



Govt of Bihar  
Office of the Resident Commissioner  
Bihar Bhawan  
5, Kautilya Marg, Chanakyapuri, New Delhi-110021

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**Notice Inviting Tender (NIT) for Outsourcing of drivers.**

The office of Resident Commissioner, Bihar Bhawan, Government of Bihar, New Delhi, invites sealed tenders for providing drivers (as skilled labour) for Bihar Bhawan/Bihar Niwas in two-bid (i.e, Technical bid & Financial bid), from reputed, leading and resourceful registered/licensed firms, having at least 3 years experience in providing manpower to guest house/offices of State/Central Government/PSU/ reputed Private Sector. Interested agencies may download the tender document by visiting the Bihar Government websites at <http://csd.bih.nic.in> and [www.prdbihar.gov.in](http://www.prdbihar.gov.in)

Interested Firm/ company/agency who meet the criteria may furnish their tenders with all necessary documents submitted in two separate sealed covers, duly completed in all respects viz. one for "earnest money" and "technical bid" and the second for "financial bid". The name of the work "technical bid for providing drivers" and "financial bid for providing drivers", as the case may be, shall be clearly written on the top of the respective sealed covers. The D.D. for EMD must be enclosed in the envelope containing the technical bid. Both bids, along with the letter for submitting tender shall be put in a sealed cover. The name of the work ' "Providing drivers for Bihar Bhawan/Bihar Niwas, New Delhi", shall be clearly written on top of the sealed cover along with the covering letter signed by an authorized signatory.

**It is also hereby clarified that the Firm/ company/agency who have already applied for the tender dated 28.09.15 from this office for providing drivers for Bihar Bhawan/Bihar Niwas have to apply afresh for this tender. They are also advised to collect back their earnest money deposited for the said tender with Bihar Bhawan office.**

Filled up tender form, along with bank draft of earnest money drawn in favour of Chief Administrative Officer, Govt. of Bihar, New Delhi should reach following address latest by 03.00 PM on 15 /01/2016, which will be opened on the same day at 4.00pm in the office of Resident Commissioner, Bihar Bhawan, New Delhi. The bidder himself or any one representative authorized in writing on behalf of the bidder may remain present during this. The proposal should be addressed to-----

**Chief Administrative Officer,  
Bihar Bhawan,  
5, Kautilya Marg, Chanakyapuri  
New Delhi-110021**

**Phone : 011-23017368/23017351/23014945 (O), 09818331252 (M), Email : rcbihar@yahoo.in**

(Resident Commissioner, Bihar Bhawan)

New Delhi

by /

## **A. Scope of Work**

- ✓ Firm/ company/agency will have to provide professional and physically fit drivers (as skilled labour) on outsourced basis at Bihar Bhawan office.
- ✓ These drivers are required for vehicles of Bihar Bhawan Office.
- ✓ Bihar Bhawan will provide necessary documents (Original/Copy) to agency to make the vehicles run as per traffic rules and regulations prevailing.
- ✓ The Drivers will have to reach the pre-designated place in Delhi through their own means of transport.
- ✓ The **scope of the work** will be as follows:
  - I. Driving of the Vehicle (any Light Motor Vehicle);
  - II. Cleaning and Up keeping of the Vehicle;
  - III. Maintenance and Updating of the Log Book; and
  - IV. Any other work assigned with relation to the vehicle.

## **B. Drivers Requirements**

The total tentative requirement is given below but it's purely indicative in nature and can vary depending upon actual requirement.....

Category	Number Required
Drivers	10

## **C. Qualification and experience**

- I. The Driver must be 10th pass from any recognized Board.
- II. The Driver must have three year experience.
- III. The Drivers should be more than 25 yrs of age and less than 45 yrs. He should be physically fit otherwise also.
- IV. Drivers should have a valid driving license.
- V. Drivers must have his own mobile phone with connection.

- VI. Drivers must remain on duty in uniform provided by the agency.
- VII. The Drivers should be covered under commercial insurance policy coverage with life, disability and liability coverage.

