



**Solar Energy Corporation of India Limited
(A Government of India Enterprise)**

CIN: U40106DL2011GOI225263

1st Floor, D-3, Wing A, Religare Building,
District Centre, Saket, New Delhi – 17

**Empanelment of Vendors for Rental
Commercial Vehicle Services to cater the
official travel requirements on Monthly and
Daily basis**

**SECI/C&P/RV/2017/03
Dated: 04/05/2017**

INDEX

SECTION NO	CONTENTS	PAGE NOS
Section-I	Introduction & Details	3-8
Section-II	Scope of work & Technical Specifications	9-15
Section-III	Instructions to Bidders & Eligibility Criteria	16-31
Section-IV	Evaluation Criteria	32-36
Section-V	General Conditions of Contract (GCC)	37-48
Section-VI	Forms & Formats	49-69
	a) Covering Letter as per Format I. b) General particulars of the Bidder as per the Format II c) Performance Security Bank Guarantee as per Format III d) Earnest Money Deposit Bank Guarantee as per Format IV e) Experience Certificate as per Format V f) Commercial Vehicles owned by the Company as per Format VI g) Financial Bid submission as per Format VII h) Contractual Turnover as per format VIII i) No deviation Certificate as per Format IX j) E banking Mandate Form as per Format X k) Power of Attorney as per Format XI l) List of Banks as Per Format XII	

SECTION I

INTRODUCTION AND DETAILS

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



Reference No: SECI/C&P/RV/2017/03

Date: 04/05/2017

Solar Energy Corporation of India Limited (SECI), New Delhi Invites Bids in Offline mode from the eligible Transport Companies/Vehicle Rental Agencies/Bidders, 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 , **“Empanelment of Vendors for Rental Commercial Vehicle Services to cater the official travel requirements on Monthly & Daily basis required at Solar Energy Corporation of India Limited, New Delhi”** called as per the scope of work and terms and conditions set out in the Bidding document

It's a price discovery mechanism to establish the lowest (L1) possible rates for the hiring of different segment of commercial vehicles, so that successful Service providers/ Vendors can be empanelled with SECI.

The Bidder must have a Minimum average annual turnover of Rs. **0.24 Crore** for last three financial years, possessing at least a minimum fleet of 20 different capacities/Models registered Commercial vehicles. **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.** The contracted Commercial vehicles should not be more than 2 years old having excellent working condition with good seats and upholstery. The contractor must have successfully executed/completed similar works for supply of Rental Commercial Vehicles in various Govt./Autonomous Bodies/PSUs/JVCs of PSUs during its last years of working.

SECI intends to hire 3 cars on monthly contract basis and 5 cars on daily/regular basis. However, actual number of hired Commercial vehicles/cars/cabs required may vary based on official demands. The Bideer shall have to provide Commercial vehicles duly registered in Delhi NCR (Petrol/ Diesel) and complying to emission norms of Bharat Stage III / IV (Euro III / IV) of the categories for the Commercial vehicles covering but not limited to Indica, WagonR, Santro Indigo, Swift Dezire, Etios, Hyundai Xcent & Accent, Honda City, Toyota Altis, Innova and Tavera etc. 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 should submit their Techno Commercial & Price Bid proposals complete in all respect in separate sealed covers, super-scribed with **“Empanelment of Vendors for Rental Commercial Vehicle Services to cater the official travel requirements on Monthly & Daily basis at Solar Energy Corporation of India Limited, New Delhi”** & should sent to SECI office at the following address so as to reach on or before **1800 HRS on 12th June, 2017** positively to

Sh. Sandeep Kumar
Manager (C&P)
Solar Energy Corporation of India Limited
1st floor, D-3Wing A, Religare Building
District Centre, Saket, New Delhi – 110017
Telephone: 011 71989290, Extension 290
E mail: contracts@seci.co.in

Bidder shall submit the Bid proposal, complete in all respect as per the Bid Information sheet.

Bid documents which include Eligibility criteria, “Technical Specifications”, various conditions of contract, formats, etc. can be downloaded from SECI website at www.seci.co.in. Any amendment(s)/corrigendum/clarifications with respect to this Tender shall be uploaded on SECI website only. The Bidder should regularly follow up for any Amendment/Corrigendum/Clarification on the above website.

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 twenty (20) days from the date of notification of Issue 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

NIT No. & Date	Reference No: SECI/C&P/RV/2017/03 Dated: 04/05/2017
Broad Scope	Empanelment of Vendors for Rental Commercial Vehicle Services to cater the official travel requirements on Monthly & Daily basis at Solar Energy Corporation of India Limited, New Delhi
Period of the Contract	24 Months from the date of Notification of Award (NOA)
Pre-bid Conference	A Pre-Bid/clarification Meeting conference shall be held as per notification on SECI's website www.seci.co.in which will be conducted at SECI office, 1st Floor, A-Wing, Religare Building, D-3, District Centre, Saket, New Delhi-17/Or at the location as mnotified by SECI. Only two persons from the Bidder company are allowed to attend the same
Cost of Tender Document	Free of Cost
Bid Processing Fee (non-refundable)	₹ 6000/- (Rs Six Thousand Only) plus Service Tax @ 15% per Tender, so total Rs 6900/- (Six thousand & Nine hundred only) to be submitted in the form of Demand Draft / Banker's Cheque drawn 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 Tender document submission.
Earnest Money Deposit	₹ 60,000/- (Rs Sixty Thousand only) in the form of Demand Draft (DD)/Bankers Cheque drawn 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 Tender document submission.
Performance Security	Within 30 days from the issuance of the Notification of Award (NOA) from SECI, the successful bidder shall furnish an unconditional and irrevocable Contract Performance Security. The Contract Performance Security shall be in the form of either Banker's Cheque or Demand Draft drawn 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 Performance Security shall be Rs 3,00,000/- (Rs Three Lacs only) derived on the basis of estimated contract value, BG validity of which should remain up to 90 days beyond the contractual Period
Last date & Time of	12/06/2017 up to 1800 HRS

