

**THE ORIENTAL INSURANCE COMPANY LIMITED**  
**REGIONAL OFFICE, JAIPUR.**

**TENDER DOCUMENT FOR PROVIDING**

**HOUSEKEEPING SERVICES**

**AT**

**OICL, REGIONAL OFFICE, JAIPUR,**

**A N D**

**VARIOUS OFFICES UNDER RO JAIPUR.**

**THE ORIENTAL INSURANCE COMPANY LIMITED**  
**III rd FLOOR , ANAND BHAWAN,**  
**JAIPUR – 302001.**

**(Please Check that number of pages are 55)**

**TENDER DOCUMENT FOR  
PROVIDING  
“HOUSEKEEPING SERVICES”  
AT  
OICL, ANAND BHAWAN, JAIPUR  
AND  
VARIOUS OFFICES UNDER RO  
JAIPUR**

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

Signature and Seal of Tenderer

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**SECTION-I**

**THE ORIENTAL INSURANCE COMPANY LIMITED**  
**REGIONAL OFFICE, ANAND BHAWAN,**  
**JAIPUR– 302001.**

**NOTICE INVITING TENDER FOR PROVIDING HOUSEKEEPING SERVICES**

Regional Manager, Establishment Deptt., The Oriental Insurance Company Limited (OICL) invites sealed tenders in the prescribed format under two bid system - **Technical Bid (Part-I un-priced) & Financial Bid (Part-II priced)** - from the Housekeeping Service Providers possessing Eligibility Criteria as under:

- 1) The Contractor should be registered as Firm with appropriate Authority or a Company registered under Companies Act (**Attach Certificate of Incorporation**).
- 2) The Contractor should be registered with the Government Labor Department and possess a valid license under the Contract Labor (Regulation and Abolition) Act for engaging the workers for providing them/deploying 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, Service Tax Number and License Number for providing Contract Labor. **Attach document in support of the same.**
- 4) **Regarding Average Turnover of the contractor , Attach Certificate from Chartered Accountant.**
- 5) The Contractor should have a **minimum experience of 1 years i.e. 2015-16** in providing Housekeeping Services to Office Premises/Training Centers of at least **three** Banks/Insurance Companies/Central or State Government Organizations/Educational Institutions **Hospitals/ Hotels/ Organizations of Repute** (Attach Certificates in support from the Concerned Employers).

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 Reg. Manager, The Oriental Insurance Company Limited (OICL), Anand Bhawan , III Floor , S. C. Road , Jaipur, against Cash payment / submission of a non-refundable Demand Draft only of Rs.1000/- (Rs. One Thousand only) drawn on any Nationalized / Scheduled bank in favour of “**The Oriental Insurance Company Limited**” payable at **Jaipur** on all working days (Monday to Friday) between 10.00 to 15.30 hours. The time schedule of tendering is specified below:-

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i)	Issue of tender document	:	<b>From 03.03.2017 to 15.03.2017 between 11.00 AM to 1.30 PM on all working days.</b>
ii)	Tender document Fee (Non-refundable)	:	<b>Rs.1000/- (Rs. One Thousand only)</b>
iii)	Last date & time for submission of tender	:	<b>17.03.2017 upto 4.00 P.M.</b>
iv)	Date & time of opening of Technical Bids	:	<b>21.03.2017 at 11.30 A.M.</b>
v)	Date of Pre-bid conference	:	<b>20.03.2017 at 11.00 A.M.</b>
vi)	Date & time of opening of Financial Bids	:	Will be intimated to the Technically qualifying bidders at a later date.
vii)	Earnest Money Deposit (EMD)	:	Through Demand Draft only of Rs. 10,000/- (Rs. Ten thousand only).

The tender document can also be downloaded from the website [www.orientalinsurance.org.in](http://www.orientalinsurance.org.in) and the same will be accepted along with the **tender fee of Rs. 1000.00 (Rupees One Thousand only)**, mentioned above, through a separate Demand Draft drawn on any Nationalized/Scheduled bank favoring “**The Oriental Insurance Company Limited, payable at Jaipur.**”

**The Tenderer s are advised to visit the 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 rates.**

**All amendments/information with respect to this Tender will be uploaded on the Company’s Website [www.orientalinsurance.org.in](http://www.orientalinsurance.org.in) and notice thereof will not be published in any newspaper. All Tenderer s are, therefore, advised to visit the website regularly for updates.**

Regional Manager, The Oriental Insurance Company Limited, reserves the right to accept / reject any or all of the tenders in part or full without assigning any reason(s).

**Regional Manager,  
Establishment Department  
The Oriental Insurance Company Limited**

## **SECTION 2**

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## **ELIGIBILITY CRITERIA**

1. The Tenderer should be based at Jaipur and operating their business in Rajasthan . **Attach photo-copy of proof.**
2. The Tenderer s should be possessing / holding a valid License issued by Central Government / concerned Department of Government of NCT for providing Contract Labor under the Contract Labor (Regulation and Abolition) Act. The successful tenderer would be required to deploy Manpower / Contract Labor at the office premises of OICL as per norms prescribed under the said Act. **Attach photo-copy.**
3. The Tenderer should possess valid Provident Fund Registration Number under EPF Act 1952 with PF Department in Rajasthan . **Attach photo-copy.**
4. The Tenderer should possess valid ESI Registration Number under ESI Act 1948 with ESI Authorities in Rajasthan **Attach photo-copy.**
5. The Tenderer should have experience of at least one years (i.e. Financial Year 2015-16) of rendering similar services of providing Housekeeping Services to office premises / training centers of **at least three** Public Sector Insurance Company / Public Sector Bank / Central or State Government Undertaking / Autonomous Institute / Corporate Establishment of repute. **Attach Certificate of Experience from concerned Establishments/Companies.**
6. Regarding annual turn-over . **Attach Certificate from Chartered Accountant**
7. **The Tenderer should have on their wage rolls minimum 50 workmen as on 31/03/2016. Attach Certificate from Chartered Accountant in this regard.**
8. The tenders (directly or indirectly) from any Service Provider / Contractor whose services have not been found satisfactory by OICL authorities earlier shall not be entertained.
9. 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.
10. The Tenders from Individual / Firm / Organization including its Partners / Shareholders / Directors who have been blacklisted / prosecuted by any departments / statutory bodies in any State or by any Court of Law, shall not be entertained.

## **SECTION 3**

### **INSTRUCTIONS OF TENDERERS**

#### **GENERAL:**

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1.1 The Oriental Insurance Company Limited, RO Jaipur, is a premier Non-Life Public Sector Insurance Company having its registered and corporate office at A-25/27, Asaf Ali Road, New Delhi, hereinafter referred to as "OICL".

