

THE ORIENTAL INSURANCE COMPANY LIMITED

ORIENTAL STAFF TRAINING COLLEGE

SECTOR-11, MATHURA ROAD

FARIDABAD-121006



**Tender Document for
PROVIDING WORKFORCE OF
HOUSEKEEPING, ELECTRICAL
MAINTENANCE & GARDENING SERVICES
ON CONTRACTUAL BASIS
AT
ORIENTAL STAFF TRAINING COLLEGE,
FARIDABAD**

**TECHNICAL BID:
PART – I (UNPRICED)**

(Please check that no. of pages are 73)

**EACH PAGE OF THE TENDER DOCUMENT MUST BE SIGNED &
STAMPED BY THE TENDERER**

PART –I TECHNICAL BID

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Section 1

NOTICE INVITING TENDER

Oriental Staff Training College,(OSTC), Faridabad is a Corporate Training Centre of The Oriental Insurance Co.Ltd., a premier Public Sector General Insurance Company, which has been established to impart training to its officers to promote professional and holistic human resource development inter alia through skills and knowledge up-gradation / refurbishment of its personnel. The College located at Sector-11 Bata Mor, Mathura Road Faridabad, has been developed as a well contained residential facility.

Principal, Oriental Staff Training College, (OSTC), invites sealed tenders in the prescribed format under two bid system - Technical Bid (Part-I un-priced) & Financial Bid (Part-II priced) - from the Delhi / NCR based full time service providers possessing valid registration and license under all the relevant statutes including the ESI Act 1948 and EPF Act 1952, for Providing Workforce for House Keeping, Electrical Maintenance & Gardening Services in the College for Initial period of three years with provision of extension of two years at the sole discretion of OSTC based on the satisfactory performance of contractor.

The Contract will be awarded for Initial period of three years for Providing Workforce for House Keeping, Electrical Maintenance & Gardening Services in the College. The award letter and the agreement for period of one year will be provided to the Service provider/ contractor on yearly basis based on satisfactory services by the contractor in a year.

Tenderer / Bidder should qualify the eligibility criteria as stated in Section 2 of the tender document. Otherwise the bid shall be rejected.

The tender document can be obtained from the office of Principal, Oriental Staff Training College, Sector-11, Mathura Road, Faridabad by submitting a written request alongwith tender fees (until and unless exempted under MSME as per the provision of GeM General Terms & Conditions) or from Company's website www.orientalinsurance.org.in or from GeM portal. The tender fees (Non-refundable) may be deposited at OSTC Faridabad by way of **cash/ submission of a non-refundable Demand Draft/ Net Banking for Rs.1000/- (Rs. One Thousand only) + GST (as applicable)** drawn on any Scheduled Bank in favor of **"The Oriental Insurance Company Limited", payable at Faridabad during all working days (Monday to Friday) between 10.00 AM to 04:30 PM from 31.10.2023 to 22.11.2023.**

The **Technical Bid (Part – I un-priced)** duly completed in all respect and supported by proof of payment such as Tender fees and EMD (until and unless exempted under MSME as per the provision of GeM General Terms & Conditions) should be submitted at OSTC Faridabad with in specified time limit. **The tenders for which Tender Fee and EMD (until and unless exempted under MSME as per the provision of GeM General Terms & Conditions) has not been paid will not be entertained.**

Each tender **(until and unless exempted)** must be accompanied with a Bid Security Declaration in the prescribed format (Annexure XXII) Tenders submitted without Exemption Certificate/ Bid Security Declaration shall not be evaluated or considered.

As per the guidelines issued by Micro, Small and Medium Enterprises (MSME), below mentioned exemptions are provided to any tenderer who is registered as MSME:

Exemption for Tender Cost: As per MSME Policy circular dated 23.03.2012, MSEs registered under UAM scheme will be provided Tender free of cost. Bidder are required to submit valid UAM certificate and their claim for free tender cost will be considered for the service/ category for which they are registered as per UAM certificate. Decision of Bid evaluation committee will be final in the matter.

Note: Bidders are required to submit their MSME Certificate with the Technical Bid or at the time of purchase of tender from our office to avail exemption for tender fee. Bids without MSME Certificate will be treated as normal bidder. All other rules will be applicable on all bidders.

Each tender must be accompanied with an **Earnest Money Deposit (EMD)** (until and unless exempted under MSME as per the provision of GeM General Terms & Conditions) in the form of a demand draft for Rs.2,50,000/- (Rs. Two Lac fifty thousands only) drawn on any scheduled Bank in favor of **The Oriental Insurance Company Ltd., payable at Faridabad only**. No other form of payment will be accepted for submission of EMD. The said demand draft towards the earnest money must be attached with the Technical Bid (Part-I unpriced). At the back of the demand draft, the name of the bidder should be clearly written with the caption "**Tender for Providing Workforce for House Keeping, Electrical Maintenance & Gardening Services at OSTC, Faridabad**". Tenders submitted without EMD shall not be evaluated or considered (until and unless exempted under MSME as per the provision of GeM General Terms & Conditions).

Instruction to Bidders

Instructions for Online/ Offline Bid Submission

- (a) Bidders should comply with rules and regulations of GeM portal for submission of Bids online. It is mandatory for all bidders to submit their Bids through GeM Portal along with offline Bid submission.
- (b) The tender containing separate sealed envelopes for **Technical Bid Part –I (unpriced) & Financial Bid Part – II (priced)** should be submitted after keeping both in a **third sealed envelope** marked on top "**Tender for Providing Workforce for House Keeping, Electrical Maintenance & Gardening Services on Contractual Basis at OSTC, Faridabad**" with the name, address

and telephone number of the bidder at the bottom of the cover on the left of the third envelope. The complete sealed tender addressed to Principal, Oriental Staff Training College, Sector-11, Faridabad should be dropped in the locked tender box available at the reception on ground floor at OSTC, Faridabad up to 23.11.2023 before 04:30 PM. OSTC shall not be responsible if the Tenders are delivered elsewhere or are not delivered on time due to postal or any other delays.

- (c) If there is any mismatch between the rate quoted in physical form under sealed envelope of financial bid and rate quoted in the financial bid on GEM portal, then the bid of the bidder will be rejected.

Tenders are not transferable under any circumstances. OSTC reserves the rights to accept, reject any or all Tenders without assigning any reasons thereof.

All information with regard to any modification/amendment/extension of dates etc. in respect of this tender, till the entire process is completed, will be uploaded on Company's website: www.orientalinsurance.org.in. and GeM Portal.

Important information for tenderers:

i)	Issue of tender document	:	31.10.2023 to 22.11.2023
ii)	Tender document Fee (Non-refundable) until and unless exempted under MSME	:	Rs.1000/- (Rs. One Thousand only) + GST (as applicable)
iii)	Date of Pre-bid conference		20.11.2023 at 03:00 PM.
iv)	Last date & time for submission of tender	:	23.11.2023 at 04:30 PM
v)	Date & time of opening of Technical Bids	:	24.11.2023 at 11:00 AM
vi)	Date & time of opening of Financial Bids	:	15.12.2023 at 11:00 AM
vii)	Earnest Money Deposit (EMD) until and unless exempted under MSME	:	Through Demand Draft Rs.2,50,000/- (Rs. Two Lac fifty thousands only)/ Bid Security Declaration as per format provided in Annexure XXIII to be submitted.

Name of beneficiary Bank Account	The Oriental Insurance Company Limited
Name of the Bank	State Bank of India
Address of the Bank	Sector 11 Mathura Road Faridabad
Bank Branch Name	Faridabad Mathura Road
Account type	Current
Account No	55051698788
IFSC Code	SBIN0050106
Nine digit MICR Code No	110002755

Note: Technical Bid and Financial Bid can be downloaded from GeM portal, as well as our Company's website under "Tender Section" from 31.10.2023.

Section - 2

Eligibility Criteria

1. The Tenderer should be based at Delhi/NCR and operating their business in Delhi/NCR.
2. The Tenderer should possess valid Provident Fund Registration Number under EPF Act 1952 with PF Deptt in Delhi/NCR.
3. The Tenderer should possess valid ESI Registration Number under ESI Act 1948 with ESI Authorities in Delhi/NCR.
4. The tenderer should furnished documents regarding constitution, name and addresses of management and other key personnel of the tenderer.
5. The Tenderers should have experience of **Providing Workforce for House Keeping, Electrical Maintenance & Gardening Services** of at least **three financial years (2020-21, 2021-22 & 2022-23)** of rendering similar services to any Training College/ Institute of any Bank / Insurance Company/ Educational Institute like College, University or any PSU / Central or State Government/ Autonomous Institute/ Corporate establishment/organization etc. of repute. The tenderer should submit necessary certificate issued by the above organizations.
6. The Tenderer should have minimum average annual turnover for the last Three financial years **(2020-21, 2021-22 & 2022-23)** of **Rs.1 Crore**.
7. The tenders (directly or indirectly) from any Service Provider/Contractor whose services have not been found satisfactory by OSTC authorities earlier shall not be entertained.
8. The tenders from Bidders whose Technical Bid(s) were earlier rejected by OSTC on account of fake supporting documents etc. shall not be entertained.
9. 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.
10. They should also be having on their wage rolls sufficient numbers of manpower regarding Housekeeping workers, Gardeners & Electricians separately for each category as on 30.09.2023 (As per Annexure XIII).

Section -3

Instructions to Tenderers

(The Tenderer/bidder must go through the complete Tender Document – Technical Bid and Financial bid including Terms and Conditions and Annexures thereto and understand his/her/ their responsibilities and obligations thereunder)

- 1) The Tenderer must be based in Delhi / NCR and operating their business in Delhi/NCR and must qualify the eligibility criteria as per Section 2 of the tender. The tenders not fulfilling this condition shall be summarily rejected.
- 2) Before tendering, the tenderer may visit the site where intended services are to be provided and satisfy himself /herself / themselves as to the conditions prevalent at the site. No claim on this account shall be entertained by the OSTC under any circumstances subsequently.
- 3) Each bidder shall submit only one tender either by himself or as a partner in joint venture or as a member of consortium. If a bidder or if any of the partners in a joint venture or any one of the members of the consortium participate in more than one bid, their bids are liable to be rejected.
- 4) All the information as required in the tender document should be filled up in the relevant part and no column should be left unfilled. An incomplete tender document or tender document submitted without tender fee and earnest money deposit (EMD) (until and unless exempted under MSME as per the provision of GeM General Terms & Conditions) will be summarily rejected.
- 5) The tender must be submitted in two bids -Technical Bid **(Unpriced)** & Financial Bid **(Priced)**.
- 6) **The Technical Bid- Part – I (Un-priced)** should be submitted on-line on GeM Portal as well as in physical form, submitted in a sealed envelope and must have all the essential documents including Tender Fee and EMD in form of DD /UTR No. **(if applicable)** on any Scheduled bank in favour of “The Oriental Insurance Company Ltd.”, payable at Faridabad failing which the tender will be deemed as non-responsive and disqualified from bidding process. The list of documents to be attached with Technical Bid is mentioned in **Annexure-I (Checklist for documents)**. The Tenderer must attach all the documents as per Annexure-I, failing which his tender will be rejected.

- 7) **Financial Bid envelope (Part – II priced)**- should be submitted online on GeM portal as well as in physical form, submitted in a sealed envelope with wax/tape and consist of only the Financial Bid Part-II (Priced) of tender document showing the fixed %age monthly Administrative/ Service charges for **Workforce for House Keeping, Electrical Maintenance & Gardening Services** to be rendered for OSTC as per details in Annexure VII titled Scope of Service & duties and obligations under the tender document..
- 8) For physical submission of the tender containing separate sealed envelopes for **Technical Bid Part –I (un-priced) & Financial Bid Part – II (priced)** should be submitted after keeping both in a **third sealed envelope** marked on top "**Tender for Providing Workforce for House Keeping, Electrical Maintenance & Gardening Services on Contractual Basis at OSTC, Faridabad**" with the name, address and telephone number of the bidder at the bottom of the cover on the left of the third envelope. The complete sealed tender addressed to Principal, Oriental Staff Training College, Sector-11, Faridabad should be dropped in the locked tender box available at the reception on ground floor at OSTC, Faridabad up to 23.11.2023 before 04:30 PM. OSTC shall not be responsible if the Tenders are delivered elsewhere or are not delivered on time due to postal or any other delays. **OSTC shall not be responsible if the Tenders are delivered elsewhere or are not delivered on time.**
- Note: The rate quoted in physical form should match with the rate quoted on GeM portal.
- 9) All overwriting/corrections should be duly signed by the tenderer.
- 10) Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will result in the rejection of bid.
- 11) Bids must be uploaded in GeM portal and must be submitted in the locked tender box in OSTC, Faridabad at the address specified above but not later than the date and time stipulated in the Notice Inviting Tender. The OSTC may, at its discretion, extend the deadline for submission of bids in which case all rights and obligations of the OSTC and the Bidder will be the same.
- 12) Any bid submitted in GeM portal and received by OSTC after the deadline for submission of bids, as stipulated above, shall not be considered.
- 13) Tenderer signing the tender must clearly specify whether he is signing as sole proprietor, partner, under power of attorney or as Director/ Manager/ Secretary etc., as the case may be.

