

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	14-03-2024 18:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	14-03-2024 18:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of New And Renewable Energy
Department Name/विभाग का नाम	Solar Energy Corporation Of India Limited
Organisation Name/संगठन का नाम	Solar Energy Corporation Of India Limited
Office Name/कार्यालय का नाम	Nbcc Office Block East Kidwai Nagar New Delhi
Item Category/मद केटगरी	Monthly Basis Cab & Taxi Hiring Services - SUV; As defined in Scope of Work of the Tender Document; Outstation
Contract Period/अनुबंध अवधि	1 Year(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	2 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/	Yes
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	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/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days

Bid Details/बिड विवरण

Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
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EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	YES Bank Limited
EMD Amount/ईएमडी राशि	14573

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	YES Bank Limited
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	3.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	15

(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./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

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

Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

2. 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.

3. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (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.

4. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

5. 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.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Fleet of owned vehicles with service provider, (Please limit the number to up to 100% of the vehicles demanded or 30 whichever is lesser):1

Drivers on Payroll (in Numbers) (Please limit the number to up to 100% of the vehicles demanded or 30 whichever is lesser):1

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

Geographic Presence in States: Jharkhand

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:: Charges for additional KM run: Rs. 10/km (this is applicable only if the hired vehicle runs over and above the monthly defined limit of 3000 KM in a month as defined in Scope of Work of the Tender Document).

Scope of Work:[1709528081.pdf](#)

Monthly Basis Cab & Taxi Hiring Services - SUV; As Defined In Scope Of Work Of The Tender Document; Outstation (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Vehicle Type	SUV

Specification	Values
Type of car (Please select at least 3 options)	Mahindra Scorpio , Mahindra Bolero , Mahindra Bolero Neo
Usage Variant	As defined in Scope of Work of the Tender Document
Type of Service	Outstation
Year of Vehicle Model	As defined in Scope of Work of the Tender Document
Km Travelled	As defined in Scope of Work of the Tender Document
Air Conditioning Requirement	A/C
Area of Operation	Plains
Fuel Type	Petrol
Addon(s)/एडऑन	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Vehicle(s)	Additional Requirement/अतिरिक्त आवश्यकता
1	Pallav Yadu	825421,Koderma Thermal Power Station (KTPS), Bhanjhedi, Tal. Koderma, District Koderma, Jharkhand, Pin code: 825421	1	<ul style="list-style-type: none"> Duration in Months : 12

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Buyer Added Bid Specific ATC

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

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses

on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, 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/सामान्य नियम और शर्तें](#), 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/सामान्य नियम और शर्तें 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./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---



SOLAR ENERGY CORPORATION OF INDIA LIMITED
(A Government of India Enterprise)
CIN: U40106DL2011GOI225263

**6th Floor, Plate-B, NBCC Office Block Tower-2,
East Kidwai Nagar, New Delhi-110023, India.**

This is a **Tender for the “Hiring of Vehicles on Monthly basis at KTPS, Koderma, Jharkhand”** invited by Solar Energy Corporation of India Limited (hereinafter called as “SECI” or as “Owner”), from the eligible Service Providers (hereinafter also called as “Bidder” or as “Contractor” or as “Service Provider”) to participate & submit their bid.

For the implementation of above-mentioned work, Bidders shall submit their bid complete in all respect as per the Terms & Conditions of this tender document

DISCLAMIER:

1. Though adequate care has been taken while preparing the Document, the Bidders shall satisfy themselves that the document is complete in all respects.
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.

1. Scope of Work:

1.1 Solar Energy Corporation of India Limited (SECI) shall utilize the deployed vehicle with drivers on a monthly hire basis for Supervision and coordination of project works by the SECI officials in line with the terms & conditions annexed to this notice.

1.2 The details of the Vehicles to be hired are as under:

Particulars	Description
Number vehicles	1 Nos
Description of Vehicle	Bolero/Scorpio and other equivalent vehicles
Monthly KM run	3000km
Charges for additional KM run	Rs. 10/km
Type of Duty	Outstation
Place of Deployment	Koderma Thermal Power Station (KTPS), Bhanjhedi, Tal. Koderma, District Koderma, Jharkhand, Pin code: 825421
Toll/Parking etc.	To be reimbursed as per actuals
Additional Requirement	As the vehicle may be required for Outstation Duty involving travel to other sites (RTPS, MTPS), permit for entry to West Bengal should be maintained by the Service Provider.
Hiring Period	12 (Twelve) months with effect from the effective date mentioned in the GeM Order/ Work Order (WO).

1.3 The Service Provider shall ensure that the vehicle deployed by him are not older than three years as on last date of bid submission and have not met with any accident and are in good running condition. Vehicles should be comprehensively insured and should carry necessary permits/ clearance from the Transport Authority or any other concerned authority. The vehicles should also carry necessary pollution certificates issued by the competent authority.

1.4 The deployed vehicles shall be for exclusive use of SECI officials and shall be made available on all days including Holidays, if required during the hiring period.

1.5 In case of any breakdown of vehicle on duty, the service provider shall make arrangement for providing another vehicle. In such cases, mileage from garage to the point of breakdown would not be paid.

1.6 A separate log book shall be maintained with daily trip details for each vehicle and the same will be signed by the officer in charge from SECI.

1.7 SECI shall not be responsible for any challan, loss, damage or any accident of the vehicle or to any other vehicles or for the injury to the driver or to any other third

party. The loss or damage or legal expenses on this account shall be borne by the Service Provider.

