

Zonal Training Centre, "Jeevan Vidya", **Plot No 81-A, Sector-18, Gurugram - 122015** Contact: 0124-2342815 Ph. No.: 0124-2342814 e-mail nz_ztc@licindia.com

TENDER DOCUMENT

For Providing Catering, Housekeeping and General Maintenance Services On Contractual Basis At L.I.C Of India, Zonal Training Centre, (Northern Zone), GURUGRAM (HARYANA)

TECHNICALBID(PART-I)

&

FINANCIALBID(PART-II)

Tender Ref No : ZTC/GeM/2023-24/Tender-01 dt 07.08.2023 Total Pages: 82 Price Rs 590/- (Incl GST)

Dated: 07.08.2023

AT: GURUGRAM

TENDER DOCUMENT for providing Catering, Housekeeping & General Maintenance Services at LIC Of India, ZTC, Gurugram

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PART-I Technical Bid

NOTICEINVITINGTENDER

The Corporation invites Sealed Tenders for providing Catering, Housekeeping & General Maintenance Services at the LIC, ZTC Campus located at the above address for a period of 1 (one) year, extendable upto another 1 (one) year further by 1 (one) more year (i.e. 1+1+1), if required subject to satisfaction of the Competent Authority of the Corporation at same rates, terms & conditions, are invited from interested and eligible Contractors/Agencies as per the Minimum Eligibility Criteria.

- SI.No. Details **Particulars** 07.08.2023 Date of Publishing of Tender 1 Rs 590/- (Rs Five Hundred Ninety only inclusive of Tender Document Fees (Non-2 refundable) GST) Site visit by Bidders at ZTC Campus On 14 August, 2023 3 Pre Bid Meeting (Date, Time & Place) On 16.08.2023 at 14:30 hours 4 LICI, ZTC, Plot No-81-A, Sector 18, Gurugram On 28.08.2023 upto 11:30 hours Last Date of receiving Tender Fee 5 & EMD by DD Last Date and Time for submission On 28.08.2023 upto 14:00 hours 6 ofTender on GeM Portal Date and Time of Opening of On 28.08.2023 at 14:30 hours 7 Technical Bids Date and Time of Opening / Will be decided after evaluation of technical bids 8 Publication of Financial Bids 9 Earnest Money Deposit (EMD) Through DD only for Rs 2,70,000/-(Rupees Two Lakh seventy thousand Only) Validity of Tender 180 Days 10
- I. Important information for Bidders:

II. <u>General Instructions:</u>

a. The Tenders are invited from the interested parties in prescribed format through GeM Portal under Two Bid System Technical Bid (Part-I) and Financial Bid (Part-II).

Manner of Submission of Bids: Tender should be submitted through GeM portal only. Tenders sent in person or by Post, Courier, E-mail or Fax will not be considered.

1. Earnest Money Deposit (EMD): in the form of a Demand Draft for Rs 2,70,000/drawn on any Nationalized / Scheduled Bank in favor of "Life Insurance Corporation of India", payable at Gurugram & for Rs.590/- (incl GST) towards Tender fees along with KYC Particulars (Copy of PAN CARD and Address Proof) should be sent to The, Director, LIC of India, Zonal Training Centre, Gurugram on our above address on or before 28.08.23 upto 11:30 hours.

Please note: S canned copy of Demand Draft alongwith PAN CARD should be sent to following mail <u>nz ztc@licindia.com</u> on or before 28.08.23 upto 14:00 hours.

- 2. No other form of payment will be accepted for submission of EMD. At the back of the Demand Draft, the name of the Bidder should be clearly written with the caption "EMD for Tender for providing Catering, Housekeeping and General Maintenance Services on contractual basis at ZTC, LICI, GURUGRAM" (HARYANA) & "Tender fees for tender". Tenders submitted without EMD shall be rejected outright.
- 3. The Tender Documents, complete in all respects, addressed to 'The Director, LIC of India, Zonal Training Centre (NZ), Gurugram should be uploaded on GeM portal on or before 28.08.2023 upto 14:00 hours by the Bidder. ZTC, Gurugram shall not be responsible if the Tenders are delivered elsewhere / or are delivered beyond the stipulated time due to delay attributable to any reason whatsoever.
- 4. It may be noted that the submission of the Tender itself shall be construed as acceptance of all the Terms and Conditions of this Tender by the Bidder.
- 5. Bidder should qualify for the Eligibility Criteria as stated in the Tender document failing which; such bid(s) shall be rejected.

Exemption: In case of Micro and Small Enterprises (MSE) vendors who have registered with the Director of Industries (DI)/ District Industries Centre (DIC) by filling Entrepreneurs memorandum (Part II) will be exempted from Tender fees and EarnestMoney Deposit subject to submission of proof of registration.

- 6. Zonal Training Centre, Gurugram reserves the right to reject any or all of the Tenders in part or full without assigning any reason(s) or cancel the whole process, at his /her sole discretion, without assigning any reason(s) whatsoever.
- 7. Corrigendum if any shall be published in our LIC's website <u>www.licindia.in</u> under "Tender" section only and on GeM Portal.
- 8. The demand draft to be sent, at the following address:-The Director,
 LIC of India, Zonal Training Centre,
 "Jeevan Vidya" Plot No 81-A,
 Sector-18, Gurugram – 122015 (HARYANA)
- LIC-ZTC-Gurugram Tender for Catering Housekeeping & General Maintenance

9. A Pre-bid meeting shall be scheduled at ZTC, Gurugram at the address given above at 14.30 hrs on 16.08.2023. Any clarification/ modification given by the ZTC, Gurugram after pre-bid meeting shall become a part of original tender, wherever required.

- 10. Corporation may, at its discretion, extend the deadline for submission of Tender by issuing an addendum on our website www.licindia.in and GeM Portal in which case all rights and obligations of the Bidder previously subjected to the original deadline shall be subjected to the new deadline
- 11. The Tender submitted after the deadline/ extended deadline, if any, for submission shall not be acknowledged / given cognizance to.
- 12. The Bidder shall, under no circumstances, be permitted to modify / withdraw his / her Tender, once submitted.1
- 13. The Technical Bids shall be opened on 28.08.2023, at 14.30 hrs. at ZTC, Gurugram.
- 14. Financial Bids of only Technically Qualified Bidders will be opened after evaluation of technical bids. The designated Committee of ZTC, Gurugram shall open the Tenders Conditional bids (if any) shall be summarily rejected.
- 15. Prior to opening of Financial Bid, Technical Bid of each Bidder shall be opened for determination of the following:
 - a. Whether the Bidder fulfills the Eligibility Criteria as mentioned in this Tender Document.
 - b. Whether the Bidder has strictly adhered to the procedure laid down for submission of the Tender as enumerated in the Tender Document under the caption "Instructions to the Bidders".
 - c. Whether the Tender submitted is duly signed and rubber stamp of the Bidder's establishment is affixed, wherever prescribed.
 - d. Whether all the requisite documents as per "List of Documents" are attached.
 - e. Whether the Bidder has submitted DD/RTGS/NEFT towards Earnest Money Deposit and Tender Fees.
- 16. In order to satisfy itself about the nature and quality of services rendered by the Bidder, ZTC,(NZ) Gurugram, may depute its Official(s) or authorized representative(s) to visit the Institute/ establishments mentioned by the Bidder. Besides, ZTC may also call for any Original documents/ testimonials for verification in support & compliance of technical criteria as laid down in the tender document. The Bidder should extend full cooperation to Officials /representatives of ZTC, Gurugram so that necessary verification is completed without any delay. In case the Bidder fails to cooperate or where, after verification it is revealed that Bidder does not fulfill the criteria as laid down in the Tender Document, then his /her bid would be considered as non-responsive and his/her financial bid will not be processed further.
- 17. The Technical Bids of those bidders, where ZTC, Gurugram after its scrutiny/ inspection / Investigation/ verification is satisfied with regard to compliance of technical criteria, as laid down in the Tender Document, will be declared as found responsive.

LIC-ZTC-Gurugram Tender for Catering Housekeeping & General Maintenance

- 18. Guidelines for submitting the Financial Bid:
 - a. Basis of calculation used by ZTC, Gurugram in Financial Bid:
 - i. For Catering:
 - 1. Monthly average no. of trainee-days 1300
 - 2. Manpower required for Catering 12 (Refer Annex.14 for wage bill)
 - b. Housekeeping charges quoted per month. (Cost of material + Service Charges + Wages).
 - c. It has to be assumed that for non-training days, individual rates should be quoted as mentioned in Sr No 1 to 7 of Financial Bid.(Non Package Rates)

d. Average No. of participants per month and average number of trainee days are as per data based on previous 3 years i.e. from 2018-19, 2019-20 & 2022-23 . 2020-21 & 2021-22 is not considered as data is not comparable due to online training sessions.

- 19. A Meeting of all Bidders shall be arranged on 16.08.2023 at 14.30 hrs (Wednesy). Bidders or his authorized representative should attend this meeting and can inspect the premises also on this date.
- 20. No increase in the amounts, quoted by the selected Bidder, shall be entertained during the duration of the contract and extension period, except maximum increase of 5% in catering rates (on base rate), considering inflation in genuine circumstances and subject to approval of the Competent Authority, may be considered as more specifically mentioned in the "Terms and Conditions governing the Scope of Contract" of this Tender Document.
- 21. No Corrections/ Alterations/ Overwriting in the Financial Bid shall be accepted.
- 22. Any Tender/ Bid not complying with requirements/ conditions either wholly or partially is liable for rejection.
- 23. Conditional Tenders / Bids will be summarily rejected.
- 24. Award of the Scope of the Tender: The Scope of the Tender will be awarded to the successful evaluated Bidder whose Tender/Bid is found responsive and lowest as a whole for the Catering, Housekeeping and General Maintenance Services as per terms and conditions incorporated in this tender document.
- 25. Notification of Award of the Scope of the Tender: Prior to the expiry of Tender validity period or any such extended period, ZTC, Gurugram will inform the successful Bidder in writing by letter/ E-mail/ Fax that his/ her Tender/ Bid has been accepted.
- 26. Corporation reserves the right, at its sole discretion, to reject any Tender which is found to be unrealistic and unreasonable.
- 27. The Corporation reserves the right to add / alter / modify any / all of the Terms and Conditions of this Tender Document, as also the right to reject any / all of the Tenders received without assigning any reason whatsoever.
- 28. Offers should strictly be in accordance with Tender terms & conditions, Scope of Work / specifications. Vendors to carefully study all the documents/ annexure and understand the conditions and specifications, before quoting rates and submitting the tender. In case of doubt, written clarifications
- LIC-ZTC-Gurugram Tender for Catering Housekeeping & General Maintenance

should be obtained, but this shall not be a justification for request for extension of due date for submission of bids.