- 14) The Contract will be awarded for Initial period of three years for Providing Workforce for House Keeping, Electrical Maintenance & Gardening Services in the College. The award letter and the agreement for period of one year will be provided to the Service provider/ contractor on yearly basis based on satisfactory services by the contractor in a year.
- 15) OSTC may at its discretion, amend/modify the tender and / or extend the deadline for submission of tenders at any time prior to the last date for submission of Tenders. OSTC may for any reason, whether at its own initiative or as a consequence of Pre-Bid conference in response to a clarification requested by a prospective Tenderer, may modify the Tender documents by amendment and information thereof will be uploaded on Company's website: www.orientalinsurance.org.in and shall be binding on all concerned. **All information with regard to the development/ status in respect of this tender, till the entire process is completed will be uploaded on GeM portal and company's website only.**
- 16) OSTC reserves the right to accept or reject any or all the tenders without giving any notice or assigning any reason and shall not be bound to accept the lowest tender. The decision of OSTC in this regard shall be final and binding on all.
- 17) The Contractor / Service Provider shall not employ any person below the age of 18 years. The Contractor / Service Provider shall indemnify the OSTC & its representative(s) from and against all claims and penalties which may be suffered by the OSTC by reason of any default on the part of the Contractor / Service Provider to observe and / or in the performance of the provisions of Child Labor (Prohibition & Regulation) Act, 1986 OR any re-enactment or modification of the same.
- 18) The Technical Bids - Part – I (**Unpriced**) shall be opened **on 24.11.2023 at 11:00 AM on GeM portal and** in the office of Oriental Staff Training College, Faridabad in the presence of Tenderers or their authorized representative(s) who wish to be present. The Financial Bids -Part – II (**Priced**) of only those Tenderers, whose technical bid is found responsive will be opened on 15.12.2023 at 11:00 AM or as specified by OSTC at a later date and time. The tender committee of OSTC shall open the properly sealed tenders only. Unsealed or improperly sealed tenders are liable to be rejected. Conditional bids will also be summarily rejected.
- 19) In case the last date of receipt/opening of tender, date of Pre-bid conference is declared a holiday the same shall be extended to the next following working day. The time and venue will remain the same.

20) All the **Financial Bids -Part – II (Priced)** of Tenderers whose **Technical Bids -Part – I (Unpriced)** have been opened, will be sealed in one envelope acknowledged by Tender Committee and will be kept in the safe custody of Principal, OSTC till the date of opening of the same.

21) The terms & conditions express in tender shall be valid for a period of at least six months (180 days) from the date of opening of the tender. If the tenderer withdraws /amends / impairs /derogates the tender in any respect during this period of validity of the offer, the EMD is liable to be forfeited and suitable action will be taken as per Bid security declaration. Incomplete, conditional tenders and fax/e-mail/telegraphic tenders are liable to be rejected. The bidders whose technical bids have been found apparently responsive as per documents and information furnished viz. a viz. criteria laid down in the Tender Document will be short listed.

22) In order to satisfy itself about the nature and quality of services rendered by the tenderer, OSTC may depute its Officer(s) or authorized representative to visit the institute/establishments mentioned by the bidder. Besides, OSTC may also arrange for verification of any document / testimonial submitted by bidder in support & compliance of technical criteria as laid down in the tender document. It will be mandatory for the bidder to extend full cooperation to OSTC so that necessary verification is completed without any delay. In case the bidder fails to cooperate or where after verification it is revealed that bidder does not meet with the criteria as laid down in the Tender Document, then his bid would be considered as non-responsive and their financial bid will not be processed further and **EMD may be forfeited**.

23) The Technical Bid of those bidders, where OSTC after its scrutiny/ inspection / investigation / verification is satisfied with regard to compliance of technical criteria as laid down in the Tender Document, will be declared as found responsive .

24) The Financial Bids -Part-II-(**Priced**) of only those tenderers whose Technical Bids -Part-I-(**Un priced**) are found responsive by OSTC will be opened, further processed and evaluated.

25) OSTC will award the contract to the successful evaluated bidder whose bid has been found to be responsive and lowest (by GeM) as per terms and conditions incorporated in this tender document.

26) OSTC will communicate the successful bidder by letter sent through **Courier/Registered Post/e-mail** that his bid has been accepted. This letter of

award of work shall prescribe and the fixed % of monthly charges which OSTC will pay to the Service Provider/Contractor in consideration of the services render by the Service Provider/contractor as mentioned in the tender document.

1. The successful Tenderer shall be required to submit Bank Guarantee on the prescribe format Annexure XXII / Fixed Deposit pledge in favor of “The Oriental Insurance Company Limited” for a sum of **Rs.7,00,000/- (Rupees Seven Lac only) as Performance Guarantee valid for 3 years starting from the date of award and should be submitted within 5 working days of receiving of letter of award. This total Performance security deposit of Rs.7,00,000/- (Rupees Seven Lac only) will remain with OSTC throughout the period of contract.**
2. This Performance security amount will be refunded to the contractor within 60 days of completion of the contract subject to :
 - a) Satisfactory Performance of the Contract
 - b) Deduction of any dues payable to OSTC on whatsoever account
 - c) Any deduction due on account of Contractors/Service Providers obligation under the contract and subject to such deductions as may be necessary for making of OSTC’s claim against the Service Provider.
 - d) Deduction of any liability / damages incurred by OSTC on behalf of the Service Provider / Contractor in the discharge of his / their obligations under this Tender.
 - e) This Performance Security deposit will not bear any interest of whatsoever kind.
- 27) The Service Provider/Contractor will be required to submit a **“No Dues” indemnity bond on non judicial stamp paper of requisite value duly notarized as per specimen enclosed in Annexure- V** after completion/termination of contract to claim refund of performance Security deposit amount.
- 28) The selected Service Provider shall be required to start the services in accordance with the time schedule specified in the work order issued by OSTC after acceptance of Tender. Extension will not be given except in exceptional circumstances. In case the services are not started on the stipulated date as

indicated in the work order, OSTC reserves the right to cancel the work order and forfeit the EMD and/ or Performance Security Deposit.

33)OSTC will debar 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. A non blacklisting/prosecution declaration in the form of Affidavit as per **Annexure VI** is required to be submitted.

34)The Service Provider/Contractor shall facilitate to introduce and enforce necessary procedure and systems with the approval of OSTC to ensure efficient services.

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Section- 4

Terms & Conditions

1. The Contractor/Service Provider shall provide services related to Housekeeping, Electrical Maintenance & Gardening Services as listed out in Annexure -VII titled 'Scope of Service' & elsewhere in the Tender Document.
2. The Contractor/Service provider shall ensure deployment of workers / supervisors / receptionists/driver/ Electricians/ Gardeners/ Plumbers/ Housekeeping workers as per Annexure-VIII and shall ensure compliance of all the Terms & Conditions of the Tender Document in this regard.
3. The Contractor/Service provider will arrange proper uniform & shoes for the all the contract workers as per Annexure-IX of the Tender Document.
4. In consideration of the services to be provided by the Service Provider and due performance of the Contract, OSTC shall pay service charges to the Service Provider as per Annexure – X 'Service Charges' subject to compliance of Annexure XI – 'Billing Process and Documents' of the Tender Document.
5. Service Provider / Contractor shall arrange Insurance Policies for the amount as specified covering contract labours under Mediciam, Family floater, Employees Compensation Policy, PA policy and life Insurance as prescribed by OSTC in the Joint names of The Oriental Insurance Company Ltd as Principal and Service Provider / Contractor to coincide with the period of the Contract. Actual premium will be reimbursed to them by OSTC along with fixed Administrative / Service charges thereon.
6. The fixed %age monthly charges quoted in the Financial Bid shall be binding on the Contractor/Service provider throughout the contract period. The Contract will be awarded for Initial period of three years for Providing Workforce for House Keeping, Electrical Maintenance & Gardening Services in the College. The award letter and the agreement for period of one year will be provided to the Service provider/ contractor on yearly basis based on satisfactory services by the contractor in a year.

7. PENALTIES :

Sr. No.	Description	Deductions		
		1st Instance	2nd Instance	3rd Instance
1	Non-deployment of total manpower mentioned in the contract as per the date of joining	Up to 15 Days, 1 day wages of the resources which are not deployed, per day. Beyond 15 days cancellation of the contract with cancellation charges @ 1% of the order value		Cancellation of the contract with cancellation charges @ 1% of the order value

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2	If employee is found disclosing any confidential information/ document to the Service Provider/ any third parties	Cancellation of the contract with cancellation charges @ 1% of the order value along with recovery of losses caused (if any) and legal action against the Service Provider depending on the gravity of the act		Cancellation of the contract with cancellation charges @ 1% of the order value
3	If the employee is found responsible for any theft, loss of material/ articles and damages	Payment in actuals, equivalent to the value of the article theft/ lost/ damaged within the period prescribed by the Buyer. Replacement of employee within 2 days.	Payment in actuals, equivalent to the value of the article theft/ lost/ damaged within the period prescribed by the buyer. Replacement of employee within 2 days/ cancellation of contract as decided by the buyer depending on the gravity of the act.	Cancellation of the contract with cancellation charges @ 10% of the order value
4	If the employee is found responsible for disobedience/ misconduct	Warning/ counselling of employee as decided by the Buyer depending on the gravity of the act	Warning/ counselling/ Immediate replacement of employee within 2 days as decided by the Buyer and Warning to Service Provider depending on the gravity of the act	Cancellation of the contract with cancellation charges @ 1% of the order value
5	If the employee is absent or takes leave for more than 2 days without informing buyer or taking prior approval without substitute being provided by the service provider.	Substitute within 2 days of intimation from buyer failing which, up to 15 days, 1day wages of absent resource/s per day. Beyond 15 days, cancellation of the contract with cancellation charges @ 1% of the order value	Substitute within 2 days of intimation from buyer failing which, up to 15 days, 2 daywages of absent resource/s per day. Beyond 15 days, cancellation of the contract with cancellation charges @ 1% of the order value	Cancellation of the contract with cancellation charges @ 1% of the order value
6	If the employee is found responsible for adopting illegal and foul methods or exercising any corrupt practice in collusion with any third party or officials at the workplace	Immediate replacement within 2 days/ cancellation of the contract with cancellation charges @ 1%, as decided by the buyer depending on the gravity of the act.	Cancellation of the contract with cancellation charges @ 1% of the order value	Cancellation of the contract with cancellation charges @ 1% of the order value

Signature and Seal of Tenderer

Technical Bid_ Tender for providing workforce for House Keeping,
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7	Delay in payments of take-home remuneration by the Service Provider and deposit of EPF and ESI (both employee and employer share)	Rs.100 per day per resource, warning to Service Provider to deposit the said amount within 7 working days	Rs.200 per day per resource, hold on all type of payments to Service Provider till the said amount is deposited to respective stakeholders and proof of same is submitted to Buyer	Cancellation of the contract with cancellation charges @ 1% of the order value
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Electrical Maintenance Services				
Sr.No.	Description	Deductions		
		1 st Instance	2 nd Instance	3 rd Instance
1	The electrical items/ equipment shall be promptly repaired and reinstated within 48 hours of reporting of the complaint.	Delay in this regard due to any reasons whatsoever shall attract penalty as deemed fit by OSTC.		Cancellation of the contract with cancellation charges @ 1% of the order value
2	Any loss or damage to any equipment under repair or implements supplied to the Contractor/ Service Provider shall be made good by the Contractor/ Service Provider.			Cancellation of the contract with cancellation charges @ 1% of the order value

- (i) If the standard of services, as mentioned in Annexure VII & VIII or elsewhere in the tender document, are not maintained to the satisfaction of OSTC authorities, appropriate penalty as shown above will be imposed and amount thereof will be deducted from the monthly bill and /or Performance Security deposit.
- (ii) The Service Provider / Contractor shall be responsible for any loss caused to the OSTC due to negligence of any contract workers deployed by them in performing their duties.
- (iii) It will be the duty of the contractor to attend to all legal matters related to the contract workers for which any communication / summons is issued by any court or Labour Department.

8. For Gardening Services: OSTC will supply water for gardening as and when available. The water will be supplied at the selected points as per the system laid down from where the service provider/contractor will have to make his own arrangements for watering the plants. Soil, manure / fertilizers / insecticides etc. Saplings / trees / shrubs etc will be supplied by OSTC as per requirement from time to time. It will be the responsibility of the Service Provider/Contractor to

store the materials provided by OSTC, properly in the space provided by the OSTC. The security of such material will be the sole responsibility of the Service Provider/Contractor.

9. The Service Provider/ Contractor will be required to keep a Performance Security Deposit of Rs.7,00,000/- (Rupees seven lacs only) in form of Bank Guarantee or Fixed Deposit. This total performance security amount will remain with OSTC throughout the period of contract. EMD of Rs.2,50,000/- (Rupees Two lacs Fifty thousand only) deposited through DD/ UTR No. by the L-1 bidder will be refunded with in the limit prescribed.
10. The earnest money will be forfeited if (i) the Bidder withdraws his Tender during the period of Tender validity (ii) the successful Tenderer fails to deposit additional amount of Rs.7,00,000/- (Rupees Seven lacs only) towards performance security Deposit within Five working days of award of work. The return/refund of EMD to the unsuccessful/non-responsive Bidders will be made within 30 days after the successful award of work to the selected bidder whose bid is found to be responsive and lowest. No interest shall be payable on it under any circumstances.
11. In the event of the Service Provider/Contractor not fulfilling the conditions of the contract, OSTC reserves its right to forfeit the Performance security Deposit of Rs.7,00,000/- (Rupees Seven lacs only) placed with OSTC through a Bank Guarantee or Fixed Deposit hereinabove mentioned. The decision of the OSTC shall be final and binding on the Service Provider, in respect of such confiscation of the Performance security deposit of Rs.7,00,000/- (Rupees Seven lacs only) and /or deduction of any amount due to OSTC.
12. Immediately after the award of work, the Service Provider/Contractor will apply for obtaining a certificate/license from the office of The Assistant Labor Commissioner (Central) Faridabad to employ workers at OSTC for Providing workforce for Housekeeping, Electrical Maintenance & Gardening Services and submit the relevant certificate within one month from the date of award of the work. Extension of time period and waiver of this certificate, if required, will be at the sole discretion of OSTC depending upon the Statutory requirements as per the law applicable.
13. The regularity of the performance of the service will be of the essence and shall form a central factor, while evaluating the performance from time to time. The Service Provider/ Contractor shall take all possible steps to ensure and to maintain its performance as determined by OSTC from time to time. If OSTC notice that personnel of the Service Provider/ Contractor has/have been negligent, careless in rendering the said services, the same shall be communicated immediately to the Service Provider/contractor who will take corrective steps immediately to avoid recurrence of such incidents and report to OSTC.

