

LIFE INSURANCE CORPORATION OF INDIA  
DIVISIONAL OFFICE  
“JEEVAN PRAKASH”, BHELUPUR,  
VARANASI - 221001



TENDER DOCUMENTS

For Providing

Catering and Housekeeping Services on  
Contractual Basis  
At  
STC, VARANASI

TECHNICAL BID  
PART - I

Please check that number of Pages is 57 (Fifty Seven)

## Each Page of the Tender Document must be Signed & Stamped by the Tenderer before submission

### TENDER DOCUMENTS FOR PROVIDING CATERING AND HOUSEKEEPING SERVICES ON CONTRACTUAL BASIS AT SALES TRAINING CENTRE, LIFE INSURANCE CORPORATION OF INDIA, PLOTNO 5&6, PANDEYPUR AWAS YOJANA, VARANASI, UP , Pin Code-221002

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## NOTICE INVITING TENDER

Sales Training Centre, VARANASI is a Corporate Training Centre of the Life Insurance Corporation of India which has been established towards promoting professionalism and developing Human Resources through training to its Officers, Staff and Field Personnel. The Training Centre is located at "PLOT NO 5&6 , PANDEYPUR AWAS YOJANA , VARANASI UP 221002. The Training Centre has the required facilities towards residential and non-residential Training.

Sr. Divisional Manager, Divisional Office, LIC, VARANASI invites sealed Tenders for providing Catering, Housekeeping and General Maintenance Services at our Sales Training Centre, LIC of India, "PLOT NO 5&6 , PANDEYPUR AWAS YOJANA, VARANASI UP 221002 (hereinafter referred to as STC, which includes the Corporation, LIC or Life Insurance Corporation of India). The tenders are invited in the prescribed format under two bid system – Technical Bid (Part I) and Financial Bid (Part II) – from the Catering and Housekeeping Agencies possessing valid Registration & License under Labour Department, Central/UP Govt. and rules framed there under & other relevant statutes including the ESI Act 1948 and EPF Act 1952, for providing Catering & Housekeeping Services in the Sales Training Centre, VARANASI for a period of two years extendable up to three years under the same terms and conditions.

Tenderer/ Bidder should qualify the eligibility criteria as stated in the tender document, otherwise bid will be rejected.

The Tender Document can be obtained from **15.07.2024 to 26.07.2024** during Office hours, from OS Department, "Jeevan Prakash", BHELUPUR, VARANASI UP 221001. A non-refundable demand draft of Rs **590/- [Rupees Five Hundred Ninety only, Rs 500 + Rs. 90 (GST)]** drawn on any scheduled bank in favour of "Life Insurance Corporation of India", payable at VARANASI has to be deposited for purchasing the Tender Document.

The Tender Document can also be downloaded from the website [www.licindia.in/Tenders](http://www.licindia.in/Tenders). In case, the tender document is downloaded, the tender fee of Rs **590/- ( Rs 500 + Rs. 90 GST) (non-refundable)** should be paid through a separate demand draft drawn on any Nationalized Bank favoring "Life Insurance Corporation of India" payable at VARANASI which must be deposited on or before the Pre-bid Meeting. The Bidders who fail to deposit the tender fees will not be allowed to participate in the Pre-bid Meeting. A Bidder who does not attend the pre-bid conference will have to deposit the tender fee along with the Technical Bid (Part I), if not already deposited. The Tenders for which Tender Fee is not paid may not be entertained.

Each tender must be accompanied with an Earnest Money Deposit (EMD) in the form of Demand draft for **Rs 125000/- (Rs one lakh twenty five thousand only)** drawn on any scheduled bank in favour of "Life Insurance Corporation of India" payable at VARANASI. No other form of payment will be accepted for submission of EMD. The said demand draft towards EMD must be attached with the Technical Bid (Part I). At the back of the demand draft, the name of the tenderer should be clearly written with the caption "Providing Catering & Housekeeping Services on Contractual Basis at LIC, STC, VARANASI". Tenders submitted without EMD may not be evaluated.

The tender containing separate sealed envelopes (marked "Technical Bid Part-I" & "Financial Bid Part-II" respectively) should be submitted in a third sealed envelope marked on top "Tender for Providing Catering & Housekeeping Services on Contractual Basis at LIC, STC, VARANASI" with the name, address and telephone number of the Tenderer at the bottom of the cover on the left. The complete sealed tender addressed to the Manager (E&OS) should be dropped in the locked tender box available in the Office, OS Department LIC Of India, Divisional Office, VARANASI pin -221001 till 5:30 pm on 29.07.2024. LIC, VARANASI will not be responsible if the tenders are delivered elsewhere or are not delivered on time due to postal or any other delays. It is reiterated that tenders received after the stipulated date & time will not be accepted.

Tenders are not transferable under any circumstances.

All information with regard to any modification/amendment/extension of dates etc. in respect of this tender, till the tender process is completed, will be uploaded on the website [www.licindia.in/Tenders](http://www.licindia.in/Tenders).

Important information for tenderers:-

1	Issue of the Tender document	15.07.2024 to 26.07.2024
2	Tender document Fee (non-refundable)	Rs 590/- (Rs 500 + Rs. 90 GST) (Rs Five Hundred Ninety only) Through Demand Draft only
3	Date of Pre-bid Meeting*	19.07.2024 at 2.15 PM
4	Last Date & time of submission of tender	29.07.2024 at 5:30 PM
5	Date & Time of opening of Technical Bids	30.07.2024 at 3.30 PM
6	Date & Time of opening of Financial Bids	Will be intimated to the Technically qualified bidders at a later date.
7	Earnest Money Deposit (EMD)	Through Demand draft of Rs 125000/- (Rs one lakh twenty five thousand only)
8	Point of Contact	

\* - All Bidders who have deposited the required Tender fee, can attend to seek clarifications about the Tender, in order to rule out any gaps in interpretation of the Terms and Conditions, doubts etc. Any subsequent plea in this regard will not be entertained.

\*\* Tender may be submitted in office on all working days from 10.00 am to 5.30 pm. Working days are from Monday to Friday except holidays.

Sr Divisional Manager, Divisional Office, LIC, VARANASI reserves the right to reject, at any stage, any or all of the tenders in part or full without assigning any reason(s).

Sr Divisional Manager  
Divisional Office,  
VARANASI

## **ELIGIBILITY CRITERIA FOR TENDER**

The basic technical qualification criteria to be filled by the applicant are as appended below –

1. The applicant for the tender must be a registered entity [Public Limited/ Private Limited/ Partnership Firm/Sole Proprietor/Individual].
2. The Tenderer should have the experience of at least three financial years for providing Catering, Housekeeping and General Maintenance Services to Training Colleges/Institute of any Bank/Insurance Company/ Educational institutes like Schools, Colleges and Universities or any PSU/ Central/State Government/Autonomous Institute/Corporate Establishment etc. of repute. The tenderer should have experience in providing meals, viz. Tea/Coffee, Breakfast, Lunch and Dinner to 75 -100 participants or more per day including multi-cuisine vegetarian food and having Housekeeping experience for hostel accommodating around 60 – 70 participants.
3. The Tenderer should possess valid Provident Fund Registration Number under EPF Act 1952 with PF Department.
4. The Tenderer should possess valid ESI Registration Number under ESI Act 1948 with ESI Authorities .
5. The Tenderer should possess requisite permission/license to provide Catering, Housekeeping and General Maintenance Services from the concerned Department of Central/State/Municipal Authorities/any other Authority and comply with the provisions of Food Safety and Standards Act 2006 and Rules framed there under.
6. The Tenderer should have minimum annual turnover for each of the three financial years out of the last 5 years of Rs 15 lakhs for Catering works and Housekeeping works.
7. The Tenders (directly or indirectly) from any Contractor whose earlier services have been terminated/blacklisted by LIC STC/Divisional authorities earlier shall not be entertained.
8. The Tenders from Individuals /Firms / Organizations that have been blacklisted / prosecuted by any Department(s)/Statutory Bodies/ LIC of India/ Banks/ any other organisation listed above in point no 2 anywhere in India or by any Court of Law, shall not be entertained.
9. The applicant must produce -
  - (i) Relevant documentary evidence along with the Technical Bid (Part I).
  - (ii) Non disclosure of relevant information or furnishing incorrect information / documents will result in disqualification of the Technical Bid (Part I).
10. The applicant must not have been prosecuted or suffered any penalty of violation of any labour laws by any Labour Authority/Competent Court.

11. The applicant must have complied with all labour laws and obtained, before submission of tender, all licenses/approvals/permissions from all statutory authorities including Municipal/Labour/PF/Income Tax/GST/ESI departments, to carry on the business of Catering and Housekeeping work at VARANASI.
12. The applicant must furnish appropriate declarations in respect of the terms and conditions mentioned herein along with his Technical Bid (Part I).
13. The applicant should not be a sub-contractor to any other entity or person nor should have at any time sub-let the contract awarded to the applicant to any other person. The applicant should not have formed or be a part of any cartel at any time for processing any contract including the present tender.
14. **Conditional tenders will not be accepted.**

## Instructions to the Tenderer

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

1. The Training Centre presently is having the Hostel comprises of 32 rooms, corridors, 1 Reading & Recreation room with TV, Library, staircases, open balconies etc. The Principal's Room, 3 classrooms, Faculty Members 6 rooms, common toilets, Office, 1 Dining hall, Kitchen, Store room, corridors, etc. Total built up area is approx 3000 sq meter. However, before tendering, the tenderer should visit the site ( on the date of pre-bid meeting or any date but before tendering) where intended services are to be provided and satisfy himself / themselves as to the conditions prevalent at the site. No claim on this account will be entertained by STC under any circumstances subsequently.
2. Each Bidder shall submit only one tender.
3. All the information as required in the tender document shall be filled up in the relevant part and no column should be left unfilled. An incomplete tender or tender document submitted without the tender fee and Earnest Money Deposit (EMD) may not be considered.
4. **The Technical Bid (Part-I)** envelope should be sealed with wax and tape and consist of only the Technical Bid (Part-I) of tender document and this envelope must have all the essential documents including the necessary Demand Draft(s) on any Scheduled Bank in favour of "**Life Insurance Corporation of India**", payable at **VARANASI**. The list of the documents to be provided with the Technical Bid is mentioned in Annexure I (**Checklist for documents**). The Tenderer must provide all the documents as per Annexure I (**Checklist for documents**), failing which his tender may not be considered.
5. **The Financial Bid (Part-II)** envelope should be sealed with wax and tape and consist of only the Financial Bid (Part-II) of tender document showing interalia, the rate quoted for Package per trainee per day for Catering Services and per month of Housekeeping Services. The Package rate will include Bed Tea, Breakfast, Pre-Lunch Tea, Lunch, Post-Lunch tea, Evening Tea with Snacks and Dinner (as per Annexure IX of Menu of meals and refreshments and Annexure XI for quality of Food materials and all obligations under this tender). The Bidder must also give the bifurcation of the package rate quoted.
6. The tender containing separate sealed envelopes (for Technical Bid Part-I & Financial Bid Part-II) should be submitted in a third sealed envelope marked on top "Tender for Providing Catering and House Keeping Services on Contractual Basis at STC, VARANASI" with the name, address, e-mail id and telephone/mobile number of the tenderer at the bottom of the cover on the left side. The complete sealed tender addressed to The Manager (OS), LIC of India, Divisional Office, "Jeevan Prakash", B 12/120 GAURIGANJ BHELUPUR VARANASI UP 221001, should be dropped in the locked tender box available in OS Department, LIC Of India, Divisional Office, "Jeevan Prakash", B 12/120 GAURIGANJ BHELUPUR , VARANASI UP 221001 till 5.30PM up to 29.07.2024. LIC shall not be responsible if the tenders are delivered elsewhere or are not delivered on time or due to postal delays or any other delays.
7. Care should be taken to fill up the tender legibly and clearly.

