



**THE ORIENTAL INSURANCE COMPANY LIMITED**  
(A GOVT OF INDIA UNDERTAKING)

**REQUEST FOR PROPOSAL**  
**For**  
**Annual Maintenance Contract**  
**for Pest Control Services**

**Tender No. : HO/Estate/2018/02**

**CHIEF MANAGER**  
**ESTATE DEPARTMENT**  
**HEAD OFFICE "ORIENTAL HOUSE"**  
**A-25/27, ASAF ALI ROAD, NEW DELHI-110002**

Submitted by:  
Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Contact No.: \_\_\_\_\_

Signature of Bidder



## Important Notice

**THIS TENDER DOCUMENT IS NOT TRANSFERABLE.**

**This document is the property of The Oriental Insurance Company Ltd (OICL). It should not be copied, distributed or recorded on any medium (electronic or otherwise) without OICL's written permission. Use of contents given in this document, even by the authorised personnel/agencies for any purpose other than that specified herein, is strictly prohibited as it shall amount to copyright violation and thus shall be punishable under the Indian law.**

**Bidders are advised to study this tender document carefully. Submission of bid shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.**

**The response to this tender should be full and complete in all respects. Incomplete or partial bids shall be rejected. The bidder must quote for all the items asked for, in this tender/ Request for Proposal.**

**The bidder shall bear all costs associated with the preparation and submission of the bid, including cost of presentation and demonstration for the purposes of clarification of the bid, if so desired by OICL. OICL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.**

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Name of Bidder/Co. Name: .....

Signature of Bidder with Seal



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**BRIEF ABOUT OICL**

Brief about OICL: The Oriental Insurance Company Limited (OICL), a public sector non-life insurance undertaking under Ministry of Finance, is ahead of its peers in the industry in adopting information technology. OICL has been enjoying the highest rating from leading Indian credit rating agencies CRISIL and ICRA.

OICL has its head office at New Delhi, 30 regional offices in various cities, Oriental Staff Training College (OSTC) at Faridabad, 300+ divisional offices, 600+ branch offices, Regional Training Centers, Service Centers and 300+ extension counters/micro offices geographically spread out across India. For more than a decade, OICL has leveraged information technology to serve its customers effectively. Apart from the Core-Insurance application, OICL has various centralized applications. The company also has presence in Nepal, Dubai and Kuwait.

Company has more than 100 general insurance products to cater to the varied insurance needs of its customers. It also has a strong workforce of about 15,000 employees and over 35,000 agents. The Company has a web portal [www.orientalinsurance.org.in](http://www.orientalinsurance.org.in) for use of its customers and agents with a provision for premium calculator, payment gateway and online issue/ renewal of policies.

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**NOTICE INVITING TENDERS**

**For ANNUAL MAINTENANCE CONTRACT FOR PEST CONTROL SERVICES WORK**

**ELIGIBILITY CRITERIA:**

Sealed tenders are invited from Manufacturers OR Authorised Distributors /Dealers / Stockists/ Wholesalers / Pest Control Service Providers for the Annual Maintenance Contract of Pest Control Services work, who are eligible and experienced contractors with sound financial position, as per eligibility criteria given below:-

- a) Only Manufacturers OR Authorised Distributors /Dealers /Stockists /Wholesalers / Pest Control Service providers can apply.
- b) The contractor should have executed similar contract in Govt. / PSU / Autonomous bodies.
- c) The tenderer must satisfy themselves that they have adequate experience to handle the above job. They should produce documentary proof of satisfactory completion of at least one jobs of similar nature costing not less than Rs. 2 Lakhs or two jobs of similar nature costing not less than Rs. 1.25 Lakhs or three jobs of not less than Rs. 1 Lakh for government, Semi-Government public sector organization, Autonomous bodies during the last five years.
- d) The contractor should have experience of 05 years or more for the similar works in Govt. / PSU / Autonomous bodies. (Certificate required)
- e) The tenderer should have valid License from Central Insecticides Board or Competent Government Authority for Commercial Pest Control Operation.
- f) The contractor should have sufficient trained man power and Store/workshop facility. Address of Store/Workshop, List of worker along with their qualifications be submitted.
- g) The contractor should have GST registration with the relevant statutory authority.
- h) The company / firm should have its registered / branch office in Delhi.
- i) The contractor should be a profit making firm and having annual turnover of minimum Rs. 2 Lakhs for Pest service contracts. The Balance sheet/P&L account for the past three years ending 31.03.2017 should be submitted along with tender.
- j) Latest Solvency with any scheduled bank where the contractor is maintaining his account. The solvency certificate should not be more than three months old from the date of publication of this tender document. The solvency certificate should be submitted in original and should be in the name of The Oriental Insurance Co. Ltd.