- 14.** If any of the worker of the Service Provider/ Contractor indulges in theft, negligence or any illegal/irregular activities, the Service Provider/contractor shall take appropriate action against its erring worker and intimate accordingly to OSTC or OSTC itself can take action in accordance with law.
- 15.** The Service Provider/ Contractor being the employer in relation to workers employed by it to provide the services under the terms and conditions shall alone be responsible and liable to pay wages/salaries to such persons. The wages/salaries shall be as fixed or prescribed under the Minimum Wages Act 1948 for the category of workers employed by them from time to time by the Chief Labor Commissioner (Central), Government of India, Ministry of Labor & Employment, or by Haryana Government as applicable and/or any authority constituted by or under any law. He will ensure compliance of all the relevant Labor laws.
- 16.** The Service Provider/ Contractor shall issue identity cards on its own name and trading style to its employees deployed for rendering the said services, which at OSTC's option would be subject to verification at any time. The OSTC may refuse the entry into its premises to any worker of the Service Provider/contractor for not bearing such identity card or not being perfectly uniformed as prescribed by OSTC.
- 17.** The Service Provider/ Contractor will pay the wages as per the Minimum Wages Act 1948 as amended through ECS (Electronic Clearing System) directly into the Bank accounts of workers before 7th of every month. The Service Provider/Contractor will be required to submit the deposit challans along with UTR No. showing the individual figure of PF and ESI money of workers deposited with appropriate authorities for the previous month along with the monthly bill.
- 18.** The Service Provider/ Contractor shall for all purposes and interpretations be the employer of all the contract workers deployed at OSTC and shall be responsible for all consequences out of such employment. In case OSTC incurs any liability or damages, the Service Provider / Contractor shall at all times indemnify and keep indemnified OSTC against any such claims or damages on account of injury/disability/death of any of its workers caused while providing the services to OSTC which may be made under the Employees Compensation Act 2010 (erstwhile Workmen's Compensation Act 1923) or any other Acts or any other Statutory modifications thereof or otherwise for or in respect of any claim for damage or compensation payable in consequence of any accident or injury sustained by the workers of the Service Provider or in respect of any claim, damage or compensation under Labor laws or any other laws or rules made there under by any person whether in the employment of the Service Provider/contractor or not, who provided or provides the service at premises of OSTC.
- 19.** The Service Provider/ Contractor shall at all times indemnify and keep indemnified the OSTC against any claim by any third party for any injury, damage to the property or person of the third party or for any other claims

whatsoever for any acts of commission or omission of their employees or personnel during the hours of providing the services at OSTC's premises on or before and after that.

- 20.** In case the Service Provider/contractor discontinues the contract before the expiry of the period of contract, his Performance security Deposit shall be forfeited.
- 21.** OSTC reserves the right to cancel or terminate this agreement by giving thirty days notice in writing without giving or assigning any reason(s) for doing so, and in the event of the Contractor wishing to terminate this agreement, the Contractor shall have to give at least six months notice to OSTC in writing and in either event, the Contractor shall hand over the peaceful and vacant possession of the space (accommodation) as provided in the tender. The Contractor shall also hand over forthwith all the articles provided to them and no broken item(s)/articles(s) shall be taken back which must be replaced by the Contractor or shall pay the cost thereof.
- i. On completion of the contract, the Service Provider /contractor will submit an indemnity bond on Non Judicial stamp paper of requisite amount duly notarized regarding "No Dues" confirmation.
 - ii. In the event of the earlier termination by either parties to the contract or expiry of the contract, the Service Provider/ Contractor shall be obliged to continue providing the services at the same rates and on the same terms and conditions as provided in the contract, till such time as OSTC is able to make any alternative arrangement or OSTC has agreed in writing to allow the contractor to discontinue earlier.
- 22.** The OSTC or its representative(s) shall be at liberty to check at any time, the deployment of workers by the Service Provider/Contractor.
- 23.** In case of any pilferage, theft of or breakage etc to the property/assets of OSTC, the Service Provider/ Contractor will be responsible for such losses. The OSTC will be at liberty to deduct the amount of such loss from the monthly bill/ performance security Deposit of the Service Provider/ Contractor after holding an enquiry. The decision of OSTC to this effect shall be final and binding upon the parties. In case of unsatisfactory performance and violation of any condition of the tender/ contract, the contract shall be liable to be cancelled and security will be forfeited and the cancellation charges as specified elsewhere in the tender will be deducted from the amount due to the contractor.
- 24.** The Service Provider/ Contractor shall not sublet the contract to any other concern/individual. The Service Provider/ Contractor shall himself perform the services and all obligations and duties as per tender/contract. Except with the prior written consent of the other party, neither the benefit nor the burden of the tender/contract shall be assignable by either of the parties. However, OSTC may assign or transfer its rights and obligations under this agreement to any entity which acquires all or substantially all of the OSTC's operating assets or into

which OSTC is merged or is reorganized pursuant to any merger or reorganization.

- 25.** Any dispute arising out of this contract including any clarification as to the intent or interpretation of any of the provisions of these terms and conditions, the same shall be first referred to/sought from the Principal, whose decision in the matters shall be final and binding on the Service Provider/ Contractor. Any other matter relevant to but not covered in the contract shall also be decided by making reference to the Principal, OSTC whose decision will be final and binding on the Service Provider/ Contractor. If the Dispute is not resolved through the reference made to the Principal, OSTC, a reference of the same shall be made to a Sole Arbitrator to be appointed by the Principal, OSTC Faridabad for adjudication of the same in accordance with the provisions of Arbitration & Conciliation Act-1996 and any statutory modifications there under from time to time. There shall be no objection if the Sole Arbitrator to be appointed is a Competent Officer of OSTC in the discretion of the Principal OSTC, Faridabad. The Service Provider/Contractor and OSTC shall make every effort to resolve any dispute or disagreement amicably by direct informal negotiations. However, in case of any unresolved issues/disagreements/disputes in connection with the contract, the same shall be settled through Arbitration or through the Court of Law within the jurisdiction of Faridabad. The resultant contract will be interpreted under Indian Laws.
- 26.** The Service Provider/ Contractor shall comply with the instructions provided by OSTC from time to time relating to the performance of the services, duties and obligations under this agreement. The services rendered by the Service Provider/ Contractor shall be subject to regular review by OSTC and its decision as to the quality thereof shall be final and absolute.
- 27.** The Service Provider/ Contractor shall abide by the applicable OSTC rules, guidelines, policies and procedures at all times during the performance of the services and the regulations issued by the various Government Authorities under whose jurisdiction this agreement will fall, from time to time.
- 28.** The Service Provider/ Contractor shall raise the invoice/bill and OSTC agrees to pay such invoices/bills within 15 working days of receipt and acceptance of the invoice/bill, as per terms and conditions of the tender/contract. All payments to the Service Provider/ Contractor shall be made by ECS/NEFT/RTGS/ Net Banking subject to deductions, withholding of all applicable, taxes and charges and penalty if any from time to time in force.
- 29.** The Service Provider/ Contractor represents and undertakes that:
- (i) They have full power and authority to enter into the agreement with OSTC and perform the services and they have the necessary expertise to duly perform the services under this agreement.
 - (ii) They will render the services and perform its obligations and duties as per tender accurately and efficiently and in accordance with the instructions, specifications, procedures, standards, guidelines, time frame, as mentioned in this agreement, or as are issued from time to time by OSTC for the performance of the services to the satisfaction of OSTC.

- (iii) They will be responsible for its corporate and personal taxes if any, and shall indemnify and hold OSTC harmless for any liability in this connection.
- (iv) They will be responsible for ensuring that all workers engaged by the Service Provider/ Contractor to provide services to OSTC shall hold at all times the necessary expertise and shall abide by OSTC's instructions, specifications, procedures, standards, guidelines, and time frames at all times during the performance of the services.

30. OSTC shall have the right to deduct from the money due to the Service Provider/Contractor, any sum required or estimated to be required, for making good the loss suffered by any worker, by reason of non- fulfillment of the conditions of the contract for the benefit of the workers, 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.

31. Nothing in this tender shall be deemed to create any partnership, joint venture, agency between OSTC and the Service Provider/ Contractor or their representatives and employees and nothing herein shall deem to confer on any party, any authority to incur any obligation or any liability on behalf of the other party. The Service Provider/ Contractor is an independent contractor and not an employee, agent, associate or authorized representative of OSTC and the Service Provider/ Contractor undertakes that They will not undertake any obligation or liability in the name of or on behalf of OSTC whatsoever.

32. Nothing in this tender shall by implication or expression be taken to mean or imply that any of the persons deployed / engaged by the Service Provider/ Contractor for rendering the services, are employees of OSTC or engaged by OSTC. The Service Provider/ Contractor shall be deploying workers who shall be in sole employment of the Service Provider/contractor and Service Provider/contractor shall be solely and fully responsible for the acts, salaries, wages, remunerations or any other statutory liabilities or other payments of the workers. Under no circumstances shall OSTC be liable for any payment or claim or compensation [including but not limited to compensation on account of injury, death, termination] .In case any liability falls on OSTC for any reason, the Service Provider/ Contractor shall keep OSTC indemnified against the same. In order to give effect to this, the Service Provider/ Contractor shall incorporate suitable clause in the appointment letters to be issued to their workers mentioning that the workers are employees of the Service Provider/ Contractor, a copy of which should be given to OSTC for perusal and record.

33. The Service Provider/Contractor & the workers deployed by him at the OSTC Premises shall maintain confidentiality of any information in their possession during their working at OSTC & thereafter.

34. The Service Provider/ Contractor shall allow OSTC and their management, auditors, regulators and/or agents, the opportunity of inspecting, examining, auditing and /or taking copies of the records related to their with OSTC.

- 35.** The Service Provider/ Contractor shall wholly and solely be liable for all disputes and liabilities in respect of the workers deployed by him / them to OSTC under this tender.
- 36.** If at any stage, it is revealed that the documents/certificates/testimonials submitted by the Service Provider/ Contractor are forged or have been manipulated, the work order issued to the Service Provider/ Contractor shall be cancelled and Performance Security amount deposited with OSTC shall be forfeited without any claim whatsoever on OSTC and the Service Provider/Contractor shall be liable for action as appropriate under the relevant laws.
- 37.** Without prejudice to any of the rights or remedies under this contract, if the Service Provider/Contractor dies, OSTC shall have the option of terminating the contract without compensation to the legal or other heirs of the Service Provider/ Contractor.
- 38.** OSTC shall accept no liability explicit or implicit for, nor any financial or other consequences arising from, sickness, injury, damages or death of the personnel of the Service Provider/Contractor, of the staff members or of any sub-Contractor or agent or of any person performing on their behalf any work under the present contract, including the time spent in travel, nor for any damages which may arise by reason of the neglect or default of any of them.
- 39.** The Service Provider/Contractor shall maintain proper records about the attendance of their staff in the prescribed format as given in the Contract Labor (Regulation and Abolition) Act, 1970 along with Contract Labor (Regulation and Abolition) Rules, 1971 and would ensure that full staff strength is maintained. If due to any exigency, any worker is absent the Service Provider/ Contractor should take immediate steps to provide its substitute subject to the compliance of relevant Rules & regulations/laws/ Statute.
- 40.** The Service Provider/Contractor must ensure that the wages to the Workers are paid within the stipulated time period as provided under relevant Rules & Regulations/Law/Statute in force. The Service Provider/ Contractor will not link the payment of wages to the workers with settlement of his bills by the OSTC. The Service Provider/ Contractor has to first pay the wages to the Workers and then put up his bill for payment. Payment of bills will be made on monthly basis through ECS/RTGS/ NEFT only, provided that the Housekeeping, Electrical Maintenance & Gardening Services provided were / are satisfactory during the month and subject to deduction of Penalty imposed if any as per terms and conditions of tender/contract. The monthly bill payment will be made subject to following billing process and submission of documents as mentioned in Annexure XI, provided the Service Provider/ Contractor submits the attested photocopies of the following documents:
- (i) Muster Roll/ Attendance sheet of the workers signed by the Service provider/ Contractor for the month on the format prescribed in the Contract Labor (Regulation and Abolition Act, 1970) along with Contract Labor (Regulation and Abolition) Rules, 1971.

- (ii) Overtime and penalty register in respect of Workers / Supervisors / Receptionists.
 - (iii) Salary sheet for the month showing receipt of the wages on the format prescribed in the Contract Labor (Regulation and Abolition Act, 1970) along with Contract Labor (Regulation and Abolition) Rules, 1971.
 - (iv) Deposit Challan showing the individual figure of deposit of contribution of provident fund of employees' and employers' share, with the appropriate authority.
 - (v) Deposit Challan showing the individual figure of deposit of contribution of ESI of employees' and employers' share, with the appropriate authority.
 - (vi) The above referred Challan should be deposited separately for OSTC. It should not contain the contribution of PF and ESI of employees of other organizations being serviced by the Contractor.
 - (vii) The Service Provider/ Contractor will pay the wages as per the Minimum Wages Act and disburse the wages through ECS/ Net Banking only.
- 41.** The Service Provider/Contractor will deduct ESI contribution and Provident fund contribution of the employees from the minimum wages of the workers at the rate as applicable from time to time and deposit the same with the appropriate authorities along with Employer's contribution of ESI and PF as per the rate applicable from time to time.
- 42.** The Service Provider/ Contractor will be liable to get the Provident fund refunded from the Provident Fund Commissioner of the worker, if he is terminated or dies or leaves the job.
- 43.** The Contractor/ Service Provider shall ensure that all the contract workers are deployed at OSTC as per Annexure VIII and they observe the timings as prescribed therein or as amended by OSTC at any time as per requirement. In case the Service provider/ Contractor fails to render the services as laid down in the Tender Document, OSTC may impose penalty as deemed fit.
- 44.** The Service Provider/Contractor himself or their authorized representative must visit the premises at least once in a week and/or whenever required and contact the person authorized by the OSTC to look into services rendered.. Any deficiencies in the services should be rectified immediately when pointed out by such authorized person.
- 45.** The Service Provider/Contractor shall facilitate to introduce and enforce necessary procedures & systems for upgrading of Services at OSTC with the approval of Competent Authority.

