


ESIC HOSPITAL, PEENYA  
BENGALURU

**E-TENDER FOR PROVIDING STAFF CAR AT ESIC HOSPITAL, PEENYA**

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	<p align="center"><b>EMPLOYEES' STATE INSURANCE CORPORATION HOSPITAL</b>  <b>(Under the Ministry of Labour &amp; Employment, Govt. of India)</b>  <b>Sy. No. 11-55-1, Plot No.1, 5<sup>th</sup> Main Road, (FTI Campus),</b>  <b>Yeshwanthpur Industrial Suburb, Bengaluru - 560022.</b></p> <p>Ph.no:080-23579467 <span style="float:right">email: ms-peenya.ka@esic.in</span></p>
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No.492/D/27/22/1/2012/Pny

08/09/2017

**NOTICE INVITING E-TENDER FOR PROVIDING STAFF CAR AT ESIC HOSPITAL, PEENYA**

E-tenders through e-procurement solutions are invited from reputed taxi operators from Bengaluru for providing vehicles on contract for a period of one year under Single bid system, extendable for a further period of one year.

इच्छुक निविदाकारों को क्लास-III बी डिजिटल हस्ताक्षर प्रमाण-पत्र प्राप्त करना चाहिए और स्वयं को <https://esictenders.eproc.in> पर पंजीकृत करना चाहिए। ई-निविदा प्रक्रिया के लिए संबंधित निर्देशों और हेल्पडेस्क संपर्क नंबरों के साथ निविदा दस्तावेज, कर्मचारी राज्य बीमा निगम की वेबसाइट [www.esic.nic.in](http://www.esic.nic.in), [www.esickar.gov.in](http://www.esickar.gov.in), और [www.esichospitals.gov.in/Bengaluru/peenya/home](http://www.esichospitals.gov.in/Bengaluru/peenya/home) पर देखने के लिए उपलब्ध हैं।

The interested tenderers should obtain Class-IIIB Digital Signature Certificates and register themselves at <https://esictenders.eproc.in>. Tender documents with related instructions and Helpdesk Contact numbers for the e-tender process are available for viewing on the website of Employees' State Insurance Corporation i.e., [www.esic.nic.in](http://www.esic.nic.in), [www.esickar.gov.in](http://www.esickar.gov.in), and [www.esichospitals.gov.in/Bengaluru/peenya/home](http://www.esichospitals.gov.in/Bengaluru/peenya/home).

Last date for submission of bid: 27.09.2017 at 1600 Hrs.

Sd/-  
**Medical Superintendent**

**INTRODUCTION:**

E-tenders through e-procurement solutions are invited from reputed taxi operators from Bengaluru for providing vehicles on contract for a period of one year under Single bid system, extendable for a further period of one year. ESIC Hospital, Peenya, Bengaluru is a 100 bedded hospital run by the Employees State Insurance Corporation which is a statutory organization under the Ministry of Labour and Employment, Govt. of India. The taxi under tender is to be utilized as a Staff Car for the Hospital for official work of the hospital on contract basis as per terms and conditions provided in the Tender document.

Sl. No	Name of the Service	Providing Staff Car services at ESIC Hospital, Peenya, Bengaluru - 560 022.
1	Duration of Work	One Year (extendable for another one year)
2	Type of vehicle required	Diesel Air Conditioned cars (Sedan class) not more than 2 years old, i.e. vehicle of 01/05/2015 or later model only should be provided.
3	Amount of E.M.D	<b>Rs.10,000 (Rupees Ten Thousand only);</b> DD in favor of "ESIC Fund Account No.1" payable at Bengaluru, returnable without any interest to the unsuccessful bidders.
4	Date of publication of e-tender	08.09.2017
5	Last date for uploading of completely filled tender applications	*27.09.2017, 1600 hours
6	Date and Time of opening of Tender(Technical Bid)	*28.09.2017, 1100 hours (Online)
7	Date and Time of opening of Tender(Financial Bid)	*28.09.2017,1400 hours (online)

**Note:** 1. \*In case the said date/s, happen to be a holiday for any reason, the activity will be held on the immediate next working day at the same time & place & as a consequence any change/s in the date/s of the subsequent activities will be informed through suitable media to all concerned.

