# Tender Document

# for

# Catering

# and

# Housekeeping

# services at

# Sales Training Center,

# L. I. C of India, Pandeypur, Varanasi

# (S.T.C, VARANASI)

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# NOTICE INVITING TENDER

Senior Divisional Manager, Life Insurance Corporation of India. Divisional Office "Jeevan Prakash" Gauriganj, Bhelupura, Varanasi-221001 Invites tenders of Catering and Housekeeping service for Sales Training Centre, Plot No.5 & 6, Pandeypur Awas Yojana, Pandeypur, Varanasi 221002 (STC, Varanasi) under, two bid system from Indian Citizen, reputed licensed Organizations/Individuals having sound Financial capacity having annual turnover of Rs.20.00 Lakh and above for last three financial years and Must have a proven track record of minimum last 3 years with reputed clients in rendering Catering and Housekeeping service, and providing multi cuisine Vegetarian food to about 40 or more executives/residential trainees per day,

Catering and Housekeeping Services at STC, VARANASI for a period of One Year extendable up to one more year (maximum two such occasion) if the services of the bidder found satisfactory after further review and evaluation, on the same terms and conditions subject to one month advance consent of both of the parties prior to the termination of the contract, However, in case of non-performance or bad performance, the agreement may be terminated by Senior Divisional Manager, Div. Office , VARANASI at any time before completion of above period by giving one month notice to the Agency.

Earnest Money Deposit (EMD) in the form of a Demand Draft for (2%) Rs. 80,000 (Rs. Eighty Thousands Only) drawn on any scheduled Bank in favor of "Life Insurance Corporation of India", payable at Varanasi.

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 Gem Portal and Company's website www.licindia.in/Tenders

Important Information for tender:

| Sl. No. | Details | Date |
|---|---|---|
| 1 | **Date of Publishing of tender documents on GeM** | **13.02.2026** |
| 2 | **Date of Pre-bid Meeting** | **23.02.2026** |
| 3 | **Last Date for submission of tender** | **26.02.2026** |
| 4 | **Cost of Tender (Approx.)** | **Rs.40,00,000/- (Forty Lac Only)** |
| 5 | **Date of opening of Technical Bid** | **27.02.2026** |
| 6 | **Earnest Money Deposit (EMD) 2% Cost of Tender** | **Rs.80,000/- (Eighty Thousand Only** |
| 7 | **Date of opening of financial bid** | **After evaluation of Technical Bid** |
| 8 | **Cost of Tender Document/tender fee** | **Rs.500.00+GST 18%(Non Refundable)** |

Senior Divisional Manager, Divisional Office Varanasi reserves the right to reject any or all the tenders in part or full without assigning any reason(s) whatsoever.

Sr. Divisional Manager

## Eligibility Criteria for Bidders/Tenderers

The basic pre-qualification/technical qualification criteria to be filled by the applicant are appended: -

1. The Bidder/ Tenderer for submitting bid/tender must be an Indian citizen, Registered / Licensed Organization Public Ltd./Private Ltd./ Partnership Firm/Sole Proprietor/Individual.

2. Each bidder/tenderer shall submit only one tender either by himself or as a partner in joint venture. If a bidder/tenderer or if any of the partners in a joint venture or any one of the members of the consortium participate in more than one bid, their Bids are liable to be rejected.

3. The Bidder/ Tenderer must have sound financial capacity / credit worthiness acceptable to LIC of India and must have an annual turnover of Rs. 20.00 Lakh and above **for last three financial years.**

4. The Bidder/ Tenderer must have a proven track record of minimum 3 years with reputed client's in rendering Catering and Housekeeping service having proven track record of minimum last 3 years.

5. a. The Bidder/ Tenderer must produce relevant documentary evidence in respect of Annual Turnover for last three financial years and experience certificate.

   b. Non-disclosure of relevant information or furnishing of incorrect information / documents shall lead to disqualification.

6. The Bidder/ Tenderer shall comply with, all the relevant rules and regulations, requirements of Labor Laws, having all Licenses / Approvals / permissions from the relevant Competent Authorities to carry on the business of Catering and Housekeeping services.

7. The Bidder/ Tenderer neither have been at any time declared as insolvent or convicted or black listed for any offence nor have been prosecuted or suffered any penalty imposed by the Government Authorities i.e. violation of any Labour Laws / GST / Relevant Taxation rules etc.

8. The Bidder/Tenderer should not have rescinded/abandoned any Catering and Housekeeping contract awarded by any of his clients before the expiry of prescribed period of contract,

9. The Bidder/Tenderer has not suffered any disqualification to render the Catering and Housekeeping services at any time in respect of matters not enumerated herein.

10. The Bidder/ Tenderer should neither be a sub-contractor to any other entity/ person, nor should, at **any** time, sub-let to any other person, the contract awarded to the applicant.

11. The contractors, who have already rendered services at STC shall be allowed to participate if their work records are impeccable.

12. The Bidder/ Tenderer should not be a party to any cartel at any time for processing any contract including the present Tender.

13. The Bidder/Tenderer are advised to inspect the facilities, premises etc., where the services are required to be offered, at the time of pre-bid meeting and assess for requirements themselves before submission of the tender. In case any bidder/tenderer wants to inspect the facilities/ premises after pre-bid meeting and before the last date of submission of tender, then he is required to send a written request before the Competent Authority for necessary action.

14. The validity of the tender shall be for period of at least six months (180 days) from the date of opening of the tender.

15. All rates to be quoted for providing Catering *and* Housekeeping services should be inclusive of all taxes, charges, levies etc. **excluding GST** which will be reimbursed to the successful bidder/ Contractor on production of valid receipts at the time of making payment

16. Income Tax will be deducted from the payment as per rules and prevailing rates at the time of making the payment.

**17.** Corrections, if any, in the quotation should be duly authenticated with full signature. **In case of any arithmetical errors in Financial Bid, the same will be corrected assuming that the basic quotes / bifurcated rates are correct.**

**18.** Any tender not complying with eligibility criteria and requirements either wholly or partially shall be liable for rejection.

19. **The successful Bidder**/ Tenderer will **be required to deposit an amount equal to 5% (five percent) of the CONTRACT VALUE, MENTIONED IN THE FINANCIAL BID, by way of a crossed A/c payee demand draft favouring Life Insurance Corporation of India, drawn upon any nationalized bank payable at VARANASI, 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 bidder/tenderer may be adjusted on the request of bidder/tenderer against Security Deposit, and balance amount is to be deposited by the selected bidder/tenderer within 30 days of the receipt of the letter awarding the Contract.

20. Successful Bidder/ Tenderer will have to execute a contract (agreement) with Div. Office, VARANASI on a non judicial stamp paper of appropriate value within 30 days of receipt of the letter of offer.

21. Failure to sign and submit the contract/submission of Security Deposit within 30 days of intimation of selection may result in the forfeiture of EMD and cancellation of selection as **L1** bidder.

22. if the successful Bidder/ 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 I.e. Senior Divisional Manager, Divisional Office, LIC of India, Bhelupura, VARANASI.

23. In terms of provisions of Section 33(3) of the Insurance Act, 1938, as amended by the Insurance Laws (Amendments) Act, 2015, Insurance Regulatory and Development Authority of India (IRDAI) is authorized to verify all such books of account, register, other documents and the data base in the custody of contractor in respect of service outsourced by the L I C of India. It shall be the duty of the contractor to provide such documents/ statements/ information as may be required by IRDAI within such time as may be specified by the IRDAI.

24. In terms of provisions of Section 33(4) of the Insurance Act, 1938, as amended by the Insurance laws (Amendments) Act 2015, any Investigating Officer of IRDAI may examine on oath the service provider or contractor where the services are outsourced by the L I C of India in relation to his business.

25. The service providers engaged by L. I. C. of India are subject to the various provisions of Insurance Act, 1938, IRDA Act, 1999, Rules, Regulations or any other orders issued there under. The service provider shall comply with provisions of Regulations, Guidelines *and* any other law in force.

26. INTEGRITY PACT: As per the instruction of CVC to ensure transparency, equity and competitiveness *in* public procurement, the Integrity pact has to sign by the bidder/tenderer (Refer **Annexure XX**)

27. For matters not specified herein, yet found necessary for proper functioning of STC related to the Catering and Housekeeping services separate instructions within the ambit of this agreement, may be issued by the competent authority to the contractor, which shall be binding on the contractor.

28. The Bidder/ Tenderer must sign on each enclosed page uploaded in Gem Portal and submit the same along with technical bid as acceptance of the terms and condition.

29. 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.

30. The Bidder/ Tenderer should ensure that the documents must be uploaded on the portal as per the details mentioned in **Annexure-XVIII** with Technical Bid. All documents required as per this checklist must be enclosed in **PDF File** only. All the papers must be serially numbered and the appropriate page number should be indicated by bidders in the blank boxes in the right hand column of the checklist. The bidder/tenderer is also advised not to enclose any duplicate/ unrequired papers.

31. Any dispute arising out of or relating to this tender shall be deemed to have arisen in **VARANASI** and shall be subject to adjudication of a competent court in **VARANASI.**

## SCOPE OF WORK

The Contract shall cover two aspects of the services for Life Insurance Corporation of India, SALES Training Centre, VARANASI, viz.

I. **House Keeping & General Maintenance Services including Gardening Services**

II. **Catering Services**

### I.HOUSE KEEPING AND GENERAL MAINTENANCE INCLUDING GARDENING SERVICES: -

1) LIC Sales Training Centre, Pandeypur, VARANASI is a residential training Centre for agents of the Corporation with a Buildup area is Approx. 5200 Sq. meter and total area of Approx.18000 Sq. meter and the STC premises spread over ground plus four floors for which the contract is notified has the following infrastructure:

i) 32 hostel rooms (twin sharing with attached toilet), One Reading & Recreation room with TV, Library, staircases, open balconies etc. Principal's chamber, Tea room, Staff lunch Room, Three Class Rooms, Six Faculty chambers, Two Syndicate Rooms, Common toilets, Dining Hall, kitchen, store room, Corridors, Two lifts, One permanent and three plastic water tanks, solar water heater etc. However before tendering the tenderer should visit the site where intended services are to be provided and satisfy himself / themselves as to the conditions prevalent at the site. No claim on account will be entertained by STC under any circumstances subsequently.

ii) Large compound with lawn on the front and rear, one guard room, toilet for guards, parking space, power room, store rooms.

iii) Garden area, parking area and Water Tanks in STC premises.

iv) Corridors and entire common & open areas of the Sales Training Centre.

v) Any further structural addition and/or modification as may be approved by competent authority.

The above premises shall hereinafter be referred to as "STC premises" or "STC campus" or "Area of Operation". **The Housekeeping and Maintenance Services contract shall be for the entire STC premises as mentioned above in Point No.1.**

2) The Bidder/ Tenderer shall provide sufficient attendants exclusively for the Lecture Halls, who shall be responsible for cleaning the white boards, putting up of Nameplates, shifting of furniture, attending to the day to day functioning of audio visual systems, LCD projectors, Smart boards etc. in the training halls and switching on and off these units daily.

3) The Bidder/ Tenderer shall provide well-behaved and experienced Receptionist as well as a Resident Manager for 24 hours, having good communication skills, whose names and contact numbers will have to be intimated to the office. The Receptionist and Manager shall be available in the reception counter/hostel for facilitation of trainees and all connected jobs and shall not be used for other sundry jobs. The Receptionist should be able to converse in Hindi and English [preferably]. The employees deployed by the Contractor for housekeeping shall help the participants/guests in taking baggage to the rooms and removing it from their rooms while checking out.

4) The Bidder/Tenderer shall deploy adequate number (**07 numbers) of competent and well - trained workers** as per details given in Annexure-IX for cleaning, maintenance and other services in "STC premises" as mentioned in Point No. 1, 2 and 3.

5) (a) The entire Hostel block, Administration block including the Cabins, Lecture Halls, Library, Offices, balconies, corridors, staircases, Recreation Rooms, Store Rooms etc. shall be swept and mopped every day. The Kitchen, Dining Room, passages and the Common Toilets of the Administrative Building shall be moped and cleaned at least thrice a day to ensure that it is well maintained. Hostel Rooms along with attached bathrooms/toilets are to be dusted, cleaned & mopped on daily basis with good quality disinfectants and herbal cleaning materials. Even if

a room is not put to use the dusting/cleaning should be done on daily basis. For this purpose, the Bidder/ Tenderer shall bear the entire cost of cleaning material i.e. Phenyl, Acid, Harpic, Vim. etc. at his own cost. (Refer **Annexure VI**).

(b) All open areas, roads, pavements, pathway, Common Areas, and all other areas included in STC premises should be swept once in a day (Refer **Annexure VI**).

6) (a) The bidder/contractor shall arrange for dusting of furniture, Disposal and clearance of waste papers from the dust bins kept in the Office, Cabins and rooms etc. once in every day (Refer **Annexure VI**).

(b) The bidder/tenderer shall arrange for disposal of Kitchen garbage and other garbage of STC at his own cost on daily basis through Municipal Corporation (Refer **Annexure VI).**

(c) The bidder/tenderer shall ensure to upkeep and properly maintain the waste dump drums on regular basis.

7) The Bidder/ Tenderer shall attend to all items of cleaning such as removal of cobwebs, cleaning of fans and lights cleaning of window frames, shutters, Vertical Blinds, doors, changing and fixing of curtains, furniture etc. on monthly basis or as and when required in all the places. This should be adhered to without fail (Refer **Annexure VI**).

8) The Bidder/ Tenderer shall supply and replace as and when required, 10 big dustbins with lid in the open area/lawn in the STC Campus (Refer **Annexure VI**).

9) The Bidder/ Tenderer shall provide toilet papers, liquid herbal soap, odonil packets, and naphthalene balls in each and every Toilet/Urinals including Hostel Rooms at his own cost and shall ensure that the same are available at all the times (Refer **Annexure VI**). The brands will undergo change depending on decision by Principal/ Vice Principal/ Manager (Admn.).

10) The Bidder/ Tenderer shall arrange the distribution of Newspapers in the Library (Refer **Annexure VI**). The cost of Newspapers for the Library and the Guest Rooms would be borne by the Sales Training Centre.

11) (a) (i) The Bidder/ Tenderer shall change bed linens, pillow covers, blankets etc., from each hostel rooms, twice a week or at the time of change of occupancy for its washing and ironing (Refer **Annexure VI**).

(ii) The Bidder/Tenderer shall change bath towels from Hostel Rooms every alternate day and or at the time of change of occupancy for its washing and ironing (Refer **Annexure VI**).

(iii) The Bidder/ Tenderer shall change bath towels once on every day from the toilets of Administration Block and from the wash basins of dining halls after every meal for its washing and ironing (Refer **Annexure VI**).

(iv) The Bidder/Tenderer shall change bath towels once in a week from Principal's Chamber, Vice Principal's Chamber, Faculty Rooms and from office for its washing and ironing (Refer **Annexure VI**).

(v) The Bidder/Tenderer shall arrange for dry cleaning of Blankets on quarterly basis and once before and end of winter season compulsorily. (Refer **Annexure VI**).

(vi) The Bidder/Tenderer shall also arrange for dry cleaning of vertical blinds, washing of curtains and sofa covers once in a year (Refer **Annexure VI**).

(vii) The bidder/tenderer shall maintain the record of washing/dry-cleaning/ironing of the above items and produce the evidence before the authorized representative of STC.

(viii) The bidder/tenderer shall change Cell in wall clock/ Mike as and when required.

(b) The cost of laundry of all the above mentioned items is to be borne by the Bidder/Tenderer. The Bidder/ Tenderer shall also arrange for proper storage and control of all linens. He shall submit the Stock Register of the above periodically (once in a quarter) for verification to the Administrative Office.

(c) The Sales Training Centre shall provide wall clock, mattresses, pillows with covers, bed sheets, bed covers, towels, blankets, locks and keys etc. to the Bidder/Contractor. Stock of these items supplied by the Corporation has to be submitted by the contractor every quarter to the office for inspection.

12)The Bidder/Tenderer shall look after the Maintenance of the Recreation Room, or any other specified place by the Sales Training Centre and also the safety & security of the equipment's provided therein and see that the facilities are kept open and closed at the prescribed hours. The housekeeper shall ensure that the electric fittings and equipment which are not required are switched off in the Hostel Premises and Administrative Block.

13)The Bidder/ Tenderer shall provide branded mosquito repellent machines (Refer **Annexure VI**) of good quality such as Good Knight/ All Out/Mortein along with refill mat in each room of the Administrative Block, Lecture Halls, Library, Dining Hall, Kitchen, Hostel Rooms, Office, Principal's Chamber, Vice Principal's Rooms, and Faculty Rooms and refill/replace of the same as and when required at his own cost. He should alternatively arrange to provide Mosquito Coil, if required by the trainees.

14)The Bidder/ Tenderer shall arrange spraying of Room Freshener twice a day at his own cost in Principal's, Chamber, Vice Principal's rooms, Lecture Halls, Recreation Room, Library, Administrative Office, Faculty rooms and on requirement in Hostel Rooms and at other places as per the instructions of Competent Authority or wherever required.

