



ECZTC, Farm Area, Road No-4[Extn],Kadma,Jamshedpur-831005, Email:ecz\_ztc@licindia.com, Phone No.-0657-2309336

**Life Insurance Corporation of India,  
Zonal Training Centre, East Central Zone  
"Jeevan Vidya", Farm Area, Road No.4 (Extension), Kadma,  
Jamshedpur- 831005**



**TENDER Documents**

**For Providing**

CATERING AND HOUSEKEEPING SERVICES ON CONTRACTUAL BASIS

AT  
ZONAL TRAINING CENTRE, JAMSHEDPUR

TECHNICAL BID (Part-A)

&

FINANCIAL BID  
(Part-B)

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**Tender No: ZTC/JSR/Catering & House Keeping Services/Tender2024/02 Date: 07/01/2025**

**Total No. of Pages = 54**

**Price= Rs 1000.00 + 18% GST**

Each Page of the Tender Document must be Signed & Sealed by the Bidder before submission

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Date: 06.01.2025

**TENDER FOR Catering and Housekeeping SERVICES AT LIC, ZONAL TRAINING CENTRE, JAMSHEDPUR.**

Quotations are invited (**Separately for Technical Bid and Financial Bid** ) for providing Catering and Housekeeping Services at ZTC, Jamshedpur for a period of One Year which may be renewed every year for a maximum period of 3 years at our Zonal Training Centre, Farm Area, Road No.4(Ext), Kadma, Jamshedpur-831005 in a sealed cover

1. The tender document can be obtained from Manager (Administration), Zonal Training Centre, Farm Area, Road No.4 Extension, Kadma, Jamshedpur, after paying a non refundable fee of **Rs 1000/- plus applicable 18% GST( Rs.1180/-)** either by cash or by submitting a non-refundable Demand Draft of **Rs.1180/-** drawn on any scheduled Bank in favour of “Life Insurance Corporation of India”, payable at JAMSHEDPUR on all working days ( From Monday to Friday) during cash hours i.e., between 10.00 AM to 3.00 PM during the period specified in Schedule given on Page 4. The tender document may also be downloaded from the Corporation’s website [www.licindia.in/ tender notice.htm](http://www.licindia.in/tender_notice.htm). In case the tender document is downloaded, the tender fee of Rs.1000/- (non-refundable) should be paid through a separate Demand Draft drawn on any Nationalized Bank favouring “Life Insurance Corporation of India”, payable at JAMSHEDPUR, to be enclosed with Technical Bid (Part–A).

*Tenders should be submitted in the form of two bid system viz. a) Sealed cover super scribed as ‘Technical Bid’ in ‘Annexure-A’ and b) another sealed cover super scribed as ‘Financial Bid’ in ‘Annexure-B’. These two individual sealed covers are to be kept in a single big sealed cover super scribed as Tender for Catering and Housekeeping Services at LIC, ZTC, Jamshedpur. Last date to reach us is **30.01.2025 up to 16.00 hrs.***

2. The tenders shall be submitted in the following manner and shall contain details / documents as listed below:
  - i) One sealed envelope super scribed “Technical Bid (Part-A) - Tender for Catering & House Keeping Services at ZTC, Jamshedpur” shall contain the following:
    - a. Application-cum-Compliance Letter (as per Proforma given in Annexure-I ) on the letter head of the bidder.
    - b. Profile of the bidder ( as per Proforma given in Annexure –II)
    - c. Demand Draft for **Rs. 1,75,000/- (One Lakh Seventy five Thousand) only** towards the EMD in the name of LIC of India, payable at Jamshedpur. **IF CLAIMING EXEMPTION, PROOF OF BEING MSME SHOULD BE ATTACHED.**
    - d. Copy of MR ( Miscellaneous Receipt) issued by Cash Counter, ZTC Jamshedpur for Tender fee or ( Demand Draft for **Rs.1180/-** towards the Cost of Tender Document in the name of LIC of India, payable at Jamshedpur in case of Document downloaded from website.

**e. A complete set of tender document (Part A -Technical Bid) as issued, duly filled and signed by the bidder on each page. Other related documents mentioned in Technical Bid (Part-A).**

- ii. One sealed envelope super scribed “**Financial Bid (Part-B)** - Tender for Catering & House Keeping services at ZTC, Jamshedpur” shall contain **only** the financial bid for Catering & Housekeeping Services.
- iii. Both the envelopes (technical bid as well as financial bid) shall be submitted by the bidder in a single sealed envelope super scribing “**Tender for Catering & House Keeping Services at ZTC, Jamshedpur**”.
- iv. The full name and postal address of the bidder shall be written on the bottom left hand corner of the sealed covers.

All information with regard to any modification/ amendment/ extension of dates etc. in respect of this tender, till the entire process is completed, shall be uploaded on Company’s **website www.licindia.in**.

The schedule for processing of tender is as under:

1.	Office of Issue	Principal, LIC of India, Zonal Training Centre, Farm Area, Road No:4 (Extn), Kadma, Jamshedpur-831005
2.	Tender No. and Date	ZTC/JSR/Catering & Housekeeping Services/ Tender/2024/02 Dated 07.01.2025
3.	Availability of Tender Forms on Website	From 07.01.2025 to 28.01.2025
4.	Pre-Bid Meeting with bidders	17.01.2025 at 11:00 IST at ZTC, Jamshedpur
5.	Last Date for issue of Tender Forms from ZTC	27.01.2025 up to 16:00 IST
6.	Last date and time of submission of tender Documents :	30.01.2025 up to 16:00 IST at ZTC, Jamshedpur
7.	Opening of Tenders (Technical Bids)	03.02.2025 at 11:30 IST at ZTC, Jamshedpur
8.	Verification of documents	04.02.2025 to 05.02.2025
9.	Visiting & Inspection of Bidders’ office Premises ( Physically)	06.02.2025 to 07.02.2025
10.	Completion of evaluation of Technical bids	11.02.2025
11.	Opening of Tenders (Financial Bids):	13.02.2025 at 11:00 IST at ZTC, Jamshedpur

12.	Issue of Letter of Award	14.02.2025
13.	Signing of Contract	19.02.2025
14.	Start of Catering & Housekeeping services	01.03.2025
15.	Contract period	One Year which can be renewed every year for a maximum period of 3 years
16.	Validity of tender	6 months

4. The terms and conditions governing the tender are given herewith. The tender for Catering and Housekeeping services contains 54 pages. All pages of the tender forms will have to be signed by the tenderer as proof of its acceptance.

5. There will be a pre-bid meeting at 11.00 hrs on 17.01.2025 in the ZTC, Jamshedpur premises for any clarification and premise visit.

**6. The sealed envelopes should be super scribed as "Tender For Catering and Housekeeping Services" addressed to and submitted to The Director, LIC of India, Zonal Training Centre, Farm Area, Road No.4 (Ext), Kadma, Jamshedpur-831005. The tender should reach the above address or handed over to on or before 16.00 hrs on 30.01.2025. The tenders received after the due date and time will not be considered. We are not responsible for any late delivery by postal service.**

7. The Principal, ZTC, LIC of India, Jamshedpur reserves the right to accept or reject any or all of the tenders in part or full at her own discretion without assigning any reason(s) whatsoever. She is not bound to accept the lowest tender.

9. The work order will be issued to the successful bidder only after submission of Security Deposit, which is 3% of the quoted annual BID value, in the form of DD in favour of LIC OF INDIA payable at Jamshedpur.

8. In case of tie among L1, the higher average turnover/ income as per ITR of last 3 years will be the deciding factor.

Sd/-  
Principal

### **Eligibility Criteria & Requirements**

1. The applicant must be a Registered/Licensed Organization/Partnership firm / Sole proprietorship / Individual.
2. The applicant must have a proven track record of minimum 3 years with reputed clients in rendering catering/housekeeping services for providing multi cuisine Vegetarian/ Non-vegetarian food to about 75 or more inmates per day per meal and providing housekeeping services as stated in the scope of the work.
3. The applicant must have average annual turnover of Rs. 80lakhs and above during any three of the last four financial years.
4. Applicant should have successfully completed similar job/ services (in-house Catering & House Keeping Services) in training institutions, banks, financial institutions, corporate sector in public/ private sector, guests houses, hotels during any three of the last four financial years and should be either of the following:-  
  
Three similar completed jobs/ services costing not less than Rs.30 lakh each or  
Two similar completed jobs/ services costing not less than Rs. 40 lakh each or  
One similar completed jobs/ services costing not less than Rs. 80 Lakh.
  - a. **The applicant must produce relevant documentary evidence along with the tender application form, mentioned on page no. 9 to 10**
  - b. **Non disclosure of relevant information or furnishing of incorrect information / documents will suffer disqualification of the application.**
5. The applicant should possess requisite permissions/license to provide Catering, Housekeeping and General Maintenance Services from concerned Department of Central/ State/ Municipal Authority and comply with the provisions of **Food Safety and Standards Act 2006** and Rules framed there under.
6. The applicant must not have been at any time declared as insolvent or convicted for any offence by any Authority.
7. The applicant shall comply with all the requirements of labour laws; obtain all licenses / approvals / permissions to carry on the business of Catering And Housekeeping services.
8. The applicant must not have been prosecuted or suffered any penalty for violation of any labour laws by any Authority.
9. **The applicant should not have rescinded/abandoned any Catering Service contract awarded by any of his clients before the expiry of prescribed period of contract.**
10. **The applicant should neither be a sub-contractor to any other entity/ person nor has at any time sub-let the contract awarded to the applicant to any other person.**
11. The applicant does not suffer/ has not suffered any disqualification to render the Catering services at any time in respect of matters not enumerated herein.

12. The contractors, who have already rendered services at ZTC or any other office of LIC of India, will be allowed to participate if their work records are impeccable.
14. The applicant should not be a party to any cartel at any time for processing any contract including the present Tender.
15. LIC of India is not responsible in any manner for the postal delay/loss/ non receipt of the tender.
16. **The tenderers are advised to inspect the premises, where the services are required to be offered and assess for requirements themselves before submission of the tender otherwise their BID may not be considered.**
17. The validity of the tender shall be for 6 months.
18. The rates to be quoted shall be inclusive of all charges for providing Housekeeping and Catering services and exclusive of GST.
19. The tender should be submitted so as to reach ZTC on or before the date and time specified in the Schedule given in pages -4 to 5
20. Corrections, if any, in the quotation is not acceptable. However in case of any difference between the figures and the wordings, the wordings will be taken as the correct one.
- 21.. The quotation should be preferably typewritten or neatly and legibly hand written in dot-pen.
22. The successful tenderer will be required to deposit an amount of **3 % of the annual BID value of contract** by way of a crossed A/c payee Demand Draft favouring 'LIC of India', drawn upon any nationalized bank payable at Jamshedpur, towards **security deposit**. This deposit will be refunded only on successful completion of the agreement period. No interest will be payable on this security deposit. The EMD of the successful tenderer will be adjusted to such Security Deposit, allowing the tenderer to deposit the balance amount.
- 23 If the successful tenderer fails, in course of the agreement period, to comply with the terms and conditions of the Agreement, the security deposit may be forfeited in full or in part as decided by the Competent Authority.
24. The Competent Authority reserves the right to change the relevant dates; to accept or reject all or any of the applications; to accept any higher bid; or cancel all tenders without assigning any reasons whatsoever.
25. Any dispute arising out of or relating to this tender shall be deemed to have arisen in Jamshedpur and shall be subject to adjudication of a competent court in Jamshedpur.
26. The applicant must furnish an appropriate declaration in respect of the terms and conditions mentioned herein along with the application form.

27. The vendor applicant should have a registered office or branch of its company within the periphery of 500 Kms from Jamshedpur
28. As mentioned in the schedule, Officials of ZTC will visit the above mentioned office/branch of the applicant personally after opening of Technical Bid and before opening of Financial Bid
29. The bidders are advised to inspect the premises of ZTC campus where the services are required to be delivered before submission of the tender.
30. Any tender not complying with requirements/conditions either wholly or partially shall be liable for rejection.
31. If the bidder to whom contract is offered fails to start the services or refuse to start the services, a notice will be served to him by giving 30(thirty) days time to start the services, failing which his EMD will liable to be forfeited without any further correspondence. However Principal, ZTC Jamshedpur will be the Competent Authority to decide towards refund or forfeit of the EMD amount.

