

ELECTION COMMISSION OF INDIA

Nirvachan Sadan, Ashoka Road, New Delhi – 110001.

No.212/1/2009(DLY)

Dated: 7th January, 2010

NOTICE

The Election Commission of India invites sealed tenders from registered and reputed agencies/firms having their garage located in Delhi/New Delhi/ the National Capital Region of Delhi for hiring taxies/cars/dial cabs (AC/Non-AC) Diesel driven / Petrol driven and CNG Taxies for a period of one year for picking and dropping of the officers and staff from their residence to Office (Nirvachan Sadan) and vice-versa etc. The average annual expenditure on hiring of taxies may come to around Rs.25 lakhs, which may increase or decrease depending upon the election activities. Sealed tenders from interested agencies with separate Technical and Commercial bids filled in the specified proforma and addressed to the Under Secretary (General Administration), Election Commission of India, Nirvachan Sadan, Ashoka Road, New Delhi-110001, so as to reach him latest by 3.00 pm on 28th January, 2010. The sealed envelope containing the tender should be super scribed "TENDER FOR HIRING OF TAXIES". The tenders may be sent by Post or may be delivered in the R & I Section (Ground Floor), Election Commission of India by the stipulated date and time. Specified proforma alongwith all terms and conditions may be collected from R & I Section (Ground Floor), Nirvachan Sadan, Election Commission of India on any working day between 4.00 pm to 5.00 pm. The Proforma and the terms and conditions also available on the Commission's website <http://eci.gov.in>. The Technical Bids shall be opened in Room No. 306, Nirvachan Sadan on 29th January, 2010 at 3.30 pm by the Committee authorized by the Commission and in the presence of such tenderers who may wish to be present. The Commercial Bids of those tenderers whose Technical Bids have been accepted by the Election Commission, will be opened on such date and time and at such venue as would be decided by the Committee authorized by the Commission and in the presence of those who wish to be present. The Competent Authority reserves the rights to cancel any or all the quotations without assigning any reason.

(B.M. SHARMA)
UNDER SECRETARY
Phone : 23052004, 23717153

ELECTION COMMISSION OF INDIA

Nirvachan Sadan, Ashoka Road, New Delhi – 110001.

TENDER No.212/1/2009(DLY)

ANNEXURE-1

GENERAL TERMS AND CONDITIONS

Sub:- Notice Inviting Tender for “Hiring of Private Taxis”

1. **Parties:-** The parties to the Contract are the contractor (the tenderer to whom the work has been awarded) and the Election Commission of India.
2. **Addresses:** For all purposes of the contract including arbitration there under, 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 acknowledgement due to the Election Commission of India. The contractor shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.
3. **Earnest Money:** Earnest Money of Rs.20,000/- (Rupees Twenty thousand only) in the form of Demand Draft of any nationalized bank must be deposited by bidders alongwith their duly filled up tenders documents. The Demand Draft shall be in favour of Under Secretary, Election Commission of India, Nirvachan Sadan, Ashok Road, New Delhi.
 - 3.1 Tenderer shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid Demand Draft will be forfeited to the Commission.
 - 3.2 The tenders without Earnest Money will be summarily rejected.
 - 3.3 No claim shall lie against the Commission in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit.
4. **Preparation and submission of Tender:**

The tender should be submitted in two parts namely, Technical Bid (in form given in Annexure-III) alongwith Earnest Money Deposit and Commercial Bid (in form given in Annexure-IV) and each should be kept in a separate wax sealed cover. Both the bids should be kept in another sealed cover addressed to the undersigned. The outer envelope containing wax sealed cover should bear the address, Tender Number and date, subject of tender, date and time of opening of the same. The inner envelopes should be super scribed with Tender Number, subject of Tender, whether the envelope is containing “Technical Bid” or “Commercial Bid” and date of opening of tender.
5. **Signing of Tender:** Individual signing the tender or other documents connected with contract must specify whether he signs as:-
 - (a) A “sole proprietor” of the concern or constituted attorney of such sole proprietor.

- (b) A partner of the firm, if it be a partnership firm, in which case he must have authority to execute contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.
- (c) Director or principal office duly authorized by the Board or Directors of the Company, if it is a Company.

N.B.