- 46.** OSTC has the discretion to increase and decrease the no. of contract workers and may ask the contractor to deploy workers of other category such as Yoga teacher, carpenter, Painter, Welder mason, etc. The eligibility criteria for such workers such as qualification, experience etc. will be decided by OSTC. These categories of workers will be included and contractor will be paid as per category of workers (Minimum Wages Act) and % service charge quoted in the Financial Bid. Terms, conditions and amounts payable in respect of such additional workers, as and when deployed, shall be governed by the provisions of this tender.
- 47.** The Bidder, after submitting their bid, is permitted to withdraw/ alter/ modify their Bid so long such withdrawal / alteration/ modification are received duly sealed and marked like original bid, up to date and time of receipt of Bid i.e. 23.11.2023. The EMD shall be returned in such cases but the bid fees shall be forfeited. Any withdrawal / amendment/ modification received after the prescribed date & time of receipt of bids will not to be considered.

.....

ANNEXURE- I

CHECK-LIST FOR DOCUMENTS TO BE PLACED IN TECHNICAL BID PART-I (UNPRICED) ENVELOPE

Please tick mark

Sr. No.	Documents to be attached	Yes	No
1	Proof of the Bidder being based in Delhi/NCR and their operation in these areas		
2	Bid Security Declaration as per format provided in Annexure XXIII to be submitted (basis of exemption for bidders with MSME certificate)		
3	EMD of Rs.2,50,000/-(Rs.Two Lacs fifty thousand only) in the form of DD issued by any scheduled bank in favour of "The Oriental Insurance Co. Ltd" payable at Faridabad. (if applicable)		
4	Tender cost through separate demand draft / UTR no. of online transfer for Rs.1000/- + GST (as applicable) issued by any scheduled bank in favour of The Oriental Insurance Co. Ltd. payable at Faridabad if the tender document is downloaded from GeM portal or Company's website. (if applicable)		
5	Bidder's self-attested copy of the PAN /TAN card issued by the Income Tax Department		
6	Self-attested copy of GST Number (as applicable)		
7	Self attested copy of valid Employee Provident Fund Registration number from concerned authorities of Delhi/NCR.		
8	Self attested copy of valid ESI Registration Number from concerned authorities of Delhi/NCR.		
9	Experience Certificates of last three financial years (2020-21, 2021-22 & 2022-23) for Providing workforce for Housekeeping, Electrical Maintenance & Gardening Services to residential training college / Institute of any Public Sector Insurance Company / Public Sector Bank / Central or State Government Undertaking / Autonomous Institute / University / College Hostel / Corporate establishment/organization etc. of repute. (Attach appropriate certificate(s) for three years i.e., 2020-21, 2021-22 & 2022-23)		
	Experience Certificates of 2020-21		
	Experience Certificates of 2021-22		

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	Experience Certificates of 2022-2023		
10	Certificate of average annual turnover for the last three financial years (2020-21, 2021-22 & 2022-2023) of Rs.1 Crore (Attach proof of turnover duly certified by a C.A.).		
	Certificate of annual turnover of 2020-21		
	Certificate of annual turnover of 2021-22		
	Certificate of annual turnover of 2022-23		
11	Certificate confirming the number of Manpower regarding Housekeeping workers, Gardeners & Electricians separately on rolls of the Tenderer as on 30.09.2023 as per Annexure XIII. (Attach Annexure duly certified by a C.A.).		
12	A certificate regarding non relationship of Service Provider/ Contractor with the employees of OSTC/Oriental Insurance Co.Ltd. as per Annexure- IV		
13	Self Attested copy of Registered Partnership Deed/Certificate of Incorporation and Registration Certificate where the tender is submitted on behalf of Partnership/Company/Society etc.		
14	Compliance Report as per given draft at Annexure- II		
15	Declaration in the form of affidavit that individual / firm/organization including its Partners/ Share holders / Directors were never blacklisted/prosecuted by any department / statutory authority in India or by any Court. Annexure- VI		
15	Tendering Agency's profile as per Annexure- III		
16	List of present and past clients as per Annexure- XII		
17	Copy of License under Contract Labor (Regulation and Abolition) Act, 1970, Contract Labor /(R&A) Rules to provide workforce for Housekeeping, Electrical Maintenance & Gardening Services at OSTC.		

ANNEXURE- II

COMPLIANCE REPORT

To

Principal
Oriental Staff Training College,
Sector-11, Mathura Road,
Faridabad-121006.

Sub: Tender for “Providing workforce for Housekeeping, Electrical Maintenance
& Gardening Services at OSTC, Faridabad”.

Dear Sir,

I/We certify that I/We have read the terms and conditions of the tender. I/We undertake that it is my/our responsibility to ensure that being the employer in relation to persons engaged/deployed by me/us to provide the services/activities under this tender as well as to make the payment of monthly wages/salaries, which in any case shall not be less than the minimum wages prescribed under the Minimum Wages , Act, 1948 as notified/revised by Chief Labor Commissioner (C), Ministry of Labor & Employment, Government of India or as fixed by Labor Department, Haryana Government, which ever is applicable and Payment of compensation for Overtime/weekly off/National holiday/Any other holiday as applicable and amended from time to time.

I/We will also comply with the requirements of various statutes, relevant to this contract, such as Contract Labor (Regulation and Abolition) Act, 1970, Contract Labor /(R&A) Rules, 1971, EPF Act,1952, , ESI Act (1948) The Industrial Dispute Act 1947 The Equal Remuneration Act 1976 Employees Compensation Act 2010 (Erstwhile Workmen’s Compensation Act 1923) , The Payment of Bonus Act 1965, Payment of Gratuity Act 1972, Child Labor (Prohibition & Regulation) Act, 1986 as applicable and as amended from time to time and or any other Rules framed there under from time to time by the Central or State Government and or any authority constituted by or under any law, for the category of persons deployed be me/us.

Signature and Seal of Tenderer

I / We will also obtain License under Contract labor (R&A) Act, 1970 to provide workforce for Housekeeping, Electrical Maintenance & Gardening Services at OSTC.

Certified that I/We have read the tender document containing Section-I (Notice inviting Tender), Section -2 (Eligibility Criteria), Section-3 (Instructions to Tenderer) Section 4 (terms and conditions) and all Annexures attached to and forming a part of tender document. I/We have understood the contents of complete tender document (Technical Bid as well as Financial Bid).

I/We undertake to abide by the terms and conditions as laid down in the tender document and the Annexures as stated above in case the work order is allotted to me/us.

Place:

Signature of Tenderer:

Name of the Tenderers:

Date:

Address:

ANNEXURE- III

Affix duly Attested
P.P.Size recent
photograph of the
authorized representative
of the prospective bidder.

TENDERING AGENCY'S PROFILE

1.	Name & Registered Address of firm/Agency and Telephone numbers & Mobile No.	
2	Whether based in Delhi / NCR and Registered with ESI / PF and other statutory authorities in Delhi / NCR.	
3.	Registration No. of the Firm/Agency	
4	Name, Designation, Address & Tel. No. of contact person	
5	Fax Number, E- Mail Mobile Number	
6	Please specify as to whether bidder is sole proprietor /Partnership firm / company or any other establishment.	

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7	Name(s), Address(s) and Telephone No. / Mobile No. of Heads/ partners etc.	
8	PAN /TAN No. issued by Income Tax Dept.	
9	GST No.	
10	Provident Fund Account No.	
11	ESI Registration Number	
12	License No. under Contract Labor (Regulation and Abolition) Act, 1970, Contract Labor /(R&A) Rules to provide workforce for Housekeeping, Electrical Maintenance & Gardening Services at OSTC.	
13	Details of EMD (if applicable): (a) Amount: (b)DD No. /UTR No. (Online payment) (c) Date of issue: (d) Name of issuing Bank	
14	Name of the person if any to whom Authorization / Power of Attorney granted.	
15	Any other information	

Signature and Seal of Tenderer

ANNEXURE- IV

Participation of near relatives of employees in the tender

I / We / Our Organization, including our Partners/ Share holders/ Directors hereby certify that none of my/our relative (s) is/are employed in **Oriental Staff Training College/The Oriental Insurance Company Limited**. In case at any stage, if it is found that the information given by me/us is false/ incorrect, Oriental Staff Training College / The Oriental Insurance Company Limited shall have the absolute right to take any action as deemed fit without any prior intimation to me/us.

Place:

Signature of Tenderer:_____

Date:

Name of the Tenderers:_____

Address:

Witness:

ANNEXURE V

NO DUES CERTIFICATE

**(To be submitted when the contract is cancelled/Terminated/ Completed for
refund of Performance Security amount)**

DEED OF INDEMNITY EXECUTED IN FAVOUR OF

THE ORIENTAL INSURANCE COMPANY LIMITED

(On Non Judicial Stamp Paper of Rs.100/-duly notarized)

This deed of indemnity executed on _____ at Faridabad by/ on behalf of (Name and address of the Housekeeping, Electrical Maintenance & Gardening Service Provider) (herein referred to as the Service Provider) favoring Oriental Staff Training College (Herein referred to as the Principal) having their office at Bata Mor, Mathura Road, Sector-11, Faridabad witness as follows:

1. The Service Provider had been working for the OSTC at Faridabad for providing workforce for Housekeeping, Electrical Maintenance & Gardening Services.
2. The Service Provider had made a performance security deposit of Rs. _____ only) for providing workforce for Housekeeping, Electrical Maintenance & Gardening Services.
3. The Contract for providing workforce for Housekeeping, Electrical Maintenance & Gardening Services on contractual basis has been completed by me on _____ or the contract has been terminated/ Cancelled by the Principal/Service Provider w.e.f. _____.
4. We have paid all dues of the workers engaged in aforesaid Housekeeping, Electrical Maintenance & Gardening Services.
5. We after having satisfied the Principal that there are no outstanding dues of any sort and also that we have not caused any damage to the property of the Principal and on the request of the Service Provider the Principal has agreed to refund the aforesaid performance security deposit of Rs. _____.
6. Now in the above premise and in consideration thereof Service Provider agrees and undertakes as follows:
 - a) In the event of any dues to the all contract workers or in the event of any damage, breakage or any other injury to the property of the OSTC caused by the service provider or his workers, the Service provider/ contractor shall, on being required by the OSTC, pay and make good all those dues or damages forthwith.

- b) In the event or delay of failure to pay or make good any amount in the above connection which the OSTC have to pay or make good any such bills or incur any expenses or defend any proceedings with regard to the above, the Service Provider (Name of the Service Provider) hereby undertakes to indemnify the OSTC against all claims, demands, expenses, losses, proceedings and all liabilities of whatsoever nature.
- c) We hereby confirm that we have complied with our all statutory duties and obligations as mentioned in the Tender, Agreement as well as various statutes as applicable to the Contract labor.
- d) We also confirm having remitted all statutory deposits, as applicable, to the concerned authorities.

In witness whereof the Service Provider has signed this deed of indemnity at the place and date above mentioned in presence of following witness:

Witness:

1. Signature:

Name :

Address:

Signature of the Service Provider/Contractor

Seal

(Indemnifier)

2. Signature:

Name :

Address:

ANNEXURE –VI

**(AFFIDAVIT ON STAMP PAPER REGARDING
NON BLACKLISTING/PROSECUTION)
(To be notarized)**

Date:_____

I hereby depose that neither me nor our Organization
_____including our Partners/ Shareholders/
Directors were ever blacklisted / prosecuted by any Organization / departments /
statutory body(ies) in any State or by any Courts of Law.

Witness:

**(Bidder)
Deponent**

Verification:

Verified at _____ on _____ and the contents
mentioned/stated above in this affidavit is true to the best of my knowledge based
on firm records and no information is hidden there from.

