

**OFFICE OF THE COMPTROLLER AND AUDITOR GENERAL OF INDIA
NEW DELHI**

Tender No.194/GS/83-2019

Dated : 30.07.2019

**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.194/GS/83-2019

Dated :

30.07.2019

TENDER DOCUMENT FOR

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

TENDER No. 194–GSS/83-2019 dated 30.07.2019

Annexure-1 Notice Inviting Tender

Annexure 2- Bid Submission Form

Annexure 3- Instructions to the Bidders

Annexure 4- General Conditions of Contract (GCC)

Annexure 5- Special Conditions of Contract (SCC)

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BRIEF INFORMATION ON BID DOCUMENT

CRITICAL DATES

Sl. No.	Particulars	Date	Time
1	Date of online publication of tender	30.07.2019	1600 hours
2	Starting date of downloading tender document	30.07.2019	1600 hours
3	Starting date of submission of bid	30.07.2019	1600 hours
4	Closing date of submission of bid	22.08.2019	1100 hours
5	Closing date & time for submission of original EMD and affidavit	22.08.2019	Upto 1100 hours
6	Opening date of technical bid	23.08.2019	1100 hours

Tender No.	No. 194-GS/83-2019 dated 30.7.2019
Duration of Contract	One year from the date of agreement, which is extendable subject to satisfactory services
Date of opening of financial bids for technically qualified bidder	To be notified later
EMD	Rs.15,00,000/- (Rupees fifteen lakh only) in the form of crossed Demand Draft/Bank Guarantee in favour of Pay and Accounts officer, Office of the CAG of India, payable at New Delhi
Validity of Bid	90 days
Total Number of pages of Tender Document	47 pages
Address and Venue of submission of bids / documents	Sr. Administrative Officer (GS), Office of the Comptroller and Auditor General of India, 10 Bahadur Shah Zafar Marg, New Delhi-110124.

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ANNEXURE-I

NOTICE INVITING TENDER

Office of the Comptroller and Auditor General of India, New Delhi invites E-BIDS (ONLINE TENDER) from reputed agencies for hiring of vehicles (Light Motor Vehicles) (AC) for its office as per the requirements specified in the Tender Document under two Bid System through Central Public Procurement Portal.

The description of works is given in the tender document. The tender document floated for the purpose can only be downloaded from Central Public Procurement Portal (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. The tender document may also be downloaded from this office website <http://saiindia.gov.in> (Public Interface>Tender Notice). Important dates related to this tender are furnished below for information:

Sl. No.	Particulars	Date	Time
1	Date of online publication of tender	30.07.2019	1600 hours
2	Starting date of downloading tender document	30.07.2019	1600 hours
3	Starting date of submission of bid	30.07.2019	1600 hours
4	Closing date of submission of bid	22.08.2019	1100 hours
5	Closing date & time for submission of original EMD and affidavit	22.08.2019	Upto 1100 hours
6	Opening date of technical bid	23.08.2019	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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ANNEXURE-2

BID SUBMISSION FORM

*(to be printed on Bidder's letterhead, signed, stamped,
scanned and submitted online through CPP Portal)*

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.194/GSS/83-2019 dated 30.07.2019.**

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 90 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
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 other 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

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ANNEXURE-3

INSTRUCTIONS TO THE BIDDERS

1. GENERAL INSTRUCTIONS

- 1.1 Office of the Comptroller and Auditor General of India, hereinafter referred to as the 'Client' invites e-bids (ONLINE TENDERS) UNDER TWO BID SYSTEM (TECHNICAL AND FINANCIAL) THROUGH CENTRAL PUBLIC PROCUREMENT PORTAL (CPP PORTAL AT WWW.EPROCURE.GOV.IN) from reputed firms dealing with Ministries/Govt. departments for providing hired vehicles services for its office.
- 1.2 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.
- 1.3 The Bidder should download the tender document through CPP Portal and upload it again at the time of submission of the tender after verification and signing with his / their DSC. The uploading of tender document online with digital signature is in token of the Bidder having acquainted himself/themselves and accepted the entire tender documents including various conditions of contract.
- 1.4 The bidder shall attach the copy of the authorization letter / power of Attorney as proof of authorization for signing on behalf of the Bidder.
- 1.5 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.
- 1.6 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.
- 1.7 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.
- 1.8 The requirements of number of vehicles as mentioned in the tender document is tentative and may increase or decrease at the sole discretion of the competent authority of the Client.

