

**बिड दस्तावेज़ / Bid Document**

| बिड विवरण/Bid Details   |  |
|---|--|
| बिड बंद होने की तारीख/समय /Bid End Date/Time  | 28-01-2026 21:00:00  |
| बिड खुलने की तारीख/समय /Bid Opening Date/Time   | 28-01-2026 21:30:00  |
| बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)   | 180 (Days)   |
| मंत्रालय/राज्य का नाम/Ministry/State Name   | Ministry Of Power  |
| विभाग का नाम/Department Name  | Na   |
| संगठन का नाम/Organisation Name  | N/a  |
| कार्यालय का नाम/Office Name   | Joint Electricity Regulatory Commission  |
| वस्तु श्रेणी /Item Category   | Monthly Basis Cab & Taxi Hiring Services - Premium Sedan; 3000 Km x 364 hours; Local 24*7  |
| अनुबंध अवधि /Contract Period  | 7 Month(s)   |
| इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required   | Yes  |
| वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover  | Yes   Complete   |
| स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover  | Yes   Complete   |
| विक्रेता से मांगे गए दस्तावेज़/Document required from seller  | 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)<br>*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 |
| क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid? | Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)   |
| बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension   | 3  |

| बिड विवरण/Bid Details   |                             |
|---|-----------------------------|
| दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended               | 7                           |
| ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count   | 1                           |
| बिड से रिवर्स नीलामी सक्रिय किया जाना है। / Bid to RA enabled   | No                          |
| बिड का प्रकार/Type of Bid   | Two Packet Bid              |
| तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation | 2 Days                      |
| अनुमानित बिड मूल्य /Estimated Bid Value   | 350000                      |
| मूल्यांकन पद्धति/Evaluation Method  | Total value wise evaluation |
| मध्यस्थता खंड/Arbitration Clause  | No                          |
| सुलह खंड/Mediation Clause   | No                          |

#### ईएमडी विवरण/EMD Detail

|                   |    |
|-------------------|----|
| आवश्यकता/Required | No |
|-------------------|----|

#### ईपीबीजी विवरण /ePBG Detail

|   |                      |
|---|----------------------|
| एडवाइजरी बैंक/Advisory Bank                                       | PUNJAB NATIONAL BANK |
| ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)                           | 3.00                 |
| ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months). | 10                   |

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

#### लाभार्थी /Beneficiary :

Admn cum Accounts Officer  
Joint Electricity Regulatory Commission, NA, N/A, Ministry of Power  
(Dheeraj Yadav)

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

#### एमआईआई अनुपालन/MII Compliance

|                               |     |
|-------------------------------|-----|
| एमआईआई अनुपालन/MII Compliance | Yes |
|-------------------------------|-----|

## एमएसई खरीद वरीयता/MSE Purchase Preference

|  |     |
|--|-----|
| एमएसई खरीद वरीयता/MSE Purchase Preference  | Yes |
| सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within $L1+X\%$ | 15  |
| सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference                                | 100 |

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
3. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
4. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
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 as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM No.1\\_4\\_2021\\_PPD\\_dated\\_18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated online in GEM profile as well as validated and approved by the Buyer after evaluation of submitted documents.
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 similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
  1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
  2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
  3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

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

**तकनीकी विशिष्टियाँ /Technical Specifications**

| विवरण/ Specification                           | मूल्य/ Values       |
|--|---------------------|
| <b>कोर / Core</b>                              |                     |
| Vehicle Type                                   | Premium Sedan       |
| Type of car (Please select at least 3 options) | Maruti Suzuki Ciaz  |
| Usage Variant                                  | 3000 Km x 364 hours |
| Type of Service                                | Local 24*7          |
| Year of Vehicle Model                          | 2024 , 2025         |
| Km Travelled                                   | Upto 25,000 Kms     |
| Air Conditioning Requirement                   | A/C                 |
| Area of Operation                              | Plains              |
| Fuel Type                                      | Petrol              |
| <b>एडऑन /Addon(s)</b>                          |                     |

**क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer**

|  |    |
|--|----|
| क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer | No |
|--|----|

