

No.34011/3/2015-Admin.  
Government of India  
Ministry of Chemicals and Fertilizers  
Department of Fertilizers  
Office of FICC  
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8<sup>th</sup> Floor, Sewa Bhawan, New Delhi.

Dated 30<sup>th</sup> November 2015

**Tender Notice**

**Sub:- Services of a Driver**

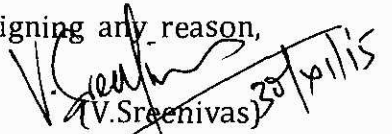
1. FICC an attached office of Department of Fertilizers invites tender from reputed experienced and financially sound service Providers for providing services of One Driver for its office located in Sewa Bhawan, New Delhi. The contract will be initially for a period of one year. However, the contract maybe extended subsequently, on mutual consent, for a period two years subject to satisfactory services, depending upon the requirement and administrative conveniences of the office.

(a)The interested service providers may submit their rates latest by 1.00 PM on 15.12.2015. No application will be accepted after the expiry of stipulated date and time for the purpose under any circumstances what so ever.

(b)The tender to be submitted along with all relevant documents to Director (Admin.) FICC, 8<sup>th</sup> Floor, Sewa Bhawan, R.K.Puram, New Delhi.

(c)The successful tender will have to deposit Performance Security Deposit (PSD) of Rs.10,000/- (Rupees Ten thousand only) in the form of Fixed Deposit Receipt (FDR) made in the name of the Agency and hypothecated to the Pay & Account Office, Department of Fertilizers, New Delhi-110001 covering the entire period of the contract. The Performance Security Deposit should remain valid for a period of ninety days' beyond the stipulated date for completion of the contract for initial one year. In case the contract is further extended beyond the initial period, the Performance Security Deposit will have to be accordingly renewed by the successful Tenderer.

(d)The competent authority in the department of fertilizers reserve the right to cancel the tender at any time or amend/withdraw any of the terms and conditions contained in the tender Document, without assigning any reason, thereof.

  
(V.Sreenivas)  
Director (A&I)

1.All Ministries/Department of Government of India located at New Delhi/Delhi. It is requested that this letter may be brought to the notice of contractors/service providers engaged by them for responding to this Department, in case they are interested.

**The General terms & conditions for the contract are as under:**

(i) The firm/contractor will be responsible for the conduct and behaviour of the driver. The driver must be able to read and write in Hindi or English or any other regional language and should be young and active with good health.

(ii) The firm should have an experience of at least three year in providing the service and supply of 'Workers/drivers at least in three Govt. Ministries/Departments/PSUs. The firm/contractor must be financially sound.

(iii) The firm should not be blacklisted.

(iv) The firm/contractor shall furnish the details of the driver deployed along with their full names, father's name, date of birth, full residential addresses (present & permanent), contact tel. no. etc. The firm/contractor shall be responsible to get the character and antecedents of the driver verified by Police before deploying them in the Department of Fertilizers. The authenticated copies of the police verification certificate/documents of the driver, who are to be deployed in this Department, shall be submitted by the firm to this department. This Department also reserves the right to get the workers verified by the police, if necessary.

(v) The firm shall also ensure that driver deployed in this Department are medically fit and will keep record of their medical fitness. The company shall withdraw such driver, who are not found suitable by the Department for any reasons, immediately on receipt of such request from the Department. The copies of medical fitness certificate of the driver, who are to be deployed in this Department, shall be submitted by the successful bidder to this Department.

(vi) The driver deployed shall be required to report for duty at 9.30AM on the working days to the AD(Admin), FICC, Sewa Bhawan, New Delhi and during his absence to Director (Admin.) and to work until 6.00 PM or more as per instructions of Director (Admin.)

(vii) The person engaged will observe office discipline and decorum and shall not misbehave with any official.

(viii) If, at any point of time, if driver abstains himself, a substitute shall be provided immediately by the contractor.

(ix) In case driver is absent on a particular days and substitute is not provided, daily rate/prorata shall be deducted from the bill for the month.

(x) The firm/contractor shall be directly responsible for settlement of any dispute or grievance of the driver relating to his/deployment in FICC and any other matters that may arise and this department, in no way be responsible for settlement of such issues/dispute.

(xi) Any liability regarding payments of wages to the driver arising due to non-compliance with any of provisions of the labour law or due to any human loss/injury during the course of work will be the sole and personal

responsibility of the contractor. The successful firm/contractor shall submit, a notarized affidavit on a stamp paper of appropriate value to the effect that the firm undertake to pay Minimum rates of wages to the driver engaged as per applicable order of govt. of NCT, Delhi and to enhance the rates, as and when it is revised as well as statutory dues w.r.t. ESI, EPF etc. to this Department.

(xii) The successful bidder will submit an undertaking in form of duly executed affidavit to deposit EPF contribution of the Employer and Employee in the EPF Account of the workers every month.

(xiii) The successful bidder will also submit an undertaking in form of duly executed affidavit to the effect that if the contractor does not provide copies of depositing employer and employees share in the EPF Account of the employee, he will not be entitled for these payments.

(xiv) The successful bidder will also submit an undertaking in the form of duly executed affidavit to comply with the instruction relating to payment of EPF in respect of those employees who are not in excluded category as per instruction issued by the Government on the subject.

(xv) The employer's share of EPF will not be paid to the contractor for driver/worker are in the excluded category of EPF contribution as per latest guidelines issued by Ministry of Labour & Employment in this regard.

