



**TENDER DOCUMENT FOR PROVIDING
DRIVER
AT
REGIONAL OFFICE- COCHIN
JANUARY -2024**



**THE ORIENTAL INSURANCE COMPANY LIMITED
REGIONAL OFFICE,
METRO PALACE, GROUND FLOOR
NORTH RAILWAY STATION ROAD, ERNAKULAM, COCHIN - 682018**

THE ORIENTAL INSURANCE COMPANY LIMITED, REGIONAL OFFICE, COCHIN
Tender : OICL/KOCHI/ESTB/2023-24/01 dated 22.01.2024

**TENDER DOCUMENT FOR PROVIDING
DRIVER SERVICES
ON MONTHLY CONTRACT BASIS
at
Our Regional Office at COCHIN**



THE ORIENTAL INSURANCE COMPANY LIMITED
REGIONAL OFFICE,
METRO PALACE, GROUND FLOOR
NORTH RAILWAY STATION ROAD, ERNAKULAM, COCHIN - 682018

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CIN NO. : U66010DL1947GOI007158

**TENDER DOCUMENT FOR PROVIDING
“DRIVER SERVICES”
AT OICL, REGIONAL OFFICE
COCHIN**

PART-1 (TECHNICAL BID)

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PART I - TECHNICAL BID

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SECTION-1

NOTICE INVITING TENDER FOR PROVIDING DRIVER SERVICES ON MONTHLY CONTRACT BASIS

The Deputy General Manager, The Oriental Insurance Company Limited (OICL), COCHIN invites sealed tenders in the prescribed format under two bid system - Technical Bid (Part-I unpriced) & Financial Bid (Part-II priced) - from the Driver Service Providers fulfilling the Eligibility Criteria as under :-

1	The Contractor should be registered as a Firm with the appropriate Government Authority or a Company registered under the Companies Act (Attach Certificate of Incorporation).
2	The Contractor should be registered with the Government Labor Department and possess a valid license under the Contract Labor (Regulation and Abolition) Act for engaging the workers for providing them/deploying them in our Organization on contract basis. The Contractor will be required to attach relevant Certificate in this regard. In case any other permission/Certificate is required, the Contractor will be required to submit the same within one month of award of the work. Attach copy of License as proof.
3	The Contractor should be having valid ESI, EPF No., PAN No, GST Number and License Number for providing Contract Labor. Attach document in support of the same.
4	Regarding Annual Turnover of the contractor, Attach Certificate from Chartered Accountant.

Interested parties may submit bids in two separate envelopes duly super-scribed as “Technical Bid” and “Financial Bid”. Both these bids should be put in one big envelope super scribed “TENDER FOR PROVIDING DRIVER SERVICES ON MONTHLY CONTRACT BASIS”. The Bidder is requested to sign all the papers comprising Technical Bid, Financial Bid and all the Annexures attached. Interested Contractors, as mentioned above, can obtain the detailed tender document containing the terms & conditions, against a written request on their own letter head from the office of The Deputy General Manager, The Oriental Insurance Company Limited (OICL), Regional Office, Metro Palace, Ground Floor, North Railway Station Road, Ernakulam, Cochin – 682018, KERALA against Cash payment / submission of a non-refundable Demand Draft only of Rs.1200/- (Rs. One Thousand two Hundred only) drawn on any Nationalized / Scheduled bank in favour of “The Oriental Insurance Company Limited” payable at COCHIN on all working days (Monday to Friday) between 10.00 to 15.30 hours.

The time schedule of tendering is specified below:-

I) Issue of tender document :	From 22.01.2024 to 30.01.2024 between 11.00 AM to 3.30 PM on all working days.
ii) Tender document Fee (Non refundable)	Rs.2000/- (Rs. Two Thousand only)
iii) Last date & time for submission of tender	12.02.2024 5:00 P.M.
iv) Date & time of opening of Technical Bids	19.02.2024 at 11.30 A.M.
vi) Date & time of opening of Financial Bids	Will be intimated to the technically qualifying bidders at a later date.
vii) Earnest Money Deposit (EMD)	Through Demand Draft only of Rs.50,000/- (Rupees Fifty thousand only) to be placed in sealed envelope of "Technical Bid". Payment of EMD through any other mode is not acceptable.

The tender document can also be downloaded from the website www.orientalinsurance.org.in (Tender) and the same will be accepted along with the tender fee of **Rs.2000.00** (Rupees Two Thousand only), mentioned above, through a separate Demand Draft drawn on any Nationalized/Scheduled bank favoring "The Oriental Insurance Company Limited, payable at Cochin which is required to be placed in the Envelope containing the Technical Bid.

The bidders are advised to visit our office premises listed in the Technical Bid to have a clear picture of the work involved (Refer Annexure VII - Scope of Work of Technical Bid) before quoting the rates.

All amendments/information/ clarifications with respect to this Tender will be uploaded on our Company's Website www.orientalinsurance.org.in and notice thereof will not be published in any newspaper. All Bidders are, therefore, advised to visit the website regularly for updates.

Deputy General Manager, The Oriental Insurance Company Limited, Regional Office, Cochin reserves the right to accept or reject any or all of the tenders without assigning any reason(s) whatsoever.

Deputy General Manager.



ELIGIBILITY CRITERIA

☐ ☐ **The Bidder should be based at Cochin** and operating their business in KERALA State. Attach self-attested photo-copy of proof.

☐ ☐ The Bidders should be possessing / holding a valid License issued by the Central Government / concerned Department of Government of Kerala for providing workers under the Contract Labor (Regulation and Abolition) Act. The successful Bidder would be required to deploy the workers Labor at the office premises of OICL as per norms prescribed under the said Act. Attach self- attested photo-copy of Registration with Govt. Labor Dept. & License.

☐ ☐ The Bidder should possess valid Provident Fund Registration Number under the EPF Act 1952 with PF Department in Kerala . Attach self-attested photo copy.

☐ ☐ The Bidder should possess valid ESI Registration Number under the ESI Act 1948 with ESI Authorities in Kerala. Attach self-attested photo-copy.

☐ ☐ The Bidder should have a minimum experience of continuous TWO financial years (as on 31.03.2023) in the field of providing DRIVER Services on Contract Basis. Attach self- attested photocopy of proof.

☐ ☐ The Bidder should have rendered similar satisfactory services of providing DRIVER Services on contract basis to at least three Public sector Insurance Company/Public sector bank/Central or State Government undertaking /Autonomous Institute/Corporate Establishment of repute who is having minimum paid-up capital of Rs.25 lakhs (Rupees Twenty five lakhs) for minimum continuous period of Two Years. Attach Certificates of Experience and satisfactory completion of work awarded from the concerned Establishment /Companies / organization.

☐ ☐ The Bidder should have minimum annual turnover of Rs.25 lakhs (Rupees twenty five lakhs) during the last Two Financial years i.e. 2021-22 and 2022-2023. Attach Certificates from your Chartered Accountant.

☐ ☐ **The Bidder should have on their wage rolls minimum 25 workers/ Man power including Drivers in Kerala state as on 31/03/2023. Attach Certificate** from Chartered Accountant in this regard.

☐ ☐ The tenders from any Service Provider / Contractor whose services have not been found satisfactory by OICL authorities earlier shall not be entertained.

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

☐ ☐ ☐ The Tenders from Individual / Firm / Organization including its Partners / Shareholders / Directors who have been blacklisted / prosecuted by any organization /department / statutory bodies in any State or by any Court of Law shall not be eligible to participate in this tender.



INSTRUCTIONS FOR BIDDERS

1. GENERAL INFORMATION :

The Oriental Insurance Company Limited is a Public Sector General Insurance Company having its registered and corporate office at G+4 floors, Plate-A, Office Block-4, NBCC Office Complex, Kidwai Nagar East, , New Delhi 110 023 hereinafter referred to as "OICL". Sealed tenders with proper personal identification mark, in two parts (Part I – Technical Bid - and Part II - Financial Bid) are invited from eligible Bidders, by the Deputy General Manager, OICL, Cochin, on behalf of The Oriental Insurance Company Limited, for "Providing Driver Services at the Regional office, Cochin and other offices of OICL under its control for a period of THREE years from the date of commencement of contract as per agreement.

2. Office Premises where manpower is required to be provided :-

The list of our offices, office place and persons required at each office are given in Annexure. The Driver for our staff car is required to be provided at our Regional office Cochin only.

The Bidder shall be required to provide the Driver Services on 'Monthly Contract Basis' for initial period of **three years from the date of commencement of work** on the rates quoted in their Financial Bid with a provision to extend the contract for a further period of three years on the same terms and conditions upon providing satisfactory and efficient Driver services. The rate of “**Service Charges**” quoted by the Bidder in their Financial Bid shall remain fixed during the currency of the Contract and no revision in rates for Service charges will be permitted during the currency of contract for an initial period of three years. The GST, as applicable, shall be paid extra and borne by OICL. All statutory deductions such as TDS, Surcharge, Education cess, Higher education cess etc. will be deducted from the monthly bill as per Tax Rules applicable from time to time. The Bidder quoting the “**Service Charges**” / **Administrative charges less than 4 (FOUR)** per cent shall be treated as “Unresponsive” and their bid will not be considered.

If two or more Bidders quote the same L-1 rate, the decision of DGM of OICL shall be final and binding on all the bidders and no further complaint / queries shall be entertained on this matter.

As per Public Procurement Policy of Government of India, exemption from Payment of Earnest Money Deposit is allowed to Micro and Small Enterprises (MSEs) provided, such MSEs submit certified copy of Valid Certificate of Registration as MSEs issued by appropriate Registering Authority and letter from such Registering Authority certifying exemption from payment of Earnest Money Deposit (EMD) to such MSEs. Kindly note that if these documents are not attached with the Bid/Tender Document submitted by MSE Bidder, their Bid/Tender shall not be entertained and it shall be treated as rejected.

