

HOUSEKEEPING AND GENERAL MAINTENANCE SERVICES

1. Area of Operation:

The Housekeeping and General Maintenance Services Contract shall be for the entire premises /Buildings occupied by Sales Training Centre of the Corporation at Ajmer (Rajasthan) .

- (a) Sales Training Centre (STC) LIC of India, Ajmer (hereinafter referred to as “STC”) is a Training Centre of the Life Insurance Corporation of India (hereinafter referred to as “LIC” or “Corporation”) which has been established to impart training to its Agents from the State Rajasthan The STC has been developed as a well contained infrastructure at the premises situated at:

**Life Insurance Corporation of India
“Sales Training Centre “
Banjh imli,
Near revenue board, Civil lines Ajmer**

- (b) area and scope of work is laid down here:

A- Hostel Block - There are three floors of hostel block consisting 30 rooms + 3 VIP rooms + 1 TV room + 1 storeroom + 1 dining hall + 1 mess hall with kitchen+ stairs+ gallery + 1 common toilet etc. (All the hostel rooms are with attached toilet and bathrooms .

B.- Admin Block- There are 3 training hall + 1 admin room with 2 stores, Principal room with Attached toilet bathroom, gallery, reception space, Library, UPS room, common ladies’ toilet, common gents’ toilet at ground floor. Stairs, Vice Principal room, 4 FM rooms, gallery& reception space, gym room, 1 big hall, EC meeting hall, 1 computer training hall, lady’s common toilet. Gents common toilet at first floor

C. There is also one quarter for principal

D. Garden and open space and parking area etc.

LIC-STC-AJMER Tender for Catering Housekeeping & General Maintenance

मण्डल कार्यालय, "जीवन प्रकाश", रानाडे मार्ग, अलवर गेट, अजमेर (राज.) - 305029

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Approximately Area of above in sq. fit is given below:

(a) HOSTEL BLOCK:

GF+FF+SF+TF+ 4" FLODR — 12105.00 SQ. FT including kitchen, mess hall, stairs, gallery, 30 rooms with attached toilets and 3 guest rooms, common toilets, reception area) etc.

(b) ADMINISRATATION BLOCK -10228.00 SQ. FT [INCLUDING TOILET AREA)

LECTURE HALL MIDDLE— 1525.00 SQ FT

(C) GARDEN AREA — 3390.00 SQ. FT

(d) OPEN AREA— 14900.00 SQ. FT

2. Equipment, Linen, Furniture and Fixtures provided by STC:

- The Corporation shall provide various items such as mattresses, pillows, bed sheets, dustbins, locks and keys, pillow covers, towels, blankets etc. and Tables, chairs, cots, cupboards, racks, book-shelves, etc. in the "Area of Operation" as defined above. These items are listed in 'Annexure-A' and 'Annexure-B' enclosed. The items as enumerated in Annexure – B are being provided on an "as is where is" basis. It is the duty of the Contractor to satisfy him/ her regarding the condition of such items. The Contractor shall not raise any dispute in respect of the same after acceptance of its engagement
- Stock of the items supplied by the Corporation has to be submitted by the Contractor every Quarter (i.e. March, June, September & December every year) to the office for inspection.

3. Workman:

- Going by the past experience, it is observed that a manpower of at least 7 (Seven) persons, full time (as tabulated below) is required to be provided by the Contractor for Housekeeping and Gen. Maintenance activities of areas enumerated in Clause(1)[Area of Operation] above to provide quality services as and when required:-

Sl. No.	Designation	High/ Skilled / Semi skilled etc.	Minim um
1.	Manager cum Supervisor	Semi Skilled	1

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2.	Cook	Semi Skilled	1
3.	Cook helper	Unskilled	1
4.	Washer man/Waiter	Unskilled	1
5.	Sweepers (Bathroom cleaning and sweeping)	Unskilled	3
	TOTAL		7

- b. The Contractor shall engage persons who are literate, well-behaved, trained and experienced—one as Manager/supervisor(s) whose name and updated contact number sought to be intimated to the office. The Supervisor shall be available in the Reception counter/hostel round the clock for all connected jobs and shall not be engaged for sundry jobs.
- c. The Manager /Supervisor should be proficient in English, Hindi and must be able to operate computers. The Manager / Supervisor should ensure smooth coordination and supervision of all the specified Housekeeping and Canteen / Catering services. The Contractor shall provide at least technically qualified attendants/The Manager/Supervisor exclusively for Class rooms in the training block, who must also attend to the proper functioning of Audio-Visual Systems, Televisions and OHP, LCD, Collar-Mikes, Cordless Presenters, and other electronic gadgets, if any, in the Class Rooms & Auditorium. They will also provide technical assistance to Administrative Officials, Faculty Members & Principal. They will ensure operation of Air Conditioners in the various classrooms, Auditorium, etc. and switch on and switch off these units daily as per requirement/usage.
- d. The Contractor or his staff shall not indulge in any act which may hamper the peace or serenity of the campus of the Sales Training Centre or likely to be detrimental to the interests of the Corporation. The Contractor shall be solely responsible for any direct or indirect misconduct on the part of his staff.
- e. The Contractor shall be responsible for the remuneration of his employees as per Minimum Wages Act, ESI Act, EPF and Miscellaneous Provisions Act, etc. updated from time to time. The contractor shall make the payment of wages/ dues /advance and benefits to his work force only through NEFT/ RTGS. The Contractor shall submit the monthly bill only after the payment of wages to his work force within the stipulated date as published by the Government of India/Labour Act.
- f. The Contractor or his Staff shall not invite or allow any guest / visitor of the Trainees / staff of the Contractor into the STC campus.
- g. The Contractor or his staff shall not undertake any gardening activities within the STC campus.

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- h. The Contractor shall also engage plumber & carpenter for functions as detailed herein later, who will be provided with proper tools and protection gear, by the Contractor / his authorized representative.
- i. The Corporation reserves the right to ask the Contractor to remove and replace any member of his staff or 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.
- j. In case the Contractor or any of his staff members are found to be occupying any of the Rooms in the Hostel(s), the Contractor is liable to pay a penalty of Rs.1000/- per day per Room.
- k. Smoking and/or consumption of alcoholic drinks is strictly prohibited within the premises of STC, AJMER. The Corporation may refuse entry into the campus or order eviction of any person (engaged by the contractor) failing into any of the following categories :-
 - i. Is reported to be of dubious character
 - ii. Is found reportedly indulging in activities prejudicial to the interests of the Corporation.
 - iii. Is afflicted/suspected to be afflicted with, any contagious or communicable disease(s) iv. is reported to have consumed alcohol / drugs AND
 - v. Is reported to have misbehaved with trainees/LIC officials, etc.

4. Services:

- a. Proper and courteous service shall have to be provided by the Contractor like using a polite word, bearing a smile, wishing good morning, good afternoon either in Hindi/English.
- b. Services 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.
- c. The Contractor 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.
- d. The Contractor shall ensure the proper distribution of Training Materials/Files to the Trainees before the commencement of Session.
- e. The Contractor shall also arrange to collect the Bio-data forms duly filled in by the Trainees.
- f. Similarly, at the close of the Session, the Contractor shall arrange to handover the Attendance Certificates, Group Photographs, etc. to the Trainees.
- g. The Contractor shall bear the entire cost of providing cleaning materials, disinfectants etc. The Contractor shall arrange cleaning of toilets using high quality phenyl /acid / cleaning materials of the brands such as Harpic / Domex / Sanifresh / Kiwi. Lizol, etc. (only standard items)

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- h. 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.
- i. The staff of the Contractor engaged for Housekeeping shall help the Trainees/ guests in taking baggage] from/to the Hostel Reception to/from the Rooms while Check- in and Checkout.
- j. When an occupant of the Room desires to check out, the Contractor will have to do a discrete 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 Programme in charge /Associate Programme in charge / Designated Officer of STC, AJMER immediately for taking appropriate action in the matter before the departure of such Trainee(s) from the Hostel.
- k. The Contractor shall allot Rooms of the Hostel only as per the directions of the Competent Authority or by the Training department or by the official authorized by the competent Authority visiting faculties and other Rooms for participants.
- l. The Contractor shall ensure that the keys are collected when an occupant leaves the Room, if lost should purchase/repair the lock and key.
- m. The Contractor shall ensure that Urinal Deodorizer Block, toilet papers, soap, odonil packets, naphthalene balls (branded/standard) are available in every Room at all times. The cost of these items will be borne by the Contractor.
- n. The Contractor shall use Room Fresheners in Principal, Vice Principal, all offices, Lecture Halls, Recreation Room, Auditorium, Library and at other places (wherever required) at his own cost.
- o. The Contractor shall keep Polish & cream available always at his own cost.
- p. The Contractor shall ensure proper storage and control of all linens (including curtains, Sofa covers, etc.).The cost of laundry washing will be borne by the Contractor. He shall submit the stock register of the above listed items periodically (once in every Quarter) for verification to the authorized official of STC.
- q. The Contractor shall supply Toiletry kit (Welcome kit) containing soaps (like Hamam/ Lux/ Medimix/ Aloe-vera kanti), tooth brush, tooth paste, comb & shampoo pouch, Oil pouch to each Trainee at the time of his / her Registration and if the said Training Session(s) continue/s for beyond one week, additional kit to be supplied every week for the tenure of such Session(s) to each trainee/occupant.

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- r. In case of health emergency for any participant, the Contractor or his manager/supervisor shall call a Doctor or take the participant to the Doctor's clinic if required. "First Aid Box" should be available at the Reception Counter at the cost of the Contractor and be kept in the custody of the receptionist. Cost of refills and medicines for the "First Aid Box" will be borne by the Contractor.
- s. It will be the responsibility of the Contractor to communicate immediately any complaint of Sickness, mishap, accidents etc. to the Programme-in-charge/ Principal/Vice Principal/ Authorized persons of STC.
- t. The Contractor shall ensure proper cleaning of the Sports Room (Including opening and closing of sports room). He shall undertake and ensure the safety & security of the equipment's and gadgets provided therein and see that the facilities are made available at the prescribed hours (i.e. from 0600 hours to 0800 hours AND from 17.30 hours to 20.30 hours).
- u. The Housekeeping Staff shall ensure that the lights and fans are put off in the entire S.T.C.. Campus, when not required (without compromising on safety of trainees/officials, etc.).
- v. The replacement and replenishment of sports materials for indoor as well as outdoor games shall be provided and accounted for by the Contractor and cost of such replacement/replenishment of sports material (e.g. Boric powder, Table Tennis balls, Rackets, Shuttle- cocks, Chess Board, etc.) which shall have to be borne by the Contractor. The indoor games include Chess, Carom and Table Tennis. Badminton (shuttle) is the only outdoor game relevant to STC.
- w. The Contractor shall provide branded liquidator machines with mosquito repellents (like Good Knight / Mortein / All Out) in each Room at his cost and refill the same whenever required. He should alternatively arrange to provide Mosquito Coil, if required by the trainees.
- x. The Contractor shall ensure to take preventive measures to eradicate rats, cats, (bed bugs) and rodents from the S.T.C. campus. The cost of any damages to S.T.C.. property/ Building(s) [arising out of deficiency of control on the same] will be recovered from the bills. The Contractor shall also be liable for any health hazards/ailments to LIC employees/trainees due to lack of control on rats, cats and rodents and the same shall attract appropriate penalty
- y. The Contractor shall carry out all class Room and office related rearrangements including shifting of furniture and other equipment's within the STC campus/premises.
- z. The Contractor shall provide safe and pure drinking water from water purifier provided by office to the Trainees in their Class Rooms and Principal's & Vice Principal's Cabins Personnel in the Faculty Rooms, Administrative Office etc. regularly as and when required.
- aa. The Corporation shall provide TWO water jugs (and replace the same, if broken / damaged) of 1 litre capacity each in each Hostel Room. The Contractor shall arrange refilling of drinking water twice or as frequently required by the Trainees in these water jugs.

