

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



**TENDER DOCUMENT**

**FOR PROVIDING**

**“ELECTRICAL MAINTENANCE SERVICES  
ON CONTRACTUAL BASIS”**

**AT**

**ORIENTAL STAFF TRAINING COLLEGE  
FARIDABAD**

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

**(Please Check that number of pages are 39)**

Signature and Seal of Tenderer

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

**PART –I TECHNICAL BID**

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## Section 1

### NOTICE INVITING TENDER

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

Chief Manager, Oriental Staff Training College (OSTC), invites sealed tenders in the prescribed format under two bid system - **Technical Bid (Part-I) & Financial Bid (Part-II)** - from the **Delhi / NCR based** full time Electrical Contractor / Service Providers possessing valid registration and license under the relevant statutes including the ESI Act 1948 and EPF Act 1952, for providing Electrical Maintenance Services in the College.

The Tenderer / Bidder should qualify the eligibility criteria as stated in Section 2 of the tender document. Otherwise the bid shall be rejected.

The tender document can be obtained from the office of The Manager, Oriental Staff Training College, Sector-11, Mathura Road, Faridabad by submitting a written request against non refundable amount in **cash / submission of a Demand Draft of Rs. 1180/- (Rupees One Thousand One Hundred & Eighty only) towards cost of Tender Document including GST** drawn on any Scheduled Bank in favor of **“The Oriental Insurance Company Limited” payable at Faridabad** during **all working days (Monday to Friday) between 10.00 AM to 3:30 PM from 04.12.2018 to 26.12.2018**. The tender document can also be downloaded from Company’s website [www.orientalinsurance.org.in](http://www.orientalinsurance.org.in). In case, the tender document is downloaded from Company website, the tender fee of Rs.1180/- (non refundable) should be paid through a separate demand draft drawn on any Scheduled bank favoring **“The Oriental Insurance Company Limited” payable at Faridabad** which must be enclosed with the **Technical Bid (Part – I)**. **The tenders for which Tender Fee is not paid shall be summarily rejected.**

Each tender must be accompanied with an **Earnest Money Deposit (EMD)** in the form of a demand draft **for Rs.50,000/- (Rupees Fifty thousand only)** drawn on any

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scheduled Bank in favor of **The Oriental Insurance Company Ltd. payable at Faridabad only**. No other form of payment will be accepted for submission of EMD. The said demand draft towards the earnest money must be attached with the **Technical Bid (Part-I)**. **At the back of the demand draft, the name of the Tenderer should be clearly written with the caption "EMD for Providing Electrical Maintenance Services on contractual basis at OSTC, Faridabad"**. Tenders submitted without EMD shall not be evaluated or considered.

The tender (containing separate sealed envelopes for **Technical Bid Part –I un-priced & Financial Bid Part – II**) should be submitted in a **third sealed envelope** marked on top "**Tender for Providing Electrical Maintenance Services at OSTC, Faridabad**" with the name, address and telephone number of the Tenderer at the bottom of the cover on the left. The complete sealed tender addressed to The Chief Manager, Oriental Staff Training College, Sector-11, Faridabad should be dropped in the locked tender box available at the reception on ground floor at OSTC, Faridabad till 3.00 PM up to 27.12.2018. OSTC shall not be responsible if the Tenders are delivered elsewhere or are not delivered on time due to postal or any other delays.

Tenders are not transferable under any circumstances. OSTC reserves the rights to accept, reject any or all Tenders without assigning any reasons thereof.

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

**Important information for tenderers:**

i)	Issue / Sale of tender document	:	04.12.2018 to 26.12.2018
ii)	Tender document Fee (Non-refundable)	:	Rs.1180 /- (Rs. One Thousand One Hundred & eighty only) including GST
iii)	Date & Time of Pre-bid conference	:	19.12.2018 at 11.00 AM
iv)	Last date & time for submission of tender	:	27.12.2018 up to 3.00 PM
v)	Date & time of opening of Technical Bids	:	27.12.2018 at 3.30 PM
vi)	Date & time of opening of Financial Bids	:	Will be intimated to the Technically qualifying bidders at a later date
vii)	Earnest Money Deposit (EMD)	:	Through Demand Draft Rs.50,000/- (Rs.Fifty thousand only)

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

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## Section - 2

### Eligibility Criteria

1. The Tenderers should be based at Delhi / NCR and operating their business in Delhi / NCR.
2. The Tenderers should possess valid Provident Fund Registration Number under EPF Act 1952 with PF Deptt in Delhi / NCR.
3. The Tenderers should possess valid ESI Registration Number under ESI Act 1948 with ESI Authorities in Delhi / NCR.
4. The Tenderers should have experience of **last three out of previous four financial years** (2014-15, 2015-16, 2016-17 & 2017-18) of rendering similar services of Repair & Maintenance of Electrical Installations / Equipments to Training College / Institute of any Bank / Insurance Company / Educational Institute like College, University or any other setup of PSU / Central or State Government / Autonomous Institute / Corporate establishment / organization etc. of repute.
5. The Service Provider / Contractor should have minimum average annual turnover for **the last three out of previous four financial years** (2014-15, 2015-16, 2016-17 & 2017-18) of Rs.5.00 lac.
6. The tenders (directly or indirectly) from any Service Provider / Contractor whose services have not been found satisfactory by OSTC authorities earlier shall not be entertained.
7. The tenders from Bidders whose Technical Bid(s) were earlier rejected by OSTC on account of fake supporting documents etc. shall not be entertained.
8. 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 to Tenderers

**(The Tenderer / bidder must go through the complete Tender Document – Technical Bid and Financial bid including Terms and Conditions and Annexures there to and understand his / their responsibilities and obligations there under)**

1. The Tenderer must be based in Delhi / NCR and operating their business in Delhi / NCR and must qualify the eligibility criteria as per Section 2 of the tender. The tenders not fulfilling this condition shall be summarily rejected.
2. Before tendering, the tenderer may visit the site where intended services are to be provided and satisfy himself / themselves as to the conditions prevalent at the site. No claim on this account shall be entertained by the OSTC under any circumstances subsequently.
3. Each bidder shall submit only one tender either by himself or as a partner in joint venture or as a member of consortium. If a bidder or if any of the partners in a joint venture or any one of the members of the consortium participate in more than one bid, their bids are liable to be rejected.
4. All the information as required in the tender document should be filled up in the relevant part and no column should be left unfilled. An incomplete tender document or tender document submitted without tender fee (if applicable) and earnest money deposit (EMD) will be summarily rejected.
5. The tender must be submitted in two bids system - (Technical Bid- unpriced & Financial Bid- priced).
6. **The Technical Bid (Part – I un-priced)** envelope must have all the essential documents including necessary Demand Draft(s) on any Scheduled bank in favor of “The Oriental Insurance Company Ltd”, payable at Faridabad, failing which the tender will be deemed as non-responsive and disqualified for bidding process. The list of documents to be attached with Technical Bid is mentioned in Annexure-I (**Checklist for documents**). The Tenderer must attach all the documents as per Annexure I, failing which his tender will be rejected.

