



कर्मचारी राज्य बीमा निगम
EMPLOYEES' STATE INSURANCE CORPORATION

उप क्षेत्रीय कार्यालय, पीन्या SUB REGIONAL OFFICE, PEENYA

हरिनी टावर्स, 3रा क्रॉस, 3रा मेन Harini Towers, 3rd cross, 3rd main

(एफ.टी.आई.के निकट), ऑफ रिंग रोड Off Ring Road (Near F.T.I.)

2रा स्टेज पीन्या, इंडस्ट्रियल सबर्ब IInd Stage, Industrial Suburb

यशवंतपुर, बेंगलोर Yeshwanthpur, Bangalore -560 022

(An ISO 9001:2008 Certified Organization)

No.49/D/16/12/11-12/Genl(Taxi)

Date: 07.08.2018

NOTICE INVITING RE-TENDER FOR HIRING OF STAFF CAR

Employees' State Insurance Corporation, Sub Regional Office-Peenya invites online e-tender under single bid system for Hiring of Staff Car/Taxi from reputed agencies on contractual basis for a period of three years. The interested bidders should submit the tenders online through ESIC e-tendering portal <https://esictenders.eproc.in> in the prescribed proforma.

SCHEDULE OF E-TENDER:

1.	Type of Vehicle	Air Conditioned Diesel Car (Sedan Class-2016 or Later Model)
2.	Period of Contract	3 Years from the date of award of contract
3.	Earnest Money Deposit (EMD)	Rs. 30,000/- (Rupees Thirty Thousand Only)
4.	Performance Security Deposit	Rs. 65,000/- (Rupees Sixty Five Thousand Only)
5.	Date and Time for Commencement of online e-Tender	Dt: 13.08.2018 at 15:00 hrs
6.	Last Date & Time for Submission of Tenders in online	Dt: 06.09.2018 up to 11:00 hrs
7.	Date and Time of Opening of the Bids	Dt: 06.09.2018 at 11:30 hrs

SCOPE OF WORK:

1. The agency shall provide one air conditioned Sedan Class-2016 or later model car for office use of ESIC, SRO-Peenya on monthly package rate upto 2000 kilometers for riding in and around the Bangalore City, Tumkur, Chikkaballapur, Mysore and other locations in Karnataka state on requirement basis.
2. The agency should provide the services basically on all working days from Monday to Friday between 9.30 AM to 6.00 PM. However, if required the services shall have to be provided other than these specified hours i.e, before and after the office hours by the agency and during Saturdays, Sundays and holidays within the monthly package ceiling limit only.

BID SUBMISSION AND VALIDITY:

1. Bidders should submit tenders online only through e-tendering portal <https://esictenders.eproc.in>. No other mode of tender will be accepted by this office.
2. To participate in online e-Tender, all bidders should get registered at <https://esictenders.eproc.in> by following proper instructions/guidelines provided at Annexure-IV given in this tender document.
3. The bid shall be valid for a period of 180 days from the date of opening of online bid.
4. The tender is not transferable. Multiple bids should not be submitted by the same bidder which bids will be rejected.

ELIGIBILITY CRITERIA:

1. The operator/agency should be Bangalore based should have minimum of 3 years experience in the field in the last five years period starting with 2013-14 to 2017-18.
2. The agency should not have been blacklisted by any Govt./PSUs/Any other authority.
3. The bidder should have valid PAN and GST Registration Numbers.
4. Should possess requisite registration/license issued by the Transport Department for running of car and having valid insurance, fitness, permit to operate in Karnataka region.
5. Taxi operators should have minimum of two private cars registered in the name of the bidder/firm.

6. Vehicle should have commercial registration by the competent authority.
7. Driver should have a valid commercial driving license and badge number issued by Transport Department.