- 29. Bids submitted after the due date and time of closing of tender or not in the prescribed format is liable to be rejected. The Corporation does not take any responsibility for any delay in submission of tender. No claims on this account shall be entertained.
- 30. Every Endeavour has been made to avoid errors which can materially affect the basis of tender and successful vendor shall take upon himself and provide for risk of any error

which may subsequently be discovered and shall make no subsequent claim on account thereof.

31. The movable and immovable properties being granted access to be given on as is, where is basis. The applicant is required to satisfy themselves regarding the state of movable and immovable properties. The Corporation shall not be liable for any claims/ loss/ expenses etc. incurred by the applicants in respect of or arising out of the state of the movable and immovable properties.

32. The Corporation reserves the right to seek clarification/ seek additional documents from the bidders, verify the originals and credentials of the bidders, if required.

33. The Corporation reserves all the powers and rights to reject or accept any or all tenders or any part thereof without assigning reasons which may be noted.

Director ZTC Gurugram

GENERALTERMS AND CONDITIONS

A. Introduction

Zonal Training Centre (ZTC), (NZ) LIC of India, Gurugram (hereinafter referred to as "ZTC") is a Training Centre of the Life Insurance Corporation of India (hereinafter referred to as "LICI" or "Corporation") which has been established to impart training to its Officers, Employees and Agents from the States Delhi, Haryana, Himachal Pradesh , Jammu & Kashmir, Laddakh, Punjab, Rajasthan and occasionally from All Over India to develop their professional and managerial skills. The ZTC has been developed as a well contained infrastructure at the premises situated at:

Life Insurance Corporation of India

Zonal Training Centre (NZ)

"Jeevan Vidya" Plot No. 81-A, Sector-18, Gurugram – 122015 (Haryana)

The ZTC Campus is more particularly described under Schedule-1.

The ZTC is desirous of engaging Catering, Housekeeping & General Maintenance Services at the ZTC Campus of Corporation located at the above address for a period of 1(one) year, extendable up to another 1 (one) year further by 1 (one) more year (i.e. 1+1+1).

B. **Definitions**

Following terms shall have the below mentioned meanings unless otherwise specified-

- 1) "LIC" or "LICI" or "Corporation" shall mean the Life Insurance Corporation of India, established by the LIC Act of 1956.
- "ZTC" or "ZTC, Gurugram" shall mean the Life Insurance Corporation of India, Zonal Training Centre, situated at – Gurugram 122015
- 3) "Tender" shall mean the Tender for carrying out Catering, Housekeeping and General Maintenance Services at ZTC, Gurugram.
- 4) "Contractor" / "Bidder" / "Applicant" shall mean the individual /proprietor /Firm /Vendor /Company who is submitting the present Tender.
- 5) "Competent Authority" shall mean the Director/ In-charge, LIC of India, Zonal Training Centre, Gurugram-122015 or any other Official as may be authorized by him/her.
- 6) "Session" shall mean Actual Training Session and Session Day/s means actual training day/s (As described point 5.7 in Part III Catering Services)
- 7) "Non-Training days" means days prior and post days for arrival and departure of the trainees.

C. Minimum Eligibility criteria of the Bidder:

The Bidder must fulfill the following minimum eligibility criteria:-

- The Bidder may either be an individual or sole proprietorship or partnership or an incorporated and registered public or private limited company. A Joint Venture shall NOT be allowed to participate in the present Tender process.
- 2) The Bidder must have or to open an Office in Delhi NCR (Delhi, Gr./Noida, Gurugram, Ghaziabad & Faridabad), within 60 days from the date of award of the tender.

- 3) The Bidder must possess at least 3(three) years of experience in execution of Catering, Housekeeping & General Maintenance Services in Government Offices, LIC/PSUs, Banks and other reputed firm/organization.
- 4) The Bidder must have at least 50 persons on pay roll.
- 5) The Bidder must have an Average Annual Turnover of at least 75 lakhs. Annual turnover of any 3 out of the last 5 Financial Years from 2018-19 to 2022-23 for calculation of Average Annual Turnover will be taken.
- 6) The Bidder should possess valid (In force) license from the Labour Commissioner under the Contract Labour (Regulation & Abolition) Act, 1970 and maintain the same throughout the term of its engagement with the Corporation.
- 7) The Bidder should possess valid (In force) Provident Fund (PF) Registration Number under EPF Act 1952 with P.F. Department in Haryana and maintain the same throughout the term of its engagement with the Corporation.

8) The Bidder should possess valid (In force) ESI Registration Number under ESI Act 1948 with ESI Authorities in Haryana and maintain the same throughout the term of its engagement with the Corporation.

- 9) The Bidder should possess valid (In force) GST Registration Number and maintain the same throughout the term of its engagement with the Corporation.
- 10) The Bidder should have obtained requisite permission/ license, duly renewed if applicable, for providing Catering, Housekeeping and General Maintenance Services from concerned department of Central/ State/ Municipal Authorities/ Local Authorities.
- 11)) Successful Bidder shall have to pay Security Deposit @ 10% of Annual estimated contract value in the form of a Demand Draft drawn on any Scheduled Bank in favour of "Life Insurance Corporation of India", payable at Gurugram within 15 days from the date of issue of the Acceptance Letter. The Security Deposit paid by the successful Bidder will be retained with ZTC, Gurugram without Interest and the same shall be refunded to the Contractor upon completion of the contract on any circumstances.
- 12) The bids received from Individual/ Firm/ Organization including its Partners / Shareholders / Directors who have been blacklisted prosecuted/ terminated by any departments/ Statutory Bodies anywhere in India or by any Court of Law or had been removed before the expiry of the validity of the contract, shall not be considered.
- 13) The Bidder should neither have rescinded/ abandoned/ terminated any Catering Services Contract and/or Housekeeping and General Maintenance Services Contract Awarded by any of his clients before the expiry of stipulated period of contract nor have been black listed or placed under suspension by any Government, Semi Government or PSU organization(s) / any office of LIC of India, for his / her lapses while providing Catering Services and/or Housekeeping and General Maintenance Services.

- 14) The Bidder should submit a solvency certificate obtained from a nationalized scheduled bank within last six months of the date of Notice inviting this Tender for at least Rs. 40 Lakh (Forty lakh only).
- 15) The Bidder must not have been, at any time, declared as insolvent or should not be a subject matter of insolvency proceeding pending before any court of law, should not be convicted for any offence by any authority and should not be declared defaulter in respect of payment of Minimum Wages, PF, ESIC and other statutory liability in respect of the workmen and no proceeding for attachment bepending against the Bidder.
- 16) The Bidder must not have been prosecuted or must not have been imposed upon with any penalty / punishment / fine for violation of any Labour Laws by any Labour Authority/ Competent Court.
- 17) The Bidder should not be a sub-contractor to any other entity or person nor should have, at any time, sub-let any contract awarded to the Applicant to any other person.
- 18) The Bidder must furnish appropriate declarations and undertakings as mentioned in the "List of Documents" on Page No. 12 of this Tender Document, while submitting the Tender.
- 19) The Bidder should not have formed or be a part of any "cartel" at any time for processing any contract including the present Tender.
- 20) The Bidder should not have suffered from any disqualification from rendering Catering and Housekeeping and General Maintenance Services at any time in respect of matters not enumerated herein.
- 21) The Bidder should not stipulate his/her own conditions or any alternative/ conditional Proposals.
- 22) The Tenders shall be valid for a period of at least six months (180 days) from the date of opening of the tender. If the Tenderer withdraws/ amends/ derogates the tender in any respect during this period of validity of the offer, his services will be suspended.
- 23) Non-disclosure of relevant information or furnishing of incorrect / untrue information / documents will result in disqualification of the Tender so submitted.

D. Conflicting Relationship of Bidders

Bidders related to one another or managing/having the same business but under different names shall not submit bids separately under different names. In the event if violation of such condition is found, the Corporation reserves the right to disqualify each of such Bidders along with forfeiting the Deposit made by each such Bidder shall be forfeited if any. If the above fact is brought to the notice of the Corporation after the award of the present Tender, then the Contract shall be terminated forthwith without any notice requirements. , If the above fact is noticed after the award of the Scope of the Tender then the contract will automatically be terminated and the Security Deposit shall be forfeited / Earnest Money Deposit of each of such Bidder shall be forfeited.

In addition to this, the Corporation also reserves the rights to blacklist such Bidders.

E. Cost of Tendering

The Bidder shall solely bear the entire cost associated with the preparation and submission of his / her Tender and the Corporation shall not be responsible in any case or liable for these costs regardless of the outcome of the Tendering process.

EarnestMoney Deposit(EMD)

Every Bidder is required to remit Earnest Money Deposit of Rs.2,70,000-(Rupees Two Lakh seventy thousand only) in the form of a Demand Draft drawn on a Nationalized / Scheduled Bank favouring **"Life Insurance Corporation of India"** payable at **Gurugram** Or by NEFT/RTGS . In the event of the Tender being rejected or not being found responsive, the Earnest Money Deposit paid by the Bidders shall be refunded without interest within 21(twenty one) days from the date of Acceptance Letter issued to the successful Bidder without any interest. The Earnest Money Deposit paid by the Bidder is liable to be forfeited if after submitting the Tender, the Bidder withdraws and / or modifies his / her Tender, or if the successful Bidder fails pay the Security Deposit.

