TENDER DOCUMENT

FOR PROVIDING DRIVER

ON MONTHLY CONTRACT BASIS

THE ORIENTAL INSURANCE COMPANY LIMITED ORIENTAL HOUSE, A-25/27, ASAF ALI ROAD, NEW DELHI. TELEPHONE NO. : 011-43659435. CIN NO. : U66010DL1947GOI007158

(Tender Documents consists of 33 Pages)

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THE ORIENTAL INSURANCE COMPANY LIMITED ORIENTAL HOUSE, A-25/27, ASAF ALI ROAD, NEW DELHI. TELEPHONE NO. : 011-43659435 CIN NO. : U66010DL1947GOI007158

NOTICE INVITING TENDER FOR PROVIDING DRIVER ON MONTHLY CONTRACT BASIS

Chief Manager/Manager, Establishment Department, The Oriental Insurance Company Limited, invites Sealed Tenders on '**Two Bid System'** as mentioned hereunder in the attached prescribed format from reputed Manpower Providing Agency having adequate experience in the field of providing Driver and other manpower on contract basis.

Interested parties may submit bids in two separate envelopes duly super-scribed as "Technical Bid" and "Financial Bid". Both these bids should be put in one big envelope super-scribed "TENDER FOR PROVIDING DRIVER ON MONTHLY CONTRACT BASIS". The Bidder/Tenderer is requested to sign all the papers comprising Technical Bid, Financial Bid and all the Annexures attached.

The Bidder/Tenderer is requested to quote rates in the 'Financial Bid' keeping in view the terms and conditions of this Tender Document and the tender is liable to be rejected if any change in the terms and conditions is proposed. The Bidder/Tenderer has to submit Earnest Money Deposit of Rs. 10,000/- through Demand Draft only (payment by cheque or any other mode is not acceptable) in favour of "The Oriental Insurance Company Limited" payable at New Delhi along with the Technical Bid. Tenders without the Earnest Money Deposit (through Demand Draft Only) will be deemed rejected.

Interested Manpower Providing Agency/Firms can obtain the detailed Tender Document, containing detailed Terms and Conditions, Eligibility Criteria, Technical Bid, Financial Bid and Annexures to be attached with bids, against a written request on their own letter head from the Office of Chief Manager/Manager, Establishment Deptt., The Oriental Insurance Company Limited, Oriental House, A-25/27, Asaf Ali Road, New Delhi, along with Cash payment/submission of a non-refundable Demand Draft only of Rs. 1,150/- (Rupees One Thousand One Hundred Fifty Only) drawn on any Nationalized/ Scheduled Bank in favour of "The Oriental Insurance Company Limited" payable at New Delhi on all working days (Monday to Friday) between 10.00 A. M. to 3.30 P. M. The time schedule of tendering is specified below :-

1	Issue of Tender Document	From 18/07/2016 to 01/08/2016 between 11.00 AM to 3.00 PM on all working days (Monday to Friday).
2	Tender Document Fee (Non-refundable	Rs.1,150/-(Rs.One Thousand One Hundred Fifty Only).
3	Last Date and Time for submission of Tender.	08/08/2016 upto 4.00 PM.
4	Date and Time of opening of Technical Bid.	10/08/2016 at 11.00 AM.
5	Date and Time of opening of Financial Bid.	Will be intimated to Technically qualifying bidders at a later date.
6	Earnest Money Deposit (EMD).	Demand Draft only of Rs.10000/- (Rupees Ten Thousand Only) to be placed in sealed Envelope of "Technical Bid". Payment of EMD through any other mode is not acceptable.

The Tender Document can also be downloaded from the website <u>www.orientalinsurance.org.in</u> and the same will be accepted along with the Tender Fee of Rs. 1,150/- (Rupees One Thousand One Hundred Fifty Only) through a separate Demand Draft Only drawn on any Nationalized / Scheduled Bank favouring "The Oriental Insurance Company Limited payable at New Delhi which is required to be placed in the envelope containing Technical Bid.

All amendments/information with respect to this Tender will be unloaded on the Company's Website <u>www.orientalinsurance.org.in</u> and notice thereof will not be published in any newspaper. All Tenderers are, therefore, advised to visit the website regularly for updates. The Oriental Insurance Company Limited, reserves the right to reject all or any Tender without assigning any reason, whatsoever.

(A. R. JOSHI) CHIEF MANAGER

ELIGIBILITY CRITERIA

- 1. The Bidder/Tenderer should be based at Delhi / NCR and operating their business in Delhi / NCR. The Office Premises of the Bidder/Tenderer should be located in Delhi/NCR. Attach photo-copy of proof.
- 2. The Bidder/Tenderer should have an established Office Premises in Delhi/NCR having necessary infra-structure and sufficient man-power on its rolls so as to provide immediate, satisfactory and efficient services of driver. Tenders received from Firms/Establishments operating from residential premises and not having an established Office Premises with necessary infra-structure and man-power on its rolls will not be accepted and will be treated as rejected.
- **3.** The Bidder/Tenderer are hereby informed that the Company will arrange inspection of their Office Premises and infra-structure facilities of Tenderer/Bidder through a Committee of Officials of the Company and/or through an Investigator appointed for the purpose, to verify the existence and to assess the competance of Bidders/Tenders in providing satisfactory and efficient services required in the Tender Document. The report shall be taken into account for the purpose of qualification of Technical Bid of Bidders/Tenderers. The decision of The Oriental Insurance Company Limited in this regard shall be final and binding on the Bidders/Tenderers.
- 4. The Bidder/Tenderer should have a minimum experience of three years as on 31/03/2016 in the field of providing Drivers on Monthly Contract Basis. Attach photo-copy of proof.
- 5. The Bidder/Tenderer should be possessing/holding a valid License issued by Central/State Government/concerned Department of Government of NCT for providing Contract Labour under the Contract Labour (Regulation and Abolition) Act. In case any other permission or Certificate is required for providing Contract Labour to the Company, the Bidder/Tenderer will be required to submit the same within one month of award of the work. The successful Bidder/Tenderer would be required to deploy Manpower / Contract Labour as per norms prescribed under the said Act. Attach photo-copy of Licence.
- 6. The Bidder/Tenderer should be registered with EPF Authorities and should have a valid Provident Fund Registration Number under EPF Act issued by EPF Authorities. Attach photo-copy of Registration.
- 7. The Bidder/Tenderer should be registered with ESI Authorities and should have a valid ESI Registration Number issued by ESI Authorities under ESI Act 1948. Attach photo-copy of Registration.
- 8. The Bidder/Tenderer should be registered with Service Tax Authorities and should have a valid Service Tax Registration Number issued by Service Tax Authority. Attach photo-copy of Service Tax Registration.
- 9. The Bidder/Tenderer should have rendered similar satisfactory services of providing Drivers on Contract Basis to atleast one Public Sector Insurance Company / Public Sector Bank / Central or State Government Undertaking / Autonomous Institute / Corporate Establishment of repute having minimum paid-up capital of Rs. 50 Lacs during the last three years. Attach Certificate of Experience and Satisfactory Completion of work awarded from concerned Establishments / Companies.
- 10. The Bidder/Tenderer should furnish List of Clients to whom drivers on Monthly Contract Basis are given during the last three financial years i.e. 2013-14, 2014-15 and 2015-16 along with the numbers of persons deputed. Attach Certificates from concerned Clients/Companies.

- 11. The Bidder/Tenderer should have minimum Annual Turn-over of Rs. 50 Lacs during the last three financial years i.e. 2013-14, 2014-15 and 2015-16. Attach Certificate from Chartered Accountant in this regard.
- 12. The Bidder/Tenderer should have on their wage rolls minimum 15 drivers in Delhi as on 31/03/2016. Attach Certificate from Chartered Account in this regard.
- **13.** The Company will debar Bidders/Tenderers having relatives working in The Oriental Insurance Company Limited from tendering in any capacity. A Non-relationship Certificate is required to be submitted as per **Annexure II** of the Tender Document.
- 14. The Bidder/Tenderer should be ready to and will :-

(A) Deposit ESI and EPF Contribution in respect of drivers deputed for our Company through a seperate Challan meant for OICL every month and submit a copy of the same as proof of payment to statutory authorities along with complete details of contribution deposited in respect of each named driver on their letter head duly certified, stamped and signed by authorised signatory as per specimen enclosed as **Annexures IX and X treating it as a mandatory requirement**.

