



**GOVT. OF NCT OF DELHI**  
**STATE ELECTION COMMISSION**  
**OLD HINDU COLLEGE BLDG., NIGAM BHAWAN KASHMERE GATE,**  
**DELHI**

**NOTICE INVITING TENDER**

State Election Commission invites online tender through Delhi Government e-procurement portal for hiring of Goods vehicles for General Elections to three Municipal Corporation of Delhi-2017. The details are as under:-

**Last date and time of Tender submission 23.02.2017    1.00 P.M.**  
**Opening of Technical Bid date and time 23.02.2017    3.00 P.M.**

Financial Bid will be opened after scrutiny of document of Technical Bids submitted by the firms.

Detailed NIT along with Terms & Condition, specifications can be downloaded from the website: <https://govtprocurement.delhi.gov.in>

For further detail vendors may visit help desk at 6<sup>th</sup> Floor, C-Wing, Vikas Bhavan-II (Near Metcalfe House), Civil Lines, Delhi-110054.

Phone 011-23813523 (Monday-Friday, 09:30 A.M to 06:00 P.M)

**Tender ID 2017\_STELC\_ .....**

**Sd/-**  
**HEAD OF OFFICE**



**STATE ELECTION COMMISSION -  
GOVT. OF NCT OF DELHI & U.T. CHANDIGARH -  
NIGAM BHAWAN, KASHMERE GATE DELHI-110006 -  
PHONE NO. 011-23990915,23914155,23914156  
e-mail: [stateelectioncomm.delhi@gmail.com](mailto:stateelectioncomm.delhi@gmail.com)**

Online Open Tenders are hereby invited by the Commission from the reputed transporters/fleet owners having average turnover of agency Rs.50.Lakhs(Fifty Lakh) and above for last (3) three years and having capacity for the supply of Light/Heavy Goods Vehicles having full height and width along with or without labourers for the use of this Commission during General Elections to three Municipal Corporations of Delhi likely to be held in the month of April-2017 on requirement basis.

**OTHER IMPORTANT DATES**

1	Date of publication of tender	31.01.2017
2.	Date of Submission of tender	Start on 31-01-2017 at 05:00 P.M Closing on 23-02-2017 at 01:00 P.M.
3	Physically submission of EMD Rs.(1,50,000/-) (Rs. One Lakh Fifty Thousand) and all other documents.	23-02-2017 up to 01:00 P.M
4	Opening of on line Technical Bids	On 23-02-2017at 03:00 P.M in the office of State Election Commission, Nigam Bhawan, Kashmere Gate, Delhi-110006
5	Opening of financial bids	To be intimated to the technically qualified Bidders separately.

1. Bidder shall have to submit their bids online in electronic format with digital signatures.
2. Bidders are requested to attach all the relevant documents with the technical bid.
3. Detailed instructions for submission of e. tenders and Bid document can be downloaded from the web-site <https://govtprocurement.delhi.gov.in>
4. The right to accept or reject any or all the tender(s) is/are reserved.
5. The Financial bid shall be opened only of those Bidder(s), who qualify in the Technical Bid.
6. Corrigendum/addendum to this tender, if any will be uploaded on the website mentioned above.

Dy. Secy. /Head of Office  
STATE ELECTION COMMISSION

1. **General Terms and Conditions**

- 1.1 Bids are invited in two bid system i.e. Technical bid and Financial bid from the transporters/fleet owners having capacity for the supply of Light/Heavy Goods Vehicles having full height and width along with or without labourers. The bids should be sent online only on Delhi Government e-tendering website i.e. <https://govtprocurement.delhi.gov.in>.
- 1.2 Bidders are advised to study the document thoroughly. Submission of technical bids and financial bids shall be deemed to have been done after careful study and examination of the technical bids and financial bids document with full understanding of its implications. Further bidders submitting a tender would be presumed to have considered and accepted all the terms and conditions. No enquiry verbal or written shall be entertained in respect of the acceptance/ rejection of the bid.
- 1.3 It will be imperative on each bidder to fully acquaint himself with all the local conditions and factors, which would have any effect on the performance of the contract. No request for the change of charges or given time schedule of providing of vehicles with or without shall be entertained, on account of any local condition or factor once the officer is accepted by the Commission
- 1.4 The Commission reserves the right to vary the number of vehicles hired as well as to relax any of the terms and conditions in the Govt. interest.
- 1.5 No conditional/optional bid shall be accepted and Bidders shall not be permitted to alter or modify their bids after expiry of the last date for receipt of Bids.
- 1.6 The State Election Commission reserves right to vary level of work at the time of placement of Supply Order/Signing of Contract.
- 1.7 The State Election Commission reserves the right to modify the work to be allotted to the bidder which includes the locations.
- 1.8 The State Election Commission reserves the right to accept any bid, and to annul the bid process and reject all bids at any time, without assigning any reason, prior to placement of supply order/signing of contract.
- 1.9. Printed terms and conditions of Bidder shall not be considered as forming part of their Bids.
- 1.10 Bidder must state categorically whether or not his offer conforms to all the tender terms and conditions.
- 1.11 Bidder must state categorically whether or not his offer conforms to the requirement given BOQ(Bill of Quantity).
- 1.12 Bidder must have understood that to whom contract is assigned have to complete the work to the full satisfaction of the State Election Commission.
- 1.13 Bidder is bound to comply with all the legal formalities, obligations and statutory requirements as per law of the land.

