



THE ORIENTAL INSURANCE COMPANY LIMITED
REGIONAL OFFICE, JAIPUR.

**TENDER DOCUMENT FOR PROVIDING
HOUSEKEEPING & DRIVER SERVICES
ON MONTHLY CONTRACT BASIS**

AT

OICL, REGIONAL OFFICE, JAIPUR,

AND

VARIOUS OFFICES UNDER RO JAIPUR.

**THE ORIENTAL INSURANCE COMPANY LIMITED
IXth & Xth FLOOR , BEEMA BHAWAN ,
NBCC CENTER, SAHKAR MARG,
JAIPUR – 302015.**

CIN NO. : U66010DL1947GOI007158

TELEPHONE NO. : 0141-2850452/479.

(Please Check that number of pages are 57)

Signature and Seal of Tenderer

**TENDER DOCUMENT FOR
PROVIDING
“HOUSEKEEPING & DRIVER SERVICES”
AT
OICL, REGIONAL OFFICE, IX & X FLOOR,
BEEMA BHAWAN, NBCC CENTER,
SAHKAR MARG, JAIPUR
AND
VARIOUS OFFICES UNDER RO JAIPUR**

**TECHNICAL BID
PART – I (UNPRICED)**

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PART I - TECHNICAL BID (Un priced)

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SECTION-I

THE ORIENTAL INSURANCE COMPANY LIMITED
REGIONAL OFFICE,
IX & X FLOOR, BEEMA BHAWAN, NBCC CENTER,
SAHKAR MARG, JAIPUR– 302015.

NOTICE INVITING TENDER FOR PROVIDING HOUSEKEEPING &
DRIVER SERVICES ON MONTHLY CONTRACT BASIS

Chief Regional Manager, 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 & Driver 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, GST Number and License Number for providing Contract Labor. **Attach document in support of the same.**
- 4) Regarding Annual Turnover of the contractor, Attach **Certificate from Chartered Accountant.**

Interested parties may submit bids **in two separate envelopes** duly super-scribed as **Technical Bid**” and **Financial Bid**”. Both these bids should be put in **one big envelope super scribed “TENDER FOR PROVIDING HOUSEKEEPING & DRIVER SERVICES ON MONTHLY CONTRACT BASIS”**. The Bidder/Tenderer is requested to sign all the papers comprising Technical Bid, Financial Bid and all the Annexures attached.

Interested Contractors, as mentioned above, can obtain the detailed tender document containing the terms & conditions, against a written request on their own letter head from the office of Chief Regional Manager, The Oriental Insurance Company Limited (OICL),

Signature and Seal of Tenderer

Beema Bhawan NBCC Center, IX & X Floor , Sahkar Marg , Jaipur, against Cash payment / submission of a non-refundable Demand Draft only of Rs.1180/- (Rs. One Thousand One Hundred Eighty 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:-

i)	Issue of tender document	:	From 22.03.2021 to 31.03.2021 between 11.00 AM to 3.30 PM on all working days.
ii)	Tender document Fee (Non-refundable)	:	Rs.1180/- (Rs. One Thousand One Hundred Eighty only)
iii)	Last date & time for submission of tender	:	07.04.2021 upto 5.30 P.M.
iv)	Date & time of opening of Technical Bids	:	08.04.2021 at 11.30 A.M.
v)	Date of Pre-bid conference	:	01.04.2021 at 11.00 A.M.
vi)	Date & time of opening of Financial Bids	:	Will be intimated to the Technically qualifying bidders at a later date.
vii)	Earnest Money Deposit (EMD)	:	Through Demand Draft only of Rs. 50,000/- (Rs. Fifty thousand only) to be placed in sealed envelope of “Technical Bid”. Payment of EMD through any other mode is not acceptable.

The tender document can also be downloaded from the website **www.orientalinsurance.org.in** (Tender) and the same will be accepted along with the **tender fee of Rs. 1180.00 (Rupees One Thousand One Hundred Eighty only)**, mentioned above, through a separate Demand Draft drawn on any Nationalized/Scheduled bank favoring “**The Oriental Insurance Company Limited, payable at Jaipur** which is required to be placed in the Envelope containing Technical Bid.

The Tenderers 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 and notice thereof will not be published in any newspaper. All Tenderers are, therefore, advised to visit the website regularly for updates.

Chief 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) whatsoever.