2. Selection of the agency will be at the sole discretion of the competent authority of the ESIC who reserves its right to accept or reject any or all the proposals.

3. The tender documents for the above work can be downloaded from [www.esictenders.eproc.in](http://www.esictenders.eproc.in) and can also be viewed at [www.esickar.gov.in](http://www.esickar.gov.in) or [www.esic.nic.in](http://www.esic.nic.in) or <http://www.esichospitals.gov.in/bengaluru-peenya-home>.

**Sd/-**  
**Medical Superintendent**

### **CHAPTER-1: Instructions to Bidders**

1. E-Tenders are invited from reputed and eligible taxi operators for supply of one(1) number Sedan Car preferably of white colour for a period of one(1) year on contract basis extendable for another one year subject to satisfactory performance.
2. **Bids for the tender will be accepted only online** through [www.esictenders.eproc.in](http://www.esictenders.eproc.in) and no manual tender applications will be accepted. Any manual application received will be summarily rejected.
3. **Bid Security/Earnest Money Deposit(EMD)**
  - i) The **last date for receipt of EMD** at ESIC Hospital Peenya is 27.09.2017 (The EMD of Rs.10,000/- in the form of Demand Draft(of any Scheduled Bank) drawn in favour of “ESI Fund A/c No.1” payable at Bengaluru should be dropped in the box placed at PMD Branch, ESIC Hospital, Peenya or sent to “The Deputy Director, PMD Branch, ESIC Hospital-Peenya, Plot No.1, 5<sup>th</sup> Main Road, Behind FTI Campus, Yeshwanthpur Industrial Suburb, Bengaluru-560022” in a closed cover superscribed as “EMD- Tender for providing Staff Car services at ESIC Hospital-Peenya”.
  - ii) EMD shall remain valid for of 30 days beyond the final validity period of bids (90 days).
  - iii) A bid received without Bid security (EMD) shall be rejected at the bid opening stage.
  - iv) The earnest money deposit (EMD) shall be refunded to the unsuccessful Tenderers after finalization of the Tender process.
  - v) It shall be refunded to the successful Tenderer on receipt of Security deposit or shall be allowed to be adjusted towards Security Deposit.
  - vi) No interest is payable on the EMD.
  - vii) The bid security may be forfeited:
    - (a) If a bidder withdraws his bid during the specified period of bid validity specified in the bid document.
    - (b) In the case of successful bidder, if the bidder fails to:
      - Accept the offer of contract
      - Submit the surety bond after awarding of the contract.
      - Furnish the performance security within the time specified in the document.
4. **E-tender Procedures and helpdesk:** All bidders are to submit their bids and documents through online. The instructions relating to **e-tender procedures and the Helpdesk** for inquiries are given below.
  - i) 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.
  - ii) Bidder should get Registered at <https://esictenders.eproc.in>
  - iii) Bidder needs to submit Bid Processing Fee charges of Rs.2,495/-(non-refundable) in the form of Demand Draft from any scheduled bank, in favour of M/s. C1 India Private Limited payable at New Delhi for participating in the tender.
  - iv) Along with the Demand Draft, Bidder needs to send a covering letter mentioning about the payment details, company Name, Address, Payment towards ESIC Bid Processing Fees (Mention the Tender ID and Tender Title).
  - v) The payment should reach at the below mentioned address, one day before the due date and time of Bid submission:

**Kind Attn: Mr.Mohit Chauhan,**  
 C1 India Private Limited,  
 301, Gulf Petro Chem Building, 1<sup>st</sup> Floor,  
 Udyog Vihar, Phase-2,  
 Gurgaon, Haryana – 122015.

**Note: Payment will be approved only after physical receipt of Demand Draft.**  
**Please email your issues at [esichelpdesk@C1india.com](mailto:esichelpdesk@C1india.com) before call helpdesk.**  
**Helpdesk phone Number: 022-66865600/10/11**