The bidder may purchase the tender form, before the last date, from the office of Chief Manager, Estate Department, The Oriental Insurance Company Limited, "Oriental House", Head Office, A-25/27, Asaf Ali Road, New Delhi – 110002 by submitting a DD towards cost of tender document in the name of "The Oriental Insurance Co. Ltd." payable at New Delhi. Alternatively, the bidder may download the Tender document from the Company's website from the following link [www.orientalinsurance.org.in](http://www.orientalinsurance.org.in) or GOI website <https://eprocure.gov.in/cppp>. The downloaded tender form must be accompanied by a DD towards cost of tender document at the time of submission in the name of "The Oriental Insurance Co. Ltd." payable at New Delhi and should be submitted in Technical Bid.

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Signature of Bidder with Seal



All tender forms must be complete in all respects and dropped before the last date and time, mentioned, in the Tender Box placed at the above-mentioned address along with the other tender documents and an additional DD drawn in favour of “The Oriental Insurance Co. Ltd.” payable at New Delhi, towards the Earnest Money Deposit (EMD).

Bidders will submit “Technical Bid” and “Commercial Bid” in two separate sealed envelopes, addressed to The Chief Manager, Estate Department, The Oriental Insurance Company Limited, Oriental House, Head Office, A-25/27, Asaf Ali Road, New Delhi-110002.

Both the sealed envelopes of “Technical bid” and “financial bid” should be kept in third envelope sealed and superscribed with the name of work on the top of envelope.

In the Technical bid, the bidders will have to accept all the terms and conditions as mentioned in tender document. The validity period of the tender shall be for 90 days from the date of opening of tender document.

Bidder will also have to deposit the following documents in the Technical Bid.

1. Company’s profile on the letter head bearing full address and it must contain the following details along with self-attested proof of all the documents:
  - i) Place of registration
  - ii) GST No.
  - iii) PAN No.
  - iv) Telephone / Mobile No. / Email ID
  - v) Official Address along with Contact Details & email address.
  - vi) The Balance sheet/ P&L Account for the past three years.
  - vii) License from Central Insecticides Board or Competent Government Authority for Commercial Pest Control Operation.
  - viii) DD of EMD
  - ix) Certificates as mentioned above.
  
2. “Commercial Bids”, Annexure-III in respect of only those tenders/bidders will be opened, whose “technical bids” have been found acceptable as per eligibility criteria as prescribed.

OICL reserves the right to accept / reject any or all of the quotations without assigning any reason what so ever. Unrealistic prices quoted by the bidder would debar them from being considered for this and future contracts by this office. Tender submitted without a valid earnest money shall be disqualified.

The right is reserved by the OICL to revise or amend the tender documents prior to the date notified for submission of the tender. The addendum or corrigendum shall be notified/published at company’s Website. Bidders are advised to look at company’s website regularly for any such addendum/corrigendum.

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The Earnest Money will be refunded without any interest to all the unsuccessful tenders after the award of the work subject to the relevant provisions in the tender documents. Any false information furnished by the contractor shall lead to the forfeiture of the earnest money.

Applications are liable to be summarily rejected due to incomplete, incorrect information and / non fulfilment of eligibility criteria. OICL's decision shall be final and binding on the bidders.

Sealed tenders/envelopes super scribed as "AMC for Pest Control Services" should be addressed to:-

Chief Manager  
Estate Department  
The Oriental Insurance Company Limited  
"Oriental House", Head Office  
A-25/27, Asaf Ali Road  
New Delhi – 110002

and must be submitted by due date and time of submission date. Tenders received thereafter will not be considered. Authorized representatives of company may be present at the time of opening of tender.

The contractor shall not be entitled for any compensation for loss suffered by hindrance on account of delays in commencing, executing the work, whatever the cause for such delays.

Chief Manager  
Estate Department

Name of Bidder/Co. Name: .....

Signature of Bidder with Seal

**Schedule of Tender**

S. No.	Event	Details
1	Tender Cost	₹ 2,360/-
2	Sale of tender	From: 13.01.2018 to 02.02.2018 Timings: 11:00 AM to 3:00 PM or may be downloaded from web-sites.
3	Last date for submission of bids with all documents & annexures (duly signed by Owner/Authorised representative of Co./Firm etc. on each page)	01.02.2018 up to 3.30 PM
4	Opening of technical bid	02.02.2018 at 4:00 PM
5	Presentation on technical bid by bidders, if required	Will be communicated by Phone/email etc.
6	Opening of commercial bids	Will be communicated by Phone/email etc. to the bidders who qualify after scrutiny of Technical Bid.
7	Estimated Contract Value	Rs. 2.5 Lakhs
8	Earnest Money Deposit (EMD)	Rs. 10,000/-
9	Contract Period	Two Years
10	Security Deposit	10% of Contract Value
11	Total Retention Amount	EMD Plus Security Deposit

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Signature of Bidder with Seal