1.2 Sealed tenders with proper personal identification mark, in two parts (**Part I - Technical Bid - unpriced and Part II - Financial Bid - priced**) are invited from eligible Tenderers, by Regional Manager, Establishment Department, OICL, Jaipur, on behalf of The Oriental Insurance Company Limited, for "**Providing Housekeeping Services at the below-mentioned offices premises of OICL for a period of Three years** from the date of commencement of contract as per agreement:-

### Office Premises I

**The Oriental Insurance Company Limited      Covered Area: .8810 Sq. Ft.**  
**Ill rd Floor , Anand Bhawan, S. C. Road ,**  
**Jaipur - 302001.**

### Office Premises II

**Various Offices in Rajasthan**

**Covered Area : different in each Office**

1.3 The duration of the contract for the first term is for a period of **three** years from the date of commencement of work after award of work. Initially the contract will be awarded for one year and the contractor will be paid the statutory amount, Cost of other amenities plus administrative/service charges as quoted by the Contractor in the Financial Bid. The Wages and other statutory amounts payable by contractor as per Financial bid to the workers will be reimbursed to the contractor as amended by Central Govt./State Govt. from time to time. The percentage of administrative/service charges as quoted by the Contractor in the Financial Bid, will remain fixed during the first year of the contract. On Satisfactory completion of first year of the contract, the administrative/service charges shall be increased by **10% of the previous year percentage**, while renewing contract for the second and third year. For e.g. if the contractor quotes 10% service charges/administrative charges then for first year it will be 10%, 11% for second year and 12.1% for the third year. **Service tax, 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 applicable from time to time.** Here again in the event of the Contractor not fulfilling the conditions of such automatic extension, OICL reserves its right to forfeit the **Security Deposit of Rs. 25,000/- (Rupees Twenty Five Thousand only)** placed with OICL hereinafter mentioned. However, decision of the OICL shall be final and binding on the contractor, in respect of such confiscation of the security of **Rs.35,000/-**.

## **2.0    Issue of Tender Document:**

The tender document can be obtained from the office of the Regional Manager (Estb.), The Oriental Insurance Company Limited, Anand Bhawan , S. C. Road, Jaipur, by submitting a written request on the letter head **against cash / submission of a non-refundable Demand Draft of Rs.1000/- (Rs. One Thousand only)** drawn on any Nationalized/Scheduled Bank in favour of "**The Oriental Insurance Company Limited**" payable at Jaipur only during **all working days (Monday to Friday) between 10.00**

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**hours to 15.30 hours from 03.03.2017 to 15.03.2017.** In case, the tender document is downloaded from the website, the tender fee of Rs. 1000/- should be paid through a separate demand draft drawn on a Nationalized/Scheduled bank favouring “**The Oriental Insurance Company Limited**” payable at Jaipur which should be invariably enclosed with the **Technical Bid (Part – I un-priced)**. **The tenders for which Tender Fee is not paid shall be summarily rejected.**

### **3.0 Submission of Tender:**

**3.1** The tender (containing separate sealed envelopes for **Technical Bid Part –I un-priced & Financial Bid Part – II priced**) should be submitted in a **sealed third envelope** marked on top “**Tender for Providing HouseKeeping Services at OICL, Jaipur**” with the name, address and telephone number of the Tenderer at the bottom of the cover on the left. The complete sealed tender addressed to Regional Manager, The Oriental Insurance Company Limited, III rd Floor , Anand Bhawan, S. C. Road , Jaipur **should be dropped in the locked tender box available at the IIIrd floor of premises of OICL, III rd Floor , Anand Bhawan , S. C. Road , Jaipur till 16.00 hours up to 17.03.2017.** OICL shall not be responsible if the Tenders are delivered elsewhere or are not delivered on time due to postal or any other delays.

**3.2** OICL may, at its discretion, extend the deadline for submission of Tenders in accordance with clause - 4.3 hereunder.

### **3.3 Precautions while filling the Tenders:**

The tenderer while filling the tenders should take care of the following:

**a)** Before tendering, the tenderer may visit the sites where intended services are to be provided and satisfy him/them 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.

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

**i) (a) Demand Draft only for Earnest Money Deposit (EMD) of Rs.10,000.00 (Rs. Ten Thousand only)** drawn in the favour of “**The Oriental Insurance**

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**Company Limited” payable at Jaipur issued by any scheduled commercial bank. Payment of EMD through Cheque or any other mode is not acceptable.**

**(b) Demand Draft only for Rs.1000/- (Rupees One Thousand Only) as cost of tender if downloaded from website drawn in the favour of “The Oriental Insurance Company Limited” payable at Jaipur issued by any scheduled commercial bank. Payment of cost of tender through Cheque or any other mode is not acceptable.**

**ii) Self attested Copy of PAN Card issued by the Income Tax Department.**

**iii) Self attested Copy of Service Tax Registration Certificate issued by Competent Authority (if applicable)**

**iv) Self Attested Copy of PF registration certificate issued by the concerned authority.**

**v) Self attested copy of ESI Registration Certificate issued by the concerned authority.**

**vi) The Contractor should have a minimum experience of 3 years i.e. 2013-14, 2014-15 and 2015-16 in providing Housekeeping services to office premises /residential training centers of atleast three Public Sector Banks/Insurance Companies/ Central or State Government Organizations/ Educational Institutions /Hospitals/ Hotels/ Organizations of Repute (Attach Certificates from the Concerned Establishment / Companies).**

**vii) Proof of turnover for the last one financial year (2014-15 ) duly certified by a Chartered Accountant asx. (Attach certificate).**

**viii) The Agency should be registered as Firm with appropriate Authority or a Company registered under Companies Act (Attach Certificate).**

**ix) Compliance Report as per given draft at Annexure II in the Tender Document.**

**x) Declaration in the form of an Affidavit on non-judicial stamp paper of requisite value duly notarized, with regard to prosecution /blacklisting of Bidder (as per Annexure VI of the Tender Document).**

**xi) Self attested copy of Valid License issued under the Contract Labour (Regulations and Abolition) Act issued by appropriate authority.**

**xii) Tendering Agency’s profile (as per Annexure III of the Tender Document).**

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**xiii) Participation of near relative of employees in the Tender/Execution of work as per Annexure IV of Tender Document.**

**xiv) List of Clients along with Experience Certificates from clients as per Annexure XIII of Tender Document.**

**xiv) Certificate regarding workers on the rolls of Tenderer issued by Chartered Account as per Annexure XIV of Tender Document.**

**3.3(C) Financial Bid envelope (Part – II priced) should be sealed with wax/tape and consist of only the Financial Bid Part-II (Priced) of Tender document showing the rates/net amount Chargeable by the contractor for the tender for Housekeeping.**

**3.3(d)** The amount per month and percentage of Service / Administrative charges should be quoted both in words and figures in the financial bid format. **This net amount chargeable per month, quoted by the contractor will include his Service charges /administrative charges besides wages not less than as prescribed under Minimum Wages Act 1948 (Act XI OF 1948), Employers' contribution toward PF under EPF Act 1952, Employers' contribution toward ESI Scheme under ESI Act 1948, Payment of Bonus under Payment of Bonus Act, 1965 and Rules, 1956 payment of compensation for overtime / weekly off / National holiday / any other holiday, as applicable and as amended from time to time and or any other rule framed there under 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. Service tax if applicable shall be extra and borne by OICL. All statutory deductions such as TDS, surcharge, Education cess and Higher education cess etc. will be deducted as applicable from time to time.**

**3.3 e) Tenderer** 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 tenderer should be attached with the tender.**

**3.3 f) All over-writings/corrections** should be duly signed by the Tenderer.

**3.3 g) 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, the bids are liable to be rejected.

**3.3 h) Canvassing** or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will be an offence under Laws of Land. Such action will result in the rejection of bid, in addition to other punitive measures.

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### **3.4 Late & delayed Tenders:**

a) Bids must be received in OICL, Regional Office, Jaipur at the address specified above but not later than the date and time stipulated in the Notice Inviting Tender. The OICL may, at its discretion, extend the deadline for submission of bids in which case all rights and obligations of the OICL and the Bidder will be the same. The information thereof will be available on the Company's website **and notice thereof will not be published in any newspaper. All Tenderers are, therefore, advised to visit the website regularly for updates.**

b) Any bid received by OICL after the deadline for submission of bids, as stipulated above, shall not be considered and will be returned unopened to the bidder. OICL shall not be responsible if the Tenders are delivered elsewhere or are not delivered on time due to postal or any other delay.

