# UNITED INDIA INSURANCE COMPANY LIMITED REGIONAL OFFICE, SCO NO.123-124, SECTOR 17-B CHANDIGARH 160017

# **CONTENT FOR TENDER DOCUMENT**

# **Contents**

1.APPLICATION LETTER (Specimen).	4
2.SECTION –I - INVITATION FOR THE BIDS	6
3.SECTION-II.	8
4.IMPORTANT INFORMATION RELATED TO TENDER FOR HOUSE KEEPING SE	ERVICES8
5.SECTION-III INSTRUCTIONS TO THE BIDDERS	10
6.Scope of Services:	10
7.Site Visit:	10
8.Clarifications:	10
9.Eligibility Criteria:	10
10.Inspection:	12
11.Tender Validity.	12
12.Bid Security/Earnest Money Deposit (EMD).	12
13.Preparation and Submission of Bids:	13
ENVELOPE -1 (TECHNICAL BID)	<u>1</u> 4
ENVELOPE -2 (FINANCIAL BID)	
14.Late Bids:	15
15.Opening of Tenders:	15
16.Evaluation of Tenders:	15
17. Award of Contract:-	16
18.Security Deposit and Award of Contract:	17
19.Effectiveness and Duration of Contract.	17

20.Commencement of Services.	17
21.SECTION IV: TERMS & CONDITIONS.	22
22.SECTION V : SCOPE OF WORK	32
23.ANNEXURE-A	37
24.ANNEXURE-B	38
25.ANNEXURE-C	40
26.ANNEXURE-D	41
27.ANNEXURE-E	42
28.ANNEXURE-F	
30.Draft Agreement for Outsourcing Services.	<u></u> 44

# **APPLICATION LETTER (Specimen)**

To,

The Deputy General Manager United India Insuracne Company Limited Regional Office, SCO 123-124 Secotr 17-B, Chandigarh-160017

# Sub: Tender for providing Manpower services on contract basis to United India Insurance Co. Ltd., Chandigarh

Dear Sir / Madam,

In response to your tender inviting notice for the above mentioned contract, I/We, a Company/Partnership/Sole Proprietor submit the tender with following particulars:

S.No.	Description   Partic	ulars			
	<= Full Name of the Firm>>				
1	Constitution & Nature of Firm (State whether sole proprietor / partnership firm / company /LLP / LLC)				
2	Year of Establishment				
3	Registration Number under applicable act with a copy of registration certificate				
4	Registered Postal Address Telephone No. Mobile No. Email ID				
5	Address of Branches				
6	Name and address of Directors, in case of Company Name and address of Sole proprietor Name and address of partners; in case of partnership firm				
7	(a) Name of Bankers & Branch with full address (b) Style of Account & Number (c) Name(s) of person(s) operating the account (enclose banker's certificate)				
8	EPF Code No.				
9	ESI Code No.				
10	PSARA License No.				
11	GST No.				

Having acquired the requisite information related to the subject work after visit of the site and examining the form of contract, nature, quantum of work as effecting the tender invited by on behalf of the United India Insurance Co. Ltd., I/We, the under singed hereby offer for

providing qualified staff as indicated in the Tender Document to provide manpower strictly in accordance with the terms and conditions as indicated by you in the said documents.

We also agree to submit the separate bill on monthly basis to respective location / office and accept the payment to the workers as per the Minimum wages declared by the Centre Government. I/We also agree for the compliance of applicable Labour and other Laws in force and other Govt. orders. All workers engaged by me/us would be suitably compensated by me/us complying with Minimum Wages Act. All other payment like payments under Workmen Compensation Act etc. shall be borne and payable by me/us. I/We will always keep United India Insurance Co. Ltd. indemnified of any claim/damages that United India Insurance Co. Ltd. have to pay with respect to the service and the deputation of any workers to United India Insurance Co. Ltd.

I/We fully understand that United India Insurance Co. Ltd. reserves the right to reject any or all the quotations or to reject the lowest quotations without assigning any reasons and that United India Insurance Co. Ltd. further reserves the right to terminate the contract during its tenure at any time without assigning any reasons.

I/We further pay and have enclosed Earnest Money amounting to Rs 50,000/- (Rupees Fifty Thousand only) in the form of Demand Draft/Pay Order from a Nationalized / Scheduled Bank only drawn in favour of United India Insurance Co. Ltd. payable at Chandigarh, along with the Technical Bid which will remain with United India Insurance Co. Ltd. up to final award of contract. However, no interest shall be payable on Earnest money. Earnest money of successful bidder shall be adjusted in the total security deposit. Of Rs.2,50,000/- no interest shall be payable on security money.

Thanking you,

Yours faithfully,

(Name) Signature Signed as proprietor /partner/Director that holds power of Attorney on behalf of firm (Copy of the Power of Attorney to be submitted which will be compared with the original in case the tender is awarded)

# UNITED INDIA INSURANCE COMPANY LIMITED REGIONAL OFFICE, SCO NO.123-124, SECTOR 17-B CHANDIGARH 160017

INVITATION FOR THE BIDSINVITING TENDER FOR ENGAGEMENT OF MANPOWER PROVIDING AGENCY FOR HOUSEKEEPING SERVICES, DRIVER, SECURITY, CARE TAKER AND HELPER AT IDENTIFIED OFFICES, UNDER REGIONAL OFFICE, CHANDIGARH

# SECTION -I - INVITATION FOR THE BIDS

INVITING TENDERS FOR ENGAGEMENT OF MANPOWER PROVIDING AGENCY AT IDENTIFIED OFFICES IN CHANDIGARH, HARYANA, HIMACHAL PRADESH AND JAMMU & KASHMIR OF UNITED INDIA INSURANCE CO. LTD, UNDER REGIONAL OFFICE, CHANDIGARH.

- United India Insurance Co. Ltd (UIIC) is a general insurance company wholly owned by Government of India with its Regd. Office is located at 24, Whites Road, Chennai600014.
- 2. The website of UNITED INDIA INSURANCE CO. LTD is <a href="www.uiic.co.in">www.uiic.co.in</a>.
- 3. Sealed Bids are invited on behalf of UNITED INDIA INSURANCE CO.LTD under two bid system i.e. Technical Bid and Financial Bid from reputed, well established and financially sound service providers to provide the <u>Driver</u>, <u>Caretaker</u>, <u>Security</u>, <u>Housekeeping and Helper services</u> (wherever the word housekeeping appears, it may be totally read as housekeeping, security, caretaker, helper and driver) at identified offices of UNITED INDIA INSURANCE CO.LTD(UIIC) REGIONAL OFFICE, SCO NO.123-124, SECTOR 17-B CHANDIGARH 160017
- 4. The bids duly filled in all respect enclosing all necessary documents may be submitted to "DEPUTY GENERAL MANAGER, UNITED INDIA INSURANCE CO. LTD., REGIONAL OFFICE, SCO NO.123-124, SECTOR 17-B CHANDIGARH 160017" so as to reach on or before the scheduled time and date as mentioned in Section II.

Technical bids will be opened on the scheduled time and date as mentioned in Section II at UNITED INDIA INSURANCE CO.LTD, REGIONAL OFFICE, SCO NO.123-124,

- **SECTOR 17-B CHANDIGARH 160017** in the presence of bidders who may wish to be present, either by themselves or through their authorized representatives.
- 5. Tenders should be accompanied by EMD for an amount of Rs.50000/-(Rupees Fifty thousand only) submitted in the form of Demand Draft in favor of "<u>United India Insurance Company Limited</u>" payable at Chandigarh.
- 6. The Agency who wishes to submit tender for the aforementioned services shall provide a certificate of satisfactory performance from the principal employer along with tender, if they have previously rendered housekeeping services to Insurance Sector or allied industry.

# **SECTION-II**

#### IMPORTANT INFORMATION RELATED TO TENDER FOR HOUSE KEEPING SERVICES

1	Date of issue of offer documents	04/02/22
2	Earnest Money Deposit	Rs.50000/- (Rupees Fifty Thousand only)
3	Last Date for Submission of bids	25/02/2022
4	Bid Validity	90 days
5	Address for Submission of bids	Deputy General Manager United India Insurance Co. Ltd. Regional Office, SCO 123-124, Sector 17B Chandigarh-160017
6	Date of Opening of Technical bid	Within Ten days from last date of receipt of bids.
7	Date of Opening of Financial bid	To be notified at a later date after the Technical evaluation is completed.  Shortlisted Service Providers shall be notified through E-mails/Phone
8	Contact for any queries	United India Insurance Co. Ltd. Regional Office, SCO 123-124, Sector 17B Chandigarh-160017 0172-5039023 and 0172-5039090
9	Period of Contract	12 Months from the Date of commencement of services renewable every year max upto three year.
10	Location for requirement of Manpower	As per requirement of company

Offers are invited for providing manpower from reputed firms/Agencies/Companies having capacity to provide above said manpower. The service providers are advised to study the offer documents carefully before submitting the form. It will be presumed that the firms/agencies/companies have considered and accepted all the terms and conditions. No enquiry what so ever verbal or written shall be entertained in respect of acceptance/rejection of the offer.