**GENERAL TERMS AND CONDITIONS**

**1. DEFINITIONS:**

In construing these conditions and specifications, schedule of quantities and contract agreement, the following works shall have the meaning herein assigned to them except where the subject or context otherwise requires:

- a) OICL shall mean The Oriental Insurance Company Limited.
- b) "Employer/Owner" means The oriental insurance company Ltd., New Delhi-110002 on whose behalf tenders are invited and includes its legal representatives.
- c) "Contractor" means the person or persons, firm and company whether incorporated or not, employed as contractor by the Employer for undertaking the work and shall include Contractor's representatives, successors, legal heirs and permitted assigns.
- d) "Chairman and Managing Director" will means the Chairman and Managing director of The oriental Insurance Company Limited at the relevant time. Relevant time will mean the time when action is taken under this Agreement.
- e) "Contract" means the documents forming the tender and acceptance those of and the Contract Agreement between the Oriental Insurance Company Ltd., Asaf Ali Road, New Delhi and the contractor, if executed together with the documents referred to therein including the terms and conditions, general and special specifications/conditions, designs, financial bid, schedule of quantities and instructions issued from time to time by the consultant/OICL Officer in-charge and all these documents taken together shall be deemed to form one contract and shall be complimentary to one another
- f) "Contract Price" means the sum named in the Letter of Acceptance subject to such additions or deductions there from as may be made under the terms of the Contract.
- g) "Works" means the work to be executed in accordance with the contract.
- h) "Temporary Works" Means all temporary Work of every kind required for the execution of the works by the contractor.
- i) "Specifications" means the specification annexed to or issued with the tender and any modification thereof or additions thereto as may be from time to time furnished or approved n writing by the Consultants/Employer.
- j) "Site" means Company's Head office located at A-25/27, Asaf Ali Road, New Delhi-110002, the works are to be executed or carried out and any other places provided by the employer or used for the contract as per Annexure -II.
- k) "Approved" means approved in writing, including subsequent written confirmation of previous verbal approval and "approval" means approval in writing including as aforesaid,
- l) Witten notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an office of the corporation for whom it is intended, or if delivered at or sent by registered

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mail to the last business address known to him who gives the notice or through email.

- m) Bidder shall mean the firm who participates in the tender and submits its Bid.
- n) Bid/ Proposal shall mean the Bid submitted by the Bidders in response to this tender.
- o) Successful Bidder: The Bidder who inter alia meets the following requirements
  - i. meets the Technical and Financial criteria;
  - ii. whose Bid Proposal are acceptable to the OICL and
  - iii. adheres / consents to all other conditions laid by OICL.

2. SINGULAR AND PLURAL

Words importing the masculine gender or singular number shall also include the feminine gender and plural and vice versa where the context so requires.

- 3. The consultant, if appointed by OICL, shall be the owner's representative. The consultant shall periodically visit the site to familiarize himself generally with the progress and the quality of the work and to determine in general if the work is proceeding in accordance with the contract document During such visits and on the basis of his observation while at the site he shall keep the owner informed of the progress of the work shall endeavor to guard the owner against defects and deficiencies in the work of the contractor and he shall condemn work which fails to conform to the Contract Document. He shall have authority to stop the work whenever such stoppage may be necessary in his reasonable opinion to ensure the proper execution of the contract.
- 4. During the period of contract the contractor company will be responsible for proper and consistent functioning of substation.
- 5. The payment will be made to the AMC holder on quarterly basis on successful completion of each quarter (03 months) on submission of the bill in duplicate along with satisfaction report from the concerned deptt./user, on the quoted rates as approved by the OICL.
- 6. Bidder is advised to visit the sites before quoting the price.
- 7. The bidder is advised to acquaint himself with the job involved, examine site conditions, labour, power, water, material availability, transport, communication facility, environmental regulation, laws & bye laws of statutory bodies and collect all information that is necessary for preparing the bid and for entering into a contract. The cost of visiting the site and collecting information for the purpose of the bid shall be on bidder's account.
- 8. While submitting the quotation, the bidder will be deemed to have accepted, understood and accepted all the terms and conditions stated in this document and no change whatsoever will be entertained by OICL

Name of Bidder/Co. Name: .....