- 1.8 Service Provider shall provide the vehicle of the make/model as per the terms of the GeM Order/ Work Order tender during the entire period of hiring and should not change the vehicle without prior information and approval from SECI/Project In-charge. In emergency and rare circumstances, this condition can be waived off by SECI/Project In-charge temporarily.
- 1.9 Service Provider should deploy the vehicles registered as Taxi or public transport vehicle only.
- 1.10 Service Provider should provide a single contact person/ supervisor for the fleet deployed to SECI. It would be the responsibility of the supervisor to keep track of the vehicles, also any instruction regarding vehicles would be communicated by officer in charge of SECI to the supervisor through phone or WhatsApp. It would be the responsibility of the supervisor to ensure that the vehicle reaches the desired location and report to the desired officer within time.
- 1.11 Service Provider should ensure that the drivers deputed for service do not have any Police records/ Criminal cases (previous or pending) against them. The service provider should make adequate enquiries about the antecedents of the drivers before deputing them for service.
- 1.12 All expenses relating to salary and allowances of the driver shall be borne by the Service Provider. Like-wise all expenditure related to the vehicle including insurance, maintenance & fuel (i.e. petrol or diesel only) etc. will also be borne by the Service Provider.
- 1.13 During the period of operation, the driver should not ordinarily be changed unless desired/allowed by SECI/Project in-charge. If any vehicle does not report for duty on any day(s) or the driver reports late or there is violation of any other provision of the GeM Order/Work Order, then an amount calculated on pro-rata basis per day shall be deducted from the monthly bill of that vehicle.
- 1.14 The driver shall always remain with the vehicle during the entire period of duty (12 hours per day). In case of any need, they should seek permission from the concerned officer.
- 1.15 The driver(s) should observe all the etiquette and protocol while performing duty. And the driver(s) deputed on duty should carry valid driving license.
- 1.16 The drivers should be well conversant with the roads and routes of Jharkhand. The operation and functions of the drivers shall be governed as per the Motor Vehicles Act and Rules.

- 1.17 The service provider will comply with labour laws in force and all liabilities in this connection will be his responsibility.
- 1.18 The Service Provider shall undertake to indemnify SECI against all damages/charges arising on account of or connected with the negligence of the Service Provider or his staff or any person under his control whether in respect of accident/injury to the person or damages to the property of any member of the public or any person or in executing the work or otherwise and against all claims and demand thereof.
- 1.19 In case quality of service rendered by the Service Provider is found unsatisfactory, SECI/Project In-charge may terminate the contract after giving 07 days' notice.
- 1.20 During the period of hiring, any matter which has not been specifically covered in this GeM Order/ Work Order shall be decided by the competent authority of SECI whose decision shall be final.
- 1.21 In case of any dispute of any kind and in any respect whatsoever, the decision of SECI shall be final and binding.

2. Payment Terms:

- 2.1 No advance payment shall be given under any circumstances whatsoever.
- 2.2 All payments to be made directly to the Service Provider under the GeM Order/ Work Order shall be made by SECI through electronic payment mechanism (e-payment).
- 2.3 Bills for the vehicles deployed during a month, completed in all respect shall be submitted by first week of the following month to SECI office/ Project in charge. Payment shall be made within a period of 30 days on credit basis only against the presentation of the bill of all the vehicle along with log-sheets, duty slips (in original) duly verified by the concerned Project in charge / Officer in charge / Department.
- 2.4 The payment shall be made on Monthly basis after deduction of taxes and duties and liquidated charges, if any as applicable, 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.
- 2.5 All payments shall be made against GST invoices to be raised by the Service Provider as specified under the GST Act and related Rules, Notifications, etc. as notified by the Government in this regard. In the event that the Service Provider fails to provide the invoice in the form and manner prescribed under the GST Act and Rules, Owner shall not be liable to make any payment against such invoice.

3. Qualifying Requirements:

Qualification of the Service Provider(s)/ Bidder(s) will be based on their meeting the minimum eligibility criteria specified below regarding the Bidder's General Standards, Technical Experience and Financial eligibility as demonstrated by the Bidder's responses in the corresponding Bid documents. Specific requirements are given below:

3.1 General Eligibility Conditions:

- 3.1.1 The bidder should be an Indian company registered in India and may be an Affiliate or Holding Company or Subsidiary company of a company meeting the financial eligibility requirement (s) as set forth in this section. Government owned Enterprises registered and incorporated in India are allowed to participate in this tender. Further, Limited Liability Partnerships Firms, Proprietorships Firms and Partnerships Firms are also allowed to participate in this tender. However, the bidders against whom sanction/ debarment/ blacklisting for conducting business is imposed by Government of India, are not allowed to participate. The subsidiary of a foreign company, which is registered in India under Companies Act, 1956 or 2013 prior to the bid submission deadline, is eligible to participate.
- 3.1.2 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 documents.
- 3.1.3 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.
- 3.1.4 It shall be the sole responsibility of the bidder to inform Owner 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.
- 3.1.5 The Bidder should not be under any liquidation court receivership or similar proceedings on due date of submission of bid.
- 3.1.6 **The following categories of service providers/ bidders are exempted from the submission of Bid Processing Fees and EMD:**
 - a. Micro and Small Enterprises who are manufacturer of the Primary Product Category or Service Provider of the Primary Service Category and give specific confirmation to this effect at the time of bid submission

and whose credentials are validated online through Udyam Registration / Udyog Aadhaar (as validated by Government from time to time) and through uploaded supporting documents.

