



Bid Number: GEM/2022/B/2844921 Dated: 14-12-2022

Bid Document

Bid Details				
Bid End Date/Time	29-12-2022 15:00:00			
Bid Opening Date/Time	29-12-2022 15:30:00			
Bid Offer Validity (From End Date)	120 (Days)			
Ministry/State Name	Ministry Of Electronics And Information Technology			
Department Name	Na			
Organisation Name	Unique Identification Authority Of India (uidai)			
Office Name	Regional Office Lucknow			
Item Category	Monthly Basis Cab & Taxi Hiring Services - Premium Sedan; 2500 km x 320 hours; Local , Monthly Basis Cab & Taxi Hiring Services - Sedan; 2500 km x 320 hours; Local , Short Term Cab & Taxi Hiring Services - Premium Sedan; Local; 100Kms x12 Hrs , Short Term Cab & Taxi Hiring Services - Sedan; Local; 100Kms x12 Hrs			
Contract Period	2 Year(s)			
Minimum Average Annual Turnover of the bidder (For 3 Years)	20 Lakh (s)			
Years of Past Experience Required for same/similar service	3 Year (s)			
Past Experience of Similar Services required	Yes No			
MSE Exemption for Years of Experience and Turnover				
Startup Exemption for Years of Experience and Turnover	No			
Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer			
Bid to RA enabled	Νο			
RCM Applicable	Yes			
Type of Bid	Two Packet Bid			
Time allowed for Technical Clarifications during technical evaluation	2 Days			
Estimated Bid Value	5322778			
Evaluation Method	Total value wise evaluation			

	Bid Details
Financial Document Indicating Price Breakup Required	Yes
Breakup Required	

EMD Detail

Advisory Bank	State Bank of India	
EMD Amount	106456	

ePBG Detail

Advisory Bank	State Bank of India	
ePBG Percentage(%)	3.00	
Duration of ePBG required (Months).	26	

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

Beneficiary:

UIDAI

Unique Identification Authority of India (UIDAI), Regional Office Lucknow, Ministry of Electronics and Information Technology

(Uidai)

Splitting

Bid splitting not applied.

 The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
 Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid data sheet (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
 Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be guoted by the bidders and is also not going to have any

impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

4. Past Experience of Similar Services: The Bidder must have successfully executed / completed at least one single order of 80 % of the Estimated Bid Value or 2 orders each of 50 % of the Estimated Bid Value or 3 orders each of 40 % of the Estimated Bid Value for similar service(s) in last three years to any Central / State Govt Organization / PSU / Public Listed Company. Copies of contracts / work orders and documentary evidence of successful execution / completion in support of Past Experience of Similar Services along with names, address

and contact details of clients shall be uploaded with the bid for verification by the Buyer.

Section 9(3) Of GST

Where ever RCM is applicable, sellers (Regular GST registered seller who opted out of FCM, unregistered seller, seller registered under composition scheme)will be forced to put Zero GST and GST cess in their bids. Buyer will have liability of paying the GST and GST cess to the government on the specified rate mentioned by them in this Bid.

Additional Qualification/Data Required

Fleet of owned vehicles with service provider, (Please limit the number to up to 100% of the vehicles demanded or 30 whichever is lesser):5

Minimum years (up to 5 years) of experience in related field:3

Number (upto 100%) of vehicles demanded should have been provided in a single contract to a government agency in the past three years:5

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

Geographic Presence in States: Uttar Pradesh

Rate Per Km for Extra Usage in excess of chosen package as per the Vehicle Type selected. In case of bunch bid buyer must indicate extra KM rate for every Vehicle Type that is bunched::As per ATC/GeM SLA

Rate Per Hour (Inclusive of GST) for Extra Usage in excess of chosen packageAs per ATC/GeM SLA

Scope of Work:<u>1670836341.pdf</u>

Pre Bid Detail(s)