#### Notes:

- 1. OFFER MUST BE UNCONDITIONAL.
- 2. Cutting/Overwriting if any, in the figures of the offer documents is required to be clarified/indicated in words, duly signed, failing which the offer will be rejected.

- 3. The price shall be filled up both in figures and in words. No overwriting or use of correction fluid shall be accepted. Any correction shall be legible and signed by the authorized signatory.
- 4. Deviation of any kind "Is not" to be quoted in the bid. Such deviations shall not prevail.
- 5. All offer documents should essentially be signed and furnished.
- 6. UIIC reserves the right to amend or withdraw any of the terms and conditions contained in the Tender document or to reject any or all tenders without giving any notice or assigning any reason. The decision of the UIIC in this regard shall be final and binding.

# SECTION-III INSTRUCTIONS TO THE BIDDERS

# **Scope of Services:**

The Scope of Services is given in Section IV.

#### Site Visit:

The bidder is advised to visit the premises to get the on site assessment of the work on any working day (excluding Saturday, Sunday and any Government holiday(s) during office hours by taking permission and acquaint himself with the operational system prior to the submission of the tender documents. The costs of visiting shall be borne by the bidder.

#### **Clarifications:**

- In case of any clarification regarding terms and conditions and scope of work,
  Bidders may contact on GA Deptt. United India Insurance Co. Ltd., Regional Office,
  Chandigarh latest by 5 days prior to last date of bid submission. The same shall be
  clarified and by issuance of corrigendum. Queries if any, received after the due date
  and time shall not be entertained and no clarification shall be provided for the same.
- Administration charges quoted by the Service provider would be fixed for the period
  of contract and any statutory increase in Minimum Central Wages Act as prescribed
  under the notified minimum wages as per Central Government Guidelines for Skilled
  and Semi-skilled and variable DA as notified by Ministry of labour & Employment
  from time to time will be borne by UIIC.

#### **Eligibility Criteria:**

- a. The eligibility criteria for the participating Firms /Agencies/Companies:
- b. The firm/agency/company should have a valid registration under the respective Act and should be in conformity with all the laws as relevant/applicable.
- c. The firm/agency/company should be registered as a company under companies Act 1956 / 2013 or as a Partnership (including Limited Liability partnership) under The Partnership Act, 1932 or State Shop & Commercial Establishment Act; as the case may be and should be in existence as such entity for not less than three

years as on the issue of tender document as a company or firm as the case maybe.

- d. Bidders to furnish self attested copy of certificate of incorporation in respect of the applicant organization issued by the Registrar of companies or a partnership deed duly registered under the partnership Act/Registration Certificate under relevant law.
- e. Self attested copies of work order to be furnished in support of experience in doing similar nature of works as on 31.12.2021.
- f. Bank account should be in the name of the bidding company/firm. Latest Extracts of the bank account duly certified by the bank containing transactions for past three month should be submitted.
- g. Should have valid PAN & GST registration number (Attested copies to be submitted)
- h. Should be registered with appropriate authorities/law and Establishment Act Employees Provident Fund, Employees State Insurance Act, Private Security Agencies (Regulation) Act (PSARA) and the Contract Labour (Regulation and Abolition) Act, (Attested copies to be submitted for Employees Provident Fund Registration letter/certificate, Employee State Insurance Registration Letter/certificate, Labour license under the Contract Labour (Regulation & Abolition) Act, License under Private Security Agencies (Regulation) Act as the case may be.)
- i. It should submit an undertaking with the technical bid to the effect that the firm has not been black listed by any of the Departments/Organizations of the Government of India and no criminal cases are pending against them on the date of submission of the bid (Prescribed Performa as per Annexure-E) fully complying to the statutory provisions.
- j. The service provider should have at-least two completed contracts with any Public Sector Banks / Insurance Companies, and should have been rendering services at any such institutions. Minimum annual Turnover should be at least one Crore.

- k. The service provider should be complying with the Minimum Wages Act of the Government of India for wage payments.
- I. The Company/Agency/Firm should submit the duly signed copy of bid terms and conditions of the tender as an acknowledgment that the same are duly accepted.

# Inspection:

Inspection of premises where housekeeping service is being provided presently shall be carried out by UIICL.

### **Tender Validity**

The validity period of the bid will be **90 days** from the date of opening of tender documents,

# **Bid Security/Earnest Money Deposit (EMD)**

- a. The interested bidders may submit the tender document complete in all respects alongwith Earnest Money Deposit (EMD) of Rs. 50000/-(Rupees Fifty thousand only) in the form of a Demand draft from a scheduled bank in favour of "United India Insurance Company Limited" payable at Chandigarh.
- b. The registered companies/firms who have obtained NSIC certificate issued by Government of India for providing House keeping services are exempted from submitting EMD.
- c. Any Tender not accompanied by EMD unless exempted as stated in the "point b " above, shall be summarily rejected and not considered at all.
- d. EMD amount of the unsuccessful bidders will be returned to them without interest on completion of the bid process.
  - e. The successful bidder has to deposit Rs 2,50,000/- as Security Deposit. (Rs.50,000 EMD + Rs.2,00,000/- Total 2,50,000/-), Which will be returned after the completion of the contract period. no interest shall be payable on security money. The security deposit will be forfeited if any of the conditions of the contract are contravened besides any action taken against the

contractor or for breach of conditions of contract. The Security Deposit will not carry any interest.

- f. EMD amount submitted shall be forfeited if the bidder withdraws his bid during the validity period of Tender. Bid security of the successful bidder shall be forfeited if the successful bidder refuses or neglects to execute the contract within the time frame specified by the Department.
- g. If at any stage, any of the information/declaration given by the Company/Agency/Firm is found false, the bid security will be forfeited.
- h. In case of any lapse/default in honoring of the terms and conditions at any stage after submitting the offer, the bid security will be forfeited

# **Preparation and Submission of Bids:**

- i. Tenders are to be submitted as per two bid system i.e.- **Technical Bid** and **Financial Bid.**
- j. All entries in the tender form should be legible and filled clearly.
- k. The tender should be typewritten/handwritten and every correction and interlineations in the bid should be attested with full signature by the bidder, failing which the bid will be treated as ineligible. Corrections done with correction fluid should also be duly attested.
- I. All documents/papers should be numbered, signed and sealed by the Bidder on each page.
- m. Technical Bid should also contain all the documents required and EMD as specified.
- n. **Financial Bid** should only contain the Price Schedule duly filled as per format given in **Annexure-D**. No overwriting, corrections, interlineations etc. are permitted in the Financial Bid. If found, bid shall liable to be rejected.
- o. The rates should be quoted for the services to be provided as per instructions given in the tender document and should not be less than Minimum Central Wages Act as prescribed under the notified Minimum Wages as per Central Government

Guidelines applicable . The bids which do not comply with this condition shall be rejected.

- p. The Company/Agency/Firm should submit the duly signed copy of Bid, Terms and conditions of the Tender as an acknowledgment that the same are duly accepted.
- q. Both the bids (Technical and Financial) separately sealed in envelopes superscribing as Technical Bid and Financial Bid, respectively, should be put in a third sealed envelope and should be super scribed as "Tender for Housekeeping Services at UNITED INDIA INSURANCE COMPANY LIMITED (UIIC), Chandigarh.
- r. Sealed Tenders with requisite documents should be addressed to Deputy General Manager, General Administration Department, UNITED INDIA INSURANCE CO.LTD, Regional Office, SCO 123-124, Sector 17-B, Chandigarh 160017 and should dropped in tender box kept in the above address.

# **ENVELOPE -1 (TECHNICAL BID)**

The copy of the following documents should be chronologically placed / enclosed with the Technical bid and all the documents should be serially numbered:

- 1. Self attested copy of Valid Registration of No. the Company/Agency/Firm.
- 2. Self Attested copy of PAN Card No. under Income Tax Act.
- 3. Self attested copy of GST Registration Number.
- 4. Self Attested copy of Provident Fund code allotment letter.
- 5. Self Attested copy of ESIC code allotment letter.
- 6. Self Attested copy of License under PSARA.
- 7. Latest Extracts of the bank account duly certified by the bank containing transactions for past three months.
- 8. EMD of the specified value in the form of DD/Bankers Cheque.

- 9. Duly filled and signed Prescribed Technical Bid Forms ((Annexure-B & C) &E) along with the Bid Terms.
- 10. Declaration (Annexure-F)
- 11. Certificate regarding completed contracts with PSU Banks / Insurance Companies / Government undertaking.
- 12. Copy of Work order showing experience in doing similar nature of work.
- 13. Copy of Last three years Income tax return.
- 14. Undertaking of the agency confirming the availability of the adequate manpower of requisite qualification and experience for deployment at UIIC offices.

