

Bid Document

Bid Details	
Bid End Date/Time	23-06-2022 14:00:00
Bid Opening Date/Time	23-06-2022 14:30:00
Bid Offer Validity (From End Date)	65 (Days)
Ministry/State Name	Ministry Of New And Renewable Energy
Department Name	Solar Energy Corporation Of India
Organisation Name	Solar Energy Corporation Of India
Office Name	Nbcc Office Block East Kidwai Nagar New Delhi
Item Category	Monthly Basis Cab & Taxi Hiring Services - Sedan; 3000 Km x 364 hours; Local 24*7 , Monthly Basis Cab & Taxi Hiring Services - Premium Sedan; 3000 Km x 364 hours; Local 24*7 , Monthly Basis Cab & Taxi Hiring Services - Premium SUV; 3000 Km x 364 hours; Local 24*7
Contract Period	2 Year(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)	31 Lakh (s)
Years of Past Experience Required for same/similar service	3 Year (s)
Past Experience of Similar Services required	Yes
MSE Exemption for Years of Experience and Turnover	No
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	No
Time allowed for Technical Clarifications during technical evaluation	3 Days
Evaluation Method	Total value wise evaluation

EMD Detail

Advisory Bank	ICICI
EMD Percentage(%)	2.00

EMD Amount	159360
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ePBG Detail

Advisory Bank	ICICI
ePBG Percentage(%)	3.00
Duration of ePBG required (Months).	27

(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:

Solar Energy Corporation of India Limited

Refer Tender for the Bid processing Fee & EMD details to be submitted. 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023

(Solar Energy Corporation Of India Limited)

Splitting

Bid splitting not applied.

MSE Purchase Preference

MSE Purchase Preference	No
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Details of the Competent Authority for MSE

Name of Competent Authority	Sh B. P. Yadav
Designation of Competent Authority	Joint Secretary, MNRE
Office / Department / Division of Competent Authority	
CA Approval Number	
Competent Authority Approval Date	01-06-2022
Brief Description of the Approval Granted by Competent Authority	Letter attached wherein SECI is providing exemption for EMD & Bid Processing Fees to the MSMEs & No provision of Purchase preference is There. We have already allowed MSMEs to participate.

Competent Authority Approval for not opting Micro and Small Enterprises Preference : [View Document](#)

1. 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.

2. 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.
3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
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.

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):10

Drivers on Payroll (in Numbers) (Please limit the number to up to 100% of the vehicles demanded or 30 whichever is lesser):6

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

Geographic Presence in States:It is a custom made bid. The terms & conditions of attached tender document will prevail.

Annual Turnover and Profit Requirement:It is a custom made bid. The terms & conditions of attached tender document under Scope of Work will prevail.

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::Refer Tender for detailed QR.

1. Rates for Extra Kms - For Monthly Vehicles (INR) - Fixed Rates valid for PAN India basis/ Outstation

- a. Sedan/Maruti Suzuki Dzire - INR 14/Km
- b. Premium Sedan/Maruti Suzuki Ciaz - INR 17/Km
- c. Premium Sedan/Toyota Innova Crysta - INR 19/Km

2. In case of outstation journey & Vehicle stays overnight at the outstation, outstation charges will be: (Applicable for Monthly Rental Vehicles) - Fixed Rates valid for PAN India basis. - INR 300/- will be paid per day

Rate Per Hour (Inclusive of GST) for Extra Usage in excess of chosen packageRefer Tender for detailed QR based on which the shortlisting of the Service Providers/Bidders will be done.

1. Rates for Extra Hours - For Monthly Vehicles (INR) - Fixed Rates valid for PAN India basis/ Outstation

- a. Sedan/Maruti Suzuki Dzire - INR 38/Hour
- b. Premium Sedan/Maruti Suzuki Ciaz - INR 44/Hour
- c. Premium Sedan/Toyota Innova Crysta - INR 50/Hour

Scope of Work:[1654003117.pdf](#)

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue

10-06-2022 14:00:00	A Pre-Bid / clarification Meeting conference shall be held as per notification on SECI's website www.seci.co.in or as per the date given on published bid document in GeM portal which will be conducted Online/ Or at SECI office, 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023 / Or at the location as notified by SECI. Only two persons from the Bidder company are allowed to attend the same.
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Monthly Basis Cab & Taxi Hiring Services - Sedan; 3000 Km X 364 Hours; Local 24*7 (3)

Technical Specifications

Specification	Values
Core	
Vehicle Type	Sedan
Type of car (Please select at least 3 options)	Maruti Suzuki Dzire
Usage Variant	3000 Km x 364 hours
Type of Service	Local 24*7
Year of Vehicle Model	2021 , 2022 , As defined in Eligibility criteria
Km Travelled	Upto 25,000 Kms
Air Conditioning Requirement	A/C
Area of Operation	Plains
Fuel Type	Any
Addon(s)	

Additional Specification Documents

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Number of Vehicle(s)	Additional Requirement
1	AKASH SINGH	110023,6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023	3	<ul style="list-style-type: none"> Duration in Months : 24

Monthly Basis Cab & Taxi Hiring Services - Premium Sedan; 3000 Km X 364 Hours; Local 24*7 (2)

Technical Specifications

Specification	Values
Core	
Vehicle Type	Premium Sedan

Specification	Values
Type of car (Please select at least 3 options)	Maruti Suzuki Ciaz
Usage Variant	3000 Km x 364 hours
Type of Service	Local 24*7
Year of Vehicle Model	2021 , 2022 , As defined in Eligibility Criteria
Km Travelled	Upto 25,000 Kms
Air Conditioning Requirement	A/C
Area of Operation	Plains
Fuel Type	Any
Addon(s)	

Additional Specification Documents

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Number of Vehicle(s)	Additional Requirement
1	AKASH SINGH	110023,6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023	2	<ul style="list-style-type: none"> Duration in Months : 24

Monthly Basis Cab & Taxi Hiring Services - Premium SUV; 3000 Km X 364 Hours; Local 24*7 (1)

Technical Specifications

Specification	Values
Core	
Vehicle Type	Premium SUV
Type of car (Please select at least 3 options)	Toyota Innova Crysta
Usage Variant	3000 Km x 364 hours
Type of Service	Local 24*7
Year of Vehicle Model	2021 , 2022 , As defined in Eligibility Criteria
Km Travelled	Upto 25,000 Kms
Air Conditioning Requirement	A/C
Area of Operation	Plains
Fuel Type	Any
Addon(s)	

Additional Specification Documents

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Number of Vehicle(s)	Additional Requirement
1	AKASH SINGH	110023,6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023	1	<ul style="list-style-type: none">Duration in Months : 24

Buyer Added Bid Specific Terms and Conditions

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

File Attachment [Click here to view the file.](#)

2. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

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 specification 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.

This Bid is governed by the [General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) 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---

SECTION I

INVITATION FOR BIDS (IFB)

Hiring of Rental Commercial Vehicle Services through GeM



SOLAR ENERGY CORPORATION OF INDIA LIMITED

(A Government of India Enterprise)



Solar Energy Corporation of India Limited (hereinafter called as SECI/ Owner/ buyer), New Delhi Invites Bids in **Online mode on GeM portal** from the eligible Transport Companies / Vehicle Rental Agencies / Bidders / Service Providers, who fulfil qualification / eligibility criteria as stipulated in the subsequent Document & are bonafide, competent and experienced agencies of good repute, credentials, and sound financial standing for the **“Hiring of Rental Commercial Vehicles to be taken on Monthly Rental basis for Official Travel Requirements at Solar Energy Corporation of India Limited, New Delhi, India through GeM”** called as per the scope of work and terms and conditions set out in the Bidding document

SECI intends to hire **06 (Six) cars on Monthly contract basis**. However, actual number of hired Commercial vehicles / cars / cabs required may vary based on official demands. The Bidder shall have to provide Commercial vehicles duly registered in Delhi NCR (Petrol / Diesel) and complying to emission norms of Bharat Stage IV / VI (Euro IV / VI) of the categories for the Commercial vehicles covering but not limited to Maruti Suzuki Ciaz, Maruti Suzuki Swift Dzire & Toyota Innova Crysta. The Bidders should have a Garage within 10 kms radius of SECI's registered office, so as to cater any exigent situations.

For the implementation of above-mentioned work, Transport Agencies / Bidders / Companies / Service Providers should submit their Techno Commercial & Price Bid proposals complete in all respect in **Online/ Offline on GeM portal**. **Offline documents including Covering Letter, Bid Processing Fee, EMD, Power of Attorney & Board resolution are to be submitted under offline mode** in separate sealed covers, super-scribed with **“Hiring of Rental Commercial Vehicles to be taken on Monthly Rental basis for Official Travel Requirements at Solar Energy Corporation of India Limited, New Delhi, India through GeM”** at the following address so as to reach on or before **Last date & Time of Submission of Bids given in the published bid document on GeM portal** positively to

Sh. Boda Pool Singh

Senior Engineer (C&P)

Solar Energy Corporation of India Limited

6th Floor, Plate-B, NBCC Office Block Tower-2,

Hiring of Rental Commercial Vehicle Services through GeM



East Kidwai Nagar, New Delhi-110023

Telephone: 011 24666293, Extension 293

E mail: contracts@seci.co.in; boda.poolsingh@seci.co.in;

Bidders also have the option of submitting the Bid Processing Fees & EMD through online mode to SECI through NEFT/RTGS, complete bank details of which are available at SECI's website at www.seci.co.in. However, the remittance copy of such online transaction needs to be submitted along with the Techno commercial bid. Bidder shall submit the Bid proposal, complete in all respect as per the Bid Information sheet.

1. The complete Bidding Documents are available at GeM portal <https://www.gem.gov.in>, Central Public Procurement portal (CPPP) of GoI at www.eprocure.gov.in as well as on SECI's website <http://www.seci.co.in>. However, for the purpose of participation, the official copy of the bidding documents shall only be downloaded from GeM portal at <https://www.gem.gov.in>, as per the provisions available therein. Accordingly, the online bid also has to be uploaded by the respective bidders at <https://www.gem.gov.in> only & no other mode of participation is permitted for this tender document other than GeM Portal.
2. Interested bidders have to necessarily register themselves on the GeM portal <https://www.gem.gov.in> to participate in the bidding under this invitation for bids. It shall be the sole responsibility of the interested bidders to get themselves registered at the aforesaid portal for which they are required to contact GeM Help-desk to complete the registration formalities. The details of GeM Help-desk is mentioned on the Bid Information Sheet. All required documents and formalities for registering on GeM are available at <https://www.gem.gov.in>.

They may obtain further information regarding this IFB from the registered office of SECI at the address given on the Bid Information Sheet from 10:00 hours to 17:00 hours on all working days till the last date of the Bid Submission.

For proper uploading of the bids on the portal namely <https://www.gem.gov.in> (*hereinafter referred to as the 'portal'*), it shall be the sole responsibility of the bidders to apprise themselves adequately regarding all the relevant procedures and provisions as detailed in the portal as well as by contacting GeM Help-desk directly, as and when required, for which contact details are also mentioned on the Bid Information Sheet. The Employer in no case shall be responsible for any issues related to timely or properly uploading/ submission of the bid in

accordance with the relevant provisions of Section III - ITB of the Bidding Documents.

3. A Single Stage Two Envelope Bidding Procedure will be adopted and will proceed as detailed in the Bidding Documents. Bidding will be conducted through the competitive bidding procedures as per the given provisions of bidding document and the contract shall be executed as per the provisions of the Contract. It shall be noted that the respective rights of the owner and the Bidder/ Contractor shall be governed by the Bidding Documents/ Contract signed between the owner and the Contractor for the mentioned work.
4. Bidders should submit their bid proposal online complete in all aspect on or before last date and time of Bid Submission as mentioned on GeM Portal at <https://www.gem.gov.in> and as indicated in the Bid Information Sheet.
5. Bidder shall submit bid proposal along with non-refundable Tender Processing Fees, Earnest Money Deposit (EMD) if applicable in all respect as per the Bid Information Sheet. Techno-Commercial bids will be opened as per the Bid Information Sheet in online presence of authorised representatives of bidders who wish to be present offline/ online. Bid proposals received without the prescribed Tender Processing Fees and Earnest Money Deposit (EMD, if applicable) will be rejected. **In the event of any date indicated is a declared Holiday, the next working day shall become operative for the respective purpose mentioned herein.**
6. Tender documents which include Eligibility Criteria, Technical Specifications, various Conditions of Contract, Formats etc. can be downloaded from GeM portal at <https://www.gem.gov.in>. **It is mandatory to download official copy of Tender Document from GeM Portal to participate in the Tender.** Any amendment(s)/ corrigendum(s)/ clarification(s) with respect to this Tender shall be uploaded on GeM portal. The Bidder should regularly check for any Amendment(s)/ Corrigendum(s)/ Clarification(s) on the above mentioned GeM Portal. The same may also be uploaded on SECI website <http://www.seci.co.in> also. **However, in case of any discrepancy, the information available on GeM Portal shall prevail.**
7. Bidder selected shall be responsible for the performance of the following scope of work (more detailed in this tender document):
 - (i) **“Hiring of Rental Commercial Vehicles to be taken on Monthly Rental basis for Official Travel Requirements at Solar Energy Corporation of India Limited, New Delhi, India through GeM”.**

8. Performance Securities as per this tender document shall be furnished by the successful bidder after issuance of Work Order (WO)/Notification of Award (NOA)/ Letter of Intent (LOI)/ Letter of Award (LOA) by the Owner.
9. **Employer/ Owner reserves the right to cancel/ withdraw this invitation for bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.**

INTERPRETATIONS

1. Words comprising the singular shall include the plural & vice versa.
2. An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
3. A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
4. Different parts of this contract are to be taken as mutually explanatory and supplementary to each other and if there is any differences between or among the parts of this contract, they shall be interpreted in a harmonious manner so as to give effect to each part.
The table of contents and any headings or sub headings in the contract has been inserted for case of reference only & shall not affect the interpretation of this agreement.

DISCLAMIER:

1. Though adequate care has been taken while preparing the Bid Document, the Bidders shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within ten (10) days from the date of notification of Issue / publish of the Bidding Documents, it shall be considered that the Bidding Document is complete in all respects and has been received by the Bidder.
2. Solar Energy Corporation of India Limited (SECI) reserves the right to modify, amend or supplement this Document including all formats and Annexures.

3. While this Document has been prepared in good faith, neither SECI nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this Document, even if any loss or damage is caused by any act or omission on their part.