3. Issue of Tender Document:

The tender document can be obtained from the office of the Regional Manager, The Oriental Insurance Company Limited, Regional Office, Metro Palace, Ground Floor, North Railway Station Road, Ernakulam, Cochin – 682018, KERALA, by submitting a written request on the letter head against cash / submission of a non-refundable Demand Draft of Rs.1200/- (Rs. One Thousand two hundred only) drawn on any Nationalized/Scheduled Bank in favor of “The Oriental Insurance Company Limited” payable at Cochin only during all working days (Monday to Friday) From 22.01.2024 to 30.01.2024 between 11.00 AM to 3.30 PM. The tender fee of Rs.2000/- should be paid through a separate demand draft drawn on a Nationalized/Scheduled bank favoring “**The Oriental Insurance Company Limited**” payable at Cochin which should be invariably enclosed with the **Technical Bid (Part-1)**

The tenders for which Tender Fee is not paid shall be summarily rejected.

4. Submission of Tender:

The Tenders are invited on Two Bid System i.e. Technical Bid and Financial Bid. The Bidder is required to put Technical Bid in sealed Envelope No. 1 along with documents and Financial Bid in sealed Envelope No. 2.

The Bidder is required to clearly indicate on these sealed envelopes name of firm of Bidder, their address and contact details of their representative.

Both the sealed envelopes super scribed as Envelope No. 1 “Technical Bid” and Envelope No. 2 “Financial Bid” should be kept in a big Envelope No. 3. This sealed Envelope No. 3 super scribed as “**TENDER FOR PROVIDING DRIVER SERVICES ON MONTHLY CONTRACT BASIS**”.

LAST DATE FOR SUBMISSION OF BIDS :

The bids should reach the **THE DEPUTY GENERAL MANAGER, THE ORIENTAL INSURANCE COMPANY LIMITED, REGIONAL OFFICE, METRO PALACE, GROUND FLOOR, NORTH RAILWAY STATION ROAD, ERNAKULAM, COCHIN – 682018, KERALA on or before 5:00 PM on 12.02.2024.** The tender received in any manner other than prescribed in the Tender Document shall be summarily rejected. Any tender received after the scheduled date and time shall not be considered. The Company will not accept any responsibility for the tender lost in transit or delivered elsewhere or not delivered on time due to postal or any other delays.

OICL may, at its discretion, extend the deadline for submission of Tenders and the same shall be notified on our web portal **www.orientalinsurance.org.in**.

5. Precautions while filling the Tenders:

The Bidder while filling the tenders should take care of the following:-

Before tendering, the Bidder may visit the sites where intended services are to be provided and satisfy himself/themselves as to the conditions prevalent at the site and to assess the work involved. No claim on this account shall be entertained by the OICL under any circumstances subsequently.

The Technical Bid (Part – I) envelope must have all the essential documents, failing which the tender will be deemed as non-responsive and disqualified for the bidding process. The list of documents to be attached with Technical Bid is mentioned in Annexure-I checklist for documents required to be placed in the Technical Bid (Part-I) envelope.

The details of other documents required to be submitted with Technical bid are as under :-

Demand Draft for **Earnest Money Deposit (EMD) of Rs.50,000.00** (Rs. Fifty Thousand only) drawn in the favor of “The Oriental Insurance Company Limited” payable at Cochin issued by any scheduled or commercial bank. Payment of EMD through Cheque or any other mode is not acceptable.

A **Demand Draft for Rs.2000/-** (Rupees Two Thousand Only) as cost of tender fee drawn in the favour of “The Oriental Insurance Company Limited” payable at Cochin issued by any scheduled commercial bank. Payment of cost of tender through Cheque or any other mode is not acceptable.

6. EXPERIENCE REQUIREMENT :

The bidder should have a minimum experience of 3 years as on 31.03.2023 in providing Driver services to office premises /residential training centers of at least three Public Sector Banks/Insurance Companies/Central or State Government Organizations/ Corporate Establishment of Repute (Attach Certificates from the Concerned Establishment / Companies).

7. DOCUMENTS REQUIRED:

- ☐ Self attested Copy of PAN Card issued by the Income Tax Department. ☐
- ☐ Self attested Copy of GST No. issued by Competent Authority (if applicable) ☐
- ☐ Self-Attested Copy of PF registration certificate issued by the concerned authority. ☐
- ☐ Self attested copy of ESI Registration Certificate issued by the concerned authority. ☐
- ☐ Proof of turnover for the last Two financial years (2021-22 & 2022-23) duly certified by a Chartered Accountant. (Attach certificate). ☐
- ☐ The Agency should be registered as Firm with appropriate Authority or a Company registered under Companies Act (Attach Certificate). ☐
- ☐ Compliance Report as per given draft at Annexure II in the Tender Document. ☐
- ☐ Declaration in the form of an Affidavit on non-judicial stamp paper of requisite value duly notarized, with regard to prosecution / black listing of Bidder (as per Annexure VI of the Tender Document). ☐
- ☐ Self attested copy of Valid License issued under the Contract Labor (Regulations and Abolition) Act issued by appropriate authority. ☐
- ☐ Tendering Agency's profile (as per Annexure III of the Tender Document). ☐
- ☐ Confirmation by the bidder that he / they are not a near relative of any employees of the Oriental Insurance Company Limited in the Tender/Execution of work as per Annexure IV of Tender Document. ☐
- ☐ List of Clients of bidder along with Experience Certificates from the clients as per Annexure XII of Tender Document. ☐
- ☐ Certificate regarding workers on the rolls of Bidder issued by Chartered Account as per Annexure XIII of Tender Document. ☐
- ☐ Financial Bid envelope (Part – II priced) should be sealed with wax/tape and consist of only the Financial Bid Part-II of Tender document showing the rates/net amount Chargeable by the contractor for the tender for Driver. ☐

8. MINIMUM WAGES

The payment of wages by the contractor to the workers deployed with us should not be less than the **Minimum Wages prescribed by the State Governments of Kerala (as applicable to the trade)**. The bidder is responsible for timely remittance of Employers' contribution toward PF under EPF Act 1952, Employers' contribution toward ESI Scheme under ESI Act 1948, and Payment of Bonus under Payment of Bonus Act 1965 and Rules, 1956.

The bidder shall also adequately compensate his workers for the work done by them after normal working hours overtime/ weekly off / National holiday / any other holiday, as applicable as per the Rules framed from time to time by the Central Govt. or State Govt. and or any other Authority constituted by or under any law, for the category of persons deployed by the contractor. GST if applicable shall be shown

separately in the monthly invoice and GST amount will also be paid to the contractor by OICL. All statutory deductions such as TDS, surcharge, Education cess and Higher education cess etc. will be deducted as per tax rules as applicable from time to time.

Bidder signing the tender should 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. Copies of the document authorizing the signatory to sign the tender on behalf of Bidder should be attached with the tender.

All over-writings or corrections in the bid should be duly signed by the Bidder.

9. One bid per bidder :

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 is a joint venture or any one of the members of the consortium participate in more than one bid, all such bids are liable to be rejected.

10. Canvassing :

Canvassing or offer of an advantage or any other inducement by any person with a view to influencing the acceptance of a bid will be an offense under Law. Such action will result in the rejection of bid, in addition to other punitive measures.

11. Late & delayed Tenders:

Bids must be received in OICL, Regional Office, Cochin at the address specified on or before the due date mentioned above but not later than the date and time stipulated in the Notice Inviting Tender. OICL may, at its discretion, extend the Date and time for submission of bids in which case all rights and obligations of the OICL and the Bidder will be the same. The information about extension of time, if any, will be notified on our Company's website and notice thereof will not be published in any newspaper. All Bidders are, therefore, advised to visit the website regularly for updates. Any bid received by OICL after the last date and time specified / extended for submission of bids, shall not be considered and will be returned unopened to the bidder. OICL shall not be responsible if the Tender is delivered elsewhere or is not delivered on time by courier or by the postal department or any other delay.

12. Amendment of Tender Document:

At any time prior to the last date for submission of Tenders, OICL may for any reason, whether at its own initiative or as a consequence of queries raised in response to a clarification requested by a prospective Bidder, may modify the Tender documents by amendment and the same will be notified on our web portal.

The amendments to the bid shall be uploaded only on the web portal of our Company and it will be binding on all the bidders. Hence all Bidders are advised to visit the company's website regularly for updates about this tender. The Deputy General Manager, OICL, RO, Cochin may at her discretion, extend the date and time for the submission of tenders suitably. Before opening of financial bids, the Deputy General Manager, OICL, RO Cochin may at her discretion increase or decrease the scope of services required under the tender. In such a case, OICL shall seek fresh financial bids keeping in view the changed scope of services required.

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13 . OPENING OF TENDERS :

The Technical Bids (Part – I) shall be opened on 19.02.2024 at 11.30 A.M. in the Regional Office of The Oriental Insurance Company Limited, Cochin . The Financial Bids (Part – II) of only those Bidders, whose technical bid is found responsive will be opened at a later date and time will be informed by the

OICL by uploading on Company's Website. The Tender Opening Committee (TOC) of OICL shall open the properly sealed tenders only. Unsealed or improperly sealed tenders shall be rejected. Conditional bids will also be summarily rejected.

All the Financial Bids (Part – II) of the Bidders whose Technical Bids (Part-I) have been opened, will be sealed in one envelope acknowledged by Tender Opening Committee and will be kept in the custody of Regional Manager, OICL, RO, Cochin, till the date of opening of the financial bids.

14. Earnest Money Deposit (EMD)

Each tender must be accompanied with an Earnest Money Deposit (EMD) in the form of a demand draft only for **Rs.50,000** (Rupees Fifty thousand only) drawn on any nationalized / scheduled Bank in favor of **“The Oriental Insurance Company Limited”** payable at Cochin. No other form of payment will be accepted for submission of EMD. The said demand draft of the EMD must be attached with the Technical Bid (Part-I). At the back of the demand draft, the name of the Bidder should be clearly written. Tenders submitted without E.M.D. shall not be evaluated or considered.

As per Public Procurement Policy of Government of India, exemption from payment of Earnest Money Deposit is allowed to Micro and Small Enterprises (MSEs) provided, such MSEs enclose certified copy of Valid Certificate of Registration as MSEs issued by appropriate Registering Authority and letter from such Registering Authority certifying exemption from payment of Earnest Money Deposit (EMD) to such MSEs. Kindly note that if these documents are not attached with the Bid/Tender Document submitted by MSE Bidder, their Bid/Tender shall not be entertained and it shall be treated as rejected.