8. Any overwriting / corrections / contradictions / tampering shall not be entertained.
9. 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 disqualification.
10. Tenderer signing the Tender must clearly specify whether he is signing as sole proprietor / partner / power of attorney or as Director/Secretary/Manager etc., as the case may be. In any case he should enclose the letter of authority for signing this tender document (other than sole proprietor).
11. Initially the contract will awarded for two years, which may be extended on the basis of satisfactory services to the satisfaction of STC, for the third year on the original terms and conditions.
12. LIC 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 of submission of tenders. LIC may for any reason, whether at its own initiative or as a consequence of Pre-Bid Meeting in response to a clarification requested by a prospective Tenderer, may modify the tender documents by amendment and information thereof will be uploaded on Corporation's website [www.licindia.in/Tenders](http://www.licindia.in/Tenders) and shall be deemed to be a part of the original tender. All relevant information with regard to the development/status in respect of this tender, till the entire process is completed, will be uploaded on the Corporation's website.
13. The Contractor shall not employ any person below the age of 18 years. The Contractor shall indemnify the LIC & its representative(s) from and against all claims and penalties which may be suffered by LIC, by any reason of any default on the part of the 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.
14. The Technical Bids (Part-I) shall be opened on 30.07.2024 at 3.30 PM in the OS Department, LIC of India, "Jeevan Prakash", B 12/120 , GAURIGANJ , VARANASI UP 221001 in the presence of the Tenderer or their authorised representative(s) who wish to be present. The Financial Bids (Part-II) of only those Tenderers, whose technical Bid gets qualified as above, will be opened at a later date and date & time will be informed to the tenderers. The Tender Opening Committee of LIC shall open the properly sealed tenders only. Unsealed or improperly sealed tenders are liable to be rejected. Conditional Bids may not be considered.
15. In case the last date of receipt/opening of tender is a holiday the same shall be extended to the following working day. The time and venue will remain the same.
16. The Tenders including financial bid shall be valid for a period of eight months (240 days) from the date of opening of tender. If the Tenderer withdraws/amends/derogates the tender in any respect during this period of validity of the offer, the EMD is liable to be forfeited. Incomplete, conditional tenders and fax/e-mail/telegraphic tenders are liable to be rejected. The bidders, whose technical bids have qualified on the basis of the documents and information furnished as per the criteria laid down in the Tender will be shortlisted for opening of financial bid.
17. In order to satisfy itself about the nature and quality of the services rendered by the Tenderer, STC may depute its Officer(s) or authorised representative(s) to visit the institute/establishments mentioned by the Bidder (as per Annexure III – Bidder's Profile).



Besides, LIC 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 LIC, so that necessary verification is completed within 5 days of being called for. In case the bidder fails to cooperate or where after verification it is revealed that bidder does not meet the criteria as laid down in the Tender document, the bid will be rejected, Financial Bids will not be processed further and **EMD will be forfeited**.

18. The Financial Bids (Part-II) of only those tenderers whose Technical bids (Part-I) are shortlisted by LIC will be opened, further processed and evaluated.
19. Divisional Office, VARANASI will award the contract to the successful evaluated bidder whose bid has been found lowest as a whole (L1) for both Catering & Housekeeping Services as per the terms and conditions incorporated in this tender document.
20. All the **Financial Bids (Part-II)** of Tenderers whose **Technical Bids (Part-I)** have been opened, will be sealed in one envelope by Tender Opening Committee and will be kept in safe custody, till the date of opening of the same.
21. Divisional Office, LIC, VARANASI will inform the L1 bidder, by letter sent through **Courier/Registered Post/E-mail**, along with a draft contract for the above services. This draft contract shall prescribe the Package and bifurcated rates for Catering Services as well as monthly rate for providing Housekeeping Services.
22. Security Deposit required for the above contract will be decided after awarding the Tender at the rate of 10% of the tender value. Hence, the selected Bidder (L1) will be required to deposit an additional amount as Security Deposit in the form of a demand draft drawn on any scheduled bank in favour of "Life Insurance Corporation of India", payable at VARANASI, and the EMD of Rs 125000 will be retained and adjusted towards Security Deposit.
23. Selected Bidder should submit the contract agreement with Principal STC, VARANASI, duly executed on a non judicial stamp paper of Rs 100/-, Notrized, as per the draft conditions already sent, within 15 days (maximum) of receipt of intimation as above. Failure to sign and submit the contract/submission of Security Deposit within 30 days of intimation as above may result in the forfeiture of EMD and cancellation of selection as L1 bidder and the contract will be retendered. However LIC at its discretion may cancel the tender and the decision will be final and binding.
24. The Security Deposit will be refunded to the contractor within 60 days of completion of the contract period (including the extended period of contract, if any) subject to:
  - (i) Satisfactory performance of the Contractual obligations.
  - (ii) Any deduction due on account of Contractor's obligation under the contract and subject to such deductions as may be necessary for meeting STC's claim against the Contractor.
  - (iii) Deduction of any liability/damages incurred by STC, on behalf of the Contractor in the discharge of his/her obligations under this contract.

(iv) This Security Deposit will not bear any interest of whatsoever kind.

25. The selected Contractor shall be required to start the services in accordance with the time schedule as specified in the work order issued by LIC, after finalization of the Contract. In case the services are not started on the stipulated date as indicated in the work order, LIC reserves the right to cancel the work order and forfeit the EMD and/or the Security Deposit.

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## TERMS & CONDITIONS

1. The Contractor shall provide Catering Services to Trainees/Officers/Faculty/Guest Faculty/Guests and other Visitors of STC as detailed in Annexure-VI (Scope of Services – Catering) of the Tender Document.
2. The Contractor shall provide Housekeeping, General maintenance and auxiliary Services to STC as detailed in Annexure-VII (Scope of Services – Housekeeping) of the Tender Document.
3. The Services rendered by the Contractor must be in conformity to the Standard of Service as detailed in Annexure VIII (Standard of Services) of the Tender Document.
4. The menu of meals and refreshment/Services shall be in conformity with the details mentioned in Annexure IX (Menu of Meals & Refreshments) of the Tender Document.
5. The Contractor shall ensure that the quality of food material used is in conformity to the brand and standards mentioned in Annexure XI (Quality of food material) of the Tender Document.
6. The Contractor/ Authorised person is required to be available at STC for at least 1 hour, generally between 12:30pm to 3:00pm, and on all important occasions as also when specifically asked to.
7. The Resident Manager has to be invariably present in the Canteen during meal times failing which clause 15 of the **Catering Services** under **Scope of Work**, Penalty will be charged up to 2% of the monthly catering bill for each lapse up to 2 such lapses. For 3 or more lapses, penalty may be charged up to 5% for each such lapse, of the monthly catering bill.
8. The Contractor shall ensure deployment of Resident Manager and Workers for Housekeeping & General maintenance services.
9. The Package and bifurcated rates quoted in the Financial Bid for catering services and Monthly charges for housekeeping services shall be binding on the Contractor as per the Tender Terms and Conditions. No increase other than what is provided in the Tender for any reason whatsoever shall be permissible.
10. The Contractor will be provided facilities etc. by STC as detailed in Annexure XIV (Facilities and equipments provided by LIC). All other utensils/equipments/crockery etc. for running the Canteen is to be arranged by the Contractor.
11. The authorized representative of STC will have authority to inspect any article 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 specification mentioned in the Tender or are found to be of unsatisfactory standard or on grounds of hygiene.

12. If the Standard of Services as mentioned above or elsewhere in the Tender document are not maintained to the satisfaction of STC authorities, appropriate penalty as per clause no 15 of **Catering Services** and clause no 17 of **Housekeeping and General Maintenance Services** under **Scope of Work** will be imposed and amount thereof will be deducted from the monthly bill and/or Security Deposit.
13. The Earnest Money will be forfeited if -
  - (i) The Tenderer withdraws his Bid before the signing of the contract or failure to carry out the contractual obligations.
  - (ii) The successful bidder fails to fulfill the conditions as mentioned in "Instructions to the Tenderers".
14. The refund of EMD to the unsuccessful Bidder(s) will be made within 30 days after the signing of the contract with the successful Bidder.
15. No interest shall be payable on EMD under any circumstances.
16. In the event of the Contractor not fulfilling the conditions of the Contract, LIC reserves the right to also forfeit the Security deposit placed with the LIC hereinabove mentioned, in part or in full. The decision of the LIC shall be final and binding on the Contractor in this matter.
17. The Contractor should possess a certificate/license from the office of The Assistant Labour Commissioner (Central) to employ workers at STC, for providing Catering & Housekeeping Services.
18. 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 Contractor shall take all possible steps to ensure and to maintain its performance as determined by STC, from time to time. If authorized officials of STC, notice that personnel of the Contractor has/have been negligent, careless in rendering the said services, the same shall be communicated to the Contractor who, apart from depositing the required penalties, will take corrective steps immediately to avoid recurrence of such incidents.
19. If any worker of the Contractor indulges in theft, negligence or any illegal/irregular activities, the Contractor shall take termination action against its erring worker and intimate to STC. In addition STC may take appropriate action in accordance with the law or as deemed fit.
20. The Contractor being the employer in relation to workers employed, to provide the services under the terms and conditions shall alone be responsible and liable to pay wages to such persons. The Contractor will ensure compliance of all the relevant Labour laws.
21. The Contractor shall issue a set of uniforms (minimum 2) and identity cards on its own name / firm / organisation to its employees deployed for rendering the said services, which at STC's option would be subject to verification at any time. STC, may refuse the entry into its premises to any worker of the Contractor for not wearing such identity card or not being in uniform as approved by STC.

22. STC/ Divisional Office, LIC, VARANASI, reserves the right to cancel or terminate this agreement by giving 3 months (in normal course or earlier if warranted) notice in writing without giving or assigning any reason(s) for doing so, and in the event of the Contractor wishing to terminate this agreement, the Contractor shall have to give at least 6 months notice to LIC, in writing and in either event, the Contractor shall hand over the peaceful and vacant possession of STC premises as provided in the tender. The Contractor 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 / recovered from Security Deposit.