# **ENVELOPE -2 (FINANCIAL BID)**

1. Prescribed Financial Bid Form (Annexure-D)

#### Late Bids:

Tender submitted or received after the closing date and time will not be considered. Please ensure that time lines are adhered to and any bids received later than the specified time and date shall not been entertained.

#### **Opening of Tenders:**

- a. The Tenders shall be opened at the scheduled date, time and venue as mentioned in Tender data by the committee constituted by the UNITED INDIA INSURANCE CO.LTD (UIIC). The Bidders' representative may attend the Tender opening.
- b. The bids shall be opened on the scheduled time and date as mentioned in Section-II at UNITED INDIA INSURANCE CO.LTD(UIIC)'s Office Regional Office SCO 123-124, Sector 17-C, Chandigarh 160017, in the presence of the representative of the House Keeping Service Providers (restricted to one person from the side of each bidder), if any, who wish to be present on the spot at the time.

- c. During the tender opening as above, the envelopes containing Technical Tender shall be opened first. The envelopes containing Financial bids shall be signed by all committee members and kept unopened for opening at a later date.
- d. The date and time of opening of Financial bids shall be informed to all such bidders who qualify in the technical evaluation. The shortlisted bidder's representative may choose to attend the opening of financial bids

#### **Evaluation of Tenders:**

- a. The committee constituted by the UNITED INDIA INSURANCE CO. LTD (UIIC) shall evaluate the Technical Bids with reference to technical requirements and various other criteria given in the Tender Document. All eligibility conditions have to be satisfied on the date of submission of bid and not later.
- b. The bid of the bidders who submit their bid in the proper format and with the required EMD will be evaluated. The bids of the non-conforming bidders shall be rejected without further evaluation. Any conditional bids received shall not be considered and will be summarily rejected in the very first instance without any recourse to the bidder and shall not be evaluated.
- c. UNITED INDIA INUSRNACE CO. LTD (UIIC) may seek such clarification/ document either by E- mail or letter as may be required for it is to satisfy the eligibility of the bidders. Failure on the part of the bidder to submit such information within the stipulated time may entail cancellation of the bid of such bidder.
- d. The technically qualified bids shall be further considered for opening and evaluation of financial bids.
- e. From among the technically qualified bidders, the Bidder quoting the lowest bid amount for the services defined in the Scope of Work shall be considered for award of contract.

### Award of Contract:-

- a. UNITED INDIA INSURANCE CO.LTD(UIIC) may award the contract to the successful bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding document.
- b. UNITED INDIA INSURANCE CO.LTD(UIIC) will communicate to the successful bidder that its proposal has been accepted..
- c. The successful bidder will be required to execute an agreement with UNITED INDIA INSURANCE CO.LTD(UIIC).
- d. Failure of the successful bidder to comply with the requirements of the above clauses shall constitute sufficient grounds for the annulment of the award and forfeiture of bid security (EMD).

# **Security Deposit and Award of Contract:**

- a. The EMD Rs.50000/- of successful bidder will be converted as Security Deposit and in addition bidder has to deposit Rs. 2,00,000/- Total security Deposit will be Rs 250000/-, which be returned after the completion of the contract period. No interest shall be payable on security money. The security deposit will be forfeited if any of the conditions of the contract are contravened besides any action taken against the contractor or for breach of conditions of contract. The Security Deposit will not carry any interest.
  - b. The successful bidder shall execute an agreement on a non-judicial stamp paper of value Rs. 500/- (stamp duty to be paid by the bidder) within 15 days from the date of the intimation from Tender Inviting Authority.
  - c. If the successful bidder fails to execute the agreement within the specified time or withdraw his tender, after the intimation of acceptance of his tender has been sent to him or owing to any other reasons, he is unable to undertake the contract, his contract will be cancelled and the EMD deposited by him along with the tender shall stand forfeited.

d. If the successful bidder is exempted from EMD at the initial tender submission stage, upon receipt of intimation of his selection, shall submit a Demand Draft in favour of UIIC for an amount of Rs.2,50, 000/- (two lac Fifty Thousand only) as Security Deposit, failing which work order will not be released by UIIC

# **Effectiveness and Duration of Contract**

The contract shall come into effect on the date of signing the contract by both the parties. The contract shall be valid for a period of 12 (Twelve Months) months from the date of commencement of services thereafter on renewal basis maximum upto three years.

# **Commencement of Services**

- a. The Service Provider should commence the House keeping service within 5 days of signing of contract or any other date mutually agreed by both the parties, however the same can be further extended with the mutual consent of both the parties.
- b. Service /Administrative charges quoted by the Service Provider would be fixed for the period of Contract and any statutory increase in Minimum Wages Act as prescribed under the notified Minimum Wages as and variable DA as notified by Central Government from time to time will be borne by UIIC. Please note, service/Administrative charges should not be less than the minimum expenses expected to be incurred in connection with engaging the required Personnel, like Uniforms, ID Cards, shoes and other basic accessories etc.
- c. Competent Authority of the UNITED INDIA INSURANCE CO. LTD(UIIC) reserves the right to annul all bids or discontinue this tender process, without assigning any reason at any time prior to signing of agreement with the successful bidder.
- d. Bidder will be bound by the details furnished by him/ her to UNITED INDIA INSURANCE CO.LTD(UIIC) while submitting the tender or at subsequent stage. In case, any of such documents furnished is found to be false at any stage, it would be deemed to be a breach of terms of contract making the bidder for legal action, besides termination of contract.

- e. This document does not constitute nor should it be interpreted as an offer or invitation for the appointment of the House keeping service provider described herein.
- f. This document is meant to provide information only and upon the express understanding that recipients will use it only for the purposes set out above. It does not purport to be all inclusive or contain all the information about the House keeping service provider or be the sole basis of any contract. No representation or warranty, expressed or implied, is or will be made as to the reliability, accuracy or the completeness of any of the information contained herein. It shall not be assumed that there shall be no deviation or change in any of the herein mentioned information on the House keeping Service Provider. While this document has been prepared in good faith, neither UNITED INDIA INSURANCE CO. LTD (UIIC), nor any of their officers or subscribers make any representation or warranty or shall have any responsibility or liability whatsoever in respect of any statements or omissions here from. Any liability is accordingly and expressly disclaimed by UNITED INDIA INSURANCE CO.LTD (UIIC) and any of their officers or subscribers even if any loss or damage is caused by any act or omission on the part of UNITED INDIA INSURANCE CO. LTD (UIIC) or any of their officers or subscribers, whether negligent or otherwise.
- g. By acceptance of this document, the recipient agrees that any information herewith will be superseded by any subsequent written information on the same subject made available to the recipient by or on behalf of UNITED INDIA INSURANCE CO. LTD (UIIC). UNITED INDIA INSURANCE CO.LTD(UIIC) and any of their respective officers or subscribers undertake no obligation, among others, to provide the recipient with access to any additional information or to update this document or to correct any inaccuracies therein which may become apparent, and they reserve the right, at any time and without advance notice, to change the procedure for the selection of or any part of the interest or terminate negotiations or the due diligence process prior to the signing of any binding agreement.

- h. Accordingly, interested recipients should carry out an independent assessment and analysis of the requirements and of the information, facts and observations contained herein.
- This document has not been filed, registered or approved in any jurisdiction.
   Recipients of this document should inform themselves of and observe any applicable legal requirements.
- j. This document constitutes no form of commitment on the part of the UNITED INDIA INSURANCE CO. LTD (UIIC). Furthermore, this document confers neither the right nor an expectation on any party to participate in the proposed Housekeeping service provider selection process.
- k. When any proposal is submitted pursuant to this tender, it shall be presumed by UNITED INDIA INSURANCE CO.LTD(UIIC) that the bidder has fully ascertained and ensured about its eligibility to render service as a Housekeeping Service Provider, in the event of the same being selected ultimately to act as such, under the respective governing laws and regulatory regime and that there is no statutory or regulatory prohibition or impediment to acting as such Housekeeping service provider and it has the necessary approvals and permissions and further suffers no disability in law or otherwise to act as such.
- UNITED INDIA INSURANCE CO.LTD(UIIC) reserves the right to vary/alter/amend the eligibility criteria for the House keeping service provider at any time, in its discretion, before the last date of submission of proposals.
- m. The House Keeping Service providers shall comply with and abide by such directions that UNITED INDIA INSURANCE CO.LTD., (UIIC) may issue from time to time.
- n. The proposal and all correspondence and documents shall be written in English. All proposals and accompanying documents received within the stipulated times shall become the property of UNITED INDIA INSURANCE CO. LTD (UIIC) and will not be returned.

