

PATNA HIGH COURT, PATNA
Tender Notice No. 02 / 2025 (C.O.'s Office)

Sealed quotations are invited from bonafide, reputed and experienced agencies / firms for outsourcing of services of 20 (Twenty) Car Drivers in the Patna High Court, Patna.

Information and instructions for tenderers / bidders :-

1. The tender shall be submitted in a single envelope containing two parts, i.e., (i) Technical Bid and (ii) Financial Bid [both in separate sealed covers, as per Annexure – I (For Technical Bid) & Annexure – II (For Financial Bid)]. Non availability of any of the demanded document(s) may result in rejection of tender and in the **Technical Bid**, the required documents must be enclosed properly in the manner and sequence as indicated in **Annexure – I**. Submission of irrelevant and unnecessary documents may be avoided.
2. Terms and conditions :- as per **Annexure – III**.
3. The tender proposal will have to be submitted by the bidder in **hard copy** with all pages containing page number, authorized signature and seal of the agency / firm (**In case the promoter or owner of the agency / firm does not sign the tender by himself / herself, a letter of authorization issued to the authorized person to sign the tender will be required**).
4. The period of contract would be of **one year (from the date of start of service)**, extendable upto suitable period on terms and conditions or with amendments as may be mutually agreed to, subject to satisfactory performance of the agency / firm and approval of Patna High Court, Patna.
5. The Drivers will have to be provided by the agency / firm within 15 (Fifteen) days of award of contract or directed otherwise.
6. The agency / firm should be well – established and registered with the concerned Government Authorities and having an experience of at least three years in providing the services of Drivers on outsourcing basis.
7. The agency / firm must be registered with appropriate authorities under Employees Provident Fund Organization and Employees State Insurance Corporation and also must possess PAN Number & GST Registration.

8. The agency / firm shall submit a notarized affidavit on a stamp paper of appropriate value to the effect that the agency / firm has not been black listed / deregistered / barred by the Central Government / State Government / Public Sector Undertaking / Autonomous Bodies during period of business **AND** no any criminal case has been registered against the agency / firm or its owner / partner anywhere in India.

9. Agencies / firms shall quote their rates / charges clearly avoiding any cutting / overwriting. The rate(s) quoted should be inclusive of all statutory deductions including EPF, ESI contributions, Bonus etc. and would be in conformity with the Minimum Wages Act etc. and other statutory requirements.

10. An Earnest Money Deposit (EMD) of Rs. 15,000=00 (Rs. Fifteen thousand only) must be enclosed alongwith quotation in the form of Demand Draft / Bankers Cheque issued from Nationalized / Scheduled Bank in favour of Registrar General, Patna High Court, Patna, payable at Patna. No interest shall be paid on the EMD. The EMD shall be forfeited in case the selected / successful bidder does not accept the work order or unable to provide the required number of Drivers, as per stipulated terms.

11. The number of Drivers may be increased or decreased by the Patna High Court, Patna, as per requirement of the Court at any point of time.

12. The Patna High Court, Patna reserves the right to accept or reject any or all quotations or cancel the whole tender without assigning any reason whatsoever.


13. The interested agencies / firms may submit their quotations in the name of the undersigned on the above terms and conditions on or before 26 / 03 / 2025 (Wednesday) upto 05:00 P.M. in the box [marked exclusively for Tender Notice No. 02 / 2025 (C.O.'s Office)] kept outside the chambers of the O.S.D., Purchase Cell, Patna High Court, Patna, which is scheduled to be opened on 26 / 03 / 2025 (Wednesday) at 06:00 P.M. in presence of all the tenderers / bidders and authorized officials of the Patna High Court, Patna.

14. Quotations received after stipulated date / time or through online / any other mode shall NOT be entertained.

15. The tenderer / bidder must mention the tender number, i.e., Tender Notice No. 02 / 2025 (C.O.'s Office) on the top of the envelope.

16. All such tenderers / bidders or their authorized representatives are hereby requested to remain present on the date / time of opening of bids and no separate information regarding the same will be issued any further.

Date :- 10/03/2025


(Registrar General, I/c)
Patna High Court, Patna

Technical Bid**Subject: Quotation for outsourcing of services of Car Drivers in the Patna High Court, Patna**

Sl. No.	Particulars	Details to be filled by the bidders alongwith page number (copy of the documents to be attached)
1	Name of the agency / firm, its profile, complete office address, Telephone No., E – Mail ID alongwith name of the authorized contact person with his / her self and alternate mobile no.	
2	Details of Earnest Money Deposit (EMD) (i) Amount (ii) Draft No. (iii) Date (iv) Issuing Bank	
3	Registration details with the concerned Government Authorities AND with appropriate authorities under Employees Provident Fund Organization and Employees State Insurance Corporation	
4	PAN and GST Registration details	
5	Proof of IT Returns of last three Financial Years, i.e., 2021 – 2022, 2022 – 2023 and 2023 – 2024 AND latest GST Returns	
6	Annual turnover during last three Financial Years, i.e., 2021 – 2022, 2022 – 2023 and 2023 – 2024	
7	Proof of last three years of experience in respect of providing the services of Drivers on outsourcing basis (in a consolidated chart showing details of their clients and works separately)	
8	Notarized affidavit on a stamp paper of appropriate value to the effect that the agency / firm has never been black listed / deregistered / barred by the Central Government / State Government / Public Sector Undertaking / Autonomous Bodies during their period of business AND no criminal case has been registered against the agency / firm or its owner / partner anywhere in India	