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7. **Financial Bid envelope (Part – II priced)**- should be sealed with wax / tape and consist of only the Financial Bid (Part-II) of tender document showing % age of monthly Administrative / Service Charges quoted for the Electrical maintenance services to be rendered to OSTC as per details in Annexure VII titled “Scope of Service” & duties and obligations under the tender document..
8. The tender (containing separate sealed envelopes for **Technical Bid (Part –I) & Financial Bid (Part–II)**) should be submitted in a **third sealed envelope** marked on top "**Tender for Providing Electrical Maintenance Service on Contractual Basis at OSTC Faridabad** " with the name, address and telephone number of the Tenderer at the bottom of the cover on the left. The complete sealed tender addressed to The Chief Manager, Oriental Staff Training College, Sector-11, Faridabad should be dropped in the locked tender box available at the reception on ground floor at OSTC, Faridabad till 3.00PM **up to 27.12.2018 OSTC shall not be responsible if the Tenders are delivered elsewhere or are not delivered on time.**
9. All overwriting / corrections should be duly signed by the tenderer.
10. Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will result in the rejection of bid.
11. Bids must be dropped in the locked tender box in OSTC, Faridabad at the address specified above but not later than the date and time stipulated in the Notice Inviting Tender. The OSTC may, at its discretion, extend the deadline for submission of bids in which case all rights and obligations of the OSTC and the Bidder will be the same.
12. Any bid received by OSTC after the deadline for submission of bids, as stipulated above, shall not be considered.
13. Tenderer signing the tender must clearly specify whether he is signing as sole proprietor, partner, under power of attorney or as Director / Manager / Secretary etc., as the case may be.

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14. Initially, the contract will be awarded for one year, which may be extended on the basis of satisfactory services to the satisfaction of OSTC for second and third year on the original rates, terms and conditions. The contract may be extended for any further period on the same terms & conditions subject to revised rates of service charges as mutually agreed to.
15. OSTC may at its discretion, amend / modify the tender and / or extend the deadline for submission of tenders at any time prior to the last date for submission of Tenders. OSTC may for any reason, whether at its own initiative or as a consequence of Pre-Bid conference in response to a clarification requested by a prospective Tenderer, may modify the Tender document by amendment and information thereof will be uploaded on Company's website [www.orientalinsurance.org.in](http://www.orientalinsurance.org.in) only and shall be binding on all concerned. **All information with regard to the development / status in respect of this tender, till the entire process is completed will be uploaded on company's website.**
16. **The amendments in the tender document, extension of time etc., if any, shall be uploaded only on website of the Company and those amendments will be binding upon all concerned.**
17. OSTC reserves the right to accept or reject any or all the tenders without giving any notice or assigning any reason and shall not be bound to accept the lowest tender. The decision of OSTC authorities in this regard shall be final and binding on all.
18. The Contractor / Service Provider shall not employ any person below the age of 18 years. The Contractor / Service Provider shall indemnify the OSTC & its representative(s) from and against all claims and penalties which may be suffered by the OSTC by reason of any default on the part of the Contractor / Service Provider to observe and / or in compliance of the provisions of Child Labor (Prohibition & Regulation) Act, 1986 OR any re-enactment or modification of any law / statutes applicable for the same.
19. The Technical Bids (Part – I) shall be opened **on 27.12.2018 at 3:30 PM** in the office of Oriental Staff Training College, Faridabad in the presence of Tenderers or their authorized representative(s) who wish to be present. The Financial Bids (Part – II) 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  
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opening committee (TOC) of OSTC shall open the properly sealed tenders only. Unsealed or improperly sealed tenders are liable to be rejected. Conditional bids will also be summarily rejected.

20. In case the last date of receipt / opening of tender, date of Pre-bid conference is declared a holiday the same shall be extended to the next following working day. The time and venue will remain the same.
21. All the **Financial Bids (Part – II)** of Tenderers whose **Technical Bids (Part – I)** have been opened, will be sealed in one envelope acknowledged by Tender Opening Committee and will be kept in the custody of The Chief Manager, OSTC till the date of opening of the same.
22. The Tendering process shall be valid for a period of at least six months (180 days) from the date of opening of the tender. If the tenderer withdraws / amends / impairs / derogates from the tender in any respect during this period of validity of the offer, the EMD is liable to be forfeited. Incomplete, conditional tenders and fax / e-mail / telegraphic tenders are liable to be rejected. The bidders whose technical bids have been found apparently responsive as per documents and information furnished vis. a vis. criteria laid down in the Tender Document will be short listed for further consideration.
23. In order to satisfy itself about the nature and quality of services rendered by the tenderer, OSTC may depute its Officer(s) or authorized representative to visit the institute / establishments mentioned by the bidder. Besides, OSTC may also arrange for verification of any document / testimonial submitted by bidder in support & compliance of technical criteria as laid down in the tender document. It will be mandatory for the bidder to extend full cooperation to OSTC so that necessary verification is completed without any delay. In case the bidder fails to cooperate or where after verification it is revealed that bidder does not meet with the criteria as laid down in the Tender Document, then his bid would be considered as non- responsive and their financial bids will not be processed further and **EMD will be forfeited**.
24. The Technical Bids of those bidders, where OSTC after its scrutiny / inspection / investigation / verification is satisfied with regard to compliance of technical

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criteria as laid down in the Tender Document, will be declared as found responsive .

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

26. OSTC will award the contract to the successful evaluated bidder whose bid has been found to be responsive and lowest as per terms and conditions incorporated in this tender document.

27. OSTC will communicate the successful bidder by letter sent through **Courier / Registered Post / e-mail** that his bid has been accepted. This letter of award of work shall prescribe the variable and fixed monthly charges which OSTC will pay to the Service Provider / Contractor in consideration of the services by the Service Provider/contractor as mentioned in the tender document.

28. The Service Provider / Contractor will be required to keep a Security Deposit of Rs.1,50,000/-- (Rupees One lac fifty thousand only). The successful bidder will be required to deposit Rs.1,00,000/-(Rupees One lakh only) within 15 days of award of work and Earnest Money of Rs.50,000/- deposited with the technical bid will be merged with this amount. **This total security amount of Rs.1,50,000/- (Rupees One lac fifty thousand only) will remain with OSTC throughout the period of contract.** This security amount will be refunded to the contractor within 60 days of completion of the contract subject to:

(i) Satisfactory Performance of the Contract.

(ii) Deducting any dues payable to OSTC on whatsoever account.

(iii) Any deduction due on account of Contractors / Service Providers obligation under the contract and also subject to such deductions as may be necessary for making of OSTC's claim(s) against the Contractor / Service Provider.

(iv) This Security deposit will not bear any interest of whatsoever kind.

29. The Service Provider / Contractor will be required to submit a **"No Dues" indemnity bond on non judicial stamp paper of requisite value duly**

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**notarized** (as per specimen enclosed in Annexure- V) after completion / termination of contract to claim refund of Security deposit amount.

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

31.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.