- o. Any matter relating to the appointment of Housekeeping service provider or the procedure for the appointment of Housekeeping service provider shall be governed by the Laws of Union of India. Disputes, if any arising under the said process shall be subject to the exclusive jurisdiction of courts at Chandigarh only.
- p. Housekeeping Material/Equipment to be provided by UNITED INDIA INSURANCE CO. LTD(UIIC).
- q. The agency will be responsible for any indiscipline, damage to equipment, property and third party liabilities caused by acts on part of its deployed manpower at UNITED INDIA INSURANCE CO. LTD (UIIC) premises for housekeeping services.
- r. The agency must provide necessary standard liveries to its housekeeping staff /supervisors with their identity properly displayed. No extra payment shall be claimed from UNITED INDIA INSURANCE CO. LTD (UIIC) for such items.
- s. In the event of any theft/loss of UNITED INDIA INSURANCE CO. LTD (UIIC) property due to established negligence of the agency's deployed manpower, the bidder will make good the loss as decided by UNITED INDIA INSURANCE CO. LTD (UIIC). Decision of UNITED INDIA INSURANCE CO. LTD (UIIC) on the compensation will be final.

# **SECTION IV: TERMS & CONDITIONS**

- 1. The Deputy General Manager, United India Insurance Co. Ltd., Chandigarh, reserves the right to postpone and/or extend the date of receipt / opening of bids or to withdraw the same without assigning any reason thereof.
- 2. The Financial bids of those bidders only would be opened who are found to be eligible based on the Technical bids opened on the stipulated dates by the Tender Committee in the presence of the bidders.
- 3. The said contract will be initially for a period of one year commencing from the date of signing the contract and may further be renewed for two yearly terms on annual basis. However, in normal circumstances the Agreement is terminable by giving one month notice in writing by either party to the agreement.
- 4. The selected Service Provider shall have to deposit a Security Deposit Of Rs 2,50,000/- by way of a Demand Draft to the Company with agreement within 07 days of the given order.(no interest shall be payable on security money.)
- 5. United India Insurance Co. Ltd.(UIIC) reserves the right to reject any bid (including the lowest one) which in its opinion is not responsive or violating any of the conditions/specifications or which is found to be adopting unethical business practices, without bearing any liability or any loss whatsoever it may cause to the bidder in the process.
- 6. Preference may be given to the contractor(s) having valid Quality System Certificate as per ISO 9001:2000 and MSME registrations / UAM, in case of same rates.
- 7. Selection of the bidder would be made after taking all the relevant factors like past performance, credentials, responsible business practices, competency to execute such contracts, credentials of fulfillment of provisions of labour laws with past contracts and above conditions into account together. Mere Lowest rates are not the sole criteria of selection. UIIC is not bound to accept the lowest rates.

- 8. Wages payable shall not be less than the notified minimum wages payment as declared by the Centre Government and amended from time to time.
  - If the Financial bids are having rates quoted less than the statutory rates the same shall be out rightly rejected irrespective of the fact that the said bidder has qualified in the Technical bid.
- 9. Without affecting the sanctity of the above criterion UIIC has power to relax any condition of eligibility criteria qualifying the bid(s) based on merit of each case and the situation so warrants in the interest of work of UIIC.
- 10. The selected Service Provider shall not engage any sub-agency or transfer the contract to any other Company/person/firm/agency in any manner. The company /agency/firm shall not be permitted to transfer their rights and obligations under the contract to any other Company/person/firm/agency or otherwise.
- 11. Service Provider not conforming to the requirements of the United India Insurance Co.

  Ltd. will be rejected and no correspondence there of shall be entertained, whatsoever.
- 12. The Service Provider shall indemnify United India Insurance Co. Ltd against all other damages/charges and expenses for which this United India Insurance Co. Ltd may be held liable or pay on account of the negligence of the Service Provider or his staff or any person under his control whether in respect of accident, injury to the person or damage to the property of any member of the public or any person or in executing the work or otherwise and against all claims and demand thereof.
- 13. United India Insurance Co. Ltd shall not be responsible financially or otherwise for any injury to the engaged persons deployed by the Service Provider during the course of performing duties.
- 14. The rate contract for providing manpower shall be valid initially for one year from the date of issue of work order and United India Insurance Co. Ltd reserve the right to extend the validity of contract on mutual consent on the same rates and terms & conditions for a maximum of one more year upon the satisfactory functioning of the service provider. During the period of contract and extension, the service charges will

- not be revised. The contract shall be automatically expire at the end of one year unless extended further by the mutual consent of the contracting agency and UIIC.
- The bidder has to provide the housekeeping, driver, security personnel at various offices under Regional Office, Chandigarh as mentioned in **Annexure-A** (**Presently 40 Personnel at various Offices**)
- 16. The Service Provider shall not employ any person below the age of 18 years and above the age of 60 years.
- 17. All the Housekeeping services will be provided for six days a week in Regional Office and five days in operating offices.
- 18. The staff deployed by the agency shall be required to work for six days a week from Monday to Saturday from 08.00 am to 4:30 pm with half an hour lunch break. The manpower may also be called upon to perform duties on Sunday and other holidays occasionally, if required.
- 19. The agency is fully responsible for obtaining licenses, workmen compensation insurance of employees, transportation, payment of salaries/wages to all concerned in respect of this contract and the UNITED INDIA INSURANCE CO. LTD (UIIC) will not be responsible in any manner.
- 20. It shall be the responsibility of the agency to issue the photo/identity card to the workers and maintain the master roll, the wages register and other registers as per applicable law. The agency must comply with the applicable Labour and Industrial Law and produce the same record as and when demanded by UIIC.
- 21. The agency shall replace within twenty four hours any of its personnel, if they are unacceptable to the Company because of security risk, incompetence, conflict of interest and breach of confidentiality or frequent absence from duty/misconduct on the part of the Housekeeping personnel deployed by the agency, upon receiving written notice from the Company. Notwithstanding the above, the Company shall have the right to ask to change /replace the personnel at any point of time without assigning any reason.

- 22. UNITED INDIA INSURANCE CO.LTD (UIIC) shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the agency.
- The agency shall be responsible for any damages done to the property of the UNITED INDIA INSURANCE CO. LTD (UIIC) by the personnel so deployed. UNITED INDIA INSURANCE CO. LTD (UIIC) will be free to recover it from the security deposit given by the agency or from any other dues or recover as per law.
- 24. The agency's personnel working in the UNITED INDIA INSURANCE CO. LTD (UIIC) should be polite, cordial, positive and efficient while handling the assigned work and their actions should promote good will and enhance the image of UIIC. The agency shall be duty bound to deploy properly trained, courteous and well mannered personnel to the offices. The service provider shall be solely responsible for any act of indiscipline on the part of persons deployed by them. The agency shall ensure that the persons deployed are disciplined and shall refrain from consumption of alcoholic drinks, pan, gutkha, smoking, loitering and shall not engage in gambling, satta or any immoral act.
- 25. The Housekeeping staff deployed by agency in the UNITED INDIA INSURANCE CO. LTD. (UIIC) shall not claim any benefit, compensation, absorption or regularization of their services in the UNITED INDIA INSURANCE CO.LTD (UIIC). The agency shall have to obtain an undertaking from the deployed persons to the effect that the deployed person is the employee of the agency and shall submit the said undertaking to UNITED INDIA INSURANCE CO.LTD (UIIC). In the event of any litigation on the status of the deployed persons, UNITED INDIA INSURANCE CO. LTD (UIIC) shall not be a party to such proceeding. However, if UNITED INDIA INSURANCE CO.LTD (UIIC) is made a party to such dispute, the agency shall take all steps to protect the interest of UNITED INDIA INSURANCE CO.LTD (UIIC) and the agency shall reimburse the expenditure that would have been borne by UNITED INDIA INSURANCE CO.LTD. (UIIC) to defend itself, if so required.
- 26. The Service Provider shall comply with all the statutory provisions as laid down under various Labour Laws/Acts/ Rules in force from time to time at his own cost. In case of

violation of any such statutory provisions under Labour Laws or any other law applicable by the Service provider, there will not be any liability on the United India Insurance Co. Ltd.

- 27. The prices quoted should be duly filled in under each head as per Annexure–D.
- The contractor shall bear all expenses regarding uniforms, preparation of their Identity card, compensations, wages and allowances (DA), PF, ESI, Bonus and Gratuity as applicable relating to personnel engaged by him and abide by the provisions of various labour legislations including weekly off and working hours. The Contractor shall pay the wages to the personnel on or before the 7th day of every succeeding month, irrespective of delay in payment of Bill by the UIIC for whatever reason.