### **4.0 Amendment of Tender Document:**

4.1 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 Pre-Bid conference in response to a clarification requested by a prospective Tenderer, modify the Tender documents by amendment.

4.2 The amendments shall be intimated in writing either by Post or by FAX or by e-mail to all prospective Tenderers on the address intimated at the time of purchase of Tender document from the office of Regional Manager, OICL, RO, Jaipur, and also uploaded on website of the Company or at the time of attending pre-bid conference and those amendments will be binding upon them. Hence all tenderers are, therefore advised to visit the company's website regularly for updates.

4.3 Regional Manager, OICL, RO, Jaipur, may, at his discretion, extend the deadline for the submission of tenders suitably.

4.4 Regional Manager, OICL, before opening of financial bids, at its discretion may 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.

**5.0 Opening of Tenders: The Technical Bids (Part – I unpriced)** shall be opened on **21.03.2017 at 11.30 A.M.** in the Office of Regional Manager, Establishment Deptt., The Oriental Insurance Company Limited, Illrd Floor, Anand Bhawan , S. C. Road, Jaipur in the presence of Tenderers or their authorized representative(s) who wish to be present. **The Financial Bids (Part – II priced)** of only those Tenderers, whose technical bid is found responsive will be opened at a later date and time to be informed by the OICL by

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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 Priced) of tenderers whose Technical Bids (Part – I unpriced)** 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, Jaipur, till the date of opening of the same.

#### **6.0 Earnest Money Deposit:**

**6.1** Each tender must be accompanied with an **Earnest Money (EMD)** in the form of a demand draft for **Rs. 10,000 (Rupees Ten thousand only)** drawn on any nationalized / scheduled Bank in favour of **The Oriental Insurance Company Limited payable at Jaipur only**. No other form will be accepted for submission of EMD. The said demand draft of the earnest money must be attached with the **Technical Bid (Part-I unpriced)**. **At the back of the demand draft, the name of the Tenderer should be clearly written with the caption "Providing Housekeeping Services at OICL, Jaipur"**. Tenders submitted without E.M.D. shall not be evaluated or considered.

#### **6.2 The earnest money will be forfeited:**

**6.2.1** If the Tenderer withdraws his Tender during the period of Tender validity.

**6.2.2** If in the case of the successful Tenderer, the Tenderer fails to:

- (a) Comply with all the terms and conditions of the agreement.
- (b) Comply with the rules and regulations set forth by Govt. such as PF, ESI etc. and other statutory requirements.

**6.3** Return/refund of EMD to the unsuccessful/non-responsive Tenderer(s) will be made normally within 30 days after the successful award of work. No interest shall be payable on it under any circumstances.

#### **7.0 Declaration and Details by tenderer:**

**7.1** A declaration for acceptance of all the terms and conditions of the contract must be submitted by the Tenderer as per the **Annexure II (Compliance Report)**.

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**7.2.** Tenderer should also submit the Contractor profile and details as per **Annexure III** of Tender Document.

**8.0 Validity and Evaluation:**

**8.1.** The Tenders shall be valid for a period of at least four months from the date of opening of the tender.

**8.2.** Incomplete, conditional tenders and fax/e-mail/telegraphic tenders are liable to be rejected.

**8.3.** Tenders are not transferable under any circumstances.

**8.4** 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.

In order to satisfy itself about the nature and quality of services rendered by the tenderer, 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 bidder in support & compliance of technical criteria as laid down in the tender document. It will be mandatory for the bidder to extend full cooperation to 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 bidder does not meet with the criteria as laid down in the Tender Document, then his bid would be considered as non- responsive and their financial 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 .

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

**8.6.** The net amount chargeable per month and percentage of Service/Administrative charges should be quoted in figures as well as in words. In the event of any contradiction between the two, the net amount chargeable per month/ percentage of Service/Administrative charges quoted in words shall be considered for evaluation and same shall be binding upon the tenderer.

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**8.7** 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.

**8.8** 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 execution of work/services by the contractor as prescribed in the contract.

**8.9** 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.

**9.0 Acceptance of Tender:**

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

**9.2.** OICL reserves the right to disqualify such Tenderers 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.

**10. Delays in Performance and liquidation of damages.**

**10.1** Start of services shall be made by the Contractor in accordance with the time schedule specified in the work order. Extension will not be given except in exceptional circumstances.

**10.2** In case the services are not started on the stipulated date as indicated in the work order, 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.

**10.3** 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 at the risk and cost of the defaulting Contractor.

**11.0 SECURITY AMOUNT:**

The successful Tenderer shall be required to deposit a sum of Rs. **25,000/- (Rupees**  
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Twenty Five thousand only) as security amount by a Demand Draft only drawn in the favour of **The Oriental Insurance Company Limited payable at Jaipur** within 15 days from the date of receipt of work award letter. The EMD of the successful tenderer will also be merged with the security amount. This total security amount of Rs. **35,000/- (Rs. Thirty Five Thousand** only) will remain with OICL throughout the period of contract. This security amount will be refunded to the contractor on completion/Termination/Cancellation of the Contract after deducting any dues payable 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.

#### **12.0 SIGNING OF CONTRACT:**

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

#### **13. Relationship with Employees:**

OICL will debar parties from tendering having relatives working in **OICL and / or The Oriental Insurance Company Limited** in any capacity. A non-relationship Certificate is required to be submitted as per **Annexure IV** of the Tender Document.

#### **14. Blacklisted/Prosecution of Bidders:**

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

#### **15. License to run Housekeeping services under Contract Labour (Regulation and Abolition Act 1970).**

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

Immediately after the award of work to the Tenderer/Contractor, they will inform the award of Housekeeping Contract to them by OICL to the office of **The Labour Commissioner , Jaipur** obtain permission and License, if any, required. The same is required to be

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submitted to OICL, RO, Jaipur 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.

**16.** 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 /Haryana Government/Municipal Corporation Faridabad 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 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 money from the contractor including expenses / damages which OICL deems fit. Besides. OICL may also terminate the contract and forfeit the security deposit lying with OICL.

## **SECTION 4**

### **GENERAL TERMS & CONDITIONS OF THE CONTRACT**

#### **1. THE SERVICES**

- 1.1 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.
- 1.2 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.
- 1.3 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.

#### **2. THE SERVICE CHARGES**

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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”]**.

2.1 The net amount chargeable per month quoted by the Contractor includes minimum wages, cost of statutory benefits and other amenities besides his Service Charges/administrative charges as per Financial Bid. The duration of the contract for the first term is for a period of three years from the date of commencement of work after award of work. Initially the contract will be awarded for one year and the contractor will be paid the statutory amount, cost of other amenities plus administrative/service charges as indicated in the Financial Bid. The Wages, other statutory amounts payable by contractor as per Financial bid to the workers will be reimbursed to the contractor as amended by Central Govt./State Govt. from time to time. The percentage of administrative/service charges will remain fixed during the first year of the contract. On Satisfactory completion of first year of the contract, the administrative/service charges shall be increased by **10% of the previous year percentage**, while renewing contract for the second and third year. For e.g. if the contractor quotes 10% service charges/administrative charges then for first year it will be 10%, 11% for second year and 12.1% for the third year. **Service tax, if applicable, shall be extra and borne by OICL. All statutory deductions such as TDS, surcharge, Education cess, Higher education cess will be deducted as applicable from time to time**

2.2 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.

