

## Bid Document

<b>Bid Details</b>	
<b>Bid End Date/Time</b>	03-05-2022 17:00:00
<b>Bid Opening Date/Time</b>	03-05-2022 17:30:00
<b>Bid Life Cycle (From Publish Date)</b>	90 (Days)
<b>Bid Offer Validity (From End Date)</b>	65 (Days)
<b>Ministry/State Name</b>	Ministry Of Power
<b>Department Name</b>	Contracts And Materials
<b>Organisation Name</b>	Power System Operation Corporation Limited
<b>Office Name</b>	Corporate Center
<b>Item Category</b>	Custom Bid for Services - Package A 01 Number of AC Maruti Suzuki Ciaz car of Smart Hybrid Delta Petrol or higher Variant for 2021 or later models for 24X7 use of ED NLDC Engineering for a period of 03 years with extension of 02 more years without dr. , Custom Bid for Services - Package B 01 Number of AC Maruti Suzuki Ciaz car of Smart Hybrid Delta Petrol or higher Variant for 2021 or later models for 24X7 use of ED Finance for a period of 03 years with extension of 02 more years without drivers and.. , Custom Bid for Services - Package C 01 Number of AC Maruti Suzuki Ciaz car of Smart Hybrid Delta Petrol or higher Variant for 2021 or later models for 24X7 use of ED HR for a period of 03 years with extension of 02 more years without drivers and fuel
<b>Contract Period</b>	3 Year(s)
<b>Minimum Average Annual Turnover of the Bidder</b>	21 Lakh (s)
<b>Years of Past Experience required</b>	3 Year (s)
<b>Past Experience of Similar Services required</b>	Yes
<b>MSE Exemption for Turnover</b>	Yes
<b>Startup Exemption for Turnover</b>	Yes
<b>Document required from seller</b>	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
<b>Bid to RA enabled</b>	No
<b>Time allowed for Technical Clarifications during technical evaluation</b>	7 Days

Bid Details	
Estimated Bid Value	4266000
Evaluation Method	Total value wise evaluation

#### EMD Detail

Required	No
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#### ePBG Detail

Advisory Bank	State Bank of India
ePBG Percentage(%)	3.00
Duration of ePBG required (Months).	39

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

#### Beneficiary:

Chief Manager

Corporate Center, Contracts and Materials, Power System Operation Corporation Limited, Ministry of Power  
(Abhineet Kumar)

#### Splitting

Bid splitting not applied.

#### MSE Purchase Preference

MSE Purchase Preference	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid data sheet (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
5. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned

Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

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

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

#### Additional Qualification/Data Required

**Scope of Work:**[1649759731.pdf](#)

**Service Level Agreement (SLA):**[1649759736.pdf](#)

**Payment Terms:**[1649759740.pdf](#)

**GEM Availability Report ( GAR):**[1649759772.pdf](#)

#### Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
19-04-2022 11:00:00	Power System Operation Corporation Limited, 61, IFCI Tower, 9th Floor, Nehru Place, New Delhi - 110019 Online Meeting Link - <a \"92211b57-41a0-4402-8701-e118549f9433\"}"="" \"93c2194c-d19d-4d94-87eb-0b4e6ce13e5f\",="" \"oid\":="" href="https://teams.microsoft.com/l/meetup-join/19:l_LJUypqCZ_AUnUBTp0_KGQK6WrjQsntuwKw_SLHSSE1@thread.tacv2/1649760731154?context={\" tid\":="">https://teams.microsoft.com/l/meetup-join/19:l_LJUypqCZ_AUnUBTp0_KGQK6WrjQsntuwKw_SLHSSE1@thread.tacv2/1649760731154?context={\"Tid\": \"93c2194c-d19d-4d94-87eb-0b4e6ce13e5f\", \"Oid\": \"92211b57-41a0-4402-8701-e118549f9433\"}</a>

#### Custom Bid For Services - Package A 01 Number Of AC Maruti Suzuki Ciaz Car Of Smart Hybrid Delta Petrol Or Higher Variant For 2021 Or Later Models For 24X7 Use Of ED NLDC Engineering For A Period Of 03 Years With Extension Of 02 More Years Without Dr.. ( 1 )

#### Technical Specifications

Specification	Values
<b>Core</b>	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Package A 01 Number of AC Maruti Suzuki Ciaz car of Smart Hybrid Delta Petrol or higher Variant for 2021 or later models for 24X7 use of ED NLDC Engineering for a period of 03 years with extension of 02 more years without drivers and fuel
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
<b>Addon(s)</b>	

**Additional Specification Documents****Consignees/Reporting Officer and Quantity**

S.No.	Consignee/Reporting Officer	Address	Quantity of Procurement ( to be chosen 1 in all circumstances)	Additional Requirement
1	Narendra Kumar	110019,61, IFCI Tower, 9th Floor, Nehru Place, New Delhi	1	N/A

**Custom Bid For Services - Package B 01 Number Of AC Maruti Suzuki Ciaz Car Of Smart Hybrid Delta Petrol Or Higher Variant For 2021 Or Later Models For 24X7 Use Of ED Finance For A Period Of 03 Years With Extension Of 02 More Years Without Drivers And.. ( 1 )**

**Technical Specifications**

Specification	Values
<b>Core</b>	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Package B 01 Number of AC Maruti Suzuki Ciaz car of Smart Hybrid Delta Petrol or higher Variant for 2021 or later models for 24X7 use of ED Finance for a period of 03 years with extension of 02 more years without drivers and fuel
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
<b>Addon(s)</b>	

**Additional Specification Documents****Consignees/Reporting Officer and Quantity**

S.No.	Consignee/Reporting Officer	Address	Quantity of Procurement ( to be chosen 1 in all circumstances)	Additional Requirement
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S.No.	Consignee/Reporting Officer	Address	Quantity of Procurement ( to be chosen 1 in all circumstances)	Additional Requirement
1	Narendra Kumar	110019,61, IFCI Tower, 9th Floor, Nehru Place, New Delhi	1	N/A

**Custom Bid For Services - Package C 01 Number Of AC Maruti Suzuki Ciaz Car Of Smart Hybrid Delta Petrol Or Higher Variant For 2021 Or Later Models For 24X7 Use Of ED HR For A Period Of 03 Years With Extension Of 02 More Years Without Drivers And Fuel ( 1 )**

**Technical Specifications**

Specification	Values
<b>Core</b>	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Package C 01 Number of AC Maruti Suzuki Ciaz car of Smart Hybrid Delta Petrol or higher Variant for 2021 or later models for 24X7 use of ED HR for a period of 03 years with extension of 02 more years without drivers and fuel
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
<b>Addon(s)</b>	

**Additional Specification Documents**

**Consignees/Reporting Officer and Quantity**

S.No.	Consignee/Reporting Officer	Address	Quantity of Procurement ( to be chosen 1 in all circumstances)	Additional Requirement
1	Narendra Kumar	110019,61, IFCI Tower, 9th Floor, Nehru Place, New Delhi	1	N/A

**Buyer Added Bid Specific Terms and Conditions**

1. Generic

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

## 2. **Generic**

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

## 3. **Purchase Preference (Centre)**

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 33% of total value.

## 4. **Service & Support**

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

## 5. **Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

## 6. **Past Project Experience**

For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:

- a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.
- b. Execution certificate by client with order value.
- c. Any other document in support of order execution like Third Party Inspection release note, etc.

## 7. **Buyer Added Bid Specific ATC**

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

## **Disclaimer**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specification and / or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand

names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents / clauses shall also be null and void. If any seller has any objection / grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

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

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

**---Thank You---**



**Bid Document**

**For**

**Hiring of 03 numbers of**

**Maruti Suzuki Ciaz Car (Air**

**Conditioned Smart Hybrid Delta Petrol**

**or higher Variant-Model 2021 or later)**

**without Driver & without Fuel**

**(LONG TERM)**

**for use of Executive Directors at**

**Power System Operation Corporation**

**Ltd. (POSOCO)**

[This document is meant for the exclusive purpose of bidding against this specification and shall not be transferred, reproduces or otherwise used for a purpose other than that for which it is specifically issued.]



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## **Disclaimer**

This document has been prepared based on available information with POSOCO and other publicly available documents which POSOCO believes to be reliable. The sole objective of this document (the Request for Proposal or the RFP) is to solicit Technical and Financial Bids from interested parties for taking part in the tendering process.

While this document has been prepared in good faith, no representation or warranty, express or implied, is or shall be made, and no responsibility or liability shall be accepted by POSOCO or any of their employees, consultants, advisors or agents as to or about the accuracy or completeness of this document and any liability thereof is hereby expressly disclaimed. Interested Parties may carry out their own study/ analysis/ investigation as required before submitting their Technical and Financial Bids.

This document does not constitute an offer or invitation, or solicitation of an offer, nor does this document or anything contained herein, shall form a basis of any agreement or commitment whatsoever.

Some of the activities listed to be carried out by POSOCO after the receipt of the responses are indicative only. POSOCO has the right to continue with these activities, modify the sequence of activities, add new activities or remove some of the activities, as dictated by the best interests of POSOCO.

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## INTRODUCTION

Power System Operation Corporation Ltd. (POSOCO), hereinafter referred as “Owner”, is a Govt. of India Enterprise which is established to ensure Integrated Operation of Regional and National Power Systems to facilitate the transfer of electric power within and across the regions and trans-national exchange of power with Reliability, Security and Economy.

POSOCO has its registered office at First Floor, B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi-110016. POSOCO is assigned to take up the role of the Independent System Operator (ISO) in Indian power sector. POSOCO comprises the Corporate Centre and its Load Dispatch Centres comprising National Load Dispatch Centre at Delhi, Back-up National Load Dispatch Centre at Kolkata and Five Regional Load Dispatch Centres located across India.

POSOCO has decided to Hire 03 numbers of Air conditioned(A/C) Maruti Suzuki Ciaz Car (Smart Hybrid Delta Petrol or higher Variant) without Driver & without Fuel (LONG TERM) for use of its Executive Directors at New Delhi as per the following packages:

1. **Package-A:** 01 No. of A/C Maruti Suzuki Ciaz car (Smart Hybrid Delta Petrol or higher Variant, 2021 or later models) for 24\*7 use of ED (NLDC/Engineering) for a period of 03 years with a provision of extension of 02 more years without drivers & without fuel.
2. **Package-B:** 01 No. of A/C Maruti Suzuki Ciaz car (Smart Hybrid Delta Petrol or higher Variant, 2021 or later models) for 24\*7 use of ED (F&A) for a period of 03 years with a provision of extension of 02 more years without drivers & without fuel.
3. **Package-C:** 01 No. of A/C Maruti Suzuki Ciaz car (Smart Hybrid Delta Petrol or higher Variant, 2021 or later models) for 24\*7 use of ED (HR) for a period of 03 years with a provision of extension of 02 more years without drivers & without fuel.

Hiring activities in respect of the aforesaid Project shall be carried out by the Owner himself and it intends to use domestic funding for eligible payments under the contract for the package(s) as mentioned above. For the purpose of all procurement activities, the Owner shall also be referred to as ‘Employer’.

POSOCO, therefore, invites online bids from eligible bidders for the work as mentioned hereunder on Domestic Competitive Bidding basis.

This Invitation for Bids extended through website or written communication or by any other means and issuance of Bidding Documents shall not be construed to mean that the prospective bidders to whom the Invitation for Bids has been extended and/or Bidding Documents have been issued is deemed to be an eligible bidder. The eligibility of the bidders shall be determined as per the provisions of Bidding Documents.

## SPECIAL CONDITIONS OF CONTRACT

### 1. Scope of Work

The Scope of work for subject package shall be as under:

- a. **Provision of Car:** The bidder will provide A/C Maruti Suzuki Ciaz car (Smart Hybrid Delta Petrol or higher Variant, 2021 or later models) for 24\*7 use of POSOCO.

- b. **Insurance of Cars:** The cost of insurance of cars would be borne by the bidder for the period of the contract. The insurance agency would be selected by the bidder at its own discretion. The insurance would be comprehensive in nature.
- c. **Maintenance and Warranty:** The Cost towards Maintenance & Warranty (Normal or Extended), if applicable, shall be borne by the bidder.
- d. **Registration:** All the cost and steps associated with the registration of Cars with the regional transport authority including Motor Vehicle Tax would be borne by the bidder.
- e. **Cost of Fuel:** Providing Fuel is not included in the Scope of the bidder for these packages. **Cost of the Fuel shall be borne by POSOCO directly.**
- f. **Raising of monthly invoice:** The bidder would raise an invoice in the first week of every month for the preceding month. In case monthly invoice not raised or there is any non-conformity with regard to the same, the bidder can raise the consolidated invoices.
- g. **Parking of Vehicle:** POSOCO will provide, without any charges to bidder with dedicated location(s), space and all the necessary approval(s) for Parking of Vehicle.
- h. **Payment to BIDDER:** POSOCO will make the payments to bidder as per the SCHEDULE OF RATES. POSOCO shall timely certify by signing along with stamp to the duty log book for the car which shall be maintained by the driver provided by POSOCO.
- i. **Upkeep and Security:** Bidder shall be responsible for all expenses associated with regular upkeep of the Petrol Cars including regular upkeep of tyre (puncture and other minor repairs), periodic maintenance, consumables like mobil oil and expenses associated with wear and tear.
- j. **Indemnification:** Bidder will defend, indemnify and hold harmless POSOCO (Indemnified Party) and its officers, directors, employees, agents, contractors, successors, and permitted assigns from and against any and all damages, losses, fines, penalties, costs, and other amounts (including reasonable attorney's fees and expenses)(collectively, "Losses") arising from or in connection with any actual or threatened claims, demands, investigations, and causes of actions by third parties (each a "Claim") to the extent such Claim is based on or arises from or relates to:
  - a. Bodily injury (including but not limited to death) or damage to or loss of any tangible property caused by the actions or omissions of the Driver provided by POSOCO or its affiliated and subsidiary companies and their respective officers, directors, employees, agents, contractors, successors and assigns.
- k. **Insurance:** POSOCO shall not entertain any claim arising out of mishap, if any that may take place. The successful bidder shall be fully responsible for any loss or damage to the vehicle or occupant and shall be liable to pay full compensation for any injury or any other loss to the passengers. The following insurance shall be maintained by the contractor at his cost.
  - a. **VEHICLE INSURANCE:** This provided vehicle must be fully and comprehensively insured covering the risk to the driver and all passengers. This insurance shall protect the successful bidder and POSOCO against all risk, claims for injuries, disability, disease and death of members of public including POSOCO's men and damage to the property of the others arising from the use of motor vehicle during operations irrespective of the Ownership of such vehicles.