Signature of Bidder with Seal



9. The AMC contract starts on “as is where is” basis.
10. OICL reserves the right to give any or all the items in AMC. And also during AMC period, the item can be deleted/added.
11. If any item damaged during such treatment, OICL may get it repaired/replaced at a maximum of cost of repaired/replacement of same or equivalent from open market and the cost of the same will be deducted from the quarterly AMC payments.
- 12.
13. No interest will be paid on EMD/Security amount.
14. The EMD will be forfeited, if bidder withdraws his bid during the period of bid validity.
15. Any bid received by the OICL after the prescribed date and time for submission will be returned unopened to the bidder.
16. The contract will be awarded to the bidder whose bid has been determined and found to be eligible and to be substantially responsive to the bid documents and who has offered the lowest evaluated bid of bill of quantity, provided further that the bidder has the capability and resources to effectively carry out the contract works.
17. The contract is initially for a period of 24 months from the date of its award and can be extended for further period on mutual consent on the same rates, terms and conditions.
18. OICL reserves the right to reject or to accept any quotation, in whole or in part, without assigning any reason what so ever.
19. OICL reserve the right to cancel the contract at any time in case of unsatisfactory services provided by the contractor during the currency of contract by giving 30 days’ notice. OICL’s decision shall be final in this regard and the security deposited will be forfeited.
20. **Clarifications:** All clarification regarding the purchase/bid should be sought in writing, from

**CHIEF MANAGER  
ESTATE DEPARTMENT  
HEAD OFFICE "ORIENTAL HOUSE"  
A-25/27, ASAF ALI ROAD  
NEW DELHI-110002**

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Clarifications can be sought up to the last date of submission of tender but the tender submission date can't be extended due to this.

**Chief Manager (Estate)**

**All Terms & Conditions of this Tender Document Accepted.**

Name of Bidder/Co. Name: .....

Signature of Bidder with Seal



**SPECIFIC TERMS & CONDITIONS OF CONTRACT**

1. SCOPE OF SERVICE

General Disinfection for eradication of mosquitoes, flying insects such as and including flies, cockroaches, red and black ants, spiders, mites, silverfish, rodents such as rats etc. or any other plant or animal life not useful to human beings as per the Central Insecticides Rules 1971 in the residential, office & storage premises. The details of premises are briefly described in Annexure- II.

The scope of work includes spraying of pesticide at all places and buildings, applying of chemicals as per prescribed dosages as residual/ Non residual insecticides spray under supervision of technically qualified and accredited pest control.

2. Frequency of the service should be as under:

Particulars	Residential & Office Premises (treatments year)*
General Disinfections	12
Termite (white ant) treatment with Three years warranty (treatment be done separately)	As per requirement
Bedbug treatment (treatment be done separately)	As per requirement

\*Tenderer shall undertake the treatment as necessitated by the company apart from the number of treatments mentioned above.

3. Office premises shall be treated inside along with a placement of gum board. Gum boards shall be kept inside to avoid misuse and spillage of the product. For rodent control, metal traps (with the placement of bait) should be placed both within the quarters and in the compound premises (wherever permitted by the society). The metal traps, wherever placed, should be checked on a fortnightly basis.
4. General disinfections should also be carried out for the common portion of the building premises including drains, floor lobbies and steps of the building.
5. Termite (white ant) treatment as per table above: drilling holes in the walls and floor junctions of the entire occupied premises/flat followed by inspection once between two consecutive treatments and any additional treatment as may be necessary.
6. The control measure must be effective against pests like mosquitoes, flying insects such as and including flies, cockroaches, red and black ants, spiders, mites, silverfish, rodents such as rats etc. or any other plant or animal life not useful to human beings as per the Central Insecticides Rules 1971. The chemical used must have residual action to take care of any recurrence of infestation. While spraying, special attention must be given to hiding places such as undersides of the furniture, behind doors, windows etc.

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All the household pest such as mosquitoes, house flies, cockroaches, rats, spiders, ants etc. will be controlled /managed by CIB registered, WHO approved for use in public health and ISI marked chemicals in an eco-friendly and integrated manner.

Deltamethrin 2.5% WP, cyfluthrin 5% EC will be sprayed at all places of the office block as residual spray.

Propoxure 20% EC will be sprayed monthly in the canteen/pantries and offices etc.

Lambda cyhalothrin 10%WP will be done in close door premises, once in six week period.

Malathion 50% EC will be sprayed as residual spray in two months at all constructed and surrounding areas.

All the chemicals will be strictly applied in as per prescribed dosages as residual/ Non residual insecticides spray under supervision of technically qualified and accredited pest control.

Motorized spray pumps / Electric thermal fogger/ULV sprayer will be used for generating mist or sprays.

#### ANTI-TERMITE TREATMENT:

Anti-termite Treatment of the infested area will be done by both spraying Chloropyriphos 20% EC and injecting this solution in Kerosene oil/equivalent oil as per requirement of the place.

#### 7. Approved Chemicals Certificate: -

Tenderer should submit approval certificates issued by Central Insecticides Board for the chemicals being used after awarding the contract. The chemical/pesticide used shall be of reputed manufacturer and for its effectiveness and safety to human beings in a closed air-conditioned environment.

#### 8. Statutory Levies:

The Tenderer will pay all statutory liabilities of the workers and employees engaged by him and ensure that they are paid minimum wages as notified by State Government from time to time and all other statutory liabilities shall be complied with by the Tenderer.

