

O.S.T.C. FARIDABAD

Tender Document

to provide

**Services for maintenance & operation
of
Swimming Pool and Fountain
at**

**ORIENTAL STAFF TRAINING COLLEGE,
SECTOR-11, MATHURA ROAD,
FARIDABAD.**

(Please Check that number of pages are 44)

TENDER DOCUMENT TO PROVIDE

**Services for maintenance & operation
of
Swimming Pool and Fountain**

**ORIENTAL STAFF TRAINING COLLEGE,
SECTOR-11, MATHURA ROAD,
FARIDABAD.**

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

Tender Document for Providing
SWIMMING POOL AND FOUNTAIN SERVICES & OPERATION”
AT OSTC, FARIDABAD
Contents

PART -I TECHNICAL BID (Unpriced)

S. No.	Item	Page No.
1.	Section - 1: Notice Inviting Tender	04
2.	Section - 2: Instructions to Tenderers	06
3.	Annexures: Annexure I-Check list of documents placed in Technical Bid Part-I Annexure II- Compliance Report.. Annexure-III- Tendering Agency’s Profile. Annexure-IV- Participation of near relatives of employees. Annexure-V- No Dues Certificate. Annexure-VI Affidavit regarding Non Blacklisting/Prosecution	16 17 18 19 20 22
4.	Section - 3: General Terms and Conditions of Contract.	23
5.	Annexures: Annexure - A-Scope of Service. Annexure- B- Deployment of Workers/ Supervisor. Annexure- C- Proposed set of Uniforms for deployed staff. Annexure - D- Service Charges. Annexure - E- Payment Terms and Conditions.	37 39 40 41 43

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

Notice to provide Services for maintenance & operation of
Swimming Pool and Fountain

Chief Manager, Oriental Staff Training College, (OSTC), invites sealed tenders in the prescribed format under two bid system - Technical Bid (Part-I un-priced) & Financial Bid (Part-II priced) - from the service providers to provide services for maintenance and operation of Swimming Pool and fountain in the College for a period of three years. **Contractor (1) should have at least three years experience of providing operation and maintenance of Swimming Pool services to any one or more/same or different Institute of Govt./Semi Govt. / PSU / Banks / Club /college /school / Corporate establishments / organization of repute during last 5 years (2006/07, 2007/08, 2008/09, 2009/10 & 2010/11) and (2) should have at least one operation & maintenance of Swimming Pool contract running on the date of the advertisement**

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 Manager, Oriental Staff Training College, (OSTC), Faridabad against Cash/ submission of a non-refundable Demand Draft of Rs.500/- (Rs.Five Hundred only) drawn on any Nationalized / Scheduled bank in favour of “**The Oriental Insurance Co.Ltd., A/c. Staff Training College**” payable at **Faridabad** on all working days (Monday to Friday) between 10.00 to 14.30 hours. The time schedule of tendering is specified below:

i)	Issue of tender document	:	10.05.2012 to 31.05.2012.
ii)	Tender document Fee (Non-refundable)	:	Rs.500/- (Rs.Five hundred only)
iii)	Last date & time for submission of tender	:	06.06.2012 upto 5.00 P.M.
iv)	Date & time of opening of Technical Bids	:	07.06.2012 at 11.30 A.M.
v)	Date & time of opening of Financial Bids	:	Will be intimated to the Technically qualifying bidders at a later date
vi)	Earnest Money Deposit (EMD)	:	Through Demand Draft Rs.10,000/-(Rs.Ten thousand only).

Signature and Seal of Tenderer

The tender document can also be downloaded from the website www.orientalinsurance.org.in and the same will be accepted along with the tender fee of Rs.500.00 (Five Hundred only), mentioned above, through a separate Demand Draft drawn on any Nationalized/Scheduled bank favouring **“The Oriental Insurance Co.Ltd., A/c. Staff Training College, payable at Faridabad**

Chief Manager, OSTC, reserves the right to reject any or all of the tenders in part or full without assigning any reason(s).

Chief Manager
OSTC, Faridabad.

Section - 2

Instructions to Tenderers

General :

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

1.2 Sealed tenders with proper personal identification mark, in two parts (**Part-I Technical Bid - un priced and Part-II Financial Bid - priced**) are invited from eligible Tenderers, by Chief Manager, OSTC, Faridabad on behalf of The Oriental Insurance Co.Ltd., to provide **Services for maintenance and operation of Swimming Pool and Fountain at OSTC, Faridabad**" for a period of three years from the date of commencement of contract as per agreement.

1.3 The duration of the contract for first term is for a period of 3 years from the date of commencement of work after award of work. Initially, contract may be awarded for one year. During this one year contractor will be paid lump sum amount per month quoted by him in the Financial Bid . **This lump sum monthly amount quoted by the contractor will include his Service charges /administrative charges besides wages not less than as prescribed under Minimum Wages Act 1948 (Act XI OF 1948),Employers' contribution toward PF under EPF Act 1952, Employers' contribution toward ESI Scheme under ESI Act 1948,Payment of Bonus under Payment of Bonus Act, 1965 and Rules, 1956, payment of compensation for Overtime /weekly off/National holiday/any other holiday, as applicable and as amended from time to time and or any other rule framed there under from time to time by the Central Govt or State Govt and or any other Authority constituted by or under any law, for the category of persons deployed by the contractor. Service tax if applicable shall be extra and borne by OSTC All statutory deductions such as TDS, surcharge, Education cess, Higher education cess will be deducted as applicable from time to time.** The contract may be extended on the basis of satisfactory services to the satisfaction of OSTC for another one year with 10% increase in the price quoted in the Financial Bid. Renewal of the contract for 3rd

Signature and Seal of Tenderer

year may be considered by OSTC on increased lump sum amount per month on mutual negotiation. However, if for any reason the lump sum amount per month for the third year is not mutually agreed upon, the Contract shall automatically be deemed as renewed on existing lump sum amount per month on month to month basis, on the existing terms and conditions to enable OSTC to make alternative arrangement. Here again in the event of the Contractor not fulfilling the conditions of such automatic extension, OSTC reserves its right to forfeit the **security deposit of Rs30,000/- (Rupees thirty thousand only)** placed with OSTC hereinafter mentioned. However, decision of the OSTC shall be final and binding on the contractor, in respect of such confiscation of the security of **Rs.30,000/-**.

1.4 The contract can be renewed for a second term of 3 years at the discretion of OSTC on the terms, conditions, and lump sum amount per month on mutual negotiation and consent.