- b. **GENERAL LIABILITY INSURANCE:** This insurance shall protect the successful bidder and POSOCO against all claims arising from injuries, disabilities, disease or death of members of public or damage to property of others, due to any act or omission on the part of the successful bidder, his agents/representative & sub-contractors.

The above are only an illustrative list or insurance covers normally required and it will be the responsibility of the successful bidder to maintain all necessary insurance coverage to the extent both in time and amount to take care of all his liabilities either or indirect in pursuance of the contract. The agency shall indemnify and shall always keep POSOCO indemnified against any liability failing on POSOCO due to non-compliance of statutory obligations by the agency or any of its agents/servants/driver or for any reason whatsoever.

The agency shall also be responsible for safety of all personnel employed by them from time to time and they shall be responsible for payment of any compensation that may arise out of any accident, injury or death of workers during the execution of contract. POSOCO shall bear no liability whatsoever towards any violations by the agency in this regard. The agency shall be responsible for the conduct of their staff.

- l. **AMC Expenses:** The bidder would be liable for all AMC expenses i.e. in case of a damage to the Asset(s), (i.e., Petrol Cars and all related accessories), and there being a difference between the costs incurred on repair as against the claim amount received from the Insurer, the bidder shall be solely responsible/bear for payment of the differential amount (including any applicable insurance deductibles). POSOCO will not accept any representation from bidder to bear the such cost.
- m. **Meter Tampering:** Successful bidder would ensure proper sealing of milometer. POSOCO reserves the right to get the meter calibrated or checked at any time at its sole discretion. Tampering of meter reading shall be viewed seriously, leading to even cancellation/termination of contract and forfeiture of security deposit. In the event of any error/fault in the meter being noticed, the bill for the journey undertaken (including those undertaken earlier) would be adjusted, besides any other penal action.
- n. **Repair & Maintenance:** Bidder shall be responsible to maintain the vehicle in good condition at all times during the contract period. If required, bidder may send the vehicle for minor repairs once in a month one or two days in a month after providing a vehicle of equal quality as a substitute. The original vehicle shall be returned immediately after its service. In case of alternative vehicle is not arranged, deduction @ **double the amount of per day hiring charges of the vehicle** (as calculated on pro-rata basis from awarded monthly rate) shall be deducted during the period of absence of vehicle. All kinds of repairs/maintenance cost, charges of petrol, diesel, oil, lubricant, fee towards licenses/registration taxes such as road tax, permit fee etc. challans, insurance premium etc. are the responsibility of the bidder and shall be borne by him all along.
- o. **To obtain all consents, licenses, approvals, permits etc.:** Bidder shall obtain all consents, licenses, approvals, permits (Delhi/NCR) etc. as are necessary for or in connection with the execution and enforceability of this Agreements and for the parking, use and operation of Cars and shall keep them effective and in force during the period of this Agreement.
- p. Toll tax, Parking charges, State Entry, Local Authority Tax, Passenger Tax, permits (outside Delhi/NCR) etc shall be reimbursable at actuals based on documentary evidence.



- q. Vehicle shall be maintained with good interior, noiseless drive and in perfect running condition; as per POSOCO's requirement with proper pollution check and valid pollution under control certificate (PUCC).

**2. Officer-In-Charge:** For supervision & coordination of the above job Sr. Dy. General Manager (HR) or his Authorized Representative(s) shall be the Officer-In-Charge.

### **3. Earnest Money Deposit (EMD):**

EMD for the subject package is waived off in view of GoI directive. However, bidders are required to submit bid security declaration in attached format, failing which their bids shall be considered as non-responsive. *All interested bidders are required to submit the Bid Security Declaration as per the attached format at Annexure-B of this document.*

*Micro and Small Enterprises (MSEs) registered with National Small Industries Corporation (NSIC) or with any other designated Authority of GoI under the Public Procurement Policy for MSEs are exempted from submission of Bid Security as per the Provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) order 2012. Such bidders are also required to submit their bid security declaration as per the attached format along with MSE certificate in their bid, failing which their bids shall be considered as non-responsive.*

### **4. Qualifying Requirements (QR)**

Qualification of bidder will be based on meeting minimum pass / fail criteria specified below regarding the Bidder's experience and financial position as demonstrated by the Bidder's responses in the corresponding bid schedules.

#### **PART-A: QUALIFICATION CRITERIA**

- i. Fleet of owned vehicles with service provider:** The agency should have at least three number of commercial vehicles (Sedan/SUV/MPV) in bidder's own name as on date of original bid opening date, and have adequate communication facilities (telephone/mobile) so that the agency may be promptly communicated for hiring of vehicles, at any time.
- ii.** The bidder must have worked/provided vehicles (Sedan/SUV/MPV) to at least 3 Nos of organizations in Delhi/NCR like POSOCO/POWERGRID/ NTPC/ Indian Oil/similar public sector undertakings/Central or State Govt organizations/Public Listed Companies.
- iii. Minimum years of experience in related field:** 3 years.
- iv.** Bidder should have provided at least 3 nos of commercial vehicles (Sedan/SUV/MPV) to organizations in Delhi/NCR like POSOCO/POWERGRID/ NTPC/ Indian Oil/similar public sector undertakings/Central or State Govt organizations in the past five years from date of original bid opening
- v.** The Bidder should have Head or Branch office in Delhi/NCR with sufficient staff strength to provide all the services envisaged under the contract.
- vi.** The Minimum Average Annual Turnover (MAAT) of the bidder for the during the last three (3) financial years (i.e. 2018-19, 2019-20, 2020-21) shall be at **least INR 21 Lakhs i.e. 50% of Cost Estimate** (Relaxation in Annual Turnover by 20 % shall be considered for MSME bidders as per GoI guidelines. In that case bidder has to submit the MSME registration certificate).
- vii.** Following documents shall be submitted by the bidder as evidence of above

- a. **Bidder Turn Over Criteria:** The minimum average annual financial turnover of the bidder during the last three years, ending on 31<sup>st</sup> March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance sheets of relevant periods or a certificate from the Chartered Accountant/Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution/incorporation of the bidder is less than 3-year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
- viii. The bidder should not have been debarred or blacklisted by Central Government/State Government/PSU/ Govt. Undertaking in India at the time of submission of the Bid.
- ix. Bidder shall be Registered for GST and Income Tax in India.

### **PART-B: GENERAL**

- (a) In case, bidder/OEM is a holding company, the technical and financial experience referred herein above shall be that of holding company only (i.e. excluding its subsidiary/group companies). In case bidder/OEM is a subsidiary of a holding company, the experiences shall be of that subsidiary company only (i.e., excluding its holding company).
- (b) Following documents shall be submitted by the bidder:
- Copy of PAN Card/ GST Registration.
  - Copy of Partnership Deed/ Affidavit for Proprietorship/ Company MoA & AoA or Certificate of Incorporation, as applicable.
  - Undertaking on the letter-head of the company pertaining to 'No dues' towards any Government Company/PSU/ Govt. Undertaking towards.
  - Undertaking on the letter-head of the company stating that company is not debarred or blacklisted from any Government Company/PSU/Govt. Undertaking.
- (c) POSOCO, reserves the right to relax/waive-off minor deviations with respect to QR as stipulated above, the decision of POSOCO in this regard shall be final & binding on bidders.
- (d) Cut-off date for all the requirement shall be considered as original bid opening date not the extended bid opening date.
- (e) Employer may assess the capacity and capability of the bidder, to successfully execute the scope of work covered under the package within stipulated completion period. The assessment shall inter-alia include:
- Document verification
  - Bidders work/manufacturing facilities visit
  - Details of work executed, works in hand, anticipated in future & the balance capacity available for the present scope of work
  - Details of Technical Expertise and Technical Manpower and Financial resources
  - Details of quality systems in place
  - Past experience and performance
  - Customer feedback
  - Banker's feedback etc.

## **5. Rates**



Firm and Fixed during the entire duration of the contract without any price variation on any account whatsoever.

## 6. Destination

For the purpose of delivery of services, the location is as follows:

<b>Package-A</b>	B-9, 1 <sup>st</sup> Floor, Qutab Institutional Area, Katwaria Sarai, New Delhi - 110 016
<b>Package-B</b>	61, IFCI Tower, 8 <sup>th</sup> Floor, Nehru Place, New Delhi - 110 019
<b>Package-C</b>	61, IFCI Tower, 9 <sup>th</sup> Floor, Nehru Place, New Delhi - 110 019

The bidders can park the vehicles at above mentioned location(s) or as directed by the Officer-in-Charge. Overnight parking charges will be reimbursed based on documentary evidence if the vehicle is parked near/at the residence of ED or as directed by the Officer-in-Charge.

## 7. Payments

### 7.1 Terms of Payments

#### 7.1.1. Option-I (payment against CPG)

100% of the monthly billed amount of the successful bidder, who opted for CPG shall be released within 15 days of submission of bill, by e-payment, on faithful performance of the contract.

#### 7.1.2. Option-II (payment against Security Deposit)

97% of the monthly billed amount of the successful bidder shall be released within 15 days of submission of bill by e-payment on faithful performance of the contract. Balance 03%, deducted against Security Deposit, will be released after three months of expiry of the contract period.

The bidder shall submit the MONTHLY bill in triplicate mentioning PAN, GST No. etc. along with Log Book, Toll fee/Parking fee receipts etc. to the Officer-in-Charge who would verify the bill and forward the same for release of payment. All statutory requirements should be fulfilled. Bank a/c, branch, IFSC Code etc. may be forwarded to facilitate e-payment.

## 8. Contract Performance Guarantee / Security Deposit:

**CPG:** The successful bidder, to whom the contract is awarded, shall be required to furnish a contract Performance Guarantee (CPG) from (a) a Public Sector Bank or (b) a Schedule Indian bank having paid up capital (net of any accumulated losses) of Rs. 100 crores or above (the latest annual report of Bank should support compliance of capital adequacy ratio requirement) or (c) any foreign Bank or subsidiary of foreign bank with overall international rating or rating of long term debt not less than A - (A minus) or equivalent by reputed rating agency in the prescribed format in favour of Power System Operation Corporation Limited, for faithful performance of the contract in accordance with the terms & conditions specified in the order and specification, within 28 days from the date of placement of order. The CPG amount shall be equal to three percent (3%) of the contract price. The Contract Performance

Guaranty shall be kept valid up to 3 (three) months after expiry of contract period i.e. up to 27 months from the date of placement of LOA.

The CPG will be returned to the bidder without any interest at the end of three months after the expiry of contract period and on closing of contract.

### **Alternatively**

**SECURITY DEPOSIT:-** 03% of the billed amount shall be deducted towards Security deposit from Running/Final bill for faithful performance of the contract. The Security deposit amount so deducted shall be returned after three months of expiry of the contract period and on closing of contract. The EMD submitted by the bidder shall be treated as initial security deposit.

## **9. Duration of Contract**

The selected bidder shall execute a comprehensive, definitive Service Level Agreement (SLA) with Owner covering all terms and conditions of this bidding document.

- **Package-A: (Vehicle 1)** For a period of Three (03) years from the date of deployment of the Vehicle with a provision of extension of Two (02) more years.
- **Package-B: (Vehicle 2)** For a period of Three (03) years from the date of deployment of the Vehicle with a provision of extension of Two (02) more years.
- **Package-C: (Vehicle 3)** For a period of Three (03) years from the date of deployment of the Vehicle with a provision of extension of Two (02) more years.

**Based on the unforeseeable circumstances, the service of the Vehicle(s) may be kept under hold/may not be availed, which will be duly intimated in advance. However, such period shall be compensated on resumption of services i.e the period of deployment of 36 months is guaranteed. As on date it is envisaged that Vehicle 3 (Package-C) will be under hold for the period from October 2022 to December 2022.**

## **INSTRUCTION TO BIDDERS**

### **10. Understanding of Bid Documents:**

The bidder is required to carefully examine the bid documents and fully understand the implications of the conditions and matters which may in any way affect the works or the cost, quality, or scheduled completion time thereof. Further, the bidder is also required to inspect the site of the work and ascertain for himself site, facilities available and other aspects before quoting for the work. Any claims by the successful bidder at a later date on account of his failure to comply with the above instructions will not be entertained.

### **11. Instructions for Online Bid Submission**

As per the directives of Department of Expenditure, this bid document has been published on the Government e-Marketplace Portal (URL: <https://GeM.gov.in/> ). The bidders are

required to submit soft copies of their bids electronically on the GeM Portal. The instructions given below are meant to assist the bidders in preparing their bids in accordance with the requirements and submitting their bids online on the GeM Portal.

More information useful for submitting online bids on the GeM Portal may be obtained at: <https://gem.gov.in/support/sellers/?lang=english>.

#### **A. Registration**

- 1) Bidders are required to enroll on the e-Procurement module of the Government e-Marketplace Portal (URL: <https://mkp.gem.gov.in/registration/signup#!/seller>) by clicking on the link “CREATE YOUR ORGANISATION SELLER ACCOUNT” on the Portal, free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers linked with Aadhaar as part of the registration process. These would be used for any communication from the GeM Portal.

#### **B. Searching For Bid Documents**

- 1) There are various search options built in the GeM Portal, to facilitate bidders to search active bids by several parameters. These parameters could include Bid/RA details, Ministry/Organization, Consignee Location etc. to search for a bid published on the GeM Portal.
- 2) Once the bidders have selected the bids they are interested in, they may download the required documents / bid schedules. These bids can be moved to the respective ‘My Bids’ folder. This would enable the GeM Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the bid document.
- 3) The bidder should make a note of the unique Bid Number assigned to each bid, in case they want to obtain any clarification / help from the Helpdesk.