#### 9. Warranty Required:

For office premises we desire gel based technology for the control of cockroaches. Any interim complaint of non-effectiveness of recent treatment done should be attended to free of cost. A treatment report should be submitted on quarterly basis detailing any preventive/corrective measures to be under taken.

#### 10. Quantum of work:

Quantum of area (in sq. ft.) serviced and pests for which treatment is done should be detailed for all residential and office premises, while submitting the bill for payment.

#### 11. KYC of the Workers/Employees:

Name of Bidder/Co. Name: .....

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The successful Bidder should submit all KYC details of the supervisors/workers/employees who will be working on the company premises (office and residential etc.) along with their qualifications and experience, within 15 days of the commencement of the contract. In case of any change of staff details about the new staff shall be immediately made available to owner.

12. Timing for the work:

Treatment can be carried out with an advance prior intimation of 7 days and a telephonic confirmation at least 24 hours before commencing the job. Doors locked/flat's owner not available will be treated as work not done. Assistance in shifting the furniture and other items, cleaning windows/glass panel etc. shall be provided by the Tenderer.

13. The agency will have to organize adequate work force and supervisors etc. who shall be solely responsible for all the operation and maintenance as indicated in scope of work.

14. All tools and tackles for routine maintenance shall be arranged by the contractor.

15. The contractor shall make arrangement to issue identity cards to each of the workmen for entry in to the premises. The identity cards shall be issued by the contractor at his own cost in collaboration with the security agency. Security staff shall be at liberty to exercise check on any of the workers, while entering, search them in the premises during the work and while leaving the premise.

16. In case of any accident/damage etc. caused due to the negligence of the staff deployed by the contractor, the loss shall have to be made good by the contractor and no claim will be entertained by OICL.

17. The entire work shall have to be carried out in complete coordination with the security and other working agencies. Any damages to the equipments belonging to the other agencies shall have to be made good by the contractor at his own cost.

18. The staff to be deployed at site should be competent, experienced and qualified in the trade. The list of such staff shall be got approved by the owner. The decision of the owner shall be final in this regard. Any change in the staff once deployed shall be allowed only with the prior approval of the owner. The contractor shall be responsible for the statutory requirement in case of skilled staff deployed at site.

19. The contractor will submit bill with documentary proof for salary paid to their staff.

20. SUPPLY OF LABOUR / STAFF

The Contractors shall pay wages to Labour / shall employed by him directly. As and when, any extra works is to be carried out, the contractor shall do the job without any extra cost to OICL.

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The contractor shall wherever applicable comply with the provisions of the Payment of Wages Act 1936, Minimum Wages Act 1948, Employees Provident Fund & Miscellaneous Provision Act 1952, ESI Act 1948, Employer's Liability Act 1930, Workmen's Compensation Act 1923, Industrial Dispute Act 1947 and Contract Labour (Regulations and Abolition) Act, 1970 or the modifications thereof or any other laws relating thereto and the rules made there under from time to time.

Indemnify the Owner against any payment to be made under and for the observance of the above mentioned various laws & rules.

21. The Contractor shall not sub-contract the whole or any part of this contract to another person/third party.

22. DURATION OF CONTRACT

The contract would be initially for a period of 24 months from the date of commencement of work. It can be extended further on the same terms and conditions, if both parties desires/agree.

23. SECURITY DEPOSIT

The success bidder shall pay an amount of Rs. 10,000/- as Security Deposit. The amount cannot be utilized by contractor towards adjustment of any liability of the contractor.

In case of default on the part of contractor to perform and observe any covenant, conditions and provisions herein contained, it shall be lawful for OICL in its absolute discretion to forfeit the whole of the security deposit or a part thereof without prejudice to any other right or remedy that may be available to it against the Contractor under this agreement, for such breach.

The security deposit will be refunded only after satisfactory fulfilment of the contract. In case the contractor abandons the contract or leaves the contract unperformed, the Security Deposit is liable to be forfeited.

24. All compensation or other sum of money payable by the contractor under the terms of this Contract or any other contract or any other account whatsoever may be deducted from or paid by the sale of sufficient part of his security deposit or from the interest arising there from or from any sums which may be due or may be below due to the contractor by Owner on any account whatsoever and in the event of his security deposit being reduced by reasons of such deductions or sale as aforesaid of notice of demand from Owner make good the deficit. The owner has every right to forfeit the security deposit part/full for any default from the contractor side.

25. UNSATISFACTORY PERFORMANCE

If the performance of the contractor is not satisfactory and he fails to attend the complaints in time as stipulated in the tender, fails to attend the complaint to any of the works as contained in the scope of work, recovery from his bills will be made.

Name of Bidder/Co. Name: .....

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The decision of the OICL in respect of the magnitude of non-performance and its recovery thereof shall be binding on the contractor.

The contractor shall be responsible for the acts and deeds of its staff. OICL will in no way be responsible for violation of any applicable law, rules and / or other loss caused either by the contractor or by its staff.