Date :-

Signature of the bidder / authorized
signatory with seal of the firm

Place :-

Phone No. :

E – Mail ID :

Financial Bid

Subject: Quotation for outsourcing of services of Car Drivers in the Patna High Court, Patna

Sl. No.	Payment in Head	Amount
1	Total wages to be paid to all the 20 (Twenty) Car Drivers [Bifurcated charts for wages to be paid to the Car Drivers per day AND per month (26 days), to be submitted as enclosures]	
2	Employees Provident Fund @ 13%	
3	Employees State Insurance @ 3.25%	
4	Bonus @%	
5	Any other charges (please indicate)	
6	Service Charge @%	
7	GST @ 18%	
	Total (Adding the amount figured for Sl. No. 1 to 7)=	

Date :-

Place :-

Signature of the bidder / authorized signatory with seal of the firm

Phone No. :

E – Mail ID :

Terms and conditions

Subject: Quotation for outsourcing of services of Car Drivers in the Patna High Court, Patna

1. The agency / firm shall provide the services by engaging its own workforce independently.
2. All the Drivers engaged or employed by the agency / firm would, therefore, work under the exclusive administrative, organizational, supervisory and disciplinary control of the agency / firm and the agency / firm alone shall be responsible for their activities under overall control of Patna High Court, Patna.
3. The agency / firm being the employer of the Drivers deployed for providing the services in Patna High Court, Patna shall alone be responsible for payment of salaries, bonus, overtime etc. as per the applicable Laws and Rules in this regard.
4. The agency / firm shall provide proper uniform (as concurrently decided between the Patna High Court, Patna and the agency / firm) and identity cards to its Drivers carrying the logo of agency to the satisfaction of Patna High Court, Patna.
5. The agency / firm shall strictly adhere to the provisions of Employees Provident Fund and Miscellaneous Provision Act, 1952; Employees State Insurance Act; Contract Labour (Regulation & Abolition) Act, 1970; Payment of Wages Act; Minimum Wages Act; Workmen Compensation Act and other Labour Laws & Acts meant for protection and welfare of the workers etc. in respect of all their Drivers deployed in the services of the Patna High Court, Patna. In case of any notice to the Patna High Court, Patna from any Authority or Court, or any loss suffered by the Patna High Court due to non-compliance of the provisions of the Acts referred above, the agency / firm shall indemnify the Patna High Court for any such loss or damage suffered. In the event of violation / contravention of any of the above mentioned Laws / Acts / Rules / Regulations, the agency / firm shall alone be liable / responsible.
6. No advance payment shall be made. The agency / firm would submit its bill for the previous month by 15th of every forthcoming month, together with proof of payments for the previous month, made to the Drivers and deposit of statutory liabilities such as EPF, ESI etc. as may be

applicable, so that the same shall be processed for payment by the Patna High Court, Patna, in time. No interest on the amount of service fee will be payable on account of delayed payment by the Patna High Court, Patna.

7. The agency / firm shall ensure that the Drivers to be deployed in Patna High Court, Patna must possess valid Commercial License / Professional License as per Government Norms for driving of all types of Cars with at least three years' of experience, should be medically fit and should maintain decency, politeness, neat dress and good habits.

8. The agency / firm must verify the overall conduct of the Drivers prior to their deployment in the Patna High Court, Patna and also ensure that there shall be no criminal cases filed against or pending against any of the Drivers, so provided, in any Court. The character and antecedents of the Drivers is to be got verified from the agency / firm at its own level and the same must be submitted to the Patna High Court, Patna.

9. If the Drivers, so deputed by the agency / firm in the Patna High Court, Patna will be found involved in any illegal activity (either self or involvement in any manner), proper legal action will be taken by the agency / firm against the Driver and information to this effect will be provided to the Patna High Court, Patna and proper substitution within reasonable time be provided by the agency / firm accordingly.

10. The agency / firm must have mechanism so that the Drivers may not proceed on leave without any intimation or proper leave application and in case of the Drivers proceed on leave, their substitution may be made by the agency / firm in time so that no inconvenience may cause to the Patna High Court, Patna. If no substitution will be made by the agency / firm, payment for such number of days will be deducted accordingly.

11. The agency / firm shall not replace the Drivers at random. This shall be done with prior approval of the concerned authorities of Patna High Court, Patna and full particulars of Driver so deployed / replaced shall be given to Patna High Court, Patna immediately, if not provided earlier.