F. Financial Bid

The Bidder shall submit his / her offer for providing services as specified in the chapter titled "Terms and Conditions governing the Scope of Tender" of this Tender Document, by filling in the requisite rates in the Financial Bid which is Part- II of this Tender Document on GeM Portal.

G. Scope of Tender

The Bidder whose Tender, upon evaluation of all the Tenders received, is considered as the most suitable i.e. the successful Bidder shall be permitted by Life Insurance Corporation of India to use the Zonal Training Centre(NZ), Gurugram Premises situated at'LIC of India, Zonal Training Centre, (NZ) "Jeevan Vidya", Plot No. **81-A, Sector-18, Gurugram - 122015** for the purpose of Catering, Housekeeping & General Maintenance Services on contractual basis in consonance and in compliance of the terms and conditions governing the Scope of the Tender and the Contract that may be entered into and for the term as enumerated therein.

H. Security Deposit

Successful Bidder shall have to pay Security Deposit @ 10% of Annual estimated contract value In the form of a Demand Draft drawn on any Scheduled Bank in favour of "Life Insurance Corporation of India", payable at Gurugram within 15 days from the date of issue of the Acceptance Letter. The Security Deposit paid by the successful Bidder will be retained with ZTC, Gurugram 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.

Failure of the successful Bidder to comply with this requirement shall constitute sufficient ground for automatic cancellation of the award of the Scope of the Tender and forfeiture of the Earnest Money Deposit paid by such Bidder

List of Documents to be attachedby the Bidder withTechnicalBid

- Application Form duly completed by the Bidder with detailed information of the Bidder (as per Annexure 1)
- 2. Bio-data of Bidder duly filled in (as per Annexure 2)
- 3. Compliance Report duly completed (as per Annexure 3)
- 4. Declaration regarding Non-participation of near relatives of employees of ZTC G u r u g r a m (as per Annexure 4)
- Affidavit regarding non-blacklisting/prosecution (on a non-judicial stamp paper of Rs 100/-duly notarized (as per Annexure 5)
- 6. License and Registration Particulars of the Bidder(as per Annexure 6)
- 7. Details of work of Catering and Housekeeping Services done by the Bidder (as per Annexure 7)
- 8. Summary of Financial Data of the Bidder duly certified by CA (as per Annexure 8)
- 9. Copy of Partnership Deed (in case of Partnership Firm)/Copy of Memorandum of Association / Article of Association in case of Company
- 10. Proof of Identity of the Bidder in the form of Voter-ID Card/ Passport/ Driving License/ Aadhar Card/ PAN Card (Self attested photocopy). Aadhar Card is compulsory.
- 11. Proof of Residence of the Bidder or his/her Office in the form of Ration Card / Passport / Driving License/ Aadhar Card/Voter Identity Card (Self attested photocopy)
- 12. Proof of number of employees on roll.
- 13.. PAN Card for both, Individual as well as for the Establishment of the Bidder (Self attested photocopies)
- 14. Income Tax Returns for any 3 out of last 5 Financial Years of Individual as well as of the Establishment of the Bidder along with duly certified Profit & Loss statement and Balance Sheet. (Self attested photocopies) along with confirmation of filing of ITR for all relevant Years.
- 15. Solvency Certificate from Nationalized / Scheduled Commercial Bank.
- 16. Experience Certificate from existing customer(s), organizations where the contractor has provided Catering , House-keeping & General Maintenance Services (at least one)
- 17. Provident Fund Registration Certificate (self attested Xerox copies).
- 18. ESIC Registration Certificate (self attested Xerox copies).
- 19. G.S.T. Registration Certificate (self attested Xerox copies).
- 20. Self-attested photocopy of valid and renewed License under Shop & Establishment Act
- 21. Self-attested photocopy of valid and duly renewed License to engage contract labourers under the Contract Labour (Regulation & Abolition) Act, 1970.
- 22. Food License under FSSAI (Self attested Xerox)
- 23. Integrity pact (Annexure 12) on ₹100/- non judicial stamp paper.
- 24. All pages of the Bid dated 07.08.2023 duly signed and stamped by authorized person.
- 25. Declaration in Schedule-2

Originals of the photocopies given above, wherever applicable, shall necessarily be verified by the Corporation. The Bidders not submitting the aforesaid enclosures may be disqualified from the technical bid.



Application Form of Tender

Annexure 1

To **The Director,** L.I.C. of India, Zonal Training Centre, (NZ) "Jeevan Vidya", Plot No: 81-A, Sector-18, Gurugram - 122015

Madam/Sir,

Re: In the matter of Tender for Catering, Housekeeping & General Maintenance Services at Zonal Training Centre, Gurugram

Pursuant to your Notice inviting Tender dated 07.08.2023 and the Eligibility Conditions, Scope of Tender, Terms and Conditions and all other requirements as mentioned in the Tender Document dated 07.08.2023 in the matter of Catering, House-keeping & General Maintenance Services contract, I / we, whose names and signature is / are appended here-in-below representing the Establishment whose Stamp / Rubber Seal is also affixed here-in-below hereby submit my / our Tender for being appointed as your Contractor.

I / We have inspected the Dining Halls, Hostels, Auditorium, Classrooms, Administrative Building, etc. at Zonal Training Centre, premises as per schedule-1 and I am / we are satisfied that the ZTC premises and the Furniture & Fixtures, etc. provided at the ZTC premises are appropriate & meets the requirements to provide Catering, Housekeeping &General Maintenance Services.

I/We agree to keep my/our Tender open for acceptance for a period of 180 days after the last date of receipt of the Bid and I/we further agree not to revoke my/our Tender at any time during the said period.

I/We hereby declare that I/ we have read and fully understood the terms relating to submission of the Tender and I / we hereby state that my / our Tender be evaluated for considering its responsiveness

only if I/we have submitted my/our Bid in consonance and in compliance of the terms relating to the submission of the Bid as enumerated in your Tender Document dated 07.08.2023.

I / We hereby state, declare and undertake that if my / our Tender is considered as the most responsive and I am / we are declared as the successful Bidder, I / we shall provide Catering, Housekeeping & General Maintenance Services at the rate quoted by me/we in the Financial Bid.

I / We hereby state, declare and undertake that on being declared as successful Bidder, I

/ we shall provide Catering, Housekeeping & General Maintenance Services in consonance with and strictly in compliance to the terms and conditions governing the Scope of the Tender.

I / We hereby state, declare and undertake that on being a successful Bidder, execute the Contract Agreement as and when called upon to do so within the period as stipulated therein.

As required in the Tender Document, I / we have submitted the Demand Draft (s) towards Earnest Money Deposit of Rs 2,70,000/- and Tender fees of Rs 590/- (Rupees Five Hundred ninety Only) (Strike off whichever is not applicable)

I / We do, hereby state and declare that I / we, whose name and signature/s is / are given / Appended herein below [representing the Establishment whose Stamp / Rubber Seal is also affixed Herein below] have neither filled in this Bid under any other name or under the name of any other Establishment otherwise nor I am / we are, in any way, related or concerned with the Establishment Or any other Entrepreneurs who have filled in the quotation for providing Catering, Housekeeping & General Maintenance Services to ZTC, Gurugram.

I/We have filled in the Bid and submitted my/our Bid with the full knowledge of the liabilities and therefore, I/we shall not raise any objection or dispute in any manner relating to any action taken, including forfeiture of the Security Deposit and Blacklisting, for having given any information, which is found to be incorrect and flouting the instructions enumerated in the Tender.

I / we hereby state &declare that I / we, whose name(s) &signature(s) is / are appended below, have not been prematurely removed from any Organization / Firm nor have abandoned any Catering services, Housekeeping and General Maintenance contract.

I / We further agree and undertake that in the event of it being revealed subsequently (after the Scope of the Tender is awarded to me/us that any information given by me/us in this quotation is false / incorrect. I/ we shall compensate the Corporation for any such losses or inconvenience caused to the Corporation in any manner and will not resist any claim for such compensation on any ground whatsoever.

I/We further agree and undertake that in the event the Scope of the Tender is terminated for the reason(s) enumerated in the "Terms and Conditions governing the Scope of the

Tender", I / we shall not claim any amount by way of damages or compensation.

I / We hereby state, declare and undertake that on being a successful Bidder, I / we shall deposit remit the Security Deposit within the stipulated period of 15 days and execute the Contract Agreement as and when called upon to do so within the period as stipulated therein.

I / We have filled in the Bid and submitted my / our Bid with the full knowledge of the liabilities and therefore, I / we shall not raise any objection or dispute in any manner relating to any action taken, including forfeiture of the Security Deposit and Blacklisting, for having given any information, which is found to be incorrect and flouting the instructions enumerated in the Tender.

I/We further declare that I/we have fully read and understood the entire Tender Document consisting of 82 pages and the contents thereof and I / we agree to comply with all the Terms and Conditions mentioned therein in letter and spirit.

In witness of what is stated hereinabove, I / we have put my / our respective signature along with the Rubber Stamp / Seal of the Establishment which I / we represent on this _____ day of _____ 2023.

Place:_____

Date :_____

Rubber Seal/ Stamp of the Proprietary Partnership Firm/Company Signature of the Proprietor(s)/ Firm / Partners / Director of Company

Detailed information of the Bidder's (Proprietor(s)/ Partners / Director(s) of Company/Firm)

[PLEASE STRIKE OFF IF NOT APPLICABLE. PLEASE DO NOT LEAVE BLANK]

a) Name of the Bidder	
[IN BLOCK LETTERS]	
Type : Individual or sole proprietorship or partnership or an incorporated and	
registered public or private limited	
company	

b) Residential Address of the	
Bidder	
[IN BLOCK LETTERS]	
PIN	

c) Office Address of the Bidder	
[IN BLOCKLETTERS]	
PIN	

d) Signature/s of the Bidder/s:	
e) PAN Number of the Bidder	
f) AADHAAR Number of the Bidder	

Rubber Seal/ Stamp of the Proprietary Partnership Firm/Company Signature of the Proprietor(s)/ Firm / Partners / Director of Company

<u>Annexure3</u>

BIO-DATA FORM(Individual)

***Recent self-attested Color photograph Of the

Bidder

NAME OF THE BIDDER/S	
DATE OF BIRTH(*)	
SEX (M/F)	
EDUCATIONAL	
QUALIFICATION	
PAN Number of the Firm	
DESIGNATION:	
LOCAL ADDRESS /RESIDENCE	
TELEPHONE NUMBER	
LOCAL ADDRESS OFFICE	
TELEPHONE NUMBER	
PERMANENT ADDRESS(**):	
(RESIDENTIAL)	
PERMANENT ADDRESS	
(HEADOFFICE)	
OFFICE TELEPHONE NO:	
MOBILE	
e-Mail ID/ Office Fax No	

Name & Signature of the Bidder/s with Seal/Stamp of his/her establishment

(*) Proof such as self-attested photo copy of School Leaving Certificate, Birth Certificate, Passport, Driving License/ PAN Card is to be attached.