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- bb. **The Contractor shall provide TWO drinking water glasses** (and replace the same, if broken/damaged) in each Hostel Room for drinking water. He should also provide hot water, if so required by the Trainees/STC Employees/Guests.
- cc. The maintenance should be preventive in nature i.e. proactive, anticipatory and not akin to fighting an emergency situation after a major breakdown has occurred. In case of any absence or leave of the specified person, the Contractor shall arrange for alternate person.
- dd. The Contractor shall inform TATA POWER Office(TPDL) in case of power-failure to restore the electricity supply at the earliest by maintaining necessary liaison. He shall also inform B.S.N.L. Office in case of any telephone line failure & restore the telephone operations at the earliest by maintaining necessary liaison.
- ff. The Contractor will ensure services of plumber , for repair and/or maintenance activities. He will also ensure that Pump Rooms and Water Tanks [overhead and sump] are duly locked after the maintenance / repair jobs are completed. Leakages, if any, to be taken care of.
- gg. In extraordinary circumstances scope of Housekeeping & General Maintenance services may be limited or curtailed depending on the prevailing situation (Refer Annex.15) and payment will be reduced in proportion to the manpower, material and services used.
- hh. The Contractor is advised to educate his workers about prevention of Corona Virus (COVID-19) and take necessary safety measures by providing necessary cleaning material. ii. Daily cleaning of all sensitive areas/items like all points which comes into human contacts e.g. all the Doors, knobs, handles, bolts, locks, table, chair-arms, computers & peripherals, electrical switches Desk, railings on the path ways (as mentioned above) near cash counter, writing pad area, etc twice a day compulsorily.
- jj. The Contractor shall arrange cleaning of toilets using high quality phenyl /acid /cleaning materials of the brands such as 'Harpic' / 'Domex' / 'Sanifresh' / 'Kiwi/ Sunny/ Lizol/Pristine Green Flush 'etc (only standard items).
- kk. The Contractor shall ensure:
- (i) Twice a week sanitization & as & when required of the entire STC premises viz:
- a. The entire Training Block, all main gates, security cabins, all lecture halls, all bath-rooms & lavatories etc.
 - b. The entire Administrative block viz: Administration Hall, VP and Principal cabin and Secretariat, IT room, Faculty halls, common area and bath-room & lavatories, library etc.
 - c. Waiting room, T.V. room, all guest rooms and warden room.
 - d. Canteen, Sports room and all the Dining halls, Kitchen, Pump rooms and Generator rooms etc and their peripherals/path ways, Auditorium Area.

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- e. Daily cleaning of all door locks/handles, hand rest, railings in path way etc. Daily sweeping and mopping by using branded items/materials like: high quality phenyl/acid / Cleaning materials of the brands such as 'Harpic' / 'Domex' / 'Sanifresh' / 'Kiwi' etc (only standard items).

5. Sundry Plumbing and Carpentry Jobs including material etc.:

The Contractor at his own cost shall attend to all sundry jobs round the clock on day- to-day basis in the entire Sales Training Centre campus, based on experience up to Rs.2000/- works of the day to day/ urgent work as demanded by the office, which shall be refilled by the contractor, such as attending to the complaints pertaining to:

- a) Vacuum-cleaners, etc.
- b) Replacement of batteries for wall- clocks, batteries for cordless mikes, collar mikes, repairing of canteen equipment's,
- c) Repairing/replacing of any spare part of Canteen equipment's like toasters, gas burners, atta kneading machine, grinder, bain-marie, Idli steamer, exhaust fans, Chapati rolling table, light grinder, etc.
- d) Repairing of any:
 - i) windowpane (including replacement) ii) window /door,
 - iii) tables and chairs,
 - iv) locks of drawers/ cupboards (including replacement),
 - v) making of duplicate keys
 - vi) water taps (including replacement),
 - vii) washbasin,

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- e) Incidental carpentry work like:
 - i. Greasing of doors / windows /drawers.
 - ii. Repairs / replacement of hardware material like door / window / drawer handles, locks, door-stoppers, latches, door-closures, floor-springs, tower-bolts, hinges, etc.
 - iii. Cleaning and greasing once in three months (February, May, August and November every year) of all doors and windows.
 - iv. Application of anti-woodborer chemicals to doors, windows, furniture, etc.

If outside carpenter is engaged for the above works, the labour charges necessarily have to be borne by the Contractor.

- f) Plumbing work: The Contractor shall also engage plumber (to attend to plumbing jobs such as change of washers, ball cocks, water taps, hedges and other similar items) as already mentioned in Clause 3(i) above
 - i. Repairs / replacement of items enumerated above ii. Ensuring that the water supply is properly maintained at all outlets / installations related to water supply without wastage of water.
 - ii. Noting the “Water-Meter Reading” daily in the prescribed Log-Book which shall have to be placed before the authorized official of STC, Ajmer, daily at 1100 hours on all working days.
 - iii. Cleaning of bath Room-traps, bottle-traps and other traps, chambers and drainage- line, etc. to ensure smooth flow and avoid blockage.

If outside plumber is engaged for the above works, the labour charges necessarily have to be borne by the Contractor.

The cost of such repairs / replacement [i.e. as mentioned above in ~~₹~~ Clause 5 (a), 5 (b), 5 (c), 5(d), 5 (e) & 5(f)] shall be borne by the Contractor up to 2,000/- (Rupees Two Thousand) per item per incident. These repairs and /or replacements should be carried out promptly without any loss of time.

Reference is made to Clause 3(a) above regarding the personnel to be engaged for this purpose.

7. Checks:

- a) The Contractor shall ensure that the “Complaint Register” is scrupulously maintained at the Reception and submitted to STC for scrutiny every Monday, along with the remedial action taken.
- b) The Contractor shall not give any scope for any complaint or grievance from participants or inmates or officials of the Corporation. The Contractor shall attend to all complaints/requirements within the purview of the contract. Any complaint or grievance shall have to be redressed forthwith.

- c) The Contractor and/or his Staff shall not use the premises, properties, fixtures, fittings, etc. of the Corporation for any purpose other than those expressly mentioned in the contract. It shall be open to any official of the Corporation authorized in this behalf to inspect the various Rooms within the STC premises.
- d) With a view to ensure smooth and effective implementation of the Contract, the Principal, STC, AJMER is entitled to issue instructions, either orally or in writing, to the Contractor which need to be carried out scrupulously.
- e) The Contractor must personally visit STC Ajmer at least twice in a month and also whenever Principal / Committee / administration calls for meeting/visit.

8. Penalty Clause/Termination

Whenever the quality of Housekeeping/Maintenance Services are found unsatisfactory based on (a) Feedback by Trainees; (b) Report of internal Committee(s) of STC, AJMER or (c) observation by Administrative Officials, the Principal, or any Officer so authorized, may, at his/her discretion: i. Make a deduction as per Annexure 'G' and the decision of the Principal / Authorized Official shall be final and binding on the Contractor.

- ii. Based on feedbacks received from participants (Excellent, Very Good, Good, Average) in a session, ₹. 1
- iii. If the "Average" rating is 5 % or more in any session viz: for (1) Cleanliness (2) Class Rooms (3) Hostel Rooms a penalty of Rs 1000/- (Rupees one Thousand only) each for above category of feedback shall be levied from the monthly payment.
- iv. Terminate the Contract with 30 days prior written notice and the Contractor shall have no claim whatsoever against the Corporation or any of its officers in consequence of such termination.

9. Rates and Billing:

- a) The Corporation will pay cost of minimum wages as per Central or State Govt. whichever is higher plus a fixed monthly sum of as may be agreed to between the Corporation and the successful Bidder in the Contract that may be entered into between the Corporation and the Bidder for such duration as the Contract is in force, as a consideration for the Housekeeping & General Maintenance Services rendered by the Bidder, subject to all the Terms and Conditions of such Contract that may be entered into.
- b) The Contractor shall submit his monthly bills for House-keeping & Maintenance Services by the 10th of the following month. Along with the Bill, the Contractor shall also submit a Monthly Report (in such proforma as may be prescribed by STC, AJMER) giving details of the Housekeeping and Maintenance Services rendered during the month.

All Housekeeping/Maintenance activities, as listed in the Annexure 'F', should be recorded in the prescribed Register.