2. MINIMUM ELIGIBILITY CRITERIA

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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 **three (03) crores in each of the last 3** financial years in the similar business of providing hired vehicles services (2015-16, 2016-17 and 2017-18). Relevant proof in support shall be submitted.
- c. **Registration**: The Bidder should be registered with the Income Tax, Goods and 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 / Autonomous Bodies/PSUs/ Organizations under Central Government for the last five years'. Relevant proof in support shall be submitted.
- e. The Bidder shall ensure that the vehicles should not be older than three year's model while providing the vehicles in the office and has at least fifty per cent of the total number of required vehicles in their own name.

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. 2015-16, 2016-17 and 2017-18 shall only be acceptable.
- (iii) In proof of having fully adhered to minimum eligibility criteria at 2(c), attested **copy of PAN and GST Registration** 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** issued by the respective Government Department in support of having experience shall be acceptable. A notarized affidavit shall also be required to be submitted as per Annexure-11.
- (v) The Bidder shall also be required to submit an notarized affidavit as per Annexure-12 for providing vehicles to the office not older than three years' model on the date of providing services.
- (vi) Other documents as per Clause 6 of Annexure-3

3. EARNEST MONEY DEPOSIT:

- 3.1 The bids shall be accompanied by an Earnest Money Deposit of **Rs.15,00,000/-** (Rupees Fifteen 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, Office of the Comptroller and Auditor General of India payable at New Delhi.**

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- 3.2 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.
- 3.3 Bidders, who are eligible to be exempted from depositing EMD according to Rule-170 of GFRs, 2017, should submit documentary proof thereof alongwith technical 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 clause 3.2.
- 3.4 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.
- 3.5 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.
- 3.6 The bids without Earnest Money shall be summarily rejected.
- 3.7 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.
- 3.8 **The bid security (earnest money deposit) may be forfeited:**
- (i) If the bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form; 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 to honor his own quoted prices for the services or part thereof.
 - (d) In such case, the bidder is also liable to be debarred from future tendering.
- 3.9 No interest shall be paid on the earnest money deposit.

4. VALIDITY OF BIDS

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

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5. PREPARATION AND SUBMISSION OF E-TENDERS IN CPP PORTAL

- 5.1 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 Technical and Financial 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>.
- 5.2 The bidders who are desirous of participating in e-procurement shall submit their Technical bids, financial bids in the standard formats prescribed in the Technical documents, displayed www.eprocure.gov.in.
- 5.3 The bidders should upload the scanned copies of all relevant certificates, documents etc. including earnest money deposit / exemption certificate as per the requirements contained in **Clause 6 of Annexure 3** of the Tender document on www.eprocure.gov.in in support of their Technical bids. The bidder should sign on all statements, documents etc. uploaded by him, owning responsibility for their correctness/authenticity.
- 5.4 The Bidders are also required to submit earnest money deposit and two affidavits in original as mentioned in **Clause 6 of Annexure 3** of the tender document in a sealed envelope superscribed "Tender for providing Hired Vehicles Services" in drop box at Reception, Office of the CAG of India, 10 Bahadur Shah Zafar Marg, New Delhi – 110124 or sent by post at the above highlighted address on or before the dates specified in the tender document.
- 5.5 The Bidder should upload the financial bids as per the instructions contained in Clause 7 of Annexure 3 of the tender document on CPP Portal at www.eprocure.gov.in.
- 5.6 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 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.
- 5.7 The important dates are mentioned in clause 8 of Annexure 3 of the tender document.

