

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. : 011-43659119/166.

CIN NO. : U66010DL1947GOI007158

(Tender Documents consists of 40 Pages)

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NOTICE INVITING TENDER FOR PROVIDING DRIVER ON MONTHLY CONTRACT BASIS

Chief Manager/Dy. 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 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 received 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. 1,180/- (Rupees One Thousand One Hundred Eighty 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 24/01/2020 to 14/02/2020 between 11.00 AM to 3.30 PM on all working days (Monday to Friday).
2	Tender Document Fee (Non-refundable)	Rs. 1,180/- (Rs. One Thousand One Hundred Eighty Only).
3	Last Date and Time for submission of Tender.	06/03/2020 upto 4.00 PM.
4	Pre-Bid Meeting	24/02/2020 at 11.30 AM.
5	Date and Time of opening of Technical Bid.	09/03/2020 at 11.00 AM.
6	Date and Time of opening of Financial Bid.	Will be intimated to Technically qualifying bidders at a later date.
7	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 www.orientalinsurance.org.in and the same will be accepted along with the Tender Fee of Rs. 1,180/- (Rupees One Thousand One Hundred Eighty 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 www.orientalinsurance.org.in and notice thereof will not be published in any newspaper. All Tenderers are, therefore, advised to visit the website regularly for updates. Chief Manager, Establishment Department, The Oriental Insurance Company Limited, reserves the right to reject all or any Tender without assigning any reason, whatsoever.

CHIEF MANAGER
ESTABLISHMENT DEPTT.

THE ORIENTAL INSURANCE COMPANY LIMITED
A-25/27, ASAF ALI ROAD, NEW DELHI.
TELEPHONE NO. : 011-43659119/166

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 self attested photo-copy of proof.**
2. The Bidder/Tenderer should have a proper 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 proper 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 status of firm/establishment in providing satisfactory and efficient services of drivers so as to take a decision about the 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 30/09/2019** in the field of providing Drivers on Monthly Contract Basis. **Attach self-attested 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 self-attested photo-copy of EPF 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 self-attested photo-copy of ESI Registration.**

8. The Bidder/Tenderer should be registered with Goods and Service Tax Authorities and should have a valid Goods & Service Tax (GST) Registration Number issued by Statutory Tax Authority. **Attach self-attested photo-copy of Goods and Service Tax Registration.**
9. The Bidder/Tenderer should have rendered similar satisfactory services of providing Drivers on Contract Basis to **atleast two** 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 **i.e. 2016-17, 2017-18 and 2018-19. 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. 2016-17, 2017-18 and 2018-19 as per Annexure III** 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. One Crore** during the last three financial years **i.e. 2016-17, 2017-18 and 2018-19 and must have earned profit during the last three Financial Years. Attach Certificate from Chartered Accountant in this regard as per Annexure IV.**
12. **The Bidder/Tenderer should have on their wage rolls minimum 25 drivers in Delhi as on 30/09/2019. Attach original Certificate from Chartered Accountant in this regard as per Annexure V.**
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 separate 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 along with copy of Bank Pass-book showing credit entry of amount treating it as a mandatory requirement.** Payment of amount of Wages to the drivers in

Cash will not be permitted/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 drivers, 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. 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 penalty 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 cancel the Work Order given to Bidder/Tenderer and the Security Deposit deposited with the Company by such Bidder/Tenderer will be forfeited.

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 the specimen given in **Annexure XII** is required to be submitted along with Technical Bid.

16.The Tenders from Bidders whose Technical Bid(s) were earlier rejected by OICL on account of fake supporting documents etc. shall not be entertained.

