

Oriental Insurance

(A Govt. of India Undertaking)

TENDER DOCUMENT FOR PROVIDING
GUEST HOUSE CARETAKER & HELPER
AT
RO - PUNE AND OTHER OFFICES
APRIL-2024



THE ORIENTAL INSURANCE COMPANY LIMITED

**REGIONAL OFFICE, PUNE
101,102 – FIRST FLOOR, MAYFAIR TOWERS,
WAKDEWADI, MUMBAI PUNE HIGHWAY, PUNE -411005**

THE ORIENTAL INSURANCE COMPANY LIMITED, REGIONAL OFFICE, PUNE

Tender: OICL/PURO/ESTB/2024-25/01 dated 23/04/2024

**TENDER DOCUMENT FOR PROVIDING
GUEST HOUSE CARETAKE & HELPER
ON MONTHLY CONTRACT BASIS**

at

**Our Regional Office-PUNE
and Other Offices under
R.O. PUNE**



**THE ORIENTAL INSURANCE COMPANY LIMITED
REGIONAL OFFICE, PUNE, 101,102 – FIRST FLOOR, MAYFAIR TOWERS,
WAKDEWADI, MUMBAI PUNE HIGHWAY, PUNE -411005**

Ph. 020-41320083

CIN NO. : U66010DL1947GOI007158

**TENDER DOCUMENT FOR PROVIDING
“GUEST HOUSE CARETAKER & HELPER”
AT
OICL, REGIONAL OFFICE PUNE
AND OTHER OFFICES UNDER RO PUNE**

PART-1 (TECHNICAL BID)

CONTENTS

PART I - TECHNICAL BID

S. No.	Item	Page No.
1	Cover Page	1
2	Title Page	2
3	Contents	3
4	Section — 1: Notice Inviting Tender	4
5	Section — 2: Eligibility Criteria	6
6	Section — 3 : Instructions to Bidders	7
7	Section — 4 : Terms and conditions	15
8	Annexures	
	Annexure I — Checklist of documents placed in Technical Bid Part-I	25
	Annexure II - Compliance Report.	27
	Annexure III - Tendering Contractor’s Profile	28
	Annexure IV - Participation of near relatives of employees	30
	Annexure V - No Dues Certificate	31
	Annexure VI - Affidavit regarding Non Blacklisting/Prosecution	32
	Annexure VII — Scope of Services	33
	Annexure VIII — Deployment of Workers	40
	Annexure IX — Uniform for Workers	42
	Annexure X — Service Charges	43
	Annexure XI — Billing Process and Documents	44
	Annexure XII — List of Clients	47
	Annexure XIII — Certificate regarding Workers on Rolls as on 31/03/2022	48
	List of offices and man power requirement at each office	49

NOTICE INVITING TENDER FOR PROVIDING GUEST HOUSE CARETAKER & HELPER ON MONTHLY CONTRACT BASIS

The REGIONAL MANAGER, The Oriental Insurance Company Limited (OICL), Pune invites sealed tenders in the prescribed format under two bid system - Technical Bid (Part-I unpriced) & Financial Bid (Part-II priced) - from the Guest House Caretaker & Helper 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 Labour Department and possess a valid license under the Contract Labour (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 Labour. 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 GUEST HOUSE CARETAKER & HELPER 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 REGIONAL MANAGER, The Oriental Insurance Company Limited (OICL), Regional Office, Pune, 101,102 – FIRST FLOOR, MAYFAIR TOWERS, WAKDEWADI, MUMBAI PUNE HIGHWAY, PUNE -411005 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 favor of “The Oriental Insurance Company Limited” payable at PUNE 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 23/04/2024 to 14/05/2024 between 11.00 AM to 3.30 PM on all working days.
ii) Last date & time for submission of tender	14/05/2024 5:00 PM.
iii) Date & time of opening of Technical Bids	17/05/2024 at 11.30 A.M.
iv) Date & time of opening of Financial Bids	Will be intimated to the technically qualifying bidders at a later date.
vi) 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)

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.

REGIONAL MANAGER, The Oriental Insurance Company Limited, Regional Office, Pune reserves the right to accept or reject any or all of the tenders without assigning any reason(s) whatsoever.

REGIONAL MANAGER.