BID INFORMATION SHEET

Name of Work/ Brief Scope of Work/ Job	Hiring of Rental Commercial Vehicles to be taken on Monthly Rental basis for Official Travel Requirements at Solar Energy Corporation of India Limited, New Delhi, India through GeM.					
Tender Ref No. & Date	As per the GeM Bid No and Date given in the published bid document on GeM portal.					
Type of Tender	<table border="1"> <tr> <td>e-Tender</td> <td>Yes</td> </tr> <tr> <td>Manual</td> <td></td> </tr> </table>	e-Tender	Yes	Manual		
e-Tender	Yes					
Manual						
Completion/ Contract Period	02 (Two) years from the date of Notification of Award (NOA)/ Work Order (WO).					
JV/Consortium	NOT ALLOWED					
Number of Bids per Bidder	01					
Bid Validity	180 days or as mentioned in the published bid document on GeM portal.					
Bid Currency	INR					
Cost of Bidding Document	Free of Cost					
Tender/ Bid Processing Fee (NON-REFUNDABLE)	<table border="1"> <tr> <td>APPLICABLE</td> <td>Yes</td> </tr> <tr> <td>NOT APPLICABLE</td> <td></td> </tr> </table>	APPLICABLE	Yes	NOT APPLICABLE		<p>Amount: INR 6000/- (Indian Rupees Six Thousand Only) inclusive of GST @ 18% per bid to be submitted in the form of either through NEFT/ RTGS transfer in the account of SECI or Demand Draft/ Banker's Cheque in favour of "Solar Energy Corporation of India Limited, New Delhi" Payable at New Delhi. Bid Processing Fee is to be deposited along with the Bid document submission.</p>
APPLICABLE	Yes					
NOT APPLICABLE						

Earnest Money Deposit (EMD)	<table border="1" data-bbox="617 193 1164 348"> <tr> <td>APPLICABLE</td><td>Yes</td></tr> <tr> <td>NOT APPLICABLE</td><td></td></tr> </table> <p>Amount: INR 1,59,360/- (Indian Rupees One Lakh, Fifty-Nine Thousand and Three hundred Sixty only) in the form of ‘either through NEFT/ RTGS transfer in the account of SECI or Demand Draft/ Banker’s Cheque in favor of “Solar Energy Corporation of India Limited”, New Delhi Payable at New Delhi or in the form of Bank Guarantee as per the prescribed format (With a validity of 180 days from the Due date of Bid Submission). EMD to be deposited along with the Bid document submission.</p>	APPLICABLE	Yes	NOT APPLICABLE	
APPLICABLE	Yes				
NOT APPLICABLE					
Contract Performance Security	<table border="1" data-bbox="617 829 1164 984"> <tr> <td>APPLICABLE</td><td>Yes</td></tr> <tr> <td>NOT APPLICABLE</td><td></td></tr> </table> <p>The successful bidder shall furnish an unconditional and irrevocable Contract Performance Security within 30 days from the issuance of the Notification of Award (NOA) from SECI. The Contract Performance Security shall be in the form of ‘either through NEFT/ RTGS transfer in the account of SECI or Demand Draft/ Banker’s Cheque in favour of “Solar Energy Corporation of India Limited, New Delhi” Payable at New Delhi or in the form of Bank Guarantee as per the prescribed format and shall be in the currency of the Contract. The value of the Contract Performance Security shall be INR 2,39,040/- (Indian Rupees Two Lakhs, Thirty-Nine Thousand and Forty only). This Performance security will be valid for a total period of 27 Months (24 Months commercial rental vehicles hiring period + 03 Months additional) from the date of its issuance.</p>	APPLICABLE	Yes	NOT APPLICABLE	
APPLICABLE	Yes				
NOT APPLICABLE					

Date, Time & Venue of Pre-Bid Meeting	A Pre-Bid / clarification Meeting conference shall be held as per notification on SECI's website www.seci.co.in or as per the date given on published bid document in GeM portal which will be conducted Online/ Or at SECI office, 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023 / Or at the location as notified by SECI. Only two persons from the Bidder company are allowed to attend the same.
Last date & Time of Submission of Bids	As per the date & time given in the published bid document on GeM portal.
Opening of Techno Commercial Bids	As per the date & time given in the published bid document on GeM portal.
Opening of Financial Bids	To be intimated subsequent to the shortlisting of Techno Commercial Bids.
Name, Designation, Address and other details (For Submission of Response to Tender)	Sh. Boda Pool Singh Senior Engineer (C&P) Solar Energy Corporation of India Limited 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023 Telephone: 011 24666293, Extension 293 E mail: contracts@seci.co.in; boda.poolsingh@seci.co.in;
Details of persons to be contacted in case of any assistance required	1) Sh. AKASH SINGH Deputy Manager (Solar) Ph: 011-24666 258 2) Sh. BODA POOL SINGH Senior Engineer (C&P) Ph:01124666 293
<u>Important Note</u> 1. Any bidder, who meets the Qualifying Requirement and wishes to quote against this tender, may download the complete bidding document along with its	

amendment(s) if any from GeM Portal (<https://www.gem.gov.in>) and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the due date of bid submission.

2. Clarification(s)/Corrigendum(s) if any shall also be available on above referred websites.
3. Prospective Bidder are requested to remain updated for any notices/amendments/clarifications etc. to the Tender Document from GeM and/or SECI website. No separate notifications will be issued for such notices/amendments/clarification etc. in the print media or individually. All the information related to this Tender Document shall be updated in the GeM Portal (<https://www.gem.gov.in>) and/ or SECI website (www.seci.co.in) only.

1. INTRODUCTION

- 1.1 Solar Energy Corporation of India Limited (hereinafter called “SECI / Employer”) is a Government of India Enterprise, under the administrative control of the Ministry of New & Renewable Energy (MNRE). One of the main objectives of the Company is to assist the Ministry and function as the implementing and facilitating arm of the Jawaharlal Nehru National Solar Mission (JNNSM) for development, promotion and commercialization of solar energy technologies in the country.
- 1.2 To cater to the need of Rental Commercial Vehicle requirements on regular basis, SECI intends to invite Techno Commercial & Price Bids from the eligible Transport Companies / Agencies / Bidders / Service Providers for Rental Commercial Vehicle Services to cater the official travel requirements on Monthly basis at Solar Energy Corporation of India Limited Registered office address, New Delhi.
- 1.3 The Bidders who are Techno-commercially qualified, shall be providing services to SECI for consideration in future requirements also. However, Solar Energy Corporation of India Limited on its Sole Discretion may call for an open or Limited enquiry based on its future Rental Commercial Vehicle requirements.
- 1.4 The Bidders / Agencies are advised to read carefully all instructions and conditions appearing in this document and understand them fully. All information and documents required as per the Bidding Document must be furnished. Failure to

provide the information and / or documents as required may render the bid technically unacceptable.

- 1.5 The Bidders / Agencies shall be deemed to have examined the Document, to have obtained his own information in all matters whatsoever that might affect carrying out the works in line with the scope of work specified elsewhere in the document at the offered rates and to have satisfied himself to the sufficiency of his bid. The Bidder shall be deemed to know the scope, nature and magnitude of the works and requirement of materials, equipment, tools and labour involved, wage structures and as to what all works he has to complete in accordance with the bid documents irrespective of any defects, omissions or errors that may be found in the bid documents.
- 1.6 This is an open tender/bid for the eligible Service Providers / Transport Companies / Agencies / Bidders who fulfil eligibility criteria laid down in the Bidding documents. The bidders for this contract will be considered only from those firms / companies who meet the requisite eligibility criteria as mentioned in Eligibility Criteria at clause 1.3 of Section III.
- 1.7 Any kind of Technical or Financial JV/Consortium is not allowed under this Bid Document.
- 1.8 Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will be an offence under laws of India. Such action will result in the rejection of the tender, in addition to other punitive measures.

SECTION II

SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

1. SCOPE OF WORK

The overall scope of work will include supply of Rental Commercial Vehicle Services on SECI's requirement basis to cater the official travel Requirements on Monthly basis with the following detailed Specifications

- 1.1 SECI intends to hire 06 (Six) Commercial Vehicle/Cars on Monthly contract basis. However, the quantities mentioned are tentative & may vary upon SECI's actual Commercial vehicle requirement.

Sr. No.	Vehicle Segment	Quantity (Nos.)
1	Maruti Ciaz	02
2	Maruti Swift Dzire	03
3	Toyota Innova Crysta	01
Total		06

However, the quantities mentioned are tentative & may vary upon SECI's actual Commercial Vehicle requirement. The actual requirement may increase or decrease as per job requirement from time to time. The same shall be informed by the Officer-in-charge to the Contractor for addition or withdrawal of Vehicles, Fifteen days (15) days in advance. Payment shall be made for actual usage only.

- 1.2 Bids are invited for the provision of registered commercial vehicles on Monthly hire basis, with a licensed driver. Contract shall be as per the requirement of SECI Head Office.
- 1.3 The contractor will be required to provide stipulated quantities of specified Commercial Vehicles for stipulated time duration in perfect condition with Drivers and Fuel to SECI on hiring basis.
- 1.4 The quantities of Monthly Commercial Vehicles stipulated are approximate for general guidance and may vary as per actual requirement.
- 1.5 The Commercial Vehicle(s) are required as per necessity from the date of issue of the Notification of Award (NoA). **The contracted Monthly Commercial Vehicles are to be used officially only for the Company works by the designated Officer.**
- 1.6 The Duty Hours and Kilometres for vehicles other than the fixed contract vehicles will be calculated from the reporting time to releasing time of the vehicle on each day. Extra run of ½ hour for reporting and ½ hour for garaging will be entertained.

The bill to be prepared on the basis of Day & Time/ KM figures in the report release column of the duty slip. However, for Reporting & Garaging maximum extra run will be restricted to 10 KMs each for both the sides. The Contractor shall make the vehicle available maximum within 30 (Thirty) minutes from the time of intimation/ requisition by SECI.

- 1.7 The Log Book or Duty Slip is to be maintained by the Contractor as per proforma to be specified by the Officer in Charge, which is to be acknowledged by the Personal & Administration (P&A)/ Controlling Officers of SECI. In case of loss of the said Log-Book or Duty slip, the P&A/ Controlling Officer's decision regarding payment will be final & binding.
- 1.8 The Personal & Administration (P&A)/ Controlling Officer of SECI will coordinate & control the Contract operation and his/ her decision and instructions will be binding on the Contractor.

2. DRIVERS

- a. Upon Award of Contract, the Contractor shall submit the details of Drivers proposed to be engaged along with back-up documents. The details shall comprise Name, Age, Address, Police Verification cum Clearance Certificate, Medical Fitness Certificate, Contact Numbers & Driving License Number.
- b. Drivers must possess valid Light Motor Vehicles (LMV) Driving License and shall have minimum 03 (Three) Years of experience of safe driving of minimum Light Motor Vehicles (LMV).
- c. Drivers must be free from any contagious disease. Routine Medical Check-up of all the Drivers must be carried out in every 06 (Six) Months upon commencement of Contract and the Medical Fitness Certificate must be produced to the Personal & Administration (P&A)/ Controlling Officer of SECI.
- d. All the Drivers should be disciplined, punctuated, having no criminal background/ no criminal case should be pending against him in any court of Law. The Contractor should provide Police Verification cum Clearance Certificate to the Personal & Administration (P&A)/ Controlling Officer of SECI corresponding to all the Drivers at the time of Award of Contract.
- e. All the Drivers must have adequate knowledge to read/ write and speak Hindi and English.

- f. The Drivers shall not have any record of driving under influence of liquor/ narcotics substances and accidents.
- g. All the Drivers must wear Uniform i.e., Full Sleeve White Shirt & White Pant, Black Shoes with White Hat. The Contractor should provide 02 Sets of Uniforms to each and every Drivers along with name badges.
- h. All the Drivers must be provided with Mobile Phones with Proper Working Condition. The Mobile Phones must be accessible 24 x 7.
- i. Usage of Mobile Phone while driving the Vehicle is strictly prohibited.
- j. Such of those Drivers who are not up to company's expectation should be replaced immediately.
- k. Drivers shall strictly adhere to the rules and regulations laid down by the State Transport Authorities, besides the Safety & other Rules laid down by SECI from time to time.
- l. The Contractor should furnish a passport size colour photograph of their Drivers with copy of the valid Driving License of the Drivers for issue entry permit pass/ SECI's records.
- m. The Contractor shall submit the copy of the antecedents and character certificates of their drivers and other workmen deployed for this Contract obtained from the Local Police Authorities.
- n. The Contractor shall provide, at his own cost, all employees with necessary Identity Cards/ License, Uniforms, which they shall display on their person to distinguish them from unauthorized persons.
- o. Recovery for non-compliance to the above conditions shall be levied, as specified in this tender document.
- p. While on duty the driver should keep with him the complete, proper & up-to-date records of the Commercial Vehicle along with valid Driving License and Pollution Certificate. In case of any violation as per Indian Motor Vehicle (MV) Act, same shall be borne by the Contractor.
- q. SECI, at its discretion, can decide to engage its own drivers for the vehicles

provided by Contractor. In such cases, the driver wages shall be reduced from the Monthly charges quoted by the Contractor.

- r. Drivers should be fully conversant with the routes to Delhi/ New Delhi and NCR and would preferably having previous experience of providing similar services.

3. RESPONSIBILITY OF CONTRACTOR

- a. The Contractor is solely responsible for all actions including payment of any type of claims arising out of infringement of rules, regulations, accident or any other unforeseen happening. In case the vehicle is withdrawn for maintenance/ repair/ breakdown, a substitute vehicle of similar segment should be provided forthwith within minimum waiting time.
- b. The Contractor must have an office/ garage within Delhi/ NCR and provide contact telephone/ mobile numbers for round the clock contact. The Bidders should preferably have a Garage within 10 KMs radius of SECI's registered office, so as to cater any exigent situations. In case the bidder is not having a garage within 10 KMs radius of SECI's registered office, they may open a garage within 10 KMs radius of SECI's registered office in the event of award of Contract at their own discretion.
- c. Intending bidder must have at least one active fixed/ mobile where requisition of Commercial Vehicles can be conveyed all the 24 hrs. Telephone/ Mobile Number must be specified in the Bid.
- d. In case of emergency i.e. breakdown en-route, the Contractor shall have to arrange for alternate Commercial Vehicle for escorting persons and materials.
- e. The liability arising out of accident of the hired Commercial Vehicle under relevant sections of applicable Motor Vehicle Act and IPC shall solely be on the Contractor. SECI has no responsibility whatsoever and will not entertain any claim in this regard under any provision of the Law.
- f. The engagement and employment of drivers and payment of wages to them as per existing provisions of various labour laws or regulations will be the sole responsibility of the Contractor and in the event of any failure, it shall be deemed to be breach of this contract if not adhered to.
- g. The Contractor shall assign the job of driving of hired Commercial Vehicles

only to the qualified, experienced, licensed drivers and also assume full responsibility for the safety and security of the riders. The essential spares are to be stored in the Vehicle for trouble free driving. SECI shall have no direct or indirect liability arising out of negligent, rash and impetuous driving which is an offence under relevant section of IPC & Motor Vehicle Act and any loss caused to SECI will have to be suitably compensated by the Contractor.

- h. The Contractor shall when called upon to do so, place at the disposal of SECI such number of Commercial Vehicles as any be required although the number of Commercial Vehicles so demanded may be more than the number of Commercial Vehicles he is required to supply for the purpose of execution of the Contract at same rate and terms and conditions.
- i. In case of Break down/ servicing/ repair, the Contractor shall provide alternate Commercial Vehicle of same Make and Model or higher category make, failing which Vehicle shall be hired from any other source/ sources at the risk and cost of the Contractor.
- j. The maintenance cost, charges of fuel (Petrol/ Diesel), Road Tax, Permit Fee, Traffic Challans, Salary of the Driver, the overtime and mobile phone usage charges of the driver etc. are the responsibility of the Contractor and should be payable by the Contractor only.
- k. The Contractor should supply Commercial Vehicles registered with State Transport Authority/ Delhi/ NCR or similar Commercial Vehicles registered in other areas of NCR. The Commercial Vehicles should fulfil the condition prescribed in Motor Vehicles Act”1988 as amended time to time.
- l. The driver should also have some knowledge of car mechanism so that he could attend minor repairs and should be well conversant with roads and routes in Delhi/ NCR. All the Commercial Vehicles shall have toolbox, first aid box, spares, fire extinguisher, torch, umbrella etc.
- m. The Contractor shall keep indemnified and hold harmless SECI and its employees against all and any claims, demands, losses, damages, penalties, expenses and proceedings connected with the implementation of this agreement or arising from any breach or non-compliance whatsoever by the Contractor or any of the persons deployed by it pursuant hereto of or in relation to any such matter as aforesaid or otherwise arising from any act or omission on their part, whether wilful or not, and whether within or without the premises.

- n. The Vehicles allotted for SECI's use and the drivers engaged to drive these vehicles should not be used for any other purposes except for meeting SECI's requirements.
- o. Contractor's staff will be subjected to physical checking/ frisking by the Security staff of the SECI/ Building Owner. The cars provided by the Contractor shall also be subject to checking by Security staff of the SECI/ Building Owner.

4. CONDITION OF VEHICLES

- a. The Commercial Vehicles deployed during the contractual period at any point of time should be well maintained and in perfect running condition as per SECI's requirement with proper Pollution Check and valid Pollution Certificate.
- b. The Commercial Vehicle shall always be properly sanitized, provided with decent upholstery, clean Seat Covers, comfortable seat cushions and other basic fittings/ accessories like USB/ FM Radio Players etc. for maximum comfort of passengers.
- c. Insurance: The provided Commercial Vehicle must be fully and comprehensively insured covering the risk to the driver and all passengers including Third Party. Also Documents in support of Insurance, should be submitted by the Contractor, which are deployed at SECI for regular use.
- d. The Commercial Vehicle sent to SECI office on requisition must have all relevant documents like Registration Certificate/ Driving License/ Insurance/ Road Tax Receipt/ Permit Fee/ Pollution Certificates/ Passenger Tax/ Border Tax/ Mobile Phone etc. The Commercial Vehicle should be licensed and shall conform to all Govt. Rules and Regulation being in force from time to time.
- e. If the Commercial Vehicle does not report at the requisitioned time or is not found in good condition or without proper documents, the vehicle may be rejected and sent back. No payment shall be made on account of car so rejected.
- f. Compliance of all statutory obligations viz. Industrial Dispute Act, Workmen's Compensation Act, Social Security Code, Code on Wages, etc. shall be the obligation of the Contractor and the Contractor shall indemnify and shall always keep SECI indemnified against any liability falling on SECI due to non-compliance of statutory obligations by the Contractor or any of its agents/

servants/ drivers or for any reason whatsoever. The Contractor will be responsible for the conduct of their staff.