**Documents to be enclosed along with Technical Bid (copies to be self attested):**

- 1) Application cum Compliance Report duly completed by the Bidder (as per Annexure-I)

- 2) Bidder's Profile (Annexure-II)
- 3) Declaration regarding non-participation of near relatives of employees in the Tender as per Annexure-VII
- 4) Proof of Identity and Residence of the Bidder or his/her Office in the Form of Voter-ID Card/Passport//Driving License/Aadhar Card/PAN Card(Self attested photocopy)
- 5) Certificate of Income Tax PAN Number- for both, Individual as well as for the Establishment of the bidder(Self attested Photocopy)
- 6) Certificate of Registration under GST Act (Self attested photocopy).
- 7) Certificate of Registration under Shops & Establishment Act(Self attested photocopy).
- 8) Certificate of PF Registration with the Office of the Regional Provident Fund Commissioner.
- 9) Certificate of Registration with ESIC-Employees' State Insurance Corporation,
- 10) Professional Tax Registration Certificate as applicable.
- 11) Audited Financial Statements (P & L account, Revenue account and Balance Sheet) for the last three Financial Years.
- 12) Income Tax Assessment orders / I.T. Returns copies for the last three Financial Years.
- 13) Self attested photocopy of valid registration certificate/license with Labour Department under Contract. Labour (Regulation & Abolition) Act, 1970 as amended from time to time, till date.
- 14) **Performance Certificates** from previous & present clients for last 3 years.
- 15) List of works in hand indicating Name of clients, description of work, contract value, date of award, number of personnel deployed. Supporting documents from the organizations to be enclosed.
- 16) Notarized Affidavit on stamp paper of Rs.100/- regarding Non Blacklisting/Prosecution
- 17) Earnest Money Deposit of Rs.1, 75,000.00 (Rupees One Lakh Seventy five Thousand Only) by way of Demand Draft in favour of "Life Insurance Corporation of India" Payable at JAMSHEDPUR.
- 18) Demand Draft for Rs.1000/- (Rupees one thousand only) in favour of "Life Insurance Corporation of India" towards tender fee.
- 19) Any other relevant Licenses/Permission/Registration with Central/State/Local Bodies.
- 20) Documents should be arranged as per the above serial order with an index page at the beginning for ease of scrutiny and evaluation of the technical bid.
- 21) Successful bidder will have to obtain the mandatory registration/licenses from offices of Jharkhand Government, in case he does not have the requisite registration/licenses at the time of applying for

the tender. In such case, the Successful Bidder has to submit a declaration/undertaking that he will obtain the same within the time.

## TERMS AND CONDITIONS

### GENERAL CONDITIONS

- I. During the first year of contract, there will be no revision in the rates. The rates may be revised only at the time of renewal of the contract for the consecutive year after mutual agreement to the maximum extent of 8% of previous year's rate. If during the said contract period the Service Provider expresses his inability to fulfill the contract or run the catering service, it will be treated as breach of contract and the contract will be terminated. In such case, Zonal Training Centre reserves the right to (a) forfeit the security deposit submitted by the Service Provider (b) blacklist the Service Provider.
- II. The contract can be terminated by either party by giving two months' (at least sixty days) notice. The contract is also liable to be terminated by the ZTC, if (a) the Service Provider abandons the work or (b) the Service Provider assigns or sublets the work in whole or in part thereof or (c) the Service Provider makes default in proceedings of the work under the contract at any time during the contract period, with due diligence and continues to do so even after a notice is issued by the ZTC or (d) the Service Provider becomes bankrupt or insolvent or goes into liquidation or is ordered to wind up or has a receiver appointed on its assets or (e) the Service Provider persistently disregard the instructions issued by the ZTC or (f) the Service Provider fails to adhere to the agreed schedule of the work or (g) the information submitted by the Service Provider in the Tender is found to be incorrect or (h) the Service Provider fails to perform its obligations or violates the provisions as per the terms of the contract.
- III. If the Service Provider desires to terminate the contract, he shall give prior notice of at least sixty days, failing which, security deposit is liable for forfeiture.
- IV. Upon breach by the Service Provider of any of the terms and conditions governing the contract and/or upon the Service Provider failing to comply with the directions/orders issued/passed by the Central/State/Local bodies or any other competent authorities and/or upon the Service Provider failing to comply with the requisitions issued by the ZTC and/or if in the opinion of the ZTC, the Service Provider is not running the Catering and Housekeeping services in the ZTC in a satisfactory manner and/or if the Service Provider is adjudicated insolvent and/or fails to make any arrangement with his Creditors, the contract shall be liable to be terminated.
- V. Furthermore, if on account of non-renewal of the contract and/or termination of this contract it shall be the responsibility of the Service Provider to pay the legal dues to its

employees. In the event of non-compliance of legal provisions, the Service Provider itself shall be liable for all the costs and consequences.

- VI. Nothing herein contained shall be construed to create in the Service Provider's favour any tenancy in the hostel block and premises and the competent authority may on termination of the Catering and Housekeeping agreement, take possession of all the movable and immovable items in the premises. The premises and its facilities will be utilized by the Service Provider only for the purpose as described in the agreement during the currency of the contract.
- VII. The Service Provider shall provide at his own cost, all other equipments required for catering services and shall maintain the same in good working condition at his own cost and put it to regular use for purposes solely connected with the catering arrangements in the ZTC. The Service Provider shall provide at his own expenses Crockery (Only Bone China), cutlery, cooking utensils, glassware, juicer/mixer, Electric Kettle, (one for each rooms), Sufficient number of cups and saucers (Only bone China) two sets for each room and for serving tea/coffee to trainees and officials, buffet set with hot case, tissue paper and other articles in adequate number which are necessary for running the catering service. Utensil cleaning should invariably be done in soap water and hot water. A thorough cleaning ought to take place every weekend for all utensils by removing the grime, grease, oil etc. wiped well in cloth and dried. The crockery used should be of high quality. The Service Provider shall, at all times, keep and maintain all these articles in sufficient number in a clean, neat, hygienic and tidy order and condition. The ZTC shall not be responsible in any manner for loss/damage/breakage caused by whomsoever, to any of the articles. The Service Provider shall provide all the required utensils and equipments for buffet style breakfast/lunch/dinner. The Service Provider shall provide and maintain necessary equipments for keeping the food in warm condition at the service counters on the event of lunch/dinner being held outside the dining hall..
- VIII. A room with furniture is provided within the kitchen block to the Service Provider for storing all the requisite materials needed for catering service. Further a room is provided to the Service Provider for the use of his Supervisor (Manager/Employee) engaged as changing room/rest room/night stay room free of charges only for required staff. Under no circumstances these rooms, so provided, should be used by the Service Provider/or its employees for any other purposes whatsoever. The Service Provider shall not have any tenancy rights for the accommodation so provided and the Service Provider, on expiry/termination of the contract, shall hand over the peaceful vacant possession of the premises along with the furniture in the same condition as provided in the beginning.

- IX. During the period of agreement the Service Provider shall be fully responsible for the catering arrangement to the trainees/Faculty/Guest/Faculty/Guests and other Visitors of ZTC, such number of other persons as may be decided by the competent authority. The Service Provider will be permitted to use the ZTC Canteen, Kitchen and Dining Hall to provide catering services to the participants and others as permitted by the competent authority.
- X. The menu of Meals and Refreshment Services will be in conformity the details as mentioned in Annexure-IV.
- XI. The Service Provider shall provide at his own cost, all other equipments/materials required for housekeeping service and shall maintain the same in good working condition at his own cost and put it to regular use for purposes solely connected with the housekeeping & maintenance arrangements in the ZTC. The Service Provider shall, at all times, keep and maintain all these articles in sufficient number/quantity in a clean, neat, hygienic and tidy order and condition. The ZTC shall not be responsible in any manner for loss/damage/breakage caused by whomsoever, to any of the articles.
- XII. A room with furniture will be provided within the hostel block to the Service Provider for storing all the requisite materials needed for maintenance and room services.
- XIII. During the period of agreement the Service Provider shall be fully responsible for the entire housekeeping arrangement to the trainees at the ZTC and for such number of other persons as may be decided by the competent authority. The Service Provider will be permitted to use the ZTC hostel and admin block to provide housekeeping services to the participants and others as permitted by the competent authority.
- XIV. The Service Provider shall return to ZTC all materials and equipments supplied by ZTC, as per inventory, on termination of the contract for any reason whatsoever.
- XV. The Service Provider shall pay GST as per prevailing rules and shall claim for the reimbursement from ZTC with proof of payment of the same.
- XVI. The Service Provider should attend the meeting whenever called for by the Competent Authority or any official of ZTC authorized by the competent authority and abide by the instructions given by the Competent Authority from time to time. The Service Provider shall also attend the Food Committee/any authorized committee Meeting to address to any issues that may arise in the matter of running of the Catering services once in a month or as and when required by the ZTC. The Service Provider shall be bound by the decisions taken in the meeting convened as aforesaid within the scope of the agreement.

- XVII. The ZTC shall not be a party for recovery of payment of any bills or dues from any of the customers/suppliers of the Service Provider.
- XVIII. In all cases of dispute, the matter will be referred to the Competent Authority and his/her decision shall be final and legally binding upon the Service Provider.
- XIX. Technical Bids will be evaluated on the basis of (a) Complete set of documents ( with in force validity and self attestation) as mentioned in Page no-9 to 10 (b) separate sealed envelopes containing technical bid( Page No-1 to 43 & 48 to 54 of tender document) and financial bid( Page no-44 to 47 ) duly filled with sign and seal on every page.

### **SERVICE PROVIDERS' RESPONSIBILITY FOR CATERING SERVICE**

- a. The Service Provider shall ensure cleanliness in the Kitchen, Dining Hall & Canteen including maintaining Hygienic environment. The kitchen and the dining hall should be maintained in a spic and span manner round the clock by using good quality disinfectants. The Service Provider should arrange for cleaning the tables immediately after dining and dispose of kitchen garbage/leftover food without causing any environmental hazards. He should liaise with the local municipal/civic authorities for disposal of garbage of all types daily. It is the responsibility of the Service Provider to dispose of the garbage in a suitable and approved manner.
- b. All Utensils (cooking & serving) must be washed with hot water & detergent daily to maintain proper hygiene.
- c. The Service Provider will be responsible for safety and security of all the internal items of furniture, fixtures, equipments, etc provided by ZTC.
- d. It will be the responsibility of the Service Provider to store the materials purchased, in a neat, tidy and hygienic manner in the space provided by ZTC. The security of such material will be the sole responsibility of the Service Provider.
- e. The electricity and water consumption charges shall be borne by the ZTC provided the Service Provider ensures – (a) that the items of usage e.g. switches, bulbs, chokes, taps, other plumbing materials etc. are always properly maintained, (b) that utmost economy is exercised in the consumption of water, electricity , (c) that the Service Provider abides by such restrictions as may be imposed or follow such instructions as may be issued by the appropriate Government/Civic/Electricity Authorities and the Competent Authority, (d) in times of scarcity of water, the Service Provider shall ensure availability of water from safe alternative sources and ensure that the operations/programs of the ZTC are not affected adversely in any manner whatsoever. Reimbursement shall be given on actual and such

conditions due to matters beyond the control of Service Provider, force majeure shall be applicable.

