

**OFFICE OF THE CHIEF ELECTORAL OFFICER, DELHI**  
**OLD ST. STEPHEN'S COLLEGE BUILDING,**  
**KASHMERE GATE, DELHI – 110006**

No. CEO/Admn/106(89)2008-2009/50709

Dated: 30/10/2015

**NOTICE INVITING TENDER**

Online tenders are invited under Two-bid system for hiring of drivers (Approx 7) on contract basis, required for this office to drive the Staff Cars Viz Maruti Esteem, Maruti SX-4, Maruti Dezire, Innova or other motor car for a period of one year, from Reputed Agencies/Firms having experience of at least three years in providing services in this field to Central Govt./State Govt. Deptt., PSUs/MNCs etc.

Tender documents completed in all respect, must be uploaded on the website <https://govtprocurement.delhi.gov.in> before last date & time of submission of tender.

The Schedule of tender is as under:-

| <b>SCHEDULE OF TENDER</b>                              |  |
|--|--|
| Tender ID  | 2015_CEO_92338_1                               |
| Name of tender   | Hiring of Drivers                              |
| Estimated Annual value of the work                     | Rs.12,00,000/-                                 |
| Date of Release of tender through e-procurement system | 30 <sup>th</sup> October,2015                  |
| Pre-bid meeting/conference                             | 6 <sup>th</sup> November, 2015 at 3.00PM       |
| Last date for submission of online tender              | 23 <sup>rd</sup> Novmber,2015 up to 12:00 Noon |
| Earnest Money Deposit required                         | Rs.25000/- (Rupees Twenty Five thousand)       |
| Last date of submission of EMD                         | 23 <sup>rd</sup> Novmber,2015 till 12.00 Noon  |
| Date of opening of technical bid                       | 23 <sup>rd</sup> Novmber,2015 at 1.00 PM       |
| Date of opening of financial bid                       | 24 <sup>th</sup> Novmber,2015 at 3.00 PM       |

**ELECTION OFFICER (P&I CELL)**  
**OFFICE OF THE CEO, DELHI**  
**Old St. Stephens' College Building,**  
**Kashmere Gate, Delhi**

**OFFICE OF THE CHIEF ELECTORAL OFFICER, DELHI  
OLD ST.STEPHEN'S COLLEGE BUILDING  
KASHMERE GATE, DELHI-110006**

**Terms & conditions for e-tendering for hiring of drivers on contract basis, required for office of the Chief Electoral Officer, Delhi for one year.**

Online tenders through Delhi Government's e-procurement platform are invited for hiring of drivers (approx 7) on contract basis for one year. The tender must be submitted online on the website <https://govtprocurement.delhi.gov.in> before the last date & time of submission of tender i.e. 23<sup>rd</sup> Novmber,2015 up to 12:00 Noon

**TERMS AND CONDITIONS**

1. The Tenderer should submit online Technical bid and Financial bid.
2. The tenderer should submit the tender in following two bids:
  - A. Technical Bid- It should contain the documents mentioned in the clause 3 of terms and conditions.(Annexure-I)
  - B. Financial Bid - It should have only price/rate quoted by the bidder.  
(Annexure-II)
3. The Bidder shall submit the following documents along with technical Bid:-
  - i ) Performa for Bidders particulars;(Annexure-I)
  - ii) Self attested copy of PAN Card under Income Tax Act;
  - iii) Self attested copy Service Tax Registration Number;
  - iv) Self attested copy of Valid Registration No. of the Company /Firm:
  - v) Self attested copy of Valid Provident Fund Registration No;
  - vi) Self attested copy of Valid ESI Registration No;
  - vii) Audited balance sheet for preceding three financial years showing minimum annual turnover of Rs.4,00,000/-(Rupees Four lakh) & above for manpower supply in each financial year duly authenticated by a registered Chartered Accountant.
  - viii) Proof of experience supported by documents from the concerned organizations;
  - ix) An Earnest Money/Bid Security of Rs.25,000/-(Rupees Twenty five thousand only ) in the form of Account Payee Demand Draft, Fixed Deposit Receipt in favour of DDO, Office of Chief Electoral Officer, Delhi.
  - x) An Undertaking of the effect that the Agency has not been blacklisted by any of the Department/Organizations/autonomous bodies/undertakings of the Govt. of India/Government of NCT of Delhi and no criminal case is pending against the said firm/agency,