- g. Commercial Vehicles provided by the Contractor to SECI shall use the fuel as specified against different categories with proper entries in RC. If any vehicle provided to SECI is found to be using any other fuel except the one declared, the Contract may be terminated besides invoking Contract Performance Guarantee and further action under the terms and conditions of the Contract.
- h. The Commercial Vehicle shall have valid permits for plying in NCR area such as Gurgaon, Noida, Greater Noida, Ghaziabad, Faridabad. In addition to Delhi in case of local journey, the Commercial Vehicles should conform to all Govt. rules and regulations in force from time to time which shall be ensured by the Contractor/ Service Provider.

5. General Terms & Conditions:

- a. The P&A/ Controlling officer of this Company to whom the Commercial Vehicle shall essentially report is empowered to return the Vehicle if he feels that it is not worth traveling and no payment will be made for the said day. Moreover, no payment will be made for the day, if the transport contractor fails to render service in time for the day. If the services of the contractor at any stage are found unsatisfactory, the company is likely to cancel the Contract without assigning any reason/ notice and his Performance Security deposit will be forfeited without any litigation.
- b. The day will be reckoned from mid-night to mid-night.
- c. Journey within Delhi/ NCR area will be treated as local journey.
- d. The Contractor should have a fleet of minimum 10 (Ten) registered Commercial Vehicles of Different Models/ Categories.
- e. SECI reserves the right to Forfeit of Contract Performance Security in case the Contractor fails to supply agreed no of cars of required make.
- f. The Officer in Charge of Cars shall be at liberty to object to and require the Contractor to remove forthwith from the Cars any person employed by the Contractor if, in the opinion of official in charge of car, such person is disobedient/ insubordinate or mis-conducts himself, is incompetent or negligent in the proper performance of his duties or whose employment is

otherwise considered undesirable and such person shall not be again deployed by Contractor without the written permission of officer-in-charge. Any person so removed shall be replaced by a competent substitute. The decision of officer-in-charge shall be final and shall not be questioned on any ground whatsoever.

- g. Contractor shall ensure that vehicles deployed under this contract are covered by a comprehensive Insurance Policy. Under no circumstances shall SECI to compensate for any loss or damage that may be caused out of contingencies like fire, riots, strike & terrorism damage during engagement.
- h. Insurance of all the drivers and the Cars will be responsibility of Contractor. In case any driver is on leave a suitable replacement will be provided by the Contractor.
- i. No mileage will be claimed for driver's lunch/ breakfast or drawl of fuel etc.
- j. The normal area of duty of the Vehicle will cover the entire NCR region but at times, depending upon the requirement, vehicle may have to go to the neighbouring States (Haryana, Uttar Pradesh, Uttarakhand, Punjab, Himachal Pradesh, Rajasthan etc.) as well.
- k. Parking Charges, Toll Tax, DND Charges, Passenger Tax which are specifically related to and incurred in connection with a particular journey performed at the behest of the user shall be reimbursed as per actual by SECI on certification by the user on submission of original documentary proof. State Entry Tax for journey to NCR outside Delhi will also be reimbursed by SECI on submission of original documentary proof.
- l. SECI shall not entertain any claim arising out of mishap, if any, that may take place. The Contractor shall be fully responsible for any loss or damage to the Commercial Vehicle or occupants and shall be liable to pay full compensation for any injury or any other loss to passengers. SECI shall neither be responsible nor liable to pay any compensation for injury/ death caused to the operating staff in the event of any accident while on Contractor's duty. In case of any third-party claim against SECI for any act of the employees of the Contractor/ agency, the Contractor/ agency shall act as guarantor and indemnify SECI to the extent of all claims and expenses. The insurance shall be maintained by the Contractor at its cost.
- m. No other person except Contractor's authorized representative shall be allowed

into SECI premises and they shall not do any private work other than their normal duties.

- n. Contractor shall be directly responsible for any/ all disputes arising between him and his personnel and keep SECI indemnified against all losses, damages and claims thereof.
- o. No Police case/ FIR against the vehicle and no pending court case against the vehicle.
- p. The personnel engaged by the Contractor shall be on the duty of the Contractor/ agency and under no circumstance shall be deemed to be on the rolls of SECI. SECI shall have no relationship of Master and Servant or principal and Agent or nexus of any kind whatsoever with such staff deployed by the Contractor/ agency. Such staff shall not be entitled to claim any right, privilege or benefit from SECI and in the event of any such claim, the Contractor/ agency undertakes to indemnify SECI for any loss or damage, financial or otherwise.
- q. The Contractor shall ensure that all meters and devices of the Light Vehicles particularly the Odometer are correctly calibrated and in working condition. SECI's Officer-in-charge shall have full power to check the meter for its correctness and take appropriate action, including termination of the contract/ particular Vehicle. In case of failure of Odometer, necessary corrective action must be taken immediately, failing which the KMs certified by SECI's Officer-in charge shall be FINAL and no further claim shall be entertained.
- r. For the purpose of accounting and billing, the Contractor has to maintain a log book duly approved by SECI, giving details of the places visited, the timings and KMs travelled for each trip. The driver shall get signed each trip from the official using the Vehicle for the trip. The opening and closing meter reading will have to be attested by SECI's Officer-in-charge or his authorized representative. The log sheets shall be submitted to SECI's Officer-in-charge along with the relevant bills.
- s. If SECI require the services of any of the above vehicles beyond the contractual period any additional services of vehicles, as and when required during the contractual period for a minimum period of 15 days. This is over and above the scheduled numbers indicated in the tender category/ group. However, Contractor shall be informed about the requirement one week in advance for mobilization of additional vehicle. The rates shall be as per the NOA issued under category/ group. The Contractor shall abide by the instructions of SECI's

Officer-in charge in this regard.

- t. Toll & Parking Charges: Toll and Parking charges incurred for the respective cars shall be reimbursed on a Monthly basis based on actual, subject to production of the original proof of payment towards the above charges.
- u. No others charges can be entitled for payment other than stated above, e.g., If Police levied for any traffic violation by the driver. It is clear that the driver or the contractor has to bear such expenses.

6. VEHICLE REQUISITIONING AND DUTY SLIP

- 6.1 Booking of vehicles given by authorized SECI Officials/ Officer in Charge shall only be considered for purpose of payment. The Contractor shall maintain the duty slip/ log sheet for every trip giving all the details viz. vehicle no., make, name and designation of user, reporting and releasing place, starting and closing kms, starting and closing time.
- 6.2 The duty slip/ log sheet duly filled in should be duly signed by the user. It should be ensured that there is no overwriting in the log sheets/ duty slips. Tampering with the contents of the duty slip/ log sheets would be viewed very seriously. In no case duty slip/ log sheet without signature will be accepted for payment unless specifically intimated in advance.

7. OTHERS TERMS:

- a. The firm should be registered and should furnish a copy of registration certificate in support thereof.
- b. The quoted Charges shall remain Fixed/ FIRM during the entire contract period and no variation shall be permissible.
- c. The quoted prices shall be exclusive of GST component. GST shall be payable extra at actual based on invoice bearing GST Registration Number.
- d. Increase/decrease/new impositions in any Central/State/Local Government duties/levy, changes in minimum wages act, other price revision, etc., shall not be considered as a plea to revise the hire charges in contract throughout the duration of the contract, including extension, if any.

- e. Any other statutory increase with direct or indirect impact on the cost of the operations shall under no circumstances be considered as a plea for revision of rates of hire charges.
- f. The quoted prices shall be valid during entire contract period including any time extension, if any.
- g. The Contractor shall submit the copy of the antecedents and character certificates of their drivers and other workmen deployed for this contract obtained from the Local Police Authorities.
- h. The contractor shall not sublet the contract either fully or partly.
- i. Food/Beverages/Snacks will not be provided by SECI to the drivers/cleaners of the Light Vehicles.

8. RECOVERY FOR VIOLATIONS:

SECI has the right to impose liquidated damages for any loss, monetary or otherwise, towards the following service deficiencies by the cab operator.

SL No	Description of violation/deficiency	Penalty Amount (Rs.)
1	Misbehavior / unruly behavior of drivers	Rs.1000/- (Rupees one thousand only) will be deducted; SECI reserves the right to instruct the contractor to change the driver.
2	For not providing SECI monogram in vehicles as stipulated in tender	Rs.250/- (Rupees two hundred and fifty only) will be deducted per occasion per vehicle
3	Vehicle is not as per make/model (or) physical condition specified in the contract	No payment shall be made; SECI reserves the right to terminate the entire contract or vehicle or levy penalty
4	For failure to provide vehicle on any day	Double the rate of per day shall be deducted
5	If contractor replaces the vehicle with another one without prior intimation to the Officer-in-charge	Rs.500/- (Rupees five hundred only) per day will be deducted for the period of non- availability of the vehicle

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6	If the contractor fails to provide the vehicle at the specified timings	SECI reserves the right to hire vehicle from other sources and recover from the contractor the charges for hiring the vehicle plus 15% as Administrative charges; if the vehicle reports late for duty.
7	Scheduled Vehicle (s) not reporting in time as per tender conditions as requested by the Guest/ OIC	Deduction of Rs.250 (Rupees two hundred and fifty only) per hour shall be made per occasion.
8	If the trip sheet / log sheet is not filled / updated on every completed trip on any day. On inspection any discrepancy is noticed by OIC, then	Rs.500/- (Rupees five hundred only) will be deducted per occasion per vehicle. KMs as decided by Officer-in-charge shall only be considered and payment shall be made on prorated basis. SECI reserves the right to terminate the entire contract or vehicle.
9	If Odometer is found defective	KMs as decided by Officer-in-charge shall only be considered and payment shall be made on pro-rata basis. SECI reserves the right to terminate the entire contract or vehicle
10	Parking of contractor's vehicle in the car park allotted for Employees and Parking at NO Parking Zone	Rs.250/- (Rupees two hundred and fifty only) will be deducted per occasion per vehicle.
11	Stepney (spare wheel) not available in the vehicle	Rs.1000/- will be deducted per occasion per vehicle.
12	Copies of the RC Book, Insurance, Permit Tax not available in vehicle	Rs.500/ (Rupees five hundred only) will be deducted per occasion per vehicle.
13	Damage to the company property will have to be replaced by the same quantity and quality	Rs.1000/-penalty (or) replacement cost whichever is more will be imposed each time (or) the amount as decided by OIC.
14	If any driver / cleaner attends duty in intoxication conditions / found in possession of illegal items	The concerned Driver / Cleaner shall be sent out immediately and the entry pass will be deactivated and his entry shall be debarred permanently

	banned by the company / statutory authorized inside the cab / SECI Premises.	
15	Drivers grouping / assembling company hours and playing card / or any other game / gambling etc., inside SECI premises	The concerned Driver / Cleaner shall be sent out immediately and his entry shall be debarred permanently.
16	Vehicle's cleanliness & sanitization both inside / outside are not up to the mark during inspection of OIC	Rs.500/ (Rupees five hundred only) will be deducted per occasion per vehicle.

Note:

- a. The quantum of LD will be double from the third occurrence of violation/ deficiency in service
- b. The LDs mentioned above are in addition to the LDs mentioned in the SCC / elsewhere in the tender document, for non-compliance to safety rules & regulations of SECI.

9. TERMINATION OF CONTRACT:

- a. Notwithstanding anything contained in any other clause, the Company reserves the right to terminate the contract due to any failure on the part of the Contractor in discharging their obligations under the contract or in the event of their becoming insolvent or going into liquidation. The decision of the Company about the failure on the part of the Contractor shall be final and binding on the Contractor.
- b. The Company shall also have without prejudice to other rights and remedies, the right in the event of breach by the Contractor of any of the terms and conditions of the contract, or due to the Contractor's inability to perform as agreed for any reason whatsoever to terminate the contract forthwith and get the work done for the unexpired period of the contract at the risk and cost of the Contractor and recover losses, damages, expenses or costs that may be suffered or incurred by the Company. The decision of the Company about the breach/failure on the part of the Contractor shall be final and binding on the Contractor and

shall not be called into question.

- c. The Company also reserves the right to terminate the contract at any time during its currency without assigning any reason thereon by giving one month notice in writing to the Contractor at their last known place of residence and the Contractor shall not be entitled to any compensation by reason of such termination. The decision of the Company under this clause shall be final, conclusive and binding on the Contractor and shall not be called into question.
- d. Submission of false documents for tender qualification purpose or false vehicle documents after award of contract shall result in Termination of the Contract.

Upon award of contract, if the contractor refuses to provide the required number of Light Vehicles within the time period stipulated in the contract, SECI has the right to terminate the contract without any notice and to forfeit the EMD submitted by the contractor.

10. WAGES:

MONTHLY HIRED CARS

- a. The contractor shall make payment/ Wages to the Drivers in the category of “**SKILLED LABOUR**” deployed by him before 7th of every month in the presence of Officer-in-charge. Bank challan for payment of wages to driver engaged for SECI to be submitted every month alongwith the bills for the month
- b. The contractor shall make payment to the Drivers deployed by him as per the Minimum Wages Act and ensure that the Drivers to be deployed by him are paid not less than the minimum notified wages prescribed from time to time.
- c. Also, any increase in pay due to revision of basic and DA that are effected by Government, from time to time, the same has to be borne by the contractor. Any claim on this account will not be paid or reimbursed by SECI.
- d. Payment of wages to Drivers is contractor’s responsibility and it should not be linked with Monthly bill payment by SECI.
- e. If the contractor fails to pay the wages to his Drivers / comply with the

relevant statutory provisions, company would make necessary arrangement for the same and recover the cost thereof from the Security Deposit / Bills payable to the contractor.

- f. The Contractor shall possess PF Registration Certificate and ESI Registration Certificate on their own name

The Contractor shall submit proof for remitting PF/ESI for their drivers during the first week of the following month for services rendered during the previous month along with copy of the Salary registers for having paid Monthly salary to their drivers.

SECTION III

INSTRUCTION TO BIDDERS AND ELIGIBILITY CRITERIA

1. Bid Information and Instructions to Bidders

1.1 Obtaining Bid Document, Processing Fee & EMD:

- (a) The Bid Document can be downloaded **free of cost** from GeM portal <https://www.gem.gov.in> from the date mentioned in the **Bid Information Sheet**.
- (b) Prospective Service Providers / Bidders interested to participate in the bidding process are required to submit their Techno Commercial & Price Bid Proposals in response to this Bid Document along with a non-refundable Bid processing fee & Earnest Money deposit (EMD) as per the prescribed format also mentioned in the **Bid Information Sheet**. A Bidder will be only eligible to participate in the bidding process on submission of Bid processing fee & EMD. In case of any inconformity or query, SECI may seek clarifications so as to get the genuine queries addressed & resolved. SECI may seek clarifications from the Bidders so as to ascertain the correctness of facts & documents as presented by the Bidder.
- (c) It may be noted that SECI will not pay any amount / expenses / charges / fees / out of pocket expenses, regardless of the conduct or outcome of the Bidding process.

1.2 Bid Submission

The bidding methodology adopted for this Hiring of Rental Commercial Vehicles shall be a Single Stage Two envelop system i.e. The Bidders shall submit their Bid/Proposal (Both Techno-Commercial and Financial Bid) at the same time On GeM portal in line with this Bid Document. The last date for submission of bids is as mentioned in the **Bid Information Sheet**. **No bids shall be accepted after the date and time mentioned in the Bid Information Sheet**. Techno-Commercial bids shall be opened for all the Bids submitted by the prospective bidders. Financial Price bids shall only be opened for the short listed & eligible Bidders based on Techno-Commercial bid evaluation.

1.3 Minimum Eligibility Criteria

1.3.1 General Eligibility:

- a) The Bidder should be a body incorporated in India under the Companies Act, 2013 including any amendment thereto, Government owned Enterprises who are registered and incorporated in India, Limited Liability Companies, Limited Liability Partnerships, Proprietorships or Partnership firms.