Pre-Bid Date and Time Pre-Bid Venue		Pre-Bid Venue
	23-12-2022 15:00:00	Unique Identification Authority of India (UIDAI) Regional Office, TC/46-V, 3rd Floor, Vibhuti Khand, Gomti Nagar, Lucknow – 226010

Monthly Basis Cab & Taxi Hiring Services - Premium Sedan; 2500 Km X 320 Hours; Local (${\bf 1}$)

Technical Specifications

Specification	Values	
Core		
Vehicle Type	Premium Sedan	
Type of car (Please select at least 3 options)	Maruti Suzuki Ciaz , Honda City , Hyundai Verna	
Usage Variant	2500 km x 320 hours	
Type of Service	Local	
Year of Vehicle Model	2020 , 2019 , 2021 , 2022 , 2018	
Km Travelled	Upto 50,000 Kms	
Air Conditioning Requirement	A/C	

Specification	Values
Area of Operation	Plains
Fuel Type	Diesel
Addon(s)	

Input Tax Credit(ITC) and Reverse Charge(RCM) Details

ITC on	ITC on GST			GST Cess 1 as per	Optional	
GST	Cess			RCM	RCM	
NA	NA	Yes	12%	12% NA		

Additional Specification Documents

Consignees/Reporting Officer

S.No. Consignee/Reporti		Address	Number of	Additional
ng Officer			Vehicle(s)	Requirement
1	Ram Babu	226010,UIDAI Regional Office, 03rd Floor, UP State Construction & amp; Infrastructure Development Corporation Ltd. Building, TC- 46/V, Vibhuti Khand, Gomti Nagar, Lucknow - 226 010	1	 Duration in Months : 24

Monthly Basis Cab & Taxi Hiring Services - Sedan; 2500 Km X 320 Hours; Local (4)

Technical Specifications

Specification	Values				
Core					
Vehicle Type	Sedan				
Type of car (Please select at least 3 options)	Honda Amaze , Maruti Suzuki Dzire , Hyundai Xcent , Ford Aspire , Tata Zest				
Usage Variant	2500 km x 320 hours				
Type of Service	Local				
Year of Vehicle Model	2020 , 2019 , 2021 , 2022 , 2018				
Km Travelled	Upto 50,000 Kms				
Air Conditioning Requirement	A/C				
Area of Operation	Plains				
Fuel Type	Diesel				
Addon(s)	Addon(s)				

Input Tax Credit(ITC) and Reverse Charge(RCM) Details

ITC on	ITC on GST	ST RCM GST as per GST Cess 1 as per Applicable RCM RCM		Optional	
GST	Cess			RCM	
NA	NA	Yes	12%	NA	Yes

Additional Specification Documents

Consignees/Reporting Officer

S.No. Consignee/Reporti		Address	Number of	Additional
ng Officer			Vehicle(s)	Requirement
1	Ram Babu	226010,UIDAI Regional Office, 03rd Floor, UP State Construction & Infrastructure Development Corporation Ltd. Building, TC- 46/V, Vibhuti Khand, Gomti Nagar, Lucknow - 226 010	4	 Duration in Months : 24

Short Term Cab & Taxi Hiring Services - Premium Sedan; Local; 100Kms X12 Hrs (1)

Technical Specifications

Specification	Values	
Core		
Vehicle Type	Premium Sedan	
Type of car (Please select at least 3 options)	Maruti Suzuki Ciaz , Honda City , Hyundai Verna	
Type of Service	Local	
Usage Variant	100Kms x12 Hrs	
Year of Vehicle Model	2020 , 2019 , 2021 , 2022 , 2018	
Km Travelled	Upto 50,000 Kms	
Air Conditioning Requirement	A/C	
Area of Operation	Plains	
Fuel Type	Diesel	
Addon(s)		
Outstation night charges applicable	Yes	
Addit	onal Details	
Type of Trip (One-way/Return)	Return	