ELIGIBILITY CRITERIA

1. The Bidder should be based at Pune and operating their business in Maharashtra State. Attach self-attested photo-copy of proof.
2. The Bidders should be possessing / holding a valid License issued by the Central Government / concerned Department of Government of Maharashtra for providing workers under the Contract Labour (Regulation and Abolition) Act. The successful Bidder would be required to deploy the workers Labour at the office premises of OICL as per norms prescribed under the said Act. Attach self- attested photo-copy of Registration with Govt. Labour Dept. & License.
3. The Bidder should possess valid Provident Fund Registration Number under the EPF Act 1952 with PF Department in Maharashtra. Attach self-attested photo copy.
4. The Bidder should possess valid ESI Registration Number under the ESI Act 1948 with ESI Authorities in Maharashtra. Attach self-attested photo-copy.
5. The Bidder should have a minimum experience of continuous Three financial years (as on 31.03.2024) in the field of providing Guest House Caretaker & Helper on Contract Basis. Attach self- attested photocopy of proof.
6. The Bidder should have rendered similar satisfactory services of providing Guest House Caretaker & Helper 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.
7. 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, 2023-24. Attach Certificates from your Chartered Accountant.
8. The Bidder should have on their wage rolls minimum 25 workers/ Man power in Maharashtra state as on 31/03/2024. Attach Certificate from Chartered Accountant in this regard.
9. The tenders from any Service Provider / Contractor whose services have not been found satisfactory by OICL authorities earlier shall not be entertained.
10. 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.
11. 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 REGIONAL MANAGER, OICL, Pune, on behalf of The Oriental Insurance Company Limited, for "Providing Guest House Caretaker & Helper at the Regional office, Pune 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 Bidder shall be required to provide the Guest House Caretaker & Helper 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 Guest House Caretaker & Helper. 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 3.85 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, Pune, 101,102 – FIRST FLOOR, MAYFAIR TOWERS, WAKDEWADI, MUMBAI PUNE HIGHWAY, PUNE -411005 , by submitting a written request on the letter .

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 Guest House Caretaker & Helper ON MONTHLY CONTRACT BASIS”.

LAST DATE FOR SUBMISSION OF BIDS:

The bids should reach the THE REGIONAL MANAGER, THE ORIENTAL INSURANCE COMPANY LIMITED, REGIONAL OFFICE,PUNE, 101,102 – FIRST FLOOR, MAYFAIR TOWERS, WAKDEWADI, MUMBAI PUNE HIGHWAY, PUNE -411005 on or before 5:00 PM on 14/05/2024. 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 Pune issued by any scheduled or commercial bank. Payment of EMD through Cheque or any other mode is not acceptable.

6. EXPERIENCE REQUIREMENT:

The bidder should have a minimum experience of 3 years as on 31.03.2024 in providing Guest House Caretaker & Helper to office premises /residential training centers/Guest House 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:

1. Self-attested Copy of PAN Card issued by the Income Tax Department.
2. Self-attested Copy of GST No. issued by Competent Authority (if applicable)
3. Self-Attested Copy of PF registration certificate issued by the concerned authority.
4. Self-attested copy of ESI Registration Certificate issued by the concerned authority.
5. Proof of turnover for the last two financial years (2020-22 & 2022-23) duly certified by a Chartered Accountant. (Attach certificate).
6. The Agency should be registered as Firm with appropriate Authority or a Company registered under Companies Act (Attach Certificate).
7. Compliance Report as per given draft at Annexure II in the Tender Document.
8. 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).

9. Self-attested copy of Valid License issued under the Contract Labour (Regulations and Abolition) Act issued by appropriate authority.
10. Tendering Agency's profile (as per Annexure III of the Tender Document).
11. 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.
12. List of Clients of bidder along with Experience Certificates from the clients as per Annexure XII of Tender Document.
13. Certificate regarding workers on the rolls of Bidder issued by Chartered Account as per Annexure XIII of Tender Document.
14. 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 Guest House Caretaker & Helper .

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 Maharashtra (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, Pune 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 REGIONAL MANAGER, OICL, RO, Pune may at his discretion, extend the date and time for the submission of tenders suitably. Before opening of financial bids, the REGIONAL MANAGER, OICL, RO Pune may at his 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.

13. OPENING OF TENDERS:

The Technical Bids (Part — I) shall be opened on 17/05/2024 at 11.30 A.M. in the Regional Office of The Oriental Insurance Company Limited, Pune. 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, Pune, 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 Pune. 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:
 - Comply with all the terms and conditions of the agreement.

- 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.

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 cooperate 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 Guest House Caretaker & Helper 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.