Annexure F

TIME SCHEDULE OF ACTIVITIES

SN	Activity	Frequency	Remarks
1	Disposal of Kitchen garbage and leftover food in Dining Halls	Daily	
2	Disposal of waste-papers, etc. from areas other than Kitchen and Dining Halls	Daily	
3	Cleaning of cobwebs	Fortnightly (IIInd & IVth Saturday / Sunday)	
4	Dusting of furniture (chairs, tables, cupboards, etc.) and non-electrical fixtures.	Daily	
5	Sweeping & mopping of floors other than Dining Halls, Kitchen and Hostel Rooms with Disinfectants(Cleaning work of Admin , Training and Canteen Blocks should be completed before 0800 hrs. and cleaning of Hostel Rooms to be started thereafter and be finished before 1600 hrs.)	Daily	
6	Sweeping & mopping of floors of dining Halls With disinfectant	Before & after each meal, breakfast, lunch, snacks, dinner as & when reqd.	
7	Sweeping & mopping of floors of Hostel Rooms with disinfectants	Daily and on change of Occupancy	
8	Sweeping & mopping of floors of Kitchen with Disinfectants	Thrice daily	
9	Sweeping and mopping of staircases and cleaning of railings with disinfectants	Daily	
10	Polishing of trophies, statues ,etc. with Metal cleaning material	Quarterly	
11	Cleaning of the carpets of Rooms, cabin of Vice-Principal & Principal's, Auditorium & such Other rooms, wherever applicable.	Weekly every Saturday	Should be cleaned by Vacuum Cleaner

12	Cleaning of Toilets attached with the Administrative Block, Principal's and Vice Principal's Cabin	Twice daily* on Weekdays (At 0900 hours and 1500 hrs) AND once on holidays. (At 1000 hrs) *If need be, on more than two occasions on weekdays.	
13	Cleaning of Toilets attached with the Training Block	Thrice a day on weekdays (0800 hours, 1200 hours and 1600 hours) (On Saturday & Holidays, at least once).	
14	Cleaning of Toilets and washbasins attached With all Canteen Block	Thrice a day everyday (0700 hours, 11.30 hours and 1600 hours)	
15	Cleaning of Washbasins, Bathrooms and Toilets of Hostel Rooms	Daily (Between 1000 hours to 1600 hours)	
16	Undertaking Pest Control measures for the eradication of mosquitoes, rats, cockroaches, bed bugs, lizards & all flying insects in the premises as defined in clause(2); by spraying branded repellents like Baygon /Hit, etc.	Fortnightly Basis	
17	Changing of Bed-sheets, Pillow-covers, covers and their washing and ironing.	Once in every 3 days AND as and when any Training Session ends	
18	Changing of Blankets and their Dry-cleaning and Ironing	Half-yearly	
19	Changing and washing of bath-towels of Hostel Rooms	Every alternate day AND as and when any Training Session ends	
20	Changing and washing of Towels of Administration, Training & Dining Blocks	Twice a week (Monday and Thursday; before 0830 hours)	
21	Washing & changing/fixing of curtains, Sofa Covers, etc. in Administration, Training Block Canteen Block and Hostel Rooms	Once in 3 months	

22	Cleaning of Buckets, Mugs, Bath stools, etc. with branded cleaners like Vim/Prill,	Once in a week	
23	Scrubbing of bathroom tiles	Once in a week (Every Saturday Sunday)	
24	Carrying out mosquito fogging operation in the campus	Monthly (on or before 15th of every month)	

25	Cleaning of Water-Coolers,	Weekly	
26	Cleaning of fans, lights, window frames, windowpanes, shutters, Venetian blinds, Doors, etc.	Quarterly or whenever required	
27	Ensuring operation of sewage/water Drainage	On and on-going basis	
28	Changing of worn out /damaged water taps/Valves/pipes, etc.(upto Rs 2,000 per item)	As and when required	
29	General checking of all toilets, fittings And Sanitary accessories	Once a week (Every weekend)	
30	General checking of all furniture/locking arrangement and their repairs, etc.	Once a week (Every weekend) or as & when required.	
31	Cleaning Sweeping of terrace, clearing of rain water pipes of all terraces and roofs in STC campus.	Once in week	

Note:

- 1) A Control Register as per proforma given by STC for all the above items is to be maintained by the Contractor and produced to Administrative Office of STC, AJMER regularly/when called for.
- 2) Even if any Hostel Room or Office Room or Class Room or Auditorium or Toilet Is not put to use, the dusting / cleaning of the same should be done as per the Schedule above. This should be adhered to without fail. Cleaning of vacant quarter on monthly basis should be done.

Annexure G

PENALTY CLAUSE DETAILING THE MINIMUM AMOUNT RECOVERABLE (FROM THE MONTHLY HOUSEKEEPING BILL PAYABLE TO THE CONTRACTOR) FOR DEFAULT ON EACH OCCASION FOR THE FOLLOWING ACTIVITIES

SN	Activity	Frequency	Min. Penalty From Monthly housekeeping Bill (Without GST)
1	Disposal of Kitchen garbage and leftover food in Dining Halls	Daily	Rs 100 per day
2	Disposal of waste papers, etc. from areas other than Kitchen and Dining Halls	Daily	Rs 100 per day
3	Cleaning of cobwebs.	Fortnightly (every II nd and IV th Saturday)	Rs.150 per room
4	Dusting of furniture (chairs, tables, Cupboards, etc.) and non-electrical fixtures.	Daily	Rs.50 per item
5	Sweeping, mopping of floors other than Hostel, Dining Halls, Kitchen	Daily	Rs.200 per area
6	Sweeping & mopping of floors of Dining Halls	Before and after each meal	Rs.100 (per day)
7	Sweeping & mopping of floors of Hostel Rooms	Daily and on change of occupancy	Rs.100 (per room)
8	Sweeping & mopping of floors of Kitchen	Thrice daily	Rs.100 (per day)
9	Sweeping and mopping of staircases and cleaning of railings	Daily	Rs.100 (per hostel)
10	Polishing of trophies, statues, etc. with metal cleaning material	Quarterly	Rs.300 (from the Bill of the resp month)
11	Cleaning of the carpets of Rooms, Vice- Principal & Principal's cabin, Auditorium & such other rooms, wherever applicable.	Weekly every Saturday.	Rs.100 (per room)

12	Cleaning of Toilets attached with the Principal's Cabin and Vice Principal's Cabin, Administrative Block.	Twice a day on weekdays (At 0900 hours & 1500 hrs) once on holidays At 1000 hrs).	Rs.100 (per block per day)
13	Cleaning of Toilets attached with the Training Block	Thrice a day on weekdays (0800 hours , 1200 hrs and 1600 hrs) (On Holidays, at least once)	Rs.100 (per block per day)

14	Cleaning of Toilets, wash basins attached with all Canteen Blocks.	Thrice a day everyday (0700 hours, 11.30 hrs and 1600 hrs)	Rs.100 (per block per day)
15	Cleaning of Bathrooms and Toilets of Hostel Rooms,	Daily (Between 1000 hours to 1600 hrs)	Rs.100 (per room per day)
16	Changing of Bed-sheets, Pillow covers, and their washing and ironing.	Once in every 3 days & as and when any Training Session ends	Rs.100 (per room)
17	Changing and washing of bath towels of Hostel Rooms	Every alternate day & as and when any Training Session ends	Rs.100 (per room)
18	Changing and washing of Towels of Administration, Training & Dining Blocks	Twice a week (Monday and Thursday; before 0830 hours)	Rs.100 (per block)
19	Changing of Blankets and their Dry-cleaning and ironing.	Half yearly	Rs.200 (per room)
20	Washing & changing / fixing of curtains, Sofa-Covers, etc. in Administration, Training Block, Canteen Block and Hostel Rooms.	Quarterly	Rs.200 per room
21	Cleaning of Water jugs, Wash Basins, etc. with branded cleaning material	Daily	Rs.100 per room
22	Cleaning of Buckets, Mugs & Scrubbing of bathroom tiles	Once in a week	Rs.100 per room
23	Cleaning of Water-Coolers	Weekly (every Saturday/ Sunday)	Rs 100 (per cooler)
24	Cleaning of fans, lights, window- frames, window panes, shutters, Venetian blinds, doors, etc.	Quarterly	Rs 20 (per item)

25	Changing of worn out / damaged water taps / valves / pipes, etc.	As and when required	Rs 50.00 (per item)
26	Payment of GST & Filing of Returns applicable to Catering Housekeeping & General Maintenance Contract	As and when Due	To the extent of amount of ITC not received
27	Maintaining and making available Different Control Registers to be prepared	As and when required	Rs. 100 per Register per month
28	Sanitization of STC premises	As and when required as per the MHA / State / Local Municipal Authorities	Rs 2000 per occasion
29	Cleaning Sweeping of terrace, clearing of rain water pipes of all terraces and roofs in STC campus.	Once in week	Rs.200 per occasion

CATERING SERVICES

1. Scope:

During the period of its engagement, the Contractor shall be fully responsible for the entire catering arrangement for the trainees and employees of STC at the STC training center and for such other persons as may be required by the Corporation.

The Contractor will be permitted to use the kitchen and the store room in the Hostel to carry out the catering arrangements being entrusted to him and cook-room belonging to the Corporation, in the canteen premises as enumerated in Annexure-A and the contractor shall ensure that the above should be kept neat and tidy and always properly maintained at his own cost including necessary painting as and when required.

2. Workmen to be engaged by the Contractor:

2.1 The man power of at least 7 persons (including One Manager, One Cooks FULL TIME as tabulated below) is required to render quality services such as cooking, cleaning and washing of utensils, serving of food items, etc.

Sl	Designation	High/Skilled/Unskilled	Minimum Number
1	Canteen manager	Semi Skilled	1
2	Cook	Semi Skilled	1
3	Others	Unskilled	5
	TOTAL		7

- 2.2 The total number of staff employed shall be maintained as stated in 2.1 above to manage the activities of the training center at all times.
- 2.3 The Contractor shall communicate the Names of Manager engaged by him for supervising the functions to the Corporation and the person so named shall supervise and be accountable for all the services covered under the contract at all times.
- 2.4 Contractor should have full control over his/her employees and shall give necessary guidance and direction to carry out the jobs assigned to them by the contractor and the contractor will also be responsible for the payment of their wages/dues and other facilities as per prevailing rules/ standards/ statutes as per labour act.
- 2.5 The catering and kitchen staff is to be identified separately from the housekeeping staff. The catering and kitchen staff should not be allotted sundry duties elsewhere in the premises. Under no circumstances 'Housekeeping Staff' should be made to work in kitchen or canteen either for cleaning utensils or for serving food.

- 2.6 Persons working in the canteen shall be provided with apron, gloves, headgear etc. All those employed by the contractor shall wear their respective uniforms with Id-cards/ badges/ masks throughout, while they remain in STC campus. In case the workers are not found in proper uniform, STC reserves the right to impose penalty and not allow such persons within the premises.
- 2.7 The Cooks should be proficient in different cuisine South Indian/North/Indian / Multi-cuisine/ Chinese/ etc. One of the Cooks should be available until completion of the dinner. Allocation of duties/shifts etc. shall be the responsibility of the contractor. In case of absence for a day or more, alternate arrangement should be made.
- 2.8 The Contractor must comply with the requirement that, the staff engaged especially the all kitchen staff must under-go medical check-up at every season i.e. routine medical check-up every quarter and full medical check-up from registered medical practitioner/hospital at the time of entry or appointment and necessary report should be submitted to office. The charges of medical check up to be borne by the Contractor.
- 2.9 The number of trainee Participants may range from 50 to 70 per day. Accordingly, STC will require 3 persons for catering activities. Except for reasons attributable upon the Force Majeure clause, if on any day less than 3 catering staff are present at the STC premises for performance of services, penalty equivalent to double the amount of daily wages payable will be deducted from monthly canteen bill.