(B) Pay the total amount of Monthly Wages, Overtime and other charges mentioned in the Tender Document to the drivers deputed for our Company (which should be equivalent to the amount payable to them as per Specimen of Calculation Sheets enclosed as Annexures VII, VIII and XI duly stamped and signed by authorised signatory) through "E- transaction" and/or through "Account Payee Cheque" only treating it as a mandatory requirement. Payment of amount of Wages to the drivers in Cash by the Bidder/Tenderer is prohibited and will not be accepted.

(C) Arrange Police Verification of each driver deputed for our Company and submit a Police Verification Report obtained from the Police Authorities in respect of each driver before deputing to our company treating it as a Mandatory requirement as it involves handing-over of a "Government of India" Four- wheeler to the driver deputed for performance of the duty of a driver.

(D) Provide alternative driver, whenever the regular driver deputed by them is not reporting for duty and/or is on leave treating it as a Mandatory Requirement so as to ensure continuity of services of driver to OICL. In case of failure to provide alternate driver the Bidder/Tenderer should be ready to bear the penalty imposed as per the terms and conditions of the Tender Document. Please note the penalty for not providing alternate driver in the absence of regular driver by the Bidder/Tenderer is to be borne by the Bidder/Tenderer. The Bidder/Tenderer will not be allowed to pass on the panelty amount to the driver deputed by them.

The Bidder/Tenderer are required to submit "Letter of Acceptance" in this regard as per specimen enclosed as Annexure VI and non-compliance of the above requirement or any requirement given in this Tender Document and any deviation in compliance of the requirement mentioned in the Tender Document will be treated as a default in providing satisfactory services. In such an event, the Company reserves the right to cancell the Work Order given to Bidder/Tenderer and the Security Deposit deposited with the Company by such Bidder/Tenderer will be forefeited.

- **15.** 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. An Undertaking on the Letter Head of the Company as per specimen given in **Annexure XII** is required to be submitted along with Technical Bid.
- **16.** The Tenders from Bidders who's Technical Bid(s) were earlier rejected by OICL on account of fake supporting documents etc. shall not be entertained.

(A. R. JOSHI) CHIEF MANAGER

GENERAL TERMS AND CONDITIONS AND INSTRUCTIONS FOR BIDDERS/TENDERERS

- 1. The Tenders/Bids should be valid for a period of atleast two months from the date of opening of Technical Bid of tender.
- 2. The duration of the Contract will be for a initial period of three years from the date of commencement of services after award of contract on the rates quoted by Bidder/Tenderer in the Financial Bid with a provision to extend the contract for a further period of three years by increasing the rates for "Overhead Charges" and "Service Charges" by 10% on the same terms and conditions on providing satisfactory and efficient services. The rates of "Overhead Charges" and "Service Charges" and "Service Charges" and "Service Charges" and "Service Charges" and "Itematical Bid shall remain fixed during the currency of the Contract for a initial period of three years and no revision in rates will be permitted.
- **3.** The Tenders are invited on **Two Bid System i.e. Technical Bid and Financial Bid.** The Bidder/Tenderer is required to put Technical Bid in sealed Envelope No. 1 along with documents and Financial Bid in sealed Envelope No. 2. The Bidder/Tenderer is required to clearly indicate on these sealed envelopes their name, address and contact details.
- 4. Both the sealed envelopes superscribed as Envelope No. 1 "Technical Bid" and Envelope No. 2 "Financial Bid" should be kept in a big Envelope No. 3. This sealed Envelope No. 3 superscribed as "TENDER FOR PORVIDING DRIVER ON MONTHLY CONTRACT BASIS" and addressed to Shri A. R. Joshi, Chief Manager, Establishment Deptt., The Oriental Insurance Company Limited, Oriental House, A-25/27, Asaf Ali Road, New Delhi, shall be deposited in the Tender Box placed at Establishment Deptt. on or before 08/08/2016 by 4.00 PM.
- **5.** The Tenderer/Bidder has to submit Earnest Money Deposit of **Rs. 10,000/-** through Demand Draft only (payment through cheque or any other mode is not acceptable) in favour of "The Oriental Insurance Company Limited" payable at New Delhi along with the Technical Bid. Tenders without the Earnest Money Deposit will be deemed rejected.
- 6. The Earnest Money shall be forfeited if
 - (i) The Bidder/Tenderer withdraws his Tender during the Validity Period of Tender.
 - (ii) The Successful Bidder/Tenderer fails to comply with all the terms and conditions of the Tender Document during the currency of the contract.
 - (iii) The Successful Bidder/Tenderer fails to comply with the rules and regulations set forth by Government such as PF, ESI, Minimum Wages and other statutory requirements.
- 7. Earnest Money Deposit of unsuccessful Tenderer/Bidders will be refunded within 30 days from the date of opening of tenders except of the qualified bidder.
- 8. As per Public Procurement Policy of Government of India, exemption from payment of Earnest Money Deposit is allowed to Micro and Small Enterprises (MSEs) provided such MSEs enclose certified copy of Valid Certificate of Registration as MSEs issued by appropriate Registering Authority and letter from such Registering Authority certifying exemption from payment of Earnest Money Deposit to such MSEs. Kindly note that if these documents are not attached with the Bid/Tender Document submitted by MSE Bidder/Tenderer their Bid/Tender shall not be entertained and shall be treated as rejected.

- 9. The Bidder/Tenderer, on award of the contract to provide drivers on monthly contract basis, is required to deposit as amount of Rs. 50,000/- (Rupees Fifty Thousand Only) as Security Deposit with the Company through Demand Draft Only. This deposit will remain with the Company during the currency of the Contract and no interest will be paid on this amount.
- 10. All the copies of the documents mentioned in the Eligibility Criteria, Technical Bid, Annexures I to XII and other necessary documents are required to be attached with the "Technical Bid" to be eligible for opening of "Financial Bid" as these documents will help in evaluating the Technical Bid of the Tenderer.
- **11.** Unsealed tenders will not be accepted. The tender received in any manner other than prescribed in the Tender Document shall be summarily rejected. Any tender received after the scheduled date and time shall not be considered. The Company will not accept any responsibility for the tender lost in transit or delivered elsewhere.
- 12. At first instance only "Technical Bid" will be opened on the scheduled date and time given in the "Notice inviting Tender". The Technical Bids will then be evaluated on the basis of documents/information furnished, eligibility criteria and inspection of office premises and infrastructure. The Bidder/Tenderer are hereby informed that the Company will arrange inspection of their Office Premises and infra-structure facilities of Tenderer/Bidder through a Committee of Officials of the Company and/or through an Investigator appointed for the purpose, to verify the existence and to assess the competance of Bidders/Tenders in providing satisfactory and efficient services required in the Tender Document. The report shall be taken into account for the purpose of qualification of Technical Bid of Bidders/Tenderers. The decision of The Oriental Insurance Company Limited in this regard shall be final and binding on the Bidders/Tenderers.
- 13. The Bidder/Tenderer who will qualify in the "Technical Bid" will only be eligible for opening of their "Financial Bid". The date and time of opening of "Financial Bid" shall be up-loaded on Company's Website and shall be intimated to individual qualified bidders through their E-mail address provided in the Tender Document. All Tenderers/Bidders are, therefore, advised to visit the website regularly for updates.
- 14. If at any stage, it is found that the documents, certificates, bills and documents pertaining to mandatory proof of payment of minimum wages, statutory payments and other payments submitted by the Bidder/Tenderer are forged or have been manipulated, the work order issued to the Bidder/Tenderer shall be cancelled and the Security Deposit of the Bidder/Tenderer lying with the Company shall be forfeited without any claim whatsoever on the Company and the Bidder/Tenderer is liable for action as deemed fit by the Company.
- **15.** All amendments/information with respect to this Tender will be unloaded on the Company's Website <u>www.orientalinsurance.org.in</u> and notice thereof will not be published in any newspaper. All Bidders/Tenderers are, therefore, advised to visit the website regularly for updates.
- 16. All over-writings/corrections should be duly signed by the Tenderer/Bidder.
- 17. Each Tenderer/Bidder will submit only one tender either by himself or as a partner in joint venture/firm/company.
- **18.** Convassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will be an offence under Laws of Land. Such action will result in the rejection of bid, in addition to other punitive measures.
- **19.** Tenders/Bids must be received by/submitted to Chief Manager, Establishment Department, The Oriental Insurance Company Limited, Oriental House, A-25/27, Asaf Ali Road, New Delhi, by the date and time stipulated in the Notice Inviting Tender. The Company may, at its discretion, extend the deadline for submission of Tenders/Bids in which case all rights and obligations of the