However, those bidders are not allowed to participate, against whom sanction for conducting business is imposed by Government of India or SECI.

- b) In case of registered Companies, the copies of Certificate of Incorporation (CoI), Article of Association (AoA), and Memorandum of Association (MoA) shall be provided along with the bid. In case of other Companies/ Firms, the relevant document demonstrating the status of registration of the Company/ Firm to be provided along with the bid.
- c) NGOs, Charitable Trusts, Educational Societies are not eligible for participation in this Tender. Bids by Consortium/ JV are not allowed for participation under this Tender.
- d) Company should not have been barred / blacklisted for taking up “similar work” in any organisation. It shall be the sole responsibility of the bidder to inform SECI in case the bidder is debarred from bidding by any organisation. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders.
- e) The Bidder should not be under any liquidation court receivership or similar proceedings on due date of submission of bid.
- f) **The Tender Processing Fee and EMD, if applicable is exempted for MSME Vendors registered under NSIC/ Udyog Aadhaar/DIC Category only. To avail the exemption in Tender Processing Fee in case of consortium/ JV, all the members should be registered as MSME Vendors under NSIC/ Udyog Aadhaar Category/DIC.**

1.3.2 Technical Eligibility Conditions:

The Service Provider can participate through below mentioned qualifying Criteria. The Service Provider shall be considered meeting Technical & Financial Eligibility criteria as mentioned below:

- a) The Bidder should be in the field of providing similar works for not less than 03 Years as on last date of bid submission
- b) The bidder should have successfully executed contracts of “Similar Works” in any of the last 07 (Seven) years. “**Similar Works**” means means, Supply of AC/Non-AC Commercial vehicles/Cabs/Cars or SUV/MUV Commercial vehicles to the Govt./Autonomous Bodies/PSUs/JVCs of PSUs/Private Firms on hiring basis.

Further,

The bidder should have successfully completed at least one single similar work order of value of **INR 63,74,400 (Indian Rupees Sixty Three Lakhs Seventy Four Thousand & Four Hundred Only)** or more during any of the last 07 (Seven) years.

Or

The bidder should have successfully completed at least two similar work orders of value of **INR 39,84,000 (Indian Rupees Thirty Nine Lakhs & Eighty Four Thousand only)** or more during any of the last 07 (Seven) years.

Or

The bidder should have successfully completed at least three similar work order of value of **INR 31,87,200 (Indian Rupees Thirty One Lakhs Eighty Seven Thousand & Two Hundred only)** or more during any of the last 07 (Seven) years.

- c) Out of the similar works undertaken by the contractor, at least one of them should be for Central/State Government/Central/State Autonomous Bodies /Public Sector Undertaking.
- d) The Bidder should have office of their own in Delhi/NCR and having their Supervisor in Delhi/ NCR Delhi. A self-certification on the letterhead of the Bidder (duly stamped and signed) indicating address and contact details to be submitted along with the bid.
- e) Bidder should have among its clients, reputed institutes/centres or corporate in public/private sector, for whom they have been providing the similar services. Names and addresses of such clients along with details regarding nature, amount and period of the contracts should be furnished. Certificates from the clients regarding the quality and duration of service rendered shall also be furnished.

1.3.3 Financial Eligibility Conditions:

- a) The Minimum Average Annual Turnover (MAAT) of the bidder in the last three financial years (i.e. FY 2019-20, 2020-21 & 2021-22) should be **INR 31,87,200 (Indian Rupees Thirty One Lakhs Eighty Seven thousand & two hundred only) ***.

*MAAT shall mean Revenue from Operations as incorporated in the profit & loss account excluding other income, e.g. sale of fixed assets. This must be the individual Company's turnover and not that of any group of Companies. A summarized sheet of average turnover, certified by a practicing Chartered Accountant/Statutory Auditor should be compulsorily enclosed along with corresponding annual accounts. In case of tender having the submission deadline up to 30th September of the relevant financial year and audited financial results of immediate 3 preceding financial years being not available, the bidder has an option to submit the audited financial results of three years immediately prior to relevant financial year.

- b) The net worth for the last financial year should be positive. "Net Worth" of the Bidder shall be calculated as per Company Act 2013.
- c) The Bidding Company should have valid PAN, GST registration.

1.3.4 The details of the Vehicles to be hired as per GeM are as under:

Usage Variant: Monthly (3000 Kms or 364 Hrs basis)

1.3.5 **Year of Vehicle Model:** The contracted Commercial vehicles should not be more than 01 (one) year old and should have not travelled more than 25000 Kms on the last date of bid submission having excellent working condition with good seats and upholstery.

1.3.6 The Bidder must have at least a minimum fleet of 10 different capacities / Models registered Commercial vehicles. The Commercial vehicle should be authorized to ply as hired Commercial vehicles as per Section-66 MVA-1988, in Delhi/NCR registered in the name of firm or in the name of proprietor or in the name of partner(s)' of the firm. (Self-attested copy of partnership deed or article of association or ownership certificate to be enclosed). **Bidders not fulfilling the mentioned fleet size criteria, will be rejected during the Techno commercial stage itself.** A list of Commercial vehicles indicating the make, registration no. & Model along with of photocopies of Registration Certificates fulfilling the aforesaid condition should be provided as per the formats given.

1.3.7 **Vehicle Type:** Includes the following vehicles with AC:

- a. Sedan variant - Maruti Suzuki Dzire
- b. Premium Sedan - Maruti Suzuki Ciaz
- c. Premium SUV - Toyota Innova Crysta

1.4 Documents to be signed and submitted by Service Providers / Bidders

In case of the Bid submission by a company/organization, the bid shall be signed by the individual legally authorized person to enter into commitments on their behalf. Only one submission of response to Bid/Tender Document by each bidder will be permitted. The documents required under the bid/tender conditions for submission along with the bid/tender are listed below. The bidder/s are advised to examine the various conditions and submit necessary documents accordingly. In case of non-submission of any of the desired information, the bid may be considered non-responsive and are liable to be rejected outright. In case of any inconformity or query, SECI may seek clarifications so as to get the genuine queries addressed & resolved. SECI may seek clarifications from the Bidders so as to ascertain the correctness of facts & documents as presented by the Bidder.

1.4.1 Documents in Support of Eligibility:

1. Detailed Document list to be submitted along with the Bid is Tabulated under clause 18 of this Section. A brief of all required documents is required below
2. Self-attested copies of supply order and their respective completion certificates for similar orders.
3. Experience certificates or work orders for supplying cars (4 wheeler) to Govt./Autonomous Bodies/PSUs/JVCs of PSUs/Private Firms.
4. Copy of relevant registration documents certifying its entity.
5. The documents pertaining to the number of cars owned and the RC copies of the cars which will be put into operations at SECI. The contracted Commercial vehicles should not be more than 01 years old as on date of NOA having excellent working condition with good seats and upholstery & the manufacturing year of the Commercial vehicles to be supplied shall be year of the year 2021 & onwards.
6. Certificates of GST/Service Tax Registration, Income Tax Registration, PAN Card.

2. Validity of the Response to Bid Document/ Bid Validity

The Bidder shall submit the response to Tender Document which shall remain valid up to one hundred and eighty (180) days from the date of opening of tender

(“Bid Validity”) or as mentioned in the published bid document on GeM portal. SECI reserves the right to reject any response to Bid Document which does not meet the aforementioned validity requirement. SECI may solicit the bidders’ consent to an extension of the validity period of the bid. The request and the response shall be made in writing.

3. Selection of successful Bidder

After bid opening, Techno-commercial bids submitted by those Bidders **who have furnished the Bid processing fee and Earnest Money Deposit (EMD) if applicable shall be evaluated by SECI on the basis of Minimum Eligibility Criteria**. The evaluation of bids shall be carried out as described in Section IV.

4. Bid Processing Fee (Non-Refundable) and Earnest Money Deposit (EMD)

4.1 Bid Processing Fee (Non-Refundable)

A non- refundable Bid Processing Fee, if applicable, is to be submitted in the form of ‘either through NEFT/ RTGS transfer in the account of SECI or Demand Draft/ Banker’s Cheque in favour of “Solar Energy Corporation of India Limited, New Delhi” payable at New Delhi. The Bid Processing Fee is to be submitted along with the bid for the amount as mentioned in the Bid Information Sheet. Bids submitted without payment of requisite Bid Processing Fee will be treated as non-responsive and shall be liable for rejection.

4.2 Earnest Money Deposit (EMD)

- (i) The bidder shall be required to submit a sum as specified in the **Bid Information Sheet** as Earnest Money Deposit if applicable, for keeping the offer open till such date as might be specified in the Bid. Bids not accompanied with earnest money deposit as provided in the **Bid Information Sheet** shall be summarily rejected. The Earnest Money Deposit will be having a validity of 180 days from the last Due date of Bid submission
- (ii) It shall be understood that the Bid Document has been issued to the bidder and the bidder is permitted to bid in considerations of the stipulation on his/her part, that after submitting his/her bid, he/she will not withdraw from his offer or modify the terms and conditions thereof in a manner not acceptable to SECI.

- (iii) If the bidder fail to observe or comply with the said stipulation, the EMD amount shall be liable to be forfeited.
- (iv) The EMD of the successful bidder will be returned after submission of Performance Security as defined in this Bid Document and obtaining confirmation.
- (v) The EMD of the unsuccessful bidders shall be returned to them within one month of issue of **Notification of Award (NOA)** to the successful bidder. However, no interest will be payable thereon.
- (vi) In case it is found that, the bidder/s has furnished misleading/wrong or fraudulent information / documents or information furnished by them is not found to be true, the Earnest Money Deposit of the bidder/s will be forfeited.
- (vii) In case the bidder withdraws the bid before financial bid opening, then the EMD of the respective bidder shall be forfeited.
- (viii) In case the bidder withdraws or varies the bid any stage before award of the contract, then the EMD of the respective bidder shall be forfeited.

4.3 The Bid Processing Fee and EMD, if applicable is exempted for MSME Vendors registered under NSIC/ Udyog Aadhaar/DIC Category only. In order to avail the exemption in Bid Processing Fee in case of consortium/ JV, all the members should be registered as MSME Vendors under NSIC/ Udyog Aadhaar Category/DIC and shall submit the relevant supporting document for Bid Processing Fee and EMD, if applicable is exemption. Bids submitted without relevant supporting document for Bid Processing Fee and EMD, if applicable is exemption will be treated as non-responsive and shall be liable for rejection.

5. Performance Security

Against this Contract, within 30 (Thirty) days from the date of placement of Order on GeM portal/ issuance of the Notification of Award/ Letter of Intent/Letter of Award, the successful Service Provider/ bidder shall furnish unconditional and irrevocable individual Bank Guarantees issued by any Nationalized Banks in the manner as mentioned below.

The Contract Performance Security shall be in the form of 'either through NEFT/ RTGS transfer in the account of SECI or Demand Draft/ Banker's Cheque or Bank Guarantee and shall be in the currency of the Contract and will be issued in the name of the Owner as "Solar Energy Corporation of India Limited, New Delhi".

The Contract Performance Security against this Contract need to be furnished as mentioned below: -

- 5.1 The value of the Contract Performance Security shall be **INR 2,39,040/- (Indian Rupees Two Lakhs, Thirty Nine Thousand and Forty only)**. This Performance security will be valid for a total period of 27 Months (24 Months commercial rental vehicles hiring period) + 03 Months additional) from the date of its issuance.
- 5.2 The Contract Performance Security shall be towards faithful performance of the contractual obligations and performance of equipment.
- 5.3 In case of any default or failure of the Service Provider/ Contractor to comply with the requirements of any of the Obligations covered under this Bid Document and/ or Contract Agreement shall constitute sufficient grounds for forfeiture of the entire Contract Performance Security, in such cases, the liability on account of GST will be borne by the contractor.
- 5.4 Bank Guarantee towards Performance Security shall be from any Indian scheduled bank as given in Format XII or a branch of an International Bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of Indian bidder. However, in case of Bank Guarantees from Banks other than the Mentioned Nationalized Indian banks, the Bank must be a commercial Bank having net worth in excess of INR 100 Crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead. This Bank Guarantee shall be valid for a period of 90 days beyond the contractual Period as stipulated in the Bid Document.
- 5.5 Failure of the successful bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and forfeiture of the Earnest Money Deposit (EMD).
- 5.6 The Performance Security has to cover the entire contract value including extra works/ services also. As long as the Performance Security submitted at the time of award takes care the extra works/ services executed and total executed value are within the awarded contract price, there is no need for additional Contract Performance Security. As soon as the total executed value is likely to burst the ceiling of awarded contract price, the contractor should furnish additional Performance Security for the additional contract price above the existing contract price.
- 5.7 Further, any delay beyond 30 (Thirty) days shall attract delay charges @ 1.25% per month on the total Contract Performance Security amount, calculated on pro-rata basis accordingly. However, total hiring period shall remain same. Part

Security shall not be accepted. Further, Owner at its sole discretion may cancel the Order on GeM/ Contract Agreement/ NOA & forfeit 100% of EMD, if applicable inclusive of GST, in case Contract Performance Security is not submitted within 45 (Forty-Five) days from issuance of Order placed on GeM/NOA/LOA/LOI.

Contract Performance Security submitted shall be released to the Contractor without any interest not later than 75 (Seventy-Five) days after the successful completion of the complete hiring period (02 Years) subject to the approval and acceptance of the hiring period deliverables.

6. Structuring of Bid Selection Process

A Single Stage Two envelop system has been envisaged under this Bid Document i.e. Bidders have to submit both Techno-commercial bid and financial bid together in response to this Bid Document in separate sealed envelopes. **Bids not accompanied with Bid Processing Fess & Earnest Money Deposit will be summarily rejected.** In case of any inconformity or query, SECI may seek clarifications so as to get the genuine queries addressed & resolved. SECI may seek clarifications from the Bidders so as to ascertain the correctness of facts & documents as presented by the Bidder In the first stage, Techno-commercial bids shall be evaluated as per Minimum Eligibility Criteria and acceptability of Technical and the list of short listed Bidders shall be evaluated. In the second stage, financial bids submitted by the short-listed Bidders shall be evaluated in which the **lowest (L1)** Bid for the complete scope of Work will be considered as successful bidder as defined in the Evaluation Criteria Section & in accordance with Format VII, Section VI.

7. Financial Bid

- i) The prices quoted in the financial bid should be without any conditions.
- ii) The price bid must be filled in completely, without any error, erasures or alterations as per the specified Format under GeM portal.
- iii) The prices should be mentioned in Indian Rupees only in clearly readable format without any overwriting.
- iv) The Financial bid shall be on a fixed price basis and, no price variation on any account shall be considered & the Bid shall be summarily rejected in case of any Price variations.

- v) Price quotation accompanied by vague and conditional expression such as “subject to immediate acceptance”, “subject to confirmation before sales”, etc. will be treated as being at variance and shall be liable for rejection.
- vi) The envelop consisting of Financial Offer shall be marked as “**Envelope II Financial Bid**”.
- vii) Prices quoted will be firm for the entire period of Contract.
- viii) It is the responsibility of the Bidder to clearly identify all costs associated with any item or series of items in this Bid Document and submit the total cost in the financial bid.
- ix) The financial bid should include incidental charges and customization charges if any.
- x) The bidder shall ensure that there is no discrepancy in the rates mentioned in figures and words. In case of any discrepancy, the unit rate mentioned in the words shall be taken as final and binding.
- xi) In the event of arithmetic calculation mistake, the individual price in words shall be considered for calculation.
- xii) The bidder must fill and submit the rates as per instructions given above. If the bidder does not quote a price/rate for any item in the Form of Bid, his bid may be summarily rejected.
- xiii) If there is a discrepancy in the Unit Rate mentioned against each individual item & the total price, then the unit rate for the items individually will be taken as final & binding.

8. Non-Transferable Bid

Neither the contract nor any rights granted under the contract may be sold, leased/sublet, assigned, or otherwise transferred, in whole or in part, by the /service provider/ vendor, and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect. The vendor shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the vendor under the contract.

9. Deviations

The bidder should clearly read and understand all the terms and conditions, specifications, etc. mentioned in the original Bid documents. If the bidder has any observations, the same may be indicated in his forwarding letter along with the

bid. Bidders are advised not to make any corrections, additions or alterations in the original Tender documents. If this condition is not complied with, bid is liable to be rejected.