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5. **Submission of Bids:** All bidders are to upload their bids online at <https://esictenders.eproc.in>. The documents to be uploaded and instructions in this regard are as below:
- Technical Bid** (as per Form in Chapter-4) duly filled and signed. The technical bid should be supported by all **documents marked “\*”** (asterisk sign) in the Technical bid Form and serially numbered as per the Serial numbers in the Bid form.
  - Financial Bid** (as per Form in Chapter-5) duly filled and signed. The Financial Bid should be accompanied by the **declaration in Annexure-A** duly filled and signed.
  - All the pages of the Bid Forms and supporting documents should be self-attested.
  - The physical copy of Technical bid along with the signed copy of the bid documents from page 1 to page 13 should be dropped in the box placed at PMD Branch, ESIC Hospital, Peenya or sent to “The Deputy Director, PMD Branch, ESIC Hospital - Peenya, plot No.1, 5<sup>th</sup> Main Road, Behind FTI Campus, Yeshawanthpur Industrial suburb, Bengaluru-560022” in a closed cover superscribed as “Technical Bid-tender for providing staff car services at ESIC Hospital-Peenya”  
 Financial Bid is to be submitted only online.
6. All the entries/documents submitted in the bid must be legible and filled clearly and self-attested along with the seal of the firm. Any overwriting which is unavoidable shall be attested by the Authorized Signatory failing which the bid will be liable to be rejected.
- 7. Deadline for submission of bids:**
- The last date for physical (with EMD) and online submission of tender is **27-09-2017** (1600 Hours).
  - The Medical Superintendent, ESIC Hospital, Peenya, Bengaluru - 22, may, at his/her discretion, extend the deadline for submission of bids or call for re-tender in case sufficient bids are not received. In such case, the financial bids for the valid Technical bids received will be considered for the re-tender.
- 8. Bid Opening and Evaluation**
- The bid shall be opened online by the Officers authorized by the Medical Superintendent at **1100 Hrs on 28-09-2017** in the Conference Hall, 1<sup>st</sup> Floor, ESIC Hospital Peenya, in the presence of the bidders or their representatives duly authorized by the bidder who wish to be present.
  - All the bids will be scrutinized, relevant documents will be checked for their eligibility.
  - The tenderers whose technical bids are accepted will be informed about the date of the opening of financial bids.

## 9. Contacting Officials:

- (a) No bidder shall try to influence the Hospital administration on any matter relating to its bid, from the time of the bid opening till the time contract is awarded.
  - (b) Any effort by the bidder to influence the Hospital administration in the bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.
  - (c) Any doubts on the tender may be placed for clarification during the Pre-bid meeting.
10. No Tenderer will be allowed to withdraw after submission of the tenders within the bid validity period otherwise the EMD submitted by the tendering firm would stand forfeited.
  11. Tenders received and found deficient on account of registrations, documents or any required information are liable to be summarily rejected.
  12. The Tenders from Individual/Firm/Organization including its Partners/ Shareholders/ Directors who have been blacklisted/prosecuted by any departments/statutory bodies in any State or by any Court of Law, shall not be entertained.
  13. Each bidder shall submit only one tender either by himself or as a partner in joint venture or as a member of consortium. If a bidder or if any of the partners in a joint venture or any one of the members of the consortium participate in more than one bid, their bids are liable to be rejected.
  14. The bidder shall submit full details of his Agency / firm or, if the bidder is proprietor / partnership or a Private Limited Company, full details of ownership and name of the Directors. If the bidder is a Registered Company / partnership of two or more persons, all such persons shall be jointly and severally liable to the Hospital for the fulfillment of the terms of the contract. Such persons shall designate one of them to act as authorized signatory with authority to sign. The Company / partnership shall not be altered without the approval of the Hospital authority.
  15. The bidder is expected to examine all instructions, Forms, Terms and conditions in the tender document. Failure to furnish all information required by the tender document or submission of a tender not substantially responsive to the tender document in every respect will be at the bidder's risk and may result in rejection of his bid.
  16. All the information as required in the tender document should be filled up in the relevant part and no column should be left unfilled. An incomplete tender document or tender document submitted without tender fee (if applicable) and earnest money deposit (EMD) will be summarily rejected.
  17. Tenderer signing the tender must clearly specify whether he is signing as sole proprietor, partner, under power of attorney or as Director/Manager/Secretary etc., as the case may be.
  18. Non transferability : This tender is non transferable
  19. Any conditional acceptance is liable for rejection of tender.
  20. The Medical Superintendent, ESIC Hospital, Peenya, Bengaluru – 22 reserves the right to accept or reject any bid including the lowest and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the said