6. TECHNICAL BID

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

- a. **Annexure-2** : The Bidder shall be required to print "Bid Submission Form" as per Annexure-2 on entity's letterhead, sign, scan and upload it online with the Bid in CPP Portal.
- b. **Annexure-9**: The Bidder shall be required to submit a notarized affidavit on non judicial stamp paper of Rs.10/- as per Annexure-9 to the effect of acceptance of the terms and conditions of the tender document. The Bidder shall ensure that copy of the Affidavit is scanned and uploaded in CPP Portal and hard copy of the

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same is sent alongwith EMD and other documents as per the timelines defined in the tender document.

- c. **Annexure 10** : The Bidder shall be required to submit a notarized affidavit on non judicial stamp paper of Rs.10/- as per Annexure-10 to the effect that none of the relatives of the Bidder are employees of Client and that the bidder has not been convicted of an offence under the Prevention of Corruption Act, 1988 and the bidder has not been convicted under the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract. The Bidder shall ensure that copy of the Affidavit is scanned and uploaded in CPP Portal and hard copy of the same is sent alongwith EMD and other documents as per the timelines defined in the tender document.
- d. **Annexure-11**: The Bidder shall be required to submit a notarized affidavit on non judicial stamp paper of Rs.10/- as per Annexure-11 to the effect that they have experience in the similar field of providing hired vehicles services in the Central Government's Ministries / Departments/PSUs/Autonomous Bodies/Bodies under Central Government for the last five years continuously.
- e. **Annexure-12**: The Bidder shall be required to submit a notarized affidavit on non judicial stamp paper of Rs.10/- as per Annexure-12 to the effect that they shall provide vehicles not older than three years' model as on the date of providing services in accordance with the other terms and conditions of the Tender document.
- f. **Annexure 8 : Technical Bid Form**: The Bidder shall be required to sign, scan and upload the Technical Bid Form as per Annexure 8 in CPP Portal.
- g. **Tender Document** : The Bidder shall be required to download the tender document and again upload it again while submission of tender with the DSC in support of their acceptance of the terms and conditions of the tender document.
- h. **Earnest Money Deposit** : A scanned copy of earnest money deposit or exemption certificate should be uploaded through CPP Portal as per clause 3 of the tender document. The Bidder shall ensure that original of the earnest money deposit / exemption certificate is also submitted in the office as per the instructions of Clause 3.
- i. **Documents in support of Minimum Eligibility Criteria** : The Bidder shall be required to upload each of the document online through CPP Portal as mentioned in Clause 2.1 of Annexure-3 of the Tender Document.

7. FINANCIAL BID:

- 7.1 The Bidder shall be required to quote their Financial Bid in a single consolidated file (.XLS File available in CPP Portal). The Bidder shall be required to quote their prices in the .XLS file in two different sheets (category wise) i.e. for **Monthly Basis Vehicle** and for **Daily Basis Vehicle** as indicated in the attached .XLS File and upload the same in CPP Portal.
- 7.2 The Bidder should quote rates for each and every category of vehicles in terms in Indian Rupees (in figures as well as words in English). In case of difference of rate in figures

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and words, rate written in words shall only be considered. If rate is not quoted for all the category of vehicles, the bid will not be valid and hence the same will be rejected.

- 7.3 The rates quoted shall be firm and final. The price should be all inclusive except GST, if any. Rate of GST, may be mentioned separately as it will be reimbursed to the firm at the prevailing rate.
- 7.4 At the time of payment of bills, the income tax and any other tax / duty etc. that is required to be deducted, shall be deducted at source as per Government rules and guidelines as may be prevailing at the time of payment.