- xi) Experience & Past performance on similar contracts for last three financial years in Govt. departments/PSU etc.
  - xii) A statement showing total number of drivers supplied by the agency during last three financial years
4. The bidder must have an experience and past performance of similar contracts for supply of drivers for at least three financial years in Govt. Departments /PSUs etc. Copies of orders should be submitted along with the tender.
  5. Earnest money / bid security will not be accepted in the form of Cash/Money order. The bid security shall remain valid for a period of three months. The EMD/Bid Security of Rs.25,000/- in the form of Account Payee Demand Draft, Fixed Deposit Receipt in favour of DDO, office of Chief Electoral Officer, Delhi, must be submitted physically in Room No.7, P&I Cell of this office before 12.00 Noon on 23.11.2015
  6. The tender must be submitted online on the website <https://govtprocurement.delhi.gov.in> before last date & time of submission of tender i.e. 23<sup>rd</sup> Novmber,2015 up to 12:00 Noon. Tenders will not be accepted if sent by post or any other medium, under any circumstances. Technical Bid of all the tenderer will be opened online on 23.11.2015 at 1.00 PM in the chamber of Addl. Chief Electoral Officer, office of Chief Electoral Officer, Delhi, Old St. Stephen's College Building, Kashmere Gate, Delhi in the presence of bidder or their authorized representatives, who wish to be present on the occasion along with respective authorization letter. The evaluation of Financial Bids of the technically qualified bidders shall be opened on 24.11.2015 at 3.00PM.
  7. The individual signing the tender form or any document forming part of the tender on behalf of Proprietor/Company/firm shall be responsible to produce an authenticated copy of the resolution passed by the Company, or Power of Attorney duly executed in his favour stating that he has the authority to bind other such persons of the firm as the case may be in all matters pertaining to the tender including the arbitration clauses. If subsequently, the person so signing fails to provide the said copy of resolution passed or Power of Attorney within a reasonable time, the Government, without prejudice to other civil and criminal remedies may cancel the tender and hold the signatory liable for all costs and damages. In case of registered or unregistered Partnership firm, all the partners should sign the tender. In case any person signs the agreement on behalf of any limited company he will produce letter of authority /resolution passed by firm/company empowering him to sign the agreement on behalf of the company or firm.

8. Each and every document up-loaded along with bid should be signed by the Prop./partner/Authorized signatory (in case Pvt. Ltd. firm) and same should be up-loaded along with bid.
9. Any person who is in Government service or an employee of the Department should not be made a partner to the contract, by the tenderer directly or indirectly in any manner whatsoever.
10. The rates quoted should be inclusive of all taxes/ levies/duties but excluding Service Tax. Services tax shall be paid as per government rules applicable from time to time.
11. The Purchase Committee nominated by the Competent Authority to assess eligibility will carry out the evaluation of the bids.
12. The rates shall be valid for one-year with effect from the date of acceptance of the tender and may be extendable, if required, by mutual agreement for a period not more than one year on same terms and conditions, however the wages, ESI, PF and Service tax shall be applicable as per prevalent government rules.
13. Successful bidders/tenderers will have to submit Performance Security of Rs.60,000/- in the form of Account Payee Demand Draft, Fixed Deposit Receipt/Bank Guarantee from a commercial bank in favour of DDO, office of Chief electoral Officer, Delhi, Along-with a signed contract/agreement in format given in Annexure-III on Stamp paper of Rs.100/- (paid by tenderer) within 07 days from the date of finalization of the tender to provide drivers at the approved rates up to the validity of tender. The earnest money draft submitted along-with tender document will be returned by the department on receipt of said performance security and duly signed contract/agreement for providing drivers. The performance guarantee shall remain valid for a period of sixty days beyond the date of completion of all contractual obligation of the tender or service provider including warranty obligations.
14. The tenderer shall provide the drivers within a week from the date of receipt of the order or as desired in the order, failing which EMD as well as Performance Security submitted by the firm shall be forfeited.
15. The Department reserves the right to cancel the tender or to withhold payment in the event of non-commencement or unsatisfactory performance by the tenderer. In such eventuality, the Department further reserves the right to get the work done from open market at the cost of the contractor. Tenderer may be black listed by the Government for a period of three years to participate in any type of tender & his security money shall also be forfeited.