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## Section- 4

### Terms & Conditions

1. The Contractor / Service Provider shall provide services related to servicing / maintenance of all electrical equipments & related work as listed out in Annexure -VII titled 'Scope of Services' & elsewhere in the Tender Document.
2. The Contractor / Service provider shall ensure deployment of Two Supervisor/ Head Electricians and Six Electrician / DG Set operators and shall ensure compliance of all the Terms & Conditions of the Tender Document in this regard.
3. The Contractor / Service provider will arrange proper uniform & shoes for the Supervisor and Workers as per Annexure- IX of the Tender Document.
4. In consideration of the services to be provided by the Service Provider / Contractor and performance of the Contract, OSTC shall pay service charges to the Service Provider / Contractor as per Annexure – X 'Service Charges' and Annexure XI – 'Billing Process and Documents' of the Tender Document.
5. The fixed %age of monthly charges quoted in the Financial Bid shall be binding on the Contractor / Service Provider throughout the contract period three years. Initially, the contract will be awarded for one year, which may be extended on the basis of satisfactory services to the satisfaction of OSTC for second and third year on the original rates, terms and conditions. The contract may be extended for any further period on the same terms & conditions subject to revised rates of service charges as mutually agreed to.

#### 6. PENALTIES:

- (i) If the standard of services, as mentioned in the tender document, are not maintained to the satisfaction of OSTC authorities, appropriate penalty will be imposed and amount thereof will be deducted from the monthly bill and / or Security deposit.
- (ii) The electrical items / equipments shall be promptly repaired and reinstated within 48 hours of reporting of the complaint. Delay in this regard due to any reasons whatsoever shall attract penalty as deemed fit by OSTC.
- (iii) Any loss or damage to any equipment under repair or implements supplied to the Contractor / Service Provider shall be made good by the Contractor / Service Provider.

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7. The Service Provider / Contractor will be required to keep a Security Deposit of Rs.1,50,000/- (Rupees One lac fifty thousand only). The successful bidder will be required to deposit Rs.1,00,000/- (Rupees One lac only) within 15 days of award of work and Earnest Money of Rs.50,000/- deposited with the Technical Bid will be merged with this amount.
8. The earnest money will be forfeited if (i) the Tenderer withdraws his Tender during the period of Tender validity (ii) the successful Tenderer fails to deposit additional amount of Rs.1,00 000/- (Rupees One lac only) towards security deposit within Fifteen days of award of work. The return / refund of EMD to the unsuccessful / non-responsive Tenderer(s) will be made within 30 days after the successful award of work. No interest shall be payable on it under any circumstances.
9. In the event of the Service Provider / Contractor not fulfilling the conditions of the contract, OSTC reserves its right to forfeit the **security deposit of Rs.1,50,000/- (Rupees One lac fifty thousand only)** placed with OSTC hereinabove mentioned. The decision of the OSTC shall be final and binding on the contractor, in respect of such confiscation of the security of **Rs. 1,50,000/- (Rupees One Lac Fifty thousand only)**.
10. Immediately after the award of work, the Service Provider / Contractor will apply for obtaining a certificate / license from the office of **The Assistant Labour Commissioner (Central) Faridabad** to employ workers at OSTC for providing Electrical services and submit the relevant certificate **within one month** from the date of award of the work. Extension of time period and waiver of this certificate, if required, will be at the sole discretion of OSTC depending upon the Statutory requirements as per the law applicable.
11. The regularity of the performance of the service will be of the essence and shall form a central factor, while evaluating the performance from time to time. The Service Provider / Contractor shall take all possible steps to ensure and to maintain its performance as determined by OSTC from time to time. If OSTC notices that personnel of the Service Provider / Contractor has / have been negligent, careless in rendering the said services, the same shall be communicated immediately to the Service Provider / Contractor who will take corrective steps immediately to avoid recurrence of such incidents and report to OSTC about such steps taken.
12. If any of the worker of the Service Provider / Contractor indulges in theft, negligence or any illegal / irregular activities, the Service Provider / contractor shall take appropriate action against its erring worker and intimate accordingly to OSTC or OSTC itself can take action in accordance with the law.
13. The Service Provider / Contractor being the employer in relation to workers employed by it to provide the services under the terms and conditions shall alone be responsible and liable to pay wages / salaries to such persons. The wages / salaries shall be as fixed or prescribed under the Minimum Wages Act 1948 for the category of workers employed by it from time to time by the Chief Labour

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Commissioner (Central), Government of India, Ministry of Labour & Employment, or by Haryana Government as applicable and / or any authority constituted by or under any law. He will ensure compliance of all the relevant Labour laws.

14. The Service Provider / Contractor shall issue identity cards on its own name and trading style to its employees deployed for rendering the said services, which at OSTC's option would be subject to verification at any time. The OSTC may refuse the entry into its premises to any worker of the Service Provider/contractor for not bearing such identity card or not being perfectly uniformed as prescribed by OSTC.
15. The Service Provider / Contractor will pay the wages as per the Minimum Wages Act and disburse the wages in the premises of OSTC in the presence of authorized officer of OSTC on or before the 7<sup>th</sup> of every month. It would be preferable if the salary and benefits payable to supervisor / workers is arranged through the bank at Faridabad where OSTC has its account. If not paid by cheque then it has to be disbursed in the presence of OSTC officials. If made by cheque the photocopy of the cheque issued to the worker is to be submitted to OSTC every month. The Service Provider / Contractor will be required to submit the deposit challans showing the individual figure of PF and ESI money of workers deposited with appropriate authorities for the previous month along with the monthly bill.
16. The Service Provider / Contractor shall at all times indemnify and keep indemnified OSTC against any claim on account of injury / disability / death of any of its workers caused while providing the services to OSTC which may be made under the Employees Compensation Act 1923 or any other Acts or any other Statutory modifications thereof or otherwise for or in respect of any claim for damage or compensation payable in consequence of any accident or injury sustained by the workers of the Service Provider or in respect of any claim, damage or compensation under Labor laws or other laws or rules made there under by any person whether in the employment of the Service Provider / Contractor or not who provided or provides the service at premises of OSTC.
17. The Service Provider / Contractor shall at all times indemnify and keep indemnified the OSTC against any claim by any third party for any injury, damage to the property or person of the third party or for any other claims whatsoever for any acts of commission or omission of its employees or personnel during the hours of providing the services at OSTC's premises or before and after that.
18. In case the Service Provider / contractor discontinues the contract before the expiry of the period of contract, his security shall be forfeited.
19. 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 Service Provider / Contractor wishing to terminate this agreement, the Service Provider / Contractor shall have to give at least six**

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**months notice to OSTC in writing** and in either event, the Contractor shall hand over the peaceful and vacant possession of the space (accommodation) / premises as provided in the tender. The Service Provider / Contractor shall also hand over forthwith all the articles, spare parts, tools, equipments etc provided to them and any shortfall in such items etc must be replaced by the Service Provider / Contractor or shall pay the cost thereof: (i) On completion of the contract, the Service Provider / Contractor will submit an indemnity bond on Non Judicial stamp paper of requisite amount duly notarized regarding “No Dues” confirmation (as per specimen to be provided by OSTC).(ii) In the event of the earlier termination by either parties to the contract or expiry of the contract, the Service Provider / Contractor shall be obliged to continue providing the services on the same terms and conditions as provided in the contract, till such time as OSTC is able to make any alternative arrangement or OSTC has agreed in writing to allow the contractor to discontinue earlier.