**अतिरिक्त विशिष्टि दस्तावेज /Additional Specification Documents**

**परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity**

| क्र.सं./S.N<br>o. | परेषिती/रिपोर्टिंग<br>अधिकारी /Consignee<br>Reporting/Officer | पता/Address  | संसाधनों की मात्रा<br>/ Number of<br>Vehicles<br>Required | अतिरिक्त आवश्यकता<br>/Additional<br>Requirement  |
|-------------------|---|--|---|--|
| 1                 | Dheeraj Yadav   | 122015,JOINT ELECTRICITY<br>REGULATORY COMMISSION,3rd<br>& 4th Floor, Plot No. 55-56,<br>Udyog Vihar, Phase-IV,Sector-<br>18, Gurugram Haryana | 1   | <ul style="list-style-type: none"> <li>Duration in Months<br/>for which service is<br/>required : 7</li> </ul> |

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

## 1. Generic

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

## 2. Buyer Added Bid Specific ATC

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

## अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for attached categories, trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to

such representations.

**All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.**

**For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.**

**The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:**

- All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and
- All operative provisions of the erstwhile Labour Laws until their complete substitution.

**All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.**

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/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.

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

**---धन्यवाद/Thank You---**

## **Buyer-Added Bid-Specific Additional Terms and Conditions**

### **SCOPE OF WORK : Hiring 01 (One) vehicle for the Official uses of Hon'ble Member (Law).**

|     |                                      |   |
|-----|--------------------------------------|---|
| 1.  | Number of Vehicle                    | 01 (One)  |
| 2.  | Vehicle Type                         | <b>Premium Sedan</b>                            |
| 3.  | Type/model of Cars under the segment | <b>Maruti Ciaz Base or Upper Model.</b>         |
| 4.  | Transmission                         | Manual  |
| 5.  | Monthly /Daily Requirement           | Monthly   |
| 6.  | Usage Variant                        | 3000 Km x 364 Hrs                               |
| 7.  | Type of Service                      | Local 24*7 usage basis.                         |
| 8.  | Variant                              | Petrol Only                                     |
| 9.  | Color                                | White   |
| 10  | Year of Vehicle Model                | 2024 & above.                                   |
| 11  | Km Travelled                         | Upto 25,000 K.M                                 |
| 12  | Outstation night charges             | No  |
| 13. | Contract period                      | 07 months approximately.                        |
| 14  | Estimated Bid Value                  | ₹ 3,50,000/- (₹ 50,000/- per vehicle per month) |

### **2. GENERAL INSTRUCTIONS**

2.1. Joint Electricity Regulatory Commission for the State of Goa and UTs (hereinafter called "the JERC") invites bids for hiring of vehicle on rent on monthly basis for their entitled officer, under 2 (two) bids (Technical and Financial) system from established/ reputed agencies based in India, who are suitably capable and equipped to provide the vehicles as per requirement.

2.2. Interested bidders may obtain further information from the Office of JERC, 3rd Floor, Plot 55-56, Phase IV, Udyog Vihar, Sector 18, Gurugram, Haryana 122015 or write to [aojercuts@gov.in](mailto:aojercuts@gov.in). All Bids shall be prepared and submitted strictly in accordance with these instructions.

2.3. Bidder should have valid GST Registration Number and should meet all legal requirements.

2.4. The JERC reserves the right to reject any or all the bids or cancel the tender at any stage without assigning any reason, whatsoever. The JERC also reserves all right at any time to add, alter, modify, change, edit and delete any condition at any stage. In this regard, the decision of JERC Management shall be final and binding on all the Bidders. Such decisions by the JERC shall bear no liability whatsoever consequent upon such a decision.

2.5. In case of any confusion or ambiguity in the interpretation of any of the terms and conditions of this bid document and agreement signed thereafter, the interpretation of the JERC shall be considered as final and binding.

2.6. Any person who is in Government service/ Govt. Undertaking or an employee of the JERC or indirectly related to him should not be made partners or even silent partner to the contract by

the service provider, directly or indirectly, in any manner whatsoever. Such connections may lead to termination of the contract without any notice.