15. The earnest money (EMD) will be forfeited:

The EMD amount will be forfeited in the following circumstances

- ☐ If the Bidder withdraws his Tender during the period of Tender validity.
- ☐ If in the case of the successful Bidder, the Bidder fails to:
 - o Comply with all the terms and conditions of the agreement.
 - o Comply with the rules and regulations set forth by Govt. such as PF, ESI etc.and other statutory requirements.
- ☐ Return/ refund of EMD to the unsuccessful or non-responsive Bidder(s) will be made normally within 45 days after the successful award of the contract. No interest shall be payable on the EMD amount under any circumstances.

16. Declaration about acceptance of Terms and Conditions of bid :

A declaration of acceptance of all the Terms and Conditions of the contract must be submitted by the Bidder as per the **Annexure II (Compliance Report)**. Bidder should also submit the Contractor profile and details as per **Annexure III** of Tender Document.

17. Validity period of the Bid and Evaluation result

The Tenders shall be valid for a period of at least four months (120 days) from the date of opening of the tender.

Incomplete, conditional tenders and bids submitted through Fax or e-mail or telegraphic tenders are liable to be rejected.

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Tenders are not transferable under any circumstances.

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 and the same will be notified on our web portal.

In order to satisfy itself about the nature and quality of services rendered by the Bidder, OICL may depute its Officer(s) or authorized representative to visit the institute / establishments mentioned by the bidder. Besides, OICL may also arrange for verification of various documents / testimonials submitted by the bidder in support & compliance of the eligibility criteria as laid down in the tender document. It will be mandatory for the bidder to extend full cooperation to OICL so that necessary verification is completed without any delay.

In case the bidder fails to co-operate or where, after verification it is concluded that the bidder does not meet the eligibility criteria as laid down in the Tender Document, then his bid would be considered as non-responsive and their financial bids will not be processed further.

The Technical Bids of those bidders, where OICL after its 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 .

The Financial Bids (Part-II) of only those Bidders whose Technical Bids (Part- I) are found to be responsive by OICL will be opened, further processed and evaluated.

OICL will award the contract to the successful evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per terms and conditions incorporated in the bidding document.

OICL will communicate the successful bidder by letter sent through Courier/Registered Post /e-mail and by uploading on Company's website that his bid has been accepted. This letter (hereafter and in the condition of contract called the "Award Letter") shall prescribe the net amount per month/percentage of Service/Administrative Charges which OICL will reimburse to the contractor in consideration of the housekeeping workers and driver provided by the contractor as prescribed in the contract.

Failure of the successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds for the annulment of the award and forfeiture of EMD.

18. Acceptance of Tender:

OICL reserves the rights to accept, reject any or all Tenders without assigning any reasons thereof.

OICL reserves the right to disqualify such Bidders who have a record of not meeting the contractual obligations against earlier contracts entered into with OICL, or with any central or state government agencies.

19. lays in Performance and liquidation of damages.

The successful bidder shall commence the services to OICL as per the time schedule specified in the Award Letter. No Extension of time will be allowed except in exceptional circumstances.

In case the services are not started on the stipulated date as indicated in the Award Letter, OICL reserves the right to cancel the work order and / or recover liquidated damage charges to the extent of the charges incurred by OICL in making alternative arrangements along with **penalty of Rs.1000.00 per day** for the delay period.

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The cancellation of the work order shall be at the risk and responsibility of the Contractor and OICL reserves the right to award the work to another bidder at the same rates quoted by L1 bidder due to the failure of the L1 bidder in providing the services as per the contract.

20. SECURITY DEPOSIT

The successful Bidder shall be required to deposit a sum of Rs. **1,00,000/- (Rupees One lac only)** as security amount by a Demand Draft only drawn in the favour of **“The Oriental Insurance Company Limited”** payable at Cochin within 10 days from the date of receipt of work award letter. **The EMD of the successful Bidder will also be merged with the security amount.**

This total security amount of Rs. 1,50,000/- (Rs. One Lakh and fifty thousand only) will remain with OICL throughout the period of contract. This security amount of Rs.1,50,000 will be refunded to the contractor on completion/Termination or Cancellation of the Contract after deducting any dues payable by the contractor to OICL on whatsoever account subject to contractor submitting a **“No Dues” indemnity bond on non-judicial stamp paper of requisite value duly notarized as per specimen given in Annexure V of Tender Document.**

The security amount will not bear any interest of whatsoever kind. It is to be noted that in the event of the Contractor/service provider not fulfilling the conditions, OICL reserves its right to forfeit the **Security Deposit of Rs. 1,50,000/- (Rupees One Lakh and fifty thousand only)** placed with OICL hereinafter mentioned. However, decision of the OICL shall be final and binding on the contractor, in respect of such confiscation of the security of **Rs.1,50,000/-.**

21 SIGNING OF CONTRACT:

The successful Bidder shall present himself for signing the contract within two Weeks after receipt of Award Letter from OICL. Commencement of Driver services shall be made by the Contractor in accordance with the time schedule specified in the Award Letter issued by OICL.

22 NoN-Relationship with OICL Employees:

OICL will debar parties from tendering who is having relatives working in any office of The Oriental Insurance Company Limited (including other regions and head office) in any capacity. A non-relationship Certificate is required to be submitted by the bidder as per **Annexure IV** of the Tender Document.

23 Black listed/ Prosecution of Bidders

OICL will debar the Individual/Firm/Organization including its Partners/Shareholders or Directors who have been blacklisted or prosecuted by any department or statutory body in any State or by any Court of Law. A non-blacklisting / non-prosecution declaration in the form of Affidavit is required to be submitted as per Annexure VI of the Tender Document.

24 License to run Driver services under Contract Labour (Regulation and Abolition Act 1970).

The Bidder/Contractor should have a valid License to provide Contract Labor under the Contract Labor (Regulation and Abolition) Act 1970 from the appropriate government authority.

Immediately after the award of work to the Bidder/Contractor, they will inform the award of Driver Contract to them by OICL to the office of The Labor Commissioner, Cochin.

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and obtain permission and License, if any, required. The copy of the permission so obtained from the labor commissioner is required to be submitted to OICL, RO Cochin within one month from the date of award of work order. Extension of time period and waiver of this certificate, if required, will be at the sole discretion of OICL depending upon the circumstances.

The Contractor will be required to comply with the provisions of all relevant Acts, Notifications, Rules,

Regulations and Guidelines etc., issued/ notified by Central Government /Kerala Government/Municipal Corporations or any other Statutory Authority/Body in force as on date or enacted/notified/implemented by any concerned authority during the period of contract. In case due to any violation or default by contractor of any provision of any Act, Notification, Rule, Regulation and Guideline etc. , if any penalty / fine /challan is imposed/ filed against OICL, then OICL will recover all such amounts from the contractor including expenses / damages which OICL deems fit. Besides. OICL may also terminate the contract and forfeit the security deposit lying with OICL.



SECTION 4

GENERAL TERMS & CONDITIONS OF THE CONTRACT

1. THE SERVICES

The Contractor shall provide services more particularly defined in **Annexure VII** of the Tender Document **[the “Scope of Service”]** to OICL under this Agreement in the manner and on the terms and conditions contained herein.

The Contractor shall comply with the instructions provided by OICL from time to time relating to the performances of the services, duties and obligations under this agreement. The services rendered by Contractor shall be subject to regular review by OICL and its decision as to the quality thereof shall be final and absolute.

The Contractor and all persons engaged by Contractor shall abide by the applicable OICL 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.

The Bidder shall not sub-contract the whole OR part or a substantial portion of the contract i.e., providing workman/manpower for driver services to any other person / firm / company or Agency.

2. SERVICE CHARGES

In consideration of the services to be provided by Contractor and performance of the terms and conditions contained in this agreement, OICL shall pay to the Contractor such cost and charges as described in **Annexure X hereof [the “Service Charges”]**.

The Bidder shall be required to provide the Driver Services on 'Monthly Contract Basis' for an **initial period of three years from the date of commencement of work on the rates quoted in their Financial Bid with a provision to extend the contract for a further period of three years on the same terms and conditions** on providing satisfactory and efficient Driver services.

The rate of **“Service Charges”** quoted by the Bidder in their Financial Bid shall remain fixed during the currency of the Contract for an **initial period of three years and no revision in rates will be permitted** during the currency of contract. **GST, if applicable, shall be extra and borne by OICL.** All statutory deductions such as **TDS, Surcharge, Education cess, Higher education cess etc. will be deducted from the monthly bill as per tax rules applicable from time to time.**

In the event of revision of minimum wages payable under the Minimum Wages Act, by state government of Kerala, the bidder shall submit proof of the same to OICL before raising the bill as per the revised rates.

The Contractor shall raise separate monthly invoice/bill for each location/site and submit the same to authorized official of OICL for payment. OICL agrees to pay such invoices/bills within 15 working days of receipt and acceptance of the invoice/bill. All payments to Contractor under this agreement shall be made subject to deductions, withholding of all applicable, taxes and charges from time to time in force.

3. REPRESENTATIONS AND WARRANTIES

The Contractor represents and undertakes that:

- ☐ It has full power and authority to enter into this agreement and perform the services and it has the necessary expertise and equipment to duly perform the services under this agreement.
- ☐ It shall render the services and perform its obligations and duties under this agreement accurately and efficiently and in accordance with the instructions, specifications, procedures, standard, guidelines, time frame, if any as mentioned in this agreement, or as per instructions issued from time to time by OICL for the performance of the services to the satisfaction of OICL.
- ☐ It shall be responsible for its corporate and personal taxes if any, and shall indemnify and hold harmless OICL for any liability in this connection.
- ☐ It shall be responsible for ensuring that all persons engaged by Contractor to provide services to OICL shall hold at all times the necessary expertise and qualifications and shall abide by OICL's instructions, specifications, procedures, standard, guidelines, and time frames at all times during the performance of the services.

4. LABOUR REGULATIONS AND PAYMENT OF MONTHLY WAGES :

The Contractor should have a valid labor license under the Contract Labor (R&A) Act 1970 and the Contract Labor (R&A) Central Rules, 1971 and submit a copy to OICL. He shall continue to have a valid license during the period of three years contract for Driver Services.