OICL reserves its right to recover from periodical payments to be made to the Contractor, any loss or damage that may be caused to the equipment, machinery, building or any other property of OICL by negligence or any other reason whatsoever by the Contractor.

The contractor shall be bound to maintain service record of AMC, complaints received and attended by his staff. The Staff will be under the control and supervision of the Contractor including their performance and discipline.

The Contractor shall be responsible to comply with the provisions of all the applicable laws and other enactments and amendments made thereto, from time to time and the labour laws as may be in force and applicable.

None of the staff of the contractor shall be liable to claim any sort of employment with OICL.

The Contractor shall ensure that the workmen employed are medically fit and in sound mind and health.

**26. POLICE VERIFICATION AND COMPLIANCE OF SECURITY REQUIREMENTS:**

The contractor will ensure that its staff must have Security Passes / Identity Card to enter the premises of the OICL to attend the duties.

The staff should be polite and courteous.

The contract will ensure that his staff should not be under the influence of liquor while on duty and any damage to the OICL property will be borne by the contractor.

The contractor shall take out workman Compensation Policy covering all the workman and submit it to the OICL. This policy should be in the Joint name of OICL and Contractor. The insurance should cover the period of contract.

**27. PAYMENT TERMS:**

The payment will be made after deducting the TDS and other eligible taxes. The contract amount shall be inclusive of all taxes, levies etc. but excluding the GST as enforced by Govt. as per its applicability. The contractor shall indicate percentage and amount of GST in their bill separately.

No escalation shall be granted on any account over the rates quoted in the tender.

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Payment of the monthly contractor's bill shall be made by Owner within 15 workings days from the date of submission of the bill subject to, there beings no dispute or discrepancy in the Bill.

28. Insurance under Workmen's Compensation Act and other Liabilities: Workmen's Compensation Policy for your employed person to be submitted within seven days of Letter of Award or handing over of Site whichever is earlier.

In the event of there being, any increase of workmen's compensation, insurance Premium under any law or any additional or new liability under the labour laws being imposed on the contractor shall be borne by him and no claim shall be entertained by Owner on any account.

29. OVERPAYMENTS & UNDERPAYMENT

Whenever any claim for the payment of a sum of money to Owner arises out of or under this contract against the Contractor, either he shall pay the claim on demand or the same may be deducted by Owner from any sum due to which at any time thereafter may become due to the Contractor under this Contract and failing that under any other Contract with Owner or from any other sum due to the Contractor from the Owner may be available with Owner from his security deposit.

30. If any damage / theft is caused to the assets /property /office equipment by contractor himself or staff or supervisor/employee of the contractor, the contractor shall bear the cost of repair or replacement of property/equipment etc.

31. CANCELLATION / TERMINATION OF CONTRACT

If the contractor at any time makes default in proceeding with the work with the due negligence and continues to do so after notice in writing of 7 days from Owner or Commits defaults in complying with any of the terms and condition of the contract and does not remedy it or take effective steps to remedy within 7 days of notice in writing or fails to complete the items of works as stipulated and does not complete within the specified period.

Owner shall without any prejudice or any other right of remedy which shall have accrued or shall accrue there after the Owner can cancel the contract within a period of one month reckoned from the date of issue of the first notice.

32. ARBITRATION

Except where otherwise provided for in the contract, all questions and disputes relating to the meaning of the specifications, and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, specifications, instructions, orders or these conditions or otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the completion or

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abandonment thereof shall be referred to the sole arbitrator to be appointed by Owner.

The Arbitration and Conciliation Act, 1996 or amended from time to time be followed for arbitration.

The work under the contract shall, if reasonably possible, continue during the arbitration proceedings, and no payment due or payable to the contractor shall be withheld on account of such proceedings.

The arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing. The arbitrator shall give a separate & reasoned award in respect of each dispute.

The venue of arbitration shall be within Delhi, such place, as may be fixed by the arbitrator with his sole discretion within Delhi.

The cost of arbitration shall be final, conclusive and binding on all parties to this contract.

The cost of arbitration shall be borne by the parties to the dispute as may be decided by the arbitrator (s)

**33. LAWS GOVERNING THE CONTRACT**

This contract shall be governed by the Indian Laws in force.

34. The contractor shall employ in, and about the execution for works, only such persons as are skilled and experienced in their trades and submit the list of workers so employed, and the owner/Employer shall be at liberty to object to and require the contractor to remove from the works any person employed by the contractor who in the opinion of the owner/Employer, misconducts or is incompetent or negligent in the proper performance of his duties and such person shall not be again employed up on the works without permission of the Owner. Decision of the Owner in this respect shall be final.

35. Performance of the contractor's work shall be reviewed by Owner authorities time to time, wherein senior executive of the contracting firm will have to be present.