2.7. Either of the parties can terminate the agreement/contract by giving 15 days' notice to the other party. However, if there is a deficiency in service then the 1<sup>st</sup> party may terminate the contract by giving 05 days notice.

2.8. If the successful bidder fails to accept the letter of award/ purchase order OR withdraws their bid during the period of bid validity OR seeks amendment to their terms quoted which are not acceptable to the JERC, OR fails to furnish the performance guarantee as required by the JERC OR fails to respond to the communications of the JERC in time for clarification(s) of some of the relevant terms and conditions of the quotations etc., the EMD of the Bidder shall be forfeited, wherever applicable, and the Bidder shall be deemed to be blacklisted/ suspended from participating in the future bid invitations of the JERC. The JERC also reserves its right to take any suitable civil/ legal action against such a Bidder over GeM and other platforms as may be deemed fit for frivolous bid participation, and hence, wasting the precious time and energy of the JERC.

### **3. SPECIAL TERMS AND CONDITIONS (STC) – JERC- SPECIFIC REQUIREMENTS**

3.1. The initial requirement is for 01 (One) Premium Sedan, fuel type Petrol variant, on monthly rental basis. The units may, however, vary and liable to increase at any time during the contract period, as per the requirement of the JERC.

3.2. The usage variant will be up to 3000 KM x 364 Hrs local 24 x 7 basis per month; and the hired car shall be placed at the disposal of the entitled officer of the JERC (hereinafter referred to as "the user at location of the office of the Commission.) The user shall use the vehicle at disposal for full 3000 KM in a month and extra kms beyond 3000 Kms which shall be considered quarterly for the contract and the charges for extra Km cost shall be applicable as per clause mentioned extra per km charges in GeM Service level Agreement and which shall be counted cumulative quarterly for the contract.

3.3. State/UT entry tax/any other tax, toward permission for plying in Delhi/NCR will be inclusive in the quoted price. No extra payment for such shall be payable to the bidder.

3.4. The manufacturing date of the car should be 2024 and above for the disposal of the user. The original purchase papers of the manufacturer and other relevant documents will be the basis of ascertaining the above condition. Any other document as required by the JERC in this regard for its satisfaction shall also be provided by the successful bidder on demand. They shall be overseen by the JERC's deputed representative.

3.5. During off duty period, the car shall be parked at the residence of the user and the keys of the car(s) shall be handed over to the user. The user may also drive the car himself/ herself during exigency/in absence of driver, subject to owning a valid driving license. The spare keys shall also be handed over to the user for safe custody and use in case one set of keys get lost.

3.6. The vehicle must be always kept perfectly clean from outside and inside and in hygienic state, in perfectly running condition without any mechanical or body sound, whatsoever, body dents & scratches, with clean seat covers, floor mats, perfume, tissue papers, fire extinguisher, first aid

box, hand rub / hand sanitizer etc. The car should be shampoo washed and vacuum cleaned thoroughly at least once every week.

3.7. The driver must have a minimum Three (03) years of driving experience and should be fairly conversant with the major routes and locations in NCR, mainly Delhi, Gurugram & Ghaziabad. The driver must be **educated to at least the matriculation level (10th pass)**.

3.8. The driver should be preferably staying **within 5 (five) km** radius of the residential address of the user (**Raj Enclave, Raj Nagar, Ghaziabad**) or shift to that range for mutual convenience. The driver will be required to undertake the **daily commute of the vehicle from Raj Enclave, Raj Nagar, Ghaziabad to Gurugram and back and at other places as per the official requirement of the officers**.

3.9. In the event of any instance of misbehaviour/unacceptable behaviour by the driver, the service provider shall promptly replace the driver on demand upon the first instance itself without any demur. After 2 (two) such cumulative instances, the Buyer may terminate the contract immediately without assigning any reason and without giving any notice.

3.10. The service provider shall take comprehensive insurance cover with third party unlimited liability risk of the vehicles provided to the buyer.

3.11. In case of discontinuation of requisitioned car(s) in the market, it will be the responsibility of the Service Provider to provide upgraded model at the same rates with prior consent of JERC.