**Chief Regional Manager,
Regional Office, Jaipur
The Oriental Insurance Company Limited**
Signature and Seal of Tenderer

SECTION 2

ELIGIBILITY CRITERIA

1. The Tenderer should be based at Jaipur and operating their business in Rajasthan. **Attach self-attested photo-copy of proof.**
2. The Tenderers should be possessing / holding a valid License issued by Central Government / concerned Department of Government of Rajasthan 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 self-attested photo-copy of Registration with Govt. Labour Deptt. & License.**
3. The Tenderer should possess valid Provident Fund Registration Number under EPF Act 1952 with PF Department in Rajasthan. **Attach self-attested photo-copy.**
4. The Tenderer should possess valid ESI Registration Number under ESI Act 1948 with ESI Authorities in Rajasthan **Attach self-attested photo-copy.**
5. The tenderer should have a minimum experience of three years as on 31.03.2020 in the field of providing HOUSEKEEPING & DRIVER Services on Contract Basis. **Attach self- attested photocopy of proof.**
6. The tenderer should have rendered similar satisfactory services of providing HOUSEKEEPING & DRIVER Services on contract basis to **at least three** Public sector Insurance Company/Public sector bank/Central or State Government undertaking /Autonomous Institute/Corporate Establishment of repute having minimum paid-up capital of Rs.50 lacs (Rupees Fifty lakhs) during the last three Financial years i.e. 2017-18,2018-19 & 2019-20. **Attach Certificates of Experience and satisfactory completion of work awarded from concerned Establishment /Companies.**
7. The Tenderer should have minimum annual turn-over of Rs. 1.00 crore (Rupees One crore) during the last Three Financial years i.e. 2017-18, 2018-19 & 2019-20 . **Attach Certificate from Chartered Accountant**
8. The Tenderer should have on their wage rolls minimum 50 workers/ Man power including Drivers in Rajasthan as on 31/12/2020. **Attach Certificate from Chartered Accountant in this regard.**
9. 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.
10. The Tenders from Bidders who's Technical Bid(s) were earlier rejected by OICL on account of fake supporting documents etc. shall not be entertained.
11. The Tenders from Individual / Firm / Organization including its Partners / Shareholders / Directors who have been blacklisted / prosecuted by any departments / statutory bodies in any State or by any Court of Law, shall not be entertained.

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SECTION 3

INSTRUCTIONS FOR TENDERERS

2. GENERAL:

2.1. 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 Chief Regional Manager, OICL, Jaipur, on behalf of The Oriental Insurance Company Limited, for **"Providing Housekeeping & Driver 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,RO,IXth & Xth Floor , Beema Bhawan , NBCC Center, Sahkar Marg ,Jaipur - 302015.-

Covered Area: 6582 Sq. Ft.(approx.)

Office Premises II

Various Offices in Rajasthan Covered Area : different in each Office

1.3. The Bidder/Tenderer shall be required to provide the Housekeeping & Driver Services on 'Monthly Contract Basis' for an **initial period of three years from the date of commencement of work on the rates quoted in their Financial Bid with a provision to extend the contract for a further period of three years by increasing the rate for "Service Charges" by 5% of existing charges on the same terms and conditions** on providing satisfactory and efficient housekeeping & Driver services. **The rate of "Service Charges" quoted by the Bidder/Tenderer in their Financial Bid shall remain fixed during the currency of the Contract for an initial period of three years and no revision in rates will be permitted during the currency of contract for an initial period of three years. GST, if applicable, shall be extra and borne by OICL. All statutory deductions such as TDS, Surcharge, Education cess, Higher education cess etc. will be deducted from the monthly bill as applicable from time to time.**

1.4. The Bidder/Tenderer **quoting the "Service Charges" / Consideration as "NIL" shall be treated as "Unresponsive" and will not be considered.**

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1.5 Pre-Bid Meeting:-

A **Pre-Bid Meeting will be held** at Regional Office , IXth & Xth Floor ,Beema Bhawan , NBCC Center , Sahkar Marg, Jaipur , as per schedule mentioned above in tender, wherein the prospective Bidders / Tenderers can seek clarification, if any. Prospective Bidders/Tenderers are advised to seek clarification in writing on Letter Head of their Agency/Firm to keep record of clarification sought. In case of any change in the terms and conditions of Tender Document after conclusion of Pre-Bid Meeting, the same will be done upon approval of Competent Authority of the Company and any amendment/addition/deletion shall appropriately be up-loaded on Company's Website only after making corrections, if any, for information of all concerned and will not be published in newspapers.