15)The Bidder/Tenderer shall also arrange spray of Hit, Baygon Spray, etc. in Principal's, Chamber, Vice Principal's rooms, all Hostel Rooms, Lecture Halls, Recreation Room, Library, Administrative Office and Faculty rooms and other places as per the instructions of Competent Authority or wherever required at his own cost.

16)Expenses incurred due to any damage to the Sales Training Centre Campus, which in our opinion is caused due to the negligence or carelessness or any fault on the Bidder/ Tenderer's part or that of his Manager or employee or agent, shall be recovered from his bills.

17)The Bidder/Tenderer shall serve safe and pure drinking water, which will be provided by the Sales Training Centre, to the trainees in the classrooms, Canteen, administrative personnel in the Faculty rooms, Main office halls, Principal's & Vice Principal's Chamber and as per the instructions of Authorities of Sales Training Centre regularly. The Bidder/ Tenderer shall provide 2 glass tumbler with lid per trainee in each hostel room 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/Guest.

18)Though the water will be provided by the Sales Training Centre. But in times of scarcity, i.e. in case of failure of tube well/less supply from the local authorities, the Bidder/ Tenderer shall arrange water from approved sources only and ensure that operation/training programmes of the Sales Training Centre are not adversely affected in any manner. In case, this happens due to any reason other than improper handling by the contractor and his workers, the Sales Training Centre will bear 50% cost of water.

19)The Bidder/ Tenderer will ensure storage of drinking water in big size of water containers to be kept in class rooms with minimum 35 glasses with lid, Conference Hall, Lobby, Office, Faculty Rooms, Reception Counter with sufficient number of water glasses with lids in a tray or adequate number of disposable glasses in each class room/ conference hall. Drinking water shall be refilled and water glasses shall be replaced as and when required or after a period of one and half hour whichever is earlier.

20)The Bidder/ Tenderer is solely responsible for the operation of water pumps for filling the water in underground tanks as well lifting of water for filling of tanks kept at terrace of Sales Training Centre.

21)The Bidder/ Tenderer will ensure cleaning of all water tanks and water coolers on monthly basis and keep the

record i.e. Service Register and put up before the authorized official of STC for verification (Refer **Annexure VI**).

22)The Bidder/ Tenderer shall provide and ensure that the following material should be made available and maintain them in clean and perfect order in each Hostel/Guest Faculty Rooms. **The material should be new, branded and good quality. Brands to be finalized with prior approval of the Competent Authority. STC will not accept any old material.** In case of damage or theft, the Bidder/Contractor shall be liable to replace the same.

| Sl. No. | Item No. | Quantity |
|---|---|---|
| 1 | Hangers | 6 |
| 2 | Glass Tumblers | 2 |
| 3 | Slippers (Skid proof) | 2 pairs |
| 4 | Tea Coasters + Tea Cups | 4 coaster + 2 cups |
| 5 | Mosquito Repellant | 1 |
| 6 | Water Cool (2 ltrs) Milton | 1 |
| 7 | Plastic Tray – 1' x 1 ½' | 1 |
| 8 | Plastic Stool for bath | 1 |
| 9 | Plastic Mug (Big) | 1 |
| 10 | Plastic Mug (Small) | 1 |
| 11 | Plastic Bucket (Big) 20 ltrs | 1 |
| 12 | Plastic Bucket (Medium) 14 ltrs | 1 |
| 13 | Doormat | 2 |
| 14 | Odonil | 1 |
| 15 | Dust bin | 1 |
| 16 | Wiper | 1 |

23)The Bidder/ Tenderer shall also provide doormats, dustbins for the office, lecture halls, faculty rooms, Principal's cabin, Vice Principal's cabin, canteen area and other places wherever required and replace them as per the instructions of Competent Authority.

24)The Bidder/ Tenderer will have to do a discrete room inventory check to ensure that no items are missing/damaged when a trainee desires to check out, and in case there is any loss/damage of the items, the Bidder/Contractor has to report the same to the authorized official of STC immediately for taking appropriate action in the matter before departure of the trainee from the Hostel. If the loss/Damage is reported after the departure of the trainee, the contractor has to bear the cost of loss/damage.

25)The Bidder/ Tenderer shall ensure that the keys are collected back when a trainee leaves the room.

26)The Bidder/ Tenderer shall not allot any rooms of the hostel to any person other than a trainee or guest of the Sales Training Centre without the prior permission of the Competent Authority.

27)The Bidder/Tenderer shall strive to ensure safety of the belongings of the inmates in the hostel rooms. However, in case of any untoward incidents like theft or loss of any belongings/cash that takes place from the trainees' rooms due to negligence on the part of the workers employed by the Contractor, he shall be liable for compensating the loss.

28)**Welcome Kit:** The Bidder/Tenderer will provide at his own cost the following items in a disposable paper bag on the arrival of each and every new trainee/participant/guest faculty irrespective of his/her stay in the hostel

rooms/ Guest Faculty rooms/hotels: -

a. One small tube of tooth paste (Colgate/Close-up/Pepsodant)
b. One sachet of Shampoo (Clinic Plus/Sunsilk/Head n Shoulder/Dove)
c. One small glucose biscuit Packet (15-20 Gm),
d. One Soap (10 Gm) for washroom,
e. One herbal bath soap 25 to 30 gm. (Dettol/Hamam/Santoor/Patanjali/Sandal wood/Lux.

In case training session exceeds more than 5 days, the supply of above items will be repeated weekly for each participant/guest faculty.

29)**FIRST AID BOX:** The Bidder/Tenderer shall provide **First Aid Box containing below mentioned medicines/contents and it** should be made available round the clock at the reception counter under the control of Receptionist, Cost of **REFILLS AND MEDICINES** for the first aid box will be borne by the contractor. The Receptionist / supervisor shall also help in summoning a Doctor/Ambulance in case of an emergency or take the participant to the Doctor's clinic if required. It will be the responsibility of the bidder/contractor to communicate immediately any complaint of serious illness, mishap, accidents etc. to the Warden / Authorized Official(s). Name and phone number of Doctor & location of clinic shall be provided by STC. Recommended medicines/ contents for First Aid Box in mentioned in **Annexure XXI**. The Competent Authority reserves the right to change the items given in the above list.

The medicines in the First Aid Box will have to be replenished when 75% of the quantity is exhausted or one month prior to expiry date, whichever is earlier. First Aid Box has to be kept in the custody of the Receptionist/ Supervisor and has to be available. The First Aid Box will be inspected from time to time by authorized official of STC.

30)The Bidder/Tenderer shall properly maintain the shoe polish machine provided by the Sales Training Centre and ensure it good working condition.

31)The Bidder/Tenderer Contractor is required to attend the complaints immediately related to plumbing works for which he will **arrange, a qualified plumber, with all required tools to attend to minor plumbing repairs and maintenance jobs** in the Hostel, Administrative Block, such as change of washers, inner parts, ball cocks, spindles, water taps, adjusting of cisterns etc. (to avoid wastage of water) and similar items & attend to the repair works relating to bore wells, motors etc. on his own cost subject to maximum of Rs. 500/- per item on each occasion, including labour cost.

32)The Bidder/Contractor shall also arrange for cleaning of Floor traps/bottle traps/gali traps, waste line of basin/urinal, vertical lines of C.I. pipes and underground sewer lines. Rooftops of Sales Training Centre should be maintained clean at all times to avoid clogging of drain pipes.

33)The Bidder/ Tenderer shall also attend to **minor repair jobs pertaining to carpenter work on his own cost** at the Hostel and Administrative Block. Jobs involving repairs of bolts, hinges, locks, door stopper, door closer etc. are to be done at the cost of the Contractor. All **labour charges for such repair up to Rs.500/- has to be borne by the Contractor.**

34)**<u>Sundry Electrical Jobs</u>**:

a) The Bidder/ Tenderer shall arrange for attending to all sundry electrical jobs at his own cost round the clock on day-to-day basis in the entire Sales Training Centre campus such as attending to the complaints pertaining to:

i) Electrical Jobs: For this purpose, Skilled Electrician with all required tools/ equipment's should be available on regular basis.

ii) Repair of electric items such as Geysers, Fans, Exhaust fans, canteen equipment's, Insect killer, Air cutter, Shoe-shine machines, Blowers, Solar Lights, door bells, stabilizers and all other Electric Fittings.

b) Replacement of Electric Items like plugs, sockets, switches, tube lights, LED bulbs (including fixtures thereof), CFL bulbs, chokes, CFL tubes, mirror lights, hydrogen bulbs, plug tops, AC box, holders, Lights installed at gates and open area, MCBs, door bells, table lamps, holders, fiber casings for electric wiring, batteries of wall clocks, batteries of cordless mikes and all other electric fittings.

35)At the time of commencement of the contract, the Bidder/ Tenderer will purchase new items, he will not buy or use any item mentioned in the above paras from the previous service provider.

36)It is the exclusive responsibility of the Bidder/ Tenderer to ensure due and timely compliance with all relevant Laws, Rules and Regulations and other relevant Instructions issued by the Government authorities from time to time relating to the employment of persons.

37)**The bidder/contractor should keep in mind at the time of submission of financial bid that he has to bear the cost of all items which is to be provided by him as mentioned in the scope of work.**

38)The Bidder/ Tenderer shall be responsible to attend and redress all complaints / requirements immediately within the purview of the Contract and shall strive not to give any room for any complaint or grievance from the trainees, inmates or the staff and officials of the Sales Training Centre and LIC of India.

39)The Sales Training Centre may refuse entry into the campus or order eviction of any person falling into any of the following categories: -

a) Is suspected not to possess good character.
b) Is found reportedly indulging in activities prejudicial to the interests of the Sales Training Centre.
c) Is afflicted/ suspected to be afflicted with any contagious or communicable diseases.

40)With a view to achieving effective implementation of this Agreement, the Principal, STC, VARANASI is entitled to issue instructions, to the Bidder/ Tenderer and such instructions shall be binding on the Bidder/ Tenderer.

41)For the purpose of implementing this Contract, the Bidder/ Tenderer shall engage adequate number of workers (up to 07 numbers) as per **Annexure-IX**. The Bidder/ Tenderer shall ensure that they observe cleanliness and wear neat and clean uniforms. The workers deployed by the Bidder/ Tenderer should be provided with suitable proof of identity (Identity Cards, uniforms, etc.) Persons without suitable identity proof and not wearing uniform are liable to be refused entry into the Campus of the Sales Training Centre.

42)In all matters relating to or incidental to this Agreement, if there arises any doubt or dispute or disagreement, the decision of the Principal, STC, VARANASI shall be final and binding on the Bidder/ Tenderer.

43)**Gardening Services:**

The Bidder/contractor shall maintain all the Lawns, Plants and trees in the garden of STC Campus.
The Bidder/ Tenderer will maintain all the potted plants in adequate number along with the planting of flowering plants i.e. flowering & potted plants (with pots) to be changed as and when required.

The contractor shall ensure the following activities as per the given time schedule at his own cost: -

| Activity | Frequency |
|---|---|
| Cleaning, sweeping of all lawns and lifting of garbage in the jogging track | Daily |
| Watering of plants and lawns with sprinklers/ portable showers/ pipes | Daily |

| | |
|---|---|
| Lawn mowing, weeding and loosening the flower beds | Once in a fortnight |
| Trimming the hedges, edges, shrubs, and bougainvillea, etc. | Once in a month |
| Applying fertilizers/ manure | Once in a quarter |
| Planting seasonal and all other blooming flower plants | Every season i.e. Summer, Rainy and Winter in adequate numbers/ even earlier, if needed |
| Hard pruning for roses, shrubs and trees | Twice in a year at appropriate time |
| Top dressing of lawns with good quality garden soil | Once in a year |

i. The Bidder/ Tenderer shall maintain a Control Register for the above work which will be produced to Administrative Office of STC, VARANASI regularly / or when called for.

ii. The Bidder/ Tenderer shall replace the dead / dried plants and planting of new plants shall be ensured.

iii. The Bidder/ Tenderer shall not be allowed to carry away any plant, flowers, potted plant, pots or any garden material outside the STC campus without prior permission of Competent Authority / gate-pass.

iv. The Bidder/ Tenderer shall be the responsible to maintain all the landscaping and gardening area in good condition. In case of any damage to the same, it should be restored to its original condition by the Contractor at their own cost.

v. The garden tools such as lawn mowers, pipes, sprinklers, showers and other tools, plants, flower pots, seasonal plants, blooming flower plants, small and big saplings of trees, fertilizers, manure, soil, will be provided by STC.

44)If any deficiency found on the services rendered by the Contractor in respect of housekeeping services on the basis of feedback ( Refer **Annexure XIV and XV**) received from the participant or at the time of checking by the House keeping committee at any point of time, the penalty will be imposed as per the details mentioned in Penalty Clause as per enclosed Terms and conditions or as per the instructions of the Principal, STC or any official Authorized by him/her or take any other action deemed necessary including termination of the Contract with due notice to the Contractor or withhold the Contractor's bills, demand compensation from the Contractor, the quantum of which may be decided from time to time by the Principal, STC, VARANASI.

45)The Bidder/Tenderer should ensure that the employees deployed for performing housekeeping services are to be identified separately and not allotted sundry duties elsewhere in the premises.

46) No payment will be made for the workers for the days when their services will not be required by STC due to non-requirement of housekeeping and maintenance services due to any reasons.

## II. CATERING SERVICES:

1. The Bidder/ Tenderer shall be fully responsible for the entire catering arrangement, as per following details, to the Trainees/Guest Faculties and other officials of the Corporation at the said Sales Training Centre during the period of the Contract: -

a) Bed Tea/Coffee/Milk.
b) Breakfast.
c) Mid-morning Tea/Coffee/Milk.
d) Lunch.
e) Afternoon Tea/Coffee/Milk.
f) Evening Tea/Coffee/Milk with Snacks.
g) Dinner.

2. The Bidder/ Tenderer will be permitted to use the kitchen, the adjacent store room and the dining hall in to carry

out catering arrangements being entrusted to him. The Contractor will bear the material cost and provide services as specified in **Annexure- V** of the Tender.

3. The Bidder/ Tenderer is entitled to use the infrastructural facilities, equipment's (refer **Annexure XIII**) furniture, fixtures and fittings in the Canteen Premises of the Sales Training Centre and he shall **ensure that the above are always properly maintained** i.e. maintenance and regular servicing of gas burners, stoves, rubber pipe and other equipment's is the responsibility of the bidder/contractor so that the same may be kept in perfect and good condition.

4. The Bidder/Tenderer shall provide all other necessary equipment's (not mentioned in **Annexure XIII**) and shall maintain the same in good working condition at his own cost and put it to regular use for purposes solely connected with his catering arrangements i.e. it is the responsibility of the Bidder/ Tenderer to provide all utensils and equipment such as crockery, cutlery, cooking utensils, glassware, tissue papers, cloth napkins and other articles which are necessary and required for running the canteen and for Buffet style Breakfast, Lunch and Dinner etc. at his own expense. The Bidder/ Tenderer shall also provide equipment for keeping the food warm at the service counters and shall bear all costs towards that.

5. The Bidder/ Tenderer shall ensure that the Crockery and other articles used in respect of point no. 4 of good brand and pre-approved by the Competent Authority. Cracked or broken items should be replaced immediately. Utensils, cups, saucers, flasks (especially the rims), crockery should be scrubbed and cleaned thoroughly with Vim and hot water. A through master cleaning should take place every weekend for all the equipment, fixtures, utensils etc. The grime, grease, stains, oil etc. should be wiped well with a clean cloth and dried i.e. the Bidder/ Tenderer shall ensure to keep these articles in a neat and clean, hygienic and tidy order and conditions. Cost of cleaning material for cleaning of Dining Hall, Kitchen, Wash rooms, (including providing liquid soap) shall be borne by the Contractor. The Sales Training Centre shall not be responsible in any way for the loss and or damage caused whatsoever to any of the aforesaid articles.

6. The Bidder/ Tenderer shall ensure that the kitchen, dining room and the dining hall must be maintained in a spic and span manner round the clock by using good quality disinfectants. The Bidder/ Tenderer should dispose of kitchen garbage/wastes and leftover food without causing any environmental hazards. He may liaise, if necessary, with the local Municipal/Civic Authorities for disposal of non-degradable garbage on day to day basis at his own cost. The Contractor's men should have proof of identity in the form of identity cards, uniform, etc.

7. The Bidder/ Tenderer shall also arrange regular supply of commercial gas cylinders and pay directly to the supplier for the cooking gas purchased at his own cost. The Bidder/ Tenderer must ensure prompt supply of gas without any break by placing order with the Gas Company well in advance. In future, if any pipeline supply is taken by the Sales Training Centre, VARANASI the Bidder/ Tenderer shall be bound to take supply from that Company on the Terms & Conditions of the Company.

8. The Bidder/ Tenderer shall maintain high standard of catering for all items with due regard to quality and purity of food stuff, quality and quantity of dishes, cleanliness in preparation and handling of food items and utmost courtesy of services. The Bidder/ Tenderer shall pay for all food stuff and articles used for catering and shall always have on hand, good and sufficient supply of all articles, food stuff and necessary provisions for providing Catering Services and he shall ensure that these items such as Raw food stuffs, vegetables, milk, milk products and fruits shall be of fresh supply and are kept in a proper hygienic condition, in suitable covered containers, which will be arranged by the Bidder/ Tenderer himself.