2.0 Issue of Tender Document:

2.1 The tender document can be obtained from the office of Manager, Oriental Staff Training College, Sector-11, Mathura Road, Faridabad. by submitting a written request on the letter head against cash/ submission of a non-refundable Demand Draft of Rs.500/- (Rs.Five Hundred only) drawn on any Nationalized /Scheduled Bank in favour of **“The Oriental Insurance Company Limited A/c. Staff Training College, payable at Faridabad** during all working days (Monday to Friday) between 10.00 hours to 14.30 hours from 10.05.2012 to 31.05.2012. In case, the tender document is downloaded from the website, the tender fee of Rs. 500/- should be paid through a separate demand draft drawn on a Nationalised /Scheduled bank favouring **“The Oriental Insurance Company Limited A/c. Staff Training College” payable at Faridabad** which must be enclosed with the **Technical Bid (Part – I un-priced)**. **The tenders for which Tender Fee is not paid shall be summarily rejected.**

3.0 Submission of Tender:

3.1 The tender (containing separate sealed envelopes for **Technical Bid Part – I un-priced & Financial Bid Part – II priced**) should be submitted in a sealed third envelope marked on top **“Tender to provide Services for maintenance and operation of Swimming Pool and Fountain at OSTC, Faridabad”** with the name and address and telephone no.of the Tenderer at the bottom of the cover on the left. The complete sealed tender addressed to Chief Manager, OSTC,

Signature and Seal of Tenderer

Faridabad should be dropped in the locked tender box available at the reception on ground floor at OSTC, Faridabad till 17.00 hrs up to 06.06.2012. OSTC shall not be responsible if the Tenders are delivered elsewhere or are not delivered on time due to postal or any other delays.

3.2 OSTC 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 site where intended services are to be provided and satisfy himself /themselves as to the conditions prevalent at the site. No claim on this account shall be entertained by the OSTC under any circumstances subsequently.

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 for Earnest money deposit of Rs.10,000.00 (Rs. Ten Thousand only) drawn in the favour of “The Oriental Insurance Co. Ltd. A/c Staff Training College” payable at Faridabad.

(b) Demand Draft for Rs.500/- as cost of tender if downloaded from website. drawn in the favour of “The Oriental Insurance Co. Ltd. A/c Staff Training College” payable at Faridabad.

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

iii) Copy of Service Tax Registration Certificate issued by Service Tax Office,(if applicable)

iv) Documentary Proof of (1)at least three years experience of providing operation and maintenance service of Swimming Pool services to any one or more/same or different Institute of Govt./Semi Govt. / PSU / Banks / Club /

Signature and Seal of Tenderer

college / school / Corporate establishments/ organization of repute during last 5 years (2006/07,2007/08,2008/09,2009/10,& 2010/11 (attach certificate for atleast 3 years issued by the Organisation to whom the services provided. Please ensure that the period is stated very clearly) and (2) proof of at least one operation and maintenance service of swimming pool contract running on the date of the advertisement (Attach certificates from the concerned Organisation to whom currently providing services clearly mentioning the period).

v) A certificate regarding Non-relationship with OSTC/ Oriental Insurance Company employees as per given draft at (Annexure 'IV') in the tender form.

vi) Compliance Report as per given draft (Annexure II) in the tender.

vii) Declaration in the form of a Affidavit with regard to prosecution / blacklisting of Bidder as per (Annexure VI).

viii) Tendering Agency's profile as per (Annexure III).

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) Tender document showing the rates for the tender for Gardening.

3.3 (d) The lumpsum amount per month should be quoted both in words and figures. **This lumpsum monthly amount quoted by the contractor will include his Service charges /administrative charges besides wages not less than as prescribed under Minimum Wages Act 1948 (Act XI OF 1948),Employers' contribution toward PF under EPF Act 1952, Employers' contribution toward ESI Scheme under ESI Act 1948,Payment of Bonus, under Payment of Bonus Act, 1965 and Rules, 1956 payment of compensation for overtime /weekly off/National holiday/any other holiday, as applicable and as amended from time to time and or any other rule framed there under from time to time by the Central Govt or State Govt and or any other Authority constituted by or under any law, for the category of persons deployed by the contractor. Service tax if applicable shall be extra and borne by OSTC All statutory deductions such as TDS, surcharge, Education cess, Higher education cess 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/ Signature and Seal of Tenderer

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 overwritings/corrections should be duly signed by the tenderer.

3.3 (g)One bid per bidder – Each bidder shall submit only one tender either by himself or as a partner in joint venture or as a member of consortium. If a bidder or if any of the partners is a joint venture or any one of the members of the consortium participate in more than one bid, the bids are liable to be rejected.

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

3.4 Late & delayed Tenders:

- a)** Bids must be received in OSTC, Faridabad at the address specified above but not later than the date and time stipulated in the Notice Inviting Tender. The OSTC may, at its discretion, extend the deadline for submission of bids in which case all rights and obligations of the OSTC and the Bidder will be the same.
- b)** Any bid received by OSTC after the deadline for submission of bids, as stipulated above, shall not be considered and will be returned unopened to the bidder.

4.0 Amendment of Tender Document:

- 4.1** At any time prior to the last date for submission of Tenders, OSTC may for any reason, at its own initiative modify the Tender documents by amendment.
 - 4.2** The amendments shall be intimated in writing or by Post or by FAX or by e-mail to all prospective Tenderers on the address intimated at the time of purchase of Tender document from the office of Manager, OSTC, Faridabad and also uploaded on website of the Company and those amendments will be binding upon them.
- 4.3** Chief Manager, OSTC may, at his discretion, extend the deadline for the submission of tenders suitably.

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

5.0 Opening of Tenders: The Technical Bids (Part – I unpriced) shall be opened on 07.06.2012 at 11.30 A.M. in the office of Manager, Oriental Staff Training College, Faridabad in the presence of Tenderers or their authorised representative(s) who wish to be present. **The Financial Bids (Part – II priced)** of only those Tenderers, whose technical bid is found responsive will be opened at a later date and time to be informed by the OSTC The tender opening committee (TOC) of OSTC shall open the properly sealed tenders only. **Unsealed or improperly sealed tenders shall be rejected. Conditional bids will also be summarily rejected.**

All the Financial Bids (Part – II Priced) of Tenderers whose **Technical Bids (Part – I unpriced)** have been opened, will be sealed in one envelope acknowledged by Tender Opening Committee and will be kept in the custody of Chief Manager, OSTC till the date of opening of the same.

6.0 Earnest Money Deposit:

6.1 Each tender must be accompanied with an Earnest Money Deposit (EMD) in the form of a demand draft for Rs. 10,000 (Rupees Ten thousand only) drawn on any nationalised / scheduled Bank in favour of **The Oriental Insurance Company Ltd., A/c. Staff Training College payable at Faridabad only.** No other form 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 “to provide Services for maintenance & operation of Swimming Pool and Fountain at OSTC, Faridabad”** . 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.

Signature and Seal of Tenderer

- (b) Comply with the rules and regulations set forth by Govt. such as PF, ESI etc.
- 6.3** Return/refund of EMD to the unsuccessful/non-responsive Tenderer(s) will be made normally within 30 days after the successful award of work. No interest shall be payable on it under any circumstances.

