

No.D-15014/1/2016-Genl.II
Government of India
Ministry of Social Justice & Empowerment
Department of Social Justice and Empowerment

ShastriBhawan, New Delhi
Dated: 12 January, 2017

Tender Notice
(Closing date: 03.02.2017)

Subject: Hiring of services of Staff Car Driver for the use in Department of Social Justice & Empowerment-reg.

The Department of Social Justice & Empowerment require the services of 02 (two) or 03 (three) skilled and qualified drivers as Staff Car Driver for running Govt. vehicles. Accordingly, sealed quotations are invited by the Department of Social Justice & Empowerment, main Secretariat from interested firms/parties having experience in providing services of drivers under two bid systems.

2. The General Terms and Conditions of the contract are at Annexure-I. The format of Technical Bid is at Annexure-II and Financial bid is at Annexure-III.

3. Interested parties/firms may send their sealed quotations alongwith EMD of Rs. 5,000/- (Rupees five thousand only) drawn in favour of DDO, Department of Social Justice & Empowerment, New Delhi, superscripted as "Tender for services of Drivers" addressed to Under Secretary (Admn.) Room No. 240-A, Department of Social Justice and Empowerment, ShastriBhawan, New Delhi and should drop it in the Tender Box placed at the Facilitation Centre, Garage No. - 8, Ground Floor, Department of Social Justice & Empowerment, Ministry of Social Justice & Empowerment, ShastriBhawan, New Delhi by 3.00 PM on or before 03.02.2017. The tender will be opened on the same day at 4.00 PM. The authorized representatives who intend to attend the tender opening are to bring letter of authorization from the corresponding tenderers.

4. The Technical bids will be opened by a Committee constituted for the purpose by the Department on 03.02.2017 at 4.00 PM. In the first instance the technical bids shall be opened and evaluated by the Tender Evaluation Committee constituted for the purpose by the Department. At the second stage, the financial bids of only those bidders, who qualify in the technical bid, will be opened at later stage by the committee members. The Tender Evaluation Committee after evaluation of the Technical and Financial Bids will give its specific recommendation(s) duly signed by the members of the Tender Evaluation Committee.



5. The competent authority in the Department reserves the right to cancel the tender at any time or amend/withdraw any of the terms and conditions contained in the Tender Document, without assigning any reason, therefore.


(Deepak Kumar Sah)

Under Secretary to the Govt. of India
Telephone No. 23382184

Copy to:-

1. All Ministries/Departments for circulation among their contract holders.
2. Director, NIC with the request to place the aforesaid Notice on the website of the Ministry as well as Central Public Procurement Portal for wider publicity.
3. Notice Boards.
4. Hindi Section for Hindi version


(Deepak Kumar Sah)

Under Secretary to the Govt. of India

Copy for information to:

1. Reception Officer, Ministry of Social Justice & Empowerment, Shastri Bhawan, New Delhi.
2. Assistant Commandant, CISF, Shram Shakti Bhawan.

General Terms and Conditions

Subject: Notice Inviting Tender for providing services of 02 (two) or 03 (three) drivers in the Department of Social Justice & Empowerment.

1. Parties

The parties to the contract are the contractor (the tenders to whom the work have been awarded) and the Government of India through Under Secretary (Administration), Department of Social Justice and Empowerment for and on behalf of the President of India.

2. Address:

The Firm should be located in the area within National Capital Territory of Delhi. For all purpose of the contract including arbitration thereunder, the address of the contractor mentioned in the tender shall be final unless the contractor notifies a change of address by a separate letter sent by Registered post with acknowledgment to this Department. The contractor shall be solely responsible for the consequences of any omission or error to notify in change of address in the aforesaid manner.

3. The tenderer should sign and affix his firm's stamp at each page of the tender and all its annexure as the acceptance of the offer made by the tenderer will be deemed as a contract and no separate formal contract will be drawn. No page should be removed/detached from this notice inviting tender.

4. (A) Technical Bid: The tenderer should submit the details as prescribed in Annexure-II of the Tender document. An undertaking will be given by the bidder.

(B) Financial bid: It should be submitted in form given in Annexure-III.

5. Opening of Tender:

The tenderer is at liberty either himself or authorize not more than one representative to be present at the opening of the tender. The representative attending the opening of the tender on behalf of the tenderer should bring with him a letter of authority from the tenderer in the prescribed format enclosed with the tender document along with proof of identification.

6. Validity of the bids:

The bids shall be valid for a period of 180 days from the date of opening of the tender. This has to be so specified by the tenderer in the commercial bid.