- b. Start-ups as recognized by Department of Industrial Policy and Promotion (DIPP).
- c. KVIC, ACASH, WDO, Coir Board, TRIFED and Kendriya Bhandar.
- d. Sellers who have got their credentials verified through the process of Vendor Assessment by Vendor Assessment Agencies for the Primary Product / Primary Service for which Bid / RA has been invited.
- e. Sellers/ Service Provider having annual turnover of INR 500 Crore or more, at least in one of the past three completed financial year(s)
- f. Micro and Small Enterprises registered with NSIC for the Primary Product Category whose credentials are validated through NSIC database and through uploaded supporting documents.
- g. Micro and Small Enterprises registered with DIC for the Primary Product Category whose credentials are validated through DIC database and through uploaded supporting documents.
- h. Sellers / Service Providers holding BIS License for the Primary Product Category whose credentials are validated through BIS database and through uploaded supporting documents.
- i. Central / State PSUs.

3.2 Technical Eligibility Conditions:

The Bidder can participate through below mentioned qualifying Criteria. The bidder shall be considered meeting Technical criteria as mentioned below:-

- 3.2.1 The bidder must have at least three years’ experience (ending month of March prior to the bid opening) of providing similar type of services to Central/State Government/ PSUs/ Nationalised Banks/ Reputed Organisations.

Note: The above clause 3.2.1 will not be applicable for Start-ups as recognized by Department of Industrial Policy and Promotion (DIPP) Gazette No.: G.S.R. 127(E) dated 19.02.2019, as amended from time to time.

- 3.2.2 “**Similar Works**” means, “Supply of AC/Non-AC vehicles/Cabs/Cars or SUV/MUV Commercial vehicles”.

3.2.3 The bidder must have successfully executed/completed “Similar Services” as service provider, over the last three years i.e. the current financial year and the last three financial years:-

i. At least one similar completed service costing not less than the amount equal to INR 5,82,931/- (Indian Rupees Five Lakhs Eighty Two Thousand Nine Hundred Thirty One Only).

OR

ii. At least two similar completed services each costing not less than the amount equal to INR 3,64,332/- (Indian Rupees Three Lakhs Sixty Four Thousand Three Hundred Thirty Two Only).

OR

iii. At least three similar completed services each costing not less than the amount equal to INR 2,91,466/- (Indian Rupees Two Lakhs Ninety One Thousand Four Hundred Sixty Six Only).

(Documents Required: Proof of documentation conforming above experience details such as Client Work Order/Contract Agreement along with Completion Certificate/ Performance Certificate/ Successful Order execution confirmation from client side shall be submitted).

3.3 Equipment and Managerial Capability:

3.3.1 The Bidder must have at least a minimum fleet of 1 (one) different capacities / Models registered vehicle. The vehicle should be authorized to ply as hired vehicles as per Section-66 MVA-1988, in Jharkhand 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 vehicles indicating the make, registration no. & Model along with of photocopies of Registration Certificates fulfilling the aforesaid condition should be submitted along with the bid.

3.3.2 Ownership/ proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment.

3.3.3 The bidder shall engage a workforce adequately experienced to carry out services.

In this regard, an undertaking on the bidder's letterhead shall be furnished along with the bid. Non-compliance of any of the above conditions will result in technical disqualification of the party. Financial bid of the technically disqualified party(ies) will not be considered.

3.4 Financial Eligibility Conditions:

3.4.1 The Bidding Company shall have valid PAN, GST registration.

3.4.2 The Minimum Average Annual Turnover (MAAT) of the bidder in the last three financial years (i.e. FY 2020-21, 2021-22 & 2022-23) should be **INR 2,91,466/- (Indian Rupees Two Lakhs Ninety One Thousand Four Hundred Sixty Six 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. In case the bid submission deadline is after 30th September of the relevant financial year, Bidder has to compulsorily submit the audited financial results of immediately preceding three financial years.*

Financial data for latest last three audited financial years have to be submitted by the Bidder in the attached Format in Forms & Formats of the tender document along with audited balance sheets. The financial data in the prescribed format shall be certified by Chartered Accountant with his/her stamp and signature.

3.5 Owner reserves the right to waive minor deviations if they do not materially affect the capability of the Bidder to perform the contract.

4. Bid Processing Fee (NON-REFUNDABLE):

A non- refundable Bid Processing Fee, if applicable, of **INR 6,000/-** (Indian Rupees Six Thousand Only) including GST @ 18% per bid 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. Bid Processing Fee is to be deposited along with the Bid document submission. Bids submitted without payment of requisite Tender Processing Fee will be treated as non-responsive and shall be liable for rejection.