  Wages payable shall not be less than the minimum wages payment as declared by the Centre Govt and amended from time to time.
- 29. The Contractor shall submit workers EPF number and proof of submission of EPF, ESI etc as applicable every month for the previous month along with the monthly bill (location wise) with respect to employees deployed by him at UIIC. The manpower agency shall specifically ensure compliance of various Labour Laws/Acts including but not limited following to with the and their reenactments/amendments/modifications:

The payment of wages Act 1936

The Employees Provident Fund Act, 1952

The Factory Act, 1948

The Contract Labour (Regulation) Act, 1970

The Payment of Bonus Act, 1965

The Payment of Gratuity Act, 1972

The Employees State Insurance Act, 1948

The Employment of Children Act, 1938

The Minimum Wages Act, 1948

- 30. If the Contractor wishes to replace any of the personnel, the same shall be done after prior consultation with the UIIC. The full particulars of the personnel to be deployed by the contractor including the names and address shall be furnished to the UIIC along with testimonials before they are actually deployed for the job.
- That Contractor's authorized representative (Owner/Director/Partner/Manager) shall personally contact Head of the UIIC or the office in charge of Administration at UIIC at least once a month to get a feedback on the services rendered by the contractor vizar-viz corrective action required to make the services more efficient.
- 32. The contractor shall appoint a person who will represent the contractor in any services
- 33. In the event of contract personnel being on leave/absent, the contractor shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities, the contractor shall make provision for leave reserve; Failure on this account shall attract penalty of Rs.500/- per day per person who is found missing / absent from duty payable by the Contractor for such absence.
- 34. The contractor shall arrange to maintain the daily shift-wise attendance record of the contract personnel deployed by him. This attendance record is to be submitted every week to UIIC with an attested photo- copy of the attendance record of the personnel to which it pertains. The attendance record shall be produced for verification on demand by the UIIC at any other point of time.
- 35. The contractor shall, on demand by UIIC, produce all such records / documents / returns for inspection as UIIC deems fit for ensuring proper compliance towards the provisions of applicable Acts / Rules / Laws is being done by the contractor.
- 36. The contractor should obtain a Licence from the Jurisdictional Labour Commissioner to engage the Contract labour/personnel as per Contract Labour (R&A) Act within a period of one month from the date of award of contract by the UIIC.

- 37. The contractor shall ensure that the payment of wages to his workmen deployed for carrying out his contractual obligations shall not be less than the minimum wages prescribed by Centre Govt., and such minimum wages shall be the higher between the Centre/ State Govt. notified minimum wages, from time to time, as applicable during the contract period.
- 38. The wages shall be paid to workmen without any deduction except those under the payment of Wages Act and Minimum wages Act or any other applicable law.
- 39. The Contractor should ensure that his workmen are granted Holidays/Leave with wages as per applicable Act/Rules.
- 40. The UIIC reserves its rights to withhold bills, if the contractor fails to produce proof for having remitted the ESI/PF or any other statutory dues.
- 41. The contractor must get police verification of all his personnel employed at UIIC and submit the report to this office along with voter IDs, and other valid proof of residence and qualifications. The Contractor has to submit the attested photocopies of his voter ID, PAN, residential address, educational qualifications etc.
- 42. If any of the personnel of the contractor indulges in theft or any illegal/irregular activities, misconduct, the contractor will take appropriate action as per law and rules against its erring personnel in consultation with this office and intimate the action taken to this office. Such personnel, who indulge in such type of activities, should not be further employed in this office by the contractor in any case.
- 43. Whenever there is a duplication of clause either in the terms and conditions or in the agreement, the clause which is beneficial to the UIIC will be considered applicable at the time of any dispute/following any statutory rules.
- The contractor shall appoint at least one Supervisor on his behalf to coordinate with UIIC and supervise the work done by the personnel deployed to the satisfaction of UIIC. The details of the Supervisor shall be provided separately to UIIC before commencement of the work and any change shall also be duly intimated.

- 45. The contractor shall ensure that there is no scope for any grievance from the personnel deployed by him on account of delayed payment of wages.
- 46. The agency's personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative/organizational matters as all are of confidential nature.
- 47. The agency shall raise the bill separately for each location, in duplicate, along with attendance sheet duly verified for actual shifts manned/operated by the personnel deployed by the agency and submit the same to respective office of UNITED INDIA INSURANCE CO.LTD(UIIC). The following schedule will be adhered to:
  - Monthly bill cycle will be from 1st day of the previous month to last day of the month.
  - b. Monthly bill as per above cycle, will be submitted by the party of the second part in the first week of the following month. Separate bill shall be raised by the party of the second part and to be submitted separately at respective office.
  - c. The party of the second part must ensure that the entitled wages of the workers are credited to their bank account by 7th of the following month. The party of the second part will not be given any relaxation in this regard.
  - d. While submitting the bill for the next month, the party of the second part must file a certificate duly certifying the following:
- 47.d.i. Wages of workers were credited to their bank accounts on\_\_\_(date).
- 47.d.ii. ESI Contribution relating to workers amounting to Rs.\_\_\_\_\_was deposited on (date) (Copy of the challan and contribution history enclosed).
- 47.d.iii. EPF contribution relating to workers amounting to Rs.\_\_\_\_\_was deposited on (date) (Copy of the challan and ECR enclosed).
- 47.d.iv. He is complying with all statutory regulations including the payment of the Notified Minimum Rates of the Wages of Government.

- 48. No advance payment will be made. Payment will be reimbursed on monthly basis after satisfactory completion of work.
- 49. Proof of challan / receipt for the payment made towards wages to each employee should be furnished to this office along with the monthly charges bill to be submitted for reimbursement. In case this office receives any complaint regarding non-payment of wages to any personnel the amount payable to these personnel will be recovered from contractor's bill and paid to such personnel.
- 50. The contractor shall strictly comply with the provisions of the Employee Provident Fund Act, 1952 and the provisions of Employees' State Insurance Act, 1952. The contractor shall deposit Employees and Employer Contributions in the designated account with the designated authority every month. The contractor shall furnish along with each running bill, the challan / receipt for the payment of Provident Fund and ESI made on account of the workers for the preceding month together with their ESIC Ins. No. / EPF subscriber No.
- 51. UIIC shall pay to the contractor only the minimum wages, as per the contract, on monthly basis and any other payments such as PF/ESI/Service Tax etc. would be made only after submission of proof of payment by the contractor to the concerned statutory authorities/accounts.
- The agency shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to UNITED INDIA INSURANCE CO. LTD (UIIC) to the concerned tax collection authorities from time to time as per prevailing rules and regulations in the matter.
- 53. The DGM United India Insurance Co. Ltd. Reserves the right to terminate the contract of time without assigning any reason by giving a notice of 15 days to the Service Provider at any point during any of the years of the contract.
- 54. The Service Provider shall at any time allow United India Insurance Co. Ltd. / their Officials or their authorized representatives or any members of the IRDAI to:

- a. Examine the books, records, information, systems and the internal control environment to the extent that relate to the service being performed.
- b. Access any internal audit reports or external audit findings that concern the service being performed.
- 55. All the disputes shall be subject to Chandigarh Jurisdiction.

#### 56. AGREEMENTAND SECURITY DEPOSIT

- a. The Selected Service Provider shall furnish agreement on non-judicial stamp of denomination Rs 500/-borne by them; in a prescribed form at within 7days from the date of issuance of work order. Format of Agreement will be provided by United India Insurance Co. Ltd. Regional office, Chandigarh.
- b. The Selected Service Provider may convert/merge the EMD in to total Security Deposit. Of Rs.2,50,000/-
- c. No interest will paid on the Security Deposit amount.

Note: These terms and conditions are part of the Contract/Agreement as indicated in the Agreement between UIIC and the Agency and any non-compliance shall be deemed as breach of the Contract/Agreement.

# **SECTION V : SCOPE OF WORK**

For performing day to day housekeeping activities at Regional Office Chandigarh, Haryana, Himachal Pradesh and Jammu and Kashmir, requires housekeeping personnel as per company norms and Minimum wages Act. The successful agency shall ensure that the said operating offices are to be kept in a perfect state of cleanliness and hygiene at all times to the entire satisfaction of the United India Insurance Company limited.

# **Housekeeping Services:**

The manpower so placed under the above head shall be engaged for Housekeeping work at different offices. Housekeeping services will be comprehensive in nature relating to all areas within the premises and shall include the following:

- Sweeping, Vacuum cleaning/ cleaning and wiping of floors of different types, staircases, corridors, lifts and lobbies. Cleaning activity shall start in the morning at 8 AM so as to complete all the dusting/cleaning/moping work before 9:00 AM.
- Cleaning and dusting of entire furniture, partitions, wooden cabin walls, railings, doors, blinds, windows, computers, telephones, curtains, photocopiers, signage's etc. with dry/wet cloth, feather brush and duster.
- Thorough cleaning and scrubbing of toilets, wash basins, sanitary fittings & mirrors and toilet floors. Cleaning and disinfecting all vitreous fixtures including toilet bowls, urinals, sinks, toilet seats, containers.
- Dirty glasses/cups/bottles should be removed immediately from conference/meeting rooms/cabins and work stations. Conference room /meeting rooms/discussion rooms to be checked on regular intervals/call basis. Water bottles, tea cups, paper plates, crockery etc to be cleared regularly so that the area never looks dirty. Tables, cabinets, switch boards, white boards, doors, doors and partition etc should be cleaned everyday.
- Shifting of furniture and other items from one floor to another or within the floor as and when required by the administration department.