- f. The Service Provider shall provide adequate number of competent and trained workers for rendering impeccable services as given in the Annexure-X. Appointment of minors is strictly prohibited. The duties of the Service Provider will be round the clock for which suitable supervisory and other staff will be deployed. The Service Provider will be responsible for the payment of their wages and other benefits, if any. The Service Provider shall at its own cost provide to its workmen with proper uniform (Separate for Summer and Winter with shoes), badges/ID cards, etc in addition to the facilities applicable as per the Contract Labour (Regulation and abolition) Act, Minimum wages, etc. The Service Provider must deposit the amount of EPF and ESI contribution of the said workmen engaged by him regularly in time without failure as per the prevailing Labour Laws. The catering and kitchen staff has to be identified separately and not allotted sundry duties elsewhere in the premises.
- g. The Service Provider shall provide different types of uniform (clothes) to different category (e.g. Cooking, Serving/Helping) of workmen for easy identification ( 2 sets for each employee). (a) The cook and assistant cook, if any, should be proficient in different cuisine (South Indian/North Indian/Multi cuisine/Chinese/Continental etc.), (b) Allocation of duties/shifts etc. shall be the responsibility of the Service Provider, Under no circumstances sweepers or cleaners should be made to work in kitchen/canteen neither for cleaning utensils nor for serving food (c) In case of absence for a day or more, alternative arrangement should be made immediately to ensure that the quality of service is not affected adversely. Any workmen suffering from any ailment should be quarantined and replaced.
- h. For security reasons, the Service Provider shall provide the list of all the employees engaged by the Service Provider for the purpose of assisting the Service Provider in the matter of running the catering service in ZTC. Such list shall contain the details, viz. name, age, date of birth, sex, photo, educational qualification, designation, address, telephone number and health records. The Service Provider shall arrange for certification of medical fitness of its employees time to time.
- i. The Service Provider shall be solely responsible in respect of the employees appointed by him/her for the purpose of assisting the Service Provider to conduct catering service in ZTC premises. The ZTC shall not be a party to any disputes that may occur between the Service Provider and the employees appointed by the Service Provider.
- j. The Service Provider shall be responsible for any nuisance caused directly/indirectly or damages, loss or injury whatsoever that may be caused at any time to the property of the

ZTC or to any person or persons including any third party while running the catering services and all such damages, injury or loss to life or property shall be made good and/or as the case may be shall be paid immediately by the Service Provider to the satisfaction in all respects of the ZTC.

- k. In case the employees engaged by the Service Provider have any grievance, they will take it up with the Service Provider without any disturbance in the campus. Under no circumstances, agitation means are to be resorted to by workmen of the Service Provider. If the Service Provider's employees were to resort to agitation resulting in damage to ZTC property or hindrance to its work, the Service Provider would be liable to pay damages to ZTC. Further, such action by the Service Provider's workforce would result in termination of the contract.
- l. The Service Provider in the matter of running the catering service at ZTC, Jamshedpur shall at all times duly observe, abide and comply with the provisions of the various statutes that are in force or that which may be brought into force from time to time by the Central/State Governments/Municipal authorities.
- m. The Service Provider shall ensure that, it obtains an appropriate license from the Assistant Labour Commissioner (Central and State) under the Contract Labour (Regulation and Abolition) Act, 1970. In the event the agency does not obtain a license or does not renew the license on its expiry then, this agreement shall automatically stand terminated. In the event of such a termination ZTC shall not be liable to pay any compensation whatsoever to the agency.
- n. The Contractor must ensure compliance of the provisions of Food Safety and Standards Act 2006, Food Safety and Standard Rules 2011, Rules and Regulations of the Central Government, Local Municipal Authorities and other statutory requirements as relevant to running a Canteen and providing catering services in Zonal Training Centre. In case any fine/penalty is imposed by the Central/State/Local Authorities, then it shall be the responsibility of the Contractor and if any such fine penalty is paid by the Zonal Training Centre on this count, then the same shall be recovered from the monthly bill and/or Security Deposit.
- o. The workmen provided or employed by the Service Provider shall be at all times treated as the employees of the Service Provider and ZTC shall, in no way, be responsible or liable for their wages, salaries, bonus, gratuity or any other allowance, leave salary, wages for holidays or any compensation claimed or imposed by the appropriate authorities.
- p. ZTC shall accept no claim in the event of any of the Service Provider's workmen sustaining any injury, damage or loss to either person or property either inside or outside the ZTC

premises. The Service Provider should provide insurance cover as per the Workmen's Compensation Act for all its workers.

- q. The Service Provider shall have no presumptive right of absorption in the services of ZTC. In order to give effect to this the Service Provider shall incorporate suitable clause in the appointment orders to be issued to its workmen.
- r. The Service Provider shall at all times, keep ZTC effectually indemnified against all actions, suits, proceedings, losses, costs, damages, charges, claims and demands in any way arising out of or reason of anything done or omitted to be done by the Service Provider.
- s. The list of furniture, fixtures, equipments, etc to be provided by the ZTC and to be arranged by the Service Provider as per Annexure-III and Annexure-V respectively.

C. **SCOPE OF CONTRACT TOWARDS CATERING SERVICE.**

- (a) High standard of catering is expected at all times with due regard to quality, quantity, purity, cleanliness and hygiene of food stuff, dishes and in their preparation and handling and also in extending utmost courteous services to the participants and others. The Service Provider shall pay for all food stuffs/vegetables and articles used for the catering purposes and should always have on hand, good and sufficient supply of all articles, food stuffs and provisions necessary for the catering and the same shall be stored in a proper hygienic manner in suitable containers. Raw food items such as vegetables, milk, fish, chicken, eggs, fruits etc. shall be of fresh quality and should be stored in a clean and hygienic way. The items for breakfast/ lunch/ snacks/dinner should be prepared strictly as per the menu given in Annexure-IV, and any change in this regard can only be brought in consultation with the Food Committee/competent authority. All provisions/groceries/ingredients/spices/food items should be branded ones as mentioned in Annexure-VI. Only toned milk (As mentioned in Annexure-VI) of a reputed brand should be used. All the above items should be to the satisfaction of the ZTC.
- (b) Every quarter, Food Committee will provide daily menu of the food to the vendor and it should be displayed prominently in the dining area.
- (c) The Service Provider will be personally and solely responsible and liable for any consequences in case of any food poisoning. Stringent action including penalty will be taken by the competent authority for any kind of lapses apart from the action taken by the civic authorities.
- (d) From time to time, other programs as decided by the competent authority will be held for which catering service will have to be provided at the same rate. Extra items, if any, supplied on request, will be reimbursed to the Service Provider on pro-rata basis. The

Service Provider will use the infrastructural facilities belonging to the ZTC available in the said premises only for the ZTC purpose. The Service Provider shall ensure that all the items as mentioned in Annexure-III are always maintained in good working condition at his own cost and will have to be handed back to the ZTC in perfect condition at the end of the contract period or earlier, in case the contract is terminated. In case of defects/breakdown, the items will have to be repaired by the Service Provider and no reimbursement of repair charges will be done.

- (e) For kitchen, refilling of LPG shall be done by the Service Provider at his own cost only. Maintenance of gas burners, stoves, gas lines etc. with their regular servicing shall be the responsibility of the Service Provider at his cost.
- (f) The training sessions are conducted throughout the year. However, the number of trainees attending the session may vary from time to time. The ZTC does not guarantee any minimum number of participants each day. There may be breaks between the dates of each session. Notwithstanding this, the Service Provider's catering service shall be available throughout the year without any break. . If there are no training sessions during all working days of a week (i.e., from Monday to Friday), then ZTC, Jamshedpur undertakes to guarantee a retention payment of Rs.10,000.00 (Rupees Ten Thousand Only) per week.
- (g) Further, the training programme of ZTC is totally residential. However, under certain special circumstances, the participants are allowed to stay outside. In such case, Service Provider is entitled for payment in respect of breakfast to evening snacks.
- (h) The course coordinator will be provided the catering service from breakfast to evening snacks for the day for the ongoing training sessions. The cost of the same shall be paid by the ZTC as per actual along with the cost incurred for the trainee participants. The ZTC staff and faculty members can avail paid catering services at a concessional rate of 50% of the accepted rates only from breakfast to dinner. This facility shall be extended to the guests also. The Service Provider will keep their accounts and collect the dues from them. For official guests, the approval of the ZTC will have to be obtained within 24 hours. The Service Provider shall keep the canteen open and arrange for catering service one day prior to the commencement of a session and one day after the closing of a session up to breakfast, for the participants present in the hostel. The bill for such actual attendance will be paid by ZTC. Night stay-out register of the participants should be maintained by the Service Provider.
- (i) If any of the participants observes fast on a particular day, the food items should be provided to him/her accordingly during breakfast/lunch/dinner, on request without any extra charge.

- (j) If any of the participants falls sick or indisposed, he/she should be provided by the Service Provider the prescribed/needed special diet, in lieu of the normal food, and hot water as and so long as needed by him/her without any extra charge, which shall be served in the room, if necessary.
- (k) Apart from the items indicated in the menu as mentioned in Annexure-IV, the Service Provider shall supply, on demand, additional items for lunch/dinner or snacks at the rates mutually agreed upon. Whenever local excursions/trips are arranged by the ZTC, the Service Provider shall arrange for serving tea, snacks, lunch etc. as per the menu ordered during the excursion/trips and the charge will be as mutually decided upon.
- (l) The Service Provider shall provide special lunch/dinner in buffet style in the dining hall or in the lawn of the ZTC premises as per the menu decided by the food committee/competent authority. The price of such special Lunch/Dinner will be as per mutually agreed rate per plate and will be decided at the time of commencement of the contract This rate will not be revised in a contract year.
- (m) Details of catering items shall be as indicated in Annexure-IV. The participants can opt for vegetarian/non-vegetarian food and the Service Provider shall provide the same. The details of their choice can be obtained from the 'check-in' register filled in by the participants at the time of reporting for the training session.
- (n) Service provider will keep one electric kettle for each room along with cups and saucers for each participant. Sufficient number of Tea/Coffee, milk sachets and sugar cubes or sachets should be kept for each participant in the room separately. Breakfast, lunch, snacks and dinner shall be served in the dining hall unless otherwise specified by the ZTC. Forenoon and afternoon tea and coffee with biscuit shall be served at the pantry/lounge/class rooms on the days of the training sessions. The electric kettle, cups, saucers, Tumbler, crockery etc. should be cleaned thoroughly and well maintained. They should be immediately replaced, if broken/cracked/damaged/become unusable.**
- (o) The Service Provider shall ensure that the food items supplied are as per the standards/quality as prescribed by the Civic authorities, if any fine is imposed by them (i.e. by the food inspectors, etc) the same shall be borne by the Service Provider and the ZTC shall not be responsible for the same. On the other hand the ZTC may impose additional fine for such lapses.
- (p) The Service Provider shall use only good quality raw material preferably branded material (as mentioned in Annexure-VI) for preparing food items.

- (q) For ensuring quality and quantity of food, a committee appointed by ZTC will do inspection on regular basis and no extra cost shall be borne by ZTC for such inspection.
- (r) The wages distribution to the workmen engaged to be made within 5<sup>th</sup> of the following month in presence of the authorized representative of ZTC.

**D. PAYMENT TOWARDS CATERING SERVICES:**

The monthly payment shall be made by 5<sup>th</sup> of every month on submission of invoice along with wages register as specified in Contract Labour (Regulation & Abolition) Act,1970, proof of payment of ESI and PF of previous month. Service Tax would be payable as per prevailing rules on production of proof of payment of the same.

Income Tax as applicable will be deducted while making every payment.

