

## **Part-4:OtherTerms & Conditions:**

### **I. Contractor Related Terms (Obligations & Performance)**

**1. Period of Contract**:- One Year(Tentative commencement date: 01.04.2026)

Upon successful completion of the initial one year term, this agreement **may be renewed** on the **Same Terms & Conditions** and Rates for a further period of **one (1) year at a time**, with a maximum of **two (2) such extensions**. Any extension is contingent upon **mutual consent** and a thorough **review and evaluation of the contractor's performance and services** by the Competent Authority, who must deem them satisfactory.

**2.** Immediately after award of the work, the Contractor shall apply for obtaining a certificate/ license from the Office of The Assistant Labour Commissioner (Central) ,Chennai to employ workers for providing Catering Services and submit the relevant certificate within one month from the date of award of the work. Extension of time period and waiver of this certificate, if required, will be at the sole discretion of the Competent Authority, depending upon the statutory requirements as per the laws applicable.

**3.** The Contractor shall comply with the instructions provided by ZO Chennai 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 ZO, and its decision as to the quality thereof shall be final and absolute.

4. The Contractor shall abide by the rules, guidelines, policies and procedures applicable to ZO 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.

5. The Contractor shall allow ZO, its Management, Auditors, Regulators and/or any person(s) authorized by Zonal Manager, the opportunity of inspecting, examining, auditing and/or taking copies of the records available with the Contractor.

6. Power of Investigation, Inspection, and Regulatory Oversight:

(The Insurance Laws(Amendment) Act,2015 formally replaced the 2014 Ordinance, and the recent Sabka Bima Sabki Raksha (Amendment) Act, 2025 has further strengthened IRDAI's oversight, especially concerning third-party contractors and data handling)

6.1 Production of Records [Ref: Section 33(3)]: In accordance with Section 33(3) of the Insurance Act, 1938 (as amended), it shall be the duty of the Contractor, including its Managers, Managing Directors, or other officers, to produce before the Investigating Officer appointed by the Authority (IRDAI) all such books of Accounts, Registers, databases and other relevant documents in its custody relating to the services outsourced by the LIC of India. The Contractor shall further provide any statement or information relating to these services as the Investigating Officer may require within the specified timelines.

6.2 Examination on Oath [Ref: Section 33(4)]: In terms of Section 33(4) of the said Act, the Investigating Officer is empowered to examine the Contractor's personnel, including any Manager, Managing Director, or officer, on oath in relation to the services provided to LIC of India. The Contractor agrees to ensure the availability of such personnel for testimony as and when summoned by the Authority.

7. Other Regulatory Oversight

7.1 Compliance with Data Protection and Privacy: All data handled by the Contractor under this agreement is subject to the Digital Personal Data Protection (DPDP) Act,2023. The Contractor shall implement robust security safeguards (including encryption and access controls) to prevent unauthorized access. In the event of an investigation under Section 33, the Contractor shall provide data in a format that remains compliant with DPDP standards while ensuring full transparency to the IRDAI.

7.2 IRDAI Outsourcing Regulations & Penalties: The Contractor shall abide by the IRDAI (Outsourcing of Activities by Indian Insurers) Regulations as updated for 2025/2026. Any failure to comply with the investigative directions of the IRDAI or the provisions of Section 33 shall be deemed a material breach of contract, making the

Contractor liable for penalties as prescribed under Section 102 of the Insurance Act, 1938, and may lead to the immediate suspension or termination of this tender agreement.

## **II. Employee Related Terms**

**8.** 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 ZO Chennai or engaged by ZO Chennai. The Contractor 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 ZO Chennai be liable for any payment or claim or compensation [including but not limited to compensation on account of injury, death, termination]. In case any liability falls on ZO Chennai for any reason, the Contractor shall keep ZO Chennai 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 Contractor.

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

**10.** ZO Chennai 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 Contract or, 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.

**11.** The Contractor shall at all times indemnify and keep indemnified ZO Chennai against any such claims/damages caused on account of injury/disability/death of any of its workers while providing the services to ZO Chennai which may be made under the Employees Compensation Act 1923 or any other Acts or any other Statutory modifications there of 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 Contractor 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 Contractor or not who provided or provides the service at premises of ZO Chennai.

**12.** The workers deployed by the Contractor shall have no presumptive right of absorption in the services of LIC of India.

13. 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 Contractor for conducting business at the Zonal Office.

14. The Contractor 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. 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. The Contractor shall also maintain the attendance register of workers deployed by him and shall be made available on demand.

15. The Contractor shall not 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.

16. The ZO Chennai reserves the right to ask the Contractor to remove any worker(s) immediately for their failure to give quality service and the Contractor shall be bound to replace the worker(s) concerned within a week from the date of such communication

### **III. Security Deposit & Financial Obligations**

17. The Service Provider / Contractor shall have to remit Security deposit for an amount **equal to 5% of the One Year contract value** from any reputed scheduled banks and execute a contract Agreement with LIC ZO Chennai as per the conditions of the Tender on non-judicial stamp paper of requisite value as applicable in the state of Tamilnadu within 10 (ten) days of the receipt of letter of intent from LIC, ZO Chennai. EMD paid, if any, at the time of bidding will be adjusted towards Security Deposit for the successful bidder and for others, the same shall be refunded within 30 days after the contract is awarded.

18. In the event of non-performance of obligation or failure to meet the terms and conditions mentioned in this contract, LIC shall be entitled to forfeit the Security Deposit without notice or right of demur to the Bidder. LIC reserves its right to forfeit the Security Deposit besides cancellation of the entire contract in the event of breach and/or non-observance of any of the guaranteed performance.