5. Earnest Money Deposit (EMD):

- 5.1 The Bids must be accompanied with 'Earnest Money Deposit (EMD)', if applicable, of **INR 14,573/-** (Indian Rupees Fourteen Thousand Fifteen Hundred Seventy Three Only) in the form of either through NEFT/ RTGS transfer in the account of SECI or 'Demand Draft' or 'Banker's Cheque' in favour of Solar Energy Corporation of India limited, New Delhi payable at New Delhi] or 'Bank Guarantee' as per the format of the bidding documents. Bidders shall ensure that EMD, having a validity of at least 30 (Thirty) Days beyond the validity of the bid, must accompany the Bid in the format(s) made available in the Tender Document. In case of any extension in validity of bid, the EMD shall be extended suitably. The EMD shall be submitted in Indian Rupees only.
- 5.2 The 'EMD' is required to protect Owner against the risk of Bidder's conduct, which would warrant the EMD's forfeiture, pursuant to "ITB: Clause-5.7".
- 5.3 Owner shall not be liable to pay any Bank charges, commission, or interest etc. on the amount of 'EMD'. In case 'EMD' is in the form of a 'Bank Guarantee', the same shall be from any scheduled Bank as specified in the List of Banks enclosed at Forms & Formats of Tender documents or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank. However, in case of 'Bank Guarantee' from Banks other than the Nationalized Indian Banks, the Bank must be commercial bank having net worth more than INR 500 Crores (Indian Rupees Five Hundred Crores Only).
- 5.4 Bid not accompanied with required amount of EMD shall be liable for rejection.
- 5.5 'Earnest Money Deposit' of all the unsuccessful Bidders disqualified at the stage of evaluation, will be discharged/ returned as promptly as possible, but not later than '30 [thirty] days' of their respective disqualification.
- 5.6 The successful bidder's (L1 bidder) 'Earnest Money Deposit' will be discharged upon the Bidder's signing the 'Contract Agreement' and furnishing the 'Performance Security duly vetted by the Bank'.
- 5.7 Notwithstanding anything contained herein, the 'EMD' may also be forfeited in any of the following cases:
- If a Bidder withdraws or varies his Bid during the 'Period of Bid Validity'
 - If a Bidder has indulged in corrupt/ fraudulent/ collusive/ coercive practice
 - Violates any other condition, mentioned elsewhere in the tender document including deviations or conditional bid.
 - In the case of a successful Bidder, if the Bidder fails to:
 - acceptance of the GeM Order/WO/NOA/ LOI/ LOA.
 - to furnish "Performance Security.
 - to accept 'arithmetical corrections' as per provision of the clause 29 of ITB.

- 5.8 In case EMD is in the form of 'Bank Guarantee', the same must indicate the Bid Document No and the Work for which the Bidder is quoting. This is essential to have proper correlation later. The 'EMD' should be in the form provided at 'Format - VI'.

NOTE: Bid Processing Fee & EMD (if applicable) are to be submitted under **offline mode** in separate sealed covers, super-scribed with **Tender for the “Hiring of Vehicles on Monthly basis at KTPS, Koderma, Jharkhand”** at the following address so as to reach on or before Last date & Time of submission of Bids given in the published GeM Tender 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,
East Kidwai Nagar, New Delhi-110023
Tel: 011 24666 200, Extn: 293; E-mail: 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.

6. Contract Performance Security:

- 6.1 Against the work, within 30 (Thirty) days from the date of GeM Order/ Work Order, the Contractor shall furnish an unconditional and irrevocable Contract Performance Security as per Format F-V of published GeM Tender document attached herewith and which shall be for **10% of the Total Contract Value** and shall be valid for a total period of 15 (Fifteen) Months (12 Months Hiring Period + 3 Months Additional) from the date of its issuance.

The Contract Performance Security may also be submitted in the form of either 'crossed payee accounts only' Banker's Cheque or Demand Draft or Bank Guarantee or NEFT/RTGS transfer and shall be in the currency of the Contract and will be issued in the name of the owner (Solar Energy Corporation of India Limited).

Bank Guarantee towards Contract Performance Security shall be from any scheduled bank or a branch of an International Bank situated in India and registered with Reserve Bank of India as scheduled foreign bank. However, in case of Bank Guarantees from Banks other than the Nationalized Indian banks, the Bank must be a commercial Bank having net worth in excess of INR 500 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.

In case of default or failure of the Contractor to comply with the requirements of this article shall constitute sufficient grounds for the cancellation of the award and forfeiture of the EMD, if applicable.

- 6.2 In case of default or failure of the Contractor to comply with the requirements of any of the Obligations covered under this GeM Tender Document and/ or Contract Agreement shall constitute sufficient grounds for forfeiture of the Contract Performance Security.
- 6.3 The Contract Performance Security has to cover the entire contract value including extra works/ services also. As long as the Contract 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 Contract Performance Security on proportionate basis of the percentage for the additional amount in excess to the original contract value. The Contract Performance Security shall be towards faithful performance of the contractual obligations and performance of equipment.
- 6.4 Further, any delay beyond 30 (Thirty) days shall attract interest @ 1.25% per month on the total Contract Performance Security amount, calculated on pro-rata basis accordingly. Owner at its sole discretion may cancel the GeM Order/ Contract Agreement, in case Contract Performance Security is not submitted within 45 (Forty-Five) days from the date of GeM Order. However, total project completion period shall remain same. Part Security shall not be accepted. The Zero Date shall be counted from the date of GeM Order.
- 6.5 If the Contractor or their employees or the contractor's agents and representatives damage, break, deface or destroy any property belonging to the Owner or others during the execution of the Contract, the same shall be made good by the Contractor at his own expenses and in default thereof, the Engineer-in-Charge may cause the same to be made good by other Contractors and recover expenses from the Contractor (for which the certificate of the Engineer-in-Charge shall be final).
- 6.6 All compensation or other sums of money payable by the bidder to the Owner under terms of this Contract may be deducted from or paid by the encashment or sale of a sufficient part of his Contract Performance Security or from any sums which may be due or may become due to the contractor by the Owner of any account whatsoever and in the event of his Contract Performance Security being reduced by reasons of any such deductions or sale of aforesaid, the bidder shall within 10 (Ten) days thereafter make good in cash, bank drafts as aforesaid any sum or sums which may have been deducted from or realized by sale of his Contract Performance Security, or any part thereof. No interest shall be payable by the Owner for sum deposited as Contract Performance Security.

- 6.7 The Contract Performance Security (CPS) submitted shall be released to the contractor without any interest not later than 90 days after the successful completion of the contract subject to the approval and acceptance by the owner (Solar Energy Corporation of India Limited).

