



**EMPLOYEES' STATE INSURANCE CORPORATION
SUB-REGIONAL OFFICE
PANCHDEEP BHAVAN, S.NO. 689 / 690.
BIBVEWADI PUNE - 411 037.
(ISO-9001:2008 Certified)**

Phone:020-2421-1138,-1139, Fax:020-24215153, E-mail: dir-pune@esic.nic.in

NOTICE INVITING TENDER

Tender No. 09/2015

The Director , Employees' State Insurance Corporation, Sub Regional Office, Bibvewadi, Pune 411037, invites **Sealed Tenders under two envelope system (Technical Bid & Financial Bid)** from professional travel/transport agencies for hiring of passenger vehicles on monthly basis for official use of Sub Regional Office, Pune for a period of Three years from the date of commencement of the contract as under:

SALE OF TENDER	26/06/2015 to 10/07/2015 (from 10.00 a.m. To 5.00 p.m.) On all working days.
LAST DATE OF SUBMISSION OF BID	20/07/2015 (Upto 3.00 pm)
OPENING OF THE TENDER	20/07/2015 (At 04.00 pm)
Tender document can be obtained and submitted	On above mentioned address order
Amount of EMD	Rs. 12000/- By Demand Draft/Pay order

Bidders downloading the Tender Forms from our website : www.esicpune.in and www.esic.nic.in shall have to submit Demand Draft/Pay Order towards cost of the Tender Forms @Rs.250/- for each Tender Form in favour of ESIC A/C No. 1, payable at Pune, not drawn later than 10/07/2015. The tender notice can also be viewed in Indian Trade Journal, Kolkata and eprocure.gov.in/epublish.

Place : Pune

ASSTT. DIRECTOR (General)

Date: 24/06/2015

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TENDER DOCUMENT FOR ENGAGING VEHICLES ON HIRE BASIS

PREAMBLE

ESI Corporation is the Social Security Organization, Statutory Body set-up under the E.S.I. Act, 1948 functioning under the control of Ministry of Labour & Employment, Govt. of India. This tender document is for "Hiring of vehicles on monthly basis for official use of ESIC Corporation, Sub Regional Office, Pune for a period of Three years from the date of commencement of the contract."

GENERAL:

Sealed offers under two bid system (Technical Bid & Financial Bid) are invited from the professional Travel/Transport Agencies for hiring of vehicles on monthly basis for official use of Sub Regional Office, Pune for a period of Three years from the date of commencement of the contract.

NAME OF WORK :

Hiring of vehicles on Monthly rent basis for official use of ESIC Sub Regional Office, Pune.

The vehicles are proposed to be hired for an initial period of Three Years (on 5 days per week basis (from Monday to Friday) with the option of extending it for a further period at the discretion of the Director In-charge, ESIC, Sub Regional Office, Pune as mutually agreed upon.

SUBMISSION OF TENDERS :-

The tender documents duly completed and signed & sealed should be submitted in two separate parts, Technical Bid and Financial Bid. The Technical Bid (Annexure "A") should be sealed in a separate envelope and super-scribed as "Technical Bid" This should contain Technical Bid, EMD and all documents required as per Tender document.

The "Financial Bid" (Annexure "B" 1st page & 2nd page) i.e. price bid should be sealed in a separate envelope, super scribed as "Financial Bid".

Both the envelopes should again be sealed in Third envelope duly super scribed as "Bids for the Tender for Hiring of Vehicles".

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Sealed tender forms complete in all respects addressed to Shri A.K. Kaotch, Asstt. Director, should be dropped in the Tender Box, kept for this purpose at the reception on the ground floor at ESIC, SRO, Sr. No.689/690, Panchdeep Bhawan, Bibvewadi,Pune-411037 on or before 3.00 p.m. on 20/07/2015. Tenders received after 3.00 PM on 20/07/2015 shall be treated as late tender and rejected outright. Authorized representative of the tenderers, if so desire may choose to remain present at the time of opening of the tender.

Note:

- (1) Each folio of Tender Documents shall be signed by the intending Tenderer or such person on his behalf as is legally authorized to sign for and on his behalf and embossed with their official seal.
- (2) Each and every supporting document attached with the tender should be signed by the intending tenderer and embossed with official seal.
- (3) The Financial bid will be opened, only if, the Applicant Contractor fulfills the stipulated conditions for technical bid.

EARNEST MONEY DEPOSIT:

Each tenderer is required to deposit a sum of Rs.12,000/- (Rupees Twelve thousand only) as earnest money along with the Bids in the form of a crossed Demand Draft drawn in favour of "ESIC A/c No. I. "payable at Pune and valid for a minimum period of three months from the date of issue. No interest shall be payable on the earnest money deposit.