- 1.14 The bidder must have capacity/sufficient fleet of Light/heavy Goods Vehicle. He will not be allowed to delegate/transfer/assign his contract OR part thereof to some other party to the disadvantage of this Commission.
- 1.15 The State Election Commission has full right to accept or reject in part or any or all the tenders without assigning any reason and also to cancel the order at any time. The bidder will have no right to claim any loss/damages etc. on cancellation of supply order.
- 1.16 The State Election Commission will not be responsible for any delay in online submission of the Bids due to any reason whatsoever.
- 1.17 In case, the date of receipt/opening of tender is declared or happens to be a public Holiday, the tenders will be received/opened on the next working day at the stipulated time.
- 1.18 The bidder must have the capacity of supplying more than 20(twenty) vehicles along with the driver at any time on call within short notice (04 hrs) during the election process.
- 1.19 The vehicle having valid permit/Registration/insurance along with the driver having valid driving license will have to report in the State Election Commission's Office/ or the office / residence of any officer as per requirement/directions.
- 1.20 No increase in quoted price due to any reason will be allowed during the validity of the bid.
- 1.21 The approved contractor(s) shall also bear the cost of all expenses viz., POL, Depreciation, taxes, etc.
- 1.22 The bidder shall be asked to supply any vehicle at any point of time or place as intimated by this Commission/ or by an officer authorized to do so.
- 1.23 Bidder is bound to comply with all the legal formalities, obligations and statutory requirements as per law of the land.
- 1.24 The vehicles so supplied should be fully insured, having sufficient fuel and also have all relevant documents. The driver of the vehicle must have a valid Driving licence.
- 1.25 The successful bidder will give a certificate to the effect that the rates so charged are not higher than those charged to any other Govt. department/ Corporation/ Public Sector Undertakings/ Autonomous Bodies during the period of contract. If the price of any item is reduced due to any reason during the validity of the tender he will intimate the reduced price immediately and will also charge reduced rates instead of quoted rates.
- 1.26 The rates quoted by the bidder shall be inclusive of all taxes and levies.
- 1.27 The rates quoted should be for 80 Km/10:00 hrs with rate for extra kms and hrs.
- 1.28 It will be the responsibility of the driver of the vehicle to get the Log Book/duty slip signed from the officer(s) concerned. The vehicle along with driver will have to report to the Commission or officer concerned as per the requirement of the given time schedule. In case the log book or Duty slip is found having overwriting/cutting, the bill submitted against such duty slip will not be entertained.
- 1.29 The rates should be quoted at the appropriate column in figures as well as words, otherwise the tender will not be considered.