Input Tax Credit(ITC) and Reverse Charge(RCM) Details

ITC on	ITC on GST	RCM	GST as per	GST Cess 1 as per	Optional
GST	Cess	Applicable	RCM	RCM	RCM
NA	NA	Yes	12%	NA	Yes

Additional Specification Documents

Consignees/Reporting Officer

S.No.	Consignee/Reporti ng Officer	Address	Number of Vehicle(s)	Additional Requirement
1	Ram Babu	226010,UIDAI Regional Office, 03rd Floor, UP State Construction & amp; Infrastructure Development Corporation Ltd. Building, TC- 46/V, Vibhuti Khand, Gomti Nagar, Lucknow - 226 010	1	 Estimated No. of Outstation Nights per vehicle : 48 Duration in Days : 48

Short Term Cab & Taxi Hiring Services - Sedan; Local; 100Kms X12 Hrs (1)

Technical Specifications

Specification	Values	
Core		
Vehicle Type	Sedan	
Type of car (Please select at least 3 options)	Honda Amaze , Maruti Suzuki Dzire , Hyundai Xcent , Ford Aspire , Tata Zest	
Type of Service	Local	
Usage Variant	100Kms x12 Hrs	
Year of Vehicle Model	2020 , 2019 , 2021 , 2022 , 2018	
Km Travelled	Upto 50,000 Kms	
Air Conditioning Requirement	A/C	
Area of Operation	Plains	
Fuel Type	Diesel	
Addon(s)		
Outstation night charges applicable Yes		
	Additional Details	
Type of Trip (One-way/Return)	Return	

Input Tax Credit(ITC) and Reverse Charge(RCM) Details

ITC on	ITC on GST	RCM	GST as per	GST Cess 1 as per	Optional
GST	Cess	Applicable	RCM	RCM	RCM
NA	NA	Yes	12%	NA	

Additional Specification Documents

Consignees/Reporting Officer

S.N	No. Consignee/Reporti ng Officer	Address	Number of Vehicle(s)	Additional Requirement
1	Ram Babu	226010,UIDAI Regional Office, 03rd Floor, UP State Construction & Infrastructure Development Corporation Ltd. Building, TC- 46/V, Vibhuti Khand, Gomti Nagar, Lucknow - 226 010	1	 Estimated No. of Outstation Nights per vehicle : 240 Duration in Days : 240

Buyer Added Bid Specific Terms and Conditions

1. Buyer Added Bid Specific Scope Of Work(SOW)

Text Clause(s)

SCOPE OF WORK

Site for providing Taxies: UIDAI, Regional Office, TC/46-V, 3rd Floor, Vibhuti Khand, Gomti Nagar, Lucknow- 226 010

1. Providing Commercial Taxies to UIDAI RO Lucknow for commuting officers, visiting dignitaries, official tours, attending meetings etc and other UIDAI Administrative requirements. The schedule of Taxis requirement includes Monthly and Daily options as mentioned below;-

SI. No	Category wise Description of vehicle of proposed to hire, as directed	Type of Taxi/Bus Hiring Services 2500 Km X 320 Hours	Nos.
1. Premium Sedan with the length between 4000 to 4600 mm.		Taxi such as Maruti Suzuki Ciaz/Honda City /Hyundai Verna or equivalent:	01

2.	Sedan with the length between 3990 to 4500 mm.	Taxi such as Honda Amaze/ Maruti Suzuki Dzire/Hyundai Xcent/ Ford Aspire/ Tata Zest or equivalent:	04
S		ring Services, 100 Kms X 12 hrs Local options) nd when required basis)	(Daily
3.	Premium Sedan with the length between 4000 to 4600 mm.	Taxi such as Maruti Suzuki Ciaz/Honda City /Hyundai Verna or equivalent:	01
4.	Sedan with the length between 3990 to 4500 mm.	Taxi such as Honda Amaze/ Maruti Suzuki Dzire/Hyundai Xcent/ Ford Aspire/ Tata Zest or equivalent:	01

The requirement of Taxis under all options may increase or decrease during the period of contract based on the actual requirement/deployment.

