

**THE ORIENTAL INSURANCE COMPANY LIMITED
ORIENTAL STAFF TRAINING COLLEGE,
SECTOR-11, MATHURA ROAD,
FARIDABAD.**



Tender Document

for providing

Gardening Services on Contractual Basis

At

OSTC, FARIDABAD.

TECHNICAL BID : PART – I (UNPRICED)

(Please Check that number of pages are 39)

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

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

S. No.	Item	Page No.
1.	Cover Page	1
2.	Contents	2
3.	Section - 1: Notice Inviting Tender	3 - 4
4.	Section- 2 Eligibility criteria	5
5.	Section - 3 Instructions to Tenderers	6 - 10
6.	Section -4 : Terms & Conditions	11 – 23
7.	Annexures: Annexure I-Check list of documents to be placed in Technical Bid Part-I Annexure II- Compliance Report Annexure-III- Tendering Agency's Profile Annexure-IV- Participation of near relatives of employees Annexure-V- No Dues Certificate Annexure-VI -Affidavit regarding Non Blacklisting/Prosecution Annexure VII -Scope of Service Annexure- VIII- Deployment of Workers/ Supervisor Annexure- IX- Uniform for workers Annexure - X- Administrative/Service Charges Annexure – XI : List of Clients	24 - 39

Section 1

NOTICE INVITING TENDER

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

Chief Manager, Oriental Staff Training College, (OSTC), invites sealed tenders in the prescribed format under two bid system - **Technical Bid (Part-I un-priced) & Financial Bid (Part-II priced)** - from the **Delhi / NCR based** full time Gardening service providers who fulfils eligibility criteria as per **Section 2** of the Tender Notice.

The tender document can be obtained from the office of Manager, Oriental Staff Training College, Sector-11, Mathura Road, Faridabad 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 Nationalised/Scheduled Bank in favour of **“The Oriental Insurance Company Limited A/c. Staff Training College, payable at Faridabad** during **all working days (Monday to Friday) between 10.00 AM on 19.06.2017 to 03.30 PM on 07.07.2017**. The tender document can also be downloaded from Company’s website www.orientalinsurance.org.in. In case, the tender document is downloaded, the tender fee of Rs. 1000/- (non refundable) should be paid through a separate demand draft drawn on a Nationalised /Scheduled bank favouring **“The Oriental Insurance Company Limited A/c. Staff Training College” payable at Faridabad** which must be enclosed with the **Technical Bid (Part – I un-priced)**. **The tenders for which Tender Fee is not paid shall be summarily rejected.**

Each tender must be accompanied with an **Earnest Money Deposit (EMD)** in the form of a demand draft **for Rs. 30,000 (Rupees Thirty thousand only)** drawn on any nationalised / scheduled Bank in favour of **The Oriental Insurance Company Ltd., A/c. Staff Training College payable at Faridabad only**. No other form of payment will be accepted for submission of EMD. The said demand draft of the earnest money must be attached with the **Technical Bid (Part-I un-priced)**. **At the back of the demand draft,**

the name of the Tenderer should be clearly written with the caption "Providing Gardening Services on contractual basis at OSTC, Faridabad". Tenders submitted without EMD shall not be evaluated or considered.

The tender (containing separate sealed envelopes for **Technical Bid Part – I un-priced & Financial Bid Part – II priced**) should be submitted in a **third sealed envelope** marked on top "**Tender for Providing Gardening Services at OSTC, Faridabad**" 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 Chief Manager, Oriental Staff Training College Sector-11 Faridabad should be dropped in the locked tender box available at the reception on ground floor at OSTC, Faridabad till 11.00 AM on 10.07.2017. OSTC shall not be responsible if the Tenders are delivered elsewhere or are not delivered on time due to postal or any other delays.

Tenders are not transferable under any circumstances. OSTC reserves the rights to accept, reject any or all Tenders without assigning any reasons thereof. OSTC reserves the right to disqualify such Tenderers who have a record of not meeting the contractual obligations against earlier contracts entered into with OSTC or with any Central or State Government Agencies.

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

Important information for tenderers:

i)	Issue of tender document	:	19.06.2017 to 07.07.2017
ii)	Tender document Fee (Non-refundable)	:	Rs.1000/- (Rs.One Thousand only)
iii)	Last date & time for submission of tender	:	10.07.2017_ upto 11.00 AM
iv)	Date & time of opening of Technical Bids	:	10.07.2017 at 11.30 AM
v)	Date of Pre-bid conference	:	28.06.2017at 11.30 AM
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 Rs. 30,000/- (Rs.Thirty thousand only)

Section 2

Eligibility Criteria

- 1) The Service Provider/Contractor should be based at Delhi/NCR and operating their business in and around Delhi/NCR.
- 2) The Service Provider/Contractor should possess valid Provident Fund Registration Number under EPF Act 1952 with PF Deptt in Delhi/NCR.
- 3) The Service Provider/Contractor should possess valid ESI Registration Number under ESI Act 1948 with ESI Authorities in Delhi/NCR.
- 4) The Service Provider/Contractor should have experience of at least three out of the Four financial years(**2013-14, 2014-15, 2015-16 & 2016-17**) of rendering similar services of Gardening to any one or more (same or different) Institute of Govt. / Semi-Govt./ PSU /Banks / Corporate establishments /Educational Institutes like College/Universities/ organization of repute etc.
- 5) The Service Provider/Contractor should have minimum average annual turnover for the last atleast Three out of Four financial years (**2013-14, 2014-15, 2015-16 & 2016-17**) of **Rs.2.00 lac of which one financial year turnover should be of at least Rs 3.00 lac.**