- 1.30 The bidder with seal of the firm should sign each document attached with the tender
- 1.31 The distance covered by the vehicles engaged shall be reckoned by the Commission from the Head Quarter i.e. Nigam Bhawan Kashmere Gate or designated office or location where vehicle is to report.
- 1.32 The firm will enter the contract for the supply of vehicles after the approval of State Election Commission. During the validity of the bid the firm will be bound to supply the vehicles as per specifications. In case the supplier fails to place the vehicles as required during the election period, failing which the order will be cancelled and action will be initiated to debar the firm from participating in further tenders. The said firm will also be liable for recovery of excess amount paid for procuring the vehicles from other sources and fine. Action will also be initiated for blacklisting of the firm.
- 1.33 The bidder is bound to supply the vehicles with or without labour at the approved rates during the validity of the bid. The validity of the bid will be from the date of acceptance of bid. The bidder shall not provide the same vehicles to any Govt. organization/ Deptt. on the rates lower than the quoted rates in Delhi.
- 1.34 The bidder will have to give guarantee that vehicles would continue to conform to the specification.
- 1.35 The bidder should quote firm and legible rates only for each type separately. Rates should be according to unit asked for.
- 1.36 The bidder whose tender may be accepted shall hereinafter be called the supplier which shall include his heirs, executors, administrators and assignees.
- 1.37 In case of failure of the bidder/supplier to execute the contract as per Commission, the security deposited by the firm will be forfeited.
- 1.38 The approved lowest rates will be valid for one year. The contract can be extended for with mutual consent of both the parties on approved rates.
- 1.39 The decision of the State Election Commission regarding approval of rates will be final. No complaints in this regard will be entertained.
- 1.40 The successful bidder(s) has to sign an agreement on a non-judicial stamp paper of Rs.100/-
- 1.41 Affidavit to the effect that the firm has not been blacklisted by any Government Department/ Corporation/ PSU/ Autonomous bodies/ Corporate and business houses etc..
- 1.42 Any legal dispute pertaining to this bid and contract awarded shall be dealt within the jurisdiction of Delhi.
- 1.43 The bidder shall indemnify the department against all damages/ charges and expenses for which the Government will be held liable or pay on account of the negligence of the bidder or his servants or any other 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 damages and demands thereof.

- 1.44 The Contractor will have to provide the replacement of Driver and labour in case of any eventuality. The Department has the right to ask the Contractor for replacement.
- 1.45 The contractor shall not employ and person 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 Labor Laws/Acts/Rules in force from time to time at his own cost. In case of violation of any such statutory provisions under labor Laws or any other law applicable by the Contractor; there will not be any liability on the Department.
- 1.46 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.
- 1.47 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.
- 1.48 Vehicles provided should bear commercial registration number and should have comprehensive insurance and drivers so provided with the vehicles commercial driving license and badges.
- 1.49 The vehicles should conform to the pollution norms prescribed, if any, by the transport department of NCT of Delhi.
- 1.50 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.
- 1.51 The State Election Commission reserves the right of placing order for all vehicles or some vehicles with or without labours as per requirements to one or more contractors at the approved lowest rates.
- 1.52 The bidder must should submit an undertaking as per annexure,C-5

**IMP: All the documents of Technical Bid and Financial Bid must also be uploaded.**

## **2. Schedule of Tender:**

- 2.1 Bidder has to submit on line e.Tender only.
- 2.2 The bids through e-tendering process can be uploaded till 23-02- 2017up to 01:00 PM.
- 2.3 The Technical bids received on line will be opened on 23-02-2017 at 03:00 PM.
- 2.4 After evaluation of the Technical bids along with documents as proof submitted by the vendors, the short-listed Bidders will be intimated. The decision of the committee on technical suitability of the offer shall be final and shall not be open for discussion.
- 2.5 Financial bids of the only short-listed Bidders who qualify the technical criteria will be opened.

### 3. Bidder Qualification:

3.1 The "Bidder" as used in the document shall mean the one has signed the Bid Form or who is authorized to sign on behalf of the company/firm etc. necessary document in support of authorized signatory be enclosed . The Bidder may be either company/ firm/ proprietor/ agency having required experience in this field. 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 or firm, he will produce letter of authority/resolution passed by the company empowering him to sign the agreement on behalf of the company or firm.

3.2 Bidder must have proven experience/capabilities of having provided such services in the past. (Attach copy of supply orders received). The average annual turnover of the firm/agency should not be less than of Rs. 50 lakhs (Fifty Lakhs)/year for the last three years. The State Election Commission, Delhi has full power/authority to take into account the past performance, reputation, suitability/capabilities of execution of work before awarding the contract. The bidder should furnish the Balance Sheet for the last 03 years duly certified by a Chartered Accountant.