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. 50,000/- (Fifty Thousand only) as security amount by a Demand Draft only drawn in the favor of "The Oriental Insurance Company Limited" payable at Pune 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 (EMD + Security Dposit) amount of Rs. 1,00,000/- (Rs. One Lakh only) will remain with OICL throughout the period of contract. This security amount of Rs.1,00,000 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. 1,00,000/- (Rupees One Lakh 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.1,00,000/-.

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 Guest House Caretaker & Helper 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 Guest House Caretaker & Helper under Contract Labour (Regulation and Abolition Act 1970).

The Bidder/Contractor should have a valid License to provide Contract Labour under the Contract Labour (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 Guest House Caretaker & Helper Contract to them by OICL to the office of The Labour Commissioner, Pune, and obtain permission and License, if any, required. The copy of the permission so obtained from the Labour commissioner is required to be submitted to OICL, RO Pune 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 /Maharashtra 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.

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 provide the quality and quantity of materials for caretaking work as specified in Annexure VII and shall maintain the same throughout the period of contract. The bidder shall take into consideration the cost of materials while quoting the services charges / Administrative charges in the financial bid.

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 Guest House Caretaker & Helper 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 Guest House Caretaker & Helper 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 Guest House Caretaker & Helper.

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 Maharashtra, 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 Labour license under the Contract Labour (R&A) Act 1970 and the Contract Labour (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 Guest House Caretaker & Helper.

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 Labour 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, 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.1,00,000/- (Rupees One lac 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.1,00,000/- 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.1,00,000/-, 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. 1,00,000/- (Rupees One lac 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.1,00,000/-.

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, Pune 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 'Guest House Caretaker & Helper 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 Labour (Regulation and Abolition) Act, 1970 along with contract Labour (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 Labour 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 Supervisor/Workers as per the relevant statute. If the contractor calls the Supervisor/Worker for work on weekly off day then the contractor will be solely responsible for the penalty/action, if any, as per Labour 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.

Payment of bills for Guest House Caretaker & Helper services will be made on monthly basis provided that the Guest House Caretaker & Helper 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 Labour (Regulation and Abolition Act, 1970) Act No.37 of 1970 along with Contract Labour (Regulation and Abolition) Rules, 1971.

Salary sheet of the month showing receipt of the wages on the format prescribed in the Contract Labour (Regulation and Abolition Act, 1970) Act No.37 of 1970 along with Contract Labour (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 Guest House Caretaker & Helper workers as per the applicable rate from time to time and deposit the same with the appropriate authorities along with Employers 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 Supervisor and of all his workers from the appropriate authority and submit the copy of the same to OICL. The contractor shall also obtain smart card of ESI for their workers/supervisors 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 each Worker/Supervisor and hand over the same to the worker/Supervisor 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 Supervisor / Worker, if terminated, dies or leaves the job.

That the Contractor himself shall visit the premises at least once a week and whenever needed and contact the person authorized by the OICL to look into Guest House Caretaker & Helper matters. Any deficiencies in the services should be rectified immediately when pointed out by such authorized person.

It will be the responsibility of the contractor to store the materials, properly in the space provided by the OICL. The security of such material will be the sole responsibility of the Contractor.

The contractor has to ensure that the wages to the Workers are paid within the stipulated time period as provided under relevant statute in force within Maharashtra, The Contractor will not link the payment of wages of the Workers with the settlement of his bills by the OICL. The Contractor has to first pay the wages to the Workers/Supervisor 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 Guest House Caretaker & Helper staff 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 Guest House Caretaker & Helper staff 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 Guest House Caretaker & Helper staff 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 a Guest House Caretaker & Helper staff 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 Guest House Caretaker & Helper staff 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 Guest House Caretaker & Helper 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 REGIONAL MANAGER in this regard shall be final.

The contractor is required to provide alternate worker, Guest House Caretaker & Helper whenever the regular out- sourced worker 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 Guest House Caretaker & Helper - workmen/manpower

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 workmen. 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 workmen/Manpower 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 workmen/Manpower 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 Guest House Caretaker & Helper - workmen/manpower 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 workmen/manpower deputed for our Company and submit a Police Verification Report obtained from the Police Authorities in respect of each Guest House Caretaker & Helper - workmen/manpower 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 Guest House Caretaker & Helper - workmen/manpower in question is his/their own employee.
- Provide alternative workmen/manpower, whenever the regular workmen/manpower 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 workmen/manpower. In case of failure to provide alternate workmen/manpower 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 workmen/manpower in the absence of regular workmen/manpower by the Bidder is to be borne by the Bidder. The Bidder will not be allowed to pass on the penalty amount to the workmen/manpower 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 (/)

S1.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 Pune		
2	Proof of the Bidder being based in the State of Maharashtra 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 Good 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 Maharashtra		
6	Bidders self-attested copy of valid ESI Registration Number from concerned authorities of the State of Maharashtra.		
7	Bidders self-attested copy of Valid License to provide Contract Labour under the Contract Labour(Regulation and Abolition) Act issued by Central Government / Government of Maharashtra.		
8	The Bidder should have rendered similar satisfactory services of providing Guest House Caretaker & Helper 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, 2020-22 and 2022-23.		