- (1) In case of partnership firms, a copy of the partnership agreement, or general power of attorney duly attested by a Notary Public, should be furnished on stamped paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney. The attested copy of the certificate of registration of firm should also be enclosed along with the tender.
 - (2) In the case of partnership firms, where no authority to refer disputes concerning the business of partnership firm has been conferred on any parties the tender and all other related documents must be signed by all partners of the firm.
 - (3) A person signing the tender form or any documents forming part of the tender on behalf of another person should have an authority to bid such other person and if, on enquiry it appears that the persons so signing had no authority to do so, the Election Commission of India may, without prejudice cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.
 - (4) The tenderer should sign and affix his/his firm's stamp at each page of the tender and all its Annexure as the acceptance of the offer 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 TENDER DOCUMENT.** (This sub-clause will not be applicable in cases where signing of a separate agreement is considered by the Election Commission of India, if necessary).
6. **Technical Bid:** The Technical bid should be submitted in form given in Annexure-III along with the Demand Draft of Rs.20,000/- alongwith registration particulars, copy of PAN Number issued in favour of the firm, full details of the number of Taxis registered in the name of the tenderer or his firm with photocopies of RCs and other information sought for in the Annexure-II.
7. **Commercial Bid:** The Commercial Bid should be submitted in the form given in Annexure-IV in a separate sealed cover kept inside the main cover. The Commercial Bids of those tenderers who are found technically compliant, will be opened on a specified date and time to be intimated to the respective tenderer. A duly constituted Tender Evaluation Committee (TEC) will evaluate the Commercial Bids.
- 7.1 Terms of payment as stated in the Tender Documents shall be final.

- 7.2 At the time of payment of bills, the taxes liable to be deducted, if any, shall be deducted at source as per Government rules and guidelines as may be prevailing at the time of payment.
8. **Validity of the Bids:**
The bids shall be valid for a period of 180 days from the date of opening of the tenders.
9. **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 and proof of identification.
10. **Criterion for Evaluation of Tender:** The Technical Bids will be opened by a committee authorized by the Commission at 3.30 pm on 29.01.2010 decided in the Room No.306, in the presence of such tenderers who may wish to be present.
- 10.1 The Commercial Bids of only those tenderers (to be informed on telephone) will be opened at such time and venue as would be decided, whose Technical Bids have been accepted by the Commission. These will be opened by the Committee constituted for the purpose, in the presence of those tenderers whose Technical Bids are accepted and who wish to be present.
- 10.2 The contract will be awarded to the lowest bidder and will commence from the date of consent of the firm to the terms and conditions. To begin with, the contract will be for 6 months initially extendable upto one year if performance/service is found satisfactory on review after six months. The contract so awarded can be terminated by the Commission at any time without any notice or conveying any reason therefore.
11. **Right of Acceptance:** The Commission reserves all rights to reject any tender including of those tenderers who fail 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 the Commission in this regard shall be final and binding.
- 11.1 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.
12. **Communication of Acceptance:** Successful Tenderer will be informed of the acceptance of their tender.
13. **Security Deposit:** The successful tenderer will have to furnish a Demand Draft of Rs.50,000/- (Rupees fifty thousand only) in favour of Under Secretary, Election Commission of India, Nirvachan Sadan, Ashoka Road, New Delhi towards Security Deposit within 7 days from the date of acceptance of the tender.
- 13.1 The Security Deposited can be forfeited by order of the Commission in the event of any breach or negligence or non-observance of any terms/condition of contract or for unsatisfactory performance. On expiry of the contract, such portion of the said Security Deposited as may be considered by the Commission sufficient to cover

any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firm's bill has been received and examined.

14. **Penalty:**

(a) In case of breach of any conditions of the contract and for all type of losses caused including excess cost due to hiring of Taxi from the market in the event of Contractor failing to provide requisitioned taxis or not providing Taxis, the Commission shall make deductions at double the rate of hiring rate on pro rata basis from the bills preferred by the Contractor or that may become due to the contractor under this or any other contract or from the security deposit or may be demanded from him to be paid within seven days to the credit of the Election Commission of India.

(b) The powers of the Election Commission of India under this condition shall in no way affect or prejudice the powers in certain events to terminate the contract vested in him as herein provided nor forfeiture of deposit mentioned under clause 14 above.

15. **Disclaimer:** The near relatives of employees of the Election Commission of India are prohibited from participation in this tender. The near relatives for this purpose are defined as:

(a) Members of a Hindu Undivided Family.

(b) Their husband and wife.

(c) The one is related to the other in the manner as father, mother, son(s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband (brother-in-law).

16. **Breach of Terms and Conditions:**

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

17. **Sub-letting of Work:** The firm shall not assign or sublet the work or any part of it to any other person or party.

18. **The tender is not transferable.**

19. **Terms of payment:**

19.1 No payment shall be made in advance nor any loan from any bank or financial institution shall be recommended on the basis of the contract awarded to.

19.2 The contractor shall submit the bill at each stage/in the first week of following month in respect of previous month (in case of monthly payments) for sanction of the amount of bill and passing the bill for payment.