The Contractor shall also comply with the provisions of the Child Labour (Prohibition and Regulation) Act 1986, Payment of Wages Act 1936, Minimum Wages Act 1948, Employers Liability Act 1938, Workmen's Compensation Act 1923 (Employees Compensation Act, 1923 and as amended by Act No.45 of 2009 (w.e.f., 18.01.2010), Industrial Dispute Act 1947, Maternity Benefits Act 1961, Payment of Bonus Act, 1965 with Rules 1956, Employees State Insurance Act, 1948, Provident Fund and Miscellaneous Provision Act, 1952 and Apprentices Act, 1961 or the modifications thereof or any other laws relating thereto and the rules made there under from time to time.

The Contractor is fully responsible to observe the above laws as amended from time to time in regard to his employees and compensation and other benefits I risks in relation to employees to be engaged by him. The Contractor shall maintain all the statutory registers required under labor laws. The Contractor shall also produce these records on demand by OICL authority. If he fails to do so, his failure will be a

breach of the contract and OICL may at its discretion cancel the contract without prejudice to any other action under the law and contract. The Contractor shall also be liable for any pecuniary liability arising

on account of any violation by him of the provisions of the Acts.

The regulation aforesaid shall be deemed to be part of this contract and any breach thereof shall be deemed to be a breach of this contract.

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

If in the course of execution of contract by the contractor, any minor or major damage is caused by contractor or his workmen to the persons or property of the OICL, after joint investigation by the OICL and contractor, any claims arising there from shall be recovered, settled and dealt with directly by contractor, who shall render all assistance and cooperation to OICL, if any inquiry is held thereon.

5. NO OBLIGATION ABOUT FUTURE EMPLOYMENT IN OICL

Nothing herein shall be deemed to create any partnership, joint venture, Contract between OICL and 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 Contractor is an independent contractor and is not an employee, agent, associate or authorized representative of OICL and the Contractor undertakes that it shall not undertake any obligation or liability in the name of or on behalf of OICL whatsoever.

Nothing in this agreement shall by implication or expression be taken to mean or imply that any of the persons deployed, engaged as per Annexure VIII (Deployment of Workers) by the Contractor for rendering the services, are employees of OICL or engaged by OICL. Contractor to render the services to OICL by deploying workers/supervisors shall be in sole employment of Contractor and Contractor shall be solely and fully responsible for their acts, salaries, wages, remunerations and, or, any other statutory or other payments and the like.

Under no circumstances shall OICL be liable for any payment or claim or compensation [including but not limited to compensation on account of injury, death, termination] and in case of any liability falls on OICL for any reason, the Contractor shall keep OICL indemnified against the same. In order to give effect to this, the **Contractor shall incorporate suitable clause in the appointment letters to be issued to its employees that they are employees of contractor, a copy of which should be given to OICL for perusal and record.**

In the event OICL notifies that it is not satisfied with any of the persons, employees, workers, supervisors, driver and the like, engaged by contractor to render the services to OICL, or if OICL has reason/s to believe that a person/s engaged by Contractor to provide services to OICL is/are not abiding by OICL's rules, guidelines, policies and procedures, then Contractor shall, within seven days, replace such person/s to the satisfaction of OICL.

Contractor undertakes to keep and hold OICL harmless and indemnified in this regard.

6. CONFIDENTIALITY OF INFORMATION

All commercial and other information, data and documents, whether written, oral or in any other form, furnished to Contractor by OICL or its employees, representatives or agents, shall be considered confidential by Contractor and Contractor shall take all the necessary precautions, acceptable to OICL, to keep the confidential information secret and confidential.

7. INSPECTION OF RECORDS AND RIGHT TO AUDIT

The Contractor shall upon receipt of a two days' notice, allow OICL, its management, auditors, regulators and/or agents, the opportunity of inspecting, examining, auditing and /or taking copies of the OICL records with Contractor.

The Contractor will co-operate with the OICL's internal or external auditors to assure a prompt and accurate audit of OICL's record and data with Contractor and Contractor shall also co-operate in good faith and in the best of efforts basis with OICL to correct any practices, which are found to be deficient as a result of any such audit within a reasonable time after the receipt of the OICL's audit reports. Such audit/audit reports will be at the expense of OICL.

The contractor shall see that employees under them follow the instructions/directions given by the competent authority and shall be complied with immediately by the staff of the contractor.

8. INDEMNIFICATION & PENALTY

The Contractor hereby undertakes to keep and hold OICL indemnified and harmless against all costs, expenses, claims, liabilities and proceedings, which may be caused to or suffered by OICL or made or taken against OICL, which are directly or indirectly arising out of breach of this agreement by Contractor or by any act or omission of the persons engaged by Contractor for performing the services or otherwise employed or engaged by Contractor.

The Contractor hereby undertakes to indemnify OICL in respect of all claims, damages, costs and expenses suffered or incurred by OICL on account of any claims of the nature described in Condition 4 asserted against OICL by any member of Contractor or engaged by Contractor to provide services under this agreement.

That Contractor shall wholly and solely be liable for all disputes and liabilities arising out of/while providing the services under this contract for any purchases, any sample taken by Govt. Authorities or otherwise for any dispute under the Laws of the land, in any court of law.

9. SECURITY DEPOSIT AMOUNT

That Contractor shall keep a **security deposit of Rs.1,50,000/-** (Rupees One lac and fifty thousand only) with the OICL for the due performance and observance of the terms and conditions of the Contract. That the amount of security of Rs.1,50,000/- shall be refunded without any interest thereof to the contractor after the termination/completion/cancellation of the said contract. However, OICL reserves the right to deduct any amount in case the Contractor or their employees, servants, agents, etc. cause any damage to the articles supplied or property or deterioration detected at any time during the contract period and the same shall be recovered out of the security deposit amount of Rs.1,50,000/-. For refund of security amount the contractor will submit an indemnity bond on Non Judicial stamp paper of requisite amount duly notarized regarding "No Dues" confirmation.

The specimen of the Indemnity bond is enclosed as Annexure V.

10. SUB CONTRACTING OR TRANSFER OF CONTRACT

The Contractor shall himself perform the services and all obligations and duties under this agreement. Except with the prior written consent of the other party, neither the benefit nor the burden of this agreement shall be assignable by either of the parties except that OICL may assign or transfer its rights and obligations under this agreement to any entity which acquires all or substantially all of the OICL's operating assets or into which OICL merged or reorganized pursuant to any merger or reorganization.

The Contractor shall himself perform its services, obligations and duties under this agreement, provided that in case Contractor requires the assistance of some other specialized Contractor or to engage some other Contractor in the discharge of its obligations under the contract, such Contractor may be engaged only with the prior written approval of OICL and in any event such Contractor shall be absolutely accountable only to Contractor and Contractor shall be absolutely responsible and accountable to OICL and liable for such Contractor's acts and omissions.

OICL's approval to such sub contract shall not create any relationship between OICL and the subcontractor nor shall it discharge Contractor from its responsibilities for performance of the services in its entirety Contractor shall be absolutely responsible and liable for all acts and omissions of such subcontractor and shall always keep and hold OICL harmless and indemnified in respect of any damages, costs or expenses incurred or suffered by OICL, which arises from any act or omission of sub-contractor.

11. CONTRACT PERIOD AND TERMINATION

In the event of the Contractor not fulfilling the conditions of such automatic extension the OICL reserves its right to forfeit the security deposit of Rs. 1,50,000/- (Rupees One lac and fifty thousand only) placed with OICL hereinafter mentioned. However, decision of the RO shall be final and binding on the contractor, in respect of such confiscation of the security of Rs.1,50,000/-.

The contract can be renewed for a second term of 3 years at the discretion of OICL on the terms, conditions on mutual negotiation and consent. That OICL 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 OICL in writing and in either event, the Contractor shall hand over the peaceful and vacant possession of the space (accommodation) provided by virtue of the Agreement. The Contractor shall also hand over forthwith all the articles provided to them. However, no broken item(s)/articles(s) shall be taken back which must be replaced by the Contractor or shall pay the cost thereof.

The Contractor further agrees, that in the event of the earlier termination by either parties to the contract or expiry of the agreement, contractor shall be obliged to continue providing the services on the same terms and conditions as provided in this agreement, till such time as OICL is able to procure an alternative arrangement or provider for providing the services at the premises of OICL or has agreed in writing to allow the contractor to discontinue earlier. OICL to ensure that all payments due for services rendered by Contractor till the expiry or the earlier termination of the agreement shall be paid to Contractor within 30 days thereof after the submission of indemnity bond regarding **"No Dues" on non- judicial stamp paper of requisite value duly notarized.**

Notwithstanding anything stated elsewhere in this agreement; if either party commits breach of any of the terms and conditions of this agreement, a written notice may be served upon the party committing such a breach by the other party and in case the breach is not rectified within a period of fifteen days from the date of receipt of the notice by the party committing the breach, then the party giving such notice shall be entitled to terminate this agreement forthwith without prejudice to its other rights.

12. ARBITRATION

In the event of any question, dispute or difference arising under this agreement or in connection therewith except as to matter the decision of which is specifically provided under this agreement, the same shall be referred to sole arbitration by OICL or an Arbitrator appointed by them specifically for resolution of dispute/difference under this contract. The arbitration shall be conducted under the Indian Arbitration and Conciliation Act 1996 and any amendments thereof. The venue of the arbitration proceedings shall be OICL, RO, Cochin, or any such other place as the arbitrator may decide.

13. FAKE DOCUMENTS

If at any later date, it is found that the documents and certificates submitted by the Contractor are forged or have been manipulated, the work order issued to the Contractor shall be canceled and Security Deposit issued to OICL shall be forfeited without any claim whatsoever on OICL and the contractor is liable for action as appropriate under the extant laws.

14. DEATH OF THE CONTRACTOR

Without prejudice to any of the rights or remedies under this contract, if the Contractor dies during the period of contract, OICL shall have the option of terminating the contract without compensation to the legal or other heirs of the Contractor. The decision of OICL shall be final in this matter.

15. Force Majeure Clause and other Liabilities

Neither party shall be liable by any reason of failure or delay in the performance of its obligations under this agreement if such failure or delay is caused by acts of God, War or any other cause beyond its control and without its fault or negligence.

Nothing in this agreement confers any right upon Contractor to use OICL's trademarks, trade names, service marks or brand names or other intellectual property rights.

This agreement supersedes all prior understandings, if any, between the parties concerning the subject thereof.