Submission of Bids	
Opening of Techno Commercial Bids	13/06/2017, 1100 HRS onwards
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 NIT)	Sh. Sandeep Kumar Manager (C&P) Solar Energy Corporation of India Limited 1st floor, D-3Wing A, Religare Building District Centre, Saket, New Delhi – 17 Telephone: 011 71989290, Extension 290 E mail: contracts@seci.co.in
Important Note:	
<p>1. Prospective Bidder are requested to remain updated for any notices/amendments/clarifications etc. to the Tender Document at SECI's website at www.seci.co.in. 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 SECI website www.seci.co.in only</p>	

1. INTRODUCTION

- 1.1** Solar Energy Corporation of India Limited (hereinafter called "SECI") 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 for Rental Commercial Vehicle Services to cater the official travel requirements on Monthly & Daily basis at Solar Energy Corporation of India Limited Registered office address, New Delhi
- 1.3 It's a price discovery mechanism to establish the lowest (L1) possible rates for the hiring of different segment of commercial vehicles, so that successful Service providers/ Vendors can be empaneled with SECI.**
- 1.4** The Bidders who are Techno-commercially qualified, shall be empanelled with 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.

- 1.5** 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.
- 1.6** 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
- 1.7** This is an open tender for the eligible Transport Companies/ Agencies//Bidders who fulfil eligibility criteria laid down in the Bidding documents. The tenders 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
- 1.8** The Bidder should be a body incorporated in India under the Companies Act, 1956 or 2013 including any amendment thereto, Government owned Enterprises, Limited Liability Partnership Firms, Partnership Firms or Proprietorship firms.
- 1.9** Any kind of Technical or Financial JV/Consortium is not allowed under this Tender Document
- 1.10** Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a tender 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 & Daily basis with the following detailed Specifications

- 1.1** SECI intends to hire 3 Commercial Vehicle/Cars on monthly contract basis and 5 Commercial Vehicles/cars on daily/regular basis. However, the quantities mentioned are tentative & may vary upon SECI's actual Commercial vehicle requirement.
- 1.2** The contractor will be required to provide stipulated quantities of specified Commercial vehicles for stipulated time duration in perfect condition with drivers to SECI on hiring basis.
- 1.3** The quantities of Daily & Monthly Commercial vehicles stipulated are approximate for general guidance and may vary as per actual requirement.
- 1.4** The Commercial vehicle(s) are required as per necessity from the date of issue of the Notification of Award (NOA). The contract Commercial vehicle is to be used officially only for the Company works.
- 1.5** The duty hours and kilometres will be calculated from the reporting time to releasing time of the Commercial 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 for both the sides.
- 1.6** 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.
- 1.7** The Personal & Administration (P&A)/ Controlling officer of Owner will coordinate & control the contract operation and his decision and instructions will be binding on the contractor.
- 1.8** While on duty the driver should keep with him the proper & up-to-date records of the Commercial vehicle along with valid driving license.
- 1.9** The courtesy and good behaviour on the part of the driver is important. Discourteous or careless driver shall be replaced on demand.
- 1.10** 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 should be provided forthwith.
- 1.11** 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 on 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 security deposit will be forfeited without any litigation.

- 1.12 The contractor must have an office in Delhi Area and round the clock contact telephone number for keeping easy contact.
- 1.13 The day will be reckoned from mid-night to mid-night.
- 1.14 Intending bidder must have at least one active fixed/ mobile where requisition of Commercial vehicles can be conveyed all the 24 hrs. Telephone Number must be specified in the Bid.
- 1.15 In case of emergency i.e. breakdown en-route, contractor shall have to arrange for alternate Commercial vehicle for escorting persons and materials.
- 1.16 The liability arising out of accident of the hired Commercial vehicle under relevant sections of relevant motor vehicle act and IPC shall solely be on the contractor. The SECI has no responsibility whatsoever and will not entertain any claim in this regard under any provision of the law.
- 1.17 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.
- 1.18 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.
- 1.19 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.
- 1.20 Commercial Vehicles having registration, shall only be supplied to SECI and taxes etc due on such Commercial vehicles shall be liability of the contractor. The cost of lubricants, repairs, maintenance, taxes, insurance, etc. will be the contractor's liability.
- 1.21 SECI will reimburse Toll tax & Parking Charges wherever incurred on submission of original receipt. The driver to be provided with reasonable petty cash from the contractor for the purpose mentioned
- 1.22 Regular checking of meter by the designated transport authority should be got done by the contractor and requisite certificate should be shown to SECI as and when demanded.
- 1.23 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.

