

**OFFICE OF THE CHIEF ELECTORAL OFFICER, DELHI
GOVT. OF NATIONAL CAPITAL TERRITORY OF DELHI
OLD ST. STEPHEN COLLEGE BUILDING,
KASHMERE GATE, DELHI-110006**

NOTICE INVITING TENDER FOR HIRING OF VEHICLES

Online tenders are invited under Two-bid system from reputed transporters/fleet owners having capacity to supply 10-15 number of non AC commercial vehicles(cars) like Indica/Maruti Wagon R & 10-15 number of AC Vehicles(cars) like Swift Dzire/Toyota Etios/Innova etc. on hire on daily/monthly basis for the use of office of Chief Electoral Officer, Delhi Old. St. Stephen's College Building, Kashmere Gate, Delhi-110 006 for a period of one year on contract/outsourcing basis through **e-tendering**. The bids may be uploaded online (e-tendering) on website <https://govtprocurement.delhi.gov.in> .

The schedule of tender is as under:

S.No.	Name of the tender	Estimated value of the work	Date of release of tender through e-procurement system	Last date & time for submission of online tender	Earnest money deposit required	Time & date for online opening of tender
1.	Hiring of vehicles	24,30,000	18/09/2013	26/09/2013 at 2.00 P.M	Rs.50,000 (Rs. Fifty Thousand only)	Technical bid on 26/09/2013 at 3.00 pm & price bid on 26/09/2013 at 4.00 pm

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

TERMS AND CONDITIONS FOR THE TENDER FOR THE AWARD OF CONTRACT FOR HIRING 10-15 NON AC COMMERCIAL VEHICLES (CARS) LIKE INDICA/MARUTI WAGON-R & 10-15 NUMBER OF AC VEHICLES (CARS) LIKE SWIFT DZIRE/TOYOTA ETIOS/INNOVA ETC. ON DAILY/MONTHLY BASIS FOR OFFICE USE IN THE OFFICE OF THE CHIEF ELECTORAL OFFICER, DELHI, OLD ST. STEPHEN'S COLLEGE BUILDING, KASHMERE GATE, DELHI-110 006.

Online tenders are invited from reputed transporters/fleet owners having capacity to supply the required numbers of vehicles on contract/outsourced basis for the use of office of Chief Electoral Officer, Delhi Old. St. Stephen's College Building, Kashmere Gate, Delhi-110006 for a period of one year on contract basis. The prospective bidder may quote the rates in the format provided at Annexure-III. Bidder shall quote the rates in Indian Rupees for the entire contract on a 'single responsibility' basis such that the Tender price covers contractor's all obligations mentioned in or to be reasonably inferred from the Tender document in respect of the hiring of vehicles at Office of Chief Electoral Officer, Delhi. Incomplete or conditional tender will be summarily rejected. Late bids will also not be entertained.

During the period of contract, the rates will not be revised every time with the revision of any taxes by the Government of NCT of Delhi or by the Government of India. The prospective bidder may quote the rates accordingly taking into consideration of this aspect. The columns shall be clearly filled in. The tenderer should quote the number, rates and amount tendered by him/them in figures and as well as in words. Alterations, if any, unless legibly attested by the tenderer shall disqualify the tender. The tenderer shall take care that the rate and amount may be written in such a way that interpolation is not possible.

No blanks should be left which would be otherwise made the tender liable for rejection.

1. The contract shall be valid for a period of one year from the date of acceptance of the contract. The Department reserves the right to curtail or to extend the validity of contract on the same rates and terms and conditions at the discretion of the Department.
2. All registered agencies who are providing similar kind of services for last three consecutive years and having annual average turnover of Rs. 30,00,000/- during the last three financial years in the books of accounts may submit the bids in the prescribed format.
3. The bidder should have 3 years experience of similar work in any of the Departments / Autonomous Institutions / Universities / Public Sector Undertakings of the Government of India or Government of NCT of Delhi or any other State Government or Public Sector Banks or Local Bodies/Municipalities/MNCs etc.
4. The contractor shall deposit Bid Security (EMD) physically in room no. 7, P&I Cell of this office for an amount of Rs. 50,000/- in the form of Account Payee DD, Fixed Deposit Receipt from a commercial bank, or Bank Guarantee from a commercial bank in favour of Chief Electoral Officer, GNCTD before the last date of submission of on line Tender.