2. It is mandatory for the prospective bidders to quote, for all categories of vehicle. In case any bidder does not quote for any of the category of vehicle, such as bids, shall be summarily rejected.

3. The bidder must have at least 01 Premium Sedan and 04 Sedan vehicles commercially registered in the name of the firm/owner of the firm of manufacturing year 2018/2019/2020/2021/2022.

However, if the firm is not having 01 Premium Sedan Vehicle now as mentioned above, then Premium SUV vehicle, commercially registered in the name of the firm/owner of the firm as mentioned above, may also be considered for eligibility. Similarly if the firm is not having 04 Sedan vehicles now as mentioned above, either 4 Premium Sedan or 4 SUV commercial registered vehicles, commercially registered in the name of the firm/owner of the firm, as mentioned above, may also be considered for eligibility. However copy of Registration certificate must be submitted in their support.

4. <u>The bidding firms must have minimum 2 years experience of supplying vehicles to</u> <u>Govt. Departments/ PSUs. A certificate should be submitted in this regard under the</u> <u>signature of minimum Senior Time Scale (STS) or equivalent level Officer.</u>

- 5. The Taxis will be used to commute to the office and within the limits of Uttar Pradesh depending upon requirements.
- 6. The normal running of Taxis during a calendar month will be up to 2500 Kms & 320 Hrs. However, shortfall in utilization of the above stated limit in a particular month will be carried forward and can be utilized during the subsequent three months but within the contractual period.
- 7. Requirement of vehicles under daily options for the Sedan, Premium Sedan will be intimated in advance as and when required.
- 8. Payment for same will be made on actual uses of vehicles as per approved rates.
- 9. The above requirement of Taxis may increase/decrease by 30% during the period of contract.

10. **(a) Monthly Basis Cab and Taxi Hiring Services** - Once any number of vehicle is requisitioned on monthly basis, it will be utilized for complete full month. If Buyer chooses, not to avail services of the Vehicle at any point of time, it will be stopped by the firm and no payment will be given for the unutilized month/months.

(b) Short term basis Cab and Taxi Hiring Services - The payment of the vehicle will be done based on the actual basis i.e. payment will be made only for used vehicle.

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Additional Terms and Conditions

- 1. <u>The bidder has to accept all terms and conditions mentioned in the Scope of work & ATC. Further the bidder has also to submit all annexure along with relevant documents mentioned in the additional ATC.</u>
- 2. <u>The Minimum average Turnover of the firm for last 03 years should be not less than 20 Lakhs.</u>
- 3. The bidder must have at least 01 Premium Sedan and 04 Sedan vehicles commercially registered in the name of the firm/owner of the firm of manufacturing year 2018/2019/2020/2021/2022.

However, if the firm is not having 01 Premium Sedan Vehicle now as mentioned above, then Premium SUV vehicle, commercially registered in the name of the firm/owner of the firm as mentioned above, may also be considered for eligibility. Similarly if the firm is not having 04 Sedan vehicles now as mentioned above, either 4 Premium Sedan or 4 SUV commercial registered vehicles, commercially registered in the name of the firm/owner of the firm, as mentioned above, may also be considered for eligibility. However copy of Registration certificate must be submitted in their support.