- Removal of waste papers and any garbage and blockage/choking from the entire area covered under the tender (two times daily and as and when required.
- Arrangement/cleaning of underwriting & claim files.
- Any other work assigned by UIIC.

# **Security Guards:-**

- The security Guards / Supervisor engaged should be working as per the guidelines/instructions given time to time with good health and physic having no disability and bad habits, should be sane and well behaved, should be able to keep records of events. Copy of discharge book / police verification of all guards to be submitted. The person should be preferably below 50 yrs of age.
- All persons should be Police NOC as this is a mandatory requirement.
- The Endeavour of the agency should be to provide all ex-servicemen as the staff / guards.
- Sufficient manpower/Reliever should be planned to take care of leaves /weekly offs.
- Weekly offs should be given to all staff/guards.
- Sufficient uniforms should be provided to each guard for cleanliness.
- Any guard /supervisor if found involved in malpractice, breach of security must be dismissed without any notice.
- Uniforms, Safety Shoes, Gumboots, Torch, Rain Coats, Umbrellas, bicycles etc. and other accessories required for security should be arranged by the contractor.
   No payment shall be made by Company on this account. Basic amenities like furniture, sitting place lighting etc. shall be provided by Company.

- To prevent unauthorized persons getting entry in office premises. Maintain visitors and staff movement records as may be directed by Company representatives from time to time.
- To assist in fire-fighting, lift out of order or any other kind of emergencies.
- To lock all the doors of the building after office hours and during office hours for those premises which are not in use.
- The security guard should not allow the movement of any unauthorized persons
  /materials inside the premises without the valid gate pass/permission issued by the
  authorized officer of Company.
- To ensure that no hawkers or vendors are allowed into the premises without permission.
- The security guard should have a working knowledge of English, Hindi, Punjabi and should be able to read and understand documents etc.
- To Ensure and maintain uninterrupted power supply in the premises, to ensure proper fuel in the Genset and to bring and fill the fuel from the prescribed petrol station.

# Responsibilities

- Protect company's property and staff by maintaining a safe and secure environment
- Observe for signs of crime or disorder and investigate disturbances
- Act lawfully in direct defense of life or property
- Apprehend criminals and evict violators
- Take accurate notes of unusual occurrences
- Report in detail any suspicious incidents

- Patrol randomly or regularly building and perimeter
- Monitor and control access at building entrances and vehicle gates
- Any other duty as assigned by the authorized representative of the company

# Caretaker / Helper:-

#### Skills:-

- the ability to use initiative
- to be thorough and pay attention to detail
- patience and the ability to remain calm in stressful situations
- sensitivity and understanding
- the ability to accept criticism and work well under pressure
- ambition and a desire to succeed
- excellent verbal communication skills
- customer service skills
- to be able to carry out basic tasks on a computer or hand-held device
- courteous, supportive and helpful to the guests

# Responsibilities:-

- carrying out day-to-day maintenance, cleaning and minor repairs
- maintain cleaning and hygiene at the premises
- security of all the equipment, furniture and other items owned by the company at the premises

- cooking and serving food to the guests as per the rates and guidelines specified by the company
- bringing raw materials like flour, rice, vegetables for cooking at guest house at his own cost
- supervising the helper
- informing the office for whitewash/repairs and maintenance of the building
- making sure that heating, lighting and alarm systems are working properly
- making sure that doors and windows are locked when the building is not in use
- checking the premises to guard against vandalism or break-ins
- opening up the building in the morning and locking it at the end of the day
- arranging chairs and tables for meetings and clearing away afterwards
- informing for requirement of fuel, cleaning materials, new equipment and furniture
- taking bookings if rooms in the building are available as per instructions of supervising office
- paying of bills related to electricity, telephone cable ,gas etc. Well in time,
   maintaining the receipts and reimbursement may be claimed for the same
- maintaining guest register, collecting payment for stay from the guests as per company guidelines, maintaining records of receipts for bills collected from the guests and depositing the amount to office in stipulated time as per instructions
- maintaining ID proof records of visitors/guests
- maintaining asset register for the guest house
- adhering to the instruction given by the concerned department time to time

- to keep the premises safe fro stray dogs and stray animals.
- any other work as specified by the department

The scope of work of helper is to assist the caretaker in day to day work.

# **ANNEXURE-A**

Sr. no	Manpower / Lo- cation	Security/ Guard/Driver	Caretaker	Housekeeping	Helper (un- skilled worker)
1		3 S. Guard and	_		
	RO Chandigarh,	1 driver	1	10	1
2	Haryana			14	
3	Himachal Pradesh			2	
4	J & K			8	
5					
6					
7					
8					
9					
	Total (40)	4	1	34	1

# **ANNEXURE-B**

# UNITED INDIA INSURANCE COMPANY LIMITED REGIONAL OFFICE, SCO 123-24, SECTOR 17B, CHANDIGARH 160017

# **TECHNICAL BID**

1	Name of the Agency/Firm/Company	
2	Status of the Agency/Firm/Company (Partnership / Pvt. Ltd./ Limited Company as the case may be )	
3	Registered Office Address	
4	Year of Establishment with Regn. No. and Date (copy of Trade License/Valid Registration No. of the Company/Agency/Firm be enclosed)	
5	Name of other organizations with whom the agency has business dealings (If space is insufficient, attach separate sheet)	
6	PAN No. (Documentary evidence to be Submitted):	
7	GST Regn. Certificate (documentary evidence /undertaking to be submitted). Should be registered under relevant act/ Shops & Establishment Act, EPF, ESIC & Contract Labor (Regulation& Abolition Act) (documentary evidence/undertaking to be submitted). Professional Tax registration/Labour welfare Fundregistration copy be enclosed (if applicable)	
8	a) Name & Address of theBanker(s).: b) Account No.: c) IFS Code: Name of the contact person (s) and Telephone No. (s), including cell phones, During / beyond office hours.: Bank account should be in the name of bidding company /firm.  Latest Extracts of the bank account duly certified by the bank containing transactions for three month	
9	Details of Bank Draft / P.O. for EMD :	

10	Name and Address of Bank DD/PO No. &Date Amount	
11	Should not have been black listed. ( Refer to eligibility criteria and attach the required )	
	Should have atleat two running contracts with Any PSU/Government Undertaking. And annual turnover should be atleast 1.00 Crore (Refer to eligibility criteria and attach the required)	

DATE PLACE SIGNATURE WITHSEAL

# **ANNEXURE-C**

\_\_\_\_here by submit offer to the

# UNITED INDIA INSURANCE COMPANY LIMITED REGIONAL OFFICE, SCO 123-24, SECTOR 17B, CHANDIGARH 160017

# **Declaration**

That We \_\_\_\_\_ are the authorized Manpower providing agency

company to enter into a contract for the providing man power on contract for total contract

	period including extension if any.						
•	That we are well acquainted with the facts about the firm and the information provided in the forms found true and correct.						
•	We may be punished as per law for any wrong information, misleading facts provided in the form besides rejection my/our tender.						
•	In case any dispute the Jurisdiction will be Chandigarh only.						
•	We carefully read the general and specific terms and conditions for providing manpower for the period from date of signing agreement to Contract period and we solemnly declare that the terms & conditions are acceptable to us & binding onus.						
	Place: Signature Date: (with seal & stamp)						
	Name:						
	Capacity in which sign:						

Full address:
---------------

# UNITED INDIA INSURANCE COMPANY LIMITED REGIONAL OFFICE, SCO 123-24, SECTOR 17B, CHANDIGARH 160017

## **ANNEXURE-D**

## **FINANCIAL BID**

 For providing Housekeeping service at United India Insurance Company limited Financial bids are invited from agencies/Firms/Companies for providing manpower as per the requirement specified below: (Monthly wage rate is as per notified minimum wages under Minimum Wages Act of Centre Government of India. Taxes as applicable will be reimbursed as shown in the invoice.)

Sr. no	Manpower	No. of per- son re- quire	Wage s per per- son per day (in Rs.)	EPF	ESI	Bonu s	Contrac- tor profit (service charge)	Taxes , if any	Total wages per person per month (in Rs.)
1	Security Guard	3							
2	Caretaker (Guest House)	1							
3	Helper (unskilled worker)(Guest House)	1							
4	Housekeeping	34							
5	Driver	1							

Place:	Signature
Date:	Name:
	Capacity in which sign:

Full address with seal and stamp:

\* Service charges should not be less than the minimum expenses expected to be incurred in connection with engaging the required personnel like Cost of Insurance, sets of uniforms, ID card, Shoes, accessories etc.