action

21. The Medical Superintendent, ESIC Hospital, Peenya, Bengaluru – 22 reserves the right to accept or reject any bid including the lowest and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the said action.
22. The Medical Superintendent, ESIC Hospital, Peenya, Bengaluru-22 will award the contract to the successful evaluated bidder whose bid found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding document.
23. The Contractor who has quoted the least Grand total in the Financial bid shall be considered as the lowest tenderer. The rates for each and every item shall be quoted in figure and words. In case of any discrepancy in rates, the rates written in words shall prevail and stand valid. The rates quoted shall be firm and fixed and are inclusive of cost of manpower, material, tools and plants, etc, all taxes (including service tax), duties and levies, insurance, etc. No escalation of whatsoever nature shall be payable thereafter.
24. In case more than one bid quoting the same rates are received, the award of the contract will be decided on the basis of evaluation by committee constituted by the Medical Superintendent, ESIC Hospital, Peenya, Bengaluru. The committee shall decide after verifying the premises, infrastructure, facility and years of experience etc.
25. The successful bidder will be informed by Registered post/e-Mail that his bid has been accepted.
26. The successful bidder will be required to execute an agreement within a period of 15 days from the date of issue of Letter of Award until extended by the Medical Superintendent, ESIC Hospital, Peenya, Bengaluru up to a maximum of another two weeks in a non-judicial stamp paper and all the expenditure in this regard should be borne by the bidder.
27. The successful bidder shall be required to furnish a Performance Security within 15 days of receipt of "Letter of Award" for an amount of **Rs. 40,000 (Rs. Forty thousand only)** in the form of Demand Draft from a Scheduled / commercial bank drawn in favour of "**ESIC Fund A/c No -1**", payable at Bengaluru or in the form of an unconditional Bank Guarantee from a Scheduled bank in the format approved by ESIC. The successful bidder can also apportion the Earnest Money towards the security deposit subject to payment of the balance amount. The Performance Security / Security Deposit shall be returned within two months after the expiry of contract and completion of all contractual obligations. In case the contract period is extended further, the validity of Performance Security shall stand automatically extended.
28. This Security deposit will not bear any interest whatsoever.
29. Each page of the Tender document should be signed and stamped by authorized representative of Tenderer in acceptance of the terms and conditions laid down by ESIC.
30. Tender containing false, misleading information will be rejected and may also be

liable for consequences for submitting false information.

31. The Medical Superintendent, ESIC Hospital, Peenya, Bengaluru does not bind himself to accept the lowest or any tender and reserves the right to accept or reject any or all the tenders, either in whole or in part, without assigning any reasons for doing so.
32. Medical Superintendent may at his discretion, amend/modify the tender and/or extends the deadline for submission of tenders at any time prior to the last date for submission of Tenders. Medical Superintendent may for any reason at his own initiative modify the Tender documents by amendment and information thereof will be uploaded on Corporation's website and shall be binding on all concerned.
33. The Financial bid will be scrutinized and comparison for lowest bid made on the basis of the figure arrived at Column "E".
34. The competent authority reserves the right to withdraw/relax any of the terms and conditions mentioned above.
35. The Medical Superintendent, ESIC Hospital, Bangalore -22 is the Competent Authority to renew the contract or to terminate the contract.
36. All disputes relating to this tender can be legally resolved through Courts in Bangalore only.

## **CHAPTER-2: GENERAL TERMS AND CONDITIONS:**

### **1. SCOPE OF WORK:**

- (i) ESIC Hospital, Peenya, invites sealed quotations from reputed operators for providing one staff car (Sedan-class not more than 2 years Old).
- (ii) The agency shall provide the cars for the use of the hospital on monthly basis/monthly package rate for 2000 kilometers per month.
- (iii) The agency will provide the services normally on all working days from 9.00 AM to 5.00 PM. However, if required the services shall have to be provided even for odd hours i.e, before and after the office hours by the agency on rates quoted in Chapter -5.
- (iv) Extra charges beyond 2000 kms shall be paid as per rates quoted in chapter-5.