(Bidder)

ANNEXURE –VII

“SCOPE OF SERVICE”

(A) HOUSEKEEPING SERVICES:

1. The Contractor shall be responsible for maintaining the entire premises clean at all times.
2. The works shall be carried out in accordance with the conditions, specifications and relevant Indian Standards and as per instructions of the OSTC.
3. The Contractor shall keep the usage of the water and electricity to a reasonable level. If it is found that water and electricity are not used properly and involves any wastage, the OSTC reserves the right/option to levy charges/penalty on the Contractor.
4. Cleanliness is the essence of this contract.
5. All the cleaning material e.g. brooms, detergents, dusters, Acid, Detergent Powder, Phenyl, Colin, Harpic,. Polish etc. for cleaning, sweeping, Scrubbing, washing etc. will be supplied by OSTC. All the items to be provided in the rooms such as Soap, Mosquito repellent tablet, etc. will also be supplied by OSTC.
6. It will be the responsibility of the Contractor to ensure switching on and off lights, fans, AC,TV, and computers etc. and also opening and closing of the rooms as may be prescribed and as required for its functioning.
7. The Supervisor of Housekeeping Services/ contractor will be provided duplicate keys of all rooms, buildings etc. as required for its functioning.
8. It shall be the responsibility of the Supervisor of Housekeeping Services/ contractor to store the materials purchased by OSTC for housekeeping properly in the space provided by the OSTC. The security of such material will be the sole responsibility of the Contractors.
9. The Contractor hereby agrees and undertakes to return all materials supplied by the OSTC to them on termination/completion of the contract for any reason whatsoever.
10. On termination of the contract, the Contractor shall discontinue the services and handover peaceful possession of the OSTC premises together with fixtures and articles therein in good condition.
11. All the tools and plumbing equipment etc. required to carry out the sanitary maintenance works shall be supplied by Contractor.
12. Contractor shall provide the services as specified below:

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S.N	SPECIFIED AREA OF WORK	NATURE AND SCOPE OF WORK	FREQUENCY
1.	Thirty nine hostel rooms on the ground floor, first floor, , second floor And principal's cottage	Removal of cobwebs, dusting and wiping the windows and their glass pane, doors and polishing their handles, sweeping and wiping the floor , spraying disinfectant and room freshener	Daily
2.	- DO -	Washing and scrubbing the floor of the rooms with soap water and drying it.	Weekly, on Sundays
3.	All bathrooms attached to the hostel rooms at ground floor, first floor , second floor and principal's cottage	Dusting sweeping, cleaning, polishing, wiping and removal of cobwebs, dusting and wiping the windows, glass pane, looking glass and doors, polishing door handles, all sanitary fittings, washing, cleaning and wiping the wall tiles and floor, spraying disinfectant and room freshener.	Daily
4.	All furniture, fixtures, fittings including electrical fittings of hostel block, offices, lecture halls, dormitory and principal's cottage etc.	Dusting, cleaning and wiping the fans, geysers, room heaters, air conditioners, computers, furniture/fixtures/fittings and polishing of fittings.	
5.	Passage, lobby. And common areas	Sweeping, cleaning & wiping	Every one hour
6.	General bathrooms including Bathrooms / washrooms in the Garden area	Sweeping, dusting, wiping, washing, Polishing of the wash room doors, windows and window panes, taps and soap container & mirror, washing and scrubbing the floor, wall tiles, sanitary fittings with soap/ harpic/ colin/acid etc. And providing urinal phenyl cubes.	At regular interval
7.	All training halls, office rooms and cabins of officers, library, balconies, DG set rooms,. Security rooms, doctors' room, pump house, and other auxiliary building in the college campus.	Sweeping, cleaning, wiping, washing, dusting, polishing and all related work	Twice daily
8.	Hostel rooms	Bed making, setting bed sheets, blankets, pillows etc.	Daily
9.	Hostel rooms	Changing of linen	Twice a week
10.	Hostel rooms	Changing of towels	Alternate days
11.	Hostel rooms	Providing bathing soap	Once a week or as per need.
12.	Hostel rooms	Providing mosquito repellent tablet.	Daily
13.	General bathrooms	Providing hand soap/liquid soap	Daily
14.	Cleaning of all shafts and the servant's quarter.	Cleaning	Once a month
15.	Roof top.	Sweeping, cleaning & washing.	Twice a week
16.	All open areas (inside & outside)	Sweeping, and cleaning.	Twice daily

Signature and Seal of Tenderer

Technical Bid_ Tender for providing workforce for House Keeping,
Electrical Maintenance & Gardening Services at OSTC Faridabad_2023

17.	Maintenance	Entire sanitary fittings, pump house, water tanks including filling & cleaning of overhead tanks, underground tanks etc. of the college campus.	Filling of water tanks is to be done daily. Cleaning of overhead tanks and underground tanks to be done once in a month.
18	Sewage and water harvesting system.	Cleaning of sewage and water harvesting system, cleaning of gully traps, manholes septic tanks and also to liaison with sewer deptt. Of municipal corporation of faridabad in case of blockage of sewer.	Once a month
19	Pest control	Whole ostc complex Arrange for pest control	Twice a month
20	Front office maintenance	Reception manning as per details in para 13 below.	24 hours
21.	Front office maintenance	Epabx operation, preparation and installation of training aids and equipments like, lcd projectors, computers, white boards with marker etc	Daily/ whenever required

Note: The above mentioned scope of work is illustrative and not exhaustive. The OSTC may assign any work in relation to housekeeping of the College not mentioned above. Frequency and timing of the work can be altered at the discretion of OSTC looking into the needs, and extent of work.

13. Front Office Maintenance includes following work:-

- i. Receive all telephone calls around the clock.
- ii. Maintenance of proper registration of arrival/departure of the participants at the College and to ensure smooth and efficient checking in and checking out of all the participants.
- iii. Registration of the trainees coming to the College as well as for allocating rooms to them. They shall also ensure that their luggage is carried from Reception counter to the rooms or from the rooms to the Reception counter at the time of their leaving the College.
- iv. The keys of the rooms will be kept by the attendant.
- v. Distribution of newspaper every day in each room, Library, lobbies, office and/or other places as per OSTC requirement.
- vi. Storing and providing sports items such as Rackets, Shuttle Cocks, Carrom Powder, Carrom Coin, Table Tennis Racket, Table Tennis Balls, Swimming Costumes &/or other items to the participants on demand. (Material will be provided by OSTC)

Signature and Seal of Tenderer

- vii. To maintain the complaint Register for any problem faced by the participant in room facility and also ensure that the complaint is referred to the appropriate authority for its immediate disposal.
- viii. To provide Training Materials to the participants such as folders, study material, pen, note-book etc. as provided by the training deptt.
- ix. Maintenance of proper record of the telephone calls received on behalf of the participants and also ensuring that the same are conveyed to the concerned participant.
- x. To ensure that the rooms are ready for possession by the participants before their arrival.
- xi. Checking the rooms before the participant check out to ensure that all Electrical / Electronic items /PCs and other furniture/fixtures/Fittings provided in the rooms/ bathrooms are intact/not damaged and are in order. The contractor shall be liable to make good the loss for any lapse on this count.
- xii. Maintenance of information on all time-tables of buses, trains, Metros, airlines as well as the directory of all necessary telephone numbers and shall provide all necessary information desired by the participants.
- xiii. To attend to all emergency situation related to the participants including sickness during off hours and holidays and bring it to the immediate notice of the College authorities.
- xiv. Preparation of check-list of all the work to be done under the contract and on a daily basis check all the work and submit a report on the check list format to the Estb. Deptt. while maintaining a copy duly accepted by the Estb. Deptt. with themselves for record and spot check.
- xv. To assist the participants in confirming their reservation for travel, help them in hiring taxi and all other assistance required by them.
- xvi. To carry out shifting of furniture/Computers/Training Aids etc. from one location to other within the College Campus.
- xvii. To display the details of the programs to be conducted on the display board.
- xviii. To prepare name plates of the participants and faculties.
- xix. To maintain the entire stock of Bed sheets, linen, blankets, pillows, curtain etc. and to ensure that they are given for laundry in time and are received back in time after cleaning and in the same quantity.
- xx. To bring to the notice of OSTC if the laundry work is not satisfactory.
- xxi. To arrange Tables/Chairs in the lawn for group photo/Lunch/Dinner.

- xxii. A complete list of all Furniture, Fixtures, Fittings /Loose item in each room will be provided by OSTC to the Contractor, who shall ensure their safety at all times and get them physically verified/checked twice a month with the concerned department of OSTC.
- xxiii. To contact OSTC panel Doctor in case of any medical aid required by the participant.
- xxiv. To do all other works as instructed by the College Authorities from time to time.
- xxv. The contractor is to provide estimate of the material / items required for smooth functioning of OSTC on quarterly basis in advance.

(All materials will be supplied by OSTC).

(B) ELECTRICAL MAINTENANCE SERVICES

The OSTC Complex is spread over an area of 16345 Sq. yards and there are 39 rooms in the hostel block, 4 lecture halls, office complex spread over 3 floors, library, dining hall, dormitory, Principal's Cottage, swimming pool and big lawn etc. The scope of work shall be as under:

- (i) The services are to be provided in the entire OSTC Complex including at leased accommodation provided to its officers at Faridabad and servant quarter.
- (ii) The services are to be provided for upkeep and maintenance of various electrical items / installations / fixtures / fittings / wiring and various appliances such as Geysers, Room Heaters, Inverters, Air conditioners, (Window, Split, tower, duct etc), Water coolers and electric motors of various capacities, TVs & Set Top Boxes, LCD Projectors, Neon-sign & sign-boards, FAX machine, Bain Marie, Electric Mixer & Grinder, Deep Freezer, DG Sets, Synchronizing panels, Solar power plant 25KWP, Water Softner Plant, fountain and swimming pool plants, Water Bore system (including submersible pumps and cables), Refrigerators, 500 KVA Substation comprising of Transformer, Vacuum Circuit Breaker, Electric panels, Electric Meters, Electric Poles. Televisions LCD/ LED, 3 CISCO Video conferencing units, Fans, Door Bells, Irons, Table lamps, tube lights / other lights, Exhaust fans, Insect catcher, shoe shiner, desert coolers, UPS, stabilizers, cables, telephones, EPABX system and LAN wirings, hot cases, electric kettles, toaster, griller, sandwich maker, vacuum cleaner etc. This list is illustrative and not exhaustive.
- (iii) The service provider shall be responsible for upkeep, regular maintenance and necessary repairs of all electrical items mentioned in (ii) above.
- (iv) The service provider will be responsible for day to day maintenance and incidental works related thereto in respect of all electrical equipment and Electrical installations as mentioned in Para 2 above ensuring that the work is carried out in accordance with conditions, specifications and relevant Indian Standards and as per instructions of the OSTC. The service provider will ensure general / minor / routine repairs wherever necessary. Cost of all spares etc. shall

be borne by OSTC.

(v) For other repairs of items which require special tool, equipment or skills and cannot be repaired in house, the Contractor / Service Provider will assist OSTC in getting the items repaired from external vendors and cost of transportation the item, cost of parts and labour charges etc, shall be borne by OSTC.

(vi) The decision of OSTC officers with regard to repairability of any item in house or by outside agency, shall be final & binding upon the Contractor / Service Provider.

(vii) The Contractor / Service Provider will also be responsible for :

a). Running and maintenance of all 3 DG Sets installed at OSTC, round the clock in 3 shift basis (cost of fuel and spare parts will be borne by OSTC) and also the repair and maintenance of the Dual Fuel Kits with each DG Set, if fitted.

Maintain Log book indicating the time and duration of operation of DG sets on diesel mode as well as on PNG mode separately on day to day basis; maintain record of the stock of diesel and PNG, purchased, consumed and balance available; assist in purchasing diesel from the Petrol pump / supply of PNG; inform to the concerned department in OSTC well in advance for purchase of diesel in the format to be provided by OSTC; ensure that consumption of diesel by DG set is within the normal limit, and also ensure uninterrupted supply of PNG, if not, to ensure necessary action to restore the normal operations. Contractor to inform OSTC for necessary action.

When the repair / defect / fault / damage etc. cannot be done by the contractor, a detailed report of such faults/ damages has to be submitted, where the specialized assistance is required, then the Contractor will render their services for arranging repairs from outside agency, under consultation will OSTC and the cost of material and service charges will be borne by OSTC. The decision of OSTC will be final.

If any lapse is found in this regard, suitable penalty in addition to recovery of loss or damage caused, shall be recovered from the bills payable to the Contractor / Service Provider or from the Performance Security Deposit lying with OSTC.

b). Running and maintenance including cleaning of all Solar System installed at OSTC with proper maintenance of records of unit generated and consumed.

c). Running and maintenance of Water Softner plant installed at OSTC with proper maintenance of records in reference to electrical matters.

d). Changing of fused Bulbs, tube lights / other lights, burnt wire, cables and / or other electrical items requiring change due to damage. To maintain proper record and inventory of all damaged as well new items. OSTC reserves the

right to inspect damaged items at any time. The disposal of damaged items including consumables, will be done after inspection and supervision by OSTC.

e). Regular cleaning of all electrical equipment / Items.

f). Periodical servicing of Air conditioners(Window and Split), Window/split/Tower/duct able ACs installed in Hostel Rooms, Ground floor, 1st floor and 2nd floor lobby and Dining Hall.

g). In case of development of any fault in the electrical system/installation /equipment /cable /anywhere in the College campus / official & / or leased accommodation of OSTC officers, finding out the reason of faults by using various test meters and getting the faults rectified.

h). Liaison with the Electricity department / DHBVNL / PNG / diesel, supplier, if required for rectification of any electrical breakdowns / faults. Liaison with concerned departments whenever there is disruption of supply and to ensure that electric supply is restored as early as possible with regular follow up. Contractor has to maintain the record of complaints made along with follow up and show to OSTC on demand.

i). Liaison with the manufacturer / supplier or any AMC service provider for rectification of any fault / damage to equipment which are under warranty / guarantee / AMC contract or which require expertise from a specialist in the field.

j). Liaison with Telephone Deptt / Telecom Company if required for rectification of any breakdowns / faults in telephone / fax / broadband lines etc.

k). Shifting any AC (Window, split or tower) / other equipments installed in the College from one place to other without any extra cost.

l). Ensuring that requisition is given in advance to OSTC for maintaining a stock of consumable and frequent requirement of materials such as tube lights / other lights, Bulbs, Tapes, wires, plugs, Switches etc.

m). Ensuring that TV's, Computers, Tube lights / other lights, Bulbs, fans, Geysers, Heaters, AC's etc. in rooms and at other places are put off when not being used.

n). Ensuring that rooms are checked when officers are attending classes to confirm that all electrical items / fittings are in order.

o). Attend to complaints written by the trainee officers or OSTC representatives in the complaint register regarding any fault in the electrical equipment maintained at the reception and ensure that it is resolved same day.