16. If any information furnished by tenderer is found to be incorrect or false at any time, the tender will be liable to be terminated without any notice and the security deposit is liable to be forfeited including black listing of agency.
17. The Department reserves the right to terminate the tender at any time without assigning any reason.
18. The tenderer shall indemnify the Department against all damages/charges and expenses for which the Government may be held liable to pay on account of the negligence of the tenderer/drivers provided by him or any person under his control whether in respect of accident, injury to the person or damages to the property of this department or any member of the public or any person or in executing the work or otherwise and against all damages and demands thereof.
19. In the event of any dispute arising out in connection with the interpretation of any clause in the terms & condition of the tender agreement, or otherwise the matter shall be referred to the Arbitrator nominated by the Chief Secretary, Delhi. The Courts at Delhi/New Delhi shall have the exclusive jurisdiction in connection with any dispute/litigation arising out of this tender.
20. Willing Agencies/firms are requested to visit website <https://govtprocurement.delhi.gov.in> for detailed information and may inquire at phone No.011-23988865 with the Election Officer (P&I) , CEO Office for any clarification. For assistance in filing tender on above website, the bidder may also contact Helpdesk at 6<sup>th</sup> Floor, Vikas Bhawan II, Upper Bela road, Delhi-110054. A pre-bid conference will be held 06.11.2015 at 3.00 PM in the chamber of Addl. CEO, O/o CEO, Delhi, for clarifying issues regarding tender, if any.
21. The estimated requirement of drivers in this department is 07(Seven). However, the number of drivers may vary according to the requirement of the department/organization from time to time
22. In the event of specified date of opening of tender is declared as a holiday, the tender shall be opened at the same place and same time on next working day.
23. The department reserves the right to accept or reject any or all quotations without assigning any reasons.
24. The contractor shall not replace the drivers at random. This shall be done with the prior approval of the department and full particulars of personnel so deployed shall be given to department immediately.

25. The contractor shall be liable to make substitute arrangements in case of the absence of the driver. Similarly, the contractor shall have to make substitute arrangements in case of the weekly offs, and no extra payment shall be payable on this account. No leave shall be permitted to the drivers unless the Contractor provides suitable substitute without any extra payment.
26. The duty of the driver will be six days in a week. The drivers may be called on holidays also if required. Duty hours shall be determined by the department/Government as per requirement and necessity.
27. The contractor shall comply with all the statutory provisions as laid down under various Labour Laws/Act/Rules like Minimum Wages, Provident Funds, ESI, Delhi Shops and Establishment Act, Bonus, Gratuity, Contract Labour (R&A) Act, Delhi Works Contract Act and other labour Laws/Act/Rules in force from time to time at its own cost. In case of violation of such statutory provisions under Labour Laws and/or any other laws applicable, by the Contractor, there will not be any liability on part of Department/Government. The contractor must submit, along with monthly bills the proof of having deposited Service Tax/PF/ESI or any other government dues with the concerned authorities.
28. Service tax should be paid as applicable by Government from time to time. The bid which does not give the bifurcations of total charges in given format in Price Bid (Annexure-II) shall summarily be rejected. The bid should comply with the government rules and regulations relating to minimum wages and other labour laws, failing which it will be summarily rejected
29. No enhancement (except minimum wage, ESI and PF as per Government Rules) will be considered during the contract period.
30. The contractor shall provide the drivers as required by the office of CEO, Delhi. The driver must possess the valid commercial license with three years' experience and should be 21-45 years of age.
31. The drivers supplied shall be responsible for up keeping, maintenance, cleaning and servicing of vehicle on day to day basis. The driver shall also be responsible to maintain and up-date log book and fuel records of the vehicle on daily basis. In case of any default, the erring driver shall be immediately removed by the department.
32. The contractor shall provide list of drivers along with details of their DOB, Driving License, Contract Number and Residential address along with proof thereof even in case of change of drivers in between , if any.