### **2. MINIMUM ELIGIBILITY:**

- (i) The operator should be based in Bengaluru.
- (ii) Should have minimum of 2 years' experience in the field.
- (iii) Should not have been blacklisted by the Govt./PSUs.
- (iv) Should possess requisite registration/licence required by the Transport Dept. of Govt. of Karnataka for running car.
- (v) The Taxi operator should have minimum of one Taxi registered in their name or in the name of the firm. Copy of Registration Certificate (RC) of the taxi should be submitted with the tender.
- (vi) The vehicle should have Commercial Registration, with up to date insurance, fitness, permit as the case may be(copy should be enclosed).
- (vii) Vehicles provided should not be more than two (02) years old, it means vehicle of 01/03/2015 or later model only should be provided.
- (viii) The firm should be registered and should furnish a copy of registration certificate in support thereof.

### **3. Earnest Money Deposit(EMD).**

- (i) EMD as specified in Chapter-1 in this tender document in the form of Demand Draft/ from any



Schedule bank drawn in favor of ESIC FUND A/C NO.1 payable at Bengaluru shall accompany the bid.

- (ii) EMD shall remain valid for a period of 30 days beyond the final validity period of bids(120 days)
- (iii) A bid received without Bid security(EMD) shall be rejected at the bid opening stage.
- (iv) The earnest money deposit (EMD) shall be refunded to the unsuccessful tenderers after finalization of the contract.
- (v) No interest is payable on the EMD
- (vi) The bid security may be forfeited:
  - If a bidder withdraws his bid during the specified period of bid validity specified in the bid document.
  - In the case of successful bidder, if the bidder fails to:
    - \*Submit the surety bond after awarding of the contract
    - \*Fails to fulfill contract
    - \*Furnish the Performance security within the time specified in the document

#### **4. Security Deposit:**

The successful tenderer will have to furnish security deposit Rs.40,000(Rupees Forty Thousand only) in the form of Demand Draft/Pay Order from a nationalized bank drawn in favor of ESIC FUND A/C NO.1 payable at Bangalore towards Security Deposit within seven(7) days from the date of acceptance of the tender. On request of the bidder, EMD of successful tenderer may be adjusted against Security Deposit to be submitted.

5. The near relatives of employees of ESIC Hospital, Peenya are prohibited from participation in this tender. The near relatives for this purpose are defined as: -
- (i) Members of a Hindu Undivided Family.
  - (ii) Their husband and wife.
  - (iii) The one is related to the other in the manner as father, mother, son(s), son's wife(daughter-in-law), daughter(s) & daughter's husband(son-in-law), brother(s) & brother's wife, sister(s) and sister's husband(brother-in-law).

#### **6. TERMS AND CONDITIONS SPECIFIC TO THE CONTRACT:**

- (i) "Full day" would imply hours/duration as specified elsewhere in the tender document.
- (ii) Meter reading will start/terminate at garage subject to a maximum of 20 kms permissible on this account per working day.
- (iii) Bid must include the salary of driver and all types of taxes(Income Tax, VAT and other taxes as per rate applicable) and any other maintenance expenditure in respect of the vehicle provided. No person below the age of 18 years to be engaged for working in the vehicle.
- (iv) The contractor has to pay the parking fee, toll fee; if any and to claim the same along with bills supported by challans.
- (v) The bidder must have PAN card and VAT Registration certificate, photocopy of which must be submitted along with the bid.
- (vi) In case of breakdown of the vehicles/sickness of the drivers replacement of the vehicles/drivers should be provided immediately. In case of failure, hire charges for the day shall be deducted from the monthly bill subject to a minimum deduction of Rs.1200 per day of absence.
- (vii) Vehicles should be provided with fuel, driver etc., and the vehicle should be maintained in best condition.
- (viii) Driver should be in proper uniform, well versed with Bangalore location. He should be well behaved and courteous to the passengers. The driver should be carrying a mobile phone, whose number will be communicated to the ESIC authorities before start of the trip and preferable at the time of booking of vehicle.
- (ix) The driver should possess valid license/documents with respect to vehicle & himself.