TECHNICAL QUALIFICATIONS:

- 1) Party must be registered under Mumbai Shop & Establishment Act.
- 2) Party must have PAN Number.
- 3) Party must have Service Tax Registration Number.
- 4) Party must provide the vehicles of latest model/Make and also enclose the Xerox Copy of the RCTC Book.
- 5) Party must be dealing in the said business for minimum 1 year on the date of opening of the Tender.
- 6) I.T.R for the year 2013-14 (Assessment year 2014-15) must be submitted.

ASSTT. DIRECTOR

GENERAL TERMS AND CONDITIONS FOR HIRING OF VEHICLES

1. The rate should be specified (inclusive of all taxes and statutory levies applicable from time to time except Service Tax) for 1500 kms. (reckoned from place of reporting to place of release) and 300 hrs. on monthly basis (reckoned from time of reporting to the time of release.) of both the vehicles. Normally the vehicles are required from Monday to Friday from 9.30 a.m. To 6.15 p.m. however if vehicles are required for Saturdays and Sundays or beyond the normal time as mentioned, the successful bidder, hereinafter referred as Contractor, will have to provide vehicles without any extra charges as vehicles are being hired on monthly basis. However, the kilometers/Hours usage will be calculated/adjusted in monthly limit of 1500 Kms./300 Hrs. The charges for additional hours, beyond 300 hours and additional distance beyond 1500 kms. per month should be specified in the rate (As per Annexure 'B' 1st page). Daily as well as hourly rates should also be specified as per Annexure 'B' 2nd page.

It may please be noted that ESIC reserves the right to re-tender or modify the terms and conditions of the tender. It also reserves rights to negotiate the rates with the lowest bidder.

2. Minimum daily rate (8 hours/80 kms.) should also be quoted separately with extra Km/hour charges for hiring Vehicle as and when required (In the given proforma i.e. Annexure 'B' 2nd page.).

3. Un-utilised mileage / running hours below the contracted limit of 1500kms/300 hrs. as the case may be, per month in respect of the vehicle shall be carried forward to the succeeding month and shall be set off against excess mileage / running hours of the succeeding month, if any. Setting-off of the unutilised mileage / running hours of 1 month, as above, shall be done only in the succeeding month. The bill shall be prepared accordingly by the successful bidder.

4. The Contractor shall provide vehicles and drivers exclusively dedicated to SUB Regional Office, ESIC Pune and any change in vehicle and/or drivers may be permitted by the authorised officer only under exceptional circumstances subject to prior intimation to the authorized officer of SRO ESIC Pune. Immediate replacement of the vehicle/driver will be required to be provided in the event of a break down of vehicle or non- availability of drivers exclusively dedicated to ESIC SRO Pune. The drivers with valid Driving License and a minimum driving experience of 3 years with good moral character will be permitted for deployment on the vehicle. Their antecedents should be duly verified by police authorities at the instance of the Contractor. Documentary evidence should be submitted to the ESIC that the Driver who is going to be exclusively dedicated to ESIC SRO Pune is having valid Driving License issued by the Competent Authority. Police Verification Report about the antecedents of the driver and valid Insurance documents of the vehicle must be submitted by the contractor to authorised officer for verification.

5. No advance payment will be payable by this office or the officers travelling in hired vehicles. The billing will be done on monthly basis and it should be submitted by the contractor/firm by the end of first week of the following month. The payment will be admitted on verification by authorized officer that log book entries have been signed by the officers/official who has used the vehicle. It will be the responsibility of the vehicle driver to get the log book entries signed by the officers/official using the vehicle, indicating start kilometer, end kilometer, distance covered, time , places visited etc. on each occasion of journey on a day to day basis.

6. Payment of minimum charges agreed upon shall be made for each completed month of the contract commences or ends during a particular month payment will be admissible on proportionate basis for the actual period of use of the vehicle.

7. The vehicle shall be deemed to be at the exclusive disposal of E.S.I. Corporation during the term of contract and shall bear the mark “**ON DUTY WITH E.S.I. CORPORATION, MINISTRY OF LABOUR AND EMPLOYMENT, GOVT. OF INDIA**”. The billing for kms. and hours shall be made from the reporting place to the relieving place. In certain cases where relieving place is not the ordinary place of reporting, the ordinary place of reporting shall be deemed to be relieving place.

8. In case the vehicle is used for traveling to a destination outside Pune, any road tax, toll tax, actually paid to relevant authority shall be reimbursed on submission of satisfactory proof of payment of such tax by the bidder.