- (viii) Cost of all electrical tools / implements / Equipment such as Test meters, Gum boots and gloves required for repair and maintenance work by the electricians will be borne by OSTC. The Contractor shall be responsible for safe upkeep of the tools spare parts, tools & equipment etc. provided by OSTC. On the completion or cancellation of the contract, the Contractor / Service Provider shall return such tools, implements, spare parts and equipment etc. In case of any shortfall, the cost of the same shall be recovered from the bills payable and / or Performance Security Deposit.
- (ix) If the standard of services, as mentioned above or elsewhere in the tender document, are not maintained to the satisfaction of OSTC authorities, appropriate penalty as specified will be imposed and amount thereof will be deducted from the monthly bill and / or Performance Security deposit. Decision of the Principal OSTC as to the penalty amount shall be final and binding on the Contractor / Service Provider.
- (x) Any loss or damage to any equipment under repair or implements supplied to the Contractor / Service Provider shall be made good by the Contractor / Service Provider.
- (xi) On termination of the contract, the Contractor shall hand over peaceful possession of the OSTC premises and property together with Electrical fittings Equipment, installations, spare parts, tools implements etc. in good condition.

NOTES:

- 1). The above mentioned works are illustrative and not exhaustive. The Contractor / Service Provider shall be responsible to carry out / assist in carrying out all jobs of similar nature.
- 2). In addition OSTC may assign any work in respect of Maintenance of Electrical Installations / Equipment of the College and / or official residence / leased accommodation of officers of OSTC.
- 3). Frequency and timing of the work can be altered at the discretion of OSTC looking into the needs, and quantum of work.
- 4). The no. & category of workers to be deployed at OSTC for the assignments illustrated above and for whom reimbursement will be made is as under:

Designation	No. to be deployed	Category of workers and Minimum Wages applicable
Electrical Supervisor/ Head Electrician	02	Highly skilled
Electricians / DG Set operators	02	Skilled
Electrician Helper	01	Semi Skilled

5). OSTC reserves the right to change the no. & category of workers.

- 6).** The contractor is to provide estimate of the material / items required for smooth

functioning of OSTC on quarterly basis in advance.

(C) GARDENING SERVICES:

- 1) The Service Provider/Contractor shall carry out the work in accordance with the conditions, specifications and relevant Indian Standards and as per instructions of the OSTC.
- 2) The Service Provider/Contractor shall keep the usage of the water and electricity to a reasonable level. If it is found that water and electricity are not used properly and involves wastage of these resources, the OSTC reserves the right/option to levy charges/penalty on the Service Provider/Contractors.
- 3) The Service Provider/ contractor shall be responsible for total maintenance of lawns/greenery in the OSTC premises including blocks (parks) in front of OSTC on Delhi-Mathura road. The work includes preparation of nursery raising plants, cutting of grass, cleaning of all green belts, pruning of plants, trees, maintenance of hedge inside and outside OSTC, watering and maintenance of plants, spray of pesticide and insecticide and taking care of fauna in OSTC premises and in garden area.
- 4) The procurement of fertilizer, purchase of plants/seeds/gardening implement etc. Cost of material such as gardening tools, fertilizers/seeds, chemicals, Plants etc. and their transportation from place of purchase to OSTC shall be borne by OSTC.
- 5) It will be the responsibility of the Service Provider/ Contractor to store the materials purchased by OSTC for Gardening, properly in the space provided by the OSTC. The security of such material will be the sole responsibility of the Service Provider/Contractor.
- 6) The Service Provider/ Contractor shall return all materials, gardening implements/tools supplied by the OSTC to it on termination/completion of the contract for any reason whatsoever.
- 7) On termination of the contract, the Service Provider/ Contractor shall discontinue use of and hand over peaceful possession of the OSTC premises together with Tools, Fertilizers, Chemicals, seeds and/or other items therein good condition.
- 8) The Service Provider/Contractor shall ensure that once the plants are purchased, their seeds are obtained and stored for the next season. Similarly, those plants whose cuttings (stems) can be utilized for preparing new plants be also done.
- 9) Repair of tools/implements of Gardening will be the duty of Service Provider/Contractor. Cost of repair and transportation will be borne by OSTC.
- 10) Service Provider/Contractor shall ensure that flower pots are decorated in the office, lobbies, lecture halls, pathways and other places so as to give an elegant look to OSTC.

- 11)** Service Provider/Contractor shall be responsible to ensure that the seasonal plants (summer and winter) seeds are grown well in time.
- 12)** Service Provider/Contractor shall ensure that the bushes are made into different designs by the use of Jaal (net).
- 13)** Service Provider/Contractor shall obtain permission from the concerned department/Authorities for pruning/cutting/removing any tree from OSTC Campus. After the receipt of permission Service Provider/contractor shall be responsible for pruning/cutting/removing the trees.
- 14)** In addition OSTC may assign any work in relation to Gardening work in the College not mentioned specifically above.
- 15)** Frequency and timing of the work can be altered at the discretion of OSTC looking into the needs and quantity of work.
- 16)** The contractor is to provide estimate of the material / items required for smooth functioning of OSTC on quarterly basis in advance.

ANNEXURE-VIII

“DEPLOYMENT OF WORKERS/SUPERVISOR”

Note: Shift Timings will be decided at the discretion of OSTC.

Common conditions for deployment of all contract workers

1. The Contractor/Supervisor will be required to furnish a schedule every week/fortnightly after consultation with OSTC regarding the shift duties of the various workers employed.
2. The Service Provider/Contractor shall deploy such workers who are courteous, trained, well mannered and disciplined. The workers engaged by the Contractor should observe the discipline and should ensure that the decency and decorum are maintained within the course of their employment. They shall abide by the disciplinary procedures, rules, regulation, guidelines; standing orders laid down by OSTC and shall strictly follow the instructions given by the representative or officer in charge of OSTC from time to time.
3. The experience and qualification can be relaxed at the sole discretion of OSTC depending upon the merits of each case individually. The contractor at his own does not have any authority to relax the experience and qualification.
4. Immediately on receipt of the work order, the Contractor will supply a list of names along with the bio-data (bio-data format will be given by OSTC) and photograph of all the persons to be deployed under this contract to OSTC with proper certification that they are satisfied with their bonafides and that their necessary verification has been done from the proper authorities including police verification. The workers to be deployed by the Contractor may be screened / interviewed by OSTC if necessary.
5. The services of the workers or Supervisor once approved by OSTC will not be dispensed with or they will not be replaced by the Contractor without the approval and consent of OSTC in writing.
6. OSTC may, at its discretion and subject to availability of space allow a few employees of the contractor to stay in the OSTC premises for early/late hour duties. Their presence, however, should not cause any nuisance to the normal functioning of the OSTC. They will not be permitted to bring their relative/friend/acquaintance for overnight stay in College premises and in case of any breach of this condition OSTC may impose penalty and terminate the contract without any notice .
7. OSTC has the discretion to increase/decrease the number of all contract workers. Accordingly amount payable per month will also increase/decrease as per Minimum Wages Act and %age service charges quoted in the Financial Bid.
8. OSTC has the discretion and may ask the contractor to deploy workers of other category such as Yoga teacher, carpenter, Painter, mason, mistri, washerman etc. The eligibility criteria for such workers such as qualification,

experience etc. will be decided by OSTC. These categories of workers will be included and contractor will be paid as per category of workers (Minimum Wages Act) and % service charge quoted in the Financial Bid.

9. The OSTC reserves the right to expel any employee of the Contractor who is found guilty of misconduct.
10. In addition to the specified job for which the workers are deployed, the OSTC may assign any work with relation to Housekeeping and maintenance of OSTC to any workers.
11. Supervisor appointed by the Contractor shall oversee all the affairs of Housekeeping at all times. This person should have full authority and resources for efficient running of Housekeeping services, Plumbing & driving.
12. The Contractor shall ensure that the working hours of the workers and Supervisor are so segregated so as to suit the timings for housekeeping and that it does not exceed the minimum number of hours as stipulated under the relevant statutory act.
13. Electrical Supervisor appointed by the Contractor shall oversee all the affairs of Electrical items at all times and must have technical expertise to discharge obligations under the Tender.
14. The Deployment of Gardener(s) / Supervisor and allowing of weekly off shall be at the discretion of OSTC.
15. The Service Provider/contractor shall take suitable measures in case there any worker fails to observe discipline and decency in the campus as may be brought to the knowledge of the Service Provider/contractor and shall make immediate replacement of such workers who are habitually indulging in commissions & omissions of acts which would render the services of the Service Provider/Contractor ineffective. In case of failure to do so on the part of the Service Provider/contractor, OSTC would be at liberty to restrict the entry of such workers inside the OSTC campus and in such an event necessary deduction shall be effected from the monthly bills of the Service Provider/Contractor.
16. All workers engaged by the Service Provider/Contractor should be healthy, physically fit and free from communicable diseases.
17. Salary and benefits payable to Supervisor /workers shall be paid through ECS / Net-banking directly to the Bank account of the respective worker. Proof in support of such remittance to the credit of the concerned worker(s) should be submitted every month with the bill.
18. The Contractor shall be responsible for taking good care of all Buildings/Furnitures/Fixtures/Fittings/Electric/Electronic/Computer items etc. The plumbers, supervisors, receptionists, sweepers and other workers to be deployed by contractor should have adequate experience of working in a reputed institution. Besides experience, the Supervisor and Receptionists should have studied preferably up to 12th Std and should possess working knowledge of Hindi and English.

19. Driver: Driver should have good driving skills and have a valid effective driving license during the period of contract. He/ she can be allotted any work related with Housekeeping and maintenance in addition to his regular job of driving wherever require.
20. Plumber: He/ She should be capable of handling of all work related with plumbing the job includes testing & maintenance of pumps, motors and other water related equipment such as swimming pool, fountains, Water Softner Plant in proper coordination with electrical staff. He/ she can be allotted any work related with Housekeeping and maintenance in addition to his regular job of plumbing wherever require.

(A) HOUSEKEEPING SERVICES:

The Contractor shall employ under mentioned employees for rendering satisfactory services on all days.

Sr. no.	Type of workers	Qualifications	Experience	No. of workers	Category for the purpose of Minimum Wages	Timings
1	Supervisor	12 th pass	5 year experience	01 (One)	Highly Skilled	Shift timing as per OSTC requirement (For duty of 8 hours daily excluding Lunch time of one hour)
2	Receptionist	10 th pass	5 year experience	03(Three)	Skilled	
3	Driver	8 th pass	5 year experience	01(One)	Skilled	
4	Assistant Plumber	10 th pass	5 year experience	01 (One)	Semi-Skilled	
5	Room Boys	-	-	04 (Four)	Unskilled	
6	Sweepers	-	-	04 (Four)	Unskilled	

(B) ELECTRICAL MAINTENANCE SERVICES :

The Contractor shall employ under mentioned employees for rendering satisfactory services on all days.

Type of Workers Qualifications Experience	No. required	Timings
Electrical Supervisor Diploma /Certificate in Electrical/Instrumentation from ITI / Polytechnic / equivalent with at least 7 yrs experience in handling electrical fittings / installations / DG sets & synchronizing panels, Solar system.	Two	As per OSTC Requirement
Electrician 8 th pass and / or Knowledge of handling Electrical equipment / installations at commercial level with 10 years experience	Two	As per OSTC Requirement
Electrician Helper 5 th pass and / or Knowledge of handling Electrical equipment / installations at commercial level with 5 years experience	One	As per OSTC Requirement

(C)GARDENING SERVICES :

The Service Provider/ Contractor shall be responsible for taking good care of all Lawns and Parks in OSTC including adjoining areas/space. The Head Gardener/Gardener should have an experience of at least two years for similar work in a reputed institution/organization.

The Service Provider/Contractor shall employ under mentioned workers for rendering services on all days.

No. of Head Gardner (Supervisor)	One (Semi Skilled)
No. of Gardeners	Three (Unskilled)
Time	8.00 AM to 5.00PM (For duty of 8 hours daily excluding Lunch time of one hour)

ANNEXURE-IX

Uniform for all Contract Workers

The Service Provider/Contractor will arrange to provide winter and summer uniform along with shoes to each Contract Workers within 15 days of award of work on yearly basis. The design /colour/ quality/fabric/cost of the uniform and the brand of shoes to be provided will be approved by OSTC.

The Contractor/ Service Provider shall provide uniform (Two Shirts, Two Trousers, Two pair of Socks, One Belt, one pair of Shoes or one pair of Sandals or one pair of Chappal, one Safa for covering head (for Gardeners) one Jacket or Sweater (in Winter) per year to the workers of all categories deployed by them at OSTC. The cost of the uniform and shoes etc. for such Workers will be reimbursed by OSTC to Service Provider/Contractor on actual basis alongwith service charges quoted in the financial bid. The Service Provider/Contractor has to ensure that the uniforms are maintained properly and always kept neat and clean by their workers.

The Service Provider shall be responsible for providing new uniform and shoes if the same are damaged by his workers before its replacement is due. The cost of such replacement will be borne by the Service Provider/contractor. The Service Provider/ Contractor shall be responsible for washing/ironing/maintenance/ pre-mature replacement of the Uniform and expense thereof shall be borne by Service Provider/contractor. Accordingly, provision thereof may be kept while quoting the rates in the financial bid.