23. Further –

- (i) The Contractor will be required to submit a “No Dues” indemnity bond on non judicial stamp paper, notarized, of requisite value duly notarized as per specimen enclosed in Annexure IV (No dues certificate) after completion/termination of contract to claim refund of Security Deposit amount.
- (ii) In the event of notice of earlier termination by either parties to the contract or 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 LIC, is able to make any alternative arrangement or LIC, has agreed in writing to allow the Contractor to discontinue earlier.
- (iii) STC will ensure that all payments due for services rendered by the Contractor till the expiry of the contract or 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 IV (No dues certificate).

24. The STC or its representative(s) shall be at liberty to check at any time, the deployment of workers by the Contractor.

25. In case of any pilferage, theft of or breakage etc to the property/assets of STC the Contractor will be responsible for such losses. The STC will be at liberty to deduct the amount of such loss from the monthly bill/Security deposit of the Contractor after holding an enquiry. In case of breach of discipline, misbehavior, misconduct by any of the workers, the Contractor has to ensure that the worker is immediately expelled from the premises of STC and can regain entry only with the explicit permission of STC. 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.

26. The Contractor shall comply with the instructions given by LIC 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 LIC, and its decision as to the quality thereof shall be final and binding.

27. The Contractor shall abide by the LIC rules, guidelines, policies and procedures 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.

28. The Contractor represents and undertakes that:

- (i) Contractor has full power and authority to enter into the agreement with LIC and perform the services and has the necessary expertise to duly perform the services under this agreement.
- (ii) The Contractor shall render the services and perform the obligations and duties as per tender accurately and efficiently and in accordance with the instructions, specifications, procedures, standards, guidelines, time frame, as mentioned in this agreement, or as are issued from time to time by STC for the performance of the services to the satisfaction of STC.
- (iii) The Contractor shall be responsible for its corporate and personal taxes, as applicable, and shall indemnify and hold STC/LIC harmless for any liability in this connection.
- (iv) The Contractor shall submit the due verification of all the workers engaged at STC by the local police authorities within 7 days. This will be done for all workers initially employed and any change thereafter. Information of any exit and entry of the workers in STC has to be given within 2 days of the same.
- (v) Shared accommodation for select workers of the Contractor, as mentioned by the Contractor at the time of execution of deed, will be specified by STC and usage of any other room or space by them in the Hostel / Admin Block is strictly prohibited.
- (vi) Visitors of the workers of the Contractor working in STC can be allowed only to be permitted by Warden or authorised representative of STC.
- (vii) Consumption of liquor / intoxicants / tobacco products within the STC premises is strictly prohibited.
- (viii) Visitors who come to pick up/drop/visit the Trainees will not be allowed by the Security beyond the Reception area.
- (ix) Any violation of clause (v), (vi), (vii) & (viii) above shall be viewed seriously and will invite strict action apart from any penalty as decided by STC.
- (x) The Room Boys of the Contractor will render all necessary assistance to the Trainees on arrival and help them to settle in their respective rooms and also on their departure.
- (xi) The Contractor is duty bound to report any untoward incident in the STC premises.

**Self - Attested Photocopies have to be submitted wherever applicable.**

29. 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 Deposit amount deposited with LIC shall be forfeited without any claim whatsoever on LIC and the Contractor shall be liable for action as appropriate under the relevant laws.
30. Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, LIC will not be liable to pay any compensation to the legal or other heirs of the Contractor.
31. LIC shall not accept any liability, explicit or implicit for, nor any financial or other consequence arising from, sickness, injury, damages or death of the workers of the Contractor, of the workers 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 the neglect or default of any of them.
32. The Contractor shall maintain proper records about the attendance of workers 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 the required worker strength is maintained. If due to any exigency, any worker is absent, the Contractor should take immediate steps to provide its substitute. In case an employee quits replacement has to be provided within one week, subject to the compliance of relevant Rules & Regulations/ Laws/ Statute.
33. The wages shall be as fixed or prescribed under the Minimum Wages Act 1948 for the category of workers employed by it from time to time by the Chief Labour Commissioner (Central), Government of India, Ministry of Labour & Employment, or by Uttar Pradesh Government as applicable and/or any authority constituted by or under any law.
34. The Contractor must ensure that the wages to the Workers are paid within the stipulated time period as provided under relevant Acts, Rules & Regulations in force. The Contractor will not link the payment of wages to the workers with settlement of his bills by the STC. The Contractor has to first pay the wages to the Workers and then put up his bill for payment.
35. The Contractor shall raise the invoice/bill and STC agrees to pay such invoices/bills latest within 15 working days of receipt of invoice/bill along with all the required statements/clarifications. Payment of bills, by the STC, will be made on monthly basis through NEFT only, provided that the Catering & Housekeeping Services were satisfactory during the month and subject to deduction on account of Penalties, taxes etc. as applicable. The monthly bill payment will be made subject to the following and as mentioned in Annexure XIII (Billing process & documents):
- (i) Muster Roll/Attendance sheet of the workers duly 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.
  - (ii) Wages 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.

- (iii) Deposit Challan of previous month showing the individual figure of deposit of contribution of Provident Fund and ESI of employees' and employers' share, with the appropriate authority. *The Employer's contribution of ESI and PF shall also be borne by the contractor, which he should consider while quoting the rates.*
  - (iv) Receipt and Statement of Bonus paid to the employees (To be submitted in the following Month after making payment)
  - (v) No reimbursement in lieu of PF, ESI, Bonus and Gratuity shall be made by STC, LIC, VARANASI. However, receipts are to be produced by Contractor to STC.
36. 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.
37. The Contractor will pay wages as per the Minimum Wages Act on or before the 7<sup>th</sup> of every month. It is mandatory that the wages and benefits payable to Resident Manager/Workers is credited directly to their bank account. The Contractor has to submit to STC every month the satisfactory evidence (as per Annexure XIII – Billing process & documents) of payment of the wages and benefits to the workers.
38. The Contractor will be required to submit the copies of deposited challans showing the individual figures of EPF and ESI money of workers deposited with appropriate authorities for the previous month along with the monthly bill (as per Annexure XIII – Billing process & documents). All statutory payments shall be made by the contractor to his workers for which no reimbursement shall be made by STC, to the Contractor.
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## SCOPE OF WORK

Scope of Work: The contract shall cover two aspects of the services for Life Insurance Corporation's (LIC of India) Sales Training Centre, VARANASI viz.

- I. **Catering Services**
- II. **House Keeping & General Maintenance services**

i. **CATERING SERVICES:**

1. During the period of the agreement the contractor shall be fully responsible for the entire catering arrangement for the trainees at STC and for such other persons as may be required by STC. The Contractor will be permitted to use the kitchen, the adjacent Store room and the dining hall in the hostel to carry out catering arrangements being entrusted to him. The Contractor will bear the cost of Material and provide Services as specified in Annexure-VI (Scope of services – Catering) of the Tender.
2. The minimum number of workers for kitchen and dining hall shall consist of the following.

Head cook	1
Assistant Cooks	1
Pot washers	1
Stewards	2

3. The contractor is entitled to use the infrastructural facilities, furniture, fixtures and fittings, belonging to STC, in the canteen premises and the contractor shall ensure that the above are always properly maintained.
4. All personnel employed by the contractor shall be medically fit for handling food & certified for fitness before employment at STC.
5. Payment in respect of Guest Faculty will be as per bifurcated rates on the basis of actual refreshment / meals taken. The Contractor has to maintain a record of the same.
6. The rates quoted in Financial Bid are Basic rates and GST as applicable to be mention separately
7. All statutory deductions such as TDS, TDS on GST surcharge, Education cess, Higher education cess etc. will be deducted from the total bill amount as applicable from time to time.
8. The contractor shall provide at his own expense crockery, cutlery, tablecloth, tissue papers, cloth napkins, cooking utensils, glassware, juicer/mixer, toasters, microwave, refrigerator/deep freezer and other articles necessary and required and suitable for running the canteen. Use of electric heaters for cooking purpose shall not be allowed. The crockery used should be of high quality. Cracked or broken ones should be replaced forthwith. He shall at all times keep and maintain all these articles in a clean, neat, hygienic and tidy order and condition, which will be inspected by authorised official (s) of STC. LIC shall not be responsible in any way for the loss and/ or damage caused whatsoever to any of the aforesaid articles.
9. The contractor shall also arrange at his own cost for regular supply of commercial gas cylinders and pay directly to the supplier for cooking gas purchased. The caterer must ensure prompt supply of gas without any break by placing order with the Gas Company sufficiently in advance.

10. The Contractor shall provide all utensils and equipments for Buffet Style (Breakfast/Lunch/Dinner). The contractor shall provide suitable equipment for keeping the food warm at the service counters and shall bear all costs towards that. Maintenance of gas stoves, gas pipes etc shall be the responsibility of the contractor. Cost of this repair, if any, will be borne by the contractor.
11. The water and electricity consumption charges will be borne by LIC. Provided that the Contractor shall ensure utmost economy in the consumption of water, electricity and abide by such restrictions as may be imposed or such instructions as may be issued by the appropriate Government/Civic authorities and LIC or any other person authorised by LIC.
12. A specified standard of catering shall be maintained 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 contractor shall pay for all food stuff and articles used for the catering and have always on hand, good and sufficient supply of all articles, food stuff and provisions necessary for the catering. The same shall be kept in a proper hygienic manner in suitable containers with lids including rice, dal & atta. Raw food stuffs such as vegetables, milk, fruits shall be of fresh supply.
13. The Contractor shall permit the concerned authorities, Canteen Committee members and/or authorized official(s) in this respect at all times to enter the Canteen Premises to make inspection of the following :-
  - Catering Arrangements,
  - Raw material being used
  - Quality as specified & Quantity of eatables and articles of food and drinks served,
  - Conditions of the fittings, fixtures and furniture,
  - Sanitary arrangements and general cleanliness
  - Upkeep of the Canteen premises
  - Canteen and Kitchen employee's hygiene.
  - Expiry date of perishable items
  - Bills / Invoice of edible items

The Contractor will be required to preserve the bills / invoice of all the edible items purchased for the last 3 months for verification.

14. Usually the training sessions are conducted throughout the year, but the number of trainees may vary from time to time and the STC does not guarantee any minimum number. There may be breaks between terms of each session. A situation could arise where no session is conducted during a particular period. Notwithstanding this, the contractor's catering and maintenance service shall be available throughout the year without any break. If there are no training sessions during a whole calendar week (Monday to Sunday), STC undertakes to guarantee a retention payment of Rs. 2,000/- (Rupees Two Thousand Only) per week.