10. Deadline for submission of bid

The bid duly filled must be submitted on GeM portal not later than the date and time mentioned in the “**Bid Information Sheet**”. Bid submitted later than the deadline prescribed for submission of bid will be summarily rejected.

11. Withdrawal of bid

No Bid can be withdrawn after last due date of Bid submission and during bid validity period. Submission of a bid by a service provider / bidder / agency implies that he had read all the bid documents including amendments if any, visited the site and has made himself aware of the scope and specifications of the job to be done, local conditions and other factors having any bearing on the required job.

12. Opening of the bid

Bids will be opened at Solar Energy Corporation of India Limited, New Delhi registered address mentioned in “Bid Information Sheet” after the due Date as mentioned in the “**Bid Information Sheet**”

13. Clarification of the bid

To assist the examination, evaluation and comparison of the bids, SECI may at his discretion ask the bidders for any clarifications as considered essential. All such correspondence shall be in writing and no change in price or substance of the bid shall be either sought or permitted. Above clarification and their response shall form part of the bid and shall be binding on the bidder.

14. Examination of the bids

SECI shall determine whether each bid is of acceptable quality, is generally complete and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionally or reservation. If a bid is not substantially responsive, it shall be rejected by the SECI. In case of bids containing any conditions or deviations or reservations about contents of bid document, SECI may ask for withdrawal of such conditions/deviations/reservations. If the bidder does not withdraw such

conditions/deviations/ reservations, the bid shall be treated as non-responsive. SECI's decision regarding responsiveness or non-responsiveness of a bid shall be final and binding.

15. Canvassing

No bidder is permitted to canvass to SECI on any matter relating to this bid. Any bidder found doing so may be disqualified and his bid may be rejected.

16. Right to accept any bid or reject all bids

SECI reserves the right to accept, split, divide, cancel or reject any bid or to annul and reject all bids at any time prior to the award of the contract without incurring any liability to the affected bidders or any obligation to inform affected bidder, the grounds of such action. If the bidder, as individual or as a partner of partnership firm, expires after the submission of his bid but before award of services, the SECI shall deem such bid as invalid.

17. Award of Contract

SECI shall issue Notification of Award (NOA) in duplicate to the successful bidder in writing by E Mail/Registered Letter/Courier/Speed Post. Duly signed and stamped duplicate copy of NOA has to be returned by the selected bidder within 02 (Two) weeks of issuance of NOA as a token of acknowledgement of the contract. Issuance of NOA against an offer made shall constitute a legal and binding contract between SECI and the selected service provider/ bidder.

Successful service provider / bidder is required to submit Performance Security as per the Format III of Section VI and timeline defined in this Bid Document.

Duly signed and stamped Contract Agreement (CA) on stamp paper of requisite value has to be signed with SECI within 04 (Four) weeks of the issuance of NOA.

18. Method of Bid Submission

The bid shall be submitted by the Bidder under “**Single Stage - Two Envelope**” procedure of bidding. Under this procedure, the bid submitted by the Bidder in two envelopes - **First Envelope** (also referred to as Techno - Commercial Part) and **Second Envelope** (also referred to as Price Part) shall comprise of the following documents:

(A) Hard Copy

Hard copy of the bid shall comprise of following documents/ programmed file- Attachments to be submitted in sealed envelope, as part of First Envelope. **The**

envelope shall bear {the name of Tender, the Tender No. and the words ‘DO NOT OPEN BEFORE’ (due date & time)}.

Sh. Boda Pool Singh

Senior Engineer (C&P)

Solar Energy Corporation of India Limited

6th Floor, Plate-B, NBCC Office Block Tower-2,

East Kidwai Nagar, New Delhi-110023

Telephone: 011 24666293, Extension 293

E mail: contracts@seci.co.in; boda.poolsingh@seci.co.in;

- a. Bid Processing Fee as prescribed in the Bid Document.
- b. Original Non-Refundable Cost of Tender Document, if applicable.
- c. Earnest Money Deposit (EMD) as prescribed in the Bid Document.
- d. Covering Letter as per Format I on Bidder's 'Letterhead' (in Original) clearly specifying the enclosed.
- e. Power of Attorney as per Format XII along with Board Resolution as per Format XI for such authorization.

Bidder shall also upload the scanned copies of all the above mentioned original documents as Attachments during online Bid Submission as a part of First envelope.

“Bidder should explicitly note that no hard copies are to be submitted as a part of Second envelope”.

(B) Soft Copy

Online documents/Soft copy of the bid shall comprise of following documents to be uploaded on the GeM portal <https://www.gem.gov.in> as per provisions therein.

a. As part of First Envelope

DOCUMENTS LISTED BELOW ARE TO BE SUBMITTED IN ON-LINE MODE AS SOFT COPIES:

- i. Bid Processing Fee as prescribed in the Bid Document
- ii. Covering Letter as per Format I.

- iii. General particulars of the Bidder as per the Format II
- iv. Earnest Money Deposit as per the Format III
- v. Experience Certificate as per as per Format V
- vi. Details of the Commercial Vehicles owned by the Company as per Format VI
- vii. Turnover as per Format VIII
- viii. No Deviation Confirmation as per Format IX
- ix. E Banking Mandate Form as per Format X
- x. Power of Attorney as per Format XII along with Board Resolution as per Format XI for such authorization.
- xi. Signed and stamped Copy of Bid Document including amendments & clarifications by Authorised signatory, if applicable.
- xii. Self-attested copies of supply order and their respective completion certificates.
- xiii. Experience certificates or work orders for supplying cars (4 wheeler) to Govt./Autonomous Bodies/PSUs/JVCs of PSUs/Private Firms.
- xiv. Copy of relevant registration documents certifying its entity.
- xv. The documents pertaining to the number of cars owned and the RC copies of the cars which will be put into operations at SECI.
- xvi. Certificates of GST/Service Tax Registration, Income Tax Registration & PAN Card.

The Technical Proposal shall not include any financial information relating to the Financial Proposal. The Bidder shall submit Bids in the given Format only.

b. As part of Second Envelope

- I. The Electronic Form of the bid for Second Envelope (**PRICE BID(S)/FINANACIAL PROPOSAL** - Part as per Format-VII), as available on the GeM portal, shall be duly filled.
- II. The Bidders shall submit Price Bids/ Financial Proposals online only on GeM portal.

19. TECHNO COMMERCIAL & PRICE BIDS DUE DATE

The Bidder should submit the Techno Commercial & Price Bid Proposals in offline/ online Mode on GeM portal by as mentioned in Bid Information Sheet or as mentioned on Published bid document on GeM portal.

20. Void.

21. Clarifications / Enquires/ Amendments

- i) Clarifications if any, on Bid Document may be sought at the address mentioned in the Bid Information Sheet not later than 10 days after publication of Bid Document & same may be sought on E Mails at the mentioned Mail IDs or through letters.
- ii) Classification / Amendment/s if any will be uploaded in the GeM portal at <https://gem.gov.in/> for information of all concerned. All of them are requested to remain updated with the website. No separate reply / intimation will be given elsewhere.

22. Right to Reject

SECI reserves the right to reject any or all of the responses to Bid Document or cancel the Bid Document without assigning any reasons whatsoever and without any liability.

23. Cancellation of Contract

The SECI reserves the right to cancel the contract of the selected bidder and recover expenditure incurred by the SECI on the following circumstances:

- i) The bidder has made misleading or false representations in the forms, statements, and attachments submitted in proof of the eligibility requirements.
- ii) The selected bidder commits a breach of any of the terms and conditions of the bid/contract.
- iii) The bidder goes into liquidation voluntarily or otherwise during the execution of contract.
- iv) The progress regarding execution of the contract, made by the selected bidder is found to be unsatisfactory.
- v) After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the SECI reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to

make good the additional expenditure, which the SECI may have to incur to carry out bidding process for the execution of the balance of the contract. This clause is applicable, if for any reason, the contract is cancelled.

24. Important notes and instructions to Bidders

- i) Wherever information has been sought in specified formats, the Bidders shall fill in the details as per the prescribed formats and shall refrain from any deviations and referring to any other document for providing any information required in the prescribed format.
- ii) If the Bidder conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its response to Bid Document, in any manner whatsoever, SECI reserves the right to reject such response to Bid Document and/or cancel the Contract Agreement, if issued and the EMD/Performance Security provided up to that stage shall be encashed. Bidder shall be solely responsible for disqualification based on their declaration in the submission of response to Bid Document
- iii) SECI reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking Bank Guarantee, if any, under this contract or any other contract/order.
- iv) Response submitted by the Bidder shall become the property of the SECI and the SECI shall have no obligation to return the same to the Bidder. However, the EMDs submitted by unsuccessful Bidders shall be returned as per the clause mentioned in the Bid Document.
- v) Bidders may carefully note that they are liable to be disqualified at any time during bidding process in case any of the information furnished by them is not found to be true. The decision of SECI in this respect shall be final and binding.
- vi) SECI may at its discretion extend the deadline for submission of the bids at any time before the time of submission of the bids.
- vii) Bidders shall mention the name of the contact person and complete address of the Bidder in the covering letter.
- viii) Response to Bid Document that are incomplete, which do not substantially meet the requirements prescribed in this Bid Document, will be liable for rejection by SECI Limited.

- ix) Bidders delaying in submission of additional information or clarifications sought will be liable for rejection.
- x) Non submission and/or submission of incomplete data/ information required under the provisions of Bid Document shall not be construed as waiver on the part of SECI Limited of the obligation of the Bidder to furnish the said data/information unless the waiver is in writing.
- xi) Only Delhi Courts shall have exclusive jurisdiction in all matters pertaining to this Bid.**
- xii) SECI reserves the right to delete items from the schedule of requirements specified in the tender. SECI also reserves the right to alter the quantity and vary specifications.
- xiii) SECI reserves the right to make any changes in the terms and conditions of the tender.
- xiv) SECI shall be under no obligation to accept the lowest or any other offer, including those received late or incomplete offers, without assigning any reason whatsoever.
- xv) SECI will not be obliged to meet and have discussions with any bidder, and or to listen to any representations.
- xvi) The bidder shall not make any addition or alteration in the bid documents. The requisite details should be filled in by the bidder wherever required in the documents. Incomplete bid or bid not submitted as per instructions is liable to be rejected.

25. PRE-BID MEETING

- 25.1 SECI will not enter into any correspondence with the Bidder, except to furnish clarifications on Bid Document, if necessary. The Bidder may seek clarifications or suggest amendments to Bid Document online through E Mails or in the form of Letters addressed at the Email ID & registered office address as mentioned in the bidding document.
- 25.2 The Bidder(s) or their authorized representative(s) is /are invited to attend pre-bid meeting(s), which will take place on date(s) as specified in Bid information sheet, or any such other date as notified by SECI.
- 25.3 The purpose of the pre-bid meeting will be to clarify any issues regarding the Bid Document including in particular, issues raised in writing and submitted by the Bidder.

- 25.4 SECI is not under any obligation to entertain/ respond to suggestions made or to incorporate modifications sought for.

26. ZERO DEVIATION

This is a ZERO Deviation Process. Bidder is to ensure compliance of all provisions of the Bid Document and submit their Techno Commercial/ Price Proposal accordingly. Bids with any deviation to the bid conditions shall be liable for rejection.

27. WORKMEN

The contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the works any unfit person or anyone not skilled and experienced in the assigned task. The Contractor shall in respect of Drivers employed by him comply with or cause to be complied with the provisions of various labour law and rules and regulations as applicable to them in regard to all matters provided therein and shall indemnify SECI in respect of all claims that may be made against the owner for non-compliance thereof by the Contractor. In the event of the contractor committing a default or breach of any provisions of labour laws and rules and regulations, the Contractor shall without prejudice is liable to be prosecuted as per Indian Laws.

28. LAWS AND REGULATIONS:

Governing Law: The contract documents shall be governed by the laws and by-laws of India. **Only Delhi Courts shall have exclusive jurisdiction in all matters pertaining to this Bid.**

29. GST

GST/Service Tax as applicable shall be paid by Solar Energy Corporation of India Limited and as per prevailing law. In case of change in Law, liability to pay such taxes shall remain with the Contractor as may be required by the Governing Law.

30. PERMITS, FEES, TAXES & ROYALTIES

Unless otherwise provided in the contract documents, the contractor shall secure and pay for all permits, Government fees and licenses necessary for the execution and completion of the works.

The contractor has to submit the documentary evidence for payment of all statutory remittances along with Bill.

Any violation, in the legal provision of taxes, duties, permits and fees, carried out by the Contractor and detected subsequently shall be sole responsibility of the

Contractor and his legal heirs.

31. STATUTORY INCREASE IN DUTIES, TAXES ETC

All the taxes and duties (except GST/Service Tax, Swachh Bharat Cess & Krishi Kalyan Cess) levied by the State and Central Govt. and by Local Bodies at the prevailing rates applicable on the date of receipt of bid shall be fully borne by the Contractor and shall not be reimbursed to him on any account. The bid shall be inclusive of all taxes levies, octroi etc (except GST/service tax, Swachh Bharat Cess & Krishi Kalyan Cess, which will be paid by Solar Energy Corporation of India Limited).

In case of any variation (positive/ negative) in existing rates of taxes/ duties/ levies or a new tax/ duty/ levy is introduced or any existing tax/ duty/ levy is abolished or any change or application of any Tax in the course of the performance of this Contract, which will/ may impact the overall pricing in connection with performance of the Contract, an equitable adjustment of the Contract Price shall be made to factor any such change by addition to the Contract Price or deduction therefrom, as the case may be. All these adjustments would be carried out by considering the base price of taxes equivalent to the amount mentioned under taxes and duties column of the Price Schedule Format.

32. MONTHLY STATEMENT OF CLAIMS:

The Contractor shall prepare and furnish to the Officer In charge once in every month an account giving full and detailed particulars of all claims for any additional expenses to which the Contractor may consider himself entitled to and of all extra or additional works ordered by the Officer In charge which he has executed during the preceding month and no claim for payment for and such work will be considered which has not been included in such particulars.

33. WITHHOLDING AND LIEN IN RESPECT OF SUMS CLAIMED:

Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the contractor, the SECI shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any, deposited by the contractor and for the purpose aforesaid, the SECI shall be entitled to withhold the said cash Security Deposit or the Security if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the SECI shall be entitled to withhold and have a lien to the extent of the such claimed amount or amounts referred to supra, from any sum or sums found payable or which at any time thereafter may become payable

to the contractor under the same contract or any other contract with this or any other Department of the Central Government pending finalization or adjudication of any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above, by the SECI will be kept withheld or retained as such by the SECI till the claim arising out of or under the contract is determined by the arbitrator (*if the contract governed by the Arbitration Clause*) or by the competent court as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to supra and duly notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the SECI shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner / limited company, as the case may be whether in his individual capacity or otherwise.

35. CORRESPONDENCE

Bidder requiring any Techno-Commercial clarification of the bid documents may contact in writing or by E Mail.

Name	Contact Number	Email id
Sh. Boda Pool Singh	011-24666 293	contracts@seci.co.in ; boda.poolsingh@seci.co.in ;

Verbal clarifications and information given by the SECI or its employees or its Representatives shall not be in any way entertained.

SECTION IV

EVALUATION CRITERIA

1. Bid evaluation

The bids, which are determined as substantially responsive, shall be evaluated by the SECI for technical compliance and then price aspects. The bidder must submit all necessary authentic data with necessary supporting certificates of the various items of technical eligibility criteria as per clause 1.3 of Section III of this Bid Document, failing which his bid is liable to be rejected. In case of any inconformity or query, SECI may seek clarifications so as to get the genuine queries addressed & resolved. SECI may seek clarifications from the Bidders so as to ascertain the correctness of facts & documents as presented by the Bidder.

1.1 Techno-Commercial Evaluation:

Bidders will be evaluated on the basis of 'Minimum Eligibility Criteria' mentioned at clause 1.3 of Section III and acceptability of technical specifications of Rental Commercial Vehicles mentioned under clause 1 under Section II. Those bidders who qualify under the Techno Commercial Bids evaluation will only be considered for financial bids opening.

1.2 Financial Bid Evaluation:

Bidders qualified after Techno-Commercial evaluation shall only be eligible for the financial bid evaluation.