#### **D. Eligibility criteria**

1. Firm/ company/agency shall be a duly constituted, registered body with Central Excise and Service Tax Department.
2. The Firm/ company/agency should also be registered with income tax department, and should have PAN/TAN number. They should also be registered with any other authorities as required under the law.
3. The Firm/ company/agency should preferably have an experience of providing outsourced manpower for minimum of last 3 years ending on 31st of March 2015 in guest house/offices of State/Central Government/PSU/reputed Private sector.
4. They should be providing at least 15 persons as drivers at present to above organization.
5. The Firm/ company/agency should have registered office or one of its branch offices of manpower agency located either in Delhi or in any of the satellite towns of Delhi.
6. Experience will be shown by submission of work orders/ agreement and satisfactory completion or ongoing work certificates/testimonials from the employers.
7. The average annual turnover in preceding three completed financial year of the aforesaid Firm/ company/agency should be not less than Rs 25.00 lakhs (Rupees twenty five lakhs) per annum as per the audited balance sheet.
8. The Firm/ company/agency should have EPF registration and should have filed return in at least last three years for minimum 25 employees. The detail should be submitted along with the tender paper.
9. All work orders should be supported by the contact details of the employers i.e. name and address of the employer, contact person, mobile, telephone numbers so that the experience documents can be verified independently.
10. The party shall have to submit an undertaking stating all the following four conditions---  
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  - a. they have not been convicted by a court of law,
  - b. no criminal case is pending against them,

- c. they have not been black listed by any government department/PSU/agency,
- d. No work order was cancelled prematurely because of quality of services rendered by him to the employer or any other default on behalf of service provider in last three years.

### **E. Terms and conditions**

1. The Driver (as skilled labour) should have sufficient experience of driving motorcar for at least 3 years in Delhi and not been involved in any accident.
2. He should have a valid driver driving license for Light Motor Vehicle(Four Wheeler) issued by the competent authority.
3. The Driver should have good moral character and medically fit. Medical fitness certificate in respect of the Driver from a qualified MBBS Doctor is to be submitted.
4. **REPLACEMENT**-In case of absence of duty by the Driver, the firm shall provide substitute of the Driver immediately, the same day without any gap.
5. He should desirably have the knowledge of motor mechanism. He should also be able to repair minor defects in vehicles.
6. Punctuality is to be strictly observed by the Driver.
7. Late attendance/early leaving without permission will not be permitted. Proportionate deduction from wages will be made for late attendance/ early leaving.
8. The Driver shall keep the vehicle clean by regular dusting and washing. No helper will be provided for any work.
9. The Drivers should be insured by agency. In case of accident of the vehicle, degree of negligence/ responsibility on the part of driver will be ascertained by the office of Chief Administrative Officer, Bihar Bhawan and penalty will be Imposed on the contractor/Agency to the extent of repair cost of the vehicle.
10. Bihar Bhawan shall not be responsible financially or otherwise for any injury to the driver in the course of performing the functions/duties as per this tender.
11. Bihar Bhawan will not pay any charges other than the rates quoted by the contractor.
12. The contractor/agency shall provide the driver within a week from the date of receipt of the order or as desired in the order, failing which EMD/Performance Security submitted by the firm may be forfeited.