15. The STC insists on the highest quality in preparation of food and also the associated services. The contractor should make himself available whenever he is called for a meeting. If the quality/quantity of food served or service rendered by the contractor is not satisfactory at any point of time, the Principal, STC or any one authorised by him/her or by STC is entitled to withhold the contractor's bills, demand compensation from the contractor, the quantum of which may be decided from time to time by the competent authority of STC, VARANASI, impose penalties, or take any other action deemed necessary including termination of the contract with due notice to the contractor. In particular, penalties will be raised in case of the following deficiencies:
- Stale food
  - Unhygienic food
  - Inadequate food
  - Failure to serve within prescribed hours
  - Unauthorized deviation from Menu
  - Any other service deficiency pointed out by the Canteen Committee members and/or authorized official
  - Failures to preserve bills / invoices for last 3 months
  - Unspecified brand of food items
  - Unhygienic conditions of Kitchen
16. Penalty will be charged up to 2% of the monthly catering bill for each lapse up to 2 such lapses. For 3 or more lapses, penalty may be charged up to 5% for each such lapse, of the monthly catering bill, e.g. if there are 5 lapses detected in a month the total penalty will be 19% (2% + 2% + 5% + 5% + 5%) of the monthly catering bill. In the event of unsatisfactory service at any point to carry out the terms of this contract, STC may forthwith terminate the Catering Contract with due prior notice and the contractor shall not claim compensation whatsoever against the LIC or any of its officers in consequence of such termination.
17. In the event of any incident of food poisoning, the contractor will be held solely responsible for all consequences thereof.
18. Generally the trainees are allowed to stay one day before the actual session and up to the breakfast time next day after close of the session. On the day previous to the day of commencement of the session and on the day following the last day of the session, the contractor shall keep the mess open and arrange for catering services for such of the trainees as are expected to be present in the hostel on such days. On the day previous to the day of commencement of the session, bill for the meals @100% of the actual attendance on that day will be admissible.
19. **No food is to be provided to any outsider / person accompanying the trainee in the canteen or after the trainee checks out.** Any exception to this is to be approved by the Authorised Official of STC.
20. In case the trainee remains away from the Sales Training Centre and does not avail the catering facility, it will be treated as "No Meal" and no payment shall be made to the Contractor for such "No Meals".

21. Payment in respect of non-resident trainees will be made for Pre & Post Lunch Tea/ Coffee, Lunch and Evening Snacks only.
22. If a trainee falls ill or indisposed, special diet, for as long as needed by the trainee, shall be provided by the contractor without any extra charges in lieu of the normal food supplied in the mess.
23. **FIRST AID BOX** should be available at the reception counter, with contents as per Annexure XV (Recommended contents for First Aid box). Cost of **REFILLS AND MEDICINES** for the first aid box will be borne by the contractor. The Contractor / Resident Manager 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 contractor to communicate immediately any complaint of serious illness, mishap, accidents etc to the Warden / Authorised Official(s).
24. The contractor shall maintain, in good condition, all furniture, equipments, fittings, premises etc provided to him by STC and hand-over charge of the same on termination of the contract and it shall remain the exclusive property of STC. The contractor shall be responsible for any damage to the administrative block/or hostel block or portion of the building under the contractor's occupation or the fittings, fixtures, furniture or other equipments entrusted in his charge, when such damage is in STC's opinion caused due to the negligence or carelessness or any fault on contractors part or that of his manager or worker and the Contractor shall be liable to pay to STC such amount in respect of such damage as may be assessed by the authorised officials.
25. 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 Govt./Local Municipal Authorities and other statutory requirements as relevant to running the Canteen and providing catering services in STC. In case any fine/penalty is imposed by the Central/State/Local Authorities then it shall be the responsibility of the Contractor.
26. The contractor shall provide adequate number of competent and well- trained staff for cooking, cleaning, serving etc. to provide uninterrupted service at all times. Under no circumstances there should be less persons available for providing catering service at

for disposal of non-degradable garbage on a **day to day basis** at his own cost. Garbage bags have to be used at all times along with the Garbage Bins and all Garbage Bins have to be placed outside the Kitchen area. (as per Annexure VII – Housekeeping & General Maintenance Services at STC, VARANASI)

28. All utensils used for dinner have to be invariably washed and cleaned after dinner, for proper hygiene. Failure to do so will be treated as a serious offence.
29. The contractor's workers should have proof of identity in the form of identity cards, uniform, etc. The contractor shall provide one type of uniform (clothes) to his Managers and another type to his other workers. Persons working in the canteen shall also be provided with uniform, apron, etc. All those employed by the contractor shall wear their respective uniforms throughout, while they remain in STC campus.
30. The contractor 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 authorised official(s) of STC. The contractor shall maintain a complaint register to be submitted for checking by the administrative office daily.
31. The contractor shall provide clean, pure drinking water in each room of the hostel, once daily in the morning.
32. The morning bed Coffee/Tea shall be served in thermos flasks to each trainee at his/her room. Breakfast, lunch, snacks and dinner shall be served at the dining hall. Tea, snacks shall be served in the canteen on all days. The tea for the Principal, Faculty Members and Staff of the STC shall be served at their respective tables. Tea flasks shall be arranged by the contractor and should be well maintained in the interest of good hygiene.
33. The Contractor will also be required to provide breakfast/lunch/dinner, if desired by STC Staff/faculty members @ 50% of the agreed bifurcated rate. The contractor will keep their account and collect the dues from them accordingly.
34. Timings prescribed for each service as given in Annexure-VI (Scope of Services – Catering) shall be strictly adhered to by the contractor and STC is free to change the timings from time to time or prescribe different timings for different groups of participants. The kitchen staff 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 Canteen Committee of STC. The menu once approved should be strictly adhered to and any change in the menu has to be approved by the Canteen Committee at least a day in advance. The approved menu should be displayed prominently on a white board in the dining hall.
35. Tea should be supplied with or without sugar as per the requirement. Paper Napkins, Saunf, Misri and tooth picks-of good quality are to be provided by the contractor after breakfast, lunch and dinner.
36. The rates payable to caterer 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:-

- Bed Tea
- Breakfast
- Mid morning Tea
- Lunch
- Afternoon Tea
- Evening Tea with snacks
- Dinner

37. The contractor shall submit his bills for catering service monthly, in the manner and format prescribed by STC, within 7 days of the end of the relevant month. The contractor shall assign the job to a competent and trained person and ensure high quality, accuracy, neatness and full details in the Bills, to facilitate speedy checking and prompt settlement by STC. Bills not found proper are liable to be returned to the contractor without settlement.
38. The Contractor shall ensure that the food items supplied are as per the standards prescribed by the Government authorities and if at any time any fine or penalty is imposed by the Government authorities (e.g. by the food inspectors/ food dept.) the same shall be borne by the contractor and the STC will not pay any fine or penalty that may arise /or that may be imposed on account of the fault of the Contractor.
39. The rates for any item not specified in the Tender/Financial Bid in exceptional circumstances will be decided after mutual negotiations.
40. Utensils, cups, saucers, flasks (especially the rims), crockery, etc. should be scrubbed and cleaned thoroughly using good quality soap (Vim) or as specified.
41. A thorough cleaning ought to take place on all Sundays for all equipments, fixtures, tiles and utensils to remove grime, grease, stains, oil etc.
42. Cups, Saucers, Utensils of good quality to be approved by the Competent Authority are to be used.
43. Maintenance of gas burners, stoves, gas lines, rubber pipe in perfect condition, etc. with their regular servicing shall be the responsibility of the contractor.
44. Accommodation, subject to availability will be provided for a few workers of the Contractor as per agreement. Approval has to be taken from STC for the workers staying in STC.
45. Cost of cleaning material for cleaning of Dining Hall, Kitchen, Wash rooms, (including providing liquid soap) shall be borne by the Contractor.
46. The rates of the Contract shall remain unchanged for the entire period of contract including the extended period. However, Catering rates may be reviewed at the end of Contract and may be revised upwards subject to a maximum 15% .

ii. **HOUSE KEEPING AND GENERAL MAINTENANCE SERVICES:-**

1. The housekeeping services contract shall be for the entire premises/buildings occupied by Sales Training Centre, VARANASI consisting of Hostel Building inclusive of kitchen, dining & recreation, Administrative Building, all staircases, and corridors, entire common & open areas of STC and common area staff quarters etc.
2. The contractor shall provide workers for maintenance of office, hostel, administrative block including Principal, Vice-Principal rooms & all Faculty rooms, library, lecture halls, connected corridors, recreation room, dining hall and toilets in the entire STC campus, classrooms, toilets etc. and all open spaces (including vehicle parking) of STC & including common areas of STC. A penalty of Rs.300/- per day will be charged per person in case the number of maintenance staff present falls short of the required number. Maintenance (including cleaning & mopping of floors, cleaning of toilets etc) like removal of cobwebs, dusting of furniture & fixtures, shifting of furniture (if required) etc. will be done by the Contractor.

**Minimum Number of Workforce required**

Work force	Minimum required
Supervisor	1
Receptionist and Room service	3
Cleaning Staff/Gardener	4

3. Proper and courteous service shall be provided by the Contractor at the Reception counter. Service at the counter shall include keeping of proper records of trainees in the hostel register, ensuring the correct date and time of check in and checkout, allotment of rooms as per the instructions/guidelines. The contractor shall arrange for the preparation of the session files and other related materials before the commencement of the sessions by collecting the materials from the office. The contractor will be responsible for the proper distribution of training materials/file to the participants before the commencement of the sessions.
4. The Services to be performed by the Contractor and their frequency is as per Annexure VII (Housekeeping & General Maintenance Services as STC, VARANASI).
5. The entire hostel block, administration block including the rooms, lecture halls, Offices, balconies, toilets, corridors, staircases etc. shall be swept and mopped. The dining room passages and the common toilets of the administrative building shall be mopped and cleaned to ensure that it is well maintained. The contractor shall bear the entire cost of providing cleaning materials, disinfectants etc. Hostel rooms are to be dusted, cleaned & mopped. Bathrooms / Toilets to be cleaned with good quality disinfectants and cleaning materials. The contractor shall arrange cleaning of toilets using high quality phenyl, acid, harpic, vim etc.
6. The contractor shall change bed linens, pillow covers, bath towels etc. for continuous sessions and as and when the session ends and new session starts and arrange for its washing and ironing. The contractor shall also arrange dry cleaning of blankets, vertical blinds, curtains and sofas and washing of chairs and sofa covers. The cost of laundry of all the above mentioned items is to be borne by the contractor. The contractor shall supply 1 soap small size for hand wash to each trainee in the rooms and if the same session continues beyond three days, then new soap should be supplied.
7. The contractor shall also provide liquid soap (as specified) and toilet paper roll in all toilets including Dining Hall Washroom, Principal's toilet, Vice Principal's toilet at his own cost. All towels of Principal, Vice Principal, all Faculty Members and Officers will have to be washed.