3.12. The Service Provider shall maintain a logbook as per proforma approved by the JERC. The logbook should be got signed from the user to verify the logbook entries of the vehicle concerned, which in turn shall become the basis of the billing.

3.13. The Service Provider shall indemnify the JERC towards any damage or loss of or disability occurred/ developed by the vehicle as supplied by the Service Provider during the currency of the contract period, and the JERC will not entertain any claim in this regard.

3.14. Special Terms and Condition (STC) shall include the GeM's Standard Service Level Agreement (SLA) for the relevant type of the service contract, however, STC shall supersede SLA wherever there are conflicting provisions.

3.15. In case of dispute of any kind in any respect, whatsoever, the decision of the JERC shall be final and binding.

3.16. The bidders are advised in their interest to visit the office of the JERC before submitting their Bids for any clarification/ properly understanding the requirements of the JERC in case of any confusion.

#### **4. FORCE MAJEURE**

4.1. Force majeure is herein defined as any cause which is beyond the control of the Service Provider or the JERC as the case may be, which they could not foresee, or with a reasonable amount of diligence could not have foreseen, and which substantially affect the performance of the contract, such as:

4.2. Natural phenomena, including but not limited to floods, droughts, earthquakes, and epidemics.

4.3. Acts of any Government, domestic or foreign, including but not limited to war, riots, blockage, revolt, or any other law and order proclamation, ordinance demand or requirement of Government or local authority.

Provided either party shall within thirty (30) days from the occurrence of such a cause notify the other in writing of such causes.

4.4. In the event force majeure clause is invoked by either party resulting into non-use of vehicle during the forced majeure conditions, the fuel charges for the minimum fixed kilometres during the month shall be deducted from the monthly payment of the service provider on pro-rata basis at the prevailing rate.

#### **5. EARNEST MONEY DEPOSIT AND TENDER PROCESSING FEES:**

5.1. A non-interest-bearing refundable Earnest Money Deposit (EMD) of **Rs. 10,000/- (Rupees Ten Thousand only)** in the form of Demand Draft/ NEFT/ RTGS in favor of Joint Electricity Regulatory Commission payable at Gurgaon shall be payable, as per details for online remittance as under: -

|                          |  |
|--------------------------|--|
| Beneficiary Account Name | <b>Joint Electricity Regulatory Commission</b> |
| Name of the bank         | <b>Punjab National Bank</b>                    |
| Current Account No.      | <b>0987100100000370</b>                        |
| IFSC Code                | <b>PUNB0098710</b>                             |
| Branch                   | <b>Overseas, Gurugram</b>                      |

5.2. If the bidder claims exemption from payment of EMD, necessary documentary proof needs to be submitted. In case of failure to provide EMD or failing to provide the necessary documentary proof for exemption from EMD, the bid will not be considered valid.

5.3. The EMD shall be refunded after completion of the tendering process to the unsuccessful bidders. EMD of the successful bidder would be adjusted against the Security Deposit/ Bank Guarantee.

5.4. A non-refundable Tender Processing Fees of **Rs. 1,000/- (Rupees One Thousand Only)** in the form of Demand Draft/ NEFT/ RTGS in favour of Joint Electricity Regulatory Commission payable at Gurgaon, as per details for online remittance as under:

|                          |  |
|--------------------------|--|
| Beneficiary Account Name | <b>Joint Electricity Regulatory Commission</b> |
| Name of the bank         | <b>Punjab National Bank</b>                    |
| Current Account No.      | <b>0987100100000370</b>                        |

|           |                           |
|-----------|---------------------------|
| IFSC Code | <b>PUNB0098710</b>        |
| Branch    | <b>Overseas, Gurugram</b> |

## **6. SECURITY DEPOSIT/ BANK GUARANTEE**

6.1. The successful Bidder shall be required to deposit a security deposit/ Bank Guarantee equal to 3% of the total value of the contract in the form of Insurance Surety Bonds, Account Payee Demand Draft, fixed Deposit Receipt from a Commercial bank, Bank Guarantee (including e-Bank Guarantee) from a Commercial bank or online payment in an acceptable form safeguarding the purchaser's interest in all respects upon award of the contract order on GeM, as soon as possible basis, payable to the JERC as per bank details mentioned at sr. no. 5.1 above.