9. The Bidder/ Tenderer should make himself available whenever he is called for a meeting. This is mainly to keep a check on the quality and the quantity of food to be served as the Sales Training Centre insists on the highest quality in preparation of food and also the associated services. If the quality/quantity of food served or service ( Refer **Annexure V and VIII**) rendered by the Contractor is not found satisfactory on the basis of feedback

received from the participant or at the time of checking by the canteen committee, at any point of time, the penalty will be imposed as per the instructions of the Principal, STC or any official Authorized by him/her or take any other action deemed necessary including termination of the Contract with due notice to the Contractor or withhold the Contractor's bill or demand compensation from the Contractor, the quantum of which may be decided from time to time by the Principal, STC, VARANASI; In particular, penalties will be imposed in case of the following deficiencies:

a) Stale food.
b) Unhygienic food.
c) Inadequate food.
d) Failure to serve within prescribed hours.
e) Gross and unauthorized deviation from the prescribed Menu.
f) Any other service deficiency pointed out by the Canteen Committee members and/or authorized official.

10. The Bidder/Tenderer must ensure that the food items supplied are AGMARK/FSSAI approved and as per the standards provided by the Government authorities. He shall also ensure that 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 Sales Training Centre. In case any fine/penalty is imposed by the Food Inspectors/Food Department/ Central/State/Local Authorities, then it shall be the responsibility of the Bidder/ Tenderer and if any such fine penalty is paid by the Sales Training Centre on this count, then the same shall be recovered from the monthly bill and/or Security Deposit.

11. (a) The Bidder/ Tenderer shall deploy adequate number of competent and well- trained workers (up to 05 numbers as per **Annexure IX**) for cooking, cleaning, serving etc. to provide uninterrupted canteen service at all times. All personnel employed by the Bidder/ Tenderer shall be medically fit for handling food & also certified for fitness before employment at Sales Training Centre. The Bidder/ Tenderer should have full control of the workers deployed by him and shall give necessary guidance and direction to carry out the jobs assigned to them and shall also be responsible for the payment of their wages/dues and other amenities, if any. Those performing catering and kitchen duties are to be identified separately and not allotted sundry duties elsewhere in the premises.

(b) The Bidder/Tenderer shall not knowingly engage any person with a criminal record / conviction and shall bar any such person from participating directly or indirectly in the provision of Service(s) under this agreement.

(c) The Bidder/Tenderer shall provide different uniform to his Managers and the other workers engaged by him. Those working in the canteen shall also be provided with uniform, apron, etc. All the workers deployed by the Contractor shall wear their respective uniforms throughout the time they remain in the Sales Training Centre Campus.

12. The Bidder/ Tenderer shall strictly ensure to arrange New cooking/serving utensils.

**13.** The Bidder/Tenderer shall ensure that only those cooking material including ghee/oils shall be used which are mentioned in **ANNEXURE VIII**. **No compromise will be made with the quality and quantity of the material mentioned in the Annexure VIII.** Use of artificial colors is strictly prohibited. Reuse of burnt oil is strictly prohibited i.e. oil once used should not be reused. Adulteration or use of sub-standard items will be penalized and the items will be confiscated. All items, cooked or uncooked, must be handled with utmost hygiene using hand gloves and proper kitchen apparel. Stewards must wear gloves to cut salads and to serve items. The grinders must be cleaned spotlessly in hot water before and after use. All salads and fruits should be washed first and then cut**.**

14. The Bidder/ Tenderer shall ensure that If a trainee falls ill, on Fast due to festival or indisposed, special diet, for so long as needed by him shall be provided by the Contractor without any extra charges in lieu of the normal

food supplied in the mess and shall be served in the trainee's room.

15. The Bidder/ Tenderer shall serve Breakfast, lunch, snacks and dinner in the dining hall, dining rooms, unless otherwise required. Forenoon and afternoon tea/coffee shall be served outside the class rooms or Dinning hall on the days of the training sessions. The coffee/tea/snacks for the Principal, Faculty Members and Staff of the Corporation shall be served at their respective tables. Flasks used for serving Tea or Coffee shall be arranged by the Contractor and should be maintained in good condition.

16. The Bidder/ Tenderer shall provide special indoor / outdoor lunch / dinner in buffet style whenever required, as per the dates indicated thereof. The menu for the same shall be prescribed by the Principal or by his/her authorized representative. The rates for special buffet style lunch / dinner shall be quoted by the Contractor and approved by the Principal. The entire arrangement, catering and serving vessels will be the sole responsibility of the Contractor.

17. The rates payable to the Bidder/ Tenderer per participant/Guest Faculty shall be as per the bifurcated rates agreed upon for the following. The Contractor has to maintain a record of arrival and departure of the participants to facilitate billing as per actual attendance and bifurcated rates:

a. Bed Tea/Coffee/Milk.
b. Breakfast.
c. Mid-morning Tea/Coffee/Milk.
d. Lunch.
e. Afternoon Tea/Coffee/Milk.
f. Evening Tea/Coffee/Milk with Snacks.
g. Dinner.

18. The water and electricity consumption charges will be borne by the Corporation, provided the Contractor ensures utmost economy in the consumption of water, electricity and abides by such restrictions as may be imposed or such instructions as may be issued by the appropriate Government / Civic Authorities and / or by the Principal, STC or by any other person authorized by the Corporation.

19. The Bidder/ Tenderer shall arrange catering services one day before the commencement of any session and on the day after the last day of any session, the Bidder/ Tenderer shall arrange for catering services for such trainees as are expected to be present in the hostel and bill for the actual attendance only should be claimed. The payment of catering bill will be made accordingly. No food is to be provided to any outsider.

20. The Bidder/ Tenderer is hereby informed that usually the training sessions are conducted throughout the year, but the number of trainees may vary from time to time and the Sales Training Centre does not guarantee any minimum number. There may be breaks between Sessions. A situation could arise when no Session is conducted during a particular period. Notwithstanding this, the Bidder/ Tenderer's Catering and Maintenance Service shall be available throughout the year without any break. However, under Force Majeure circumstances such as those covered in **Annexure XVI** of this tender document, clauses mentioned therein shall apply.

21. If a session is cancelled due to any unavoidable circumstances and STC informs the vendor one day in advance, no payment will be made for catering service but if any session is cancelled at the last moment due to any unavoidable circumstances, then STC will pay Rs. 30 per person for Maximum 10 trainees, for the same. No payment will be made for the workers for the days when their services will not be required by STC due to non-requirement of catering services.

22. The Bidder/ Tenderer shall permit the concerned authorities, Canteen Committee members and/or authorized officials at all times to enter the Canteen Premises to make inspection of the following:

a) Catering Arrangements.
b) Raw materials being used.
c) Quality and quantity of eatables and articles of food and drinks served.

d) Upkeep of the Canteen premises.

e) Hygiene of the workers in the Canteen and Kitchen

Principal STC or any officer authorized by him shall verify the quality of the food/beverages being served to the trainees daily. The deficiencies pointed out by the Trainees, Canteen Committee members and/or any authorized officials shall be remedied immediately.

23. The Bidder/ Tenderer shall provide Bed Tea to the trainees at 06.00 AM every morning in the hostel rooms.

24. The Bidder/ Tenderer shall strictly adhere to timings prescribed by the Principal, STC or an official authorized by him/her for each service given in **Annexure-V**. Sales Training Centre is free to change the timings from time to time or prescribe different timings for different groups of trainees. Those working in the kitchen should be present till the dinner hours are over. The menu shall be drawn up weekly in full detail for each day and got approved by the Principal or any official authorized by him/her. The menu once approved shall be strictly adhered to. The approved menu should be displayed prominently on a board in the Dining Hall of the Sales Training Centre.

25. The Bidder/ Tenderer shall provide clean, pure drinking water (warm, ordinary or cool - as per the choice of the trainee).

26. The Bidder/ Tenderer is not allowed to sale of any kind of food items & cold drinks etc. in the canteen of Sales Training Centre Premises including the Dining Hall.

27. The rates for any item not specified in the Tender/Financial Bid shall be decided after mutual negotiations.

28. The Bidder/ Tenderer will be held solely responsible for any incident of food poisoning and consequences thereof at all. If it is found on inspection that the food item is injurious to health or of a sub-standard quality, the Contractor shall be liable to pay a penalty as may be decided by the Competent Authority on each occasion.

29. The Bidder/ Tenderer shall carry out improvements as may be necessary for ensuring satisfactory services and shall take due notice of complaints made by the trainees or through the Faculty Members or the Principal, STC. The Bidder/ Tenderer shall maintain a complaint register to be submitted for checking by the officials of the Administrative Office periodically.

30. The Principal, STC VARANASI or the authorized representative of STC VARANASI will have the right and authority to inspect such articles of food and provisions as being provided by the Contractor and will have full powers to order discontinuance of use of certain food items/raw materials and provision which are not as per the specifications mentioned in the Tender or are found to be of unsatisfactory standard or on grounds of hygiene.

**LIFE INSURANCE CORPORATION OF INDIA**
**SALES TRAINING CENTRE,**
**VARANASI**

## TERMS & CONDITIONS

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

1. The Bidder/Contractor represent and undertake that:

(i) He has full power and authority to enter into the agreement with LIC, Divisional Office, **VARANASI** and perform the Services and it has the necessary expertise to duly perform the services under this Agreement.

(ii) He shall render the services and perform its obligations and duties as per the Contract accurately and efficiently and in accordance with the instructions, specifications, procedures, standards, guidelines, time frame, as mentioned in this Agreement, or as issued from time to time by **STC** for the standard of the services to the satisfaction of **STC**.

(iii) He shall be responsible for its corporate and personal taxes if any, and shall indemnify and hold **STC** harmless for any liability in this connection.

(iv) He shall be responsible for ensuring that all workers engaged by the Contractor shall have the necessary expertise and shall abide by **STC**'s instructions, specifications, procedures, standards, guidelines, and time frames at all times during the performance of the services.

2. The Bidder/Tenderer shall provide Housekeeping, General Maintenance including Garden Services and Auxiliary Services to **STC VARANASI** as detailed in **Annexure-VI** of the Tender Document.

3. The Bidder/Tenderer shall provide Catering Services to Trainees/Officers/Faculties/Guest Faculties/Guests and other Visitors of **STC VARANASI** as detailed in **Annexure-V** of the Tender Document.

4. The Services rendered by the Contractor must be in conformity with the Standard of Service as detailed in **Annexure VII** of the Tender Document.

5. The Bidder/Tenderer shall ensure that the quality of food material used is in conformity to the standards mentioned in **Annexure VIII** of the Tender Document. No compromise will be made with the quality and standard mentioned in **Annexure VIII**. The menu of Meals and Refreshment / Services shall be in conformity with the details as mentioned in **Annexure VIII** of the Tender Document.

6. The Bidder/Tenderer shall ensure deployment of adequate number of Supervisor and Workers for Housekeeping & General Maintenance Services as stated in **Annexure IX** and shall ensure compliance of all the terms & Conditions of the Tender Document.

7. In consideration of the services to be provided by the Contractor and performance of the Contract, **STC VARANASI** shall make payments to the Contractor as per **Annexure XI** and **Annexure XII** Billing Process and Documents of the Tender Document.

8. All the information as required in the tender document should be filled up in the relevant part and no column should be left unfilled.

9. The checklist of documents to be attached with Technical Bid (as per the Format of Technical Bid given at **Annexure-XVII and XVIII**). All documents required as per tender and in the checklist must be enclosed in PDF File only. All the papers must be serially numbered and the appropriate page number should be indicated by bidders in the blank boxes in the right hand column of the checklist.

10. **Financial Bid** (as per the Format of Financial Bid given at **Annexure-XIX**) of tender document showing the rate quoted for **Package per trainee per day for catering Services with cost of each component of the package individually** and per month for Housekeeping and General maintenance including Gardening Services. The Package rate will include Bed Tea, Breakfast, Pre-Lunch Tea, Lunch, Post Lunch Tea, Evening Tea with Snacks and Dinner (See **Annexure-VIII** Menu of Meals & refreshment and **Annexure-IX** for Housekeeping and General maintenance. The Contractor must also give the bifurcation of the package rate quoted by them with

cost of individual component of the package.

11. Any overwriting/corrections are not allowed in attached documents.
12. Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will result in rejection of the bid.
13. The Bidder/tenderer signing the Bid/tender must clearly specify whether he is signing as sole proprietor, partner, under power of attorney or as Principal/Manager/Secretary etc., as the case may be.
14. The Tender shall be valid for a period of at least six months (180 days) from the date of opening of the tender. If the Bidder/applicant withdraws/amends/derogates the tender in any respect during this period of validity of the offer, the EMD is liable to be forfeited.
15. LIC Divisional Office, **VARANASI** will communicate to the successful bidder through a letter sent by **Courier/ Registered Post/ e-mail regarding acceptance of bid**.
16. In order to satisfy itself about the nature and quality of services rendered by the bidder/tenderer to other Institute/Establishments, **STC VARANASI** may depute its Officer (s) or authorized representative to visit the Institute/Establishments mentioned by the bidder. Besides, **STC VARANASI** may also arrange for verification of any document/testimonial submitted by the bidder in support & compliance of technical criteria as laid down in the tender document. It will be mandatory for the bidder to extend full cooperation to **STC VARANASI**, so that necessary verification is completed without any delay. In case the bidder fails to cooperate or where after verification it is revealed that bidder does not meet with the criteria as laid down in the Tender Document, then their bid would be considered as non- responsive and their financial Bid will not be processed further and **EMD shall be forfeited**.
17. The Financial Bid of only those bidders /tenderer will be opened whose Technical Bids are found successful by LIC, Divisional Office, **VARANASI**, further processed and evaluated.
18. LIC, Divisional Office, **VARANASI** will award the contract to the bidder whose bid has been found to be responsive and **lowest as a whole for both the Catering & Housekeeping and General Maintenance including gardening Services** as per terms and conditions incorporated in this Tender Document. For this purpose, following **assumptions** shall be made, based on our experience, only for comparison of Bids: (Refer Notes in the format of Financial Bid. (**Annexure XIX**)

a. Monthly average no. of trainee days = 400 (Considering 20 working days in a month and 20 trainees)
b. One Welcome Kit
c. Manpower required for Catering = 05
d. Manpower for Housekeeping and Maintenance = 07

Although the estimated MENU COST component for calculation of total contract value will be worked out assuming 400 trainee days per month, actual payment will be made on the basis of actual number of trainee days.

Similarly, payment in respect of the MANPOWER COST, i.e. applicable minimum wages and contractor's contribution towards PF & ESI for actual manpower deployed, will be made along with charges for Housekeeping and Catering Services, on production of documentary evidence (Refer **Annexure XI & XII**) of payments of wages and other statutory payments to the workers deployed by the Contractor subject to maximum of 07 and 05 numbers for Housekeeping and Catering services, respectively for the actual days of work.

In case of "Tie" of financial bid, an opportunity will be given to all L-1 vendors for submitting his revised offers for further action.

19. The rates quoted in the Financial Bid shall be binding on the bidder for the entire period of Contract, including the period of extension, if the Contract is extended. However, under Force Majeure circumstances such as those covered in **Annexure XVI** of this tender document, clauses mentioned therein shall apply.

20. The Bidder/tenderer will be required to keep a Security Deposit equal to 5% of the Contract Value, mentioned in the Financial Bid. The successful bidder will be required to deposit the same in the form of a Demand Draft drawn on any scheduled Bank in favour of "Life Insurance Corporation of India", payable at **VARANASI** and present himself to execute a contract Agreement with **STC VARANASI** as per the conditions of the Tender on non-judicial stamp paper of requisite value as applicable in the state of Uttar Pradesh, within 30 days of the receipt of the letter awarding the Contract. This Security deposit will remain with LIC, Divisional Office, **VARANASI** throughout the period of the Contract. This Security amount will be refunded to the contractor after 60 days of completion of the Contract subject to:

(i) Satisfactory Performance of the Contract.

(ii) Deduction of any dues payable to **STC VARANASI** and/or LIC of India on whatsoever account.

(iii) Any deduction due on account of Contractor's obligation under the Contract and subject to such deductions as may be necessary for meeting **STC VARANASI**'s claim against the Contractor.

(iv) Deduction of any liability/damages incurred by **STC VARANASI**, on behalf of the Contractor in the discharge of his/their obligations under this Contract.

(v) This Security deposit shall not bear any interest of any kind whatsoever.

21. The successful bidder/contractor shall be required to submit a "No Dues" Indemnity Bond on Non Judicial Stamp Paper of requisite value duly notarized as per the specimen enclosed in **Annexure-III** after completion/ termination of the Contract to claim refund of the Security Deposit amount.