**Penalty Clause for Service Deficiencies:**

The Corporation will recover following penalties from the proceeds of the Contractor:-

- a) In case the service provider uses provisions/ oil/ vegetables etc. of unbranded or other than the Brand mentioned in Annexure-VI or in case of deficiencies such as
- stale food
  - unhygienic food
  - inadequate food
  - failure to serve within prescribed hours
  - gross and unauthorized deviation from menu
  - too spicy/ very oily food.
  - not wearing proper uniform while cooking/serving,
  - or the quality of Catering Services is found to be below standard,

**If deficiency is found by the Food Committee or the representative(s) as appointed by the Competent Authority during their surprise checking & inspection in any of the running session on above mentioned grounds, a penalty of deduction to the tune of 10% of the food bill of each such running sessions will be imposed. Service provider will be warned not to repeat the same in future. If the lapses continue and found again during the surprise check after a gap of few days, the deduction of 10% from food bill of all the sessions during this period will be imposed assuming that the service provider has not improved his services. However In case of any ambiguity or dispute, the decision of the Competent Authority ZTC will be final,**

- b) Penalty may be imposed for Service Deficiencies as per feedback of participants, Admin, and Faculty, at the discretion of the Competent Authority:  
Penalty will be charged on entire catering bill if the feedback of participants is adverse as 'Average' and/ or 'Poor' ratings with regard to quality or quantity of food served to them, **deduction of up to 5% is attracted on food bill for each lapse (quality or quantity) of a session when 25% of the participants of that session give such adverse rating subject to**

**the condition that total number of participants in a session should be 10 or more.** Deduction is on the total bill for each session from the contractor's catering bills, subject to suitable comments by Admin and recommendation by the Authorised Committee, placed before the Director/ Competent Authority.

An additional 1% for each block of 5% adverse rating beyond 25% feedback, from the total bill for each session from the contractor's catering bills, subject to suitable comments by Admin. and recommendation by Housekeeping and Catering Committee, placed before the Director/ Competent Authority.

## **DECLARATION**

I hereby agree to all the Terms & Conditions mentioned above without any condition whatsoever. I also further agree that all the deficiencies will attract penalty and the recovery will be affected without any notice to me.

In case of my premature withdrawal from the Catering services for any reason, whatsoever, during the period of the agreement or in case of my failure in course of the agreement period to comply with these terms and conditions, the CA is at liberty to forfeit my security deposit paid by me.

Date: SIGNATURE OF THE CONTRACTOR Seal of the Contractor

Place:

Witness: Signature

Name

Address

## **SERVICE PROVIDERS' RESPONSIBILITY IN HOUSEKEEPING SERVICES**

- a. The Service Provider shall ensure cleanliness in the premises including maintaining Hygienic environment. The Administrative and training building, Hostel block and hostel rooms, Auditorium, VVIP Guest House (Johar), Parking areas, Pathways, Common area of ZTC Officer's quarters, Director's Bungalow, Pump Room, Transformer/Switch/Electricity Room and the open to sky area should be maintained in a spic and span manner round the clock by using good quality disinfectants . He should liaise with the local municipal/civic authorities for daily disposal of garbage of all types. It is the responsibility of the Service Provider to dispose off the garbage in a suitable and approved manner.
- b. The Service Provider shall be responsible for the inventory of the items kept in the hostel rooms and it should ensure that all the items are available at the time of vacating the rooms by the

- occupants, at the end of each training session. Monthly stock reconciliation shall be done together by service provider and ZTC. Worn out items shall be recorded and certified.
- c. It will be the responsibility of the Service Provider to open and close the entrances of the buildings, rooms etc. as may be required.
  - d. The Service Provider will be responsible for safety and security of all the internal items of furniture, fixtures, equipments, etc provided by ZTC and also the belongings of participants/inmates.
  - e. It will be the responsibility of the Service Provider to store the materials purchased related with housekeeping service, in a neat, tidy and hygienic manner in the space provided by ZTC. The security of such material will be the sole responsibility of the Service Provider.
  - f. The electricity and water consumption charges shall be borne by the ZTC provided the Service Provider ensures – (a) that the items of usage e.g. switches, bulbs, chokes, taps, other plumbing materials etc. are always properly maintained, (b) that utmost economy is exercised in the consumption of water, electricity, (c) that the Service Provider abides by such restrictions as may be imposed or follow such instructions as may be issued by the appropriate Government/Civic/Electricity Authorities and the Competent ZTC Authority, (d) in times of scarcity of water, the Service Provider shall ensure availability of water from safe alternative sources and ensure that the operations/programs of the ZTC are not affected adversely in any manner whatsoever. In this case 50% of the cost of water procurement will be borne by ZTC.
  - g. **Minor Repairs:**-The Contractor shall also attend to minor jobs pertaining to carpenter and plumber work at the Hostel, Administrative Block, Auditorium, VVIP Guest House (Johar), Director's Bungalow, Staff Quarters. Carpentry Jobs involving repair of bolts, hinges, locks, door stopper, door closer etc ( Item Value up to Rs.1000/-per item ) are to be done at the cost of the Contractor. All labour charges for such repair and items will also be borne by the Contractor. Qualified Plumber and Carpenter with all required tools should be available to attend to plumbing and carpentry repairs and maintenance jobs such as change of washers, ball cocks, spindles, water taps and similar items ( Item Value up to Rs.1000/-per item ) are to be done at the cost of the Contractor. All labour charges for such minor repair and items will also be borne by the Contractor. Plumber and carpenter will attend all such maintenance complaint as and when raised. The condition will remain same if outside plumber or carpenter is engaged for the above minor repair works.
  - h. The amounts specified in **Part-B (Financial Bid)** is inclusive of all i.e. providing Housekeeping services and inclusive of all statutory payments, minimum wages (Central or State whichever is higher) and all other benefits to the workmen as per statute or payment of their legal dues, PF, ESI, taxes, charges, levies, etc. if any. Service tax will be payable as per prevailing rules. The Service Provider shall not be entitled to make any other demands monetary or otherwise from ZTC during the term of this contract.
  - i. The Service Provider shall provide adequate number of competent and trained staff for rendering impeccable services towards housekeeping at its cost. Deployment of workmen will be as per **Annexure-X** The duties of the Service Provider will be round the clock. Suitable supervisory and other staff will be deployed round the clock. The Service Provider will be responsible for the

payment of their wages and other benefits, if any. The Service Provider shall at its own cost provide to its workmen with proper uniform, badges/ID cards, etc in addition to the facilities applicable as per the Contract Labour (Regulation and abolition) Act, Minimum wages, etc. The Service Provider must deposit the amount of EPF and ESI contribution of the said workmen engaged by him regularly in time without failure as per the prevailing Labour Laws. The Service Provider shall provide different types of uniform (Summer and Winter clothes and shoes) to different categories of workmen for easy identification. Allocation of duties/shifts etc. shall be the responsibility of the Service Provider. In case of absence for a day or more of any workmen of Service Provider, alternative arrangement should be made immediately to ensure that the quality of service is not affected adversely.

- j. The Service Provider shall be solely responsible in respect of the employees appointed by the Service Provider for the purpose of assisting the Service Provider to conduct the housekeeping services in ZTC premises. The ZTC shall not be a party to any disputes that may occur between the Service Provider and the employees appointed by the Service Provider.
- k. The Service Provider shall be responsible for any nuisance caused directly/indirectly or damages, loss or injury whatsoever that may be caused at any time to the property of the ZTC or to any person or persons including any third party while running the Housekeeping services and all such damages, injury or loss to life or property shall be made good and/or as the case may be shall be paid immediately by the Service Provider to the satisfaction in all respects of the ZTC.
- l. For security reasons, the Service Provider shall provide the list of all the employees engaged by the Service Provider for the purpose of assisting the Service Provider in the matter of running the housekeeping services in ZTC. Such list shall contain the details, viz. name, age, date of birth, sex, photo, educational qualification, designation, address, telephone number and health records. The Service Provider shall arrange for certification of medical fitness of its employees time to time. Any workmen suffering from any ailment should be quarantined and replaced. At least two workmen, who is required to be engaged in the administrative building for sundry jobs, shall have knowledge of reading and writing in English/Hindi.
- m. In case the employees engaged by the Service Provider have any grievance, they will take it up with the Service Provider without any disturbance in the campus. Under no circumstances, agitation means are to be resorted to by workmen of the Service Provider. If the Service Provider's employees were to resort to agitation resulting in damage to ZTC property or hindrance to its work, the Service Provider would be liable to pay damages to ZTC. Further, such action by the Service Provider's workforce would result in termination of the contract.
- n. The Service Provider in the matter of running the housekeeping and maintenance services at ZTC, Jamshedpur shall at all times duly observe, abide and comply with the provisions of the various statutes that are in force or that which may be brought into force from time to time by the Central/State Governments/Municipal authorities.
- o. The Service Provider shall ensure that, it obtains an appropriate license from the Assistant Labour Commissioner (Central) under the Contract Labour (Regulation and Abolition) Act, 1970. In the event the agency does not obtain a license or does not renew the license on its expiry then, this

agreement shall automatically stand terminated. In the event of such a termination ZTC shall not be liable to pay any compensation whatsoever to the agency.

- p. The workmen provided or employed by the Service Provider shall be at all times treated as the employees of the Service Provider and ZTC shall, in no way, be responsible or liable for their wages, salaries, bonus, gratuity or any other allowance, leave salary, wages for holidays or any compensation claimed or imposed by the any authorities.
- q. ZTC shall accept no claim in the event of any of the Service Provider's workmen sustaining any injury, damage or loss to either person or property either inside or outside the ZTC premises. The Service Provider should provide insurance cover as per the Workmen's Compensation Act for all its workers.
- r. The workmen of the Service Provider shall have no presumptive right of absorption in the services of ZTC. In order to give effect to this the Service Provider shall incorporate suitable clause in the appointment orders to be issued to its workmen.
- s. The Service Provider shall at all times, keep ZTC effectually indemnified against all actions, suits, proceedings, losses, costs, damages, charges, claims and demands in any way arising out of or reason of anything done or omitted to be done by the Service Provider.
- t. The list of furniture, fixtures, equipments, etc will be provided by the ZTC and to be maintain by the Service Provider.
- u. The service provider shall not be liable for any dues to be paid to the employees/vendors, creditors etc before the commencement of services and may have been acquired by previous service provider.

#### SCOPE OF CONTRACT TOWARDS HOUSEKEEPING SERVICE

- A)** Our LIC ZTC consist of one administrative building (Jeevan Vidya), auditorium, Hostel building (Sanghmitra), VVIP Guest house (Johar), Officers quarters (Ashryam) and Director's bungalow (Baha). Our administrative building consist of two floors where there are 3 class rooms, one computer room, four syndicate room, one VC room, one cash counter, one library and chambers of our officials and staff, common area etc. There are 58 rooms in our hostel of two beds each besides one common (TV) room and one recreation room. Apart from these, there are open area, parking place, corridors etc.
- B)** Daily sweeping and mopping the floor of the entire administrative building which will include both the floors including staircase, toilets and common area etc. and arrangement of class rooms. All general toilets are to be cleaned 3 to 4 times a day.
- C)** Daily sweeping and mopping the floor of the entire hostel building which will include all the three floors including staircase, rooms & toilets, common toilet, staircase, reception area, open area, recreation room, common room etc.