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7. Right of acceptance:

The Department reserve the right to accept or reject any or all tender/quotations without assigning any reason thereof and also does not bind itself to accept the lowest quotation or any tender. Any failure on the part of the contractor to observe the prescribed procedure and any attempt to canvass for the work will prejudice the contractor's quotation or any tender.

8. The payment clause:

The bill in triplicate may be sent to this office for making payment at the end of the every month after receipt of attendance report from the Department. At the time of payment, Income Tax or any other tax payable shall be deducted at source.

9. Drivers' Obligation:

Contractor should comply with the following:

- (i) Identity Cards: Proper Identity Cards to Drivers after verifying their antecedents through Local Govt. offices.
- (ii) Uniforms: Contractor shall provide uniforms to Drivers as required under the rules and the uniforms shall be worn by the Drivers all the time while on duty.
- (iii) Driving Licence: Attested copy of Drivers' valid Driving License should be submitted during the contractual period. Drivers residential address shall also be provided by the contractor.
- (iv) Experienced Drivers: Contractor shall provide qualified and experienced licensed drivers who is/ are well conversant with Delhi/ NCR roads, traffic signs and rule. Safety and security of the officers/ officials, while on board, will be the responsibility of the contractor.
- (v) Log Book: Driver Shall maintain Log Book properly and get signature of user officer/ official at the end of duty/ journey. Driver should maintain the record of journey.
- (vi) Vehicles Up-keep: Driver shall keep the vehicle in good condition.
- (vii) Mobile phone: All drivers should be provided with a duly activated cell phone and the detail of cell phone number of drivers is to be provided to D/o. SJ&E.

10. Communication of Acceptance/Right of Acceptance:

The Department of Social Justice & Empowerment reserves all right to reject any tender including of those tenders who fails to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of this Department in this regard will be final and binding. Any failure on the part of the contractor to observe the prescribed procedure and any attempt to canvass the work prejudice the contractor's quotation.

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11. **Performance Security:**

The successful tenderer will be required to furnish Rs. 25,000 (Rupees twenty five thousand only), as Performance Security Deposit in the form of Bank Draft/Pay Order/Banker's Cheque/Fixed Deposit Receipt or Bank Guarantee from any Nationalized Bank duly pledged in the name of the "Pay and Accounts Officer, Department of Social Justice and Empowerment, New Delhi" for the period of one and half year from the date of award of the contract within 7 days from the date of acceptance of the tender.

The security deposit can be forfeited by order of this Department in the event of any breach or negligence or non-observance of any condition of contract or for unsatisfactory performance or non-observance of any condition of the contract. On expiry of the contract, such portion of the said performance security deposit as may be considered by the Department sufficient to cover any incorrect or excess payment made on the bill to the firm shall be retained until the final audit report on the account of firm's bill has been received and examined.

12. **Period and Term of Contract:**

The contract will be a period of one year from the date of award of contract which can be further extended on satisfactory performance and on mutual consent.

13. **FORCE MAJEURE:**

If, at any time during the subsistence of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, act of the public enemy, civil commotion, sabotage, fire, floods, explosion, epidemics, quarantine restrictions, strikes, lockout or act of God (hereinafter referred to as events) provided notice of happening of any such eventuality is given by party to other within 21 days from the date of occurrence thereof, neither party shall be reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries have been so resumed or not shall be final and conclusive.

Further, that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 30 days, either party would be free to terminate the contract.

14. **Insolvency etc:**

In the event of the firm being adjudged insolvent or having a receiver appointed for it by a court or any other order under the Insolvency Act made against them or in the case of the company passing any resolution or making of any order for winding up, whether voluntary or otherwise, or in the event of the firm failing to comply with any of the conditions herein specified, this Ministry shall have the power to terminate the contract without any prior notice.



15. Breach of Terms and Condition:

In case of breach of any terms and conditions as mentioned above, the Competent Authority, will have the right to cancel the work order/job without assigning any reason thereof and nothing will be payable by this Ministry in that event and the security deposit shall also stands forfeited.

16. Subletting of Works:

The firm shall not assign or sublet the work/job or any part of it to any other person or party without having first obtained permission in writing of this Ministry, which will be at liberty to refuse if thinks fit. The tender is not transferable. Only one tender shall be submitted by one tenderer.

17. Arbitration:

If any difference arises concerning this agreement, its interpretation on payment to be made thereunder, the same shall be settled out by mutual consultation and negotiation. If attempts for conciliation do not yield any result within a period of 30 days, either of the parties may make a request to the other party for submission of the dispute for decision by an Arbitral Tribunal containing Sole Arbitrator to be appointed by the Secretary, Department of Legal Affairs. Such requests shall be accompanied with a panel of names of three persons to act as the sole arbitrator. In case of such arbitrator refusing, unwilling or becoming incapable to act or his mandate having been terminated under law, another arbitrator shall be appointed in the same manner from among the panel of three persons to be submitted by the claimant. The arbitration proceeding shall take place at New Delhi and shall be conducted in English. The provision of Arbitration and Conciliation Act, 1990 and the rule framed there under and in force shall be applicable to such proceedings.