Company and the Tenderer/Bidder will be the same. The information thereof will be available on the Company's Website and Notice thereof will not be published in any newspaper. All Tenderers/Bidders are, therefore, advised to visit the website regularly for updates.

- **20.** The Contract with the Bidder/Tenderer can be cancelled by the Company by giving one month's notice in writing without assigning any reason, whatsoever.
- **21.** In case the Bidder/Tenderer desires to cancell the contract, he is required to give three months notice in writing to the Company.
- **22.** The Oriental Insurance Company Limited, New Delhi, reserves the right to reject/cancel any or all the tenders without assigning any reason, whatsoever.

23. ARBITRATION

In the event of any question, dispute or difference arising under this agreement or in connection therewith except as to matter the decision of which is specifically provided under this agreement, the same shall be referred to sole arbitration by OICL or an Arbitrator appointed by them specifically for resolution of dispute/difference under this contract. The arbitration shall be conducted under the Indian Arbitration and Conciliation Act, 1996, and any amendments thereof. The venue of the arbitration proceedings shall be The Oriental Insurance Company Limited, Head Office, A-25/27, Asaf Ali Road, New Delhi, or any such other place as the arbitrator may decide.

(A. R. JOSHI) CHIEF MANAGER

SCOPE OF SERVICES, TERMS AND CONDITIONS & PROCEDURE FOR SUBMISSION OF MONTHLY BILL FOR REIMBURSEMENT OF PAYMENT TO BIDDER/TENDERER

- 1. The Bidder/Tenderer is required to provide the services of Driver strictly on 'Monthly Contract Basis' for a initial period of three years from the date of commencement of services, after award of contract, on the rates quoted by Bidder/Tenderer in the Financial Bid with a provision to extend the contract for a further period of three years by increasing the rates for "Overhead Charges" and "Service Charges" by 10% on the same terms and conditions on providing satisfactory and efficient services. The rates of "Overhead Charges" and "Service Charges" by 10% on the same terms and conditions on providing satisfactory and efficient services. The rates of "Overhead Charges" and "Service Charges" of the Contract for a initial period of three years and no revision in rates will be permitted.
- 2. The services of driver is required for 10 hours daily (excluding lunch time of half an hour) on six days a week basis. The duty hour of driver will start from the actual time of reporting for duty intimated to him by authorised official of the company and will end from the actual time of relieving from duty and will vary on day to day basis as per requirement of the Company. However, if need be, the driver can be called for duty at any hour and can be used beyond the daily limit of 10 hours and on Holidays/Sundays, for which "Per Hour Rate" as Overtime Charges will be reimbursed to the Bidder/Tenderer. The driver has to report at the place of duty at any location within Delhi/NCR intimated to him as per need by the Company's authorised officer. The location of reporting for duty may vary on day-to-day basis as per requirement of the Company. Driver may be required to report from duty to another place during duty hours for which a fixed monthly conveyance charges of Rs. 500/- per month will be paid to the driver.
- **3.** The overtime will be paid as per actual hours of duty performed by the driver subject to the following daily/monthly maximum limits:-

Maximum Overtime Limit on any working days	Maximum Six Hours per day.
Maximum Overtime Limit on Sundays / Holidays	Maximum Eight Hours per day.
Maximum Overtime Limit in a Month	Maximum 100 Hours per month.

- 4. The Bidder/Tenderer is required to make payment of Minimum Wages, Statutory Payments like EPF, ESI etc., Overtime, if payable, and other payments as per the Tender Document to the Driver by the 5th day of every month and to Statutory Authorities in time by themselves and then claim reimbursement of such expenses along with "Overhead Charges" and "Service Charges" from the Company by submitting Monthly bills along with proof of Payment of Minimum Wages, Overtime and other Statutory Charges. Please note that reimbursements will be made to the Bidder/Tenderer, only if the bills are accompanied by documentary proof of all these payments to driver and other statutory authorities along with other documents mentioned in the Tender Document **treating it as a mandatory requirement**.
- 5. The Bidder/Tenderer shall make all payments including minimum wages to the drivers deputed on or before 5th of every month along with Pay Slips to Individual Drivers through E-transaction and

submit copy of Pay Slips along with the monthly bills to the Company. The minimum wages will not be paid for leave/absence of driver if alternate driver is not provided by the Bidder/Tenderer.

- 6. The persons/drivers deployed, engaged by the Bidder/Tenderer are employees of the Bidder/Tenderer and deputed to the Company only for the purpose of providing services. The persons/drivers deployed shall be in sole employment of the Bidder/Tenderer and Bidder/Tenderer shall be solely and fully responsible for their acts, salaries, wages, remunerations and/or any other statutory or other payments. Under no circumstances the Company shall be liable for any payment or claim or compensation and in case any liability falls on the Company for any reason, the Bidder/Tenderer shall keep the Company indemnified against the same. In order to give effect to this, the Bidder/Tenderer shall incorporate suitable clause in the appointment letters to be issued to its employees that they are employees of Bidder/Tenderer, a copy of which should be given to the Company for perusal and record.
- 7. The Company shall have the right to deduct from the money/amount due to the Bidder/Tenderer, any sum required or estimated to be required, for making good the loss suffered by a driver deputed, by reason of non-fulfillment of the conditions of the contract of the benefit of the drivers, non-payment of wages or of deduction made from their wages which are not justified by the terms of the contract or non-observance of the Regulations.
- 8. It is informed/clarified to the Bidder/Tenderer that the "Overhead Charges" quoted by the Bidder/Tenderer in their "Financial Bid" are being paid to Bidder/Tenderer to meet the expenses for administrative (including cost for submission of papers/documents as proof of payment) and financial arrangement/cost involved to pay the total monthly minimum wages including all other charges to drivers and to pay the statutory payments timely to statutory authorities by themselves in advance and then to claim reimbursement of such expenses from the Company on monthly basis by submitting proof of such payments along with monthly bill.
- 9. The "Services Charges" quoted by the Bidder/Tenderer in their "Financial Bid" are being paid to Bidder/Tenderer as profit margin for providing the services of driver including alternate driver on monthly contract basis.
- 10. The Bidder/Tenderer is required to deposit statutory payments like EPF and ESI with the concerned authorities through seperate Challan for OICL giving names of persons deputed for our company treating it as a mandatory requirement. Please note the reimbursement of these expenses will be made only on submission of seperate challan for the persons deputed in our company along with details as per specimen enclosed as Annexure IX and X.
- 11. The Bidder/Tenderer, on award of the contract, is required to submit list of drivers deputed by them along with details like age, father's name, residential address etc. The Police Verificiation Report in respect of each driver is required to be arranged, obtained and submitted to OICL by the Bidder/Tenderer at his own cost.
- 12. It is mandatory for the Bidder/Tenderer to :-

(A) Deposit ESI and EPF Contribution in respect of drivers deputed for our Company through a seperate Challan for OICL every month and submit a copy of the same duly certified, stamped and signed by authorised signatory as proof of payment to statutory authorities along with complete details of contribution deposited in respect of each driver on their letter head duly stamped and signed by authorised signatory as per specimen enclosed as Annexures IX and X treating it as a mandatory requirement.