**CHIEF MANAGER
ESTABLISHMENT DEPARTMENT**

THE ORIENTAL INSURANCE COMPANY LIMITED
A-25/27, ASAF ALI ROAD, NEW DELHI.
TELEPHONE NO. : 011-43659119/166

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 work after award of contract on the rate of “Service Charges” quoted by Tenderer/Bidder in their Financial Bid with a provision to extend the contract for a further period of three years by increasing the rate of “Service Charges” by 5% of existing rates on the same terms and conditions** on providing satisfactory and efficient driver services. The rate of “Service Charges” quoted by the Bidder/Tenderer in heir Financial 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 during the currency of contract for a initial period of three years.**
3. **The Bidder/Tenderer quoting the “Service Charges” / Consideration as “NIL” shall be treated as “Unresponsive” and will not be considered.**
4. If two or more Bidders/Tenderers quote the same L-1 rate, fresh quotes are to be obtained from both or all such L-1 Bidders/Tenderers after providing reasonable time for re-submission of fresh quote/rate. There after Contract be placed with the L-1 Bidder/Tenderer as per the evaluation of fresh quotes received from such L-1 Bidders/Tenderers.
5. 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.
6. Both the sealed envelopes i.e. **Envelope No. 1 “Technical Bid”** and **Envelope No. 2 “Financial Bid”** should be kept in a big **Envelope No. 3.** This sealed envelope superscribed as **“TENDER FOR PORVIDING DRIVER ON MONTHLY CONTRACT BASIS”** addressed to 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 06/03/2020 by 4.00 PM.** 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 ior delivered elsewhere.
7. **Pre-Bid Meeting**
A **Pre-Bid Meeting will be held on 24/02/2020 at 11.30 AM** at Oriental House, A-25/27, Asaf Ali Road, New Delhi, wherein the prospective bidders/tenderers can seek clarification, if any. Prospective Bidder/Tenderers are advised to seek clarification in writing on Letter Head of their Agency/Firm to keep record of clarification sought. In case of any change in the terms and conditions of Tender Document after the Pre-Bid Meeting the same will be done upon approval of Competent Authority of the Company and any amendment/addition/deletion shall appropriately be up-loaded

on company's website after due corrections for information of all concerned.

8. 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. At the back of the Demand Draft, the name of the Bidder/Tenderer should be clearly written with the caption “Tender for Providing Driver on Monthly Contract Basis”.
9. 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.
10. Earnest Money Deposit of unsuccessful Bidder/Tenderer will be refunded within 45 days from the date of opening of tenders except of the qualified bidders.
11. 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/Tenders shall not be entertained and shall be treated as rejected.
12. 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 in favour of The Oriental Insurance Company Limited payable at New Delhi within 10 days from the date of receipt of work award letter. The EMD of the successful Bidder/Tenderer will also be merged with the Security Amount. Thus **total Security Amount of Rs. 60,000/- (Rupees Sixty Thousand Only) will remain with the Company throughout the duration of contract.** This deposit will remain with the Company during the currency of the Contract and no interest will be paid on this Security Deposit Amount. This Security Amount will be refunded to the Bidder/Tenderer on completion/termination/cancellation of the contract after deducting any dues payable to the Company on whatsoever account subject to Bidder/Tenderer submitting a **“No Dues” Idemnity Bond** on a non-judicial stamp paper of requisite value duly notarized **as per specimen given in Annexure XII of the Tender Document.**
13. All the copies of the documents mentioned in the Eligibility Criteria, Technical Bid, Annexures **I to XIV** 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.
14. 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.

15. 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 infra-structure. The Company will arrange inspection of Office Premises and status of Bidder/Tenderer through a Committee of Officials of the Company and/or through an Investigator appointed for the purpose to verify the existence of firm/establishment, its infra-structure and status of the firm/establishment of Bidder/Tenderer in providing efficient and satisfactory services of providing drivers on contract basis so as to take a decision about the qualification of “Technical Bid”. The decision of The Oriental Insurance Company Limited, in this regard shall be final and binding on the Tenderers.
16. Each Bidder/Tenderer shall submit only one tender either by himself or as a partner in joint venture or as a member of consortium. If a bidder / tenderer 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, the bids are liable to be rejected.
17. 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.
18. 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.
19. All amendments/information with respect to this Tender will be uploaded on the Company's Website www.orientalinsurance.org.in and notice thereof will not be published in any newspaper. All Bidders/Tenderers are, therefore, advised to visit the website regularly for updates.
20. All over-writings/corrections should be duly signed by the Tenderer/Bidder.
21. Each Tenderer/Bidder will submit only one tender either by himself or as a partner in joint venture/firm/company.

22. ARBITRATION

(A) In the event of any question, dispute or difference arising under this agreement or in connection there-with whether before or after the determination, abandonment or breach of the Contract except as to matter the decision of which is specifically provided under this Contract, which cannot be settled amicably by negotiation, the same shall be referred to Sole Arbitration of the Deputy General Manager (Establishment), The Oriental Insurance Company Limited, Head Office, New Delhi, by either party within 15 days of the failure of negotiation.

(B) The agreement to appoint an Arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof. There will be no objection to any such appointment that the Arbitrator is Government Servant or that he has to deal with the

matter to which the agreement relates or that in the course of his duties as Government Servant he has expressed views on all or any of the matter under dispute. The award of the Arbitrator shall be final and binding on the parties. In the event of such Arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reasons whatsoever such Deputy General Manager or the said Officer shall appoint another Officer to act as Arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

(C) The Arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award. Subject to aforesaid, arbitration and Conciliation Act, 1996 and the Rules made thereunder, any modification thereof from the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

(D) The venue of the Arbitration proceeding shall be the Office of the Deputy General Manager (Establishment), The Oriental Insurance Company Limited, Head Office, A-25/27, Asaf Ali Road, New Delhi, or such other places as the Arbitrator may decide.