- 4. <u>The bidding firms must have minimum 2 years experience of supplying vehicles to Govt.</u> <u>Departments/ PSUs. A certificate should be submitted in this regard under the signature of minimum Senior Time Scale (STS) or equivalent level Officer.</u>
- 5. <u>The bidding firm must have an office at Lucknow for effective communication and supervision purpose.</u>
- 6. The contract will be valid for a period of two years from the date of awarding of the contract, which may be extended for a further period of one year or part thereof if the performance/services found satisfactory, on the same rates at the same terms and conditions depending upon the requirement and administrative convenience of UIDAI. However, in the event of extension, the Taxis have to be replaced accordingly and the deployed Taxis **should not be older than 5 years**. The Service Provider shall also renew the PBG of appropriate value.
- 7. Taxis provided by the Service Provider should be in perfectly sound & working condition with decent interiors/other necessary accessories as defined in the contract. Registration/make of Taxies supplied shall be of 2018 and onwards. The taxies will be inspected by UIDAI prior to deployment and on satisfaction of UIDAI, will be deployed. The Service Provider shall specify the numbers of such taxies enclosing copies of Registration Certificates.
- 8. The contract can be short closed on account of unsatisfactory services upon performance review by the Competent Authority in UIDAI, RO Lucknow. The unsatisfactory service shall mean and include noncompliance and non-fulfillment of any of the contractual obligations by the service Provider and/or poor performance and violation of any of the terms and conditions of the tender. Contract and failure on its part to correct the discrepancies/shortcoming brought to its notice in writing by the competent authority of UIDAI, RO Lucknow.
- 9. Commercial Registered Taxis provided by the Contractor(s) should be in perfectly sound condition and should have decent interiors with other necessary accessories as defined in the contract. The firm should specify the numbers of such vehicles enclosing copies of their RC in the name of the bidder/Firm. After the completion of the one year contract period the vehicles older than 4 years should be replaced. The vehicles should require to be comprehensively insured in compliance of the provisions of Motor Vehicle Act.
- 10. The vehicles will have to be fitted /provided with the following additional accessories/utilities.

- a) Tool box & Stepney,
- b) Dress of drivers as decided by UIDAI, RO, Lucknow,
- c) First aid box and torch,
- d) Good and clean seat covers, floor mats, etc.,
- e) Good Quality music system with AM/FM radio,
- f) Tissue paper box,
- g) Mobile charging facility in the car,
- h) Fire extinguisher,
- i) Car Perfume.
- 11. Firms/Agency should have sufficient numbers of drivers having experience of driving in Uttar Pradesh.
- 12. If required, the vehicle shall be made available on Saturdays, Sundays and non-working days.
- 13. The vehicles to be deployed should be preferably White / Off White in colour and should be Diesel driven.
- 14. No mileage will be allowed for lunch/tea of the driver. Driver should carry his/her lunch.
- 15. Only such firms/ individuals may apply whose Taxis have been duly authorized by the concerned RTO for use as TAXI and who have telephone connections available at their Premises/Garage/Stands from where such taxis are to be operated and can be requisitioned by the Office of the Unique Identification Authority of India.
- 16. The Monthly hired vehicle can be used for travel to outstation anywhere in the geographical jurisdiction of UIDAI Regional Office Lucknow i.e. in anywhere in Uttar Pradesh.
- 17. The Daily basis hired vehicle may be demanded in any district of Uttar Pradesh. The firm/agency should ensure that the drivers employed hold valid driving license, are well trained, well behaved, reasonably educated, conversant with traffic rules/regulations and city roads/routes as well as security instructions.
- 18. Each driver employed by the firm must have a cell-phone duly activated.
- 19. Each driver should wear uniform while on duty.
- 20. A list of drivers who would be deployed on duty along with their valid driving license nos. has to be provided to the Unique Identification Authority of India. No driver should be changed unless the user officers to whom the driver reports is apprised.
- 21. The firm should inform in advance the bio- data of all drivers who would be deployed on duty to the Unique Identification Authority of India.
- 22. Declaration from the transporter on their letter-head stating that the drivers provided are of Good Character, vetted by police for security, have valid driving license and are aware of the roads of Lucknow will be provided to the Unique Identification Authority of India.
- 23. The Agency/Firm should have an adequate number of telephones for contact round the clock and these may be conveyed to this office and also provide the complete details of the relationship manager who would be responsible to take care of UIDAI, RO Lucknow requirement/account.
- 24. On expiry of the contract, a portion of the said Bank Guarantee considered sufficient to cover any incorrect or excess payments made to the Service Provider, shall be retained till the final audit report examined and received on the bills of Service Provider.
- 25. The Agency/Firm should have a provision to take bookings 24 x 7.
- 26. The firm/agency should be experienced in providing fleets for events, delegations, meetings and conferences etc.
- 27. Any overtime arising due to breakdown of vehicle supplied by Firm/Agency shall be on his account and shall not be charged to UIDAI, RO Lucknow.
- 28. A daily record indicating time and mileage for each vehicle shall be maintained by the driver in a log book in a format as per govt. instructions and the log book shall be submitted to the concerned users/officers in UIDAI, RO Lucknow regularly for scrutiny.
- 29. The time and mileage shall be taken into account from the reporting time at the appointed place (both at