7. Documents Comprising the BID:

Bidder shall upload the scanned copies of all the below-mentioned original documents 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”.

- a. Bid Processing Fee, if applicable.
- b. Earnest Money Deposit (EMD), if applicable.
- c. Covering Letter as per Format-I.
- d. General particulars of the Bidder as per the Format-II.
- e. No Deviation Confirmation as per Format-III.
- f. E-Banking Mandate Form as per Format-IV.
- g. An undertaking that the bidder has not been blacklisted by any Government Department/Autonomous bodies/any organization as on the date of submission of the bid.
- h. An undertaking Regarding Banning, Liquidation, Court Receivership etc. as on the date of submission of the bid.
- i. Power of Attorney as per Format-VIII or Board Resolution as per Format-VII for such authorization.
- j. Duly attested documents in accordance with the "Qualifying Requirements (QR)" establishing the qualification.
- k. Annual reports along with a certification of Turnover of last 03 years as per Format-IX*.
- l. Copy of GST registration No, PAN Card and Income Tax Registration.
- m. Technical Bid Undertaking as per Format – XI
- n. Details of regular drivers as per Format – XII along with the copy of Driving License.
- o. Details of current fleet of vehicles as per Format – XIII along with the copy of RC, Insurance & PUC.

*In case the audited annual accounts for the year previous Financial Year are not available with the bidder, Minimum Average Annual Turnover shall be considered for the average of its last three preceding years. 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 turn over certified by a

practicing CA/Statutory Auditor should be compulsorily enclosed along with corresponding annual accounts.

8. Non-Disclosure Agreement:

The Service Provider shall safeguard and keep the Confidential Information of Owner in confidence. The Service Provider shall not, without the prior written consent of the Owner, disclose Confidential Information to any person or entity except to Service Provider’s employees, officers and directors who have a need to know such Confidential Information for the Purpose and who are bound by the confidentiality obligations. The Service Provider shall ensure that each of such employees, officers and directors are made aware of the nature of the confidential information and shall at all times remain liable for the wrongful disclosure by such persons. Further, the Service Provider shall ensure not to disclose the Confidential Information to its affiliates, Holding Company/ Parents as well as Group Companies.

9. Force Majeure:

9.1 A ‘Force Majeure’ means any event or circumstance or combination of events those stated below that wholly or partly prevents or unavoidably delays an Affected Party in the performance of its obligations under this Contract, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the Affected Party and could not have been avoided if the Affected Party had taken reasonable care or complied with Prudent Utility Practices:

- a. Act of God, including, but not limited to lightning, fire not caused by Contractors’ negligence and explosion (to the extent originating from a source external to the site), earthquake, volcanic eruption, landslide, unprecedented flood, cyclone, typhoon or tornado;
- b. Any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, terrorist or military action, quarantine;
- c. Radioactive contamination or ionizing radiation originating from a source in India or resulting from another Force Majeure Event mentioned above.

9.2 Force Majeure Exclusions

Force Majeure shall not include (i) any event or circumstance which is within the reasonable control of the Parties and (ii) the following conditions, except to the extent that they are consequences of an event of Force Majeure:

- a. Unavailability, late delivery, or changes in cost of the plant, machinery, equipment, materials, spare parts or consumables for the Project/Service;

- b. Delay in the performance of any Contractor, sub-Contractor or their agents;
- c. Non-performance resulting from normal wear and tear typically experienced in vehicle materials and equipment;
- d. Strikes at the facilities of the Contractor / Affected Party;
- e. Insufficiency of finances or funds or the agreement becoming onerous to perform; and
- f. Non-performance caused by, or connected with, the Affected Party's:
 - i. Negligent or intentional acts, errors or omissions;
 - ii. Failure to comply with an Indian Law; or
 - iii. Breach of, or default under this Contract Agreement.
- g. Normal rainy seasons and monsoon;
- h. Any Transport strikes not directly affecting the delivery of goods from manufacturer to site.

- 9.3 In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under this Contract, relative obligation of the party affected by such Force Majeure shall be treated as suspended during the period which the Force Majeure clause last.
- 9.4 Upon occurrence of such causes, the party alleging that it has been rendered unable as aforesaid, thereby, shall notify the other party in writing by registered notice within 7 (Seven) Days of the alleged beginning thereof giving full particulars and satisfactory evidence in support of its claim. Further, within 14 (Fourteen) days, the Contractor will furnish a detailed Contingency Plan to overcome the effects of the incident and bring the project on its schedule after cessation of the effect of Force Majeure.
- 9.5 The Affected Party shall give notice to the other Party of (i) the cessation of the relevant event of Force Majeure; and (ii) the cessation of the effects of such event of Force Majeure on the performance of its rights or obligations under this Agreement, as soon as practicable after becoming aware of each of these cessations.
- 9.6 Time for Performance of the relative obligation suspended by the force majeure shall stand extended by the period for which such Force Majeure clause lasts.
- 9.7 If works are suspended by Force Majeure conditions lasting for more than two months, the Owner shall have the option of cancelling this Contract in whole or part thereof, at its discretion.
- 9.8 The Contractor will not be entitled to claim any compensation for Force Majeure conditions and shall take appropriate steps to insure its men and materials utilized by it under the Contract.
- 9.9 To the extent not prevented by force majeure event, the affected party shall continue to perform its obligations pursuant to this Agreement. The Affected Party shall use

its reasonable efforts to mitigate the effect of any Force Majeure Event as soon as practicable.

10. Termination of GeM Order/ Work Order/Contract:

10.1 Termination for Owner’s Convenience

10.1.1 The Owner may at any time terminate the Contract for any reason by giving the Contractor a notice of termination that refers to this Sub-Clause 10.1.