#### **C. Preparation Of Bids**

- 1) Bidder should take into account any corrigendum published on the bid document before submitting their bids.
- 2) Please go through the bid advertisement and the bid document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the bid document / schedule and generally in PDF formats. Bid documents may be scanned with 100 dpi with black and white option.

#### **D. Submission of Bids**

- a. Online bids (complete in all respect) must be uploaded on <https://gem.gov.in/>.
- b. Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- c. Bidder should prepare the EMD as per the instructions specified in the bid document. They should prepare & submit the bid security declaration as per the format on their letter head duly signed by their competent authority. Otherwise, the uploaded bid will be considered as non-responsive.

- d. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable.
- e. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- f. The bid shall be submitted **online** in Two part, viz., technical bid and price bid.
- i. **Technical Bid:** The bid prepared by the Bidder shall comprise of the following covers (to be uploaded at GeM portal as individual files):
- Cover 1 (Eligibility Criteria):** The Eligibility Criteria document shall comprise of the following:
- i) Scanned copy of Bid Security Declaration.
  - i) Scanned copy of duly filled Bid Form and Attachments.
  - ii) Form E.1: Eligibility Criteria Cover Letter.
  - iii) Form E.2: Turnover
  - iv) Form E.3: Conflict of Interest declaration
  - v) Form E.4: Power of Attorney executed in favour of the Authorized Signatory
  - vi) Form E.5: Pre-contract Integrity Declaration
- Cover 2 (Technical Bid) :** The technical bid shall include the following :
- vii) Form T.1: Technical Bid Cover Letter (Company Letter head)
  - viii) Scanned copy of Bid Acceptance Letter (**Annexure-D**).
  - ix) Scanned copy of supporting documents in support of Qualification Requirements.
  - x) Scanned Copy of Any other document which the bidder may feel necessary to support the bid.
- ii. **Price Bid:** *To be filled in the portal. The price quoted shall be inclusive of taxes.*
- g. Bid must contain the name, office and after office hours addresses including telephone number(s) of the person(s) who are authorized to submit the bid with their signatures. A certificate from bidder's HR/ legal department must be enclosed with the bid, certifying that the person(s) who signed the bid is an authorized person on behalf of company.
- h. All pages of the bid being submitted must be signed and sequentially numbered by the bidder irrespective of the nature of content of the documents before uploading.
- i. POSOCO will NOT be responsible for any delay on the part of the bidder in obtaining/downloading the terms and conditions of the bid notice or submission/uploading of the bids.
- j. **The bids/offers submitted in hard copy/by telegram/ fax/ E-mail etc. shall NOT be considered/shall be treated as non-responsive. No correspondence will be entertained on this matter.**
- k. Conditional bids shall NOT be accepted on any ground and shall be rejected straightway.
- l. If any clarification is required, the same should be obtained before or during pre-bid meeting only (if held).
- m. Bid process will be over after the issue of Purchase order /LOA to the selected bidder(s). Thereafter, information submitted by the participating bidders before and during the bidding process may be put by POSOCO in the public domain. Competent Authority in POSOCO may not exercise the privilege given under Right to Information Act Section 8(1) (d) which says "there shall be no obligation

to give any citizen information including commercial confidence, trade secrets or intellectual property, the disclosure of which would harm the competitive position of a third party, unless competent authority is satisfied that larger public interest warrants the disclosure of such information”.

- n. The online bid submission does not mean that the bidder has been automatically considered qualified.
- o. Submission of bid by a Bidder implies that he has read this notice and all other bid documents and has made himself fully aware of the scope and specifications of the work to be done and of conditions as well as of local conditions and other factors which may have bearing on the execution of the work. No claim for financial adjustment to the contract awarded under these specification and documents will be entertained by POSOCO. Neither any change in the time schedule of the contract nor any financial adjustments arising there of shall be permitted by POSOCO, which are based on the lack of such clear information or its effect on the cost of the works to the Bidder.
- p. POSOCO does not bind themselves to accept the lowest or any bid or to give any reason for their decision.

#### **E. Assistance To Bidders**

- 1) Any queries relating to the bid document and the terms and conditions contained therein should be addressed to the Bid Inviting Authority for a bid or the relevant contact person indicated in the bid.
- 2) Any queries relating to the process of online bid submission or queries relating to GeM Portal in general may be directed to the GeM Portal Helpdesk.

*NOTE: The offers submitted in hard copy/Fax/email shall not be considered & treated as non-responsive. No correspondence will be entertained in this matter.*

**12. Deviations:** It is taken that the bidder shall accept all the terms & conditions mentioned in bid documents without any deviation. No deviation from the conditions stipulated in bid document shall be allowed.

#### **13. Qualification**

The Owner will ascertain to its satisfaction whether Bidders determined having submitted substantially responsive bids are qualified, as per the **Qualification Requirement as specified in the Bidding Documents** to satisfactorily perform the contract. The Owner shall be the sole judge in this regard and the Owner’s interpretation of the Qualification Requirement shall be final and binding.

The determination will take into account the Bidder’s capabilities. It will be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder in the bid, as well as such other information as the Owner deems necessary and appropriate inter-alia including assessment of bidder.

An affirmative determination will be a prerequisite for the Owner to evaluate the First Envelope/First Cover of the Bidder and open the Second Cover/Price Envelope of the Bidder. A negative determination will result in rejection of the Bidder’s bid.

#### **14. Period of Validity of Bids**

Bids shall remain valid for 180 days after the date of opening of Eligibility Criteria. A bid valid for a shorter period may be rejected by POSOCO as non-responsive.



In exceptional circumstances, POSOCO may request the Bidder for an extension of the period of validity up to 90 days. The request and the responses thereto shall be made in writing (or through e-mail).

## 15. Revelation of Prices

Prices in any form or by any reason before opening the Financial Bid should not be revealed, failing which the offer shall be liable to be rejected.

## 16. Terms and Conditions of Bidders

- i. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- ii. "Bidder" (including the term 'tenderer', 'consultant' or 'Bidder' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- iii. "Bidder from a country which shares a land border with India" for the purpose of this Order means:-
  - a. An entity incorporated, established or registered in such a country; or
  - b. A subsidiary of an entity incorporated, established or registered in such a country; or
  - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d. An entity whose beneficial owner is situated in such a country; or
  - e. An Indian (or other) agent of such an entity; or
  - f. A natural person who is a citizen of such a country; or
  - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- iv. The beneficial owner for the purpose of (iii) above will be as under;
  1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person (s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation:-

    - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;
    - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
  2. In case of a partnership firm, the beneficial owner is the natural person (s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
  3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
  4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- v. An agent is a person employed to do any act for another, or to represent another in dealings with third person. Any terms and conditions of the Bidders shall not be considered as forming part of their Bids.

## 17. Consortium/Joint Venture (JV)

Consortium/JV are not allowed.

## 18. Last Date for Receipt of Bids

Bids shall be submitted by the bidder no later than the time and date specified in the bid document.

POSOCO may, at its discretion, extend the last date for submission of bids by amending the RFP, in which case all rights and obligations of POSOCO and Bidders previously subject to the last date shall thereafter be subject to the last date as extended.

## 19. Late Bids

Any bid submitted by the bidder after the last date and time for submission of bids, shall be rejected.

## 20. Modification and Withdrawal of Bids

No bid may be altered/ modified subsequent to the closing time and date for receipt of bids. Unsolicited correspondences from Bidders shall not be considered.

No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified by the Bidder in the Bid. Withdrawal of a bid during this interval shall be declared a “defaulting bidder”. In such situation the tendering process shall be continued with the remaining bidders as per their ranking.

If the bidder relents after being declared as selected bidder, it shall be declared as defaulting bidder and POSOCO reserves right to blacklist/ debar such bidder(s) for next 3 years from participating in any POSOCO tender. In such situation, the tendering process shall be continued with the remaining bidders as per their ranking.

## 21. Contacting POSOCO

No Bidder shall contact POSOCO on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.

Any effort by a Bidder to influence POSOCO in bid evaluation, bid comparison or Contract award decisions may result in the rejection of the Bidder's bid.

## 22. Bid Opening Process:

- a. On line bids (Complete in all respect) will be opened online. **Bids opened without receipt of Bid-Security Declaration & relevant documents for meeting the Qualifying & Technical requirement within the scheduled time and date for**

**opening of technical bid will be treated as non-responsive.**

- b. A duly constituted committee will evaluate Eligibility Criteria of Bidders.
- c. Technical bids of only those bidders, whose bids are declared eligible by the committee, will only be evaluated.
- d. Financial bids of only those bidders, whose bids found technically qualified, by Evaluation Committee, will be opened online in the presence of Bidder/Seller's representative with the Bid Acknowledgement Receipt, if available for further evaluation or they can view the bid opening event online at their remote end.
- e. Financial bids of those bidders who are found not to meet the Qualification Requirements or treated as non-responsive will not be opened online.

## 23. Evaluation of Bids

1. **Technical Evaluation Process of first part of Bid:** POSOCO will examine the bids to determine whether they are complete, whether the documents have been properly signed and whether the bids are generally in order. Any bids found to be non-responsive or not meeting the minimum levels of the performance or found not meeting Qualifying Requirements (QR) or other criteria specified in the Bidding Documents will be rejected and not included for further consideration.

POSOCO will carry out a detailed evaluation of the bids in order to determine whether the technical aspects are substantially responsive to the requirements set forth in the Bidding Documents. In order to reach such a determination, the Owner will examine the information supplied by the bidders taking into account the following factors:

- i. Overall completeness and compliance of the Terms and Conditions and deviations from the terms and conditions as specified in the Bidding Documents.
- ii. The examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder in the bid, as well as such other information as the Owner deems necessary and appropriate shall be taken into account for evaluation. This shall, however, be subject to assessment that may be carried out, if required, by POSOCO.
- iii. Any other relevant factors that POSOCO deems necessary or prudent to take into consideration any deviations to the specification stipulated in the Bidding Documents.
- iv. Details furnished by the bidder in response to the requirements specified in the Bidding Documents.

POSOCO will also review the complete technical bids offered by the Bidder to determine whether such bid is acceptable for a Second Part bid opening and evaluation.

2. **Commercial evaluation of Second Part of Bid (Financial Bid):** The financial bids of only those bidders who are found to be responsive or meet the minimum levels of the performance or found meeting Qualifying Requirements (QR) or other criteria specified in the Bidding Documents will be opened online on a specified date and time on the portal and the same shall be evaluated by the duly constituted Bid Committee. The commercial evaluation of Second Part of Bid shall be carried out only of those bidders that have been qualified & meeting First Part Technical Evaluation. Such Bidders shall be intimated by GeM portal about the date and time for opening of Financial Proposal i.e., Second Envelope of the Bids. For bidders, not meeting this criterion, their Second Part Commercial Bid shall be not opened. A negative determination of the bids, shall be notified by the GeM portal to such Bidders and the bid security submitted by them shall



be returned by POSOCO. POSOCO will examine/evaluate the commercial bid submitted by the qualified & technically responsive bidders taking into account the following factors:

- a) Bidders have to quote for the complete scope of work including all applicable taxes & duties. Bids for the individual items or incomplete services shall be treated as incomplete and are liable to be rejected.
  - b) Conditional discount/rebate, if any, offered by the Bidder shall not be taken into consideration for evaluation. It may, however, be considered in case of award.
  - c) The Owner may waive any minor informality, nonconformity or irregularity in a bid that does not constitute a material deviation, and that does not prejudice or affect the relative ranking of any Bidder as a result of the technical and commercial evaluation.
  - d) Bidder has to quote for the complete scope of the work. Bids for incomplete scope shall be shall be treated as incomplete and are liable to be rejected.
  - e) The prices of all such item(s) against which the Bidder has not quoted rates/amount (viz., items left blank or against which '-' is indicated) in the Price Schedules will be deemed to have been included in other item(s).
  - l) Bids shall be evaluated and compared on the basis of total price including GST for the entire scope of work under the package.
3. **Purchase Preference to Make In India bidders:** (Not Applicable for this Package)
- a. **Minimum Local Content:** The 'Local Content' requirement to categorize a bidder as 'Class - I local bidder' is minimum 50%. For 'Class - II local bidder', the 'local content' requirement is minimum 20%. Bidder shall declare their Minimum Local content as per the formats attached at **Annexure-H&I** for the project.
  - b. Methodology for Purchase preference:
    - (i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class - I local bidder', the contract will be awarded to L1.
    - (ii) If L1 is not 'Class-I local bidder', the lowest bidder among the 'Class - I local bidder' will be invited to match the L1 price subject to Class - I local bidder's quoted price falling within 20% margin of purchase preference (i.e. +20% of L1 price), and the contract shall be awarded to such 'Class - I local bidder' subject to matching the L1 price.
    - (iii) In case such lowest eligible 'Class - I local bidder' fails to match the L1 price, the 'Class - I local bidder' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and the contract shall be awarded accordingly. In case none of the 'Class - I local bidder' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
    - (iv) "Class-II local bidder" will not get purchase preference in any procurement, undertaken by procuring entities.
    - (v) For the purpose of extending purchase preference to 'Class-I local suppliers', the subject package has been classified non-divisible.

## 24. Bid form and Bid Prices (BoQ)

Under the Bill of Quantity (BoQ) **Annexure-A**, Bidder shall give the required details:

**Bid Form and Price Schedules:** The Bidder shall complete the Bid Form(s) and the appropriate Price Schedules furnished in the Bidding Documents as indicated therein, following the requirements of ITB as above.

**Bid Prices:** Unless otherwise specified in the Bid document, bidders shall quote on a “single responsibility” basis such that the total bid price covers all the Contractor’s obligations mentioned in or to be reasonably inferred from the Bidding Documents. This includes all requirements under the Contractor’s responsibilities

Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the Bidding Documents. If a Bidder wishes to make a deviation, such deviation shall be listed in separate annexure of its bid. The Bidder is required to provide the cost of withdrawal for such deviations.

Bidder shall indicate separately all applicable taxes & duties (in % rate as well as total price)

**Price Variation (PV):** The prices as agreed and accepted by the bidder shall remain firm throughout the currency of the contract.