8. Contractor shall also distribute newspapers in Principal room, STC office and library as per directions from STC (cost of newspaper will be borne by STC).
9. The washed, cleaned and ironed articles will be deposited to the Authorised Official of STC by the washer man. The Contractor will get the requisite number of such articles issued one working day in advance (during office hours), from such Authorised official of STC.
10. The Contractor shall look after the arrangements of the Lecture Halls, Recreation Room, Library (within specified hours) etc. and also the safety & security of the equipments provided therein and see that the facilities are kept open and closed at the prescribed hours. The housekeeper shall ensure that the lights and fans, which are not required, are put off in the Hostel and Administrative Blocks. It is the responsibility of the contractor to check and ensure that the geysers, if any, are switched off after the participants leave the hostel rooms.
11. The contractor shall provide mosquito machines and refill mat in each room at his cost. The contractor shall arrange for spraying as specified in all the rooms of Administrative & Hostel Blocks.
12. The Contractor will ensure cleaning of overhead tanks, sunk well, terraces, roof and storage tanks on quarterly basis. The water coolers, drainage pipes etc. also will have to be cleaned.
13. The contractor shall attend to all items of cleaning such as removal of cobwebs, cleaning of fans and lights, changing and fixing of curtains, cleaning of window frames, shutters, Doors, furniture, Chairs, Table etc in all the places. If a room is not put to use the dusting/cleaning should be done. The auditorium also has to be cleaned. This should be adhered to without fail.
14. The contractor shall provide safe and pure drinking water to the trainees in their classrooms and administrative personnel in the Faculty rooms, Main office halls, Principal's & Vice Principal's Cabin etc. regularly. The contractor shall provide 1 water jug each hostel room. and 1 glass with lid per trainee in each hostel room.
15. Pest Control of both, Admin & Hostel Blocks including Canteen, will be the sole responsibility of the Contractor. All pest control payments are to be made by the Contractor. STC may ask for a change of Agency if the pest control is not effective. The Contractor shall be solely responsible to keep Canteen, Hostel and Admin Block "Pest Free", failing which clause 17 below will be invoked.
16. The contractor shall deploy well-behaved and experienced Hostel Receptionist as well as a Resident Manager, having good communication skill whose names and contact no. will have to be intimated to the office. The Hostel Receptionist and Resident Manager shall be available in the reception counter/hostel round the clock for all connected jobs and shall not be used for other sundry jobs. The receptionist should be able to converse in Hindi .
17. The contractor shall deploy Office boys for Principal/Vice Principal and Faculty Members, Lecture Halls, Administrative Office and when required, who shall be responsible for cleaning white boards, putting up of nameplates, shifting of furniture, attending to the day to day functioning of audio visual systems, LCD projectors, ACs etc. in the lecture halls, and switching on and off of these units before and after the



classes are over. In respect of catering services, the contractor shall provide adequate number of competent and well- trained staff for cooking, cleaning, serving etc. to provide uninterrupted service at all times. It will be the responsibility of the Contractor to arrange for substitutes in the case of absence of any of his Staff. A penalty of Rs.300/- per day will be charged per person in case the number of persons present falls short. The contractor should have full control of such employees 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 facilities if any. The catering and kitchen staff is to be identified separately and not allotted sundry duties elsewhere in the premises. Under no circumstances sweepers/cleaners should be made to work in kitchen or canteen either for cleaning utensils or for serving food.

#### **NOTES-**

1. The Contractor will pay wages to the employees according to their category – Unskilled, Skilled, Semi-Skilled and Highly Skilled.
2. The Resident Manager and other workers to be deployed should have adequate experience. The Resident Manager should have working knowledge of English and Hindi and other workers should have working knowledge of Hindi.
3. The Resident Manager and other workers deployed by the Contractor should be healthy, free from any communicable / infectious disease(s), medically fit for handling food and certified for fitness before employment. Medical/ Fitness report and Covid Vaccination (two dose) must be obtained.
4. Resident Manager shall oversee all the affairs of catering at all times and especially during meal times. This person should have full authority and resources for efficient running of catering service.
5. The Contractor shall ensure that the working hours of the Resident Manager 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.
6. On receipt of work the Contractor will supply a list of names with the bio-data duly certified along with photograph of all the persons to be deployed under this contract at STC/ LIC. In case of replacement of workers/Resident Manager, his certified Bio data with photo ID should be immediately submitted to LIC.
7. LIC reserves the right to expel any worker of the Contractor who is found guilty of misconduct / under performance.
8. The contractor shall submit his bills for House-keeping monthly, within 07 days from the end of the calendar month. We insist highest standard in Housekeeping & Maintenance Services. Penalty will be charged up to 2% of the monthly Housekeeping bill for each lapse up to 2 such lapses. For 3 or more lapses, penalty may be charged up to 5% for each such lapse, of the monthly Housekeeping bill, e.g. if there are 5 lapses detected in a month the total penalty will be 19% (2% + 2% + 5% + 5% + 5%) of the monthly Housekeeping bill. In the event of unsatisfactory service at any point to carry out the terms of this contract, STC may forthwith terminate this Housekeeping Contract with due prior notice and the contractor shall not claim compensation whatsoever against the STC or any of its officers in consequence of such termination.

9. The STC may refuse entry into the campus or order eviction of any worker falling into any of the following categories: -
- (i) Is suspected not to possess good moral character.
  - (ii) Is found reportedly indulging in activities prejudicial to the interests of STC.
  - (iii) Is afflicted/ suspected to be afflicted with any contagious or communicable diseases.
10. STC shall provide all linen such as mattresses, pillows, bed sheets, bed covers, dustbins, pillow covers, towels, blankets, locks and keys etc. to the contractor. Stock of these items supplied by STC has to be submitted by the contractor every quarter to the office for inspection.
11. With a view to achieving effective implementation of this Agreement, the Principal, STC, VARANASI will issue instructions, to the contractor and such instructions shall be binding on the contractor.
12. Before an occupant of the room checks out, the Contractor/Staff will have to do a room inventory as per a checklist which will be provided to the selected Bidder, to ensure that no items are missing/damaged. In case there is any loss/damage of the items, he has to report the same to the nominated officer immediately for taking appropriate action in the matter before the departure of the participant from the Hostel.
13. The contractor shall ensure that the keys are collected back when an occupant checks out of the Hostel.
14. The contractor shall ensure that odonil packets, naphthalene balls, candle and matchbox are available in every room / toilet. The cost of these items will be borne by the contractor.
15. The contractor shall not allot any rooms of the hostel to any person other than a trainee or guest of STC without the prior permission of the Competent Authority.
16. The contractor will be responsible to attend all complaints/ requirements within the purview of the contract.
17. The contractor should 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 etc. that takes place from the occupants' rooms due to negligence on the part of the workers employed by the contractor, the contractor would be liable for compensating the loss.
18. 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 shall be final and binding on the contractor.
19. Daily Operation of water pumps for lifting of water will be the sole responsibility of the contractor.
20. The Contractor shall immediately report emergency / repairing work, at Hostel and Admin block, in the prescribed register. Roofs of STC should be maintained clean and clear by the Contractor at all the times.
21. Buckets, Mugs and bath stools in the toilets of Hostel Block and Buckets & Mugs in Toilet

of Admin Block will be provided by STC.

**III. GENERAL (Applicable to both Catering and Housekeeping)**

1. The rates quoted will be applicable for the whole period for which the contract is made. All rates are to be quoted excluding GST.
2. Income Tax will be deducted as per rules on the gross bill of the contractor for both i.e. Catering & House-Keeping & General Maintenance.
3. The contractor shall obtain at his own expense all licenses and permissions which may be required for conducting the Catering, housekeeping & general maintenance business and pay all the taxes, dues and penalties hereinafter becoming payable to the Government, Municipality or any other local body by reason of his conducting business.
4. Penalties will be imposed after taking into consideration the report of the concerned committees (Canteen Committee & Hostel Management Committee or any other Committee) for the relevant period.
5. 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 Sr Divisional Manager, Divisional Office, LIC, 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 Sr Divisional Manager, LIC, VARANASI whose decision will be final and binding on the Contractor. The Contractor and LIC 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 will be interpreted under Indian Laws.
6. The selected Bidder will have to provide all declarations necessary to comply with statutory provisions.
7. The Contractor shall not exhibit own signboard or advertisement within or outside the said STC Premises.
8. The Workers/staff shall have no presumptive right of absorption in the services of the Corporation.
9. STC will allow select staff of Contractor (as per agreement), engaged for the purpose of this Tender 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 normal functioning of STC.
10. 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 STC Premises that vests with the Corporation and the Contractor hereby agrees that the STC Premises is the property of the Corporation that vests in the name of Corporation. Hence, therefore, the Corporation, LIC and/or STC have same meaning, in the present Tender Document.

11. In the matter of appointment of the required workers for the purpose of assisting the Contractor the Contractor shall not appoint any children prohibited by statute.
12. The Contractor shall keep the Corporation, its Officers and employees, its properties safe and harmless and indemnify from and against all losses, suits, damages, cost charges, claims and demands whatsoever including claims under the Workmen's Compensation Act, 1923. The Contractor shall 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 Corporation or any third party whether resulting directly through any accident or otherwise to life or property while performing the contractual job at STC or when carrying out any repairs or other work pertaining to the STC 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 Corporation.
13. 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 authorities such as municipality/corporation, of the UP State Government, the Union Government and/or any other Authorities, Upon the Contractor failing to comply with the requisitions issued by the Corporation and/or if in the opinion of the Corporation, 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.
14. The Contractor shall at all times indemnify and keep indemnified LIC, against any such claims, damages on account of injury, disability, death of any of its workers caused during the employment of such worker/s with the Contractor while providing the services to STC, which may be made under the Employees Compensation Act 1923 or any other Acts or any other Statutory modifications thereof. 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 STC.
15. **The Contractor shall at all times indemnify and keep indemnified the LIC, against any claim by any third party for any injury, damage to the property or person of the third party or for any other claims whatsoever for any acts of commission or omission of its workers during the hours of providing the services at LIC's premises or before and after that .**
16. Nothing in this tender shall be deemed to create any partnership, joint venture, agency between LIC and the Contractor or their representatives and employees/workers 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 contractor and not an employee, agent, associate or authorized representative of LIC and the Contractor undertakes that it shall not undertake any obligation or liability in the name of or on behalf of LIC whatsoever.
17. Nothing herein contained shall be construed to create any tenancy in contractor's favour, of any of the Corporation's premises, properties or belongings and the

Corporation may of its own motion, upon the termination of the contract, re-enter and retake and resume and retain absolute possession of the Corporation's belongings, both movable and immovable.

