



क्षेत्रीय कार्यालय, झारखंड

REGIONAL OFFICE: JHARKHAND

कर्मचारी राज्य बीमा निगम

EMPLOYEES' STATE INSURANCE CORPORATION

पंचदीप भवन / Panchdeep Bhawan

एसिक कम्प्लेक्स / ESIC COMPLEX

नामकुम , राँची -834010

NAMKUM, RANCHI- 834010

दूरभाष/ Telephone: (0651) 2261569, 2261127 (FAX)

ISO 9001 : 2000 CERTIFIED

Website : www.esicjarkhand.org

Email : rd-jharkhand@esic.nic.in

Letter No. : 60-D-25/16/08/Genl - Staff Car

Date : 11/03/2013

Sub:- Invitation of Tender Enquiry for Staff Car on contract basis.

(Third call)

The Regional Director, invites sealed quotation from interested reputed Agencies/NGOs for supply of "Staff Car (Tata Indica/Indigo or equivalent with A.C.) on contract basis for three years."

Tender Documents are available on payment of Rs.100/- to be paid by **Demand Draft** in favour of **ESIC Fund A/c No. 1, Payable at Ranchi**. Cheque will not be accepted.

Regional Director, ESIC, Regional Office, Namkum, Ranchi, does not pledge himself to accept the lowest or any tender and reserves the right of accepting / rejecting any tender.

<u>Cost of each Tender Document</u>	<u>Rs.100.00</u> <u>(Rupees Hundred Only)</u>
Period for supply of Blank Tender Forms and related documents at the Regional Office on all Working Days (Except Saturdays, Sundays and Holidays)	11/03/2013 11:00 A.M. to 03/04/2013 4:00 P.M.
Last Date & Time of submission of completed Tender Document in the Tender Box kept in the Office of ESIC Regional Office, Namkum, Ranchi.	04/04/2013 12:00 A.M.
Date & Time of opening of Tender	04/04/2013 4:00 P.M.

Yours faithfully,

Regional Director

GENERAL TERMS AND CONDITIONS FOR TENDER/BID

1. PREPARATION OF TENDER:

- a. The Tender Form containing the terms and conditions (General and Special) and the Schedule should be returned in original after filling up the form and duly signed in full on each page with stamp, whether quoting for any item or not.
- b. If any Modification of the schedule is considered necessary, you should communicate the same by means of separate letter sent with the Tender.

2. PROCEDURE FOR SUBMISSION OF TENDERS / BIDS:

- i. The original copy of tender document duly completed and signed on each page, should be submitted along with the Tender failing which the Tender shall be rejected.
- ii. The 'Technical bid' (tender documents & Demand Draft for EMD) and the 'Price bid' in two separate envelopes should be enclosed in a double cover and sealed. The cover shall be super-scribed with "Tender for Staff Car on contract basis".

3. LATEST HOUR FOR RECEIPT OF THE TENDER:

The Tender documents must reach this office not later than the date and time notified in the Tender Notice stated in the TENDER DOCUMENT. Any Tender received after that shall be rejected.

4. PERIOD FOR WHICH THE OFFER WILL REMAIN OPEN AND PERIOD OF VALIDITY:

- i. All tenders should remain open for acceptance for **a period of twelve months** from the date of opening of the tender.
- ii. The contract / tender, if awarded, shall be valid **for three years from the date of award of Contract / Agreement** subject to condition of satisfactory performance and on failure on this aspect by the contractor, the Competent Authority reserves the right to terminate the contract at any point of Time. The period of the contract can be extended for further period at the discretion of the Competent Authority, to a maximum period of one year, on terms and conditions of the Regional Office, Ranchi while accepting the tender.