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 REGIONAL MANAGER,
The Oriental Insurance Company Limited
Regional Office, Pune.

Sub: Regarding tender for "Providing Guest House Caretaker & Helper to OICL, Pune.

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 (Labour Department), INDIA State Government of Maharashtra 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 Labour (Regulation and Abolition Act, 1970, Contract Labour (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 Labour (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 Maharashtra for providing Manpower on Contract Basis under the Contract Labour (R&A) Act 1970 and the Contract Labour (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 Labour (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:

Name of the Bidder:

Date: Address:

BIDDING AGENCY'S PROFILE

1	Name and Registered Address of Firm/Agency and Telephone numbers.	
2	Whether based in Maharashtra and registered with ESI and PF authorities and other statutory authorities in Maharashtra	
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 of Maharashtra (Attach photo-copy)	
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 cheese).	
16	Any other information	

Signature of the Bidder with Seal.

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:

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 PUNE by on behalf of (Name and address of the Guest House Caretaker & Helper 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,, for Providing Guest House Caretaker & Helper Services.
- 2) The Service Provider has made a security deposit of Rs.1,00,000/- (Rupees One lakh only) for Guest House Caretaker & Helper as provided under item No.1 above
- 3) The Contract for providing House Keeping 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 Guest House Caretaker & Helper and has also paid all the bills of the materials purchased for the purpose of the above mentioned Guest House Caretaker & Helper services 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 Guest House Caretaker & Helper 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:

(Indemnifier)

Signature of the Service Provider with Stamp of Firm

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 OF OUTSOURCING AGENCY – Guest House Caretaker & Helper

- (1) **The Outsourcing Agency undertakes to keep Transit House in Spick and span condition at all times including:-**
- A. General cleaning/mopping and polishing of floors of the entire premises including toilets, corridors, lounges, drive-way, balcony, garage, store rooms, walls vacuuming of carpets, cleaning of glasses of windows, doors, glass panels etc., cleaning of open and covered area of the Transit House, removal of garbage, cleaning of waste-paper baskets, etc., heating the rooms with Room Heaters during winter, cleaning of sewer lines, tanks, open drains, cleaning/washing of toilets, bath rooms, changing of linens of the beds, bath rooms, upkeep and maintenance of lawns, flower beds, flower pots, sapling, etc., providing drinking water in guest rooms, dining hall etc.
 - B. Removal of waste papers and any other garbage from the entire premises, including from guest rooms, bathrooms, kitchen, the stair cases, roof tops etc.
 - X. Wet mopping of the non-carpeted area with phenyl.
 - Δ. Cleaning and mopping of stairs, pantry, kitchen and common areas
 - E. Cleaning of ash/trays.
 - Φ. Cleaning of frames, railings with Colin.
 - Γ. Stain removing of entire premises including rooms, toilets, stairs, drawing room, dining room, from furniture and equipment.
 - H. Air freshener spray to be sprayed in drawing room once every day and also as and when required and to provide mosquito repellent in each room and other places where it may be required.
 - I. Restocking of toiletries in toilets after intensive daily checking in the morning and evening, acid-harpik cleaning and scrubbing of toilets, WC's, wash-hand basins, floor area as well as tiles on walls of toilets/bath rooms and cleaning and wet mopping of mirrors, frames etc. in toilets with colin etc., filling liquid soap containers, soap cake to be provided when liquid soap dispenser is not functioning, toilet rolls/tissue papers etc., to be provided in all toilets
 - 9. Removal of bird droppings and other dirt on the inner walls or on the foot of doors, ventilators etc. as and when required.
 - K. To attend on the Guest(s) who come to reside/stay in the Transit House as authorized by the Company's authorized officer(s).
 - Λ. To arrange and provide cold drinks, tea, coffee, break-fast, lunch and dinner for such Guest(s). The said rates approved by the Company shall be displayed in the Transit House.
 - M. To provide sundry services to the guests.
 - N. To clean the utensils and crockery used in the Transit House.
 - O. To do such other things as may be required for ensuring peaceful and quite stay at the Transit

House.