- 1.6.** If two or more Tenderers quote the same L-1 rate, fresh quotes are to be obtained from both or all such L-1 Tenderers after providing reasonable time for re- submission of fresh quote/rate. There after Contract be placed with the L-1 Tenderer as per the evaluation of fresh quotes received from such L-1 Tenderers.
- 1.7. As per Public Procurement Policy of Government of India, exemption from payment of Earnest Money Deposit is allowed to Micro and Small Enterprises (MSEs) provided such MSEs enclose certified copy of Valid Certificate of Registration as MSEs issued by appropriate Registering Authority and letter from such Registering Authority certifying exemption from payment of Earnest Money Deposit to such MSEs. Kindly note that if these documents are not attached with the Bid/Tender Document submitted by MSE Bidder/Tenderer their Bid/Tender shall not be entertained and shall be treated as rejected.

2.0 Issue of Tender Document:

The tender document can be obtained from the office of the Chief Regional Manager, The Oriental Insurance Company Limited, IXth & Xth Floor, Beema Bhawan, NBCC Center , Sahkar Marg, Jaipur, by submitting a written request on the letter head **against cash / submission of a non-refundable Demand Draft of Rs.1180/- (Rs. One Thousand One Hundred Eighty 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 11.00 hours to 15.30 hours from 22.03.2021 to 31.03.2021.** In case, the tender document is downloaded from the website, the tender fee of Rs. 1180/- 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.**

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3.0 Submission of Tender:

3.1.The Tenders are invited on **Two Bid System** i.e. **Technical Bid and Financial Bid**. The Bidder/Tenderer is required to put Technical Bid in sealed Envelope No. 1 along with documents and Financial Bid in sealed Envelope No. 2. The Bidder/Tenderer is required to clearly indicate on these sealed envelopes name of firm/bidder/tenderer, their address and contact details of their representative. Both the sealed envelopes superscribed as **Envelope No. 1 “Technical Bid”** and **Envelope No. 2 “Financial Bid”** should be kept in a big **Envelope No. 3**. This sealed **Envelope No. 3** superscribed as **“TENDER FOR PROVIDING HOUSE KEEPING & DRIVER SERVICES ON MONTHLY CONTRACT BASIS”** and addressed to Chief Regional Manager, The Oriental Insurance Company Limited, Regional Office , IXth & Xth Floor, Beema Bhawan, NBCC center , Sahkar Marg, Jaipur-302015, shall be deposited in the Tender Box placed in Regional Office, **on or before 07/04/2021 upto 5.30 PM. The tender received in any manner other than prescribed in the Tender Document shall be summarily rejected. Any tender received after the scheduled date and time shall not be considered. The Company will not accept any responsibility for the tender lost in transit or delivered elsewhere or 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.50,000.00 (Rs. Fifty Thousand only)** drawn in the favour of “The Oriental Insurance Company Limited” payable at Jaipur issued by any scheduled commercial bank. Payment of EMD through Cheque or any other mode is not acceptable.

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(b) Demand Draft only for Rs.1180/- (Rupees One Thousand One Hundred Eighty 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 GST No. 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 as on 31.03.2020 i.e. 2017-18, 2018-19 and 2019-20 in providing Housekeeping & Driver services to office premises /residential training centers of at least three Public Sector Banks/Insurance Companies/Centralor State Government Organizations/ Corporate Establishment of Repute (Attach Certificates from the Concerned Establishment / Companies).**
- vii) Proof of turnover for the last Three financial years (2017-18, 2018-19 & 2019-20) duly certified by a Chartered Accountant. (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).**

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- 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).**
- 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 XII of Tender Document.**
- xiv) Certificate regarding workers on the rolls of Tenderer issued by Chartered Account as per Annexure XIII 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 & Driver.

3.3(d) The percentage of Service / Administrative charges should be quoted both in words and figures in the financial bid format. The payment of wages should not be 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, 1966 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. GST 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

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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.

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 if any or amendments at the time of attending pre-bid conference shall be uploaded only on website of the Company will be binding upon them. Hence all tenderers are, therefore advised to visit the company's website regularly for updates.

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

4.4 Chief 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.

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5.0 Opening of Tenders:

The Technical Bids (Part – I unpriced) shall be opened on **08.04.2021 at 11.30 A.M.** in the Office of Chief Regional Manager, The Oriental Insurance Company Limited, IXth & Xth Floor, Beema Bhawan, NBCC Center, Sahkar Marg, 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 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 Chief 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. 50,000 (Rupees Fifty 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 & Driver Services at OICL offices all Rajasthan"**. 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.

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6.3 Return/refund of EMD to the unsuccessful/non-responsive Tenderer(s) will be made normally within 45 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)**.