**Cost of Fuel:** Providing Fuel is not included in the Scope of the bidder for these packages.  
**Cost of the Fuel shall be borne by POSOCO directly.**

**Bid Currencies:** Prices shall be quoted in Indian Rupees Only.

## 25. Award Criteria

The Owner will award the contract to the successful Bidder (also referred to as the L1 Bidder) whose bid has been determined to be substantially responsive and to be the lowest evaluated bid, further provided that the Bidder has been determined to be meeting the Qualifying Requirements.

Bidder would be required to comply with all other requirements of the Bidding Documents except for those deviations which are accepted by the Owner.

In case it is found that final evaluated price of two or more bidders works out to be same, a committee shall assess the bidder’s financial capacity and capability and also their past experience of similar work. After assessment of parties, the contract will be awarded to the party found to be most resourceful/ experienced. Higher work experience with POSOCO/PSUs without any complaints shall be considered a criterion for selection of party is all other parameters found same or nearly same. However, the decision of POSOCO in the above regard will be final and no claim from any party will be entertained.

After the award of contract, successful Bidder shall execute contract agreement with Owner in specified format.

## 26. Tender Related Condition

The Bidder should confirm unconditional acceptance of full responsibility of completion of the job and for executing the ‘Scope of Work’ of this RFP. This confirmation should be submitted as part of the Technical Bid. The Bidder shall also be the sole point of contact for all purposes of the Contract.

The Bidder should not be involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this Contract. If at any stage of Tendering process or during the currency of the Contract, any suppression/falsification of

such information is brought to the knowledge of POSOCO, POSOCO shall have the right to reject the bid or terminate the Contract, as the case may be, without any compensation to the Bidder.

## 27. Rejection Criteria

Besides other conditions and terms highlighted in the RFP, bids may be rejected under the following circumstances:

### Eligibility Rejection Criteria

- Eligibility Criteria containing Financial details.
- Bids received through Telex/ Telegraphic/ Fax/ E-Mail/ post etc. except wherever required, shall not be considered for evaluation.
- Bids that do not confirm the unconditional validity of the bid as prescribed in the RFP.
- If the information provided by the Bidder is found to be incorrect/ misleading at any stage/ time during the Tendering Process.
- Any effort on the part of a Bidder to influence POSOCO's bid evaluation, bid comparison or contract award decisions.
- Bids without the power of authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder.

### Technical Rejection Criteria

- Technical Bid containing Financial details.
- The revelation of prices in any form or by any reason before opening the Financial Bid.
- Failure to furnish all information required by the RFP or submission of a bid is not substantially responsive to the RFP in every respect.
- Bidder not quoting for the complete Scope of Work as indicated in the RFP, addendum (if any) and any subsequent information is given to the Bidder.
- Bidders not complying with the functionality, specifications and other Terms and Conditions as stated in the RFP.
- The Bidder not conforming unconditional acceptance of full responsibility of providing Services in accordance with the Scope of Work.
- If the Bid does not conform to the timelines indicated in the Bid.

### Financial Rejection Criteria

- Incomplete Financial Bid.
- Financial Bids that do not conform to the RFP's Financial Bid format.
- The total price quoted by the Bidder does not include all statutory taxes and levies applicable.

- If there is an arithmetic discrepancy in the Financial bid calculations, POSOCO shall rectify the same. If the Bidder does not accept the correction of the errors, the bid may be rejected.
- If the bidder quotes NIL charges/ consideration, the bid shall be treated as unresponsive and shall not be considered.

## 28. Fraud and Corrupt Practices

The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Contract. Notwithstanding anything to the contrary contained herein, or in the LOA or the Contract, POSOCO may reject a Bid, withdraw the LOA, or terminate the Contract, as the case may be, without being liable in any manner whatsoever to the Bidder, as the case may be, if it determines that the Bidder, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, POSOCO shall be entitled to forfeit and appropriate the Performance Bank Guarantee, as the case may be, as damages, without prejudice to any other right or remedy that may be available to POSOCO under the Bidding Documents and/or the Contract, or otherwise.

Without prejudice to the rights of POSOCO under the above clause and the rights and remedies which POSOCO may have under the LOA, or otherwise, if a Bidder, as the case may be, is found by POSOCO to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Contract, such Bidder shall not be eligible to participate in any tender or RFP issued by POSOCO during a period of 2 (two) years from the date such Bidder, as the case may be, is found by POSOCO to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be

For the purposes of the Clause 3.34 – Fraud and Corrupt Practices, the following terms shall have the meaning hereinafter respectively assigned to them:

*“corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Contract or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Contract, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Contract, who at any time has been or is a legal, financial or technical adviser of the Purchaser in relation to any matter concerning the Project;*

*“fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;*

*“coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;*

*“undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and*

*“restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process*

## **29. Non-solicitation**

During the Restricted Period, no Engagement Personnel of either party shall solicit for employment any Engagement Personnel of the other party. "Engagement Personnel" shall be defined as only those personnel of either party who a) are directly involved in the provision of Services under the applicable Statement of Work, or b) are the direct recipients of such Services. The "Restricted Period" shall be defined to include a) the Term of the applicable Statement of Work, b) a period of 12 months after the expiration of such Term, and c) for that Engagement Personnel whose involvement as a direct provider or recipient of Services ends prior to the expiration of the Term, for 12 months after such involvement ends. Provided, that this restriction shall not apply to (i) Engagement Personnel of a party who responds to general advertisements for positions with the other party, (ii) Engagement Personnel of either party who come to the other party on their own initiative without direct or indirect encouragement from the other party's Engagement Personnel, or (iii) generic recruiting activities by non-Engagement Personnel, including direct outreach by recruiters of either party who have sourced the individuals in the ordinary course of recruiting through the use of research, agencies, social media and/or other technology or tools.

## **30. Post Bid discussions:**

POSOCO, at its discretion, may hold Post bid discussions with the L1 bidder and all the major issues regarding services under this contract as per Bill of Quantities mentioned under the contract etc. be tied up during Post bid discussions.

# **GENERAL CONDITIONS OF CONTRACT**

## **31. General Terms and Conditions**

The General terms and conditions are mentioned in the sub-sections below.

1. The bid is to be submitted under “Single Stage Two Envelope” procedure of bidding. Accordingly, bidders are to submit their Bid, in two envelopes i.e. First Envelope (Technical Proposal) & Second envelope (Financial Proposal-to be opened subsequently).
2. Requirement: The services offered under the subject package shall meet all the minimum requirements specified under the bidding documents.
3. The Bidder are advised to visit the site (at their own expense with no reimbursement from the owner), prior to the submission of proposal, and make surveys and assessments as

deemed necessary for proposal submission. The Bidder shall inform their site survey schedule to the Owner well in advance. The Bidder cannot sub-contract part or complete assignment to any other agency or individual under any circumstances.

4. Bid documents can be downloaded from GeM (Government e-Marketplace) of Government of India, website (<http://gem.gov.in/>).
5. Notwithstanding anything stated above, POSOCO reserves the right to assess the bidder's capability and capacity to perform the contract should the circumstances warrant such assessment necessary in its overall interest.
6. IT IS IMPERATIVE/MUST FOR EACH BIDDER TO SATISFY HIMSELF COMPLETELY OF ALL LOCAL CONDITIONS AND ASSESS ANY PROBLEMS RELATING TO THE MEANS OF ACCESS TO THE SITE. A BIDDER SHALL BE DEEMED TO HAVE FULL KNOWLEDGE OF THE SITE (WHETHER HE INSPECTS OR NOT) ONCE THEY SUBMIT THE BID.
7. POSOCO reserves the right to accept or reject any or all the bids without assigning any reason whatsoever. POSOCO also reserves the right to prepone/postpone the above dates, split and distribute the work among more than one bidder without assigning any reason whatsoever. POSOCO shall not be held responsible for any delay, loss, damage or non-receipt of Original EMD/Bid Security sent by post.
8. In case any bidder wishes to seek any clarification related to bid documents, the same shall be in writing and shall be entertained by POSOCO, 10 (Ten) days prior to date of opening of bids.
9. POSOCO reserves the right to verify the authenticity of documents submitted by the parties in support of their Qualifying Requirements (Financial & Technical) from the respective source and in case of any discrepancy found during the course of verification, the EMD amount submitted by the parties shall be forfeited and appropriate action against the defaulting agency will be taken by GeM.
10. POSOCO reserve the right of accepting the whole or any part of the bid and bidder shall be bound to perform the same at his quoted rates.
11. POSOCO shall not pay all the import duties and levies including license fees lawfully payable on imported items and shall be included in bid price.

### **32. Mode of Payment:**

All payments to be made directly to the Bidder by POSOCO through electronic payment mechanism (e-payment) for which necessary details shall be tied up during execution of the contract.



### 33. Taxes and Duties

1. The Bidder shall be entirely responsible for payment of all taxes, duties, licence fees and other such levies legally payable/incurred until the services under the contract is fully executed.
2. If it is statutory requirement to make deductions towards such taxes or any other applicable taxes, the same shall be made by the Owner.
3. The Bidder shall be solely responsible for the taxes that may be levied on the Bidder's persons or on earnings of any of his employees and shall hold the Owner indemnified and harmless against any claims that may be made against the Owner. The Owner does not take any responsibility whatsoever regarding taxes under Indian Income Tax Act, for the Bidder or his personnel. If it is obligatory under the provisions of the Indian Income Tax Act, deduction of Income Tax at source shall be made by the Owner.
4. For the purpose of the Contract, it is agreed that the Contract Price specified in LOA is based on the taxes prevailing at the date seven (07) days prior to the last date of bid submission (hereinafter called "Tax"). If any rates of Tax are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any Tax occurs in the course of the performance of the Contract, which was or will be assessed on the Bidder in connection with performance of the Contract, an equitable adjustment of the Contract price shall be made to fully take into account any such change by addition to the Contract price or deduction therefrom, as the case may be, in accordance with Clause for Changes in Laws and Regulations. However, these adjustments would be restricted to GST which are reimbursable by the Owner as per the Contract.
5. Bidders offering Equipments/items, the price of such Equipments/items are to be quoted inclusive of customs duties & levies paid or payable (if any) and no separate claim on this behalf will be entertained by the Owner.
6. Income Tax and other statutory levies as applicable at the time of payment shall be deducted at source unless concerned tax authorities exempt the Bidder. POSOCO shall affect TDS as per the rules / statutory requirements and issue TDS certificate. In addition to this, TDS on GST shall also be deducted as per GST Act.

### 34. Over payments and Under payments:

- i. Wherever any claim for the payment of a sum of money to POSOCO, arises out of or under this contract against the Bidder the same may be deducted by POSOCO, from any sum due or which at any time thereafter may become due to the Bidder under this contract and failing that under any other contract with the company or from any other sum due to the Bidder from POSOCO which may be available he shall pay the claim on demand.
- ii. POSOCO reserves the right to carry out post payment audit and technical examination of the final bill including all supporting vouchers, abstracts etc. POSOCO further reserves the right to enforce recovery of any over payment when detected.
- iii. If as a result of such audit and technical examination any overpayment is discovered in respect of any work done by the Bidder or alleged to have been done by him under the contract, it shall be recovered by the Owner from the Bidder by any or all the methods prescribed above. If any underpayment is discovered the amount shall be duly paid to the Bidder by POSOCO.
- iv. Provided that the aforesaid right of the company to adjust over payments against amounts due to the Bidder under any other contract with the company shall not extend beyond the period of two years from the date of payment of the final bill or in case the final bill is a MINUS bill, from the date the amount payable by the Bidder under MINUS final bill is communicated to the Bidder.

- v. Any amount to the Bidder under this contract for underpayment may be adjusted against any amount due or which may at any time there after become due before payment is made to the Bidder, from him to the company on any other contract or account whatsoever.
- vi. POSOCO, if at any time after acceptance of the bid, decides to abandon or reduce the scope of works for any reason whatsoever, the Engineer-in-charge shall intimate in writing to the Bidder to that effect. The Bidder shall have no claim to any payment or compensation or otherwise whatsoever on account of such foreclosure.

### 35. Deduction Against Non-Performance:

The bidder shall be responsible to provide satisfactory services in all days during the month. In case of any break down/ Failing to provide vehicle after confirm booking /during Annual Maintenance the bidder shall provide same or higher category of another vehicle for duties at the same rate terms & conditions with the prior permission of POSOCO. In case of alternative vehicle is not arranged, deduction @ **double the amount of per day hiring charges of the vehicle** (as calculated on pro-rata basis from awarded monthly rate) shall be deducted during the period of absence of vehicle. Further Improper condition of vehicle interior/exterior/more than 1 yr old substitute/alternative vehicle (with reference to 2021 or year of supplied vehicle) shall invite **15 % penalty of per day hiring charges of the vehicle** (as calculated on pro-rata basis from awarded monthly rate).

### 36. Confidentiality:

The Bidder will be exposed, by virtue of the contracted activities, to internal business information of POSOCO, affiliates, business partners and /or customers. The bidder would be required to provide an undertaking that they will not use or pass to anybody the data/information derived by virtue of execution of this contract in any form. The bidder must safeguard the confidentiality of POSOCO, applications and data. For this bidder and his employees are required to sign Non-disclosure agreement with POSOCO.

Disclosure of any part of the afore mentioned information to parties not directly involved in providing the services requested, unless required to do so by the Court of Law or other Statutory Authorities, could result in premature termination of the contract. POSOCO may apart from blacklisting the bidder, initiate legal action against the bidder for breach of trust. The bidder shall also not make any news release, public announcements or any other reference on the development or contract without obtaining prior written consent from the POSOCO.

Bidder has to sign Non-Disclosure Agreement (NDA) after the award of LOA (Format attached as **Annexure-F**).

### 37. Premature Termination of Contract:

During the entire period of the contract, if at any point of time, Bidder fails to deliver the services as per the scope of work detailed under this bidding documents, due to any lapse/reason, Owner reserves the right to terminate the contract in full/partial by giving one (01) month advance notice for restoration of service/fault to the bidder and after one month Owner can terminate the contract if issue is still not resolved by the bidder by giving one month notice for cancellation. Owner also reserves the right to cancel the contract placed on the selected bidder in the following circumstances:

- a. The selected bidder commits a breach of any of the terms and conditions of the bid.
- b. If the Bidder becomes insolvent or goes into liquidation or receivership whether compulsory or voluntary.