ANNEXURE-X

“SERVICE CHARGES”

[COST OF SERVICES]

The number & category of workers to be deployed at OSTC for the administration of this contract for various Services shall be as under:

1. Housekeeping Services:

Designation	No. to be deployed	Category for the purpose of Minimum Wages
Supervisor	01	Highly Skilled
Receptionists	03	Skilled
Driver	01	Skilled
Assistant Plumber	01	Semi-Skilled
Room Boys	04	Unskilled
Sweepers	04	Unskilled

2. Electrical Maintenance Services:

Designation	No. to be deployed	Category for the purpose of Minimum Wages
Electrical Supervisor/ Head Electrician	02	Highly skilled
Electricians/ DG Set operators/ Solar System operators	02	Skilled
Electrician Helper	01	Semi-skilled

3. Gardening Services:

Designation	No. to be deployed	Category for the purpose of Minimum Wages
Gardening Supervisor/ Head Mali	01	Semi skilled
Gardeners/ Mali	03	Unskilled

The payment to Service Provider / Contractor i.e. their monthly Bill will comprise of two components (Statutory payments and Fixed Charges) as under:

I. Statutory Payments: The Service Provider/Contractor will be required to make following statutory payments to all Categories of workers and remit contribution to Statutory Authorities as under:

- (a) Minimum Wages to Supervisor / Receptionists / Plumber / Room Boys / Sweepers/ Driver/ Electricians/ Gardeners as per Minimum Wages Act 1948 as notified/ revised by Chief Labour Commissioner - Central, Ministry of Labour and Employment, Government of India as long as Faridabad is a part of Delhi NCT else the Minimum wages of Haryana State as fixed by Labour Department, Haryana Government, will be applicable. A copy of the latest Gazette Notification dated 26.09.2023 issued by Chief Labour Commissioner (Central), Ministry of Labour and Employment, Government of India with regard to payment of minimum wages applicable as on date is annexed with the Financial Bid document for information and further revision in rates in future will be guided by Gazette Notification by the labour Department, Govt. of India.
- (b) Employers' contribution toward PF under EPF Act 1952, as amended,
- (c) Employers' contribution toward ESI Scheme under ESI Act 1948, as amended for eligible contract workers,
- (d) Payment of compensation for overtime /weekly off/National holiday/any other holiday, as applicable
- (e) Any other payment to ensure compliance of various statutes of the Central Govt. or State Govt. and /or any other Authority constituted by or under any law and as amended from time to time and or any other rule framed there under from time to time by, for the category of persons deployed by the Service Provider Contractor.

Notes:

The above Supervisor / Receptionists / Plumber / Room Boys / Sweeper/ Driver/ Electricians/ Gardeners (deployed by the Service Provider/Contractor) will be responsible for execution of Housekeeping / Electrical Maintenance / Gardening work of OSTC Campus as mentioned in Annexure - VII titled 'Scope of Service'

II. Fixed %age monthly Charges: These are the monthly Administrative/ Service Charges which are quoted by the Service Provider/Contractor as fixed % age of the Statutory Payments specified under (I) above & payments on account of other benefits listed our under 4 & 5 below. The amount under this head will be paid in addition to the statutory amount paid by Service Provider/Contractor, as % age of the total amount paid by them to the Supervisor / Receptionists / Plumber / Room Boys / Sweepers/ Driver/ Electricians/ Gardeners. Employer's contribution towards PF/ESI will be reimbursed by OSTC to the Service

Provider/Contractor on submission of effective proof of remittance for eligible employee of contractor as defined as per PF/ESI act.

Notes :

During the period of Contract the Service Provider/Contractor will be paid (I) Statutory payment plus (II) Fixed %age Administrative/ Service Charges as above and they have to keep a note of following:

1. The amount will be paid to Service Provider/Contractor following release of amount by them to their workers and depositing the amount(s) with Statutory Authorities. Employer Contribution towards PF & ESI along with EDLI and admin charge paid to PF department by the service provider/ contractor (details as per Annexure XVIII & XIX) in respect of the workers deployed by the Service Provider/contractor will be reimbursed on submission of documentary proof of such remittances along with %age of on Administrative/ Service Charges.
2. GST as applicable shall be extra and borne by OSTC.
3. All statutory deductions such as TDS, surcharge, Education cess, Higher education cess etc. will be deducted from the total bill amount as applicable from time to time.
5. Service Provider/Contractor shall arrange uniform (summer, winter including shoes) as stipulated by OSTC and reasonable actual cost thereof will also be reimbursed to Service Provider/Contractor by OSTC along with fixed %age Administrative/ Service charges. Service Provider/Contractor shall be responsible for washing/cleaning/ironing of uniform for which separate expenses will neither be claimed nor paid by OSTC. Service Provider /Contractor shall be responsible for **premature replacement of uniform and shoes.**
6. The charges towards wages etc (as mentioned under I above) shall keep on varying depending upon revision in minimum wages rates and facilities provided by the Service Provider/ Contractor to its workers as per this tender.
7. The % age of monthly Administrative/ Service charges will however remain fixed during the Contract period but the actual amount of monthly Administrative/ Service Charges will keep on varying depending upon the reimbursement amount that will be claimed/ payable every month on account of revision in wages etc as per Minimum Wages Act. and other permitted benefits provided to the all contract workers deployed at OSTC as per this tender.
8. OSTC will reimburse the cost of WC, PA & life, and Medclaim Premium for all contract workers on submission of requisite policy along with proof of payment to OSTC on Monthly/ yearly basis.

ANNEXURE-XI

BILLING PROCESS AND DOCUMENTS

S.N.	REQUIREMENT	TIMELINE	INFORMATION REQUIRED	SUPPORT DOCUMENTS
1.	Bill for charges (i.e. Reimbursement of wages and statutory deposits along with fixed %age service charges deposited by contractor to concern department in respect of all contract workers \ + fixed %age monthly Administrative/ Service charges)	To be raised every month.	Following information is required in the bill a) Bill No./date clearly written b) GST number [GST will be payable in case the invoice does not bear the GST number] c) PAN Number d) any other information prescribed by OSTC.	a) Photocopy of the Muster Roll (attendance register) of the month duly endorsed by the Contractor/Works Manager. b) Photocopy of Overtime and Penalty register in respect of all contract workers. c) Salary receipt sheet of that month on the format (AS per Annexure XX) prescribed under the relevant statutes. d) Photocopy of challan of previous month in respect of EPF and ESI duly deposited with the appropriate authority (Employers and Employees contribution) along with list of all the contract workers bearing PF/ESI number, their individual amount of PF/ESI deposited (Employers and Employees share). The challan should not include the PF/ESI contribution of the other firms of the contractor. e) ECS mode of payment only f) Any other document as required by OSTC.

PAYMENT CRITERIA

S.N	PAYMENT MODE	PAYMENT AGAINST	TIMELINE	DEDUCTIONS
1.	ECS	Bill raised for charges.	Within 15 days From receipt of bill.	Deductions, if any, will be made as per Tender and Agreement

ANNEXURE – XII

LIST OF PRESENT AND PAST CLIENTS

(Please give complete details as per the following format. The information provided will facilitate evaluation of your Technical Bid)

Sr No	Name of the Organization with complete postal address mentioning Pvt Sector / Govt Body / PSU / Hotel / Training Institute etc	Name and Designation of the contact person with Tel. No. / Mob No./ Email ID	Period for which the contract was awarded.	No. of persons deployed by your firm / Company	Nature of work & annual turnover from this client.

ANNEXURE – XIII

**Certificate regarding confirmation of No. of
Manpower of Housekeeping Staff, Gardeners &
Electricians on rolls of the Bidder
As on 30.09.2023**

I/ We, _____, the tenderer for providing Manpower of Housekeeping, Gardening & Electrical services at OSTC Campus of the Oriental Insurance Company Limited, Sector-11, Bata Mor, Mathura Road, Faridabad hereby confirm that the total no. of contract workers on my/ our rolls as on 30.09.2023 is (No. of figures : _____) (no. in words: _____) .

The site/ contract wise breakup of the same is as under:

S. no.	Name of the Principal employer	Site / location address	No. of Manpower regarding Housekeeping Staff, Gardeners & Electricians provided by us in the same as on 30.09.2023
		Grand Total :	

Signature & Seal of the Tenderer

Certified that the figure regarding no. of Manpower regarding Housekeeping Staff, Gardeners & Electricians on rolls of Mr. / M/S. _____, the tenderer for providing Manpower of Housekeeping, Gardening & Electrical services as mentioned above is true as per their books of accounts & other records like PF/ ESI etc. as on 30.09.2023.

ANNEXURE- XIV

CERTIFICATE FROM CHARTERED ACCOUNTANT FOR TURNOVER AND PROFIT EARNED OF BIDDER/ TENDERER DURING THE LAST THREE FINANCIAL YEARS

I / We, M/s _____, the Bidder/Tenderer for providing manpower of Housekeeping, Electrical Maintenance & Gardening Services on Monthly Contract Basis, hereby confirm that the minimum Annual Turn-Over of the firm/company and profit earned during the last three financial years i.e. 2020-21, 2021-22 & 2022-23 equal to or more than Rs.1 Crore. 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	2020 - 21	Rs.	Rs.
2	2021 - 22	Rs.	Rs.
3	2022 - 23	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 three 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.

ANNEXURE -XV

ACCEPTANCE LETTER

(On the letter Head of the firm/ Agency)

TO,

The Principal
Oriental Insurance Company Limited
Oriental Staff Training College
Sector 11, Bata More, Mathura Road
Faridabad

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 manpower of Housekeeping, Electrical
Maintenance & Gardening Services on Monthly Contract Basis

The Tender Document for providing manpower of Housekeeping, Electrical Maintenance & Gardening Services on Monthly Contract Basis floated by The Oriental Staff Training College have been purchased / downloaded through GeM/ 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 Staff Training College, Sector 11, Bata More, Mathura Road, Faridabad. 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 to forfeit the Earnest Money absolutely deposited by me / us along with the tender document and performance 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.

The required Earnest Money Deposit is enclosed herewith in the form of Demand Draft of Rs..... drawn on Bank payable at FARIDABAD.

Thanking you,

Yours faithfully,

SIGNATURE OF BIDDER/TENDERER WITH DATE AND RUBBER STAMP

Signature and Seal of Tenderer

[illegible]

***Any other statutory component(s) if made mandatory by the proposed Labour Codes by Government of India.

Authorized Signatory with Company's Stamp

ANNEXURE XVII

STATEMENT OF CALCULATION OF AMOUNT PAYABLE TO WORKER FOR THE MONTH OF 2023

S. No	Name	Designation	Bank Account Number	Minimum Wages	Total Wages for the month	Deductions				Total Amount Payable to Worker	E-Transaction Number with copy of Slip
						EPF @ 12%	ESI @ 0.75%	Insurance Premium (*Medicclaim, WC, PA & life** Yearly/ monthly)	Any other statutory payment ***		
GRAND TOTAL :											

* Note: Premium for Employees Compensation Policy (WC Policy) covering Compensation liability , Floater Mediclaim Policy (of specified Sum Insured covering Self, Spouse and 2 dependent children) (If ESI is not applicable)

** PA and life Policy {GPA / PMSBY and PMJJBY/ any policy covering death risk up to 5 Lac Rupees }

***Any other statutory component(s) if made mandatory by the proposed Labour Codes by Government of India.

For M/s
Authorized Signatory with Company's Stamp

Signature and Seal of Tenderer

ANNEXURE XVIII

TO WHOMSOEVER IT MAY CONCERN

Date:

This is to certify that we have deposited ESI Contribution for the month of, 2023 vide Challan No..... dated (copy enclosed) in respect of our Establishment (Party Code :) which includes ESI Contribution for the month of , 2023, in respect of the following Contract workers deputed for The Oriental Staff Training College as per details given below:-

S. No	Name of Workman	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 M/s
Authorized Signatory with Company's Stamp

ANNEXURE XIX
TO WHOMSOEVER IT MAY CONCERN

Date:

This is to certify that we have deposited EPF Contribution for the month of , 2023 vide Challan No. dated (copy enclosed), in respect of our Establishment (Establishment Code :) which includes EPF Contribution for the month of , 2023, in respect of the following Contract workers deputed for The Oriental Staff Training College:-

S.No	NAME OF WORKMAN	EPF NUMBER
1	Shri	
2	Shri	

The total amount of contribution of EPF, in respect of the above-noted contract workers for the month of , 2023, deposited vide above-referred challan is as per details given below :-

S.No	Particulars	A/C 1 PF Contribution	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 M/s
Authorized Signatory with Company's Stamp

Signature and Seal of Tenderer

ANNEXURE -XX

(Contract worker)

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 contract worker for Eight hours Daily Duty (excluding lunch time as per Tender) on Six days a Week Basis as notified by Government		
2	EPF (Employer's Contribution @ 12% on Minimum Wages for 8 hours duty (Column 1)		
3	Administration Charges of EPF @ 0.50% of Minimum Wages for 8 hours duty Column 1)		
4	Employees Deposit Linked Insurance (EDLI) @ 0.50% of Minimum Wages for 8 hours duty (Column 1)		
5	ESI (Employer's Contribution) @ 3.25% of Minimum Wages for 8 hours duty (Column 1)		
6	Insurance Premium (*Mediclaime, WC, PA & life** Yearly/ monthly) (a) Premium for Employees Compensation Policy (WC Policy) covering Compensation liability , Floater Mediclaime Policy (of specified Sum Insured covering Self, Spouse and 2 dependent children) (If ESI is not applicable) (b) PA and life Policy {GPA / PMSBY and PMJJBY/ any policy covering death risk up to 5 Lac Rupees		
7	Fixed yearly uniform charges		
8	Any other statutory component(s) if made mandatory by the proposed Labour Codes by Government of India.		
9	Total Monthly cost per worker for Eight hours duty on six days a week (excluding service charges)		
10	Service Charge as quoted		
11	GST as applicable		
12	Grand total (9+10+11)		

ANNEXURE - XXI

Pro forma for Performance Security Deposit / Bank Guarantee

To: (Name of Purchaser)

WHEREAS..... (Name of Supplier) (Hereinafter called "the Supplier")
has undertaken, in pursuance of Contract for **Providing Workforce for House Keeping, Electrical
Maintenance & Gardening Services on contractual basis at OSTC Faridabad** dated..... 2023

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a
Bank Guarantee by a recognized Bank for the sum & period specified therein, as performance security deposit
for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up
to a total of Rs.7,00,000/-,(Rupees Seven Lacs only) and we undertake to pay you, upon your first written
demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or
sums within the limit of Rs.7,00,000/-,(Rupees Seven Lacs only) as aforesaid, without your needing to prove
or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until theday of.....