2.3 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 OF**

3.1 The Contractor represents and undertakes that:

a) 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.

b) 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 are issued from time to time by OICL for the performance of the services to the satisfaction of OICL.

c) 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.

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d) 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.

### **3.2) LABOUR REGULATIONS AND PAYMENT OF WAGES :**

a) The Contractor 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 as per **Condition No. 15** under **Instructions to Tenderers, Section 3 of Technical Tender**. He shall continue to have a valid license during the period of contract for Housekeeping Services. The Contractor shall also comply with the provisions of the **Child Labour (Prohibition and Regulation) Act 1986, Payment of Wages Act 1936, Minimum Wages Act 1948, Employees 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 there to 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 / 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.

b) 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.

c) 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.

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d) 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 co-operation to the OICL, if any inquiry is held thereon.

## **1. INDEPENDENT CONTRACTOR AND EMPLOYEES OF CONTRACTOR**

**4.1** Nothing herein shall be deemed to create any partnership, joint venture, Contractor 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 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.

**4.2** 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 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.**

**4.3** The Contractor will arrange Workmen's Compensation Insurance Policy for his employees in the joint name of The Oriental Insurance Company Limited and the Contractor from any nationalized Insurance Company other than Oriental Insurance Company Limited. The cost will be borne by OICL on actual premium paid.

**4.4** 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.

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

## **5. CONFIDENTIALITY**

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.

## **6. INSPECTION AND RIGHT TO AUDIT**

**6.1** 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.

**6.2** 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.

**6.3** 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.

## **7. INDEMNIFICATION & PENALTY**

**7.1** 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

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persons engaged by Contractor for performing the services or otherwise employed or engaged by Contractor.

- 7.2** 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.
- 7.3** 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.
- 7.4** That Contractor shall keep a security deposit of Rs.25,000/- (Rupees Twenty Five Thousand only) with the OICL for the due performance and observance of the terms and conditions of the Contract. That the amount of security of Rs.25,000/- 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.25,000/-, 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 (Also refer clause No.11.0 of Section-III).**

## **8. SUB CONTRACTING**

- 8.1** The Contractor shall itself 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.
- 8.2** The Contractor shall itself 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

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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.

**8.3** 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 sub-contractor 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.

## **9. TERM AND TERMINATION**

**9.1(a).** 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. 25,000/- (Rupees Twenty Five Thousand only)** placed with OICL hereinafter mentioned. However, decision of the RO shall be final and binding on the contractor, in respect of such confiscation of the security of **Rs.35,000/-**.

**9.1(b).** 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.

**9.2.** 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.

**9.3** 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

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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.**

9.4. 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. This termination will be as per **condition No.9.3** mentioned before.

## **10. 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, Jaipur or any such other place as the arbitrator may decide.

## **11. 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 cancelled 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.

## **12.0 IN CASE OF DEATH OF THE CONTRACTOR**

Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, OICL shall have the option of terminating the contract without compensation to the legal or other heirs of the Contractor.

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**13. MISCELLANEOUS**

**13.1** 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.

**13.2** 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.

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

**13.4** 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.

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

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

**14.(a)** 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.

**b)** For the purposes of this contract, the term third party shall be "inter-alia" 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.

**15. INSURANCE:**

The contractor will take Workmen Compensation Insurance Policy for his all workers/supervisor. The policy is to be taken in the joint name of The Oriental Insurance Company Limited and the Contractor from any nationalized Insurance Company except  
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The Oriental Insurance Company Limited. The cost of Workmen Compensation Insurance Policy will be reimbursed by OICL to the contractor on production of premium paid receipt.

**16.** That 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 continue the 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.

**17.** Payment of bills for Housekeeping services will be made on monthly basis provided that the Housekeeping 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**).

- a). 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.
- b). 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.
- c). Deposit Challan showing the individual figure of deposit of contribution of provident fund of employees' and employers' share, with the appropriate authority.
- d). Deposit Challan of previous month showing the individual figure of deposit of contribution of ESI of employees' and employers' share, with the appropriate authority.

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- e). Statement of Bonus paid to the employees at the end of the year (including Receipts of Bonus paid to individual employee in the presence of OICL Officials).
- f). 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.
- g). If payment made by cheque, then a copy of Bank account statement of previous month showing debit/credit of wages/benefits in favour of workmen should be submitted every month with the bill by the Service Provider/Contractor.

**18.** The Contractor will deduct ESI contribution and Provident fund contribution of the employees from the minimum wages of the Housekeeping Supervisor/workers at the rate as applicable from time to time and deposit the same with the appropriate authorities along with Employer's contribution of ESI and PF as per the rate applicable from time to time.

**19.** 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 has also to 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.

**20.** 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.

**21.** 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.

**22.** 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 Housekeeping matters. Any deficiencies in the services should be rectified immediately when pointed out by such authorized person.

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

**24.** The contractor has to ensure that the wages to the Workers/Supervisor are paid within the stipulated time period as provided under relevant statute in force within Delhi. Contractor will not link the payment of wages to the Workers/Supervisor with 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 for reimbursement.

**25. 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-2, or due to any of the following reasons:

**25.1** If the housekeeping 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.

**25.2** If the housekeeping 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.

**25.3** If the housekeeping 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.

**25.4** If a housekeeping 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.

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

**25.6** 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.

**25.7** 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.

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

**26. NOTICE**

Any notice or notification in connection with this agreement shall be in writing, delivered either personally, registered post acknowledgment due, speed post or courier and any notice or other written communication pursuant hereto shall be addressed to OICL or Contractor at their respective addresses mentioned in the contract (Agreement)

**ANNEXURE- I**

Signature and Seal of Tenderer

**CHECK-LIST FOR DOCUMENTS PLACED IN TECHNICAL BID**

**PART-I (UNPRICED) ENVELOPE.**

Please tick (  )

Sr. No	Documents to be attached	Yes	No
1	<p>a) Earnest Money Deposit (EMD) of Rs. <b>10,000/- (Rs. Ten Thousand Only)</b> in the form of Demand Draft only issued by any scheduled commercial bank in favour of <b>The Oriental Insurance Company Limited payable at Jaipur.</b></p> <p>b) Demand Draft for Rs. 1000/- (Rs. One Thousand Only) issued by any scheduled commercial bank in favour of <b>The Oriental Insurance Company Limited payable at Jaipur</b> if the tender is downloaded from Company's website.</p> <p><b>Payment of EMD or Tender Fee through Cheque or any other mode is not acceptable and the tender is liable to be rejected.</b></p>		
2	Proof of the Tenderer being based in the <b>state of Rajasthan</b> and their operation in these areas. Attach self-attested copy of proof.		
3	Tenderers self-attested copy of the PAN card issued by the Income Tax Department.		
3	Tenderers self-attested copy of Service Tax Registration Number (if applicable).		
4	Tenderers self-attested copy of valid Employee Provident Fund Registration Number from concerned authorities of <b>the State of Rajasthan.</b>		
5	Tenderers self-attested copy of valid ESI Registration Number from concerned authorities of <b>the State of Rajasthan.</b>		
6	Tenderers self-attested copy of Valid License to provide Contract Labour under the Contract Labour (Regulation and Abolition) Act issued by Central Government / Government of <b>Rajasthan .</b>		
7	The Contractor should have a <b>minimum experience of 1 years i.e. 2015-16</b> in providing Housekeeping services to office premises/residential training centers <b>of atleast three</b> Public Sector Banks / Insurance Companies / Central or State Government Organizations / Educational Institutions / Hospitals/ Hotels/ Organizations of Repute <b>(Attach Certificates from Concerned Establishments/Companies for one year i.e. 2015-16).</b>		
8	<b>Attach Certificate from Chartered Accountant as proof of Turnover if any .</b>		