For submitting the Price Bids under this Bid Document, all Service Providers / Bidders are required to provide the rates/Charges for three types of the Commercial Vehicle segments viz Maruti Swift Dzire or equivalent Segment, Maruti Suzuki Ciaz or equivalent Segment & Toyota Innova Crysta or equivalent Segment in the GeM portal.

Rates for Extra running Kms & Extra Hrs (Exclusive of GST/Service Tax) have already been proposed & freezed by SECI & same has also been mentioned under Format VII, Section VI. So, bidders are advised to quote as prescribed only for the Regular Commercial Vehicle Segment viz Maruti Swift Dzire or equivalent Segment, Maruti Suzuki Ciaz or equivalent Segment & Toyota Innova Crysta or equivalent Segment in the GeM portal. Against price Bid submission Rates for Extra running Kms & Extra Hrs will also be deemed accepted by the Bidders/Contractor.

- **TENTATIVE VEHICLES REQUIREMENT ON MONTHLY BASIS – 06 VEHICLES.**

Following Category of Commercial Vehicles have been considered for Monthly Rental Commercial Vehicles under this Bid:

- 1. Maruti Swift Dzire or equivalent Segment**
- 2. Maruti Suzuki Ciaz or equivalent Segment**
- 3. Toyota Innova Crysta or equivalent Segment**

- 1.2.1 Contract for the supply of Monthly Rental Commercial Vehicles will be awarded to the successful bidder, whose total sum of **charges/rates in Rupees (Exclusive of GST/Service Tax) for the Three Regular Commercial Vehicle Segments including Maruti Swift Dzire or equivalent Segment, Maruti Suzuki Ciaz or equivalent Segment & Toyota Innova Crysta or equivalent Segment in the GeM portal** has been determined to be the lowest evaluated offer (L1) after evaluating the Financial Bids.
- 1.2.2 As stipulated above also, Bidders are required to fill in the Price of Three Vehicle segments as defined under GeM portal respectively & that will be the evaluating criteria for deriving on the Lowest Bidder (L1) Price.
- 1.2.3 Prices must be filled on GeM portal as part of Bid documents under Section – VI. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed, the Bid is liable to be rejected.
- 1.2.4 The quoted rates are inclusive of provision of Diesel, Lubricants, Driver, Spare parts, Tools and Plants all consumables with maintenance charges and all taxes (except GST/Service Tax, Swachh Bharat Cess & Krishi Kalyan Cess) etc as per tender conditions.
- 1.2.5 The accepted hiring Rate of the Commercial Vehicles will be subject to Fuel variation clause as mentioned in the Bid Document.
- 1.2.6 Above rates shall be inclusive of all Taxes (except GST/service Tax, Swachh Bharat Cess & Krishi Kalyan Cess) which shall be paid by the contractor. The GST/Service Tax, Swachh Bharat Tax & Krishi Kalyan Cess will be paid by SECI on production of documentary proofs.
- 1.2.7 The quantities shown are tentative and can increase/decrease as per the actual requirement & vehicle Demand of SECI.
- 1.2.8 Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account.

- 1.2.9 The Bidder shall quote the prices in 'figures' & words. There should not be any discrepancy between the prices indicated in figures and the price indicated in words.
- 1.2.10 Bidders are required to ascertain the correctness of amount related to all the applicable taxes/ duties/ levies as mentioned in the Price Bid while submitting the Price Bids as it will largely impact during the L1 Price assessment at the time of evaluation of price bid.

1.3 Goods & Service Tax (GST)

Contractor shall mandatorily obtain the registration under GST Law at Central level and/or in respective State as may be required. Further, Contractor shall mandatorily file returns under GST before their due date & comply with the requirements of the Law within timelines. Before releasing the payment to the Contractor, Owner shall not be responsible for any delay in payment release to the contractor in case the GST compliance is not fulfilled from the contractor side in any manner.

Contractor shall be responsible to comply with all the requirements of applicable provisions of GST. Contractor has to mandatorily get registered under GST at Central and relevant State(s). Contractor shall file all the returns on timely basis and upload all the Invoices and acceptance thereof as may be required under the provisions of GST. In case, it is found that Owner is not able to take Input Tax Credit (ITC) benefit of the taxes due to any fault of the Contractor, Owner shall be constrained to deduct the amount from the payments to be made to the Contractor or recover the same in any other manner.

- 1.3.1 Bidders are required to submit a copy of the GST Registration Certificate or GST provisional certificate while submitting the bids wherever GST tax is applicable.
- 1.3.2 The responsibility of payment of GST lies with the Service Provider only. Contractor providing taxable service shall issue an Invoice, a Bill or as the case may be, a Challan which is signed, serially numbered and in accordance with rule GST Law. The invoice shall also contain the following:
- (a) Name, Address & Registration No. of such Person/ Contractor
 - (b) Name & Address of the Person/ Contractor receiving Taxable Service
 - (c) Description, Classification & Value of Taxable Service provided
 - (d) GST Amount, if any.
 - (e) HSN code of the Goods/Services.

Payments to Service Provider for claiming GST amount will be made provided the above formalities are fulfilled. Further, Employer/ Owner may seek copies of challan and certificate from Chartered Accountant for deposit of GST collected from Employer/ Owner.

- 1.3.3 In case CBIT (Central Board of Indirect Taxes and Customs) brings to the notice of Employer/ Owner that the contractor has not remitted the amount towards GST collected from Employer/ Owner to the government exchequer, then, that contractor may be debarred from bidding in future tenders of Employer/ Owner for given period as per the sole discretion of Employer/ Owner.
- 1.3.4 In case of statutory variation in GST during currency of the Contract, the Contractor shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the date of submission of Bid and on the date of revision. Claim for payment of GST / Statutory variation in GST, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) GST, otherwise claim in respect of above shall not be entertained for payment of arrears. The following may also be noted: -
- a) Any increase in the rate of Non ITC based GST beyond the contractual completion period shall be to contractor's account whereas any decrease in the rate shall be passed on to the Employer/ Owner.
 - b) The base date for the purpose of applying statutory variation shall be the last date of bid submission.
- 1.3.5 Owner will reimburse the GST to the Contractor at actuals against submission of ITC based invoices issued in accordance with GST rules. In case of any variation in the executed quantities, the amount on which the GST is applicable shall be modified in same proportion.
- 1.3.6 Owner will reimburse the GST to the Contractor at actuals against documentary evidence subject to the ceiling amount of GST as quoted by the bidder, subject to any statutory variations. In case of any variation in the executed quantities (If directed and/ or certified by the Engineer-In-Charge) the ceiling amount on which GST is applicable will be modified on pro-rata basis.
- 1.3.7 Contractor shall ensure timely submission of correct invoice(s) with all required supporting document(s) so to enable Owner to avail Input Tax Credit (ITC) (If applicable).

2. SUCCESSFUL BIDDER(S) SELECTION

- 2.1 The Price Proposal as mentioned by SECI would stand to be the final contract, however any query regarding the same can be clarified from mutual ends.
- 2.2 At any step during the selection of Successful Bidder(s), SECI reserves the right to increase / decrease the Bid requirement based on SECI's actual requirement.
- 2.3 The Notification of Award (NOA) shall be issued to Successful Bidder(s) selected as per the provisions of the Bid Document.
- 2.4 Each Successful Bidder shall acknowledge the Notification of Award (NOA) and return duplicate copy with signature of the authorized signatory of the Successful Bidder to the SECI within two weeks' time of receiving of it.
- 2.5 Contract Agreement will be signed off against the successful receipt & acceptance of the Notice of Award with the successful bidders.

SECTION V

GENERAL CONDITIONS OF CONTRACT (GCC)

1. DEFINITIONS & ABBREVIATIONS

In this “Tender Document” the following words and expression will have the meaning as herein defined where the context so admits:

Definition of Terms:

- 1.1 In this TENDER (as here-in-after defined) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise required.
- 1.1.1 **AFFILIATE** shall mean a company that either directly or indirectly
- a. controls or
 - b. is controlled by or
 - c. is under common control with
- a Bidding Company and “control” means ownership by one company of at least twenty six percent (26%) of the voting rights of the other company.
- 1.1.2 **APPROVED** shall mean approved in writing including subsequent written confirmation of previous verbal approval and "APPROVAL" means approval in writing including as aforesaid.
- 1.1.3 **APPOINTING AUTHORITY** for the purpose of arbitration shall be the any person so designated by the Employer/ Owner.
- 1.1.4 **ASSOCIATE** means a party who has been conjoined by the Contractor to independently execute a pre-selected part of facilities of the contract and grant him the associated contractual rights and obligations, without diluting the overall responsibility of the contractor in respect of the Facilities under the contract.
- 1.1.5 **ARBITRATOR** means the person or persons appointed by agreement between the Employer and the Contractor to make a decision on or to settle any dispute or difference between the Employer and the Contractor referred to him or her by the parties.

- 1.1.6 **BID** means the Techno Commercial and Price Bid submitted by the Bidder along with all documents/ credentials/ attachments/ annexure etc., in response to the Tender, in accordance with the terms and conditions hereof.
- 1.1.7 **BIDDER** means Bidding Company/ Transport Company/Agency submitting the Bid. Any reference to the Bidder includes Bidding Company including its successors, executors and permitted assigns as the context may require.
- 1.1.8 **CHARTERED ACCOUNTANT** means a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949.
- 1.1.9 **COMPANY** means a body incorporated in India under the Companies Act, 1956 or Companies Act, 2013 including any amendment thereto.
- 1.1.10 **CONTRACT** shall mean the Agreement between the Employer/ Owner and the Contractor for the execution of the works including therein all contract documents.
- 1.1.11 **CONTRACTOR'S REPRESENTATIVE** means any person nominated by the Contractor and approved by the Employer to perform the duties delegated by the Contractor.
- 1.1.12 **CONTROLLING OFFICER** means the authorized Controlling Person/body of the contract from Human Resource P&A Department of designation not below the rank of General manager or as suitably appointed by Solar Energy Corporation of India Limited to perform the duties delegated by the Owner
- 1.1.13 **DAY** means a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- 1.1.14 **EARNEST MONEY DEPOSIT (EMD)** means the unconditional and irrevocable Tender Security in the form of Demand Draft/ Banker's Cheque/ Bank Guarantee to be submitted along with the Bid by the Bidder as prescribed in the Tender.

- 1.1.15 **ENGINEER/ ENGINEER-IN-CHARGE** shall mean the person designated from time to time by the Owner and shall include those who are expressly authorized by him to act for and on his behalf for operation of this Contract.
- 1.1.16 **EFFECTIVE DATE** means the date of issuance of Notification of Award/ Letter of Allocation from which the Time for Completion shall be determined.
- 1.1.17 **FACILITIES** means the Plant and Equipment to be supplied and installed, as well as all the Installation Services to be carried out by the Contractor under the Contract.
- 1.1.18 **LANGUAGE FOR DRAWINGS AND INSTRUCTION** All the drawings, titles, notes, instruction, dimensions, etc. shall be in English Language only.
- 1.1.19 **MNRE** means Ministry of New and Renewable Energy, Government of India.
- 1.1.20 **NOTICE IN WRITING OR WRITTEN NOTICE** shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received by the addressee) by registered post to the latest known private or business address or registered office of the addressee and shall be deemed to have been received in the ordinary course of post it would have been delivered.
- 1.1.21 **NOTIFICATION OF AWARD (NOA)** means the official notice issued vide Letter/ E-mail by the Employer notifying the Contractor that his bid has been accepted.
- 1.1.22 **OFFICER IN CHARGE** means the authorized representative appointed by Solar Energy Corporation of India Limited to perform the duties delegated by the Employer/ Owner under this Contract.
- 1.1.23 **OWNER** means here in the context of this Tender Document as Solar Energy Corporation of India Limited, New Delhi shall include the legal successors or permitted assigns of the Owner.

- 1.1.24 **PARENT COMPANY** means a company that holds at least Fifty Percent (51%) of the paid-up equity capital directly or indirectly in the Bidding Company as the case may be.
- 1.1.25 **PERSONAL & ADMINISTRATION (P&A)** means the Sub Domain of the Human Resource Department of Solar Energy Corporation of India Limited (Owner).
- 1.1.26 **PROJECT MANAGER** means the person appointed by the Employer/ Owner to perform the duties delegated by the Employer/ Owner.
- 1.1.27 **SECI** means Solar Energy Corporation of India Limited, New Delhi (A Government of India Enterprise) under MNRE.
- 1.1.28 **SUB-CONTRACTOR** means any person or firm or Company (other than the Contractor) to whom any part of the work has been entrusted by the Contractor, with the written consent of the Engineer-in-Charge, and the legal representatives, successors and permitted assigns of such person, firm or company.
- 1.1.29 **TENDER** means the process whereby Employer/ Owner invite bids for Projects/ Works/ Facilities that are submitted within a finite deadline by the Bidder/ Contractor.
- 1.1.30 **TOTAL CONTRACT PRICE** means the sum accepted or the sum calculated in accordance with the prices accepted in tender and/or the Contract rates as payable to the Contractor for the entire execution and full completion of the work, including change order.
- 1.1.31 **WORK** shall mean and include all items and things to be supplied/ done and services and activities to be performed by the Contractor in pursuant to and in accordance with Contract or part thereof as the case may be and shall include all extra, additional, altered or substituted works as required for purpose of the Contract.
- 1.1.32 **WEEK** means a period of any consecutive seven days.

- 1.1.33 **WORKING DAY** means any day which is not declared to be holiday or rest day by the Employer/ Owner.

INTERPRETATIONS

5. Words comprising the singular shall include the plural & vice versa
6. An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
7. A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
8. Different parts of this contract are to be taken as mutually explanatory and supplementary to each other and if there is any differentiation between or among the parts of this contract, they shall be interpreted in a harmonious manner so as to give effect to each part.
9. The table of contents and any headings or sub headings in the contract has been inserted for case of reference only & shall not affect the interpretation of this agreement.

2. Application

These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3. Language of Bid

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and SECI, shall be written in English language only. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language duly certified by the bidder, in which case, for purposes of interpretation of the Bid, the translation shall govern.

4. Use of Contract Documents and Information

The Successful Bidder shall not, without SECI's prior written consent, disclose the Contract, or any provision thereof, or any plan or information furnished by or on behalf of SECI in connection therewith, to any person other than a person(s) employed by the Successful Bidder in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

5. Period of Contract

The Period/duration of the Contract for the Scope of Work specified under Section II will be for 02 (Two) years from the **date of issue of Notification of Award (NOA) by SECI**. However, the contract may be extended for a further period of one year on same terms and conditions, at the sole discretion of SECI. **In case of extension, the contractor shall be liable to provide the services, in the extended period, on the same Price & terms and conditions basis.**

6. Price, Quantity & Fuel Variation

- 6.1 Bidders should quote the prices considering the Diesel prices on the last Due date of the Bid submission & any Diesel escalation or Diesel price reference for any future course of corrections will be taken from this date of Diesel consideration only.
- 6.2 No guarantee can be given of any definite volume of work, which will be entrusted to the contractor at the beginning or throughout the period of the contract. Quantities shown are tentative and may vary as per requirement of SECI. If SECI is not in a position to utilize all the Commercial vehicles provided, then it will be at the liberty to surrender the vehicles not required.
- 6.3 SECI shall be at the liberty to increase / decrease the no. of Commercial vehicles required and the same shall be acceptable to the contractor.
- 6.4 Revision of the fare due to increase / decrease in the Diesel prices shall be considered by SECI if the increase / decrease announced by Govt. is 10% or more. Till the time the Diesel price increase / decrease is below 10%, no price escalation will be provided by SECI.

- 6.5 In the event of increase / decrease in the price of fuel above 10%, the Monthly & Monthly rates will be proportionately increased/decreased by $1/3^{\text{rd}}$ of the percentage increase / decrease in the price of fuel. The variation (increase / decrease) of fuel price will initially be compared with price of fuel on the last due date Bid. Subsequently, updated / modified rates will be considered for comparison. Thereafter, the rates will be revised on pro rata basis from the effective date of Fuel escalation for the extra Kms & Monthly vehicles. For Monthly vehicles, the rates will be revised accordingly from the effective date of Fuel escalation.