3. Equipment's:

- 3.1 The Contractor shall at his own expense provide branded crockery, cutlery, cooking utensils, glassware of good quality. He shall also provide juicer/mixer, Microwave oven, tissue papers, cloth napkins and other articles in adequate quantity/number which are necessary for running the canteen. These items are detailed in **Annexure- B**.
He shall maintain all the items given by STC (as per Annexure-B).
The Contractor shall ensure that NO PLASTIC SHOULD BE USED.
- 3.2 The Contractor shall provide the Branded equipment's as per Annexure 'B' at his own cost and shall maintain the same in good working condition at his own cost and put it to regular use for purposes solely connected with his catering arrangements.
- 3.3 The Branded crockery used should be of good quality and approved by STC. The Contractor shall at all times keep and maintain all these articles in a clean, neat, hygienic and tidy order and condition. STC shall not be responsible in any way for the loss and/ or damage caused whatsoever to any of the aforesaid articles. Items that get cracked or broken or develop malfunction during use or in storage should be replaced immediately.
- 3.4 The Contractor shall also arrange at his own cost for the regular supply of gas cylinders of commercial type and pay directly to the supplier for cooking gas purchased. The Contractor must ensure prompt supply of gas without any break by

placing order with the Gas Company sufficiently in advance The Contractor should always keep the stock of at-least 1 filled cylinders.

- 3.5 In future, if any pipe-line gas supply is taken by STC, the Contractor will be bound to take supply of gas from that gas supply company as per terms & conditions of the company.
- 3.6 The Contractor shall provide all utensils and equipment's of good quality for buffet style (Dinner/ Lunch/ Breakfast).
- 3.7 The Corporation shall provide equipment for keeping the food warm at the service counters and the contractor shall bear all costs towards paraffin, etc. Maintenance of gas burners, gas pipe, etc. and their regular servicing shall be the responsibility of the contractor. Cost of this repair will be borne by the contractor.

4. Water and Electricity:

- 4.1 The water and electricity consumption charges will be borne by the Corporation.
- 4.2 The contractor shall
 - (a) Ensure that the items of usage e.g. taps, switches etc. are always properly maintained at his own cost and;
 - (b) 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 the Principal, STC or any other person authorized by him.
- 4.3 In times of occasional scarcity of water, if any, the Contractor shall ensure at his own cost, availability of modern, safe, alternative modes of water and ensure that the operations/programs of STC are not adversely affected in any manner.

5. Services:

- 5.1 A high standard of catering shall be maintained for all items with due regard to quality and purity of foodstuff, quality and quantity of dishes, cleanliness in preparation and handling of food items and with utmost courtesy of services.
- 5.2 The Contractor shall pay for all the food items and articles used for the cooking and catering and have always on hand stock of good and sufficient supply of all articles, food items and provisions necessary for the catering and the same shall be kept in a proper, hygienic manner in suitable containers.
- 5.3 Raw foodstuffs such as vegetables, milk, fruits shall be of fresh supply.
- 5.4 The purchases should be made from reputed stores only and the bills for the purchases made should be produced to STC, whenever called for.
- 5.5 All food items should be of reputed brands as listed in Annexure-'E'.
- 5.6 Usually the training sessions are conducted throughout the year, but the number of trainees may vary from time to time and the Corporation does not guarantee any minimum number. There may be breaks between periods of sessions. A situation could

arise where no session is conducted during a particular MONTH; even then the Contractor's catering services should be available for STC staff during such period.

- 5.7 The yearly average number of participants is 2660 for 3 financial years, 2023-24 to 2025-26 in 113 offline session. Generally, the duration of training session varies from 2 days to 4 days. Periodically, continuous training may also take place. STC does not guarantee any minimum number of participants during any period.
- 5.8 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 participants as are expected to be present in the hostel on such days and bill for the actual attendance should only be claimed. The trainees are allowed to report one day before the actual session and stay up to the breakfast time next day (maximum 10.00 hrs) after close of the session. In this regards, payment of catering bill will be made item-wise.
- 5.9 However, for the session days, 'package rate' as mentioned in Financial bid shall be payable per participant per day.
- 5.10 The kitchen and the dining hall should be maintained in a spic and span manner round the clock by using branded disinfectants (such as Lizol, Domex, Kiwi, etc.).The contractor should arrange for cleaning the tables immediately after meals and dispose of kitchen garbage/leftover food without causing any environmental hazards. He should liaise with the local municipal / civic authorities for disposal of garbage on a day today basis at his own cost.
- 5.11 Leftover food will not be served under any circumstances (lunch leftover shall not be served or Dinner and vice-a-verse).
- 5.12 **The Contractor shall supply Tea/coffee in the rooms as per the occupants available in the registration list at the reception.**
- 5.13 If a participant falls ill or indisposed such special diet, as and so long as, needed by him/her shall be provided by the Contractor without any extra charges in lieu of the normal food supplied in the canteen and the food shall be served in the participant's room.
- 5.14 The Contractor shall carry out improvements as may be necessary for ensuring satisfactory services and shall take due notice of complaints made by the participants or by the faculty members or by the Principal, STC or any person so authorized. Suggestion –cum- Complaint register will be maintained by the contractor at reception for registering the complaints by the trainees and this register with remarks of remedial action taken should be submitted to the office every week for observations / instructions. Action taken by the Contractor in such cases shall be reported to the Administrative Office of STC.
- 5.15 Whenever local excursions/trips for the trainees are arranged, the contractor shall arrange for serving tea, snacks, lunch, etc. for them during the excursion/trips and no

- extra charge will be payable for the same. Cost of transportation of the trainees for such excursions/trips will be borne by STC.
- 5.16 Details of food items to be included in the menu to be served in the canteen and the timings of serving thereof, shall be as indicated in Annexure-C and very strictly follow the weekly menu as decided by the Principal STC or the official or the committee appointed by the Principal STC.
 - 5.17 The Contractor shall provide clean, pure drinking water (warm, ordinary or cool - as per the Choice of the participant) in each room of the hostel, as frequently as required by the inmates.
 - 5.18 For Bed tea and coffee requirements depending upon the number of occupants. Breakfast, lunch, snacks and dinner shall be served in the dining hall, unless otherwise required. Forenoon and afternoon tea/coffee/biscuits 2 (two) salted and sweet each shall be served at the tea counter near the Auditorium and near the classrooms on the days of training sessions. The coffee/tea/milk/biscuits/lunch/snacks for the, Principal, Faculty Members, Officers and Staff of the Corporation shall be served in the canteen or at the irrespective tables, as desired by these persons. There is a separate dining hall meant for Faculty Members, guest faculties and other VIPs (even single) visiting STC, who shall be served coffee /tea /milk /biscuits /breakfast /lunch /snacks /dinner in this separate dining hall.
 - 5.19 Coffee/tea flasks/kettle should be well maintained/ cleaned.
 - 5.20 Timings prescribed by the Principal, STC or a person authorized by him/her for each service as given in Annexure-C shall be strictly adhered to by the Contractor and the Corporation is free to change the timings from time to time or prescribe different timings for different groups of participants.
 - 5.21 The menu shall be drawn up weekly in full detail for each day and approval thereof be obtained by the Contractor latest by Friday 11.00 hrs of the preceding week from the Principal or anyone authorized by him/her. The menu once approved should be adhered to strictly. Deviation if any will be allowed by STC only in case of exigencies. The approved menu should be displayed prominently on a board inside the dining hall.
 - 5.22 The Contractor shall provide special lunch/dinner in buffet style whenever required, in the canteen or in the Lawn. The menu for the same is mentioned in Annexure 'C'.
 - 5.23 Utensils, cups, saucers, flasks (especially the rims), crockery, etc. should be scrubbed and cleaned thoroughly with branded cleansing agents (such as 'Vim' or 'Pril' etc.) and hot water. A thorough master cleaning ought to take place every weekend for all equipment's, fixtures, utensils by removing the grime, grease, stains, oil, etc. and wiped well by clean cloth and dried.
 - 5.24 Cost of cleaning material for cleaning of Dining Hall, Kitchen, Washrooms,(including providing branded liquid soap/hand wash) and utensils, equipment's, etc. therein shall be borne by the Contractor.

5.25 Dining Table should have water jug, drinking water glasses, paper napkins, salt and pepper etc.

properly arranged to seat for four or more persons or more as per requirement. Although there will be self-service by the trainees, the Contractor should have sufficient number of workers for serving the food.

5.26 Soap containers in hand-wash area and washroom should have sufficient liquid soap of standard make like Dettol or Lifebuoy, etc. and should have neat and clean towels.

5.27 All vegetables and fruits should be washed first with Aqua Guard water before taken up for processing. Aqua Guard water, available in STC, shall be served for drinking purpose (in clean glasses) and it shall also be used for preparing food-items not requiring cooking such as chutney, butter-milk, etc.

5.28 The Contractor may be required to produce the bills of items purchased from market i.e. cooking oil, rice, atta, pulses, spices, tea, tea bags, coffee, corn flake, pickles, jam, milk products, bread, biscuits, sauce, etc. to the Corporation whenever called for.

5.29 Food should be cooked only in the STC canteen. The contractor should not bring or serve any food prepared or cooked outside (except prior permission of the competent authority). No outsider will be permitted in-side the hostel rooms and or canteen blocks. Food should not be cooked for the use of any outsider or served to any outsider either on payment or free of cost otherwise the matter will be viewed very seriously and competent authority shall levy penalty and take further stringent action including termination of the Contract.

5.30 Contractor shall obtain necessary license/permission/registration that is statutorily required prior to the commencement of work for providing catering services.

5.31 Contractor shall arrange for necessary groceries, vegetables, oil and other raw materials and consumables of reputed brand wherever applicable at its own cost and expense.

5.32 Sorted out fresh perishable items including vegetables shall be kept neatly arranged in crates. Contractor shall ensure that the food materials and consumables used shall be with necessary certification from FSSAI, Agmark, FPO and ISI wherever applicable. In other words the raw material shall meet high quality standards. The cooking oil shall not be reused for any purpose.

5.33 Use of any chemical enhancers, preservatives or artificial colour in any of the food preparation is strictly prohibited.

5.34 Contractor shall not take out any material from the premises unless accompanied with proper delivery challan, duly signed by the Corporation.

5.35 The Contractor shall maintain all the equipment's and accessories, provided by the Corporation, in good working condition. The Contractor shall bear all expenses incurred for upkeep & maintenance of these items / equipment's. If in case the equipment is beyond repair, Contractor shall make full failure report of the same equipment and get it approved from the Corporation. However, the decision of the Corporation in such matters shall be final and binding to the Contractor.

- 5.36 In the event of any strike/ Bandh or any such untoward incidents beyond the control of the Corporation due to which a session is cancelled, the Contractor shall not claim for any compensation from the Corporation for the unused food items and / or for loss of earning. In such situation, the Corporation shall not be held responsible for its inability to conduct normal operations.
- 5.37 In the event of the Corporation rejecting the raw material procured by the Contractor including meals, snacks, drinks etc. whatsoever is prepared in the Canteen by the Contractor at any time, then the Contractor will not supply the rejected prepared food, drinks, other eateries etc. For such acts, Contractor will be liable for penalty or / and other appropriate action for termination of work.
- 5.38 In case of food poisoning or any other health ailments suffered by the attendees, all expense shall be borne by Contractor for medical treatment and related claims by the effected persons apart of other appropriate actions.
- 5.39 Contractor shall make arrangements for transportation of cooked food material from canteen area to different locations as per requirement
- 5.40 Contractor shall immediately shift the used dishes for washing and the area shall be cleaned for immediate use of Contractor's responsibility
- 5.41 All Electrical & electronic equipment shall be cleaned under the supervision of an authorized representative of the Corporation.