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 (120 days) 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 .

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- 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.
- 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.

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- 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. **1,50,000/- (Rupees One lac Fifty thousand only)** as security amount by a Demand Draft only drawn in the favour of **The Oriental Insurance Company Limited payable at Jaipur** within 10 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. **2,00,000/- (Rs. Two Lac 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. It is to be noted that in the event of the Contractor/service provider not fulfilling the conditions, OICL reserves its right to forfeit the **Security Deposit of Rs. 2,00,000/- (Rupees Two Lac 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.2,00,000/-.**

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 & Driver services shall be made by the Contractor in accordance with the time schedule specified in the Work Order issued by OICL.

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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 & Driver 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 & Driver 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 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 /Rajasthan Government/Municipal Corporation Rajasthan 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

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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 Contract 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.
- 1.4** The Bidder/Tenderer shall not sub-contract the whole, part or a substantial portion of the outsourced activity i.e. providing workman/manpower for housekeeping and driver services to OICL

2. THE SERVICE CHARGES

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

2.1

The Bidder/Tenderer shall be required to provide the Housekeeping and Driver Services on 'Monthly Contract Basis' for an **initial period of three years from the date of commencement of work on the rates quoted in their Financial Bid with a provision to extend the contract for a further period of three years by increasing the rate for “Service Charges” by 5% of existing charges on the same terms and conditions** on providing satisfactory and efficient Housekeeping & Driver services. **The rate of “Service Charges”** quoted by the Bidder/Tenderer in their Financial Bid shall remain fixed **during the currency of the Contract for an initial peri-**

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od of three years and no revision in rates will be permitted during the currency of contract for an initial period of three years. **GST, if applicable, shall be extra and borne by OICL. All statutory deductions such as TDS, Surcharge, Education cess, Higher education cess etc. will be deducted from the monthly bill as 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.
- 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 should have a valid labour license under the Contract Labour (R&A) Act 1970 and the Contract Labour (R&A) Central Rules, 1971 and submit a copy to OICL 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

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contract for Housekeeping & Driver Services. The Contractor shall also comply with the provisions of the **Child Labour (Prohibition and Regulation) Act 1986, Payment of Wages Act 1936, Minimum Wages Act 1948, 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 thereto and the rules made there under from time to time.** The Contractor is fully responsible to observe the above laws as amended from time to time in regard to his employees and compensation and other benefits / 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.
- 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 therefrom 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.

4. INDEPENDENT CONTRACTOR AND EMPLOYEES OF CONTRACTOR

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

4.4 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 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

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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.2,00,000/- (Rupees Two lac only)** with the OICL for the due performance and observance of the terms and conditions of the Contract. That the amount of security of **Rs.2,00,000/-** shall be refunded without any interest thereof to the contractor after the termination/completion/cancellation of the said contract. However, OICL reserves the right to deduct any amount in case the Contractor or their employees, servants, agents, etc. cause any damage to the articles supplied or property or deterioration detected at any time during the contract period and the same shall be recovered out of the security deposit amount of **Rs.2,00,000/-**, For refund of security amount the contractor will submit an indemnity bond on Non Judicial stamp paper of requisite amount duly notarized regarding “No Dues” confirmation. **The specimen of the Indemnity bond is enclosed as Annexure V (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 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. 2,00,000/- (Rupees Two lac only)** placed with OICL hereinafter mentioned. However, decision of the RO shall be final and binding on the contractor, in respect of such confiscation of the security of **Rs.2,00,000/-**.
- 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 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.

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.

14.(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 is required to take mediclaim and Workman Compensation Insurance Policy under W.C act having adequate Sum Insured for 'housekeeping workers and Driver deputed' in the joint name of The Oriental Insurance Company Limited and the contractor from any Nationalized Insurance Company other than Oriental Insurance co ltd to cover any payment under W. C.Act or

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any other Act and ensure that it will remain in force during the currency of the Contract. Copy of the Insurance Policy is required to be submitted to the Company. The premium for taking the Policy shall be reimbursed to the Bidder/Tenderer by the Company on submission of proof of payment and no service charges will be paid by the Company. The 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.

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

- 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.

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- 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.
 - 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 workers and driver 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.