10.1.2 Upon receipt of the notice of termination under Sub-Clause 10.1.1, the Contractor shall either immediately or upon the date specified in the notice of termination

- a. cease all further services, except for such services as the Owner may specify in the notice of termination for the sole purpose of protecting that part of the services already executed,
- b. terminate all subcontracts, except those to be assigned to the Owner pursuant to paragraph (c) (ii) below,
- c. subject to the payment specified in Sub-Clause 10.1.3,
 - i. deliver to the Owner the parts of the services executed by the Contractor up to the date of termination,
 - ii. to the extent legally possible, assign to the Owner all right, title and benefit of the Contractor as of the date of termination, and, as may be required by the Owner, in any subcontracts concluded between the Contractors and its Subcontractor; and

10.1.3 In the event of termination of the Contract under Sub-Clause 10.1.1, the Owner shall pay to the Contractor the following amounts:

- a. the Contract Price, properly attributable to the supplies executed by the Contractor as of the date of termination,
- b. any amounts to be paid by the Contractor to its Subcontractors in connection with the termination of any subcontracts, including any cancellation charges.

10.2 Termination for Contractors’ Default

10.2.1 Neither the Owner nor the Contractor may assign the Contract or any part thereof, or any right, benefit, obligation, or interest therein or thereunder, to any third party without the express prior written consent of the other Party, which consent shall not be unreasonably withheld, except that the Contractor shall be entitled to assign any monies due and payable to it or that may

become due and payable to it under the Contract, either absolutely or by way of charge.

10.2.2 The Owner, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in the following circumstances by giving a notice of termination and its reasons therefor to the Contractor, referring to this Sub-Clause 10.2:

- a. if the Contractor becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Contractor is a corporation, a resolution is passed or order is made for its winding up, other than a voluntary liquidation for the purposes of amalgamation or resupply, a receiver is appointed over any part of its undertaking or assets, or if the Contractor takes or suffers any other analogous action in consequence of debt,
- b. if the Contractor assigns or transfers the Contract or any right or interest therein in violation of the provision of Clause 10.2.1,
- c. if the Contractor, in the judgment of the Owner has engaged in Fraud and Corruption in competing for or in executing the Contract.

10.2.3 If the Contractor

- a. has abandoned or repudiated the Contract,
- b. has without valid reason failed to commence services promptly or has suspended the progress of Contract performance for more than twenty-eight (28) days after receiving a written instruction from the Owner to proceed,
- c. persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause,

then the Owner may, without prejudice to any other rights it may possess under the Contract, give a notice to the Contractor stating the nature of the default and requiring the Contractor to remedy the same. If the Contractor fails to remedy or to take steps to remedy the same within fourteen (14) days of its receipt of such notice, then the Owner may terminate the Contract forthwith by giving a notice of termination to the Contractor that refers to this Sub-Clause 10.2.

10.2.4 Upon receipt of the notice of termination under Sub-Clauses 10.2.2 or 10.2.3, the Contractor shall, either immediately or upon such date as is specified in the notice of termination,

- a. cease all further services, except for such services as the Owner may specify in the notice of termination for the sole purpose of protecting that part of the services already executed,
- b. terminate all subcontracts, except those to be assigned to the Owner pursuant to paragraph (c) below,
- c. to the extent legally possible, assign to the Owner all right, title and benefit of the Contractor as of the date of termination, and, as may be required by the Owner, in any subcontracts concluded between the Contractors and its Subcontractor.

10.2.5 The Owner may expel the Contractor, and complete the services itself or by employing any third Party. The Owner may, to the exclusion of any right of the Contractor over the same, take over and use with the payment of a fair rental rate to the Contractor, with all the maintenance costs to the account of the Owner and with an indemnification by the Owner for all liability including damage or injury to persons arising out of the Owner's use of such services.

10.2.6 Subject to Sub-Clause 10.2.7, the Contractor shall be entitled to be paid the Contract Price attributable to the services executed as of the date of termination. Any sums due the Owner from the Contractor accruing prior to the date of termination shall be deducted from the amount to be paid to the Contractor under this Contract.

10.2.7 If the Owner completes the services, the cost of completing the services by the Owner shall be determined.

If the sum that the Contractor is entitled to be paid, pursuant to Sub-Clause 10.2.6, plus the reasonable costs incurred by the Owner in completing the services, exceeds the Contract Price, the Contractor shall be liable for such excess.

If such excess is greater than the sums due the Contractor under Sub-Clause 10.2.6, the Contractor shall pay the balance to the Owner, and if such excess is less than the sums due the Contractor under Sub-Clause 10.2.6, the Owner shall pay the balance to the Contractor.

The Owner and the Contractor shall agree, in writing, on the computation described above and the manner in which any sums shall be paid.

11. Language: All documents, statements, instructions, catalogues, brochures, notices and all other communications pertaining to this tender shall be in English language.

FORMS & FORMATS

Format-I

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 Document No.: ----- dated ----- for Bid document for the **Tender for the “Hiring of Vehicles on Monthly basis at KTPS, Koderma, Jharkhand”**.

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 Document, we including have not submitted more than one response to Bid Document including this response to bid Document. We are submitting application for Bidder for 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. Processing Fees

We have enclosed a Bid Processing Fees of INR..... (Insert Amount), in the form of NEFT/Demand Draft/ Banker's Cheque no..... (Insert UTR reference no/ reference of the DD/ Banker's Cheque) dated..... (Insert date of UTR/DD/ banker's cheque) from (Insert name of Bank providing DD/ banker's cheque) and valid up to and including in terms of Clause of this tender.