9. Parking charges if any, at first instance shall be paid by the bidder and the same shall be reimbursed on production of proof of the payment along with the bill.

10. The contractor will be liable to pay the minimum cost of fuel, minimum wages of their driver deployed to ESIC and all other expenses relating to the maintenance, insurance, other applicable taxes etc. on the vehicle. The Corporation will not bear any liability apart from the hiring charges. However, toll and parking charges shall be reimbursed by ESIC on actual basis.

The Contractor will ensure that the timely payment of minimum wages is paid to the drivers deployed as per applicable Minimum Wages Act prevailing in the area concerned. Documentary evidence in this regard will be required to be produced before the authorized officer of ESIC Pune along with the bill of concerned month.

11. The Contractor should be registered with the authority concerned of State or Central Government, and should fulfill the conditions prescribed in section 66 of Motor Vehicles Act, 1988 for hiring of vehicles.

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12. The Contractor will indemnify the ESIC from all legal liabilities of loss/damage to property or life of fellow passengers or third party arising out of road accident either because of negligence of driver or poor maintenance of vehicle or due to an accident or otherwise.

13. The contractor is required to submit valid Shop & Establishment License with an independent office of his own with telephone No. in Pune.

14. The contractor shall comply with all statutory enactments/provisions in relating to services offered by them.

15. The vehicles deployed / exclusively dedicated to SRO ESIC will be required to carry all relevant vehicle documents and road permit papers duly updated by competent RTO and will also fulfill the norms prescribed by the appropriate Govt. /Department.

16. Driver will be required to have sufficient imprest money to meet with any contingencies in route.

17. The drivers deployed for the vehicle should satisfy the following conditions:-

(i) Drivers will be required to have minimum 3 years of experience of driving. They should also have valid vehicle Transport Licenses for driving passenger vehicles on hire.

(ii) Driver should wear the prescribed uniform as mutually agreed upon.

(iii) Driver should be well versed with the roads and the places in and around Pune as well as with Western Maharashtra and should have ample experience of city driving.

(iv) Once the driver has been allotted to a particular vehicle, he should continue to remain with the same vehicle for a period of at least 1 year. Any change in the designated driver should be intimated to the concerned officer 24 hours before such change is effected.

(v) Driver should be provided with a mobile phone. Affidavit from the drivers are required to be submitted with ESIC SRO Pune to the effect that he bears a good moral character and has not indulged in any criminal offence and unlawful activities and he shall never remain intoxicated during duty hours.

(vi) Driver should be decent and well behaved and should not have any criminal cases against him and should not have any past history of accidents. The driver as well as the owner of the agency will be required to carry-out lawful orders of the authorized officer of ESIC SRO Pune as well as the officers assigned to each vehicle.

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(vii) Car should be kept clean and odour free and suitable for official use.

(viii) Notwithstanding clause (iv), the Controlling Officer reserves the right to ask for change of driver, if the Controlling Officer is of the opinion that the driver is not fit / suitable for driving the vehicle.

18. In case of non compliance of the terms and conditions of contract, a penalty may be levied. The penalty for some of the defaults is as under:

Sr. No.	Nature of default	Penalty Rs.
1	Late Reporting	Rs.200/- per day.
2	Non-Reporting	Rs.1200/- per day.
3	Poor Maintenance of Vehicles	Rs.500/- per month.
4	Refusal to drive vehicle to the directed destination by authorised officer	Rs.1200/- per day.
5	Non-observations of dress code/proper etiquette	Rs.100/- for first instance and Rs.200/- for subsequent instances.
6	Change of drivers without justification	Rs.200/- per instance.
7	Vehicle kept unclean	Rs.200/- per day.
8	Unsafe/rash driving	Rs.200/- per day.
9	Stoppage of vehicle due to insufficiency of fuel	Rs.200/- per instance
10	Breakdown of the vehicle more than once a month	Rs.200/- per instance

19. In case of vehicle breakdown, a substitute vehicle shall be provided by the contractor immediately. In case the driver does not report with the vehicle exclusively dedicated to ESIC SRO Pune within reasonable time or does not report at all, the Corporation shall have the right to hire a vehicle from the open market at the prevailing market rate and the additional cost incurred by the Corporation shall be deducted from the payable amount of the bill of the Contractor. In case, neither a substitute vehicle is provided nor a vehicle is hired by the Corporation, proportionate penalty shall be imposed by the Competent Authority of ESIC SRO Pune, as per Para No. 18 at above, if he is satisfied that there is no valid ground for the abstention of the driver or non-availability of the vehicle.