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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 and driver are paid within the stipulated time period as provided under relevant statute in force within Rajasthan. Contractor will not link the payment of wages to the Workers and driver 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-3, or due to any of the following reasons:

- 25.1 If the housekeeping staff & Driver is not found in proper uniform and displaying photo identity card, a penalty of Rs 500/- per instance per person shall be deducted from the contractor's bill.
- 25.2 If the housekeeping staff & Driver is found indulging smoking or under influence of alcohol or narcotics drugs on duty hours, a penalty of Rs. 500/- per instance per person shall be deducted from the Contractor's bill and such staff shall not be allowed to enter the complex in future.
- 25.3 If the housekeeping staff & Driver is found sleeping during duty hours, a penalty of Rs. 500/- per instance per person shall be deducted from the bill of the Contractor.
- 25.4 If a housekeeping staff & Driver is missing from his/her place of duty except for any valid reason, a penalty of Rs. 500/- per instance per person shall be deducted from the contractor's bill.
- 25.5 If the behavior of the housekeeping staff & Driver 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

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suitable penalty may be imposed by OICL and amount will be recovered from his monthly bill.

- 25.8** If there is any other complaint about Housekeeping & Driver services and immediate remedial measures as per satisfaction of OICL are not taken by the contractor, an amount equal to Rs. 500/- or 5% of the bill amount for that day, whichever is more, per day will be deducted as penalty for the number of days of the complaints, from the bill payable to the contractor. The decision of the Chief Regional Manager in this regard shall be final.
- 25.9** The contractor is required to provide alternate housekeeping workmen/manpower/driver, whenever the regular out-sourced workmen/manpower/driver deputed by them is/are not reporting for duty and/or is/are on leave treating it as Mandatory Requirement as the Company is making payment of Reliever/Leave Cost to the Bidder/Tenderer. In case of failure to provide alternate housekeeping workmen/manpower/driver the Bidder/Tenderer should be ready and have to bear the penalty of Rs. 500/- per day as per the terms and conditions of the Tender Document and the Company will not allow the Bidder/Tenderer to recover/deduct the penalty from the amount payable to the outsourced workmen/ driver. In such an event, apart from non-payment of wages for such occasions/period (the amount of which will be adjusted/deducted from Leave Cost payable to Bidder/Tenderer), a penalty @ Rs. 500/- per day will be imposed on Bidder/Tenderer.

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).

27. The Bidder/Tenderer should be ready to and will :-
- (1) Deposit ESI and EPF Contribution in respect of workmen/Manpower and driver deputed for our Company through a separate Challan meant for OICL every month and submit a copy of the same as proof of payment to statutory authorities along with complete details of contribution deposited in respect of each named workmen/Manpower and driver on their letter head duly certified, stamped and signed by authorized signatory **treating it as a mandatory requirement**
 - (2) Pay total amount of Monthly Wages, Overtime and other charges to the housekeeping workmen/manpower/driver deputed for our Company (which should be equivalent to the amount payable to them as per minimum wages norms) **through “E- transaction” and/or through “Account Payee Cheque” only along with copy of Bank Pass-book showing credit entry of amount treating it as a mandatory requirement.** Payment of amount of Wages to the workers in Cash will not be permitted/accepted.

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- (3) Arrange Police Verification of each workmen/manpower and driver deputed for our Company and **submit a Police Verification Report obtained from the Police Authorities** in respect of each housekeeping workmen/manpower and driver before deputing to our company **treating it as a Mandatory requirement. Please note that online application for Police Verification is to be made by the Bidder/Tenderer himself/themselves giving declaration that the housekeeping workmen/manpower/ driver in question is his/their own employee. Police Verification applied by the individual driver will not be accepted.**
- (4) Provide alternative workmen/manpower/driver, whenever the regular workmen/manpower/driver deputed by them is not reporting for duty and/or is on leave treating it as a Mandatory Requirement so as to ensure continuity of services of workmen/manpower/driver. In case of failure to provide alternate workmen/manpower/driver the Bidder/Tenderer should be ready to bear the penalty imposed as per the terms and conditions of the Tender Document. **Please note the penalty for not providing alternate workmen / manpower /driver in the absence of regular workmen/manpower/driver by the Bidder/Tenderer is to be borne by the Bidder/Tenderer. The Bidder/Tenderer will not be allowed to pass on the penalty amount to the workmen/manpower/driver deputed by them.**
28. 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.

