assign the contract or any other part thereof without prior written permission of the Client. 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.

OFFICE OF THE COMPTROLLER AND AUDITOR GENERAL OF INDIA
Pocket 9 Deen Dayal Upadhyay Marg, New Delhi-110124

Tender No. 269/GS/77-2018

Dated : 19.09.2019

15. FORCE MAJEURE - OBLIGATIONS OF THE PARTIES

15. “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:

- 15.1 the date of commencement of the event of Force Majeure;
- 15.2 the nature and extent of the event of Force Majeure;
- 15.3 the estimated Force Majeure Period,
- 15.4 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.
- 15.5 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.
- 15.6 any other relevant information concerning the Force Majeure and /or the rights and obligations of the Parties under the Contract.

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,

OFFICE OF THE COMPTROLLER AND AUDITOR GENERAL OF INDIA
Pocket 9 Deen Dayal Upadhyay Marg, New Delhi-110124

Tender No. 269/GS/77-2018

Dated : 19.09.2019

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 parties 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.

17. 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 spouse.
- (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)

OFFICE OF THE COMPTROLLER AND AUDITOR GENERAL OF INDIA
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ANNEXURE-II

NAME OF BIDDER.....

QUOTE YOUR PRICES

Car No.	Model	Minimum Reserve Price (Rs.)	Quoted Price (in figure) (Rs.)	Quoted Price (in words)
DL11C K 0001 (SX4)	2012	85,000.00		Rupees.....
DL4CA M 0005 (SX4)	2011	80,000.00		Rupees.....
DL3CBJ 0003 (SX4)	2011	1,15,000.00		Rupees.....
DL6CJ 7228 (Maruti Van)	2009	17,000.00		Rupees.....

Note :

1. The Bidder shall quote prices in XLS format provided in the CPP Portal.

Date :

(SIGNATURE OF BIDDER)

Place:

(OFFICIAL SEAL)
FULL NAME & DESIGNATION

OFFICE OF THE COMPTROLLER AND AUDITOR GENERAL OF INDIA
Pocket 9 Deen Dayal Upadhyay Marg, New Delhi-110124

Tender No. 269/GS/77-2018

Dated : 19.09.2019

ANNEXURE-III

BID FORM

1.	Name of the Bidder	
2.	Full Postal Address	
3.	Telephone Nos./ Mobile Nos/ Fax Nos.	
4.	E-mail	
5	PAN Account No. (copy should be attached)	
6	EMD Demand Draft No. and Date	
	Issuing Bank Details	
	Amount	

UNDERTAKING

1. I, the undersigned certify that I have gone through the terms and condition 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 highest quoted for 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 if any delay or failure occur on my/agent's part or fail to abide by the provisions of the contract.
5. I hereby undertake to execute the work as per direction given in the tender document/supply order within stipulated period.

(Signature of the Bidder)

Date :-

Place:-

**Designation :
(Office seal of the Bidder)**