33. The Department/Government will be under no legal obligation to provide employment to any of the driver of the contractor after expiry of tender/agreement/contract period and the Department/Government recognizes no employer-employee relationship between Department/Government and the personnel deployed by the contractor.
34. The Department/Government shall not be responsible financially or otherwise for any injury to the driver in the course of performing the functions/duties as per this tender.
35. The Department/Government shall not pay any over time allowance (OTA) to the drivers provided by the Contractor in any case. The hiring of drivers from firm shall be purely on outsourcing basis and no claim shall be admissible as per staff car rule of said hiring.
36. The Contractor will have to provide the replacement of Driver in case of any eventuality. The Department has the right to ask the Contractor for removal of any Driver, who is not found competent or disciplined.
37. The payment towards the contract will be made on monthly basis to the contractor only . For this purpose the contractor will have to submit bills in the name of Chief Electoral Officer, Delhi along with the proof of depositing of PF/ESI/ ST in r/o the Drivers deployed in CEO Office.
38. The character and antecedents of the Drivers is to be got verified from the Police authority by the contractor and the same must be submitted to the department.
39. Medical fitness certificate in respect of the Drivers from a qualified MBBS Doctor must also to be submitted by the contractor to the Department.

**ELECTION OFFICER (P&I CELL)**

All the terms & conditions (Sl.No.1 to 39) are accepted and binding on me/us

(Signature of the Tenderer)  
(Rubber Seal)

**ANNEXURE-I****OFFICE OF THE CHIEF ELECTORAL OFFICER, DELHI  
OLD ST.STEPHEN'S COLLEGE BUILDING  
KASHMERE GATE, DELHI-110006****PERFORMA FOR TECHNICAL BID FOR HIRING OF DRIVERS ON CONTRACT  
BASIS FOR ONE YEAR**

Name of the firm : \_\_\_\_\_  
Address : \_\_\_\_\_  
Name & Address of Prop./ : \_\_\_\_\_  
Partner/Authorized signatory  
(in case of Pvt. Ltd. firm)

| S.N | Name of desired Documents   | Whether copy of desired certificate/documents are enclosed |
|-----|---|--|
| 1   | Valid Registration certificate of the Firm/Company (attach self-attested copy of the certificate)   |  |
| 2   | Valid PAN No. of the company/Firm( attach self attested copy of the PAN Card)   |  |
| 3   | Valid ESI No. of company/Firm (attach self attested copy of the certificate)  |  |
| 4   | Valid PF registration No. of company/Firm (attach self attested copy of the certificate)  |  |
| 5   | Valid Service Tax registration No. (attach self attested copy of the certificate)   |  |
| 6   | Pay order/Bank Draft for Rs.25,000/- in favour of DDO, Office of the Chief Electoral Officer, Delhi as Earnest Money.                     |  |
| 7   | Audited Balance Sheet showing minimum annual turnover of Rs.4,00,000/- and above for manpower supply, each year for the last three years. |  |
| 8   | Undertaking that their firm/agency is not declared black listed by any Govt./Authority/Department/Autonomous Body of state/Central Govt.  |  |
| 9   | Letter of Authorized Signatory  |  |
| 10  | Experience & Past performance on similar contracts for supply of drivers for last three financial years in Govt. departments/ PSU etc.    |  |
| 11. | A statement showing total number of drivers supplied by the agency during last three financial years.                                     |  |

This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves abide by them.