18. 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 Contractor shall be deploying workers who shall be in sole employment of the Contractor and Contractor 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 LIC 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 LIC for any reason, the Contractor shall keep LIC 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 and not that of LIC.
19. The Contractor & the workers deployed by him at the STC Premises shall maintain confidentiality of any information in their possession during their working at STC & thereafter.
20. The Contractor shall allow STC, its management, auditors, regulators, the opportunity of inspecting, examining, auditing and/or taking copies of the records with the Contractor.
21. The Contractor shall wholly and solely be liable for all disputes and liabilities in respect of the workers deployed by him for STC under this contract and/or for any purchases, the sample of which is taken by the Govt. Authorities or otherwise for any dispute under the Laws of the land, in any Court of law.
22. The contractor is not entitled to assign or transfer howsoever the benefit or burden of the contract to any other person or firm.
23. Any failure or omission on the part of the Corporation 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 Corporation to enforce its right at any time subsequently, with retrospective effect wherever found necessary.
24. The contractor shall indemnify the Corporation for any loss or damage caused to its premises, properties and belongings either willfully or otherwise or for erosion of reputation suffered by the Corporation on account of negligence, wrongful or questionable conduct of the contractor or his staff, whether indulged intentionally or otherwise.
25. The Corporation reserves the right to ask the contractor to remove and replace any worker/s for their failure to give quality service and the contractor shall be bound to replace the staff member/s concerned within a week from the date of such communication.
26. In all matters relating to or incidental to this Agreement, if there arises any doubt or dispute or disagreement the decision of the Sr Divisional Manager, LIC, VARANASI shall be final and binding on the contractor.

27. 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 the both the services.
28. The contractor shall obtain adequate Insurance Policy in respect of his workmen engaged for the service, towards meeting the Liability of Compensation arising out of death, injury/disablement at work etc. and shall regularly and punctually pay each and every premium as and when the same shall become due during the currency of the contract, and keep the Corporation informed.
29. **In terms of provisions of Section 33(3) of the Insurance Act 1938, as amended by the Insurance Laws (Amendments) Ordinance, 2014. Insurance Regulatory Authority of India(IRDA) 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 LIC 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.**
-

**CHECKLIST FOR DOCUMENTS TO BE PLACED IN TECHNICAL  
BID PART-I ENVELOPE**

1. Certificate of Incorporation, Partnership Deed, Articles & Memorandum of Association,
2. Certificate of Registration under GST,
3. Certificate of Registration under Shops & Establishment Act in Uttar Pradesh.
4. Certificate of Registration with the Office of the Regional Provident Fund Commissioner,
5. Certificate of Registration with Employees' State Insurance Corp.
6. Valid registration certificate/license with Labour Department under Contract. Labour (Regulation & Abolition) Act, 1970 as amended from time to time, till date.
7. License for providing Catering, Housekeeping and General Maintenance Services from concerned department of Central/State/municipal Authorities/any other Authority and compliance with the provisions of Food Safety and Standards Act 2006 and Rules framed there under.
8. Audited Financial Statements (P & L and Balance Sheet) as per clause 2 of **ELIGIBILITY CRITERIA FOR TENDER** .
9. Income Tax Assessment copies for last three F.Y.
10. Performance certificate from previous & present clients as per clause 2 of **ELIGIBILITY CRITERIA FOR TENDER** .List of works in hand indicating description of work, contract value, date of award, number of personnel and workers deployed. Supporting documents from the organization to be enclosed.
11. Earnest Money Deposit of Rs. 125000.00 (Rupees one lakh twenty five Thousand Only) by way of Banker's Demand Draft in favour of "Life Insurance Corporation of India" Payable at VARANASI.
12. Letter of Authority for signing the Bid (if applicable)

**Note:**

- The above list is indicative and not exhaustive. For full list refer to the Tender Document.
- The Contractor is required to sign each and every page of Technical & Financial Bid of the tender.

**COMPLIANCE REPORT**

To  
Sr. Divisional Manager,  
Divisional Office, LIC  
"Jeevan Prakash",  
BHELUPURA  
VARANASI UP (221001)

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

Dear Sir,

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, which in any case shall not be less than the minimum wages prescribed under the Minimum Wages Act, 1948 as notified/revised by Chief Labour Commissioner (C), Ministry of Labour & Employment, Government of India or as fixed by Labour Department, UP Government, whichever is applicable 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 possess requisite permission/license for providing catering services from concerned department of Central/State/Municipal Authorities/any other authority. I/We also possess License under Contract labour (R & A) Act, 1970 to provide Catering, Housekeeping & General Maintenance Services at STC, VARANASI.

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: .....

Name of the Tenderers: .....

Date: .....

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



## ANNEXURE – III BIDDER'S PROFILE

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

1	Name & type of the Organisation/ Company / Firm / Individual	
2	Permanent Address (with telephone no & e-mail id)	
3	Address of the Unit (with telephone no & e-mail id)	
4	Name of the Contact Person (with telephone no)	
5	Details of Registration with Labour Deptt. / Municipal Corporation (Central / State)	
6	Name of the Proprietors / Partners / Directors together with their technical qualification	
7	Permanent Account Number and A copy of the latest Assessment Order of Income Tax.	
8	Contract Labour (R & A) Act License No	
9	Registration under Shops & Establishment Act (enclose photocopy)	
10	GST Registration No (enclose photocopies of above)	
	EPF Registration No (enclose photocopies of above)	
	ESI Registration No (enclose photocopies of above)	
11	Enclose Experience Certificate from Previous & present clients	
12	Details of Demand Draft of Rs 40,000 Name of Bank, Date & DD No	
13	Past Experience in years (Please : enclose testimonials on the above)	

Period of Contract		Name of the Firm / Organisation / Person for whom Catering & Housekeeping contracts were undertaken	Type of Contract	Hostel Capacity of the Firm / Organisation / Person for whom Catering & Housekeeping contracts were undertaken	Value of Contract & other details	Contact Details of the Firm / Organisation / Person for whom Catering & Housekeeping contracts were undertaken	Number of workers employed at the Firm / Organisation / Person for whom Catering & Housekeeping contracts were undertaken
From	To						

**(You can use additional Sheets if required)**

14 List of Organisations / persons/ to whom Catering & Housekeeping Services were presently being rendered, along with certificate proofs

Period of Contract		Name of the Firm / Organisation / Person for whom Catering & Housekeeping contracts were undertaken	Type of Contract	Hostel Capacity of the Firm / Organisation / Person for whom Catering & Housekeeping contracts were undertaken	Value of Contract & other details	Contact Details of the Firm / Organisation / Person for whom Catering & Housekeeping contracts were undertaken	Number of workers employed at the Firm / Organisation / Person for whom Catering & Housekeeping contracts were undertaken
From	To						

**(You can use additional Sheets if required)**

13. Annual Turnover during the last three financial years (Enclose copies of last three audited financial statements – Average turnover not to be less than Rs 15 lakhs in case of Catering Services and House-keeping Services):

Year			
Turnover for Catering Services (in lakhs)			
Turnover for Housekeeping Services (in lakhs)			

Date:

Place:

Signature of the Tenderer with seal  
Name & Address

**Note: Documentary evidences to be enclosed**

**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.250/-duly notarized)

This deed of indemnity executed on \_\_\_\_\_ at VARANASI by/on behalf of (Name and address of the Catering, Housekeeping & General Maintenance Contractor) favouring Divisional Office, LIC, VARANASI having their office at "Jeevan Prakash" B 12/120 GAURIGANJ, VARANASI witness as follows:

1. The Contractor had been working for the 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 Sr. Divisional Manager/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 Sr Divisional Manager that there are no outstanding dues of any sort and also that he has not caused any damage to the property of the Sr Divisional Manager and on the request of the Contractor the Sr Divisional Manager has agreed to refund the aforesaid Security deposit of Rs. ----- (Rupees ----- Only).
6. Now in the above premises and in consideration thereof 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, VARANASI or in the event of any damage, breakage or any other injury to the property of the Sr Divisional Manager caused by the Contractor or his workers, the Contractor shall, on being required by the Principal, 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 LIC 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 Sr Divisional Manager 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 of the Contractor  
With Seal (Indemnifier)

**ANNEXURE – V**

**AFFIDAVIT REGARDING NON BLACKLISTING  
/ PROSECUTION**

(On Non Judicial Stamp Paper of Rs 100/-, To be notarized)

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

I hereby depose that neither me nor our Organization \_\_\_\_\_  
\_\_\_\_\_ including our Partners/ Shareholders /  
Directors were ever blacklisted / prosecuted by any Organization / departments / statutory  
body (ies) in any State or by any Courts of Law or penalized for violation of any rules.

I hereby affirm that this affidavit is true to the best of my knowledge based on firm records  
and no information is hidden there from

(Tenderer)

Witness 1:

Witness 2:

**“SCOPE OF SERVICE”**  
**CATERING SERVICES AT Sales Training Centre, VARANASI**

The Contractor will bear the Material and labour cost and provide Services as specified below

<b>MEALS</b>						
<b>S No</b>	<b>Nature of Meal</b>	<b>Specified Persons</b>	<b>Frequency</b>	<b>Contents</b>	<b>General Timings*</b>	<b>Venue</b>
1	BREAKFAST	TRAINEES / GUEST FACULTY	DAILY	AS PER MENU SPECIFIED IN THE TENDER AND APPROVED BY STC	08:30 AM TO 09:30 AM	DINING HALL
2	LUNCH	TRAINEES / INVITEES	DAILY	AS PER MENU SPECIFIED IN THE TENDER AND APPROVED BY STC	01:45 PM TO 02:30 PM	DINING HALL
3	DINNER	TRAINEES / INVITEES	DAILY	AS PER MENU SPECIFIED IN THE TENDER AND APPROVED BY SALES TRAINING CENTER	08:00 PM TO 09:30 PM	DINING HALL
<b>REFRESHMENTS</b>						
1	BED TEA	TRAINEES / GUEST FACULTY	DAILY		06:30 AM	IN HOSTEL ROOMS
2	PRE-LUNCH TEA	TRAINEES / GUEST FACULTY / FACULTY MEMBER TAKING THE SESSION	DAILY	WITH BISCUITS	11:30 AM	DINING HALL
3	POST-LUNCH TEA	TRAINEES / GUEST FACULTY / FACULTY MEMBER TAKING THE SESSION	DAILY	WITH BISCUITS	03:30 PM	DINING HALL
4	EVENING TEA	TRAINEES / GUEST FACULTY / FACULTY MEMBER TAKING THE SESSION	DAILY	WITH SNACKS AS DIRECTED BY SALES TRAINING CENTER	05:30 PM	DINING HALL

\* These are indicative timings. They may be changed depending upon the schedule of the sessions.