19.3 All payments shall be made by cheque only.

19.4 Election Commission of India shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties mentioned in preceding para.

- 19.5 The term “payment” mentioned in this para includes all types of payment due to the contractor arising on account of this contract excluding Earnest Money and Security Deposit governed by the separate clauses of the contract.
- 19.6 Wherever applicable all payments will be made as per schedule of payments stated in Part-II of Annexure-II.
20. **Arbitration:** If any difference arises concerning this Agreement, its interpretation on the payment to be made there under, the same shall be settled by mutual consultations and negotiations. If attempts for conciliation do not yield any results within a period of 30 days, either of the parties may make a request to the order party for submission of the dispute for decision by an arbitral tribunal containing a Sole Arbitrator to be appointed by Commission. The arbitration proceedings shall take place at Election Commission of India, Nirvachan Sadan, Ashoka Road, New Delhi. The provisions of Arbitration and Conciliation Act, 1996 and the rules framed there under and in force shall be applicable to such proceedings.

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Tender No.212/1/2009(DLY)

ANNEXURE-II

PARAMETERS AND TECHNICAL SPECIFICATION FOR EXECUTING THE WORK

Sub:- Notice Inviting Tender For “Hiring Private Taxis”

PART-I

PARAMETER AND TECHNICAL SPECIFICATIONS FOR PROVIDING TAXIES.

1. The list of Taxis along with photocopies of registration book should be attached with of the tender.
2.
 - (i) The firm should be registered and should furnish a copy of registration certificate in support thereof.
 - (ii) The firm should have minimum three years of experience of working. Satisfactory Service Certificates from at least three existing/past employers of reasonable good repute should be enclosed, in this regard.
 - (iii) Each driver employed by the firm must have a cell-phone duly activated.
 - (iv) Income Tax Returns for the last 3 years should also be provided by the firm.
3.
 - (i) Taxis to be provided by the Contractor should be in perfectly sound working condition and suitable for use by Senior Officers.
 - (ii) Taxis supplied should not be more than 03 (three) years old. The firm should specify the numbers of such vehicles enclosing copies of their RC.
 - (iii) The firms should have at least 10 cars (saloon-type) to be provided as taxi.
 - (iv) Firms should have sufficient numbers of drivers having experience of driving in Delhi (bio-data of drivers should be enclosed).
4. Only such Taxi Operators may apply whose Taxis have been duly authorized by the concerned RTO for use as public transport and who have telephone connections available at their Premises/Garage/Stand from where such taxis are to be operated and can be requisitioned by Election Commission of India.
5.
 - (i) The firm should ensure that the drivers employed hold valid driving license, well behaved, reasonably educated, conversant with traffic rules/regulations and city roads/routes as well as security instructions.
 - (ii) Each driver employed by the firm must have a cell-phone duly activated.

- (iii) No mileage will be allowed for lunch/tea of the driver. Driver should carry his lunch.
 - (iv) The Commission, if so desires can ask for prior or post police verification of any or all drivers proposed to be deployed for this purpose by the tenderer, which, if asked, shall be provided by the tenders
 - (v) Only drivers having sufficient experience of driving in Delhi should be deployed to the Commission. The firm should inform in advance the bio-data of all drivers that could be deployed on Commission's duty.
 - (v) The firm should have an adequate number of telephones for contact round the clock and these may be conveyed to this office.
 - (vi) **The time and distance in respect of hired taxies will commence and terminate at the Nirvachan Sadan, Ashoka Road, New Delhi, if required at Nirvachan Sadan. In cases the taxi is required at the residence of officer(s) the time and distance in respect of such taxi will commence from the residence and will terminate at the place, at which the such taxi has been discharged by the concerned officer(s).**
 - (vii) While the Election Commission of India has a regular requirement for hiring taxies, it shall have the right not to utilize the services at all at any time for any period without giving any notice. The Commission will also reserve the right to hire taxies from any other provider of such services even during the period of contract. Revision of rates will not be entertained during the period of contract.
 - (viii) The firm should not deploy any car more than 3 years old. The firm should provide a list of cars with copies of relevant documents that could be deployed on Commission's duty.
 - (ix) Rs.1,500/- per day per car will be deducted in case of non-availability of vehicle on any day and Rs.300/- per day per car will be deducted in case of failure/non-functioning of AC of the car if reported by the officer using the vehicle.
6. (i) "Full Day" would imply a run of the Taxi upto 80 kilometer and/or 8 hours duration.
- (ii) "Half Day" would imply a run of the Taxi upto 40 kilometer and/or 4 hours duration.
7. Rates once finalized will be fixed at least for a period of one year. Upward change in rates will not be considered due to any hike in petrol/diesel/CNG prices or taxes.