- D) Daily sweeping of common/open area outside building, passage, corridor, common/open area of Director's Bungalow, Common area, and roof of officer's quarters, parking place etc.
- E) Sweeping and mopping the floor of the auditorium building staircase, toilets, dais, and common area of Staff quarters etc are to be done twice a week and as and when required.
- F) Upkeep of the materials and equipments, furniture and fixture, sporting tools in the Recreation Hall and Gymnasium in the Hostel Building.
- G) Maintenance of proper registers and records of (i) Arrival/departure of participants/faculty members/guests at ZTC's programmes (ii) "Check in" and "Check out" of the participants (iii) Sports equipments (iv) Medical Attendance if attended (v) Night stay out or any other register required by ZTC.
- H) The Zonal Training Centre shall **provide wall clocks in each hostel room, all linen such as mattresses, pillows, bed sheets, pillow covers, bed covers, dust-bins, towels, blankets, slippers for participants in hostel rooms and locks and keys**, etc. to the Contractor. Stock of these items supplied by the Corporation has to be submitted by the contractor every quarter to the office for inspection.
- I) Service provider shall provide bath soap, shampoo sachet for each participant, hand wash, mosquito repellent etc, for each room of the specification mentioned in this contract for the use of each trainees/faculty, occupant of the hostel.
- J) Maintenance of a First Aid Box as per Annexure-XI with basic necessary medicines within the expiry date at the cost of the Service Provider.
- K) To arrange for the regular washing of bed sheet, pillow covers, towels etc since they are to be changed once in three days and at the time of all new entry.
- L) Supply of two Daily News papers (one English/one Hindi) of repute to each room of the hostel on session days only, the cost of which will be borne by the Service Provider.
- M) Liquid hand wash will also be kept on all wash basins of administration block , hostel rooms and hand wash area of dining hall.
- N) Upkeep of the duplicate keys of all the rooms and buildings.
- O) To ensure appropriate assistance to the boarders in case of their sickness such as calling on a doctor, purchasing medicine, sending to hospital, if required at the cost of the boarders.
- P) Regular lifting of water from sump. The service provider will ensure providing the service of one plumber for attending to operations of water pumps and plumbing problems. He will be responsible for regular & timely lifting of water from the sump, putting all the water taps in the campus and the buildings, on and off at the appropriate time. He will ensure that no taps leak.
- Q) The staff engaged by the Service Provider for housekeeping service to be provided with cleaning materials such as Liquid soap, air fresheners in toilets/bathrooms, floor

cleaner(liquid/powder),naphthalene balls, room freshener, broomstick, floor duster, general duster, mopping materials, dusting cloth and allied materials required for this service. Naphthalene's cubes are to be kept in the basin regularly. All the toilets are to be provided with mug and wastebasket etc. Good brand bath soap, liquid soaps and mosquito repellent mats/liquid to be provided to participants in each room and to be refilled as and when needed. As and when required the battery of remote of AC and wall clock, etc to be changed for which no additional amount to be paid.

- R) Cleaning of water coolers once in a week and storage of sufficient drinking water in water coolers both in hostel and administrative block and supplying water to hostel rooms.
- S) Opening and closing of rooms/library/class rooms/chambers/offices of administrative block/auditorium/Johar, etc. Spraying of room fresheners periodically in all the rooms and halls of Hostel block, Administrative block and Auditorium.
- T) Daily dusting, wiping and cleaning of all furniture and fixture in the administrative building, chambers, rooms, doors, windows, etc and this job should be completed by 09:00 am. All cleaning jobs in the hostel building are to be done between 10:00 am to 01:00 pm. Entire fans, bulbs/CFL and tube lights of entire ZTC are to be kept cleaned.
- U) Providing drinking water in all the chambers, workstation, library, etc. During the days of session, drinking water has to be arranged for the participants in the classrooms. The Contractor shall provide branded 20 Litre of packaged drinking water with two dispensers, one for class-rooms and one for Administrative block. The Contractor shall provide sufficient number of water-jugs and glass tumblers for trainees in class rooms and arrange refilling of drinking water twice or as frequently required by the participants. He shall also provide hot water if so required by the trainees/Faculty.
- V) In case any untoward incidents like theft or loss of any belonging/cash that takes place from the occupants' rooms due to negligence on the part of the workmen employed by the Service Provider, the Service Provider will be liable for compensating the loss and the decision of ZTC will be final and binding on all such cases. The reports of enquiry committee so setup for the purpose shall be available to the service provider.
- W) The service provider will have to supply the following new, branded, good quality items duly verified and approved upfront by the CA and maintain them in clean and perfect order: *Water Cool Keg (2 liters)(Milton/Cello), two Hangers for each participant, Glass Tumblers, Mosquito Repellent (All out Liquid, good night), etc.*
- X) All the materials supplied must perfectly conform to the samples approved by the CA. If the items provided are subsequently found defective and unsatisfactory or are of inferior quality, then such items shall be replaced immediately by the Service Provider. In case during surprise checking/inspection it is found that there is deficiency in providing these above mentioned articles, a penalty of deduction of 10% of monthly bill will be imposed.

- Y)** All the utility items viz., buckets, mugs, glasses, flasks, door mats etc. shall be cleaned thoroughly & regularly at least once in a week and these should not be allowed to appear dirty, patchy or scary.
- Z)** The contractor will provide the skilled services of a Carpenter, a Mason and an Electrician as and when required.
- AA)** The service provider will ensure Cleaning of all drainage/chamber located in the campus. No waste paper shall be kept inside ZTC building.
- BB)** The room boys will provide assistance to carry the luggage of the participants and accompany them to and from the hostel rooms.
- CC)** Removal of cobwebs and cleaning of the pools in entire premises should be done once in a week.
- DD)** The service provider will ensure cleaning of overhead water tanks both for hostel and Admn. Blocks, Johar, staff quarters and director's bungalow in every second month on the last Sunday. He will keep the records of cleaning.
- EE)** The service provider will ensure cleaning and disinfection of the Sump once in 6 months through skilled workers.
- FF)** The service provider will ensure the cleaning of rooms & change of linen before allotting the same to any new participant irrespective of the time of allotment.
- GG)** The service provider will ensure cleaning of water coolers on every Sunday and store sufficient drinking water in water coolers daily both in hostel and administrative blocks.
- HH)** The service provider will ensure maintaining the recreation room situated in the Hostel Block with proper care of the equipments, other sports materials. Necessary records as prescribed by CA will have to be maintained by him.
- II)** The service provider will ensure rectification/compliance of all complaints / suggestions made by the CA/committee members/ participants/ faculty members/ staff. A complaint register in prescribed format should be kept at the Hostel Reception counter which will be inspected by ZTC officials as and when felt necessary. Format of Complaint Register will be provided by ZTC.
- JJ)** Either the Manager or the Supervisor should be available round the clock. The Manager / Supervisor shall ensure timely rendering of all types of services covered under the agreement.
- KK)** The service provider shall provide separate colored uniforms to different categories of workers (2 sets to each worker) for easy identification. All workers shall wear their uniforms neat and clean with photo ID badges throughout, while they remain in ZTC campus.

- LL)** Reception shall be manned by at least one receptionist round the clock 24x7 in rotation at reception counter in hostel building. He should be a qualified person who will receive people operate the EPBAX phone and will be the single point of contact for all the room services under the contract.
- MM)** Hostel room occupancy position should be submitted by the service provider on daily basis to ZTC administration.
- NN)** The service provider will provide support services of 2 skilled/experienced workers as office boys to administration (as approved by Competent Authority).
- OO)** In terms of provisions of Section 33(3) of the Insurance Act, 1938, as amended by The Insurance Laws (Amendments) Act, 2014. Insurance Regulatory and Development Authority of India (IRDAI) is authorized to verify all such books of accounts, register, other documents and the data base in the custody of contractor in respect of service outsourced by LIC of India. It shall be the duty of the contractor to provide such documents/information as may be required by IRDAI within such time as may be specified by the IRDAI.
- PP)** Any omission on the part of ZTC, to exercise any of its rights at any time under these terms & conditions shall in no way impair or affect the validity of the terms & conditions and rights of the ZTC to enforce its rights at any time subsequently.

#### **PAYMENT TOWARDS HOUSEKEEPING SERVICE**

Cost of Housekeeping will consist of two parts, Fixed Cost and Variable Cost which are described herein below.

- a. Fixed cost will be paid towards daily/regular services provided by the service provider. It will include all the services/jobs which are to be done irrespective of the facts that any session is in progress or not.
- b. Variable cost will be paid towards service provided to a trainee participants or visiting guest/ faculty on the number of days basis. It will be based on per participants per training day basis. While arriving this cost actual number of days of ongoing session will be taken. Constituent of variable cost are those which occur only when a physical offline session is going on. It consist of the cost of daily news-papers , Mosquito repellent, washing charges of linen and towels, bathing soap and other toiletries supplied to each and every participant etc. For example: on average, we have 750 trainees per month hence total variable cost per month should be calculated as 750 x Variable Cost per trainee. The average number of participant may vary by 5% to 10% from the average number of trainees mentioned above.
- c. Payment will be made on monthly basis. While arriving variable cost all the sessions ending in a month will be considered.

Income tax as per rules would be deducted.

**Penalty Clause for Service Deficiencies:**

The Corporation will recover following penalties from the proceeds of the Contractor:-

a) Whenever the quality of House-keeping is found to be below standard on the basis of the periodical report of Authorised committee, the Manager Admin. may recommend a deduction of 10% of the Housekeeping amount from the Contractor's bill to the Competent Authority after informing him, and the decision of the Principal, Zonal Training Centre shall be final. However, if the quality of Service continues to remain poor, over the following month, an additional 10% may again be recommended by Authorised committee at the behest of the Manager Admin. to the Competent Authority. In the event of unsatisfactory service at any point, the Director, ZTC, Jamshedpur may forthwith terminate the Contract with due prior notice and the Contractor shall not claim compensation whatsoever against the ZTC, Jamshedpur or any of its Officers in consequence of such termination.

b) Penalty may be imposed for Service Deficiencies as per feedback of participants, Admin, and Faculty, at the discretion of the Competent Authority:

Penalty will be charged on proportionate Housekeeping bill if the feedback of participants is adverse as 'Average' and/ or 'Poor' ratings with regard to cleanliness by 25% Participants. For each session, deduction of up to 5% is attracted on 25% adverse rating. Deduction will be on the proportionate Housekeeping bill from the contractor subject to suitable comments by Manager(Admin) and recommendation by the Authorised committee, placed before the Director/ Competent Authority.

An additional 1% for each block of 5% adverse rating beyond 25% feedback, from the proportionate bill from the contractor's housekeeping bills, subject to suitable comments by Manager(Admin) and recommendation by Authorised Committee, placed before the Director/ Competent Authority.

c) **Penalty for Other Reasons:** In case the services are not found satisfactory, LIC, ZTC, Jamshedpur will be at liberty to withhold any payments or levy penalty as decided by the Authorised committee of ZTC or an officer authorized by Director, ZTC.

Nature of Lapse	Penalty
Complaints regarding housekeeping arrangements entered in the Complaints/ Suggestion Register and remaining unattended within 24 hours.	Rs.100/- for each unattended complaint.
Allotting a room without cleaning.	Rs.100/- per room on each occasion/ complaint.
Allotting a room without changing linen.	Rs.100/- per room on each occasion/ complaint.
Delay/ Non performance in providing services	Rs.100/- each item /day of delay.
Disposal of Garbage not done daily.	Rs. 100/- for each failure/complaint.
Pilferage/ damage/loss to ZTC in any manner	Replacement value of the item Pilfered/ damaged/ lost and value of time lost in setting

	right the damage.
When ZTC has to manage for any services not done by the Contractor	Double the cost + Penalty as decided by Competent Authority
Failure to deposit the items listed in Schedule- I within the prescribed time limit. Missing items or short supply of materials. Substandard material /unapproved brands are provided.	Proportionate amount will be recovered from the amount payable to the Contractor for the corresponding month.
Any lapses (other than mentioned above) related to House Keeping Services	As assessed by Competent Authority.
Mis-utilization of ZTC facility by Housekeeping Staff. (Eg. Making use of Hostel rooms, Toilets, ACs, etc)	Rs.1000/- per day + services of that particular Housekeeping Staff will be terminated after repetition of such lapse on two occasions.
Any persistent lapse	Double penalty

**DECLARATION**

I hereby agree to all the Terms & Conditions mentioned above without any condition whatsoever. I also further agree that all the deficiencies will attract penalty and the recovery will be effected without any notice to me.

In case of my premature withdrawal from the House Keeping & Maintenance services for any reason, whatsoever, during the period of the agreement or in case of my failure in course of the agreement period to comply with these terms and conditions, the CA is at liberty to forfeit my security deposit.