6. Penalty Clause:

If the quality/quantity of food served or service rendered by the Contractor is not found satisfactory at any point of time, the Principal, STC or any one authorized by him/her or by the Corporation is entitled to withhold the contractor's bills in part or full, effect reduction in the payments made against such bills, demand compensation from the Contractor or take any other action deemed necessary including termination of the Contract with 30 days prior notice to the Contractor. The decision of the Principal, STC or anyone authorized by him/her or by the Corporation will be binding and final in these matters.

In case the Contractor uses provisions/ oil/ vegetables etc. of substandard quality or other than the brands suggested under this Tender, then a recovery 10%, of total food bill for each such session where these material(s) were used may be effected by the Corporation.

The contractor shall provide uniform and identity cards with photo to the persons engaged by him and ensure that they wear the same daily.

A recovery in terms of the percentage of total food bill for each session shall be effected as per the table given below if the feedback is equal to or more than 5% of the participants giving 'Average' Ratings with regard to the quality of food served to them.

SN	Percentage of participants giving 'average' ratings in a session	Recoverable % of total food bill for respective session.
1	5% to 10%	10 %
2	11% to 15%	20%
3	Above 15%	25%

In the event of persistent adverse ratings, a penalty higher than that specified above as may be deemed fit by the Corporation may be imposed.

Further, the Principal, STC may, based on recommendation by the canteen committee or at his/her sole discretion, impose additional penalties as considered appropriate or take any other action as deemed necessary, including termination of the contract with 30 days prior notice to the Contractor, in case of deficiencies, such as:

- (a) Stale food
- (b) Un hygienic food
- (c) Inadequate food
- (d) Failure to serve within prescribed hours
- (e) Unauthorized deviation from approved menu.
- (f) Non-adherence to the uniform and identity card related requirements
- (g) Failure of providing room supplies viz., supply of
 - Tea/coffee in morning

A penalty of Rs.24/- per participant may be recovered from the Contractor's bill.

- (h) For use of non-branded/plastic material other than items mentioned in Annexure E, a penalty of 2 (two) times cost of branded material may be recovered from the bill.
- (i) Non-compliance with the deficiencies/suggestions pointed out by the Canteen Committee or any authorized representative of the Corporation.

6.1 Prohibited Food Items:

Use of vegetable oils / ghee vanaspati (such as 'Dalda'), artificial colors is strictly prohibited. Reuse of oil is strictly prohibited. Adulteration or use of sub-standard items will be penalized and the items will be confiscated.

The Contractor shall ensure that the food items supplied are as per the standards of fitness 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 Corporation will not pay any fine or penalty that may arise/or that

may be imposed on account of the fault of the Contractor and the Contractor will be solely liable for the consequences. Such instances may lead to termination of the Contract.

In the event of any incident of food poisoning, the Contractor will be held solely responsible for all consequences thereof. If it is found on inspection that the food item is injurious to health or of a sub-standard quality or whose use is not permitted under the relevant applicable rules and regulations, the Contractor shall be liable to pay a penalty as may be decided by the Principal, STC on each occasion and the Contractor will be solely liable for the consequences.

7. Rates:

7.1 For training/session days package rate and for non-training days item wise bill as per Financial bid will be paid. Item wise bill will be applicable for following category:-

- (a) Participants/trainees reaching STC on the previous day of training and the participants leaving STC on the following day of the session. And
- (b) The Guest faculties on all occasions.
- (c) Non residential participants.

However, for the days when the training session(s) is/are held, combined package rate, as mentioned in Financial bid , will be paid per day per participant.

7.2 The Contractor has to maintain a record of dates and timings of arrival and departure of the participants, in such format as may be decided by STC (manual format or on computer) to facilitate billing as per actual attendance or as per package rate, as applicable, as per rates as mentioned in Annexure 'D' for the following items:-

- Tea/coffee in morning • Breakfast
- Mid-session Tea/ Coffee/Milk/Biscuits
- Lunch
- Snacks
- Dinner

7.3 The Contractor shall provide break-fast, lunch, coffee/tea/milk/biscuits twice or more than twice a day, evening snacks & dinner to the faculty members, officers, staff & programme in charge of

STC and such other persons as may be prescribed by STC at 50% of the rates mentioned in Annexure-'D' and the food items shall be served in the Canteen/office premises of STC. It shall be the responsibility of the Contractor to keep account for the personal catering bills so incurred, collect the cost thereof from the concerned faculty members, by issuing them with receipts for the amount received from them. STC shall not be responsible in any manner for non- receipt or delayed receipt of any amount on this count of personal bills.

7.4 The Program In-charge shall be entitled to break-fast, lunch, coffee or tea or milk twice a day, evening snacks & dinner at 50% of the agreed rates and the food items shall be served in the

Canteen/office premises of STC. The bill for the programme in charge shall be borne by STC and it shall be included as a part of the session bill of participants.

- 7.5 The Contractor shall submit his bills for catering service fortnightly every month, in the manner and format as prescribed by STC, within 5 days of the end of the relevant fortnight. The Contractor shall assign the job of fortnightly canteen bill preparation to a competent and trained person and ensure high quality, accuracy, neatness and full details in the fortnightly canteen bills, to facilitate speedy checking and prompt settlement by STC. Bills found defective are liable to be returned to the Contractor without settlement till such time as proper and valid bills are submitted.
- 7.6 The Contractor will deduct ESI contribution and Provident Fund contribution of the Employees from the wages of the workers at the rate as applicable from time to time and deposit the same with the appropriate authorities along with Employer's contribution of ESI and PF as per the rates applicable from time to time.
- 7.7 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 heirs.
- 7.8 Annual hike of 5% on the basic initial rate of Catering Services only (as mentioned in Financial bid i.e. individual rates & package rates) may be examined at the sole discretion of the Competent Authority considering the Consumer Price Index (CPI), only on the basic initial rate, as agreed upon at the commencement/renewal of the contract in Annexure-'D', [i.e. individual rates & package rates], subject to such request to this effect having been made by the Contractor.

8. Checks:

- 8.1 The Contractor shall permit the concerned Authorities (Principal, Vice Principal, Canteen Committee members and / or any official authorized by Principal STC) of STC at all times to enter the canteen premises, including kitchen/store-room, to make inspection of following:-
 - Cooking arrangements
 - Raw material being used
 - Quality & Quantity of eatables and articles of food and drinks stored & served
 - Conditions of the fittings, fixtures and furniture
 - Sanitary arrangements, hygiene and general cleanliness
 - Upkeep of the canteen premises
 - Canteen and kitchen employee's hygiene.
 - Workers uniforms, Registers, Bills.
- 8.2 The deficiency pointed out by the Canteen Committee members and/or authorized officials shall be resolved immediately.

- 8.3 The Corporation insists on the high quality in preparation of food items and also the associated services. With a view to ensure this, the Principal / Vice Principal or the Canteen Committee

shall call meetings from time to time, as and when required. The contractor should attend such meetings whenever he is called upon to do so. This is mainly to keep a check on the quality and the quantity of food to be served and the standards of servicing. The contractor is also required to provide the food items prepared for test to the designated STC officials to ensure quality.

9. Conditions:

- 9.1 The Contractor shall maintain all furniture, equipment's, fittings, premises etc in good condition provided to him and hand-over the same on termination of the contract. All the furniture, fixtures, equipment's and articles purchased or made available by the Corporation in/or to the hostel/canteen block shall remain the exclusive property of the Corporation. All such assets are being provided for use on an as is where is basis. The Contractor has satisfied himself regarding the quality of such assets and shall not raise any objections in relation to the use of such assets.
- 9.2 The Contractor shall be responsible for the pilferage and/or any damage to the administrative block/ or hostel block or portion of the building under the Contractors occupation or the fittings, fixtures, furniture's or other equipment's entrusted in his charge, when such damage is, in the Corporations opinion, caused due to the negligence or carelessness or any fault on contractors part or on the part of his manager or supervisor or servant or agent or employee and he shall be liable to pay to the Corporation such amount in respect of such damage as may be assessed by the Corporation's officials authorized in this behalf.
- 9.3 The, Principal, STC or any one authorized by him/her is entitled to issue instructions to the Contractor on any matters covered by this contractor not specifically covered but found necessary in the discharge of the training operations of the Corporation. In all such matters, the decision of the Principal shall be final and binding on the Contractor.
- 9.4 It will be the Contractor's responsibility to ensure that the obligations under the terms of this catering contract are duly performed and observed.
- 9.5 Sale of eatables and cold-drinks are not allowed in the canteen of STC or anywhere within STC Premises either by Contractor or his employees.
- 9.6 The dining hall should be cleaned by removing chairs and tables with branded floor cleaner every Saturday and Sunday All switch boards, windows, doors, tables and chairs etc. with cleaning material once a week.

ANNEXURE 'A'

Furniture, Fixtures & Other Material supplied by LIC, in Hostel & Canteen Blocks:

S. No.	LIST OF ITEMS HANDED OVER TO CONTRACTOR	NO. OF ITEMS
1	ALMIRAH IN STORE ROOM	1
2	AQUA GUARD	2
3	AQUA GUARD HI FLOW	4
4	BATHROOM MUG	30
5	BED IN HOSTEL ROOM/VIP ROOM	96
6	PRINTED BEDSHEET FOR HOSTEL	84
7	WHITE BEDSHEET FOR TABLE	61

मण्डल कार्यालय, "जीवन प्रकाश", रानाडे मार्ग, अलवर गेट, अजमेर (राज.) - 305029
दूरभाष पीबीएक्स : 2660020, 2660070, 2660121, 2661216, 2660171, 2660219, 2660271, फैक्स : 2660288 ई-मेल : sdm.ajmer@licindia.com

8	BLANKET	154
9	BUCKET	30
10	BULBS IN BATHROOM	33
11	CEILING FAN	31
12	REVOLVING CHAIR FOR HOSTEL RECEPTION	1
13	DINING CHAIR (PLASTIC)	80
14	TV ROOM CHAIR (PLASTIC)	30
15	COOLERS IN ROOM	31 NEW+25 OLD(PLASTIC)
16	CURTAINS	155
17	DOORMAT	15
18	FISH AQUARIUM	1 (NON- FUNCTIONAL)
19	GEYSERS IN VIP ROOM	3
20	GYM CYCLE	1 Out of Order
21	BLANKET COVER- BLACK COLOUR	36
22	TREADMILL	1 Out of Order
23	CLOTH HANGERS	180
24	INSECT KILLER	3
25	STEEL JUG WITH COVER	30
26	KHES FOR HOSTEL ROOM +VIP ROOM	61
27	MATTRESS FOR HOSTEL ROOM	96
28	MOTOR FOR SWEET WATER	3
29	MOTOR FOR SALT WATER	1
30	PILLOW WITH COVER	174
31	RAJAI COVER	128
32	SMALL LIGHT FOR DRESSING TABLE	30
33	SOFA SET	3
34	SIDE RACK IN ROOMS	30
35	TOWELS FOR KITCHEN	5
36	WATER DISPENSER	1
37	SOFA SET VIP ROOM	3
38	CENTER TABLE IN VIP ROOM	3
39	YOGA MAT	36
40	WALL FAN	30
41	VISITOR'S STEEL CHAIR (3 SEATER)	4
42	FIRE BUCKET	4

मण्डल कार्यालय, "जीवन प्रकाश", रानाडे मार्ग, अलवर गेट, अजमेर (राज.) - 305029
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43	HOSTEL ROOM BELL	33
44	SPLIT AC IN MESS HALL	4
45	FIR EXTINGUISHER	29
46	SLEEPERS	30
47	TABLE IN HOSTEL ROOM	30
48	BEDSHEET (NAPASAR KHES)	24
49	BEDSHEET BROWN	65
50	KHES CHADAR	120
51	DINING TABLE (6 SEATER)	7

The above stock may vary at the time of handing over to the Contractor.