Signature and Seal of Guarantors (Supplier's Bank)

.....

Date.....

Address.....

.....

(Bank Guarantee can be substituted by Fixed Deposit of Rs.7,00,000/- pledged in favor of "The Oriental
Insurance Company Limited")

.....

ANNEXURE - XXII

Non-Disclosure Agreement

(On Rs.100 Non-Judicial stamp paper)

This Non-Disclosure Agreement made and entered into at..... This ... day of..... 2022

BY AND BETWEEN..... Company Limited, a company incorporated under the

Companies Act, 1956 having its registered office at (Hereinafter referred to as the Vendor which expression unless repugnant to the context or meaning thereof be deemed to include its permitted successors) of the ONE PART;

AND

The Oriental Insurance Company Ltd, having its headquarter and Corporate Office at Block - 4, Plate-A, NBCC Office Complex, Kidwai Nagar East, New Delhi - 110023. (hereinafter referred to as "OICL" which expression shall unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns) of the OTHER PART.

The Vendor and The Oriental Insurance Company Ltd are hereinafter collectively referred to as "the Parties" and individually as "the Party"

WHEREAS:

1. The Oriental Insurance Company Ltd is engaged in the business of providing financial services to its customers and intends to engage Vendor for providing

2. In the course of such assignment, it is anticipated that The Oriental Insurance Company Ltd or any of its officers, employees, officials, representatives or agents may disclose, or deliver, to the Vendor some Confidential Information (as hereinafter defined), to enable the Vendor to carry out the aforesaid assignment (hereinafter referred to as " the Purpose").

3. The Vendor is aware and confirms that all information, data and other documents made available in the RFP/Bid Documents/Agreement /Contract or in connection with the Services rendered by the Vendor are confidential information and are privileged and strictly confidential and or proprietary of The Oriental Insurance Company Ltd. The Vendor undertakes to safeguard and protect such confidential information as may be received from The Oriental Insurance Company Ltd

NOW, THEREFORE THIS AGREEMENT WITNESSED THAT in consideration of the above premises and the Oriental Insurance Company Ltd granting the Vendor and or his agents, representatives to have specific access to The Oriental Insurance Company Ltd property / information and other data it is hereby agreed by and between the parties hereto as follows:

1. Confidential Information:

(i) "Confidential Information" means and includes all information disclosed/furnished by The Oriental Insurance Company Ltd to the Vendor whether orally, in writing or in electronic, magnetic or other form for the limited purpose of enabling the Vendor to carry out the proposed Implementation assignment, and shall mean and include data, documents and information or any copy, abstract,

Signature and Seal of Tenderer

extract, sample, note or module thereof, explicitly designated as "Confidential"; Provided the oral information is set forth in writing and marked "Confidential" within seven (7) days of such oral disclosure.

(ii) The Vendor may use the Confidential Information solely for and in connection with the Purpose and shall not use the Confidential Information or any part thereof for any reason other than the Purpose stated above.

Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within seven (7) days of such disclosure. Confidential Information does not include information which:

(a) is or subsequently becomes legally and publicly available without breach of this Agreement by either party,

(b) was rightfully in the possession of the Vendor without any obligation of confidentiality prior to receiving it from The Oriental Insurance Company Ltd,

(c) was rightfully obtained by the Vendor from a source other than The Oriental Insurance Company Ltd without any obligation of confidentiality,

(d) was developed by for the Vendor independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence, or is/was disclosed pursuant to an order of a court or governmental agency as so required by such order, provided that the Vendor shall, unless prohibited by law or regulation, promptly notify The Oriental Insurance Company Ltd of such order and afford The Oriental Insurance Company Ltd the opportunity to seek appropriate protective order relating to such disclosure.

(e) the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality;

(f) is released from confidentiality with the prior written consent of the other party.

The recipient shall have the burden of proving hereinabove are applicable to the information in the possession of the recipient. Confidential Information shall at all times remain the sole and exclusive property of the disclosing party. Upon termination of this Agreement, Confidential Information shall be returned to the disclosing party or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of each of the parties.

Nothing contained herein shall in any manner impair or affect rights of The Oriental Insurance Company Ltd in respect of the Confidential Information.

In the event that any of the Parties hereto becomes legally compelled to disclose any Confidential Information, such Party shall give sufficient notice to the other party to enable the other Party to prevent or minimize to the extent possible, such disclosure. Neither party shall disclose to a third party any Confidential Information or the contents of this Agreement without the prior written consent of the other party. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the receiving party applies to its own similar confidential information but in no event less than reasonable care.

The obligations of this clause shall survive the expiration, cancellation or termination of this Agreement

2. Non-disclosure: The Vendor shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the Vendor who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Vendor shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. That a copy of the agreement shall also be given to OICL. The Vendor may disclose Confidential Information to others only if the Vendor has executed a Non-Disclosure Agreement with the other party to whom it is disclosed that contains terms and conditions that are no less restrictive than these presents and the Vendor agrees to notify The Oriental Insurance Company Ltd immediately if it learns of any use or disclosure of the Confidential Information in violation of terms of this Agreement.

Notwithstanding the marking and identification requirements above, the following categories of information shall be treated as Confidential Information under this Agreement irrespective of whether it is marked or identified as confidential:

- a) Information regarding The Oriental Insurance Company Ltd and any of its Affiliates, customers and their accounts ("Customer Information"). For purposes of this Agreement, Affiliate means a business entity now or hereafter controlled by, controlling or under common control. Control exists when an entity owns or controls more than 10% of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority of another entity; or
- b) any aspect of The Oriental Insurance Company Ltd business that is protected by patent, copyright, trademark, trade secret or other similar intellectual property right; or
- c) business processes and procedures; or
- d) current and future business plans; or
- e) personnel information; or
- f) financial information.

3. Publications: The Vendor shall not make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of The Oriental Insurance Company Ltd.

4. Term: This Agreement shall be effective from the date hereof and shall survive the expiration, cancellation or termination of this Agreement.

The Vendor hereby agrees and undertakes to The Oriental Insurance Company Ltd that immediately on termination of this Agreement it would forthwith cease using the Confidential Information and further promptly return or destroy, under information to The Oriental Insurance Company Ltd, all information received by it from The Oriental Insurance Company Ltd for the Purpose, whether marked Confidential or otherwise, and whether in written, graphic or other tangible form and all copies, abstracts, extracts, samples, notes or modules thereof. The Vendor further agree and undertake to The Oriental Insurance Company Ltd to certify in writing upon request of The Oriental Insurance Company Ltd that the obligations set forth in this Agreement have been complied with.

Any provisions of this Agreement which by their nature extend beyond its termination shall continue to be binding and applicable without limit in point in time except and until such information enters the public domain

5. Title and Proprietary Rights: Notwithstanding the disclosure of any Confidential Information by The Oriental Insurance Company Ltd to the Vendor, the title and all intellectual property and proprietary rights in the Confidential Information shall remain with The Oriental Insurance Company Ltd.

6. Remedies: The Vendor acknowledges the confidential nature of Confidential Information and that damage could result to The Oriental Insurance Company Ltd if the Vendor breaches any provision of this Agreement and agrees that, if it or any of its directors, officers or employees should engage or cause or permit any other person to engage in any act in violation of any provision hereof, The Oriental Insurance Company Ltd may suffer immediate irreparable loss for which monetary compensation may not be adequate. The Oriental Insurance Company Ltd shall be entitled, in addition to other remedies for damages & relief as may be available to it, to an injunction or similar relief prohibiting the Vendor, its directors, officers etc. from engaging in any such act which constitutes or results in breach of any of the covenants of this Agreement.

Any claim for relief to The Oriental Insurance Company Ltd shall include The Oriental Insurance Company Ltd costs and expenses of enforcement (including the attorney's fees).

7. Entire Agreement, Amendment and Assignment: This Agreement constitutes the entire agreement between the Parties relating to the matters discussed herein and supersedes any and all prior oral discussions and / or written correspondence or agreements between the Parties. This Agreement may be amended or modified only with the mutual written consent of the Parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

8. Governing Law: The provisions of this Agreement shall be governed by the laws of India and the competent court at Delhi shall have exclusive jurisdiction in relation thereto.

9. Indemnity: The Vendor shall defend, indemnify and hold harmless The Oriental Insurance Company Ltd, its affiliates, subsidiaries, successors, assigns, and their respective officers, directors and employees, at all times, from and against any and all claims, demands, damages, assertions of liability whether civil, criminal, tortuous or of any nature whatsoever, arising out of or pertaining to or resulting from any breach of representations and warranties made by the Vendor. and/or breach of any provisions of this Agreement, including but not limited to any claim from third party pursuant to any act or omission of the Vendor, in the course of discharge of its obligations under this Agreement.

10. General: The Vendor shall not reverse - engineer, decompile, disassemble or otherwise interfere with any software disclosed hereunder.

All Confidential Information is provided "as is". In no event shall the Oriental Insurance Company Ltd be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by The Oriental Insurance Company Ltd constitutes any representation, warranty, assurance, guarantee or inducement with respect to the fitness of such Confidential Information for any particular purpose.

The Oriental Insurance Company Ltd discloses the Confidential Information without any representation or warranty, whether express, implied or otherwise, on truthfulness, accuracy,

Technical Bid_ Tender for providing workforce for House Keeping,
Electrical Maintenance & Gardening Services at OSTC Faridabad_2023
completeness, lawfulness, merchantability, and fitness for a particular purpose, title, non-
infringement, or anything else.

11. Waiver: A waiver (whether express or implied) by The Oriental Insurance Company Ltd of any of the provisions of this Agreement, or of any breach or default by the Vendor in performing any of the provisions hereof, shall not constitute a continuing waiver and such waiver shall not prevent The Oriental Insurance Company Ltd from subsequently enforcing any of the subsequent breach or default by the Vendor under any of the provisions of this Agreement.

In witness whereof, the Parties hereto have executed these presents the day, month and year first herein above written.

For and on behalf of ----- Ltd.

(_____)

(Designation)

For and on behalf of The Oriental Insurance Company Ltd

(_____)

(Designation)

Bid Security Declaration

To,
The Principal,
The Oriental Insurance Company Limited,
Oriental Staff Training College,
Sector 11, Bata Mod, Mathura Road
Faridabad (Haryana)- 121006

Sir/Madam,

**Re: Tender for Providing Workforce for House Keeping, Electrical Maintenance
& Gardening Services on contractual basis at OSTC Faridabad**

I/We, the undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security deposit, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Name: _____

Designation: _____

Date: _____

Signature: _____

Company Seal



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ANNEXURE "B"

INTEGRITY PACT

Between

THE ORIENTAL INSURANCE COMPANY LIMITED (OICL) hereinafter
referred to as "The Principal"

a n d

_____ hereinafter
referred to as "The Bidder / Contractor".

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for _____. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s). In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the Bid process and the execution of the Contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

1. The Principal Commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third period, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the Bid process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Bid process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC / PC Act (Prevention of Corruption Act), or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer.

Section 2 – Commitments of the Bidder(s) / Contractor(s)



1. The Bidder(s) / Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Bid process and during the contract execution.
 - a. The Bidder(s) / Contractor(s) will not directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or nonsubmission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC / PC Act, further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competitive or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents / representatives in India, if any. Similarly, the Bidder(s) / Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments will be made in Indian Rupees Only.
 - e. The Bidder(s) / Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f. Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
2. The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to the offences.

Section 3 – Disqualification from Bid process and exclusion from future contracts

If the Bidder(s) / Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) / Contractor(s) from the tender process or take action as per the procedure of THE ORIENTAL INSURANCE COMPANY LTD mentioned in the "Guidelines on Banning of business dealings"

Section 4 – Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the



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damages equivalent to Earnest Money Deposit / Bid Security.

2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract Value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

1. The Bidder declared that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6 – Equal treatment of all Bidders / Contractors / Subcontractors

1. In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.

2. The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal Charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor / Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval by the Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It would be obligatory for him/her to treat the information and documents of the Bidders/ Contractors as confidential. He reports to the Chairman cum Managing Director, The Agriculture Insurance Company of India Limited.

3. The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors.

4. The Monitor is under contractual obligation to treat the information and



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documents of the Bidder(s) / Contractor(s) / Subcontractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at. Later date, the IEM shall inform the CMD, OICL and recuse himself/herself from that case.

5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project, provided such meetings should have an impact on the contractual relations between the principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the principal and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

7. The Monitor will submit a written report to the CMD, OICL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposal for correcting problematic situations.

8. If the Monitor has reported to the CMD, a substantiated suspicion of an offence under relevant IPC /PC Act, and the CMD has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance commissioner.

9. The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

The Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by CMD of OICL.

Section 10 – Other provisions

(1) This agreement is subject to Indian Law; Place of performance and jurisdiction is the Registered Office of the Principal i.e. New Delhi.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come

Technical Bid-Tender for Providing Workforce for
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to an agreement to their original intentions.

(5) Issues like Warranty/Guarantee etc shall be outside the purview of IEMs.

(6) In the event of any contradiction between the Integrity Pact and its Annexure, the clause in the Integrity Pact will prevail.

(For & On behalf of the Principal)
(Office Seal)

(For & On behalf of Bidder/Contractor)
(Office Seal)

Place: _____

Date : _____

Witness 1:
(Name & Address)

Witness 2 :
(Name & Address)

Signature and Seal of Tenderer