- (x) Drivers of taxi requisitioned by this office will report as per direction of officer nominated by the Medical Superintendent.
- (xi) The vehicles so provided by the contractor shall have the Commercial Registration/necessary permits.
- (xii) It is the responsibility of the contractor to arrange for adequate insurance cover for the vehicles, employees and passengers as required by the relevant Acts and Rules binding on the contractor.
- (xiii) The contractor shall comply with all mandatory rules and regulation for its vehicles and personnel deployed for services. Penalties, fines and any/all other damages arising out of non compliance of the requisite rules and regulations shall be solely borne by the contractor only.
- (xiv) Successful bidder has to place the vehicle as per the requirement of the Medical Superintendent on call basis.
- (xv) While performing the duty, if a vehicle is rendered out of order, agency shall send the replacement vehicle within 30 minutes failing which ESIC shall be free to make alternate arrangement at the cost and risk of empanelled agency, which shall be borne by contractor.
- (xvi) The rate quoted for hiring charges shall remain valid for one year's irrespective of revision of fuel prices.
- (xvii) The rates quoted should be excluding the Service Tax(if payable). The service tax, if payable will be paid additionally only after receiving the photocopy of the service tax paid challans. No service tax will be paid if the operator fails to provide proof of valid service tax registration.
- (xviii) Under no circumstances ESIC will be responsible for any type of accident, or non payment of taxes, insurance or any legal complicity. The ESIC authority shall not be responsible in any way in respect of any claims arising out Motor Accident claims/cases in respect of vehicle provided.
- (xix) ESIC stands indemnified of the consequences arising out of any accident or mishap or violation of traffic rules by the driver while performing ESIC duty. ESIC also stands indemnified of any responsibilities that fall in the domain of the empanelled agency with respect to the hired vehicles, drivers and statutory requirements with the State Transport Authority.
- (xx) The contractor should indemnify the ESIC against all claims, damages or compensation under the provisions of Central Minimum wages Act and other Labour laws in force from time to time and Payment of Wages Act, 1936; Minimum Wages Act, 1948; Employers Liability Act, 1938; the Workman Compensation Act, 1923; Industrial disputes Act, 1947; Maternity Benefit Act, 1961; Bonus Act; Contract Labour(R & A) Act 1970, or any modification thereof or any other social Security benefits including prescribed number of leave/ holidays and prescribed hours of work schedule to its employees deployed in the hospital and all laws related to Social Security(ESI & PF etc), Service Tax wherever applicable & other Labour legislations, and such statutory orders 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.
- (xxi) The worker provided by the contractor shall not be entitled to get any amount from the ESIC Hospitals allowances, wages, bonus, gratuity or retrenchment compensation etc.,
- (xxii) The persons provided by the contractor shall be the employee of the contractor only and there is no master and servant or employer and employee relationship between the persons provided by the contractor and this hospital and further the said persons of the contractor shall not claim any employment, engagement or absorption in this hospital in future.
- (xxiii) The persons provided by the contractor shall not claim any benefit/ compensation/ absorption /regularization of service from/in this hospital under the provision of Industrial Disputes Act, 1947 or Contract Labour(Regulation & Abolition) Act 1970. Undertakings from the persons to this effect shall be required to be submitted by the contractor to this hospital.

#### 7. Subletting of Work:

- (i) The firm shall not assign or sublet the work or any part of it to any other person or party.

(ii) The tender is not transferable. Only one tender shall be submitted by one tenderer.

8. Terms of payment:

(i) No payment shall be made in advance.

(ii) The contractor shall submit the complete bill in triplicate along with the parking & toll fee, if any in all respect in the first week of the following month in respect of previous month for sanction of the amount of bill and passing the bill for payment.

(iii) All payments shall be made through RTGS only.

(iv) The Medical Superintendent, ESIC Hospital, shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties.

(v) At the time of payment of bills, the taxes liable to be deducted, if any, shall be deducted at source as per Govt. rules and guidelines as may be prevailing at the time of payment.

9. Insurance: The Contractor shall arrange necessary insurance cover for any claim arising out of mishap, if any, that may take place. In the event of any liability/claim falling on Medical Superintendent, the same shall be reimbursed/indemnified by the contractor.

10. Penalty:

(i) The vehicle should come in time as per the directions. For each late arrival a penalty of Rs.100/- per hour shall be charged.

(ii) The Security Deposit can be forfeited by order of the Medical Superintendent, in the event of any breach or negligence or non-observance of any terms/condition of contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, such portion of the said security deposit as may be considered by the Medical Superintendent sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firm's bill has been received and examined.