8. CRITICAL DATES

Sl. No.	Particulars	Date	Time
1	Date of online publication of tender	30.07.2019	1600 hours
2	Starting date of downloading tender document	30.07.2019	1600 hours
3	Starting date of submission of bid	30.07.2019	1600 hours
4	Closing date of submission of bid	22.08.2019	1100 hours
5	Closing date & time for submission of original EMD and affidavit	22.08.2019	Upto 1100 hours
6	Opening date of technical bid	23.08.2019	1100 hours

9. TECHNICAL BID OPENING PROCEDURE

- 9.1 The technical bids shall be opened online at CPP Portal 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.
- 9.2 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.
- 9.3 Absence of bidder or their representative shall not impair the legality of the opening procedure.
- 9.4 After opening of the Technical Bids in CPP Portal, all documents uploaded by the Bidders in their Technical Bid shall be downloaded for detailed verification. The documents submitted by the Bidder in support of their minimum eligibility criteria alongwith EMD shall be examined in detail in accordance with the terms and conditions of the tender document.

10. CLARIFICATION ON TECHNICAL BID EVALUATION.

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- 10.1 The technical bids shall be evaluated based only 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 documents. 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 in conventional manner.
- 10.2 If a bidder does not provide clarifications of its bid by the date and time set in the Client's request for clarification, its bid may be rejected.
- 10.3 Client also reserves right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder.

11. TECHNICAL BID EVALUATION

- 11.1 The Client shall follow segregated bid evaluation system where the technical bid and financial bid shall be evaluated separately.
- 11.2 The technical bid evaluation shall be done based on the following criteria:
 - (i) That the Bidder has signed, scanned and uploaded copy of the 'Bid Submission Form' as per Annexure-2 in the prescribed format in CPP Portal.
 - (ii) That the Bidder has signed, scanned and uploaded the Technical Bid Form as per Annexure 8 in the prescribed format in CPP Portal.
 - (iii) That the Bidder has scanned and uploaded a copy of notarized Affidavit as per Annexure 9 in the prescribed format in CPP Portal
 - (iv) That the Bidder has scanned and uploaded a copy of notarized Affidavit as per Annexure 10 in the prescribed format in CPP Portal.
 - (v) That the Bidder has scanned and uploaded a copy of notarized Affidavit as per Annexure 11 in the prescribed format in CPP Portal.
 - (vi) That the Bidder has scanned and uploaded a copy of notarized Affidavit as per Annexure 12 in the prescribed format in CPP Portal.
 - (vii) That the Bidder has uploaded the tender document with DSC in CPP Portal in support of their acceptance of the terms and conditions of the tender document.
 - (viii) That copy of Earnest Money Deposit is scanned and uploaded in CPP Portal. The original of the EMD should be submitted by the Bidder as per the timelines specified in the tender document.
 - (ix) That the Bidder meets the minimum eligibility criteria as per Clause 2.1 of Annexure 3 and has uploaded copies of all documents required in support of minimum eligibility criteria as per clause 2.1 of Annexure-3.
- 11.3 The original of Earnest Money Deposit, Annexure-2, Annexure-8, Annexure-9, Annexure-10, Annexure-11, Annexure-12 and Authority Letter to sign on behalf of the Bidder should be delivered by the Bidder in an enveloped superscribed "Tender for providing Hired Vehicles" in drop box at Reception, Office of the CAG of India, 10 Bahadur Shah Zafar Marg, New Delhi – 110124 or sent by post at the above highlighted address on or before the dates specified in the tender document.

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- 11.4 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 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.
- 11.5 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 documents, shall be rejected.
- 11.6 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.

12. FINANCIAL BID OPENING PROCEDURE

- 12.1 The Financial Bids of all the technically qualified Bidders, whose bids are accepted in conformity with the required specifications 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.
- 12.2 All the qualified bidders/their authorized representatives whose choose to be present at the time of opening of the Financial Bids shall be required to produce authority letter.
- 12.3 Absence of bidders or their authorized representatives shall not impair the legality of the process.
- 12.4 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.