7.0 Declaration and Details by tenderer:

- 7.1** A declaration for acceptance of all the terms and conditions of the contract must be submitted by the Tenderer as per the **Annexure – “II”**.(Compliance Report)
- 7.2.** Tenderer should also submit the agency profile and details as in the **Annexure – “III”**.

8.0 Validity and Evaluation:

- 8.1.** The Tenders shall be valid for a period of at least four months from the date of opening of the tender.
- 8.2.** Incomplete, conditional tenders and fax/e-mail/telegraphic tenders are liable to be rejected.
- 8.3.** Tenders are not transferable under any circumstances.
- 8.4** The bidders whose technical bids have been found apparently responsive as per documents and information furnished viz. a viz. criteria laid down in the Tender Document will be short listed.

In order to satisfy itself about the nature and quality of services rendered by the tenderer, OSTC may depute its Officer(s) or authorized representative to visit the institute/establishments mentioned by the bidder. Besides, OSTC may also arrange for verification of 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 OSTC 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 OSTC after its inspection/investigation/ verification is satisfied with regard to compliance of technical criteria as laid down in the Tender Document, will be declared as found responsive .

Signature and Seal of Tenderer

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

8.6. The lump sum amount per month should be quoted in figures as well as in words. In the event of any contradiction between the two, the lump sum amount per month quoted in words shall be considered for evaluation and same shall be binding upon the tenderer.

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

8.8OSTC will communicate the successful bidder by letter sent through **“Courier”/“Registered Post” 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 lumpsum amount per month which OSTC will pay 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 or the annulment of the award and forfeiture of EMD.

9.0 Acceptance of Tender:

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

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

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.

Signature and Seal of Tenderer

10.2 In case the services are not started on the stipulated date as indicated in the work order, OSTC reserves the right to cancel the work order and / or recover liquidated damage charges to the extent of the charges incurred by OSTC 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 OSTC 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.20,000/- (Rupees Twenty thousand only)** as security amount by a Demand Draft drawn in the favour of **The Oriental Insurance Co.Ltd. A/c. Staff Training College, payable at Faridabad** within 15 days from the date of receipt of work award letter. The EMD of the successful tenderer will also be merged with the security amount. This total security amount of **Rs.30,000 (Rs.Thirty thousand only)** will remain with OSTC 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 OSTC on whatsoever account subject to contractor submitting a **“No Dues” indemnity bond on non judicial stamp paper of requisite value duly notarised as per specimen enclosed in Annexure V.** The security amount will not bear any interest of whatsoever kind.

12.0 Signing of contract:

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

13.Relationship with Employees:

OSTC will debar parties from tendering having relatives working in **OSTC and/or The Oriental Insurance Company Limited** in any capacity. A non-relationship Certificate (**at Annexure – “IV”**) is required to be submitted.

Signature and Seal of Tenderer

NB: A person shall be deemed to be a relative of another if, (a) they are members of a Hindu undivided family; or (b) they are husband and wife, or (c) the one is related to the other in the following manner; father, mother (including step mother), son (including step son), son's son's son, son's son's wife, son's daughter, son's daughter's son, wife, daughter's daughter, daughter's daughter's husband, brother (including step brother), brother's wife, sister (including step sister), sister's husband.

14.Blacklisted/Prosecution of Bidders:

OSTC 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 (**as per Annexure VI**) is required to be submitted.

15. Licence for employing labour under Haryana Contract Labour & Abolition Act,1970:

Immediately after the award of work to the Contractor, he will apply for obtaining a certificate/license from the office of The Assistant Labour Commissioner (Central) Faridabad to employ workers at OSTC for providing maintenance and operation of Swimming Pool & Fountain and submit the relevant certificate within one month from the date of award of the work. Extension of time period and waiver of this certificate,if required, will be at the sole discretion of OSTC.

16. Registration of PF & ESI:

Immediately after the award of the work the Contractor has to obtain registration certificate of his firm from PF & ESI department within one month from the date of award of the work. Extension of time period for these registration if required will be at the sole discretion of OSTC.

17. The Contractor will be required to comply with the provisions of all relevant Acts, Notifications, Rules, Regulations and Guidelines etc., issued/ notified by Central Government /Haryana Government/Municipal Corporation Faridabad or any other Statutory Authority/Body, in force as on date or enacted/notified/implemented by any concerned authority during the period of contract. In case due to any violation by contractor of any provision of any Act, Notification, Rule, Regulation and Guideline etc. , if any penalty / fine /challan is imposed/ filed against OSTC, then OSTC will recover all such money from the contractor including expenses / damages which OSTC deems fit. Besides. OSTC may also terminate the contract and forfeit the security deposit lying with OSTC.

Signature and Seal of Tenderer

ANNEXURE- I

CHECK-LIST FOR DOCUMENTS PLACED IN TECHNICAL BID PART-I (UNPRICED) ENVELOPE. (See Condition No.3.3b of Section 2)

Please tick (✓)

Documents to be attached	Yes	No
1 a) Earnest Money Deposit (EMD) of Rs.10,000/-(Rs.Thirty thousand only) in the form of DD issued by any scheduled commercial bank in favour of The Oriental Insurance Co.Ltd., A/c.Staff Training College payable at Faridabad b) Demand Draft for Rs.500/- issued by any scheduled commercial bank in favour of The Oriental Insurance Co.Ltd. A/c. Staff Training College payable at Faridabad if the tender is downloaded from Company's website.		
2. Tenderer's self-attested copy of the PAN /TAN card issued by the Income Tax Department		
3. Self attested copy of Service Tax Registration No (if applicable)		
4. Documentary Proof of (1) at least three years experience of providing <u>operation and maintenance service of Swimming Pool</u> services to any one or more/same or different Institute of Govt./Semi Govt. / PSU / Banks / Club / college / school / Corporate establishments/ <u>organisation</u> of repute during last 5 years (2006/07,2007/08,2008/09,2009/10,& 2010/11) (attach certificates for atleast 3 years issued by the Organisation to whom the services provided. Please ensure that the period is stated very clearly) and (2) proof of at least one <u>operation and maintenance service of swimming pool</u> contract running on the date of the advertisement (attach certificates from the concerned Organisation to whom currently providing services clearly mentioning the period).		
5. Certificate regarding non relationship with OSTC/Oriental Insurance Co.Ltd., employees as per given draft at (Annexure-IV) in the tender document.		
6.Compliance Report as per given draft at (Annexure-II) in the Tender Document.		
7. Declaration in the form of affidavit that individual /firm/organization including its Partners/ Share holders/Directors were never blacklisted/prosecuted by any department/statutory authority in India or by any Court. (Annexure-VI)		
8. Tendering Agency's profile as per (Annexure III) .		