If any of the provisions of this agreement are rendered invalid or legally unenforceable, then the remaining provisions of the agreement shall be held valid and binding on the parties.

No amendments to the agreement shall be valid unless executed in writing and signed by both the parties.

The Contractor shall not without the prior written consent of OICL assign this agreement.

OICL 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 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.

For the purposes of this contract, the term third party shall be "inter-alias" officials of OICL and its agents and officials, as well as any person or entity employed by the Contractor or engaged for the Contractor, in order to perform services for, or supplying goods to the Contractor in connection with the implementation of the present contract.

16. Compulsory INSURANCE for workers :

The contractor is required to take **(i) Personal Accident insurance policy and (ii) Workman Compensation Insurance Policy under W.C Act** having adequate Sum Insured for ‘housekeeping workers and Driver deputed’ in the joint name of “The Oriental Insurance Company Limited” and the contractor from any Nationalized Insurance Company (other than Oriental Insurance company ltd) to cover any liability arising under the Workmen Compensation Act or any other Act and ensure that it will remain in force during the entire period of the Contract. Copies of the Insurance Policies (P.A and W.C policy) are required to be submitted to OICL. The contractor should ensure that the policies so obtained are renewed timely every year throughout the entire period of contract.

If any damages occur due to non-renewal of policies by the contractor, then the contractor will be solely responsible for any liability and compensate the affected worker at his own cost.

17. ATTENDANCE AND SUBSTITUTE WORKER

The Contractor shall maintain site-wise 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. relevant Act and would ensure that full staff strength is maintained. If due to any exigency if any worker/supervisor is absent the Contractor should take immediate steps to provide its substitute. He should not depute the existing worker/supervisor to do additional duty except in rare instances. If he does so then the Contractor will be solely responsible for the penalty/action, if any as per labor laws prevailing. Further OICL will not pay any extra amount for any overtime or similar exigencies under any case in addition to amount per month quoted in the Financial Bid. It will be the sole responsibility of the Contractor to deal with such exigencies.

The contractor has to ensure that he gives weekly off to Driver as per the relevant statute. If the contractor calls the Worker for work on weekly off day then the contractor will be solely responsible for the penalty/action, if any, as per labor laws prevailing. Further OICL will not pay any extra amount for work on weekly off in addition to total amount quoted by the contractor in the Financial Bid.

However, the additional amounts towards overtime / holiday will be payable by OICL to the contractor for driver services utilized after office hours and holidays. The contractor shall maintain the log book for driver and submit the copy of the logbook to OICL for claiming overtime and holiday charges for the driver. The hourly rate for overtime and working on holiday (applicable to driver only) shall be mentioned by the contractor in the financial bid.

Payment of bills for Driver services will be made on monthly basis provided that the Driver Services provided were/are satisfactory during the month and subject to deduction as per **Penalty Clause (Clause No. 25)** mentioned herein after. The monthly bill payment will be made provided the Contractor submits the attested photocopies of the following documents along with monthly bills (Also refer **Annexure XI – Billing Process and Documents – Payment terms and conditions**).

Attendance sheet of the employees (Site-wise) of the month signed by the Service Provider/Contractor, on the format prescribed in the Contract Labor (Regulation and Abolition Act, 1970) Act No.37 of 1970 along with Contract Labor (Regulation and Abolition) Rules, 1971.

Salary sheet of the month showing receipt of the wages on the format prescribed in the Contract Labor (Regulation and Abolition Act, 1970) Act No.37 of 1970 along with Contract Labor (Regulation and Abolition) Rules, 1971.

Deposit Challan showing the individual figure of deposit of contribution of Provident Fund of employees' and employers' share, with the appropriate authority.

Deposit Challan of previous month showing the individual figure of deposit of contribution of ESI of employees' and employers' share, with the appropriate authority.

Deposit of contribution of provident fund and contribution of ESI of employees and employer should be with a challan separately for OICL. It should not contain the contribution of PF and ESI of employees of other organizations being serviced by the Contractor.

18. Mode of payment of wages to workers

The payment of wages to the workers shall be made by Cheque or NEFT only. Payment of salary by cash or any other mode will not be accepted by OICL. A copy of Bank account statement of previous month showing the entries for payment of wages/benefits to workmen should be submitted by the contractor to OICL every month along with the bill by the Service Provider/Contractor.

The Contractor will deduct ESI contribution and Provident fund contribution of the employees from the minimum wages of the driver as per the applicable rate 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.

The Contractor will obtain the PF No. and ESI No. for his worker from the appropriate authority and submit the copy of the same to OICL. The contractor shall also obtain **smart card of ESI** for their worker from the concerned statutory authority and hand over the same to the workers/supervisors with photocopy to OICL.

At the end of each financial year the contractor at his own cost will obtain a statement from the Provident fund Commissioner showing the details of PF (Employees and Employers contribution) deposited with the Provident Fund Commissioner of the Worker and hand over the same to the worker with a Photostat copy to OICL.

That the Contractor will be liable to get the Provident Fund refunded from the Provident Fund Commissioner of the Worker, if terminated, dies or leaves the job.

The contractor has to ensure that the wages to the driver are paid within the stipulated time period as provided under relevant statute in force within Kerala. The Contractor will not link the payment of wages of the driver with the settlement of his bills by the OICL. The Contractor has to first pay the wages to the Driver and then put up his bill to OICL for reimbursement.

19. PENALTY CLAUSE

OICL will deduct from the monthly bill and or from Security deposit, if any penalty is imposed due to breach of any provision as mentioned under Para 16 of Section-3, or due to any of the following reasons:

If the Driver is not found in proper uniform and displaying photo identity card, a penalty of Rs.500/- per instance per person shall be deducted from the contractor's bill.

If the Driver is found indulging smoking or under influence of alcohol or narcotics drugs on duty hours, a penalty of Rs.500/- per instance per person shall be deducted from the Contractor's bill and such staff shall not be allowed to enter the complex in future.

If the Driver is found sleeping during duty hours, a penalty of Rs.500/- per instance per person shall be deducted from the bill of the Contractor.

If the Driver is missing from his/her place of duty except for any valid reason, a **penalty of Rs.500/- per instance per person** shall be deducted from the contractor's bill.

If the behavior of the Driver is found harsh/rude and non co-operative towards Officers/employees of OICL & other Visitors, a penalty of Rs.500/- per instance shall be deducted from the contractor's bill.

If any staff is found performing the duty by submitting fake name and address or found impersonating, a penalty of Rs.500/- per instance per person shall be deducted from the contractor's bill and such staff shall not be allowed to enter the office premises in future.

If the contractor is unable to provide the desired number of workers/personnel without any valid and convincing ground then besides deduction of wages suitable penalty may be imposed by OICL and amount will be recovered from his monthly bill.

If there is any other complaint about Driver services and immediate remedial measures as per satisfaction of OICL are not taken by the contractor, an amount equal to Rs.500/- or 5% of the bill amount for that day, whichever is more, per day will be deducted as penalty for the number of days of the complaints, from the bill payable to the contractor. The decision of the Deputy General Manager in this regard shall be final.

The contractor is required to provide alternate driver, whenever the regular out-sourced driver deputed by them is/are not reporting for duty and/or is/are on leave treating it as Mandatory Requirement as the Company is making payment of Reliever/Leave Cost to the Bidder. In case of failure to provide alternate driver the Bidder should be ready and have to bear the penalty of Rs.500/- per day as per the terms and conditions of the Tender Document and the Company will not allow the Bidder to recover/deduct the penalty from the amount payable to the outsourced driver. In such an event, apart from non-payment of wages for such occasions/period (the amount of which will be adjusted/deducted from Leave Cost payable to Bidder), a penalty @ Rs.500/- per day will be imposed on Bidder.

20. PF AND ESI CONTRIBUTION FOR WORKERS DEPLOYED

The Bidder should be ready to and will :-

☐ Deposit ESI and EPF Contribution in respect of driver deputed for our Company through a separate Challan meant for OICL every month and submit a copy of the same as proof of payment to statutory authorities along with complete details of contribution deposited in respect of each named driver on their letter head duly certified, stamped and signed by authorized signatory **treating it as a mandatory requirement.**

☐ Pay total amount of Monthly Wages, Overtime and other charges to the driver deputed for our Company (which should be equivalent to the amount payable to them as per minimum wages norms) through **“E- transaction” and/or through “Account Payee Cheque” only along with copy of Bank Pass-book showing credit entry of amount treating it as a mandatory requirement.** Payment of amount of Wages to the workers in Cash will not be permitted/accepted/arranged. Police Verification of each driver deputed for our Company and submit a Police Verification Report obtained from the Police Authorities in respect of each driver before deputing to our company treating it as a Mandatory requirement. Please note that online application for Police Verification is to be made by the Bidder himself/themselves giving declaration that the driver in question is his/their own employee. Police Verification applied by the individual driver will not be accepted.

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

☐ If any of the contractor's employees sustains any injury during duty hours, then all the expenses incurred on treatment are to be borne by the Contractor. Any Compensation amount received from Insurance Company under the Personal Accident insurance policy or Employer Liability insurance policy shall be passed on to the worker or to his / her family (in the event of death of worker).