Section -3

Instructions to Tenderers

- 1) The Tenderer must be based in Delhi / NCR and operating their business in and around Delhi/NCR and must qualify the eligibility criteria as per Section 2 of the tender. The tenders not fulfilling this condition shall be summarily rejected.
- 2) Before tendering, the tenderer may visit the site where intended services are to be provided and satisfy himself /themselves as to the conditions prevalent at the site. No claim on this account shall be entertained by the OSTC under any circumstances subsequently.
- 3) Each bidder shall submit only one tender either by himself or as a partner in joint venture or as a member of consortium. If a bidder or if any of the partners in a joint venture or any one of the members of the consortium participate in more than one bid, the bids are liable to be rejected.
- 4) All the information as required in the tender document should be filled up in the relevant part and no column should be left unfilled. An incomplete tender document or tender document submitted without tender fee (if applicable) and earnest money deposit (EMD) will be summarily rejected.
- 5) The tender must be submitted in two bids (Technical- unpriced & Financial- priced).
- 6) **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**). The Tenderer must attach all the documents as per Annexure I, failing which his tender will be rejected.
- 7) **Financial Bid envelope (Part – II priced)-** should be sealed with wax/tape and consist of only the Financial Bid Part-II (Priced) of tender document showing the %age of administrative/ service charges for Gardening services. The %age of administrative / service charges must be quoted both in figure and in words. In case of any inconsistency the %age quoted in words will be considered for evaluation and same shall be binding upon the tenderer.
- 8) The tender (containing separate sealed envelopes for **Technical Bid Part –I un-priced & Financial Bid Part – II priced**) should be submitted in a **third sealed envelope** marked on top "**Tender for Providing Gardening Services on contractual basis at OSTC, Faridabad**" 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 Chief Manager, Oriental Staff Training College Sector-11 Faridabad should be dropped in the locked tender box available at the reception on ground floor at OSTC, Faridabad till **11.00 AM on 10.07.2017**. OSTC shall not be responsible if the Tenders are delivered elsewhere or are not delivered on time due to postal or any other delays.

9) All overwriting/corrections should be duly signed by the tenderer.

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

11) Bids must be received in OSTC, Faridabad at the address specified above but not later than the date and time stipulated in the Notice Inviting Tender. The OSTC may, at its discretion, extend the deadline for submission of bids in which case all rights and obligations of the OSTC and the Bidder will be the same.

12) Any bid received by OSTC after the deadline for submission of bids, as stipulated above, shall not be considered.

13) Tenderer signing the tender must clearly specify whether he is signing as sole proprietor, partner, under power of attorney or as Director/ Manager/ Secretary etc., as the case may be. Copies of the document authorizing the signatory to sign the tender on behalf of tenderer must be attached with the technical bid.

14) Initially, the contract will be awarded for one year, which may be extended on the basis of satisfactory services to the satisfaction of OSTC for second and third year on the original terms and conditions.

15) The contract can be renewed after a period not exceeding 2 years at the discretion of OSTC on the terms, conditions, and %age of administrative expenses / service charges on mutual negotiation and consent.

16) OSTC may at its discretion, amend/modify the tender/and or extend the deadline for submission of tenders at any time prior to the last date for submission of Tenders. OSTC may for any reason, whether at its own initiative or as a consequence of Pre-Bid conference in response to a clarification requested by a prospective Tenderer, may modify the Tender documents by amendment and information thereof will be uploaded

on Company's website www.orientalinsurance.org.in and shall be binding on all concerned.

17) The amendments shall be intimated in writing or 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 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.

18) OSTC before opening of financial bids, at its discretion may increase or decrease the scope of services required under the tender. In such a case OSTC may seek fresh financial bids keeping in view the changed scope of services required.

19) OSTC reserves the right to accept or reject any or all the tenders without giving any notice or assigning any reason and shall not be bound to accept the lowest tender. The decision of the Principal, OSTC in this regard shall be final and binding on all.

20) The Contractor / Service Provider shall not employ any person below the age of 18 years. The Contractor / Service Provider shall indemnify the OSTC & its representative(s) from and against all claims and penalties which may be suffered by the OSTC by reason of any default on the part of the Contractor / Service Provider to observe and / or in the performance of the provisions of Employment of Children Act 1938 OR any re-enactment or modification of the same.

21) The Technical Bids (Part – I unpriced) shall be opened **on 10.07.2017 at 11.30 AM** in the office of Manager, Oriental Staff Training College, Faridabad in the presence of Tenderers or their authorised 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 OSTC. The tender opening committee (TOC) of OSTC shall open the properly sealed tenders only. Unsealed or improperly sealed tenders shall be rejected. Conditional bids will also be summarily rejected.

22) In case the last date of receipt/opening of tender, date of Pre-bid conference is declared a holiday the same shall be extended to the next following working day. The time and venue will remain the same.

23) 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 Chief Manager, OSTC till the date of opening of the same.

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

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

26) The Technical Bids of those bidders, where OSTC 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 .

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

28) OSTC 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 this tender document.

29) OSTC 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 of award of work shall prescribe the %age of Administrative/ Service Charges per month which OSTC will pay to the contractor in consideration of the execution of work / services by the contractor besides statutory payments as mentioned in **Annexure-X** of the tender.

30) The successful Tenderer shall be required to deposit an additional sum of **Rs.30,000/-** (Rupees Thirty thousand only) as security amount by a Demand Draft drawn in the favour of **The Oriental Insurance Co.Ltd. A/c. Staff Training College,**

payable at Faridabad and present himself to execute a Contract Agreement with OSTC as per terms and conditions of the tender on non judicial stamp paper of requisite value as applicable in the State of Haryana within 15 days from the date of receipt of work award letter. The EMD also of the successful tenderer will be merged with the security amount. This **total security amount of Rs.60,000/-** (Rs.Sixty Thousand only) will remain with OSTC throughout the period of contract. This security amount will be refunded to the contractor within 60 days of completion of the contract subject to (i) Satisfactory Performance of the Contract (ii) Deducting any dues payable to OSTC on whatsoever account (iii) Any deduction due to Contractors/Service Providers obligation under the contract and subject to such deductions as may be necessary for making of OSTC's claim against the Service Provider. This Security deposit will not bear any interest of whatsoever kind.

31) The Service Provider/Contractor will also be required to submit a **“No Dues” indemnity bond on non judicial stamp paper of requisite value duly notarized as per specimen enclosed in Annexure V** after completion/termination of contract.

32) The selected Service Provider shall start the services in accordance with the time schedule specified in the work order issued by OSTC after acceptance of Tender. Extension will not be given except in exceptional circumstances. In case the services are not started on the stipulated date as indicated in the work order, OSTC reserves the right to cancel the work order and forfeit the EMD and or Security Deposit.