- 1.24** Journey within Delhi/NCR area will be treated as local journey.
- 1.25** The Commercial vehicle shall always be provided with decent upholstery, clean seat covers, comfortable seat cushions and other basic fittings / accessories like CD/Radio cassette player etc. for maximum comfort of passengers.
- 1.26** Drivers of Commercial vehicles must be provided and maintain mobile phones. No extra charges would be paid by SECI for the same.
- 1.27** In case of Break down / servicing / repair, the contractor shall provide alternate Commercial vehicle of same Make and model or higher failing which vehicle shall be hired from any other source / sources at the risk and cost of the contractor.
- 1.28** The maintenance cost, charges of fuel (Petrol/Diesel), Road tax, permit fee, challans, salary of the driver, the overtime, and mobile phone charges of driver etc. are the responsibility of the contractor and should be paid by the Contractor.
- 1.29** Insurance: The provided Commercial vehicle must be fully and comprehensively insured covering the risk to the driver and all passengers also Documents in support of Insurance, should be submitted by the contractor, which are deployed at SECI for regular use.
- 1.30** The Commercial Vehicle sent to SECI office on requisition must have all relevant documents like registration Book / 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.
- 1.31** 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.
- 1.32** The contractor should have a fleet of minimum 20 registered Commercial vehicles of Different Models/Categories.
- 1.33** SECI reserves the right to Forfeiture of Earnest Money Deposit (EMD)/Performance Security in case the contract fails to supply agreed no of cars of required make.
- 1.34** 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.
- 1.35** Contractor shall be responsible for the proper and orderly conduct of his staff/workers while performing their duties as a part of this contract and shall employ only such persons whose character has been verified by the police/ the Govt. Administrative Officer. He shall, on demand, produce papers regarding police verification of any of his staff.
- 1.36** 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.

- 1.37** 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.
- 1.38** 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.
- 1.39** No mileage will be claimed for driver’s lunch/breakfast or drawl of fuel etc.
- 1.40** The contractor shall provide well-behaved drivers in proper uniform with valid driving license. 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.
- 1.41** The drivers must also observe all the etiquette, protocol and extend usual courtesy (like carrying official bags/files to the concerned officer chambers/Home, etc.) while performing the duty. They must be neatly dressed, should wear proper uniform and must carry a photo identity card provided by the Contractor/Service provider apart from carrying mobile phone in working condition.
- 1.42** The Commercial vehicle should be licensed and 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/agency.
- 1.43** The driver should abide by the rules laid down by Transport Authority or any Authority relevant to the subject and should always strictly follow the Traffic Rules and Regulations so as to ensure safety of the passenger(s)/others.
- 1.44** Compliance of all statutory obligations viz. Industrial Dispute Act, Workmen’s Compensation Act, 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.
- 1.45** The contractor shall ensure compliance of all applicable laws such as Motor Vehicles Act 1988 (as amended time to time) and adhere to legal and labour provisions provided by Government of India which shall include Income Tax, Accidents, Employee State Insurance (ESI), Provident Fund, Minimum Wages Act, Contract Labor and Abolition Act etc.
- 1.46** 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, and Rajasthan) as well.

- 1.47** All kinds of repairs/maintenance costs, charges of fuels, oil lubricant, mobile phone charges, fee towards licenses/registration, challans, salary/overtime of the driver, insurance premium etc. are responsibility of the contractor and shall be borne by the contractor all along the contract duration.
- 1.48** 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.
- 1.49** The contractor shall also provide a copy of all the necessary documents, viz. copy of the RC, Drivers' License, Insurance cover, Police verification report of drivers etc. at the time when a Commercial vehicle is leased through him on monthly or daily basis. Also, any other relevant document relating to Commercial vehicle and its operation are to be submitted as and when desired by SECI.
- 1.50** The Drivers shall abide by the rules laid down by Motor Licensing Authority and shall always strictly follow the Traffic Rules and regulations so as to ensure safety of passengers. Any challan/penalty imposed on the driver will be borne by the contractor/service provider. In case of any accident, all the claims arising out of it will be met by the Contractor/service provider.
- 1.51** 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.
- 1.52** 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.
- 1.53** The Commercial vehicles leased to SECI must be fully and comprehensively insured covering the risk to the driver and all passengers also. The insurance shall protect the contractor and SECI Limited against all risk. Claims for loss, injuries, disability, disease and death of members of public including SECI personals and damage to the property of others arising from the use of motor vehicles during operations irrespective of the ownership of such Commercial vehicles shall be borne by the contractor. Cost of the insurance shall be borne by the Contractor and the copy of the Insurance Policy shall be provided to SECI before providing the vehicle to the officer.
- 1.54** 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.
- 1.55** 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.

- 1.56** 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 duty 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.
- 1.57** Contractor shall in no case lease/transfer/sublet/appoint caretaker for services.
- 1.58** The Contractor shall keep indemnified and hold harmless SECI and its top management, officers and employees from and 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.

2. VEHICLE REQUISITIONING AND DUTY SLIP

- 2.1** 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.
- 2.2** The duty slip/log sheet duly filled in should be got 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.

SECTION III

INSTRUCTION TO BIDDERS AND ELIGIBILITY CRITERIA

1. Bid Information and Instructions to Bidders

1.1 Obtaining Tender Document & Processing Fee:

- (a) The Tender Document can be downloaded **free of cost** from SECI's official Website at www.seci.co.in from the date mentioned in the **Bid Information Sheet**.
- (b) Prospective Bidders interested to participate in the bidding process are required to submit their Techno Commercial & Price Bid Proposals in response to this Tender 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 Tendering process.