CHECK-LIST FOR DOCUMENTS PLACED IN TECHNICAL BID

Please tick (/)

Sl.No.	Document	YES	NO
1	a) Earnest Money Deposit (EMD) of Rs.50,000/- (Rs.Fifty Thousand Only) in the form of Demand Draft only issued by any scheduled commercial bank in favor of The Oriental Insurance Company Limited payable at Cochin. b) Demand Draft for Rs.2000/- (Rs. Two Thousand Only) issued by any scheduled commercial bank in favour of The Oriental Insurance Company Limited payable at Cochin towards Tender Fee. Payment of EMD or Tender Fee through Cheque or any other mode is not acceptable and the tender is liable to be rejected.		
2	Proof of the Bidder being based in the State of Kerala and their operation in these areas. Attach self-attested copy of proof.		
3	Bidders self-attested copy of the PAN card issued by the Income Tax Department.		
4	Bidders self-attested copy of Goods and Service Tax Registration Number (if applicable).		
5	Bidders self-attested copy of valid Employee Provident Fund Registration Number from concerned authorities of the State of Kerala		
6	Bidders self-attested copy of valid ESI Registration Number from concerned authorities of the State of Kerala		
7	Bidders self-attested copy of Valid License to provide Contract Labor under the Contract Labor (Regulation and Abolition) Act issued by Central Government / Government of Kerala		
8	The Bidder should have rendered similar satisfactory services of providing DRIVER Services on contract basis to at least three Public sector Insurance Company/Public sector bank/Central or State Government undertaking /Autonomous Institute/Corporate Establishment of repute having minimum paid-up capital of Rs.25 lacs (Rupees Fifty lakhs) for minimum experience of continuous TWO Years of each Firm/Company/PSU etc.. Attach Certificates of Experience and satisfactory completion of work awarded from concerned Establishment/Companies.		
9	Attach Certificate from Chartered Accountant as proof of Annual Turnover for the Financial years ,		

	2020-21 and 2021-22.		
10	Bidders self-attested copy of Registered Partnership Deed / Certificate of Incorporation and Registration Certificate of the firm / company.		
11	Compliance Report as per given draft at (Annexure-II of the Tender Document).		
12	Declaration in the form of affidavit on non-judicial stamp paper of requisite value duly Notarized that individual /firm/organization including its Partners/Shareholders/Directors were never blacklisted/prosecuted by any department/statutory authority in India or by any Court.(Annexure-VI of the tender document).		
13	Tendering Agency's profile as per Annexure III of the tender document.		
14	Non-relationship Certificate for participation of near relative of employees in the tender /execution of work as per Annexure IV.		
15	Certificate confirming the number of workers including Drivers on rolls of the Bidder as on 31/03/2023 (to be eligible the number should not be less than 25). Attach Certificate issued by Chartered Accountant as per Annexure XIII.		
16	List of Present and Past Client during the last TWO YEARS which include at least three Government / Public Sector Undertaking or any Private Company along with Experience Certificates issued by Clients as per Annexure XII.		
17	Photo-copy of canceled cheque of Bank Account of the Bidder. Signature and Seal of Bidder		

SIGNATURE AND SEAL OF BIDDER

COMPLIANCE REPORT

To
The Deputy General Manager,
The Oriental Insurance Company Limited
Regional Office, Cochin

Sub: Regarding tender for "Providing Housekeeping and Driver Services to
OICL, Cochin

Dear Sir/Madam,

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 as fixed or prescribed under the minimum wages, Act, 1948 as notified / revised by Joint Secretary (Labour), Government of (Labor Department), INDIA Sate Government of Kerala 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 1923 (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 by me / us.

I/We possess license / certificate issued by concerned Department of Central Government / Government of Kerala for providing Manpower on Contract Basis under the Contract Labor (R&A) Act 1970 and the Contract Labor (R&A) Central Rules, 1971 and rules framed there under. I/We would deploy Manpower at OICL premises as per norms prescribed under the said Act.

I/We will also obtain License under Contract Labor (R & A) Act, 1970 to provide Manpower on Contract Basis to OICL, if applicable is certified that I/We have read the tender document containing Technical Bid - Section-I (Notice inviting Tender), Section-2 (Eligibility Criteria), Section-3 (Instructions to Bidders), Section-4 (Terms and Conditions) and all Annexures attached (I to XIII) 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 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 in near future.

Place:

Signature of Bidder: _____

Date:

Name of the Bidder: _____

Address: _____

**BIDDING AGENCY'S PROFILE**

1	Name and Registered Address of Firm/Agency and Telephone numbers.	
2	Whether based in Kerala and registered with ESI and PF authorities and other statutory authorities in Kerala	
3	Registration Number of the Firm/Agency. (Attach photocopy)	
4	Name, Designation, Address & Telephone / Mobile Number of Authorized person of firm / Contractor.	
5	Fax Number E- Mail Mobile Number	
6	Please specify as to whether Bidder is sole proprietor /Partnership firm / company or any other establishment.	
7	Name, Address and Telephone No.of Heads/ partners etc. be specified	
8	License Number for providing Contract Labour issued by Appropriate Government Authority Kerala (Attach photocopy)	
9	PAN / TAN Number issued by Income Tax Department. (Attach Photocopy)	
10	Provident Fund Account Number (Attach photocopy)	
11	ESI Number (Attach photocopy)	
12	Goods and Service Tax Registration Number (Attach photocopy)	
13	Details of Bid Security deposited: (a) Amount : b) DD No. (c) Date of issue: (d) Name of issuing Bank	

14	Name of the person, if any, to whom Authorization / Power of Attorney granted. (Attach photo-copy of Authorization / Power of Attorney)	
15	Bank Account Details of the Firm: (A) Bank Account Number (B) Bank Name and Address (C) IFSC Code (D) MICR Code (Attach photo-copy of canceled cheque).	
16	Any other information	

Signature of the Bidder with Seal.



ANNEXURE- IV

**Participation of near relatives of OICL employees in the tender /
Execution of works.**

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

Signature of Bidder with Seal.
Name of the Bidder.
Designation:



ANNEXURE V

NO DUES CERTIFICATE

Please do not submit this Indemnity bond now.
(To be submitted when the contract is canceled/Terminated/ Completed for refund of 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 COCHIN by on behalf of (Name and address of the Housekeeping & Driver Service Provider) (herein referred to as the Service Provider) favoring The Oriental Insurance Company Limited (herein referred to as the OICL having its registered and corporate office at G+4 floors, Plate-A, Office Block-4, NBCC Office Complex, Kidwai Nagar East , New Delhi 110 023 witness as follows:

- 1) The Service Provider had been working for the OICL, Cochin, for Providing Housekeeping & Driver Services.
- 2) The Service Provider has made a security deposit of Rs.1,50,000/- (Rupees One lakh fifty thousand only) for Driver Services as provided under item No.1 above
- 3) The Contract for providing Driver services on hire has been completed/ terminated by the OICL / Canceled by the OICL / Service Provider w.e.f.
- 4) The Service Provider has paid all dues of the workers engaged in aforesaid Driver services and has also paid all the bills of the materials purchased for the purpose of the above mentioned Driver service under item No.1.
- 5) The Service Provider having satisfied the OICL that there are no outstanding dues of any sort and also that he has not caused any damage to the property of the OICL and on the request of the Service Provider the OICL has agreed to refund the aforesaid security deposit of Rs.

6) Now in the above premises and in consideration thereof Service Provider agrees and undertakes as follows:

A) In the event of any dues to the workers found to be still unpaid or any amount found outstanding to the supplier of goods and articles purchased for the purpose of aforesaid Driver Services as provided under item No.1 or in the event of any damage, breakage or any other injury to the property of the Principal caused by the service provider or his workers, the contractor shall, on being required by the OICL, pay and make good all those dues or damages forthwith.

B) In the event of delay of failure to pay or make good any amount in the above connection which the OICL has to pay or make good any such bills or incur any expenses or defend any proceedings with regard to the above Service Provider (Name of the Service Provider) hereby undertakes to indemnify the Principal against all claims, demands, expense, losses, proceedings and all liabilities of whatsoever nature. In witness whereof the Service Provider has signed his 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 with Stamp of Firm (Indemnifier)

2. Signature:

Name :

Address :



ANNEXURE –VI

**(AFFIDAVIT ON STAMP PAPER OF REQUISITE VALUE, REGARDING ON
BLACK LISTING/ NON-PROSECUTION)
(To be notarized)**

Date:

I hereby declare that neither me nor our Organization Including our Partners/Shareholders/Directors were ever blacklisted OR Prosecuted by any departments or statutory body (ies) in any State in India or by any Courts of Law.

Witness:

Deponent

Verification:

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

Deponent.



SCOPE OF SERVICE FOR DRIVER

The services of driver is required for 10 hours daily (excluding lunch time of half an hour) on six days a week basis. The duty hour of driver will start from the actual time of reporting for duty intimated to him by authorized official of the company and will end from the actual time of relieving from duty. However, if need be, the driver can be called for duty at any hour and can be used beyond the daily limit of 10 hours and on Holidays/Sundays, for which “Per Hour Rate” as Overtime Charges will be reimbursed to the Bidder. The driver has to report at the place of duty at any location within Cochin intimated to him as per need by the Company's authorized officer. The location of reporting for duty may vary on day-to-day basis as per requirement of the Company. Driver may be required to report for duty to another place during duty. The overtime will be paid as per actual hours of duty performed by the driver subject to the following daily/monthly maximum limits:-

The Driver will be considered under the Skilled Category as per Order F. No. 1/20(3)/2020/LS/II/ dated 12/10/2020 issued by Government of India, Ministry of Labor & Employment, Office of the Chief Labor Commissioner (C), New Delhi. The wages for Driver will be revised as per the notifications of Minimum Wages issued by Government of Kerala (Labor Department) from time to time.

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

The Driver should have a valid Driving License for driving a car including for driving in hill stations and difficult terrains. The driver should be young and physically fit, say not more than 40 years. The Driver should always carry original valid Driving License with him whilst on duty and follow all the traffic rules strictly.

In case any penalty is imposed by the Police and/ or Other Authorities for not carrying original valid Driving License by Driver or for violating the traffic rules, the penalty imposed will be borne by the Bidder or the same will be recovered by OICL from the amount payable to the contractor.

The behavior of the driver should be polite, cordial, obedient and he should not have been convicted in any Civil or Criminal Court/Law Agencies. The Bidder, on award of contract, shall have to give Undertaking in this regard to OICL. In case of any misbehavior, in addition to taking legal action, the Bidder will be penalized for the same and the decision of the competent authority of the company in this regard shall be final and binding on the Bidder.

The driver, in addition to safe driving of the car, would receive/ alight the occupants in a very respectful manner and his/her baggage and would obey the instructions of the occupants.

The driver would wear well stitched and ironed uniform during duty hours as approved by OICL and provided by the Bidder treating it as a mandatory requirement and the cost of providing uniforms will be borne in full by the Bidder. The Bidder will provide at least two sets of Uniforms with Cap every year to the driver after obtaining approval of color and design from OICL. **A penalty of Rs.50/- per occasion will be imposed, if the driver is found not wearing the approved uniform during duty hours.**

The Driver is required to maintain/up-date Log Book on daily basis for use of the Vehicle provided by the Company on the basis of duties given to him and produce the same to the company officials whenever demanded/required for record and other purposes. The calculations of overtime payable will be made on the basis of entries in the Log Book duly signed/certified by the User / Officer.