(B) Pay the total amount of Monthly Wages, Overtime and other charges mentioned in the

Tender Document to the drivers deputed for our Company (which should be equivalent to the amount payable to them as per Specimen of Calculation Sheets enclosed as **Annexures VII and VIII** duly stamped and signed by authorised signatory) through "E- transaction" and/or through "Account Payee Cheque" only **treating it as a mandatory requirement**. Payment of amount of Minimum Wages, Overtime and other charges to the drivers in Cash will not be acceptable.

(C) Arrange/Apply for "On Line" Police Verification in respect of each driver deputed for our Company on his own expenses and submit Police Verification Report obtained from the Police Authorities in respect of each driver before deputing him to our company treating it as a Mandatory requirement as it involves handing-over of a "Government of India" Four-wheeler to the driver, some of which are having passes for entry in high security areas, deputed for performance of the duty of a driver. Please note that online application for Police Verification is to be made by Bidder/Tenderer himself/themselves giving declaration that the driver in question is his/their own employee. Police Verification applied by the individual driver will not be accepted.

(D) Provide alternate driver, whenever the regular out-sourced driver deputed by them is not reporting for duty and/or on leave treating it as Mandatory Requirement as the Company is making payment of Reliever/Leave Cost of the Bidder/Tenderer. In case of failure to provide alternate driver the Bidder/Tenderer should have to bear the penalty of Rs. 500/- per day as per the terms and conditions of the Tender Document and the Company will not allow the Bidder/Tenderer to recover/deduct this panelty amount from the amount payable to the driver deputed by them.

The Bidder/Tenderer are required to submit a **Letter of Acceptance** in this regard as per specimen enclosed as **Annexure VI** and non-compliance of the above-noted mandatory requirements or any requirement given in this Tender Document and any deviation in compliance of the requirement mentioned in the Tender Document will be treated as a default in providing satisfactory services. In such an event, the Company reserves the right to cancell the Work Order given to Bidder/Tenderer and the Security Deposit deposited with the Company by such Bidder/Tenderer will be forefeited.

- **13.** The Driver provided by the Bidder/Tenderer can be deputed for Outstation Duty also, whenever required but in exceptional circumstances only.
- 14. In case of absence/non-availability of the driver deputed for a particular day or period on account of leave or otherwise, the Tenderer is required to arrange for alternative Driver (for which reliever/leave cost is being paid to the Bidder/Tenderer) so as to ensure continuance of the services of Driver treating it as a Mandatory Requirement. In case the Bidder/Tenderer fails to provide Driver/Alternate Driver on any day or period during the currency of the Contract, a panelty of Rs. 500/- per day shall be imposed on the Bidder/Tenderer, which will be adjusted from the monthly bill submitted for reimbursement. Please note that the Bidder/Tenderer will not deduct/recover this panelty from the amount payable to the driver deputed by them and the Bidder/Tenderer will have to bear the panelty amount, if any imposed.
- 15. The Sucessful Bidder/Tenderer, on award of the Contract, is/are required to deposit an amount of Rs. 50,000/- as Security Deposit with the Company. This deposit will remain with the Company during the currency of the contract and no interest shall be paid on this amount.
- 16. The Bidder/Tenderer is required to ensure payment of Minimum Wages, ESI and PF and other statutory payments to the Driver deputed and it is the sole reponsibility of the Bidder/Tenderer to comply with all the rules and regulations in this regard. The Bidder/Tenderer will be reimbursed these expenses only on submission of proof of payment of Minimum Wages, Overtime, ESI,

PF and other payments on monthly basis along with details of amount deposited for each driver deputed by them.

- 17. The Bidder/Tenderer will be required to make payment to the Driver deployed only through Epayment or through "Account Payee" Cheque Only by the 5th of every month and is required to submit proof of such payment along with Monthly Bills for claiming reimbursement from the Company treating it as a mandatory requirement and no deviation in the mode of payment to drivers will be permitted.
- **18.** The Bidder/Tenderer is required to take Workman Compensation Insurance Policy having adequate Sum Insured for Driver deputed to cover any payment under W. C. Act or any other Act and ensure that it will remain in force during the currency of the Contract. Copy of the Insurance Policy for Driver is required to be submitted to the Company. The premium for taking WC Policy shall be reimbursed to the Bidder/Tenderer by the Company.
- 19. The Driver should have a valid Driving Licence for driving four wheeler including for driving in hill stations and difficult terrains. The driver should be physically fit, say not more than 40 years. The Driver should always carry original valid Driving Licence with him whilst on duty and follow all the traffic rules strictly. In case any penalty is imposed by Police and Other Authorities for not carrying original valid Driving Licence by Driver or for violating the traffic rules, the penalty imposed will be borne by the Bidder/Tenderer.
- 20. The behaviour of the driver should be soft spoken, polite, cordial, obedient and not convicted in any Civil or Criminal Court/Law Agencies. The Bidder/Tenderer, on award of contract, shall have to give Undertaking in this regard to OICL. In case of any misbehaviour, in addition to taking legal action, the Tenderer will be penalized for the same and the decision of the competent authority of the company in this regard shall be final and binding on the Tenderer.
- **21.** The driver, in addition to safe driving of the car, is expected receive/alighten the occupants in a very respectful manner and would obey the instructions of the occupants.
- 22. The driver would necessarily keep mobile phone with connection with him for 24 hours, even on roaming, and would attend and make calls at the directions of occupants and the lump-sum expenses @ Rs. 500/- per month (or on pro-rata basis if the driver is deputed for part of the month) for maintenance of mobile instrument and mobile connection would be reimbursed to the Bidder/Tenderer on submission on proof of payment of the same to the Driver deputed by them.
- **23.** In addition to reimbursement of Minimum Wages, statutory charges and other charges as mentioned above, the Company will reimburse to the Bidder/Tenderer (on submission of proof of payment to the Driver deputed through E-transaction or by "Account Payee" Cheque along with their wages) the lump-sum conveyance charges to meet expenses incurred by the driver for reporting at the place of duty early morning and for ending duty in late night hours for each occassion as per tariff given below:-

S.NO	TIMINGS	AMOUNT
1	Reporting for duty At or Before 6.00 AM in the Morning	Rs. 75/- per occassion.
2	Relieving from duty At or After 10.00 PM in the Night	Rs. 75/- per occassion.

24. The driver would wear well stitched and ironed uniform during duty hours as approved by the Company and provided by the Bidder/Tenderer treating it as a mandatory requirement as Uniform Charges are being paid to the Bidder/Tenderer every month. A panelty of Rs. 25/-per occassion will be imposed, if the driver is found not wearing approved uniform.

- **25.** The Driver is required to maintain/up-date Log Book on daily basis for use of the Vehicle provided by the Company on the basis of duties given to him and produce the same to the company officials whenever demanded/required for record and other purposes. The calculations of wages and overtime payable will be made on the basis of entry in the Log Book duly signed by the User Officer.
- **26.** The driver will carry-out daily cleaning of the car provided to him for driving and maintain the same in a good presentable condition. The cleaning material will be provided by the Company.