1.2 Bid Submission

The bidding methodology adopted for this Project 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 in separate sealed envelopes) in line with this Tender 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, 1956 or 2013 including any amendment thereto, Government owned Enterprises, Limited Liability Partnership Firms, Partnership Firms or Proprietorship firms.
- b) The bidder should have successfully executed contracts of similar nature (**supply of Rental Commercial Vehicles in each contract**) in its previous years of working. Similar nature of work means, Supply of AC/Non-AC Commercial Vehicles/Cabs/Cars or SUV/MUV Commercial Vehicles to the Govt./Autonomous Bodies/PSUs/JVCs of PSUs on hiring basis.
- c) The Tenderer(s) should have successfully executed/completed at least one single similar work order of value of **10 (Ten) Lacs** or more during any of the last three financial years (i.e. current financial year, up to last date of tender submission and previous three financial years) for any Govt./Autonomous Bodies/PSUs/JVCs of PSUs.
- d) The **bidder submitting the bid must have a minimum fleet size of 20 Commercial vehicles of**

different capacities/Models registered in NCR. 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

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). **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 format VI under Section VI of Forms & Formats**

1.3.2 Financial Eligibility:

The participating Bidder should have a Minimum Average Annual Turnover of Rs **24 Lacs** for the last 3 financial years preceding the Bid Deadline. In case the audited annual accounts for the year 2016-17 are not available with the bidder, Minimum Average Annual Turnover shall be considered for the average of its last three preceding years.

Financial data for latest last three audited financial years has to be submitted by the bidder in Format VII under Section VI of Forms & Formats of NIT along with audited balance sheets. The financial data in the prescribed format shall be certified by Chartered Accountant with his stamp and signature. In case audited balance sheet of the last financial year is not made available by the bidder, he has to submit an undertaking certifying that 'the balance sheet has actually not been audited so far'.

- 1.3.3 In case, the Tenderer(s) do not submit any proof for meeting with the eligibility criteria as laid down above in the Tender notice & Tender conditions, along with the tender, the offer shall be considered as in-complete & 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.

1.4 Documents to be signed and submitted by 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 Tender Document by each bidder will be permitted. The documents required under the tender conditions for submission along with the 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 Tender 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. /Govt. undertaking.
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 2 years old 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 2015 & onwards.
6. Certificates of Service Tax Registration, Income Tax Registration, PAN Card.

2. Validity of the Response to Tender 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"). SECI reserves the right to reject any response to Tender 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) 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. 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, for keeping the offer open till such date as might be specified in the tender. 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 Tender 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 Tender 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

5. Performance Security

- 5.1** Against this contract, within 30 days from the issuance of the Notification of Award (NOA) from SECI, the successful bidder shall furnish an unconditional and irrevocable Contract Performance Security. The Contract Performance Security shall be in the form of either Banker's Cheque or Demand Draft or Bank Guarantee and shall be in the currency of the Contract. The value of the Performance Security shall be **Rs 3,00,000/- (Rs Three Lacs only)** derived on the basis of estimated contract value and would remain valid up to 90 days beyond the contractual Period. The Contract Performance Security shall be towards faithful performance of the contractual obligations and performance of equipment.
- 5.2** 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 Tender Document.
- 5.3** The Performance Security may also be submitted in the form of 'crossed payee accounts only' Demand Draft/ Banker's Cheque in favour of **"Solar Energy Corporation of India Limited, New Delhi"** payable at New Delhi, India.
- 5.4** 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).
- 5.5** 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.
- 5.6** Further, any delay beyond 30 days shall attract interest @ 1.25% per month on the total Performance Security amount, calculated on pro-rata basis accordingly. Owner at its sole discretion may cancel the allocated work & forfeit 100% of EMD, in case Performance Security is not submitted

within 60 days from issuance of Notification of Award (NOA). However, total project completion period shall remain same. Part Security shall not be accepted.

6. Structuring of Bid Selection Process

A Single Stage Two envelop system has been envisaged under this Tender Document i.e. Bidders have to submit both Techno-commercial bid and financial bid together in response to this Tender 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. **L1 Price bid** would be ascertained considering Service Tax as extra.

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 VII of Section VI
- 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 Tender 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 tender 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 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 Tender 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, tender is liable to be rejected.

10. Deadline for submission of bid

The bid duly filled must be received by SECI at the address specified not later than the date and time mentioned in the “**Bid Information Sheet**”. Bid received later than the deadline prescribed for submission of tender by SECI will be summarily rejected.

11. Withdrawal of bid

No Tender can be withdrawn after last due date of Bid submission and during tender validity period. Submission of a tender by a bidder implies that he had read all the tender 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 tenders, 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 tender shall be either sought or permitted. Above clarification and their response shall form part of the tender 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 tenders containing any conditions or deviations or reservations about contents of tender document, SECI may ask for withdrawal of such conditions/deviations/reservations. If the bidder does not withdraw such conditions/deviations/ reservations, the tender shall be treated as non-responsive. SECI's decision regarding responsiveness or non-responsiveness of a tender shall be final and binding.

15. Canvassing

No bidder is permitted to canvass to SECI on any matter relating to this tender. 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 bidder.

Successful bidder is required to submit Performance Security as per the format III of Section VI and timeline defined in this Tender 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 Techno Commercial & Price Bids in response to this Tender Document shall be submitted by the Bidder in the manner as provided below. The Techno Commercial & Price Bids proposal shall comprise of the following

(A) ENVELOPE- I (TECHNO COMMERCIAL ENVELOPE)

- **BELOW MENTIONED DOCUMENTS SHALL BE SUBMITTED IN OFF-LINE MODE ONLY AS HARD COPIES AT SECI'S REGISTERED OFFICE ADDRESS**

The Bidder shall submit Techno Commercial Proposal as per the Eligibility documents asked in the Tender Document. Envelope shall be super scribed as **“Techno Commercial Documents for the Supply of Rental Commercial Vehicle Services to cater the official travel requirements on Monthly & Daily basis at Solar Energy Corporation of India Limited, New Delhi”** along with following documents

- i. Bid Processing Fee as prescribed in the Tender Document
- ii. Covering Letter as per Format I.
- iii. General particulars of the Bidder as per the Format II
- iv. Earnest Money Deposit as prescribed in the Tender Document
- 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 XI along with Board Resolution for such authorization.
- xi. Signed and stamped Copy of Tender 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. /Govt. undertaking.
- 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 Service Tax Registration, Income Tax Registration & PAN Card.