13. RIGHT OF ACCEPTANCE:

- 13.1 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.
- 13.2 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.
- 13.3 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.
- 13.4 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 shall be recovered from the defaulter agency who has been awarded the initial contract

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and this will be binding on the bidders.

- 13.5 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.

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

- 14.1 After determining the successful Lowest Bidder(s) in the respective category of region/vehicle, Client shall issue a Letter of Acceptance (LoA), in duplicate, to all the successful Bidders/ 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.
- 14.2 The issuance of the Letter of Acceptance to the bidder shall constitute an integral part and it will be a binding to the contract.
- 14.3 The time taken between the date of issue of LoA and Notice to Proceed shall not prevent the contractor for mobilization.

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

- 15.1 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.
- 15.2 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.
- 15.3 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.
- 15.4 No interest shall be payable on the Earnest Money Deposit returned to unsuccessful bidders.

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**ANNEXURE-4
GENERAL CONDITIONS OF CONTRACT (GCC)**

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)

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- 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 10% of the estimated value of contract, as may be decided by the Client, in favour of Pay and Accounts Officer, Office of the CAG of India, 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 as per Annexure-13 before commencement of the services.
- 4.2 Client shall prepare the draft Articles of Agreement in the Proforma (Annexure-13) 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.

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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

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

5.2 The Client shall hire vehicles on a monthly basis (regular monthly vehicles) and on a daily basis which will be hired as and when the need arises. The hiring of vehicles shall be done from National Capital Region (NCR Region) and from Delhi/New Delhi Region. The NCR Region comprises Noida, Ghaziabad, Gurgaon, Faridabad, Greater Noida.

5.3 The Bidders shall accordingly be required to quote their prices separately for Delhi/New Delhi Region and for NCR Region. The Bidders are therefore advised to go through the tender document carefully and quote their prices accordingly.

MONTHLY BASIS VEHICLES

5.3 **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 Delhi region and NCR Region.***

5.5 The Vehicles shall be hired on monthly basis in the slab of 2500 kilometers and 240 hours for a month (**30/31 days**), which is the minimum guarantee to be provided by the Contractor for a vehicle hired on monthly basis.

5.6 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. Subsequently, a gross total shall be arrived in respect of all the monthly hired vehicles indicating the gross total of kilometers run of each vehicle.

5.4 Further, the monthly hired vehicles shall be on **CLUBBING OF KILOMETERS BASIS**. That means, the gross total kilometers run by all the number of vehicles which are hired on Monthly Basis shall be clubbed at the end of the month to arrive at the total number of kilometers run by all the hired vehicles.

5.5 After clubbing of the kilometers of all the monthly hired vehicles, the net admissible kilometers will be arrived by

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multiplying the number of actual cars hired in the month and 2500 kilometers.

- 5.6 In the event of total kilometers of all the monthly hired vehicles is lesser than the net admissible kilometers i.e. the number of vehicles x 2500, there would be no payments for extra kilometers.
- 5.7 **A procedure for calculation of kilometers on cumulative basis and extra kilometers for monthly hired vehicles.**

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.

- 5.8 **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.

DAILY BASIS VEHICLES

- 5.9 **The Client may hire additional vehicles on a day to day basis depending on the requirements. NO Dead mileage will be admissible for daily basis vehicles also.**
- 5.10 **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.

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 Service Provider.
- 6.2 Submission of Performance Bank Guarantee

7. CONTRACTOR'S OBLIGATIONS

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- 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.
- 7.6.1 The Contractor shall also ensure that an Undertaking is submitted by their agency alongwith the Monthly Bill to the effect that they have paid salary to the Drivers engaged by their agency in the provision of providing hired vehicles in accordance with the prevailing minimum wages.
- 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.
- 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 The Contractor shall ensure that the drivers are well versed with the updated function of Global Positioning System (GPS) in case of emergency, they should be able to use the same.