(**) Proof such as self-attested photocopy of Ration Card / Passport / Bank Pass Book/ Aadhar Card/ Electricity Bill (not more than 2 months old)/Telephone Bill (not more than 2 months old) to be attached.(***)Recent colour photograph of the bidder/s/partners are to be self attested & affixed.

To **The Director,** Zonal Training Centre, LIC Of India, Gurugram 122001

Dear Sir/Madam,

COMPLIANCE REPORT

Sub: Tenderfor Providing Catering, Housekeeping&General Maintenance Serviceson ContractualbasisatZTC Gurugram.

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

I/We will also comply with the requirements of various statutes, relevant to this contract, such as Contract Labour (Regulation and Abolition) Act, 1970, Contract Labour (R & A) Rules, 1971,EPF Act,1952, ESI Act (1948), The Industrial Disputes Act 1947, The Equal Remuneration Act 1976, Employees Compensation Act 1923 (Workmen's Compensation Act1923),The Payment of Bonus Act 1965, Payment of Gratuity Act 1972, Child Labour (Prohibition & Regulation) Act, 1986 as applicable and as amended from time to time and or any other Rules framed there under from time to time by the Central or State Government and or any other authority constituted by or under any law, for the category of persons deployed by me/us. (such as GST etc.)

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

I/We also have a valid License under Contract labour (R&A) Act, 1970 to engage contract labourers for providing Catering, Housekeeping & General Maintenance Services at ZTC, Gurugram.

Certified that I/We have read the Tender document (consisting of 82 pages) containing Notice inviting Tender, Eligibility Criteria, Instructions to Bidders, General Conditions, scope of work and all Annexures attached thereto and forming a part of Tender document.

I / We have read and understood the eligibility criteria and the terms & conditions of the contract and agree to abide by the same.

I/We have understood the contents of complete Tender document (Technical Bid as well as Financial Bid).

I/We undertake to abide by the terms and conditions as laid down in the Tender document and the Annexures & Schedules as stated above in case the Scope of Tender is allotted to me/us.

Place:_____

Date:_____

Name Signature of the Bidder/s with Seal/Stamp of his/her establishment



Declaration regarding non-participation of near relatives of employees in the <u>Tender</u>

I/We/Our Organization, including our Partners/Share holders/Directors hereby Certify that none of my/our relative(s) is/are employed in ZTC, Gurugram. In case at any stage, if it is found that the information given by me/us is false/incorrect, ZTC, Gurugram, shall have the absolute right to take any action as deemed fit without any prior intimation to me/us.

Place:_____

Date:_____

Name and Signature of the Bidder/s with Stamp/ Seal of his/her establishment

(AFFIDAVITON NON-JUDICIALSTAMPPAPEROF RS.100 REGARDINGNON-BLACKLISTING/PROSECUTION/TERMINATION) (To be notarized)

I / We hereby depose that neither me nor my / our Organization (name of the Organization)

including our Partners/ Shareholders / Directors have ever been blacklisted / prosecuted / Contract terminated/ before the expiry of the validity of the contract by any Organization/ departments/ Statutory Body/ies in any State or by any Courts of Law for lapses while rendering the services nor I/We have rescinded/ abandoned any Catering Services Contract and/or Housekeeping and General Maintenance Services Contract awarded by any of my clients before the expiry of stipulated period of contract and that I/ we have no criminal antecedent, and no person with criminal antecedent shall be placed on duty in the Zonal Training Centre of LIC of India situated at Gurugram.

Place:

Date:_____

Witness: Signature:

Full Name in Block Letters:

Address:_____

PIN:_____

Name & Signature of the Bidder/s Deponent With Stamp/Seal of his/her establishment

License and Registration Particulars of the Bidder

License/ Registration particulars with various Govt. Agencies for carrying out Catering and Housekeeping Services valid in Delhi /NCR is to be listed

SI. No.	ISSUING AUTHORITY	LICENCE / REGN. NO.	DATE OF ISSUE	DATE OF EXPIRY
1				
2				
3				
4				
5				
6				
7				

Place:

(Name & Signature of the Bidder/swith Seal/Stamp of his establishment) Date:

Details of Catering, Housekeepingand Maintenanceworkalready done in the past by the Bidder

SI. No.	Description of work	Full Name, Postal Address & Phone nos of Client/s	Annual Value of Contract	Date of Commence ment of work	Period of Contract
1					
2					
3					
4					
5					
6					
7					
8					

Place:

Date :

(Name & Signature of the Bidder/s with Seal/Stamp of Date his/her establishment)

(Additional sheet may be enclosed if the above space is insufficient.)

LIC-ZTC-Gurugram Tender for Catering Housekeeping & General Maintenance

Summaryof Financial Data of the Bidder

FINANCIAL YEAR	ANNUAL TURNOVER (in ₹.lakh)	PROFIT BEFORE TAX (in₹. Iakh)	TAX PAID (in₹.lakh)	REMARKS, IF ANY
2022-23				
2021-22				
2020-21				
2019-20				
2018-19				

DATA FOR LAST FIVE FINANCIAL YEARS:

I/We hereby declare that the details above are true and correct.

Place:

(Name & Signature of the Bidder/s with Seal/Stamp of his/her establishment) Date :

ANNEXURE-10

NOTICE SHOWING RATES OF WAGES etc

(Thisform is specimenonly, to be submitted along with Monthly Bill)

NAME OF THE WORKER	CATEGO RY OF WORKER	RATES OF WAGE S	HOURS OF WORK	WAGES PERIO D	DATES OF PAYME NT OF WAGES	NAME & ADDRESS OF INSPECT OR HAVING JURISDIC	DATE OF PAYMEN T OF UNPAID WAGES

Date:

Place:

SIGNATURE OF THE BIDDER

MONTHLY WAGE PAYMENT BILL FOR THE MONTH OF

(This form is specimen only, to be submitted along with Monthly Bill)

SI.No	NAME OF THE WORKER	CATEGOR Y OF WORKER	RATES OF WAGES	NO OF DAYS PRES ENT	ΝT	DATES OF PAYMEN T OF	S.B. A/C NO OF THE WORKER / SUPERVIS OB	NAM E OF THE BANK
1								
2								
3								
4								
5								
6	Total**							

This bill should accompany certified copy attendance register of all workers for the concerned month.

** This amount of wages paid for the month shall be part of monthly bill under head Wages Paid.

Date:

Place:

SIGNATURE OF THE BIDDER

PRE-CONTRACT INTEGRITY PACT

I. <u>General:</u>

ANNEXURE 12

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

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

NOW, THEREFORE,

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

Enabling the BUYER to obtain the desired said stores/equipment/item at a competition

price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and Enabling BIDDERs to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

II. Commitments of the BUYER

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

- b. The BUYER will, during the pre-contract stage, treat all BIDDERs alike and will provide to all BIDDERs the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERs.
- c. All the officials of the BUYER will report to the "Chief Vigilance Officer" of the Buyer any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

In case any such preceding misconduct on the part of such official(s) is reported by the

BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

III. Commitmentsof the BIDDERS:

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post- contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

- a. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- b. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract of any other contract with the government for showing or forbearing to show favour or disfavor to any person in relation to the contract of any other contract with the Government
- c. Foreign BIDDERs shall disclose the name and address of their Indian agents and representatives in India, and Indian BIDDERs shall disclose their foreign BUYERs or associates.
- d. BIDDERs shall disclose the payments to be made by them to their agents/brokers or any other intermediary, in connection with this bid/contract.
- e. The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/ integrator/authorized agent of the stores/equipment/items and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the

BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

- f. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries, including officials of the BUYER or their family members, if any, in connection with the contract and the details of services agreed upon for such payments.
- g. The Bidder will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- h. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- i. The BIDDER/Contractor will not commit any offence under the relevant India Penal Code (IPC) /Provision of corruption (PC) act. Further, the bidder will not use improperly, for purposes of competition or personal gain, pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- j. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- k. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- I. If the Bidder or any of the key personnel of the bidder, actively involved in the project is a relative of any of the actively involved personnel of the Buyer, the same should be disclosed.
- m. The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act, 2013.
- n. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee or the BUYER.
- o. The Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- IV. Previous Transgression
- a. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify; BIDDER's exclusion from the tender process.

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

V. Sanctions for Violations:

- a. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:
 - i. To immediately call off the pre contract negotiations without assigning any reason or giving any; compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - ii. The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
 - iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - iv. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
 - v. To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/recession and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - vi. To debar the BIDDER from participating in the future bidding processes of LIC for a minimum period of five years which any be further extended at the discretion of the BUYER.
 - vii. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract
 - viii. Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.
- b. The BUYER will be entitled to take all or any of the actions mentioned at Para 5.1(i) to (viii) of this pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- c. The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes this Pact.

VI. Fall Clause:

The BIDDER undertakes that it has not supplied/ is not supplying similar product/ systems/items or subsystems having same scope of work, payment terms and all other applicable terms and

conditions, at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage of Bidding process that similar product/systems or subsystems/itemswas supplied by the BIDDER to any other Ministry/ Department of the Government of India or PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

VII. Independent Monitors:

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

Name address of the Monitor(s):

Shri Rajni Kant Mishra, IPS (Retd.)