(xvi) The firm/contractor shall undertake to provide the services for the entire duration regularly failing which the Performance Security Deposit and such other amount that may be due from this FICC to the firm shall stand forfeited.

(xvii) If, at any point of time, the service being provided by the firm/contractor are found to be unsatisfactory in any manner, the office of FICC will have full authority to discontinue the services of the firm/contractor by giving notice of 15 days. The decision of the FICC in this regards shall be final and binding on the contractor.

(xviii) In emergent situations the services of the driver may be required on Saturdays/Sundays/Holidays also.

(xix) If any extra services are provided viz. additional hours of duty, duty on holiday, the contractor may claim the terms of minimum wages prescribed.

(xx) If driver arrives late or leaves early, a deduction of the daily rate shall be made on half-day basis.

(xxi) At present one driver is proposed to be deployed but the number may vary depending on requirement at the particular moment.

(xxii) The deployment will be for a maximum period one year, which may vary depending upon performance of the service provider and the requirement of the office.

(xxiii) If, at any point of time, the services of any driver is being provided by the firm/contractor are found to be unsatisfactory or not of the expected level in any manner, firm/contractor shall change the driver immediately.

(xxiv) The driver shall not be entitled for any financial benefits that are admissible to regular employees of the FICC. However, the contractor is required to pay wages to the workers engaged strictly as per the Minimum Wages Act modified from time to time including EPF, ESI and other social security schemes of the Government of NCT of Delhi and Ministry of Labour. The weekly rest etc. should also be allowed to driver as per statutory provisions. This is required to be quoted by all bidders at the time of submitting bids, which would be increase as and when increased by the Government authorities. All the Statutory requirement such as obtaining valid Labour license on the basis of contract letter and compliance of all.

The provisions of social security legislations in general and provision of the Contract Labour (Regulation & Abolition) Act, 1971 and the Contract Labour (R&A) Rules, 1972 in particulars are required to be complied with by the contractor. The contractor should quote their Service charge for providing services of driver to this Department over and above the statutory payments to be made to driver, so deployed. Except the Administrative Service Charge, quoted by the service provider, no other amount is to be retained by the service provider out of the minimum wages, EPF, ESI etc. as mandated by the statutory provisions on the subject. The proof of depositing the service tax with the appropriate authorities have to be submitted to this office periodically.

(xxvi) The rates of wages and the consequential revision in the statutory contribution on drivers wages will be revised by this Department from the date of statutory revision in minimum wages of the worker and in case of revision in the rate of contribution on worker's wages (i.e. EPF, ESI etc.) by the Delhi Government/Central Government, whatsoever may be the case. However, there will be no increase in the Administrative Service Charges quoted by the firm/contractor.

(xxvii) Complementary service by any firm is not accepted. If any firm quote the Administrative Service Charges as Zero/Nil, it shall be treated as a invalid quote and shall result in summarily dismissal of the bid even though the firm otherwise qualifies.

(xxviii) The firm should be registered with ESI, PF, Service Tax, Work Contract Tax, Labour License & PAN with the concerned authorities.

(xxix) The contractor shall comply with all relevant Laws and the Rules made there under viz. Income Tax, ESI Act, PF Act, Factories Act, ID Act Contract Labour (Regulation & Abolition) Act., Private Security Agencies (Regulation) Act, 2005 and Private Security Agencies Central Model Rules, 2006. Payment shall be conditional on fulfillment of the provision of these Acts and the rules framed thereunder.

((xxx) The contractor must be registered under Contractor labour Act and must have the valid labour License for at least 150 workers from the competent licensing officer under the provision of the Contract Labour (Regulation &

Abolition) Act, 1970 and the Contract Labour (Regulation & Abolition) Central rules, 1971.

(xxxix)The payment of wages to the driver have to be made by the contractor in accordance with the provision of Section 21 of the Contract labour (Regulation & Abolition) Act, 1970. The provision of the said section are given as:

1. Responsibility for payment of wages(1)A contractor shall be responsible for payment of wages to each worker employed by him as contract labour and such wages shall be paid before the expiry of such period as may be prescribed.
2. Every principal employer shall nominate a representative duly authorized by him to be present at the time of disbursement of wages by the contractor and it shall be in the duty of such representative to certify amounts paid as wages in such manner as may be prescribed.
3. It shall be the duty of the contractor to ensure the disbursement of wages in the presence of the authorized representative of the principal employer.
4. In case the contractor fails to make payment of wages within the prescribed period or makes short payment, then the principal employer shall be liable to make payment of wages in full or the unpaid balance due, as the case may be, to the contractor labour employed by the contractor and recover the amount so paid from the contractor either by deduction from any amount payable to the contractor under any contractor or as a debt payable by the contractor.

(xxxixii)The firm/contractor will make payment of wages to the driver by 7<sup>th</sup> of every month.

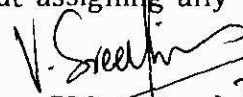
(xxxixiii) In case of failure to make payment of wages to the driver within the prescribed period or making short payment by the firm/contractor, the Performance Security Deposit amount deposited by the firm/contractor with the Department will be forfeited. The firm will also be blacklisted.

(xxxixiv) The contract can be renewed at the appropriate time depending upon the requirement of the Department and performance of the contracting firm during the contract period.

(xxxixv)All the relevant/supporting documents may be submitted alongwith the tender.

(xxxixvi)It is also stated that there shall be no employer-employee relationship between the driver provided by the firm/contractor and FICC.

(xxxixvii)FICC reserves the right to reject any/all offers without assigning any reason thereof.

  
(V.Sreenivas) 30/11/15  
Director(A&I)