(B) ENVELOPE II (FINANCIAL ENVELOPE)

- **PRICE BID(S)/FINANCIAL PROPOSAL AS PER FORMAT VII, SECTION VI SHALL BE SUBMITTED IN OFF-LINE MODE ONLY AS HARD COPIES AT SECI'S REGISTERED OFFICE ADDRESS**

The Bidders shall submit Price Bids/ Financial Proposals in the Format VII of Section VI under Forms & Formats only. Envelope shall be super scribed as **“Price Bid for the Supply of Rental Commercial Vehicle Services to cater the official travel requirements on Monthly & Daily basis at Solar Energy Corporation of India Limited, New Delhi”**

The Sealed Techno-commercial Envelope (Envelope I) and Financial Envelope (Envelope II) shall be placed in a Bigger Single Envelope which shall have the Sticker details as mentioned under clause no 20 & will be sent as per the provision mentioned under clause no 19 below.

19. TECHNO COMMERCIAL & PRICE BIDS DUE DATE

The Bidder should submit the Techno Commercial & Price Bid Proposals in offline Mode as hard copies so as to reach the address indicated below by 1800 HRS (IST) on or before 12/06/2017 in the name of

Sh. Sandeep Kumar
Manager (C&P)
Solar Energy Corporation of India Limited
1st floor, D-3, Wing A, Religare Building
District Centre, Saket, New Delhi – 17
Telephone: 011 71989290, Extension 290
E mail: contracts@seci.co.in

20. STICKER FOR THE BID ENVELOPE:

The Sealed Techno-commercial Envelope (Envelope I) and Financial Envelope (Envelope II) shall be placed in a Bigger Single Envelope which shall have the following Sticker details:

Response to Tender Document for “the Supply OF Rental Commercial Vehicle Services to cater the official travel requirements on Monthly & Daily basis at Solar Energy Corporation of India Limited”	
Tender Document No.	
Last Date of Submission	
Bids Submitted by	(Enter Full name and address of the Bidder)

Empanelment of Vendors for Rental Commercial Vehicle Services



Authorized Signatory	(Signature of the Authorized Signatory) (Name of the Authorized Signatory) (Stamp of the Bidder)
Bid Submitted to	SOLAR ENERGY CORPORATION OF INDIA LIMITED, 1 st Floor, A-Wing, D-3, District Centre Saket, New Delhi-110017, Tel: 011-71989290

Important Note: The Bidders shall not deviate from the naming and the numbering formats mentioned above, in any manner.

21. Clarifications/Enquires/ Amendments

- i) Clarifications if any, on Tender Document may be sought at the address mentioned in the Bid Information Sheet not later than 20 days after publication of Tender 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 website of SECI at www.seci.co.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 Tender Document or cancel the Tender 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 Tender Document, in any manner whatsoever, SECI reserves the right to reject such response to Tender Document and/or cancel the Contract Agreement, if issued and the EMD/Performance Security provided up to that stage shall be en-cashed. Bidder shall be solely responsible for disqualification based on their declaration in the submission of response to Tender 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 Tender 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 Tender Document that are incomplete, which do not substantially meet the requirements prescribed in this Tender 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 Tender 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 Tender.

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 tender documents. The requisite details should be filled in by the bidder wherever required in the documents. Incomplete tender or tender 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 Tender Document, if necessary. The Bidder may seek clarifications or suggest amendments to Tender Document online through E Mails or in the form of Letters addressed at the Email ID & registered office address as mention 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 Tender 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 Tender Document and submit their Techno Commercial/ Price Proposal accordingly. Tenders 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 Tender**

29. SERVICE TAX /GST

Service Tax as applicable shall be paid by Solar Energy Corporation of India Limited and as per prevailing law. In case of the introduction of some new Taxes like GST or 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 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 tender shall be fully borne by the Contractor and shall not be reimbursed to him on any account. The tender shall be inclusive of all taxes levies, octroi etc (except 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.

34. NON-PERFORMANCE OF THE CONTRACT CONDITIONS RESULTING IMPOSITION OF PENALTY AS UNDER:

34.1 Against the Sole Discretion of Officer in Charge/ P&A/Controlling Officer, Penalty depending on the nature of unsatisfactory service, will be deducted from the due amount in the following conditions: -

S.No.	Description	Penalty
I	“Vehicle provided by the contractor is not a commercial vehicle on any particular occasion (Except for the situation where the commercial vehicle was provided for duty but the same had to be replaced, for the particular day, by the contractor due to accident or any other emergency situation).	Rs 1000/- Per Vehicle Per occasion
II	Driver under the influence of Intoxicant.	Rs. 1,000/- per occasion
III	Faulty/ Tempered meter.	Rs 500/- Per Vehicle Per occasion
IV	Vehicle not found clean and in perfect running condition with shining body, clean interior and good upholstery.	Rs 500/- Per Vehicle Per occasion
V	Non-functioning of AC.	Rs 500/- Per Vehicle Per occasion