20. OSTC will ensure that all payments due for services rendered by the Service Provider/ Contractor till the expiry or the earlier termination of the agreement shall be paid to the Service Provider/ Contractor within 30 days thereof after the submission of indemnity bond regarding “No Dues”. **The specimen of the Indemnity bond shall be provided by OSTC.**
21. The OSTC or its representative(s) shall be at liberty to check at any time, the deployment of workers by the Service Provider / Contractor.
22. In case of any pilferage, theft of or breakage etc to the property / assets of OSTC, the Service Provider / Contractor will be responsible for such losses. The OSTC will be at liberty to deduct the amount of such loss from the monthly bill / security deposit of the Service Provider / Contractor after holding an enquiry. The decision of OSTC to this effect shall be final and binding upon the parties. In case of unsatisfactory performance and violation of any condition of the tender/ contract, the contract shall be liable to be canceled and security will be forfeited.
23. The Service Provider / Contractor shall not sublet the contract to any other concern / individual. The Service Provider / Contractor shall itself perform the services and all obligations and duties as per tender / contract. Except with the prior written consent of the other party, neither the benefit nor the burden of the tender / contract shall be assignable by either of the parties except that OSTC may assign or transfer its rights and obligations under this agreement to any entity which acquires all or substantially all of the OSTC's operating assets or into which OSTC is merged or is reorganized pursuant to any merger or reorganization.
24. Any dispute arising out of this contract including any clarification as to the intent or interpretation of any of the provisions of these terms and conditions, the same shall be first referred to / sought from the Principal, whose decision in the matters shall be final and binding on the Service Provider / Contractor. Any other matter relevant to but not covered in the contract shall also be decided by making reference to the Principal, OSTC, whose decision will be final and binding on the Service Provider / Contractor. If the Dispute is not resolved

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through the reference made to the Principal, OSTC, a reference of the same shall be made to a Sole Arbitrator to be appointed by the Principal, OSTC Faridabad for adjudication of the same in accordance with the provisions of Arbitration & Conciliation Act-1996 and any statutory modifications there under from time to time. There shall be no objection if the Sole Arbitrator to be appointed is a Competent Officer of OSTC in the discretion of the Principal OSTC, Faridabad. The Service Provider / Contractor and OSTC shall make every effort to resolve any dispute or disagreement amicably by direct informal negotiations. However, in case of any unresolved issues / disagreements / disputes in connection with the contract, the same shall be settled through Arbitration or through the Court of Law within the jurisdiction of Faridabad. The resultant contract will be interpreted under Indian Laws.

- 25.** The Service Provider / Contractor shall comply with the instructions provided by OSTC from time to time relating to the performance of the services, duties and obligations under this agreement. The services rendered by the Service Provider / Contractor shall be subject to regular review by OSTC and its decision as to the quality thereof shall be final and absolute.
- 26.** The Service Provider / Contractor shall abide by the applicable OSTC rules, guidelines, policies and procedures at all times during the performance of the services and the regulations issued by the various Government Authorities under whose jurisdiction this agreement will fall, from time to time.
- 27.** The Service Provider / Contractor shall raise the invoice / bill and OSTC agrees to pay such invoices / bills within 15 working days of receipt and acceptance of the invoice / bill, as per terms and conditions of the tender / contract. All payments to the Service Provider / Contractor shall be made by ECS / NEFT / RTGS subject to deductions, withholding of all applicable taxes, charges and other dues from time to time in force.
- 28.** The Service Provider / Contractor represents and undertakes that:(i) It has full power and authority to enter into the agreement with OSTC and perform the services and it has the necessary expertise and equipment to duly perform the services under this agreement.(ii) It shall render the services and perform its obligations and duties as per tender accurately and efficiently and in accordance with the instructions, specifications, procedures, standards, guidelines, time frame, as mentioned in this agreement, or as are issued from time to time by OSTC for the performance of the services to the satisfaction of OSTC.(iii) It shall be responsible for its corporate and personal taxes if any, and shall indemnify and hold OSTC harmless for any liability in this connection.(iv) It shall be responsible for ensuring that all workers engaged by the Service Provider / Contractor to provide services to OSTC shall hold at all times the necessary expertise and shall abide by OSTC's instructions, specifications, procedures, standards, guidelines, and time frames at all times during the performance of the services.
- 29.** OSTC shall have the right to deduct from the money due to the Service Provider / Contractor, any sum required or estimated to be required, for making good the

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loss suffered by any worker, by reason of non- fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deduction made from their wages which are not justified by their terms of the contract or non-observance of the Regulations.

30. Nothing in this tender shall be deemed to create any partnership, joint venture, agency between OSTC and the Service Provider / Contractor or their representatives and employees and nothing herein shall deem to confer on any party, any authority to incur any obligation or any liability on behalf of the other party. The Service Provider / Contractor is an independent contractor and not an employee, agent, associate or authorized representative of OSTC and the Service Provider / Contractor undertakes that it shall not undertake any obligation or liability in the name of or on behalf of OSTC whatsoever.
31. Nothing in this tender shall by implication or expression be taken to mean or imply that any of the persons deployed / engaged by the Service Provider / Contractor for rendering the services, are employees of OSTC or engaged by OSTC. The Service Provider / Contractor shall be deploying workers who shall be in sole employment of the Service Provider / contractor and Service Provider / contractor shall be solely and fully responsible for the acts, salaries, wages, remunerations or any other statutory liabilities or other payments of the workers. Under no circumstances shall OSTC be liable for any payment or claim or compensation including but not limited to compensation on account of injury, death, termination. In case any liability falls on OSTC for any reason, the Service Provider / Contractor shall keep OSTC indemnified against the same. In order to give effect to this, **the Service Provider / Contractor shall incorporate suitable clause in the appointment letters to be issued to its workers mentioning that the workers are employees of the Service Provider / Contractor, a copy of which should be given to OSTC for perusal and record.**
32. The Service Provider / Contractor & the workers deployed by him at the OSTC Premises shall maintain confidentiality of any information in their possession during their working at OSTC & thereafter.
33. The Service Provider / Contractor shall allow OSTC, its management, auditors, regulators and / or agents, the opportunity of inspecting, examining, auditing and / or taking copies of the OSTC records with the Service Provider / Contractor.
34. The Service Provider / Contractor shall wholly and solely be liable for all disputes and liabilities arising out of / while providing the services under this contract for any purchases, any sample taken by Govt. Authorities or otherwise for any dispute under the Laws of the land, in any court of law.
35. If at any stage, it is revealed that the documents / certificates / testimonials submitted by the Service Provider / Contractor are forged or have been manipulated, the work order issued to the Service Provider / Contractor shall be canceled and Security amount deposited with OSTC shall be forfeited without

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any claim whatsoever on OSTC and the Service Provider / Contractor shall be liable for action as appropriate under the relevant laws.