Signature and Seal of Tenderer

ANNEXURE- II
COMPLIANCE REPORT

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

Sub: Regarding tender to provide **Services for maintenance and operation of Swimming Pool and Fountain at OSTC, Faridabad"**

Dear Sir,

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

Certified that I/We have read over the tender document containing Section-I (Notice inviting Tender), Section-2 (Instructions to tenderes), Section-3 (General terms and conditions), scope of service (**Annexure A**), Deployment of Workers/Supervisor (**Annexure B**), Proposed set of Uniforms for deployed staff (**Annexure C**), Service Charges (**Annexure D**), Payment Terms and Conditions (**Annexure E**) and Financial Bid and have understood the contents.

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 _____

Date:

Name of the Tenders:-----

Address:-----

Signature and Seal of Tenderer

ANNEXURE- III

TENDERER AGENCY'S PROFILE

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

1.	Name, address of firm/Agency and Telephone numbers.	
2.	Registration No. of the Firm/Agency	
3	Name, Designation, Address & Tel. No. of Authorized person of firm / Agency to deal with	
4	Fax Number, E- Mail Mobile Number	
5	Please specify as to whether tenderer is sole proprietor /Partnership firm / company or any other establishment.	
6	Name, Address and Telephone No. of Heads/ partners etc. be specified	
7	PAN No. of the Firm issued by Income Tax Dept.	
8	Provident Fund Account No.	
9	ESI Number	
10	Details of Bid Security deposited: (a) Amount : (b) DD No. (c) Date of issue: (d) Name of issuing Bank:	
11	Name of the person if any to whom Authorization / Power of Attorney granted.	
12	Any other information	

Signature of the Tenderer with Seal

Signature and Seal of Tenderer

ANNEXURE- IV

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

I,S/oR/o

..... hereby certify that none of my relative (s) as mentioned in **Clause No. 13 of Instructions to Tenderers Section-II** of the tender document is/are employed in **Oriental Staff Training College/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 is false/ incorrect, Oriental Staff Training College / The Oriental Insurance Company Limited shall have the absolute right to take any action as deemed fit without any prior intimation to me.

Signature of the Tenderer with Seal.

Signature and Seal of Tenderer

ANNEXURE V

(Not to be submitted with Tender Document 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 notarised)

This deed of indemnity executed on _____ at

Faridabad by on behalf of (Name and address of the Service Provider) (herein referred to as the Service Provider) favouring Oriental Staff Training College

(herein referred to as the Chief Manager) having their office at Bata Mor, Mathura Road, Sector-11, Faridabad witness as follows:

- 1) The Service Provider had been working for the Chief Manager at Faridabad to provide **Services for maintenance and operation of Swimming Pool and Fountain at OSTC, Faridabad**"
- 2) The Service Provider has made a security deposit of Rs. _____ only) to provide **Services for maintenance & operation of Swimming Pool and Fountain at OSTC, Faridabad**" as provided under item No.1 above.
- 3) The Contract to provide **Services for maintenance and operation of Swimming Pool and Fountain at OSTC, Faridabad**" has been completed/ terminated by the Chief Manager/ Cancelled by the Chief Manager/ Service Provider w.e.f. _____.
- 4) The Service Provider has paid all dues of the workers engaged in providing **Services for maintenance and operation of Swimming Pool and Fountain at OSTC, Faridabad**" and has also paid all the bills of the materials purchased for the purpose of the above mentioned contract
- 5) The Service Provider having satisfied the Chief Manager that there are no outstanding dues of any sort and also that he has not caused any damage to the property of the Chief Manager and on the request of the Service Provider the
- 6) Chief Manager has agreed to refund the aforesaid security deposit of Rs. _____

Signature and Seal of Tenderer

7) 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 to provide **Services for maintenance and operation of Swimming Pool and Fountain at OSTC, Faridabad**" as provided under item No.1 or in the event of any damage, breakage or any other injury to the property of the Chief Manager caused by the service provider or his workers, the contractor shall, on being required by the Chief Manager, 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 Chief Manager 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 Chief Manager 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 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

Section - 3

General Terms and Conditions of Contract

1. THE SERVICES

1.1 Contractor shall provide **services** more particularly defined in **Annexure A** hereof [the “**Scope of Service**”] to OSTC under this Agreement in the manner and on the terms and conditions contained herein.

1.2 Contractor shall comply with the instructions provided by OSTC 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 OSTC and its decision as to the quality thereof shall be final and absolute.

1.3 Contractor and all persons engaged by Contractor shall abide by the applicable OSTC rules, guidelines, policies and procedures at all times during the performance of the services and the regulations issued by the various Government Authorities under whose jurisdiction this agreement will fall, from time to time.

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, OSTC shall pay to Contractor such cost and charges as described in **Annexure D** hereof [the “**Service Charges**”].

2.1 The lump sum monthly amount quoted by the contractor will include his Service charges /administrative charges besides wages not less than as prescribed under Minimum Wages Act 1948 (Act XI of 1948), Employers’ contribution toward PF under EPF Act 1952, Employers’ contribution toward ESI Scheme under ESI Act 1948, Payment of Bonus, under Payment of Bonus Act, 1965 and Rules, 1956 payment of compensation for overtime /weekly off/National holiday/any other holiday, as applicable and as amended from time to time and or any other rule framed there under from time to time by the Central Govt or State Govt and or any other Authority constituted by or under any law, for the category of persons deployed by the contractor. Service tax if

Signature and Seal of Tenderer

applicable shall be extra and borne by OSTC All statutory deductions such as TDS, surcharge, Education cess, Higher education cess will be deducted as applicable from time to time. Contractor during the term of this Agreement Contractor undertakes not to make any claim from OSTC regarding any additional costs, expenses of any kind except lump sum amount per month quoted by the contractor.

2.2 Contractor. shall raise the invoice/bill and OSTC agrees to pay such invoices/bills within 15 working days of receipt and acceptance of the invoice/bill.

2.3All 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 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 OSTC for the performance of the services to the satisfaction of OSTC.

c)It shall be responsible for its corporate and personal taxes if any, and shall indemnify and hold harmless OSTC for any liability in this connection.

d) It shall be responsible for ensuring that all persons engaged byContractorto provide services to OSTC shall hold at all times the necessary expertise and qualifications and shall abide by OSTC'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:

The Contractor shall obtain 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 OSTC as per **Condition No. 15** under **Instructions to Tenderers, Section-2 of Technical Tender**. He shall continue to have a valid license until the completion of work. The

Signature and Seal of Tenderer

Contractor shall also comply with the provisions of the **Child Labour (Prohibition and Regulation) Act 1986, Payment of Wages Act 1936, Minimum Wages Act 1948, Employees Liability Act 1938, Workmen's Compensation Act 1923, (Employees Compensation Act, 1923 and as amended by Act No.45 of 2009 (w.e.f. 18.01.2010), Industrial Dispute Act 1947, Maternity Benefits Act 1961, Payment of Bonus Act, 1965 with Rules 1956, Employees State Insurance Act, 1948, Provident Fund and Miscellaneous Provision Act, 1952 and Apprentices Act, 1961 or the modifications thereof or any other laws relating there to and the rules made there under from time to time.** The Contractor is fully responsible to observe the above laws as amended from time to time in regard to his employees and compensation and other benefits / risks in relation to employees to be engaged by him. The Contractor shall maintain all the statutory registers required under labour laws. The Contractor shall also produce these records on demand by OSTC authority. If he fails to do so, his failure will be a breach of the contract and OSTC may at its discretion cancel the contract without prejudice to any other action under the law and contract. The 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) OSTC 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 OSTC, after joint investigation by the OSTC and contractor, any claims arising there-from shall be recovered, settled and dealt with directly by contractor, who shall render all assistance and co-operation to the OSTC, if any inquiry is held thereon.