3.3 Bidder must have PAN & Service Tax Number.

### 4. Bid Security (Earnest Money):

4.1 The bids must be accompanied with an Earnest Money Deposit (EMD) of **Rs. 1,50,000/-(Rupees One Lakh Fifty Thousand only)** to be submitted in form of a Demand Draft/FDR/Bank Guarantee as bid security EMD in favour of "STATE ELECTION COMMISSION" payable at New Delhi issued by any scheduled/nationalized bank. It should be valid for at least 60 days beyond the final bid validity period (clause 5 (j) below). It should be physically submitted to the purchasing officer by the due date mentioned. **The bids received without EMD of the requisite amount shall be rejected summarily.**

4.2 The Bid Security (Earnest Money) shall be valid for a period of 6 months from the date of opening of the Bid by the Commission. No interest will be payable by the Commission on this amount.

4.3 The Bid Security (Earnest Money)/Performance security may be forfeited in the following cases:

- a) If a Bidder withdraws his bid during the period of bid validity; or
- b) In the case of the finally selected Bidder, if the Bidder fails:
  - i) to furnish Contract Performance Security in accordance with tender ; or
  - ii) If at any stage any of the information/ declaration is found false.
  - iii) In case of failure /supplier to execute the contract as per the terms and conditions and to the full satisfaction of the State Election Commission, Delhi the security deposited by the firm shall be forfeited.

- 4.4 Bid Security (Earnest Money) in respect of the finally selected Bidder will be discharged upon the Bidder signing the Contract and furnishing the Contract Performance Bank Guarantee.

**5. Period of Validity of Bids:**

Bids shall remain valid for six months from the date of acceptance of contract. A bid valid for a shorter period may be rejected by the Purchaser as non-responsive. However, the validity of the contract period can be extended on mutually agreed terms and conditions.

**6. Bid Requirements:**

- 6.1 The Bidder must quote for all the vehicles
- 6.2 The Successful Bidder(s) shall be required to furnish **Contract Performance Bank Guarantee amounting to Rs. 5,00,000/- (Rs. Five Lakh only)**. Contract performance Security has to be obtained from successful bidder irrespective of its registration status. The Performance security can also be furnished in the shape of Demand Draft, FDR, bank guarantee from any Nationalized/Scheduled/ Financial Bank.
- 6.3 Bidders must submit a list of their owners, partners, directors etc. and an undertaking in the shape of affidavit duly attested by Executive Magistrate/Notary Public to the effect that the firm is not blacklisted by any Government Department/Semi Govt. Deptt/Corporation/ Public Sector Undertaking. In case the name of bidder finds mention in the list of blacklisted firms by any Govt. Department/Semi Govt. Deptt/Corporation, said firm shall not be considered for this tender.
- 6.4 Bids received without Earnest Money will be rejected out rightly.
- 6.5 Bids received only through online will be accepted. Conditional bids, bids sent through Telex/Fax and incomplete bids will be summarily rejected.

**7. BID PRICES:**

- 7.1 The Bidder shall indicate per day rate for 80 Km/10 hrs with rate of extra km and hrs. of each vehicle with or without labour as mentioned in the scope of work. The validity of these rates should be one year from the date of signing of the contract.
- 7.2 The hire charges should be quoted strictly in line with BOQ leaving no column blank whatsoever to avoid any ambiguity.
- 7.3 The bidder should ensure that all columns of the BOQ may be duly filled and no column is left blank. After opening of the price bid, no clarifications whatsoever shall be entertained by the Commission.
- 7.4 The vehicles asked to supply should be in good running condition. The Bidder is bound to supply the vehicles with or without labour at the approved rates during the validity of the tender. If the charges of any vehicle are reduced due to any reason during the validity of tender, bidder will intimate the reduced hire charges immediately and will also charge reduced rates instead of rates quoted.



## **8. Contents of Bid:**

The Bids prepared by the Bidder shall comprise of the following two components: -

- a) Technical Bid comprising of the following and to be filled on the format sheets provided in the Tender Document. This is mandatory:
  - i) Documentary proof of having proven experience/ capabilities of providing such services to Govt. Deptt./ PSU/ Corporations etc.
  - ii) Bidder(s) /partner (s) particulars and Undertaking of not black listing by any of the Govt. Deptt./Corporations/ PSU/ Business and Corporate Houses etc. in the shape of affidavit duly attested by the Executive Magistrate/Notary Public.
  - iii) Bid Form
  - iv) EMD in the shape of Demand Draft/Pay Order/Bank Guarantee/FDR in favour of State Election Commission, Delhi
  - v) Copy of PAN and Service Tax Number.
  - vi) Copy of Balance sheet of the last three year duly certified by a Chartered Accountant.
  - vii) Undertaking as per annexure C-5,
- b) Financial Bid in accordance with the formats provided for the BOQ (bill of quantity)