Section- 4

Terms & Conditions

- 1) The Service Provider/ Contractor shall operate and provide services to OSTC, Sector-11, Bata Mor, Mathura Road, Faridabad and adjoining areas/space.
- 2) The earnest money will be forfeited if (i) the Tenderer withdraws his Tender during the period of Tender validity (ii) the successful Tenderer fails to deposit additional amount of **Rs.30, 000/- towards** security deposit within 7 days of award of work. The return/refund of EMD to the unsuccessful/non-responsive Tenderer(s) will be made within 30 days after the successful award of work. No interest shall be payable on it under any circumstances.
- 3) In the event of the Service Provider/Contractor not fulfilling the conditions of the contract, OSTC reserves its right to forfeit the **security deposit of Rs.60,000/- (Rupees Sixty Thousand only)** placed with OSTC hereinabove mentioned. The decision of the OSTC shall be final and binding on the contractor, in respect of such confiscation of the security of **Rs.60,000/-**.
- 4) OSTC will supply water for gardening as and when available. The water will be supplied at the selected points as per the system laid down from where the service provider/contractor will have to make his own arrangements for watering the plants. Soil, manure / fertilizers / insecticides etc. Saplings / trees / shrubs etc will be supplied by OSTC as per requirement from time to time. It will be the responsibility of the Service Provider/Contractor to store the materials provided by OSTC, properly in the space provided by the OSTC. The security of such material will be the sole responsibility of the Service Provider/Contractor.
- 5) The Service Provider/contractor will be responsible for obtaining a licence/ renewing the licence as the case may be, from the Licensing Authority under the Contract Labour (Regulation and Abolition) Act 1970 and OSTC shall not be responsible for any damage/losses/Penalties & Fines on this account.

- 6) Immediately after the award of work, the Service Provider/Contractor will apply for obtaining a certificate/license from the office of **The Assistant Labour Commissioner (Central) Faridabad** to employ workers at OSTC for providing Gardening services and submit the relevant certificate **within one month** from the date of award of the work. Extension of time period and waiver of this certificate, if required, will be at the sole discretion of OSTC depending upon the Statutory requirements as per the law applicable.
- 7) The Service Provider /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 Service Provider/contractor of any provision of any Act, Notification, Rule, Regulation and Guideline etc. , if any penalty / fine /challan is imposed/ filed against OSTC, then OSTC will recover all such money from the Service Provider/contractor including expenses / damages which OSTC deems fit. Besides. OSTC may also terminate the contract and forfeit the security deposit lying with OSTC.
- 8) The regularity of the performance of the service will be of the essence and shall form a central factor, while evaluating the performance from time to time. The Service Provider/ Contractor shall take all possible steps to ensure to maintain its performance as determined by OSTC from time to time. If OSTC notice that personnel of the Service Provider/ Contractor has/have been negligent , careless in rendering the said services, the same shall be communicated immediately to the Service Provider/contractor who will take corrective steps immediately to avoid recurrence of such incidents and reports to OSTC.
- 9) If any of the worker of the Service Provider/ Contractor indulges in theft, negligence of any illegal/irregular activities, the Service Provider/contractor shall take appropriate action against its erring worker and intimate accordingly to OSTC or OSTC itself can take action in accordance with law.

- 10) All payments made by OSTC shall be after deduction of tax at source wherever applicable as per the provisions of the Income Tax Act 1961.
- 11) The Service Provider/ Contractor being the employer in relation to workers employed by it to provide the services under the terms and conditions shall alone be responsible and liable to pay wages/salaries to such persons. The wages/salaries shall be as fixed or prescribed under the Minimum Wages Act 1948 for the category of workers employed by it from time to time or by the State Government and/or any authority constituted by or under any law. He will ensure compliance of all the relevant labour laws.
- 12) The Service Provider/ Contractor will have to produce the register of wages or the register of wages-cum-muster roll of the preceding month along with the bill to be submitted not later than the 10th day of every calendar month. The Service Provider/contractor shall ensure that payment to his employees is directly paid into / credited to the Bank account of concerned worker through net-Banking / ECS. Proof of credit to the Bank account of respective employee shall be submitted to OSTC along with the Bill raised by the Service Provider / Contractor.
- 13) The Service Provider/ Contractor shall issue identity cards on its own name and trading style to its employees deployed for rendering the said services, which at OSTC's option would be subject to verification at any time. The OSTC may refuse the entry into its premises to any worker of the Service Provider/contractor for not bearing such identity card or not being perfectly uniformed as prescribed by OSTC.
- 14) The worker provided by the Service Provider/contractor shall always remain the employee of the Service Provider/ Contractor for all intents and purposes and the Service Provider/ Contractor shall alone be liable for any dispute amongst their employees and the Service Provider/Contractor which may arise in any Court of Law. The Service Provider shall be liable to make payment to its said employees towards their monthly wages/salaries and other statutory payments like Employees Provident Fund, Employees State Insurance, minimum wages, bonus, gratuity etc. OSTC shall not be liable towards the Service Provider's employees directly and/or indirectly in

any manner whatsoever. The Service Provider/Contractor only shall be liable for any compensation/liabilities whatsoever under any Rules & Regulations, Law or Statute.

- 15) The Service Provider/ Contractor will pay the wages as per the Minimum Wages Act and disburse the wages through ECS / Net-banking on or before the 7th of every month. The PF/ESI contribution will be released to Service Provider/contractor after ensuring from the Challan/ statement that the Service Provider/contractor have remitted the contribution, in respect of the workers deployed at OSTC, to the concerned authorities as provided in the relevant Acts/Tender/Contract. The Service Provider/Contractor will be required to submit the deposit challans showing the individual figure of deposit for the previous month along with the monthly bill.
- 16) The Service Provider/ Contractor shall obtain all registration(s)/ permission(s)/ licence (s) etc. which are/may be required under any labour or other legislation(s) for providing the services.
- 17) The Service Provider/ Contractor shall at its own expenses make good any loss or damage suffered by the OSTC as a result of the acts of commission or omission, negligently or otherwise of its employees while providing the said services at any time of the premises of OSTC or otherwise.
- 18) The Service Provider/ Contractor shall at all times indemnify and keep indemnified OSTC against any claim on account of injury/disability/death of any of its workers caused while providing the services within/outside the site or other premises of OSTC which may be made under the ESI Act or any other Acts or any other Statutory modifications hereof or otherwise for or in respect of any claim for damage or compensation payable in consequence of any accident or injury sustained by the workers of the Service Provider or in respect of any claim, damage or compensation under labour laws or other laws or rules made there under by any person whether in the employment of the Service Provider/contractor or not who provided or provides the service at premises of OSTC.