4. INDEPENDENT CONTRACTOR AND EMPLOYEES OF Contractor

4.1 Nothing herein shall be deemed to create any partnership, joint venture, agency between OSTC 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 OSTC and

Signature and Seal of Tenderer

the Contractor undertakes that it shall not undertake any obligation or liability in the name of or on behalf of OSTC 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 'B' (Deployment of workers)** by the Contractor for rendering the services, are employees of OSTC or engaged by OSTC. Contractor to render the services to OSTC 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 OSTC be liable for any payment or claim or compensation [including but not limited to compensation on account of injury, death, termination] and the Contractor shall keep OSTC indemnified against the same. In order to give effect to this, **the Contractor shall incorporate suitable clause in the appointment letters to be issued to its employees, a copy of which should be given to OSTC for perusal and record.**

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

4.4 In the event OSTC notifies that it is not satisfied with any of the persons, employees, workers, supervisors and the like, engaged by Contractor to render the services to OSTC, or if OSTC has reason/s to believe that a person/s engaged by Contractor to provide services to OSTC is/are not abiding by OSTC's rules, guidelines, policies and procedures, then Contractor shall, within 7 days, replace such person/s to the satisfaction of OSTC.

4.5 Contractor undertakes to keep and hold OSTC 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 OSTC or its employees, representatives or agents, shall be considered confidential by Contractor and Contractor shall take all

Signature and Seal of Tenderer

the necessary precautions, acceptable to OSTC, to keep the confidential information secret and confidential.

6. INSPECTION AND RIGHT TO AUDIT

6.1 Contractor shall upon receipt of a 2 days notice, allow OSTC, its management, auditors, regulators and/or agents, the opportunity of inspecting, examining, auditing and /or taking copies of the OSTC records with Contractor

6.2 Contractor will co-operate with the OSTC's internal or external auditors to assure a prompt and accurate audit of OSTC's record and data with Contractor and Contractor shall also co-operate in good faith and in the best of efforts basis with OSTC 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 OSTC's audit reports. Such audit/audit reports will be at the expense of OSTC.

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 Contractor hereby undertakes to keep and hold OSTC indemnified and harmless against all costs, expenses, claims, liabilities and proceedings, which may be caused to or suffered by OSTC or made or taken against OSTC, 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 Contractor hereby undertakes to indemnify OSTC in respect of all claims, damages, costs and expenses suffered or incurred by OSTC on account of any claims of the nature described in **Condition 4** asserted against OSTC by any member of Contractor engaged by Contractor to provide services under this agreement.

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

Signature and Seal of Tenderer

7.4 That Contractor- shall keep a security deposit of **Rs.30,000/-(Rupees thirty thousand only)** with the OSTC for the due performance and observance of the terms and conditions of the Contract. That the amount of security of **Rs.30,000 (Rupees thirty thousand only)** shall be refunded without any interest thereof to the contractor after the termination/completion/cancellation of the said contract. However, OSTC 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.30,000 (Rupees thirty thousand only)** 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 per Annexure V (Also refer clause No.11.0 of Section-II).**

8. SUB CONTRACTING

8.1 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 OSTC may assign or transfer its rights and obligations under this agreement to any entity which acquires all or substantially all of the OSTC’s operating assets or into which OSTC merged or reorganized pursuant to any merger or reorganization.

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

8.3 OSTC’s approval to such sub contract shall not create any relationship between OSTC 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

Signature and Seal of Tenderer

always keep and hold OSTC harmless and indemnified in respect of any damages, costs or expenses incurred or suffered by OSTC, which arises from any act or omission of sub contractor.

9. TERM AND TERMINATION

9.1(a) The duration of the contract for first term is for a period of 3 years from the date of commencement of work after award of work. Initially, contract may be awarded for one year. During this one year contractor will be paid lump sum amount per month quoted by him in the Financial Bid which will remain fixed during the first year of contract . **This lumpsum monthly amount quoted by the contractor will include his Service charges /administrative charges besides wages not less than as prescribed under Minimum Wages Act 1948 (Act XI OF 1948),Employers' contribution toward PF under EPF Act 1952, Employers' contribution towardESI Scheme under ESI Act 1948,Payment of Bonus, under Payment of Bonus Act, 1965 and Rules, 1956 payment of compensation for overtime /weekly off/National holiday/any other holiday, as applicable and as amended from time to time and or any other rule framed there under from time to time by the Central Govt or State Govt and or any other Authority constituted by or under any law, for the category of persons deployed by the contractor. Service tax if applicable shall be extra and borne by OSTC All statutory deductions such as TDS, surcharge, Education cess, Higher education cess will be deducted as applicable from time to time.**

The contract may be extended on the basis of satisfactory services to the satisfaction of OSTC for another one year with 10% increase in the price quoted in the Financial Bid. Renewal of the contract for 3rd year may be considered by OSTC on increased lump sum amount per month on mutual negotiation. However, if for any reason the lump sum amount per month for the third year is not mutually agreed upon, the Contract shall automatically be deemed as renewed on existing lump sum amount per month on month to month basis. In the event of the Contractor not fulfilling the conditions of such automatic extension the OSTC reserves its right to forfeit the **security deposit of Rs.30,000/- (Rupees Thirty thousand only)** placed with OSTC hereinafter mentioned. However, decision of the OSTC shall be final and binding on the contractor, in respect of such confiscation of the security of **Rs.30,000/-(Rupees thirty thousand only).**

Signature and Seal of Tenderer

9.1 (b).The contract can be renewed for a second term of 3 years at the discretion of OSTC on the terms, conditions, and lumpsum amount per month on mutual negotiation and consent.

9.2.That OSTC reserves the right to cancel or terminate this agreement by giving thirty days notice in writing without giving or assigning any reason(s) for doing so, and **in the event of the Contractor wishing to terminate this agreement, the Contractor shall have to give at least six months notice to OSTC in writing** and in either event, the Contractor shall hand over the peaceful and vacant possession of the space (accommodation) 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.