**ANNEXURE – VII****HOUSEKEEPING & GENERAL MAINTENANCE SERVICES AT STC, VARANASI****Sweeping, Mopping & Cleaning:**

Sr No	Subject	Frequency	Remarks
1	Opening of clogged drains/Sewer lines	As & when required	
2	Operation of audio-visual equipments etc.	As and when required	
3	Dining Hall & Kitchen	Daily	Before and after each meal
4	Disposal of Kitchen Garbage	Daily	At the designated spot
5	Hostel Rooms, Guest Rooms	Daily	Change of occupancy
6	Principal Room	Daily	At 8:00 am
7	Lobbies, Corridors, Staircase, Verandas	Daily	At 8:00 am and 6:00 pm
8	Reading & Recreation Room, Library	Daily	When not in use
9	Faculty Rooms, Administrative Room	Daily	At 8:00 am and 6:00 pm
10	All open areas, roads, pavements, Pathways, Common area	Daily	At 8:00 am and 6:00 pm
11	Cleaning of Wastepaper Baskets from Cabins & Rooms	Daily	
12	Disposal of Office waste, garbage, etc	Daily	From Admin Office, Faculty Rooms etc
13	Washing & change of Towels in Dining Room wash area	Daily	After every meal, i.e. Breakfast, Lunch & Dinner
14	Dusting of furniture	Daily	
15	Cleaning of toilets/WC's Washbasins in Hostel Room	Daily	
16	Cleaning of all Equipments (incl. Telephones, computers etc) of Admin Room	Daily	
17	Provision of Mosquito repellent mat in Hostel Rooms	Daily	
18	Washing & change of linen in Hostel rooms	Fortnightly	Or earlier & also after change of occupancy.
19	Washing & change of Bath Towels in Hostel rooms	Fortnightly	Or earlier & also after change of occupancy.
20	Washing/change of Bath & Hand towels in Toilets of Admin Room	Fortnightly	
21	Scrubbing of Room Floors, Lobbies, Corridors, Staircases, Balconies	Monthly	As and when required
22	Dusting of Fans/Tube lights & other fittings in the rooms	Monthly	
23	Cleaning of Buckets/Mugs with Vim/detergent	Monthly	
24	Scrubbing of bathroom tiles	Monthly	
25	Cleaning of window panes/wall Paneling	Monthly	
26	Cleaning of fans / switch-boards/ Distribution Boards / Compound lights / walls / Tube lights / wall-hanging etc.	Monthly	
27	Pest Control of Hostel, Canteen,	Monthly	As and when required

Sr No	Subject	Frequency	Remarks
	Administrative blocks etc.		
28	Cleaning of overhead tanks, terraces, roof	Quarterly	
29	Cleaning of toilets/WC's Washbasins in Office Complex	Twice Daily	
30	Washing/change of Bath & Hand towels in Principal's Room, Faculty rooms	Weekly	
31	General checking of water Taps/pipes/valves etc.	Weekly	
32	General checking of all toilets Fittings and sanitary accessories	Weekly	
33	General checking of all furniture/locking arrangement and their repairs etc.	Weekly	
34	Cleaning of all brass Statues/ wall pictures	Weekly	

**NOTE:**

- (i) Timing for carrying out work pertaining to the above noted services shall be as advised from time to time by the STC. 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 staff should wear immaculate uniform with Company's logo and photo-identity card.

Housekeeping contract to cover housekeeping and maintenance of all areas in the Sales Training Centre, PAHADIA, VARANASI, UP .

**General Services:**

1. The Contractor should ensure smooth co-ordination and supervision of all specified Housekeeping and Maintenance services.
2. The contractor shall ensure courteous services at the reception counter round the clock. The reception counter shall be single point of contact for all trainees and guest faculties. Service at the Reception Counter shall include keeping of proper records of Trainees in the Hostel Register, ensuring the correct date and time of Check-in and Check-out (on computer or in a register as instructed by STC), allotment of Rooms as per the instructions/ guidelines.
3. The Contractor or his representative shall arrange for the preparation of the Session files and other related materials before the commencement of the Session(s) by collecting the materials from the office.
4. The contractor shall ensure the proper distribution of Training materials/ Files to the Trainees, sitting arrangement of trainees before the commencement of Session.
5. The contractor shall ensure sweeping and mopping of hostel rooms, balconies, guest faculty rooms, passage, lobbies, reception area, faculty rooms, lecture halls, office area and cabins etc with deodorant disinfectants as per the time schedule.
6. The contractor shall ensure cleaning of window glasses, door glass, mirrors, buckets, mugs, wash basin, office equipments.
7. The contractor shall ensure sweeping of all open areas, garages etc daily.
8. The contractor shall arrange cleaning of toilets/urinals using high quality phenyl/cleaning materials of the brands such as 'Harpic'/'Domex'/'Sanifresh'/'Kiwi'.
9. The contractor shall use Room fresheners in all offices, Lecture Halls, Recreation Room, Library, Hostel Rooms, Guest Faculty rooms and other places daily.
10. The contractor shall ensure safety of the belongings of the inmates in the Hostel Rooms.



However, in case of any untoward incident like theft or loss of any belongings/cash that takes place from the occupants' Rooms due to negligence on the part of the staff employed by the contractor, the contractor would be liable for compensating for the loss.

11. The staff of the contractor engaged for Housekeeping shall help the Trainees/ guest faculties in taking baggage from/to the Hostel Reception to /from the Rooms during Check-in and Check-out.
12. When an occupant of the Room desires to check out, the deputed staff of the Contractor will have to do a discreet Room inventory to ensure that no items are missing/ damaged and, in case of any loss/damage of the items, report the same to the Course Co-ordinator/ Administrative Officer of the Office of STC immediately for taking appropriate action in the matter before the departure of such Trainee(S) from the Hostel.
13. The Contractor shall ensure that the keys are collected back when an occupant leaves the Room.
14. The Contractor shall ensure that the lights and fans are put off in the entire STC Campus, when not required. The Staff of Contractor will also ensure proper water supply and for that purpose water pump is to be operated daily.
15. Any other instructions given by STC will also be followed in this regard.

**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 Govt / UP Govt./Local Municipal Authorities and other statutory requirements as relevant to running canteen and providing catering services. In case any penalty is imposed by the Central Govt./UP Govt./Local Municipal Authorities then it shall be the responsibility of the Contractor to bear the same and any fine/penalty/legal expenses incurred by LIC on this count shall be recoverable 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 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-XI (Quality of food materials) and shall be prepared and served under hygienic conditions. The service provided to the trainees, faculty members, staff & guests shall be prompt, courteous and orderly. The staff of 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 LIC 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 specification 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 STC can register their complaints/views. The Contractor will put their own comments/observations on the entries made in the register regarding follow up action taken on complaints and produce the register to designated officer of STC on a regular basis for verification. STC may obtain feedback from participants as per performa given in Annexure-X – Feedback Questionnaire (subject to change).
7. All catering services being provided in the dining hall should be organized as per the timings given in the Annexure-VI (Scope of Services – Catering) of Tender document or as per modified timings advised by the designated officer of the STC.
8. In case of a participant/faculty/guest faculty being on fast or being sick, the Contractor shall supply suitable food to them as per request, within the cost of normal menu.
9. All left-over food should be properly and promptly disposed off and must not be served again in any manner or form.

10. Dining Table should have water jug, drinking water glasses, napkins, salt and pepper etc. properly arranged to seat four persons or more as per requirement.
11. Although there will be self service by the trainees, the Contractor should have sufficient number of workers for serving the food.
12. The soap containers in the wash hand area and washroom should have sufficient liquid soap of standard make 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 STC authorities, appropriate penalty as per clause no 15 of **Catering Services** and penalty clause of Housekeeping and General Maintenance Services under Scope of work will be imposed and amount thereof will be deducted from the Contractor's bill and/or Security deposit.

**MENU OF MEALS AND REFRESHMENT**

(Indicative and not exhaustive)

1. The menu of all meals and refreshment to be offered everyday will be prepared on a weekly basis by the Canteen Committee and handed over to the Contractor. 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 need.

2. The menu of various meals/refreshments shall be as under –

**SCHEDULE OF FOOD ITEMS:**

Sr No	Meal type	Menu / Item Details	Frequency
1	Bed Tea	Morning Tea (150 ml)	Every day of stay
2	Breakfast	1) Toast / Bread with Butter & Jam 2) Tea 3) ONE NORTH INDIAN ITEM CONSISTING OF STUFFED PARATHA WITH CURD / PLAIN PARATHA WITH SABJI / POHA JALEBI/ PURI SABJI / PURI CHOLE / KULCHE CHOLE / CHEELA OR SUCH OTHER ITEM  OR  ONE SOUTH INDIAN ITEM CONSISTING OF IDLI / VADA / UTTAPAM / UPMA OR SUCH OTHER ITEMS WITH COCONUT CHATNI AND SAMBHAR etc.	Every day of stay
3	Pre-Lunch Tea	Tea & 2 varieties of Biscuits (one sweet one salty)	Every Day of stay
4	Lunch	1) Salad (Onion, Tomato, Cucumber, Radish, Carrot, Beetroot, Lime etc) 2) Plain Rice / Jeera Rice (Basmati Rice only) 3) Tawa Roti 4) Dal (Any one)/Kadi Pakora – Palak & Moong / Dal Fry / Urad Dal/ Masoor Dal / Dal Chana / Dal Arhar / Dal Tadka / Mix Dal / Rajma / Chholey etc. 5) Two Vegetarian Dishes (1 dry & 1 wet) as per the list given below – Vegetarian items (any two) – Mixed Vegetable / Alu Baingan / Baingan Bharta / Kathal / Alu Gobi / Alu Gajar / Matar Palak / Saag / Methi / Alu Methi / /Lauki / Kali Torai / Capsicum / Carrot / Beans / Bhindi / Alu Matar or any other seasonal vegetable. 6) Papad, Pickle. Plain Curd/Rayta 7) Sweet Dish-(any one) Gulab Jamun/Rasgulla/Ice-Cream/Balusahi/ khoya-jalebee/Kheer <b>Note:</b> One Paneer item either in Lunch or dinner as per menu decided by STC.	Every Day of stay
5	Evening Tea	TEA AND ONE SNACK ITEM – VEG. / ONION / CAPSICUM / PALAK / MIXED PAKODA, SAMOSA, DAL/BHAJI WADA, VEG. SANDWICH, VEG. CUTLET, POHA, VEG PATTIES, NOODLES, BREAD ROLL etc.	Every Day of stay
6	Dinner	1) Salad (Onion, Tomato, Cucumber, Radish, Carrot, Beetroot, Lime etc) 2) Plain Rice / Jeera Rice (Basmati Rice only) 3) Tawa Roti 4) Dal (Any one)/Kadi Pakora – Palak & Moong / Dal Fry / Urad Dal/ Masoor Dal / Dal Chana / Dal Arhar	---- as above ----

Sr No	Meal type	Menu / Item Details	Frequency
		/ Dal Tadka / Mix Dal / Rajma / Chholey etc. 5) Two Vegetarian Dishes (1 dry & 1 wet) as per the list given below – Vegetarian items (any two) – Mixed Vegetable / Alu Baingan / Baingan Bharta / Kathal / Alu Gobi / Alu Gajar / Matar Palak / Saag / Methi / Alu Methi / Lauki / Kali Torai / Capsicum / Carrot / Beans / Bhindi /Alu Matar or any other seasonal vegetable. 6) Papad, Pickle. Plain Curd/Rayta 7) Sweet Dish-(any one) Gulab Jamun/Rasgulla/Ice-Cream/Balusahi/ khoya-jalebee/Kheer <b>Note:</b> One Paneer item either in Lunch or dinner as per menu decided by STC.	