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

23. Sr. Divisional Manager, Divisional Office, **VARANASI** may at its discretion, amend/modify the tender and/or extend the deadline for submission of tenders at any time prior to the last date for submission of Tenders. LIC, Divisional Office, **VARANASI** may for any reason, whether at its own initiative or as a consequence of Pre-Bid conference in response to a clarification sought by a prospective bidder/tenderer, may modify the Tender documents by amendment and information thereof which will be uploaded on GeM portal and the Corporation's website **www.licindia.in/tenders** and shall be binding on all concerned.

24. If the Standard of Services as mentioned above or elsewhere in the Tender document are not maintained to the satisfaction of the Authorities of **STC VARANASI**, appropriate penalty as per Point No. 43 (Penalty Clause) will be imposed and amount thereof will be deducted from the monthly bill and/or Security Deposit.

25. Licence under Contract Labour (R&A) Act – Condition Precedent

(i) Immediately after award of work, and before commencement of services, the successful Bidder/Contractor shall apply for and obtain, wherever legally required, a certificate/licence from the office of the appropriate Labour Authority under the Contract Labour (Regulation and Abolition) Act, 1970 and the Rules framed thereunder, for employment of contract labour at STC, Varanasi, for providing Catering, Housekeeping & General Maintenance Services.

(ii) Obtaining and maintaining such licence in force during the entire period of the contract shall be treated as a condition precedent and a continuing essential condition of this Agreement.

(iii) Failure to obtain the licence within the prescribed time or failure to maintain its validity despite being required under

law shall constitute a material breach of the contract, and LIC/STC shall be entitled, without prejudice to any other rights, to terminate the contract forthwith or after such notice as it may deem fit, and to forfeit the EMD and/or Security Deposit in full or in part. The Bidder/Contractor shall comply with the instructions given by **STC** from time to time relating to the performance of the services, duties and obligations under this Agreement. The services rendered by the Contractor shall be subject to regular review by **STC**, and its decision as to the quality thereof shall be final and absolute.

26. The Bidder/Contractor shall abide by the rules, guidelines, policies and procedures applicable to **STC** at all times during the performance of the services and the regulations issued by the various Government Authorities under whose jurisdiction this agreement will fall, from time to time.

27. The regularity of performance of service will be of essence and shall form a central factor, while evaluating the performance from time to time. The successful bidder/Contractor shall take all possible steps to ensure and to maintain its performance as determined by **STC VARANASI**, from time to time. If authorized officials of **STC VARANASI**, notice that personnel of the successful bidder/Contractor have been negligent, careless in rendering the said services, the same shall be communicated to the Contractor who will take corrective steps immediately to avoid recurrence of such incidents and report back to **STC VARANASI**.

28. Any dispute arising out of this Contract including any clarification as to the intent or interpretation of any of the provisions of these terms and conditions, the same shall be first referred to/sought from the Principal, **STC** whose decision in the matters shall be final and binding on the Contractor. Any other matter relevant to but not covered in the Contract shall also be decided by making reference to the Principal, **STC**, whose decision shall be final and binding on the Contractor. If the dispute is not resolved through the reference made to the Principal, **STC**, a reference of the same shall be made to a Sole Arbitrator to be appointed by the Principal, **STC, VARANASI** for adjudication of the same in accordance with the provisions of Arbitration & Conciliation Act-1996 and any statutory modifications there under from time to time.

29 **Dispute Resolution and Arbitration**

(i) The parties shall attempt to resolve all disputes, differences or claims arising out of or in connection with this contract, including its interpretation, performance or termination, amicably through mutual discussions and by reference in the first instance to the Principal, STC, Varanasi.

(ii) If the dispute is not resolved within 30 (thirty) days of such reference, the same shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time.

(iii) The arbitral tribunal shall consist of a Sole Arbitrator to be appointed by the Principal, STC, Varanasi. The Sole Arbitrator so appointed shall be a person who is independent and impartial, and may be an officer of LIC of India provided that such officer has not directly dealt with the execution or supervision of this contract.

(iv) The seat and place of arbitration shall be Varanasi, Uttar Pradesh, and the arbitration proceedings shall be conducted in the English/Hindi language.

(v) The award of the Sole Arbitrator shall be final and binding on both parties. Subject to the above, the courts at Varanasi alone shall have exclusive jurisdiction in all matters arising out of or relating to this contract.

30. If any worker of the successful bidder/Contractor indulges in theft, negligence or any illegal/irregular activities, the successful bidder/Contractor shall take appropriate action against its erring worker and intimate accordingly to **STC VARANASI**, or **STC VARANASI** itself can take action in accordance with the law.

31. In case of any pilferage, theft or breakage etc. to the property/assets of **STC**, the successful bidder/Contractor shall be responsible for such losses. The **STC** will be at liberty to deduct the amount of such loss from the monthly bills/Security Deposit of the successful bidder/Contractor after holding an enquiry. The decision of **STC** to this effect shall be final and binding upon the parties. In case of unsatisfactory performance and violation of any condition of the tender/ contract, the contract shall be liable to be cancelled and Security deposit will be forfeited.

32. The successful bidder/tenderer shall not employ any person below the age of 18 years. The successful bidder/ tenderer shall indemnify **STC VARANASI** & its representative (s) from and against all claims and penalties which

may be suffered by **STC VARANASI**, by reason of any default on the part of the bidder/contractor to observe and/or in the performance of the provisions of Child Labour (Prohibition & Regulation) Act, 1986 OR any re-enactment or modification of the same.

33. The successful bidder/tenderer, being the employer in relation to workers employed by him, to provide the services under the terms and conditions, shall alone be responsible and liable to pay wages/salaries to such persons. The successful bidder/ tenderer has to ensure that none of his employees are paid salary/wages which is less than the prescribed amount under the Minimum Wages Act 1948 by the Government of India or by Uttar Pradesh Government or any other Authority constituted by or under any law, **whichever is higher**, for the category of workers employed by them from time to time. He will ensure compliance of all the relevant Labour laws inforce at the time of contract.

33A. Minimum Wages, Automatic Revision and Classification

(i) The Contractor shall pay to all its workmen deployed at STC, Varanasi, wages not less than the minimum rates of wages notified from time to time under the Minimum Wages Act, 1948 (or the relevant provisions of any subsequent labour code), by the Central Government and/or Government of Uttar Pradesh, whichever is higher and applicable for the scheduled employment corresponding to the nature of work actually performed (including sweeping/cleaning, catering, housekeeping, gardening, etc.).

(ii) Any revision in statutory minimum wages and other mandatory components (such as Variable Dearness Allowance) during the currency of the contract shall automatically become applicable from the effective date of such revision, and the Contractor shall implement the revised rates without waiting for any specific instruction from LIC/STC.

(iii) The categorization of workmen as unskilled, semi-skilled, skilled or highly skilled given in the Financial Bid and elsewhere in this Tender is indicative and shall be aligned with the applicable Government notifications. Any misclassification discovered later shall not absolve the Contractor from paying the correct statutory wages and related benefits, and any differential liability shall be to the Contractor's account without extra burden on LIC/STC.

33B-Nondiscrimination and Prevention of Sexual Harassment

(i) The Contractor shall not discriminate between workmen on any grounds prohibited under law, including gender, caste, religion, race or disability, and shall comply with the provisions of the Equal Remuneration Act, 1976 (or corresponding provisions of any new Labour Code) in matters of wages and conditions of work.

(ii) The Contractor shall comply with the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013, and shall constitute and maintain an Internal Committee where required, covering all workmen deployed at STC, Varanasi. Any complaint of sexual harassment involving the Contractor's workmen within the STC premises shall be promptly reported to STC, and the Contractor shall cooperate fully with LIC's Internal Committee and abide by its recommendations for disciplinary action at the Contractor's end.

34. The rates quoted in the financial bid should be inclusive of all statutory obligations such as wages for leave reserve, all other statutory benefits / facilities to manpower deployed by the contractor, all kind of taxes **except GST**. The offers of those prospective bidders which do not meet the statutory requirements are liable to be rejected.

35. The Successful Bidder/ tenderer shall provide uniform and Identity Cards on its own name and trading style to its employees deployed for rendering the said services, which are open to verification by **STC VARANASI** at any time. In case the workers are not found to be in proper uniform, the **STC** reserves the right to impose penalty as per **clause 43** and may refuse the entry into its premises to any worker of the Contractor for not bearing such uniform and identity card.

36. The **STC** or its Management, Auditors, Regulators and/or any person(s) authorized by Principal, **STC**, **VARANASI**, shall be at liberty to check at any time, the deployment of workers by the Successful Bidder/ tenderer and inspect,

examining, auditing and/or taking copies of the records available with the Successful Bidder/ tenderer.

37. The Successful Bidder/ tenderer shall maintain proper records about the attendance of workers deployed by him in the prescribed format as given in the Contract Labour (Regulation and Abolition) Act, 1970 along with Contract Labour (Regulation and Abolition) Rules, 1971 and would ensure that adequate manpower is maintained. The authorized officials of **STC** may check the number of deployed person along with attendance register maintained by him at any point of time. If due to any exigency, any worker is absent the Contractor should take immediate steps to provide his substitute subject to the compliance of relevant Rules & Regulations/Laws/ Statute.

38. The successful bidder/ tenderer must ensure that the wages to the workers are paid within the stipulated time period as provided under the relevant Rules & Regulations/Laws/Statute in force preferably before 4th of every month through a Bank at **VARANASI**, either by direct credit to the workers' bank account or through cheque, if wages paid by cheque under exceptional circumstances, the photocopy of the cheque issued to the worker is to be submitted to **STC VARANASI**. The successful bidder/ tenderer will not link the payment of wages to the workers with settlement of his bills by **STC**. The tenderer has to first pay the wages to the Workers and then put up his bill for payment. Payment of bills will be made on monthly basis through **ECS/RTGS/ NEFT** only, provided that the Catering & Housekeeping Services provided were/are satisfactory during the month and subject to deduction of Penalty imposed, if any, as per terms and conditions of the Contract. The Contractor will be required to preserve the bills/invoice of all the edible items purchased for the last 3 months for verification. The monthly bill payment will be made subject to following billing process and submission of documents as mentioned in **Annexure XII**, provided the Contractor submits the attested photocopies of the following documents:

a. Muster Roll/Attendance sheet of the workers signed by the Contractor for the month on the format prescribed in the Contract Labour (Regulation and Abolition Act, 1970) along with Contract Labour (Regulation and Abolition) Rules, 1971.

b. Salary sheet for the month showing receipt of the wages on the format prescribed in the Contract Labour (Regulation and Abolition Act, 1970) along with Contract Labour (Regulation and Abolition) Rules, 1971.

c. The successful bidder/ tenderer shall be required to submit the deposit challans showing the individual figures of the amount of EPF and ESI of the workers deposited with appropriate Authorities for the previous month along with the monthly bill. Reimbursement in lieu of PF, and ESI will be made by **STC**, **VARANASI** on the basis of actual amounts of contribution deposited by the contractor.

d. Receipt and Statement of Bonus paid to the employees (To be submitted in the following Month after making payment)

e. All statutory payments shall be made by the successful bidder/ tenderer to his workers for which no reimbursement shall be made by **STC VARANASI** to the successful bidder/ tenderer except GST, P.F. & ESI which shall be reimbursed on production of receipt/ challans, as aforesaid.

f. The Contractor will deduct ESI contribution and Provident Fund contribution of the employees from the wages of the workers at the rate as applicable from time to time and deposit the same with the appropriate authorities along with Employer's contribution of ESI and PF as per the rates applicable from time to time. The Employer's contribution of ESI and PF shall be borne by the **STC**, **VARANASI**. The Contractor will be liable to get the Provident fund refunded from the Provident Fund Commissioner if a worker is terminated or dies or leaves the job for onward transmission to worker/legal heir.

38A. **Labour Codes, Electronic Compliance and Quarterly Certification**

(i) The Contractor shall comply at all times with the provisions of the existing labour laws as mentioned in this Tender and the corresponding provisions of any new Labour Codes or subordinate legislation as and when notified by the Central/State Government, including but not limited to electronic maintenance of registers and online filing of

returns, where mandated.

(ii) In addition to monthly documents, the Contractor shall submit, within 15 days of the close of every quarter, a self-certification of statutory compliance in respect of all workmen deployed at STC, Varanasi, covering payment of minimum wages, overtime, leave with wages, bonus, gratuity, Employees' Compensation, EPF, ESI and any other applicable laws, along with supporting challans/receipts/online acknowledgements.

(iii) LIC/STC shall have the right to verify wage credits directly with the concerned banks and, if necessary, by interacting with deployed workmen, and any material discrepancy shall be treated as a material breach of contract.

38B. **Social Security and Insurance**

(i) The Contractor shall ensure that each workman deployed at STC, Varanasi is allotted a Universal Account Number (UAN) under the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 and an ESI Insurance Number under the Employees' State Insurance Act, 1948 (where ESI is applicable), and these details shall be shared with STC.

(ii) Monthly EPF and ESI contributions shall be deposited through separate challans clearly identifiable for the workmen deployed at STC, and the Contractor shall submit the Electronic Challan cum Return (ECR) / ESI contribution statement generated from the official portal, showing individual contribution details, along with the monthly bill.

(iii) In addition to coverage under the Employees' Compensation Act, 1923, the Contractor shall, at its own cost, obtain and keep in force during the currency of the contract a Workmen Compensation / Group Personal Accident Policy for all workmen deployed at STC, Varanasi, covering death, permanent disability and medical expenses arising out of accidents during and in connection with employment, and shall furnish copies of such policies to STC on demand. LIC/STC shall have the right to be notified as an interested party/beneficiary for intimation purposes.

39. The successful bidder/ tenderer shall at all times indemnify and keep indemnified **STC VARANASI** against any such claims/damages caused on account of injury/disability/death of any of its workers while providing the services to **STC VARANASI** which may be made under the Employees Compensation Act 1923 or any other Acts or any other Statutory modifications thereof or otherwise for or in respect of any claim for damage or compensation payable in consequence of any accident or injury sustained by the workers of the successful bidder/ tenderer or in respect of any claim, damage or compensation under Labour laws or other laws or rules made there under by any person whether in the employment of the successful bidder/ tenderer or not who provided or provides the service at premises of **STC VARANASI**.

40. **STC** shall accept no liability explicit or implicit for, nor any financial or other consequences arising from, sickness, injury, damages or death of the personnel of the Contractor, of the workers or of any sub-Contractor or agent or of any person performing on their behalf any work under the present contract, including the time spent in travel, nor for any damages which may arise by reason of neglect or default by any of them.

41. The Bidder/Contractor shall submit invoices/bills for catering and housekeeping services on monthly basis, within 7 days of the completion of the month in the manner and format prescribed by the **Sales Training Centre** and **STC** shall agree to pay such /bills within 15 working days of receipt and acceptance of the invoice/bill, as per terms and conditions of the Tender/Contract. All payments to the Contractor shall be made by ECS/NEFT/RTGS subject to recovery of penalty imposed on him, any deductions, withholding of all applicable, taxes and charges from time to time in force. The Bidder/successful contractor shall assign the job to a competent and trained person and ensure that the Bills submitted are of high quality, accurate, neat and gives full details, to facilitate prompt settlement by the **Sales Training Centre**. Bills not found proper are liable to be returned to the Contractor without settlement.

42. The **STC**, **VARANASI** will obtain feedback form (Refer **Annexure XIV & XV)** through Course coordinator from all the trainees on the beginning and end of each session or if the session is more than a week then on last working of each week. If the feedback submitted by the trainees are found unsatisfactory then necessary penalty will be

imposed as per details mentioned in Point No. 43 (Penalty Clause).

43. **Penalty clauses:**

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

**a. <u>Penalty for Unsatisfactory Feedback</u>:**

Each participant/trainee will submit feedback in the format given in **Annexure – XIV and XV** on the last day of training to the **STC** through course coordinator. If period of training session is more than a week trainees are required to give their feedbacks on the last working day of each week.

**STC** will calculate the total number of unsatisfactory feedbacks for all sessions completed during the month. The number of unsatisfactory feedbacks will be the basis for imposing penalty on contractor in the manner given below: -

a. Penalty Points = $\dfrac{\text{Total number of unsatisfactory feedbacks} \times 100}{\text{Total number of feedbacks}}$

b. Penalty for the month = $\dfrac{(\text{Penalty Points} - 4) \times \text{Monthly bill}}{100}$

Total penalty as calculated above shall not be more than 25% of the monthly bill submitted by the contractor. In case services provided by the contractor attracts maximum penalty regularly, the competent authority reserves the right to impose additional penalty for unsatisfactory feedbacks and may terminate the contract or may take other suitable action.

The above penalty clause is applicable only if the penalty points are more than 4.