ANNEXURE- I

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. 50,000/- (Rs. Fifty Thousand Only) in the form of Demand Draft only issued by any scheduled commercial bank in favour of The Oriental Insurance Company Limited payable at Jaipur.</p> <p>b) Demand Draft for Rs. 1180/- (Rs. One Thousand one hundred eighty Only) issued by any scheduled commercial bank in favour of The Oriental Insurance Company Limited payable at Jaipur if the tender is downloaded from Company's website.</p> <p>Payment of EMD or Tender Fee through Cheque or any other mode is not acceptable and the tender is liable to be rejected.</p>		
2	Proof of the Tenderer being based in the State of Rajasthan 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 Good and Service Tax Registration Number (if applicable).		
4	Tenderers self-attested copy of valid Employee Provident Fund Registration Number from concerned authorities of the State of Rajasthan.		
5	Tenderers self-attested copy of valid ESI Registration Number from concerned authorities of the State of Rajasthan.		
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 Rajasthan .		
7	The Contractor should have a minimum experience of 3 years as on 31.03.2020 in providing Housekeeping & Driver services to office premises/residential training centers of at least three Public sector Insurance Company/Public sector bank/Central or State Government undertaking /Autonomous		

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	Institute/Corporate Establishment of repute (Attach Certificates from Concerned Establishments/Companies for Three Years i.e. 2017-18, 2018-19 & 2019-20).		
8	Attach Certificate from Chartered Accountant as proof of Turnover if any.		
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 (Annexure-II of the Tender Document).		
11	Declaration in the form of affidavit on non-judicial stamp paper of requisite value duly Notarized that individual /firm/organization including its Partners/ Shareholders/Directors were never blacklisted/prosecuted by any department/statutory authority in India or by any Court. (Annexure-VI of the tender document).		
12	Tendering Agency's profile as per Annexure III of the tender document.		
13	Non-relationship Certificate for participation of near relative of employees in the tender /execution of work as per Annexure IV .		
14	Certificate confirming the number of workers including Drivers on rolls of the Tenderer as on 31/12/2020 (to be eligible the number should not be less than 50). Attach Certificate issued by Chartered Accountant as per Annexure XIII .		
15	List of Present and Past Client during the last THREE YEARS which include atleast three Government / Public Sector Undertaking or any Private Company along with Experience Certificates issued by Clients as per Annexure XII .		
16	Photo-copy of cancelled cheque of Bank Account of the Tenderer.		

Signature and Seal of Tenderer

Signature and Seal of Tenderer

ANNEXURE- II

COMPLIANCE REPORT

To

The Chief Regional Manager,
The Oriental Insurance Company
Limited, IXth & Xth Floor , , Beema
Bhawan, NBCC Center, Sahkar Marg,
Jaipur - 302015

Sub: Regarding tender for "Providing Housekeeping and Driver 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), INDIA** 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**

Signature and Seal of Tenderer

-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 XIII)** to and forming a part of Tender Document. I/We have understood the contents of complete Tender Document (Technical Bid as well as Financial Bid).

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

Place:

Signature of Tenderer: -----

Name of the Tenderer: -----

Date:

Address: -----

ANNEXURE III

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

TENDERER'S PROFILE

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. (Attach photocopy)	
4.	Name, Designation, Address & Telephone / Mobile Number of Authorized person of firm / Contractor.	
5.	Fax Number E- Mail Mobile Number	
6.	Please specify as to whether tenderer is sole proprietor /Partnership firm / company or	

Signature and Seal of Tenderer

	any other establishment.	
7.	Name, Address and Telephone No. of Heads/ partners etc. be specified	
8.	License Number for providing Contract Labour issued by Appropriate Government Authority of Rajasthan (Attach photo-copy)	
9.	PAN / TAN Number issued by Income Tax Department. (Attach Photocopy)	
10	Provident Fund Account Number (Attach photocopy)	
11	ESI Number (Attach photocopy)	
12	Goods and Service Tax Registration Number (Attach photocopy)	
13	Details of Bid Security deposited: (a) Amount : b) DD No. (c) Date of issue: (d) Name of issuing Bank	
14	Name of the person, if any, to whom Authorization / Power of Attorney granted. (Attach photo-copy of Authorization / Power of Attorney)	
15	Bank Account Details of the Firm:	

Signature and Seal of Tenderer

	(A) Bank Account Number (B) Bank Name and Address (C) IFSC Code (D) MICR Code (Attach photo-copy of cancelled cheque).	
16	Any other information	

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/Shareholders/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 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:

Signature and Seal of Tenderer

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 & Driver Service Provider) (herein referred to as the Service Provider) favoring The Oriental Insurance Company Limited (herein referred to as the OICL having its registered and corporate office at 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 & Driver Services.
- 2) The Service Provider has made a security deposit of Rs _____ only) for Housekeeping & Driver Services as provided under item No.1 above.
- 3) The Contract for providing House Keeping & Driver services on hire has been completed/ terminated by the OICL / Canceled by the OICL / Service Provider w.e.f. _____.
- 4) The Service Provider has paid all dues of the workers engaged in aforesaid Housekeeping & Driver services and has also paid all the bills of the materials purchased for the purpose of the above mentioned Housekeeping & Driver service under item No.1.
- 5) The Service Provider having satisfied the OICL that there are no outstanding dues of any sort and also that he has not caused any damage to the property of the OICL and on the request of the Service Provider the OICL has agreed to refund the aforesaid security deposit of Rs. _____.