5. **Points to note :**

1. The Vehicle to be offered shall not be more than two years old.
2. (i). The Vehicle will be for Regional Office use and initially the duration will be 10:00 Hours daily (Approx) (9:00 AM to 7:00 PM) from Monday to Saturday and the service may be required anytime on call even on Sundays & Holidays. For engagement of Vehicle beyond and before the scheduled timing and on Sundays and Holidays the driver will be paid @ Rs.50/- per extra hour subject to maximum ceiling of Rs. 250/- per day. The timing may be changed at the discretion of the Regional Director based on Regional Office's need.
(ii). If the Vehicle is used for journey outside the district limit of Ranchi the driver would be paid at the rate of Rs. 50/- per hour for engagement of Vehicle before and beyond office hour subject to a maximum limit of Rs. 250/-.
(iii). If the driver is required to halt at night an amount of Rs. 250/- would be paid to him. The period of night would commence at 10:01 P.M. and end at 5:59 A.M. next morning.
3. (i). The contractee will have to arrange and pay for the driver and maintenance charges or any other charges for up-keeping of the vehicle. The Regional Office, Ranchi will pay for the fixed charges per month and cost of fuel consumed will be reimbursed in addition to this.
(ii). It shall be ensured that the Vehicle offered is free from any kind of legal charges and have not been involved in any accident case.
(iii). The driver of the Vehicle shall not have any criminal antecedent and a certificate to that effect shall be furnished in respect of each and every driver of the Vehicle. The driver shall always wear a Uniform (White Pant and White Shirt and Black leather Shoes) which shall be provided to the driver by the contractee. The driver shall always present himself in well manner. If, on any day the driver is found not to be wearing the Uniform or presents himself in shabby manner the amount of Rs. 50/- per day shall be deducted from the monthly fixed charges.
4. A log book shall be maintained by the agency/driver for the record of uses and mileage for consumption of fuel.
5. Only fixed charges and cost of fuel as per the mileage quoted will be paid by the Regional Office and no other charges will be claimed by the party.
6. Payment will be made by *E.C.S. payment* for which **details of Bank's Account No., IFSC Code, Name of Bank & Branch Address** should be mentioned and shall be payable within 30 days of submission of complete bill.
7. TDS will be deducted as per Income Tax rule.
8. The Regional Office in any way will not be responsible for any legal matters concerned to the Vehicle, and it will be the sole responsibility of the Agency.
9. In event of breakdown of Vehicle, the contractor has to make an alternative arrangement of Vehicle and in case of non-supply of vehicle on a particular day, the Regional Office will hire

a Vehicle and deduct the bill amount of hired vehicle from the monthly bill or any other deposit of the contractor.

10. Any loss sustained by the Corporation due to an act of negligence on the part of driver/contractee shall be recovered from the contractee.

6. **OPENING OF TENDER:**

- I. The **tender shall** be opened in the presence of bidders/representatives who choose to attend on the date and time as mentioned.
- II. The bidders/ representatives who will remain present at the time of opening shall have to put their signature as a proof of their attendance.
- III. The decision of the committee on technical and price suitability shall be final and shall not be opened for discussion.

7. **OTHER TERMS :**

- A. **Responsibility for executing Contract:** The contractor is to be entirely responsible for the execution of the contract in all respects in accordance with the terms and conditions as specified in the acceptance of tender including any legal complications during the period of contract.
- B. **Bid Security / Earnest Money:** The tenderer shall have to deposit an earnest money (Refundable) amount of Rs. 3,000/- (Rupees Three Thousand only) with the tender at the time of application, failing which the tender shall be rejected. The earnest money is to be paid by **Demand Draft drawn in favour of ESI Fund A/c No. 1, Regional Office, Namkum, Ranchi and payable at S.B.I Ranchi. CHEQUES WILL NOT BE ACCEPTED.**
- C. **Security Deposit / Performance Security:** On acceptance of the tender, within the period specified by the Regional Director, the contractor shall deposit one month Rental Charge as security deposit, for due compliance & fulfillment of the terms and conditions of the contract. This has to be in the form of a Demand Draft, in favour of **ESI Fund A/c No. 1, Regional Office, Namkum, Ranchi payable at Ranchi. NO CHEQUES WILL BE ACCEPTED for this purpose.**
- D. The tenderer should have an office at Ranchi and the complete Postal Address, Telephone / Mobile / Fax / E-mail address, etc. should be provided, while submitting the completed tender form.
- E. The rates once accepted by the Regional Office shall remain unaltered throughout the period of contract, including any extended period.

F. Insolvency and breach of contract : The Regional Director may at any time by notice in writing summarily terminate the contract without compensation to the contractor in any of the following events, that is to say:-

(i). If the contractor being an individual or if firm, any partner in the contractor's firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any convenience or assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment of if the firm/society be dissolved under partnership act, or

(ii). If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver of manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or Manager.

(iii). If the contract commits any breach of this contract not herein specifically proved for : Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also that the contractor shall be liable to pay the purchaser for any extra expenditure, he is thereby put to but shall not be entitled to any gain on repurchased.

G. Arbitration : In the event of any question, dispute or difference arising under these conditions or any special conditions of the contract, or in connection with this contract, except as to any matter the decision of which is specially provided for by these on the special conditions, the same shall be referred to the sole arbitrator as appointed by the Regional Director. It will be no objection that the arbitrator is a Govt. servant, that he had to deal with the matter to which the contract relates for that in the course of his duties as a Govt. servant he had expressed views on all or any of the arbitration dispute or difference. The award of the arbitrator shall be final and binding on the parties to the contract, it is term of this contract:-

1. If the arbitrator be Regional Director Jharkhand. In the event of his being transferred to vacating his office by resignation or otherwise, it shall be lawful for his successor in office either to proceed with the reference himself or to appoint another person as arbitrator, OR In the event of his becoming unable to act for any reason, it shall be lawful for Regional Director, ESIC, Jharkhand to appoint another person as arbitrator.