(E) The Contractor shall not be entitled to suspend the Services of Driver on Monthly Contract Basis, pending resolution of any disputes and shall continue to render the services notwithstanding the existence of any dispute between the Contractor and the Company or the subsistence of any arbitration or other proceedings.

- 23.** 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.
- 24.** Tenders/Bids must be received by/submitted to Chief Manager/Dy. 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.
- 25.** The Bidder/Tenderer, on award of contract, has to sign an Agreement with the Company on a non/judicial Stamp Paper of Rs. 100/- containing all the terms and conditions mentioned in the Tender Document.
- 26.** 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.
- 27.** In case the Bidder/Tenderer desires to cancel the contract, he is required to give three months notice in writing to the Company.
- 28.** The Oriental Insurance Company Limited, New Delhi, reserves the right to reject/cancel any or all the tenders without assigning any reason, whatsoever.

CHIEF MANAGER, ESTABLISHMENT DEPARTMENT

THE ORIENTAL INSURANCE COMPANY LIMITED
A-25/27, ASAF ALI ROAD, NEW DELHI.
TELEPHONE NO. : 011-43659119/166

**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 rate of “Service Charges” by 5% of the existing rate** on the same terms and conditions on providing satisfactory and efficient services. The rate of “Service Charges” quoted by the Bidder/Tenderer in their Financial 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.
- 2.** **The Bidder/Tenderer quoting the “Service Charges” / Consideration as “NIL” shall be treated as “Unresponsive” and will not be considered.**
- 3.** If two or more Bidders/Tenderers quote the same L-1 rate, fresh quotes are to be obtained from both or all such L-1 Bidders/Tenderers after providing reasonable time for re-submission of fresh quote/rate. There after Contract be placed with the L-1 Bidder/Tenderer as per the evaluation of fresh quotes received from such L-1 Bidders/Tenderers.
- 4.** 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. 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 for 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.**
- 5.** 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.

6. 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 following month and to Statutory Authorities in time by themselves and then claim reimbursement of such expenses along with “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**. If the Bidder/Tenderer has not received details of overtime and other charges by the 5th day of the following month, then he has to release the Minimum Wages payable to the Driver by the 5th day of the following month and release the balance payment at a later date on receipt of the details from the Company.
7. The Driver will be considered under the Skilled Category as per Order F. No. 12(142)/02/MW/VH/3636 dated 23/10/2019 issued by Government of NCT of Delhi (Labour Department), 5, Sham Nath Marg, Delhi-54. The wages for Driver will be revised as per the notifications of Minimum Wages issued by Government of NCT of Delhi (Labour Department), 5, Sham Nath Marg, Delhi-54 from time to time.
8. **The tentative requirement of Drivers is around eleven.** The requirement of Drivers to be provided on Monthly Contract Basis may change / reduce as per requirement of the Company. In case there is a reduction in requirement of Drivers, the Bidder/Tenderer will agree to such reduction in requirement within fifteen days from the date of receipt of notice in writing from the Company.
9. 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 driver 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.
10. 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 worker/driver deputed, by reason of non-fulfillment of the conditions of the contract of the benefit of the workers/drivers, non-payment of wages or of deduction made from their wages which are not justified by their terms of the contract or non-observance of the Regulations.
11. 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 Driver through E-transaction and submit a copy of Pay Slips along with the monthly bills to the Company for record and claiming reimbursement of expenses. **Issuance of monthly Pay Slips to each and every Driver is a mandatory requirement and the Bidder/Tenderer has to issue it and submit a copy to the Company.**

- 12.**The Bidder/Tenderer shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authorised official of the company or to any other Statutory Authority under the Law.
- 13.**It is informed/clarified to the Bidder/Tenderer that the “**Service Charges**” quoted by the Bidder/Tenderer in their “Financial Bid” **should include cost of all the administrative expenses involded (including cost for submission of papers/documents as proof of payment), profit margin for providing the services of driver including alternate driver, cost of all material/uniform and financial arrangement/cost involved to pay the total monthly minimum wages including overtime and all other charges to Drivers and to pay the statutory payments timely to statutory authorities by the Bidder/Tenderer in advance from their own financial sources and then to claim riembursement of such expenses from the Company on Monthly Basis only by submitting proof of such payments along with monthly bill as a mandatory requirement.**
- 14.**The Tenderers/Bidders are advised to keep in view all the administrative and financial expenses/arrangements to be made and borne by him/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 (including alternate driver, in the absence of regular driver) on monthly contract basis so as to ensure continuity of driver services provided by Bidder/Tenderer. Please note that all payments will be made by the Bidder/Tenderer in time to the driver and to statutory authorities first from his own financial sources and then claim reimbursement of Monthly Contract charges along with mandatory/statutory documents/requirements as per procedure given in the Tender Document.
- 15.**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.**
- 16.**The Bidder/Tenderer, on award of contract, is required to submit list of drivers deputed by them for OICL alongwith details like age, father's name, permanent and present residential address etc. alongwith proof of residence duly verified by them. **The Police Verification Report in respect of each driver is required to be arranged, obtained and submitted to OICL by the Bidder/Tenderer at his own cost.**
- 17.**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 permitted/accepted.