Signature and Seal of Tenderer

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 & Driver Services as provided under item No.1 or in the event of any damage, breakage or any other injury to the property of the Principal caused by the service provider or his workers, the contractor shall, on being required by the OICL, pay and make good all those dues or damages forthwith.

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

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

Witness:

1. Signature:

Name :

Address :

Signature of the Service Provider with Stamp of Firm

(Indemnifier)

2. Signature:

Name :

Address :

Signature and Seal of Tenderer

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.

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

Signature and Seal of Tenderer

ANNEXURE VII

SCOPE OF SERVICE

HOUSEKEEPING:

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 Company.
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.
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. 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.
11. To maintain the Complaint Register for any problem reported by employees/officers and ensure that the complaint is attended immediately.
12. **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 Manager/Asstt Manager/AO for information on daily basis by 10.30 AM and 2.30 PM** while maintaining a copy with themselves.
13. The **Minimum Wages Rates per Worker** is **for duty of 8 hours daily (excluding lunch hour) for six days a week.**
14. The Tenderers are advised to visit both the premises listed in the Technical Bid to have a clear picture of the work involved.
15. Contractor shall provide the services as specified below:-

Signature and Seal of Tenderer

Technical Tender – Housekeeping – March 2021

SL. NO.	SPECIFIED AREA OF WORK	NATURE AND SCOPE OF WORK	FREQUENCY	TIMING
1	Cabins, Halls, Board/Meeting Rooms and passages of Ninth, and Tenth Floor premises of RO Jaipur and Various offices .	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 IX and X 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	Entire entrance area of RO Jaipur and Various Offices	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, Fixture, Fittings and office equipments,	Dusting, cleaning and wiping fans, telephones, fans geysers, exhaust fans, room heaters, air-conditioners,	Daily	Between 9.00 AM to 5.30 PM

Signature and Seal of Tenderer

Technical Tender – Housekeeping – March 2021

	curtains, venation blinds, telephone / fax etc.	computers, furniture, fixtures and fittings and polishing of fittings.		(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 both floors of RO Jaipur and Various Offices	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 both floors of RO Jaipur and Various Offices	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 both floors and entrance of premises of RO Jaipur and Various Offices	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 Boards on Building	Cleaning it properly.	Weekly on Saturdays.	Between 9.00 AM to 5.30 PM (Lunch 1.30 PM

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				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)

16. For carrying out the above-noted jobs on daily/weekly/monthly basis the **deployment of workers 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.

SCOPE OF SERVICE:- FOR DRIVER

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

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

3. The Driver will be considered under the Skilled Category as per Order F. No. 1/20(3)/2020/LS/II/ dated 12/10/2020 issued by Government of India, Ministry of Labour & Employment , Office of the Chief Labour Commissioner (C), New Delhi. The wages for Driver will be revised as per the notifications of Minimum Wages issued by Government of India (Labour Department) time to time.
4. The Driver should have a valid Driving License for driving four wheeler including for driving in hill stations and difficult terrains. The driver should be young and physically fit, say not more than 45 years. The Driver should always carry original valid Driving License with him whilst on duty and follow all the traffic rules strictly. **In case any penalty is imposed by Police and Other Authorities for not carrying original valid Driving License by Driver or for violating the traffic rules, the penalty imposed will be borne by the Bidder/Tenderer.**
5. The behavior of the driver should be polite, cordial, obedient and not convicted in any Civil or Criminal Court/Law Agencies. **The Bidder/Tenderer, on award of contract, shall have to give Undertaking in this regard to OICL.** In case of any misbehavior, in addition to taking legal action, the Bidder/Tenderer will be penalized for the same and the decision of the competent authority of the company in this regard shall be final and binding on the Bidder/Tenderer.
6. The driver, in addition to safe driving of the car, would receive/ alighten the occupants in a very respectful manner and his/her baggage and would obey the instructions of the occupants.
7. The driver would wear well stitched and ironed uniform during duty hours as approved by the Company and provided by the Bidder/Tenderer treating it as a mandatory requirement and the cost of providing uniforms will be borne in full by the Bidder/Tenderer for which Uniform Charges are being paid to the Bidder/Tenderer every month. The Bidder/Tenderer will provide at least two Summer Uniforms with Cap and One Winter Uniform with sweater and cap every year after obtaining approval from the Company. **A penalty of Rs. 50/- per occasion will be imposed, if the driver is found not wearing approved uniform during duty hours.**
8. The Driver is required to maintain/up-date Log Book on daily basis for use of the Vehicle provided by the Company on the basis of duties given to him and produce the same to the company officials whenever demanded/required for record and

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other purposes. The calculations of overtime payable will be made on the basis of entry in the Log Book duly signed/certified by the User Officer.