36. Without prejudice to any of the rights or remedies under this contract, if the Service Provider / Contractor dies, OSTC shall have the option of terminating the contract without compensation to the legal or other heirs of the Service Provider / Contractor.
37. OSTC shall accept no liability explicit or implicit for, nor any financial or other consequences arising from sickness, injury, damages or death of the personnel of the Service Provider / Contractor or 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.
38. The Service Provider / Contractor shall maintain proper records about the attendance of their staff in the prescribed format as given in the Contract Labour (Regulation and Abolition) Act, 1970 along with Contract Labour (Regulation and Abolition) Rules, 1971 and would ensure that full staff strength is maintained. If due to any exigency, any worker is absent the Service Provider / Contractor should take immediate steps to provide its substitute subject to the compliance of relevant Rules & regulations / laws / Statute.
39. The Service Provider / Contractor must ensure that the wages to the Workers are paid within the stipulated time period as provided under relevant Rules & Regulations / Law / Statute in force. The Service Provider / Contractor will not link the payment of wages to the workers with settlement of his bills by the OSTC. The Service Provider / Contractor has to first pay the wages to the Workers and then put up his bill for payment. Payment of bills will be made on monthly basis through ECS / RTGS / NEFT only, provided that the Electrical Services provided were / are satisfactory during the month and subject to deduction of Penalty imposed if any as per terms and conditions of tender / contract. The monthly bill payment will be made subject to following billing process and submission of documents as mentioned in Annexure - XI, provided the Service Provider / Contractor submits the attested photocopies of the following documents:
  - (i) **Muster Roll / Attendance sheet of the workers signed by the Service provider / Contractor for the month on the format prescribed in the Contract Labour (Regulation and Abolition Act, 1970) along with Contract Labour (Regulation and Abolition) Rules,1971.**
  - (ii) **Overtime and penalty register in respect of Supervisor and workers.**
  - (iii) **Salary sheet for the month showing receipt of the wages on the format prescribed in the Contract Labour (Regulation and Abolition Act, 1970)along with Contract Labour (Regulation and Abolition) Rules,1971.**
  - (iv) **Deposit Challan showing the individual figure of deposit of contribution of provident fund of employees' and employers' share, with the appropriate authority.**

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- (v) **Deposit Challan showing the individual figure of deposit of contribution of ESI of employees' and employers' share, with the appropriate authority.**
  - (vi) **Statement of Bonus paid to the employees (including receipts of Bonus paid to individual employee in the presence of OSTC Officials).**
  - (vii) **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.**
  - (viii) **If payment to worker is made by cheque, then a copy of Bank account statement of previous month showing debit of wages / benefits in favour of workmen should be submitted every month with the bill by the Service Provider / Contractor.**
- 40.** The Service Provider / Contractor will deduct ESI contribution and Provident fund contribution of the employees from the minimum wages of the workers at the rate as applicable from time to time and deposit the same with the appropriate authorities along with Employer's contribution of ESI and PF as per the rate applicable from time to time.
- 41.** The Service Provider / Contractor will be liable to get the Provident fund refunded from the Provident Fund Commissioner of the worker, if he is terminated or dies or leaves the job.
- 42.** The Contractor / Service Provider shall ensure that one electrician and one DG Set operator shall always be available at OSTC round the clock and their duties shall be on shift basis. The Supervisor / workers shall observe the timings as per Annexure -VIII. However the timing of the Supervisor / Workers may be amended by OSTC at any time as per requirement. In case the Service provider / Contractor fails to render the services as laid down in the Tender Document, OSTC may impose penalty as deemed fit.
- 43.** The electrical items /equipments as stated in Annexure VII "Scope of work" attached to Technical Bid, shall be repaired promptly and reinstated within 48 hours of reporting of the complaint. Delay in this regard due to any reasons whatsoever shall attract penalty.
- 44.** Any loss or damage to any equipment under repair or implements supplied to the Contractor / Service Provider shall be made good by the Contractor / Service Provider.
- 45.** The Service Provider / Contractor himself or their authorized representative must visit the premises at least once in a week and / or whenever required and contact the person authorized by the OSTC to look into Electrical matters. Any deficiencies in the services should be rectified immediately when pointed out by such authorized person.

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**ANNEXURE- I**

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

Please tick (/)

Sr. No.	Documents to be attached	Yes	No
1	Proof of the tenderer being <b>based in Delhi/NCR and their operation in these areas</b>		
2	EMD of Rs.50,000/-(Rs.Fifty thousand only) in the form of DD issued by any scheduled bank in favour of <b>The Oriental Insurance Co.Ltd. payable at Faridabad</b>		
3	Separate demand draft for Rs.1180/- towards fees including GST for Tender documents issued by any scheduled bank in favour of <b>The Oriental Insurance Co.Ltd. payable at Faridabad</b> if the tender document is downloaded from Company's website.		
4	Tenderer's self-attested copy of the PAN / TAN card issued by the Income Tax Department		
5	Self attested copy of GST Number (if applicable)		
6	Self attested copy of valid Employee Provident Fund Registration number from concerned authorities of Delhi / NCR.		
7	Self attested copy of valid ESI Registration Number from concerned authorities of Delhi / NCR.		
8	Experience Certificates of last three out of previous four financial years (2014-15, 2015-16, 2016-17 & 2017-18) of providing similar services of Repair & Maintenance of Electrical Installations / Equipments to any Training College / Institute of any Bank / Insurance Company / Educational Institute like College, University or any PSU / Central or State Government/ Autonomous Institute / Corporate establishment / organization etc. of repute. (Attach appropriate certificate(s))		
	Experience Certificates of 2014-15		
	Experience Certificates of 2015-16		

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	Experience Certificates of 2016-17		
	Experience Certificates of 2017-18		
<b>9</b>	Certificate of average annual turnover for the last three out of previous four financial years (2014-15, 2015-16, 2016-17 & 2017-18) of Rs.5.00 lac <b>(Attach proof of turnover duly certified by a CA).</b>		
	Certificate of annual turnover of 2014-15		
	Certificate of annual turnover of 2015-16		
	Certificate of annual turnover of 2016-17		
	Certificate of annual turnover of 2017-18		
<b>10</b>	A certificate regarding non relationship of Service Provider / Contractor with the employees of OSTC / Oriental Insurance Co.Ltd. as per <b>Annexure- IV</b>		
<b>11</b>	Self Attested copy of Registered Partnership Deed / Certificate of Incorporation and Registration Certificate where the tender is submitted on behalf of Partnership / Company / Society etc.		
<b>12</b>	Compliance Report as per given draft at <b>Annexure- II</b>		
<b>13</b>	Declaration in the form of affidavit that individual / firm / organization including its Partners / Shareholders / Directors were never blacklisted / prosecuted by any department/statutory authority in India or by any Court. <b>Annexure- VI.</b>		
<b>14</b>	Tendering Agency's profile as per <b>Annexure- III</b>		
<b>15</b>	List of present and past clients as per <b>Annexure- XII</b>		

## ANNEXURE- II

### COMPLIANCE REPORT

To

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

Sub: Tender for “Providing Electrical Maintenance Services  
on Contractual Basis at OSTC, Faridabad”.

Dear Sir,

I / We certify that I / We have read the terms and conditions of the tender. I / We undertake that it is my / our responsibility to ensure that being the employer in relation to persons engaged / deployed by me / us to provide the services / activities under this tender as well as to make the payment of monthly wages / salaries, which in any case shall not be less than the minimum wages prescribed under the Minimum Wages , Act, 1948 as notified / revised by Chief Labour Commissioner (C), Ministry of Labour & Employment, Government of India or as fixed by Labour Department, Haryana Government, whichever is applicable 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; The Contract Labour (R&A) Rules, 1971; The EPF Act,1952; The 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; The Payment of Gratuity Act 1972; The 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 be me / us.