9.3Contractor further agrees, that in the event of the earlier termination by either parties to the contract or expiry of the agreement, it shall be obliged to continue providing the services on the same terms and conditions as provided in this agreement, till such time as OSTC is able to procure an alternative arrangement or provider for providing the services at the premises of OSTC or has agreed in writing to allow the contractor to discontinue earlier.. OSTC 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 Contractorwithin 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

10.1 All disputes or differences arising out of the terms of this contract or in the interpretation of any clause herein shall be settled by mutual discussion between the nominated authorities of the OSTC and the contractors or their authorized representatives. Chief Manager of OSTC will be the final authority in resolving such

Signature and Seal of Tenderer

disputes. In the event of non settlement of dispute or differences as stated above , the same shall be referred to sole arbitration by OSTC or an Arbitrator appointed by OSTC specifically for resolution of dispute/difference under this contract. No objection to any such appointment that the Arbitrator so appointed is a Government servant &/or officer of employer. The Arbitrator to whom the matter is originally referred on being transferred on vacating his office or being unable to act for any reason ,then the employer at the time of such transfer, vacation or inability to act shall appoint another person to act as Arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by the predecessor. The arbitration shall be conducted as per the provision of the “The Arbitration and Conciliation Act 1996” as amended up-to-date or any statutory modification or enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

10.2 This agreement shall be construed in accordance with the applicable laws of India.

The venue of the arbitration proceedings shall be Faridabad and the arbitration proceedings shall be conducted in English.

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 OSTC shall be forfeited without any claim whatsoever on OSTC 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, OSTC shall have the option of terminating the contract without compensation to the legal or other heirs of the Contractor.

13. MISCELLANEOUS

13. 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 OSTC'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 OSTC assign this agreement.
- 14.(a)** OSTC shall accept no liability explicit or implicit for, nor any financial or other consequences arising from, sickness, injury, damages or death of the personnel of the Contractor, of the staff members or of any sub-Contractor or agent or of any person performing on their behalf any work under the present contract, including the time spent in travel, nor for any damages which may arise by reason of the neglect or default of any of them.
- b)** For the purposes of this contract, the term third party shall be "inter-alia" officials of OSTC and its agents and officials, as well as any person or entity employed the Contractor or engaged for the Contractor, in order to perform services for, or supplying goods to the Contractor in connection with the implementation of the present contract.

15. INSURANCE:

The contractor will take Workmen Compensation Insurance Policy for his workers. The policy is to be taken in the joint name of The Oriental Insurance Co. Ltd., and the Contractor from any nationalized Insurance Company except The Oriental Insurance Co.ltd. The cost of Workmen Compensation Insurance Policy (Employees Compensation Policy) will be reimbursed by OSTC to the contractor on production of premium paid receipt. The cost for mediclaim policy will be borne by the Contractor.

- 16.** That the Contractor shall maintain proper records about the attendance of their staff in the prescribed format as given in the Contract Labour (Regulation and Abolition) Act, 1970 along with contract labour (Regulation and Abolition Rules, 1971. relevant Act and would ensure that full staff strength is maintained. If due to any exigency if any worker is absent the Contractor should take immediate steps to provide its substitute. He should not depute the existing worker 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

Signature and Seal of Tenderer

OSTC will not pay any extra amount for any overtime or similar exigencies under any case in addition to lumpsum 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 Workers as per the relevant statute. If the contractor calls any 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 OSTC will not pay any extra amount for work on weekly off in addition to lumpsum amount quoted by the contractor.

17. Payment of bills for maintenance and running of swimming pool and fountain will be made on monthly basis provided that the Services provided were/are satisfactory during the month and subject to deduction as per Penalty Clause (Clause No.26) mentioned herein after. The monthly bill payment will be made provided the Contractor submits the attested photocopies of documents as per **Annexure-E-Payment terms and conditions.**
- a).Attendance sheet of the employees of the month on the format prescribed in the Contract Labour (Regulation and Abolition Act, 1970) Act No.37 of 1970 alongwith Contract Labour (Regulation and Abolition)Rules,1971.
 - b).Salary sheet of the month showing receipt of the wages on the format prescribed in the Contract Labour (Regulation and Abolition Act, 1970) Act No.37 of 1970 alongwith Contract Labour (Regulation and Abolition)Rules,1971.
 - c)..Deposit Challan of previous month showing the individual figure of deposit of contribution of provident fund of employees and employer, with the appropriate authority.
 - d).Deposit Challan of previous month showing the individual figure of deposit of contribution of ESI of employees and employer, with the appropriate authority.
 - e).Bonus paid to the employees at the end of the year (Receipts of Bonus paid to individual employee in the presence of OSTC Officials)..
 - f) Deposit of contribution of provident fund and contribution of ESI of employees and employer should be with a challan separately for OSTC. It should not contain the contribution of PF and ESI of employees of other organizations being serviced by the Contractor.
 - g) 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 .
18. The Contractor will deduct ESI contribution and Provident fund contribution of the employees from the minimum wages of the workers at the rate as applicable from

Signature and Seal of Tenderer

time to time and deposit the same with the appropriate authorities alongwith 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 OSTC.
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 and hand over the same to the worker with a Photostat copy to OSTC.
- 21..That the Contractor will be liable to get the Provident fund refunded from the Provident Fund Commissioner of the Worker, if terminated, dies or leaves the job.
- 22.That the contractor himself shall visit the premises at least once a week and whenever needed and contact the person authorized by the OSTC to look into Gardening matters. Any deficiencies in the services should be rectified immediately when pointed out by such authorized person.
- 23.It will be the responsibility of the contractor to store the materials purchased by him given by OSTC in a proper manner in the space provided by the OSTC. 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 are paid within the stipulated time period as provided under relevant statue in force within State of Haryana. Contractor will not link the payment of wages to the Workers with settlement of his bills by the OSTC. The Contractor has to first pay the wages to the Workers and then put up his bill for reimbursement.

25. SPECIAL CONDITIONS

- I. That the Contractor shall strictly observe the Instructions / Rules of Municipal Corporation, Faridabad for _swimming pool byelaws The Contractor shall ensure that the norms and or guidelines laid down by the OSTC are in conformity with the Municipal Corporation, Faridabad or Police bylaws for the swimming pool and are followed.
- II. It is the responsibility of the contractor to obtain NOC/ License from various departments to operate the Swimming Pool
- III. The Contractor will permit use of swimming pool by the trainee officers only. The Contractor will not allow, under any circumstances, any of their employee's friend or relatives to use the swimming pool without prior permission of OSTC_
- IV. The Contractor shall be responsible for mishap, if any, occurring during the entire period of contract. Contractor will ensure that First Aid oxygen is in working order and ready in case of accident or emergency at the pool.