- | |
|--|
| 1. The driver will carry-out daily cleaning of the car provided to him for driving and maintain the same in a good presentable condition. The cleaning material will be provided by the Company. |
| 2. The bidder will issue Name Badge to the driver deputed for OICL and the driver will have to wear the name badge during duty hours as a mandatory requirement. |

**“DEPLOYMENT OF WORKERS/DRIVER”**

The Contractor shall be responsible to employ only those Drivers who have worked at least for One year in a reputed organization. Besides experience, the driver should be well versed in speaking, reading and writing Hindi /English as senior executives of OICL from Delhi will be frequently visiting Cochin.

The Contractor shall employ under mentioned worker for rendering satisfactory services on all days i.e. six days a week.

Driver for Cochin Regional Office	1	10 hours per day (excluding half an hour lunch time)
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Note: Timings can be altered at the discretion of OICL.

- 1). The Contractor should furnish a schedule every week/fortnightly after consultation with OICL regarding the shift duties of the various workers employed.
- 2). The employees engaged by the Contractor should observe the discipline and should see that the decency and decorum are maintained within the course of their employment.
- 3). The experience and qualification can be relaxed at the sole discretion of OICL depending upon the merits of each case individually. The contractor 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 with the bio-data along with photo of all the persons to be deployed under this contract to OICL with proper certification that they are satisfied with their bonafides and that their necessary verification has been done from the proper authorities.

Thereafter all the workers or Supervisor to be employed by the Contractor will first be screened / interviewed by OICL and only on being found fit for the job by OICL will be allowed to be deputed for the job by the Contractor and that the Contractor should facilitate the process of screening/interview. This process shall also be followed for any mid-term inclusion of the workers due to additional need or termination. The format for the bio-data will be given by OICL.

5). The services of the workers once approved by OICL will not be dispensed with or they will not be replaced by the Contractor without the approval and consent of OICL in writing.

6). OICL has the discretion to increase / decrease the number of workers as per its requirement. Accordingly, amount payable per month will also increase/decrease as per Minimum Wages Act and %age of service charges quoted in the Financial Bid.

7). OICL reserves the right to expel any employee of the Contractor who is found guilty of misconduct.

8). The Company will always have the right to conduct a search of the Contractor's employees and/or any of their vehicles used for transportation of material while entering/going out of the Company's Premises or inside the premises.



**Proposed set of Uniforms for deployed staff
(To be arranged and provided by the Contractor)**

1. The contractor will provide to all Workers deployed for OICL two sets of uniform and other accessories once the work is awarded as per the design and color to be decided by OICL.
2. The cost of all the items of the uniform and accessories for the Workers, Driver and Supervisor has to be borne by the Contractor who also has to ensure that the uniforms are always kept neat and clean at all times by them.



**“SERVICE CHARGES”
[COST OF SERVICES]**

1. The contractor will be paid minimum wages, cost of statutory benefits and other amenities besides his Service Charges/Administrative Charges as per Financial Bid. Minimum wages per month and other statutory payments will be paid by the Contractor to workers and reimbursed to Contractor as per Minimum Wages Act and other statutes in force and amended from time to time. Percentage of Service/Administrative Charges quoted by the Contractor in Financial Bid will remain fixed during the contract period of 3 years of Contract. **The service charges quoted by the bidder cannot be less than 4 per cent.**
2. Initially the contract will be for three years from the date of the award of the work. On Satisfactory completion of initial term of 3 years of the contract, the contract may be renewal for further period of 3 years with the same terms and conditions, while renewing contract for further term of 3 years. However, any increase in Minimum Wages during the contract period will be paid to the contractor subject to submission of proof of such increase in Minimum wages. Thus, the net amount thereof will vary depending upon revision of minimum wages from time to time.
3. The Contractor will be required to take **Personal Accident Insurance policy and Employer Liability insurance policy (W. C. Insurance)** in respect of his all the workers deployed in OICL and 50% cost of such insurance policies will be reimbursed by OICL.
4. Nature and design of Uniform will be decided by OICL and the cost of uniforms will be borne by Contractor.
5. The Service Charges quoted by the Bidder should take into account all expenses which is required to be borne by the Bidder as per the Tender Document.

**ANNEXURE XI****“PAYMENT TERMS AND CONDITIONS”
BILLING PROCESS AND DOCUMENTS**

Sl. No.	Requirement	Timeline	Information required	Support Document
1	Site-wise bill for monthly charges for workers (i.e. reimbursement of minimum wages & statutory payments for workers plus fixed %age towards Administrative/Service Charges	To be raised every month	Following information is required in the bill a. Bill number and date clearly written. b. GST of OICL and the contractor [No GST will be payable in case invoice does not carry the GST Number c. TAN/PAN Number	a. Photocopy of the attendance register of the relevant month duly Charges for Workers (i.e. every month. b. Salary receipt sheet of that month on the prescribed format under the relevant statues duly endorsed by the Contractor. Copy of bank passbook confirming the payment of wages to the workers for the relevant month should be submitted to OICL. c. Photocopy of Challan of previous month EPF and ESI duly deposited with the appropriate authority (Employers' and Employees' contribution) along with list of workers bearing PF/ESI Number, their individual amount of PF/ESI deposited (Employers' and Number. Employees' Share). The challan

				<p>should not include the PF/ESI deposit of the other firms of the contractor</p> <p>d. If payment made by cheque, then a copy of Bank Account Statement of previous month showing credit of wages/benefits in favor of workmen should be submitted every month with the bill.</p> <p>e. Any other document as required by OICL.</p>
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PAYMENT CRITERIA

Sl.No.	Payment Mode	Payment against	Timeline	Deductions
1	Payment will be made through ECS only	Bill raised for payment given as above	Within 15 days from the date of receipt of bill (if delayed for whatsoever reason , no interest will be paid)	Deductions/ Penalty, if any, will be made by OICL from the monthly payment to contractor.

The Bidder will be required to make payment to the Driver deployed only through E-payment or through “Account Payee” Cheque Only along with photocopy of Bank Passbook and is required to submit proof of such payment along with Monthly Bills for claiming reimbursement from the Company **treating it as a mandatory requirement and no deviation in the mode of payment to drivers will be permitted.**

The contractor will be required to raise bills every month on Cochin RO. The payment for the bills will be done by RO Cochin.



LIST OF PRESENT AND PAST CLIENTS

(Please give complete details as per the following format along with the Experience Certificate issued by Clients. The information provided will facilitate evaluation of Technical Bid).

Sl. No.	Name of the Organization with complete name and address mentioning PSU/Pvt Sector/Govt. Body/Corporate Establishment etc	Name and Designation of Contact person with Tel. No./Mobile No.	Period for which contract awarded	No. of workers deployed by your company/Firm	Nature of work and annual turn over from this client

**ANNEXURE XIII****CERTIFICATE REGARDING CONFIRMATION OF NUMBER OF WORKERS ON THE ROLLS OF THE BIDDER AS ON 31/03/2023**

I / We, M/s , the Bidder for providing Workers on Contract Basis to The Oriental Insurance Company Limited, Regional Office, Metro Palace, Ground Floor, North Railway Station Road, Ernakulam, Cochin – 18 hereby confirm that the total number of workers on our rolls as on 31/03/2023 is (No. _____ in words :)

The site / contract-wise break -up of the same is as under:

Sl. No.	Name of the Principal/Employer	Site/Location address	No. of workers provided as on 31/03/2023
		Grand Total	

SIGNATURE & SEAL OF THE BIDDER

Certified that the figure regarding number of Workers on the rolls of Mr. / M/s. , the Bidder for providing Housekeeping Services as mentioned above is true as per their Books of Accounts and other related records like PF / ESI etc. as on 31/03/2023.

LIST OF OICL LOCATIONS WHERE WORKERS ARE REQUIRED TO BE DEPLOYED

Sl. No.	Office Name	House Keeping Workers	Driver	Place
1	Regional Office, Cochin		1	Cochin



PART – II

TENDER DOCUMENT FOR PROVIDING
“Driver on monthly contract basis”
AT
The ORIENTAL INSURANCE COMPANY LIMITED
REGIONAL OFFICE, COCHIN



FINANCIAL BID

THE ORIENTAL INSURANCE COMPANY LIMITED
REGIONAL OFFICE,
METRO PALACE, GROUND FLOOR
NORTH RAILWAY STATION ROAD, ERNAKULAM, COCHIN - 682018

Ph. 0484-2579100

CIN NO. : U66010DL1947GOI007158



FINANCIAL BID

Important Instructions for submission of Financial Bid The number & category of workers to be deployed at RO COCHIN for the administration of this contract shall be as under:

Designation	No. to be deployed	Category for the purpose of minimum wages
Driver	1	Skilled

The Regional Office, Cochin of OICL has the discretion and may ask the Service Provider to deploy more or less number of workers as per its requirement, from time to time. The payment for additional workers will be as per the rates agreed and specified by the bidder in their quotation. The Service Provider will be reimbursed as per category of workers (Minimum Wages Act) and % service charge quoted in the Financial Bid.

The payment to the Service Provider i.e. their monthly Bill will comprise of two components (Statutory payments like PF and ESI and Fixed %age Administrative / Service Charges). Before quoting the charges in the financial bid, Service Provider should keep in mind the following facts in addition to the other terms and conditions of the Technical Bid (Part-I) and also as mentioned elsewhere in the Tender document.

I. Statutory Payments: -

The Service Provider will be required to make following statutory payments to Workers deployed by them at RO Cochin as per this tender and remit mandatory contribution to concerned Statutory Authorities as under:

(a) Minimum Wages to Workers deployed under this tender as per Minimum Wages Act 1948 as notified / revised by Chief Labor Commissioner - Central, Ministry of Labor and Employment, Government of India or as fixed by Labor Department, Kerala Government, whichever is applicable. A copy of the latest Gazette Notification dated 12.10.2020 issued by Chief Labor Commissioner (Central), Ministry of Labor and Employment, Government of India with regard to payment of minimum wages applicable as on date is annexed for information.

(b) Employers' contribution toward PF under EPF Act 1952,

(c) Employers' contribution toward ESI Scheme under ESI Act 1948

(d) Payment of Bonus under Payment of Bonus Act, 1965,

(e) Payment of compensation for overtime / weekly off / National holiday / any other holiday, as applicable.