Ex Director General in BSF

B-1801, Amrapalli Sapphire, Sector -45,

NOIDA(Uttar Pradesh) PIN-201303

Email address : rkm592002@yahoo.co.in & rkmishra84@gmail.com

Mobile No. 97173-28500

Shri Arun Chandra Verma, IPS (Retd.)

Flat No. C-1204,

C Tower, Amrapali Platinum Complex,

Sector-119, Noida(U.P)

Email: acverma1@gmail.com

Mobile No. 8130386387

- b. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- c. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently. It will be obligatory for him to treat the information & documents of the Bidder as confidential.
- d. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- e. As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the Executive Director (E&OS), LIC.
- f. The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, LICI and recues himself/ herself from that case.

- g. The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings. The Monitor will submit a written report to the Chairman, LIC within 8 to 10 weeks from the date of reference or intimation to him by the BUYER /BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.
- h. If the Monitor has reported to the Chairman, LIC, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman LICI has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

VIII. FacilitationofInvestigation:

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

IX. Law and Place of Jurisdiction:

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

X. Other Legal Actions:

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extent law in force relating to any civil or criminal proceedings. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members. Changes and supplements as well as termination notices need to be made in writing.

XI. Validity:

- a. The validity of this Integrity Pact shall be from date of its signing and extend up to 12 months after the last payment under the contract. In case, BIDDER is unsuccessful, this Integrity. Pact shall expire after six months from the date of the signing of the contract.
- b. Should one or several provisions of this Pact turn out to be invalid; the remainder of this pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

XII.The parties hereby sign this Integrity Pact at.....on.....onBUYERBIDDER

Name of the Officer:	Designation
Deptt	
Witness	
1	1
2	2

LIC-ZTC-Gurugram Tender for Catering Housekeeping & General Maintenance

ANNEXURE 13

NODUES CERTIFICATE

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

DEED OF INDEMNITY EXECUTED IN FAVOUR OF THE LIFE INSURANCE CORPORATION OF INDIA, ZONAL TRAINING CENTRE, Gurugram (Haryana). (On Non Judicial Stamp Paper of Rs.100/- duly notarized)

This deed of indemnity executed on______at Gurugram by/ on behalf of (Name and address of the Catering, Housekeeping & General Maintenance Service Contractor favouring THE LIFE INSURANCE CORPORATION OF INDIA, ZONAL TRAINING CENTRE, (NZ) Gurugram (Haryana). (Herein referred to as the Director) having their office at THE LIFE INSURANCE CORPORATION OF INDIA, ZONAL TRAINING CENTRE), Gurugram (Haryana Witness as follows:

- 1. The Contractor had been working for the Director, ZTC, Gurugram (Haryana) for Providing Catering, Housekeeping & General Maintenance Services.
- 2. The Contractor had made a Security deposit of ₹__only for providing Catering, Housekeeping & General Maintenance Services.
- 3. The Contract for providing Catering, Housekeeping & General Maintenance Services on contractual basis has been completed by me on _/_/____ or the contract has been Terminated/ Cancelled by the Director/ Contractor w.e.f.
- 4. We have paid all dues of the workers engaged by us in ZTC for the aforesaid Catering, Housekeeping & General Maintenance Services Contract and have also paid all the bills of the materials purchased from various vendors/ suppliers during <u>the</u> period of the Catering, Housekeeping & General Maintenance Services Contract..
- 5. The Contractor having satisfied the ZTC that there are no outstanding dues of any sort and also that he has not caused any damage to the property of the ZTC and on the request of the Contractor the ZTC has agreed to refund the aforesaid Security deposit of Rs (Rupees _____ Only).
- 6. Now in the above premises and in consideration thereof Contractor agrees and undertakes as follows:
 - a. In the event of any dues to the workers found to be still unpaid or any amount found outstanding to the supplier of goods and articles purchased for the purpose of aforesaid Catering, Housekeeping & General Maintenance Service Contract as provided to ZTC or in the event of any damage, breakage or any other injury to the property of ZTC caused by the

Contractor or his workers, the contractor shall, on being required by the Director, pay and make good all those dues or damages forthwith.

b. In the event of delay or failure to pay or make good any amount in the above connection which the ZTC has to pay or make good any such bills or incur any expenses or defend any proceedings with regard to the above, the Contractor

_____(Name of the Contractor) hereby undertakes to indemnify the ZTC against all claims, demands, expenses, losses, proceedings and all liabilities of whatsoever nature.

- 7. We hereby confirm that we have complied with our all statutory duties and obligations as mentioned in the Tender, Agreement as well as various statutes as applicable to the Contract labour.
- 8. We also confirm having remitted all statutory deposits, as applicable, to the concerned authorities.
- 9. The Service Provider shall cooperate fully in defending any claim/s by any local, state or central authority against the Corporation with respect to any levies, taxes, duties, fines and/ or penalties etc. due and payable by the Service Provider and shall indemnify the Corporation fully and without limit, against the same. This provision shall survive the termination of this Agreement.

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

Witness:

1. Signature:

Name: Address:

2. Signature:

Signature of Bidder/s with seal/stamp Of his/her establishment

Name: Address:

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 Zonal Training Centre of the Corporation at Gurugram (Haryana) as described in Schedule-1

2. Equipment, Linen, Furnitureand Fixtures provided byZTC:

a. 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

b. 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:

a. Going by the past experience, it is observed that a manpower of at least 22 (Twenty one) 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:-

SI. No.	Designation	High/ Skilled / Semi skilled etc.	Minim um
1.	Manager cum Supervisor	High Skilled	2
2.	Hostel Receptionist (with English /Hindi /knowledge)	Skilled	2
3.	Plumber	Skilled	1
4	Washer man	Semi Skilled	1
5.	Classroom cum office Attendant	Semi Skilled	3
6.	Hostel Room Attendant	Unskilled	3
7.	Office Attendant	Unskilled	4
8	Sweepers (Bathroom cleaning and sweeping)	Unskilled	6
	TOTAL		22

b. The Contractor shall engage persons who are literate, well-behaved, trained and experienced—one as Receptionist (with computer operating knowledge) and as Manager/supervisor(s) whose name and updated contact number sought to be intimated to the office. The receptionist and 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 Receptionist and 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. At least 2 (two) attendants should be there to help/receive and while vacating the room.
- d. The Contractor shall provide at least technically qualified attendants 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 & Director. 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.
- e. The Contractor or his staff shall not indulge in any act which may hamper the peace or serenity of the campus of the Zonal 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.
- f. 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.
- g. The Contractor or his Staff shall notinvite or allow any guest / visitor of the Trainees / staff of the Contractor into the ZTC campus.
- h. The Contractor or his staff shall not undertake any gardening activities within the ZTC campus.
- i. 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.
- j. 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.
- k. 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.
- I. Smoking and/or consumption of alcoholic drinks is strictly prohibited within the premises of ZTC, Gurugram. 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. Isafflicted/suspected to beafflicted with, anycontagiousor communicable disease(s)
- iv. is reported to have consumed alcohol / drugs AND
 - v. Is reported to have misbehaved with trainees/LIC officials, etc.
- 4. <u>Services:</u>
- 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 ZTC), 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)
- 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 Check-out.
- 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 incharge / Designated Officer of ZTC, Gurugram 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.

- I. 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) candle and matchbox 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 Director, 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 shoe polish machine in good working condition.

- p. The Contractor shall keep Polish & cream available always at his own cost.
- q. The Contractor shall ensure proper storage and control of all linens (including curtains, Sofa covers, etc.).The cost of laundry 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 ZTC.
- r. The Contractor shall supply Toiletry kit containing soaps (like Hamam/ Lux/ Medimix/ Aloe-vera kanti), tooth brush, tooth paste, comb & shampoo 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.
- s. 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.
- t. It will be the responsibility of the Contractor to communicate immediately any complaint of Sickness, mishap, accidents etc. to the Programme-in-charge/ Director/Vice Principal/ Authorized persons of ZTC.
- u. 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 equipments 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).
- v. The Housekeeping Staff shall ensure that the lights and fans are put off in the entire Z.T.C. Campus, when not required (without compromising on safety of trainees/officials, etc.).
- w. 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 ZTC.

- x. 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.
- y. The Contractor shall ensure to take preventive measures to eradicate rats, cats, (bed bugs) and rodents from the Z.T.C campus. The cost of any damages to Z.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
- z. The Contractor shall carry out all class Room and office related rearrangements including shifting of furniture and other equipments within the ZTC campus/premises.
- aa. The Contractor shall provide safe and pure drinking water from water purifierprovided by office to the Trainees in their Class Rooms and Director's & Vice Principal's Cabins Personnel in the Faculty Rooms, Administrative Office etc. regularly as and when required.
- bb. 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.
- cc. 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/ZTC Employees/Guests.
- dd. 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.
- ee. The Contractor shall inform DHBVN Office 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 ZTC premises viz:
 - a. The entire Training Block, all main gates, security cabins, all 4 lecture halls, all bath-rooms & lavatories etc.
 - b. The entire Administrative block viz: Administration Hall, VP and Director cabin and Secretariat, IT room, Faculty halls, common area and bath-room & lavatories, library etc.
 - c. Docter's room, 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.
 - 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 CarpentryJobs 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 Zonal Training Centre campus, based on experience upto Rs.10,000/- 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) Repairs of items like automatic shoeshine machine, Vacuum-cleaners, etc.
- b) Replacement of batteries for wall- clocks, batteries for cordless mikes, collar mikes, repairing of canteen equipments,
- c. Repairing/replacing of any spare part of Canteen equipments 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,

- 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.

iii. Noting the "Water-Meter Reading" daily in the prescribed Log-Book which shall have to be placed before the authorized official of ZTC, Gurugram, daily at 1100 hours on all working days.

iv. 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 <u>10,000/-(Rupees ten Thousand) per</u> month. These repairs and /or replacements should be carriedout promptly without any lossof time.