Signature and Seal of Tenderer

- V. The Contractor shall adopt all safety measures and in case of any negligence on the part of the Contractor, the Contractor only shall be responsible for accident and payment of compensation for accident and payment of compensation and / or damages if any are required to be paid. From the point of health the Contractor will be answerable to the local authority at Faridabad
- VI. In case, for whatever reason, the authorized lifeguard is unable to be present for any one day, it is the responsibility of the Contractor to make appropriate substitution with suitably qualified persons for that day and with prior notice to and approval of the college authorities.
- VII. **The Contractor will be liable, responsible and answerable for any court of law for any injury/accident of swimmers and also** for own employed staff working and supervising the swimming pool.
- VIII. The Contractor will be bound to pay the compensation in case of accident including the criminal liability for any negligent act in the court of law.
- IX. The Contractor should check the deck area and floor of the swimming pool and the sanitary arrangements regularly and rectify whatever is needed for the safety of the officers

PENALTY CLAUSE

OSTC 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 17 of Section-2, or due to any of the following reasons:

- I. If there is any loss or damage to the fittings, fixtures and equipments and/or any other property of the Company caused by negligence or misconduct or the negligence and/or misconduct of their employees, then contractor shall be responsible to compensate the Company to the extent of such loss or damage.
- II. If the Contractor's employee 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 worker shall not be allowed to enter the complex in future.
- III. .If the Contractor's employee is found sleeping during duty hours, a penalty of Rs. 500/- per instance per person shall be deducted from the bill of the Contractor.
- IV. If Contractor's employee 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.

Signature and Seal of Tenderer

- V. If the behaviour of the Contractor's employee is found harsh/rude and non-cooperative towards Officers/employees of OSTC and others, a penalty of Rs. 500/- per instance per person shall be deducted from the contractor's bill.
- VI. If any Contractor's employee 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.
- VII. If the contractor is unable to provide the desired number of personnel without any valid and convincing ground then besides deduction of wages suitable penalty may be imposed and amount will be recovered from his monthly bill.
- VIII. In case of any complaint about services, and if immediate remedial measures as per our satisfaction 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.
- IX. In case qualified life guard/ or his substitute is not present for any day/session, the pool will not be allowed to function for that day/session and a sum of Rs.1500/- will be deducted from payment to Contractor by OSTC

The decision of the Chief Manager with regard to imposition of any of the above penalty in this regard shall be final.

27. NOTICE

Any notice or notification in connection with this agreement shall be in writing, delivered either personally, register post acknowledgement due or speed post and any notice or other written communication pursuant hereto shall be addressed to OSTC or Contractor at their respective addresses mentioned in the contract.

ANNEXURE –A
“SCOPE OF SERVICE”

1. Contractors will be fully responsible for everything in relation to operation and maintenance of swimming pool and fountain including cost of material (chemicals, chlorine etc.)required from time to time.

2. All equipments required for functioning of the swimming pool shall be provided by OSTC, however, contractor will be responsible for safe custody and working of equipments.

3. The Contractor shall be responsible for maintenance of the swimming pool as per Byelaws of Haryana Govt and Police Authority.

4. The workers so appointed by the Contractor will do the following duties:

- I. Meet the health requirements of the each bather.
- II. Maintain sanitation in bathhouse./change room.
- III. Test the water before each session.
- IV. Ensure the blend of chemical/chlorine etc. added in the Swimming pool water to be as per Health Trade License standards
- V. In case of any loss of health due to poor sanitation or water treatment the contractor shall be held responsible.

5. Life guard shall perform following functions:

- I. To prevent unauthorized use of swimming pool by any person other than trainee officers visiting OSTC unless allowed by OSTC.
- II. To pay attention to any security related matter.
- III. To not allow diving.
- IV. To not allow under-water swimming.
- V. To introduce the pool to officers.
- VI. To ensure fitness of officers
- VII. To provide safety to officers and keep safety equipments always in order to be used.

6. Work of maintenance of swimming pool shall include

- I. Mixing of chemicals / chlorine which will be supplied by contractor at his cost.
- II. General cleaning, floor brooming, cleaning changing rooms, bathrooms & toilet block, pump room, storeroom, surrounding area etc.
- III. The contractor shall arrange all consumables and chemicals as and when required at his cost.

Other functions of Contractor includes:

1. To carry out the vacuum cleaning to clear the bottom of pool and keep it free from all dust particles as and when required.

Signature and Seal of Tenderer

2. To ensure back washing the filter to keep the high reading of pressure gauge maintained on the filter at the required level
3. To ensure rinsing of filter sand to be done in each operation and then back washing to keep the filter media free from all dirt
4. To treat swimming pool water suitably with chemicals. **Bleaching Powder not to be used.**
5. To keep the chlorine level and PH level of water at normal position.
6. To check all the electrical systems, recirculation pump, washer ball, valves etc. completely during every operation.
7. To check underwater lights and their transformers periodically to keep them working.
8. To check every day chlorine PH levels.
9. To clean water line of tiles.
10. To clean vacuum pool floor, if needed.
11. To check and maintain filter gauges.
12. To check overflow channel and clean if required.
13. To clean the tiles around the pool.
14. To check and clean all other things essential for maintenance and operation of swimming pool and fountain.
15. To operate and maintain fountain as per timings specified by OSTC
16. To clean the area surrounding the fountain head
17. To perform any other function not specified above with regard to proper upkeep running and maintenance of Swimming pool and fountain
18. Chemicals such as chlorine powder, Alum etc. and any other items that are used for the maintenance purpose will be purchased by the Contractor and the Company will not pay any amount for such items.
19. To ensure that water quality in the pool shall be as per standards issued by the Bureau of Indian Standards (BIS). The Contractors shall test the quality of water periodically as per the standards and maintain a proper record of this. The Contractor shall also maintain water testing kit at the site.
20. To ensure that tubes and swim suites provided by OSTC are returned / deposited after the termination or expiry of this contract to the company.
21. To ensure that life guard is qualified as per Govt Regulations
22. To ensure that all the employees of the contractor shall be issued Identity Cards bearing their photographs .
23. To provide uniform as per Annexure C and ensure that the uniform is clean and well maintained.
24. That the Contractors will be responsible for all the expenses incurred by the swimmer (s) if he (they) suffers (suffer) any disease/infection/injuries on account of non-standard chemicals used by the Contractor for maintaining the swimming pool.
25. To ensure that officers wear Swimming costumes while swimming.
26. To ensure that those who do not know swimming are not allowed to enter the pool.
27. To ensure that Life Guard is expert in saving the life in case of emergency.
28. To ensure that all safety devices are available at swimming pool at all times and no one enters the pool without using them.
29. Repair of filtration plant, suction pump etc. will be the responsibility of the contractor. Cost for repairs will be borne by OSTC.
30. To ensure that Fountain is operated as per timing instructed by OSTC.
31. To ensure that lights of swimming pool and fountain are working condition. Cost for repair/replacement will be borne by OSTC.