- c. If the Bidder, in the judgment of Owner, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- d. If the Bidder submits to Owner a false statement which has a material effect on the rights, obligations or interests of Owner.
- e. If the Bidder places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to Owner.
- f. The progress made by the selected bidder is found to be unsatisfactory.
- g. The performance of the selected bidder shall be reviewed every quarter, in case of major deviation in performance against the proposed Service Levels Owner reserves the right to terminate the contract at its sole discretion by giving 30 days' notice.
- h. Any offer falling short of the contract validity period is liable for rejection.
- i. If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.

Also, during the entire period of contract, if it is felt that services envisaged is required partially/not required, the Owner reserves the right to terminate the contract in partial/full by giving one (01) months advance notice to the bidder. Under such conditions, the payment for that period would be made on pro-rata basis and shall be restricted till the notified date of termination of service. In the case of termination / cancellation of the order, the Bidder will not be entitled to recover from Owner any amount by way of damages, loss or otherwise.

In case, the selected bidder fails to deliver the services as stipulated in the delivery schedule, Owner reserves the right to procure the same or similar from alternate sources at the risk, cost and responsibility (capped at 5% differential value) of the selected bidder.

Bidder's cumulative liability for its obligations under the contract shall not exceed the total contract value and the Bidder shall not be liable for incidental / consequential or indirect damages including loss of profit or saving.

### **38. Cancellation of contract in full or in part:** If the Bidder/Seller

- 38.1.** At any time if Bidder/Seller makes default in proceeding with the works with due diligence and continues to do so after a notice in writing of 07 days from the Engineer-In-Charge ; or
- 38.2.** Commits default in complying with any of the terms & conditions of contract and does not remedy it or take effective step to remedy it within 07 days after a notice in writing is given to him in that behalf by the Engineer-In-Charge ; or
- 38.3.** Fails to complete the works or items of work or before the stipulated date(s) of completion and does not complete item within the period specified in a notice given in writing by the Engineer-In-Charge.

### **39. Statutory & Other Responsibilities of the Bidder/Seller**

**Observance of SA: 8000 Standards:** Bidder shall comply with this Standard for ensuring social accountability in all areas of its activities. Accordingly, Bidder shall be responsible for observance of SA 8000 standards. A copy of the presently applicable SA:8000 is attached herewith for reference. All the costs/ expanses towards compliance of SA 8000 provisions (if any) shall be to the account of Bidder and the bidder shall be responsible for keeping these expenses into account and quote their service charges accordingly. The Bidder shall submit an undertaking before the actual start of work, regarding his commitment for compliance of the SA:8000 standards.

**Observance of Environmental Guidelines:** The Bidder shall stand committed to comply all requirements of “Environmental management system” i.e., ISO 14001 (latest Standard available at [www.iso.org](http://www.iso.org)) and maintain the necessary records.

#### **40. Safety of Personnel:**

Bidder shall be responsible for the safety of their staff and workers while working in our premises against all accidents, damages or loss of life. It shall be their responsibility to immediately arrange for hospitalization, medical attendance in case of any accident or loss of life and it shall be their responsibility to meet the expenditure of such loss or accidents and to compensate for and/or arrange Insurance Coverage to their personnel. POSOCO shall not sustain any responsibility due to any damage suffered by their personnel on above grounds. However, Bidder/Seller shall take utmost care towards safety of their personnel working in our premises.

#### **41. Insurance:**

The Bidder/Seller shall, without in any way limiting his obligations and responsibilities under this condition, insure against any damage, loss or injury which may occur to any person by or arising out of carrying out the contract.

Vehicle engaged on monthly basis must be covered under comprehensive insurance covering the risk to the driver and all passengers. This insurance shall protect you and personnel of POSOCO and damage to the property of others arising from the use of motor vehicle during the operation irrespective of the ownership of such vehicle.

#### **42. Force Majeure:**

If this Contract during its continuance be prevented or delayed by reason of any war hostility, Acts of the public enemy, Civil commotion, National crisis, Sabotage, Fire, Flood, Earthquake, Lockout, Strike, Pandemic and any other Acts of God then provided notice of happening of such eventuality given by the Bidder to the owner within seven days from the date of its occurrence, neither party shall by reason of such eventuality be entitled to terminate the Contract and neither will the owner have any claim for damage for delay in maintenance. However, if the work is suspended by force majeure condition lasting more than two months, the owner shall have the option of cancelling the Contract in whole or part thereof at his discretion.

#### **43. Limitation of Liability:**

Neither party shall, in any event, regardless of the form of claim, be liable for any indirect, special, punitive, exemplary, speculative or consequential loss or damages. Subject to the above and to the extent allowed by local laws, the maximum aggregate liability of each party under this proposal for any claim or series of claims under any relevant purchase order regardless of the form of claim, damage and legal theory shall not exceed the total value of the Contract.

#### **44. Rights of the Owner:**

- 44.1.** The Owner reserves to themselves for the right of accepting the whole or any part of the bid and Bidder shall be bound to perform the same at his quoted rates.

- 44.2.** The Owner reserves the right to reject any offer in full or in part or to split the work among more than one Bidder without assigning any reason thereof.
- 44.3.** The Owner does not bind themselves to accept the lowest or any Bid or to give any reasons for their decision.

**45. Risk and Cost:** During the period of contract, if the successful Bidder fails to perform and/or rectify any defect pointed out to him the same shall be got done by POSOCO at the risk and cost of Bidder and recovered from the Security Deposit or any other amount payable to the Bidder.

#### **46. Arbitration:**

In the event of any dispute or difference whatsoever arising under this contract or in connection therewith including any dispute relating to existing meaning and interpretation of this contract, the same shall be referred to the Sole Arbitrator or some other person as mutually agreed by both the parties. The Arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996.

There will be no objection that the Arbitrator is a person who has dealt with the matters to which the contract relates and/or in the course of his duties he has expressed any view in any matters of dispute or differences. The award of the arbitrator shall be final and binding on the parties. Notwithstanding any dispute between the parties, the agency shall not be entitled to withhold, delay or defer his obligation, under the contract, and the same shall be carried out strictly in accordance with the terms and conditions of the contract. The Arbitrator shall give Reasonable Award with respect to the dispute referred to him by either of the parties.

#### **47. Observance of Labour Laws:**

The Bidder shall make all payments to employees and comply with labour laws. If POSOCO is held liable as "PRINCIPLE OWNER" to pay contributions etc. under E.S. Act or any other legislation of Government or Court decision, then Bidder shall reimburse the contributions prepaid by POSOCO.

#### **48. Change in Laws and Regulations**

If, after the date seven (07) days prior to the date of Bid Opening, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or changed in India (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the costs and expenses of the Bidder and/or the Time for Completion, the Contract Price shall be correspondingly increased or decreased, and/or the Time for Completion shall be reasonably adjusted to the extent that the Bidder has thereby been affected in the performance of any of its obligations under the Contract.

POSOCO reserves the right to modify/relax any of the terms & conditions of the bid by declaring / publishing such amendments in a manner that all prospective Bidder/parties to be kept informed about it.

## 49. Signing of Service Level Agreement

The successful bidder shall enter into a formal agreement with POSOCO within 10 (Ten) days from the date of issue of GeM Contract on non-judicial stamp paper (purchased in their name) of appropriate value. The agreement will be signed on 02 (Two) copies as per the format attached at **Annexure-G**. The successful bidder will be provided with 01 (one) signed agreement and other copy will be retained by POSOCO.

## Bill of Quantity

Sl. No.	Description	Unit	Qty	Lumpsum Amount inclusive of GST (in Rs.)
(1)	(2)	(3)	(4)	(5)
<b>Hiring Charges for Providing A/C Maruti Suzuki Ciaz car (Smart Hybrid Delta Petrol or higher Variant, 2021 or later models) for 24*7 use without Driver &amp; without Fuel</b>				
A	<b>Package-A:</b> ED (NLDC/ENGINEERING) for 36 months	Lumpsum	1	
B	<b>Package-B:</b> ED (F&A) for 36 months	Lumpsum	1	
C	<b>Package-C:</b> ED (HR) for 36 months	Lumpsum	1	
<i>Rate of GST included in the prices quoted above</i>				

Note: Quoted Price shall include:

1. Hiring/Rental Charge of Vehicle for entire period of 03 years. Monthly payment shall be arrived at by dividing the quoted lumpsum price by 36 months.
2. Expenses like Comprehensive Insurance, Registration Charges, Road Tax, Permit Charges, Annual Maintenance Charges, Replacement of tyres/parts charges, Warranty/Periodic Maintenance etc.
3. Any other miscellaneous expenses like insurance, registration charges, Road Tax, Annual Maintenance Charges, Replacement of tyres/parts charges, Periodic maintenance etc.

Quoted Monthly rates shall not include Fuel Cost. Providing Fuel is not included in the Scope of the bidder for these packages. **Cost of the Fuel shall be borne by POSOCO directly.**

## Annexure-B

### Bid Security Declaration Form

[The Bidder shall fill in this Form in accordance with the instructions indicated.]

Date: [date (as day, month and year)]

Specification number: [specification number of the package]

To: [insert Name and Address of Employer]

We, [insert name of the Bidder] understand that, according to bid conditions, Bids must be supported by a Bid-Security Declaration.

We the Bidder hereby declare that, if we are in breach of any of our obligation(s) under the bidding conditions as brought out below, our bids for any package whose originally scheduled date of bid opening / actual date of bid opening (First Envelope or Second Envelope) falls within 1year reckoned from the date of issuance of communication to this effect by the Employer, shall be considered non-responsive:

- (1) If we withdraw our bid during the period of bid validity specified by us in the Bid Form;  
or
- (2) In case we do not withdraw the deviations proposed by us, if any, at the cost of withdrawal stated by us in the bid and/or accept the withdrawals/rectifications pursuant to the declaration/confirmation made by us in Attachment–Declaration of the Bid; or
- (3) If we, do not accept the corrections to arithmetical errors identified during preliminary evaluation of our bid; or
- (4) In the event of us being a successful Bidder, if we fail within the specified time limit
  - (i) To sign the Contract Agreement, in accordance with NIT, or
  - (ii) To furnish the required performance security, in accordance with NIT.

or

(5) In any other case specifically provided for in NIT.

Name of the Bidder\* \_\_\_\_\_

Name of the person duly authorized to sign the Bid on behalf of the Bidder\*\* \_\_\_\_\_

Title of the person signing the bid \_\_\_\_\_

Signature of the person named above \_\_\_\_\_

Date signed \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\*\* : Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid.



**PROFORMA OF BANK GUARANTEE  
FOR CONTRACT PERFORMANCE****(To be stamped in accordance with Stamp Act)**

Ref. ....

Bank Guarantee No. ....

Date .....

To

Power System Operation Corporation Ltd,  
61, IFCI Tower, 7th, 8th and 9th floor,  
Nehru Place  
New Delhi - 110 019

Dear Sirs,

In consideration of the Power System Operation Corporation Ltd., (hereinafter referred to as the 'Owner' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s ..... with its Registered/Head Office at ..... (hereinafter referred to as the "Bidder" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Owner's Letter of Award No. .... dated ..... and the same having been acknowledged by the Bidder/Seller, resulting in a Contract, bearing No. .... dated ..... valued at ..... for ..... (scope of Contract) and the Bidder/Seller having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to ..... \* ..... (%) ..... per cent) of the said value of the Contract to the Owner.

We .....

(Name &amp; Address)

having its Head Office at ..... (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Owner on demand any and all monies payable by the Bidder to the extent of ..... as aforesaid at any time upto and including ..... \*\* ..... (days/month/year) without any demur, reservation, context, recourse or protest and/or without any reference to the Bidder/Seller.

Any such demand made by the Owner on the Bank shall be conclusive and binding not withstanding any difference between the Owner and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Owner and further agrees that the

guarantee herein contained shall continue to be enforceable till the Owner discharges this guarantee.

The Owner shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the Contract by the Bidder. The Owner shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Bidder, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Owner and the Bidder or any other course or remedy or security available to the Owner. The Bank shall not be released of its obligations under these presents by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the Owner or any other indulgences shown by the Owner or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Bidder and notwithstanding any security or other guarantee the Owner may have in relation to the Bidder's liabilities.

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to ..... and it shall remain in force upto and including ..... and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s ..... on whose behalf this guarantee has been given.

Dated this ..... day of ..... 20 .....at .....

**WITNESS**

.....

(Signature)

.....

(Name)

.....

(Official Address)

.....

(Signature)

.....

(Name)

.....

(Designation with Bank Stamp)

Attorney as per  
Power of Attorney No. \_\_\_\_\_

Date : \_\_\_\_\_

**NOTES:**

1. \* This sum shall be three per cent (03%) of the Contract price.
2. \*\* The date will be ninety (90) days after the completion period as specified in the Contract.
3. The stamp papers of appropriate value shall be purchased in the name of issuing Bank.

**BID ACCEPTANCE LETTER****(To be given on Company Letter Head)****Date:****To,**

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**Sub: Acceptance of Terms & Conditions of Bid.****Bid Reference No: \_\_\_\_\_****Name of Bid / Work: \_\_\_\_\_****Dear Sir,**

**1. I/ We have downloaded / obtained the bid document(s) for the above mentioned 'Bid/Work' from the web site(s) namely:**

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**as per your advertisement, given in the above mentioned website(s).**

**2. I/ We hereby certify that I/ we have read the entire terms and conditions of the bid documents (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I/ we shall abide hereby by the terms / conditions / clauses contained therein.**

**3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.**

**4. I/ We hereby unconditionally accept the bid conditions of above mentioned bid document(s) / corrigendum(s) in its totality / entirety.**

**5. In case any provisions of this bid are found violated, then your department/ organisation shall without prejudice to any other right or remedy be at liberty to reject this bid/bid including the forfeiture of the full said earnest money deposit absolutely.**

**6. Also I/ We have not been suspended / blacklisted by any PSU / Government Department / Financial Institution / Court.**

**Yours Faithfully,****(Signature of the Bidder, with Official Seal)**

### Social accountability 8000 Compliance

You shall comply with all the requirements of Social accountability 8000 Compliance (SA 8000:2001) as detailed below and maintain proper records in support thereof and shall provide the same for inspection as and when required by POSOCO.