3. Earnest Money Deposit

We have enclosed an Earnest Money Deposit of INR..... (Insert Amount), in the form of 'Demand Draft' or 'Banker's Cheque' or NEFT or bank guarantee no..... (Insert reference of the bank guarantee) dated..... (Insert date of bank guarantee) as per Format-IV from (Insert name of Bank providing BG) and valid up to and including in terms of Clause of this tender.

4. We have submitted our response strictly as per (Forms & Formats) of this Bid, 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 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 for acceptance for a period of one hundred eighty (180) days from the date of opening of tender.

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 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)

Format-II

GENERAL PARTICULARS OF THE BIDDER

Name of the Firm/ Bidder	
Registered Office Address	
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.	
Bank Details (Name, Account No, IFSC Code)	
PAN No	
Whether the bidder/company is having any conflict of interest from participating in the proposed empanelment	Yes No
GST ID (Proof to be submitted – GST No acknowledgement OR Email from GoI)	
GSTN Address	

(Signature of Authorized Signatory)

Format-III

"NO DEVIATION" CONFIRMATION

To,

M/s SOLAR ENERGY COPORATION OF INDIA LIMITED

SUB: Bid for **Tender for the “Hiring of Vehicles on Monthly basis at KTPS, Koderma, Jharkhand”**, Bid Document No----- dated ----- for SECI.

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:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

Format -IV

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 Limited 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)

Format-V**FORMAT FOR CONTRACT PERFORMANCE BANK SECURITY**

(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value should be in the name of the issuing Bank)

Bank Guarantee No.:

Date:

WO/ Contract No.....

..... *[Name of Contract]*

To:

Solar Energy Corporation of India Limited

(A Government of India Enterprise)

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

East Kidwai Nagar, New Delhi- 110023

Dear Sir / Madam,

We refer to the Contract ("the Contract") signed on(*insert date of the Contract*)
..... between you and M/s (*Name of Vendor*),

(or)

vide notification of award issued on (*insert date of the notification of award*) by
you to M/s (*Name of Vendor*) having its Principal place of business
at (*Address of Vendor*) and Registered Office at
(*Registered address of Vendor*)
("the Vendor") concerning (*Indicate brief scope of work*)
..... for the complete execution of the (*insert name of Package along*
with name of the Project)

By this Bank Guarantee, we, the undersigned, (*insert name & address of the issuing*
bank), a Bank (which expression shall include its successors, administrators,
executors and assigns) organized under the laws of and having its
Registered/ Head Office at (*insert address of registered office of the bank*)
do hereby irrevocably guarantee payment to you up to(*insert amount of PBG*
in figures & words), upto and inclusive of
..... (*dd/mm/yy*).

We undertake to make payment under this Bank Guarantee upon receipt by us of your first written demand signed by your duly authorized officer or authorized officer of the Owner declaring the Vendor to be in default under the Contract and without cavil or argument any sum or sums within the above-named limits, without your need to prove or show grounds or reasons for your demand and without the right of the Vendor to dispute or question such demand.

Our liability under this Bank Guarantee shall be to pay to you whichever is the lesser of the sum so requested or the amount then guaranteed hereunder in respect of any demand duly made hereunder prior to expiry of the Bank Guarantee, without being entitled to inquire whether or not this payment is lawfully demanded.

This Bank Guarantee shall remain in full force and shall be valid from the date of issuance up to and inclusive of (dd/mm/yy) and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s Solar Energy Corporation of India Limited on whose behalf this Bank Guarantee has been given.

Except for the documents herein specified, no other documents or other action shall be required, notwithstanding any applicable law or regulation.

Our liability under this Bank Guarantee shall become null and void immediately upon its expiry, whether it is returned or not, and no claim may be made hereunder after such expiry or after the aggregate of the sums paid by us to you shall equal the sums guaranteed hereunder, whichever is the earlier.

All notices to be given under shall be given by registered (airmail) posts to the addressee at the address herein set out or as otherwise advised by and between the parties hereto.

We hereby agree that any part of the Contract may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between you and the Bidder, and this security may be exchanged or surrendered without in any way impairing or affecting our liabilities hereunder without notices to us and without the necessity for any additional endorsement, consent or guarantee by us, provided, however, that the sum guaranteed shall not be increased or decreased.

No action, event or condition which by any applicable law should operate to discharge us from liability hereunder shall have any effect and we hereby waive any right we may have to apply such law so that in all respects our liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed _____ (value in figures) _____ [_____ (value in words) _____].

2. This Bank Guarantee shall be valid upto _____ (*validity date*) _____.
3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only & only if we receive a written claim or demand on or before _____ (*validity date*) _____.”

For and on behalf of the Bank

[*Signature of the authorised signatory(ies)*]

Signature_____

Name_____

Designation_____

POA Number_____

Contact Number(s): Tel._____ Mobile_____

Fax Number_____

email _____

Common Seal of the Bank_____

Witness:

Signature_____

Name_____

Address_____

Contact Number(s): Tel._____ Mobile_____

email _____

Note:

1. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the ‘Bank Guarantee’.
2. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and should invariably be witnessed.
3. The Bank Guarantee should be in accordance with the proforma as provided. However, in case the issuing bank insists for additional paragraph regarding applicability of ICC publication No: 758, the following may be added at the end of the proforma of the Bank Guarantee [*i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee*]:

“This Guarantee is subject to Uniform Rules for Demand Guarantee, ICC publication No. 758 except that article 15(a) is hereby excluded.”