- 19) The Service Provider/ Contractor shall at all times indemnify and keep indemnified the OSTC against any claim by any third party for any injury, damage to the property or person of the third party or for any other claims whatsoever for any acts of commission or omission of its employees or personnel during the hours of providing the services at OSTC's premises or before and after that.
- 20) In case the Service Provider/contractor discontinues the contract before the expiry of the period of contract, his security shall be forfeited.
- 21) OSTC reserves the right to cancel or terminate this agreement by giving thirty days notice in writing without giving or assigning any reason(s) for doing so, and **in the event of the Contractor wishing to terminate this agreement, the Contractor shall have to give at least six months notice to OSTC in writing** and in either event, the Contractor shall hand over the peaceful and vacant possession of the space (accommodation) as provided in the tender. The Contractor shall also hand over forthwith all the articles provided to them and no broken item(s)/articles(s) shall be taken back which must be replaced by the Contractor or shall pay the cost thereof.
- 22)** (i) On completion of the contract, the Service Provider /contractor will submit an indemnity bond on Non Judicial stamp paper of requisite amount duly notarized regarding "No Dues" confirmation. (ii) In the event of the earlier termination by either parties to the contract or expiry of the contract, the Service Provider/ Contractor shall be obliged to continue providing the services on the same terms and conditions as provided in the contract, till such time as OSTC is able to make any alternative arrangement or OSTC has agreed in writing to allow the contractor to discontinue earlier. OSTC will ensure that all payments due for services rendered by the Service Provider/ Contractor till the expiry or the earlier termination of the agreement shall be paid to the Service Provider/ Contractor within 30 days thereof after the submission of indemnity bond regarding "No Dues". **The specimen of the Indemnity bond is as per Annexure V**
- 23) The Contractor / Service Provider will have to arrange additional workers on temporary basis as and when required by OSTC. Payment for the additional workers will be made to the Service Provider/contractor by OSTC on the basis of terms and conditions of this tender and contract.

- 24) The Contractor / Service Provider shall provide uniform (Two shirts / Two trousers / Two pairs of socks / One *saafa* for covering head / One belt / one pair of shoes / One pair of Sandals / Chappals, one Jacket or Sweater per year to each worker) to the Supervisor / Workers deployed by them at OSTC. Reasonable cost of uniform will be reimbursed to the Service Provider/Contractor along with %age service charges.
- 25) The expenses for washing/cleaning/ironing shall be borne by the Service Provider/contractor and provision thereof may be kept in mind while quoting the %age service charges. . The Service Provider/contractor will be responsible for loss or damage to the uniform. In case of loss or damage/ pre-mature replacement, the Service Provider/ Contractor will be responsible for bearing the cost thereof.
- 26) All the workers deployed in OSTC should always be in uniform to be provided by Service Provider/Contractor. In case the workers are not found in proper uniform, the OSTC reserves the right to impose penalty and not allow such persons within the premises. .
- 27) The antecedents of the workers deployed by the service provider/contractor should be credible and above board at the risk and responsibility of the Service Provider/contractor. They should be healthy, physically fit and free from communicable diseases. The Service Provider/ Contractor shall communicate to OSTC the name, parentage, residential address, date of birth, previous experience etc along with a photograph of the workers. The workers deployed will be issued identity card by the service provider/contractor which will be required to be worn at the time of duty. The workers deployed on the job for various activities will not be changed by the Service Provider/ Contractor without the approval of OSTC.
- 28) The Service Provider/ Contractor shall be responsible for the attendance of his employees in OSTC. In case of any employee of the Service Provider/contractor remains absent or granted leave by them, they will send/arrange his/her substitute. Otherwise in addition to deduction of wages for the day(s) a penalty of Rs.100/- per day per person will be imposed on him and the penalty so imposed will be deducted from the bill of the Service Provider/Contractor.
- 29) The OSTC or its representative(s) shall be at liberty to check at any time, the deployment of workers by the Service Provider/Contractor

- 30) In case of any pilferage, theft breakage etc to the property/assets of OSTC, the Service Provider/ Contractor will be responsible. The OSTC will be at liberty to deduct the amount of such loss from the monthly bill/security deposit of the Service Provider/ Contractor after holding an enquiry. The decision of OSTC to this effect shall be final and binding upon the parties. In case of unsatisfactory performance and violation of any condition of the tender/ contract, the contract shall be liable to be cancelled and security will be forfeited.
- 31) The Service Provider/ Contractor shall not sub let the contract to any other concern/individual. The Service Provider/ Contractor shall itself perform the services and all obligations and duties as per tender/contract. Except with the prior written consent of the other party, neither the benefit nor the burden of the tender/contract shall be assignable by either of the parties except that OSTC may assign or transfer its rights and obligations under this agreement to any entity which acquires all or substantially all of the OSTC's operating assets or into which OSTC is merged or is reorganized pursuant to any merger or reorganization.
- 32) The Service Provider/Contractor and OSTC shall make every effort to resolve any dispute or disagreement amicably by direct informal negotiations. However, in case of any unresolved issues/disagreements/disputes in connection with the contract, the same shall be settled through Arbitration or through the Court of Law within the jurisdiction of Faridabad. The resultant contract will be interpreted under Indian Laws.
- 33) The Service Provider/ Contractor shall provide **services** more particularly defined in **Annexure VII** hereof [**the "Scope of Service"**] to OSTC under this tender in the manner and on the terms and conditions contained herein.
- 34) The Service Provider/ Contractor shall comply with the instructions provided by OSTC from time to time relating to the performance of the services, duties and obligations under this agreement. The services rendered by the Service Provider/ Contractor shall be subject to regular review by OSTC and its decision as to the quality thereof shall be final and absolute.
- 35) The Service Provider/ Contractor shall abide by the applicable OSTC rules, guidelines, policies and procedures at all times during the performance of the services and the regulations issued by the various Government Authorities under whose jurisdiction this agreement will fall, from time to time.