- 1. Child Labour:** Bidder/Seller/(You) shall not engage or permit use of child labour (person below the age of 14 years) in carrying out any work awarded by POSOCO. You shall also not expose children (person below the age of 14 years) or young contract labours (person below the age of 18 years) to situations in or out side of the work place that are hazardous, unsafe and unhealthy.
- 2. Forced Labour:** You shall not engage or permit use of forced labour nor shall personnel be required to lodge “deposits” or identity papers upon commencement of employment with you.
- 3. Health and Safety:** You shall take requisite steps to prevent accidents and injury to health of your workmen arising out of associated with or occurring in the course of work by minimizing the causes of hazards inherent in the working environment. All the personnel protective equipments required as per nature of activity such as safety Helmets, Safety Belts and Gloves etc. shall be issued to all workmen.
- 4. Discrimination:** You shall not engage in or support discrimination in hiring, remuneration, access to training, promotion, termination or retirement based on race, caste, origin, disability, gender, sexual orientation, union membership, political affiliation or age.
- 5. Discipline:** You shall not engage in or support the use of corporal punishment, mental or physical coercion and verbal abuse.
- 6. Working Hours and Remuneration:** You shall comply with applicable laws and industry standards on working hours. The normal work week shall be as defined by law but shall not on a regular basis exceed 48 hours. Personnel shall be provided with at least one day off in every seven day period. All overtime work shall be reimbursed at a premium rate and under no circumstances shall exceed 12 hours per employee per week. You shall ensure that wages paid for a standard working week shall always meet at least legal or industry minimum standards.

**Service Level Agreement****HIRING OF PETROL VEHICLES WITHOUT DRIVER & WITHOUT FUEL (LONG TERM)****SPECIAL TERMS AND CONDITIONS AND SERVICE LEVEL AGREEMENT FOR THE HIRING OF PETROL CARS****1. PREAMBLE:**

1. The Hiring of Petrol Cars Service contracts placed through GeM shall be governed by following set of Terms and Conditions:
  - (i) General terms and conditions for Goods and Services;
  - (ii) Service STC contained in this document;
  - (iii) Product Specific STC (if applicable, shall be as defined in Service Catalogue of the product which includes SLA for the Service for that particular product);
  - (iv) BID / Reverse Auction specific ATC (if applicable).
2. The above terms and conditions are in reverse order of precedence i.e. ATC supersedes Product Specific STC which supersedes Service STC which supersedes GTC, whenever there are any conflicting provisions.
3. The above set of conditions along with Scope of supply including price as enumerated in the Contract Document shall be construed to be part of the contract.
4. This Agreement represents the Special Terms and Conditions (STC) and Service Level Agreement between the Employer and the Service Provider. The purpose of this agreement is to facilitate Hiring of Cars. The Service Provider would provide the required vehicle as per the requirements of the Employer. This Agreement outlines the scope of work, Stakeholder's obligation and general terms and conditions of all services covered as they are mutually understood by the stakeholders.

**OBJECTIVE AND GOALS:**

The objective of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent delivery of service to Employer by Service Provider.

The goals of this Agreement are to:

1. Provide clear reference to service ownership, accountability, roles and/or responsibilities
2. Present a clear, concise and measurable description of service provision to the Employer

3. Establish Terms and Conditions for all the involved stakeholders
4. To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons.

## 2. STAKEHOLDERS:

The main stakeholders associated with this Agreement are:

1. SERVICE PROVIDER(S)/SERVICE PROVIDER/Bidder
2. EMPLOYER.

The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses payment terms and penalties in case of non-adherence to the defined terms and conditions. It is assumed that all stakeholders would have read and understood the same before signing the Agreement.

SERVICE PROVIDER and EMPLOYER, individually will be referred to as "Party" and collectively referred to as "Parties"

## 3. INTRODUCTION:

The EMPLOYER intends to Hire 3 Nos of Cars as per defined scope of work in this document.

**NOW IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS**

## 4. DEFINITIONS:

1. **Type of Car:** Premium Sedan (This segment includes passenger cars with executive design in a three-box configuration, intended to provide passengers with increased comfort, a higher level of equipment and increased perception of quality than regular sedans and usually a length between 4000 to 4600 mm).
2. **Car Model:** A/C Maruti Suzuki Ciaz Car (**Smart Hybrid Delta Petrol or higher Variant**).
3. **Year of Vehicle Model:** 2021 or later. The bidder is supposed to provide Cars from the date of start of contract period. However, in case of failure of providing Cars of Model 2021 or later, the rates shall be revised as follows:
  - a. For older than 1-year vehicle, 15 % of quoted monthly Hiring charges shall be deducted.
4. **Notice Period:** The time period between receipt of letter for taking action and the day action will be taken.
5. **Contract Period:** 36 (Thirty-Six) months, with a provision for extension of 02 more years based on mutual agreement & satisfactory performance of SERVICE PROVIDER.
6. **Cure Period:** The time period (60 days) between issue of letter/ email regarding default/ non-conformity/ breach and the last date to resolve the default/ non-conformity/ breach. Cure period and notice period can run simultaneously.
7. **Term of Hiring:** Provision of Cars **without fuel & without driver**.
8. **Miscellaneous Expenses:** All expenses towards Toll Tax, Parking charges, State Entry,

Passenger Tax, Permits (other than Delhi/NCR) etc shall be paid as per actuals on submission of documentary evidence.

9. **Hours of Duty:** The “hours of duty” shall be reckoned from the place of reporting or place of Hiring, as the case maybe.

#### 5. CONDITIONS OF HIRING:

1. The SERVICE PROVIDER hereby agrees to provide the EMPLOYER (03 number of vehicles as \_\_\_\_\_ per \_\_\_\_\_ the \_\_\_\_\_ contact, \_\_\_\_\_ having \_\_\_\_\_ registration numbers \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ which shall be provided to the Employer and shall become part of the Agreement) of Air Conditioned(A/C) Maruti Suzuki Ciaz cars (hereinafter referred to as ‘Cars’) on **Hiring basis without Drivers & without Fuel** subject to the terms, conditions, covenants and stipulations contained in the present Agreement hereunder written.

2. The number of cars taken on Hiring by the Employer may increase depending upon the requirement of the Employer.

♦ The Cars so hired would be commercially registered in the name of SERVICE PROVIDER in accordance with the provision of section 51 of Motor Vehicle Act, 1988. The ownership of the Cars will remain with SERVICE PROVIDER.

#### 6. OBLIGATIONS OF SERVICE PROVIDER:

SERVICE PROVIDER shall have the following obligations under this AGREEMENT:

1. **Provision of Car:** SERVICE PROVIDER will provide A/C Maruti Suzuki Ciaz car (Smart Hybrid Delta Petrol or higher Variant, 2021 or later models) for **24\*7**.
2. **Insurance of Petrol Cars:** The cost of insurance of cars would be borne by SERVICE PROVIDER for the complete period of the contract. The insurance agency would be selected and paid for by SERVICE PROVIDER at its own discretion. The insurance would be comprehensive in nature.
3. **Maintenance and Warranty:** The Cost towards Maintenance & Warranty (Normal or Extended), if applicable, shall be borne by the Service Provider.
4. **Registration and De-registration:** All the cost and steps associated with the registration and de-registration of Cars with the regional transport authority including Motor Vehicle Tax would be borne by the SERVICE PROVIDER.
5. **Cost of Fuel:** Providing Fuel is not included in the Scope of the SERVICE PROVIDER for these packages. **Cost of the Fuel shall be borne by POSOCO directly.**
6. **Raising of monthly invoice:** SERVICE PROVIDER would raise an invoice in the first week of every month for the preceding month. In case monthly invoice not raised or there is any non-conformity with regard to the same, SERVICE PROVIDER can raise the consolidated invoices. SERVICE PROVIDER can raise separate invoices for fixed rental and variable charges.
7. **Nodal Officer:** SERVICE PROVIDER would assign one nodal **Officer** for the Employer to manage Employer queries and urgencies. SERVICE PROVIDER would through e-mail inform



name and contact details of the nodal **Officer** to the Employer.

## 7. OBLIGATION OF BUYER:

1. **Parking of Vehicle:** The Employer will provide, without any charges to SERVICE PROVIDER with dedicated location(s), space and all the necessary approval(s) for Parking of Vehicle.
2. **Payment to SERVICE PROVIDER:** The Employer will make the payments to SERVICE PROVIDER as per the RATES enclosed with this agreement. Employer shall timely certify by signing along with stamp to the duty log book for the car which shall be maintained by the driver provided by Employer.
3. **Upkeep and Security:** The SERVICE PROVIDER shall be responsible for all expenses associated with regular upkeep of the Petrol Cars including regular upkeep of tyre (puncture and other minor repairs), consumables like mobil oil and expenses associated with wear and tear.
4. **Indemnification:** SERVICE PROVIDER will defend, indemnify and hold harmless POSOCO (Indemnified Party) and its officers, directors, employees, agents, contractors, successors, and permitted assigns from and against any and all damages, losses, fines, penalties, costs, and other amounts (including reasonable attorney's fees and expenses)(collectively, "Losses") arising from or in connection with any actual or threatened claims, demands, investigations, and causes of actions by third parties (each a "Claim") to the extent such Claim is based on or arises from or relates to:
  - Bodily injury (including but not limited to death) or damage to or loss of any tangible property caused by the actions or omissions of the Driver provided by POSOCO or its affiliated and subsidiary companies and their respective officers, directors, employees, agents, contractors, successors and assigns.
5. **Insurance and AMC:** The SERVICE PROVIDER would be liable for all AMC and insurance i.e. in case of a damage to the Asset(s), (i.e., Petrol Cars and all related accessories), and there being a difference between the costs incurred on repair as against the claim amount received from the Insurer, the SERVICE PROVIDER shall be solely responsible for payment of the differential amount (including any applicable insurance deductibles). POSOCO will not accept any representation from bidder to bear the such cost.
6. **Insurance:** POSOCO shall not entertain any claim arising out of mishap, if any that may take place. The SERVICE PROVIDER shall be fully responsible for any loss or damage to the vehicle or occupant and shall be liable to pay full compensation for any injury or any other loss to the passengers. The following insurance shall be maintained by the contractor at his cost.
  - **VEHICLE INSURANCE:** This provided vehicle must be fully and comprehensively insured covering the risk to the driver and all passengers. This insurance shall protect the SERVICE PROVIDER and POSOCO against all risk, claims for injuries, disability, disease and death of members of public including POSOCO's men and damage to the property of the others arising from the use of motor vehicle during operations irrespective of the Ownership of such vehicles.

- **GENERAL LIABILITY INSURANCE:** This insurance shall protect the SERVICE PROVIDER and POSOCO against all claims arising from injuries, disabilities, disease or death of members of public or damage to property of others, due to any act or omission on the part of the SERVICE PROVIDER, his agents/representative & sub-contractors.

The above are only an illustrative list or insurance covers normally required and it will be the responsibility of the successful bidder to maintain all necessary insurance coverage to the extent both in time and amount to take care of all his liabilities either or indirect in pursuance of the contract. The agency shall indemnify and shall always keep POSOCO indemnified against any liability failing on POSOCO due to non-compliance of statutory obligations by the agency or any of its agents/servants/driver or for any reason whatsoever.

The agency shall also be responsible for safety of all personnel employed by them from time to time and they shall be responsible for payment of any compensation that may arise out of any accident, injury or death of workers during the execution of contract. POSOCO shall bear no liability whatsoever towards any violations by the agency in this regard. The agency shall be responsible for the conduct of their staff.

7. **AMC Expenses:** The SERVICE PROVIDER would be liable for all AMC expenses i.e. in case of a damage to the Asset(s), (i.e., Petrol Cars and all related accessories), and there being a difference between the costs incurred on repair as against the claim amount received from the Insurer, the bidder shall be solely responsible/bear for payment of the differential amount (including any applicable insurance deductibles). POSOCO will not accept any representation from bidder to bear the such cost.
8. **Meter Tampering:** SERVICE PROVIDER would ensure proper sealing of milometer. POSOCO reserves the right to get the meter calibrated or checked at any time at its sole discretion. Tampering of meter reading shall be viewed seriously, leading to even cancellation/termination of contract and forfeiture of security deposit. In the event of any error/fault in the meter being noticed, the bill for the journey undertaken (including those undertaken earlier) would be adjusted, besides any other penal action.
9. **Repair & Maintenance:** SERVICE PROVIDER shall be responsible to maintain the vehicle in good condition at all times during the contract period. If required, SERVICE PROVIDER may send the vehicle for minor repairs once in a month one or two days in a month after providing a vehicle of equal quality as a substitute. The original vehicle shall be returned immediately after its service. In case of alternative vehicle is not arranged, deduction @ **double the amount of per day hiring charges of the vehicle** (as calculated on pro-rata basis from awarded monthly rate) shall be deducted during the period of absence of vehicle. All kinds of repairs/maintenance cost, charges of petrol, diesel, oil, lubricant, fee towards licenses/registration taxes such as road tax, permit fee etc. challans, insurance premium etc. are the responsibility of the bidder and shall be borne by him all along.
10. Toll tax, Parking charges, State Entry, Local Authority Tax, Passenger Tax, permits (outside Delhi/NCR) etc shall be reimbursable at actuals based on documentary evidence.
11. Vehicle shall be maintained with good interior, noiseless drive and in perfect running condition; as per POSOCO's requirement with proper pollution check and valid pollution

under control certificate (PUCC)

12. **To obtain all consents, licenses, approvals, permits etc.:** SERVICE PROVIDER shall obtain all consents, licenses, approvals, permits (Delhi/NCR) etc. as are necessary for or in connection with the execution and enforceability of this Agreements and for the parking, use and operation of Cars and shall keep them effective and in force during the period of this Agreement.
13. **Price Variation Clause:** The prices as agreed and accepted by the bidder shall remain firm throughout the currency of the contract.