7.9 Contractor's Personnel

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- 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 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.

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.

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- 10.3 The Contractor shall raise invoice per month and submit the same to Client by 5th 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 cost of the Contract shall be valid for the duration of the Contract. 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 Bid*.
- 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 Client shall not be responsible for any administrative charges incurred on account of payment of drivers insurance/EPF/ESIC and the Contractor shall bear the same in its own cost.

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;
- 11.1.3 the nature and extent of the event of Force Majeure;
- 11.1.4 the estimated Force Majeure Period,

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- 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)

14. INSOLVENCY

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- 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 in the Template provided in CPP portal 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.

17. CORRUPT OR FRAUDULENT PRACTICES

- 17.1 The Contractors shall observe the highest standard of ethics during the period of the contract.

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- 17.2 CAG's office shall reject the Bid, if it determines that the Bidder has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 17.3 CAG's office will declare a firm ineligible / black-list, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for this bid, or in executing the contract.
- 17.4 CAG's office shall also terminate the contract and black list the contractor in case it is found that the contractor was blacklisted /debarred by any other organization on any occasion.

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**ANNEXURE-5
SPECIAL CONDITIONS OF CONTRACT
(SCC)**

1. The special conditions of Contract shall supplement the other Annexures of the Tender Document.
2. The successful bidder/ Contractor is solely liable to fully indemnify and keep Client indemnified against all losses/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.

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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 is not older than 2016 model and 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.
13. The Contractor shall also ensure that atleast fifty percent of the required number of vehicles are in the name of the agency.

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ANNEXURE-6

**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.
- 1.14 Contractor shall ensure that the vehicles are thoroughly cleaned daily. The Contractor shall also ensure that provision of water bottle, newspaper, perfume and umbrella is made in all the hired vehicles.

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

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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.
- 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 **The client may hire additional vehicles on day to day basis depending on the requirements. NO Dead mileage will be admissible to the Contractor for daily basis additional vehicles also.**
- 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.

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- 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.

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 NCR Region on Monthly basis.
 - 4.1.2 Approximately 40-45 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.

ANNEXURE-7

PRICE BID

(to be quoted in CPP Portal in BoQ)

**PRICES ARE TO BE QUOTED IN TWO
CATEGORIES (.XLS file Sheets) IN THE .XLS
FORMAT FILE as under:**

- (i) Monthly Basis Vehicle**
- (ii) Daily Basis Vehicle**

**OFFICE OF THE COMPTROLLER AND AUDITOR GENERAL OF INDIA
NEW DELHI**

Tender No.194/GS/83-2019

Dated :

30.07.2019

QUOTE YOUR PRICES FOR **MONTHLY** BASIS HIRED VEHICLES

FOR DELHI / NEW DELHI REGION

(EXCEPT NCR Region)

Category	Quoted Price per vehicle for Monthly Hiring (Rs.)	Charges for Extra Kms per vehicle <i>(Shall be applicable only after crossing the admissible minimum guarantee of kilometers)</i> (Rs.)	Charges for Extra Hours per vehicle (Rs.)
Monthly Vehicle Hiring Charges for 2500 KM and 240 hours (Toyota Etios/ Maruti Swift Dzire)			
Monthly Vehicle Hiring Charges for 2500 KM and 240 hours (Maruti Ciaz/Honda City)			

QUOTE YOUR PRICES FOR **MONTHLY** BASIS HIRED VEHICLES

FOR NCR REGION

(EXCEPT NEW DELHI Region)

Category	Quoted Price per vehicle for Monthly Hiring (Rs.)	Charges for Extra Kms per vehicle <i>(Shall be applicable only after crossing the admissible minimum guarantee of kilometers)</i> (Rs.)	Charges for Extra Hours per vehicle (Rs.)
Monthly Vehicle Hiring Charges for 2500 KM and 240 hours (Toyota Etios/ Maruti Swift Dzire)			
Monthly Vehicle Hiring Charges for 2500 KM and 240 hours (Maruti Ciaz/Honda City)			