## CHAPTER - 2

### CONDITIONS OF CONTRACT

#### **1. Contract Performance Bank Guarantee:**

- 1.1 At the time of signing the contract, the **Company shall furnish a Contract Performance Bank Guarantee amounting to Rs. 5,00,000/- (Rs. Five Lakhs only)** from a Nationalized/Scheduled/ Financial Bank. The Performance Security can also be furnished in the shape of Account Payee Demand Draft, FDR pay order, bank guarantee from any Nationalized/Scheduled/Financial Bank in an acceptable form.
- 1.2 The Contract Performance Security will be in the name of the State Election Commission, Delhi.
- 1.3 The Contract Performance Security should be valid for a period of one year from the date of assigning the rate contract. This will be released after 30 days of the successful completion of contract period.

#### **2. Payment Schedule:**

- 2.1 Generally, payment will be released after the completion of the election process. Bidder can claim the bills against the duly signed duty slips by the authorized Officer/Person of the Commission. No advance payment shall be made under any circumstances. Income tax will be deducted at source as per rules

#### **3. Liquidated Damages:**

If the Supplier fails to provide the vehicles with or without labour in time than Commission will arrange the same from the local market at the risk and cost of the supplier firm. Apart from this a fine of Rs. 10,000/- per day per vehicle will also be levied.

#### **4 Termination for Default**

- 4.1 The State Election Commission, Delhi may without prejudice to any other remedy for breach of Contract, by 12 hours written notice of default sent to the firm and upon the Supplier's failure and neglect to propose and/or execute any corrective action to cure the default, terminate this Contract in whole or in part:
  - (i) If the Supplier fails to provide the vehicles with or without labour within the time period(s) specified in the requisition; or
  - (ii) If the Supplier fails to perform any other obligation(s) under the Contract.
- 4.2 On termination of the Contract for default, the Performance security deposit of the Supplier will be forfeited and action will be taken to black list the Supplier.

#### **5. Resolution of Disputes:**

In the case of dispute or difference arising between the State Election Commission, Delhi and the Bidder relating to any matter connected with this contract, the same shall be settled through amicable negotiations between a maximum of Two (2) officers nominated by the **competent authority** of State Election Commission, Delhi and Two (2) employees nominated by the Bidder, failing which, the dispute shall be submitted to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, and the Arbitrator's decision shall be final & binding. The language of arbitration shall be English. The venue of the conciliation and/or arbitration proceedings shall be in Delhi.

### **CHAPTER-3**

#### **DETAIL OF LIGHT/HEAVY GOODS VEHICLES REQUIRED ON HIRE BASIS (FOR 80 KM/10 HRS WITH RATE FOR EXTRA KMS and HRS(including taxes)).**

S.No	Make of vehicle	Rate for 80Km/10Hr	Rate for extra Kms.	Rate for extra Hrs
1.	Light Goods Vehicles with 06 labourers (Tata 407 and above)			
2.	Light Goods Vehicles without labourer			
3.	Heavy Goods Vehicles with 06 labourers			
4.	Heavy Goods Vehicles without labourers			

#### **Conditions.**

- 1. The tenderer must have proven experience/capabilities of providing such services to Govt. Deptts./ Corporations/PSU/ Autonomous bodies/Business and Corporate Houses in the past.**
- 2. The bidder must have capable/sufficient fleet of above mentioned vehicles. He will not be allowed to delegate/ transfer/ assigned his contract to some party to the disadvantage of this Commission**
- 3. Annual average turnover should not be less than Rs. 50 lakhs (Rupees Fifty Lakh ) for the last three years.**
- 4. The L1 will be drive online after including all items i.e. rate of 80km/10hrs, rate for extra km and rate for extra hours.**

**Annexure C – 1**

**UNDERTAKING IN THE SHAPE OF AFFIDAVIT DULY ATTESTED BY EXECUTIVE  
MAGISTRATE/NOTARY PUBLIC**

I/We undertake that:

1. The undersigned certifies that I/We have gone through the terms and conditions mentioned above and undertakes/ undertake to comply with the same. The rates quoted by myself/ our self are valid for one year from the acceptance of the contract and binding upon me/ us after acceptance which can be extended for further period on mutually agreed terms and conditions.
2. I/We undersigned hereby bind myself/ our self to State Election Commission, Delhi to supply vehicles for or on behalf of the President of India during the prescribed period.
3. The vehicles shall be in good running condition as per the requirement of the Commission. The decision of the State Election Commission, Delhi as regard to the quality and kind of vehicles shall be final and binding upon me/us.
4. Earnest money deposited by me/us viz. **Rs.1,50,000/-(Rupees One Lakh Fifty Thousand only)** in the form of \_\_\_\_\_ in favour of State Election Commission, Delhi, attached herewith shall remain in the custody of State Election Commission till acceptance of the tender is made known. Contract performance bank guarantee in favour of State Election Commission, Delhi of **Rs.5,00,000/-(Rupees Five Lakh only)** shall be furnished well before the signing of contract and will be valid for a period of one year from the date of signing of contract.
5. I/We shall forfeit to the President of India, the Earnest money/Contract performance security deposited by me/us should there be any delay occurring on my/our part. I/We or my/our agent in case failed to supply the vehicles at the appointed place and hour, State Election Commission officer may arrange them from other source and deduct the extra amount, if any, paid in connection there with from the bill submitted by me/us or performance security deposited by me/us.
6. The authorized Officer of the Commission, if deem it necessary to change of vehicle on being found not upto the mark, the same shall be replaced by me/us in time, to prevent inconvenience.
7. I/we hereby undertake to provide the vehicles with or without labour during the validity of tender as per directions given in the order within stipulated period positively.
8. The condition herein contained shall form part of the agreement to be entered into treated as, agreement itself of the description of State Election Commission, Delhi.
9. If I/we fail to supply the vehicles on demand immediately, the State Election Commission has every authority to compound or forfeit the earnest money/Contract performance security apart from imposing penalty of Rs.10,000/- (Rupees Ten Thousand only) per day.

10. I/we declare that no legal/ financial irregularities involving the proprietor/partners/directors of the tendering firm/company is pending.
11. I/we undertake that the rates quoted by me/us when approved and accepted by the State Election Commission, will be valid for the period applicable. I/we undertake to supply the vehicles within specified period. I/we undertake to execute the order within stipulated period and if I/we fail to make the supply requisite number of vehicles during the stipulated period the necessary legal action can be taken by State Election Commission, Delhi.
12. I/We under take that the vehicles supplied are at the quoted rates.
13. I/We under take that no inquiry is pending or going against the firm.
14. I/We \_\_\_\_\_ do hereby solemnly affirm and declare that the individual/firm/company is not black listed/prosecuted by any Central/State Governments/Union Territory/Departments/Officers/statutory Bodies/Autonomous Organizations/Research Institutes/ corporations etc. or any court of law and against any partner or share holder thereof directly or indirectly connection with or has any subsisting interest in business of my/our firm

Dated:

Signature & Seal  
of Bidder

**Annexure C-2**

**PERFORMA FOR BIDDER'S PARTICULARS  
(Enclose with Technical Bid)**

1. Name of the Bidder/Partner :
2. Address of the Bidder/Partner :
3. Name & address of the person to whom all references shall be made regarding this tender enquiry. :  
  
Telephone Nos.  
Land line :  
Mobile :  
Fax :  
e-mail :

**Date:**

**Authorised Signatory**

With Company Seal

**Annexure C-3**

**BIDFORM**

**(Enclose with Technical Bid)**

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

To

Sir, \_\_\_\_\_

Having examined the Bid Documents of **TENDER for providing LIGHT/HEAVY GOODS VEHICLES WITH OR WITHOUT LABOUR** We \_\_\_\_\_, offer to supply \_\_\_\_\_ (Name of the firm )

Vehicles in conformity with the said tender provisions for sums as may be ascertained in accordance with the Schedule of Prices (BOQ) provided in the Financial Bid.

We undertake, if our bid is accepted, we will complete the proposed work as per requirement of the State Election Commission, Delhi.

We further undertake that, if our bid is accepted, we will obtain the Guarantee of a Financial Bank in a sum equivalent to Rs.5,00,000/-(Rs. Five Lakh only) for the due performance of Contract.

I/We agree to abide by this bid for a period of one year from the date of acceptance of contract and it shall remain binding upon us. This bid together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

We have noted the contents of **Contract Form** and agree to abide by terms and conditions in the same.