(f) 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 for the category of persons deployed by the Service Provider. **As this amount will keep varying, the quantum under this head need not be quoted / specified. The Bidder will only declare that he / they will make all statutory payments to his / their workers by the stipulated date and deposit statutory contributions with the concerned statutory authorities. Thereafter the Service Provider will claim these payments from OICL, RO, COCHIN on actual basis supported by documentary evidence of have made the remittances.**

Note: The above Workers deployed under this tender will be responsible for execution of Driver work as mentioned in Annexure VII titled 'Scope of Service' attached with the Technical Bid of the Tender document.

II. Fixed % age Charges: -

These are the monthly Administrative / Service Charges including various overheads & profit which is to be quoted by the bidder as fixed % age of the Statutory Payments subject to minimum charges of 4% specified under (I) above & payments on account of other benefits listed below. The percentage quoted by the bidder (should not be less than 4%) should be clearly mentioned in this Financial Bid both in figures and words. The amount towards service charges will be paid in addition to the wages paid by Service Provider to the Workers deployed under this tender. Employer's contribution towards PF / ESI will be reimbursed by OICL to the Service Provider on submission of proof of remittance.

Though the % age of service charges will remain fixed during the Contract period, the actual amount of Service Charges will keep on varying depending upon the wages reimbursement amount that will be payable every month on account of change in number of workers deployed or due to revision in wages as per the Minimum Wages Act and other permitted benefits provided to the Workers deployed under this tender.

GST if applicable shall be paid by OICL if the vendor is registered with GST. All statutory deductions such as TDS, surcharge, Education cess, Higher education cess will be deducted as per Tax Rules applicable from time to time.

General Guidelines & terms & conditions:-

During the period of Contract, the Service Provider will be paid (I) Statutory wages paid to workers plus (II) monthly Service Charges based on fixed % age (to be quoted by the bidder) of the Statutory Payments under (I) above and permitted benefits. While quoting the %age in the financial bid they are advised to keep a note of following. The amount will be paid to Service Provider following release of amount by them to their workers and depositing the mandatory amount(s) with concerned Statutory Authorities and spending amount on permitted benefits for the Workers deployed under this tender.

1. GST if applicable shall be extra and shall be borne by our Company The Oriental Insurance co ltd RO.
2. 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.

3. Service Provider shall arrange Personal Accident Insurance Policy for the workers and Drivers deployed in OICL for the amount as prescribed by our Company and Employees Compensation Policy (WC Policy) under W.C. Act or any other act in respect of Workers & Driver deployed under this tender in the Joint names of The Oriental Insurance Company Ltd as Principal and Service Provider to coincide with the period of the Contract. The Actual premium paid under the policy shall be reimbursed to the service provider by the Company on submission of proof of payment and no service charges on it will be paid by the Company.

4. The Service Provider shall arrange uniform (summer, winter including shoes) for Driver as stipulated/approved by RO on its own cost.

5. Margin for any other Statutory payments / expenses which the Service Provider expects to incur, to ensure compliance with various statutory / legal provisions of the Authorities, margin for Statutory tax deductions, expenses to be incurred for providing uniforms & washing / cleaning / ironing of uniforms and its periodical replacement, his profit, administrative and out of pocket expenses and any other expenses incidental to discharge of duties & obligations under the tender, may be kept in mind while quoting the fixed %age charges.

6. The Bidders are advised to visit the site to familiarize themselves with the RO premises area for which they are required to provide housekeeping services.

7. The Bidder/Tenderer quoting the “administrative charges /Service Charges” / Consideration less than 4% shall be treated as “Unresponsive” and will not be considered.

8. If two or more Bidders quote the same rates, the decision of the DGM of OICL about the L1 bidder will be final and it will be binding on all the bidders.

9. All the Bidders are hereby informed that the decision in regard to lowest rates quoted shall be taken on the basis of Lowest Percentage of “administrative charges/ Service Charges” quoted by the Tenderer/Bidder in their Financial Bid. However, if more than one bidder quotes the lowest rate, the decision of DGM of OICL shall be final and binding on all the Tenderer/Bidders in this regard.

FINANCIAL BID

**The bidder is to quote only fixed charges in the relevant column
(The bid will be invalid if not signed by the bidder)**

I / We hereby declare that Workers deployed by us under this tender will be paid following amounts every month for which monthly bill will be raised by us and claimed from OICL RO for payment on actual basis:

(a) Minimum Wages to Workers deployed under this tender as per The Minimum Wages Act 1948 as notified / revised by Chief Labour Commissioner - Central, Ministry of Labour and Employment, Government of India or as fixed by Labour Department, Kerala Government, whichever is applicable. A copy of the latest Gazette Notification dated 12.10.2020 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 has been carefully read by us and we shall be duty bound to comply with the same in letter and spirit.	Rs. _____
(b) Employers' contribution toward PF under EPF Act 1952	Rs. _____ % ____
(c) Employers' contribution toward ESI Scheme under ESI Act 1948	Rs. _____ % ____
(d) Payment of Bonus under Payment of Bonus Act, 1965	Rs. _____ % ____
(e) Payment of compensation for overtime / weekly off / National holiday / any other holiday, as applicable	Rs. _____ % ____
(f) All other payment to ensure compliance of various statutes of the Central Govt or State Government 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 for the category of persons deployed by me / us.	Rs. _____ % ____

I / We shall arrange **Personal Accident insurance Policy** for the amount as fixed by OICL RO and Employers Liability Policy (WC Policy) in respect of Workers & Driver deployed by me / us under this tender in the Joint names of The Oriental Insurance Company Ltd as Principal and ourselves as Service Provider to coincide with the period of the Contract. **50% premium & GST** will be reimbursed to me/us by OICL RO on production of premium receipt.

I / We shall arrange uniform (summer, winter including shoes) for workers & driver deployed as stipulated/approved by RO at my/our own cost and I / We will be responsible for washing / cleaning / ironing & replacement of uniform.

I / We also confirm that GST (Goods and Service Tax) if applicable shall be charged extra by me/ us which will be borne by OICL. All statutory deductions such as TDS, Surcharge, Education cess, Higher education cess etc will be deducted by OICL from our bill as applicable from time to time. OICL will make payment to us on the basis of actual amount paid by us to my / our workers & Driver deployed by me / us at OICL (with deduction of statutory taxes as applicable) following payment of amount by me/us to our Workers deployed under this tender. OICL will also make payment of %age monthly Administrative Expenses as per ' Service Charges' (Annexure X) subject to compliance by me / us to requirements as per Billing Process & Documents (Annexure XI) of the Technical Bid of this Tender document.

Date:

Place:

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Signature:

Name of Signatory:

(The bid will be invalid if not signed by the bidder)

While quoting the %age of administrative charges bidders have kept in mind, the following

- (i) Nature of services as illustrated in 'Scope of Service' – Annexure VII., of the Technical Tender document.
- (ii) Statutory payment / expenses which I / we expect to incur to ensure compliance with various statutory / legal provisions of the Authorities,
- (iii) Margin for Statutory tax deductions,
- (iv) Expenses to be incurred for providing uniforms and washing / cleaning / ironing of uniforms and its replacement,
- (v) Our profit & administrative expenses
- (vi) Out of pocket expenses
- (vii) And other expenses and any other overheads likely to be incurred in discharge of duties & obligations under this tender.

I / We hereby quote our **"OUTSTATION CHARGES"** per night for outstation duty performed by DRIVER is as under:

Amount (in Rupees):- _____ (IN FIGURES) per each night of out station duty

Amount (in Rupees):- _____ IN WORDS

Hourly rate for overtime payable to Driver for each Hour: Rs. _____ per hour** Driver duty performed on Holiday / Week end: Per day rate: Rs. _____ per day **

** Payable in addition to the monthly Minimum wage for Driver

NOTE: - To claim overtime charges, Minimum One Hour overtime after normal working hours should be performed by the Driver. No overtime payment will be made for part of an hour. No overtime payment shall be made for Housekeeping workers.

FINANCIAL BID FOR SUPPLY OF DRIVER

Name of the Bidder: _____

Address of the Bidder: _____

Service Charges / Administrative Charges including Cost of Materials

I / We hereby quote our fixed %age administrative / service charges as under:-

Amount in figures Rs. _____ % of the monthly Wage Bill

Amount in words Rs. _____ Percent of monthly wage bill

I/We hereby quote our **"OUTSTATION CHARGES"** per night for outstation duty performed by DRIVER is as under:

Amount in figures Rs. _____ % of the monthly Wage Bill

Amount in words Rs. _____ Percent of monthly wage bill

Hourly rate for overtime payable to Driver for each Hour: per hour** Driver duty performed on Holiday / Week end: Per day rate: Rs. per day **

** Payable in addition to the monthly Minimum wage for Driver

NOTE: - To claim overtime charges, Minimum One Hour overtime after normal working hours should be performed by the Driver. No overtime payment will be made for part of an hour.

(Note: Any cutting / overwriting / inconsistency in the financial bid will render it invalid and decision of OICL RO. COCHIN will be final)

These administrative / service charges will be paid to me/us by OICL RO on actual amount paid by me / us to the Driver as mentioned in the bill raised by me / us every month calculated as per the provisions above. This percentage of service charges will remain fixed during the period of contract.

Though the % age of charges will remain fixed during the Contract period, the actual amount of monthly Administrative / Service Charges may vary depending upon the amount that will be claimed every month due to revision of Minimum wages from time to time.

L-1 Bidder/Tender will be decided on the basis of Lowest RATE/service charges (over and above all the wages, ESI, EPF, taxes etc. which are as per law) in percentage (%) terms quoted by the Bidder/Tenders (minimum 4%), please see other terms and conditions mentioned in the documents.

I / we agree that this Bid submitted by me / us shall be valid for a period of 120 days (one hundred twenty days) from the date of opening of the tender by OICL.

GST if applicable shall be extra and borne by OICL. I/We agree to all the terms and conditions of the tender document.

Date:
Place:

Signature:
Name of Signatory:

(The bid will be invalid if not signed by the bidder)

THE ORIENTAL INSURANCE COMPANY LIMITED, REGIONAL OFFICE, COCHIN
Tender : OICL/KOCHI/ESTB/2023-24/01 dated 22.01.2024