(C) Arrange/Apply for “On Line” Police Verification 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 the 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 drivers, whenever the regular out-sourced drivers deputed by them is/are not reporting for duty and/or is/are on leave **treating it as Mandatory Requirement as the Company is making payment of Reliever/Leave Cost to the Bidder/Tenderer**. In case of failure to provide alternate driver the Bidder/Tenderer should be ready and have to bear the penalty of Rs. 1,000/- per day as per the terms and conditions of the Tender Document and the Company will not allow the Bidder/Tenderer to recover/deduct the penalty from the amount payable to the outsourced driver. In such an event, apart from non-payment of wages for such occasions/period (the amount of which will be adjusted/deducted from Leave Cost payable to Bidder/Tenderer), a penalty @ Rs. 1,000/- per day will be imposed on Bidder/Tenderer.

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 cancel the Work Order given to Bidder/Tenderer and the Security Deposit deposited with the Company by such Bidder/Tenderer will be forfeited.

- 18.** The Driver provided by the Bidder/Tenderer can be deputed for Outstation Duty also, whenever required but in exceptional circumstances only.
- 19.** 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 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 penalty of Rs. 1,000/- per day (Rupees One Thousand Only 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 penalty from the amount payable to the deputed driver and the Bidder/Tenderer will have to bear the penalty amount, if any imposed.**
- 20.** 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 in favour of The Oriental Insurance Company Limited payable at New Delhi within 10 days from the date of receipt of work award letter. The EMD of the successful Bidder/Tenderer will also be merged with the Security Amount. Thus, **total Security Amount of Rs. 60,000/- (Rupees Sixty Thousand Only) will remain with the Company throughout the duration of contract**. This deposit will remain with the Company during the currency of the Contract and no interest will be paid on

this Security Deposit Amount.

- 21.**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 responsibility 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.**
- 22.**The Bidder/Tenderer will be required to make payment to the Driver deployed only through E-payment or through “Account Payee” Cheque Only alongwith photocopy of Bank Passbook 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.**
- 23.**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 on submission of proof of payment and no service charges will be paid by the Company.
- 24.**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 young and physically fit, say not more than 45 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 and Pollution Certificate by Driver or for violating the traffic rules, the penalty imposed will be borne by the Bidder/Tenderer.**
- 25.**The behaviour of the driver should be 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 Bidder/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 Bidder/Tenderer.
- 26.**The driver, in addition to safe driving of the car, would receive/alighten the occupants in a very respectful manner and his/her baggage and would obey the instructions of the occupants.
- 27.**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.
- 28.**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 occasion as per tariff given below:-

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

- 29.**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 and the cost of providing uniforms will be borne in full by the Bidder/Tenderer for which Uniform Charges are being paid to the Bidder/Tenderer every month. The Bidder/Tenderer will provide atleast two Summer Uniforms with Cap and One Winter Uniform with sweater and cap every year after obtaining approval from the Company. **A penalty of Rs. 50/- per occasion will be imposed, if the driver is found not wearing approved uniform during duty hours.**
- 30.**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 overtime payable will be made on the basis of entry in the Log Book duly signed/certified by the User Officer.
- 31.**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.
- 32.**The Bidder/Tenderer will issue Name Badges to each driver deputed for OICL and **the driver will have to wear it during duty hours as a mandatory requirement.**
- 33.****That the Bidder/Tenderer have sufficient Drivers on their rolls and will change/rotate the Drivers deputed for OICL on completion of continuous deputation of twelve months and give a break of atleast three months. The Driver can be re-deputed with the Company after expiry of three months of break period and such re-duptation should be with the consent of the company. The contractor is required to follow this procedure as a mandatory requirement and no relief will be given in this regard.**
- 34.**The Bidder/Tenderer shall not sub-contract the whole, part or a substantial portion of the outsourced activity i.e. providing driver services to OICL.
- 35.**The Bidder/Tenderer shall maintain all books, records and information required to be maintained as per law and otherwise and shall provide and give the authorized representatives of the Company/IRDAI officials the right to:-

- (A) examine the books, records, information, systems and the internal control environment pertaining to outsourced activity i.e. providing driver services to OICL to the extent that they relate to the service being performed for the company.
- (B) access any internal audit reports or external audit findings of the outsourcing service provider that concern the service being performed for 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 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 separate 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 separate 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 alongwith copy of Bank Passbook duly certified, stamped and signed by authorised signatory.
- (6)** Computation Sheet for calculation of overtime hours and Conveyance Occassions in respect of each driver 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 financial sources (on account of payment of “Service 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.**

**CHIEF MANAGER
ESTABLISHMENT DEPARTMENT**

THE ORIENTAL INSURANCE COMPANY LIMITED
A-25/27, ASAF ALI ROAD, NEW DELHI.
TELEPHONE NO. : 011-43659119/166

'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	<hr/> <hr/> <hr/> <hr/>
6	PAN Number of the Firm / Manpower Providing Agency. Attach Self-attested photo-copy of the PAN Card.	