SIGNATURE AND SEAL OF BIDDER

**CHECK LIST - TECHNICAL BID**  
**(Enclose with Technical Bid)**

**If there is any deviation clarify the same separately.**

1.	Have you submitted the bid in two bid system	Yes/No
2.	Have you furnished bid form	Yes/No
3.	Have you furnished bidders'/partner's particulars in prescribed format	Yes/No
4.	Have you submitted the copy of last three years balance sheet duly certified by a Chartered Accountant showing an average annual turnover of Rs. 50 Lakhs(Rupees Fifty Lakh only)	Yes/No
5.	Have you furnished (earnest Money) as per tender document?	Yes/No
6.	Have you thoroughly gone through the contents of tender document?	Yes/No
7.	Do you fully comply with all the required qualifications as required in the Tender Document	Yes/No
8.	Have you understood the work as mentioned in tender	Yes/No
9.	Have you enclosed PAN of Income Tax and Service Tax Registration Number	Yes/No
10.	Have you enclosed an Undertaking in the shape of an affidavit regarding non blacklisting etc. by the Executive Magistrate/Notary Public as per annexure-C-5, C1	Yes/No
11.	Income tax return for the last three years	

SIGNATURE AND SEAL OF BIDDER



**CRIMINAL LIABILITY UNDERTAKING / AFFIDAVIT  
ON A STAMPPAPER OF RS.100/-**

I \_\_\_\_\_ S/o,W/o,D/o \_\_\_\_\_

Resident of \_\_\_\_\_

Do solemnly pledge and affirm.

1. That I am the proprietor / partner / authorized signatory of

M/s \_\_\_\_\_.

(i) That the above said firm has not been declared defaulter by any government agency and that no case pertaining to violation of Income Tax Act, VAT Service Tax / Labour Laws is pending against the agency.

2. That no criminal case is pending against the above said firm.

3. That in above said firm has not been black-listed / debarred by any government department from participating in tendering process.

**DEPONENT**

**VERIFICATION**

Verified at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ that the contents mentioned above are correct and true to the best of my knowledge and nothing has been concealed therefrom.

**DEPONENT**

### TECHNICAL BID Consist of following documents

1.	Bid form
2.	Bidders'/partner's particulars in prescribed format
3.	Copy of last three year balance sheet duly certified by a Chartered Accountant showing an average annual turnover of Rs. 50 Lakhs (Rupees Fifty Lakh only)
4.	Copy of EMD as per tender document
5.	Copy of PAN of Income Tax and service tax number
6.	Undertaking in the shape of affidavit duly attested by the Executive Magistrate/Notary regarding non blacklisting etc.
7.	Certificate regarding proven experience/capabilities of providing such services to Govt. Deptts./ Corporations/ PSU/ Autonomous bodies in the past
8.	Income Tax Return for the last three years

**Note :** Above documents duly signed by the bidder should be uploaded in the pdf format. In case of detailed/lengthy documents same can be submitted along with (EMD) Earnest money deposit.

## **AGREEMENT**

This Agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_ through its/their proprietor \_\_\_\_\_ (hereinafter called “the Agency”, which expression shall, unless excluded by or repugnant to the context, be deemed to include his heirs, executors, successors and assigns) of the one part AND the President of India through **Dy. Secretary, State Election Commission**, duly authorized to enter into this Agreement (hereinafter called “the Government” which expression shall, unless excluded by or repugnant to the context, be deemed to include his successors in office and assigns) of the other part.

Whereas online quotations for the hiring of vehicles, for General Elections to the three Municipal Corporations of Delhi 2017 were called vide tender ID **No.2017\_STELC\_**

And whereas the Agency, at the request of the Government has agreed to provide vehicles at the rates specified against each in the Schedule annexed to this Agreement as Annexure-‘A’ and the same be read as a part of this Agreement and on the terms and conditions hereafter appearing.

Now, therefore, this Agreement witnesses as follows:

1. That the Agency shall work under the overall supervision and direction of the State Election Commission, Delhi (for short called “Department”). This Agreement will be effective for a period of 12 (Twelve) months from the date of signing of this Agreement by both the parties.
2. The Agency shall provide the vehicle having valid permit/Registration/insurance along with the driver having valid driving license will have to report in the State Election Commission’s Office/ or the office / residence of any officer as per requirement/directions.
3. The Agency shall also bear the cost of all expenses viz., POL, Depreciation, taxes, etc.
4. The Agency shall supply any vehicle at any point of time or place as intimated by this Commission/ or by an officer authorized to do so.
5. The Agency shall comply with all the legal formalities, obligations and statutory requirements as per law of the land.
6. The vehicles so supplied should be fully insured, having sufficient fuel and also have all relevant documents. The driver of the vehicle must have a valid Driving license.
7. The vehicle having valid permit/Registration/insurance along with the driver having valid driving license will have to report in the State Election Commission’s Office or any location/office in NCT of Delhi as per requirement/directions.