I / We shall obtain requisite permission / license for providing Electrical Maintenance Services from concerned department of Central / State / Municipal Authorities / any other authority.

I / We will also obtain License under Contract labour (R&A) Act, 1970 to run Electrical Services at OSTC, if applicable.

Certified that I / We have read the tender document containing Section-I (Notice inviting Tender), Section -2 (Eligibility Criteria), Section-3 (Instructions to Tenderer) Section 4 (terms and conditions) and all Annexures attached to and forming a part of

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tender document.

I / We have understood the contents of complete tender document (Technical Bid as well as Financial Bid).

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

Place: .....

Signature of Tenderer \_\_\_\_\_

Date: .....

Name of the Tenderers:\_\_\_\_\_

Address:\_\_\_\_\_

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

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

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

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**ANNEXURE- IV**

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

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

Place.

Signature :

Date

Name of Bidder :

Seal :

Witness :

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**ANNEXURE V**

**NO DUES CERTIFICATE**

**(To be submitted when the contract is cancelled/Terminated/ Completed for refund of Security amount)**

**DEED OF INDEMNITY EXECUTED IN FAVOUR OF  
THE ORIENTAL INSURANCE COMPANY LIMITED**

**(On Non Judicial Stamp Paper of Rs.100/-duly notarized)**

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

1. The Service Provider had been working for the Principal, OSTC at Faridabad for Providing Electrical Service.
2. The Service Provider had made a security deposit of Rs \_\_\_\_\_ only) for providing Electrical Services.
3. The Contract for providing Electrical Maintenance Services on contractual basis has been completed by me on \_\_\_\_\_ or the contract has been terminated/ Cancelled by the Principal/Service Provider w.e.f. \_\_\_\_\_.
4. We has paid all dues of the workers engaged in aforesaid Electrical Services
5. We after having satisfied the Principal that there are no outstanding dues of any sort and also that he has not caused any damage to the property of the Principal and on the request of the Service Provider the Principal has agreed to refund the aforesaid security deposit of Rs. \_\_\_\_\_
6. Now in the above premise and in consideration thereof Service Provider agrees and undertakes as follows:
  - In the event of any dues to the Supervisor and Electrician 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 Service provider/ contractor shall, on being required by the Principal, pay and make good all those dues or damages forthwith.

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- In the event of delay of failure to pay or make good any amount in the above connection which the Principal has to pay or make good any such bills or incur any expenses or defend any proceedings with regard to the above, the Service Provider (Name of the Service Provider) hereby undertakes to indemnify the Principal against all claims, demands, expenses, losses, proceedings and all liabilities of whatsoever nature.
- We hereby confirm that we have complied with our all statutory duties and obligations as mentioned in the Tender, Agreement as well as various statutes as applicable to the Contract labour.
- We also confirm having remitted all statutory deposits, as applicable, to the concerned authorities.

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

**Witness:**

1. Signature:

Name :

Address:

Signature of the Service Provider/Contractor

Seal

**(Indemnifier)**

2. Signature:

Name :

Address :

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**ANNEXURE –VI**

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

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

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

Witness:

**(Tenderer)  
Deponent**

**Verification:**

Verified at \_\_\_\_\_ on \_\_\_\_\_ and the contents mentioned / stated above in this affidavit is true to the best of my knowledge based on firm records and no information is hidden there from.

**(Tenderer)**

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**ANNEXURE –VII**

**“SCOPE OF SERVICE”  
FOR PROVIDING ELECTRICAL MAINTENANCE SERVICES  
ON CONTRACTUAL BASIS.**

The OSTC Complex is spread over an area of 16345 Sq. yards and there are 39 rooms in the hostel block, 4 lecture halls, office complex spread over 3 floors, library, dining hall, dormitory, Residential accommodation, swimming pool and big lawn etc. The scope of work shall be as under:

- 1 The services are to be provided in the entire OSTC Complex including at leased accommodation provided to its officers at Faridabad.
- 2 The services are to be provided for upkeep and maintenance of various electrical items / installations / fixtures / fittings / wiring and various appliances such as Geysers, Room Heaters, Inverters, Air conditioners, (Window, Split, tower, duct etc), Water coolers and electric motors of various capacities TVs & Set Top Boxes, LCD Projectors, Neon-sign & sign-boards, FAX machine, Bain Marie, Electric Mixer & Grinder, Deep Freezer, DG Sets, Synchronizing panels, fountain and swimming pool plants, Water Bore system (including submersible pumps and cables), Refrigerators, 500 KVA Substation comprising of Transformer, Vacuum Circuit Breaker, Electric panels, Electric Meters, Electric Poles. Televisions, Fans, Door Bells, Irons, Table lamps, tube lights / other lights, Exhaust fans, Insect catcher, shoe shiner, desert coolers, UPS, stabilizers, cables, telephones, EPABX system and LAN wirings, hot cases, electric kettles, toaster, griller, sandwich maker, vacuum cleaner etc. This list is illustrative and not exhaustive.
- 3 The service provider shall be responsible for upkeep, regular maintenance and necessary repairs of all electrical items mentioned in 2 above.
- 4 The service provider will be responsible for day to day maintenance and incidental works related thereto in respect of all electrical equipments and Electrical installations as mentioned in Para 2 above ensuring that the work is carried out in accordance with conditions, specifications and relevant Indian Standards and as per instructions of the OSTC. The service provider will ensure general / minor / routine repairs wherever necessary. Cost of all spares shall etc. shall be borne by the Company.
- 5 For other repairs of items which require special tool, equipment or skills and cannot be repaired in house, the Contractor / Service Provider will assist OSTC in getting the items repaired from external vendors and cost of transportation the item, cost of parts and labour charges etc, shall be borne by OSTC.
- 6 The decision of OSTC officers with regard to repairability of any item in house or by outside agency, shall be final & binding upon the Contractor / Service Provider.
- 7 The Contractor / Service Provider will also be responsible for :
  - a). Running and maintenance of DG Sets round the clock in 3 shift basis (cost of

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fuel and repair and AMC will be borne by OSTC) and Maintain Log book indicating the time and duration of operation of DG sets on day to day basis; maintain record of the stock of diesel purchased, consumed and balance available; assist in purchasing diesel from the Petrol pump; inform to the concerned department in OSTC well in advance for purchase of diesel in the format to be provided by OSTC; ensure that consumption of diesel by DG set is within the normal limit, and if not, inform OSTC for necessary action; assist in getting the repair / defect / fault / damage rectified through annual maintenance contract vendor with whom OSTC has an AMC. If any lapse is found in this regard, suitable penalty in addition to recovery of loss or damage caused, shall be recovered from the bills payable to the Contractor / Service Provider or from the Security Deposit lying with OSTC.

b. Changing of fused Bulbs, tube lights / other lights, burnt wire, cables and / or other electrical items requiring change due to damage.