PROCEDURE FOR SUBMISSION OF THE BILL ON MONTHLY BASIS FOR REIMBURSEMENT / RELEASE OF PAYMENT TO BIDDER / TENDERER

The Bidder/Tenderer is required to submit their Monthly Contract Bills for reimbursement of Minimum Wages, Overtime, statutory charges and other charges as mentioned in Tender Document paid by them to drivers and to statutory authorities, Overhead Charges and Service Charges as per rates quoted by them along with the following documents for claiming reimbursement/release of Monthly Contract Charges **treating it as a mandatory requirement :-**

- (1) Statement of Computation of Total Contract Charges payable for the month as per Annexure VII.
- (2) Statement of Computation of Wages, Overtime and other charges payable to each driver for the month as per Annexure VIII.
- (3) Photo-copy of Challan for deposition of ESI contribution in respect of each driver through a seperate Challan for OICL in respect of drivers deputed for our company every month duly certified, stamped and signed by authorised signatory along with complete details of contribution deposited in respect of each driver on their letter head duly stamped and signed by authorised signatory as per specimen enclosed as **Annexure IX**.
- (4) Photo-copy of Challan for deposition of EPF contribution in respect of each driver through a seperate Challan for OICL in respect of drivers deputed for our company every month duly certified, stamped and signed by authorised signatory along with complete details of contribution deposited in respect of each driver on their letter head duly stamped and signed by authorised signatory as per specimen enclosed as **Annexure X**.
- (5) Photo-copy of proof of payment of Monthly Wages, Overtime and other charges mentioned in the Tender Document to the drivers (as per calculations given in Annexures VII and VIII) through "E-transaction" and/or through "Account Payee Cheque" only duly certified, stamped and signed by authorised signatory.
- (6) Computation Sheet for calculation of overtime hours in respect of each driver, based on entry in Log Book of Staff Car duly verified by senior executive, as per Annexure XI.

The Bidder/Tenderer is required to make payment of minimum wages, overtime and other charges to the drivers and statutory charges to statutory authorities in time from his own sources (on account of payment of Overhead Charges to them) and then claim reimbursement from the Company on Monthly Basis along with the above-noted documents. It is **informed/clarified that submission of all documents listed above along with bill for the month is a mandatory requirement, failing which the payment will not be released.**

(A. R. JOSHI) CHIEF MANAGER

'TECHNICAL BID'

The Bidder is requested to furnish the following information.

SL. NO	DESCRIPTION	PARTICULARS
1	Name of the Firm / Manpower Providing Agency.	
2	Address of the Firm / Manpower Providing Agency.	
3	Year of Establishment	
4	Whether the Firm / Agency is proprietorship / partnership / limited Company. Attach proof with Registration Number.	
5	(A) Name of authorised contact person.(B) Mobile / Landline Number	
	(C) Fax Number	
	(D) E-mail ID	
6	PAN Number of the Firm / Manpower Providing Agency. Attach Self-attested photo-copy of the PAN Card.	
7	Service Tax Number of the Firm / Manpower Providing Agency. Attach Self- attested photo-copy of the Service Tax Number.	
8	EPF Registration Number of the Firm / Manpower Providing Agency. Attach photo-copy of Certificate of Registration.	
9	ESI Registration Number of the Firm / Manpower Providing Agency. Attach photo-copy of Certificate of Registration.	

10	Experience of minimum three years in the field of providing Drivers on Monthly Contract Basis as on 31/03/2016 . Attach Certificate of Experience and Satisfactory Completion of work awarded from the concerned Establishments / Companies.	
11	Bank Account Details of the Firm	
	(A) Bank Account No.	
	(B) Bank Name and Address	
	(C) IFSC Code	
	(D) MICR Code.	
	Attach photo-copy of cancelled cheque.	
12	List of existing Clients along with proof which should include atleast one Government / Public Sector Undertaking or any Private Company having minimum Rs. 50 Lacs paid-up capital during the last three financial years i.e. 2013-14, 2014-15 and 2015-16. Attach Certificate from clients / organisations.	
13	The Bidder/Tenderer should have minimum annual turn-over of Rs. 50 Lacs for the last three financial years i.e. 2013-14, 2014-15 and 2015-16. Attach Certificate from Chartered Accountant in this regard as per Annexure IV.	
14	The Bidder / Tenderer should have minimum 15 drivers in Delhi/NCR on its rolls as on 31/03/2016. Attach Certificate from Chartered Accountant in this regard as per Annexure V.	
15	Whether the Bidder/Tenderer is categorized as Micro and Small Enterprises under Public Procurement Policy of Government of India and eligible for benefits. If Yes, attach self-attested copy of Valid Certificate of Registration as MSEs along letter from Registering Authority certifying exemption from payment of EMD and benefits.	

16	Enclose Demand Draft only of Rs 10,000/- as "Earnest Money Deposit" Payment through cheque or any other mode is not acceptable.	. Demand Draft No
17	is downloaded from our Website. Paymen	Demand Draft No.
NAN NAN CON	ME OF FIRM : ME OF AUTHORISED PERSON : NTACT NUMBER : ail ID :	

ANNEXURE I

CHECK-LIST OF DOCUMENTS PLACED IN TECHNICAL BID

Sr. No.	DOCUMENTS TO BE ATTACHED WITH TECHNICAL BID	YES	NO
1	Earnest Money Deposit (E.M.D.) of Rs. 10,000/- (Rupees Fifteen Thousand Only) in the form of Demand Draft only (payment through cheque or any other mode is not acceptable) issued by any scheduled commercial bank in favour of "The Oriental Insurance Company Limited" payable at New Delhi.		
2	Tender Fee of Rs. 1,150/- (Rupees One Thousand One Hundred Fifty Only) in the form of Demand Draft only in case the Tender Document is downloaded from Company's Website (payment through cheque or any other mode is not acceptable) issued by any scheduled commercial bank in favour of "The Oriental Insurance Company Limited" payable at New Delhi.		
3	Proof of the Tenderer/Bidder being based in Delhi / NCR and their operation in these areas. Attach self-attested copy of proof.		
4	Tenderer/Bidder self-attested copy of the PAN Card issued by the Income Tax Department.		
5	Tenderer/Bidder self-attested copy of the Service Tax Registration Number (If applicable).		
6	The Tender should have rendered similar satisfactory services of providing drivers on contract basis to atleast one Public Sector Insurance Company / Public Sector Bank / Central or State Government Undertaking / Autonomous Institute / Corporate Establishment of repute having a minimum paid-up capital of Rs. 50 Lacs during the last due years. Attach Certificate of Experience and Satisfactory Completion of work awarded from concerned Establishments /Companies.		
7	Non-relationship Certificate for participation of near relative of employee in the Tender as per Annexure II.		
8	List of existing Clients along with proof which should include Government / Public Sector Undertaking or any Private Company having minimum Rs. 50 Lacs paid-up capital during the last three financial years i.e. 2013-14, 2014-15 and 2015-16. Attach Certificate from clients / organisations as per Annexure III.		
9	Proof of registration with Employees Provident Fund Commissioner along with Registration Number. Attach Certificate of Registration issued by EPF Commissioner.		
10	Proof of registration with ESI Authorities along with Registration Number. Attach Certificate of Registration issued by concerned ESI Authority.		

11	The Tenderer/Bidder should h Lacs for the last three financia Attach Certificate from Char	years i.e. 201	3-14, 2014-15 an	d 2015-16.	
12	The Tenderer/Bidder should ha their rolls as on 31/03/201 Accountant as per Annexure	6. Attach Ce			
13	Letter of Acceptance of terms and conditions and payment procedure for submission of monthly bills for release of payment to Bidder/Tenderer as per specimen given in Annexure VI.				
14	Undertaking regarding Non-blacklisting / prosecution of the firm as per specimen given in Annexure XII.				
15 Tenderer/Bidder self-attested copy of Registered Partnership Deed 15 Certificate of Incoporation and Registration Certificate of the Firm / Company.					
SIGN	ATURE WITH STAMP	:			_
NAM	E OF FIRM	:			 _
NAM	E OF AUTHORISED PERSON				 _
CON	TACT NUMBER				 _
E-ma	il ID				 -
DATI	Ξ				

ANNEXURE II

FORMAT OF NON-RELATIONSHIP CERTIFICATE

I / We / Our organization, _____

including our Partners / Share-holders / Directors hereby certify that none of my / our relative(s) is / are employed in The Oriental Insurance Company Limited.

In case at any stage, if it is found that the information given by me / us is false / incorrect, The Oriental Insurance Company Limited shall have the absolute right to take any action as deemed fit without any prior intimation to me / us.

Signature of the Tenderer with Seal

Name of the Tenderer

Date

ANNEXURE III

LIST OF PRESENT AND PAST CLIENTS DURING LAST THREE FINANCIAL YEARS.