- 36)** In consideration of the services to be provided by the Service Provider/ Contractor and performance of the terms and conditions contained in this agreement, OSTC shall pay to the Service Provider/ Contractor such cost and administrative/service charges as described in **Annexure X**.
- 37) The Service Provider/ Contractor shall raise the invoice/bill and OSTC agrees to pay such invoices/bills within 15 working days of receipt and acceptance of the invoice/bill, as per terms and conditions of the tender/contract. All payments to the Service Provider/ Contractor shall be made by ECS/NEFT/RTGS subject to deductions, withholding of all applicables, taxes and charges from time to time in force.
- 38) The Service Provider/ Contractor represents and undertakes that:
- (i) It has full power and authority to enter into the agreement with OSTC and perform the services and it has the necessary expertise and equipment to duly perform the services under this agreement.
 - (ii) It shall render the services and perform its obligations and duties as per tender accurately and efficiently and in accordance with the instructions, specifications, procedures, standards, guidelines, time frame, if any as mentioned in this agreement, or as are issued from time to time by OSTC for the performance of the services to the satisfaction of OSTC.
 - (iii) It shall be responsible for its corporate and personal taxes if any, and shall indemnify and hold OSTC harmless for any liability in this connection.
 - (iv) It shall be responsible for ensuring that all workers engaged by the Service Provider/ Contractor to provide services to OSTC shall hold at all times the necessary expertise and shall abide by OSTC's instructions, specifications, procedures, standards, guidelines, and time frames at all times during the performance of the services.
- 39) The Service Provider/Contractor shall be fully responsible to observe all the relevant Rules & Regulations/ laws/Statute etc. as amended from time to time in regard to his workers and compensation and other benefits / risks in relation to workers engaged by him. The Service Provider/Contractor shall maintain all the statutory registers required under labour laws. The Service Provider/ Contractor shall also produce these records on demand by OSTC. If he fails to do so, his failure will be a breach of

the contract and OSTC may at its discretion cancel the contract without prejudice to any other action under the law and contract. The Service Provider/Contractor shall also be liable for any pecuniary liability and/or penal liability arising on account of any violation by him of the provisions of any Rules & Regulations/ laws/Statute etc.

- 40) OSTC shall have the right to deduct from the money due to the Service Provider/Contractor, any sum required or estimated to be required, for making good the loss suffered by any worker, by reason of non- fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deduction made from their wages which are not justified by their terms of the contract or non-observance of the Regulations.
- 41) Nothing in this tender shall be deemed to create any partnership, joint venture, agency between OSTC and the Service Provider/ Contractor or their representatives and employees and nothing herein shall deem to confer on any party, any authority to incur any obligation or any liability on behalf of the other party. The Service Provider/ Contractor is an independent contractor and not an employee, agent, associate or authorized representative of OSTC and the Service Provider/ Contractor undertakes that it shall not undertake any obligation or liability in the name of or on behalf of OSTC whatsoever.
- 42) Nothing in this tender shall by implication or expression be taken to mean or imply that any of the persons deployed, engaged as per **Annexure VIII** by the Service Provider/ Contractor for rendering the services, are employees of OSTC or engaged by OSTC. The Service Provider/ Contractor shall be deploying workers who shall be in sole employment of the Service Provider/contractor and Service Provider/contractor shall be solely and fully responsible for the acts, salaries, wages, remunerations or any other statutory or other payments of the workers. Under no circumstances shall OSTC be liable for any payment or claim or compensation [including but not limited to compensation on account of injury, death, termination] .In case any liability falls on OSTC for any reason, the Service Provider/ Contractor shall keep OSTC indemnified against the same. In order to give effect to this, **the Contractor shall incorporate suitable clause in the appointment letters to be issued to its workers mentioning that the workers are employees of the**

Service Provider/ Contractor, **a copy of which should be given to OSTC for perusal and record.**

- 43) In the event OSTC notifies that it is not satisfied with any worker engaged by the Service Provider/ Contractor to render the services to OSTC, or if OSTC has reason/s to believe that a person/s engaged by the Service Provider/ Contractor to provide services to OSTC is/are not abiding by OSTC's rules, guidelines, policies and procedures, then the Service Provider/ Contractor shall, within 7 days, replace such workers to the satisfaction of OSTC.
- 44) The Service Provider/Contractor & the workers deployed by him at the OSTC Premises shall maintain confidentiality of any information in their possession during their working at OSTC & thereafter.
- 45) The Service Provider/ Contractor shall allow OSTC, its management, auditors, regulators and/or agents, the opportunity of inspecting, examining, auditing and /or taking copies of the OSTC records with the Service Provider/ Contractor.
- 46) The Service Provider/ Contractor hereby undertakes to indemnify OSTC in respect of all claims, damages, costs and expenses suffered or incurred by OSTC on account of any claims of any nature described in the conditions herein.
- 47) The Service Provider/ 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.
- 48) The penalties towards lapses on the part of the Service Provider/Contractor or his workers on account of inadequate manpower, non-compliance of statutory requirements, non-performance and unsatisfactory services, non-wearing of uniform, non-display of identity card, misuse of any place including OSTC campus, entry of unauthorized person, non-receipt of call from OSTC representative(s), non-switching on / off water pumps and electricity, pilferage / damage / loss to OSTC property in any manner etc shall be imposed by the OSTC which will be final and binding on the Service Provider/Contractor.
- 49) If at any stage, it is revealed that the documents/certificates/testimonials submitted by the Service Provider/ Contractor are forged or have been manipulated, the work order issued to the Service Provider/ Contractor shall be cancelled and Security

amount deposited with OSTC shall be forfeited without any claim whatsoever on OSTC and the Service Provider/Contractor shall be liable for action as appropriate under the relevant laws.