**NOTE:**

1. The list above is only indicative and not exhaustive.
2. Sonf, Misri, Toothpicks to be served at the end of breakfast, lunch and dinner
3. Each serving should contain minimum of:
  - (i) Sweet–100 gms,
  - (ii) Snacks–75 gms and
  - (iii) 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.

**FEEDBACK QUESTIONNAIRE (Indicative Only)****On Quality of food and Service**

DATE:

BREAKFAST/ LUNCH/DINNER

Session No: \_\_\_\_\_ Duration of the Session: \_\_\_\_\_

Name of the Session: \_\_\_\_\_

Please tick (✓) in the relevant box –		Poor	Fair	Good	Very Good	Excellent
1	What is your overall rating of the quality of food served?					
2	What is the rating for each meal?					
A	Breakfast					
B	Lunch					
	(i) Main Course					
	(ii) Dessert					
C	Dinner					
	(i) Main Course					
	(ii) Dessert					
d	Your rating of the services rendered					
e	Your rating of cleanliness / neatness / hygiene of the Canteen?					
f	How was the food served?	Very Hot		Hot		Cold
6	Was there any food item which was sub-standard	Yes		No		
7	If yes, Please specify	(i) _____ (ii) _____ (iii) _____ (iv) _____ (v) _____				
8	Was the quantity of food served sufficient	Yes		No		
9	Any other comments					

On behalf of LIC, STC, VARANASI

Name of the Participant

Signature of the Participant

## ANNEXURE - XI

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:

1. COOKING OIL (Groundnut/Sunflower/soya) –Patanjali, Godrej, Fortune, Saffola, Sundrop.
2. BASMATI RICE – Lal Quila, Kohinoor, Dawat, India Gate.
3. FLOUR – Patanjali, Annapurna, Shaktibhog, Ashirvad, Pilsbury, Gopal Bhog
4. PULSES & BESAN – Rajdhani, Shaktibhog, Silver Coin.
5. TEA - Taj Mahal, Brook Bond, Lipton, Tata
6. PICKLES – Mother's Recipe, Nilons, Kissan
7. BREAD – Britannia, Modern, Top n' Town
8. BUTTER - Amul, Britannia.
9. BISCUITS - Britannia, Parle-G, Monaco, Priyagold, Krackjack, 50-50.
10. JAM (MIXED FRUIT) - Kissan
11. SAUCE (TOMATO/CHILLI) - Kissan, Maggi
12. PAPAD- Lijjat, Mother's Recipe, Shankar, Haldiram
13. ICE CREAM- Kwality, Top n' Town, Vadilal, Amul, mother Dairy
14. SPICES- MDH, Ashoka, Catch, Badshah, Maharaja, Goldi.
15. SOAP (bathing 50g) – Lux, Hamam, Medimix
16. SOAP (hand wash – 15g) – Lifebuoy, Medimix, Rose
17. LIQUID SOAP – Dettol, Lifebuoy, Savlon
18. FLOOR CLEANER – Domex, Lizol, Doctor's
19. MOSQUITO REPELLANT – Good Knight, All out
20. TOILET & TILE CLEANER – Domex, Harpic
21. ROOM FRESHENER
22. GLASS CLEANER – Colin
23. Utensil Cleaner – Vim, Wheel etc.

The list is illustrative and not exhaustive and STC may allow a few more brands as approved by the Canteen / Hostel Committee.

## **ANNEXURE - XII**

### **Uniform for the Resident Manager and Workers**

The Contractor will arrange to provide winter and summer uniform (2 sets each) along with shoes to Resident Manager and other Workers within 15 days of award of work. The design/colour/quality/fabric of the uniform and the quality of shoes to be provided will be approved by STC.

The cost of the uniform and shoes for the Resident Manager 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 their workers.

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 will also be borne by the Contractor. The Contractor shall be responsible for washing/ironing/maintenance/pre-mature replacement of the Uniform and expense thereof shall be borne by Contractor. Accordingly, provision thereof may be kept while quoting the rates in the financial bid.



**BILLING PROCESS AND DOCUMENTS**  
**(CATERING SERVICES)**

Sr No	Requirement	Timeline	Information Required	Support Documents
1	Bill for Charges	To be raised fortnightly	<p>Following information is required in the bill -</p> <p>a. Bill No/date clearly Written</p> <p>b. Training Batch (s) Session number Start date and end date</p> <p>c. No of Trainees / Guests</p> <p>d. Billing Rate</p> <p>e. GST regn. number [no GST will be payable in case the invoice does not bear the GST number]</p> <p>f. PAN Number</p> <p>g. Any other information prescribed by STC.</p>	<p>a. Photocopy of the Muster Roll (attendance register) of the month duly endorsed by the Contractor.</p> <p>b. Wages receipt sheet of that month on the format prescribed under the relevant statutes.</p> <p>c. Photocopy of challan of previous month in respect of EPF and ESI duly deposited with the appropriate authority (Employers and Employees contribution) along with list of the Resident Manager and Workers bearing PF/ESI number, their individual amount of EPF/ESI deposited (Employers and Employees share). The challan should not include the EPF/ESI contribution of the other firms of the contractor.</p> <p>d. Details of Number of daily refreshment/meals served to the Guest Faculty / Guests.</p> <p>e. Original of the check-in and checkout register of the trainees maintained at reception.</p> <p>f. Any other document as required by LIC,</p>

## (HOUSEKEEPING AND GENERAL MAINTENANCE SERVICES)

Sr No	Requirement	Timeline	Information Required	Support Documents
1	Bill for Charges	To be raised monthly	Following information is required in the bill - a. Bill No/date clearly Written b. Billing Rate c. GST regn. number [no GST will be payable in case the invoice does not bear the GST number] d. PAN Number e. Any other information prescribed by LIC.	All supporting documents as given above in a, b, c,d & e for billing process of Catering Services

## ANNEXURE - XIV

### Articles and Facilities for Canteen and Housekeeping Services (To be provided by LIC)

Sr No	Facility	Quantity
1	Water	As per requirement
2	Electricity	As per requirement
3	Electrical & other Furniture Fixtures	As Available
4	Furniture, Mattresses, Bed Sheets, Blankets, Towels, Pillows, etc for Hostel Rooms	As available / required

#### NOTE:

1. Sufficient Furniture for Hostel Rooms, Linens, Dining Tables, Chairs, Fans, Electrical fittings, ACs, Water Cooler, R.O., Fire extinguisher, Exhaust Fans, Insect Killers, Emergency lights etc as per requirement shall be supplied by the LIC. LIC will provide inventory of the same, which the selected Bidder will have to acknowledge after inspecting the same.
2. The various facilities of STC will have to be manned as per their specified timings which will be provided to the selected L1 bidder.

#### To be arranged by the Contractor:

All other things required for Serving and cooking like Gas Cylinders & Regulators, crockery, cutlery, table cloths, cooking utensils, glassware, juicer/mixer, toasters, grinders, Commercial Refrigerator/Deep Freezer, microwave and other necessary equipments required and suitable for running the canteen shall be arranged by the contractor at his own cost. The contractor shall at all times keep and maintain all these equipment in a clean, neat, hygienic and tidy order and condition. The contractor shall also provide all utensils and equipments for Buffet Style (Breakfast/Lunch/Dinner).

**Recommended Contents for First---Aid Boxes**  
**(Indicative but not exhaustive)**

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

1. The medicines in the First Aid Box will be replenished when 75% of the quantity is exhausted or one month prior to expiry date, whichever is earlier.
2. First Aid Box has to be kept in the custody of the Resident Manager and has to be available round the clock.
3. The First Aid Box will be inspected from time to time by STC.

**INTEGRITY PACT**

This Agreement (hereinafter called the Integrity Pact) is made on ..... day of the month of .....2022. , between, on one hand, the Life Insurance Corporation of India (hereinafter referred to as "LIC") a statutory Corporation established under section 3 of Life Insurance Corporation Act 1956 (XXXI of 1956) and having its corporate office at "Yogakshema" Jeevan Bima Marg Mumbai 400021. (herein after called the "BUYER" which expression shall mean and include, unless the context otherwise requires, his successors in office assigns) of the First part. And M/S..... represented by Shri.....(Hereinafter called the "SERVICE PROVIDER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second part.

WHEREAS the BUYER proposes to procure Outsourcing of ..... (Name of the Stores/ Equipment/Item/Service) and the BIDDER/Seller/Service Provider is willing to offer/has offered the stores/services and WHEREAS the BIDDER/Seller/Service Provider is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is performing its function under the LIC Act 1956.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:- Enabling the BUYER to obtain the desired said stores/ equipment/ item/service at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and Enabling BIDDERS/Sellers/Service Providers to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

1. Commitments of the BUYER

The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting on implementation process related to the contract.

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.

All the officials of the BUYER will report to the "Chief Vigilance Officer" of the Buyer any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

Seal & signature of the bidder

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.

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.

BIDDERS shall disclose the payments to be made by them to their agents/brokers or any other intermediary, in connection with this bid/contract.

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.

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.

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The Bidder will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

The BIDDER/Security agency will not commit any offence under the relevant India Penal Code (IPC) /Prevention of corruption (PC) act. Further, the bidder will not use improperly, for purposes of competition or personal gain, pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic

data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

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.

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.

The Bidder(s) /Security agency(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:

Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any; compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue. (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

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(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 may 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.

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.

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:

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

##### 1. **Sri Rajni Kant Mishra, IPS(Retd)**

Ex Director General in BSF

B-1801, Amrapalli Sapphire, Sector-45

NOIDA(Uttar Prades), PIN-201303

Email address: [rkm592002@yahoo.co.in](mailto:rkm592002@yahoo.co.in) & [rkmishra84@gmail.com](mailto:rkmishra84@gmail.com)

##### 2. **Sh G V Krishna Rau**

Ex. Addl. Chief Secy & Development Commissioner of Govt. of India

Villa 116, The Retreat, Tharabanahalli, Chikkajala Post, Bangalore- 562157

Email- [gvkrishnarau@gmail.com](mailto:gvkrishnarau@gmail.com) Mob: 9880240080

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.

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.

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

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

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.

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The same is applicable to Sub security agencies. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Sub security agencies with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the

IEM shall inform Chairman, LIC and recues himself / herself from that case.

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.

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

If the Monitor has reported to the Chairman, LIC, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman 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 Security agency 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:

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.

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.....

Bidder: .....

Seal & signature of the bidder