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9	Tenderers self-attested copy of Registered Partnership Deed / Certificate of Incorporation and Registration Certificate of the firm / company.		
10	Compliance Report as per given draft at <b>(Annexure-II of the Tender Document)</b> .		
11	Declaration in the form of affidavit on non-judicial stamp paper of requisite value duly Notarized that individual /firm/organization including its Partners/ Share holders/Directors were never blacklisted/prosecuted by any department/statutory authority in India or by any Court. <b>(Annexure-VI of the tender document)</b> .		
12	Tendering Agency's profile as per <b>Annexure III</b> of the tender document.		
13	Non-relationship Certificate for participation of near relative of employees in the tender /execution of work as per <b>Annexure IV</b> .		
14	Certificate confirming the number of workers on rolls of the Tenderer as on 31/03/2013 (to be eligible the number should not be less than 100). <b>Attach Certificate issued by Chartered Accountant as per Annexure XIV</b> .		
15	List of Present and Past Client during the last <b>one year</b> along with <b>Experience Certificates issued by Clients as per Annexure XIII</b> .		
16	Photo-copy of cancelled cheque of Bank Account of the Tenderer.		

**Signature and Seal of Tenderer**

**ANNEXURE- II**

**COMPLIANCE REPORT**

Signature and Seal of Tenderer

To

Regional Manager, Establishment  
Deptt.,  
The Oriental Insurance Company  
Limited, III rd Floor ,  
Anand Bhawan, S. C. Road ,  
Jaipur - 302001

Sub: Regarding tender for "Providing Housekeeping Services to  
OICL, Jaipur.

Dear Sir,

I/We certify that I/We have read the terms and conditions of the tender. I/We undertake that it is my/our responsibility to ensure that being the employer in relation to persons engaged/deployed by me/us to provide the services/activities under this tender as well as to make the payment of monthly wages/salaries, which in any case shall not be less than the minimum wages as fixed or prescribed under the minimum wages, Act, 1948 as notified / revised by Joint Secretary (Labour), **Government of (Labour Department), Rajasthan** 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 **Rajasthan** 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.

It is certified that I/We have read the tender document containing **Technical Bid -Section-1** (Notice inviting Tender), **Section-2** (Eligibility Criteria), **Section-3** (Instructions to Tenderers), **Section-4** (Terms and Conditions) and all Annexures attached (**I to XIV**) to and forming a part of Tender Document.

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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 Tenderer: -----

Name of the Tenderer: -----

Date: .....

Address: -----

**ANNEXURE III**

Signature and Seal of Tenderer



**TENDERER AGENCY'S PROFILE**

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

1.	Name and Registered Address of Firm/Agency and Telephone numbers.	
2.	Whether based in Rajasthan and registered with ESI and PF authorities and other statutory authorities in Rajasthan.	
3.	Registration Number of the Firm/Agency. <b>(Attach photocopy)</b>	
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 tenderer is sole proprietor /Partnership firm / company or any other establishment.	
7.	Name, Address and Telephone No. of Heads/ partners etc. be specified	

Signature and Seal of Tenderer

8.	License Number for providing Contract Labour issued by Appropriate Government Authority of Rajasthan <b>(Attach photo-copy)</b>	
9.	PAN / TAN Number issued by Income Tax Department. <b>(Attach Photocopy)</b>	
10	Provident Fund Account Number <b>(Attach photocopy)</b>	
11	ESI Number <b>(Attach photocopy)</b>	
12	Service Tax Number <b>(Attach photocopy)</b>	
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. <b>(Attach photo-copy of Authorization / Power of Attorney)</b>	
15	Bank Account Details of the Firm: (A) Bank Account Number (B) Bank Name and Address  (C) IFSC Code (D) MICR Code <b>(Attach photo-copy of cancelled cheque).</b>	

Signature and Seal of Tenderer

16	Any other information	
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**Signature of the Tenderer with Seal.**

**ANNEXURE- IV**

**Participation of near relatives of employees in the tender /**

**Execution of works.**

I / We / Our Organization, ..... *including our Partners/Share holders/Directors* hereby certify that none of my/our relative (s) as mentioned in **Clause No. 13 of Instructions to Tenderers Section-III** of the tender

Signature and Seal of Tenderer

document is/are employed in **The Oriental Insurance Company Limited** as per details given in tender document. 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.

**Signature of Tenderer with Seal.**

**Name of the Tenderer.**

**Designation:**

**ANNEXURE V**

**NO DUES CERTIFICATE**

**Please do not submit this Indemnity bond now.**

**(To be submitted when the contract is cancelled/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 JAIPUR

by \_\_\_\_\_ on behalf of (Name and address of the Housekeeping Service

Signature and Seal of Tenderer

Provider) (herein referred to as the Service Provider) favouring The Oriental Insurance Company Limited (herein referred to as the OICL having its registered and corporate office at Oriental House, A-25/27, Asaf Ali Road, New Delhi, witness as follows:

- 1) The Service Provider had been working for the OICL, Jaipur, for Providing Housekeeping Services.
- 2) The Service Provider has made a security deposit of Rs \_\_\_\_\_ only) for Housekeeping Services 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 Housekeeping services and has also paid all the bills of the materials purchased for the purpose of the above mentioned Housekeeping service under item No.1.
- 5) The Service Provider having satisfied the OICL that there are no outstanding dues of any sort and also that he has not caused any damage to the property of the OICL and on the request of the Service Provider the OICL has agreed to refund the aforesaid security deposit of Rs. \_\_\_\_\_
- 6) Now in the above premises and in consideration thereof Service Provider agrees and undertakes as follows:
  - A) In the event of any dues to the workers found to be still unpaid or any amount found outstanding to the supplier of goods and articles purchased for the purpose of aforesaid Housekeeping Services as provided under item No.1 or in the event of any damage, breakage or any other injury to the property of the Principal caused by the service provider or his workers, the contractor shall, on being required by the OICL, pay and make good all those dues or damages forthwith.
  - B) In the event of delay of failure to pay or make good any amount in the above connection which the OICL has to pay or make good any such bills or incur any expenses or defend any proceedings with regard to the above Service Provider (Name of the Service Provider) hereby undertakes to indemnify the Principal against

Signature and Seal of Tenderer

all claims, demands, expense, losses, proceedings and all liabilities of whatsoever nature.