(Signature of tenderer)  
(Rubber seal)



**ANNEXURE – II**

**GOVT. OF NCT OF DELHI**  
**OFFICE OF THE CHIEF ELECTORAL OFFICER, DELHI**  
**OLD ST.STEPHEN'S COLLEGE BUILDING, KASHMERE GATE, DELHI-110006**

**Price- Bid**  
**Rate per driver per month to be quoted:-**

| <b>Sl. No</b> | <b>Designation</b> | <b>Wages</b>    | <b>Employer's Contribution towards ESI</b> | <b>Employer's Contribution towards PF</b> | <b>Service Charge</b> | <b>Any other charges / taxes etc. (excluding service tax)</b> | <b>Total charges per driver per month including all taxes/ duties/ levies , but excluding service tax (in Rs.)</b> |
|---------------|--------------------|-----------------|--|---|-----------------------|---|--|
|               |                    | <b>(in Rs.)</b> | <b>(in Rs.)</b>                            | <b>(in Rs.)</b>                           | <b>(in Rs.)</b>       | <b>(in Rs.)</b>   |  |
|               | (1)                | (2)             | (3)  | (4)                                       | (5)                   | (6)   | (7)<br>Sum of<br>2+3+4+<br>5 +6  |
| 1.            | Per Driver         |                 |  |   |                       |   |  |

**Note :-**

1. Service tax shall be paid as applicable by Government from time to time.
2. The bid which does not give the bifurcations to total charges in above format shall summarily be rejected.
3. The bid should comply with the government rules and regulations relating to minimum wages and other labour laws, failing which it will be summarily rejected.

## **ANNEXURE-III**

### **AGREEMENT**

This agreement is made at New Delhi on ..... Day of .....2015 for a period of one year from the date of signing of this agreement between the President of India, represented by **THE CHIEF ELECTORAL OFFICER, DELHI, OLD ST. STEPHEN'S COLLEGE BUILDING, KASHMERE GATE, DELHI- 110006** herein after referred to as "First Party" which expression shall unless excluded by or repugnant to the context be deemed to include his/her successor in office and assigns on the one part

And

M/s \_\_\_\_\_ through its Proprietor/Partner/Director \_\_\_\_\_ which expression shall unless excluded by or repugnant to the context shall include his representative administrator, executives and assign on the second party.

WEREAS the office of the **Chief Electoral Officer, Delhi** Old St. Stephen's College Building , Kashmere Gate, Delhi-110006 Govt. of National Capital Territory of Delhi required drivers on hiring basis to run the official vehicles of the office of the Chief Electoral Officer, Delhi.

AND WHEREAS M/s \_\_\_\_\_ has agreed to provide the drivers @ Rs. \_\_\_\_\_/- PM per Driver inclusive of all taxes /duties/levies , but excluding services tax (which will be paid as applicable by government from time to time) , for a period of one year from the date of signing of this agreement as per requirement.

### **SCHEDULE OF THE AGREEMENT**

During the currency of the agreement, the department is at liberty to add or delete the number of drivers if so warranted. In case additional drivers are required it will be done on already agreed and settled rated for the main contract.