Empanelment of Vendors for Rental Commercial Vehicle Services



VI	In case of non-reporting of vehicle for duty or withdrawal of a vehicle without providing replacement.	Rs. 1,000/- per vehicle per day + non-payment of contractual charges for the day.
VII	Driver not carrying relevant documents i.e. Driving License, RC, Insurance, Pollution certificate etc.	Rs 500/- Per Vehicle Per occasion
VIII	Driver not in proper uniform, not extending usual Driver courtesy	Rs 200/- Per Vehicle Per occasion
IX	In case of emergencies, if the Driver does not report for the duty within 1 hrs even during his off hours, on call.	Rs.200/- per hrs

34.2 Above mentioned Penalties are applicable against the Sole Discretion of Officer in Charge/ P&A/Controlling Officer of Solar Energy Corporation of India Limited

34.3 In addition to the penalties for offences the contractor will have to replace vehicle/Driver immediately as applicable.

34.4 In case the vehicle does not report on time or is not found in perfect running condition, the vehicle would be returned for replacement or SECI would hire a vehicle from other source and the penalty charges as specified shall be deducted from the running bill/payable dues of the contractor.

34.5 The Driver of hired vehicle shall not behave in any improper way which may tarnish the image of the SECI. In case, 02 complaints are received against a particular driver, the contractor shall have to provide a replacement within 03 days and the errant Driver shall not be deployed with any of the vehicles under this contract.

34.6 However, in case of recurrent violations of terms and conditions, the contract can be terminated as per termination clause with forfeiture of complete or partial security deposit, performance guarantee and SECI will not be responsible for losses/damages caused to the Contractor, consequent to the termination of Contract on account of non-performance.

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. Sanjay Sharma	011-71989256	contracts@seci.co.in
Sh. Brijesh Kumar	011-71989253	bkumar@seci.co.in
Sh. Naveen Mehto	011-71989250	nmehto@seci.co.in
Sh. Sandeep Kumar	011-71989290	contracts@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 Tender Document, failing which his tender 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.

As described earlier also, it's a price discovery mechanism to establish the lowest (L1) possible rates for the hiring of different segment of commercial vehicles, so that successful Service providers/ Vendors can be empanelled with SECI.

Bidders need to provide their charges/rates in Rupees (Exclusive of Service Tax) for the Daily/Regular Commercial Vehicle Segment "Tata Indica/Maruti WagonR/Hyundai Santro or equivalent Segment" mentioned as "A" only & Rest all related charges/rates (Daily/Regular Commercial Vehicle charges for other 03 Segments & all 04 Commercial Vehicle Segments of Monthly basis) will automatically be derived based on it in accordance with the Price Calculation Formula given under Format VII of Section VI.

Rates for Extra running Kms & Extra Hrs (Exclusive of 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 Daily/Regular Commercial Vehicle Segment "Tata Indica/Maruti WagonR/Hyundai Santro or equivalent Segment" in the Format given.

Against price Bid submission other respective rates will be automatically calculated & Rates for Extra running Kms & Extra Hrs will also be deemed accepted by the Bidders/Contractor.

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 Tender Document, all Bidders are required to go through the Format VII of Section VI, wherein rates/Charges for only one of the Commercial Vehicle segment is to be filled in, which is mentioned as “A”

Bidders need to provide their charges/rates in Rupees (Exclusive of Service Tax) for the Daily/Regular Commercial Vehicle Segment “Tata Indica/Maruti WagonR/Hyundai Santro or equivalent Segment” mentioned as “A” only & Rest all related charges/rates (Daily/Regular Commercial Vehicle charges for other 03 Segments & all 04 Commercial Vehicle Segments of Monthly basis) will automatically be derived based on it in accordance with the Price Calculation Formula given under Format VII of Section VI.

Rates for Extra running Kms & Extra Hrs (Exclusive of 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 Daily/Regular Commercial Vehicle Segment “Tata Indica/Maruti WagonR/Hyundai Santro or equivalent Segment” in the Format given. Against price Bid submission other respective rates will be automatically calculated & Rates for Extra running Kms & Extra Hrs will also be deemed accepted by the Bidders/Contractor.

- TENTATIVE VEHICLES REQUIREMENT ON DAILY BASIS – 05 VEHICLES.
- TENTATIVE VEHICLES REQUIREMENT ON MONTHLY – 03 VEHICLES

Following Category of Commercial Vehicles have been considered for daily & Monthly Rental Commercial Vehicles under this Tender:

1. Tata Indica/Maruti WagonR/Hyundai Santro or equivalent Segment
2. Tata Indigo/Maruti Swift Desire/Toyota Etios/ Hyundai Xcent or equivalent Segment
3. Toyota Innova / Tavera or equivalent Segment
4. Honda City/Toyota Altis/Suzuki Ciaz/Suzuki SX4/Nissan Sunny or equivalent Segment

1.2.1 Contract for the supply of Daily & Monthly Rental Commercial Vehicles will be awarded to the successful bidder, whose charges/rates in Rupees (Exclusive of Service Tax) for the Daily/Regular Commercial Vehicle Segment “Tata Indica/Maruti WagonR/Hyundai Santro or equivalent Segment” mentioned as “A” in Format VII, Section VI, 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 only one Vehicle segment mentioned as “A” & that will be the evaluating criteria for deriving on the Lowest Bidder (L1) Price.