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

Witness:

1. Signature:

Name :

Address :

Signature of the Service Provider with Stamp of Firm

(Indemnifier)

2. Signature:

Name :

Address :

**ANNEXURE –VI**

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

Date: \_\_\_\_\_

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

Signature and Seal of Tenderer

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**

**ANNEXURE VII**

**SCOPE OF SERVICE**

**HOUSEKEEPING:**

Signature and Seal of Tenderer

1. The Contractor shall be responsible for maintaining the entire two office premises given in the Tender Document clean at all time.
2. The works shall be carried out in accordance with these conditions, specifications and relevant Indian Standards and as per instructions of the OICL.
3. The Contractor should keep the usage of the water and electricity to a reasonable level. If it is found that water and electricity are not used properly and involves a lot of wastage, the OICL reserves the right/option to levy charges/penalty on the Contractor.
4. Cleanliness is the essence of this contract. The Contractor has to ensure cleanliness as per Schedule and time limits finalized by OICL and/or given in this Agreement.
5. All the cleaning material e.g. brooms, detergents, dusters, Acid, Detergent Powder, Phenyl, Colin, Harpic, Acid, Polish, towels etc. for providing and cleaning, sweeping, Scrubbing, washing etc. will be arranged and provided by the Contractor as per the Schedule/frequency mentioned in the tender document. The approved list of material is attached as **Annexure XII**.
6. It will be the responsibility of the Contractor to switch on and off lights, fans, AC, TV, Hot Cases and computers etc. as may be prescribed and as required for its functioning.
7. The Contractor will have to work in co-ordination with the Security Guards deputed by the Company.
8. It will be the responsibility of the Contractor to store the materials for housekeeping properly in the space provided by the OICL. The security of such material will be the sole responsibility of the Contractors. The Contractor will maintain record of usage of all the material on daily basis and get it verified from the Company's employee deputed/authorized by OICL on daily basis. **The payment of cost of material as per the rates quoted by the Contractor in Financial Bid will be made to the Contractor on monthly basis as per the actual quantity used duly verified on daily basis by the employee/officer deputed/authorized by OICL.**
9. On termination of the contract, the Contractor shall discontinue use of and hand over peaceful possession of the OICL premises together with fixtures and articles therein in good condition.
- 10.
11. The Contractor has to ensure proper cleanliness of all bath-rooms, proper functioning of sanitary fittings and cleanliness of all waste/sewage pipe-lines and ensure that there is no blockage.
12. The Contractor has to provide towels in all the bathrooms on daily basis as per schedule given in the Tender Document.
13. To maintain the Complaint Register for any problem reported by employees /officers and ensure that the complaint is attended immediately.
14. **Preparation of Check-list** of all the work to be done under the Contract on daily basis, **get it verified/checked from the authorized employee/officer deputed by OICL** (twice daily – Morning Session and After Lunch Session) and **to submit report to the Regional Manager/ Dy. Manager for information on daily basis by 10.30 AM and 2.30 PM** while maintaining a copy with themselves.
15. The **Minimum Wages Rates per Worker** given in the relevant Annexure attached is **for duty of 8 hours daily (excluding lunch hour) for six days a week**.
16. The Tenderers are advised to visit both the premises listed in the Technical Bid to have a clear picture of the work involved.
16. Contractor shall provide the services as specified below:-

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SL. NO.	SPECIFIED AREA OF WORK	NATURE AND SCOPE OF WORK	FREQUENCY	TIMING
1	Cabins, Halls, Board/Meeting Rooms and passages of <b>Second, and Third Floor premises of RO Jaipur and Various offices .</b>	Dusting, Sweeping, Mopping, Cleaning and wiping of floors, furniture, walls, partitions, ceiling, curtains, venation blinds, Removal of Wastes from dustbin and keeping it properly as directed, Removal of Cow-webs, dusting and wiping the windows and their glass pane, doors and polishing their handles, Cleaning of Telephone instruments, spraying disinfectant, room freshener, locating and removing dead rats/cat etc., plumbing work like changing washer, tightening loose fittings (sanitary/door handles, door closer etc.) cleaning all drain/sewage pipes including removing blockages in drain/sewage pipes, removal of garbage and storage of waste paper at the specified location etc.	Daily	Between 9.00 AM to 5.30 PM (Lunch 1.30 PM to 2.00 PM)
2	Cabins, Halls, Board/Meeting Rooms and passages of Second and Third Floor premises of RO Jaipur and Various offices	Washing and scrubbing the floor of the Rooms with soap water and drying it.	Weekly on Saturdays.	Between 9.00 AM to 5.30 PM (Lunch 1.30 PM to 2.00 PM)
3	<b>Entire entrance area of RO Jaipur and Various Offices</b>	Dusting, Sweeping, Mopping, Cleaning and wiping of floors, partitions, Removal of Wastes, Removal of Cow-webs, dusting and wiping the windows and their glass pane, doors and polishing their handles, spraying disinfectant and room freshener.	Daily	Between 9.00 AM to 5.30 PM (Lunch 1.30 PM to 2.00 PM)
4	Stair-cases, entire entrance areas, passage way outside the office premises and all sign/notice boards of company.	Washing and scrubbing the floor of the Rooms with soap water and drying it and cleaning of all sign boards/notice boards of company installed at Building.	Weekly on Saturdays.	Between 9.00 AM to 5.30 PM (Lunch 1.30 PM to 2.00 PM)
5	All Furniture,	Dusting, cleaning and wiping fans,	Daily	Between 9.00

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Technical Tender – Housekeeping – Feb 2017

	Fixture, Fittings and office equipments, curtains, venation blinds, telephone / fax etc.	telephones, fans geysers, exhaust fans, room heaters, air-conditioners, computers, furniture, fixtures and fittings and polishing of fittings.		AM to 5.30 PM (Lunch 1.30 PM to 2.00 PM)
6	Bath-rooms (Ladies & Gents) of both floors of RO Jaipur and Various Offices	Dusting, Sweeping, Mopping, Cleaning, Polishing, Wiping and Removal of cow-webs/wastes, dusting and wiping windows, glass pain, China Clay Sanitary Fittings, Looking Glass and doors, Polishing door handles, metal sanitary fittings, washing, cleaning and wiping the wall tiles and floor with Soap/Harpic/Colin/Acid etc. and providing Urinal Phenyl Cubes and Liquid Soap.	Daily	Between 9.00 AM to 5.30 PM (Lunch 1.30 PM to 2.00 PM)
7	Bath-rooms (Ladies & Gents) of <b>both floors of RO Jaipur and Various Offices</b>	Washing and scrubbing the floor of Bathrooms, Removal of Wastes, China Clay Sanitary Fittings, metal sanitary fittings etc. with soap water/Harpic/Colin/Acid etc. and drying it.	Weekly on Saturdays.	Between 9.00 AM to 5.30 PM (Lunch 1.30 PM to 2.00 PM)
8	Bath-rooms (Ladies & Gents) of <b>both floors of RO Jaipur and Various Offices</b>	Providing new/freshly washed towels and Liquid/Hand Soap.	Daily	Between 9.00 AM to 5.30 PM (Lunch 1.30 PM to 2.00 PM)
9	Passage, Lobby and common areas of <b>both floors and entrance of premises of RO Jaipur and Various Offices</b>	Sweeping, Cleaning, Wiping and Drying.	Every One Hour.	Between 9.00 AM to 5.30 PM (Lunch 1.30 PM to 2.00 PM)
10	open area of RO & Various offices	Sweeping, Cleaning and Mopping, Removal of Waste and Washing	Once a Week	Between 9.00 AM to 5.30 PM (Lunch 1.30 PM to 2.00 PM)
11	Refrigerator, Water Cooler, Hot Case, Carpets, Sofa Sets, etc.	Dusting and Cleaning of Refrigerator, Water Cooler, Hot Case, Carpets, Sofa Sets etc.	Twice a Week	Between 9.00 AM to 5.30 PM (Lunch 1.30 PM to 2.00 PM)
12	Cleaning of all Shafts, Flex Sign	Cleaning it properly.	Weekly on Saturdays.	Between 9.00 AM to 5.30 PM

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	Boards on Building			(Lunch 1.30 PM to 2.00 PM)
13	Maintenance and Cleaning of Water Tanks	Filling of Water Tanks is to be done on Daily Basis and Cleaning of Overhead and Underground Water Tanks is to be done once in a month.	Daily/Monthly Basis	Between 9.00 AM to 5.30 PM (Lunch 1.30 PM to 2.00 PM)
14	Pest Control	To work in co-ordination with the Pest Control Agency finalized by OICL for getting proper pest control of the premises.	As per directions of OICL	Between 9.00 AM to 5.30 PM (Lunch 1.30 PM to 2.00 PM)

17. For carrying out the above-noted jobs on daily/weekly/monthly basis the **deployment of workers and supervisors will be as per the details given in Annexure VIII** of Tender Document.