5. The Bid Security will be forfeited in the following conditions:-
 - (a) If at any stage, any of the information/declaration given by the bidder is found false.
 - (b) If a bidder withdraws his bid during the period of bid validity specified in the terms and conditions of tender.
 - (c) In case of any lapse/default in honouring of the terms and conditions at any stage after submitting the tender.
 - (d) In case of final selection of bidder, if he fails to enter into the contract or fails to furnish Performance Security in accordance with the terms and conditions of the tender.
6. The firm whose tender is accepted shall deposit Performance Security for an amount of Rs. 1,50,000/- in any of the following forms within 07 days from the date of issue of work order by the Department.

Performance Security may be furnished 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 Chief Electoral Officer, Delhi, GNCTD. Performance Security will remain valid for a period of sixty days beyond the date of completion of all contractual obligations. No interest will be payable on this amount. The contract will be signed only after furnishing the Performance Security. In case of breach of contract by the contractor, the Performance Security shall be forfeited by the Government and the firm shall be blacklisted in addition to the termination of the contract.
7. 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.
8. The vehicles should be in good running conditions. The vehicles provided should not be older than three years.
9. In case of breakdown of any vehicle, the contractor shall replace the breakdown vehicle within one hour failing which Chief Electoral Officer, Delhi has the right to hire vehicle from any other sources at the expense of the contractor.
10. The contractor shall provide names, addresses and mobile numbers of the drivers along with their driving license number and copies within one week of the award of the contract.
11. The contractor shall not deploy any driver who has not completed eighteen years of age. The contractor shall comply with all the statutory provisions as laid down under various Labour Laws/Acts/Rules like Minimum Wages, Provident Funds, ESI, Bonus, Gratuity, Contract Labour Act and other Labour Laws/Acts/Rules in force from time to time at his own cost. In case of violation of any such statutory provisions under Labour Laws or any other law applicable by the Contractor, there will not be any liability on the Department.
12. The Department will be under no legal obligation to provide employment to any of the personnel of the contractor during the period of agreement and after expiry of agreement period and the Department recognizes no employer-employee relationship between the Department and the personnel deployed by the contractor/agency.

13. Any person who is in Government service or an employee of this Department should not be made partners to the contract by the contractor directly or indirectly in any manner whatsoever.
14. The contractor shall indemnify the Department against all other damages/charges for which the Government/Department may be held liable or pay on account of the negligence of the contractor or his staff or any person under his control whether in respect of accident/injury to the person or damages to the property of any member of the public or any person or in executing the work or otherwise and against all claims and demand thereof. The Department shall not be responsible financially or otherwise for any injury to the driver or person deployed by the contractor during the course of performing the duties.
15. The Department reserves the right to terminate the contract without assigning any reason by giving the notice of 30 days to the contractor.
16. Vehicles provided to the Department should bear commercial Taxi Cab Registration Numbers & should have been essentially registered in Delhi and also should have comprehensive insurance and Drivers so provided with the vehicles shall have commercial LMV Driving License and Badges. The copy of the registration certificate of Commercial vehicle will be provided by the Contractor before deployment of vehicles.
17. The vehicles should conform to the Pollution norms prescribed, if any, by the Transport Department of Government of NCT of Delhi.
18. The contractor shall provide vehicles as per requirement of the Department including public holidays, Saturdays and Sundays.
19. The vehicle and Driver shall remain available all the time as per Duty Roster and shall not leave place of duty without prior permission.
20. The contractor shall be responsible for total maintenance of the vehicles provided by him. All the vehicles provided should be in good running condition and should not be more than three years old.
21. In case of breakdown of any vehicle, the contractor shall replace the breakdown vehicle within one hour failing which the Department has the right to hire vehicle from any other sources at the expense of the contractor.
22. Operation and function of vehicles and Drivers shall be governed by Motor Vehicles Act/Motor Vehicles Rules and Delhi Motor Vehicles Rules and these shall be the responsibility of the contractor.
23. **The mileage as well as time shall be calculated from the initial pick up point of the day. The closing time and mileage shall be the last destination where the official journey ends for the day.**
24. No advance payment will be made.
25. Duty Slips/Movement Slips will be signed by the officer with whom the vehicles are attached for duty on day to day basis. No duty slip shall be entertained unless and until the same is certified/verified by the concerned officer.
26. The contractor will maintain separate log books for each vehicle which will also be verified/countersigned by the concerned officer.
27. The bills in triplicate should be made date-wise by the contractor and should be submitted to the P & I Branch of the Department on monthly basis.
28. The contractor while raising the bill should clearly mention that the rate charged/quoted are for petrol or diesel or CNG run vehicle.