13. The contractor/agency shall not replace the drivers at random. This shall be done with the prior approval of the office of Chief Administrative Officer, Bihar Bhawan and full particulars of the personnel so deployed shall be given to the department immediately.
14. The firm must ensure that the drivers employed should be well behaved and well conversant with the traffic rules/regulations and roads/route in Delhi and surrounding localities.
15. This notice inviting tender is not an offer to contract but represents a definition of specific requirements and an invitation to recipients to submit a response addressing such requirements. Issuance of this notice inviting tender, your preparation and submission of a response and the subsequent receipt and evaluation of your response by the office of Resident Commissioner, Government of Bihar does not commit office to award a contract to any bidder, even if all of the requirements stated in the notice inviting tender are met.
16. If a bidder is selected, the bidder must be able to provide qualified drivers within 7 days after the award of contract.
17. After successful completion of the bidding, successful bidder shall have to enter into a service agreement with Chief Administrative Officer, Bihar Bhawan as per conditions in this tender document.
18. A Performance Security Deposit of Rs 2.00 lakhs (two lakhs) shall be deposited by the successful bidder at the time of signing of the Agreement. The security deposit shall be in the form of Bank fixed deposit in favour of Chief Administrative Officer, Bihar Bhawan.
19. The contract shall initially be valid for a period of one year from the date of signing of the agreement and may be extended further on a yearly basis subject to satisfactory performance, on the same terms & conditions.
20. The office of Resident Commissioner, Government of Bihar may modify these requirements in whole or in part and/or seek additional bidders to submit bids, or may take any other decision for deciding the bid in more transparent way and for better administrative decision.
21. The Firm/ company/agency shall be responsible for making all payments to his employees including wages, leaves etc in accordance with the provisions of relevant labor laws and for strict observance and compliance of all relevant labor and other applicable laws as are applicable or may become applicable in future including but not limited to any liability under the Minimum Wages Act, Industrial Disputes Act, Contract Labor (Regulation &

Abolition) Act, Employees State Insurance Act, Employee Provident fund Act, Payment of Gratuity Act, Payment of Bonus Act, Workmen Compensation Act, and or/any other statutory obligations including any financial liability or the obligation to maintain registers and/or records under the said Acts and the rules framed there under. The Government of Bihar will have no liability whatsoever in this regard.

22. The Firm/ company/entrepreneur shall deal with and settle the matters related with unions and shall make sure that no labour disputes/problems are referred to any office of Bihar Government. The Firm/ company/agency at all times should indemnify the office of Resident Commissioner, Government of Bihar against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act, 1938; the Workmen Compensation Act, 1923; Industrial Disputes Act, 1947; Maternity Benefit Act, 1961; or any modification thereof or any other law relating thereto and rules made hereunder from time to time. The office of Resident Commissioner or any other office of Government of Bihar will not own any responsibility in this regard.
23. The Firm/ company/agency will pay salary/allowances, etc to his employees as per rules in force and Government of Bihar shall not be responsible for any payment to the employees of the Firm/ company/entrepreneur.
24. **INSURANCE**-The Firm/ company/agency shall be responsible for securing a Third Party Insurance Policy to protect and cover all types of accidents and injuries to any person while working with Bihar Bhawan office. The Government of Bihar shall not be liable for any accident/injuries to any person within the premises of the Bihar Bhawan, arising out of the acts done by the Firm/ company/agency or his staff.
25. The Firm/company/entrepreneur should ensure the Health & safety measures of the employees. The Firm/ company/entrepreneur shall furnish medical fitness certificate for all his employees issued by Registered Medical Practitioner periodically once in 6 months and every time a new staff member is deployed.
26. The persons engaged by Firm/ company/entrepreneur workers will have to be verified by the Police. No person having adverse antecedents should be permitted to be deployed.
27. The Firm/ company/entrepreneur shall maintain a shift wise daily attendance register in which the arrival and departure of each of his employees will be recorded. This register shall be open to inspection by the officials of Bihar Bhawan authorized by the Resident Commissioner or Chief Administrative Officer. During this inspection these officers will have the authority to inspect any other clause of the agreement also.