The jobs mentioned at (A) to (O) above are required to be carried out daily by the Outsourcing Agency.

(2) JOBS TO BE CARRIED OUT WEEKLY

- A. Thorough cleaning/washing of the entire floor area by using vim and dry-wet Mopping phenyl etc. Scrubbing of the entire premises.
- B. Dusting of walls, roofs etc. From top downward.
- C. Brass polishing of brass/copper fixtures.
- D. Window sponging and cleaning from inside.
- E. Cleaning of drinking water pots, coolers, dust bins, buckets etc. with detergents.
- F. Weekly cleaning and dusting of Venetian blinds, curtains upholstered chairs, sofas, window panels.
- G. Vacuum cleaning of carpeted areas.

(3) JOBS TO BE CARRIED OUT FORTNIGHTLY

- A. General cleaning/dusting of panels, posters, painting, light fittings, fans, tube lights and electrical fittings.
- B. Polishing/buffing of non-carpeting floor area, cleaning of pantry/water supply fixtures, wall tiles etc.
- C. Removal of cobwebs, Vacuum cleaning of upholstery of sofas and other upholstered chairs.

(4) JOBS TO BE CARRIED OUT MONTHLY

- A. Polishing of non-carpeted floor areas, cleaning of sanitary/water supply fixtures, wall tiles etc.
- B. Removal of cobwebs.

(1)

- (A) That the Caretaker will be entitled to charge his guests for break-fast, lunch, dinner, drinks (cold, tea, coffee) provided by the Caretaker & Helper to the guests at rates approved by the Company and issue proper receipt/bill duly signed. The rates so approved by the Company shall be displayed in the Transit House and shall be made available to the guest(s) concerned.
- (B) To charge the guests for the laundry services provided by him at the rates approved by the Company and issue proper receipt/bill duly signed. The rates shall be displayed in the Transit House and shall be made available to the guest(s) concerned.
- (X) The Caretaker shall collect the stay charges from the guest(s) as per the rate approved by the

Company and issue proper receipt/bill duly signed in the prescribed format. The charges collected by the Caretaker from the guest(s) for their stay shall be deposited with the Company at the end of the month.

- (A) The Caretaker shall keep a register for the guest(s) mentioning therein the name of the guest, duration of his/her stay, amount charged from each of them for their stay.
- (E) To submit a statement of the guest(s) who stayed in the Transit House as well as the amount collected by the Caretaker from them every week to the authorized officers of the Company.
- (Φ) To maintain a Complaint Register and make the same available to guest(s) to ensure that the complaint Register is maintained in a proper condition without any tearing and damages.

(2)

(A) That none of the person(s) deputed by the Outsourcing Agency in the Transit House:-

- (i) Shall have any right to use the Transit House or facilities provided in the Transit House except for enabling him/them to carry out Caretaker & Helper's obligations under the Agreement.
- (ii) The Company shall allow only the Caretaker & Helper to reside at the specified place in the Transit House for enabling him to carry out the work under this agreement.
- (iii) Such permission to stay shall not create any right or interest in the Caretaker & Helper in respect of the Transit House or any part thereof. He further assures and promises that he shall not claim any right or interest in the premises viz. Transit House. He shall not induct or permit any other person to stay with him in place specified for him and/or any other part of the Transit House.

- (B) The Caretaker & Helper further promises that they shall be polite and will behave in a decent manner with Guests and other visitors visiting the Transit House. None of them shall use any indecent and/or any objectionable language.
- (C) The Caretaker & Helper deputed shall not consume alcoholic liquor in the Transit House at any time or smoke in the Transit House.
- (D) The Caretaker & Helper shall not allow any person other than authorized by the Company to enter Transit House or any part thereof.
- (E) The Caretaker & Helper assures that neither he suffers nor any person deployed by him in the Transit House suffers from any communicable disease and infection of any kind.
- (F) The Caretaker & Helper agrees and accepts that this agreement does not create any relationship of employer and employee between the Company and him.
- (G) The Caretaker & Helper shall furnish its bills for consumable purchased and consumed every month by the 5th day of the succeeding month.
- (H) The Company shall be entitled to deduct TDS at the rate applicable before making payments.

“DEPLOYMENT OF WORKERS”

The Outsourcing Agency shall be responsible for taking good care of all Buildings /Furniture /Fixtures / Fittings (including sanitary fittings) / Electric / Electronic / Computer items etc in the offices of OICL where the workers are deployed. They will employ only those workers who have worked at least for One year in a reputed organization. Besides experience, the Caretaker & Helper should be well versed in speaking, reading and writing Hindi /English as senior executives of OICL from Delhi will be frequently visiting Pune.