**b. <u>Penalties for complaints registered in Registration Form:</u>**

All trainees are required to fill Registration Form, as per the format given in **Annexure-XIV**, at the time of the inauguration of the training session. If any trainee writes any complaint in the Registration Form, the penalties will be as under: -

i. Non –receipt of Welcome Kit: Rs. 50.00 per trainee per week
ii. Other complaints: Rs. 100.00 per complaint

**c. <u>Other Penalties:</u>**

In addition to penalty for unsatisfactory feedbacks/Registration Form, the following penalties will be imposed for various services: -

| | | |
|---|---|---|
| a. | Complaints entered in the Complaints Register and unattended within 24 hours. | Rs.100/- per day per unattended complaint |
| b. | Allotting a room without cleaning or changing the fresh linen | Rs.100/- per room on each occasion |
| c. | Missing items | current purchase price |
| d. | Misuse of any space including Hostel room/ Entry of any unauthorized person | Rs.1000/- per day per unauthorized person |
| e. | Delay / Non-performance in providing services as per the specified time schedule | Rs.100/- per item for each day of delay. |
| f. | Failure to dispose off garbage daily | Rs.500/- for each failure |
| g. | Overflow of water from overhead tanks | Rs. 100/- per day per tank |

| | | |
|---|---|---|
| h. | Non- cleaning of blanket (quarterly basis) | Rs. 50.00 per blanket per month |
| i. | Non- cleaning of curtains (quarterly basis) | Rs. 20.00 per curtain per month |
| j. | Pilferage/ damage/ loss to **STC** in any manner | As assessed by the Competent Authority. |
| k. | Non- cleaning of overhead tanks/ underground tank (monthly basis) | Rs. 100/- per tank per week |
| l. | Non wearing of Dress and Identity Card by the employees deployed the vendor | Rs. 50/- per employee per day or as per the direction of Competent Authority |
| m. | Any lapses (other than mentioned above) related to House Keeping and Maintenance Services. | As assessed by Competent Authority. |

It is specifically agreed by the contractor that all deficiencies including above will attract recovery and the deductions will be effected without any notice to the contractor. In addition to the above, if any deficiency in service is observed by the authorities of **STC VARANASI** the same will bring to the notice of the Contractor. If no corrective action is promptly taken by the contractor, **STC VARANASI** will levy an additional penalty, subject to the limits specified in penalty clause of this tender.

44. In case the Contractor discontinues the Contract before the expiry of the period of Contract, his Security Deposit shall be forfeited.

45. **STC** reserves the right to cancel or terminate this agreement by giving one month's notice in writing without giving or assigning any reason(s) whatsoever for doing so. And in the event of the Contractor wishing to terminate this agreement, the Contractor shall have to give at least **three months' notice** to **STC**, in writing and in either event, the Contractor shall hand over the peaceful and vacant possession of the space (accommodation) as provided in the tender. The bidder/tenderer shall also hand over forthwith all the articles provided to him and no broken item(s)/articles(s) shall be taken back which must be replaced by the Contractor or shall pay the cost thereof.

46. Without prejudice to any of the rights or remedies under this Contract, if the Contractor dies, **STC** shall have the option of terminating the Contract without compensation to the legal or other heirs of the Contractor.

47. In the event of earlier termination of the Contract by either parties to or on expiry of the Contract, the Contractor shall be obliged to continue providing the services on the same terms and conditions as provided in the Contract, till such time as **STC**, is able to make any alternative arrangement or **STC**, has agreed in writing to allow the Contractor to discontinue earlier.

47A Termination for Cause

(i) Without prejudice to the right of LIC/STC to terminate the contract for convenience under Clause 45, LIC/STC shall be entitled to terminate this contract, in whole or in part, forthwith or with such shorter notice as it deems fit, in any of the following events, which shall constitute a material breach by the Contractor:

a) repeated or serious violation of the terms and conditions of this contract, including service quality standards;

b) noncompliance with applicable labour, tax, food safety, municipal, or other statutory requirements;

c) failure to obtain or maintain mandatory licences/registrations;

d) submission of forged/fabricated documents or misrepresentation in the bid or during contract performance;

e) any incident of food poisoning or serious health/safety hazard attributable to negligence or misconduct of the Contractor or its workmen;

f) any act of fraud, corruption, or moral turpitude, or participation in cartelization/anti-competitive practices;

g) abandonment of services or prolonged nonperformance without acceptable justification.

(ii) In the event of such termination for cause, LIC/STC shall be entitled to forfeit the Security Deposit in full or in part, recover damages, additional expenses incurred in getting the services performed through alternative agencies, and any other losses suffered, and the Contractor shall not be entitled to any compensation, including for loss of profit,

goodwill or consequential damages.

48. **STC** shall have the right to deduct the any due amount from the Contractor, any sum required or estimated to be required, for making good the loss suffered by any worker, by reason of non-fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deduction made from their wages which are not justified by their terms of the Contract or non-observance of the Regulations.

48A. **Right of Set off and Withholding**

(i) LIC/STC shall have the right, without prejudice to any other remedy available in law or under this contract, to set off any amount due to it from the Contractor, whether under this contract or any other contract/order with LIC/STC or its offices, against any sum payable by LIC/STC to the Contractor.

(ii) LIC/STC shall also have the right to withhold wholly or partially any payment due to the Contractor if, in the opinion of LIC/STC, the Contractor has failed to comply with its obligations under this contract or under any applicable law, including labour laws, till such time as the default is cured to the satisfaction of LIC/STC. No interest shall be payable by LIC/STC on such withheld amounts.

49. On completion of the Contract, the Contractor will submit an indemnity bond on Non Judicial Stamp Paper of requisite amount duly notarized regarding "No Dues" confirmation. (Point No. 22 of Instructions).

50. **STC** will ensure that all payments due for services rendered by the Contractor till the expiry of the earlier termination of the Agreement shall be paid to the Contractor within 60 days thereof after the submission of indemnity bond regarding "No Dues". The specimen of the Indemnity bond is as per **Annexure III**.

51. Nothing in this tender shall be deemed to create any Partnership, Joint Venture, Agency between **STC** and the Contractor or their representatives and employees and nothing herein shall deem to confer on any party, any authority to incur any obligation or any liability on behalf of the other party. The Contractor is an independent entity and not an employee, agent, associate or authorized representative of **STC**. The Contractor is not authorized to undertake any obligation or liability in the name of or on behalf of **STC** whatsoever.

52. Nothing in this tender shall by implication or expression be taken to mean or imply that any of the persons deployed/engaged by the Contractor for rendering the services, are employees of **STC** or engaged by **STC**. The Bidder/tenderer shall be deploying workers who shall be in his sole employment and he shall be solely and fully responsible for the acts, salaries, wages, remunerations or any other statutory liabilities or other payments of the workers. Under no circumstances shall **STC** be liable for any payment or claim or compensation including but not limited to compensation on account of injury, death, and termination. In case any liability falls on **STC** for any reason, the Contractor shall keep **STC** indemnified against the same. In order to give effect to this, the Contractor shall incorporate suitable clause in the appointment letters to be issued to its workers mentioning that the workers are employees of the Bidder/ tenderer.

52A. **Indemnity and Survival**

(i) The Contractor shall indemnify, defend and keep indemnified LIC of India, STC, Varanasi and their officers, employees and representatives (collectively, "the Indemnified Parties") from and against all claims, demands, actions, damages, losses, liabilities, costs and expenses (including reasonable legal fees) arising out of or in connection with:

a) any breach of this contract or of any representation, warranty, covenant or obligation of the Contractor;

b) any breach of applicable laws, rules or regulations (including but not limited to labour, tax, municipal, food safety, environment, fire and health & safety laws) by the Contractor or its workmen/agents;

c) any claim by any workman employed by the Contractor in relation to wages, benefits, statutory dues, termination or otherwise, including under the Employees' Compensation Act or any labour legislation;

d) any third party claim for injury, death or damage to property arising out of or in connection with the performance of services under this contract;

e) any incident of food poisoning or health hazard attributable to the Contractor's acts or omissions.

(ii) The obligations of indemnity under this clause shall survive the expiry or earlier termination of this contract.

53. The Bidder/ tenderer & the workers deployed by him at the **STC** Premises shall maintain confidentiality of any information in their possession during their working at **STC** & thereafter. In case any deviation found then necessary action will be taken as per the direction of Competent Authority.

54. The Contractor shall wholly and solely be liable for all disputes and liabilities in respect of the workers deployed by him at **STC** under this Contract for any purchases, any sample taken by the Govt. Authorities or otherwise for any dispute under the Laws of the land, in any Court of law.

55. The penalties towards lapses on the part of the Contractor or his workers on account of inadequate manpower, non-compliance of statutory requirements, non-performance and unsatisfactory services including quality of food, non-wearing of uniform, non-display of identity card, misuse of any place including **STC** Campus, entry of unauthorized person, non-receipt of calls from **STC** representative(s), pilferage/damage/loss to **STC** property in any manner etc. shall be imposed by the **STC** which shall be final and binding on the Contractor.

56. If at any stage, it is revealed that the documents/certificates/testimonials submitted by the Contractor are forged or have been manipulated, the work order issued to the Contractor shall be cancelled and Security amount deposited with **STC** shall be forfeited without any claim whatsoever on **STC** and the Contractor shall be liable for action as may be appropriate under the relevant laws.

57. The Contractor himself or his authorized representative must visit the premises at least once in a week to look after Catering and Housekeeping matters. Any deficiencies in the services should be rectified immediately when pointed out by such an authorized person.

58. **Escalation clause:**

Menu cost quoted by bidder as part of the charges for Catering Services and agreed under the contract will be firm/constant during the first year of the contract. If the contract extends for another year i.e. after expiry of the initial period of one year (i.e. one year from the date of commencement), for every subsequent year, the Menu cost for the contract will be arrived at based on the following formula: -

Menu cost for $2^{nd}/3^{rd}$ year of the contract= Menu cost for $1^{st}$ year of contract x (A1/A2) Where: -

A1 =Consumer Price Index (Food & Beverages) for the $3^{rd}$ month preceding the start of $2^{nd}/3^{rd}$ year.

A2= Consumer Price Index (Food & Beverages) for the $3^{rd}$ month preceding the commencement month of the contract.

Price decreases will be handled in the same manner as price increase adjustments.

59. Near relatives of the existing employees of LIC of India are prohibited from participation in this tender. **(Annexure-II).** The near relatives for this purpose will include: -

(a) Members of a Hindu Undivided Family

(b) Husband or wife and Father, Mother, Son(s), Son's wife (daughter-in-law), Daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband (brother-in-law).

**(The term "Relative" for this purpose would be as defined in section 2(77) of the Companies Act, 2013)**

60. **Sr. Divisional Manager, Divisional Office, VARANASI** reserves the right to accept or reject any or all the tenders without giving any notice or assigning any reason whatsoever. The decision of Sr. Divisional Manager, Divisional Office, **VARANASI** in this regard shall be final and binding on all.

# GENERAL INSTRUCTIONS

## (Applicable to both Catering and Housekeeping)

1. The rates quoted will be applicable for the entire period of the Contract. All rates are to be quoted **excluding GST,** which will be reimbursed to the Contractor from time to time on production of valid receipts.

2. The Contractor shall obtain at his own expense all licenses and permissions which may be required for conducting the Catering, Housekeeping and General Maintenance business and pay all the taxes, dues and penalties hereinafter that becomes payable to the Government, Municipality or any other local Authorities by reason of his conducting the business.

3. In all matters relating to or incidental to this Agreement, if any doubt/dispute/disagreement arises then the decision of the Principal, **STC**, **VARANASI** shall be final and binding on the Contractor. Any dispute arising out of this Contract including any clarification as to the intent or interpretation of any of the provisions of the terms and conditions of the Contract, the same shall be referred to/sought from the Principal, **STC**, **VARANASI** whose decision in the matters shall be final and binding on the Contractor. Any other matter relevant to but not covered in the Contract shall also be decided by making reference to the Principal, **STC**, **VARANASI** whose decision will be final and binding on the Contractor. If the dispute is not resolved through the reference made to the Principal, **STC**, **VARANASI**, a reference of the same shall be made to a Sole Arbitrator to be appointed by the Principal, **STC**, **VARANASI** for adjudication of the same in accordance with the provisions of Arbitration & Conciliation Act- 1996 and any statutory modifications there under from time to time. There shall be no objection if the Sole Arbitrator to be appointed is a Competent Officer of LIC of India at the discretion of the Principal, **STC**, **VARANASI**. The Contractor and the **Sales Training Centre** shall make every effort to resolve any dispute or disagreement amicably by direct informal negotiations. However, in case of any unresolved issues/disagreements/disputes in connection with the Contract, the same shall be settled through Arbitration or through the Court of Law within the jurisdiction of **VARANASI**. The resultant Contract shall be interpreted under Indian Laws.

4. The Contractor shall not exhibit any signboard, nameplate or advertisement within or outside the Premises of the said **Sales Training Centre**.

5. The workers deployed by the successful bidder/tenderer shall have no presumptive right of absorption in the services of LIC of India.

6. The Contractor shall be wholly responsible for payment of remuneration of workers deployed by him. LIC of India shall in no way be responsible for wages, salaries, bonus, gratuity or any compensation, notice pay etc. of the workers deployed by the successful bidder/tenderer for conducting business at the **Sales Training Centre**.

7. The **Sales Training Centre** will allow employees of the successful bidder/tenderer to stay in the Hostel Premises for early/late hour duties such as fetching milk, serving of bed tea/coffee etc. Their presence however should not cause any nuisance to the normal functioning of the **Sales Training Centre**.

8. Nothing herein contained shall purport or operate to declare, assign, limit or extinguish whether present or in future in favour of the Contractor any right, title interest whether vested or contingent in the Premises of the **Sales Training Centre** that vests with LIC of India and the Contractor hereby agrees that the **Sales Training Centre** Premises is the property of **LIC of India** and vests in the name of **LIC of India.**

9. The successful bidder/tenderer shall on the advice of Principal, **STC**, **VARANASI** is bound to dismiss/replace any person(s) from the work immediately who may in the opinion of the Principal, **STC**, **VARANASI** be

unsuitable or incompetent or who may misconduct himself and such person shall not be again employed or allowed in the work/campus without the permission of the Principal, **STC**, **VARANASI**.

10. The Contractor shall keep the **Sales Training Centre**, its Officers and employees safe and harmless and indemnified from and against all losses, suits, damages, cost charges, claims and demands whatsoever including claims under the Workmen's Compensation Act, 1923; the Officers or employees may become liable to pay for the reason or in consequence of any injury to any person or persons or to any property either belonging to the **Sales Training Centre**, LIC of India or any third party whether resulting directly through any accident or otherwise to life or property while performing the contractual job at the **Sales Training Centre** or when carrying out any repairs or other work pertaining to the **Sales Training Centre** Premises. Such damage, injury or loss to life or property shall be made good and/or as the case may be shall be paid immediately by the Contractor to the **Sales Training Centre**.

11. Upon breach by the Contractor of any of the terms and conditions governing the Scope of the Tender and/or upon the Contractor failing to comply with the directions/orders issued/ passed by the local Municipality/Corporation, the Government of Uttar Pradesh or failing to comply with the requisitions issued by the **Sales Training Centre** and/or if in the opinion of the **Sales Training Centre**, the Contractor is not performing the Catering, House-keeping & General Maintenance activities in a satisfactory manner and/or if the Contractor is adjudicated insolvent and/or fails to make any arrangement with his creditors and/or if any attachment or execution is levied on any of the property of the Contractor, the Scope of the Tender shall be liable to be terminated.

12. The Contractor shall indemnify the **Sales Training Centre** against all claims which may be made under the Workmen's Compensation Act/Rules there under or under any law or rules of compensation payable in consequence of any accident/injury sustained by any person in his employment during the period of the Catering, House-keeping & General Maintenance Agreement. The Contractor shall also indemnify the **Sales Training Centre** for any loss or damage caused to its premises, properties and belongings either willfully or otherwise or for erosion of reputation suffered by the **Sales Training Centre** on account of negligence, wrongful or questionable conduct of the Contractor or his workers, whether indulged intentionally or otherwise.

13. The successful bidder/tenderer shall comply with the requisitions issued by the **Sales Training Centre** or any Competent Authority pertaining to any matters in connection with the Catering, house- keeping & General Maintenance services being rendered by the Contractor.

14. The Contractor or his workers shall not indulge in any act which may hamper the peace or serenity of the campus of the **Sales Training Centre** or likely to be detrimental to the interests of LIC of India. The Contractor shall be solely responsible for any direct or indirect misconduct on the part of the workers appointed by the Contractor for the purpose of assisting him in all aspects relevant to this Contract.

15. The Contractor or his workers shall not use the premises, properties, fixtures, fittings, etc. of the **Sales Training Centre** for any purpose other than those expressly provided in the Contract. It shall be open to any official of LIC of India authorized by the Principal, **STC**, **VARANASI** in this behalf to inspect the Hostel or any portion thereof.

16. The Contractor is not entitled to assign or transfer howsoever the benefit or burden of the Contract to any other person or firm.

17. Nothing herein contained shall be construed to create any tenancy in the Contractor's favour, of any of the premises of the **Sales Training Centre**, properties or belongings and the **Sales Training Centre** may of its own motion, upon the termination of the Contract, re-enter and retake and resume and retain absolute possession of the **Sales Training Centre**'s belongings, both movable and immovable.

18. Any failure or omission on the part of the **Sales Training Centre** at any time to exercise any of its rights under the terms of the Contract, shall never be construed as "waiver" and shall in no way impair or affect the validity of the terms and the rights of the **Sales Training Centre** to enforce its right at any time subsequently, with retrospective effect wherever found necessary.