ANNEXURE – B

List of items and equipment's that are provided in the Canteen Premises by L.I.C. STC and those items that are to be provided by the Contractor:

Same as annexure A

The above stock may vary at the time of handing over to the Contractor.

ANNEXURE-C

The menu for Break-fast, Lunch, Snacks & Dinner and its timings for serving is as under:
(Quantities/ serving sizes are per participant)

Particulars	Timings
A. Bed Tea:	On Arrival and Every day for next day
Tea/coffee, biscuits two (Salted/sweet),– Qty 2(two) each per participant.	
A. BREAKFAST:	8.00 a.m. to 10.00 a.m.
1. Corn flakes of reputed brands. (at least 50 gm) with milk (200 gms) AND	
2. Bread (min 3 pieces) with butter and jam AND	
3. Any one of the following:	
Idli, Sambar with Chatni 03 Nos. (Chatni will be made from coconut /coriander /ginger / tomato/ groundnut) OR	
Chhole Poori. (4 Pooris) OR	
Stuffed Paratha with Achar/Curd 02 Nos. OR	
Plain Paratha (03 Nos) with Subji OR	
Vada (03 Nos.) Sambar with Coconut Chatni OR	
Poha 150 gms. 1 plate OR	
Masala-Dosa (1 No.) with Sambar& chutney OR	
Pooris (5 Nos.) with AlooSubji/ Aloo Masala OR	
Uttapam– (Plain/Onion/ Tomato) 2Nos.(Medium-size) with Sambhar and suitable chutney OR	
Upma with Chutney 150 gms. (1 plate) OR	
Aloo Paratha (2 Nos.) with Pickle/ Curd	
4. Seasonal fruit - Banana/ Papaya/ Melon/ Orange/ Mango/ Apple/ Grapes/ Guava/ Chiku/ Pine-apple 1 Plate (150gm)	
AND	
5. Coffee / Tea / Milk (with / without sugar) (150 ml.)	
B. Mid-session (Forenoon): Tea/ Coffee/ Milk: Two Biscuits (Salted/sweet)	11.00 a.m. to 12.00 noon.
Tea / Coffee / Milk (150ml) (With /without sugar)with Two biscuits(salted/sweet)	

मण्डल कार्यालय, "जीवन प्रकाश", रानाडे मार्ग, अलवर गेट, अजमेर (राज.) - 305029
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C. Lunch - Unlimited (except for sweet items)	12.45 pm to 2.00 pm
1) Veg Soup (Tomato /onion / palak/ chinese/ sweet-corn/ macaroni/ cream of veg./lemon coriander etc.)	
2) Chatni, Achar, Salad (Sprouts, cucumber, onion, tomato, carrot, beetroot), Papad AND Curd OR Raita (Boondi,	
3) Tawa Roti or Tandoori Roti or poori or Phulka or Chapati	
4) Dalfry/ Dal Makhani/ Kadhi (Dal of Masoor /Moong /Arhar, Toor and Kadhi	
5) Two types of Seasonal Vegetables – (a)One dry vegetable like Bhendi, Potato, Flower, Beans, , green peas etc.(b)one curry dish(Good quality paneer of Amul, Saras) (List of curries to be given: legumes like Rajma/Chana/ Chhole and Sprouts like Moong / Masoor)	
6) Rice (Plain/Jeera fry) / Vegetable Pulao/ Vegetable Biryani / Fried Rice / Dal Khichadi	
7) Sweet Items (100 gm): Kheer (sevai) / Rasagulla/ Gulab Jamun / Sheera/ Malpua/ Laddoo/ Balushahi/ Kala Jamun/ Fruit Salad with custard /Rice Kheer/Gajar halwa / Jalebi/ Moong dal halwa/ Ice Cream/Suji Halwa etc. AND	
'Upavas' items (for persons observing fast):	
1)Kuttu Atta Puri/ Samak Rice/ Aloo subji	
2) Curd	
3) Finger Chips (Potato) / Wafers AND	
4Saboodana Kheer (100 gm) / Fruits	
D. Mid-session (Afternoon):Tea / Coffee / Milk:	3.00 pm to 4.00 pm
Tea / Coffee / Milk, (150 ml) Two Biscuits (sweet/salted)	3.00 pm to 4.00 pm
<u>E .Snacks:</u>	5.00 pm to 6.30 pm
Tea / Coffee / Milk (150 ml.) with ANY ONE of the following:	
Veg. Pakora(like Alu/Onion/Moong/mix/Palak/Chilli, etc)1 plate (4/5pieces) OR	
Alloo Bonda–2pieces OR	
Veg Manchurian 5 pieces. OR	
Samosa -2pieces OR	
Vegetable Sandwich -2pieces OR	
Dalwada-1plate(4/5pieces) OR	
Dhokla–4pieces OR	
Kachoris 2 pieces OR	

Veg. Cutlet 2pieces	OR	
Bread-roll 2pieces	OR	
Bread pakoda 2 pieces	OR	
Bhel-puri-1plate	OR	
G. Dinner- Unlimited (except of sweet items 100 gm):		
1) Soup (Tomato /onion / palak/ chineese/ sweet-corn/ macaroni/ cream of veg./lemon coriander /manchow soup etc.)		8.30 pm to 10.00 pm
2) Chatni, Achar, Salad (Sprouts, cucumber, onion, tomato, carrot, beet root), Papad & Raita (Boondi, Cucumber, Onion, etc		
3) Tawa Roti or Tandoori Roti or Poori or Phulkas or Chapati		
4) Dalfry/Dal Makhani/Kadhi (Dal of Masoor/Moong/Arhar Toor and Kadhi		
5) Two types of Seasonal Vegetables - One dry & one curry dish (Good quality paneer of Amul, Saras) Two types of Seasonal Vegetables – (a) One dry including seasonal vegetables like, green peas etc. (b) one curry dish (Good quality paneer at least twice a week) (List of curries to be given: legumes like Rajma/ Chana/Chhole and Sprouts like Moong/)		
6) Rice (Plain/Jeera fry) / Vegetable Pulao / Fried Rice/Dal Khichdi		
7) Sweets (100 gm):		
Kheer (sevai) / Rasagulla/ Gulab Jamun/ Sheera/ Malpua/ Laddoo/ / Balushahi/ Kala Jamun/ Fruit Salad with custard /Rice Kheer /Gajarhalwa/ Jalebi/ Moongdal halwa)/ IceCream/SujiHalwa//Malpuva, etc.		
8) Fruits (1plate/Min weight 150gm) : Banana/ Apple/ Chikku/ Orange / Mango / Pineapple /Papaya/Melon/Orange AND		
'Upavas' items (for only those persons observing fast) :-	OR	
1) Kuttu Atta Puri/ Samak Rice/ Aloo subji	OR	
2) Curd Finger Chips (Potato) / Wafers AND	OR	
3) Saboodana Kheer (100 gm) / Fruits	OR	

Note:

- a) Tea/coffee/milk should be supplied with or without sugar as per the requirement.
- b) The service of all food items, except tea / coffee / milk / sweet / curd, will be on buffet basis as per the requirement of the participants/guests/STC Officials as specified above.
- c) No pre-portioning is allowed.
- d) Souf, betel nut powder, tooth-picks and tissue papers of good quality to be supplied after breakfast, lunch and dinner every-day.
- e) The bowls/containers for vegetable curries shall be of at least 150ml size.

ANNEXURE D

SCHEDULE OF RATES FOR THE FOOD ITEMS AS DETAILED IN ANNEXURE 'C'

PLEASE DO NOT FILL ANY RATES HERE

Actual Rates to be quoted by the Bidder are to be filled in only in the
"Financial Bid"

Sl.	PARTICULARS	Rate Rs Per Day Per Person
01	Tea/coffee in morning	Rs. XX
02	Break-fast	Rs. XX
03	Mid-session (Forenoon): Tea / Coffee / Milk/ Biscuit (salted/sweet 2 each)	Rs. XX
04	Lunch	Rs. XX
05	Mid-session (Afternoon): Tea / Coffee / Milk/ Biscuit two (salted/sweet)	Rs. XX
06	Snacks with Tea/Coffee	Rs. XX
07	Dinner	Rs. XX
(A)	TOTAL COST PER PERSON PER DAY	Rs. XX
(B)	COST OF MIN. WAGES AND STATUTORY PAY	Rs. XX

Note: The rate quoted above towards catering charges shall be including of cost of materials and service charges, cost of remuneration/ wages of workmen engaged as per Central/State Govt. whichever is higher including service charges and GST/Taxes .

ANNEXURE E

All the food ingredients to be used for preparing the tea / coffee/ milk, breakfast, meals and snacks should be of good quality and should correspond to the standards specified below:

Ingredients	Standard Specified
Cooking oil	Groundnut Oil/Sun Flower Oil/Desi Ghee of standard brand Like Dhara/Amul/Sffola/Patanjali etc.
Rice	Basmati (of reputed brand)
Flour	Reputed Agmark brands like Aashirwad, Annapurna, Shaktibhog, Patanjali etc.
Pulses & besan	Reputed Agmark brands like Shaktibhog, Aashirwad ,Fortune, Patanjali etc.
Sweets	The items such as Rasgulla, Gulab Jamun and other sweets are to be purchased from reputed shop on consultation with STC authority, if not prepared in house. Kheer, Sevian, fruit custard are to be prepared in milk
Tea /coffee	Like TajMahal, Brook Bond, Lipton, Tata Tea, Wagh Bakari etc.
Pickles	Like Mother's Recipe, Nilons,
Milk/milk products	Like Amul, Mother Dairy Saras etc.
Butter	Amul, Mother Dairy, Nutrela
Jam (mixed fruit)	Kissan, Tops
Sauce (tomato/chilli)	Kissan, Maggi
Ice cream	Mother Dairy, Vadilal, Amul, Saras
Vegetables	Should be fresh and not stale
Fruits	Should be fresh and ripe
Spices	Reputed brands like MDH, Ashoka, Everest, Badshah, Maharaja, MTR
Biscuits	Britania , Parle, Patanjali, Sunfeast.