(Please give complete details as per the following format along with the Experience Certificate issued by clients/organisations to whom services were provided during the last three financial years. This information provided will facilitate evaluation of Technical Bid).

Sl. No	Name of the Organisation with complete postal address located in Delhi/NCR mentioning Pvt.Sector/ Govt Body / PSU / Public Limited Company.	Name and Designation of the Contract Person with Telephone No. / Mobile No. / E-mail ID.	Period for which Contract was awarded.	Nature of Work	Number of Drivers provided to them.
SIG	NATURE WITH STAMP	:			
NA	ME OF FIRM / TRAVEL AGE	NT :			
NA	NAME OF AUTHORISED PERSON :				
CO	NTACT NUMBER	:			
E-n	nail ID	:			

:

DATE

ANNEXURE IV

CERTIFICATE REGARDING TURN-OVER OF TENDERER DURING THE LAST THREE FINANCIAL YEARS

I / We, M/s _____,

the

Bidder/Tenderer for providing Drivers on Monthly Contract Basis, hereby confirm that the minimum Annual Turn-Over of the firm/company during the last three financial years i.e. 2013-14, 2014-15 and 2015-16 is Rs. 50 Lacs or more than Rs. 50 Lacs. The financial year-wise break-up is given below :-

S.NO.	FINANCIAL YEAR	ANNUAL TURN-OVER FOR THE YEAR
1	2013 - 14	Rs
2	2014 - 15	Rs
3	2015 - 16	Rs

SIGNATURE & SEAL OF THE TENDERER

CERTIFICATE BY CHARTERED ACCOUNTANT

I / We, _____, Chartered Accountants, certify that the figures regarding Annual Turnover for the Financial Years mentioned above in respect of M/s. ______ are true and found correct as per their Books of Accounts and other related records.

SIGNATURE & SEAL OF THE CHARTERED ACCOUNTANT

ANNEXURE V

<u>CERTIFICATE REGARDING CONFIRMATION OF NUMBER OF DRIVERS</u> <u>ON THE ROLLS OF THE BIDDER / TENDERER AS ON 31/03/2016</u>

I / We, M/s	, ť	the
Bidder/Tenderer for providing Drivers on Monthly Co	ontract Basis to The Orient	tal
Insurance Company Limited, A-25/27, Asaf Ali Road, New	w Delhi, hereby confirm that t	he
total number of Drivers on my / our rolls in Delhi as on 3	1/03/2016 is (No.	in
figures :). The site / firm / contrac	ct-

wise break up of drivers provided to Firms/Clients are as under:

SL. NO	NAME OF FIRM / COMPANY TO WHOM DRIVER SERVICES ARE PROVIDED	ADDRESS OF FIRM / COMPANY	NUMBER OF DRIVERS PROVIDED AS ON 31/03/2016
		GRAND TOTAL :	

SIGNATURE & SEAL OF THE TENDERER

Certified that the figure regarding number of Drivers in Delhi on the rolls of Mr. / M/s. ________, the Bidder/Tenderer for providing Drivers on Monthly Contract Basis as mentioned above is true and found correct as per their Books of Accounts as on 31/03/2016.

SIGNATURE & SEAL OF THE CHARTERED ACCOUNTANT

ANNEXURE VI

ACCEPTANCE LETTER

(On the Letter Head of the Firm / Agency)

To,

The Chief Manager The Oriental Insurance Company Limited, A - 25/27, Asaf Ali Road, Oriental House, <u>New Delhi - 110 002.</u>

Dear Sir,

Re: Acceptance of Terms and Conditions and Procedure for Submission of bills along with mandatory documents for release of payment in respect of Tender for Providing Drivers on Monthly Contract Basis.

The Tender Document for providing Drivers on Monthly Contract Basis floated by The Oriental Insurance Company Limited have been purchased / downloaded through their Website by me / us. I / We have gone through and read the entire terms and conditions, scope of services, panelty clause, procedure for submission of monthly bills along with statutory and mandatory requirements/documents for the release of payments to Bidder/Tenderer of the Tender Document of The Oriental Insurance Company Limited, A-25/27, Asaf Ali Road, New Delhi. I / We declare and agree that I / We will abide by the all the terms and conditions/clauses and hereby accept procedure for submission of monthly bills along with all the statutory/manadatory requirement and other documents for release of payment to me / us contained in the tender document and will not deviate from compliance of any of the requirements and submission of documents mentioned in the Tender Document. In case any provision of the tender is found violated, I / We agree that the tender shall be liable to be rejected and The Oriental Insurance Company Limited shall without prejudice to any other right or remedy will be at liberty for forfeit the Earnest Money absolutely deposited by me / us along with the tender document and Security Deposit absolutely deposited by me / us.

I / We hereby unconditionally accept all the terms and conditions/clauses and accept procedure for submission of monthly bills along with all the statutory/mandatory requirements/documents for release of payment to me / us contained in the tender document and will not deviate from compliance of any of the requirements and submission of documents mentioned in the Tender Document for providing Drivers on Monthly Contract Basis in its entirety.

The required Earnest Money is enclosed herewith in the form of Demand Draft of Rs. ________ payable at New Delhi.

Thanking you,

Yours faithfully,

SIGNATURE OF BIDDER/TENDERER WITH DATE AND RUBBER STAMP

ANNEXURE VII

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6 7	SL NO	NANE OF DRIVER	MINIMUM WAGES AS PER MINIMUM WAGE ACT	FOR TWO HOURS	TOTAL WAC ES FOR 10 HOURS DUTY DAILY (3 + 4)	LEAVE COST @		UNI FOR M COST (FIXED)	TOTAL MONTHLY COST PER DRIVER (5+6+7+8)	OVER TIME HOURS	OVER TIME RATE	OVER TIME PAYMENT (COLUMN 10 X 11)	EMPLR. EFF PLUS ADMN CHARCES @ 13.36% OF COLM 3	EMPLR ESI @ 4.75% OF COLUMN	CONV. EXP. FOR LATE / EARLY HOURS DUTY	MOBILE EXP.	NICHT CHACS FOR OUT- STATION DUTY ONLY	TOTAL MONTHLY CHARCES I/C PF,ESI,OT,CONV, MOBILE, NICHT CHARCES (COLUMN 9+12+13+14 + 15+16+17)	DEDUCTION FOR NOT PROVIDING ALTERNATE DRIVER BY BIDDER (TO BE BORNE BY BIDDER)	MONTHLY CONTRACT CHARGES PAYABLE (COLUMN : 18 - 19)	O VERHEAD CHARGES @ 4% OF COLUMN 20		TOTAL MONTHLY CHARCES PAYABLETO BIDDER (20+21+22)	
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ANNEXURE VIII

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3														
4			CALCULATION	AND DETAILS	OF AMOUNT P	AID BY THE AC	SENCY/FIRM T	O THE DRIVER	FOR THE MO	NTH OF				
6	SL NO	NAME OF DRIVER	TOTAL WAGES FOR TEN HOURS DUTY DAILY (COLUMN 5 OF SUMMARY)	FIXED MONTHLY CONVEYANCE PAYABLE FOR THE MONTH (COL. 7 OF SUMMARY)	TOTAL OVERTIME PAYMENT COLUMN 12 OF SUMMARY)	CONVEYANCE CHARGES FOR EARLY / LATE DUTY AS PER CONTRACT (COLUMN 15)	MOBILE EXPENSES PAYABLE FOR THE MONTH (COLUMN 16 OF SUMMARY)	NIGHT CHARGES PAYABLE FOR THE MONTH (COLUMN 17 OF SUMMARY)	TOT AL AMOUNT PAYABLE TO DRIVER (COLUMN 3+4+5+6+7+8)	LESS EMPLOYEE EPF CONTRIB. FOR THE MONTH @ 12% OF COLUMN 3 OF SUMMARY)	LESS EMPLOYEE ESI CONTRIB. FOR THE MONTH @ 1.75% OF COLUMN 3 OF SUMMARY)	NET AMOUNT PAID TO THE DRIVER FOR THE MONTH (9 (-) 10 (-) 11)	DETAILS OF MODE OF PAYMENT MADE TO DRIVER i.e. CHEQUE NO. OR E-TRANSACTION NO. (ATTACH PHOTO-COPY OF PROOF)	Ē
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ANNEXURE IX

