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**GOVERNMENT OF NATIONAL CAPITAL TERRITORY OF DELHI  
OFFICE OF THE CHIEF ELECTORAL OFFICER, DELHI  
KASHMERE GATE, DELHI-110006**

No.CEO/P&I/RENTING/2023-2024/

Date:

**Notice inviting tender for hiring of (20 nos.) non-electric AC vehicles for Delhi  
Legislative Assembly Election - 2025 AT CEO, HQ.**

**INSTRUCTIONS TO BIDDERS: -**

**1. GENERAL**

Name of Work:- Hiring of twenty (20 Nos.) Non-Electric AC Vehicles, Type – Sedan - 5 seater ( <b>Maurit Swift Dzire, Tata-Tigor, Honda Amaze etc.</b> )		Time
Estimated Cost	Rs. 24,00,000.00	
Earnest Money (EMD)	Rs. 1,20,000.00	
Performance Security Deposit	5 % of the bid value	
Bid Document Download Start Date	As per GeM Schedule	As per GeM Schedule
Last Date & Time for receipt of Bid	As per GeM Schedule	As per GeM Schedule
Last Date & Time for receipt of Physical submission of EMD	3.00 PM on the day fixed for opening of Technical bid as per GeM Schedule.	As per GeM Schedule
Opening of Technical Bid	As per GeM Schedule	As per GeM Schedule
Opening of Price Bid	After finalization of Technical bid	

- 1.1 The e-tender through GeM portal is invited for hiring of twenty (20 Nos.) Non-Electric AC Vehicles, Type – Sedan- 5 seater, (**Maurit Swift Dzire, Tata-Tigor, Honda Amaze etc.**) in the office of CEO, HQ, for various branches / Nodal officer cells during the DLAE - 2025 from the eligible and interested supplier etc.,

**2. ELIGIBILITY CRITERIA**

- 2.1. **The firms must have GST registration in India.**
- 2.2 The bidder should have the prior experience in renting and leasing of Non-Electric (AC/Non-AC) Vehicles during the period of last three years i.e Past three financial



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years ending March, 2024 and the current financial year i.e from 1<sup>st</sup> April, 2021 to till last date fixed for submission of Bid.

- 2.3 The firm must have completed one work (hiring Non-Electric (AC/Non-AC) Vehicles) costing not less than 80% of the estimated cost or two works (hiring Non-Electric (AC/Non-AC) Vehicles) costing not less than 50% of the estimated cost or three works (hiring Non-Electric (AC/Non-AC) Vehicles) costing not less than 40% of the estimated cost in last three year i.e. Past three financial years ending March, 2024 and current financial year i.e. from 1<sup>st</sup> April, 2021 to till last date fixed for submission of Bid, with Government / Semi Government/ Autonomous bodies/local bodies of Central / State/ UT Governments. The prospective bidder must submit the copy of the **work order / CRAC generated on GeM portal** in respect of above said works from the department concerned.
- 2.4 The average annual turnover of the bidder for last three financial year. i.e. 2021-22, 2022-23 and 2023-24 should not be below than Rs.15 lakhs. The bidder shall submit a **certificate from a registered Chartered Accountant (CA)** duly counter signed by the authorized signatory of the bidder in this regard.
- 2.5 The Bidder **should not have been Black listed or debarred** by any Central Govt. / State Govt./UT administrations /PSU/Autonomous Bodies in India due to poor performance at the time of submission of the bid.
- 2.6 The Technical Bid should consist of the following documents: -
- Self-attested copy of GST registration in India.
  - Self-attested copy of EMD or valid MSME / Start Up Exemption Certificate. (However, exemption shall be allowed only for the relevant category)
  - Self-Attested copy of the work orders / CRAC generated on GeM portal in support of experience criteria.
  - Self-attested copy of certificate from registered Chartered Accountant (CA) for average annual turnover of the bidder for last three financial year (2021-22, 2022-23 and 2023-24).
  - Undertaking on the letter head with effect that **individual / firm / company is not black listed / prosecuted by any Central / State Governments/UT administration/Statutory bodies/Autonomous organization/local bodies etc., or any court of law** and against any partner or share holder thereof directly or indirectly connection with or has any subsisting interest in business of firm / bidders.
- 2.7 **The selection procedure for the bid:** The financial bid will be evaluated on the basis of total price quoted for the supply of all items together , excluding GST and bid will be awarded to the lowest bidder for all items taken together.