**Note:**

1. In addition to the above jobs, OICL may assign any work with relation to housekeeping of the office premises not mentioned specifically in the above table.
2. Frequency and timing of the work can be altered at the discretion of OICL looking into the needs, and quantity of work.

**ANNEXURE VIII**

**“DEPLOYMENT OF WORKERS/SUPERVISOR”**

The Contractor shall be responsible for taking good care of all Buildings /Furniture /Fixtures / Fittings (including sanitary fittings) / Electric / Electronic / Computer items etc. They will employ only those workers, supervisors and sweepers who have worked for at least for One year in a reputed institution. Besides experience, the Supervisor should be qualified to a minimum of Intermediate and should be well versed in speaking, reading and writing **Hindi and English**.

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

<b><u>Type of workers</u></b>	<b><u>Number of workers</u></b>	<b><u>Timings</u></b>
1. Sweepers for cleaning, sweeping, dusting, polishing etc. RO Jaipur and Various Offices under RO Jaipur	Approx. 30	Between 9.00 AM to 5.30 PM (Lunch 1.30 PM to 2.00 PM)

**Note: Timings can be altered at the discretion of OICL. Out of the Approx. 30 Sweepers proposed to be deployed at Various Offices under RO Jaipur One will stay back upto 6.30 PM in rotation to attend any routine/emergency work as per time table finalized by Regional Manager, Establishment Deptt., OICL, Jaipur.**

- 1). The Contractor should furnish a schedule every week/fortnightly after consultation with OICL regarding the shift duties of the various workers employed.
- 2). The employees engaged by the Contractor should observe the discipline and should see that the decency and decorum are maintained within the course of their employment.
- 3). The experience and qualification can be relaxed at the sole discretion of OICL depending upon the merits of each case individually. The contractor does not have any authority to relax the experience and qualification.
- 4). Supervisor appointed by the Contractor shall oversee all the affairs of Housekeeping at all times at all the premises of OICL. This person should have full authority and resources for efficient running of Housekeeping service.
- 5). The Contractor shall ensure that the working hours of the workers and Supervisor are so segregated so as to suit the timings for housekeeping and that it does not exceed the minimum number of hours as stipulated under the relevant statutory act.
- 6). Immediately on receipt of the work order, the Contractor will supply a list of names with the bio-data along with photo of all the persons to be deployed under this contract to OICL with proper certification that they are satisfied with their bonafides and that their necessary verification has been done from the proper authorities. Thereafter all the workers or Supervisor to be employed by the Contractor will first be screened / interviewed by OICL and only on being found fit for the job by OICL will be allowed to be deputed for the job by the Contractor and that the Contractor should facilitate the process of screening/interview. This process shall also be followed for any mid-term inclusion of the Supervisor/workers due to additional need or termination. The format for the bio-data will be given by OICL.
- 7). The services of the workers once approved by OICL will not be dispensed with or they will not be replaced by the Contractor without the approval and consent of OICL in writing.

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

9).

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

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

## **ANNEXURE IX**

### **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 colour to be decided by OICL.

2. The cost of all the items of the uniform and accessories for the Workers, Sweepers and Supervisor has to be borne by the Contractor who also has to ensure that the uniforms are always kept neat and clean by them. The average cost of the uniform etc. per person per year shall be **Rs.1000/-**.

**ANNEXURE X**

**“SERVICE CHARGES”**

**[COST OF SERVICES]**

1. The contractor will be paid minimum wages, (Item 1 of the Financial Bid), cost of statutory benefits and other amenities besides his Service Charges/Administrative Charges as per Financial Bid. Minimum wages per month (S. No. 1) and other statutory payments S. No. 2(a) to 2(f) of the Financial Bid 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 under S. No.4 of the Financial Bid will remain fixed during the first year of Contract. This Administrative/Service Charges shall be increased by 10% of the previous year percentage while renewing contract for the second and third years. For example, if the contractor quotes 10% service charges/administrative charges then for the first year it will be 10%, 11% for the second year and 12.1% for the third year but the net amount thereof will vary depending upon revision of minimum wages from time to time.

The Contractor will be required to take W. C. Insurance in respect of his all workers and cost thereof will be borne by OICL.

Nature and design of Uniform will be decided by OICL and per month outgo will be as mentioned in Col. 2(g) of Financial Bid will remain fixed during the contracted period of three years .

Initially the contract will be for one year from the date of the award of the work. On Satisfactory completion of first year of the contract, the Administrative/Service Charges shall be increased by **10% of the previous year**, while renewing contract for the second and third year. For example, if the contractor quotes 10% service charges/administrative charges then for first year it will be 10%, second year 11% and third year 12.1%.

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2. In addition to the Services Charges payable as above, the Contractor will be paid cost of material as per actual usage of material duly certified by the authorized employee deputed by OICL (Site-wise) on monthly basis. The contractor is required to quote the item-wise rate of approved material in the Financial Bid.
3. The payment of cleaning material and other consumables will be paid to the Contractor as per the actual usage which is duly certified by official deputed/authorized by OICL on the rates quoted by the Contractor in the Financial Bid for the first year. These rates will be reviewed on renewal of contract every year and the increased rates, if any approved by OICL, will be paid to the Contractor. The decision regarding revision on rates payable to contractor shall be taken by authorized official OICL and shall be final and binding on the Contractor.
4. The Workmen Compensation Policy will be obtained by the contractor and it will be the duty of contractor to see that policies so obtained are renewed timely throughout the entire period of contract. If any damages occur due to non renewal of policies by the contractor then the contractor will bear the cost.
5. It would be preferable if the Wages and benefits payable to workers are arranged through the bank at New Delhi where OICL has its account. If payment made by cheque, then a copy of Bank account statement of previous month showing debit/credit of wages/benefits in favour of workers should be submitted every month with the bill .
6. 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. Later on if these expenses are paid under Insurance taken by the Contractor for his worker, the same will be payable to the Contractor/adjusted through the salary payable to Worker, if paid by the insurance company to worker.
7. The contractor will be required to raise separate **Two bills one for RO Jaipur and other for Various offices under RO Jaipur** where the services of housekeeping are rendered on the rates quoted by them.
8. The Service Charges quoted by the Tenderer should take into account all expenses which is required to be borne by the Tenderer as per the Tender Document such as conveyance expenses, providing tools and equipments to Plumber and other misc. expenses to meet exigencies mentioned in this Tender Document.