20. **The rates quoted should be excluding the Service Tax. The Service Tax will be paid additionally at the prevailing rates. The contractor have to produce the proof of payment of service tax to the appropriate authority in due course.**

21. Transfer of contract or sub contract is not permissible.

22. The contract between the Corporation and the Contractor can be cancelled with a notice period of one month from either side, without assigning any reason.

However, If the Contractor discontinues his services of providing the vehicle and driver with prior notice or without notice, before one year, the Performance Guarantee shall be forfeited by the Competent Authority of the ESI Corporation. .

23. The Earnest Money Deposit (Refundable, if the bid is not successful) of Rs.12,000/- (Rupees Twelve Thousand only) in the form of Demand Draft of any Nationalized Bank in favour of E.S.I. Corporation, A/c No. 1 payable at Pune, has to be invariably enclosed. EMD will be returned to all unsuccessful bidders after finalizing the tender on which no Interest is payable.

24. The successful bidder shall have to deposit 5% of the Annual Contract value as Performance Guarantee before the commencement of work, which will be refunded to the contractor after 60 days from the date of completion / termination of the contract. No interest on security deposit shall be given to the contractor.

25. In the event of the award of the tender and prior to the execution of the contract, the contractor shall be required to submit copies of the Registration Certificate applicable permit issued by R.T.O. and comprehensive Insurance Policies of the vehicle(s) being offered for hire and particulars with photograph of the drivers dedicated to each vehicle. He shall also be required to produce the vehicles in the Sub Regional Office, ESI Corporation, Pune for the physical verification/inspection.

26. The successful bidders shall make physical display of all vehicles proposed to be hired on contract basis to enable the authorized officer to inspect the vehicle, within 3 days of the date of opening of bid and also present himself for signing the agreement, as and when called for.

27. All the contracts shall be for a period of **THREE YEARS**. The rates offered in the tender and at which the contract is awarded will continue to remain valid throughout the contract Period. The contractor will ensure that the driver reports on duty along with the dedicated vehicle regularly in morning or as per the directives of the authorised officer of SRO ESIC, Pune at the designated place as per work order issued by this office.

28. The bid once submitted shall not be allowed to be withdrawn and the default after acceptance of the bid shall be deemed to be non compliance of terms of contract and the Earnest Money Deposit will be forfeited by the SRO ESIC Pune.

29. Income Tax will be deducted from the bill as per prevailing rules.

30. Tenders submitted after the scheduled date and time due to any reason whatsoever will not be accepted / considered at all under any circumstance.

31. In case of dispute of any kind and in whatsoever respect, the decision of Director , ESIC, SRO, Pune shall be final and binding on applicant contractors.

32. The Director, E.S.I. Corporation, Sub Regional Office, Pune reserves the right to reject all or any of the offers or accept more than one offer without assigning any reason. Any conditional offer(s) will also be rejected.

33. If the tenderer deliberately gives wrong information or suppresses/ conceals any information/facts in his tender to make his bid favorable for acceptance of his tender or tries to influence the tender committee or puts under pressure on any official of ESIC or creates circumstances for the acceptance of his tender fraudulently, then ESIC reserves the right to reject such tender at any stage of execution without any financial liability to ESIC. This will be done without prejudice to ESIC's right to seek other remedy under admissible relevant law & applicable rules & regulations.

34. If the tender is submitted by a proprietary firm, it shall be signed by the proprietor along with his full name, name of his firm and current address.

35. If the tender application is submitted by a firm in partnership, it shall be signed by all partners of the firm, along with their full names and current addresses or by a partner holding the Power of Attorney for the firm for signing the application, in which case a certified copy of the Power of Attorney shall accompany the tender application / document. A certified copy of the partnership deed, current address of the firm and the full names and addresses of all partners of the firm shall also accompany the tender application / document.

36 If the tender application is submitted by a Limited Company or a Limited Corporation, it shall be signed by its Director or by a duly authorized person holding the Power of Attorney for signing the application, in which case a certified copy of the Power of Attorney shall accompany the tender application / document. Such Limited Company or Corporation will be required to furnish satisfactory evidence such as Memorandum and Articles of Association of its existence with the tender document.

37. It may please be noted that ESIC reserves the right to :-

- Re-tender or modify the terms and conditions of the tender. It also reserves rights to negotiate the rates with the lowest tenderer i.e. L-1.
- Disqualify the tenderers black listed by State / Central Govt. Undertakings / PSUs.

38 The tender form shall be completed in all respects and submitted along with required documents on or before the last date of submission of Tender. Incomplete Tender Forms or Tenders without EMD shall be rejected summarily.

39. The above conditions would remain applicable and form part of Contract Agreement to be executed with the successful bidder.