28. The manpower so employed by the Firm/ company/entrepreneur shall not seek regularization in the service in this Bhawan at any point of time.
29. The employees of the Firm/ company/entrepreneur should not move around or loiter about in places other than their assigned workplaces nor approach the Guests or VIPs for any favor whatsoever. Any approach to Guests by the employees of the Firm/ company/entrepreneur for personal favors will lead to immediate removal of such employee.
30. The Government of Bihar would not in any manner be responsible for any act of omission or commission of the employees engaged by the Firm/ company/agency and no claim in this respect will lie against the State Government including any eventuality resulting in any mishap.
31. If it is found that there is any loss to the movable or immovable property of Bihar Bhawan/ Bihar Niwas because of the negligence/connivance/omission/commission of any act of security guard then the same will be deducted from the bills of the Firm/ company/ agency after giving the opportunity of hearing.
32. Unattended belongings of the guests should be reported at the reception of Bihar Bhawan/Bihar Niwas .
33. Firm/ company/ agency, as when called upon by the Resident Commissioner/Chief Administrative Officer shall make himself available.
34. The Firm/ company/entrepreneur may need to provide additional manpower during the visit of VVIPs on short notice on prorata payment basis.
35. Any items handed over to the Firm/ company/agency by the Bihar Bhawan office shall be accounted for and the Firm/ company/agency would be responsible for safe handing over of these to the Bihar Bhawan at any point of time and whenever the Contract becomes terminable. The items shall be handed over to a responsible Officer of the Bihar Bhawan Office.
36. Frequent changes of workers should be avoided.
37. The change of staff should be informed at least 3 days in advance to the concerned officials at the Bihar Bhawan office.
38. In case of breach of any terms and conditions attached to this contract, the Performance Security Deposit of the agency will be liable to be forfeited by the office of Resident Commissioner, Government of Bihar besides annulment of the contract and any other action as deemed fit.

39. The office of Resident Commissioner, Government of Bihar reserves the right to withdraw/relax any of the terms and conditions mentioned above and/or issue any fresh instruction so as to overcome any problem that may arise at a later stage. Also the information submitted by the tenderers can be verified by the office of Resident commissioner to decide the tender.

### **F. Payment Clause**

1. Payment will be made on monthly basis starting from the succeeding month of this Contract becoming into force upon submission of the bill in duplicate.
2. Payment of the bill will be based on standardized invoices. The Chief Administrative Officer/ Resident Commissioner may verify the authenticity of the bills and for this purpose they may request to provide additional information from the service provider or any other person /office.
3. The Firm/company/entrepreneur shall be solely responsible for making all statutory subscriptions/payments/contribution related to labour employment including EPF/ESI payments. For this purpose one under taking shall have to be submitted every time with the bill stating that all the persons engaged have been paid their dues EPF/ESI as per rules.
4. No advance payment will be made.
5. TDS/service tax is recoverable as per rules in force from each claim.

### **G. Penalty Clause:**

1. A penalty of Rs. 5000/- (Rupees Five Thousand only) for each instance of deficiency in service may be imposed upon the Firm/ company/entrepreneur by the Chief Administrative Officer after recording reasons. However, this will not be any binding for taking any other legal action against Firm/ company/entrepreneur.
2. The appeal against the order of the Chief Administrative Officer shall lie with the Resident Commissioner, Government of Bihar.



## **H. Termination clause**

1. In case of persistent default or unsatisfactory service or breach or infringement of any of the Terms and Conditions of this Agreement, the Resident Commissioner reserves the right to terminate the Contract and the Security Deposit may be forfeited in such case. Also any other action may be taken as deemed fit for these violations.
2. The contract may also be terminated by either party by giving one month's notice.
3. The Security Deposit submitted by the successful Firm/ company/entrepreneur will remain deposited as security deposit during the period of contract, and any charge on the Firm/ company/entrepreneur may be adjusted against the Security Deposit.

## **I. Arbitration Clause.**

1. Any claims, dispute and or differences (including a dispute regarding the existence, validity or termination of this contract) arising out of, or relating to this contract including terms shall be resolved through joint discussion of the authorized representatives of the concerned parties. However if the disputes are not resolved by the discussion as aforesaid within a period 30 days, then the matter will be referred for adjudication to the arbitration of a sole arbitrator to be appointed by the office of Resident Commissioner, Bihar Bhawan in accordance with the provisions of the Arbitration and Conciliation Act 1996 and rules made thereunder including any modifications, amendments and future enactments thereto. The venue for the arbitration will be New Delhi and the decision of the arbitrator shall be final and binding on the parties.
2. Jurisdiction of Court: This contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the courts in Delhi.