The Outsourcing Agency shall employ under mentioned workers for rendering satisfactory services on all days i.e. Full Time whole month for Guest House Caretaker & Helper.

Caretaker & Helper	2	Full time Duty
--------------------	---	----------------

Note: Timings can be altered at the discretion of OICL.

- 1). The Outsourcing Agency 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 Outsourcing Agency 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 Outsourcing Agency does not have any authority to relax the experience and qualification.
- 4).Immediately on receipt of the work order, the Outsourcing Agency 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 Outsourcing Agency 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 Outsourcing Agency and that the Outsourcing Agency should facilitate the process of screening/interview. This process shall also be followed for any mid-term inclusion of the Supervisor/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 Outsourcing Agency 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 Outsourcing Agency who is found guilty of misconduct.
- 8). The Company will always have the right to conduct a search of the Outsourcing Agency'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.

**“PAYMENT TERMS AND CONDITIONS”
BILLING PROCESS ANDF DOCUMENTS**

S. 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 No. and date clearly written. B) GST of OICL & Contractor C0 TAN/PAN Number	a. Photocopy of attendance register of the bill 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 should

				not include the PF/ESI deposit of the other firms of the contractor. 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. e. Any other document as required by OICL.
--	--	--	--	--

PAYMENT CRITERIA

S. No.	Payment Mode	Payment Against	Timeline	Deductions
1	Payment would be made through ECS only.	Bill raised for payment given 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 Outsourcing Agency)

The Bidder will be required to make payment to the Caretaking Staff and other workers 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 bill for claiming reimbursement from the Company treating it as a mandatory requirement.

The contractor will be required to raise bills every month for Pune RO and Offices which are under the control of RO-Pune as per the number of workers deployed in each office. However, the payment for the bills will be done by RO Pune only.

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).

S. No	Name of organization with complete name and address mentioning PSU/Govt./Pvt Sector/ Corporate Establishment Etc	Name & 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 turnover from this client

CERTIFICATE REGARDING CONFIRMATION OF NUMBER OF WORKERS ON THE ROLLS OF THE BIDDER AS ON 31/03/2024

I/ We, M/s , the Bidder for providing Workers on Contract Basis to The Oriental Insurance Company Limited, Regional Office, Pune hereby confirm that the total number of workers on our rolls as on 31/03/2024 is _____(No. in words)

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

S. No.	Name of the principle/Employer	Site/Location address	No of Workers provided as on 31/03/2024

SIGNATURE & SEAL OF THE BIDDER

Certified that the figure regarding number of Workers on the rolls of Mr. / M/s. , the Bidder for providing s as mentioned above is true as per their Books of Accounts and other related records like PF / ESI etc. as on 31/03/2024.

LIST OF OICL LOCATIONS WHERE WORKERS ARE REQUIRED TO BE DEPLOYED

S. No.	Office Name	Caretaker & Helper	Location
1	Guest House, Pune	1 & 1	Pune

NOTE: This is current list of workers required at respective location, this requirement may increase or decrease as per requirement.

THE ORIENTAL INSURANCE COMPANY LIMITED, REGIONAL OFFICE, PUNE
Tender: OICL/PURO/ESTB/2024-25/01 dated 23/04/2024

PART II

TENDER DOCUMENT FOR PROVIDING
“Guest House Caretaker & Helper on monthly contract basis”
AT
The ORIENTAL INSURANCE COMPANY LIMITED
REGIONAL OFFICE, PUNE
AND
OTHER OFFICES UNDER CONTROL OF
RO- PUNE

FINANCIAL BID

THE ORIENTAL INSURANCE COMPANY LIMITED
REGIONAL OFFICE, PUNE, 101,102 – FIRST FLOOR, MAYFAIR TOWERS,
WAKDEWADI, MUMBAI PUNE HIGHWAY, PUNE -411005

Ph. 020-41320083

CIN NO. : U66010DL1947GOI007158

THE ORIENTAL INSURANCE COMPANY LIMITED, REGIONAL OFFICE, PUNE
Tender: OICL/PURO/ESTB/2024-25/01 dated 23/04/2024

FINANCIAL BID

Important Instructions for submission of Financial Bid The number & category of workers to be deployed at RO PUNE & other offices under its control at various locations for the administration of this contract shall be as under:

Designation	No. to be Deployed	Category for the purpose of minimum wages
Caretaker	1	Skilled
Helper	1	Unskilled

NOTE: This is current list of workers required, this requirement may increase or decrease as per requirement.