Date:

**SIGNATURE OF THE CONTRACTOR**

Place:

**Seal of the Contractor**

Witness: Signature

Name :

Address :

ANNEXURE-I

APPLICATION-cum-COMPLIANCE REPORT

To  
THE DIRECTOR,  
ZONAL TRAINING CENTRE, LIC OF INDIA,  
FARM AREA,ROAD NO-4(EXTN),KADMA,  
JAMSHEDPUR

Sub: Tender for Providing Catering, Housekeeping & General Maintenance Services on Contractual basis at ZTC, JAMSHEDPUR

Dear Sir/Madam,

I/We certify that I/We have read the Eligibility Conditions, Responsibility of the Service provider, Scope of Tender, Terms and Conditions of the Tender. I/We undertake that it is my/our responsibility to ensure that being the employer in relation to persons engaged/deployed by me/us to provide the services/activities under this tender as well as to make the payment of monthly wages/salaries, which in any case shall not be less than the minimum wages prescribed under the Minimum Wages Act, 1948 as notified/revised by Chief Labour Commissioner (C), Ministry of Labour & Employment, Government of India or as fixed by Labour Department, Jharkhand Government, whichever is higher and Payment of compensation for Overtime/weekly off/National holiday/Any other holiday as applicable and amended from time to time.

I/We will also comply with the requirements of various statutes, relevant to this Contract, such as Contract Labour (Regulation and Abolition) Act, 1970, Contract Labour (R & A) Rules, 1971, EPF Act,1952, ESI Act (1948) The Industrial Dispute Act 1947 The Equal Remuneration Act 1976 Employees Compensation Act 1923 (Workmen's Compensation Act 1923) , The Payment of Bonus Act 1965, Payment of Gratuity Act 1972, Child Labour (Prohibition & Regulation) Act, 1986 as applicable and as amended from time to time and or any other Rules framed there under from time to time by the Central or State Government and or any authority constituted by or under any law, for the category of persons deployed by me/us.

I/We undertake to comply with the provisions of Food Safety and Standards Act, 2006, and Rules framed there under. I/We shall obtain requisite permission/license for providing catering services from concerned department of Central/State/Municipal Authorities/any other authority.

I/We will also obtain License under Contract labour (R & A) Act, 1970 to provide Catering, Housekeeping & General Maintenance Services at ZTC, JAMSHEDPUR, if applicable.

I/We have inspected the Canteen Halls, Hostels, Auditorium, Classroom, Administrative Building, Officer's Quarters, Director Bungalow, ZTC Premises, etc and I am/We are satisfied that ZTC premises and the Furniture's & Fixtures etc provided at the ZTC premises are appropriate & meets the requirements to provide Catering & House Keeping Services.

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

LIC ZTC, Farm Area, Road No-4[Extn],Kadma, Jamshedpur-831005, Email:ecz\_ztc@licindia.com, Phone No.-0657-2309336

I/We declare that I/We have read and fully understand the tender document containing Notice inviting Tender, Eligibility Criteria, Instructions to Tenderer, general terms and conditions, Scope of work and all Annexures attached to and forming a part of tender document. I/We have understood the contents of complete tender document (Technical Bid as well as Financial Bid) and comply with all the terms and conditions mentioned therein in letter and spirit.

In witness of what is stated hereinabove, I/We have put my/our respective signature alongwith the Rubber Stamp/Seal of the Establishment which I/We represent on this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

Place: .....

Signature of Tenderer: -----

Name of the Tenderer: -----

(seal)

Date: .....

Address: -----

**ANNEXURE- II**

**BIDDER'S PROFILE**

Name of the Company/Individual/Firm/Organization :  
and Address (with telephone number)

Name of the Contact Person with Tel No.& e-Mail ID :

Details of Registration with Labour Deptt./ :

Name of the Proprietor/Partners/ :

Directors together with technical

Qualifications :

Past Experience in the field :

(years) (Please enclose testimonials on the above)

Affix duly attested  
PP size recent  
photograph of the  
authorized  
representative of the  
prospective bidder.

Period of Contract		Name of the Firm/ Person/ Organization for whom catering, housekeeping contracts undertaken	Type of the Contract undertaken	Value of contract &other details	Remarks, if any
From	To				

(You can use additional sheets, if required)

List of Organizations/Persons to whom Catering & Housekeeping services are presently being rendered, along with certificate proofs:

Period of Contract		Name of the organization	Type of the Contract	Value of the Contract (in Lacs)	Name of the Contact Person with Mob No.
From	To				

(You can use additional sheets, if required)

LIC ZTC, Farm Area, Road No-4[Extn],Kadma, Jamshedpur-831005, Email:ecz\_ztc@licindia.com, Phone No.-0657-2309336

Annual turnover during the last three financial years (Enclose copies of last three years Audited financial statements)

Year	2018-2019	2019-2020	2020-2021	2021-2022
Turnover (Rs. In Lac)				

Whether an Income Tax Assessee? :  
If yes, Permanent Account Number  
And enclose a copy of latest Assessment order.  
Contract Labour (R&A) Act License No :

Registration No. under Shops & :  
Establishment Act (enclose photocopy)

GST Registration No :  
Sales Tax Registration No :  
EPF Registration No :  
ESI Registration No :  
(Enclose photocopies of each)

Enclose Experience certificate from :  
Previous & present clients

No. of persons employed : Permanent :  
: Temporary :

Names of references and their addresses : a)  
With telephone numbers

b)

Date :

Signature of the Tenderer with seal  
Name & Address

Note: Documentary evidence to be enclosed.

Annexure-III

SCHEDULE OF THE EQUIPMENTS PROVIDED BY ZTC.

SN	FACILITY	QUANTITY
1	Water	As per requirement
2	Electricity	As per requirement
3	Deep freezer 30"x30"x73" -500Ltrs Capacity	01
4	Refrigerator	01
5	Iron Kitchen Rack	02
6	Gas Burner with regulator	08
7	Dosa Tawa	01
8	Bain Marie	02+01( Single for veg)
9	Microwave at Office admin building	01
10	Wet Grinder	01
11	R.O Water Purifier	03
12	Water Cooler	03
13	Insect Killer	03
14	Electrical and other furniture fixtures	As available
15	Furniture, Mattresses, Bed sheets, Curtains, Blankets, Towels, Pillows etc. for Hostel Rooms	As per requirement
16	LPG Cylinder 19Kg – Cost of refilling of gas is to be borne by the Service Provider	12
17	Fire Extinguisher-5 Kg	01
18	Godrej Almirah	02
19	Godrej Multiplex Racks	02
20	Tables in Dining Halls	22
21	Chairs in Dining Halls	92
22	Wooden Dinning Table set	1 table + 6 chairs

## Annexure-IV

### MENU OF FOOD ITEMS

Standard Bed Tea Sufficient nos of Tea/Coffee, Milk and Sugar Sachet/Cube and mini pack of two biscuits for each participant

Breakfast (08.00 am to 09.30 am)

Common items on all days

1. Toasted Bread slices with Butter / Jam – 2 cubes
2. Corn Flakes/Dalia with Milk ( Cornflake 50gms and Milk 200 ML)
3. Fresh Fruit Juice / Fresh fruits whole (seasonal)
4. Egg (2 Nos.) Boiled / Omelet.( Double)
5. Standard Tea and Coffee

And

Any one of these combinations–(with no repetitions consecutively)

Idly & Vada with Sambar & Chutney.

Puri with Sabji/Channa Masala.

Masala /Plain Dosa with Sambhar & Chutney.

Upma with Sambhar.

Utappam with Sambhar & Chutney.

Alu Paratha with tomato souce and Dahi.

Chhola Bhatura

Plain paratha with vegetable

Sattu paratha with sabji

Khasta Kachouri

Mid-Session Tea breaks– (11.30 am to 11.45 am)

..... (3.30 pm to 3.45 pm)- Standard Tea & Coffee with biscuits

Lunch (01.30 pm to 02.00 pm) - (no consecutive repetitions)

Good Quality Plain Rice/Flavoured Rice/Jeera Rice (Basmati Rice)

Chapatti/Phulkas

Good Quality Dal

Any one of the following for Non vegetarians and any two for Vegetarians :-

Rajma / Mutter / Channa Masala, / mix vegetable / Gobi Masala / seasonal vegetable etc.

Veg Navaratna /Veg Manchurian/Paneer Chilli/Malai Kofta/Paneer Butter Masala

One Fried Vegetable / Bhujia for all

Any one of Chicken/Fish (For Non-Vegetarians – 200 grams)

Salad ,Papad ,Branded pickles (Achar)

Curd / Raita / Dahi Vada/ Chutney

Two Sweets(Gulab Jamun/ Rasgulla) of standard size or 100gram Ice-cream

Evening Snacks with no consecutive repetitions (05.30 pm to 06.30 pm)

Standard Tea and Coffee with any one of the following Snacks:

Pav Bhajee

Veg. Pakoda

Samosa

Aloo Chop

Veg. Sandwich

Veg. Patties

Vada Pav

Onion Pakoda

Capsicum Pakoda

Dhokala+Chatni

( With every snacks chatni of Dhania/pudina along with sauce should be served)

Dinner (08.30 pm to 09.30 pm)

(Repetitions of items on consecutive days to be avoided)

Soup

Good Quality Plain Rice/Veg polao/Fried Rice/Jeera Rice

Chapatti / Phulkas

Dal Makhani / Tadka Rajma / Palak Paneer / Veg Navaratna / Mutter Paneer/ Veg Korma / Paneer Chilli AND

Gobi Masala / Channa Masala / mix vegetable / seasonal vegetable etc.

One Fried Vegetable / Bhujia

Salad, Papad, Branded Pickles (Achar) & Chutney

Good quality Curd / Raita

Two Sweets(Gulab Jamun/ Rasgulla) of standard size/Ice-cream (100 gram) / Moong Dal Halwa / Sewai / Gajar Halwa / Kheer Kadam/Kheer/Fruit Custurd.

Dinner Pack: The contractor shall provide Vegetarian DINNER PACKS to the participants who are leaving the hostel after 5.30 pm and not taking dinner after completion of their training. Dinner packs will contain disposable spoon, Napkin, Dry Sweets (one piece), Dahi (one Packed cup of 100 gm-Amul/Sudha/Medha Dairy), Pickle, Aloo Parathas/Plane Parathas/ Puris and one dry vegetable etc, sufficient for one person in take away packing. Rate of dinner pack will be 75% of the rates for dinner as quoted in the Financial Bid.

Note:

1. Fried Saunf,Candy Sugar,Tooth picks to be served at the end of every Meal.
2. Serving Boul size Dals and Curries should be of 150 ml .
3. Adequate quantity should be served where quantity is not specified.

**Annexure-V**

<b><u>Items To be arranged by the Service Provider</u></b>	
1	Gas refilling
2	Cups and Saucers (Only Bone China).
3	One Electric Kettle of Reputed Brand for each Hostel Room
4	Vegetable Cutter
5	Steel Idly maker for at least 120 idlies perbatch
6	Buffet set with hot case
7	Dosa / Chapatti making Plate of appropriate size
8	Dal/Vegetable cooking vessel- 40-50 ltr
9	Pop-up Bread Toaster(Large)
10	Full and Half Plates(Only Bone China)
11	Tumbler (Only Glassware)
12	Soup Bowl (Only Bone China)
13	One Cool-cage for each hostel room
14	Table + Tea spoon + Forks
15	Stainless Steel Jugs for dining area and class rooms
16	Mixture/Grinder (Heavy Duty)
17	Soap case for each room
18	Mosquito repellent machine for each room
19	Two hangers for each participants in the hostel room

## **Annexure-VI**

### **Brands of Various items**

All the food ingredients to be used for preparing the meals and the refreshment should be of standard quality Brand having AGMARK,/ FASSI etc. and should correspond to the standards specified below:

1. MUSTARD OIL – ENGINE, ELEPHANT(HATHI), FORTUNE, DHARA, SALONI. TEJ
2. REFINED OIL- SAFOLA, SWEETKAR, SUNDROP, FORTUNE, DHARA, DALDA REFINED
3. BASMATI RICE – LAL QUILLA, KOHINOOR, DAWAT, INDIA GATE.
4. FLOUR - SHAKTI BHOG, ASHIRBAD, PILLSBURY
5. PULSES – TATA I-SHAKTI.
6. BESAN- SHAKTI BHOG, KALASH, GRIHASTHI, GANESH.
7. MAIDA- SHAKTIBHOG, KALASH, GRIHASTHI, GANESH
8. TEA /TEA BAG – TAJ MAHAL, BROOK BOND, LIPTON, TATA GOLD/PREMIUM
9. COFFEE – NESCAFE, BRU, TATA.
10. CORN FLAKES – KELLOG’S, MOHUN’S.
11. PICKLES – KISSAN, TOPS, NILLON’S, LAL’S, MOTHER’S RECIPE
12. MILK (Full Cream)- AMUL, SUDHA, MEDHA
13. BUTTER - AMUL, BRITANNIA, SUDHA
14. DESI GHEE- AMUL, ANIK, BRITANNIA, SUDHA
15. BISCUITS – BISKFARM, BRITANNIA, SUNFEAST.
16. JAM (MIXED FRUIT,PINE-APPLE) – KISSAN, TOPS, DRUK.
17. SAUCE (TOMATO/CHILLI) - KISSAN, NESTLE.
18. FRUITS - Good quality fruits to be served for minimum weight of 150 grams.
19. Apple, Guava, Orange, Mango etc. to be served in full (i.e. one whole)
20. CHICKEN &FISH- To be purchased from a licensed shop.
21. PAPAD- LIJJAT, BIKANER, SRIRAM.
22. ICE CREAM- KWALITY, VADILAL, AMUL.
23. SWEETS- CHAPPAN BHOG, SRI RAM SWEETS, SRESTHA.,SHALIGRAM
24. VEGETABLES- Should be fresh and not over ripe
25. SPICES- MDH, ASHOKA, CATCH, BADSHAH, EVEREST.
26. FLOOR CLEANER – DOMEX, LIZOL,.
27. TOILET & TILE CLEANER – HARPIC, DOMEX, SANY FRESH
28. ROOM FRESHENER – AMBIPURE
29. GLASS CLEANER – COLIN
30. UTENSIL CLEANER – VIM, WHEEL, PRIL ETC.
31. REA BAGS- TAJMAHAL, TETLY
32. COFFEE SACHET- NESCAFE, BRU,SUNRISE
33. MILK SACHET- INDIANA, AMULYA
34. The list is illustrative and not exhaustive and ZTC may allow a few more brands as approved by the Catering Committee.

## ANNEXURE- VII

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### **Declaration regarding non-Participation of near relatives of employees in the Tender**

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

Signature of the Bidder with Seal

## ANNEXURE VIII

### NO DUES CERTIFICATE

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

DEED OF INDEMNITY EXECUTED IN FAVOUR OF THE LIFE INSURANCE CORPORATION OF INDIA

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

This deed of indemnity executed on at JAMSHEDPUR by/on behalf of (Name and address of the Catering, Housekeeping & General Maintenance Services Provider) (herein referred to as the Service Provider/Contractor) favouring Zonal Training Centre, LIC, JAMSHEDPUR (Herein referred to as the PRINCIPAL) having their office at Farm Area, Road No.4(Ext) Kadma, JAMSHEDPUR witness as follows:

The Contractor had been working for the DIRECTOR, ZTC, at JAMSHEDPUR for Providing Catering, Housekeeping & General Maintenance Services.

The Contractor had made a Security deposit of Rs \_\_\_\_\_ only for providing Catering, Housekeeping & General Maintenance Services.

**The Contract for providing Catering, Housekeeping & General Maintenance Services on contractual basis has been completed by me on or the Contract has been terminated/Cancelled by the PRINCIPAL/ Contractor w.ef.**

**\_\_\_\_\_ We have paid all dues of the workers engaged in aforesaid Catering, Housekeeping & General Maintenance Services and have also paid all the bills of the materials purchased from various vendors/suppliers for the purpose of the mentioned Catering and Housekeeping services**

The Contractor having satisfied the PRINCIPAL, ZTC, JAMSHEDPUR that there are no outstanding dues of any sort and also that he has not caused any damage to the property of ZTC, JAMSHEDPUR and on the request of the Contractor the PRINCIPAL, ZTC, JAMSHEDPUR has agreed to refund the aforesaid Security deposit.

Now in the above premises and in consideration thereof, the Contractor agrees and undertakes as follows:

In the event of any dues to the workers found to be still unpaid or any amount found outstanding to the supplier of goods and articles purchased for the purpose of aforesaid Catering, Housekeeping & General Maintenance Services as provided to ZTC, JAMSHEDPUR or in the event of any damage, breakage or any other injury to the property of ZTC, JAMSHEDPUR caused by the Contractor or his workers, the Contractor shall, on being required by the PRINCIPAL, ZTC, JAMSHEDPUR pay and make good all those dues or damages forthwith.

In the event of delay or failure to pay or make good any amount in the above connection which the DIRECTOR, ZTC, JAMSHEDPUR has to pay or make good any such bills or incur any expenses or defend any proceedings with regard to the above, the Contractor (Name of the Contractor) hereby undertakes to indemnify the PRINCIPAL ZTC, JAMSHEDPUR against all claims, demands, expenses, losses, proceedings and all liabilities of whatsoever nature.

We hereby confirm that we have complied with our all statutory duties and obligations as mentioned in the Tender, Agreement as well as various statutes as applicable to the Contract labour.

We also confirm having remitted all statutory deposits, as applicable, to the concerned authorities.

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

Witness:

Signature : \_\_\_\_\_ Name : \_\_\_\_\_  
Address : \_\_\_\_\_

Signature : \_\_\_\_\_ Name : \_\_\_\_\_  
Address : \_\_\_\_\_

Signature of the Contractor with Seal (Indemnifier)

**ANNEXURE –IX**

**(AFFIDAVIT ON STAMP PAPER OF RS 100 REGARDING NON BLACKLISTING / PROSECUTION)  
(To be notarized)**

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

I/We, hereby depose that neither me nor our Organization (Name of the Organization) \_\_\_\_\_

including our Partners/ Shareholders/Directors have ever been blacklisted/prosecuted by any Organization/ Departments/Statutory Body(ies) in any State or by any Courts of Law for lapses while rendering the services nor I/We have rescinded/abandoned any Catering and house Keeping Services Contract awarded by any of the clients before the expiry of stipulated period of contract and that I/We have no criminal antecedent and no person with criminal antecedent shall be placed on duty in the Zonal Training Centre, LIC of India located at Jamshedpur.

Witness:

(Tenderer) Deponent

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

Full Name (Block Letters) \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Verification

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

(Tenderer)

Palce:

Signature of the Bidder with Rubber

Stamp/Seal

Date:

## Annexure-X

### **DEPLOYMENT OF SUPERVISORS AND WORKERS**

Based on our past experience, we have arrived at the number of manpower resources to undertake the work of Catering / Housekeeping and Maintenance services for which the tenders have been invited. Our assessment of required manpower is given hereunder. Hence, this tender must not be construed as supply of manpower / material. The number of manpower resources has been assumed to provide an equal footing to all the bidders, so that they have equal weightage on this factor.

Hence, it is reiterated that this tender is inviting offers to provide Catering and Housekeeping Services and not for supply or engagement of contract labour and / or materials.

In respect of catering services, the Contractor shall provide adequate number of competent and well-trained workers like one Canteen Manager, two Cooks, Adequate number of Waiters and workers as helpers for cooking, cleaning, serving etc. to provide uninterrupted service at all times.

In respect of Housekeeping & General Maintenance Services the Contractor shall deploy adequate number of Supervisor/Workers like One Supervisor, two hostel receptionists, adequate number of cleaning staff and hostel boys, **Two office boys**, pump man, and sweepers for rendering uninterrupted and satisfactory services.

- 1) The Contractor/service Provider will be required to pay minimum wages prescribed for following categorization by the Central/State Labour Department(Whichever is higher):

Manager/Supervisor	Highly Skilled
Cook/ Receptionist	Skilled
Pump man/ Office Boy	Semi-skilled
Others	Un-skilled

- 2) The Contractor should have full control of staff deployed by him and shall give necessary guidance and direction to carry out the jobs assigned to them and will also be responsible for the payment of their wages/dues and other statutory benefits / facilities, if any. The catering and kitchen staff is to be identified separately and not allotted sundry duties elsewhere in the premises. Under no circumstances sweepers/cleaners should be made to work in kitchen or canteen either for cleaning utensils or for serving food.
- 3) The Supervisor and other workers to be deployed should have necessary qualifications and experience. The Supervisor should have working knowledge of English and Hindi and other workers should have working knowledge of Hindi.
- 4) The supervisor and other workers deployed by the Contractor should be healthy, free from any communicable disease, medically fit for handling food and certified for fitness before employment. They will be subject to medical examination as and when required and the expenses thereof, if any, will be borne by the Contractor.
- 5) The Canteen Manager shall supervise all the affairs of catering at all times and especially during meal times. This person should have full authority and resources for efficient running of catering service.
- 6) The Contractor shall ensure that the working hours of the Supervisor and Workers are regulated in such a manner that total number of working hours per worker in a day do not exceed as stipulated under the Minimum Wages Act 1948 and other Labour Laws in force including rules framed there under.
- 7) On receipt of Work Order, the Contractor will supply a list of names with the bio-data duly certified along with photograph and photo-ids of all the workers to be deployed under this Contract at the Zonal Training Centre. In case of replacement of workers/Supervisor, his certified Bio data should be immediately

submitted to the Zonal Training Centre.

8) Canteen/Housekeeping Manager will have to inform the Manager (Admin) about the leave/absence of Catering/HC staff for more than one day.

9) The Contractor will inform office about leave/absence of managers beyond one day.

The Zonal Training Centre reserves the right to expel any worker(s) of the Contractor who is found guilty of misconduct.

## ANNEXURE-XI

### RECOMMENDED CONTENTS FOR FIRST AID BOX

(Indicative but not exhaustive)

Sl.No	Item(s)	Quantity
1	Sterilised Cotton Roll	100 gm
2	Sterilised Bandages(6 inch)	6 pcs
3	Dettol / Savlon (liquid)	100 ml
4	Betadine Ointment	1 tube
5	Silverex / Burnol	1 tube
6	Band-aids (waterproof)	12 pcs
7	Thermometer (digital)	1
8	Paracetamol (Crocin or Calpol)	10 tabs
9	Disprin	10 tabs
10	Brufen 400 mg	5 tabs
11	Volini / Moov / Relispray	1 tube
12	Cyclopam	10 tabs
13	Lomotil	10 tabs
14	Rantac / Omeprazol	10 tabs
15	Reglan / Avomine	10 tabs
16	Allegra 120 / Cetrizine	10 tabs
18	Sinarest	10 tabs
19	Scissors	1
20	Sorbitrate 5 gm	10 tabs
21	Glucon D / Glucon C	200 gm
22	Digene Fizz	2 pcs
23	Adhesive Tape (½ inch)	1 pcs

The medicines in the First Aid Box should be replenished by the contractor when 75% of the quantity is exhausted or one month prior to expiry date, whichever is earlier.