12. The Drivers deployed by the agency / firm shall be responsible for up keeping and cleaning of Cars on day to day basis. The Drivers shall also be responsible to maintain and up-date log book

and fuel records of the Cars on daily basis. In case of any default, the erring Driver shall be immediately removed by the agency / firm and suitable replacement to be provided by the agency / firm.

13. The agency / firm shall provide list of Drivers along with details of their Identity Proof, Driving License, Contact Number(s), Residential address alongwith proof thereof even in case of change of Drivers in between, if any.

14. The Patna High Court, Patna shall not be responsible financially or otherwise for any injury to the Drivers in the course of performing the functions / duties so assigned to them.

15. The Patna High Court, Patna shall not pay any other allowance separately to the Drivers provided by the agency / firm in any case. The hiring of Drivers from the agency / firm shall be purely on outsourcing basis and no claim shall be admissible as per Staff Car Driver Rules of said hiring.

16. The agency / firm will have to provide the replacement of Driver in case of any eventuality. The Patna High Court, Patna will have the right to ask the agency / firm for removal of any Driver, who is not found competent or disciplined.

17. There shall be no relationship of employer – employee between the Patna High Court, Patna and the Drivers engaged or employed by the agency / firm for providing the services to the Patna High Court, Patna. The Drivers of the agency / firm shall never be deemed to be the employees of the Patna High Court, Patna under any circumstances whatsoever.

18. The Drivers employed or engaged by the agency / firm shall have no right whatsoever to raise or put up any claim to the Patna High Court, Patna.

19. The agency / firm will ensure that its Drivers shall not, at any point of time during the term of the contract or beyond, divulge to any person or organization any information or document concerning the Patna High Court, Patna, which the agency's / firm's the Drivers happen to acquire or become aware of in the course of their duties, except with written permission of the Patna High Court, Patna. Any observed non-compliance with this clause may result in termination of contract.

20. The agency will agree and undertake to pay the Drivers engaged by it for fulfillment of its obligations, wages not less than the minimum wages as prescribed by the Government of Bihar and as revised from time to time.

21. The agency / firm will keep the Patna High Court, Patna fully indemnified against any consequences arising out of non-fulfillment of any statutory obligations / requirement by the agency / firm, or in respect of any dispute of employer – employee relationship or otherwise that might be raised by the agency's / firm's Drivers against the Patna High Court, Patna and / or against any damage to, or loss or theft of materials or property of premises owned by the Patna High Court, Patna arising out of any accident involving any omission or any Driver/s of the agency / firm or in respect of any accident involving any Driver of the agency / firm for the purposes of the Workmen's Compensation Act. The agency / firm shall compensate the Patna High Court, Patna for any loss or damage caused to the Patna High Court, Patna because of the absence or negligence or connivance etc. of, or for any other reason attributable to, any Driver of the agency / firm.

22. The agency / firm will maintain all statutory records and submit periodical returns or reports in time, as required under the Law. If the agency / firm commits breach of any Law applicable to it, shall alone be responsible for the penal consequences and liable to meet the financial liabilities arising out of such breach or contravention. The agency / firm will agree that the Patna High Court, Patna shall not be responsible in any manner whatsoever for any offense committed by the agency / firm and as such any prosecution or legal proceedings for such offence shall be against the agency / firm alone.

23. The Officers of the Patna High Court, Patna shall be entitled to inspect the records maintained by the agency / firm in respect of the agency's / firm's Drivers deployed by it for providing the services to the Patna High Court, Patna. The agency / firm shall submit a certificate in the first week of every month to the Patna High Court, Patna, certifying that the agency / firm has complied with the provisions of all Laws as applicable to it and / or its Drivers deployed for providing the services to the Patna High Court, Patna. The Officers of the Patna High Court, Patna shall be entitled to take the requisite documentary proof in this regard from the agency / firm , including attested photocopies of relevant registers, returns, etc., as maintained by the agency / firm.

24. Agency / firm or its Drivers shall not use premises of Patna High Court, Patna for any purpose other than the purpose for which the contract will be made.

25. The agency / firm shall ensure that any dispute between it and its Drivers is settled outside the premises of Patna High Court, Patna.

26. All disputes, claims or proceedings between the Patna High Court, Patna and the agency / firm, relating to the contract shall be subject to the Jurisdiction of the Courts at Patna only.

27. Either party may terminate the contract upon giving thirty days advance notice of termination to the other party or without notice upon paying to the other party the equivalent of one month's consideration under the contract.

28. The agency / firm shall be liable to remove its personnel from the premises of the Patna High Court, Patna peacefully on termination / expiry of the contract in a manner befitting the spirit of the contract.

29. In the event of non-compliance of the above clause, the Patna High Court, Patna will reserve its right to terminate the contract with immediate effect.

30. JURISDICTION OF COURT

In case of any dispute and difference arising in respect of this contract, the Civil Court, Patna shall alone have exclusive Jurisdiction to decide any difference / dispute / claim arising out of it in respect to the said contract.