19. The Contractor shall arrange and pay for policy under the **Public Liability Insurance Act, 1991** and insure and keep insured all materials which are or have been declared to be hazardous under the notifications issued or that may be issued from time to time under the above said Act or any Rule framed there under and which are used by the Contractor during the course of both the services.

20. The Contractor shall obtain adequate Workmen Compensation Insurance Policy in respect of his staff engaged for the service, towards meeting the Liability of Compensation arising out of death, injury and or disablement at work etc. and shall regularly and pay each and every premium, on time, as and when the same shall fall due during the currency of the Contract.

21. Medical check-up of all the workers deployed for preparing of food, serving the food and washing the utensils will be got done by the Contractor on half yearly intervals or as and when may be advised by the **Sales Training Centre**, at his cost and the medical fitness certificate(s) shall be submitted to the **Sales Training Centre**. No worker shall be deployed in the **Sales Training Centre** without proper medical check-up.

22. GST and Input Tax Credit (ITC)

(i) The Contractor shall have a valid GST registration in the State of Uttar Pradesh and shall issue tax invoices strictly in accordance with the provisions of the Goods and Services Tax laws in force, clearly mentioning GSTIN of the Contractor and of LIC/STC, place of supply, HSN/SAC code, rate and amount of tax.

(ii) The Contractor shall ensure that all invoices raised on LIC/STC are timely reported/uploaded in its GST returns so that the corresponding Input Tax Credit (ITC) is duly reflected in the electronic credit ledger / GSTR 2B of LIC/STC.

(iii) In the event that ITC claimed or intended to be claimed by LIC/STC is denied, disallowed, reversed or otherwise lost on account of any act or omission or default of the Contractor (including but not limited to non payment of tax, non filing or incorrect filing of returns, mis reporting of invoices), LIC/STC shall be entitled to recover the amount of such ITC along with any interest and penalty imposed thereon from the Contractor's current or future bills and/or from the Security Deposit.

**ANNEXURE- I**

## COMPLIANCE REPORT

To

The Principal,
L.I.C. of India,
Sales Training Centre, Pandeypur,
VARANASI – 221002

Dear Sir/Madam,

**Sub: Tender for Providing Catering, Housekeeping & General Maintenance Services on Contractual basis at STC, VARANASI**

I/We certify that I/We have read the terms and conditions of the tender. I/We undertake that it is my/our responsibility to ensure that being the employer in relation to persons engaged/deployed by me/us to provide the services/activities under this tender as well as to make the payment of monthly wages/salaries, which in any case shall not be less than the minimum wages prescribed under the Minimum Wages Act, 1948 as notified/revised by Chief Labour Commissioner I, Ministry of Labour & Employment, Government of India or as fixed by Labour Department, Uttar Pradesh 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 STC, VARANASI, if applicable.

Certified that I/We have read 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).

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

Place: …… Signature of Tenderer with seal: ----------

Name of the Tenderer: _____

Date: …… Address: _____

## Participation of near relatives of employees in the tender

I/We/Our Organization, ..... including our Partners/ Shareholders/ Principals hereby certify that none of my/our relative(s) is/are employed in Sales Training Centre/ Life Insurance Corporation of India. In case at any stage, if it is found that the information given by me/us is false/incorrect, Sales 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.

Place: …….

Date: .....

Signature of Tenderer with seal

**ANNEXURE-III**

## 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 VARANASI by/on behalf of …… ……. (Name and address of the Catering, Housekeeping & General Maintenance Services Provider) (herein referred to as the Service Provider/Contractor) favouring SALES Training Centre, LIC OF India, VARANASI (Herein referred to as STC) having their office at Pandeypur, VARANASI witness as follows:

1. The Contractor had been working for STC, at VARANASI for Providing Catering, Housekeeping & General Maintenance Services.

2. The Contractor had made a Security deposit of Rs_____only for providing Catering, Housekeeping & General Maintenance Services.

3. 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 STC/ Contractor w. e. f._____

4. 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

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

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

7. 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 STC or in the event of any damage, breakage or any other injury to the property of STC caused by the Contractor or his workers, the Contractor shall, on being required by STC pay and make good all those dues or damages forthwith.

8. In the event of delay or failure to pay or make good any amount in the above connection which the Principal, STC, VARANASI 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, STC, VARANASI against all claims, demands, expenses, losses, proceedings and all liabilities of whatsoever nature.

9. 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.

10.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:

1. Signature :

   Name :…….

   Address : …….

   : …….

2. Signature :…….

   Name :…….

   Address : …….

   :…….

Signature & Seal of the Contractor
(Indemnifier)

**ANNEXURE –IV**

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

(To be notarized on Rs. 100/- Non Judicial Stamp Paper)

Date:_____

I/We hereby depose that neither me nor our Organization _____ _____including our Partners / Shareholders / Principals were ever blacklisted / prosecuted / Penalized by any Organization/Departments/ Government Authorities/Statutory body(ies) in any State or by any Courts of Law.

Witness:

…….

…….

…….

…….

(Tenderer) Deponent

***Verification:***

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

(Tenderer) Deponent

## SCOPE OF SERVICE

## CATERING SERVICES AT STC, VARANASI

The Contractor shall provide Catering services to the Trainees/Officers/Faculty/Guest Faculty/Staff/Guest and other visitors of STC as detailed below:

| **MEALS** | | | | | | |
|---|---|---|---|---|---|---|
| **S. N.** | **NATURE OF MEAL** | **SPECIFIED PERSONS** | **FREQUENCY** | **CONTENTS** | **GENERAL TIMING *** | **VENUE** |
| 1 | Breakfast | Trainees / STC Faculty/ Guest Faculty Staying at STC / STC Staff & Guests | Daily as required | As per Menu specified in the tender and approved by STC | 08.00 a.m. to 09.30 a.m. | Dining Hall |
| 2 | Lunch | --DO-- | --DO-- | --DO-- | 01.15 p.m. to 02.30 p.m. or as directed | --DO-- |
| 3 | Dinner | --DO-- | --DO-- | --DO-- | 08.00 p.m. to 10.00 p.m. | --DO-- |
| **REFRESHMENTS** | | | | | | |
| 1 | Bed Tea/ Coffee with Biscuits | Trainees / Guest Faculty Staying at STC | Daily at 6.00 AM or as required | Daily Tea/Coffee in cup | Served in each room at morning | In Hostel Room |
| 2 | Pre-Lunch Tea/Coffee | --DO-- | Daily as required | Tea/Coffee with Biscuits (one sweet and one salty) | 11.15 a.m. to 11.45 a.m. or as directed | Dining Hall |
| 3 | Post-Lunch Tea/Coffee | --DO-- | Daily as required | Tea/Coffee with Biscuits (one sweet and one salty) | 03.15 p.m. to 03.45 p.m. or as directed | --DO-- |
| 4 | Evening Tea/Coffee | --DO-- | Daily as required | Tea/Coffee with snacks as directed by STC | 05.30 p.m. to 6.15 p.m. or as directed | --DO-- |

In addition to above, Tea/Coffee/Biscuits will also be required to be served for Visiting Guests during office hours and the Service Provider/Contractor shall provide such services as and when required beyond general service hours mentioned above to meet the specific requirements of STC.

*** These are indicative timings. These may change depending upon the schedule of the sessions.**

**SCOPE OF SERVICE** **ANNEXURE –VI**

## HOUSEKEEPING & GENERAL MAINTENANCE SERVICES AT STC, VARANASI

**Dusting, Sweeping, Mopping, Washing/Dry Cleaning etc.:**

| | | |
|---|---|---|
| 1 | Entire Hostel Block, Administration Block including Office, Principal's Chamber and Sectt., Vice Principal's Chamber, and all Cabins, Lecture Halls, Library, Corridors, Staircase (3), Recreation Room, Store Room etc. | Once a day or as and when required |
| 2 | Cleaning of all toilets in Administrative Block, Common toilets / WC's Washbasins | Thrice a day or earlier if required |
| 3 | Main Reception Area | Ongoing everyday 8.00 a.m. to 5.00 p.m. |
| 4 | Dusting of furniture, Clearance/Waste papers from Office, Cabins and rooms etc. | Once a day |
| 5 | Hostel Rooms (including toilets/washroom), Guest Rooms, Sports Room, | Once a day and on change of occupancy. |
| 6 | Dining Hall | Thrice a day i.e. Before and after each meal |
| 7 | Kitchen | Daily at regular intervals |
| 8 | All open areas, Roads/Pavements, Path way, Common area and all other areas included in STC premises | Sweeping once a day |
| 9 | Disposal /clearance of Garbage along with tree leaves etc. and waste Paper from the garbage box and Dustbins | Once a day |
| 10 | Washing/change of Bath towels in Toilets of Administration block | Once a day |
| 11 | Scrubbing of bathroom tiles, room floors, lobbies, Corridors, staircases and balconies | Once a week |
| 12 | Dusting of furniture | Once a day |
| 13 | Disposal of Kitchen Garbage | Daily at regular intervals |
| 14 | Disposal of STC Garbage | On day to day basis through the Municipal corporation |
| 15 | Change of Bed Lines, Pillow covers, Blankets etc. (provided by STC) in each Hostel Rooms for washing/dry cleaning/ironing | Twice in a week or earlier, if required, and on change of occupancy |
| 16 | Change of Bath towels (provided by STC) in Hostel rooms for washing/ dry cleaning/ironing | On alternate days and/or on change of occupancy. |
| 17 | Change of towels (provided by STC) in Principal's Chamber/Vice Principal's Chamber/Faculty's Cabin/Administrative office for washing /dry cleaning/ ironing | Once in a week |

| | | |
|---|---|---|
| 18 | Washing/ dry cleaning/ Ironing of Bed Lines, Pillow Covers, Towels etc. (Evidence to be produced) | Immediately after change |
| 19 | Washing/Dry Cleaning/ironing of blankets (Evidence to be produced) | On Quarterly basis |
| 20 | Washing/dry cleaning/ironing of vertical blinds, curtain and sofa covers (Evidence to be produced) | On Yearly basis |
| 21 | Providing of Mosquito Repellent Machine in Administrative Blocks, Lecture Halls, Library, Dining Hall, Kitchen, Hostel Room, Office and all chamber and cabins | At the time of starting the contract and as and when required |
| 22 | Spray of Room Freshener in all Chambers in All Administrative Office, Lecture Halls, Recreation Room, Library and as per the instructions of STC | Twice a day on each working day |
| 23 | Spray of Hit/Baygon Spray etc. in all Chambers/Cabins in All Administrative Office, Lecture Halls, Recreation Room, Library, Hostel Rooms and as per the instructions of STC | As and when required |
| 24 | Cleaning of window glass, panes and wall Panelling | Once in a week |
| 25 | Day to day operation of Air Conditioners, electrical installations, water Pumps, street lights etc. | On an ongoing basis |
| 26 | Operation of audio visual equipment's etc. | As and when required |
| 27 | Cleaning of Telephone instruments, equipments of sports room, Window Glass, Panes, brass Statues/items and wall painting | Once in a week |
| 28 | Ensuring operation of sewage/water drainage/opening of clogged drains, Sewer lines etc. | To be checked ongoing basis and as and when required |
| 29 | Cleaning of Buckets/Mugs with Vim/detergent | Once in a week |
| 30 | General checking of all toilets fittings and sanitary accessories | Once a week |
| 31 | General checking of all furniture/locking arrangement and their | Once a week |
| 32 | Changing of worn out/damaged water Taps/pipes/valves etc. | As and when required |
| 33 | Removal of Cobwebs, Cleaning of fans, light and fittings, window frames, shutters, vertical blinds, doors, changing and fixing of curtains etc. | On monthly basis or as and when required |
| 34 | Providing 10 big dustbins with lid and replace them if required during the contract in the open area/lawn | At the time of beginning of contract |
| 35 | Providing Toilet Papers, Liquid Herbal Soap, Odonil Packets, Naphthalene Balls in each washroom of Office/Hostel Rooms | Every day and as per daily requirement |
| 36 | Providing of Drinking water in big size of water container for Class Rooms, with Minimum 35 glasses, Conference Hall, Lobby, Office , Faculty Rooms, Reception Counter and | Every day and as and when required |
| 37 | Providing One glass with lid per trainee in each hostel room and a Water cool of 2 Ltrs (Milton) with and Drinking water in each Hostel, Rooms | Every day and as and when required |

| | | |
|---|---|---|
| 38 | Provide /Replace doormats, & dustbins for each chamber and office, lecture halls, faculty rooms, Library, Canteen area and places wherever required | At the time of beginning of contract |
| 39 | First Aid Box | To be kept at Reception |
| 40 | Maintenance of Shoe Polish Machine | On daily basis |
| 41 | Shifting of furniture from one place to other in the STC Premises | As and when required |
| 42 | Proper upkeep and maintenance of waste dump drums | On regular basis |
| 43 | Cleaning of all water tanks (underground / Terrace) and Water coolers | On monthly basis |
| 44 | Replacement of Cell in Wall Clock / Mike | As and when required |

**NOTE:**

(i) Timing for carrying out work pertaining to the above noted services shall be as advised from time to time by the Principal, STC, VARANASI. In general cleaning work related to the Administration block should be completed before 09.00 a.m. and Housekeeping & Maintenance work of the Hostel rooms is to be started thereafter and to be finished before 5.00 p.m. on all days.

(ii) The workers deployed by the Contractor should wear proper uniform with Company's logo and photo-id card.

(iii) Housekeeping Contract to cover Housekeeping and Maintenance of all premises in the Sales Training Centre, Pandeypur, VARANASI and plumbing and carpentry repairs of the Sales Training Centre at STC, VARANASI.

## STANDARD OF SERVICE

1. 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 Central Government/U.P. Government /Local Municipal Authorities and other statutory requirements as relevant to running canteen and providing catering services in the Sales Training Centre, VARANASI. In case any penalty is imposed by the Central Government /U.P. Government /Local Municipal Authorities, then it shall be the responsibility of the Contractor to bear the same and any fine/penalty/legal expenses incurred by the Sales Training Centre on this count shall be recovered from the Contractor's bill and/or Security Deposit.
2. The Contractor shall ensure that the Kitchen, Dining Hall and Washroom are well maintained and properly cleaned for absolute hygiene and shall not permit litter of garbage/refuse etc. anywhere including the washbasin, lavatories and open space.
3. **The Contractor shall be responsible for disposal of garbage, waste etc. to a proper dumping ground as prescribed/permitted by Local Municipal Authorities, at his own cost and resources.**
4. The food items and eatables served to the trainees, faculty members, staff & guests shall be of quality as specified in **Annexure-VIII** and shall be prepared and served at the desired temperature. The service provided to the trainees, faculty members, staff & guests shall be prompt, courteous and orderly. The workers deployed by the Contractor should be healthy, properly dressed in neat and clean uniform, well behaved and properly trained to carry out the services required by them.
5. The authorized representative of the Sales Training Centre shall have the authority to inspect such articles of food and provisions being provided by the Contractor and will have full powers to order discontinuance of use of certain food items/raw materials and provision which are not as per specifications mentioned in the Tender Document or are found to be of unsatisfactory standard or on the grounds of hygiene.
6. The Contractor shall maintain a register of complaints and suggestions in the dining area displayed prominently, where the trainees/guests/authorized officials of the Sales Training Centre can register their complaints/views. The Contractor shall put his own comments/observations on the entries made in the register regarding follow up action taken on complaints and produce the register to the designated officer of the Sales Training Centre on a regular basis for verification.
7. All catering services being provided in the dining hall shall be organized as per the timings given in the Annexure-V of Tender Document or as per modified timings advised by the designated officer of the Sales Training Centre.
8. In case of a trainee/faculty/guest faculty being on fast or being sick, the Contractor shall supply suitable food to them as per request, within the cost of the normal menu.
9. All left-over food should be properly and promptly disposed of and must not be served again in any manner or form.
10. Dining Table should have water jug, glasses for drinking water, napkins, salt and pepper shakers etc. properly arranged to seat six persons or more as per requirement.
11. Although there will be self-service by the trainees and the Faculty Members, the Contractor should have sufficient number of workers as specified in **Annexure IX** of the Tender Document, for serving the food.
12. The soap containers in the hand wash area and washroom should have sufficient liquid soap of branded quality and should have neat and clean towels for every meal.
13. Only fresh vegetables and fruits should be used.
14. Cleaning material should be of good quality.
15. If the standard of Services as mentioned above or elsewhere in the tender document are not maintained to the satisfaction of the Authorities of the Sales Training Centre, appropriate penalty, as mentioned in Penalty Clause under terms and conditions, deducted from the Contractor's bill and/or Security Deposit.

16. Food Safety, FSSAI Compliance and Food related Incidents

(i) The Contractor shall at all times comply with the provisions of the Food Safety and Standards Act, 2006, the rules and regulations made thereunder, and any directions of the Food Safety Authorities, and shall maintain all records and documentation required thereunder (including vendor details, stock registers, temperature logs, expiry tracking and cleaning/sanitization records) and make them available for inspection by LIC/STC or statutory authorities.

(ii) In the event of any suspected or actual incident of food poisoning or contamination affecting any trainee/guest/employee, the Contractor shall immediately: inform the designated official of STC, Varanasi; facilitate prompt medical attention and treatment; preserve appropriate food samples, raw materials and relevant records; and extend full cooperation to LIC/STC and statutory authorities in investigation.