7	Goods and Service Tax Number of the Firm / Manpower Providing Agency. Attach Self-attested photo-copy of the Goods and Service Tax Number.	
8	EPF Registration Number of the Firm / Manpower Providing Agency. Attach self-attested photo-copy of Certificate of EPF Registration.	
9	ESI Registration Number of the Firm / Manpower Providing Agency. Attach self-attested photo-copy of Certificate of ESI Registration.	
10	Experience of minimum three years in the field of providing Drivers on Monthly Contract Basis as on 30/09/2019 . 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.	<hr/> <hr/> <hr/> <hr/> <hr/>

12	List of existing Clients along with proof which should include atleast two Government / Public Sector Undertaking or any Private Company having minimum Rs. 50 Lacs paid-up capital during the last three financial years i.e. 2016-17, 2017-18 and 2018-19 as per Annexure III. Attach Certificate from clients / organisations.	
13	The Bidder/Tenderer should have minimum annual turn-over of Rs. One Crore for the last three financial years i.e. 2016-17, 2017-18 and 2018-19 and must have earned profit during the last three years. Attach Certificate from Chartered Accountant in this regard as per Annexure IV.	
14	The Bidder / Tenderer should have minimum 25 drivers in Delhi/NCR on its rolls as on 30/09/2019. 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 with letter from Registering Authority certifying exemption from payment of EMD.	
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. _____ Date of Demand Draft _____ Demand Draft Amount _____ Bank Name _____

17	<p>Enclose Demand Draft only of Rs. 1,180/- as “Tender Fee” in case Tender Document is downloaded from our Website. Payment through cheque or any other mode is not acceptable.</p>	<p>Demand Draft No. _____</p> <p>Date of Demand Draft _____</p> <p>Demand Draft Amount _____</p> <p>Bank Name _____</p>
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SIGNATURE WITH STAMP	:	_____
NAME OF FIRM	:	_____
NAME OF AUTHORISED PERSON	:	_____
CONTACT NUMBER	:	_____
E-mail ID	:	_____
DATE	:	_____

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 Ten 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. 1,180/- (Rupees One Thousand One Hundred Eighty 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 Good and Service Tax Registration Number (GST).		
6	The Tender should have rendered similar satisfactory services of providing drivers on contract basis to atleast two 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 as per Annexure III 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. 2016-17, 2017-18 and 2018-19. Attach Certificate from clients / organisations.		
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 have minimum annual turn-over of Rs. One Crore for the last three financial years i.e. 2016-17, 2017-18 and 2018-19 and should have earned profit during the last three financial years. Attach Certificate from Chartered Accountant as per Annexure IV.		
12	The Tenderer/Bidder should have minimum 25 drivers in Delhi/NCR on their rolls as on 30/09/2019. Attach Certificate from Chartered Accountant as per Annexure V.		
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	Tenderer/Bidder self-attested copy of Registered Partnership Deed / Certificate of Incorporation and Registration Certificate of the Firm / Company.		
15	Undertaking regarding Non-blacklisting / prosecution of the firm as per specimen given in Annexure XII.		
16	Labour License/Registration under the Contract Labour (Regulation & Control Act, 1970). Attach self-attested photo-copy of Labour Licence Registration.		
17	If the Bidder/Tenderer is categorized as Micro and Small Enterprises under Public Procurement Policy of Government of India and eligible for benefits, please attach self-attested copy of Valid Certificate of Registration as MSEs along letter from Registering Authority certifying exemption from payment of EMD and benefits.		

SIGNATURE WITH STAMP : _____

NAME OF FIRM : _____

NAME OF AUTHORISED PERSON : _____

CONTACT NUMBER : _____

E-mail ID : _____

DATE : _____

ANNEXURE II

FORMAT OF NON-RELATIONSHIP CERTIFICATE

I / We / Our organization, _____ including our Partners / Share-holders / Directors hereby certify that none of my / our blood relative(s) is / are employed and posted at The Oriental Insurance Company Limited, Head Office, New Delhi.

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 i.e. 2016-17, 2017-18 and 2018-19**. 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.