29. The Department will deduct Income Tax at source under Section 194-C of Income Tax Act from the contractor at the prevailing rates of such sum as income tax on the income comprised therein.
30. The Department reserves the right to vary the numbers of vehicles hired as per actual requirement.
31. The prospective bidder shall upload the following documents along with their Technical bids:-

TECHNICAL BIDS

- (a) Self attested copy of PAN card under Income Tax Act;
 - (b) Self attested copy of Service Tax Registration Number;
 - (c) Self attested copy of Valid Registration No. of the Agency/Firm;
 - (d) Self attested copy of Valid Provident Fund Registration No.;
 - (e) Self attested copy of Valid ESI Registration No.;
 - (f) Proof of average annual turnover of last three financial years as stated in clause 2 supported by audited Balance Sheet;
 - (g) Proof of experience as stated in Clause 3 supported by documents from the concerned organizations;
 - (h) Bid Security of Rs. 50,000/- (in the form of Bank Guarantee/FDR/DD DD issued by any scheduled commercial Bank in favour of CEO, GNCTD.
 - (i) List of vehicles along with photocopy of their RCs/Fitness and Permit owned by the Contractor;
 - (j) Terms and Conditions duly accepted/signed with the stamp of the prospective bidder.
 - (k) An undertaking to the effect that the Agency has not been blacklisted by any of the Departments/Organizations of the Government of India/Government of NCT of Delhi and no criminal case is pending against the said firm/agency;
 - (l) Information as per Annexure (I &II).
32. Financial Bids will be open only of those tenderer found successful in Technical Bid.

FINANCIAL BID

- (a) Rates in the prescribed format as given in e-procurement (Annexure - III).
- (b) The price quoted should be inclusive of all taxes.

(33) **PENALTIES**

- (1) For non-providing of vehicle in time: Rs.200/- per hour of delay.
- (2) For not providing vehicles: Rs.2500/- per default per day or actual hire charges from other sources, whichever is higher.
- (3) On misbehavior by the Driver: Rs.500/- per default.
- (4) In case of breach of contract by the contractor, the Performance Security shall be forfeited by the Government and/or the firm shall be blacklisted in addition to termination of the contract in question. The right of action will rest with the Chief Electoral Officer, Delhi.

34. In the case of dispute or difference arising out of, or in a way concerning the agreement shall be referred to the sole arbitration of any person nominated by the Chief Secretary, Delhi, Government of NCT of Delhi. The award of the arbitrator so appointed shall be final and binding on the parties.
35. Any dispute shall be subject the exclusive jurisdiction of Delhi Courts.

**ELECTION OFFICER (P&I)
OFFICE OF THE CHIEF ELECTORAL OFFICER
OLD ST. STEPHEN'S COLLEGE BUILDING,
KASHMERE GATE, DELHI-110006.**

AGREEMENT FOR HIRING OF VEHICLES
(on Rs. 100/- Stamp Paper)

This agreement is made on this day _____ BETWEEN the President of India through Chief Electoral Officer, Delhi, hereinafter called the "Department" which expression shall, unless excluded by or repugnant to the context, be deemed to include his successors in office and assigns of the one part AND_(name of the agency _____) (hereinafter called the contractor) through their proprietor _____ hereinafter called the "Contractor" which expression shall, unless excluded by or repugnant to the context, be deemed to include their successors, executors, administrators, heirs, legal representatives and assigns of the other part.

The contractor has agreed to provide the following vehicles on the following rates:-

Sl. No.	Make/Model of the vehicle AC/Non AC	Mode of Fuel	Rate per 08 hours/80 Kms. Per day	Rate in cases vehicle used more than 08 hours/80 Kms. Per day	
				Per Extra Hr.	Per extra KM
1					
2					
3					
4					

(Rates are inclusive of all Taxes)

1. The contract is valid for a period of one year from the date of acceptance of contract. The Department reserves the right to curtail or to extend the validity of contract on the same rates and terms and conditions at the discretion of the Department.
2. The contractor shall deposit Performance Security for an amount of Rs.1,50,000/- in any of the following forms. Performance Security may be furnished 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 CHIEF ELECTORAL OFFICER, Delhi, GNCTD. Performance Security will remain valid for a period of sixty days beyond the date of completion of all contractual obligations. No interest will be payable on this amount.