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ANNEXURE-III

TENDER FORM-1 TECHNICAL INFORMATION AND UNDRTAKING (See Clause 6 of Annexure-1 of this Tender Document)

Sub:- Notice Inviting Tender For “Hiring Private Taxis”

1. Name of the Tenderer/Concern: _____

2. Address (with Tel.& Mob.No.): _____

3. Address and Tel. No. of Garage: _____

4. Nature of the concern: _____
(i.e. Sole Proprietor or Partnership firm or a Company or a Government Department or a Public Sector Organisation).
5. Registration Number of Tenderer / Concern:
(Attested photocopy of registration should be attached)
6. PAN Number of Tenderer / Concern: _____
(Attested copy should be attached)
7. Demand Draft No. _____ Dated _____ from bank name _____
_____ Amounting to Rs. _____
as Earnest Money Deposit.
8. Registration Nos. of Taxis together with make:
1. _____ 2. _____
(photocopies of registration book should be attached)
9. Whether each page of NIT and its Annexure have been signed and stamped:
YES / NO
10. List of Important Organizations with address and Telephone number to whom taxi services have been provided during the last three years with period of contract is enclosed (Summary may be enclosed on separate sheets for each contract and period and amount of contract; remarks/observations/appreciation of the organization for whom the work was conducted; and any other information considered important by tenderer).

11. Address of garage at Delhi/New Delhi/National Capital Region (Noida, Gurgaon, Faridabad and Ghaziabad) and its distance from Nirvachan Sadan, Ashoka Road, New Delhi.

12. Details of drivers:

Name of Driver	Driver's License No.	Issuing Authority	Date of Validity	Police verification	Education Qualification	Experience

13. Details of Provident Funds, ESI and Insurances of engaged drivers etc.:

14. Details of vehicles to be provided:

Vehicle No. & Make	Registering Authority	Year of Purchase	Km. Of Run as on date of tender

Subsequently, the technical bids awarded to tenderer for business related reasons subject to the other terms and conditions of the tender, if any vehicle is to be added or deleted or if any modification is to be made in above list, the same should be informed in the above format with covering letter by the tenderer to the Commission with seal and sign of duly authorized of the tenderer.

15. Details of experience of the bidder:

(Having minimum 3 years experience for providing taxies and attach 3 satisfactory certificates from existing/past employers.)

16. Any other information important in the opinion of the tenderer.

Dated: _____

At: _____

(Dated Signature of Tenderer
with stamps of the firm)

UNDERTAKING

1. I/We undertake that I/we have carefully studied all the terms and conditions and understood the parameters of the proposed work of the Election Commission of India and shall abide by them.

2. **I/We also undertake that I/we have understood “Parameters and Technical Specifications for conducting the Work” mentioned in Annexure-II of the Tender No.212/1/2009(DLY) dated 7th January, 2010 and shall conduct the work strictly as per these 6“Parameters and Technical Specifications for conducting the work”.**

3. I/We hereby certify that none of my relative(s) as defined in disclaimer clause of Annexure-I is/are employed in the Election Commission of India.

4. I/We further undertake that the information given in this tender are true and correct in all respect and we hold the responsibility for the same.

Dated: _____

At: _____

(Dated Signature of Tenderer
with stamps of the firm)

ELECTION COMMISSION OF INDIA

Nirvachan Sadan, Ashoka Road, New Delhi – 110001.

Tender No.212/1/2009(DLY)

ANNEXURE-IV

TENDER FORM-2 COMMERCIAL INFORMATION (See Clause 7 of Annexure-1 of the Tender Document)

Sub:- Notice Inviting Tender For “Hiring Private Taxis”

1. Rate (all inclusive including all taxes and levies except service tax & parking charges) for Taxis as indicated below:

Sl. No.	Particulars	Rate per hour basis (Rs.)		Rate for Half day (4 hrs. or 40 kms.)		Rate for full day 8 hrs. or 80 kms.)		Rate after full day	
		Local	Out-station	Local	Out-station	Local	Out-station	Local	Out-station
1.	Taxi (AC)								
2.	Taxi (Non-AC)								
3.	Maruti Esteem Or alike (AC)								
4.	Honda City (AC)								
5.	Indigo (AC)								
6.	Tata Sumo/ Qualis (AC)								
7.	Tata Sumo/ Qualis (Non-AC)								
8.	RTV or alike models								
9.	Any other model not mentioned above								

2. Any other information.

Dated: _____
At: _____

**(Dated Signature of Tenderer
with stamps of the firm)**