## **J. Submission of Proposal**

- a. For bidding two cover systems will be followed
  - ✓ A Cover should contain the technical bid with EMD of Rs.50,000/- ( fifty thousand )in separate envelop marked "TECHNICAL BID FOR DRIVERS".(In the prescribed format in annexure- I only)
  - ✓ B Cover should contain the Financial Bid in separate envelop marked "FINANCIAL BID FOR DRIVERS". (In the prescribed format in annexure- II only)
- b. The bidders are required to quote a lump sum amount per person inclusive of all prevailing taxes and fees including service tax, uniform etc. for providing services of outsourced manpower. Though this rate shall not include the service charge by the Firm/ company/entrepreneur for providing the services to this office, which will be quoted separately.
- c. The bid should be quoted in figures as well as in words separately. There should be no cutting on the rates quoted so.
- d. If there is any increase in the minimum wage after signing the agreement and after first payment then that net incremental amount in minimum wage per person will be enhanced by this office.
- e. The bidders are required to pay an earnest money deposit of fifty thousand rupees (Rs 50,000) in the form of demand draft in favour of Chief Administrative Officer, Bihar Bhawan , payable at New Delhi along with the tender documents.
- f. Financial bids will not be opened in respect of unqualified Technical bids.
- g. The D.D. for EMD must be enclosed in the envelope containing the technical proposal. Any Proposal without EMD shall be liable for rejection. The amount of EMD shall not carry any interest.
- h. The EMD paid by the unsuccessful bidders shall be refunded to them without interest, after the award of work is finalized by the office of Chief Administrative Officer, Government of Bihar or after the date of expiry of validity of offer, unless the validity of the offer is extended by mutual consent.
- i. It will be imperative on each bidder to fully inform himself of all local conditions and factors, which may have any effect on the execution of works/services covered under these documents and specifications. Intending Bidders shall visit the site and make themselves thoroughly acquainted with its local site conditions. It is suggested to the bidders to conduct a demographic study to identify the local utility areas (communication and transport conditions, effective labour required to be involved and other features) which will help the

bidders to consider all such factors during estimation for performing services as indicated in this Bid Document.

- j. It must be understood and agreed that all the factors have properly been investigated and considered while submitting the bids. No financial adjustment arising thereof shall be permitted by the office of Resident Commissioner, Government of Bihar, which are based on lack of such clear information. Further, no claim for financial adjustment to the contract awarded will be entertained by the office of Resident Commissioner, Government of Bihar.
- k. Bids by Firm/ company/entrepreneur must be signed with the legal name of the Firm/ company/agency by the President/Managing Director or other person or persons authorized to bid on behalf of such President/Managing Director in the matter. Significant evidence of authority of the person signing on behalf of the Bidder in the form of Power of Attorney or Board Resolution shall be furnished with the Bid.
- l. Proposals submitted by the bidders and containing vague and indefinite expressions such as "subject to availability" etc. will not be entertained. Full responsibility is to be accepted by the bidder.
- m. Bidders are advised in their own interest to ensure that the proposals reach the specified office well before the closing date and time of Bid (Proposal) Submission. Any bid received after dead line for submission may be rejected or returned unopened.
- n. The bid shall be kept valid for a period of one hundred twenty (120) days from the stipulated last date of submission of bids. The overall offer for the assignment and bidders quoted prices shall remain unchanged during the period of validity. In case the bidder withdraws, modifies or changes his offer during the bid validity period, the Earnest Money deposit paid by him shall be forfeited without assigning any reason thereof.
- o. The office of Resident Commissioner, Government of Bihar reserves the right to accept or reject any or all proposals without giving or assigning any reason for its decision. The whole work may be split between two or more Service Providers or accepted in part and not entirely, if considered expedient by the office of Resident Commissioner, Government of Bihar.
- p. Tenders are liable to be rejected in case any of the particulars/prescribed information is either missing, found incorrect or incomplete in any respect and/or if the prescribed conditions are not fulfilled.
- q. Canvassing in connection with the tender is strictly prohibited and proposals submitted by bidders who resort to canvassing will be liable to rejection.
- r. Evaluation of proposals shall be at the sole discretion of the office of Resident Commissioner, Government of Bihar and no suggestion and/or communication shall be entertained in this regard. The office of Resident Commissioner, Government of Bihar reserves the right to reject or accept and to annul the bidding process and reject all the bids at any time prior to the award of contract, without thereby incurring any liability to the effected bidders or any obligation to inform the affected bidders of the ground for action.