9. The driver will carry-out daily cleaning of the car provided to him for driving and maintain the same in a good presentable condition. The cleaning material will be provided by the Company.
10. The Bidder/Tenderer will issue Name Badge to driver deputed for OICL and **the driver will have to wear it during duty hours as a mandatory requirement.**

ANNEXURE VIII

“DEPLOYMENT OF WORKERS/DRIVER”

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, Driver and sweepers who have worked for at least for One year in a reputed institution. Besides experience they should be well versed in speaking, reading and writing **Hindi**.

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

<u>Type of workers/manpower/Driver</u>	<u>Number of workers</u>	<u>Timings</u>
1. Sweepers for cleaning, sweeping, dusting, polishing etc. RO Jaipur and Various Offices under RO Jaipur	41	Between 9.00 AM to 5.30 PM (Lunch 1.30 PM to 2.00 PM)
2.Driver for Regional Office at Jaipur	One (1)	10 hours per day (excluding half an hour lunch time)

Note: Timings can be altered at the discretion of OICL. At any office where more than one sweeper is deployed, out of the total Sweepers proposed to be deployed, 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.

Signature and Seal of Tenderer

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

ANNEXURE X

“SERVICE CHARGES”

[COST OF SERVICES]

1. The contractor will be paid minimum wages, cost of statutory benefits and other amenities besides his Service Charges/Administrative Charges as per Financial Bid. Minimum wages per month and other statutory payments will be paid by the Contractor to workers and reimbursed to Contractor as per Minimum Wages Act and other statutes in force and amended from time to time. Percentage of Service/Administrative Charges quoted by the Contractor in Financial Bid will remain fixed during the contract period of 3 years of Contract.
2. Initially the contract will be for three years from the date of the award of the work. On Satisfactory completion of initial term of 3 years of the contract, the Administrative/Service Charges shall be increased by **5% of the previous term of 3 years**, while renewing contract for further term of 3 years. For example, if the contractor quotes 10% service charges/administrative charges then for the initial term of 3 years it will be 10% and 10.5% for the further terms of 3 years period but the net amount thereof will vary depending upon revision of minimum wages from time to time.
3. The Contractor will be required to take W. C. Insurance in respect of his all workers and cost thereof will be borne by OICL.
4. Nature and design of Uniform will be decided by OICL and the cost of uniforms will be borne by Contractor.
5. The Service Charges quoted by the Tenderer should take into account all expenses which is required to be borne by the Tenderer as per the Tender Document.

ANNEXURE XI

“PAYMENT TERMS AND CONDITIONS”

BILLING PROCESS AND DOCUMENTS

S. NO	REQUIREMENT	TIMELINE	INFORMATION REQUIRED	SUPPORT DOCUMENTS
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. Goods and Service tax number [no Goods and Service tax will be payable in case the invoice does not carry the Goods and Service tax number. c. PAN/TAN Number.	<ul style="list-style-type: none"> 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 submitted every month with the bill. e. Any other document as required by OICL.

Signature and Seal of Tenderer

PAYMENT CRITERIA

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

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

The contractor will be required to raise 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.

ANNEXURE XII

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 / Corporate Establishment of repute	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.

Signature and Seal of Tenderer

ANNEXURE XIII

**CERTIFICATE REGARDING CONFIRMATION OF NUMBER OF WORKERS
ON THE ROLLS OF THE TENDERER AS ON 31/12/2020**

I / We, M/s _____, the tenderer for providing Workers on Contract Basis to The Oriental Insurance Company Limited, Regional Office, 9th & 10th Floor, Beema Bhawan, NBCC Centre, Sahkar marg, Jaipur hereby confirm that the total number of workers on my / our rolls as on 31/12/2020 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 31/12/2020
		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 **31/12/2020**.

SIGNATURE & SEAL OF THE CHARTERED ACCOUNTANT

Signature and Seal of Tenderer