EARNEST MONEY DEPOSIT (EMD):

1. Earnest Money Deposit (EMD) of Rs. 30,000/- (Rupees Thirty Thousand Only) has to be submitted by the bidder in the form of Demand Draft of any Nationalized Bank drawn in favour of ESIC Fund A/c No.1 payable at Bangalore.
2. EMD should remain valid for a period of 90 days from the last date of bid submission of e-tender.
3. The DD copy has to be scanned and uploaded while submission of bids online. The same physical copy of the DD has to be sent to this office in sealed envelope through Registered Post superscribed as **“EMD for online Re-tender for Hiring of Staff Car”** and should be addressed to “The Assistant Director, General Branch, ESI Corporation, Sub Regional Office-Peenya, Harini Towers, 3rd Cross, 3rd Main, Off Ring Road, Near FTI, 2nd Stage, Industrial Suburb, Yeshwanthpur, Bangalore-22 on or before last date of bid submission.
4. The bids without EMD shall be summarily rejected.
5. EMD shall be forfeited in case the bidders withdraw or the details furnished in tender are found to be incorrect or false during the tender evaluation process.
6. The EMD shall be refunded to the unsuccessful bidders on or before 30th day after the award of the contract to the successful bidder. It shall be refunded to the successful bidder within 10 days of receipt of performance security deposit. No interest payable on EMD.
7. The EMD is exempted for firms/agencies of Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department and it is mandatory that, the relevant copy of exemption issued by the competent authority should be uploaded with online tender and the same physical copy has to be sent to this office in sealed envelope through

Registered Post superscribed as “ Exemption of EMD for online Re-tender for Hiring of Staff Car” and should be addressed to “The Assistant Director, General Branch, ESI Corporation, Sub Regional Office-Peenya, Harini Towers, 3rd Cross, 3rd Main, Off Ring Road, Near FTI, 2nd Stage, Industrial Suburb, Yeshwanthpur, Bangalore-22 on or before last date of bid submission.

PERFORMANCE SECURITY DEPOSIT:

1. Successful bidder has to submit of Rs.65,000/- (Rupees Sixty Five Thousand Only) in the form of Demand Draft from any Nationalized Bank within 7 days from the date of award of the contract.
2. The performance security deposit will be refunded in 60 days without any interest after satisfactory completion of the contract period adjusting the dues/recoveries if any and there being no other pending issues.

OPENING OF BIDS AND EVALUATION:

1. Bids will be opened in online by the evaluators at the time of bid opening as mentioned in the document.
2. If the tender opening day declared as a holiday, the tenders will be opened by the evaluators at the same time on next working day.
3. The Director, ESIC Sub Regional Office-Peenya reserves all rights to reject any tender including of those bids who fail to comply with the instructions without assigning any reason whatsoever and is not bound to accept the lowest or any specific tender. The decision of Director, ESIC, Sub Regional Office-Peenya, Bangalore-22 in this regard shall be final and binding.

TERMS OF PAYMENT:

1. No payment shall be made in advance by ESIC.
2. The contractor shall submit the bill in triplicate in the first week of the following month in respect of previous month for processing the bill payment.
3. The parking and toll fee if any, will be reimbursed on submission of bills.
4. All payments shall be made through electronic mode only i.e., ECS/RTGS/NEFT within 10 working days from the date of receipt of the bill along with necessary logbook/trip sheet.

5. The Director, ESIC, SRO-Peenya shall be at liberty to withhold any of the payment in full or in part subject to recovery of penalties.
6. Income Tax and/or any other state or central taxes or levies if any shall be deducted as per prevailing rates according to Government rules and regulations at the time of bill payment.