SIGNATURE WITH STAMP : _____

NAME OF FIRM / TRAVEL AGENT : _____

NAME OF AUTHORISED PERSON : _____

CONTACT NUMBER : _____

E-mail 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 driver services on Monthly Contract Basis, hereby confirm that the average total turn-over of the firm/company during the **last three financial years i.e. 2016-17, 2017-18 and 2018-19** is equal to or more than Rs. One Crore and should have earned profit during the last three years The financial year-wise break-up is given below :-

S.NO	FINANCIAL YEAR	ANNUAL TURN-OVER FOR THE YEAR	PROFIT EARNED FOR THE YEAR
1	2016 - 17	Rs. _____	Rs. _____
2	2017 - 18	Rs. _____	Rs. _____
3	2018 - 19	Rs. _____	Rs. _____

SIGNATURE & SEAL OF THE TENDERER

CERTIFICATE BY CHARTERED ACCOUNTANT

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

SIGNATURE & SEAL OF THE CHARTERED ACCOUNTANT

ANNEXURE V

**CERTIFICATE REGARDING CONFIRMATION OF NUMBER OF DRIVERS
ON THE ROLLS OF THE BIDDER / TENDERER AS ON 30/09/2019**

I / We, M/s _____, the Bidder/Tenderer for providing Drivers on Monthly Contract Basis to The Oriental Insurance Company Limited, A-25/27, Asaf Ali Road, New Delhi, hereby confirm that the total number of Drivers on my / our rolls in Delhi as on 30/09/2019 is _____ (No. in figures : _____). The site / firm / contract-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 30/09/2019
		GRAND TOTAL :	

SIGNATURE & SEAL OF THE TENDERER

Certified that the figure regarding total number of Drivers posted 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 30/09/2019.

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, New Delhi – 110 002.

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, penalty 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/mandatory 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 upon award of contract to 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. _____ drawn on _____ payable at New Delhi.

Thanking you,

Yours faithfully,

SIGNATURE OF BIDDER/TENDERER
WITH DATE AND RUBBER STAMP

NAME OF BIDDER/TENDERER

CALCULATION SHEET FOR MONTHLY CONTRACT CHARGES PAYMENT FOR PROVIDING DRIVERS FOR THE MONTH

(INCLUDING EPF, ESI AND OTHER CONTRIBUTIONS PAID)

SL. No	Name of Driver	MONTHLY COST PER DRIVER							Over Time Hours	Over Time Rate	Over Time Payment (Col. 10 x 11) payable to Driver	Empr. EPF @ 12% + Admn. Charges @ 0,5% (of Col. 3)	Empr. ESI Contri.i @ 3.25% + EDLI @ 0.5% (of Col 3)	Convy. Exps. For Late / Early Hours Duty payable to Driver	Fixed Monthly Mobile Exps. Payable to Driver	Night Charge for Out-station Duty Only.	Total Monthly Charges i/c EPF, ESI, O.T., Convy. Mobile, Night Charges (9+12+13+14 +15+16+17)	Panalty / Deduction for not providing Alternate Driver from Leave Cost payable to Contractor	Monthly Contract Charges payable to Contractor (Column 18 minus 19)	Service Charges calculated at the rate quoted by Bidder / Tenderer	Total Monthly Charges payable to Contractor (19+20+21)
		Basic	Special	Total (Col 3+4)	Leave Cost @ 8.63% of Min. Wages (Col. 5) (-) wages for absence	Fixed Monthly Conveyance Charges payable to Driver	Unifom Cost (Fixed)	Total (Col. 5 + 6 + 7 + 8)													
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22

For Name of the Bidder/Tenderer

Authorised Signatory

Stamp of Bidder/Tenderer

NAME OF THE BIDDER/TENDERER

CALCULATION AND DETAILS OF AMOUNT PAID BY THE BIDDER TO THE DRIVER FOR THE MONTH OF _____

SL No	Name of Driver	Total Wages for 10 hours Daily Duty (Col 5 of Ann. VII)	Fixed Monthly Cony. Payable (Col. 7 of Ann. VII)	Total Overtime Payment (Col. 12 of Ann. VII)	Conveyance Charges for Early / Late Duty (Col. 16 of Ann. VII)	Mobile Expenses for the month (Col 15 of Ann. VII)	Night Charges for Out-station duty (Col 17 of Ann. VII)	Total Amount payable to Driver (Col 3-4-5-6-7-8 of Ann. VII)	Less Driver EPF Contri. For the month @ 12% of Col. 3 of Ann. VII	Less Driver ESI Contri. For the month	Net Amount paid to Driver for the month (9 (-) 10 (-) 11)	Details of E-transaction payment made to Driver (Attach copy of proof)
1	2	3	4	5	6	7	8	9	10	11	12	13