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3. **Scope of work for hiring of Non-Electric AC Vehicle along with driver and fuel on rental basis**

- i. The scope of work includes all type of renting of 20 number of AC/Non-AC vehicles (Type – Sedan- 5 seater, (Mauriti Swift Dzire, Tata-Tigor, Honda Amaze etc.) **along with driver and fuel** at CEO, HQ or any other place decided by the competent authority during the period of work order.
- ii. The standard AC vehicles along with driver (having valid driving license) having knowledge of routes and traffic rules to be provided by the bidder, shall be of excellent quality & not older than three years.
- iii. The driver along with vehicle should report for duty as per the place and time communicated by the Deputy CEO(P&I) / Section Officer(P&I). In case of failure to report on duty at per time and place, the same will be liable for penal action (penalty).
- iv. The bidder has to ensure that the vehicle deployed should be filled up with sufficient fuel and have valid registration/fitness /insurance and permit at all time, to ensure hassle free use of the vehicles.
- v. The bidder is solely responsible for the proper repair and maintenance of vehicles during the period of hiring and ensure availability of vehicles at any time as per the requirement of Deputy CEO (P&I), Delhi.

4. **GENERAL TERMS & CONDITIONS:-**

- i. The Bidder shall deposit Bid Security (Earnest Money Deposit) for an amount of **Rs.1,20,000/- (Rs. On lakh twenty thousand Only)** in the form of an Account Payee DD/ Pay Order/ Fixed Deposit Receipt from a commercial bank, or Bank Guarantee in an acceptable form in favor of **“DDO, CEO, DELHI”**. The EMD shall be valid for 45 days beyond the bid validity ( as per GeM Schedule ).
- ii. **The EMD has to be submitted in physical form in the Office of Dy.CEO (P&I), CEO, Delhi-110006 on or before 3.00 PM on the day fixed for opening of technical bid (as per schedule of the bid.)**. The bid security is to be obtained from the bidders except Micro, Medium & Small Enterprises (MSMEs) as defined in MSE procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry Department and are eligible for exemption from submission of EMD as per the policy of GoI.
- iii. **The bid validity: 120 days from date of opening of the bid.**
- iv. Any Tender not accompanied by EMD / valid Exemption document shall be rejected.



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- v. The EMDs of the unsuccessful bidders will be returned to them after the finalization of the tender.
- vi. The EMD shall be forfeited if the bidder withdraws his bid during the period of Tender validity.
- vii. The EMD shall be forfeited if the successful bidder refuses or neglects to execute the work within the time frame specified by the Department.
- viii. The rates quoted by the bidders, should be inclusive of all taxes/charges, wages to drivers, permits fee, fuel, parking charges etc., but excluding GST.
- ix. The Price Bid should be submitted online by the bidder in GeM portal only.
- x. The rates quoted should be in Indian Rupees.
- xi. The lowest price quoted by the bidder will be considered on the basis of consolidated price for all the items taken together.
- xii. The authorized representatives of the Department will open the Pre-qualification/ Technical Bids in the presence of the Bidders or of their representatives who choose to attend at the appointed place and time.
- xiii. Conditional bids will be summarily rejected.
- xiv. Financial bids of only the technically qualified bidders will be opened for evaluation.
- xv. The successful bidder shall be required to furnish a '**Performance Security**' within seven days of receipt of 'Letter of Offer' for an amount of **5 % of the bid value** in the form of an Account Payee DD/ Pay Order/ Fixed Deposit Receipt from a commercial bank, or Bank Guarantee in an acceptable form in favor of "**DDO, CEO, Delhi**". The Performance Security shall remain valid for a period of sixty days beyond the date of completion of all obligations. In case the work order is extended further, the validity of Performance Security shall also be extended by the bidder accordingly.
- xvi. The bidder is expected to examine all instructions, Forms, Terms and Conditions in the Tender document. Failure to furnish all information required by the Tender document or submission of a tender not substantially responsive to the Tender document in every respect will be at the bidder's risk and may result in rejection of his bid.