- 50) Without prejudice to any of the rights or remedies under this contract, if the Service Provider/Contractor dies, OSTC shall have the option of terminating the contract without compensation to the legal or other heirs of the Service Provider/ Contractor.
- 51) OSTC shall accept no liability explicit or implicit for, nor any financial or other consequences arising from, sickness, injury, damages or death of the personnel of the Service Provider/Contractor, of the staff members or of any sub-Contractor or agent or of any person performing on their behalf any work under the present contract, including the time spent in travel, nor for any damages which may arise by reason of the neglect or default of any of them.
- 52) The Service Provider/Contractor shall maintain 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 and would ensure that full staff strength is maintained. If due to any exigency, any worker is absent the Service Provider/ Contractor should take immediate steps to provide its substitute subject to the compliance of relevant Rules & regulations/laws/ Statute.
- 53) The Service Provider/Contractor must ensure that the wages to the Workers based on Notification by The Chief Labour Commissioner (Central) New Delhi from time to time, are paid within the stipulated time period as provided under relevant Rules & Regulations/Law/Statute in force within State of Haryana. The Service Provider/ Contractor will not link the payment of wages to the workers with settlement of his bills by the OSTC. The Service Provider/ Contractor has to first pay the wages to the Workers and then put up his bill for payment. Payment of bills will be made on monthly basis through ECS/RTGS/ NEFT only, provided that the Gardening Services provided were / are satisfactory during the month and subject to deduction of Penalty imposed if any as per terms and conditions of tender/contract. The monthly bill payment will be made provided the Service Provider/ Contractor submits the attested photocopies of the following documents:

- (i) Attendance sheet of the workers for the month on the format prescribed in the Contract Labour (Regulation and Abolition Act, 1970) along with Contract Labour (Regulation and Abolition) Rules,1971.**
 - (ii) Salary sheet for the month showing receipt of the wages on the format prescribed in the Contract Labour (Regulation and Abolition Act, 1970) along with Contract Labour (Regulation and Abolition)Rules,1971.**
 - (iii) Deposit Challan showing the individual figure of deposit of contribution of provident fund of employees' and employers' share, with the appropriate authority.**
 - (iv) Deposit Challan showing the individual figure of deposit of contribution of ESI of employees' and employers' share, with the appropriate authority.**
 - (v) Statement of Bonus paid to the employees (including receipts of Bonus paid to individual employee in the presence of OSTC Officials).**
 - (vi) Deposit of contribution of provident fund and contribution of ESI of employees and employer should be with a challan separately for OSTC. It should not contain the contribution of PF and ESI of employees of other organizations being serviced by the Contractor.**
 - (vii) If payment to worker is made by cheque, then a copy of Bank account statement of previous month showing debit of wages/ benefits in favour of workmen should be submitted every month with the bill by the Service Provider/Contractor.**
- 53) The Service Provider/Contractor will deduct ESI contribution and Provident fund contribution of the employees from the minimum wages of the workers at the rate as applicable from time to time and deposit the same with the appropriate authorities along with Employer's contribution of ESI and PF as per the rate applicable from time to time.
- 54) The Service Provider/Contractor will obtain the PF No and ESI No for all workers from the appropriate authority in Delhi/NCR and submit the copy of the same to OSTC. The contractor has also to obtain photo card of ESI for their workers from the concerned statutory authority and hand over the same to the workers/supervisors with photocopy to OSTC.
- 55) At the end of each financial year the Service Provider/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 and hand over the same to the worker with a Photostat copy to OSTC. Requirement for online generation of PF statement will also be completed by the Service Provider / Contractor so that works do not face any problem in this regard.

56) The Service Provider/ Contractor will be liable to get the Provident fund refunded from the Provident Fund Commissioner of the worker, if he is terminated or dies or leaves the job.

57) The Service Provider/Contractor himself or their authorized representative must visit the premises at least once in a week and/or whenever required and contact the person authorized by the OSTC to look into gardening matters. Any deficiencies in the services should be rectified immediately when pointed out by such authorized person.

58) Any dispute arising out of this contract including any clarification as to the intent or interpretation of any of the provisions of these terms and conditions, the same shall be first referred to / sought from the Principal, whose decision in the matters shall be final and binding on the Service Provider / Contractor. Any other matter relevant to but not covered in the contract shall also be decided by making reference to the Principal, OSTC, whose decision will be final and binding on the Service Provider / Contractor. If the Dispute is not resolved through the reference made to the Principal, OSTC, a reference of the same shall be made to a Sole Arbitrator to be appointed by the Principal, OSTC Faridabad for adjudication of the same in accordance with the provisions of Arbitration & Conciliation Act-1996 and any statutory modifications there under from time to time. There shall be no objection if the Sole Arbitrator to be appointed is a Competent Officer of OSTC in the discretion of the Principal OSTC, Faridabad. The Service Provider / Contractor and OSTC shall make every effort to resolve any dispute or disagreement amicably by direct informal negotiations. However, in case of any unresolved issues / disagreements / disputes in connection with the contract, the same shall be settled through Arbitration or through the Court of Law within the jurisdiction of Faridabad. The resultant contract will be interpreted under Indian Laws.

ANNEXURE- I

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

Please tick (\)

Sr. No.	Documents to be attached	Yes	No
1	Proof of the tenderer being based in Delhi/NCR and their operation in these areas		
2	EMD of Rs. 30,000/- (Rs.Thirty thousand only) in the form of DD issued by any scheduled commercial bank in favour of The Oriental Insurance Co.Ltd., A/c.Staff Training College payable at Faridabad		
3	Separate demand draft for Rs.1000/- issued by any scheduled commercial bank in favour of The Oriental Insurance Co.Ltd. A/c Staff Training College payable at Faridabad if the tender is downloaded from Company's website.		
4	Tenderer's self-attested copy of the PAN /TAN card issued by the Income Tax Department		
5	Self attested copy of Service Tax Registration Number / GST No. (if applicable)		
6	Self attested copy of valid Employee Provident Fund Registration number from concerned authorities of Delhi/NCR.		
7	Self attested copy of valid ESI Registration Number from concerned authorities of Delhi/NCR.		
8	Proof of experience of at least three out of Four financial years (2013-14, 2014-15, 2015-16 & 2016-17) of rendering similar services of Gardening to any one or more (same or different) Institute of Govt./Semi Govt./PSU/Banks/Corporate establishment/ Educational Institutes like College/ Universities /organization of repute etc. (attach at least one certificate of the Employer for each year)		
9	Proof of turnover for atleast three out of the last four financial years (2013-14, 2014-15, 2015-16 & 2016-17) duly certified by a Chartered Accountant (minimum average annual turnover should be Rs.2.0 lac) of which one financial year turnover		

Signature and Seal of Tenderer

	should be of at least Rs.3.00 lac (Attach certificates for all three years).		
10	A certificate regarding non relationship of Service Provider/ Contractor with the employees of OSTC/Oriental Insurance Co.Ltd. as per Annexure-IV		
11	Self Attested copy of Registered Partnership Deed/Certificate of Incorporation and Registration Certificate where the tender is submitted on behalf of Partnership/Company/Society etc.		
12	Self Attested copy of Power of Attorney duly stamped and authenticated by Notary Public where Tender is signed by Agent/Authorized Representative on behalf of any Individual/Sole Proprietor/Partnership firm/Society		
13	Compliance Report as per given draft at Annexure-II		
14	Declaration in the form of affidavit that individual /firm/organization including its Partners/ Share holders/Directors were never blacklisted/prosecuted by any department/statutory authority in India or by any Court. Annexure-VI		
15	Tendering Agency's profile as per Annexure- III		
16	List of present and past clients as per Annexure-XI .		