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

- 7. <u>Checks:</u>
 - a) The Contractor shall ensure that the "Complaint Register" is scrupulously maintained at the Reception and submitted to ZTC 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 ZTC premises.
- d) With a view to ensure smooth and effective implementation of the Contract, the Director, ZTC, Gurugram 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 ZTC Gurugram at least twice in a month and also whenever Director / Committee / administration calls for meeting/visit.

8. <u>PenaltyClause</u>/T<u>ermination</u>

Whenever the quality of Housekeeping/Maintenance Services are found unsatisfactory based on (a) Feedback by Trainees; (b) Report of internal Committee(s) of ZTC, Gurugram or (c) observation by Administrative Officials, the Director, or any Officer so authorized, may, at his/her discretion:

- i. Make a deduction as per Annexure 'G' and the decision of the Director / Authorized Official shall be final and binding on the Contractor.
- ii. Based on feed backs received from participants (Excellent, Very Good, Good, Average) in a session,
- 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. Ratesand 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 ZTC, Gurugram) giving details of the Housekeeping and Maintenance Services rendered during the month.
- c) All Housekeeping/Maintenance activities, as listed in the Annexure 'F', should be recorded in the prescribed Register.

<u>Annexure F</u>

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 (IInd & 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 (on or before 10 th of February, May, August, November)	
11	Cleaning of the carpets of VIP Rooms, cabin of Vice-Principal & Director'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, Director'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, 11.30hoursand 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 washing and Ironing	Quarterly (on or before10th of every February, May, August, November)
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 (March, June, September and December)
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 before15th of every month)

25	Cleaning of Water-Coolers,	Weekly
26	Cleaning of fountain in the Training Block and refilling with fresh water every Monday and Drained out every Saturday.	Weekly
27	Cleaning of fans, lights, window frames, windowpanes, shutters, Venetian blinds, Doors, etc.	Quarterly (February, May, August, November every year) or whenever required
28	Ensuring operation of sewage/water Drainage	On and on-going basis
29	Changing of worn out /damaged water taps/Valves/pipes, etc.(upto Rs 1000 per	As and when required
30	General checking of all toilets, fittings And Sanitary accessories	Once a week (Every weekend)
31	General checking of all furniture/locking arrangement and their repairs, etc.	Once a week (Every weekend) or as & when required.
32	Cleaning Sweeping of terrace, clearing of rain water pipes of all terraces and roofs in ZTC campus.	Once in week

<u>Note</u>:

- 1) A Control Register as per proforma given by ZTC for all the above items is to be maintained by the Contractor and produced to Administrative Office of ZTC, Gurugram 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.

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

SN	Activity	Frequency	Min. Penalty From Monthly housekeeping Bill (Without GST)
1	Disposal of Kitchen garbage and leftover food in Dining Halls	Daily	Rs 500 per day
2	Disposal of waste papers, etc. from areas other than Kitchen and Dining Halls	Daily	Rs 500 per day
3	Cleaning of cobwebs.	Fortnightly (every IInd and IVth Saturday)	Rs.150 per room
4	Dusting of furniture (chairs, tables, Cup- boards, 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.500 (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.300 (per hostel)
10	Polishing of trophies, statues, etc. with metal cleaning material	Quarterly (On or before 10th of every February, May, August, November) Quarter month	Rs.1,000 (from the Bill of the resp month)
11	Cleaning of the carpets of VIP Rooms, Vice- Principal & Director's cabin, Auditorium &such other rooms, wherever applicable.	Weekly every Saturday.	Rs.100 (per room)
12	Cleaning of Toilets attached with the Director'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.500 (per room)
17	Changing and washing of bath towels of Hostel Rooms	Every alternate day & as and when any Training Session ends	Rs.500 (per room)
18	Changing and washing of Towels of Administration, Training & Dining Blocks	Twice a week (Monday and Thursday; before 0830 hours)	Rs.200 (per block)
19	Changing of Blankets and their washing and ironing.	Quarterly(on or before10th of every February, May, August, November	Rs.500 (per room)
20	Washing & changing / fixing of curtains, Sofa-Covers, etc. in Administration, Training Block, Canteen Block and Hostel Rooms.	Quarterly (January, April, July, October every year)	Rs.500 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 fountain in the Training Block And refilling with fresh water every Monday and drain out every Saturday.	Weekly	Rs.200
25	Cleaning of fans, lights, window- frames, window panes, shutters, Venetian blinds, doors, etc.	Quarterly (February, May, August, November every year)	Rs 20 (per item)
26	Changing of worn out / damaged water taps / valves / pipes, etc.	As and when required	Rs 50.00 (per item)
27	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
28	Maintaining and making available Different Control Registers to be prepared	As and when required	Rs. 500 per Register per month

29	Sanitization of ZTC premises	As and when required as per the MHA / State / Local Municipal Authorities	Rs 2000 per occasion
30	Cleaning Sweeping of terrace, clearing of rain water pipes of all terraces and roofs in ZTC campus.	Once in week	Rs.500 per occasion

CATERING SERVICES

1. <u>Scope:</u>

During the period of its engagement, the Contractor shall be fully responsible for the entire catering arrangement for the trainees and employees of ZTC at the ZTC training centre 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 12 persons (including One Manager, Two 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.

SI	Designation	High/Skilled/Unskilled	Minimum Number
1	Canteen manager	High Skilled	1
2	Cook	Skilled	2
3	Others	Unskilled	9
	TOTAL		12

- 2.2 The total number of staff employed shall be maintained as stated in 2.1 above to manage the activities of the training centre 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 ZTC campus. In case the workers are not found in proper uniform, ZTC 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 120 per day. Accordingly, ZTC will require 12 persons for catering activities. Except for reasons attributable upon the Force Majeure clause, if on any day less than 12 catering staff are present at the ZTC premises for performance of services, penalty equivalent to double the amount of daily wages payable will be deducted from monthly canteen bill.

3. <u>Equipments:</u>

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 ZTC (as per Annexure-B). The Contractor shall ensure that NO PLASTIC SHOULD BE USED.

- 3.2. The Contractor shall provide the Branded equipments 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 ZTC. The Contractor shall at all times keep and maintain all these articles in a clean, neat, hygienic and tidy order and condition. ZTC 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 b placing order with the Gas Company sufficiently in advance The Contractor should always keep the stock of at-least 3 filled cylinders.
- 3.5. In future, if any pipe-line gas supply is taken by ZTC, 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 equipments 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. <u>Waterand Electricity:</u>

- 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 Director, ZTC 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 ZTC are not adversely affected in any manner.
- 5. <u>Services:</u>
- 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, fish, meat, 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 ZTC, whenever called for.
- 5.5 All food items should be of reputed brands as listed in Annexure-'E'.
- 5.6 A separate cooking and storing arrangement and use of distinct / separate utensils shall be ensured for Vegetarian and Non-Vegetarian dishes. The non-vegetarian utensils are to be earmarked separately indicating "non vegetarian" and the same should not be used for cooking or serving of vegetarian items.
- 5.7 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 <u>MONTH</u>; even then the Contractor's catering services should be available for ZTC staff during such period.

- 5.8 The yearly average number of participants is 5706 for 3 financial years, 2017-18 to 2019-20 (The annual average number of 'Trainee days' being 15710 for the same period). Trainee days = No. of Participants x No. of Days of respective training session. Generally, the duration of training session varies from 2 days to 4 days. Periodically, continuous training may also take place. ZTC does not guarantee any minimum number of participants during any period. F.Y.2020-21 is not considered as data is not comparable due to E-sessions in COVID-19 pandemic
- 5.9 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.
- 5.10 However, for the session days, 'package rate' as mentioned in Financial bid shall be payable per participant per day.
- 5.11 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.
- 5.12 Leftover food will not be served under any circumstances (lunch leftover shall not be served or Dinner and vice-a-verse).
- 5.13 The Contractor shall supply following mentioned necessary items:
 - (1) Tea/coffee bag
 - (2) Milk sachet
 - (3) A packet sugar sachet/cubes and
 - (4) Stirrer to mix, And shall be kept in the rooms as per the occupants available in the registration list at the reception.
- 5.14 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.
- 5.15 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 Director, ZTC 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 ZTC.

- 5.16 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 ZTC.
- 5.17 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 Director ZTC or the official or the committee appointed by the Director ZTC.
- 5.18 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.
- 5.19 For Bed tea and coffee requirements, the Contractor must refill with necessary number of tea/ coffee bags, sugar sachet or cubes and milk sachet 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, Director, 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 ZTC, who shall be served coffee /tea /milk /biscuits /breakfast /lunch /snacks /dinner in this separate dining hall.
- 5.20 Coffee/tea flasks/kettle should be well maintained/ cleaned.
- 5.21 Timings prescribed by the Director, ZTC 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.
- 5.22 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 Director or anyone authorized by him/her. The menu once approved should be adhered to strictly. Deviation if any will be allowed by ZTC only in case of exigencies. The approved menu should be displayed prominently on a board inside the dining hall.
- 5.23 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'.
- 5.24 Utensils, cups, saucers, flasks (especially the rims), crockery, etc. should be scrubbed and cleaned thoroughly with branded cleansing agents (such as 'Vim' or 'Pril' or Teepol, etc.) and hot water. A thorough master cleaning ought to take place every weekend for all equipments, fixtures, utensils by removing the grime, grease, stains, oil, etc. and wiped well by clean cloth and dried.

- 5.25 Cost of cleaning material for cleaning of Dining Hall, Kitchen, Washrooms, (including providing branded liquid soap/hand wash) and utensils, equipments, etc. therein shall be borne by the Contractor.
- 5.26 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.
- 5.27 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.
- 5.28 All vegetables and fruits should be washed first with Aqua Guard water before taken up for processing. Aqua Guard water, available in ZTC, 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.
- 5.29 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.
- 5.30 Food should be cooked only in the ZTC 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.
- 5.31 Contractor shall obtain necessary license/permission/registration that is statutorily required prior to the commencement of work for providing catering services.
- 5.32 Contractor shall arrange for necessary groceries, vegetables, oil and other raw materials and consumables of repute brand where ever applicable at its own cost and expense.
- 5.33 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 where ever applicable. In other words the raw material shall meet high quality standards. The cooking oil shall not be reused for any purpose.
- 5.34 Use of any chemical enhancers, preservatives or artificial colour in any of the food preparation is strictly prohibited
- 5.35 Contractor shall not take out any material from the premises unless accompanied with proper delivery challan, duly signed by the Corporation.
- 5.36 The Contractor shall maintain all the equipments and accessories, provided by the Corporation, in good working condition. The Contractor shall bear all expenses incurred for upkeep & maintenance of these items / equipments. If in case the equipment is beyond repair, Contractor shall make full failure report of the same equipment and gets it approved from the Corporation. However, the decision of the Corporation in such matters shall be final and binding to the Contractor.