- xvii. **Bids must be submitted on GeM portal** only and not later than the date and time stipulated. The Department may, at its discretion, extend the deadline for submission of bids.
- xviii. Chief Electoral Officer, Delhi is not bound to accept the lowest or any bid and may at any time by notice in writing to the bidders terminate the tendering process.
- xix. Chief Electoral Officer, Delhi may terminate the work order if it is found that the agency is black listed on previous occasions by any of the Departments/Institutions/Local Bodies/Public Sector Undertakings, etc.
- xx. Notwithstanding anything to the contrary contained in the Tender document. Expressed or implied, the bidder shall remain at all times exclusively responsible to provide all materials, manpower and equipment that are needed to ensure that the work order obligations are fulfilled by the bidder to the satisfaction of the competent authorities.
- xxi. That the courts of Delhi/New Delhi shall have jurisdiction to entertain any application in respect of any proceeding under the work order, no other court of any other place shall have jurisdiction to entertain any such application or suit.
- xxii. That the bidder shall not under let, sublet, encumber, mortgage, assign or transfer their right and interest for sharing therein to any person directly or indirectly.
- xxiii. The approved rates of items will remain valid for a period of one year and further may be extended on same rate & term conditions on mutual consent of both parties.
- xxiv. Office of the Chief Electoral Officer, Delhi will not be responsible for salaries /wages, etc. payable by bidder to his/her employee/workers etc., However, the bidder shall ensure payment to its workman as per Minimum Wages Act.
- xxv. Legal disputes, if any; arises out of bid(s), shall be subject to the jurisdiction of the courts of Delhi only.
- xxvi. The Chief Electoral Officer, Delhi reserves the right to terminate the work order at any time if he/she is satisfied the bidder(s) has/have failed to fulfill the requisite obligation as per the terms & conditions of the work order. The decision of the Chief Electoral Officer, Delhi in this regard shall be final and binding.
- xxvii. Work not done satisfactorily would be recorded and rejected for payment. Reasons for rejection would also be recorded.





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- xxviii. Bids without EMD and required documents and submitted after the due date and time for the submission of bids will not be considered.
- xxix. The bidder will not be allowed/permited to alter or modify the bids after the expiry of the time for the submission / receipt of bids.
- xxx. No other charges will be paid for the vehicles supplied under any circumstances.
- xxxi. No representation for enhancement of rates once accepted will be entertained.
- xxxii. The selected bidder should start supply the items within seven days of placing of work order and after that as per the requirement of Dy. CEO (P&I), Delhi.
- xxxiii. The vehicles supplied should confirm the minimum specification as given in this tender.
- xxxiv. No benefit shall be given for the higher specifications justifying the higher price.
- xxxv. The dispute if any between the bidder and CEO office will be settled at the concerned District and Session Court, Delhi and the work order/ tender will be interpreted under Indian laws.
- xxxvi. The bidder should not indulge or engage directly or indirectly in any corrupt, fraudulent, undesirable, restrictive practices and maintain probity in respect of this tender. If such practices come to the notice of CEO office in future, the bid submitted by the bidder will be rejected and such bidder will be black listed / debarred from participating the tenders floated by CEO Office for a period of five years. The bidder should submit the financial bid as per the format given in GeM portal only.
- xxxvii. Canvassing, whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the bidders who resort to canvassing will be liable to rejection
- xxxviii. The bidder shall be solely responsible for all consequences arising out of the bid submitted by him (including any wrongful bidding) and no complaint/ representation will be entertained in this regard by the CEO Office. Hence bidders are cautioned to be careful to check the bid amount and alter/rectify their bid if required before confirming the bid submitted.
- xxxix. In case the L1 bidder fail to perform the work satisfactorily, the work shall be carried out through the next successful bidder or from the open market as the case may be, at the cost and risk of the L1 bidder

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**5. Penalties:**

- (i) Penalty shall be Rs.500/- per day, per fault of late reporting/misbehavior by the driver.
- (ii) Penalty shall be Rs. 1000/- per vehicle per day, in case of failure to provide the vehicle as per the requirement of Dy. CEO (P&I).
- (iii) Penalty for not providing substitute vehicle, Rs.2000/- per day per vehicle plus actual hire charges from other sources.