(iii) If after investigation the incident is found to be attributable, in whole or in part, to the negligence or default of the Contractor or its workmen, the Contractor shall bear and reimburse to LIC/STC all medical expenses and compensation paid or payable to affected persons, in addition to any penalty or damages leviable under other provisions of this contract.

## QUALITY AND MENU OF MEALS AND REFRESHMENT ANNEXURE –VIII

1. The menu of all meals and refreshment to be offered everyday shall be prepared for a period of one month or for a fortnight and submitted to the designated officer of STC well in advance for approval. The menu thus approved shall be displayed in the dining hall for each meal. STC has the right to change/amend any items of the menu at any time, depending on the need.
2. All the food ingredients to be used for preparing the meals and the refreshment should be of standard quality and should correspond to the standards specified below:

| **Item Used** | **Quality** |
|---|---|
| **Cooking Oil** | Mustard Oil/ Ground Nut Oil / Sun Flower Oil /Saffola/Sundrop of Fortune/Patanjali/Sun Flower/ or any Agmark or FSSAI approved brand Ghee of standard brand (Agmark) |
| **Desi Ghee** | Amul/Anik/Patanjali/Mother dairy or any Agmark/FSSAI approved brand |
| **RICE** | Whole Grain Conventional Basmati (Lal Quila, Kohinoor, Dawat, India Gate) or FSSAI approved brand. |
| **FLOUR/MAIDA/SUJI** | Ashirvad/Annpurna/ Shaktibhog/Rasoi Ratan or any FSSAI approved brand |
| **PULSES & BESAN** | Tata/Patanjali/Rajdhani/ Shaktibhog/Rasoi Ratan or any FSSAI approved brand equivalent. |
| **DESSERT** | The sweet dishes are to be prepared in desi ghee or if the same is be purchased from market then the same should be purchased from shop approved by STC. Kheer Is to be prepared in milk |
| **TEA /TEA BAG** | Tajmahal / Tetly / Tata Premium/Wagh Bakri /Lipton/Brooke Bond |
| **COFFEE** | Nascafe/Bru |
| **DALIA** | Rajdhani/Shaktibhog/Tata/Patanjali or any FSSAI approved brand. |
| **CORN FLAKES** | Mohan Meakin, Kellogg's, Chocos or any FSSAI approved brand. |
| **PICKLES** | Mother's Recipe Kissan/Tops/Pachranga/Nillons or any FSSAI approved brand. |
| **MILK/MILK PRODUCTS** | Full Cream Amul/Mother Dairy or any brand approved by the government |
| **BREAD** | Britannia/Family / Modern |
| **BUTTER** | Amul or any brand approved by FSSAI |
| **BISCUITS** | Britannia/ Parle G/ Monaco/ Marie Gold/ Priyagold/ Sunfeast |
| **JAM (MIXED FRUIT)** | Kissan/Nilons/Tops |
| **SAUCE(TOMATO/CHILLI)** | Kissan/Maggi/Tops |
| **FRUITS** | Good quality seasonal fruits to be served for minimum weight of 150/200 grams. Apple, Guava, Orange, Mango, etc. to be served in full (i.e. 1 Piece) |
| **SPICES** | MDH, Ashoka, Catch, Munshipanna, Everest or Agmark approved Brand |
| **PAPAD** | Lijjat/Bikaji/Bikaner |
| **ICECREAM** | Mother Dairy/ Vadilal/ Amul/Madhu (not frozen dessert) |
| **VEGETABLES** | Should be fresh and not over ripe |

3. **The menu of various meals/refreshments shall be as under:**

| **SN** | **DESCRIPTION** | **MENU/ITEM DETAILS** | **FREQUENCY** |
|---|---|---|---|
| 1 | **Bed Tea** | Daily at 6.00 AM Tea/Coffee in cups in hostel rooms.<br>**Brand**:<br>Tea: Tajmahal / Tetly / Tata Premium/ tea bags<br>Coffee: Nescafe Classic/ Bru coffee.<br>Milk Fresh Dairy Milk<br>Sugar: Mawana/Dhampur/Trust or any other standard brand | Each day of stay as per the time specified by STC |

**SCHEDULE OF FOOD ITEMS:**

| SN | DESCRIPTION | MENU/ITEM DETAILS | FREQUENCY |
|---|---|---|---|
| 2 | **Breakfast** | (1) Toast/bread with butter & Jam<br>(2) Corn flakes/Dalia with milk<br>(3) Fresh seasonal fruits<br>(4) Tea/coffee/milk<br>(5) One North Indian Item Consisting of Stuffed Paratha With Curd / Plain Paratha With Sabji / Pao Bhaji / Chole Bhature/ Puri With Sabji / Chole Kulche / Cheela or Such Other Item **OR**<br>(6) One South Indian Item Consisting of Idli / Vada / Dosa /Uttapam / Upma or Such Other Items With Coconut Chatni and Sambhar | As per need with 20 gms butter and 20 gms jam per person everyday of stay as per time specified by STC |
| 3 | **Pre-Lunch Tea and Post Lunch Tea** | Tea (Tajmahal / Tetly / Tata Premium/Wagh Bakri tea bags) with two varieties of biscuits (one sweet and one salted) | Every day of stay of trainee/ on office days stay as per time specified by STC |
| 4 | **Lunch and Dinner** | (1) Vegetable soup (any one-Tomato/Sweet Corn/Hot & Sour)<br>(2) Salad (Onion, Tomato, Cucumber, Radish, Carrot, Beetroot, Lime, Green Chilli, Sprouts)<br>(3) Plain/Jeera Rice/Fried Rice/Rice Pulao (Use only good quality of Basmati Rice approved by FSSAI only)<br>(4) Tawa Roti/Missi Roti (Flour should be used which is approved by FSSAI such as Ashirvad/Patanjali/Fortune )<br>(5) Dal Fried/Tadka – only in Desi Ghee (Any one – Dal Arhar/ Dal Makhani/ Dal Masoor Sabut/Rajma/Chhole)<br>(6) Two vegetarian dishes (one dry and one with Curry) out of them one paneer item compulsory, Paneer item any one from Matar Paneer/Palak Paneer/Chilli Paneer/Paneer Butter Masala/Shahi Paneer/Kadhai Paneer) and one item will be a seasonal vegetable dish as per Menu prescribed by the Canteen committee.<br>(7) Plain Curd/Raita<br>(8) Papad, pickels, chatni<br>(9) One Sweet Dish weight minimum100gm.(any one – Gulab jamun / Ras Gulla/Gazar Halwa/Moong Dal Halwa/Rabdi-jalebi/Kheer/Ice- Cream) as per menu prescribed by canteen Committee | -do- |

| | | | |
|---|---|---|---|
| 5 | **HighTea** | Tea (Tajmahal / Tetly / Tata Premium/Wagh Bakri tea) with Veg. Pakodas such as (Onion / Capsicum / Palak / Gobhi) / Samosa/ Dal Wada/ Veg. Sandwitch/ Veg. Cutlet/ Veg Patties/ Noodles/ Spring Roll/Moong ki Dal or Besan ka Cheela). | -do- |

NOTE:

The list is illustrative and not exhaustive, however the Sales Training Centre may provide Standards of quality of raw material or food material from time to time.

1. The list above is only indicative and not exhaustive. It would be to the credit of the Contractor to add any number of items under their respective heads to make the list more versatile.
2. Adequate quantities to be served on buffet basis without any limit.
3. Fried Sounf, Candy Sugar, Toothpicks to be served at the end of breakfast, lunch and dinner.
4. Each serving should contain minimum of: Corn Flakes–50 gms, Milk–200 ml, Sweet–100 gms, Snacks–75 gms and all other food items/beverages will be on an "Unlimited" and buffet basis as per the requirement of the participants/ guests. No proportioning is allowed.
5. Chutney for breakfast will be with coconut/coriander/ginger/tomato/groundnut.
6. The pots for side curries shall be of at least 150 ml size.

## 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 and Housekeeping/Maintenance services including Gardening 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 and 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 Housekeeping Services and not for supply or engagement of contract Labour and / or materials.

Manager/ Supervisor provided by the contractor will supervise catering Services along with the housekeeping and general maintenance services both. He will be single point of contact between the contractor and the STC.

In respect of **Catering Services**, the Contractor shall provide adequate number of competent and well- trained workers as per below mentioned details (up to 05 numbers, including cooks, waiters etc.,) as for cooking, cleaning, serving etc. to provide uninterrupted service at all times.

In respect of **Housekeeping & General Maintenance Services, including Gardening services** the Contractor shall deploy adequate number of competent and well-trained workers (up to 07 numbers) for rendering satisfactory services, as per details below:

| **For House Keeping and general maintenance** | | | **For Canteen** | | |
|---|---|---|---|---|---|
| **S.N.** | **Description** | **Nos required** | **S.N.** | **Description** | **Nos required** |
| 1 | Manager / Supervisor | 01 | | Manager/Supervisor | common |
| 2 | Hostel Receptionist/ Room Boys/ Gardener | 05 | 1. | Cook | 2 |
| 5 | Sweepers | 01 | 2. | Waiter for serving, cleaning and other work related to canteen | 3 |
| 6 | Electrician | Need based | | | |
| 7 | Plumber | Need based | | | |
| 8 | Carpenter | Need Based | | | |
| | TOTAL STRENGTH | 07 | | TOTAL STRENGTH | 05 |

The Contractor/service Provider will be required to pay wages as per following categorization:

| | |
|---|---|
| 1. MANAGER/SUPERVISOR | SEMI SKILLED – 01 |
| 2. RECEPTIONISTS / COOKS/Others | UN-SKILLED – 11 |

01. 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 staff deployed for housekeeping and other maintenance services will be allowed to work in kitchen or canteen either for serving food, cleaning utensils or any other work.

02. 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.

03. 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.

04. The Supervisor shall oversee all the affairs of Housekeeping and catering at all times and especially during meal times. This person should have full authority and resources for efficient running of catering service.

05. 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.

06. On receipt of Work Order, the Contractor will supply a list of deployed employees with their bio-data duly certified along with photograph, ID and Address Proof of all the workers to be deployed under this Contract at the Sales Training Centre. In case of replacement of workers/Supervisor, the contractor will immediately provide the certified Bio data along with photograph, ID and address proof to the Sales Training Centre.

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

# Uniform for the Supervisors and Workers

The Contractor shall arrange to provide winter and summer uniforms along with shoes to the Supervisors and other workers within 15 days of award of work. The design/color/quality/fabric of the uniform and the brand of shoes to be provided will be approved by the Sales Training Centre, VARANASI.

The cost of the uniform and shoes for the Supervisors and other workers shall be borne by the Contractor. The Contractor has to ensure that the uniforms are maintained properly and always kept neat and clean by the workers deployed by him.

The Contractor shall be responsible for providing new uniform and shoes if the same are damaged by his workers before its replacement is due. The cost of such replacement shall also be borne by the Contractor. The Contractor shall be responsible for washing/ironing/maintenance/pre- mature replacement of the uniform and expenses thereof shall be borne by the Contractor. **Accordingly, provision thereof may be kept while quoting the rates in the Financial Bid.**

# PAYMENTS TO CONTRACTOR

## PAYMENT FOR HOUSEKEEPING AND GENERAL MAINTENANCE SERVICES

Payment for Housekeeping and General Maintenance Services including Gardening services will consist of the following components:

1. Payment for actual manpower deployed*
2. Laundry/Washing/ironing charges
3. Cost of Cleaning Material
4. Welcome Kit

*Payment for actual manpower deployed by the Contractor (subject to maximum 07 numbers) on production of documents mentioned in Annexure XIII will be made on monthly basis as per the actual days of work.

## PAYMENT FOR CATERING SERVICES

Payment for catering services will consist of the following three components:

1.Menu Charges

2.Payment for actual manpower deployed

a. Payment of Menu Charges will be made on **basis of actual number of trainee** days on monthly basis, as per quoted / applicable item wise rates per trainee per day.
b. Payment for actual manpower deployed (subject to maximum 05 numbers) will be made on monthly basis, on production of documents mentioned in Annexure XIII as per the actual days of work.

**NOTE:**

01. Payment for actual manpower deployed in case of both Catering and Housekeeping Services, will be made on the basis of **applicable** Minimum Wages, PF & ESI for categories of manpower **actually** deployed, on production of documents mentioned in Annexure XIII, subject to maximum manpower as stipulated above.

02. All statutory deductions, such as TDS, surcharges, cess etc., as applicable from time to time, as well as penalty, if any, will be deducted from total bill amount.

## BILLING PROCESS AND DOCUMENTS

| S.NO. | REQUIREMENT | TIME LINE | INFORMATION REQUIRED | SUPPORTING DOCUMENTS |
|---|---|---|---|---|
| 1. | Bill for Catering | To be raised monthly | Following information is required in the bill<br>a) Bill No/date clearly written<br>b) GST Regn. Number<br>c) PAN No.<br>d) Training Batch(s) Session number, start date and end date<br>e) No of Trainees/Guests<br>f) Billing Rate<br>g) GST charged<br>h) Any other information prescribed by STC. | a) Details of Number of daily refreshment/meals served to the Guest Faculty/Guests.<br>b) Photocopy of the check-in and checkout register of the trainees maintained at reception.<br>c) Any other document as required by STC. |
| 2. | Bill for Housekeeping Services - Manpower and other charges, | Monthly | a. Bill number and date<br>b. GST No.<br>c. PAN No<br>d. Amount paid to workers<br>e. Cost of the services provided<br>f. Details of any other charges<br>g. GST charged<br>h. Any other information as required by STC. | a. Photocopy of the Muster Roll (attendance register) of the month duly endorsed by the Contractor/Works Manager.<br>b. Salary receipt sheet / proof of salary credited in bank, for that month on the format prescribed under the relevant statutes.<br>c. Photocopy of challans of previous month in respect of EPF and ESI duly deposited with the appropriate authority (Employers and Employees contribution) along with list of the Supervisor and Workers bearing PF/ESI number, their individual amount of EPF/ESI deposited (Employers and Employees share). **The challans should not include the EPF/ESI contribution of the other firms of the contractor**.<br>d. Supporting documents in respect of other charges |

**Equipment and Facilities for Catering and Housekeeping Services (To be provided by LICI)**

| SN | FACILITY | QUANTITY |
|---|---|---|
| 1. | Water | As per requirement |
| 2. | Electricity | As per requirement |
| 3. | Furniture and other Electrical equipment fitted in STC Premises Material | As available |
| 4. | LED / LCD TV/ Smartboards | As available |
| 5. | Ceiling / Wall mounted Fan fitted in STC Premises | As available |
| 6. | Solar water heater | As available |
| 7. | Electrical and other furniture fixtures | As available |
| 8. | Furniture, | As available |
| 9. | Mattresses | As available |
| 10. | Bed | As available |
| 11. | Bed sheets, | As available |
| 12. | Blankets | As available |
| 13. | Pillows | As available |
| 14. | Towels | As available |
| 15. | Curtains/Blinds | As available |
| 16. | AC fitted in the STC Campus | As available |
| 17. | Wall Clocks | As available |
| 18. | R.O./Water Purifier | 05 |
| 19. | Mike with Speaker Systems fitted in Class Room | 03 |

Cost regarding replacement of Battery in Wall Clock and Mike will be borne by Bidder/Tenderer.

Cost of repairing of above mentioned catering and housekeeping equipments provided by STC VARANASI, if necessitated due to reckless or improper use by the Contractor or his workers, shall be borne by the Contractor.

NOTE: Sufficient Furniture for Hostel Rooms, Linens, Dining Tables, Chairs, Fans, Electrical fittings, ACs, Water Cooler, Chimney, Burners, R.O., Fire extinguisher, Exhaust Fans, Insect Killers, etc. as per requirement shall be supplied by the Sales Training Centre, VARANASI. Exact number of above items will be provided at the time of handing over.

**To be arranged by the Contractor:** All other things required for Serving and cooking like crockery, cutlery, cooking utensils, glassware and other necessary articles required and suitable for running the canteen shall be arranged by the Contractor at his own cost. The Contractor shall also provide all utensils and equipments for Buffet Style (Breakfast/Lunch/Dinner).