3. The vehicle and drivers provided by the contractor shall work under the overall supervision of this Department.
4. The contractor shall provide names, addresses of the drivers along with their driving licence number and copies within one week of the award of the contract.
5. 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.
6. In case of breakdown of any vehicle, the contractor shall replace the breakdown vehicle within one hour failing which Chief Electoral Officer, Delhi has the right to hire vehicle from any other sources at the expense of the contractor.
7. The contractor shall provide names, addresses of the drivers along with their driving licence number and copies within one week of the award of the contract.
8. The contractor shall not deploy any driver who has not completed eighteen years of age. The contractor shall comply with all the statutory provisions as laid down under various Labour Laws/Acts/Rules like Minimum Wages, Provident Funds, ESI, Bonus, Gratuity, Contract Labour Act and other Labour Laws/Acts/Rules in force from time to time at his own cost. In case of violation of any such statutory provisions under Labour Laws or any other law applicable by the Contractor, there will not be any liability on the Department.
9. The Department will be under no legal obligation to provide employment to any of the personnel of the contractor after expiry of agreement period and the Department recognizes no employer-employee relationship between the Department and the personnel deployed by the contractor/agency.
10. Any person who is in Government service or an employee of this Department should not be made partners to the contract by the contractor directly or indirectly in any manner whatsoever.
11. The contractor shall indemnify the Department against all other damages/charges for which the Government/Department may be held liable or pay on account of the negligence of the contractor or his staff or any person under his control whether in respect of accident/injury to the person or damages to the property of any member of the public or any person or in executing the work or otherwise and against all claims and demand thereof. The Department shall not be responsible financially or otherwise for any injury to the driver or person deployed by the contractor during the course of performing the duties.
12. The Department reserves the right to terminate the contract without assigning any reason by giving the notice of 30 days to the contractor.
13. The vehicles provided by the contractor should bear commercial Taxi Cab Registration Numbers & should have been essentially registered in Delhi and also should have comprehensive insurance and Drivers so provided with the vehicles shall have commercial LMV Driving Licence and Badges.
14. The vehicles should conform to the Pollution norms prescribed, if any, by the Transport Department of Government of NCT of Delhi.
15. The contractor shall provide vehicles as per requirement of the Department including public Holidays, Saturdays and Sundays.

16. The vehicle and Driver shall remain available all the time as per Duty Roster and shall not leave place of duty without prior permission.
17. The contractor shall be responsible for total maintenance of the vehicles provided by him. All the vehicles provided should be in good running condition and should not be more than three years old.
18. Operation and function of vehicles and Drivers shall be governed by Motor Vehicles Act/Motor Vehicles Rules and Delhi Motor Vehicles Rules and these shall be the responsibility of the contractor.
19. **The mileage as well as time shall be calculated from the initial pick up point of the day. The closing time and mileage shall be the last destination where the official journey ends for the day.**
20. No advance payment will be made.
21. Duty Slips/Movement Slips will be signed by the officer with whom the vehicles are attached for duty on day to day basis. No duty slip shall be entertained unless and until the same is certified/verified by the concerned officer.
22. The contractor will maintain separate log books for each vehicle which will also be verified/countersigned by the concerned officer.
23. The bills in triplicate should be made date-wise by the contractor and should be submitted to the P&I Branch of the Department on monthly basis.
24. The Department will deduct Income Tax at source under Section 194-C of Income Tax Act from the contractor at the prevailing rates of such sum as income tax on the income comprised therein.
25. The Department reserves the right to vary the numbers of vehicles hired.
26. The price quoted is inclusive of all Taxes.

27. **PENALTIES**

- (1) For non-providing of vehicle in time: Rs.200/- per hour of delay.
 - (2) For not providing vehicles: Rs.2500/- per default per day or actual hire charges from other sources, whichever is higher;
 - (3) On misbehavior by the Driver: Rs.500/- per default;
 - (4) In case of breach of contract by the contractor, the Performance Security shall be forfeited by the Government and/or the firm shall be blacklisted in addition to termination of the contract in question. The right of action will rest with the Chief Electoral Officer, Delhi.
28. In the case of dispute or difference arising out of, or in a way concerning the agreement shall be referred to the sole arbitration of any person nominated by the Chief Secretary, Delhi, Government of NCT of Delhi. The award of the arbitrator so appointed shall be final and binding on the parties.
29. Any dispute shall be subject the exclusive jurisdiction of Delhi Courts.