# **27 ANNEXURE-E**

# UNDERTAKING

It is certified that Our firm/agency/company has	never been <b>blacklisted</b> by any of the
departments / Autonomous Institutions / Universition	es / Public Sector Undertakings of the
Government of India or Public Sector Banks or Local B	odies/Municipalities and no criminal case is
pending against the said Company/firm/agency as on the	nis date of signature, i.e
Place	Signature
Date:_//2021	Name of the Signatory
	Name of the Company/Firm/agency with seal

# **ANNEXURE-F**

# UNDERTAKING

It is certified that my firm / agency / company having capacity to provide the manpower as mentioned in the Tender Document.

Place		Signature
Date:_/	/2021	Name of the Signatory

Name of the Company/Firm/agency with seal

(To be made on Rs 500.00 Non Judicial Stamp Paper)

# **Draft Agreement for Outsourcing Services**

THIS AGREMENT made atand between	on this	day of	2021 by
United India Insurance Company Limit registered office at 24 Whites Road at Chandigarh through its RM/DGM here shall unless repugnant to the subject assigns of the <b>FIRST PARTY</b> .	Chennai and Req	gional Office SCO 123 as the "First Party"	-124, Sector 17-B which expression
	AND		
M/s having hereinafter referred to as the "Secon repugnant to the context, its execu SECOND PART.	d Party" (which	expression shall alwa	ys include unless

WHEREAS the First Party is engaged in the business of INSURANCE/.

**WHEREAS** the Second Party is engaged in the business of providing outsourcing services.

WHEREAS the Second Party has expressed their keen desire to provide the said services to First Party under this Agreement. The Second Party has also represented that they have necessary infrastructure, manpower and experience in the above area and they possess the financial capabilities to perform the above function and such other functions may be assigned to them under this Agreement by the First Party from time to time.

**WHEREAS** the aforesaid representation made by the Second Party to the First Party, the Parties hereby enter into this agreement to provide the agreed services on the terms and conditions appearing hereinafter.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES AS UNDER

## 1. OBLIGATIONS OF THE SECOND PARTY

- a. The Second Party shall operate and provide outsourcing services personnel to the First Party at its various sites on 6 days a week at RO and 5 days a week in operating offices from 8 a.m to 4.30 p.m.
- b. The regularity of the performance of the service will be essence of this agreement and shall form a central factor of this agreement. The Second Party shall take all the possible steps to ensure to maintain its performance as determined by the First Party from time to time.
- c. The assessment made by the First Party regarding the quality and efficiency of the services and as to how many personnel of various descriptions are required to provide / give the required quality if security services, Housekeeping, Driver for pool car and caretaker at any given place, premises or part thereof, shall be final and acceptable by and binding on the Second Party and the services shall be provided accordingly.
- d. The Second Party shall provide the security services (watchman), Housekeeping Services and Driver for pool car services at the demised premises by deploying its well trained and experienced personnel in such numbers as may be instructed as per the assessment made by the First Party as to how many personnel can provide the required quality of services at a given place for a given job.
- e. If the First Party notices that the personnel of the Second Party has/have been negligent, careless or on fault in rendering the said services, the same shall be communicated immediately to the Second party who will devise corrective steps immediately to avoid recurrence of such incidents and report to the First Party its action plan. The condition (d) superseded the condition (e) when and where the first party finds that there is no necessity to serve the notice or to specify any reason to the Second Party and the manpower needs to removed / replaced immediately.
- f. If any personnel of the Second Party indulges in theft, negligence or any illegal / irregular activities, misconduct, the Second Party will take appropriate action against its erring personnel and intimate accordingly to the First Party.

- g. The Second Party shall keep liaison with the Police / Local Authorities and Fire Brigade in order to get timely assistance from them in case of emergency.
- h. The Second Party shall not engage any sub-agency or transfer the contract to any other Company/person/firm/agency in any manner. The Second Party shall not be permitted to transfer their rights and obligations under the contract to any other Company/person/firm/agency or otherwise.
- i. The Second Party not conforming to the requirements of the First Party, the this agreement will terminated and no correspondence there of shall be entertained, whatsoever.
- j. The Second Party shall indemnify United India Insurance Co. Ltd against all other damages/charges and expenses for which this United India Insurance Co. Ltd may be held liable or pay on account of the negligence of the Second Party or his staff or any person under his control whether in respect of accident, injury to the person or damage to the property of any member of the public or any person or in executing the work or otherwise and against all claims and demand thereof.
- k. The Second Party shall be readily available as and when required to solve or attend any matter, dispute or complaint if any arising out of services being rendered by the contractor under this agreement.
- I. The Second Party is fully responsible for obtaining licenses, workmen compensation insurance of employees, transportation, payment of salaries/wages to all concerned in respect of this agreement and the UNITED INDIA INSURANCE CO. LTD (UIIC) will not be responsible in any manner.
- m. The Second Party warrants that all services under the agreement shall be performed in strict compliance with all the applicable laws including but not limited to the Minimum wages, The Employees State Insurance Act, The Employees Provident Fund and Miscellaneous Provisions Act, Payment of Bonus Act, The Contract Labour (R&A) Act. Further Second Party Shall also duly comply with the order, notifications, rules, regulations, legislation of the Central and the Sate Government pertaining to the execution or performance of the services under this Agreement.

- n. The Second Party shall, on demand by the First Party, produce all such records / documents / returns for inspection as the First Party deems fit for ensuring proper compliance towards the provisions of applicable Acts / Rules / Laws is being done by the Second Party.
- The Second Party shall be abiding by all the terms and conditions of the Tender documents in addition to this agreement.

## 2. Terms of Payment

- a. The First Party shall pay the Second Party the service charges at the rate of \_\_\_\_\_ for the services rendered on reimbursement basis. The said amount shall be calculated by taking into account the number of hours / days worked by the personnel of the Second Party during the month. The Second Party shall be responsible for confirmation of working hours/days by the personnel deputed by the Second Party form the First Party before submission of bills and if any remunerations made to the manpower by the Second Party for the hours/days when the personnel deputed by the Second Party has not worked the Second Party shall be responsible for such payments.
- b. All payments made by the First Party shall be after deduction of tax at source (TDS) wherever applicable as per the provisions of The Income Tax Act, 1961.
- c. The Second Party, being the employer in relation to person engaged / employed by it to provide the services under this arrangement shall alone be responsible and liable to pay wages / salaries to such persons which in any case will not be less than in accordance with the minimum wages as fixed or prescribed for the category of workers employed by it from time to time or by the state government and / or any authority constituted by or under any law.

## 3. Submission and verification of bills

The Second Party shall submit on monthly basis the bills for the services rendered to enable the First Party to verify and process the same.

## 4. Reporting Time and Place

- a. The personnel of the Second Party shall provide the requisite series on an 8 hours working shift for 7 days or as the First Party may require from time to time. Such persons shall be stationed at the designated sites and shall report to the officer of the First Party during such working hours till the expiry of this agreement and shall perform their duties with full sincerity and dedication on the terms and conditions mentioned in this agreement.
- b. The services rendered by the Second Party under this agreement shall be under close supervision, co-ordination and guidance of the First Party. Second Party shall frame appropriate procedure to taking immediate actions as may be advised by the First Party from time to time.
- c. The Second Party shall decide the modus operandi as to engage men/machine by it for rendering proper and efficient services and to conform to its prescribed standard of hygiene.

## 5. Discipline

- a. The Personnel of the Second Party shall always be tidily dressed in the uniform supplied by the Second Party at its own cost. The pattern of uniform to be supplied by the Second Party will be of a different pattern than as given by the First Party to its employees. Further, the Second Party shall issue identity cards, on its own name and trading style, to its personnel deputed for rendering the said services, which at the First Party's option, would be subject to verification at any time. The First Party may refuse the entry into its premises to any personnel of the Second Party not bearing such identity card or not being tidily dressed.
- b. No personnel of the Second Party shall leave the demised premises where they have been deployed without the permission of the Second Party.
- c. The First Party shall always have the right and liberty to do surprise inspection at its sites.
- d. The services rendered by the Second Party under this Agreement will be under close supervision, co-ordination & guidance of the First Party. The Second Party shall frame appropriate procedure for taking immediate action as may be advised from time to time.
- e. It is understood between the parties hereto that the Second Party alone shall have the right to take disciplinary action against any person (s) engaged / employed by it, while no right whatsoever shall vest in any such person(s) to raise any dispute and / or claim whatsoever

against in respect of any person(s) engaged / employed by the Second Party for any purpose, whatsoever, nor would First Party be liable for any claim(s) whatsoever, of any such person(s).