For Name of the Bidder/Tenderer

Authorised Signatory

Stamp of Bidder/Tenderer

(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 _____, **2020** vide Challan No. _____ dated _____ (copy enclosed) in respect of our Establishment (Party Code : _____) which includes ESI Contribution for the month of _____, **2020**, 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						
	TOTAL						
	GRAND TOTAL (IN WORDS) : Rupees _____						

For _____

Authorised Signatory
Stamp of the Company

(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 _____, **2020** vide Challan No. _____ dated _____ (copy enclosed) in respect of our Establishment (Establishment Code : _____) which includes EPF Contribution for the month of _____, **2020**, 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	

The total amount of contribution of EPF in respect of the above-noted drivers for the month of _____, **2020**, 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 OF _____

NAME OF OUTSOURCED DRIVER : SHRI _____

DATE	DAY	DUTY	DUTY START TIME (AM / PM)	DUTY CLOSE TIME (AM / PM)	LUNCH	OVERTIME FOR THE DAY	CONVEYANCE OCCASSIONS
					TOTAL :		

(1) Overtime is payable after performing duty for 10.50 hours from Monday to Saturday (including lunch time for half an hour) subject to a maximum permissible limit of 100 hours in a month. On Sundays and Holidays, Overtime is payable for actual duty hours subject to a maximum permissible limit. Maximum permissible overtime on working Day, i.e. Monday to Saturday, is Six Hours Per Day and on Sunday/Holidays it is Eight Hours Per Day.

(2) Reporting Time for Duty starts from the actual time when the Driver reports for duty at residence/office as per directions of the authorized officer and will end at the time of relieving and/or handing-over / depositing keys with executive/security guard at residence/office.

Checked with Log and recommended for payment of Overtime for _____ Hours and _____ Conveyance Occassions as per rules/norms.

Approved for _____ Hours & _____ Cony. Occassions as recommended by the department.

ASSISTANT MANAGER

DEPUTY MANAGER

CHIEF MANAGER

**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

I / We / Our organization, M/s _____ hereby undertake and declare that neither me nor our Organization including our Partners / Shareholders / Directors were ever blacklisted / prosecuted by any government department / statutory body(ies) / Public Sector Undertakings in any State or by any Court of Law.

**SIGNATURE OF BIDDER/TENDERER
WITH DATE AND RUBBER STAMP**

THE ORIENTAL INSURANCE COMPANY LIMITED
A-25/27, ASAF ALI ROAD, NEW DELHI.
TELEPHONE NO. : 011-43659119/166

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 (including lunch hour) for six days a week and other statutory payments like EPF, ESI and bonus etc. payable as on 01/10/2019 as per Order F. No. 12(142)/02/MW/VH/3636 dated 23/10/2019 under “Skilled 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 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. It Bidders/Tenderers are advised to quote “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 “Service Charges” quoted by the Bidder/Tenderer in their “Financial Bid” should include cost of all the administrative expenses involved (including cost for submission of papers/documents as proof of payment), profit margin for providing the services of driver including alternate driver, cost of all material/uniform and financial arrangement/cost involved to pay the total monthly minimum wages including overtime and all other charges to Drivers and to pay the statutory payments timely to statutory authorities by the Bidder/Tenderer in advance from their own financial sources and then to claim reimbursement of such expenses from the Company on Monthly Basis only by submitting proof of such payments along with monthly bill as a mandatory requirement. The “Service Charges” quoted by the Bidder/Tenderer will also be paid on Overtime Charges, Night Charges, Mobile Expenses and Conveyance Charges payable.**
- 9. The Bidder/Tenderer quoting the “Service Charges” / Consideration as “NIL” shall be treated as “Unresponsive” and will not be considered.**
- 10. If two or more Bidders/Tenderers quote the same L-1 rate, fresh quotes are to be obtained from both or all such L-1 Bidders/Tenderers after providing reasonable time for re-submission of fresh quote/rate. There after Contract be placed with the L-1 Bidder/Tenderer as per the evaluation of fresh quotes received from both or such L-1 Bidders/Tenderers.**
- 11. The Tenderers/Bidders are advised to keep in view all the administrative and financial expenses/arrangements to be made and borne by him/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 penalty by Bidder/Tenderer as per Tender Document) in providing Driver (including alternate driver, in the absence of regular driver) on monthly contract basis so as to ensure continuity of driver services provided by Bidder/Tenderer. Please note that all payments will be made by the Bidder/Tenderer in time to the driver and to statutory authorities first from his own financial sources and then claim reimbursement of Monthly Contract charges along with mandatory/statutory documents/requirements as per procedure given in the Tender Document.**

12. The Tenderers/Bidders are advised to refer Scope of Services (including bearing penalty by them 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 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 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 “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. Goods and Service Tax and Cess thereon, as applicable, will be paid in addition to amount quoted by/payable to the Tenderer/Bidder as per rules/norms in this regard.