**6. Payments**

- (i) No advance payment will be made. Payment will be made on monthly basis after submission of bill.
- (ii) Payment will be released by the CEO, Delhi based on the quantity supplied at the site, and the same has to be verified by the concerned officers appointed by the CEO, Delhi.
- (iii) It shall also be the responsibility of the bidder to submit the bill (in triplicate) along with duty-slip duly verified by authorized person from department for payment.
- (iv) Payment will be made after deduction TDS/GST/Income Tax, as per rule.

**7. Force Majeure**

- 1. The successful Bidder shall not be liable for forfeiture of its Performance Bank Guarantee, Liquidated Damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the work order is the result of an event of Force Majeure.
- 2. For purposes of this clause, "Force Majeure" means an event beyond the control of the bidder and not involving the Bidder's fault or negligence, and not foreseeable. Such events may include but are not restricted to, acts of Government in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 3. If a Force Majeure situation arises, the Bidder shall promptly notify the authorized representative of the CEO, Delhi, in writing of such condition and the cause thereof. Unless otherwise directed by the authorized representative of the CEO, Delhi, in writing, the Bidder shall continue to perform its obligations under the work order as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.



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8. **Arbitration:**

In the case of dispute or difference the same will be redressed through mutual discussion and good faith, failing which the same shall be referred to the sole arbitration of any person nominated by the Chief Electoral Officer, Delhi, Government of NCT of Delhi. The award of the arbitrator so appointed shall be binding on the parties.

9. **Note of caution for the Bidders:**

- (a) The prospective bidders are advised to obtain all necessary information or query which may influence or affect their tender / bid from Dy.CEO (P&I). All prospective bidders shall be deemed to have full knowledge of the supply whether he/she seek query or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. Submission of a tender by a tenderer implies that he/she has read this notice and has made himself / herself aware of the scope and specification of the supply to be made.
- (b) The Bidders may encounter certain unforeseen problems such as time lag, heavy traffic, and system / power failure at the Bidders end. To avoid losing out on bidding because of above-mentioned reasons, it is advised not to wait for the last moment for submitting their bids



**Dy. CEO (P&I)**  
**Office of the CEO, Delhi**



### Format for Financial Bid (Price Breakup)

Note : The price break-up template must not be modified/replaced by the bidder. The format only for the purpose of information to the bidders. However, **Financial bid shall have to be submitted online only on the GeM Portal.**

**Financial Bid (Price Breakup) for Hiring of 20 Non-Electric Vehicles (AC) for Office of Chief Electoral Officer, Delhi, GNCTD, Old St.Stephen's College Building, Kashmere Gate, Delhi-110006.**

S. N.	Name of the Article	Rate per Month (30 days) per Unit (INR)	Estimated Quantity per month (30 days)	Total estimated quantity for 2.5 months	Total Amount (INR)
(i)	Rate for per Sedan Non-Electric (AC) vehicle for 100 KMs /12 hours per day		20	50	
(ii)	Rate for per extra hour		2000	5000	
(iii)	Rate for per extra KMs		10000	25000	
(iv)	Total amount including all incidental charges but excluding GST (Total (i)+(ii)+(iii)) in INR				
(v)	Total amount of applicable GST				
(vi)	Grand Total of (iv) +(v)				

#### Amount in word:

1. The lowest bidder will be determined on the basis of consolidated price for all above items taken together, excluding GST.
2. The rates should be inclusive of all taxes/charges such as fuel cost, wages, parking charges, taxes, tolls etc., but excluding GST.
3. In case of difference in amount quoted by words and figures, rate quoted in WORDS will be taken as final.
4. Any deviation from the above bid format, will lead to rejection of the bids altogether.