c. Regular cleaning of all electrical equipments / Items.

d. Ascertaining the reason of faults by using various test meters and getting the faults rectified.

e. Liaise with the Electricity department / DHBVNL if required for rectification of any electrical breakdowns / faults. Liaisoning with Electricity department whenever there is disruption of supply and to ensure that electric supply is restored as early as possible with regular follow up. Contractor has to maintain the record of complaints made along with follow up and show to OSTC on demand.

f. Liaise with the manufacturer / supplier or any AMC service provider for rectification of any fault / damage to equipments which are under warranty / guarantee / AMC contract or which require expertise from a specialist in the field.

g. Liaise with Telephone Deptt / Telecom Company if required for rectification of any breakdowns / faults in telephone / fax / broadband lines etc.

h. Shifting any AC (Window, split or tower) / other equipments installed in the College from one place to other without any extra cost.

i. Ensuring that requisition is given in advance to OSTC for maintaining a stock of consumable and frequent requirement of materials such as tube lights / other lights, Bulbs, Tapes, wires, plugs, Switches etc.

j. Ensuring that TV's, Computers, Tube lights / other lights, Bulbs, fans, Geysers, Heaters, AC's etc. in rooms and at other places are put off when not being used.

k. Ensuring that rooms are checked when officers are attending classes to confirm that all electrical items / fittings are in order.

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I. Attend to complaints written by the trainee officers or OSTC representatives in the complaint register regarding any fault in the electrical equipment maintained at the reception and ensure that it is resolved same day.

- 8 Cost of all electrical tools / implements / Equipments such as Test meters, Gum boots and gloves required for repair and maintenance work by the electricians will be borne by OSTC. The Contractor shall be responsible for safe upkeep of the tools spare parts, tools & equipments etc provided by OSTC. On the completion or cancellation of the contract, the Contractor / Service Provider shall return such tools, implements, spare parts and equipments etc. In case of any shortfall, the cost of the same shall be recovered from the bills payable and / or Security Deposit.
- 9 If the standard of services, as mentioned above or elsewhere in the tender document, are not maintained to the satisfaction of OSTC authorities, appropriate penalty will be imposed and amount thereof will be deducted from the monthly bill and / or Security deposit. Decision of the Principal OSTC as to the penalty amount shall be final and binding on the Contractor / Service Provider.
- 10 Any loss or damage to any equipment under repair or implements supplied to the Contractor / Service Provider shall be made good by the Contractor / Service Provider.
- 11 On termination of the contract, the Contractor shall hand over peaceful possession of the OSTC premises and property together with Electrical fittings Equipments, installations, spare parts, tools implements etc. in good condition.

**NOTES:**

- 1). The above mentioned works are illustrative and not exhaustive. The Contractor / Service Provider shall be responsible to carry out / assist in carrying out all jobs of similar nature.
- 2). In addition OSTC may assign any work in respect of Maintenance of Electrical Installations / Equipments of the College and / or official residence / leased accommodation of officers of OSTC.
- 3). Frequency and timing of the work can be altered at the discretion of OSTC looking into the needs, and quantum of work.
- 4). The no. & category of workers to be deployed at OSTC for the assignments illustrated above and for whom reimbursement will be made is as under.

Designation	No. to be deployed	Category of workers and Minimum Wages applicable
Electrical Supervisor/ Head Electrician	02	Highly skilled
Electricians / DG Set operators	'06	Skilled

**5). OSTC reserves the right to change the no. & category of workers**

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**ANNEXURE-VIII**

**DEPLOYMENT OF SUPERVISOR & WORKERS**

The Contractor shall employ under mentioned employees for rendering satisfactory services on all days.

Type of Workers/ Qualifications/Experience	No. required	Timings
<b>Electrical Supervisor / Head Electrician</b>  Diploma / Certificate in Electrical / Instrumentation from ITI / Polytechnic / equivalent or at least 3 yrs experience in handling electrical fittings / installations / DG sets & synchronizing panels.	Two	8.00 AM to 5.00PM  (Lunch Break 1.00PM to 2.00PM)
<b>Electrician</b>  Knowledge of handling Electrical equipment / installations at commercial level with 2 years experience	Total : Six.	One Electrician and one DG Set Operator each in three shift duty  1 <sup>st</sup> duty 0.00 hrs to 8.00 AM  2 <sup>nd</sup> duty 8.00 AM to 4.00PM  3 <sup>rd</sup> duty 4.00PM to 0.00hrs.
<b>D.G. Sets Operators</b>  Knowledge of handling electrical equipment including DG sets and synchronizing panels installation at commercial level / 2 years experience		

1. **NOTES** : The experience and qualification of persons to be deployed by service Provider / contractor may be relaxed at the sole discretion of OSTC depending upon the merits of each case individually. The contractor at his own does not have any authority to relax the experience and qualification.
2. Timings can be altered at the discretion of OSTC
3. The number of workers can be decreased / increased at the discretion of OSTC and wages for workers shall be paid / reimbursed accordingly.

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4. The employees engaged by the Contractor should observe the discipline and should ensure that the decency and decorum are maintained during the course of their employment.
5. Electrical Supervisor appointed by the Contractor shall oversee all the affairs of Electrical items at all times and must have technical expertise to discharge obligations under the Tender.
6. Immediately on receipt of the work order, the Contractor will supply a list of names with the bio-data along with photograph of all the persons to be deployed under this contract to OSTC with proper certification that they are satisfied with their bonafides and that their necessary verification has been done from the proper authorities. The Electrical Supervisor and all the Workers (Electricians / DG Set operators) to be deployed by the Contractor may be screened / interviewed by OSTC. The Contractor should facilitate the process of screening / interview and this process will also be followed for any mid-term inclusion of the Electrical Supervisor / Workers (Electricians) due to additional need or termination or leaving of any worker. The format for the bio-data will be given by OSTC.
7. The services of the Electrical Supervisor or Workers (Electricians / DG Set Operators) once approved by OSTC will not be dispensed with or they will not be allowed to be replaced by the Contractor without the approval and consent of OSTC in writing.
8. OSTC reserves the right to expel any employee of the Contractor who is found guilty of misconduct / misbehavior.
9. The Service Provider / Contractor being the employer in relation to workers employed by it to provide the services under the terms and conditions shall alone be responsible and liable to pay wages / salaries to such persons. The wages / salaries shall be as fixed or prescribed under the Minimum Wages Act 1948 for the category of workers employed by it from time to time; by the Chief Labour Commissioner (Central), Government of India, Ministry of Labour & Employment, or by Haryana Government as applicable and / or any authority constituted by or under any law. He will ensure compliance of all the relevant Labour laws.
10. The Service Provider / Contractor shall at all times indemnify and keep indemnified OSTC against any claim on account of injury / disability / death of any of its workers caused while providing the services to OSTC which may be made under the Employees Compensation Act 1923 or any other Acts or any other Statutory modifications hereof or otherwise for or in respect of any claim for damage or compensation payable in consequence of any accident or injury sustained by the workers of the Service Provider or in respect of any claim, damage or compensation under Labour laws or other laws or rules made there under by any person whether in the employment of the Service Provider / contractor or not who provided or provides the service at premises of OSTC.