- s. The office of Resident Commissioner, Government of Bihar reserves the right to call for additional information/clarifications from the bidders/or to verify the information given by the tenderer.
- t. The cost of preparing the bids, presentation contract including site visits etc. will be borne by the bidders themselves and in no case will be reimbursable by the office of Chief Administrative Officer, Government of Bihar.
- u. The quoted rate which are less than prevalent minimum wages( as skilled labour) prescribed by the Government of Delhi are liable to be rejected.

**1. Service Agreement**

After the finalization the successful Firm/ company/agency would be invited to execute the Service Agreement with the Chief Administrative Officer, Bihar Bhawan. This agreement will have, apart from others, the specific conditions also.



## TENDER FORM (A)

ANNEXURE - I

### TECHNICAL BID FOR PROVIDING DRIVERS

- 1) Name of the applicant Firm/ company/agency :
  
- 2) Organizational Status :

Name	Corporate ID number in Certificate of Incorporation	Registered Office and branch Office Location address	Name of CEO / MD	Contact email, fax, tel, mobile nos.	Registration number with Central Excise and Service Tax	PAN number	TAN number

#### Supporting Docs

- 3) Number of years of experience in providing services of outsourced manpower for minimum of 3 years in guest house/offices of State/Central Government/PSU/reputed private sector. **(Please mention only those experiences which firm/company/agency deems relevant for their technical bid qualification as per tender qualifying criteria.)**

A.....from.....to.....

B.....from.....to.....

C.....from.....to.....

- 4) Annual turnover in the previous 3 financial years with proof of commensurate TDS deductions thereon. (Minimum Rs 25.00 lakhs per year)

Name of the Firm/ company/agency	Annual Turnover



	2012-13	2013-14	2014-15

- 5) EPF registration number
- 6) Copy of EPF returns filed in last three years with number of employees.(minimum 25 employees per year)  
(Please attach copy of the returns in each of the last three years.)
- 7) ESIC number
- 8) Please also attach the following supportive documents---
  - a) Audited financial statements of the previous 3 years along with copies of Income Tax returns.
  - b) The party shall submit declaration stating all the followings conditions-----
    1. they have not been convicted by a court of law,
    2. no criminal case is pending against them,
    3. they have not been black listed by any government department/PSU/agency,
    4. no work order was cancelled prematurely because of quality of services rendered by him to the employer or any other default on behalf of service provider in last three years.
  - c) Refundable security fee of Rs 50,000(fifty thousands) as draft no..... name of bank..... in the name of the Chief Administrative Officer, Bihar Bhawan, Payable at Delhi is being accompanied with the proposal.

**Date:**

**1. Signature**.....

**2.Name** .....

**3. Designation in the company**.....

**4. Address**.....

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Seal

**(The filling of the form above and signature on the above mentioned place is mandatory. The bids with unfilled form/ without signature are liable to be rejected.)**



## TENDER FORM (B)

ANNEXURE - II

### FINANCIAL BID FOR PROVIDING DRIVERS

I offer to provide drivers (as skilled labour) in Bihar Bhawan Complex, Bihar Bhawan, 5, Kautilya Marg, Chanakyapuri, New Delhi-110021 as per the terms and conditions laid down in this tender document. The proposed rate per driver (as skilled labour) will be

Sno	Particular(per driver)	Amount	Amount in Words
1	Proposed Minimum Wage		
2	ESI		
3	PF		
4	Service Tax		
5	Service / Admn Charge, if any		
6	Total		

Note:

- ✓ As per our requirement the drivers will come under skilled category of labour.
- ✓ I further understand that the Resident Commissioner, Bihar Bhawan has the right to accept or reject my offer without assigning any reason thereof and I shall abide by that decision.

**Date:**

**1. Signature.....**

**2. Name .....**

**3. Designation in the company.....**

**4. Address.....**

.....

Seal

(The signature on the above mentioned place is mandatory. The bids without signature are liable to be rejected.)

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