The Regional Office, Pune 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 Pune and other offices under the control of RO — Pune 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 Labour Commissioner - Central, Ministry of Labour and Employment, Government of India or as fixed by Labour Department, Maharashtra 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 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, 19635,

(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, PUNE 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 House Keeping 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 (I) 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 Pune.
2. All statutory deductions such as TDS, surcharge, Education cess, Higher 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 s 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 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. 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.

5. The Bidders are advised to visit the site to familiarize themselves with the RO/ Guest House premises area for which they are required to provide services.

6. The Bidder/Tenderer quoting the “administrative charges /Service Charges” / Consideration less than 3.85% shall be treated as “Unresponsive” and will not be considered.

7. 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.

8. 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.

Performance Security Clause for Tender Document

Performance Security Requirement:

To ensure the successful execution and completion of the contract, the awardee (hereinafter referred to as "the Contractor") is required to furnish a Performance Security. This security shall serve as a safeguard for the Purchaser against any non-performance or breach of contract by the Contractor.

1. Amount and Form:

The Performance Security must amount to between five (5) to ten (10) percent of the total contract value, as detailed in the bidding documents. It can be furnished in any of the following forms, ensuring the Purchaser's interests are protected comprehensively:

- Insurance Surety Bond
- Account Payee Demand Draft
- Fixed Deposit Receipt from a commercial bank
- Bank Guarantee issued or confirmed by any commercial bank in India
- Online Payment in an acceptable and secure form

In cases involving Global Tender Enquiries (GTE), the Performance Security must be provided in the same currency as the contract and conform to the Uniform Rules for Demand Guarantees (URDG 758), which govern international securities.

2. Exemption Threshold:

Submission of Performance Security is exempted for contracts valued up to Rupees One Lakh (₹1,00,000).

3. Submission Deadline:

The Performance Security must be submitted within fourteen (14) days following the award notification.

4. Validity:

The validity of the Performance Security shall extend to sixty (60) days beyond the completion of all contractual obligations of the Contractor, including any warranty periods. This ensures comprehensive coverage for the duration of the contract and the settling period thereafter.

5. Forfeiture:

In the event of a breach of contract by the Contractor, the Performance Security will be forfeited and credited to the Purchaser's account, as compensation for any damages or disruptions caused by such breach.

6. Refund:

Upon the satisfactory completion of all contractual obligations by the Contractor, the Performance Security shall be refunded without interest, within sixty (60) days from the date of such completion.

7. Non-Acceptance of Progressive Guarantees:

For contracts involving the procurement of goods, unlike works or plant procurements, retaining portions of the Performance Guarantee from the first or subsequent invoices of the supplier is not acceptable.

This clause ensures that both parties are clear on the expectations and requirements regarding the Performance Security, fostering a relationship of trust and ensuring the smooth execution of the contract.

ELECTRONIC REVERSE AUCTION

In addition to the purchase through GeM portal, Competent Authority may choose to procure a subject matter of procurement by the electronic reverse auction method, if

- (a) It is feasible for the Competent Authority to formulate a detailed description of the subject matter of the procurement;
- (b) There is a competitive market of bidders anticipated to be qualified to participate in the electronic reverse auction, so that effective competition is ensured;
- (c) The criteria to be used by the Competent Authority in determining the successful bid are quantifiable and can be expressed in monetary terms.

INTEGRITY PACT

Annexure "B"

Between

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

[Name and Details of the Bidder/Contractor] hereinafter referred to as "**The Bidder / Contractor**".

Preamble

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

Section 1: Commitments of the Principal

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

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

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

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

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

Section 4: Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract Value or the amount equivalent to Performance Bank Guarantee.

Section 5: Previous transgression

1. The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes an incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

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

1. In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

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

Section 7: Criminal Charges against violating Bidder(s) / Contractors) / Subcontractors

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

Section 8: Independent External Monitor / Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval by the Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He will have access to all Contract documents, whenever required. It would be obligatory for him/her to treat the information and documents of the Bidders/ Contractors as confidential. He reports to the Chairman cum Managing Director, The Agriculture Insurance Company of India Limited.
3. The Bidders) / Contractors) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors.
4. The Monitor is under contractual obligation to treat the information and documents of the Bidders) / Contractors) / Subcontractors) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform the CMD, OICL and recuse himself/herself from that case.
5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project, provided such meetings should have an impact on the contractual relations between the principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the principal and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
7. The Monitor will submit a written report to the CMD, OICL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
8. If the Monitor has reported to the CMD, a substantiated suspicion of an offence under relevant IPC /PC Act, and the CMD has not, within a reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word 'Monitor' would include both singular and plural.