#### 8. TERM OF THE AGREEMENT (Contract Period):

1. The contract agreement (Agreement) will be valid as per the following:
  - **Vehicle 1:** For a period of Three (03) years from the date of deployment of the Vehicle with a provision of extension of Two (02) more years.
  - **Vehicle 2:** For a period of Three (03) years from the date of deployment of the Vehicle with a provision of extension of Two (02) more years.
  - **Vehicle 3:** For a period of Three (03) years from the date of deployment of the Vehicle with a provision of extension of Two (02) more years.

**Based on the unforeseeable circumstances, the service of the Vehicle(s) may be kept under hold/may not be availed, which will be duly intimated in advance. However, such period shall be compensated on resumption of services i.e the period of deployment of 24 months is guaranteed. As on date it is envisaged that Vehicle 3 (Package-C) will be under hold for the period from October 2022 to December 2022.**

#### 9. PROCEDURES FOR AMENDMENT, CANCELLATION, ARBITRATION AND EXCLUSIVITY:

1. This Agreement may be renegotiated if at anytime during its term, the work or environment of the Employer, and SERVICE PROVIDER, is so altered that the contents of the Memorandum are no longer appropriate.
2. This Memorandum embodies the entire understanding of the parties as to its subject matter and shall not beam ended except in writing executed by all the Parties to this agreement. Any changes are to be recorded in writing and inserted or attached to this Bilateral Agreement and this will have the effect of updating the Bilateral Agreement.

#### 10. TERMINATION OF AGREEMENT:

##### **Termination by the "EMPLOYER":**

1. The lock-in period for the contract is 36 months. In case, EMPLOYER terminates the Contract before end of 36 (thirty-six) months'; then EMPLOYER will serve a notice period of at least 60 (sixty) days to SERVICE PROVIDER.
2. In case of default or non-conformity on SERVICE PROVIDER's part, EMPLOYER reserve the

right to terminate this Agreement, subject to the cure period as provided under this Agreement or as agreed otherwise between the Parties. The decision to terminate the Agreement, under this clause; shall be taken only if the breach/default continues or remains uncured, for reasons within the control of SERVICE PROVIDER, even after the expiry of the cure period. The notice period and cure period will run simultaneously.

#### **Termination by SERVICE PROVIDER:**

1. If the EMPLOYER does not perform its part of the obligations stated hereunder this Agreement, SERVICE PROVIDER reserve the right to terminate this Agreement at any time (including the lock-in period) by giving Written notice of minimum 90(Ninety)days. If, during this notice period EMPLOYER is unable to cure the defect or default identified by SERVICE PROVIDER in the termination notice, then the Agreement will be terminated from immediate effect post completion of the termination notice period. The cure period and notice period will be applicable simultaneously.

#### **11. SCHEDULE OF RATES:**

1. The number of cars to be deployed is 3 (Three) on 24 x 7 basis.
2. Providing Fuel is not included in the Scope of the SERVICE PROVIDER for these packages. **Cost of the Fuel shall be borne by POSOCO directly.**
3. The expenses on account of parking, toll, State Entry, Passenger Tax, Permit (Other than Delhi/NCR) etc. would be paid as per actuals by the EMPLOYER on submission of documentary evidence.

The rates for deployment of vehicles are in accordance with the rates discovered through procurement tender floated by EMPLOYER and shall remain effective till completion of contract period. EMPLOYER has the right to dispute the invoice within 10 (ten) days' form the date of receipt of invoice by the EMPLOYER and such dispute (reasons for deduction) must be substantiated in writing with reasons. For the avoidance of doubt it is clarified, that SERVICE PROVIDER has the right to object to such deduction, based on the documentary evidence, and if SERVICE PROVIDER is able to prove that any deviation or non-compliance or non-conformity is not solely attributable to SERVICE PROVIDER, then EMPLOYER will not have the right to deduct the amount. Further, in case invoice is not disputed, as mentioned in the foregoing, then the same will be deemed to be accepted by the EMPLOYER. Undisputed portion, if severable, will be paid the BUYER.

1. The EMPLOYER would make payment to SERVICE PROVIDER within 20 day from submission of bill, post which SERVICE PROVIDER would charge late payment surcharge @ of 12% per annum of the invoiced amount from the date of receipt of the invoice till the date of actual payment. Further, the right to levy late payment surcharge is without prejudice to the other available legal rights or remedies to SERVICE PROVIDER.
2. In the event of any mechanical failure/breakdown of Cars as covered under AMC and due to such mechanical failure/breakdown, the Vehicles lay unused for continuous period of more than 7 (seven) days after it's reporting to the SERVICE PROVIDER's Nodal Officer via email. The EMPLOYER shall not liable to pay the Hiring rental for the period for which Vehicle lay unused provided SERVICE PROVIDER does not provide an alternative vehicle for the services for such

period.

## 12. DISPUTE RESOLUTION:

1. This Agreement shall be governed by and construed in accordance with laws of India. In case of dispute if any, the courts at New Delhi shall have the exclusive jurisdiction to determine any question, issue, dispute or claim between the parties.
2. The Parties shall endeavour to settle any dispute arising in connection with the interpretation, performance and termination of this Agreement, through amicable consultations and negotiations.
3. If no amicable settlement is reached within 30 days from the commencement of such consultations, either Party may refer such dispute to arbitration under the Arbitration and Conciliation Act; 1996 (or any amendment or re-enactment thereof) by a sole arbitrator to be appointed mutually by the SERVICE PROVIDER and the EMPLOYER. The venue of arbitration shall be at Delhi. All arbitration proceedings shall be conducted in accordance with the governing law specified above.
4. Each Party shall continue to perform its obligations under this Agreement (including any payment obligations) pending resolution of any dispute pursuant to this Article 9. Provided that, if the dispute is with respect to any payments, neither Party shall be required to make such disputed payment(s) to the other Party so long as such dispute has been referred to the process for resolution pursuant to this Article 9; provided, that to the extent any amounts owed to either Party by the other Party are not disputed and can be segregated from amounts with respect to which there is a dispute, such undisputed amounts shall, in good faith, be identified by the Parties and paid as required by this Agreement. To the extent that any disputed amount was withheld from a Party, and such Party is ultimately found to be entitled to all or any portion of such disputed amount pursuant to this Article 9, then such Party shall be entitled to the payment of interest on any withheld amount, at an annual rate equal to SBI MCLR Reference Rate plus 2%, from the original due date for payment of such amount until the payment of such disputed amount.
5. If any dispute, controversy or claim arises under or relates to this Agreement or the breach, termination or validity thereof (the "Dispute"), such Dispute shall be referred by each Party to its designated senior officer for resolution upon thirty (30) Days written notice from either Party (the "Dispute Notice"). Disputes if any, shall be settled through mediation and will notify mediating official from time to time and only when mediation fails, litigation within the jurisdiction of the courts need to be restored. The Parties agree to attempt to resolve all Disputes promptly and equitably and to provide each other with reasonable access during regular business hours to any and all non-privileged records, information and data pertaining to such a Dispute.

## 13. LIMITATION OF LIABILITY:

Under no circumstances shall, SERVICE PROVIDER have any liability for loss of or damage for good will or other special, indirect, consequential, exemplary, incidental or punitive damages, whether in contract, tort or any other theories in law or equity, even if EMPLOYER has been advised of the possibility of such damages.

The aggregate liability of SERVICE PROVIDER (including liability of indemnity or negligence, if any) for all damages arising from or relating to this agreement (whether in contract, tort or any other theories of law) shall not exceed the total amount paid to SERVICE PROVIDER by the EMPLOYER during the 6 months period immediately preceding the claim that gives rise to such liability.

#### **14. DISCLAIMER:**

Except for the express representations and warranties contained in this agreement, SERVICE PROVIDER makes no representations or warranties express or implied, with respect to any services or deliverables provided here under including without limitation, any implied warranties. All such representations and warranties are hereby disclaimed.

#### **15. PUBLICITY AND BRANDING:**

Neither EMPLOYER nor SERVICE PROVIDER shall make any press announcements or publicize this Agreement in any way or use each other's name, brand or logo in any promotion or marketing or announcement without the written approval of each other.

#### **16. INDEPENDENT CONTRACTOR:**

In making and performing this Agreement SERVICE PROVIDER shall be deemed to be acting as an independent contractor of the BUYER and shall not be deemed an agent, legal representative, partner of or in joint venture with the EMPLOYER. Neither party is authorized to bind the other to any obligation, affirmation or commitment with respect to any other person or entity.

#### **17. NOTICES:**

All notices provided for or permitted under this Agreement shall be deemed effective upon receipt, and shall be in writing and either

1. Delivered personally,
2. Sent by commercial overnight courier with written verification of receipt, or
3. Sent by certified or registered mail, postage prepaid and return receipt requested, to the party to be notified, at the address for such party set forth below, or at such other address of such party specified in the opening paragraph of this Agreement.



Notices to SERVICE PROVIDER shall be sent to the attention of \_\_\_\_\_,

Fax with a copy to be sent to \_\_\_\_\_.

Notices to the EMPLOYER shall be sent to the attention of \_\_\_\_\_,

Fax with a copy to be sent to \_\_\_\_\_.

#### **19. ENTIRE AGREEMENT; AMENDMENT:**

This Agreement, together with annexure sets forth the entire understanding of the Parties with respect to the subject matter hereof and thereof. This Agreement supersedes all prior or simultaneous representations, discussions, negotiations, letters, proposals, agreements and understandings between the parties here to with respect to the subject matter hereof, whether written or oral. Each party acknowledges that it has not relied on or been induced to enter in to this Agreement by a representation or warranty other than those expressly set out in this Agreement. To the extent permitted by Applicable Law, a party is not liable to another party in contract or tortor in any other way for a representation or warranty that is not set out in this Agreement. This Agreement may be amended, modified or supplemented only by a written instrument duly executed by a duly authorized representative of each of the parties.

#### **20. SEVERABILITY:**

Any provision of this Agreement that is determined to be invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability in such jurisdiction, without rendering invalid or unenforceable the remaining provisions of this Agreement affecting the validity or enforceability of such provision in any other jurisdiction.

#### **21. WAIVER:**

No term or provision of this Agreement will be considered waived by either Party, and no breach consented to by either party, unless such waiver or consent is in writing signed on behalf of the party against whom it is asserted. No consent to or waiver of a breach of this Agreement by either party, whether express or implied, will constitute a consent to, waiver of, or excuse for any other, different, or sub-sequent breach of this Agreement by such party.

#### **22. NON-EXCLUSIVITY:**

1. SERVICE PROVIDER shall be free at all times to provide the Services same or similar to the one envisaged hereunder to any of its other EMPLOYER(s), either existing or future, and nothing herein shall preclude SERVICE PROVIDER from providing such services to its other EMPLOYER(s).



2. During the currency of this Agreement, EMPLOYER may take services/Hiring; same or similar from any other company or firm or person. In case the services of any other company or firm or person has been taken by the EMPLOYER, the SERVICE PROVIDER shall not claim any damages or invoke any breach of contract.

### **23. PUBLICITY:**

SERVICE PROVIDER shall be titled to use the name (and the logo, if any, associated with the name) of the EMPLOYER, in its customer lists, any sales, marketing or promotional material or presentation, to identify the EMPLOYER as one of the SERVICE PROVIDER's client for the services hereunder, and provide for a marketing reference.

Other than the aforesaid, SERVICE PROVIDER shall not use any name, mark or symbol of the EMPLOYER in any publicity re-Hiring or advertising material or for any other purpose whatsoever nor shall publicize any information pertaining to this Agreement or the other party without securing prior written consent of the EMPLOYER, which consent shall not be unreasonably withheld or delayed.

### **24. SUSPENSION OF SERVICES:**

SERVICE PROVIDER reserves the right to suspend services in case there is delay of payment for a continuous period of 60 (sixty) days' and SERVICE PROVIDER shall be entitled to remove the Petrol Cars from the facility of the EMPLOYER and EMPLOYER will not have any objections or create any hindrance for SERVICE PROVIDER to remove Petrol Cars from EMPLOYER's premises. Also, this suspension of service will not be treated as default on SERVICE PROVIDER's part.

### **25. FORCE MAJEURE:**

Neither Party shall be liable for any failure or delay in the performance of its obligations under this Agreement to the extent such failure or delay or both is caused, directly or indirectly, without fault by such Party, by any reason beyond its reasonable control, including but not limited to, by fire, flood, explosion, earthquake, elements of nature, drought or bad weather, lightning or acts of God, acts of state, strikes, acts of war (whether declared or not), hostilities, terrorism, riots, civil disorders or commotion, lockouts, industrial disputes, rebellions or revolutions, blockages; quarantines, pandemic, embargoes and other similar governmental action (each a "Force Majeure Event"). Any Party so delayed in its performance will immediately notify the other by telephone or by the most timely means otherwise available (to be confirmed in writing within two (2) Business Days of the inception of such delay) and describe in reasonable detail the circumstances causing such delay with relevant documentary supporting.

However, the party claiming such event shall take all necessary steps to mitigate the delay so caused in spite of such Force Majeure Event. If under this clause either party is excused performance of any obligations for a continuous period of thirty (30) days, then the other party may at any time hereafter while such performance continues to be excused, terminate this Agreement without liability, by notice in writing to the other. The EMPLOYER shall however, be liable to pay SERVICE PROVIDER for the services rendered pursuant to this Agreement.

**26. COUNTERPARTS:**

This Agreement may be executed in two or more counterparts, all of which shall constitute one and the same instrument. Each such counterpart shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

**27. MISCELLANEOUS:**

Time shall be the essence of this Agreement in so far as it relates to the observance or performance by the EMPLOYER or SERVICE PROVIDER of all or any of its obligations including payment of any sum hereunder.

IN WITNESS WHEREOF, the Parties have entered into this AGREEMENT on the day and year first above written.