36. It is the contractor's duty to arrange competent persons shall be arranged to attend to on any day, including Saturdays, Sundays and other Government holidays for complaint calls. There will be no limit to such complaint calls. Complaint calls shall be attended to as and when intimated, within the least possible time, not exceeding 4 hours in any case and it is the part of contractor's scope of work.

37. The contractor shall pay & continue to pay during contract and also pay till full and final settlement with the labours (s) or workers for all statutory requirements

Name of Bidder/Co. Name: .....

Signature of Bidder with Seal



applicable as per rules and applicable laws, including, gratuity/benefits pertaining, to the currency of the contract. He shall indemnify Owner and shall keep Owner indemnified against all such claims.

**38. Termination of Contract**

In the event of the contractor committing, breach of any of the terms and conditions herein contained and/or required to be observed and to be performed by the contractor, for the satisfactory and faithful performance of the contract, Owner shall be at liberty to terminate this contract by giving one month's notice and without assigning any reasons, and owner shall be entitled to forfeit the security deposit or any part thereof.

**39. GENERAL INSTRUCTIONS:**

All entries in Tender Documents must be made in English. They must be hand written in INK and must not be TYPED.

Tenderer should quote in figures as well as in words the rates tendered. Special care must be taken in writing the rates in figure as well in words to avoid the possibility of interpolation. Erasures and alterations must be avoided, but if made unavoidable, the wrong figures and words must be neatly scored out under the full signature of the Tenderer and the correct figures and words neatly re written but not overwritten. OVERWRITING IS NOT PERMITTED.

In the event of any discrepancy between the rates quoted in words and the rates in figures the former shall prevail. Similarly if rates are written in Hindi & English, the English words shall prevail.

Contractors are requested to note that if they have got firms in different name, they should submit the quotations in the name of only one firm.

The tenderer shall bear all the expenses in connection with the submission of tender. All the pages of tender documents should be signed and stamped by the tenderer.

The tenderer whose tender is accepted is bound to execute a formal agreement with the OICL.

Name of Bidder/Co. Name: .....

Signature of Bidder with Seal



## Details of Firm

1.	Name of the Firm / Company :	
2.	Registered Address: Address for Communication:	
3.	Contact Information Office Phone Number:  Residence Phone Number:  Mobile Number:  E-Mail:	
4.	Status of the Firm: (Please tick appropriate box & attach proof)	<input type="checkbox"/> Company  <input type="checkbox"/> Partnership  <input type="checkbox"/> Proprietary Firm  <input type="checkbox"/> Individual
5.	Year of Establishment:	
6.	Registration Details Companies / Firm Registration Number & Date: Income Tax PAN No.: Goods & Service Tax No.: (attach proof)	
7.	Income Tax Turnover of the Company / firm (Please attach copy of audited balance sheet and profit & loss account / IT Returns for last three financial years )	
8.	Details of works done in last 5 years. Please mention only those works which qualifies.	1. 2. 3.

Name of Bidder/Co. Name: .....

Signature of Bidder with Seal



9.	Specify the maximum value of work done in a year:	Rs. .... Year .....		
10.	Name & Address of Bankers (Enclose Solvency Certificate in Original in the Name of "The Oriental Insurance Co. Ltd.")	<input type="checkbox"/>	YES	
		<input type="checkbox"/>	NO	
11.	Details of three responsible clients/ persons to whom the major works carried out by the applicant with address and telephone number who will be in a position to certify about the quality as well as past performance of your organization	1. 2. 3.		
12.	Details of service network in Delhi entrusted with the responsibility of maintenance / service be attached along with their technical qualification and experience.			
13.	Details of Tender Fee	DD No.	Date	Issuing Company / Branch
	Details of EMD			

**DECLARATION**

1. All the information furnished by me / us here above is correct to the best of my knowledge and belief.
2. I / we have no objection if enquiries are made about the work listed by me / us in the accompanying sheets / Annexures.
3. I / We agree that the decision of The Oriental Insurance Company Ltd.in selection of contractor will be final and binding to me / us.
4. I / We have read the instructions and I / we understand that if any false information is detected at a later date the tender shall be cancelled at the discretion of the Company and liable for any action, as deem fit by the OICL.

Place: SIGNATURE .....

Date: NAME & DESIGNATION .....

**Note:**

**Where copies are to be furnished, they have to be certified copies by the concerned agencies.**

Name of Bidder/Co. Name: .....

Signature of Bidder with Seal



## Agreement Form

THIS AGREEMENT made on this \_\_\_\_\_ day of \_\_\_\_\_ between The Oriental Insurance Company Limited (hereinafter “the Purchaser”) of one part and “<Name of Seller>” (hereinafter “Contractor”) of the other part:

WHEREAS the Purchaser is availing the service Pest Control at The Oriental Insurance Company Ltd, Head office located at A-25/27, Asaf Ali Road, New Delhi – 110002 and other allied buildings/residential premises and has accepted a bid by the Contractor for the services for round Pest Control in the sum of \_\_\_\_\_ (Contract Price in Words and Figures) (hereinafter “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract referred to.