Format-VI

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.

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 Details & E Mail ID is to be provided

Format-VII

FORMAT FOR BOARD RESOLUTION

(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 **Tender for the “Hiring of Vehicles on Monthly basis at KTPS, Koderma, Jharkhand”** for Solar Energy Corporation of India Limited, New Delhi, 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 Company Director/ Secretary with Registration (DIR)/ Membership number)

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 are in compliance with the applicable laws of the respective jurisdictions of the issuing Company and the authorizations granted therein are true and valid.

Format-VIII

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).

Format-IX

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	2020-21		
2	2021-22		
3	2022-23		

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 2023
- In case, audited balance sheet for FY 2022-23 is unavailable, audited balance sheet(s) for FY 2019-20, FY 2020-21 & FY 2021-22 needs to be submitted.

Date:

Signature of Chartered

Name, Signature & Seal of Tenderer

Accountant with Seal
UDIN:

Witnesses:

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 Indore	1. Bank of America NA
	2. Bank of Tokyo Mitsubishi UFJ Ltd.
	3. BNP Paribas
	4. Calyon Bank
	5. Citi Bank N.A.
	6. Deutsche Bank A.G
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	4. SCHEDULED PRIVATE BANKS
9. Indian Bank	1. Federal Bank Ltd.
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. IDFC
19. Bank of Baroda	11. RBL
	12. South Indian Bank

The Performance Security issued by any Scheduled Commercial Banks as per RBI shall be acceptable.

**SCHEDULE OF RATES (SOR)/PRICE BID
(On Bidder’s letter head)**

Tender for the “Hiring of Vehicles on Monthly basis at KTPS, Koderma, Jharkhand”					
Particular	Qty	Total Months	Monthly Hiring Charges exclusive of GST	Monthly Applicable GST	Total Hiring Charges inclusive of GST
A	B	C	D	E	F = B x C x (D + E)
(G). Hiring of Bolero/ Scorpio and other equivalent vehicle on 3000 Kms per month and 360 hours per month (12 hours per day) – on Monthly hire basis as per clause 1.2 under Scope of Work	1	12			
Total Evaluated Bid Value (TEBV)/ Total Contract value inclusive of GST (INR) = (G)					

NOTE

- The bidder has to quote Total Evaluated Bid Value (TEBV) = (G) in the GeM <https://www.gem.gov.in> portal.
- The bidder has to quote in the prescribed price bid format only. Quoting in any other manner will summarily be liable for rejection.
- Tender with over written or erased, illegible rate or rates not shown in figures and words will be liable for rejection.
- All Goods & Service Tax (GST) components [applicable for both Centre and state] payable by the Contractor under the Contract, or for any other cause, shall be mentioned as per the Price bid format mentioned.
- 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. Bidder shall quote Service charge for all the work as per the Scope of work and Specifications as defined under this document.

- f) 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 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 bid format.
- g) Payment will be made as mentioned in the payment terms.
- h) Variation in taxes, duties, levies etc. after award of job but within the Time schedule as mentioned in Limited Tender shall be to the account of SECI. Any variation in taxes, duties, levies etc. beyond Time schedule shall be to Bidder's account. 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.
- i) Bidder confirms that he has noted the contents of the Preamble to the Schedule of Rates, Schedule of Rate, Bid Document and quoted his Prices accordingly without any deviation.

Format - XI

TECHNICAL BID UNDERTAKING

(To be provided on Company/Firm Letter Head)

From:

(Full name and address of the Bidder)

To,

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

Dear Sir/Madam,

If the work of providing vehicles to your office on Monthly hiring basis is provided to me, then I undertake that:

1. The vehicles provided by me to your office would be of latest model and would not be older three years as on last date of bid submission.
2. I would ensure that the drivers provided by me to your office do not have any Police records/ Criminal cases (previous or pending) against them. I would make adequate enquiries about the antecedents of the drivers before deputing them for service to SECI.
3. Your office shall not be responsible for any challan, loss, damage or any accident of the vehicle or to any other vehicles or for the injury to the driver or to any other third party. The loss or damage or legal expenses on this account shall be borne by me.
4. I undertake to indemnify the department against all damages/charges arising on account of or connected with the negligence on my part or my staff or any person under my control whether in respect of accident/injury to the person or damages to the property of any member of the public or any person or in executing the work or otherwise and against all claims and demand thereof.
5. I undertake that, with this bid, we have uploaded all the relevant documents being offered.
6. I undertake that we have valid PUC, Insurance, fitness certificate and all other required documents in respect of the vehicles being offered in this bid, as per laws in force in this context.
7. I understand that non-compliance of any condition of this Bid document will result in disqualification of my bid.

Signature

Name of Authorized Signatory with Stamp

Format – XII

DETAILS OF REGULAR DRIVERS

(To be provided on Company/Firm Letter Head)

(Minimum 1 driver details required. Also clear copy of driving license to be attached)

S. No.	Driver Name	License Number	Issuing Authority	Issue Date	Valid Upto	Private/ commercial
1						
2						
3						

Signature

Name of Authorized Signatory with Stamp

Format – XIII

DETAILS OF CURRENT FLEET OF VEHICLES

(To be provided on Company/Firm Letter Head)

(Minimum 1 vehicle details required. Also clear copy of RC, Insurance & PUC to be attached)

S. No.	Registration Number	Owned / Leased / Hired	Make and Model	Month & Year of Manufacturing	Insurance Number & Validity date	PUC Number and validity date
1						
2						
3						
4						
5						

Signature

Name of Authorized Signatory with Stamp