**ANNEXURE XI**

**“PAYMENT TERMS AND CONDITIONS”**

**BILLING PROCESS AND DOCUMENTS**

<b>S. NO.</b>	<b>REQUIREMENT</b>	<b>TIMELINE</b>	<b>INFORMATION REQUIRED</b>	<b>SUPPORT DOCUMENTS</b>
1.	Site-wise Bill for Monthly Charges for Workers (i.e. Reimbursement of minimum wages & statutory payment for workers plus fixed %age towards Administrative / Service Charges.	To be raised every month.	Following information is required in the bills:- a. Bill Number and date clearly written.  b. Service-tax registration number [no service tax will be payable in case the invoice does not carry the service tax number.  c. PAN/TAN Number.	a. Photocopy of the attendance register of the month duly endorsed by the Contractor in the prescribed format.  b. Salary receipt sheet of that month on the prescribed format under the relevant statues duly endorsed by the Contractor.  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 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 favour of workmen should be

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				<p>submitted every month with the bill.</p> <p>e. Any other document as required by OICL.</p>
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SL. NO.	REQUIREMENT	TIMELINE	INFORMATION REQUIRED	SUPPORT DOCUMENTS
1	Site-wise Bill for Material/Consumable and Washing of Towels as per rates quoted in the Financial Bid.	To be raised every month.	<p>Following information is required in the bills:-</p> <p>a. Bill Number and date clearly written.</p> <p>b. Service-tax registration number [no service tax will be payable in case the invoice does not carry the service tax number.</p> <p>c. PAN/TAN Number.</p>	<p>Photo-copy of daily material usage chart on the prescribed format duly verified by the official deputed / authorized by OICL along with the bill for payment of material used.</p> <p>Any other document as required by OICL.</p>

**PAYMENT CRITERIA**

S.N	PAYMENT MODE	PAYMENT AGAINST	TIMELINE	DEDUCTIONS
1.	<b>Payment will be made through ECS only (Electronic Payment)</b>	Bill raised for payment given as above.	Within 15 working days from the date of receipt of bill. <b>(if delayed for whatsoever reason, no interest will be paid)</b>	Deductions / Penalty, if any, will be made as per clause 25 of Section 3

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**ANNEXURE XII**

**LIST OF APPROVED MATERIAL AND FREQUENCY OF REPLACEMENT**

SL NO	DESCRIPTION OF MATERIAL	SPECIFICATION / BRAND NAME	FREQUENCY OF REPLACEMENT/ USAGE
1	AIR FRESHNER	ODONIL	FORTNIGHTLY
2	NAPATHELINE BALLS	TRISHUL / HOMACOL	WEEKLY
3	URINAL CUBES	TRISHUL - HOMACOL	WEEKLY
4	FLUSH/TOILET CLEANER	HARPIC	DAILY
5	PHYNLE FOR FLOOR / SURFACE	TRISHUL / CLENZO	DAILY
6	STAIN/GLASS CLEANER	COLLIN	WEEKLY
7	TOILET PAPER ROLLER	SANDAL, AMWAY	DAILY
8	LIQUID SOAP OR HAND WASH	HOMACOL	DAILY
9	FLOOR/SURFACE CLEANER	VIM / NIRMA	DAILY
10	BROOM HARD	STANDARD	QUARTERLY
11	BROOF SOFT	STANDARD	QUARTERLY
12	BRUSH COBWEB WITH TELESCOPIC ROD	STANDARD	HALF YEARLY
13	FLOOR DUSTER	SIZE – 30 X 30	FORTNIGHTLY
14	WHITE DUSTER FOR FURNITURE CLEANING	SIZE – 20 X 20	WEEKLY
15	YELLOW DUSTER FOR GLASS CLEANING	SIZE – 30 X 30	WEEKLY
16	WIPER COMMERCIAL SIZE	REX / LX	HALF YEARLY
17	MOP WET WITH ROD	KENTUCKY	HALF YEARLY
18	GARBAGE BAG (25 kg CAPACITY)	STANDARD QUALITY	DAILY
19	ROOM FRESHNER – 100 ML.	ODONIL	DAILY
20	PAPER NAPKIN FOR TOILETS	STANDARD QUALITY	AS REQUIRED.
21	PLASTIC MUG – ONE LITER	STANDARD QUALITY	AS REQUIRED.
22	REPLACEMENT OF COTTON HAND TOWEL (Size: 40 X 60 Cms.)	BOMBAY DYING - TULIP	HALF YEARLY
23	WASHING OF COTTON HANDTOWEL (Size: 40 X 60 Cms.)	BOMBAY DYING - TULIP	DAILY

Note: The frequency of replacement/usage mentioned here-in-above can be altered keeping in view the requirement by the authorized official of OICL

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deputed for the purpose of verifying the material on daily basis.

THE COTTON TOWELS, WASHED AND CLEAN, WILL BE PROVIDED AND CHANGED BY THE CONTRACTOR IN ALL BATHROOMS AT BOTH LOCATIONS TWICE A DAY WITH FOLLOWING ROUTINE (TWO SET PER DAY PER BATHROOM)

<b>DAY OF WEEK</b>	<b>MORNING SESSION - 9.00 AM</b>	<b>EVENING SESSION - 2.00 PM</b>
<b>MONDAY</b>	<b>WITH GREEN BASE AND DESIGN</b>	<b>WITH GREEN BASE - PLAIN</b>
<b>TUESDAY</b>	<b>WITH MAROON BASE AND DESIGN</b>	<b>WITH MAROON BASE - PLAIN</b>
<b>WEDNESDAY</b>	<b>WITH GREY BASE AND DESIGN</b>	<b>WITH GREY BASE - PLAIN</b>
<b>THURSDAY</b>	<b>WITH PINK BASE AND DESIGN</b>	<b>WITH PINK BASE - PLAIN</b>
<b>FRIDAY</b>	<b>WITH WHITE BASE AND DESIGN</b>	<b>WITH WHITE BASE - PLAIN</b>
<b>SATURDAY</b>	<b>AS PER REQUIREMENT.</b>	<b>AS PER REQUIREMENT.</b>

**ANNEXURE XIII**

**LIST OF PRESENT AND PAST CLIENTS**

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

Sl. No.	Name of the Organization with complete postal address mentioning Pvt. Sector/Govt Body / PSU / Hotel / Training Institute	Name and Designation of the Contact Person with Tel. No. / Mobile No. / E-mail ID	Period for which contract was awarded.	Number of workers deployed by your firm / company.	Nature of work and annual turnover from this client.

**ANNEXURE XIV**

Signature and Seal of Tenderer

**CERTIFICATE REGARDING CONFIRMATION OF NUMBER OF WORKERS  
ON THE ROLLS OF THE TENDERER AS ON 31/12/2015**

I / We, M/s \_\_\_\_\_, the tenderer for providing Workers on Contract Basis to The Oriental Insurance Company Limited, III rd Floor, Anand Bhawan , S. C. Road, Jaipur hereby confirm that the total number of workers on my / our rolls as on **31/12/2016** is \_\_\_\_\_ (No. in figures : \_\_\_\_\_). The site / contract-wise break up of the same is as under:

SL. NO.	NAME OF PRINCIPAL EMPLOYER	SITE / LOCATION ADDRESS	NUMBER OF WORKERS PROVIDED AS ON 31/03/2016
		GRAND TOTAL :	

**SIGNATURE & SEAL OF THE TENDERER**

Certified that the figure regarding number of Workers on the rolls of Mr. / M/s. \_\_\_\_\_, the tenderer for providing Housekeeping Services as mentioned above is true as per their Books of Accounts and other related records like PF / ESI etc. as on **31/12/2016**.

**SIGNATURE & SEAL OF THE CHARTERED ACCOUNTANT**

Signature and Seal of Tenderer