Ex: Diesel rates on the last due date of Bid Submission: Rs 59/Litre

Diesel Price escalation from XX date: Rs 67/Litre

% Increase in Diesel Price: 13.56%

So, the % increase in the cost of Rental Vehicle = $13.56\%/3 = 4.52\%$

- i) **Considering for a particular Segment the Monthly price is Rs 20000/Month**

So, the revised prices will be $\text{Rs } 20000 + 20000 \times 4.52\% = \text{Rs } 20904$ **

- ii) **Considering for a particular Segment the extra Kms price is Rs 9.50/Km**

So, the revised prices will be $\text{Rs } 9.50 + 9.50 \times 4.52\% = \text{Rs } 9.93$ **

**** Applicable on Pro rata basis from the XX date of Diesel / Fuel escalation**

- 6.6 For this purpose, the Contractor has to furnish a list of diesels driven Commercial vehicles on a Monthly basis to SECI along with the bills. Contractor / service provider has to certify on Monthly bill that, there has been no increase / decrease of 10% or more in the fuel prices during the period of the bill vis-à-vis prices of fuel at the time of last revision of rates.

7. Prices

Price mentioned in the Notification of Award shall be firm and not subject to escalations till the execution of the complete order and its subsequent amendments accepted by the Successful Bidder. All Prices to be based on FOR destination basis delivered at Solar Energy Corporation of India Limited, New Delhi.

8. Payment Terms

- 8.1 Bills for the supply of Commercial vehicles during a month for both Monthly & Monthly Commercial Vehicle agreements, completed in all respect shall be submitted by first week of the following month to SECI office. Payment shall be made within a period of 30 days on credit basis only against the presentation of the bill of all the Commercial vehicle along with log-sheets, duty slips (*in original*) duly verified by the concerned officer in charge / Department.
- 8.2 The payment shall be made on Monthly basis against bill duly supported by the Monthly summary of the Log Book and duly signed by the user(s) or concerned authorised officer of the organization. All payment made hereunder shall be subject to applicable tax deduction at source under Income Tax Act & GST/Service Tax laws and any other deduction on account of any other tax, levy assessment duties or other charges applicable if any”
- 8.3 Parking charges, Toll Tax, DND charges which are specifically related to and incurred in connection with a particular journey performed at the behest of the user shall be reimbursed as per actual by SECI on submission of original receipts duly signed/verified by users/officers. State Entry Tax for journey to NCR outside Delhi will also be reimbursed by SECI.
- 8.4 Deductions shall be made in terms of penalty clause, if applicable, against the bills pertaining to the days of unsatisfactory service and non-fulfilment of contract conditions, as reported by the user. The decision of SECI shall be final in this regard.
- 8.5 Deductions towards income tax as applicable under Income Tax Act 1961 (*or as amended time to time*) shall be made from all payments made to the contractor.
- 8.6 GST/Service Tax, Swachh Bharat Cess & Krishi Kalyan Cess as applicable shall be paid by SECI as per the Government policy. In case of introduction of GST. Liability to pay tax shall lie with the contractor as may be required by the Governing Law.
- 8.7 The contractor shall submit a Monthly certificate that here has been no increase or decrease in the fuel prices of diesel by more than 10% during the period of usage vis a vis prices of fuel at the time of last revision of rates.

- 8.8 It may be noted by the contractor that bills having cutting and over-writing in duty slips/log sheets shall not be entertained unless authenticated by the user.

9. Assignment

The Successful Bidder shall not assign, in whole or in part, its obligations to perform under the Contract, except with SECI's prior written consent.

10. Default in Contracts obligation

- 10.1 In case of any default or delay in performing any of the contract obligation, SECI reserves the right to forfeit the Performance Security/Recover the actual damages/loss from the successful bidder but in any case, total liability of the Successful Bidder under this contract shall not exceed total contract value/price.
- 10.2 In addition to above clause, SECI may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Successful Bidder, terminate the Contract in whole or part as following.
- 10.2.1 if the Successful Bidder fails to deliver any or all of the Work as required by SECI.
- 10.2.2 if the Successful Bidder fails to perform any other obligation(s)/duties under the Contract.
- 10.2.3 if the Successful Bidder, in the judgment of SECI has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

11. Discrepancies between instructions:

Should any discrepancy occur between the various instructions furnished to the Successful Bidder, his agent or staff or any doubt arises as to the meaning of any such instructions or should there be any misunderstanding between the Successful Bidder's staff and the Officer-in-Charge's staff, the Successful Bidder shall refer the matter immediately in writing to the Officer-in-Charge whose decision thereon shall be final and conclusive and no claim for losses alleged to have been caused by such discrepancies between instructions, doubts, or misunderstanding shall in any event be admissible.

12. Force Majeure

- 12.1 Notwithstanding the provisions of tender, the Successful Service Provider / Bidder shall not be liable for forfeiture of its performance security, Liquidated Damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 12.2 For purpose of this clause, "Force majeure" means an event beyond the control of the Successful Service Provider / Bidder and not involving the Successful Bidder's fault or negligence and not foreseeable, either in its sovereign or contractual capacity. Such events may include but are not restricted to Acts of God, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes etc. Whether a "Force majeure" situation exists or not, shall be decided by SECI and its decision shall be final and binding on the Successful Bidder and all other concerned.
- 12.3 In the event that the Successful Service Provider / Bidder is not able to perform his obligations under this contract on account of force majeure, he will be relieved of his obligations during the force majeure period. In the event that such force majeure extends beyond six months, SECI has the right to terminate the contract in which case, the contractual guarantees and warranties shall be refunded to him.
- 12.4 If a force majeure situation arises, the Successful Service Provider / Bidder shall notify SECI in writing promptly, not later than 14 days from the date such situation arises. The Successful Bidder shall notify SECI not later than 3 days of cessation of force majeure conditions. After examining the cases, SECI shall decide and grant suitable additional time for the completion of the Work, if required.

13. Termination for Insolvency

SECI may at any time terminate the Contract by giving written notice to the Successful Service Provider / Bidder, if the Successful Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Successful Bidder, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to SECI.

14. Termination for Convenience

SECI by written notice sent to the Successful Service Provider / Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The

notice of termination shall specify that termination is for SECI's convenience, the extent to which performance of the Successful Bidder under the Contract is terminated, and the date upon which such termination becomes effective.

15. Successful Bidder Integrity

The Successful Service Provider / Bidder is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

16. Successful Bidder's Obligations

- 16.1 The Successful Bidder is obliged to work closely with SECI's staff, act within its own authority and abide by directives issued by SECI. The Successful Bidder will abide by the statutory norms/Govt. rules prevalent in India and will free SECI from all demands or responsibilities the cause of which is the Successful Bidder's negligence. The Successful Bidder will pay all indemnities arising from such incidents and will not hold SECI responsible or obligated.
- 16.2 The Successful Bidder will treat as confidential all data and information about SECI, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of SECI.

17. Settlement of Disputes

- 17.1 If any dispute of any kind whatsoever shall arise between SECI and Successful Bidder in connection with or arising out of the contract including without prejudice to the generality of the foregoing, any question regarding the existence, validity or termination, the parties shall seek to resolve any such dispute or difference by mutual consultation.
- 17.2 If the parties fail to resolve, such a dispute or difference by mutual consent, within 45 days of its arising, then the dispute shall be referred by either party by giving notice to the other party of its intention to commence arbitration as hereafter provided, as to the matter in dispute, & no arbitration may be commenced unless

such notice is given. Any dispute in respect of which a notice of intention to commence arbitration has been given shall be finally settled by arbitration.

18. In case the Successful Bidder is a Public-Sector Enterprise or a Government Department

In case the Successful Bidder is a Public-Sector Enterprise or a Government Department, the dispute shall be referred for resolution in Permanent Machinery for Arbitration (PMA) of the Department of Public Enterprise, Government of India. Such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary / Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally? The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

19. In case the Successful Bidder is not a Public-Sector Enterprise or a Government Department.

In the event of any question dispute or difference whatsoever arising under this contract or in connection therewith including any question relating to existence, meaning and interpretation of this contract or any alleged breach thereof, the same shall be referred to the Sole Arbitrator, the MD of SECI or to a person appointed by him for the purpose. The arbitration shall be conducted in accordance with the provision of the Indian Arbitration and Conciliation Act, 1996.

- 19.1 The Arbitrator may from the time to time, with the consent of all parties extend the time in making the award
- 19.2 The cost incidental to the arbitration shall be at the discretion of the Arbitrator. The arbitration shall be conducted at New Delhi.
- 19.3 Notwithstanding any dispute between the parties Successful Bidder shall not be entitled to withhold, delay or defer his obligation under the contract and same shall be carried out strictly in accordance with the terms & conditions of the contract.

- 19.4 The arbitrator shall give his speaking or reasoned award with respect to the disputes referred to him by either of the parties.
- 19.5 If for any reason an arbitrator is unable to perform its function, the mandate of the Arbitrator shall terminate in accordance with the provisions of applicable laws as mentioned in GCC and a substitute shall be appointed in the same manner as the original arbitrator.
- 19.6 Arbitration proceedings shall be conducted with The Arbitration and Conciliation Act, 1996. The venue or arbitration shall be New Delhi.
- 19.7 Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the agreement unless otherwise agreed mutually.

20. Applicable Law

The Contract shall be interpreted in accordance with the laws of the Union of India. Only Delhi Courts shall have exclusive jurisdiction in all matters pertaining to this Tender

21. Notices

- 21.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by email and confirmed in writing to the other Party's address specified in Bid.
- 21.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

22. Successors and Assigns

In case SECI or Successful Bidder undergoes any merger or amalgamation or a scheme of arrangement or similar re-organization by a order / decree of court & this contract is assigned to any entity (ies) partly or wholly, the contract shall be binding mutatis mutandis upon the successor entities & shall continue to remain valid with respect to obligation of the successor entities.

23. Severability

It is stated that each paragraph, clause, sub-clause, schedule or annexure of this contract shall be deemed severable & in the event of the unenforceability of any

paragraph, clause sub-clause, schedule or the remaining part of the paragraph, clause, sub-clause, schedule annexure & rest of the contract shall continue to be in full force & effect.

24. Counterparts

This contract may be executed in one or more counterparts, each of which shall be deemed an original & all of which collectively shall be deemed one of the same instrument.

25. Rights & remedies under the contract only for the parties

This contract is not intended & shall not be construed to confer on any person other than SECI & Successful Bidder hereto, any rights and / or remedies herein.

26. Service Provider / Bidder to Inform himself

The bidder shall be deemed to have satisfied himself about the detailed job content, the conditions and circumstances affecting the contract prices and the possibility of executing the works as shown and described in the tender.

27. Indemnity Damages and Insurance

The bidder shall indemnify and make harmless the owner or the Officer, their agents or employees from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against him or the owner by reason or any act or commission of the said bidder, his agents or employees in the execution of the work.

28. CORRUPT OR FRAUDULENT PRACTICES

SECI requires that Successful Bidder/ Contractors should follow the highest standard of ethics during the execution of contract. In pursuance of this policy, the SECI:

28.1 defines, for the purposes of this provision, the terms set forth as follows

- 28.2 “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the bid process or in contract execution; and
- 28.3 “fraudulent practice” means a misrepresentation of facts in order to influence a bid process or the execution of a contract to the detriment of the SECI Tender, and includes collusive practice among Bidder (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the SECI of the benefits of free and open competition;
- 28.4 will declare a firm ineligible/debarred, either indefinitely or for a specific period of time, a GOVT contract if at any time it is found that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a SECI Tender

29. DEBARRED FROM PARTICIPATING IN SECI’S TENDER

SECI reserves the right to carry out the performance review of each Bidder from the time of submission of Bid onwards. In case it is observed that a Bidder has not fulfilled its obligations in meeting the various timelines envisaged, in addition to the other provisions of the Tender Document, such Bidder may be debarred from participating in SECI’s any future tender for a period as decided by the competent authority of SECI.

SECTION VI

FORMS & FORMATS

List of Forms & Formats:

Format	Title
I	COVERING LETTER
II	GENERAL PARTICULARS OF THE BIDDER
III	FORMAT FOR EARNEST MONEY DEPOSIT
IV	FORMAT FOR PERFORMANCE SECURITY BANK GAURANTEE
V	FORMAT FOR EXPERIENCE CERTIFICATE
VI	FORMAT FOR DETAILS OF COMMERCIAL VEHICLES OWNED BY THE BIDDER/TENDERER
VII	FINANCIAL BID SUBMISSION
VIII	FORMAT FOR TURNOVER FOR LAST 03 (THREE) FINANCIAL YEARS
IX	"NO DEVIATION" CONFIRMATION
X	E-BANKING MANDATE FORM
XI	FORMAT FOR BOARD RESOLUTION
XII	POWER OF ATTORNEY
XIII	LIST OF BANKS

Covering Letter

(The covering letter should be on the Letter Head of the Bidding Company)

Date: _____

Reference No: _____

From: _____ (Insert name and address of Bidding Company)

Tel. #:

Fax #:

E-mail address #

To

**Solar Energy Corporation of India Limited
6th Floor, Plate-B, NBCC Office Block Tower-2,
East Kidwai Nagar, New Delhi-110023**

Sub: Response to Bid/Tender Document No-----dated ----- for Bid document for Supply of Rental Vehicle Services to cater the official travel requirements on Monthly basis at SECI.

Dear Sir,

We, the undersigned [*insert name of the 'Bidder'*] having read, examined and understood in detail the Bid Document hereby submit our response to Bid Document. We confirm that in response to the aforesaid Bid/Tender Document, we including have not submitted more than one response to Bid/Tender Document including this response to Bid/Tender Document. We are submitting application for Supply of Rental Commercial Vehicle Services to cater the official travel requirements on Monthly basis at SECI.

1. We give our unconditional acceptance to the Bid Document, dated [*Insert date in dd/mm/yyyy*], issued by SECI. In token of our acceptance to the Bid

Document, the same have been initialled by us and enclosed with the response to Bid Document.

2. We have enclosed Bid Processing Fee of Rs....., in the form of DD/ Pay Order[Insert DD/Pay Order number] dated [Insert date of DD/Pay Order].
3. We have enclosed EMD of Rs....., in the form of DD/ Pay Order/Bank Guarantee.....[Insert DD/Pay Order number/Bank Guarantee No] dated [Insert date of DD/Pay Order/Bank Guarantee].
4. We have submitted our response to Bid Document strictly as per Section VI (Forms & Formats) of this Tender Document, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.
5. We hereby unconditionally and irrevocably agree and accept that the decision made by SECI in respect of any matter regarding or arising out of the Bid Document shall be binding on us. We hereby expressly waive and withdraw any deviations and all claims in respect of this process.
6. Familiarity with Relevant Indian Laws & Regulations:
We confirm that we have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit this response to Bid Document, in the event of our selection as Successful Servicer Provider / Bidder.
7. We are enclosing herewith our response to the Bid Document with formats duly signed as desired by you in the Bid Document for your consideration.
8. It is confirmed that our response to the Bid Document is consistent with all the requirements of submission as stated in the Bid Document and subsequent communications from SECI.
9. The information submitted in our response to the Bid Document is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our response to the Bid Document.
10. We hereby declare that our company has not been debarred / black listed by any Central/State Govt. Ministry or Department/Public Sector company/Government autonomous body.

11. We confirm that all the terms and conditions of our Bid are valid up to _____
(Insert date in dd/mm/yyyy) for acceptance (i.e. a period of one hundred and eighty
days (180) days from the date of opening of bid).

12. Contact Person

Details of the representative to be contacted by SECI are furnished as under:

Name :
Designation:
Company :
Address :
Phone Nos.:
Mobile Nos.:
Fax Nos. :
E-mail address :

13. We have neither made any statement nor provided any information in this Bid,
which to the best of our knowledge is materially inaccurate or misleading. Further,
all the confirmations, declarations and representations made in our Bid are true and
accurate. In case this is found to be incorrect after our selection as Successful
Service Provider / Bidder, we agree that the same would be treated as a Seller's
event of default.

Dated the _____ day of _____, 20...