Signature and Seal of Tenderer

“DEPLOYMENT OF WORKERS

ANNEXURE-B

The Contractor shall be responsible for up keep, cleaning, running and maintenance of Swimming Pool and Fountain at OSTC. The contractor will maintain and operate the swimming pool plant and fountain as per time schedule and when not in use the contractor will keep the swimming pool and fountain clean. The Contractors shall employ under mentioned employees for rendering satisfactory services on all days.

1). For Maintenance and operation of Swimming Pool and Fountain (April to October)

- 1. Qualified Life Guard for life saving ----- One
- 2. Experienced/trained person to operate swimming pool plant/Fountain ----- One
- 3. Un-skilled attendant (for Cleaning Swimming Pool and fountain)----- One

2) For cleaning of Swimming Pool and Operation and maintenance of Fountain.(November to March).

- 1. Experienced/trained person, One.**

The life guard should have necessary certificate from Competent Authority to work as life guard with at least 2 years experience including knowledge of First Aid of Artificial respiration according to requirement of MCF Municipal swimming pool/byelaw, notified vide notification by Haryana Govt

The other workers should have worked for at least two years carrying out maintenance and operation of Swimming Pool. Besides experience, the workers should be well versed in speaking and reading Hindi.

TIMINGS (For operation of Swimming Pool)

On Working days:- 6.00 AM to 9.00 AM and 6.00 PM to 9.00 PM

On Saturdays, Sundays & Holidays:- 6.00 am to 10.00 AM and 5.00 PM. To 9.00 PM

For Operation of Fountain 8.00 AM to 9.00 AM and 1.00 PM to 2.00PM
(on all week days) and 6.00 PM to 10.00PM.

Note: Days /Timings can be altered at the discretion of OSTC.

Swimming Pool – Ordinarily the swimming pool will be operational during April to October but the period of its operations can be increased /decreased /amended every year at the discretion of OSTC depending upon weather conditions or any other factor. When not in operation the contractor will be required to keep the swimming pool and area around it clean

Fountain - The Fountain will be operational during the entire year.

Signature and Seal of Tenderer

ANNEXURE-C

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

The Life guard and workers deployed by the Contractor shall be provided with uniform at the cost of Contractor as per the design and colour to be decided by OSTC

The cost of the above uniform shall be limited to a minimum of Rs. 2000/- per year per person.

ANNEXURE-D

“SERVICE CHARGES”

[COST OF SERVICES]

.....Contractor.....

- 1. The contractor will be paid by OSTC lump sum monthly amount which will include his Service charges /administrative charges besides wages not less than as prescribed under Minimum Wages Act 1948 (Act XI OF 1948),Employers’ contribution toward PF under EPF Act 1952, Employers’ contribution toward ESI Scheme under ESI Act 1948,Payment of Bonus, under Payment of Bonus Act, 1965 with Rules, 1956 payment of compensation for overtime /weekly off/National holiday/any other holiday, as applicable and as amended from time to time and or any other rule framed there under from time to time by the Central Govt or State Govt and or any other Authority constituted by or under any law, for the category of persons deployed by the contractor.Service tax if applicable shall be extra and borne by OSTC All statutory deductions such as TDS, surcharge, Education cess, Higher education cess will be deducted as applicable from time to time. OSTC holds no liability to increase the lumpsum amount per month after their acceptance due to any reason whatsoever during the first year of the contract period. Nothing will be paid by OSTC in addition to amount per month quoted by the bidder in the Financial Bid under any circumstances.**
- 2. The lump sum monthly amount as service charges and reimbursement of emoluments each month are exclusive of the cost of annual Workmen’s Compensation Insurance Policy (Employees Compensation Policy), to be purchased by the contractor in the joint names of The Oriental Insurance Co.Ltd., and the Contractor. This cost will be reimbursed by OSTC on actual basis on production of the premium receipt by the contractor. The W.C. Policy should be taken from any Nationalized Insurance Company except The Oriental Insurance Co.Ltd.**
- 3. The above Workmen Compensation Policy (Employees Compensation Policy) will be obtained by the contractor and it will be the duty of contractor to see that policy so obtained is renewed timely throughout**

Signature and Seal of Tenderer

the entire period of contract. If any damages occurs due to non renewal of the policy by the contractor then the contractor will bear the cost.

4. It would be preferable if the salary and benefits payable to employees is arranged through the bank at Faridabad where OSTC has its account. If paid in cash then it is mandatory to be disbursed in the presence of designated OSTC officials. 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 .

ANNEXURE-E

“PAYMENT TERMS AND CONDITIONS”

BILLING PROCESS AND DOCUMENTS

S.N.	REQUIREMENT	TIMELINE	INFORMATION REQUIRED	SUPPORT DOCUMENTS
1.	<p>Bill for lumpsum amount per month quoted and agreed by the contractor.</p> <p>(i) For the first year of contract as lump sum amount quoted by the contractor in the Financial Bid</p> <p>(ii) For the second year of contract with 10% increase on the first year lump sum amount per month.</p> <p>(iii) For the third year of contract ,lump sum amount per month as agreed by the contractor</p>	<p>To be raised every month.</p>	<p>Following information is required in the bill</p> <p>a) Bill No./date clearly written</p> <p>b)Service-tax registration number [no service tax will be payable incase the invoice does not carry the service tax number]</p> <p>c)PAN/TAN Number.</p>	<p>a. Photocopy of the attendance register of the month duly endorsed by the Contractor/Supervisor on the format as provided by the Haryana Contract Labour and Abolition Act, 1970..</p> <p>b. Salary receipt sheet of that month on the format as provided by Haryana Contract Labour and Abolition Act, 1970 bearing the signatures of OSTC officials in confirmation of disbursement of salary in their presence and duly endorsed by the Contractor/Supervisor.</p> <p>c. Photocopy of challan of previous month EPF and ESI duly deposited with the appropriate authority (Employers and Employees contribution) alongwith list duly received by EPF and ESI department of the workers bearing PF/ESI number, their individual amount of PF/ESI deposited (Employers and Employees). The challan</p>

Signature and Seal of Tenderer

				<p>should not include the PF/ESI deposit of the other firms of the contractor.</p> <p>(d) If payment made by cheque, then a copy of Bank account statement of previous month showing credit of wages/benefits in favour of workmen should be submitted every month with the bill</p> <p>(e) Any other document as required by OSTC.</p>
--	--	--	--	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

PAYMENT CRITERIA

S.N	PAYMENT MODE	PAYMENT AGAINST	TIMELINE	DEDUCTIONS
1.	By Electronic Mode	Bill raised for payment given as above.	Within 15 days From receipt of bill.	Deductions, if any, will be made as per clause 26 of Section 3

Signature and Seal of Tenderer