For and on behalf of SERVICE PROVIDER	For and on behalf of EMPLOYER
Name _____	Name _____
Designation _____	Designation _____

Witnesses:

- 1.
- 2.

**Form E.2: Turnover Certificate**

To,  
The Chief Manager (Contracts and Material)  
Power System Operation Corporation Limited (POSOCO)  
8th/9th Floor, IFCI Tower  
61 , Nehru Place  
New Delhi-110019

Sub: Submission of Annual Turnover in response to the RFP No <> dated <> for Hiring of 03 numbers of A/C Maruti Suzuki Ciaz Car (Smart Hybrid Delta Petrol or higher Variant- Model 2021 or later) without Driver & without Fuel (LONG TERM) for use of its Executive Directors at New Delhi.

S. No.	Financial Year	Annual Turnover (INR Crores)
1.	FY 2018-19	
2.	FY 2019-20	
3.	FY 2020-21	

Note:

1. The audited Financial Statements for the corresponding year have to be enclosed.
2. The certificate must have UDIN issued by ICAI.

Name of the auditor issuing the certificate

Name of the auditor's Firm:

Seal of auditor's Firm:

Date:

(Signature, name and designation of the authorized signatory for the Auditor's Firm)

**Form E.3: Conflict of Interest (Company Letter head)**

To,  
The Chief Manager (Contracts and Material)  
Power System Operation Corporation Limited (POSOCO)  
8th/9th Floor, IFCI Tower  
61 , Nehru Place  
New Delhi-110019

Sub: Undertaking on Conflict of Interest regarding for Hiring of 03 numbers of A/C Maruti Suzuki Ciaz Car (Smart Hybrid Delta Petrol or higher Variant- Model 2021 or later) without Driver & without Fuel (LONG TERM) for use of its Executive Directors at New Delhi.

Dear Sir,

I/We do hereby undertake that there is the absence of actual or potential conflict of interest on the part of the bidder or any prospective subcontractor due to prior, current, or proposed contracts, engagements, or affiliations with POSOCO.

I/We also confirm that there are no potential elements (timeframe) for service delivery, resource, financial or other) that would adversely impact our ability to complete the requirements as given in the RFP.

We undertake and agree to indemnify and hold POSOCO harmless against all claims, losses, damages, costs, expenses, proceeding fees of legal advisors (on a reimbursement basis) and fees of other professionals incurred (in the case of legal fees and fees of professionals, reasonably) by POSOCO and/ or its representatives if any such conflict arises later.

Yours sincerely,

Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Location: \_\_\_\_\_ Date: \_\_\_\_\_

**Form E.4: Declaration of Compliance of Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 (Company Letter head)**

This declaration must form part of all tenders & it contains general information and serves as a declaration form for all bidders. (Before completing this declaration, bidders must study the General Conditions, Definitions, Govt Directives applicable in respect of Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 & prescribed tender conditions).

**DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM**

I, the undersigned, ..... (full names), do hereby declare, in my capacity as ..... of M/s ..... (name of bidder entity), that:

- 1) The facts contained herein are within my own personal knowledge.
- 2) I have read the Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 on the subject of Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 regarding restrictions on procurement from a bidder of a country which shares a land border with India and comply to all the provisions of the Order
- 3) I certify that M/s ..... (name of bidder entity) **is not from such a country or, is from such a country** (strike out whichever is not applicable), has been registered with the Competent Authority. I hereby certify that this SERVICE PROVIDER fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority is attached]
- 4) I understand that the submission of incorrect data and / or if certificate / declaration given by M/s ..... (name of bidder entity) is found to be false, this would be a ground for immediate termination and further legal action in accordance with law as per Clause 12 of the Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

AUTHORISED SIGNATURE:

DATE: \_\_\_\_\_

Seal / Stamp of Bidder

**Form E.5: Format for Power of Attorney (PoA) executed in favour of the Authorized Signatory (To be executed on a non-judicial stamp paper of INR 100/-**

The Bidder may submit the Power of Attorney in their own format clearly stating that the person is authorized to sign on behalf of the bidder. It is also clarified that the "Letter of Authorization" is to be read as "Power of Attorney".

Know all men by these presents, We, [Insert full legal name of the bidding entity], having registered office at [Insert registered office address] (hereinafter referred to as the "Principal") do hereby constitute, nominate, appoint and authorize [Insert full name of authorized signatory] son of [Insert father's name] presently residing at [Insert address of authorized signatory] who is presently employed with us and holding the position of [Insert position/ designation of the authorized signatory] as our true and lawful attorney (hereinafter referred to as the "Authorized Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to the submission of our Bid in response to the RFP bearing number \_\_\_\_\_ for '<RFP Name>' dated \_\_\_\_\_, including but not limited to signing and submission of all applications, Bids and other documents and writings, participating in pre-Bid and other conferences and providing information/ responses to the Power System Operation Corporation Limited (POSOCO) of India (hereinafter referred to as the "POSOCO"), representing us in all matters before the POSOCO, signing and execution of all contracts and undertakings/ declarations consequent to acceptance of our Bid and generally dealing with the POSOCO in all matters in connection with or relating to or arising out of our Bid for the said assignment and/or upon award thereof to us till the execution of appropriate Agreement/s with the POSOCO.

AND we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Attorney pursuant to and in the exercise of the powers conferred by this deed of Power of Attorney and that all acts, deeds and things done by our said Authorized Attorney in the exercise of the powers hereby conferred shall always be deemed to have been done by us.

IN WITNESS THEREOF WE, \_\_\_\_\_ THE ABOVE-NAMED PRINCIPAL

HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF ....., 2021

For \_\_\_\_\_

(Signature, name, designation and address)

[Please put company seal if required]

[Notarize the signatures]

Witness 1:

Name:

Designation:

Address:

Signature:

Witness 2:

Name:

Designation:

Address:

Signature:

**Form E.6: Pre-contract Integrity Declaration declaration (To be executed on a non-judicial stamp paper of INR 100/-**

**INTEGRITY DECLARATION**

This pre-Bid Pre-Contract agreement (hereinafter called the “**Integrity Declaration**”) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_ 2021, by and between:

1. Power System Operation Corporation Limited of India (hereinafter called “**POSOCO**”, which expression shall mean and include, unless the context otherwise requires, its successors in office and assigns) of the First Part; and
2. \_\_\_\_\_ (hereinafter called the “**BIDDER**” which expression shall mean and include, unless the context otherwise requires, its successors and permitted assigns) of the Second Part.

POSOCO and the BIDDER, where the context permits, shall be referred to collectively as “**Parties**” and individually as “**Party**”.

WHEREAS,

- a) POSOCO proposes to appoint an agency for Hiring of Maruti Suzuki Ciaz Car (Smart Hybrid Delta Petrol or higher Variant) without Driver & without Fuel (LONG TERM) as detailed in the RFP No. \_\_\_\_\_ issued on \_\_\_\_\_ by POSOCO, and the BIDDER is willing to submit/ has submitted a Bid for the same; and
- b) The BIDDER is a company/ partnership/ limited liability partnership, constituted in accordance with the relevant law in the matter and POSOCO is a public sector undertaking licensed under Section 8 of the Companies Act, 2013; and
- c) To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/ prejudiced dealings prior to, during and subsequent to the currency of the Contract to be entered into with a view to enabling POSOCO to obtain the desired Services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and enabling the BIDDER to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and POSOCO will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The Parties hereto hereby agree to enter into this Integrity declaration and agree as follows:

**A. Commitments of POSOCO**

- i. POSOCO undertakes that no official of the POSOCO, connected directly or indirectly with the Contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or



Third Party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.

- ii. POSOCO will, during the pre-Contract stage, treat all bidders alike, and will provide to all bidders the same information and will not provide any such information to any particular bidder which could afford an advantage to that particular bidder in comparison to other bidders.
  - iii. All the officials of POSOCO will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- B. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to POSOCO with full and verifiable facts and the same is prima facie found to be correct by POSOCO, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by POSOCO and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by POSOCO the proceedings under the Contract would not be stalled.

#### C. Commitments of the Bidder

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-Contract or post-Contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following: -

- i. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantages, commission, fees, brokerage or inducement to any official of POSOCO, connected directly or indirectly with the bidding process, or to any person, organisation or Third Party related to the Contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.
- ii. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantages, commission, fees, brokerage or inducement to any official of POSOCO or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other contract with the Government.
- iii. The BIDDER shall disclose the name and address of agents and representatives, and its foreign principals or associates.

- iv. The BIDDER shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/Contract.
- v. The BIDDER further confirms and declares to POSOCO that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to POSOCO or any of its functionaries, whether officially or unofficially to the award of the Contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- vi. The BIDDER, either while presenting the bid or during pre-Contract negotiations or before signing the Contract, shall disclose any payments he has made, is committed to or intends to make to officials of POSOCO or their family members, agents, brokers or any other intermediaries in connection with the Contract and the details of services agreed upon for such payments.
- vii. The BIDDER will not collude with other parties interested in the Contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the Contract.
- viii. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- ix. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by POSOCO as part of the business relationship, regarding plans, Technical Bids and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- x. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- xi. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- xii. If any employee of the BIDDER involved in bidding team and/or project implementation team and/ or operations & maintenance team or any employee under the respective Service Line/ Vertical of the representative leading the team of the Bidder, either directly or indirectly, is a relative of any of the officers of POSOCO, or alternatively, if any relative of an officer of POSOCO has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act 2013.
- xiii. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of POSOCO.

#### D. Previous Transgression

- i. The BIDDER declares that no previous transgression occurred in the last 3 (three) years immediately before signing of this Integrity declaration, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify the BIDDER's exclusion from the bidding process.
- ii. The BIDDER agrees that if it makes an incorrect statement on this subject, BIDDER can be disqualified from the bidding process or the Contract if already awarded, can be terminated for such reason.

#### E. Sanctions for Violations

- i. Any breach of the aforesaid provisions by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle POSOCO to take all or any one of the following actions, wherever required: -
  - a. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other bidder(s) would continue.
  - b. The Performance Bank Guarantee (after the Contract is signed) shall stand forfeited either fully or partially, as decided by POSOCO, and POSOCO shall not be required to assign any reason, therefore.
  - c. To immediately cancel the Contract, if already signed, without giving any compensation to the BIDDER.
  - d. To recover all sums already paid by POSOCO with interest thereon at 2% (two percent) higher than the prevailing Prime Lending Rate of State Bank of India. If any outstanding payment is due to the BIDDER from POSOCO in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.
  - e. To encash the performance bank guarantee in order to recover the payments, already made by POSOCO, along with interest.
  - f. To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to POSOCO resulting from such cancellation/rescission and POSOCO shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
  - g. To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of 3 (three) years, which may be further extended at the discretion of POSOCO.
  - h. To recover all sums paid in violation of this Integrity Declaration by BIDDER(s) to any middleman or agent or broker with a view to securing the Contract.

- i. In cases where irrevocable letters of credit have been received in respect of any contract signed by POSOCO with the BIDDER, the same shall not be opened.
  - j. Forfeiture of performance bank guarantee in case of a decision by POSOCO to forfeit the same without assigning any reason for imposing a sanction for violation of this Integrity Declaration
- ii. POSOCO will be entitled to take all or any of the actions mentioned in the Integrity Declaration also on the commission by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
  - iii. The decision of POSOCO to the effect that a breach of the provisions of this Declaration has been committed by POSOCO shall be final and conclusive on POSOCO. However, POSOCO can approach the Independent Monitor(s) appointed for the purposes of this Declaration.

#### F. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Integrity Declaration or payment of commission, POSOCO or its agencies shall be entitled to examine all the documents including the books of accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

#### G. Law and Place of Jurisdiction

This Integrity Declaration is subject to Indian Law. The place of performance and jurisdiction is the seat of POSOCO.

#### H. Other Legal Actions

The actions stipulated in this Integrity Declaration are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

#### I. Validity

- i. The validity of this Integrity Declaration shall be from the date of its signing and extend up to 5 (five) years or the complete execution of the Contract to the satisfaction of both POSOCO and the BIDDER, including warranty period, whichever is later. In case BIDDER is unsuccessful this Integrity Declaration shall expire after 1 (one) month from the date of the signing of the Contract with the successful bidder.
- ii. Should 1 (one) or several provisions of this Integrity Declaration turn out to be invalid, the remainder of this Integrity Declaration shall remain valid. In this case, the Parties will strive to come to an agreement to their original intentions.

POSOCO

\_\_\_\_\_ [Signature]

\_\_\_\_\_ [Name]

\_\_\_\_\_ [Designation]

Witness

1.

2.

BIDDER

\_\_\_\_\_ [Signature]

\_\_\_\_\_ [Name]

\_\_\_\_\_ [Designation]

Witness

1.

2.

**Form T.1: Technical Bid Cover Letter (Company Letter head)**

To,  
The Chief Manager (Contracts and Material)  
Power System Operation Corporation Limited (POSOCO)  
8th/9th Floor, IFCI Tower  
61 , Nehru Place  
New Delhi-110019

Sub: Submission of the response to the RFP No <> dated <> for Hiring of 03 numbers of A/C Maruti Suzuki Ciaz Car (Smart Hybrid Delta Petrol or higher Variant- Model 2021 or later) without Driver & without Fuel (LONG TERM) for use of its Executive Directors at New Delhi.

Dear Sir,

We, the undersigned, to provide Services to POSOCO in response to the RFP dated <insert RFP date> and RFP No <insert RFP no.> for "Hiring of 03 numbers of A/C Maruti Suzuki Ciaz Car (Smart Hybrid Delta Petrol or higher Variant) without Driver & without Fuel (LONG TERM) for use of its Executive Directors at New Delhi". We are hereby submitting our Proposal, which includes Eligibility Criteria, Technical Bid and the Financial Bid in separate covers.

We hereby declare that all the information and statements made in this Technical Bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We agree to abide by all the terms and conditions of the RFP and related corrigendum(s)/ addendum(s). We would hold the terms of our bid valid for the days as stipulated in the RFP.

We hereby declare that as per the RFP requirement, we have not been blacklisted/ debarred by any Central/ State Government during the last three (3) years from the original bid opening date.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Location: \_\_\_\_\_ Date: \_\_\_\_\_