GENERAL TERMS AND CONDITIONS

1. All the supporting tender document should be signed and stamped by the bidder/authorized representative in acceptance of the terms and conditions laid down by ESIC while uploading the bids in online.
2. Any additional conditions/deviation by the bidders, whatsoever shall be rejected.
3. If the bidders deliberately give wrong information in its bids, the competent authority of ESIC reserves the right to reject such bids at any stage or to cancel the contract if awarded, and will forfeit the Earnest Money/Performance Security Deposit as applicable.
4. The persons deployed by the contractor should have requisite experience and skills for carrying out the assigned task. Health and safety of the deployed staff should be ensured besides having regular medical check-up of their staff.
5. In case the successful bidder declines the offer of Contract, for whatsoever reason(s), his EMD will be forfeited and the contract may be awarded to next eligible bidder.
6. Vehicle should be provided with fuel, driver etc., and the vehicle should be maintained in good condition.
7. The rates quoted by the firm should remain valid for entire period of the contract irrespective of any changes in rates, fuel charges, taxes etc., of inputs.
8. The vehicle should be serviced regularly and timely at the sole cost of the contractor.
9. The bidders shall have to submit Declaration form (Annexure-III) along with the Bid duly signed and sealed by the bidder. Tenders without Declaration form will be summarily rejected.
10. Driver salary, fuel cost and vehicle repair & servicing charges, insurance and all types of taxes as applicable are inclusive in the monthly package only. No extra charges will be paid in respect of any of these or other items.

11. The maximum ceiling limit for monthly charges for Hiring of Car is Rs.36,000/- (Rupees Thirty Six Thousand Only).
12. The service provider has to pay the parking/toll fee and same may be claimed on submission of original bills.
13. In case of breakdown of the vehicle/sickness of the driver, replacement of the vehicle/driver should be arranged immediately, failing which ESIC have the right to make an alternate arrangement and 1.5 times the cost incurred in this connection shall be borne by the agency, as penalty by way of deduction from the monthly bill without giving any prior notice.
14. Driver should be in proper uniform, well versed with Bangalore, Tumkur, Chikkaballapur and Mysore locations. He should be well mannered and courteous to the officials.
15. It is obligatory on the Contractor to ensure that wages paid should not be less than the minimum wages fixed by the Central / State Government whichever is applicable, from time to time and all statutory requirement such as Provident Fund, Employees State Insurance and Bonus etc., as applicable should be complied. No remuneration will be paid by this office to the personnel deployed.
16. The personnel deployed by the agency shall not be below the age of 21 years.
17. The contractor shall comply with all mandatory rules and regulations for its vehicle and personnel deployed for services. Penalties, fines and any other damages arising in the course of providing service or due to non compliance of the requisite rules and regulations shall be the sole responsibility /liability of the contractor.
18. Under no circumstances ESIC will be responsible for any type of accident, or non payment of taxes, insurance or any legal complicacy. The ESIC shall not be responsible in any way in respect of any claims arising out of Motor Accident claims / cases in respect of vehicle provided.
19. The driver provided by the contractor shall not be entitled to get any amount from ESIC like bonus, gratuity or retrenchment compensation etc.,
20. The vehicle should reach the office in time i.e., on or before 9.30 A.M, everyday or as

per requirement, which will be intimated by the AD/DD –General branch. For each late coming, penalty of Rs.100/- per hour shall be charged and deducted from the monthly bill without giving any notice.

21. The firm shall not assign or sublet the work or any part of it to any other person or party.
22. It is the responsibility of the service provider to arrange for necessary insurance coverage for the vehicle, employees and passengers as required by the relevant Acts and Rules binding on the contractor.
23. The contractor shall keep the ESIC fully indemnified against any claim arising out of mishap that may take place, any liability/claim etc.,
24. Any misconduct/misbehavior on the part of the driver deployed by the agency will not be tolerated and concerned driver will have to be replaced immediately by the agency.
25. Meter reading will start/terminate at office premises only. The Driver should maintain a proper log book, which will be verified and signed by the Assistant/Deputy Director, General Branch or personnel assigned by him / user. The driver shall proceed on any trip, only on the basis of the requisition slip duly signed by the Assistant/Deputy Director, General Branch.
26. The contractor should indemnify the ESIC against all claims, damages or compensation under the provisions of Central/State Minimum wages Act and other labour laws in force like Payment of Wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act, 1938; the Workmen Compensation Act, 1923; Contract Labour (R & A) Act 1970, GST Act, 2017 and all laws related to Social Security (ESI & P.F. etc) etc., and such statutory orders wherever applicable from time to time. ESIC will not own any responsibility in this regard and the Contractor will be solely liable for any consequences resulting from violation of any such rule / provision.
27. In case the service provider decides to withhold or is unable to provide services for any reason they may do so with a written intimation of three months prior to the date of discontinuation of services. Any deviation from this period will attract a penalty of Rs.1000/- per day for the period of default.