- 5.37 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.
- 5.38 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.

- 5.39 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.
- 5.40 Contractor shall make arrangements for transportation of cooked food material from canteen area to different locations as per requirement
- 5.41 Contractor shall immediately shift the used dishes for washing and the area shall be cleaned for immediate use of Contractor's responsibility
- 5.42 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 Director, ZTC 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 Director, ZTC 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 Director, ZTC 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 bag
 - Milk sachet and biscuits
 - A packet sugar sachet/cubes
 - Stirrer to mix

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 <u>Prohibited Food Items:</u>

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 Director, ZTC on each occasion and the Contractor will be solely liable for the consequences.

7. <u>Rates:</u>

- 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 ZTC on the previous day of training and the participants leaving ZTC 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 ZTC (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 bag, Milk sachet and a sugar sachet/cubes ,Biscuits, Stirrer to mix
 - 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 ZTC and such other persons as my be prescribed by ZTC at

50% of the rates mentioned in Annexure-'D' and the food items shall be served in the Canteen/office premises of ZTC. 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, officers or staff by issuing them with receipts for the amount received from them. ZTC 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 ZTC. The bill for the programme in charge shall be borne by ZTC 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 ZTC, 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 ZTC. 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. <u>Checks:</u>

- 8.1 The Contractor shall permit the concerned Authorities (Director, Vice Principal, Canteen Committee members and / or any official authorized by Director ZTC) of ZTC 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 Director / 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 ZTC officials to ensure quality.

- 9. Conditions:
 - 9.1 The Contractor shall maintain all furniture, equipments, fittings, premises etc in good condition provided to him and hand-over the same on termination of the contract. All the furniture, fixtures, equipments 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 equipments 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, Director, ZTC 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 Director 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 ZTC or anywhere within ZTC 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 Saturdayand 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:

NoImage: science of the systems1Aluminum Ladder big12Auto Shoe Shine Machine23Badminton Rackets84Bath Stools [Plastic]465Bath Towels3506Beds with Headboards947Bed-sheets(Double)218Bed-sheets(single)3909Blanket Cover10010Blanket Cover10010Blankets26811Carrom Boards with Stands112Chairs for reading table8413Comforter (Double)114Comforter (Single)415Curtains18416Dining Tables2417Dinning Chairs7618Door Mats4620Dust Bins4621Exercise Cycle123Geysers224Hangers18425Hostel Reception Desks126Hostel Reception Key Unit127Insect Catchers128Locks with two sets of keys9029Magazine Racks330Mattresses9231Mirrors with Dressing Tables4633Pelmets13834Pillows9036Plastic Buckets4637Side Tables4638Slipper8739Sofas (2 seater)8 <tr< th=""><th>Sr.</th><th>Particulars</th><th>Stock</th></tr<>	Sr.	Particulars	Stock
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9Blanket Cover10010Blankets26811Carrom Boards with Stands112Chairs for reading table8413Comforter (Double)114Comforter (Single)415Curtains18416Dining Tables2417Dinning Chairs7618Door Mats4620Dust Bins4620Dust Bins Big1521Exercise Cycle123Geysers224Hangers18425Hostel Reception Desks126Hostel Reception Key Unit127Insect Catchers128Locks with two sets of keys9029Magazine Racks330Mattresses9231Mirrors with Dressing Tables4632Mosquito Liquidator4633Pelmets13834Pillows9036Plastic Buckets4637Side Tables4638Slipper8739Sofas (2 seater)8	7	Bed-sheets(Double)	21
10Blankets26811Carrom Boards with Stands112Chairs for reading table8413Comforter (Double)114Comforter (Single)415Curtains18416Dining Tables2417Dinning Chairs7618Door Mats4620Dust Bins4620Dust Bins Big1521Exercise Cycle123Geysers224Hangers18425Hostel Reception Desks126Hostel Reception Key Unit127Insect Catchers128Locks with two sets of keys9029Magazine Racks330Mattresses9231Mirrors with Dressing Tables4632Polmets13834Pillows9036Plastic Buckets4637Side Tables4638Slipper8739Sofas (2 seater)8	8	Bed-sheets(single)	390
11Carrom Boards with Stands112Chairs for reading table8413Comforter (Double)114Comforter (Single)415Curtains18416Dining Tables2417Dinning Chairs7618Door Mats4619Dust Bins4620Dust Bins Big1521Exercise Cycle123Geysers224Hangers18425Hostel Reception Desks126Hostel Reception Key Unit127Insect Catchers128Locks with two sets of keys9029Magazine Racks330Mattresses9231Mirrors with Dressing Tables4632Pelmets13834Pillows9036Plastic Buckets4637Side Tables4638Slipper8739Sofas (2 seater)8	9	Blanket Cover	100
12Chairs for reading table8413Comforter (Double)114Comforter (Single)415Curtains18416Dining Tables2417Dinning Chairs7618Door Mats4619Dust Bins4620Dust Bins Big1521Exercise Cycle123Geysers224Hangers18425Hostel Reception Desks126Hostel Reception Key Unit127Insect Catchers128Locks with two sets of keys9029Magazine Racks330Mattresses9231Mirrors with Dressing Tables4632Pelmets13834Pillows9036Plastic Buckets4637Side Tables4638Slipper8739Sofas (2 seater)8	10	Blankets	268
13Comforter (Double)114Comforter (Single)415Curtains18416Dining Tables2417Dinning Chairs7618Door Mats4619Dust Bins4620Dust Bins Big1521Exercise Cycle123Geysers224Hangers18425Hostel Reception Desks126Hostel Reception Key Unit127Insect Catchers128Locks with two sets of keys9029Magazine Racks330Mattresses9231Mirrors with Dressing Tables4632Pelmets13834Pillows9036Plastic Buckets4637Side Tables4638Slipper8739Sofas (2 seater)8	11	Carrom Boards with Stands	1
14Comforter (Single)415Curtains18416Dining Tables2417Dinning Chairs7618Door Mats4619Dust Bins4620Dust Bins Big1521Exercise Cycle123Geysers224Hangers18425Hostel Reception Desks126Hostel Reception Key Unit127Insect Catchers128Locks with two sets of keys9029Magazine Racks330Mattresses9231Mirrors with Dressing Tables4632Pelmets13834Pillows9036Plastic Buckets4637Side Tables4638Slipper8739Sofas (2 seater)8	12	Chairs for reading table	84
15Curtains18416Dining Tables2417Dinning Chairs7618Door Mats4619Dust Bins4620Dust Bins Big1521Exercise Cycle123Geysers224Hangers18425Hostel Reception Desks126Hostel Reception Key Unit127Insect Catchers128Locks with two sets of keys9029Magazine Racks330Mattresses9231Mirrors with Dressing Tables4632Pelmets13834Pillows9036Plastic Buckets4637Side Tables4638Slipper8739Sofas (2 seater)8	13	Comforter (Double)	1
16Dining Tables2417Dinning Chairs7618Door Mats4619Dust Bins4620Dust Bins Big1521Exercise Cycle123Geysers224Hangers18425Hostel Reception Desks126Hostel Reception Key Unit127Insect Catchers128Locks with two sets of keys9029Magazine Racks330Mattresses9231Mirrors with Dressing Tables4632Pelmets13834Pillows9036Plastic Buckets4637Side Tables4638Slipper8739Sofas (2 seater)8	14	Comforter (Single)	4
17Dinning Chairs7618Door Mats4619Dust Bins4620Dust Bins Big1521Exercise Cycle123Geysers224Hangers18425Hostel Reception Desks126Hostel Reception Key Unit127Insect Catchers128Locks with two sets of keys9029Magazine Racks330Mattresses9231Mirrors with Dressing Tables4632Poquito Liquidator4633Pelmets13834Pillows9036Plastic Buckets4637Side Tables4638Slipper8739Sofas (2 seater)8	15	Curtains	184
18Door Mats4619Dust Bins4620Dust Bins Big1521Exercise Cycle123Geysers224Hangers18425Hostel Reception Desks126Hostel Reception Key Unit127Insect Catchers128Locks with two sets of keys9029Magazine Racks330Mattresses9231Mirrors with Dressing Tables4632Polmets13834Pillows9036Plastic Buckets4637Side Tables4638Slipper8739Sofas (2 seater)8	16	Dining Tables	24
19Dust Bins4620Dust Bins Big1521Exercise Cycle123Geysers224Hangers18425Hostel Reception Desks126Hostel Reception Key Unit127Insect Catchers128Locks with two sets of keys9029Magazine Racks330Mattresses9231Mirrors with Dressing Tables4632Poquito Liquidator4633Pelmets13834Pillows9036Plastic Buckets4637Side Tables4638Slipper8739Sofas (2 seater)8	17	Dinning Chairs	76
20Dust Bins Big1521Exercise Cycle123Geysers224Hangers18425Hostel Reception Desks126Hostel Reception Key Unit127Insect Catchers128Locks with two sets of keys9029Magazine Racks330Mattresses9231Mirrors with Dressing Tables4632Mosquito Liquidator4633Pelmets13834Pillows9036Plastic Buckets4637Side Tables4638Slipper8739Sofas (2 seater)8	18	Door Mats	46
21Exercise Cycle123Geysers224Hangers18425Hostel Reception Desks126Hostel Reception Key Unit127Insect Catchers128Locks with two sets of keys9029Magazine Racks330Mattresses9231Mirrors with Dressing Tables4632Mosquito Liquidator4633Pelmets13834Pillows9036Plastic Buckets4637Side Tables4638Slipper8739Sofas (2 seater)8	19	Dust Bins	46
23Geysers224Hangers18425Hostel Reception Desks126Hostel Reception Key Unit127Insect Catchers128Locks with two sets of keys9029Magazine Racks330Mattresses9231Mirrors with Dressing Tables4632Mosquito Liquidator4633Pelmets13834Pillows9036Plastic Buckets4637Side Tables4638Slipper8739Sofas (2 seater)8	20	Dust Bins Big	15
24Hangers18425Hostel Reception Desks126Hostel Reception Key Unit127Insect Catchers128Locks with two sets of keys9029Magazine Racks330Mattresses9231Mirrors with Dressing Tables4632Mosquito Liquidator4633Pelmets13834Pillows9036Plastic Buckets4637Side Tables4638Slipper8739Sofas (2 seater)8	21	Exercise Cycle	1
25Hostel Reception Desks126Hostel Reception Key Unit127Insect Catchers128Locks with two sets of keys9029Magazine Racks330Mattresses9231Mirrors with Dressing Tables4632Mosquito Liquidator4633Pelmets13834Pillows9036Plastic Buckets4637Side Tables4638Slipper8739Sofas (2 seater)8	23	Geysers	2
26Hostel Reception Key Unit127Insect Catchers128Locks with two sets of keys9029Magazine Racks330Mattresses9231Mirrors with Dressing Tables4632Mosquito Liquidator4633Pelmets13834Pillows9036Plastic Buckets4637Side Tables4638Slipper8739Sofas (2 seater)8	24	Hangers	184
27Insect Catchers128Locks with two sets of keys9029Magazine Racks330Mattresses9231Mirrors with Dressing Tables4632Mosquito Liquidator4633Pelmets13834Pillows9036Plastic Buckets4637Side Tables4638Slipper8739Sofas (2 seater)8	25	Hostel Reception Desks	1
28Locks with two sets of keys9029Magazine Racks330Mattresses9231Mirrors with Dressing Tables4632Mosquito Liquidator4633Pelmets13834Pillows9036Plastic Buckets4637Side Tables4638Slipper8739Sofas (2 seater)8	26	Hostel Reception Key Unit	1
29Magazine Racks330Mattresses9231Mirrors with Dressing Tables4632Mosquito Liquidator4633Pelmets13834Pillows9036Plastic Buckets4637Side Tables4638Slipper8739Sofas (2 seater)8	27	Insect Catchers	1
30Mattresses9231Mirrors with Dressing Tables4632Mosquito Liquidator4633Pelmets13834Pillows9036Plastic Buckets4637Side Tables4638Slipper8739Sofas (2 seater)8	28	Locks with two sets of keys	90
31Mirrors with Dressing Tables4632Mosquito Liquidator4633Pelmets13834Pillows9036Plastic Buckets4637Side Tables4638Slipper8739Sofas (2 seater)8	29	Magazine Racks	3
32Mosquito Liquidator4633Pelmets13834Pillows9036Plastic Buckets4637Side Tables4638Slipper8739Sofas (2 seater)8	30	Mattresses	92
33Pelmets13834Pillows9036Plastic Buckets4637Side Tables4638Slipper8739Sofas (2 seater)8	31	Mirrors with Dressing Tables	46
34Pillows9036Plastic Buckets4637Side Tables4638Slipper8739Sofas (2 seater)8	32	Mosquito Liquidator	46
36Plastic Buckets4637Side Tables4638Slipper8739Sofas (2 seater)8	33	Pelmets	138
37 Side Tables 46 38 Slipper 87 39 Sofas (2 seater) 8	34	Pillows	90
37 Side Tables 46 38 Slipper 87 39 Sofas (2 seater) 8	36	Plastic Buckets	46
39Sofas (2 seater)8			
39Sofas (2 seater)8			1
	39	••	8
	40	Solar Water Heating Systems	3