19. This security deposit will be refunded only on successful completion of the agreement period subject to:

- i. Satisfactory performance of the contract.
- ii. Deduction of any dues payable to the LIC of India on whatsoever account.

- iii. Any deduction due on account of contractors/Service providers' obligation under the contract and subject to such deductions as may be necessary for making of the LIC of India's claim against the service provider.
- iv. Deduction of any liability/damages incurred by the LIC of India, on behalf of the Service provider/ Contractor in the discharge of his/their obligations under this tender including the penalties /other charges of any nature levied by Central/State Government Labour/ any other Authorities/ Court of Law.
- v. No interest will be payable on this security deposit.
- vi. If the successful bidder 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.
- vii. To claim the Security Deposit refund upon contract completion / termination, the Contractor must submit a "No Dues" Indemnity Bond on Non-Judicial Stamp Paper, duly notarized, as per the specimen in Annexure-V.

#### **IV. Employer/Principal Employer Related Terms**

**20.** ZO Chennai shall have the right to deduct from the amount due to 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.

#### **V. Safety, Indemnity & Legal Liability**

**21.** The Contractor & the workers deployed by him at the ZO Chennai Premises shall maintain confidentiality of any information in their possession during their working at ZO Chennai & thereafter.

**22.** 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 ZO Chennai Campus, entry of unauthorized person, non-compliance to calls from ZO Chennai representative(s), pilferage/damage/loss to ZO Chennai property in any manner etc. shall be imposed by the ZO Chennai which shall be final and binding on the Contractor.

**23.** The Contractor must ensure compliance of the provisions of Food Safety and Standards Act 2006, Food Safety and Standard Rules 2011 (amended from time to time), 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 ZO Chennai. In case any fine/penalty is imposed by the Central/State/Local Authorities, then it shall be the responsibility of the Contractor and if any such fine/penalty is paid by the ZO Chennai on this count, then the same shall be recovered from the contractor or Security Deposit of the Contractor.

**24.** In the event of any incident of food poisoning, the contractor will be held solely responsible for all consequences thereof. 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 Corporation, on each occasion.

## **VI. General Operational Terms**

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

**26.** The Contractor shall provide Special Lunch if required for conference on mutually agreed terms.

**27.** In any unlikely event of any pandemic/similar situations declared by LIC of India/Government of Tamilnadu / Government of India, the canteen services will be suspended for the specified period (to be intimated in writing by ZO Chennai). The Catering services shall resume as and when the official permission is granted for the same (which shall be communicated by ZO Chennai).

**28.** The Contractor shall not exhibit any signboard, name plate or advertisement within or outside the Premises of the ZO Chennai.

**29.** Nothing in this tender shall be deemed to create any Partnership, Joint Venture, Agency between ZO Chennai 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 ZO Chennai. The Contractor is not authorized to undertake any obligation or liability in the name of or on behalf of ZO Chennai whatsoever.

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

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

## **VII. Regulatory, Disputes & Termination**

**32.** 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 Zonal Manager, ZO Chennai, 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 Zonal Manager, ZO Chennai, whose decision shall be final and binding on the Contractor. If the dispute is not resolved through the reference made to the Zonal Manager, ZO Chennai, a reference of the same shall be made to a Sole Arbitrator to be appointed by the Zonal Manager, ZO Chennai 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 Zonal Manager, ZO Chennai. The Contractor and ZO Chennai 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 Chennai. The Resultant Contract shall be interpreted under Indian Laws by direct informal negotiation.

**33.** 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 ZO Chennai shall be forfeited without any claim whatsoever on ZO Chennai and the Contractor shall be liable for action as may be appropriate under the relevant laws. Without prejudice to any of the rights or remedies under this Contract, if the Contractor dies, ZO Chennai shall have the option of terminating the Contract without compensation to the legal or other heirs of the

Contractor. Upon breach by the Contractor of any of the terms and conditions governing the Scope of the Tender or if the Contractor is adjudicated insolvent, the contract shall be liable to be terminated. In all matters relating to or incidental to this Agreement, if there arises any doubt or dispute or disagreement, the decision of the Zonal Manager, ZO Chennai shall be final and binding on the Contractor.

**34.** The Contractor shall be responsible for any nuisance caused directly / indirectly or damages loss or injury whatsoever that may be caused at any time to the property of the Corporation or to any person or persons including any third party while running the Staff Canteen from the Canteen premises and all such damages, injury or loss to life or property shall be made good and / or as the case may be shall be paid immediately by the Contractor to the satisfaction in all respects of the Corporation.

**35.** 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.

**36.** In case of any pilferage, theft of or breakage etc to the property/ assets of ZO Chennai, the Contractor shall be responsible for such losses. The ZO Chennai will be at liberty to deduct the amount of such loss from the Security Deposit of the Contractor after holding an enquiry. The decision of ZO Chennai 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.

**37.** Entertaining outside catering services utilizing our kitchen and infrastructure is strictly prohibited. The Contractor or his workers shall not use the premises, properties, fixtures, fittings, etc. of the ZO Chennai 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 Zonal Manager, ZO Chennai, in this behalf to inspect the Canteen or any portion thereof.

**38.** Any failure or omission on the part of the ZO Chennai 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 ZO Chennai to enforce its right at any time subsequently, with retrospective effect wherever found necessary.

**39.** 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 Tamilnadu, or any other Competent Authorities and/ or upon the Contractor failing to comply with the requisitions issued by the ZO Chennai and/ or if in the opinion of the ZO Chennai, the Contractor is not performing the Catering 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 contract shall liable to be terminated.