28. The performance security deposit will be forfeited in the event of any breach or negligence or non-compliance of any terms and conditions of contract.

DISPUTE SETTLEMENT:

1. It is mutually agreed that all differences and disputes arising out of or in connection with this agreement shall be settled by mutual discussions and negotiations, if such disputes and differences cannot be settled and resolved by discussions and negotiations then the same shall be referred to the Sole Arbitrator appointed by the Director of ESIC, SRO-Peenya, Bangalore whose decision shall be final and binding on both the parties.
2. All disputes subject to Bangalore jurisdiction only.

TERMINATION OF AGREEMENT:

The Director, ESIC, SRO-Peenya, Bangalore shall at his sole and absolute discretion, be entitled to terminate this agreement at any time without paying any compensation and also reserves the right on forfeiture of performance security deposit.

Sd/-
(Sarvan Kumar S)
Assistant Director (Genl.)
ESIC, SRO-Peenya, Bangalore



EMPLOYEES' STATE INSURANCE CORPORATION
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ANNEXURE-I

<u>DETAILS OF BIDDER FOR HIRING OF STAFF CAR FOR ESIC SRO-PEENYA</u>		
1	Name of the Registered Firm/Company*	
2	Name of the Owner/Partner/Director	
3	a) Full Address of the firm*	-
	b) Telephone/Mobile No:	
	c) E-mail:	
4	<u>Details of Air Conditioned White/Grey Colour Diesel Vehicle:</u>	
	a) Transport Department Registration Number*	
	b) Brand/Make	
	c) Model	
5	<u>Driver Details:</u>	
	a) Name of the Driver	
	b) Driving License Number*	
	c) Validity period	
6	d) Badge Number*	
	PAN Number of the firm*	
	GST Registration Number*	
	Insurance expiry Date*	
9	Emission expiry Date*	
10	ESI Registration Number (if applicable)	
11	EPF Registration Number (if applicable)	
12	<u>Bank Account Details of the Firm:</u>	
	a) Name of the Bank	
	b) Account Holder Name	
	c) Account Number	
	d) Bank Branch	
	e) IFSC	
f) MICR		

13. Details of contracts performed/executed during last 5 years period as per eligibility criteria S.No.1*:

S.No.	Name of the Organisation/Company	Sector	Value of Contract (in Rs.)	Duration of the Contract period	
				From	To
1		Government/PSU/Private			
2		Government/PSU/Private			
3		Government/PSU/Private			

14. Income Tax Returns*:

S.No.	Financial Year	Amount (in Rs.)
1	2016-17	
2	2015-16	
3	2014-15	

Note:

- 1. All the supporting documents marked with the (*) symbol have to be scanned and uploaded while submission of the bid in online.**
- 2. Tenders/bids without any supporting documents will be summarily rejected.**



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ANNEXURE-II

FINANCIAL BIDDING FOR HIRING OF STAFF CAR FOR ESIC SRO-PEENYA

S.No.	Description	In figures (in Rs.)	In Words
1.	Monthly fixed hiring charges upto 2000 Kilometers		
2.	Rate per Kilometer beyond 2000 Kilometers		

NOTE:

1. The rates quoted by the firm should remain valid for entire period of the contract.
2. The quoted rates inclusive of the salary of the driver and all types of taxes (GST, Professional Tax etc.,) and any other maintenance expenditure in respect of the vehicle provided. No extra charges will be paid by this office.
3. Toll fee/Parking Charges will be reimbursed on actuals, to the agency on submission of bill/payment receipts.
4. Primarily the Successful Bidder will be finalized on the basis of rates quoted for 2000 Kilometers in respect of the eligible bidders.
5. If the rates quoted for 2000 Kilometers are identical, then the rates quoted for Rate per Kilometer beyond 2000 Kilometers will be deciding criteria. If both are same, then the date of registration of the vehicles will be compared and contract will be awarded to the agency who is providing the latest vehicle as per date of registration.
6. The maximum ceiling limit for monthly charges for Hiring of Staff Car is Rs.36,000/- (Rupees Thirty Six Thousand Only)



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ANNEXURE-III

DECLARATION

1. I _____ Son/Daughter of Shri _____
Proprietor/Partner/Director/Authorized Signatory is/am competent to sign this declaration and execute this tender document.
2. I have carefully read and understood all the terms and conditions of the tender and hereby convey my acceptance of the same.
3. I/We, am/are hereby declare that the agency has not been blacklisted by any Government Department/PSUs.
4. Compliance under statutory provisions is in order and not being violated.
5. The information/documents furnished along with the above application are true and correct to the best of my knowledge and belief. I/We, am/are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my bid & forfeiture of payment due if any, besides appropriate legal action.

Place:

Date:

Seal and Signature of the Bidder

Name:

NOTE: The above declaration duly signed and sealed by the authorized signatory should be scanned and uploaded with the bid.



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ANNEXURE-IV

IMPORTANT INSTRUCTIONS FOR BIDDERS REGARDING ONLINE PAYMENT

All bidders/contractors are required to procure Class-IIIB Digital Signature Certificate (DSC) with Both DSC Components i.e. Signing & Encryption to participate in the E- Tenders.

Bidder should get registered at <https://esictenders.eproc.in>

Bidder should add the below mentioned sites under Internet Explorer→ Tools→Internet Options→Security→Trusted Sites→Sites of Internet Explorer:

<https://esictenders.eproc.in>

<https://www.tpsl-india.in>

<https://www4.ipg-online.com>

Also, Bidders need to select "Use TLS 1.1 and Use TLS 1.2" under Internet Explorer→Tools→Internet Options→Advanced Tab→Security.

Bidder needs to submit Bid Processing Fee charges of Rs. 2495/- (non-refundable) in favour of M/s C1 India Pvt. Ltd., payable at New Delhi via Online Payment Modes such as Debit Card, Credit Card or Net Banking for participating in the Tender.

Bidders can contact our Helpdesk at <https://esictenders.eproc.in/html/Support.asp>



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ANNEXURE-V

LIST OF DOCUMENTS SHOULD BE SCANNED AND UPLOADED ALONG WITH THE BID

S.No.	Description of the documents
1.	Registration Certificate of the firm/company with ROF/ROC (or) Registration Certificate under the Karnataka Shops & Commercial Establishment Act, 1961
2.	Vehicle Registration Certificate (RC Book) issued by the Transport Department, Govt. of Karnataka
3.	Authorization Certificate for deployment of vehicle for Commercial Business works
4.	Driving License
5.	GST Registration Certificate
6.	Declaration duly signed and sealed by the bidder (Annexure-III)
7.	PAN Card of the firm
8.	Insurance Copy of the vehicle
9.	Emission Certificate of the vehicle
10.	Income Tax returns/Chartered Account certificate for the last three years (2016-17, 2015-16, 2014-15) in respect of Annexure-I S.No. 14
11.	Agreement/Work order copies in respect of Annexure-I S.No.13
12.	Proof copies of Satisfactory Completion of Work as per Annexure-I S.No.13
13.	ESI Registration Certificate (if applicable)
14.	EPF Registration Certificate (if applicable)
15.	Photo Images (atleast four colour images) of front side, back side and side views to cover all angles of deploying car.