2. First Aid Box has to be kept in the custody of the Resident Manager and has to be available round the clock.

3. The First Aid Box will be inspected from time to time by ZTC, Jamshedpur.

TENDER DOCUMENTS  
For Providing

CATERING AND HOUSEKEEPING SERVICES ON CONTRACTUAL BASIS  
At ZTC, JAMSHEDPUR

FINANCIAL BID  
PART - B

Please check that number of Pages is 04 (Four Pages)

Each Page of the Tender Document must be Signed & Stamped by the Bidder

**FINANCIAL BID (PART-B)**

Important Instructions for quoting the rates -

1. The amounts specified in Financial Bid are inclusive of all costs, wages, statutory payments and other expenses. The contractor shall not be entitled to make any other demands monetary or otherwise from ZTC during the term of this contract, including renewal period, if any.
2. ZTC will make monthly payment within 15 working days of receipt of bills from the contractor along with the relevant documents (ESI, PF, etc.), however it will be the sole responsibility of the contractor to make payment of wages and other statutory dues of the workmen well within time prescribed in law and any delay in payment from ZTC shall not be a ground to withhold their wages and related statutory dues.
3. The rate quoted for catering services should be Package rate per trainee per day. This rate will include Bed Tea, Breakfast, Pre-lunch Tea, Lunch, Post-Lunch Tea, Evening Tea with snacks and Dinner (see Annexure - IV, Menu of Meals and refreshment of Technical Bid) and quality and Brand of food materials (Annexure - VI of the Technical Bid). However, for Housekeeping Services, the rates quoted shall be per month for fixed and variable cost separately as per Financial Bid Format.
4. The Contractor must also give the bifurcation of the package rate for catering services quoted by them. As per the format given in the Financial Bid. The rate quoted shall be exclusive of GST. The GST shall be paid separately along With the bill payment as per applicable rate at the time of bill. The contractors shall be Responsible to pay the GST.
5. All statutory deductions such as TDS, surcharge, Education cess, Higher education cess and any other deduction as per income tax rules from time to time will be made from the monthly bill of the Contractor.
6. The Contractor has to ensure compliance of all the applicable Labour laws and Minimum Wages Act 1948 (as per wages notified/revised by the Chief Labour Commissioner-Central, Ministry of Labour & Employment, Government of India) or as fixed by Labour department, Jharkhand Government whichever is applicable and payment of compensation for overtime/weekly off/National Holiday/Any other Holiday and/or any authority constituted by or under any law from time to time.
7. The Contractor will also comply with the requirements of various Acts applicable, relevant to this contract, such as Contract Labour (Regulation and Abolition) Act, 1970, Contract Labour (Regulation and Abolition) Rules, 1971. EPF Act 1952, ESI Act 1948, the industrial dispute Act 1947, the equal remuneration Act 1976, Employees compensation Act 1923 (Workmen s' Compensation Act 1923) the payment of Bonus Act 1965, Payment of Gratuity Act 1972, Child Labour (Prohibition & Regulation) Act 1986, as applicable and as and when amended from time to time and/or any other Rules framed there under from time to time by the Central or State Government and or any authority constituted by or any authority by or under any law, for the category of persons deployed.

8. **The Contractor will deduct ESI contribution and Provident fund contribution of the workers from their payments at the rate as applicable from time to time and deposit the same with the appropriate authorities along with Employer 's contribution of ESI and PF as per the rate applicable from time to time. The Employer 's contribution of ESI, PF, bonus, gratuity, leave/overtime/weekly off/National Holiday/Any other Holiday or any other payment in lieu of statutory payments, any increase in minimum wages by Central/State Government, cost of uniform/washing/ironing etc. shall also be borne by the contractor which he may consider while quoting the rates.**
9. The Contractor will declare that all statutory payments to the Supervisors/workers by the stipulated date have been made subject to deduction of statutory taxes as applicable. Satisfactory proof thereof is submitted with the bill to ZTC, JAMSHEDPUR.
10. The contractor will have full control on the workers, as per the guidance of LIC and accordingly give necessary guidance and direction to carry out the jobs assigned to them and will also be responsible for the payment of their wages/dues/claims and other facilities if any.
11. Apart from items as mentioned in **Annexure-III** of the Technical Bid, all other equipments & Facilities as mentioned in **Annexure-V** shall be arranged by the Contractor, for which no payment will be made.
12. Contractor will arrange Employees Compensation Policy (Workmen Compensation Policy in respect of Supervisors and workers deployed by the contractor at ZTC, JAMSHEDPUR) of amount as prescribed by the ZTC, JAMSHEDPUR. The policy shall be in the joint names of the Life Insurance Corporation of India as Principal Employer and Contractor. The premium thereof shall be borne by the Contractor. No reimbursement shall be made by the ZTC, JAMSHEDPUR on this account.
13. Water and Electricity shall be provided free of cost by LIC.
14. The Contractor should also keep in mind the following factors/inputs/expenses/taxes etc. while quoting the rates in the financial bid (indicative and not exhaustive).
  - Cost of raw material and inputs for preparation of meals/refreshments etc.
  - Profit and administrative expenses of the Contractor
  - Statutory payment/expenses which the contractor expects to incur to ensure compliance with various statutory/legal provisions of the Authorities.
  - Margin for statutory tax deductions.
  - Margin towards any increase in minimum wages during the contract period and extension if there will be any.
  - Expenses towards the premium of Workmen Compensation policy.
  - Margin towards EPF, ESI, Bonus, Gratuity, leave/overtime/weekly off/National Holiday/Any other Holiday or any other payment in lieu of statutory payments.
  - Expenses to be incurred for providing / washing /cleaning /ironing /maintenance of uniform for workers and its pre-mature replacement.
  - Expenses to be incurred towards maintenance of Kitchen equipments such as Gas burners, Gas-pipelines, Cooking Tops etc,
  - Small maintenance work related to minor repairs of plumbing, carpentry as mentioned in relevant paragraph of the tender.
  - Out of pocket and other expenses in relation to obligations under this Tender.
  - Expenses towards disposal of Garbage/Waste etc. to a proper dumping place.
  - Any other expenses which the contractor feels are likely to be incurred or which are mentioned in the Tender document.
  - Any penalty imposed by LIC on account of breach/violation of any terms and conditions of the Tender document.

**FINANCIAL BID**

We hereby quote the following rate for the different Services under this Tender;

- CATERING SERVICES:** Package rate per day per head and its bifurcation for the menu as provided under Annexure- IV of the Technical Bid of the Tender.

Bifurcation of the above package Rates is as under-

SL No	Description	Per day per trainee Rate in Figures (Rs.)		
		Basic Rate	GST	Total
1	Morning Tea/Coffee & Biscuits	Rs.		Rs.
2	Breakfast	Rs.		Rs.
3	Pre-Lunch Tea with Biscuits	Rs.		Rs.
4	Lunch	Rs.		Rs.
5	Post Lunch Tea with Biscuits	Rs.		Rs.
6	Evening Tea with Snacks	Rs.		Rs.
7	Dinner	Rs.		Rs.
8	Total Package Rate (1-7) (A)	Rs.		Rs.

Total amount in words (as given in 8 above) Rs .....

- HOUSEKEEPING AND GENERAL MAINTENANCE WORKS:** Per month rate for the services to be provided as per Technical bid of the Tender

SI No	Description	Rate in Rs. Per month		
		Basic Rate	GST	Total
1	The Rates to be quoted shall be inclusive of all services and materials under contract, wages, all statutory payments, taxes, charges, levies etc. However, it may be noted that the quote will not include GST. Liability of GST will be as per prevailing rules and wherever applicable, reimbursable to the vendor at prescribed rates subject			

	to production of satisfactory documentary evidence. Quoted rate should consist of two parts			
	a) Fixed Monthly cost	Rs.	Rs.	Rs.
	b) Variable per trainee cost*	Rs.	Rs.	Rs.
	c) variable monthly cost(b*E)	Rs.	Rs.	Rs.
	d) Total housekeeping cost per month (a)+ (c) ----( B)	Rs.	Rs.	Rs.

**Estimations :**

Estimated Number of Trainees per Month = 750 (E)

1	Rate for Providing Catering for 1 month (A x E)	Rs.	I
2	Rate for House Keeping for 1 month (B)	Rs.	II
3	Total Quoted for the Contract per month (I + II ) (in figures)	Rs.	III
4	Total Quoted for the contract for the year( III) x 12	Rs.	IV

Total Amount per annum in words (as given in IV above) .....

**NOTE:**

- 1.If the quoted rates in Figures and words differ the Bid will be rejected.
- 2.If any of the calculations as in above are wrong / miscalculated the bid will be rejected.
3. To arrive at L-1, the sum of the amount quoted under **Catering & House Keeping Services ( IV)** will be considered. Actual figures may differ.
- 4.Total Rate in (IV) will be the basis of the Contract. The above rates take into account all mandatory requirements such as Minimum Wages of Central/State Govt. Rules (Whichever is higher payable to contractor's staff, including EPF, ESI, all taxes, levies, duties etc but excluding GST, if any as per Govt rules)

**Declaration: The rates have been quoted by us after fully understanding our duties, responsibilities and obligations under this Tender document.**

Date:

Place:

Signature of the Bidder

### PRE CONTRACT INTEGRITY PACT

#### General:

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on..... day of the month of .....2019. , between, on one hand, the Life Insurance Corporation of India (hereinafter referred to as “LIC”) a statutory Corporation established under section 3 of Life Insurance Corporation Act 1956 (XXXI of 1956) and having its corporate office at “Yogakshema” Jeevan Bima Marg Mumbai 400021. (here in after called the “BUYER” which expression shall mean and include, unless the context otherwise requires, his successors in office assigns) of the First part. And M/s .....represented by Shri..... .(Hereinafter called the “BIDDER /SELLER/SERVICE PROVIDER” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second part.

WHEREAS the BUYER proposes to procure ..... (*Name of the Stores/ Equipment/Item/Service*) and the BIDDER/Seller/Service Provider is willing to offer/has offered the stores/services and

WHEREAS the BIDDER/Seller/Service Provider is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is performing its function under the LIC Act 1956.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the BUYER to obtain the desired said stores/ equipment/ item/service at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS/Sellers/Service Providers to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:-

### **1.Commitments of the BUYER**

- 1.1** The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting on implementation process related to the contract.
  - 1.2** The BUYER will, during the pre-contract stage/evaluation stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
  - 1.3** All the officials of the BUYER will report to the “**Chief Vigilance Officer**” of the Buyer any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2.** In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

### **Commitments of BIDDERS**

- 3.** The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
- 3.1** The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
  - 3.2** The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the

contract of any other contract with the government for showing or forbearing to show favour or disfavor to any person in relation to the contract of any other contract with the Government.

- 3.3** Foreign BIDDERS shall disclose the name and address of their Indian agents and representatives in India, and Indian BIDDERS shall disclose their foreign BUYERS or associates.
- 3.4** BIDDERS shall disclose the payments to be made by them to their agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5** The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized agent of the stores/equipment/items and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6** The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries, including officials of the BUYER or their family members, if any, in connection with the contract and the details of services agreed upon for such payments.
- 3.7** The Bidder will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
- 3.8** The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9** The BIDDER/Contractor will not commit any offence under the relevant India Penal Code (IPC) /Prevention of corruption (PC) act. Further, the bidder will not use improperly, for purposes of competition or personal gain, pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10**The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11**The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12**If the Bidder or any of the key personnel of the bidder, actively involved in the project is a relative of any of the actively involved personnel of the Buyer, the same should be disclosed.

The term 'relative' for this purpose would be as defined in section 2(77) of the Companies Act, 2013.

**3.13**The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee or the BUYER.

**3.14**The Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

#### **4. Previous Transgression**

**4.1** The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify; BIDDER's exclusion from the tender process.

**4.2** The BIDDER agrees that if it makes an incorrect statement on this subject, or committed a transgression through a violation of any of the clauses of the commitments of bidder, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **5. Sanctions for Violations:**

**5.1** Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any; compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (v) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/recession and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vi) To debar the BIDDER from participating in the future bidding processes of LIC for a minimum period of five years which any be further extended at the discretion of the BUYER.

(vii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

(viii) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

**5.2** The BUYER will be entitled to take all or any of the actions mentioned at para 5.1(i) to (viii) of this pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

**5.3** The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes this Pact.

**6. Independent Monitors:**

**6.1** The BUYER has appointed (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.

Name, address,email of the Monitor(s):

\* .....

\* .....

**6.2** The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

**6.3** The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently. It will be obligatory for him to treat the information & documents of the Bidder as confidential.

**6.4** Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

**6.5** As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the **Executive Director (E&OS), LIC.**

**6.6** The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, LIC and recues himself / herself from that case.

**6.7** The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

**6.8** The Monitor will submit a written report to the **Chairman, LIC** within 8 to 10 weeks from the date of reference or intimation to him by the BUYER /BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

**6.9** If the Monitor has reported to the Chairman, LIC, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman LIC has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

#### **7. Facilitation of Investigation:**

In case of any allegation of violation of any provisions of this pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER. The BIDDER shall provide necessary information and documents in English and shall extend all possible help of the purpose of such examination/inspection.

#### **8. Law and Place of Jurisdiction:**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

#### **9. Other Legal Actions:**