Section 9: Pact Duration

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

Section 10: Other provisions

1. This agreement is subject to Indian Law; the Place of performance and jurisdiction is the Registered Office of the Principal i.e., New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

5. Issues like Warranty/Guarantee etc shall be outside the purview of IEMs.
6. In the event of any contradiction between the Integrity Pact and its Annexure, the clause in the Integrity Pact will prevail.

[For & On behalf of the Principal]
[Office Seal]

[For & On behalf of Bidder/Contractor]
[Office Seal]

Place: _____
Date: _____

Witness 1:
(Name & Address)
Witness 2:
(Name & Address)

Micro, Small, and Medium Enterprises (MSMEs) Procurement Policy

In accordance with the Public Procurement Policy notified by the Government, The Oriental Insurance Co. Ltd is committed to supporting the growth and development of Micro, Small, and Medium Enterprises (MSMEs). To this end, The Oriental Insurance Co. Ltd shall endeavor to procure at least 25% of its total annual procurement of goods and services from MSMEs, subject to the availability of such goods and services. This initiative is aimed at fostering inclusive growth and offering equitable opportunities to MSMEs.

Eligibility for MSMEs:

MSMEs wishing to participate in our procurement processes must be registered with any of the following bodies:

- District Industries Centers (DICs)
- Khadi & Village Industries Commission (KVIC)
- Khadi & Village Industries Board (KVIB)
- Coir Board
- National Small Industries Corporation (NSIC)
- Directorate of Handicrafts and Handloom
- Any other body specified by the Ministry of Micro, Small & Medium Enterprises

Benefits and Relaxations for MSMEs:

1. **Reserved Procurement:** The Oriental Insurance Co. Ltd reserves the procurement of 358 items, as detailed in Annexure "A", exclusively for MSMEs, subject to their availability.
2. **Targeted Procurement:** A minimum of 25% of our annual procurement is targeted from MSMEs, subject to the availability of goods and services. Within this, 4% is earmarked for MSMEs owned by SC/ST entrepreneurs and 3% for Micro and Small Enterprises owned by women.
3. **Exemption from EMD and Bid Fee:** MSMEs registered under the aforementioned bodies are exempted from the deposition of Earnest Money Deposit (EMD) and Bid Fee.
4. **Price Matching:** MSMEs quoting a price within a band of L-1 + 15%, where L1 is from a non-MSME, will be allowed to supply at least 25% of the bid value at the L-1 price, subject to their lowering the price to L-1.

Relaxations for Startups:

- **EMD Exemption:** Startups are exempt from the payment of Earnest Money Deposit (EMD), fostering easier participation in the tendering process.
- **Relaxation from Prior Experience and Turnover Requirements:** Startups may be exempt from the conditions of prior experience and prior turnover, provided they meet the required quality and technical specifications.

Preference for MSME-Certified Bidders:

The Oriental Insurance Co. Ltd strongly encourages the participation of MSME-certified bidders in its procurement processes. Such bidders may be given preference in procurement decisions, aligning with our commitment to support and promote small and medium-sized enterprises.

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 Pune 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, Maharashtra 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 EST 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. _____ % _____

***** Provide Separate Financial Bids for Guest House staff (Caretaker and Helper). *****

I / We shall arrange Personal Accident insurance Policy for the amount as fixed by OICL RO PUNE and Employers Liability Policy (WC Policy) in respect of Workers 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 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 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:

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

(vi) And other expenses and any other overheads likely to be incurred in discharge of duties & obligations under this tender.

NOTE: - No overtime payment shall be made.

FINANCIAL BID FOR SUPPLY OF GUEST HOUSE CARETAKER & HELPER

Name of the Bidder:

Address of the Bidder:

Service Charges / Administrative Charges including Cost of Materials

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

Amount in figures Rs. _____ of the monthly Wage Bill

Amount in words Rs. _____ Percent of monthly wage bill

NOTE: - No overtime payment shall be made.

(Note: Any cutting / overwriting / inconsistency in the financial bid will render it invalid and decision of OICL RO. PUNE 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 workers 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 percentage 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 3.85%), 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:

Signature:

Place:

Name of Signatory:

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

THE ORIENTAL INSURANCE COMPANY LIMITED, REGIONAL OFFICE, PUNE
Tender: OICL/PURO/ESTB/2024-25/01 dated 23/04/2024