The following documents shall be deemed to form and be read and construed as part of this Agreement viz,

- ❖ The Conditions of Contract
- ❖ The Purchaser’s Award Letter
- ❖ Tender No. HO/Estate/2018/02 Dated 13.01.2018 duly Signed by the Bidder
- ❖ General & Specific Terms and conditions
- ❖ Scope of work
- ❖ BOQ

Whereas the contractor has deposited DD of Rs ...../- (Rupees .....) with the OICL as security money for the performance of the agreement.

NOW IT IS HEREBY AGREED AS FOLLOWS:-

1. In consideration of the payment to be made to the contractor as herein provide he shall upon & subject to the said conditions execute and complete the work shown upon the said conditions and schedule of quantities.
2. OICL shall pay the contractor such sums as shall become payable hereunder at the kinds and in manner specified in conditions.
3. The said conditions shall be read and form part of the agreement and parties will hereto respectively abide by/submit themselves to the conditions and stipulation and perform the agreement on their part respectively as contained in such conditions.
4. It is also agreed that OICL may in the event of termination of contract as provided herein, having regard to exigencies of matter, arrange maintenance/repair etc. in discretion from any other source/agency from the date of notice. In the event of termination of contract for non-satisfactory performance of the contract, the security deposit made by contractor shall

Name of Bidder/Co. Name: .....

Signature of Bidder with Seal



stand forfeited. OICL is not liable to pay any interest on the security deposit made by the contractor.

5. The Annual service contract includes preventive maintenance service during the year and any nos. of complaint calls Pest Control Services.

6. All the disputes arising out of or in any ways connected with this agreement shall be deemed to have arisen in New Delhi & only in the Courts in New Delhi shall have jurisdiction to determine the same.

7. The contract has been carefully read by us and fully understood by us.

8. The agreement is for period of \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_ for Rs. \_\_\_\_\_ per annum (including GST).

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day, month and the year first above written.

Signed, Sealed and Delivered for "The Oriental Insurance Co. Ltd." by it's constituted Attorney		Signed, Sealed and Delivered for _____ by it's constituted Attorney	
Signature .....	Signature .....	Signature .....	Signature .....
Name .....	Name .....	Name .....	Name .....
Designation .....	Designation .....	Designation .....	Designation .....
Address .....	Address .....	Address .....	Address .....
Company .....	Company .....	Company .....	Company .....
Date .....	Date .....	Date .....	Date .....
Company .....	Company .....	Company .....	Company .....
Seal .....	Seal .....	Seal .....	Seal .....
<b>Witness I</b>		<b>Witness II</b>	
Signature .....	Signature .....	Signature .....	Signature .....
Name .....	Name .....	Name .....	Name .....
Designation .....	Designation .....	Designation .....	Designation .....
Address .....	Address .....	Address .....	Address .....
Company .....	Company .....	Company .....	Company .....
Date .....	Date .....	Date .....	Date .....

Name of Bidder/Co. Name: .....

Signature of Bidder with Seal





**OFFICE & RESIDENTIAL PREMISES DETAILS:-**

Location of Premises	Total No. of Premises/Flats	Built-Up Area (Sft.) Approx.
Office: Asaf Ali Road, Janpath, Connaught Place  Residential: Janakpuri, Lawrence Road, Rajori Garden, Noida, Dwarka, Greater Kailash, Khelgaon, East of Kailash, Jorbagh, Panchsheel Enclave or any other OICL premises.	82	1.60 Lakh

Note: The detailed list of Premises/Flats/Storage Godowns will be provided to the successful bidder.

Name of Bidder/Co. Name: .....

Signature of Bidder with Seal

**FINANCIAL BID**

(To be submitted in separate sealed envelope super-scribing "Financial Bid" and on Firm's letterhead)

To,  
The Chief Manager  
Estate Department  
Head Office, "ORIENTAL HOUSE"  
A-25/27, Asaf Ali Road  
New Delhi – 110002

Dear Sir,

Sub: **Annual Maintenance Contract for Pest Control Services Work: Tender No. HO/Estate/2018/02 Dated 13.01.2018.**

I/We hereby offer for **AMC Services** of **The Oriental Insurance Company Ltd.** at the following rates:

S. No.	Particulars	Basic Rate (per Sq. Ft.)	GST Amount	Total Rate
1.	General Disinfections			
2.	Termite (white ant) (Treatment be done separately)			
3.	Bedbug treatment (Treatment be done separately)			

(The tenderer shall quote in figures and in words)

Submitted by:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Contact No.: \_\_\_\_\_

Name of Bidder/Co. Name: .....

Signature of Bidder with Seal