30. This document signed by both the parties shall constitute the entire agreement, binding both the parties. 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, month and the year first above written.

**Signature of the Contractor
(With Seal)**

1. Witness

Name: _____

Address _____

2. Witness

Name: _____

Address: _____

For and on behalf of the President of India

**(Department)
(with Seal)**

GOVERNMENT OF NCT OF DELHI
OFFICE OF THE CHIEF ELECTORAL OFFICER,
DELHI
OLD ST. STEPHEN'S COLLEGE BUILDING, KASHMERE
GATE, DELHI.

TENDER FORM FOR HIRING OF VEHICLES (CARS) FOR CEO,
OFFICE, DELHI.

1.	Names, address of firm/Agency and Telephone numbers	
2.	Registration No. of the Firm/Agency (if any)	
3.	Name, Designation, Address and Telephone No. of Authorized person of Firm/Agency to deal with.	
4.	Please specify as to whether Tender is sole proprietor or firm or company. Name and Address and Telephone No. of Directors/partners should be specified.	
5.	Copy of PAN card issued by Income tax Department	
6.	Provident Fund Account No.	
7.	ESI Number	
8.	Service Tax number	
9.	Details of Bid Security deposited:	
(a)	Amount Rs. _____	(Rupees in words _____ _____)
(b)	FDR No. or DD No. or Bank Guarantee in favour of (CEO, Delhi)	
(c)	Date of issue	
(d)	Name of issuing authority:	
10.	Annual average turnover of last three years	
11.	Declaration by the bidder: This is to certify that I/we before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves abide by them.	

(Signature of the bidder)
Name and Address (With seal)

ANNEXURE-II

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

READ NIT DOCUMENTS CAREFULLY BEFORE FILLING ONLINE
CHECK-LIST FOR PRE-QUALIFICATION BID AND INDEX PAGE

Sr. No	Documents asked for page number:- And also submit online.	Page no at which document is placed	For office use
1.	Bid Security (EMD) of Rs. 50,000/- (Rupees One lac only) in the form of FDR/DD/Bank Guarantee issued by any scheduled commercial bank in favour of Chief Electoral Officer, Delhi valid for 45 days beyond the Tender validity period.		
2.	Annexure-I of the tender form duly filled and signed.		
3.	Self –attested copy of the PAN card issued by the Income Tax Department with copy of Income-Tax Return of the last financial year.		
4.	Self attested copy of Service Tax Registration Number		
5.	Self attested copy of valid Registration Number		
6.	Self attested copy of valid provident Fund Registration Number		
7.	Self attested copy of valid ESI Registration Number		
8.	Proof of Annual average turnover of the last three years as clause 2 of NIT		
9.	Proof of experiences of last three financial years as specified in clause 3 of the NIT along with satisfactory performance certificates from the concerned employers.		
10.	Undertaking as per clause 31 (k) of NIT		
11.	All Annexure of the tender form duly filled and signed.		
12.	Any other relevant documents, if required		

Signature of the Bidder
(Name and Address of the Bidder)
Telephone No.

The e-tender website: <https://govtprocurement.delhi.gov.in/>

Seal of the firm/Agency
Signature of Bidder with Seal

ANNEXURE-III

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

PRICE BID FORMAT

S.No.	Make/Model of the Vehicle	Mode of Fuel	Rate of Journey per 08 hours/80 Kms. Per day	Rate in cases vehicle used more than 08 hours/80 Kms. Per day Extra per Extra KM per Hr.	
1.	Maruti Wagon R (Non AC)	CNG			
		LPG			
		PETROL			
		DIESEL			
2.	Maruti Eeco (Non AC)	CNG			
		LPG			
		PETROL			
		DIESEL			
3.	Indica (Non AC)	CNG			
		LPG			
		PETROL			
		DIESEL			
4.	Swift Dezire/ Toyota Etios/ Innova/Qualis (AC)	PETROL			
		DIESEL			
5.	Tata Indigo/ Honda City (AC)	PETROL			
		DIESEL			

(Rates are inclusive of all Taxes)

**(Signature of Bidder)
With Name & Seal**