the time of reporting and closing). There will be no dead mileage. In other words, back and forth journeys from the taxi stand to the reporting place and leaving place to taxi stand will not be counted for computing the mileage or time.

- 30. A vehicle will be allowed for booking only in condition when the Milo meter is sealed. If during the running of the vehicle it is found that the Milo meter is unsealed then forfeiture of hiring charges and a penalty as fixed by UIDAI, RO Lucknow will be imposed.
- 31. Once the hiring of vehicles commences from a particular Firm/Agency, the vehicles and drivers should not be changed unless so requested for by the UIDAI, RO Lucknow. The vehicle must be available at any time of days as desired by the UIDAI, RO Lucknow.
- 32. In case of breakdown of any vehicle during official duty, it shall be the responsibility of the firm to provide a substitute vehicle which is of similar make as replacement immediately.
- 33. The liability of the UIDAI, RO Lucknow will be limited to the hiring charges agreed in the contract.
- 34. No additional terms & conditions over and above the conditions stipulated above shall be entertained by UIDAI, RO Lucknow.
- 35. Actual parking charges/Toll charges will be payable along with the monthly bills, only upon submission of the parking bills/toll receipts etc.
- 36. The Firm/Agency will be responsible for compliance of all statutory provisions related to minimum Wages, etc. in respect of the drivers employed by it. The tendering Firm/Agency will be fully responsible for payment of wages and to her dues and compliance of all Labour laws, welfare schemes applicable to the drivers deployed by them in UIDAI, RO Lucknow.
- 37. While the Unique Identification Authority of India has a regular requirement for hiring taxis, it shall have the right not to utilize the services at all at any time for any period without giving any notice. The office will also reserve the right to hire taxis from other service provider of such services even during the period of contract.
- 38. In case of breach of any of terms and conditions mentioned above, the Competent Authority will have the right to cancel the work order without assigning any reason thereof, and nothing will be payable by this Department in that event and the Security Deposit in the form of Performance Bank Guarantee shall be en-cashed.
- 39. The Bank Guarantee can be forfeited by order of the Competent Authority of Unique Identification Authority of India in the event of any breach or negligence or non-observance of any terms/conditions 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 Unique Identification Authority of India as 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.
- 40. In case of vehicle change more than once in a month in respect of a particular user/officer without prior permission of user/officer, amount equivalent to one day hiring charge (i.e.1/26th) will be deducted for each unauthorized change.
- 41. The successful bidder is expected to meet the requirement of vehicles on Daily hire option to UIDAI, RO Lucknow. Failure to provide the vehicles on request would amount to unsatisfactory rendering of service and such cases will be dealt as per the penalty clauses.
- 42. The whole responsibility of chauffeur, fuel and maintenance will be undertaken by the successful bidder at his/her own cost for which UIDAI, RO Lucknow will be paying monthly rental as agreed in the contract.
- 43. Successful Bidder is required to undertake and ensure complete preventive and breakdown maintenance of the vehicles as per Manufacturer's defined/recommended maintenance Schedule.
- 44. Successful bidder must ensure periodic replacement of Battery & Tyres as per Manufacturer's specifications.
- 45. The successful bidder shall be required to undertake complete management of an accident case including insurance settlements, claims process management and all activities associated thereto.