8. The distance covered by the vehicles engaged shall be reckoned by the Commission from the Head Quarter i.e. Nigam Bhawan Kashmere Gate or designated office or location where vehicle is to report.
9. The approved lowest rates will be valid for One Year The contract can be extended for with mutual consent of both the parties on approved rates.
10. The Contractor will have to provide the replacement of Driver and labour in case of any eventuality. The Department has the right to ask the Contractor for replacement.
11. The contractor shall not employ any person 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. Vehicles provided should bear commercial registration number and should have comprehensive insurance and drivers so provided with the vehicles commercial driving license and badges.
13. The vehicles should conform to the pollution norms prescribed, if any, by the transport department of NCT of Delhi.
14. 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.
15. During the validity of the tender the Agency will be bound to supply the Light/Heavy Goods Vehicles along with or without labourers as per specifications. In case the supplier fails to place the vehicles as required during the election period, failing which the order will be cancelled and action will be initiated to debar the firm from participating in further tenders. The said Agency will also be liable for recovery of excess amount paid for procuring the vehicles from other sources and fine.
16. The Agency is bound to supply the Light/Heavy Goods Vehicles along with or without labourers at the approved rates during the validity of the tender.
17. No advance payment will be made under any circumstances. Income tax will be deducted at source as per rules.
18. The approved lowest rates will be valid for one year from the date of signing of agreement. The contract can be extended for with mutual consent of both the parties on approved rates.
19. Any legal dispute pertaining of this contract awarded shall be dealt within the jurisdiction of Delhi.
20. The Agency shall indemnify the department against all damages/charges and expenses for which the Government will be held liable or pay on account of the negligence of the agency or his servants or any other 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 damages and demands thereof.

21. The Agency shall be in a position to supply more than 20 Light/heavy Goods vehicles along with driver at any time on call within short notice (04 hrs.) during the election process.
22. The Agency shall not assign the present contract to a third party or person or in any manner allow any other person or persons to manage to supply the said vehicles, without the prior permission of the State Election Commission.
23. That Performance Security deposited by M/s \_\_\_\_\_ for an amount of **Rs.5,00,000/-(Rupees Five Lakh only)**
24. The Agency shall refund on demand or otherwise, the amounts paid to it on account of over-charging in their bills for the supplies made under this Agreement failing which the Commission may recover the same as arrears.
25. The Government shall pay for such Light/Heavy Goods vehicles along with or without labourers as shall be supplied by the Agency and accepted by the Government under or by virtue of this Agreement, at the rates specified in the said Schedule hereto annexed as Annexure-'A'.
26. The Agency hereby agrees to supply to the Government requisite number of vehicles as per requirement from time to time within the Agreement period at the approved rates.
27. The Agency shall be bound to render full services and the supply orders from time to time.
28. If the Supplier fails to provide the vehicles with or without labour in time than Commission will arrange the same from the local market at the risk and cost of the supplier firm. Apart from this a fine of Rs. 10,000/- per day per vehicle will also be levied.
29. It is hereby further agreed between the parties that the stamp duty payable under the rules in respect of this Agreement shall be borne by the Agency.
30. On termination of the Contract for default, the Performance security deposit of the Agency will be forfeited.
31. In the case of dispute or difference arising between the State Election Commission, Delhi and the Bidder relating to any matter connected with this contract, the same shall be settled through amicable negotiations between a maximum of Two (2) officers nominated by the competent authority of State Election Commission, Delhi and Two (2) employees nominated by the Bidder, failing which, the dispute shall be submitted to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, and the Arbitrator's decision shall be final & binding. The language of arbitration shall be English. The venue of the conciliation and/or arbitration proceedings shall be in Delhi

In witness whereof the parties hereto have signed this Agreement on the day and year first above written.

( )

( )

Dy. Secretary(State Election Commission )

For and on behalf of President of India.

M/s (GOVERNMENT)

Name and

seal

For and on behalf of

(AGENCY)

Rubber seal

Witnesses:

1.

2.

Witnesses

1.

2.