# भारतीय जीवन बीमा निगम

## विक्रय प्रशिक्षण केन्द्र, वाराणसी

### प्रति सूचना (फीड बैक) सह शोध प्रश्नावली

(प्रशिक्षण के समाप्ति के पश्चात प्रशिक्षुओं द्वारा भरा जायेगा)

1. प्राथमिकता के आधार पर सत्र कैसा लगा?

| असंतोषजनक | साधारण | उत्तम | अति उत्तम | सर्वोत्तम |
|---|---|---|---|---|
| ☐ | ☐ | ☐ | ☐ | ☐ |

2. सत्र में पढ़ाये गये विषयों पर आपकी राय क्या है?

| असंतोषजनक | साधारण | उत्तम | अति उत्तम | सर्वोत्तम |
|---|---|---|---|---|
| ☐ | ☐ | ☐ | ☐ | ☐ |

3. विक्रय प्रशिक्षण केन्द्र के कक्षा का रखरखाव कैसा लगा?

| असंतोषजनक | साधारण | उत्तम | अति उत्तम | सर्वोत्तम |
|---|---|---|---|---|
| ☐ | ☐ | ☐ | ☐ | ☐ |

4. विक्रय प्रशिक्षण केन्द्र के होस्टल का रख-रखाव कैसा लगा?

| असंतोषजनक | साधारण | उत्तम | अति उत्तम | सर्वोत्तम |
|---|---|---|---|---|
| ☐ | ☐ | ☐ | ☐ | ☐ |

5. विक्रय प्रशिक्षण केन्द्र का पुस्तकालय आपको कैसा लगा?

| असंतोषजनक | साधारण | उत्तम | अति उत्तम | सर्वोत्तम |
|---|---|---|---|---|
| ☐ | ☐ | ☐ | ☐ | ☐ |

6. विक्रय प्रशिक्षण केन्द्र का अनुशासन कैसा लगा?

| असंतोषजनक | साधारण | उत्तम | अति उत्तम | सर्वोत्तम |
|---|---|---|---|---|
| ☐ | ☐ | ☐ | ☐ | ☐ |

7. प्रशिक्षण के बाद आप में क्या परिवर्तन आया?

| असंतोषजनक | साधारण | उत्तम | अति उत्तम | सर्वोत्तम |
|---|---|---|---|---|
| ☐ | ☐ | ☐ | ☐ | ☐ |

8. प्रशिक्षण के बाद आपके कार्य प्रणाली में क्या सुधार हुआ?

| असंतोषजनक | साधारण | उत्तम | अति उत्तम | सर्वोत्तम |
|---|---|---|---|---|
| ☐ | ☐ | ☐ | ☐ | ☐ |

9. प्रशिक्षण की उपयोगिता कैसी लगी?

| असंतोषजनक | साधारण | उत्तम | अति उत्तम | सर्वोत्तम |
|---|---|---|---|---|
| ☐ | ☐ | ☐ | ☐ | ☐ |

10. प्रशिक्षण को और अधिक प्रभावी बनाने में आपका अमूल्य सुझाव क्या है?

_____

_____

_____

दिनांक.....

**प्रतिभागी का हस्ताक्षर**

अभिकर्ता का नाम ..... संकेत ..... शाखा .....

मोबाइल नं. .....ई.मेल .....

सत्र संख्या ..... सत्र अवधि .....से..... तक

# भारतीय जीवन बीमा निगम
## विक्रय प्रशिक्षण केन्द्र, वाराणसी

### प्रदत्त भोजन व सेवाओं की गुणवत्ता फीडबैक प्रश्नावली

दिनांक : सत्र संख्या : सत्र अवधि : से तक

सत्र का नाम

| क्र. सं. | कृपया सम्बन्धित बाक्स में सही () का निशान लगायें | असंतोषजनक | संतोषजनक | अच्छा | उत्तम | अतिउत्तम |
|---|---|---|---|---|---|---|
| 1. | भोजन का पूर्णतया मूल्यांकन क्या है? | | | | | |
| 2. | नास्ता, दोपहर भोजन व रात्रि भोजन का अलग-अलग मूल्यांकन क्या है? | | | | | |
| | अ - नास्ता | | | | | |
| | ब- दोपहर का भोजन<br>1. मुख्य भोजन<br>2. मिठाई | | | | | |
| | स -रात्रि भोजन<br>1. मुख्य भोजन<br>2. मिठाई | | | | | |
| 3. | प्रदत्त सेवाओं का क्या मूल्यांकन करेंगे? | | | | | |
| 4. | कैंटीन की स्वच्छता/स्वास्थ्य वर्धकता | | | | | |
| 5. | भोजन कैसा दिया गया? | बहुत गर्म | गर्म | ठंडा | | |
| 6. | क्या कोई खाद्य सामग्री निम्न स्तर की थी? | हाँ | नहीं | | | |
| 7. | यदि हाँ तो स्पष्ट पूर्ण विवरण दें | 1-<br>2-<br>3- | | | | |
| 8. | क्या भोजन की मात्रा पर्याप्त थी? | हाँ | नहीं | | | |
| 9. | उपरोक्त सूझाव के अतिरिक्त अन्य कोई सूझाव | | | | | |

वास्ते : **भारतीय जीवन बीमा निगम**
विक्रय प्रशिक्षण केन्द्र वाराणसी

प्रतिभागी का हस्ताक्षर .....
प्रतिभागी का नाम .....
शाखा.....
संकेत सं०.....

## SPECIAL CLAUSES APPLICABLE TO FORCE MAJEURE CONDITIONS

01. In the event of either party being rendered by force Majeure to perform and obligations required to be performed by them under the Contract, the relative obligation of the party affected by such Force majeure shall, upon notification to the other party, be suspended for the period during which the Force Majeure event lasts. The cost and loss sustained by either party shall be borne by the respective parties.
02. The term "Force Majeure" as employed herein shall include:
    a) Act of terrorism, riot, war, hostilities, and civil war.
    b) Natural calamities e.g. earthquakes, flood, fire, hurricanes, and typhoons etc.
    c) Pandemics/epidemics.
03. The affected party shall notify within 10 (ten) days of becoming aware of the occurrence of an event of Force Majeure, given reasons for the event of Force Majeure preventing the affected party from or delaying the affected party in performing its obligations under the Contract.
04. Both parties shall be obliged to comply with the rules, regulations, laws or instructions of Central and state Governments, applicable to such special circumstances.
05. If no classroom training is possible/feasible for any extended period of time, because of Government restrictions on travel and transport, such as those in vogue during the lockdown, declared in view of any pandemic such as Covid-19, or any other Force Majeure event, manpower may not be required to be deployed by the contractor in full strength for providing Catering & Housekeeping services. As such, the contractor may be required to deploy 50% to 70% of the staff indicated in **Annexure-IX**, in consultation with STC VARANASI. Actual Manpower deployed will be reflected in Billing and payments for Catering & Housekeeping services. In such circumstances, the charges payable as per amounts quoted by the contractor in Financial Bid, will also be reduced proportionately.
06. During the period of Force Majeure, these clauses shall take precedence over anything contained elsewhere in this tender document.

## CHECKLIST FOR DOCUMENTS TO BE PLACED IN TECHNICAL BID

| Sl. No. | Documents required | Enclosed at Page No. (of Technical bid submitted by bidders) |
|---|---|---|
| 1. | Certificate of Income Tax PAN Number | |
| 2. | Certificate of Registration with Registrar of Companies or Registrar of Firms or letter of Proprietorship. | |
| 3. | Certificate of Registration for GST, | |
| 4. | Certificate of Registration under Shops & Establishment Act, | |
| 5. | Certificate of Registration with the Office of the Regional Provident Fund Commissioner, | |
| 6. | Certificate of Registration with Employees' State Insurance Corporation, | |
| 7. | License under Food Safety & Standards ACT, 2006. | |
| 8. | Audited Financial Statements (P & L and Balance Sheet) for the last three Financial Years, | |
| 9. | Income Tax Assessment orders / I.T. Returns copies for the last three Financial Years. | |
| 10. | Performance Certificates from previous & present clients for last 3 years. | |
| 11. | List of works in hand indicating Name of clients, description of work, contract value, date of award, number of personnel and equipments deployed. Supporting documents from the organization to be enclosed. | |
| 12. | Earnest Money Deposit of Rs.80000/- (Rupees Eighty Thousand Only) by way of Banker's Demand Draft in favour of "Life Insurance Corporation of India" Payable at VARANASI. | |
| 13. | Banker's solvency certificates from Scheduled Commercial Bank obtained within last six months for minimum of Rs.12 Lac (Rupees Twelve Lakhs Only). | |
| 14. | Valid registration certificate/license with Labour Department under Contract. Labour (Regulation & Abolition) Act, 1970 as amended from time to time, till date. | |
| 15. | Integrity Pact | |

**Note: The Contractor is required to sign each and every page of Technical & Financial Bid of the Tender and submit in PDF file.**

**ANNEXURE- XVIII**

Affix P.P. size photo of Owner/ Authorized Representative of the bidder

## FORMAT OF TECHNICAL BID

1. Name of the Company/Individual/Firm/Organization: _____

   and Address (with telephone number): _____

2. Name of the Contact Person with Tel No.& e-mail ID: _____

   _____

3. Details of Registration with Labour Deptt. / MCH (Central/State): _____

   _____

4. Name of the Proprietor/Partners/ Principals_____

   together with technical Qualification _____

5. Past Experience in the field (years) _____

   (Please enclose testimonials on the above) _____

| **Period of Contract** | | **Name of the Firm/ Person/ Organization for whom 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)

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

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

(You can use additional sheets, if required)

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

| **Year** | **2023-2024** | **2024-2025** | **2025-2026** |
|---|---|---|---|
| **Turnover (Rs. In Lac)** | | | |

8. Whether an Income Tax Assessee? : _____

If yes, Permanent Account Number

and enclose a copy of latest Assessment order.

9. Contract Labour (R&A) Act License No : _____

10. Registration No. under Shops & : _____

Establishment Act (enclose photocopy)

11. GST Registration No : _____

EPF Registration No : _____

ESI Registration No : _____

(Enclose photocopies of each registration)

12. Enclose Experience certificate from : _____

Previous & present clients

13. No. of persons employed Permanent : _____

Temporary : _____

14. Names of references and their addresses : a) _____

With telephone numbers _____

b) _____

_____

Date: Signature of the Bidder/Tenderer with seal

Place: Name & Address

**Note: Documentary evidences to be enclosed. (Please see the checklist of documents to be enclosed with Technical Bids - ANNEXURE-XVII)**

# FORMAT OF FINANCIAL BID

**(A) House Keeping and General Maintenance Service excluding salary payment to employed official by the vendor**

| S. NO. | Item | Rate (in Rs.) |
|---|---|---|
| 1 | Laundry Charges per month | |
| 2 | Cleaning Material per month | |
| 3 | Welcome Kit per trainee | |
| 4 | Others. If Any. | |
| | Total (A) | |

**(B) Catering Services excluding salary payment to employed official by the vendor**

| S NO. | ITEM | RATE (IN RS.) Per Candidate |
|---|---|---|
| 1 | Bed Tea/ Coffee | |
| 2 | Breakfast | |
| 3 | Pre Lunch Tea/Coffee (With Biscuits) | |
| 4 | Lunch | |
| 5 | Post Lunch Tea/Coffee (With Biscuits) | |
| 6 | Evening Tea/Coffee with snacks | |
| 7 | Dinner | |
| 8 | Others. If Any. | |
| Total (B) | | |

* As per detailed specifications specified in the Tender Document.

**(C) Calculation of Workers' Wages per annum for 07 workers deployed (As per Annexure---------) (Excluding GST, EPF, ESI) (Minimum Wages are as applicable to High-Skilled/skilled/Semi-Skilled/unskilled industrial worker for VARANASI city payable.**

| S. No. | Particulars | Category | No. of Workers | Rate of Minimum wages per workers per month (Rs.) | Wages payable to housekeeping employees per month per employee (Rs.) |
|---|---|---|---|---|---|
| 1. | Resident Manager/ Supervisor | Semi-Skilled | 1 | | |
| 2. | Hostel Receptionist/Room Boys/ Gardener | Un-skilled | 4 | | |
| 4. | Office Boy | Un-skilled | 1 | | |
| 5. | Sweeper | Un-skilled | 1 | | |
| 6. | Electrician/Plumber/Carpenter (Need Based) | Semi-skilled | | | |

NO need to quote rate of minimum wages as the same is declared by the Govt. and is uniform for all the bidders.

| | | | | | |
|---|---|---|---|---|---|
| | Total (c) | | 07 | | |

**(D) Calculation of Workers' Wages per annum for 05 workers deployed (As per Annexure--------): (Excluding GST, EPF, ESI) (Minimum Wages are as applicable to High-Skilled/skilled/Semi-Skilled/unskilled industrial worker for VARANASI city payable.)**

| S. No. | Particulars | Category | No. of Workers | Rate of Minimum wages per workers per month (Rs.) | Wages payable to housekeeping employees per month per employee (Rs.) | Wages payable to Canteen employees per month per employees (Rs.) |
|---|---|---|---|---|---|---|
| 1. | Cook | Un-skilled | 2 | | | |
| 2. | Waiter for serving/ cleaning and other work related to canteen | Un-skilled | 3 | | | |
| | Total | | 5 | | | |

NO need to quote rate of minimum wages as the same is declared by the Govt. and is uniform for all the bidders.

**(Refer Annexure V, VIII and IX)**

**(B) Grand Total i.e. (Total A + Total B)** =

**Date:_____**

**Place:_____** **Signature & Seal of the Bidder**

# PRE CONTRACT INTEGRITY PACT

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____.. day of the month of …….2026, 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), having its corporate office at "Yogakshema" Jeevan Bima Marg Mumbai 400021 and its Sales Training Centre, at Pandeypur, VARANASI. (here-in after called the "BUYER" which expression shall mean and include, unless the context otherwise requires, his successors and in office assigns) of the First part.

And M /s……. represented by Shri …….……. (Hereinafter called the "BIDDER" 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 Catering and Housekeeping Services at LIC OF INDIA, SALES TRAINING CENTRE PANDEYPUR, VARANASI – 221002. and the BIDDER is willing to offer the services and

WHEREAS the BIDDER 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 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 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, organization 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 for 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 cartelization 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) /Bhartiya Nyaya Samhita/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 (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):

**1.** Shri Arun Chandra Verma,
IPS (Retd), Flat No C-1204, C Tower,
Amrapali, Platinum Complex,
Sector-119 NOIDA (Uttar Pradesh),
Email address: acverma1@gmail.com

2. Shri Jose T. Mathew, IFS (Retd),
House no 37/930, Ebrahim Pillai Lane,
Via Kakkanad, Thrikkakara - 682021
Distt : Ernakulam, Kerala
Email address: jtmat507@gmail.com

**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 **Manager (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 Chairperson, LICI 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 **Chairperson, 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 Chairperson, LIC, a substantiated suspicion of an offence under relevant IPC/ BNS/PC Act, and the Chairperson LICI 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**:
The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extent law in force relating to any civil or criminal proceedings.

If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members. Changes and supplements as well as termination notices need to be made in writing.

**10. Validity:**
**10.1** The validity of this Integrity Pact shall be from date of its signing and extend upto 12 months after the last payment under the contract. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
**10.2** Should one or several provisions of this Pact turn out to be invalid; the remainder of this pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.
**11.** The parties hereby sign this Integrity Pact at……. on……

| | |
|---|---|
| Signature | Signature |
| BUYER | BIDDER |
| Name of the Officer: …….. | Name: …….. |
| Designation: Manager (OS)/DM | |
| LIC of India | (Stamp and Seal of Bidder) |
| Divisional Office, VARANASI | |
| Witness: | |
| Witness-1 ……. | Witness 1……. |
| Admn.Officer, | |
| LIC of India, | |
| Sales Training Centre Pandeypur, VARANASI | |
| Witness-2: ……. | Witness 2…….. |
| Admn. Officer, | |
| LIC of India, | |
| Sales Training Centre Pandeypur, VARANASI | |

Note:

**Please note that Annexure –VIII is deemed to have been signed by the competent authority, LICI, STC VARANASI and witnessed by above officials of LICI, STC VARANASI.

**Recommended Medicines/contents for First Aid box**

| S.No. | Item | Quantity |
|---|---|---|
| 1 | Sterilized Cotton Roll | 200 gm |
| 2 | Sterilized Bandages(6 inch) | 6 pcs |
| 3 | Adhesive Plaster Role | 10 pcs |
| 4 | Dettol / Savlon (liquid) | 100 ml |
| 5 | Betadine Ointment | 2 tube |
| 6 | Silverex / Burnol | 2 tube |
| 7 | Bandaids (waterproof) | 20 pcs |
| 8 | Thermometer (digital) | 1 |
| 9 | Paracetamol (Crocin/Calpol) 500mg | 20 tabs |
| 10 | Disprin | 20 tabs |
| 11 | Stemitil – MD | 20 tabs |
| 12 | Volini / Moov / Relispray | 2 tube |
| 13 | Cyclopam/ Drotin | 20 tabs |
| 14 | Rantac / Omeprazol | 20 tabs |
| 15 | Digene/Gelusil – Syrup | 1 Bottle |
| 16 | Digene/Gelusil – Tablets | 20 Tablets |
| 17 | Reglan / Avomine | 20 tabs |
| 18 | Allegra 120 / Cetrizine | 20 tabs |
| 19 | Avil 50 | 20 tabs |
| 20 | Sinarest | 20 tabs |
| 21 | Scissors | 2 |
| 22 | Sorbitrate 5 mg | 20 tabs |
| 23 | Glucon D / Glucon C | 200 gm |
| 24 | Digene Fizz/Gas'O' fest/ ENO | 10 pcs |
| 25 | Adhesive Tape (½ inch) | 2 pcs |
| 26 | Maftal Spas | 20 tabs |
| 27 | Electral Powder | 5 Pkts. |

**This is the last page of tender document.**