Note: STC, AJMER may change these Brands of food material from time to time if the aforesaid Brands are not available in the market or discontinued or the Competent Authority feels that the Brand(s) need(s) to be changed so as to ensure the quality of materials.

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COMMON CONDITIONS APPLICABLE TO BOTH CATERING SERVICES AND GENERAL MAINTENANCE AND HOUSE KEEPING SERVICES

- 1) The Contract shall be for a period of ONE year. The Competent Authority may renew the contract for a period of up-to one year after the expiry of the one-year period of the contract, which may further be extended for one more year on the same terms and conditions as contained under the original Contract, subject to satisfactory performance by the Contractor. The renewal shall be within the sole discretion of the Competent Authority.
- 2) The rates quoted will be applicable for the entire period for which the Contract is entered into and remains effective. However, for Catering Services, an annual hike of 5% on basic initial rates may be considered as 'Terms and Conditions of Catering Services'.
- 3) Following deductions shall be invariably made from every bill payable to the Contractor: (A) Income Tax (as per rules) AND (B) TDS under GST and any other deduction mandatory as per Government.
- 4) The Contractor has to be registered with the Regional Labour Commissioner (Central) and furnish the details of Registration Number to STC, AJMER for the required number of workmen engaged. He/she shall abide by the State Government Labour Act & Rules and also the Government of India (Ministry of Labour) Rules and Regulations and all other Statutory Acts, Provisions, Rules and Regulations relevant to this Contract including Workmen's Compensation Act, Minimum Wages Act, Provident Fund Act, and ESI Factories Act, Sales Tax Act, Contract Labour (Regulation and Abolition) Act, Local Municipal Corporation Act or such Acts which may be brought into force from time to time as well as the regulations / rules / by-laws framed there under and comply with all the directions or orders issued/passed by the Government of Rajasthan/ the Union Government/ Local Authority or any other Competent Authority(ies) authorized to issue/ pass directions or orders in the matter of the said Contract.
- 5) The Contractor shall obtain at his own expense all licenses and permissions which may be required for conducting the Catering, House-keeping & General Maintenance activities in accordance with this Contract and pay all the taxes and any penalties that may arise due to noncompliance with any laws / statutory provisions, etc. hereinafter becoming payable to the Government, Municipality or any other Local Body by reason of his conducting such business. It is the sole responsibility of the Contractor to keep his labour licenses, FSSAI, etc certificates in force and to keep them renewed and so that it should in-force.
- 6) The Goods and Service Tax (GST) at prevailing rates(i.e.as applicable and as modified

from time to time) will be paid by the Corporation to the Contractor upon production of proper receipt of payment of such GST and filing of GST Returns to the Govt Authority every month. If not filed, the penalty will be imposed to the tune of non-availability of ITC to STC AJMER

- 7) The Contractor must ensure compliance of the provisions of relevant rules and regulations of Central and State Government/Local Municipal Authorities as regards food safety, etc. and other statutory requirements as relevant to running Canteen and providing catering Services in STC. In case any fine/penalty is imposed by the Central Government/State Government/Local Authority/Judicial Authority, it shall be the responsibility of the Contractor to pay such fine and/or bear such penalty. Further any fine/penalty imposed by STC on this count shall be recoverable from the monthly bill and/or Security Deposit of the Contractor.
- 8) If there is any variation from the approved specimen, in the quality of material used, appropriate penalty, as may be decided and determined by the Principal or any Authorized Person / Committee of STC, AJMER will be levied while settling the monthly bills. Repeated violations may render the Contract liable for termination.
- 9) The Contractor shall furnish to the Corporation the list of all the articles / machinery / equipment / utensils brought by him for the purpose of Catering, House-keeping and general maintenance activities which shall be verified and signed by the concerned authorities of STC. Any articles/ machinery/ equipment/ utensils not enumerated in the list provided by the Contractor shall be considered as property of the Corporation over which the Contractor shall have no legal rights.
- 10) Nothing herein contained shall be construed to create any Tenancy Rights in favor of the Contractor with respect to the Canteen Block and/or STC Premises and the Corporation may on its own motion, effect the termination of the Contract, direct the Contractor to peacefully vacate the premises and resume absolute possession of the Canteen Block, Hostel Block, Training Block and other areas in STC Premises at any time on termination of the Contract.
- 11) Immediately on termination of the Contract, the Contractor and his staff / representatives shall peacefully vacate the premises and handover to the Corporation all Articles, equipment's, furniture and other fixtures belonging to the Corporation and entrusted in his custody and shall remove all his stores and effects. In case of any default to this effect, the Corporation shall be entitled to enter into and take possession of any premises that may have been under unauthorized occupation of the Contractor or his Staff/Representatives within STC, AJMER and lock-up the same or remove his stores or their effects wherever lying and dispose off the same by sale or otherwise without any notice and the Corporation shall not be liable for any damage arising out of such act/s and the Corporation shall also forfeit the Security Deposit without assigning any reason for such forfeiture.
- 12) The Contractor shall not exhibit any Signboard, Nameplate or Advertisement within or outside the STC Premises.
- 13) The contractor shall provide three different types of uniform (clothes) as follows for ease of identification:
 - a) For Managers / Supervisors
 - b) For Canteen workers AND
 - c) For Housekeeping workers at the cost of contractor.

- 14) For security reasons, the Contractor shall provide the bio-data (in such format as may be prescribed by STC) along with valid photo-identity proof, photograph and residence proof- Aadhar card, PAN Card, Bank Details of all the employees appointed by the contractor for the purpose of running the Canteen, Housekeeping services and General Maintenance activities and also in respect of any new employees appointed by the contractor before they are engaged for working STC by the contractor. Change of persons as and when affected to be informed to the Competent Authority of STC. The C.A. shall be the final authority in deciding the appointment, deployment or replacement of manpower shall be final and binding on the contractor.
- 15) The Contractor shall, at its own cost, also carry out police verification of the personnel engaged by it and deployed at the STC Premises
- 16) The Contractor shall issue identity cards under its own name and trademark to its employees deployed for rendering the said services, which at STC's option would be subject to verification at any time. The STC may refuse the entry into its premises to any worker of the Contractor for not carrying/having such identity card.
- 17) All personnel employed by the Contractor shall have to be declared medically fit for handling food & certified for fitness before engagement by the Contractor and periodically i.e. once in a year thereafter. Routine Medical check-up to be conducted once in a quarter for all the persons deployed for preparing food, serving the food and washing the utensils will be arranged by the Contractor from a Government authorized Medical Institution/ Hospital/ Doctor/ Practitioner, at half yearly intervals or as and when may be advised by the Corporation, at Contractor's cost and the medical fitness certificate(s) shall be submitted to the Corporation. No persons will be deployed in STC without proper medical check-up.
- 18) The Workers / Staff shall have no presumptive right, whatsoever, of absorption in the Services of the Corporation.
- 19) **The staff employed by the Contractor shall be the Contractor's employees & the Corporation shall in no way be responsible for their Wages, Salaries, Bonus, Gratuity or any Compensation, Notice Pay, etc. as per Labour Act applicable.**
- 20) The staff of the contractor should not cause any nuisance/disturbance to the normal functioning of the Corporation.
- 21) In times of occasional scarcity of water, the Contractor shall ensure, at his own cost, availability of modern safe alternative modes of these resources and ensure that the operations/programs of the Corporation are not adversely affected in any manner.
- 22) Nothing herein contained shall purport or operate to declare, assign limit or extinguish, whether in present or in future, in favor 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 absolute property of the Corporation and it vests in the name of the Corporation.
- 23) The Contractor shall not appoint any minors or persons prohibited by law for the purposes of assisting the Contractor in carrying out the Contractual obligations.
- 24) The Contractor shall, on the direction of the Principal, STC, AJMER, immediately dismiss from work any staff/employee who may, in the opinion of the Competent Authority, be unsuitable or incompetent

or who may have committed any misconduct and such person shall not be again employed or allowed entry in the STC premises, without the permission of the Competent Authority.

- 25) The Contractor shall keep the Corporation, its Officers and employees safe and harmless and indemnified from and against all losses, suits, damages, cost charges, claims and demands whatsoever including claims under the Workmen's Compensation Act, 1923, or any law in force, which the Corporation, its Officers or employees may become liable to pay for the reason or in consequence of any injury to any person or persons or to any property either belonging to the Corporation or any third party whether resulting directly through any accident or otherwise to life or property while running the Canteen from the Canteen Premises or while carrying out any housekeeping jobs in STC premises, breach of the obligations stipulated herein under or any other omissions attributable to the Contractor, its representatives, employees, agents etc. Such damage, injury or loss to life or property shall be made good / indemnified and / or shall be paid immediately by the Contractor.
- 26) Upon breach by the Contractor of any of the terms and conditions governing the Contract, and/or upon the Contractor failing to comply with the directions/orders issued/passed by the ADA. / the Government of Rajasthan / the Union Government / any other Competent Authorities and/or upon the Contractor, renewal of any license and keeping all the contracts in force, 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, Housekeeping & General Maintenance activities in a satisfactory manner and/or if the Contractor is adjudicated insolvent and / or the Contractor fails to make any arrangement with his creditors and / or if any attachment or execution is levied on any of the property of the Contractor, the Contract shall be liable to be terminated.
- 27) The Contractor shall indemnify the Corporation against all claims which may be made under the Workmen's Compensation Act or Rules there under or under any law or rules of compensation payable in consequence of any accident/injury sustained by any person in the Contractor's engagement / employment for the purpose of Catering, Housekeeping & General Maintenance Contract.
- 28) The Contractor shall forthwith, at its own cost and expenses, comply with any requisitions issued by the Corporation / Competent Authority pertaining to any matters in connection with the Catering, Housekeeping & General Maintenance Services by the Contractor.
- 29) If any worker of the Contractor indulges in theft, negligence or any illegal activities, the Contractor shall immediately terminate the employment of such employees.
- 30) The Contractor being the employer in relation to workers employed by him/her shall be solely responsible and liable to pay wages/salaries to such persons. The wages/ salaries shall be as fixed or prescribed and paid as per the Minimum Wages Act 1948 or by the Chief Labour Commissioner (Central), Government of India, Ministry of Labour & Employment, or by Rajasthan State Government whichever is higher as applicable for the appropriate category of workers as employed by the Contractor from time to time.