18. Legal Jurisdiction:

The agreement shall be deemed to have been concluded in the National Capital Territory (NCT) of Delhi and all obligations hereunder shall be deemed to be located at the NCT of Delhi and Court within NCT of Delhi will have Jurisdiction to the exclusion of other courts.

19. Periodicity/Duration of Tender:

The tender is initially for a period of one year and may be extended for a further period of 12 months or more on year to year basis with mutual consent on the same terms and conditions and rates. The Department shall, however, reserve the right to terminate the contract at any time without assigning any reason, if the services are not satisfactory.

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20. Qualification and Remuneration of Driver to be provided:

20.1 The driver should have possessed the valid driving license (commercial) for Motor Cars and have experience of driving a motor car for at least five years.

20.2 An amount of Rs. 19,900/- (Rupees Nineteen Thousand Nine Hundred only) as fixed remuneration including EPF/ESI contributions would be provided to the hired drivers for a duty of 10 (ten) hours daily for 6 days in a week. The duty done beyond 10 (ten) hours, a compensation in the form of over time allowance would also be provided @ Rs. 16.50/- per extra hours subject to a ceiling of 100 hours.

21. TECHNICAL BID EVALUATION (SEGREGATED TYPE)

21.1 The client shall follow two bid systems where the technical bid and financial bid shall be evaluated separately.

21.2 **The evaluation of tenders shall be done on weightage with 70% to technical evaluation and 30% to financial evaluation.**

21.3 The Technical Bid evaluation shall be done based on the following criteria:

21.3.1 During the technical evaluation stage, each bidder shall be assigned different marks out of a total of 100 marks, as per the criteria specified below:

| | | |
|------|--|---------------|
| i. | Number of years in Operation | Max. 25 Marks |
| | a) 1-2 years | 5 Marks |
| | b) 2-5 years | 10 Marks |
| | c) 5-15 years | 20 Marks |
| | d) More than 15 years | 25 Marks |
| ii. | Turnover (Last Financial Year) | Max. 25 Marks |
| | a) Less than 25Lakh | 05 Marks |
| | b) 25 lakh to 50 lakh | 10 Marks |
| | c) 51 lakh to 1.0 crore | 15 Marks |
| | d) 1.0 crore and above | 25 Marks |
| iii. | Number of Drivers on roll | Max. 25 Marks |
| | a) 05-25 | 05 Marks |
| | b) 25-50 | 10 Marks |
| | c) 50-100 | 15 Marks |
| | d) More than 100 | 25 Marks |
| iv. | Quality Related Marks | Max. 25 Marks |
| | a) ISO (1-2 years) | 05 Marks |
| | b) ISO (2-3 years) | 10 Marks |
| | c) ISO (3-4 years) | 05 Marks |
| | d) ISO(more than one year) | 05 Marks |
| | e) Any other International Accreditation Certificate | 05 Marks |

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21.3.2 A Bidder should secure mandatorily a minimum of 25% marks (i.e. 25 marks out of total 100 marks as per para 21.3.1) in technical evaluation in order to be a qualified bidder for being eligible for technical weightage and subsequently for opening of financial bids.

21.3.3 The total marks obtained by a Bidder in the Technical Bid (as per 21.3.1) shall be allocated 70% of technical weightage and the financial bids shall be allocated 30% of the financial weightage, and thereby making a total of 100% weightage for the complete bidding.

Illustration 1 (for Technical Weightage)

If a Bidder has secured 80 marks out of the total 100 marks in technical evaluation after following para 23.3.1, his technical evaluation value shall be: 56 i.e. (80 x 70%).

21.3.4 The Bidder shall be required to produce attested copies of the relevant documents in support of 21.3.1 for being considered during technical evaluation.

21.3.5 The bidder(s) who will qualify in the technical evaluation stage shall be eligible for opening of Financial Bids.

22. FINANCIAL BID OPENING PROCEDURE

22.1 The Financial Bids of all the technically qualified bidders shall be opened online on the appointed date and time in the presence of the qualified bidders/their authorized representatives, who choose to be present at the time of opening of the financial bids.

22.2 All the technically qualified bidders/their authorized representatives present at the time of opening of the Financial Bids shall be required to submit the Authorization letter from their Companies and shall be asked to sign on Financial Bid downloaded online through the CPP portal.