ANNEXURE- II

COMPLIANCE REPORT

To

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

Sub: Tender for “Providing Gardening Services on contractual basis at OSTC, Faridabad.

Dear Sir,

I/We certify that I/We have read the terms and conditions of the tender. I/We undertake that it is my/our responsibility to ensure that being the employer in relation to persons engaged/deployed by me/us to provide the services/activities under this tender as well as to make the payment of monthly wages/salaries, which in any case shall not be less than the minimum wages as fixed or prescribed under the Minimum Wages, Act, 1948 alongwith all other statutory dues as Employees Provident Fund, Employees State Insurance, Employees deposit Link Insurance etc. to his employee. I/We undertake to observe the compliance of all the relevant labour laws as applicable viz. Payment of Wages Act, 1936, Minimum Wages Act, 1948, The Factories Act 1948, The Employees Compensation Act 1923 (Workmen’s Compensation Act 1923) Payment of Bonus Act 1965, Payment of Gratuity Act 1976, The Equal Remuneration Act 1976, The Industrial Dispute Act 1947, Contract Labour (Regulation and Abolition) Act, 1948, Contract Labour (Regulation and Abolition) Act, 1970, State/UT Contract Labour (R&A) Rules, 1974, EPF Act, 1952, ESI Act (1948) as applicable and as amended from time to time and or any other Rules framed thereunder 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.

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

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

Place:

Date:

Signature and Seal of Tenderer

ANNEXURE- III**TENDERING AGENCY'S PROFILE**

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

1.	Name & Registered Address of firm/Agency and Telephone numbers.	
2	Whether based in Delhi / NCR and Registered with ESI / PF and other statutory authorities in Delhi / NCR.	
3.	Registration No. of the Firm/Agency	
4	Name, Designation, Address & Tel. No. of contact person	
5	Fax Number, E- Mail and 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	
8	PAN /TAN No. issued by Income Tax Dept.	
9	Service Tax No. / GST No.	
10	Provident Fund Account No.	
11	ESI Registration Number	
12	Details of EMD: (a) Amount: (b)DD No. (c) Date of issue: (d) Name of issuing Bank	
13	Name of the person if any to whom Authorisation / Power of Attorney granted.	
14	Any other information	

ANNEXURE- IV

Participation of near relatives of employees in the tender

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

Signature of the tenderer with Seal.

Place:

Date:

ANNEXURE V

NO DUES CERTIFICATE

(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 Faridabad by on behalf of (Name and address of the Gardening Service Provider) (herein referred to as the Service Provider) favouring Oriental Staff Training College (Herein referred to as the Principal) having their office at Bata Mor, Mathura Road, Sector-11, Faridabad witness as follows:

1. The Service Provider had been working for the Principal, OSTC at Faridabad for Providing Gardening Services.
2. The Service Provider has made a security deposit of Rs. _____ only) for Gardening Services as provided under item No.1 above.
3. The Contract for providing Gardening services on hire has been completed/ terminated by the Principal/ Cancelled by the Principal/ Service Provider w.e.f. _____.
4. The Service Provider has paid all dues of the workers engaged in aforesaid Gardening services and has also paid all the bills of the materials purchased for the purpose of the above mentioned Gardening service under item No.1.
5. The Service Provider having satisfied the Principal that there are no outstanding dues of any sort and also that he has not caused any damage to the property of the Principal and on the request of the Service Provider the
6. Principal has agreed to refund the aforesaid security deposit of Rs. _____
7. Now in the above premises and in consideration thereof Service Provider agrees and undertakes as follows:
8. 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

Signature and Seal of Tenderer

of aforesaid Gardening 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 Principal, pay and make good all those dues or damages forthwith.

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

10. We hereby confirm that during the course of our contract for providing gardening services at OSTC faridabad, we confirm having complied with the provisions of all the relevant labour laws as applicable viz. Payment of Wages Act, 1936, Minimum Wages Act, 1948, The Factories Act 1948, The Employees Compensation Act 1923 (Workmen's Compensation Act 1923) Payment of Bonus Act 1965, Payment of Gratuity Act 1972, The Equal Remuneration Act 1976, The Industrial Dispute Act 1947, Contract Labour (Regulation and Abolition) Act, 1948, Contract Labour (Regulation and Abolition) Act, 1970, State/UT Contract Labour (R&A) Rules, 1974, EPF Act, 1952, ESI Act (1948).

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/Contractor

Seal

(Indemnifier)

2. Signature:

Name :

Address:

ANNEXURE –VI

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

Date: _____

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

Witness:

**(Tenderer)
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.

(Tenderer)

ANNEXURE –VII

SCOPE OF SERVICE

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

- 9) Service Provider/Contractor shall ensure that flower pots are decorated in the office, lobbies, lecture halls, pathways and other places so as to give an elegant look to OSTC.
- 10) Service Provider/Contractor shall be responsible to ensure that the seasonal plants (summer and winter) seeds are grown well in time.
- 11) Service Provider/Contractor shall ensure that the bushes are made into different designs by the use of Jaal (net).
- 12) Service Provider/Contractor shall obtain permission from the concerned department/Authorities for pruning/cutting/removing any tree from OSTC Campus. After the receipt of permission Service Provider/contractor shall be responsible for pruning/cutting/removing the trees.
- 13) In addition OSTC may assign any work in relation to Gardening work in the College not mentioned specifically above.
- 14) Frequency and timing of the work can be altered at the discretion of OSTC looking into the needs and quantity of work.

ANNEXURE-VIII**DEPLOYMENT OF WORKERS (GARDNERS)/****SUPERVISOR (HEAD GARDNER)**

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

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

No. of Head Gardner (Supervisor)	One (Skilled)
No. of Gardeners	Five (Semi-skilled)
Time	8.00 AM to 5.00PM (Lunch Break 1.00PM to 2.00PM.)