(On the Letter Head of the Company)

Date : _____

TO WHOMSOEVER IT MAY CONCERN

This is to certify that we have deposited ESI Contribution for the month of _____, 2016 vide Challan No. _____ dated _____ (copy enclosed) in respect of our Establishment (Party Code : ______) which includes ESI Contribution for the month of ______, 2016, in respect of the following drivers deputed for The Oriental Insurance Company Limited as per details given below :-

S. No	Name of Driver	Employees' Contribution	Employer's Contribution	Interest	Damages	Others	Total		
1	Shri								
2	Shri								
3	Shri								
4	Shri								
5	Shri								
	TOTAL								
	GRAND TOTAL (IN WORDS) : Rupees								

For _____

Authorised Signatory / Proprietor

Stamp of the Company

ANNEXURE X

(On the Letter Head of the Company)

Date : _____

TO WHOMSOEVER IT MAY CONCERN

This is to certify that we have deposited EPF Contribution for the month of ______, **2016** vide Challan No. ______ dated ______ (copy enclosed) in respect of our Establishment (Establishment Code : ______) which includes EPF Contribution for the month of ______, **2016**, in respect of the following drivers deputed for The Oriental Insurance Company Limited :-

SL.NO	NAME OF DRIVER	EPF NUMBER
1	Shri	
2	Shri	
3	Shri	
4	Shri	

The total amount of contribution of EPF in respect of the above-noted drivers for the month of ______, 2015, deposited vide above-referred challan is as per details given below :-

S.No	Particulars	A/C 1 PF Contr.	A/C 2 PF Admn.	AC 10 EPS	A/C 21 EDLI	A/C 22 EDLI Adm.	Total		
1	Employer's Share								
2	Employee's Share								
3	Administration Charges								
4	Inspection Charges								
5	Penal Damages								
6	Misc. Payment (Interest U/S 7Q)								
	GRAND TOTAL (IN WORDS) : Rupees								

For _____

Authorised Signatory / Proprietor Stamp of the Company

OVERTIME SHEET FOR OUTSOURCED DRIVER FOR THE MONTH

NAME OF OUTSOURCED DRIVER : SHRI

DATE	DAY	DUTY	DUTY START TIME (AM/PM)	DUTY CLOSE TIME (AM/PM)	LUNCH	OVERTIME FOR DAY	CONVEYANCE OCCASSION
01/01/16	MONDAY				HALF HOUR		
	TUESDAY				HALF HOUR		
	WEDNESDAY				HALF HOUR		
	THURSDAY				HALF HOUR		
	FRIDAY				HALF HOUR		
	SAT				HALF HOUR		
	SUNDAY				HALF HOUR		
	MONDAY				HALF HOUR		
	TUESDAY				HALF HOUR		
	WEDNESDAY				HALF HOUR		
	THURSDAY				HALF HOUR		
	FRIDAY				HALF HOUR		
	SAT				HALF HOUR		
	SUNDAY				HALF HOUR		
	MONDAY				HALF HOUR		
	TUESDAY				HALF HOUR		
	WEDNESDAY				HALF HOUR		
	THURSDAY				HALF HOUR		
	FRIDAY				HALF HOUR		
	SAT				HALF HOUR		
	SUNDAY				HALF HOUR		
	MONDAY				HALF HOUR		
	TUESDAY				HALF HOUR		
	WEDNESDAY				HALF HOUR		
	THURSDAY				HALF HOUR		
	FRIDAY				HALF HOUR		
	SAT				HALF HOUR		
	SUNDAY				HALF HOUR		
	MONDAY				HALF HOUR		
	TUESDAY				HALF HOUR		
	WEDNESDAY				HALF HOUR		
	THURSDAY				HALF HOUR		
	FRIDAY				HALF HOUR		
	SAT				HALF HOUR		
	SUNDAY				HALF HOUR		
					TOTAL:		

Overtime is payable after performing duty for 10.5 hours from Monday to Saturday after excluding lunch time for half an hour subject to a maximum permissible limit of 100 hours in a month. On Sundays/Holidays Overtime payable is for actual duty hours subject to maximum permissible limit. Maximum permissible overtime : Monday to Saturday : Six Hours Per Day and on Sunday/Holidays : Eight Hours Per Day.

For M/s _____

Authorised Signatory/Proprietor

ANNEXURE XII

SPECIMEN OF UNDERTAKING REGARDING NON-BACKLISTING/PROSECUTION OF THE FIRM

(To be submitted on the Letter Head of the Bidder/Tenderer)

Date : _____

TO WHOMSOEVER IT MAY CONCERN

Ι	/	We	e / Our		organization,	M/s
					hereby undertake and	d declare
that no	either me no	or our Organiz	ation includ	ing our Partne	rs / Shareholders / Direct	tors were
ever b	lacklisted /	prosecuted by	any govern	nment departn	nent / statutory body(ies)	/ Public

Sector Undertakings in any State or by any Court of Law.

SIGNATURE OF BIDDER/TENDERER WITH DATE AND RUBBER STAMP

INSTRUCTIONS AND TERMS AND CONDITIONS FOR QUOTING RATES AND SUBMITTING FINANCIAL BID

- 1. Tenderers/Bidders are advised to quote the rates strictly in the format given in the Financial Bid.
- 2. The rate should be quoted in Indian Rupees Only.
- **3.** All the columns should be clearly filled in Ink legibly or typed. The amount should be filled in figures as well as in words.
- 4. No column should be left blank which would otherwise make the tender liable for rejection.
- 5. The Minimum Wages Rates per Driver for duty of 10 hours daily (excluding lunch time of half an hour) for six days a week and other statutory payments like EPF, ESI and bonus etc. payable as on 01/04/2016 as per Notification F. No. 12(142)/13/MW/Lab/3998 dated 31/03/2016 under "Skilled (i) Category" issued by Addl. Labour Commissioner, Government of NCT of Delhi, Labour Department, 5, Sham Nath Marg, Delhi 54, is given in Annexure "A".
- 6. The Minimum Wages Rates per Driver and Overtime Rates will be revised as per revision in Minimum Wages Rates notified by Addl. Labour Commissioner, Government of NCT of Delhi, Labour Department, New Delhi, from time to time.
- 7. The minimum wages, EPF, ESI, bonus and other statutory charges as per Minimum Wages Act mentioned in Annexure "A" along with lump-sum monthly mobile expenses, Conveyance Charges for early morning/late night duties as mentioned in the Scope of Services, Overhead Charges and Service Charges as quoted in the Financial Bid will be paid by the Bidder/Tenderer first to the drivers and then reimbursed to the Bidder/Tenderer on Monthly Basis on submission of proof of payment to the driver deputed as per procedure mentioned in the Tender Document and to the respective statutory authorities within 15 working days from the date of receipt of their bills along with necessary documents/proof complete in all respect as per procedure given in the Tender Document. Please note that Monthly Bills will be treated as received if it is accompanied by all the mandatory/statutory requirements/documents. This minimum wages amount will be revised automatically whenever notification for revision in minimum wages will be issued by concerned statutory authority.
- 8. The Bidder/Tenderer is required to provide the services of Driver strictly on 'Monthly Contract Basis' for a initial period of three years from the date of commencement of services, after award of contract, on the rates quoted by Bidder/Tenderer in the Financial Bid with a provision to extend the contract for a further period of three years by increasing the rates for "Overhead Charges" and "Service Charges" by 10% on the same terms and conditions on providing satisfactory and efficient services. The rates of "Overhead Charges" and "Service Charges" by 10% on the same terms and conditions on providing satisfactory and efficient services. The rates of "Overhead Charges" and "Service Charges" of the Contract for a initial period of three years and no revision in rates will be permitted.
- 9. It is informed/clarified to the Bidder/Tenderer that the "Overhead Charges" quoted by the Bidder/Tenderer in their "Financial Bid" are being paid to Bidder/Tenderer to meet the expenses for administrative (including cost for submission of papers/documents as proof of payment)

and financial arrangement/cost involved to pay the total monthly minimum wages including all other charges to drivers and to pay the statutory payments timely to statutory authorities by themselves in advance and then to claim reimbursement of such expenses from the Company on monthly basis by submitting proof of such payments along with monthly bill.