- 1.2.3 SECI may consider for the Empanelment/Hiring of multiple Transport Companies/Agencies/Bidders subject to the meeting of the requisite Techno Commercial criteria & matching the Lowest (L1) Price.
- 1.2.4 Prices must be filled in format VII for Financial Bid enclosed as part of Tender 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.
- 1.2.5 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 Service Tax, Swachh Bharat Cess & Krishi Kalyan Cess) etc as per tender conditions
- 1.2.6 The accepted hiring Rate of the Commercial Vvehicle will be subject to Fuel variation clause as mentioned in the Tender Document
- 1.2.7 Above rates shall be inclusive of all Taxes (except service Tax, Swachh Bharat Cess & Krishi Kalyan Cess) which shall be paid by the contractor. The Service Tax, Swachh Bharat Tax & Krishi Kalyan Cess will be paid by SECI on production of documentary proofs.
- 1.2.8 The quantities shown are tentative and can increase/decrease as per the actual requirement & vehicle Demand of SECI.
- 1.2.9 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.
- 1.2.10 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.
- 1.2.11 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 SERVICE TAX

- 1.3.1 Bidders are required to submit a copy of the Service Tax Registration Certificate while submitting the bids wherever service tax is applicable.
- 1.3.2 The rental Car Service will be considered as Service. In case the Contractor is claiming Abatement as per Service Tax Department Notification No 26/2012 dated 20.06.2012, then SECI itself will be liable to pay Service Tax as per reverse charge Mechanism Notification No 30/2012 dated 20.06.2012 & nothing will be paid to the contractor on account of the Service Tax. Further, in case the Contractor does not claim the benefit of Abatement as per above notification, then the SECI will pay to the contractor Service Tax as levied as per the Laws after deducting certain portion of Service Tax as per the Reverse Charge Mechanism. In case any changes are introduced in Service Tax Laws in future or on introduction of GST, the applicable provisions will be followed.
- 1.3.2 The responsibility of payment of Service Tax 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 4A of service tax rules,1994. 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) Service Tax Amount, if any.

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

1.3.4 In case CBEC (Central Board of Excise and Customs) brings to the notice of Owner that the contractor has not remitted the amount towards service tax collected from Owner to the government exchequer, then, that contractor shall be debarred from participating in any of the SECI's Tenders for period of six months or as per the sole discretion of Owner.

1.3.5 In case of statutory variation in Service Tax 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 Service Tax / Statutory variation in Service Tax, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) Service Tax, otherwise claim in respect of above shall not be entertained for payment of arrears. The following may also be noted: -

1.3.6 Any increase in the rate of non-cenvatable service tax beyond the contractual completion period shall be to contractor's account whereas any decrease in the rate of service tax shall be passed on to the Employer/ Owner.

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 Tender 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 Tender 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

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 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.
5. 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

- 5.1 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
- 5.2 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.
- 5.3 SECI shall be at the liberty to increase/decrease the no. of Commercial vehicles required and the same shall be acceptable to the contractor.
- 5.4 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.
- 5.5 In the event of increase/decrease in the price of fuel above 10%, the daily & Monthly rates will be proportionately increased/decreased by 1/3rd 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 Tender. 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 Monthly vehicles. For Daily 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 = $13.56\%/3 = 4.52\%$

Considering for a particular Segment the Monthly price is Rs 20000/Month

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

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

- 5.6 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 are 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 & daily 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 & 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 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. Liquidated Damages (LD): Not Applicable

10. 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.

11. Default in Contracts obligation

11.1 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.

11.2 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.

11.2.1 if the Successful Bidder fails to deliver any or all of the Work as required by SECI.

11.2.2 if the Successful Bidder fails to perform any other obligation(s)/duties under the Contract.

11.2.3 If the Successful Bidder, in the judgment of SECI has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

12. 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.

13. Force Majeure

13.1 Notwithstanding the provisions of tender, the Successful 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.

13.2 For purpose of this clause, "Force majeure" means an event beyond the control of the Successful 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.

13.3 In the event that the Successful 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.

13.4 If a force majeure situation arises, the Successful 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.

14. Termination for Insolvency

SECI may at any time terminate the Contract by giving written notice to the Successful 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.

15. Termination for Convenience

SECI by written notice sent to the Successful 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.

16. Successful Bidder Integrity

The Successful 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.

17. Successful Bidder's Obligations

17.1 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.

17.2 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.

18. Settlement of Disputes

18.1 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.

18.2 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.

19. 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.

20. 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.

- 20.1 The Arbitrator may from the time to time, with the consent of all parties extend the time in making the award
- 20.2 The cost incidental to the arbitration shall be at the discretion of the Arbitrator. The arbitration shall be conducted at New Delhi.
- 20.3 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.
- 20.4 The arbitrator shall give his speaking or reasoned award with respect to the disputes referred to him by either of the parties.
- 20.5 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.
- 20.6 Arbitration proceedings shall be conducted with The Arbitration and Conciliation Act, 1996. The venue or arbitration shall be New Delhi.
- 20.7 Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the agreement unless otherwise agreed mutually.

21. 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

22. Notices

22.1 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.

22.2A notice shall be effective when delivered or on the notice's effective date, whichever is later.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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:

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

29.2 "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

29.3 "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;

29.4 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

30. 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

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
1st Floor, D-3, Wing A, Religare Building,
District Centre, Saket, New Delhi – 17**

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

Dear Sir,

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

1. We give our unconditional acceptance to the Tender Document, dated [*Insert date in dd/mm/yyyy*], issued by SECI. In token of our acceptance to the Tender Document, the same have been initialled by us and enclosed with the response to Tender 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 Tender 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 Tender 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 Tender Document, in the event of our selection as Successful Bidder.
7. We are enclosing herewith our response to the Tender Document with formats duly signed as desired by you in the Tender Document for your consideration.
8. It is confirmed that our response to the Tender Document is consistent with all the requirements of submission as stated in the Tender Document and subsequent communications from SECI.
9. The information submitted in our response to the Tender 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 Tender 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 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.