## **TERMS AND CONDITIONS**

1. The second party shall truly and faithfully carry on the said job as is done by the service provider in proper manner for whole period of one year.
2. The Second Party shall provide 3 years experienced certificate, valid commercial license holder drivers of 21-45 years of age in the office of the Chief Electoral Officer, Delhi. The drivers will be attached with the senior officers. The duty of the driver will be six days in a week. The drivers may be called on holidays also if required. Duty hours shall be determined by the department/Government as per requirement and necessity. No over time shall be claimed for extra hours of work. In case of emergency, the drivers have to attend the office on holidays and even public holidays. If the drivers are on leave, substitute drivers will be provided by the second party. In any circumstances, the vehicles attached with the drivers will not be let without driver.
3. No enhancement (except minimum wage, ESI and PF as per Government Rules ) will be considered during the contract period.
4. The second party shall not assign this agreement to any other party.
5. The second party will provide the driver under the acknowledgement of the firm and will abide the orders of the officer appointed by the competent authority. The drivers will abide by the orders of the Competent authority.
6. The rates shall be valid for one-year with effect from the date of Agreement and may be extendable, if required, by mutual agreement.
7. If any information furnished by second party is found to be incorrect or false at any time, the tender will be liable to be terminated without any notice and the security deposit is liable to be forfeited.
8. The second party shall not replace the drivers at random. This shall be done with the prior approval of the department immediately.
9. The second party shall comply with all the statutory provisions as laid down under various Labour Laws/Act/Rules like Minimum Wages, Provident Funds, ESI, Delhi Shops and Establishment Act, Bonus, Gratuity, Contract Labour ( R & A) Act, Delhi Works Contract Act and other Labour Laws/Act/Rules in force from time to time at its own cost. In

case of violation of such statutory provisions under Labour Laws and/ or any other laws applicable, by the contractor, there will not be any liability on part of Department/Government.

10. The Contractor/Second Party shall deposit performance security within 7 days of receipt of 'Letter of Offer' for an amount of Rs. 60,000/- in the form of an account payee DD, Fixed Deposit Receipt from a commercial bank, or Bank Guarantee from a commercial bank in favour of DDO, office of Chief Electoral Officer, Delhi. The performance guarantee shall remain valid 60 days beyond the contract period.
11. The department will be under no legal obligation to provide employment to any of the drivers employed by the Contractor after expiry of tender/agreement/contract period.
12. The department reserves the right to terminate the contract at any time without assigning any reason. The tender/contract/agreement shall come to an end without prejudice to any right remedy that may be accrued to the contractor.
13. All the terms and conditions of the tender document shall be binding on the contractor. If any terms and condition is violated by the contractor, the performance security shall be forfeited, besides blacklisting may be done.

### **INDEMNITY**

The service provider shall provide indemnity to the department for any illegal acts carried out by the manpower (Driver) supplied. The service provider shall be the employer for all purposes in respect of the manpower (driver) so provided and he shall be responsible for and shall ensure implementation of labour and industrial laws etc and to pay the salary latest by 10<sup>th</sup> of the following month to his employees deployed in the department. He will bear any liability arising out his failure to implement any of the legal provisions.

### **PAYMENT TERMS**

The payment towards the contract will be made on monthly basis to the contractor. For this purpose the second party will have to submit bill in the name of first party and payment shall be made by it within 30 days from the receipt of bill.

**ARBITRATION**

In the event of any question, dispute or differences arising between the parties relating to the interpretation and application of the provision of the provision of this agreement, such disputes or differences will be resolved amicably with the mutual consultations and on failure to do so shall be referred to the arbitration to the nominee of Chief Secretary, Delhi. The decision of the arbitrator to the nominee of Chief Secretary, Delhi. The decision of the Arbitrator to the agreement in this regard shall be final and binding upon both the parties.

The parties shall continue to perform their obligations under this agreement during arbitration proceedings. The location for arbitration will be within NCT of Delhi. Any dispute shall be subject to exclusive jurisdiction of Delhi Courts.

**THE AGREEMENT**

This document signed by both the parties shall constitute the entire agreement binding on both the parties. All the terms and conditions of tender document shall form part of this agreement.

This agreement has been executed in the English Language in two originals and each party has retained one original. In witness whereof each of the parties hereto has caused this agreement to be executed as on the day, the month and the year first above written.

Signature of the Contractor  
(Second Party)  
With seal

**Witness:**

Name \_\_\_\_\_

Address \_\_\_\_\_

**Witness:**

Name \_\_\_\_\_

Address \_\_\_\_\_

For and on behalf of the President of India

(Department)  
First Party  
With seal