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QUOTE YOUR PRICES – FORM-II
FOR DAILY BASIS VEHICLES AND OUTSTATION

Sl. No.	Particulars	Daily Basis- Quoted Prices for vehicles hired from Delhi / New Delhi Region				Daily Basis-Quoted Prices for vehicles hired from NCR Region				Outstation- Quoted Rates for Outstation (Rs.)		
		Rate per vehicle for full day (8 hrs or 80 kms)			Rate per vehicle for Half Day (4 hrs. or 40 kms)	Rate per vehicle for full day (8 hrs or 80 kms)			Rate per vehicle for Half Day (4 hrs. or 40 kms)	Per Km. Charges per vehicle (Rs.)	Number of Km. per Day	Per Night Charges per vehicle (Rs.)
		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 Ciaz/ Honda City											
3.	Toyota Innova											
4.	Toyota Innova Crysta											

Signature of Bidder with office Seal

Date

Name of Person submitting Bid

Place

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**ANNEXURE-8
TECHNICAL BID FORM**

1. Name of the firm.....
2. Name of the authorised person submitting the Bid “Shri/Smt.....
3. Designation of the authorized person submitting the Bid.....
4. Name, Designation, address and Mobile Number of alternate person.....
.....
5. Address of the firm
.....
.....
6. Tel no. with STD code (O).....(Fax).....(R).....
7. Mobile No. of the person submitting the Bid.....
8. E-mail of the person submitting the Bid.....
9. Organization's email ID.....
10. Website Address.....
11. Registration & incorporation particulars of the firm:
 - i) Private Limited
 - ii) Public Limited
 - iii) Any other – Please specify.....
12. Name of Director(s).....
13. Email ID of Director (s).....
14. Mobile Number of Director (s).....
15. Bidder’s bank, its address and current account number
.....
.....
16. Permanent Income Tax number, Income Tax circle
17. GST No.
18. Particulars of EMD
 - i) Demand Draft / Bank Guarantee No.....
 - ii) Date.....
 - iii) Name of Bank.....
 - iv) Address of Bank.....

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v) Validity of BG/DD.....

19. Description of similar work of providing furniture items during the last three financial years in Government Departments

Description of Work / order executed	Actual Value of work / order executed	Name of Government Department / Organization	Start Date	Finish Date	Document evidence upload (Yes/No)

Details of Uploaded Documents

1.	Earnest Money Deposit	Yes/No
2.	Copy of PAN	Yes/No
3.	Copy of GST	Yes/No
4.	Copies of Last three years Balance Sheet	Yes/No
5.	Copies of ITR for the last three years	Yes/No
6.	Work orders and work completion certificates	Yes/No
7.	Annexure-2	Yes/No
8.	Annexure-8	Yes/No
9.	Annexure-9	Yes/No
10.	Annexure-10	Yes/No
11.	Annexure-11	Yes/No
12.	Annexure-12	Yes/No

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NEW DELHI**

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ANNEXURE-9

UNDERTAKING

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

A copy of Affidavit same should be scanned and uploaded in the CPP Portal and hard copy should be delivered alongwith other documents as per the timelines of the tender document.