Thanking you,

Yours faithfully,

(Name, Designation and Signature of Authorized Person)

GENERAL PARTICULARS OF THE BIDDER

Name of the Company/Bidder	
Registered Office Address in case of Company	
Address of the Bidder	
E-mail	
Web site	
Authorized Contact Person(s) with name, designation Address and Mobile Phone No., E-mail address/ Fax No. to whom all references shall be made	
Year of Incorporation	
Have the Bidder/Company ever been debarred By any Govt. Dept. / Undertaking for undertaking any work.	
Reference of any document information attached by the Bidder other than specified in the Tender Document	
Bank Details (Name, Account No, IFSC Code)	
PAN & GST Registration No	

(Signature of Authorized Signatory)

FORMAT FOR EARNEST MONEY DEPOSIT

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

Ref. _____

Bank Guarantee No. _____

Date: _____

In consideration of the -----[Insert name of the Bidder] (hereinafter referred to as 'Bidder') submitting the response to NIT inter alia for selection of the Project in response to the NIT No. _____ dated ____ issued by Solar Energy Corporation of India Limited (hereinafter referred to as SECI) and SECI considering such response to the NIT of[insert the name of the Bidder] as per the terms of the NIT, the _____ [insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to SECI at [Insert Name of the Place from the address of SECI] forthwith on demand in writing from SECI or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees -----[Insert amount] only, on behalf of M/s. _____ [Insert name of the Bidder] .

This guarantee shall be valid and binding on this Bank up to and including _____[insert date of validity in accordance with NIT] and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs. _____ (Rs. _____ only). Our Guarantee shall remain in force until _____ [insert date of validity in accordance with NIT]. SECI shall be entitled to invoke this Guarantee till _____ [Insert date which is 30 days after the date in the preceding sentence].

The Guarantor Bank hereby agrees and acknowledges that the SECI shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by SECI, made in any format, raised at the above-mentioned address of the Guarantor Bank, in order to make the said payment to SECI.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by ----- [*Insert name of the Bidder*] and/or any other person. The Guarantor Bank shall not require SECI to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against SECI in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Delhi shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly SECI shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder or to enforce any security held by SECI or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. _____ (Rs. _____ only) and it shall remain in force until _____ [*Date to be inserted on the basis of this NIT*] with an additional claim period of thirty (30) days thereafter. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if SECI serves upon us a written claim or demand.

Hiring of Rental Commercial Vehicle Services through GeM



Signature _____

Name _____

Power of Attorney No. _____

For

_____ [Insert Name of the Bank] _____

Banker's Stamp and Full Address.

Dated this ____ day of ____, 20__

Bank Contact No & E Mail ID to be provided

FORMAT FOR PERFORMANCE SECURITY BANK GUARANTEE

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

In consideration of the ----- [Insert name of the Bidder] (hereinafter referred to as selected Bidder') submitting the response to Bid inter alia for “Rental Commercial Vehicle Services to cater the official travel requirements on Monthly & Monthly basis at Solar Energy Corporation of India Limited (SECI)” in response to the Tender dated..... issued by Solar Energy Corporation of India Limited (hereinafter referred to as SECI) and SECI considering such response to the Tender of[insert the name of the selected Successful Bidder] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting Successful Bidder/Trader and issuing Letter of award No ----- -- to (Insert Name of selected Successful Bidder) as per terms of Bid and the same having been accepted by the selected Successful Bidder, M/s ----- , if applicable]. As per the terms of the tender, the _____ [insert name, branch code & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to SECI at [Insert Name of the Place from the address of SECI] forthwith on demand in writing from SECI or any Officer authorised by it in this behalf, any amount up to and not exceeding Rupees----- [Total Value] only, on behalf of M/s _____ [Insert name of the selected Successful Bidder]

This guarantee shall be valid and binding on this Bank up to and including..... and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs. _____ (Rs. _____ only).

Our Guarantee shall remain in force until..... SECI shall be entitled to invoke this Guarantee till

Hiring of Rental Commercial Vehicle Services through GeM



The Guarantor Bank hereby agrees and acknowledges that SECI shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by SECI, made in any format, raised at the above-mentioned address of the Guarantor Bank, in order to make the said payment to SECI.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by ----- [Insert name of the selected Successful Bidder] and/or any other person. The Guarantor Bank shall not require SECI to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against SECI in respect of any payment made hereunder

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Delhi shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly SECI shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the selected Successful Bidder, to make any claim against or any demand on the selected Successful Bidder or to give any notice to the selected Successful Bidder or to enforce any security held by SECI or to exercise, levy or enforce any distress, diligence or other process against the selected Successful Bidder

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. _____ (Rs. _____ only) and it shall remain in force until We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if SECI serves upon us a written claim or demand.

Signature _____

Hiring of Rental Commercial Vehicle Services through GeM



Name_____

Power of Attorney No._____

For

_____ [Insert Name of the Bank]__

Banker's Stamp and Full Address. Dated this ____ day of ____, 20__ Witness:

1.

Signature

Name and Address

2.

Signature

Name and Address

Notes:

1.The Stamp Paper should be in the name of the Executing Bank and of appropriate value.

2.The Performance Bank Guarantee shall be executed by any of the Bank from the List of Banks enclosed as per Annexure-I.

3. Bank Contact No & E Mail ID to be provided

FORMAT FOR EXPERIENCE CERTIFICATE

Details of this work executed by M/s.
..... are as under: -

S.No.	Item	Detail
1	Name of work	
2	Agreement/contract No. and date	
3	Type of vehicles supplied	
4	Date of start of work	
5	Actual date of completion of work: (if contract has been completed)	
6	Awarded value of the contract	
7	Actual value of work done (if contract has been completed)	
8	Contractual payment received Payment for FY 2019-20 Payment for FY 2020-21 Payment for FY 2021-22 Payment for current financial year up to date of Submission of Tender	
9	Performance of the contractor	

(Note:- In case of more than one work, separate certificates should be provided for each work)

**FORMAT FOR DETAILS OF COMMERCIAL VEHICLES OWNED BY THE
BIDDER/TENDERER**

Detail of Commercial vehicles registered in the name of firms to be furnished as per the Table below: -.

S.No.	Registration No.	Regd. In name of	Model	Make
1.				
2.				
3.				
4.				
5.				
6.				

A minimum fleet of 10 different capacities/Models registered Commercial vehicles should be there with the Bidder. The bidder should produce the proof of ownership or have assured access to the mentioned Commercial vehicles through hire/lease/purchase agreement or other means

Pl also mention the following:

1. No. of employee's drivers / mechanics
2. Do you have your own workshop/Garage for maintaining the fleet. Yes/No
3. Distance (Km) of the office/garage of the bidder from SECI office to be provided.....Kms
4. Certificates of Registration with GST/Service Tax & Income Tax Department.

It is certified that the above information is true to the best of my knowledge and nothing is hidden or misrepresented.

Note:-

Signed..... In the capacity of

Duly authorized to sign offers for and on behalf of.....

Bidder's Name.....

FINANCIAL BID SUBMISSION

FINAL VEHICLE HIRING RATES		
S No	Commercial Vehicle Segments (For Delhi NCR)	Price
Monthly Charges on 3000 Kms or 364 Hrs basis (INR)		
1	a. Sedan/Maruti Suzuki Dzire	To be quoted on GeM Portal
	b. Premium Sedan/Maruti Suzuki Ciaz	To be quoted on GeM Portal
	c. Premium Sedan/Toyota Innova Crysta	To be quoted on GeM Portal
Rates for Extra Kms - For Monthly Vehicles (INR) - Fixed Rates valid for PAN India basis/ Outstation		
2	a. Sedan/Maruti Suzuki Dzire	INR 14/Km
	b. Premium Sedan/Maruti Suzuki Ciaz	INR 17/Km
	c. Premium Sedan/Toyota Innova Crysta	INR 19/Km
Rates for Extra Hours - For Monthly Vehicles (INR) - Fixed Rates valid for PAN India basis/ Outstation		
3	a. Sedan/Maruti Suzuki Dzire	INR 38/Hour
	b. Premium Sedan/Maruti Suzuki Ciaz	INR 44/Hour
	c. Premium Sedan/Toyota Innova Crysta	INR 50/Hour
4	In case of outstation journey & Vehicle stays overnight at the outstation, outstation charges will be: (Applicable for Monthly Rental Vehicles) - Fixed Rates valid for PAN India basis.	INR 300/- will be paid per day

		Yes/ No	Yes/ No
5	Abatement as per new notification 26/2012 claimed or not & % of GST/service tax to be charged from SECI.”	%	%

1. The quoted rate are inclusive of provision of Diesel, Lubricants, Driver, Spare parts, Tools and Plants all consumables with maintenance charges and all taxes (except GST/Service Tax, Swachh Bharat Cess & Krishi Kalyan Cess) etc as per tender conditions
2. The accepted Monthly hiring Rate of the vehicle will be subject to Price/Fuel variation clause as mentioned in the Tender Document
3. Above rates shall be inclusive of all taxes (except GST/service Tax, Swachh Bharat Cess & Krishi Kalyan Cess) which shall be paid by the contractor. The GST/Service Tax, Swachh Bharat Tax & Krishi Kalyan Cess will be paid by SECI on production of proof. Also, state entry tax for journey to NCR outside Delhi will be reimbursed by SECI against documentary evidence and toll tax and parking charges would also be reimbursed by SECI against documentary evidence
4. The quantities shown are tentative and can increase/decrease as per the requirement of SECI
5. No claim/compensation for non-operation of any schedule shall be entertained by SECI.

Format-VIII

Format for Turnover for last 03 (Three) financial years

(i.e. Current financial year up to date of submission of tender & 3 preceding financial years)

S No	Financial Year	Turnover	Remarks
1	2019-20		
2	2020-21		
3	2021-22		

In addition to the above, the Bidder has to submit the following documents / information:

- Copy of audited balance sheet(s) for last 3 Financial Years ending on 31st March 2022
- In case where audited results for the last preceding financial year are not available, certification of financial statements from a practicing Chartered Accountant shall also be considered acceptable, provided the bidder provides the detailed Financial Statements certified by the Management of the company.

Date:

Signature of Chartered
Accountant with Seal
UDIN:

Seal and Signature of Tenderer

Witnesses:

"NO DEVIATION" CONFIRMATION

To,

M/s SOLAR ENERGY COPRORATION OF INDIA LIMITED

SUB:

BID/TENDER NO:

Dear Sir,

We understand that any 'deviation / exception' in any form may result in rejection of Bid. We, therefore, certify that we have not taken any 'exception / deviation' anywhere in the Bid and we agree that if any 'deviation / exception' is mentioned or noticed, our Bid may be rejected.

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

E-Banking Mandate Form
(To be issued on Bidder letter head)

1. Vendor/customer Name :
2. Vendor/customer Code:
3. Vendor /customer Address:
4. Vendor/customer e-mail id:
5. Particulars of bank account
 - a) Name of Bank
 - b) Name of branch
 - c) Branch code:
 - d) Address:
 - e) Telephone number:
 - f) Type of account (current/saving etc.)
 - g) Account Number:
 - h) RTGS IFSC code of the bank branch
 - i) NEFT IFSC code of the bank branch
 - j) 9 digit MICR code

I/We hereby authorize SECI to release any amount due to me/us in the bank account as mentioned above. I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or lost because of incomplete or incorrect information, we would not hold the SECI responsible.

(Signature of vendor/customer)

BANK CERTIFICATE

We certify that ----- has an Account no. ----- with us and we confirm that the details given above are correct as per our records.

Bank stamp

Date

(Signature of authorized officer of bank)

FORMAT FOR BOARD RESOLUTIONS

(To be submitted on the Letter Head of the Bidding Company)

The Board, after discussion, at the duly convened Meeting on [*Insert date*], with the consent of all the Directors present and in compliance of the provisions of the Companies Act, 1956 or Companies Act 2013, as applicable, passed the following Resolution:

1. RESOLVED THAT Mr./Ms....., be and is hereby authorized to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to the “**Hiring of Rental Commercial Vehicles to be taken on Monthly Rental basis for Official Travel Requirements at Solar Energy Corporation of India Limited, New Delhi, India through GeM**” including signing and submission of all documents and providing information/ response to bid of Solar Energy Corporation of India Limited (SECI), representing us in all matters before SECI, and generally dealing with SECI in all matters in connection with our bid for the said Project.

Certified True Copy

(Signature, Name and Stamp of Director/Company Secretary)

Notes:

- 1) This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary/ Director.
- 2) The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.

- 3) This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. For example, reference to Companies Act, 1956 or Companies Act, 2013 as applicable may be suitably modified to refer to the law applicable to the entity submitting the resolution. However, in such case, the foreign entity shall submit an unqualified opinion issued by the legal counsel of such foreign entity, stating that the Board resolutions follow the applicable laws of the respective jurisdictions of the issuing Company and the authorizations granted therein are true and valid.

POWER OF ATTORNEY

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

Power of Attorney to be provided by the Bidding Company in favour of its representative as evidence of authorized signatory's authority.

Know all men by these presents, We (name and address of the registered office of the Bidding Company as applicable) do hereby constitute, appoint and authorize Mr./Ms. (name & residential address) who is presently employed with us and holding the position of as our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid in response to the NIT No dated issued by **Solar Energy Corporation of India Limited (SECI), New Delhi** including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which the SECI may require us to submit. The aforesaid Attorney is further authorized for making representations to the Solar Energy Corporation of India Limited, New Delhi and providing information / responses to SECI, New Delhi representing us in all matters before SECI, New Delhi and generally dealing with SECI, New Delhi in all matters in connection with Bid till the completion of the bidding process as per the terms of the above mentioned NIT.

We hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall be binding on us and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the NIT.

Signed by the within named

..... **(Insert the name of the executant company)**

through the hand of

**Mr.duly authorized by the Board
to issue such Power of Attorney**

Dated this day of

Accepted

.....

Signature of Attorney

(Name, designation and address of the Attorney)

Attested

.....

(Signature of the executant)

(Name, designation and address of the executant)

.....

Signature and stamp of Notary of the place of execution

**Common seal of has been affixed in my/our presence
pursuant to Board of Director's Resolution dated.....**

WITNESS

1.

(Signature)

Name.....

Designation

2.

(Signature)

Name.....

Designation

Notes:

The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and the same should be under common seal of the executant affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executant(s) in this regard.

The person authorized under this Power of Attorney, in the case of the Bidding Company / Lead Member being a public company, or a private company which is a subsidiary of a public company, in terms of the Companies Act, 1956, with a paid up share capital of more than Rupees Five crores, should be the Managing Director / whole time director/manager appointed under section 269 of the Companies Act, 1956. In all other cases the person authorized should be a director duly authorized by a board resolution duly passed by the Company.

Also, wherever required, the executant(s) should submit for verification the extract of the chartered documents and documents such as a Board resolution / power of attorney, in favour of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).

List of Banks

1. SCHEDULED COMMERCIAL BANKS	2. OTHER PUBLIC SECTOR BANKS
SBI AND ASSOCIATES	1. IDBI Bank Ltd.
1. State Bank of India	3. FOREIGN BANKS
2. State Bank of Bikaner & Jaipur	1. Bank of America NA
3. State Bank of Hyderabad	2. Bank of Tokyo Mitsubishi UFJ Ltd.
4. State Bank of Indore	3. BNP Paribas
5. State Bank of Mysore	4. Calyon Bank
6. State Bank of Patiala	5. Citi Bank N.A.
7. State Bank of Travancore	6. Deutsche Bank A.G
4. NATIONALISED BANKS	7. The HongKong and Shanghai Banking Corpn. Ltd.
1. Allahabad Bank	8. Standard Chartered Bank
2. Andhra Bank	9. Societe Generale
3. Bank of India	10. Barclays Bank
4. Bank of Maharashtra	11. Royal Bank of Scotland
5. Canara Bank	12. Bank of Nova Scotia
6. Central Bank of India	13. Development Bank of Singapore (DBS, Bank Ltd.)
7. Corporation Bank	14. Credit Agricole Corporate and Investment Bank
8. Dena Bank	5. SCHEDULED PRIVATE BANKS
9. Indian Bank	1. Federal Bank Ltd.

Hiring of Rental Commercial Vehicle Services through GeM



10. Indian Overseas Bank	2. ING Vysya Bank Ltd.
11. Oriental Bank of Commerce	3. Axis Bank Ltd.
12. Punjab National Bank	4. ICICI Bank Ltd.
13. Punjab & Sind Bank	5. HDFC Bank Ltd.
14. Syndicate Bank	6. Yes Bank Ltd.
15. Union Bank of India	7. Kotak Mahindra Bank
16. United Bank of India	8. IndusInd Bank Ltd
17. UCO Bank	9. Karur Vysya Bank
18. Vijaya Bank	10. DCB Bank
19. Bank of Baroda	11. RBL
	12. IDFC Bank