Empanelment of Vendors for Rental Commercial Vehicle Services



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 /Service Tax Registration No	

(Signature of Authorized Signatory)

Format-III

FORMAT FOR PERFORMANCE SECURITY BANK GAURANTEE

(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 & Daily 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 executers, 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

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

Empanelment of Vendors for Rental Commercial Vehicle Services



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 _____
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 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 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 : <i>(if contract has been completed)</i>	
6	Awarded value of the contract	
7	Actual value of work done <i>(if contract has been completed)</i>	
8	Contractual payment received Payment for FY 2013-14 Payment for FY 2014-15 Payment for FY 2015-16 Payment for current financial year upto 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 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.				
7.				

A minimum fleet of 20 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

PI 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 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.....

Format-VII

FINANCIAL BID SUBMISSION, FORMAT VII, SECTION VI			
S.No	Commercial Vehicle Segments (For Delhi/ NCR)	Quoted Rates (Exclusive of Service Tax)	Remarks
Fixed Daily Charges on 80 Kms or 8 Hrs basis (Rs)			
1	a. Tata Indica/Maruti WagonR/Hyundai Santro or equivalent Segment	A =	Bidder only need to quote for "A" & rest all figures will be automatically derived
	b. Tata Indigo/Maruti Swift Desire/Toyota Etios/ Hyundai Xcent or equivalent Segment	1.2 times of A	
	c. Toyota Innova / Tavera or equivalent Segment	1.4 times of A	
	d. Honda City/Toyota Altis/Suzuki Ciaz/Suzuki SX4/Nissan Sunny or equivalent Segment	1.6 times of A	
Fixed Monthly Charges on 2400 Kms or 240 Hrs basis (Rs)			
2	a. Tata Indica/Maruti WagonR/Hyundai Santro or equivalent Segment	30 times of A	Bidder only need to quote for "A" & rest all figures will be automatically derived
	b. Tata Indigo/Maruti Swift Desire/Toyota Etios/ Hyundai Xcent or equivalent Segment	34 times of A	
	c. Honda City/Toyota Altis/Suzuki Ciaz/Suzuki SX4/Nissan Sunny or equivalent Segment	47 times of A	
	d. Toyota Innova / Tavera or equivalent Segment	54 times of A	
Rate for Extra Kms - For both Daily & Monthly Vehicles (Rs)			
3	a. Tata Indica/Maruti WagonR/Hyundai Santro or equivalent Segment	9.5	Fixed rates
	b. Tata Indigo/Maruti Swift Desire/Toyota Etios/ Hyundai Xcent or equivalent Segment	11.5	
	c. Toyota Innova / Tavera or equivalent Segment	13.8	
	d. Honda City/Toyota Altis/Suzuki Ciaz/Suzuki SX4/Nissan Sunny or equivalent Segment	15.5	
Rate for Extra Hours - For both Daily & Monthly Vehicles (Rs)			
4	a. Tata Indica/Maruti WagonR/Hyundai Santro or equivalent Segment	25	Fixed Rates
	b. Tata Indigo/Maruti Swift Desire/Toyota Etios/ Hyundai Xcent or equivalent Segment	30	
	c. Toyota Innova / Tavera or equivalent Segment	35	
	d. Honda City/Toyota Altis/Suzuki Ciaz/Suzuki SX4/Nissan Sunny or equivalent Segment	40	

Empanelment of Vendors for Rental Commercial Vehicle Services



5.	In case of outstation journey & Vehicle stays overnight at outstation, outstation charges will be: (Applicable for both Daily & Monthly Rental Vehicles)	Rs 300/- will be paid per outstation duty for 12 Hrs	Fixed Rates
6.	Night charges for Vehicles hired on both Daily & monthly basis. The night charges shall be paid to those Vehicles for which, the reporting back to starting point is after 23 :00 Hrs or starting point of the journey is before 06:00 Hrs (Night Hours will count from 2300 Hrs to 0600 Hrs)	Rs 150/- per night	Fixed Rates
7.	Abatement as per new notification 26/2012 claimed or not & % of service tax to be charged from SECI.”	Yes/ No %	Yes/ No %

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 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 service Tax, Swachh Bharat Cess & Krishi Kalyan Cess) which shall be paid by the contractor. The 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	2014-15		
2	2015-16		
3	2016-17		

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

- i) Copy of audited balance sheet(s) for last 3 Financial Years ending on 31st March 2017
- ii) In case, audited balance sheet for FY 2016-17 is unavailable, audited balance sheet(s) for FY 2013-14, FY 2014-15 & FY 2015-16 needs to be submitted.

Date:

Signature of Chartered
Accountant with Seal

Seal and Signature of Tenderer

Witnesses:

Format IX

"NO DEVIATION" CONFIRMATION

To,

M/s SOLAR ENERGY COPORATION OF INDIA LIMITED

SUB:

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:

FORMAT -X

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-XI

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

**NIT for Rental Commercial Vehicle Services to cater the official travel requirements
On Monthly/Daily basis**



.....

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

**NIT for Rental Commercial Vehicle Services to cater the official travel requirements
On Monthly/Daily basis**



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
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.

**NIT for Rental Commercial Vehicle Services to cater the official travel requirements
On Monthly/Daily basis**



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