## 6. Nature of Agreement

The parties hereto have considered agreed having a clear understanding on the following aspects:

- a. This agreements is for providing the aforementioned services and is not an agreement for supply of contract labour. It is clearly understand by the second party that the persons employed by the second party for providing services as mentioned herein, shall be the employees of the second party only and not of the first party. The number of persons to be employed and the individual person to be employed for providing the said services shall be decided by the second party who shall be liable to make payments to its said employees towards their monthly wages/salaries and other statutory dues like EPF,ESI, Minimum wages, bonus, Gratuity etc.
- b. First party shall not be liable for any obligations/responsibilities, contractual, legal or otherwise, towards the second party employees agents or to the said employees agents directly and or indirectly in any manner whatsoever.
- c. The employees/personnel of second party rendering the service under this agreement shall never be deemed to be the employees of first party in any manner whatsoever and shall not be entitled for employment salary/wages damages, compensation or anything arising from their deployment by contractor for rendering the said services.

## 7. Statutory Compliances

- a. Second Party shall obtain all registration (s) / License (s) etc. which are/may be required under any labour or other legislation(s) for providing the services under this Agreement.
- b. It shall be the Second Party's responsibility to ensure compliance of all the Central and State Government Rules and Regulations with regard to the provisions of the service under this agreement. The Second Party indemnifies and shall always keep the First Party indemnified against all losses, damages, claims actions taken against the First Party by any Authority/office in this regard.

- c. The Second Party undertakes to comply with the application of all welfare legislation and more particularly with the Contract Labour (Regulation & Abolition) Act 1970, if applicable for carrying out the purpose of this Agreement. The Second Party shall further observe and comply with all the Government law concerning employment of staff employed by the Second Party and shall duly pay all sums of money to such staff as may be required to be paid under such laws. It is expressly understood that the Second Party is fully responsible to ascertain and understand the applicability of various Acts, and take necessary action to comply with the requirements of Law.
- d. The Second Party shall give an undertaking by the 20<sup>th</sup> of preceding month in favour of the First Party that he has complied with all his statutory obligations. Further, the First Party shall also have a right to check/verify records maintained by the Second Party in this respect.

## 8. Indemnification

- a. The second party shall at its own expense make good any loss or damage suffered by the first party as a result of the acts of commissions or omission, negligently or otherwise of its personnel while providing the said services at any of the premises of the first party or otherwise.
- b. The second party shall at all times indemnify and keep indemnified the first party against any claim on account of disability death of any of its personnel caused while providing the security services within outside the site or other premises of the first party which may be made under the worker compensation act 1923 or any other acts or any other statutory modifications thereof or otherwise for on in respect of any claim for damage or compensation payable in consequence of any accident or injury sustained by any working or other personnel of the second party or in respect of any claim damage or compensation under labour laws or other laws or rules made thereunder by any person whether in the employment of the second party or not who provides or provided the services at the site or any other premises of the first party as provided hereinbefore.
- c. The second party shall at all times indemnify and keep indemnified the first party against any claim by any third party for any injury damages 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 service at the first party premises or before and after that.

d. That if at any time during the operation of this agreement or thereafter the first party Is made liable in any manner whatsoever by any order direction or otherwise of any court authorised or tribunal to pay any amount whatsoever In respect of or to any of the present or ex personnel of the second party or to any third party in any event not rusticated but including as mentioned in sub clause no. and hereinafter the second party shall immediately pay to the first party all such amounts and costs also and in all such cases/events the opinion of the first party shall be final and binding upon the second party. The first party shall be entitled to deduct any such amounts as aforesaid from the security deposit and/or form any pending bills of the second party.

#### 9. LIABLITIES AND REMEDIES

In event of failure of the second party to provide the services or part thereof as mentioned in this agreement for any reasons whatsoever the first party shall be entitled to process services from other sources and the second party shall be liable to pay forthwith to the first party the difference of payment made to such other sources besides damages at double the rate of payment.

## 10. LOSSES SUFFERED BY SECOND PARTY

The second party shall not claim any damages costs, charges, expenses, liabilities arising out of performance/non-performance of service, which it may suffer or otherwise incur by reason of any act/omission, negligence default or error in judgment on part of itself and/or its personnel in rendering or non-rendering the services under this agreement.

#### **11. TERM**

upt	ar w.e.f.	one yea	d of	perio	for a	effective	be	shall	agreement	This
such terms and	and on	period	such	for	further	extended	be	can	and	
upto three years	aximum	t party m	ne firs	by tl	proper	ned fit and	deen	y be o	itions as ma	cond

#### 12. TERMINATION

- a. Either party can terminate this agreement by giving one month written notice to the other party without assigning any reason and without payment of any compensation thereof however, the first party shall give only a 24-hours notice for termination of this agreement to the second party when there is a major default in compliance of the terms and conditions of this agreements or the second party has failed to comply with its statutory obligations.
- b. If second party commits breach of any covenant or any clause of this agreement first party may send a written notice to second party to rectify such breach within the time limit specified in such notice, in the event second party fails to rectify such breach within in the stipulated time, the agreement shall forthwith stand terminated and second party shall be liable to first party for losses or damages on account of such breach.
- c. This agreement may be terminated forthwith if either party becomes insolvent ceases its operations, dissolves files for bankruptcy protection, appoints, or enters into an arrangement for the benefit of creditors, the other party shall have the right to immediately terminate this agreement.

#### 13. ASSIGNMENT OF AGREEMENT

This agreement is executed on the basis of the current management structure of the second party. Henceforth, any assignment of this agreement, in part or whole, to any third party without the prior written consent of the first party shall be a ground for termination of this agreement forthwith.

#### 14. COMPOSITION AND ADDRESS OF SECOND PARTY

a. The second party shall furnish to the first party all the relevant papers regarding its constitute, names and addresses of the management and other key personnel of the second party an proof

of its registration with the concerned govt. authorities required for running such a business of second party.

b. That the second party shall always inform in the first party in writing about any change in its address or the names and address of its key personnel. Further the second party shall not change its ownership without prior approval of the first party.

## 15. SERVICE OF NOTICES

Any notice or other communications required or permitted to be given between the parties under this agreement shall be given in writing at the following address or such other address as may be intimated from time to time in writing.

Address of First Party	
Address of Second Party	

#### 16. CONFIDENTIALITY

It is understood between the parties hereto that during the course of business relationship the second party may have access to confidential information of first party and it undertakes that it shall not, without First Party's prior written consent, disclose, provide or make available any confidential information in any form to any person or entity or make use of such information. This clause shall survive the period of 7 years from the date of expiry of this Agreement or earlier termination thereof.

## 17. AMENDMENT/MODIFICATION

The parties can amend this agreement at any time. However such amendment shall be effective only when it is reduced in writing and signed by the authorised representatives of both parties hereto.

#### 18. SEVERABILITY

If, for any reason, a court of competent jurisdiction finds any provision of this agreement or portion thereof to be unenforceable that provisions of the agreement will be enforced to the maximum extent permissible so as to effect the intent of the parties and the remainder of this agreement shall continue in full force and effect.

#### 19. CAPTIONS

The various captions used in this agreement are of for the organizational purpose only and may not be used to interpret the provisions hereof. In case of any conflicts between the Captions and the Text, the Text shall prevail.

#### 20. FORCE MAJEURE

Neither party shall be in default if a failure to perform any obligations hereunder is caused solely by supervening conditions beyond that party reasonable control, including acts of god, civil commotion, strikes, acts of terrorism, labour disputes and government or public authorities demands or requirements.

#### 21. DISPUTE RESOLUTION

This agreement shall be deemed to have been made/executed at Chandigarh for all purpose. In the event of any disputes related to the interpretation or rights or liabilities arising out of this agreement the same all shall at first instance be amicably settled between the parties. If any dispute/s is/are not settled amicably the same shall be referred to the sole arbitrator to be appointed by the Authorized Officer of the first party. The award given by the arbitrator shall be final and binding on the parties. The venue for arbitration shall be Chandigarh.

#### 22. GOVERNING LAW/JURISDICTION

The applicable law governing this agreement shall be the laws of India and the courts of Chandigarh shall have the exclusive jurisdiction to try and dispute with respect to this agreement

## 23. TWO COUNTERPARTS

This agreement is made in duplicate. The second party shall return a copy this agreement duly signed and stamped as a token of acceptance of all terms and conditions mentioned above. In the event of commencement of work as a token of acceptable of all terms and conditions mentioned above. In the event of commencement of work order against this agreement without prior submission of order acceptance it will be taken that all terms are acceptable.

IN WITNESS WHEREOF THE FIRST PARTY AND THE SECOND PARTY ABOVE SAID HAVE HEREUNTO SUBSCRIBED THEIR HANDS ON THE DAY MONTH AND YEAR FIRST MENTIONED ABOVE IN THE PRESENCE OF THE FOLLOWING WITNESS:

1	2
WITNESS:	
SIGNED SEALED AND DELIVERED FOR SEC	COND PARTY BY
WITNESS:	
SIGNED SEALED AND DELIVERED FOR FIRS	STPARTY BY