NOTE:

- (i) Timings can be altered at the discretion of OSTC.
 - (ii) The Deployment of Gardener(s) / Supervisor and allowing of weekly off shall be at the discretion of OSTC.
- (ii) The number of workers can be increased at the discretion of OSTC and amount payable for additional workers shall be on the basis of tender/contract.
1. Supervisor (Head Gardener) appointed by the Service Provider/Contractor shall oversee all the affairs of Gardening at all times and should have full authority and resources for efficient running of Gardening service.
 2. The Service Provider/Contractor shall deploy such workers who are courteous, trained, well mannered and disciplined. The workers deployed by the Service Provider/contractor should observe at all times during the contract period strict discipline and should see that the decency and decorum of OSTC are maintained during the course of their working. They shall abide by the disciplinary procedures, rules, regulation, guidelines; standing orders laid down by OSTC and shall strictly follow the instructions given by the representative or officer in charge of OSTC from time to time.

3. The Service Provider/contractor shall take suitable measures in case their any worker fails to observe discipline and decency in the campus as may be brought to the knowledge of the Service Provider/contractor and shall make immediate replacement of such workers who are habitually indulging in commissions & omissions of acts which would render the services of the Service Provider/Contractor ineffective. In case of failure to do so on the part of the Service Provider/contractor, OSTC would be at liberty to restrict the entry of such workers inside the OSTC campus and in such an event necessary deduction shall be effected from the monthly bills of the Service Provider/Contractor.
4. All workers engaged by the Service Provider/Contractor should be healthy, physically fit and free from communicable diseases.
5. Immediately on receipt of the work order, the Service Provider/ 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 OSTC 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 to be employed by the Service Provider/Contractor will be first screened / interviewed by OSTC and only on being found fit for the job by OSTC will be allowed to be deputed for the job by the Service Provider/Contractor and that the Service Provider/Contractor should facilitate the process of screening/interview. This process shall also be followed for any mid-term inclusion of the Supervisor (Head gardener)/ workers (Gardeners) due to additional need or termination or leaving. The format for the bio-data will be given by OSTC.
6. The services of the Workers (Gardeners) or Supervisor (Head Gardener) once approved by OSTC will not be dispensed with or they will not be replaced by the Service Provider/Contractor without the approval and consent of OSTC in writing.
7. salary and benefits payable to Gardening Supervisor/workers shall be paid through ECS / Net-banking directly to the Bank account of the respective worker. Proof in support of such remittance to the credit of the concerned worker(s) should be submitted every month with the bill.
8. OSTC reserves the right to expel any worker of the Service Provider/ Contractor who is found guilty of misconduct.

ANNEXURE-IX

Uniform for Workers

The Service Provider/Contractor will arrange to provide winter and summer uniform along with shoes to each worker and Gardening Supervisor within 15 days of award of work. The design /colour/ quality/fabric of the uniform and the brand of shoes to be provided will be approved by OSTC.

The Contractor / Service Provider shall provide uniform (Two shirts / Two trousers / Two pairs of socks / One *saafa* for covering head / One belt / one pair of shoes / One pair of Sandals / Chappals, one Jacket or Sweater per year to each worker) to the Supervisor / Workers deployed by them at OSTC. The cost of the uniform and shoes for the workers as well as the Gardening Supervisor will be reimbursed by OSTC to Service Provider/Contractor on actual basis along with the %age service charges quoted in the financial bid. The Service Provider/Contractor has to ensure that the uniforms are maintained properly and always kept neat and clean by their workers.

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

ANNEXURE-X

SERVICE CHARGES [COST OF SERVICES]

1) The components of monthly Bill of the contractor and details of payment/ reimbursement/deduction shall be as under:

(a) Minimum Wages to workers/supervisor Based on the Notification issued from time to time by The Chief Labour Commissioner (Central), New Delhi as per Minimum Wages Act 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 with Rules, 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 OSTC. All statutory deductions such as TDS, surcharge, Education cess, Higher education cess etc. will be deducted as applicable from time to time. The payment to Service Provider/Contractor shall be made (with deduction of statutory taxes as applicable) following release of amount by him/them to his/their workers/depositing the amount(s) with Statutory Authorities. As this amount will keep varying, the quantum under this head need not be specified. The Bidder will only declare that he/they will make all statutory payments to his/their workers/supervisors by the stipulated date and thereafter will claim payment from OSTC Faridabad on actual basis (subject to deduction of statutory taxes as applicable) .

(b) The percentage of monthly Administrative/ Service Charges is to be quoted by the bidder. **This % should be clearly mentioned in the bid which will be paid as % age of the total amount paid by Service Provider/Contractor to the workers/supervisor as mentioned under (a) above.**

(c) While quoting the percentage charges, the Service Provider/Contractor should keep in mind any other Statutory payments/ expenses which the Service Provider/Contractor expects to incur to ensure compliance with various statutory/legal provisions of the Authorities, margin for Statutory tax deductions, expenses to be incurred for washing/cleaning/ironing of uniforms and its premature replacement, his profit, administrative and out of pocket expenses and any other expenses.

(d) Though the % age of charges will remain fixed during the Contract period, the actual amount of monthly Administrative/ Service Charges will keep on varying depending upon the reimbursement amount that will be claimed/ payable every month on account of revision in wages etc as per Minimum Wages Act.

(e) Service tax / **GST** if applicable shall be extra and borne by OSTC. All statutory deductions such as TDS, surcharge, Education cess, Higher education cess will be deducted as applicable from time to time.

2) Reasonable cost of uniform (summer, winter including shoes) as stipulated by OSTC, will also be reimbursed to the Service Provider/Contractor along with %age service charges.

3) Employer Contribution towards PF & ESI in respect of the workers deployed by the Service Provider/contractor will be reimbursed on actual basis

4) It would be preferable if the salary and benefits payable to Gardening Supervisor/workers is arranged through the bank at Faridabad where OSTC has its account. The payment are to be made through ECS mode only directly to the Bank account of the respective worker(s).

6) The Service Provider/ Contractor shall submit detailed bill on the above lines along with the supporting documents as per terms and conditions of the tender.