22.3 Absence of bidders or their authorized representatives shall not impair the legality of the process.

22.4 The financial bid price, as indicated in the financial bid submission form of each bidder shall be read out on the spot, however, it shall be clearly stated that the final financial bid prices would be arrived at after detailed scrutiny/correction of arithmetical error in the financial bid.

22.5 Merely becoming the lowest bidder, prior to Financial Bid scrutiny will not give any right to the lowest bidder to claim that he is successful in the bidding process. The successful bidder (L-1) shall be decided only after following due procedure as explained in para-21.

23 FINANCIAL BID EVALUATION AND DETERMINATION OF THE SUCCESSFUL BIDDER.

23.1 The financial evaluation shall be carried out and financial bids of all the bidders shall be given 30% of weightage.

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- 23.2 For the purpose of deciding L1, L2, etc. in the financial bids, the total cost per month will be arrived by adding cost of manpower, material, equipment etc. as given in the Schedule (Financial Bid).
- 23.3 The Bidder with the Lowest Bid Prices (L1) shall be assigned full 30 marks (i.e. 30% x 100) and his total scores of the bid shall be as per Illustration 2 below:

Illustration – 2

If the Bidder at Illustration 1 is L1 Bidder and quoted Rs. 100/- for being L1, then his total value shall be 86 i.e. (56 Technical Value + 30 Financial Value)

- 23.4 The financial scores of the other bidders (i.e. L2, L3, ... so on) shall be computed as under and as explained at Illustration 3 below:
 $30 \times \text{Lowest Value (L1 Price)} / \text{Quoted Value (L2 or L3)}$

Illustration – 3

If the Bidder at Illustration 1 is L2 Bidder and he quoted Rs. 125, therefore 30% being the weighted value, the financial scores for L2 shall be computed as under

$$30 \times 100 (\text{lowest prices by L1}) / 125 (\text{quoted prices by L2}) = 24 (\text{financial score})$$

Therefore L2 Bidder shall have total value of 80 (56 Technical Value + 24 Financial Value)

- 23.5 The Bidders' ranking shall be arranged depending on the marks obtained by each of the bidder both in Technical Evaluation and Financial Evaluation.
- 23.6 The Bidder meeting the minimum eligibility criteria and with the highest marks/rank (i.e. the total of technical evaluation marks and financial evaluation marks) shall be deemed as the successful Bidder and shall be considered eligible L1 Bidder for further process.
- 23.7 If there is a discrepancy between words and figures, the amount in words shall prevail.

24. RIGHT OF ACCEPTANCE:

- 24.1 The Competent Authority in the Department of Social Justice & Empowerment reserves all rights to reject any bid including bids of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific bids. The decision of the Competent Authority in the Department in this regard shall be final and binding.
- 24.2 Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bidder's bids liable for rejection.
- 24.3 The Competent Authority of the Department reserves the right to award any or part or full contract to any successful agency(ies) at its discretion and this will be binding on the bidders.

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24.4 In case of failure to comply with the provisions of the terms and conditions mentioned by the agency that has been awarded the contract, the Competent Authority of the Department reserves the right to award the contract to the next higher bidder or any other outside agency and the difference of price shall be recovered from the defaulting agency, which has been awarded the initial contract and this will be binding on the bidders.

24.5 The Department may terminate the contract if it is found that the Contractor is blacklisted on previous occasions by any of the Government Departments/Institutions/Local Bodies/Municipalities/ PSU etc.

25 NOTIFICATION OF AWARD BY ISSUANCE OF LETTER OF ACCEPTANCE:

25.1 After determining the successful bidder after evaluation, the client shall issue a Letter of Acceptance in duplicate, which will return one copy to client duly acknowledged, accepted and signed by the authorized signatory, within three days of receipt of the same by the successful bidders.

25.2 The issuance of the Letter of Acceptance to the bidder shall constitute an integral part and it will be binding to the contractor.

26. RETURNING OF EARNEST MONEY DEPOSIT (EMD):

26.1 The Earnest Money Deposit of the unsuccessful bidders in the Technical Bid evaluation stage shall be returned within seven days after opening of the eligible Financial Bids.

26.2 The Earnest Money Deposit of the unsuccessful bidders in the Financial Bid evaluation stage shall be returned within seven days, on award of contract to the successful bidder.

26.3 The Earnest Money Deposit (EMD) of all the bidders shall be returned, in case of cancellation of Tender after the opening of Technical Bids and prior to opening of financial bids.