- 10. The "Services Charges" quoted by the Bidder/Tenderer in their "Financial Bid" are being paid to Bidder/Tenderer as profit margin for providing the services of driver including alternate driver on monthly contract basis.
- 11. The Tenderers/Bidders are advised to quote the "Overhead Charges" and "Service Charges" in terms of percentage of sum total of monthly charges arrived at by adding Total Minimum Wages Rate given in Annexure "A" and all other charges like Overtime, Night Charges, Mobile Expenses and Conveyance Charges payable on monthly basis. The Tenderers/Bidders are advised to keep in view all the administrative and financial expenses/arrangements to be made and borne by them for providing Driver on Monthly Contract Basis including alternate driver in case regular driver is on leave and to make payment of minimum wages, statutory and other payments as per Terms and Conditions and Scope of Services given in the Tender Document and to meet any expenses/exigencies (including bearing of panelty by Bidder/Tenderer as per Tender Document) in providing Driver/Alternate Driver so as to ensure continuity of driver services.
- 12. The Tenderers/Bidders are advised to refer Scope of Services (including bearing panelty amount by the Bidder/Tenderer in case of failure to provide alternate driver in the absence of regular driver deputed by them) and Terms and Conditions relating to submission of Monthly Bills along with mandatory/statutory documents/requirements for release of payment to them given in the Tender Document so as to cover all administrative and financial arrangement / expenses to be borne by him/them before quoting Overhead and Service Charges.
- **13.** The Tenderer/Bidders are required to quote "Per Hour Rate" for providing the services of Driver beyond the daily limit of 10 hours (excluding lunch time of half an hour) as per Minimum Wages Act. The ESI charges, if applicable, will be paid in addition to the "Overtime Rate" Per Hour on submission of proof of deposition of the same with statutory authorities.
- 14. The Tenderer/Bidder is required to quote rates for "Night Charges", which is payable only if the driver is deputed for Outstation Duty. No "Night Charges" will be paid for Delhi/NCR duty. The ESI charges, if applicable, will be paid in addition to the "Night Charges" per night on submission of proof of deposition of the same with statutory authorities.
- 15. All the Tenderers/Bidders are hereby informed that the decision in regard to lowest rates quoted shall be taken on the basis of Lowest Percentage of Monthly Overhead Charges and Service Charges quoted by the Tenderer/Bidder in their Financial Bid. However, the lowest amount of "Night Charges" for outstation duties quoted amongst all the eligible Tenderers/Bidders are to be paid to the L-1 Tenderer/Bidder and the decision of the Competent Authority of the Company shall be final and binding on all the Tenderer/Bidders in this regard.
- **16.** All applicable Statutory Deductions such as TDS, Surcharge, Education Cess, Higher Education Cess, Swatch Bharat Tax etc. will be made from the amount payable as per rules.
- **17.** Service Tax and Cess thereon, as applicable, will be paid in addition to amount quoted by the Firm / Travel Agency.

PRESENT MINIMUM WAGES AND OTHER STATUORY PAYMENTS AS PER MINIMUM WAGES ACT

SL. NO	ITEMS	AMOUNT (Rs.)	AMOUNT (IN WORDS) RUPEES
1	Minimum Wages per person for Ten hours Daily Duty (excluding lunch time of half an hour) on Six days a Week Basis (as notified by Addl. Labour Commissioner, Government of NCT of Delhi) effective w.e.f. 01/04/2016 under Skilled (i) Category i.e. 11440 plus (11440 / 8 x 2) x 1.5 = 11440 + 2860 x 1.5 = 11440 + 4290 = Rs. 15,730/- per month treating minimum wages as Rs. 11440/- and special wages as Rs. 4290/	15,730.00	Rupees Fifteen Thousand Seven Hundred Thirty Only.
2	PF (Employer's Contribution) @ 12% on Minimum Wages of 8 hours i.e. Rs.11,440/-	1,373.00	Rupees One Thousand Three Hundred Seventy Three Only.
3	Administration Charges of PF @ 1.36% of Minimum Wages of 8 hours i.e. Rs.11,440/-	156.00	Rupees One Hundred Fifty Six Only.
4	ESI (Employer's Contribution) @ 4.75% of Minimum Wages of 10 hours i.e. Rs.15,730/-	747.00	Rupees Seven Hundred Forty Seven Only.
5	Reliever / Leave Cost @ 8.63% on Minimum Wages of 8 hours i.e. Rs. 15,730/-	1,357.00	Rupees One Thousand Three Hundred Fifty Seven Only.
6	Uniform (Fixed Amount per month)	350.00	Rupees Three Hundred Fifty Only.
7	Fixed Monthly Conveyance Charges for reporting to duty as per need of company	500.00	Rupees Five Hundred Only.
8	TOTAL MONTHLY COST PER DRIVER (EXCLUDING OVERHEAD AND SERVICE CHARGES)	20,213.00	RupeesTwentyThousand Two HundredThirteen Only.

NOTE: Reimbursement of Bonus @ 8.33% of Minimum Wages to the Tenderer/Bidder will be made only after actual payment to the driver through "E-transaction" or through "Account Payee Cheque" and on submission of proof of payment to the Driver deputed. Reimbursement of ESI / PF Contribution to the Tenderer/Bidder will be made only after submission of proof of deposition with the concerned authorities along with details and procedure mentioned in the Tender Document by the Bidder/Tenderer.

'FINANCIAL BID'

SL NO	DESCRIPTION OF CHARGE	S	QUOTATION / RATE IN FIGURES	QUOTATION / RATE IN WORDS
1	Monthly Minimum Wages for Ten hours lunch break) on daily basis for six days a wee other charges as mentioned in Annexure "A "	ek, statutory and	Rs. 20,213/-	Rupees Twenty Thousand Two Hundred Thirteen Only.
2	Overhead Charges (Please quote in terms of the total amount mentioned under Sl. No. "A"). The percentage should not be less than company considers as reasonable for making by bidder/tenderer first and then claim re- Monthly Bill along with documents.	8 of Annexure n 4%, which the payment timely	%	Percent.
3	Service Charges (Please quote in terms of p total amount mentioned under Sl. No. 8 of The percentage should not be less than company considers as reasonable for provi satisfactory and smooth services of provi Monthly Contract Basis.	%	Percent.	
4	"Overtime Rate" per hour (@ twice the hourly rate as per Minimum Wages) for duty beyond a Daily Limit of 10 Hours and for Duty on Sundays/Holidays as per Minimum Wages. Add : ESI Contribution @ 4.75% TOTAL :	Da	Rs Overtime Rate per Hour including ESI Contribution	Rs Overtime Rate Per Hour including ESI contribution.
4	"Night Charges" per night for Outstation Duty performed by the Driver Add : ESI Contribution @ 4.75% TOTAL :	Rs Rs Rs	Rs Night Charges per night for outstation duty including ESI contribution	Rs "Night Charges" per night for Outstation Duty i/c ESI contribution.
NAI NAI COI	NATURE WITH STAMP : ME OF FIRM / TRAVEL AGENT : ME OF AUTHORISED PERSON : NTACT NUMBER : hail ID :			

Note: The Tenderers/Bidders are hereby informed that the decision in regard to lowest rates quoted shall be taken on the basis of Lowest Percentage of Monthly Overhead Charges and Service Charges quoted by the Tenderer/Bidder in their Financial Bid. However, the lowest amount of "Night Charges" for outstation duties quoted amongst all the eligible Tenderers/Bidders are to be paid to the L-1 Tenderer and the decision of the Competent Authority of the Company shall be final and binding on all the Tenderers in this regard.