- 31) Maintenance of all types of records in respect of the staff employed by the Contractor will be the Contractor's sole responsibility and to be furnished to the Competent Authority as & when called for.
- 32) The Corporation has right to counter check the attendance of the employees engaged by the contractor (Canteen, Housekeeping and General Maintenance).
- 33) The Contractor shall pay wages as per the Minimum Wages Act to his/her workmen and maintain such records as may be required and these records may be called for verification by Principal, STC AJMER. The Contractor shall confirm in writing to STC, Ajmer that such wages have been disbursed to his/her workmen latest by 10th of the following month.
- 34) The Contractor shall, at all times, be liable to indemnify and keep indemnified STC, AJMER against any such claims/damages on account of injury/disability/death of any of its workers caused while providing the Services to STC, which may be made under the Employees Compensation Act 1923 or any other Acts or Statutory modifications thereof or otherwise for or in respect of any claim for damage or compensation payable in consequence of any accident or injury sustained by the workers of the Service Provider 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.
- 35) The Contractor shall, at all times, be liable to indemnify and keep indemnified STC, 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 employees / personnel during the hours of providing the Services at STC's premises or before and after that.
- 36) The Contractor shall comply with the instructions issued by STC from time to time relating to the performance of the Services, duties and obligations under this agreement. The Services rendered by the Contractor shall be subject to regular review by STC, and its decision as to the quality thereof shall be final and absolute.
- 37) The Contractor shall abide by the applicable STC 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.
- 38) The Contractor represents and undertakes that:
 - (i) He/She has full power and authority to enter into the agreement with STC and perform the Services and it has the necessary expertise to duly perform the Services under this agreement.
 - (ii) He/She shall render the Services and perform its 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 Contract, or as are issued from time to time by STC for the performance of the Services to the satisfaction of STC, AJMER.
 - (iii) He/She shall be responsible for all Corporate and Personal Taxes that may be applicable as per Statutes prevailing and as may be applicable, from time to time, and the Contractor shall not hold STC responsible for any liability in this connection.

- (iv) He/She shall be responsible for ensuring that all workers / staff engaged by the Contractor to provide Services to STC shall hold at all times the necessary expertise and shall abide by STC's instructions, specifications, procedures, standards, guidelines, and time frames at all times during the performance of the Services.
- 39) STC shall have the right to deduct from the money due to the Contractor, any sum required or estimated to be required, for making good the loss suffered by any worker, by reason of non-fulfillment of the conditions of the Contract for the benefit of the workers, non-payment of wages or of deduction made from their wages which are not justified by their terms of the Contract or non-observance of the Regulations.
- 40) Nothing in this Contract shall be deemed to create any Partnership, Joint Venture, Agency between STC, AJMER and the Contractor / his representatives and employees and nothing herein shall deem to confer on any party, any authority to incur any obligation or any liability on behalf of the other party.
- 41) The Contractor is an independent Contractor and not an employee, agent, associate or authorized representative of STC, AJMER/ LIC and the Contractor undertakes that it shall not undertake any obligation or liability in the name of or on behalf of STC/Corporation, whatsoever.
- 42) Nothing in this Contract shall by implication or expression be taken to mean that any of the persons deployed/engaged by the Contractor for rendering the Services, are employees of the Corporation / STC, Ajmer or engaged by STC, Ajmer . 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 STC be liable for any payment or claim or compensation [including but not limited to compensation on account of injury, death, termination].
- 43) If, at any stage, it is revealed that the documents /Certificates / testimonials submitted by the Contractor are forged or have been manipulated, the work order issued to the Contractor shall be cancelled and Security amount deposited with STC shall be forfeited without any claim whatsoever on STC and the Contractor shall be liable for action as appropriate under the relevant laws.
- 44) Without prejudice to any of the rights or remedies under this Contract, if the Contractor dies, STC shall have the option of terminating the Contract without compensation to the legal or other heirs of the Contractor.
- 45) STC shall accept no liability explicit or implicit for, nor any financial or other consequences arising from, sickness, injury, damages or death of the personnel of the Contractor, of the staff members or of any sub-Contractor or agent or of any person performing on their behalf any work under the present Contract, including the time spent in travel, nor for any damages which may arise by reason of the neglect or default of any of them.
- 46) The Contractor will not link the payment of wages to the workers with settlement of his catering and maintenance monthly bills by STC.
- 47) The Contractor shall raise the invoice/bill monthly for Housekeeping & Fortnightly

- for Catering and STC shall agree to pay such invoice/bills on monthly basis, as per terms and conditions of the Tender/Contract. All payments to the Contractor shall be made by NEFT/RTGS subject to deductions, withholding of all applicable, taxes and charges from time to time in force.
- 48) Payment of bills will be made on monthly basis through NEFT only, provided that the Catering & Housekeeping Services provided were / are satisfactory during the month and subject to deduction of Income Tax, GST, penalty imposed, if any, as per terms and conditions of this Contract.
- 49) The Contractor will deduct ESI contribution and Provident Fund contribution of the employees from the Minimum Wages of the workers at prevailing rates and remit the same with the appropriate Authorities along with Employer's Contribution of ESI and PF as per the prevailing rates that are applicable at the time of payment / disbursement.
- 50) Contractor will be required to submit the attested photocopies of deposit challans showing the individual figure of deposit of contribution of Provident Fund and ESI of employees' and employers' share deposited with appropriate authorities for the previous month along with the monthly bill. All statutory payments shall be made by the Contractor to his staff for which no reimbursement shall be made by STC, AJMER to the Contractor, which shall be reimbursed only on production of valid receipt.
- 51) The Contractor shall specify the persons who shall act as his / her 'authorized representative'; 'Manager' / 'Supervisor'. The Contractor or his/her authorized representative or Supervisor or Manager must be present at all times in STC premises. The Contractor must visit the premises at least once in a week and/or whenever required and contact the person authorized by the Principal, STC to look into Catering, Housekeeping & General Maintenance matters.
- 52) Any deficiencies in the Services should be addressed immediately on being pointed out by such Authorized Person.
- 53) It is the exclusive responsibility of the Contractor to ensure due and timely compliance with all relevant and prevailing laws, rules and regulations and other allied instructions issued by the Government Authorities from time to time, pertaining to the employment of workmen.
- 54) The Contractor is not entitled to assign / transfer howsoever the benefit or burden of the Contract to any other person or Firm.
- 55) 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 anytime deemed appropriate, with retrospective effect.
- 56) 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.

- 57) The Security Deposit paid by the Contractor will be retained with STC, Ajmer without interest and the same shall be refunded to the Contractor upon termination of the Contract, subject to recoveries, if any, towards outstanding dues / charges/ compensation /penalties.
- 58) Whenever the Contract is terminated by the Corporation for any wrongful act/omission by the Contractor, the Contractor shall not be entitled to any compensation whatsoever or for refund of the Security Deposit.
- 59) STC, AJMER reserves the right to cancel or terminate this Contract by giving thirty days 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 3(three)months notice to STC, in writing and in either event, the Contractor shall hand over the peaceful and vacant possession of the space (accommodation) provided in the tender/Contract.
- 60) The Contractor shall hand over forthwith all the articles provided to him by the Corporation. In the event if any of the items are found broken or damaged, the Contractor shall either replace the same or pay necessary replacement cost as the Corporation may specify.
- 61) The Contractor shall not sub-contract its obligations under this Tender to any third party without the prior written approval of the Contractor.
- 62) In the event of the pre-mature termination by either party to the Contract or expiry of the Contract, it shall be obligatory on the Contractor to continue providing the Services on the same terms and conditions as provided in this Contract, till such time STC is able to make any alternative arrangement and/or STC agrees in writing to allow the Contract or to discontinue.
- 63) In addition to rights of termination vested with the Parties elsewhere under this Tender, either Party may terminate the present engagement by providing 30 days prior notice to the other Party. In the event of such termination, the Corporation shall be liable for making payments of only such services as may be availed by the Corporation till the date of such termination. Upon the expiry of the notice period, the Contractor (including its employees) shall vacate the STC premises along with its belongings and equipment's and provide vacant and peaceful possession of the same to the Corporation. The Corporation shall be entitled to dispose off such equipment's and belongings as may be left behind by the Contractor and that the latter shall have waived any rights in respect of the same. If the Contractor continues to occupy the STC campus after the expiry of the notice period, the Corporation shall have the right to withhold the Security Deposit provided by the Contractor to the Corporation and be entitled to charge occupancy charges at the rate of Rs 500/- per day from the Contractor.
- 64) The Corporation shall have the right to terminate the engagement of the Contractor by providing 30 days prior notice to the Contractor for on account of the breach/omission of the Contractor to comply with terms and conditions contained herein.
- 65) The Corporation shall be entitled to terminate the engagement of the Contractor forthwith in the event if the Contractor becomes insolvent, makes any assignment / transfer for the benefit of third party/creditors or files voluntary bankruptcy or if any insolvency proceedings are initiated against the Contractor.

- 66) 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 and sought explanation for from the Principal, STC whose decision in the matters shall be final and binding on the Contractor.
- 67) Any other matter relevant to but not covered in the Contract shall also be decided by making reference to the Principal, STC, whose decision will be final and binding on the Contractor.
- 68) Uniform for the Supervisors and Workers: The Contractor shall arrange to provide uniforms along with shoes to the Supervisors and other workers within 15 days of award of work. The design/colour/quality/fabric of the uniform will be different for Supervisors, , Canteen staff and other workers. The cost of the uniform and shoes for the Supervisors and other workers shall be borne by the Contractor. The Contractor has to ensure that the uniforms are maintained properly and always kept neat and clean by the workers deployed by him. The Contractor shall be responsible for providing new uniform and shoes if the same are damaged by his workers before its replacement is due. The cost of such replacement shall also be borne by the Contractor. The Contractor shall be responsible for washing /ironing /maintenance /pre-mature replacement of the uniform and expenses thereof shall be borne by the Contractor. Accordingly, provision thereof may be kept while quoting the rates in the financial Bid.
- 69) All questions, disputes and / or difference arising under or in connection with this Catering, Housekeeping and General Maintenance Services Contractor in anyway touching or relating to or concerning the construction, meaning or effect or the terms herein, shall be referred to a Sole Arbitrator mutually appointed by the Parties and the same shall be in accordance with the Arbitration and Conciliation Act, 1996 as amended till date. Any Award passed by the Sole Arbitrator shall be final and binding on the Parties. The place of arbitration shall be Rajasthan Jurisdiction. The language of the arbitration shall be English
- 70) This Contract is to be construed in accordance with the laws of India. The Parties hereto irrevocably submit to the exclusive jurisdiction of courts at Rajasthan.
- 71) The Contractor shall not be entitled to any compensation from STC,AJMER on account of termination of the Contract.
- 72) NO DUES CERTIFICATE should be submitted when the contract is cancelled/Terminated/Completed for refund of Security amount