6.2. The amount of security deposit/ Bank Guarantee, is liable to be refunded with in a period of three Months upon successful termination of the contract on completion of defined tenure/ termination of the contact by JERC subject to clearance of all dues. No interest shall accrue on the said security deposit/ Bank Guarantee.

6.3. JERC reserves the right to deduct from the above cited security deposit/ Bank Guarantee if any loss is caused to JERC by persons deployed by the bidder or in case the bidder fails to abide by the terms & conditions of the contract.

6.4. In the event, the Service Provider gives up the work before expiry of the contract or is unable to service the contract for whatsoever reason, the security deposit/ bank guarantee shall stand forfeited / invoked.

## **7. DURATION/ PERIOD OF THE CONTRACT**

The initial contract shall be for a period of 07 (Seven) months approximately.

## **8. RATE AND PRICE VARIATION**

8.1. The Bidders shall quote the rates/ amount for car in the following format, upon carefully reading the instructions given from Para 8.1 below: -

| <b>Description</b>                   | <b>Category: Premium Sedan</b>          |
|--------------------------------------|---|
| Type/model of Cars under the segment | <b>Maruti Ciaz Base or Upper Model.</b> |
| Transmission                         | Manual                                  |
| Initial units required               | One (01)                                |
| Usage variant                        | Local 24 x 7                            |
| Monthly/ Daily Requirement           | Monthly                                 |
| Package KM                           | 3000 KM x 364 Hrs Per month             |
| Variant                              | Petrol Only                             |

|          |  |
|----------|--|
| Color    | White                                    |
| Model(s) | <b>Manufacturing of 2024 &amp; above</b> |

8.2. JERC reserves the right that the car, their precise model and make along with color (i.e., white) in premium sedan categories to be deployed shall be determined by the JERC in consultation with the successful bidder at the time of placing the final work order after the initial acceptance on GeM. The Service Provider shall supply the vehicle as per the precise specifications raised in the work order/ agreement.

8.3. **Driver Emoluments** : - The service provider shall be responsible for ensuring compliance with the provisions related to Labour Laws [Central/ Delhi State], payment of emoluments applicable to the semi-skilled category as per Minimum Wages Act applicable to Govt. of NCT of Delhi, Payment of Wages Act, PF, ESI Act, Payment of Bonus Act, Contract Labour [R&A] Act, Workmen Compensation Act, Motor Vehicle Act, Motor Transport Workers Act, 1961 etc. and any other relevant acts as applicable at present or in future during the tenure of the contract and as may be enforced from time to time. Onus of compliance of all the applicable Laws/ Acts/ Rules shall rest with the Service Provider only and buyer will not be liable in any manner. The service provider will submit their monthly bill to the buyer along with proper log book . The bidder should quote the price including the driver emoluments accordingly.

8.4. Vehicle for 24 by 7 use doesn't mean that the Driver shall be required or deployed for round the clock duty but signify that there may not be fixed duty hours for the driver like 8 am to 5 pm or so but that in case of necessity the driver may be used at any point of time during the 24 hours duration of a day as and when required and no extra charges would be paid for it. Hence the bidder should include the salary component of one driver only.

8.5. The JERC shall review the extra KM travelled month wise and will be considered cumulatively on quarterly basis. The JERC shall compensate the Service Provider for extra kilometres travelled, which will be reviewed quarterly for the contract. For example, extra kilometres shall be compensated for premium sedan upon travel beyond 9000 Km .

8.6. Actual Parking Charges will if any be payable along with the monthly bills, subject to proof of payment.

8.7. **Outstation Travel:** - The vehicles shall be used predominantly on local basis only, where the local travel would include areas covered under the NCR region defined by National Capital Region Planning Board, Ministry of Housing and Urban Affairs GOI. In the event the user travels outstation, extra per km charges shall be payable as per clause mentioned extra per km charges in GeM Service level Agreement beyond the ceiling of kilometres as mentioned at para 8.5 above.

#### 8.8. **PRICE VARIATION:** -

The Bidder shall indicate all the rates and amount carefully upon properly reading and understanding the formats/ measurement units indicated in GeM in Indian rupees only.