(Technical Bid)

1	Name, address and Telephone/Mobile No. of the Tenderer i.e. the Applicant Contractor.	
2	Permanent Account No. (PAN).	
3	Details of demand Draft enclosed in respect of Earnest Money Deposit (EMD).	
4	Service Tax Registration No. (Proof to be attached).	
5	Name, Designation and address of the person to whom all references shall be made regarding this tender.	
6	E-mail of the contact person, if any.	
7	Registration under Shop and Estt. Act. (Proof to be attached).	

Name and Signature of the authorized Signatory with stamp**The following documents shall be submitted with the Technical Bid.**

- a. Registration Certificate under Mumbai shops and Estt. Act.
- b. Photo Copy of PAN CARD
- c. Photo Copy of Service Tax Registration Certificate .
- d. Photocopy of the Income ax Return for the year 2013-14 (Assessment Year 2014-15).
- e. The client list should be submitted with the tender form.
- f. Photo Copy of RCTC Books of vehicles to be provided on monthly basis (in support of the fact that vehicle is latest model/make.)
- g. EMD of Rs. 12000/- in the form of Demand Draft.
- h. All papers of tender document except financial bid(financial bid has to be submitted separately), duly signed on each page.

(Financial Bid)

1. Name, address and Telephone/Mobile No. of the Tenderer :
2. Permanent Account No. (PAN) :
3. Name and address of the Proprietor/Partners/Directors :
4. Rate chart per vehicle for Staff Car :
- (Excluding Service Tax)

No. of vehicles required - One (To be hired on monthly basis)

Sr. No.	Description	Rate (Rs.)for Tata Indica AC	Rate (Rs.) for Tata Indigo AC
(i)	For 1500 kms. and 300 hours per month		
(ii)	For every extra kilometer beyond 1500 kms. (per month)		
(iii)	For every extra hour beyond 300 hours (per month)		
(iv)	Xerox copies of RCTC Book in support of the fact that vehicle is of latest Model/Make.		

5. Rate chart per vehicle (excluding Service Taxes) :

No. of vehicles required - One (To be hired on monthly basis)

Sr. No.	Description	Rate for Tata Sumo Non AC	Rate for Mahindra Scorpio Non AC	Rate for Mahindra Bolero Non AC
(i)	For 1500 kms. and 300 hours per month			
(ii)	For every extra kilometer beyond 1500 kms. (per month)			
(iii)	For every extra hour beyond 300 hours (per month)			
(iv)	Xerox copies of RCTC Book in support of the fact that vehicle is of latest Model/Make.			

Name and Signature of the authorized Signatory with stamp

(Financial Bid)**6. Rate chart per vehicle on daily basis : (As and when required on need basis)**

Sr. No.	Description	Rate for Tata Indica (Rs.)		Rate for Tata Indigo (Rs.)		Rate for Tata Sumo (Rs.)		Rate for Mahindra Xylo (Rs.)		Rate for Toyota Innova (Rs.)		Rate Ford Fiesta (Rs.)		Rate Honda City (Rs.)	
		AC	Non AC	AC	Non AC	AC	Non AC	AC	Non AC	AC	Non AC	AC	Non AC	AC	Non AC
(i)	For 80 kms. and 8 hours														
(ii)	For every extra kilometer beyond 80 kms.														
(iii)	For every extra hour beyond 8 hours														

THE RATES QUOTED SHALL BE APPLICABLE FOR THREE YEARS i.e. FOR THE PERIOD OF AGREEMENT.

Name and Signature of the authorized Signatory with stamp**Notes:**

The Schedule of Rates given at **Annexure ‘B’** duly filled and signed by the tenderer in which:

- The schedule of rates should be filled in carefully after considering all the aspects of work as described in Tender documents. No request for change or variation in rates or terms and conditions of the contract shall be entertained on the ground that the tenderer had not understood the work envisaged by this contract, various laws applicable to the work, labour laws and local labour practices, various distances involved etc.
- Any overwriting in the Schedule of Rates should be avoided. In case of a mistake, the mistake should be clearly cut and the correction should be signed in full by the tenderer or his authorized signatory. The total number of cuttings on each page must be mentioned at the bottom of each page.
- The rates quoted in the Schedule of Rates should be reasonable and workable. **The tenderer will have to submit an analysis of rates if called upon to do so by ESIC.**
- Rates for all items of work described in Schedule of Rates should be quoted both in words as well as in figures. **If there is variation between the rates quoted in “figures” and in “words” only the rate quoted in words shall be taken to be as correct and valid.** If more than one or improper rate is tendered, the tender is liable to be rejected summarily and will not be considered.