**CHIEF MANAGER
ESTABLISHMENT DEPARTMENT**

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

SL. NO	ITEMS	AMOUNT (Rs.)	AMOUNT (IN WORDS) RUPEES
1	Monthly Minimum Wages per person for Ten hours Daily Duty on Six days a Week Basis (as notified by Government of NCT vide Order F. No. 12(142)/02/MW/VH/3636 dated 23/10/2019) w.e.f. 01/10/2019 under Skilled Category i.e. 17924 plus (17924 / 8 x 2) x 1.5 = 17924 + 4481 x 1.5 = 17924 + 6721 = 24646 (Component of Rs. 6721/- will be treated as Special Pay).	24,646.00	Rupees Twenty Four Thousand Six Hundred Forty Six Only.
2	EPF (Employer's Contribution @ 12% on Minimum Wages for 10 hours duty (Column 1).	2,958.00	Rupees Two Thousand Nine Hundred Fifty Eight Only.
3	Administration Charges of EPF @ 0.5% of Minimum Wages for 10 hours duty Column 1).	123.00	Rupees One Hundred Twenty Three Only.
4	ESI (Employer's Contribution) @ 3.25% of Minimum Wages for 10 hours duty (Column 1)	801.00	Rupees Eight Hundred One Only.
5	Employees Deposit Linked Insurance (EDLI) @ 0.50% of Minimum Wages for 10 hours duty (Column 1)	123.00	Rupees One Hundred Twenty Three Only.
6	ADD: Leave Cost including National Holidays @ 8.63% on Minimum Wages (Column 1)	2,127.00	Rupees Two Thousand One Hundred Twenty Seven Only.
7	Uniform including washing expenses (Fixed Amount per month)	500.00	Rupees Five Hundred Only.
8	TOTAL MONTHLY COST PER DRIVER FOR 10 HOURS DUTY ON SIX DAYS A WEEK (EXCLUFDING SERVICE CHARGES)	31,278.00	Rupees Thirty One Thousand Two Hundred Seventy Eight Only.

NOTE: Reimbursement of Bonus @ 8.33% of Minimum Wages (Column 1) 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.

THE ORIENTAL INSURANCE COMPANY LIMITED

A-25/27, ASAF ALI ROAD, NEW DELHI.

TELEPHONE NO. : 011-43659119/166

'FINANCIAL BID'

SL NO	DESCRIPTION OF CHARGES	QUOTATION / RATE IN FIGURES	QUOTATION / RATE IN WORDS
1	Monthly Minimum Wages for Drivers for Ten hours duty (excluding lunch break of half an hour) on daily basis for six days a week, statutory and other charges as mentioned in Annexure “A” - Column 8.	Rs. 31,278/-	Rupees Thirty One Thousand Two Hundred Seventy Eight Only.
2	Service Charges (Please quote in terms of percentage of the total amount mentioned under Sl. No. 8 of Annexure “A”). The “Service Charges” quoted by the Bidder/Tenderer in their “Financial Bid” should include cost of all the administrative expenses involved (including cost for submission of papers/documents as proof of payment), profit margin for providing the services of driver including alternate driver, cost of all material/uniform and financial arrangement/cost involved to pay the total monthly minimum wages including overtime and all other charges to Drivers in advance and to pay the statutory payments timely to statutory authorities by the Bidder/Tenderer in advance from their own financial sources and then to claim reimbursement of such expenses from the Company on Monthly Basis only by submitting proof of all such payments along with monthly bill as a mandatory requirement.	_____ %	_____ Percent.

3	“Overtime Rate” per hour at the rate of twice the hourly rate as per Minimum Wages for eight hours duty i.e. Rs. 17,924/- for performing duty beyond a Daily Limit of 10 Hours excluding lunch hours and for Duty on Sundays/Holidays as per Minimum Wages.	Rs. _____ Overtime Rate per Hour.	Rs. _____ Overtime Rate Per Hour.
4	“Night Charges” per night for Oustation Duty performed by the Driver.	Rs. _____ Night Charges per night for outstation duty.	Rs. _____ “Night Charges” per night for Outstation Duty.

Note:

(1) The Tenderers/Bidders are hereby informed that the **decision in regard to lowest rates quoted shall be taken on the basis of Lowest Percentage “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/qualified Tenderers/Bidders will be paid to the L-1 Tenderer and the decision of Competent Authority of Company shall be final and binding on all the Tenderers in this regard.**

(2) The ESI Contribution @ 3.25% on “Overtime Rate” and “Night Charges”, if applicable as per rules in this regard, will be paid over and above rates quoted by the Bidder/Tenderer.

SIGNATURE WITH STAMP : _____

NAME OF FIRM / TRAVEL AGENT : _____

NAME OF AUTHORISED PERSON : _____

CONTACT NUMBER : _____

E-mail ID : _____

DATE : _____