2. If the arbitrator be a person appointed by the Regional Director. In the event of his denying neglecting or refusing to act being unable to act, for any reason, it shall be lawful for the Regional Director either to proceed with the reference himself or to appoint another person as arbitrator in place of the outgoing arbitrator. It is further a term of this contract that no

person other than the Director General, ESI Corporation or the person appointed by him should act as arbitrator and that if for any reason that is not possible, the matter is not to be referred to arbitrator at all. Upon every and such reference, the assessment of the costs incidental to the reference and award respectively shall be in the discretion of the arbitrator.

Subject as aforesaid the Arbitration Act, 1940 and the rules there under and any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitrator proceeding under this clause. Work under the contractor shall, if reasonably possible continue during the arbitration proceeding and no payment due to payable by the purchaser shall be withheld on account of proceedings:- The Venue of arbitration shall be at Ranchi. In the clause, the expression 'The Director General', ESIC Scheme means, the Regional Director, ESIC Scheme for the time being and in case there be no Regional Director the officer who is for the time being the administrative head of The ESI Corporation, whether in addition or otherwise. For the purpose of the contract including arbitration proceedings there under, the Regional Director, ESIC, Jharkhand shall be entitled to exercise all the rights and powers of the purchaser.

- H. Regional Director, ESIC, Regional Office, Ranchi does not pledge himself to accept the lowest or any tender and reserves to himself the right of accepting any tender or portion of the Tender offered and the tenderer shall supply the same / execute the work at the rate quoted by him.
- I. **Statutory requirements :** In case the agency appoints manpower/labour in excess of or equal to the number as specified by law, the agency should comply with all statutory enactments including (i). **Contract Labour Regulation and Abolition Act, 1970;** (ii). **Minimum Wages Act,** where applicable, (iii). **Payment of wages Act,** where applicable; (iv). **ESI Act 1948,** where applicable; (v). **EPF Act, 1952,** where applicable, etc. All existing statutory liabilities relating to engagement of personnel related to labour laws shall be sole responsibility of the agency.

REGIONAL DIRECTOR

TENDER APPLICATION FORM

1. Name of the firm :-
2. (A) Full Postal Address :-

(B) Mobile Phone No :-
(C) Telephone No :-
(D) Fax No :-
3. Date of Establishment of Firm :-
4. Is your Firm Registered under :-
(A) The Shops and Commercial Estt. Act –
(B) Any other Act, please submit full details :-
5. Details of Bank Account:-
 1. Bank A/c No. :
 2. IFSC Code :
 3. Name of Bank :
 4. Branch Name & Address :
6. Whether insured against fire, theft, burglary etc. If so, please state the amount and name of company with policy no :-
7. Are you in the list of approved contractors of any other organizations/institutions, if any give details (Append extra page if necessary)
8. Give details of any Government contracts executed during the last twelve months (Append extra page if necessary) :-
9. Any other information which you consider necessary to furnish :-
10. Last Three Financial Year Income Tax Return with PAN :-

FORMAT OF QUOTATION FOR HIRING OF STAFF CAR ON CONTRACT

1. Vehicle Specification : (i) Model/Make
- (ii) Year of Manufacturing
- (iii) Vehicle No.
- (iv) Run by Petrol/Diesel

3. Charges : i) Fixed Charges per month – Rs.
- ii) Free Kilometres per month -- Kms
- iii) Mileage Chargeable -- Km/litre
(Quote single rate for A.C./ Non-A.C.)

Signature of the Party/Agency

UNDERTAKING

- i. I, the undersigned certify that I have gone through the terms and conditions mentioned in the tender document and undertake to comply with them.
- ii. The rates quoted by me are valid and binding upon me for the entire period of contract and it is certified that the rates quoted are the lowest quoted for any other Institutions/Govt. Offices in India.
- iii. The earnest money of Rs.3,000/- to be deposited by me has been enclosed herewith vide Demand Draft no. _____, Date _____, drawn on bank _____, Branch _____.
- iv. I/We give the rights to Regional Director to forfeit the earnest money deposited by me/us if any delay occur on my/agent's part or failed to provide the service within the appointed time or of desired quality.
- v. There is no vigilance / CBI case or court case pending against the firm/me.
- vi. I hereby undertake to supply the vehicle/service as per directions given in the tender document / supply order within stipulated period.

Date:-

Signature of the tenderer

Place:-

Full Name:-

Designation:-

(Office seal of the tenderer)

List of documents enclosed :

1.

2.

3.

4.

5.

6.

7.

8.

9.

10.

11.

Date :

Place :

Signature & Seal of the Tenderer

Full Name of the Tenderer :