27. OTHER CONDITIONS

- a) It would be mandatory for the Contractor to pay wages as fixed by the Department plus the statutory dues like ESI, EPF, Bonus, Service Tax etc.
- b) Disbursement of salary to contractual employees shall be done by the contractor.

Signature

- c) No wage/remuneration will be paid to any person for the days of unauthorised absence from duty in excess of the six days paid leave annually.
- d) The Agency will submit the bill in triplicate in respect of a particular month in the first week of the next month. The payment will be released by the third week of aforesaid following month after deduction of taxes deductible at source under the laws in force.
- e) PF account and ESI card shall be issued to the drivers and wherever required, the agency will submit the copies of proof of deposit of EPF and ESI within three weeks from the disbursement of wages in a month, or comply with such instructions/procedures as may be prescribed by the concerned Government/Statutory authorities from time to time.
- f) The persons supplied by the Agency should not have any Police records/criminal cases against them. The Agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending. The Agency will also ensure that the personnel deployed are medically fit. The Agency shall withdraw such persons who are not found suitable by the office for any reasons immediately, on receipt of such a request.
- g) There is no Master and Servant relationship between the persons of the Agency and this Department and, as such, the said persons of the Agency shall have no claim whatsoever against this Department. Accordingly, the Agency's persons shall not claim any benefit/compensation/absorption/regularization of services from/in this Department under the provisions of the Industrial Disputes Act., 1947 or Contract Labour (Regulation & Abolition) Act, 1970, or any other Act, Rules, Regulations, etc. applicable to them from time to time. An Undertaking to this effect individually from the outsourced persons shall be required to be submitted by the Agency to the Ministry before their deployment.
- h) The Agency's personnel shall not divulge or disclose to any person, any details of office, office-documents, operational process, technical know-how, security arrangements, administrative or organizational matters and all such matters which are of restricted/confidential/secret nature.
- i) The persons deployed shall not be below the age of 18 years.
- j) No wage/ remuneration will be paid to any person for the days of unauthorized absence from duty in excess of the six days paid leave annually.
- k) The Agency will be wholly and exclusively responsible for payment of wages to the persons engaged by it in compliance of all the statutory obligations under all related legislations as applicable to it from time to time including Minimum Wages Act, ESI Act etc. and the Department Shall not incur any liability for any expenditure whatsoever on the persons employed by the agency on account any obligation.

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- l) The Agency shall provide a substitute well in advance if there is any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Agency.
- m) The Agency shall strictly observe the instruction issued by the Department in fulfilment of the contract from time to time.


(Deepak Kumar Sah)

Under Secretary to the Govt. of India

Tel: 23382184

TECHNICAL BIDS AND UNDERTAKING:

(A) General Information

| Sl.No. | Details of the Firm/Bidder | |
|--------|---|--|
| 1. | Name and Address of the Firm (in full) along with telephone Numbers. | |
| 2. | Details of the Earnest Money Deposit (EMD) worth Rs.5,000 (Rupees five thousand only) | |
| 3. | Whether each page of the tender document and its annexure have been signed and stamped. | |
| 4. | Permanent Account Number (PAN) (attach a copy) | |
| 5. | Service Tax Registration Number (attach a copy) | |
| 6. | Trade License of the Firm | |
| 7. | Income Tax Return last three (03) years | |
| 8. | Copy of VAT | |

(B) Information for Technical Evaluation

| Sl.No. | Parameters | Details |
|--------|--------------------------------|---------|
| 1. | Number of years in Operation | |
| 2. | Turnover (Last Financial Year) | |
| 3. | Number of Drivers on roll | |
| 4. | Quality Certification | |

Note:

1. Page number/serial number may be given to each and every page of Tender Documents and photocopies of the documents in support of the above be attached with the tender document. Mention page number, wherever the copy(ies) of the document(s) are kept.
2. In case of non-fulfilment of any of the above information/document(s), the Tender will be summarily rejected without giving any notice.

Signature with date:

Name & address and contract no. of the firm:



UNDERTAKING

1. That I/We have carefully studied all the terms and conditions of Tender Notice and shall abide by it.
2. That I/We shall supply the items of requisite quality.
3. That I/We undertake that the information given in this tender are true and correct in all respect and I/We hold the responsibility for the same.
4. That I/We undertake that sample of items will be kept ready for inspection by the Department. I/We shall be responsible for the cancellation of tender if samples are not up to the mark.

Signature with date:

Name & address and contract no. of the firm:

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FINANCIAL BID:

| | |
|--|--|
| Rate of Service Charge (The minimum service charge should not be less than 4% of the Billed amount excluding taxes) | |
|--|--|

Signature with date:
Name & address and contract no. of the firm:

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