46. **PENALTY CLAUSE**

Penalty will be levied, for the violation of terms & condition of the contract in the following manner:

S.No	Problem	Penalty	Remarks
1	Late Arrival - Upto 30 Minutes - 30 Minutes and beyond	Rs. 100/- Rs. 300/-	The officer concerned, depending upon the urgency, can hire a taxi for the day or take a taxi to reach the destination, payment of which shall be borne by the defaulting service provider within 48 hours of such incidence. If the contractor fails to meet this obligation in that case the amount paid by the user + daily charges on the pro rata basis + penalty will be deducted.
2	Failure to provide alternative arrangement within one hour of Vehicle Breakdown. Failure to provide the vehicle for whole day in monthly option	Rs. 300/- Rs. 500/-	The officer concerned, depending upon the urgency, can hire a taxi for the day or take a taxi to reach the destination, payment of which shall be borne by the defaulting service provider within 48 hours of such incidence. If the contractor fails to meet this obligation in that case the amount paid by the user + daily charges on the pro rata basis + penalty will be deducted.
3	Unclean vehicle or Seat Cover/ smell in vehicle	Rs. 100/- on first occasion and Rs. 200/- on each consecutive day and so on.	The user officer should mention in log sheet or through written complaint to DD (Admin) UIDAI RO Lucknow.
4	Non functioning of AC in	Rs. 500/-	The user officer should
	Car	per day	mention in Log Sheet regarding Non functioning of AC
5	Change of Vehicle/Driver without prior intimation of UIDAI RO Lucknow& officers to whom vehicle is attached	Rs. 100/-	On each occasion Removal of driver and/or Vehicle from the fleet on more than three instances
6	Driver's behavior and poor knowledge about route of Lucknow	Rs. 100/- per day	Driver to be changed by service provider
7	Failure to provide vehicle on daily basis/ On request	Rs. 1000/-	On each occasion
8	Non-compliance of any other terms & conditions	Rs. 500/- on first instance and Rs. 1000/- on consecutive instances	For each violation per vehicle.
9	Meter tampering resulting in fast meter	Rs. 1000/- on first instance and Rs. 3000/- on second instance	Termination of vehicle on third instance

10	Irregularities such as overwriting,	Rs. 500/-	On each occasion
	forged entries etc. in the duty slips (to be maintained in prescribed format)		
11	Driver's Misbehavior such as abusing, physical intimidation or similar with the user or under the influence of any intoxicant	Immediate replaceme	ent of Driver

47. Compensation/recovery:

a) Compensation/recovery clause on account of variation in fuel prices on quarterly basis:- To take care of price variation in fuel (Diesel), the price compensation/recovery will be as per the following formula:

% compensation/recovery = (F1/F0-1)*100*0.20

Where F1 is the minimum price of Diesel cost during the month to which the bill will relate.

F0 is Diesel cost; as on the bid opening date.

-/+ indicates recovery and compensation respectively.

% compensation/recovery will be on the accepted rates for Premium Sedan and Sedan segments of taxies indicated.

(Note: If there is decrease in Fuel Price, formula will indicate negative figure which means the deduction shall be done from the Bill)

- b) The service provider shall submit supplementary bill for reimbursement toward increase in Fuel price on quarterly basis by first week of the quarter. This supplementary bill is to be supported with proof of fuel price prevailing on the 1st of the month for which the bill pertains.
- c) Compensation/recovery due to increase in fuel price will be reviewed by UIDAI RO Lucknow on quarterly basis.

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity/restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and/or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents/clauses shall also be null and void. If any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

This Bid is governed by the <u>General Terms and Conditions</u>, conditons stipulated in Bid and <u>Service Level Agreement</u> specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---Thank You---