(iii) Any misconduct/misbehavior on the part of the driver deployed by the agency will not be tolerated and concerned driver will be replaced immediately by the agency.

(iv) 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 two months prior to the date of discontinuation of services. Any deviation from this period will attract a penalty of Rs.1,000/- per day for the period of default.

11. Termination of Agreement: The Medical Superintendent, ESIC Hospital, Peenya shall at his sole and absolute discretion, be entitled to terminate this agreement forthwith by written one month notice without assigning any reason and without payment of any compensation and reserves the right to forfeit the security retained towards performance guarantee.

12. Dispute Settlement: 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 Medical Superintendent whose decision shall be final and binding on both the parties.

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**CHAPTER-4: TECHNICAL BID**  
**E-TENDER FOR PROVIDING STAFF CAR AT ESIC HOSPITAL, PEENYA**

Particulars of the Contractor				
1	<b>Name of the Contractor/Agency</b>			
2	<b>*Ownership Status</b> (Proprietorship/ Partnership/ Pvt. Ltd. Company, etc) <i>Note: Provide copy of Voter ID/Partnership Deed/ RoC respectively</i>			
3	<b>Name of the Proprietor/ Managing Partner/ Managing Director</b>			
4	<b>*Address:</b>			
	a. *Office Address/ Address of Garage			
	b. *Residential address of Proprietor/ Managing Partner/ Managing Director:			
5	<b>Details of Vehicle*</b> (Enclose copy of Registration Certificate and Taxi permit):			
	a. Type: <u>Sedan</u>	b. Colour: _____	c. Vehicle No: _____	
	Make: (Swift Dzire/ Etios/ _____)		d. Month & Year of Make: _____	
6	<b>Registration Details of Contractor</b> ( <i>Attach self-attested copy of each registration/ card</i> ):			
	a. *PAN Number (Attach last three years IT returns)			
	b. *Labour Licence No./EPF/ESI (if applicable)			
	c. *GST/Service Tax Registration Number			
7	<b>*Experience Particulars</b> – for past three(2) years ( <i>with copies of Experience/Work completion certificates</i> ):			
		Period	Organization	Amount (Rs & Lakh)
	a.	2016-17		
	b.	2015-16		
8	<b>Details of EMD</b> ( <i>enclose Demand Draft</i> ):			
	Amount (Rs.)	Name of Bank & Branch	Demand Draft No. & Date	

**Note:** (1) The above format may be used to provide requisite details.

(2) \* Mark means Copies of supporting documents to be enclosed serially numbered as per the Serial numbers at Column Nos 1 & 2

**Name of the Applicant:**

**Designation:**

**Signature & Seal of the Applicant**  
**Seal & signature of Bidder**

**UNDERTAKING:**

1. I/we undertake that I/we have carefully studied all the terms and conditions and understood proposed work of the Medical Superintendent, ESIC hospital, Peenya, Bengaluru-22 and shall abide by them.
2. I/we undertake that I/we have understood specifications for conducting the work mentioned in this tender and shall conduct the work strictly as per these specifications for conduction the work.
3. I/we hereby certify that none of my relative(s) are employed in the ESIC Hospital, Peenya, Bengaluru-22.
4. I/we undertake that the information given in this tender are true and correct in all respect and we hold the responsibility for the same.

**Signature of Tenderer  
(Date with stamp of the firm)**

**Date:**

**Place:**

***NOTE: The above declaration, duly signed and sealed by the authorized signatory of the company, should be enclosed with Technical Bid.***

**CHAPTER-5: FINANCIAL BID**  
**E-TENDER FOR PROVIDING STAFF CAR AT ESIC HOSPITAL, PEENYA**

Sl.No. (A)	Description (B)	Amount (in Rs.) (C)	Rate per km(in Rs./km) (D)
1.	Fixed Monthly Rental inclusive of all taxes for a monthly distance of up to 2000 kms 99.00 am to 5.00 pm)  (C=2000 × D)		
2.	Rate for additional distance covered during the month (above 2000 kms)/overtime rates per km  (Only rate per km may be quoted)	N.A.	
3.	Average Rate per Km.	N.A.	

**Note: L1 will be determined on the average at Column "D" of Sl.No.3.**

**Name of the Applicant:**

**Designation:**

**Signature & Seal of the Applicant**