8.9. Variation (+/-) in fuel price may be allowed w.r.t to the price/cost as applicable from the date of award. The increase/decrease in average prices of fuel would be suitably compensated by taking an average of 10 KM/ LTR payable on per KM basis calculated as follows: -

$$\text{Revised rate of fuel} (- \text{minus}) \text{ rate of fuel at the time of award} \\ = \frac{10}{\text{actual monthly usage}} \times \text{actual monthly usage}$$

9. **Deductions/Penalties:** In case of non-compliance of the standards of the services to be provided as per this agreement, the buyer would be at liberty to levy such deductions and terminate the contract as per the conditions detailed out at **para 7 of the terms and conditions of GeM Standard Service Level Agreement.**

10. If any default arises other than para 9 above, the Competent Authority may decide the penalty up to @ 10% against the vendor bill.

11. In case the office of JERC is shifted to new location on the service provider shall continue the service of the deployment of the vehicle at the same/awarded rate during the contract period.

12. **The bidders are advised to submit relevant documents as listed below: -**

- i. Proof of having its registered office in Delhi/ NCR (self-attested). The distance of Bidder's office to the Buyer's HQ should not more than 100 Km. A screenshot of Google map measuring the distance between JERC HQ, Gurugram & Bidder office may be provided.
- ii. Proof of remittance of non-refundable tender processing fee of **Rs. 1,000/- (Rs. One Thousand Only)** to Joint Electricity Regulatory Commission as per clause 5.4. In case, the tender processing fee is not received till the closing date of the bid, the bid of the bidder shall not be entertained and summarily rejected.
- iii. Average Turnover in last 3 (three) financial years with copy of audited balance sheets. Exemption to the MSMEs, as per the norms.
- iv. Experience Certificate of providing vehicles to senior executives of Central Government/ State Govt. /PSUs/ Statutory Bodies/ other Government. (Copies of contracts). Exemption to the MSMEs, as per the norms.
- v. **Proof of fleet - Minimum of five (5) vehicles should be in the name of the bidder/service provider. (copy of registration of vehicle with self -certification should be enclosed).**
- vi. **An undertaking on the letter head of the bidder (must be submitted in the prescribed format attached at annexure-1) shall be requested for deployment of Maruti Ciaz Base or Upper Model vehicle in premium sedan category as tabulated in paragraph 1 -Scope of Work.**
- vii. Contact details (including mobile phone) of Single Point of Contact (SPOC) of the bidder.
- viii. The bidder participating in the bid shall be deemed to be not blacklisted/ de-registered/ debarred by any Government department/ Public Sector Undertaking/ Private Sector/ or any other agency for which the bidder has executed/ undertaken the works/ services during the last year(s). (self-attested documents required)

- ix. The JERC may waive any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation. The decision of the JERC with regards to the deviation being material or not shall be final and binding.
- 13. The evaluation of bid shall be done by the Evaluation Committee constituted by the Commission for the purpose and the evaluation decision shall not be subject to any challenge at any forum.
- 14. **Financial Evaluation:** The financial bids of only the shortlisted Bidders shall be opened. The proposal with lowest cost shall be awarded the contract. In case there is any tie in the rates, the bidder having the register office nearest to the premises of the buyer shall be given more weightage in the selection.
- 15. The JERC reserves the right to carry out capability assessment of the Bidders and the JERC's decision shall be final in this regard; and the bidder shall submit all necessary documentary evidence to establish that the Bidder meets the above qualifying requirements.
- 16. The decision of JERC shall be final and no representation of any kind shall be entertained.

AAO, JERC

**Self-Declaration by Bidder/Service Provider**

I \_\_\_\_\_ Proprietor /Partner/Director of M/s.-----is hereby certified that if the bid is successful awarded to my firm/company, we must deploy the vehicle of **Maruti Ciaz Base or Upper Model** as mentioned in scope of work at para 1 of Buyer additional terms & conditions. If we fail in the deployment of the vehicle after L1 award, the buyer reserves the right to take any appropriate action against the bidder/service provider.

(Signature with stamp of Bidder/Service Provider)