1. I, the undersigned certify that I have gone through all the terms and conditions mentioned in the tender document No.....dated.....and undertake to comply with them unconditionally.
2. That the rates quoted by me are valid and binding upon me for the entire period of contract and it is certified that the rates quoted are the lowest rates as quoted in any other institution in India.
3. That 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 submitted by me/us in case of breach of conditions of Contract and take action for blacklisting my/our agency.
4. That I/We also give rights to the competent authority of the office of the Comptroller and Auditor General of India to forfeit the Earnest Money Deposit and initiate action against our agency for blacklisting in case our agency fail to accept the work order and/or execute the contract agreement, or in cases of negligence in executing the contract, or in case of breach of contract.
5. That I/We also give rights to the competent authority of the office of the Comptroller and Auditor General of India to forfeit the Earnest Money Deposit and blacklist our agency in case our agency fail to submit the performance bank guarantee in accordance with the terms and conditions of the tender document / contract agreement / Letter of Acceptance.
6. That I/We also declare that Government of India or any other Government body has not declared us ineligible or black listed or debarred us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of any nature.
7. That I hereby undertake to provide the items as per the directions given in the tender document/contract agreement.

Place:

Date:

Dated Signature of Bidder alongwith Stamp.....

Name of the Bidder.....

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ANNEXURE-10

**(Notarized Affidavit to be executed on non judicial stamp paper of Rs.10/-).
A copy of Affidavit same should be scanned and uploaded in the CPP Portal and hard
copy should be delivered alongwith other documents as per the timelines of the
tender document.**

- (i) That I, the undersigned that my firm has not been convicted of an offence under the Prevention of Corruption Act, 1988.
- (ii) That my firm has not been convicted under the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
- (iii) That I hereby certify that none of my relative(s) as defined in the 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 including termination of the Contract as deemed fit/without any prior intimation to me.

Place:

Date:

Dated Signature of Bidder alongwith Stamp.....

Name of the Bidder.....

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ANNEXURE-11

**(Notarized Affidavit to be executed on non judicial stamp paper of Rs.10/-)
A copy of Affidavit same should be scanned and uploaded in the CPP Portal and hard
copy should be delivered alongwith other documents as per the timelines of the
tender document.**

- (i) That I, the undersigned undertake that I have fully adhered to minimum eligibility criteria as per the requirements of the tender document No.....dated.....
- (j) That my agency M/s.....has atleast five years' experience for providing hired vehicles services in as per the requirements of the tender document No.....dated.....

Place:

Date:

Dated Signature of Bidder alongwith Stamp.....

Name of the Bidder.....

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ANNEXURE-12

**(Notarized Affidavit to be executed on non judicial stamp paper of Rs.10/-)
A copy of Affidavit same should be scanned and uploaded in the CPP Portal and hard
copy should be delivered alongwith other documents as per the timelines of the
tender document.**

- (i) That I, the undersigned undertake that my agency M/s..... have vehicles for providing requisite services in accordance with the tender No.....dated.....
- (ii) I also undertake that the vehicles deployed by our firm shall not be older than three years' model in any of the category of vehicles on the date of providing services.
- (iii) I also undertake that my agency shall have at least fifty percent of the total number of vehicles required on hiring basis in own name.
- (iv) I also undertake that the Drivers employed would be paid atleast minimum wages (both for skilled and unskilled) as per orders of Govt. of NCT of Delhi and oblige all statutory requirements with respect to ESI, EPF and other labour compliances etc., with reference to those Drivers in accordance with the conditions of the contract.

Place:

Date:

Dated Signature of Bidder alongwith Stamp.....

Name of the Bidder.....

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ANNEXURE-13

CONTRACT AGREEMENT No...../GSS/83-2019 dated.....

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/83-2019**”

- 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

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NEW DELHI**

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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 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.

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- (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.

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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ANNEXURE-14

PERFORMANCE BANK GUARANTEE

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

Date :

Bank Guarantee No :

Amount of Guarantee :

Favouring: **Pay and Accounts Officer, Office of the CAG of India, 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 PGB 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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ANNEXURE-15

(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.

Order of Preference	Name	Specimen Signatures
----------------------------	-------------	----------------------------

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

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ANNEXURE-16

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/83-2019 **dated** KNOW ALL MEN by these presents that WEof having our registered office at (Hereinafter called 'the Bank') are bound unto The Owner in the sum of Rs. 15,00,000/- (Rupees Fifteen 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 inof 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