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**ANNEXURE-IX**

**Uniform for Supervisor and Workers**

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

The Contractor / Service Provider shall provide uniform (Two shirts, Two trousers, Two pairs of socks, One belt, one pair of shoes or One pair of Sandals or Chappals, one Jacket or Sweater (in winter) per year to the Workers of all categories deployed by them at OSTC. The cost of the uniform and shoes etc. for such workers will be reimbursed by OSTC to Service Provider / Contractor on actual basis along with the service charges as quoted in Financial bid. The Service Provider / Contractor has to ensure that the uniforms are maintained properly and always kept neat and clean by their workers.

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

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**ANNEXURE-X****“SERVICE CHARGES”  
[COST OF SERVICES]**

The number & category of workers to be deployed at OSTC for the administration of this contract shall be as under:

<b>Designation</b>	<b>No. to be deployed</b>	<b>Category of worker and Minimum Wages applicable</b>
Electrical Supervisor/ Head Electrician	02	Highly skilled
Electricians / DG Set operators	06	Skilled

The payment to Service Provider / Contractor i.e. their monthly Bill will comprise of two components - (1) Statutory payments and (2) Fixed % thereon towards Admn / Service Charges. Before quoting the charges in the financial bid Service Provider / Contractor should keep in mind the following facts in addition to the other terms and conditions of the Technical Bid (Part-I) and / or also as mentioned elsewhere in the Tender document.

**(1). Statutory Payments:** The Service Provider / Contractor will be required to make following statutory payments to the Supervisor and the Electricians / DG Set Operators deployed by us as per the requirement of OSTC and remit contribution to concerned Statutory Authorities as under:

- i) Minimum Wages to Workers / Supervisor as per Minimum Wages Act 1948 as notified / revised by Chief Labour Commissioner - Central, Ministry of Labour and Employment, Government of India or as fixed by Labour Department, Haryana Government, whichever is applicable. A copy of the latest Gazette Notification dated 28.09.2018 issued by Chief Labour Commissioner ( Central ), Ministry of Labour and Employment, Government of India with regard to payment of minimum wages applicable as on date is annexed for information.
- ii). Employers' contribution toward PF under EPF Act 1952.
- iii). Employers' contribution toward ESI Scheme under ESI Act 1948.
- iv). Payment of Bonus under Payment of Bonus Act, 1965.
- v). Payment of compensation for overtime / weekly off / National holiday / any other holiday, as applicable
- vi). Any other payment to ensure compliance of various statutes of the Central Govt. or State Govt. and / or any other Authority constituted by or under any law and as amended from time to time and / or any other rule framed there under from time to time, for the category of persons deployed by the Service Provider / Contractor.

Thereafter the Contractor / Service Provider will claim these payments from OSTC Faridabad on actual basis with supporting documentary proof of all such payments / remittances.

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**Services to be Provided :**

Besides other assignments of routine maintenance work and operation of DG sets etc, the Contractor / Service Provider and the workers deployed by him / them as per this tender / contract will be responsible for execution of work as detailed in Annexure -VII titled "Scope of Service" attached with the Technical Bid of the Tender document.

**(2). Fixed %age Charges:** These are the monthly Administrative / Service Charges including various overheads & profit which is to be quoted by the bidder as fixed % age of the Statutory Payments specified under ( I ) above & payments on account of other benefits listed under 4 & 5 below and elsewhere in the Technical Bid. This fixed % age should be clearly mentioned in the bid. The amount under this head will be paid in addition to the statutory amount paid by them, as % age of the total amount paid by Service Provider / Contractor to the Electrical Supervisor / Electricians & DG Set Operators. Employer's contribution towards PF / ESI will be reimbursed by OSTC to the contractor / Service Provider on submission of proof of remittance on actual basis along with fixed %age of admn / service charges as above.

Though the % age of charges will remain fixed during the Contract period, the actual amount of monthly Administrative / Service Charges will keep on varying depending upon the reimbursement amount that will be claimed / payable every month on account of revision in wages etc as per Minimum Wages Act. and other permitted benefits provided to the Electrical Supervisor / Electricians & DG Set Operators.

**Notes:**

During the period of Contract the Service Provider/Contractor will be paid (I) Statutory payment plus (II) Fixed %age Administrative/ Service Charges as above and they have to keep a note of following:

1. The amount will be paid to Service Provider / Contractor following release of amount by them to their workers and depositing the amount(s) with Statutory Authorities. Employer Contribution towards PF & ESI in respect of the workers deployed by the Service Provider / contractor will be reimbursed on actual basis
2. GST if applicable shall be extra and borne by OSTC.
- 3.. All statutory deductions such as TDS, surcharge, Education cess, Higher education cess etc. will be deducted from the total bill amount as applicable from time to time.
- 4.The Contractor / Service Provider shall provide uniform (Two shirts / Two trousers / Two pairs of socks / One belt / one pair of shoes / One pair of Sandals / Chappals, one Jacket or Sweater per year to each worker) to the Supervisor / Workers deployed by

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them at OSTC. Reasonable cost of uniform will be reimbursed to the Service Provider/Contractor along with %age service charges.

6. The charges towards wages etc (as mentioned under I above) shall keep on varying depending upon revision in minimum wages rates and facilities provided by the Service Provider/ Contractor to its workers as per this tender.

7. It would be preferable if the salary and benefits payable to Electrical Supervisor/Workers (Electricians) 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 is 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.

8. If any worker /Supervisor 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 / Electrical Supervisor, the same will be payable to the Contractor / adjusted through the salary payable to worker / Supervisor, if paid by the insurance company to worker / Supervisor.

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**ANNEXURE-XI**

**BILLING PROCESS AND DOCUMENTS**

S. N.	REQUIREMENT	TIME LINE	INFORMATION REQUIRED	SUPPORT DOCUMENTS
1.	Bill for charges ( i.e. Reimbursement of wages and statutory deposits in respect of workers + Agreed %age thereon towards Admn / Service Charges )	To be raised every month .	Following information is required in the bill a) Bill No./date clearly written b)GST number [no GST will be payable incase the invoice does not bear the GST number] c)PAN Number d) any other information prescribed by OSTC.	a) Photocopy of the Muster Roll (attendance register) of the month duly endorsed by the Contractor / Works Manager. b) Photocopy of Overtime and Penalty register in respect of Supervisor and workers. c) Salary receipt sheet of that month on the format prescribed under the relevant statutes. d) Photocopy of challan of previous month in respect of EPF and ESI duly deposited with the appropriate authority (Employers and Employees contribution) along with list of the workers / Supervisor bearing PF / ESI number, their individual amount of PF / ESI deposited (Employers and Employees share). The challan should not include the PF / ESI contribution of the other firms of the contractor. e) If payment made by cheque, then a copy of Bank account statement of previous month showing credit of wages / benefits in favor of workmen should be submitted every month with the bill. f) Any other document as required by OSTC.

**PAYMENT CRITERIA**

S.N	PAYMENT MODE	PAYMENT AGAINST	TIMELINE	DEDUCTIONS
1.	ECS	Bill raised for charges.	Within 15 days From receipt of bill.	Deductions, if any, will be made as per Tender and Agreement

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