41	Stand Dryers	45
42	Table Tennis Bats	4
43	Table Tennis Board	1
44	Toaster	2
45	Towels Bath	242
46	Towels Hand	39
47	Tread mill machine	2
48	Vacuum Cleaner	1
49	Venetian Blinds	Dining hall
50	Wall Clocks	46
51	Ward Robes	96
52	Wash Basin Mirrors	46
53	Writing Tables	84

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

<u>ANNEXURE – B</u>

List of items and equipments that are provided in the Canteen Premises by L.I.C. ZTC and those items that are to be provided by the Contractor:

Provided by the Corporation	To be provided by the Contractor
24 tables and 76 chairs	Crockery such as plates, quarter plates, cups,
	saucers, glasses, juice glasses, etc
Kitchen with platform and storage space	Cutlery such as big spoons, small spoons, forks and knives etc
No of burners (cooking platform) = 4	Utensils as required
Gas Cylinders [19 kg.] Total 4 [cost of gas	Juicer
refilling to be done by contractor	
Bain-marie=1	Oven of recognized make and suitable size
Exhaust System, Deep-freezer	Utensils and equipment for buffet style dinner/lunch
Cylinder cabinet 2	Articles such as Tissue paper, napkins, etc.
Toaster = 2	Tandoor
Room with cup-boards for keeping	ldli steamer 1
Shelves [stainless steel] = 2	Dirty dish landing table = 2
Single sink unit = 2	Clean dish rack = 4
Light grinder = 1	Eagle Thermos Flasks (units) = 125
Wet Grinder = 1	Atta Kneading Machine = 1
Sink wash units = 2	Any other equipment as and when required.
Basins = 3	
5 water coolers each with Aquaguard water	
Refrigerator = 2	
Fixtures in Wash room = 1	
Fixtures in Bath room = 1	
Dosa Hot Plate = 1	

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. <u>Bed Tea:</u> Tea/coffee bag, Milk sachet and sugar sachet / cubes, biscuits two (Salted/sweet), Stirrer to mix – Qty 2(two) each per participant. 		On Arrival and Every day for next day
 A. <u>BREAKFAST:</u> 1. Corn flakes of reputed brands. (at least 50 gm) with m (200 gms) 	AND	8.00 a.m. to 10.00 a.m.
 2. Bread (min 3 pieces) with butter and jam 3. Egg (2 nos.) Boiled / Omelet / Half Fry / Scrambled AN 4. Any one of the following: 	AND ID	
Idli, Sambar with Chatni 03 Nos. (Chatni will be made from coconut /coriander /ginger / tomato/ groundnut) OR Chhole Poori. (4 Pooris)	n OR	
Stuffed Paratha with Achar/Curd 02 Nos.	OR	
Plain Paratha (03 Nos) with Subji Vada (03 Nos.) Sambar with Coconut Chatni	OR OR	
Poha 150 gms. 1 plate Masala-Dosa (1 No.) with Sambar& chutney	OR OR	
Pooris (5 Nos.) with AlooSubji/ Aloo Masala	OR	
Uttapam– (Plain/Onion/ Tomato) 2Nos.(Medium-size) with Sambhar and suitable chutney	n OR	
Upma with Chutney 150 gms. (1 plate) Aloo Paratha (2 Nos.) with Pickle/ Curd 5. Seasonal fruit - Banana/ Papaya/ Melon/ Orange/ Mar Grapes/ Guava/ Chiku/ Pine-apple 1 Plate (150gm) AND	OR ngo/ Apple/	
6. Coffee / Tea / Milk (with / without sugar) (150 ml.)		
B. Mid-session (Forenoon): Tea/ Coffee/ Mi Biscuits (Salted/sweet) Tea / Coffee / Milk (150ml) (With /without sugar)with biscuits(salted/sweet)		11.00 a.m. to 12.00 noon.
D. Lunch - Unlimited (except for sweet items)	12.45 pm to 2.00 pm	
 Veg Soup (Tomato /onion / palak/ chinese/ sweet-corn macaroni/ cream of veg./lemon coriander etc.) Chatni, Achar, Salad (Sprouts, cucumber, onion, toma 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, Govardhan) (List of curries to be given legumes like Rajma/Chana/ Chhole and Sprouts like Moong / Masoor)	1
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	
E. 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>F.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 - 2 pieces OR	_
Dalwada-1plate(4/5pieces) OR	_
Dhokla–4pieces OR	_
Kachoris 2 pieces OR	-
Veg. Cutlet 2piecesORBread-roll2piecesOR	-
Bread pakoda 2 pieces OR	-
Bhel-puri-1plate OR	-
G.Dinner-Unlimited(exceptfor sweetitems100 gm):	
1) Soup (Tomato /onion / palak/ chineese/ sweet-corn/	8.30 pm to 10.00 pm
macaroni/ cream of veg./lemon coriander /manchow soup etc.)	
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 (Good quality paneer of Amul, Govardhan) Two types of Seasonal Vegetables – (a) One dry includin vegetables like, green peas etc. (b) one curry dish(paneer at least twice a week) (List of curries to be g Rajma/ Chana/ChholeandSprouts like Moong/)	ig seasonal Good quality	
6) Rice (Plain/Jeera fry) / Vegetable Pulao / Fried Ric Khichdi	ce/Dal	
7) Sweets (100 gm):		
Kheer (sevai) / Rasagulla/ Gulab Jamun/ Sheera/ Malg / Balushahi/ Kala Jamun/ Fruit Salad with custard /Rice Kheer /Gajarhalwa/ Jalebi/ Moongdal halwa)/ IceCream/SujiHalwa//Malpuva, etc.	oua/ Laddoo/	
8) One non-vegetarian item:		
Chicken curry/Chicken masala /	OR	1
Egg curry (Egg curry only once a week)	OR	
Butter Chicken masala/ Chicken kadai	OR	
Fish Fry/Fish Masala/Fish curry	OR	
Roasted chicken	OR	
Chiken Biryani		1
9) Fruits (1plate/Min weight150gm) : Banana/ A Drange / Mango / Pineapple /Papaya/Melon/Orange A 'Upavas' items (for only those persons observing fa	AND	-
1)Kuttu Atta Puri/ Samak Rice/ Aloo subji	,	
2) Curd		-
3) Finger Chips (Potato) / Wafers AND		
4)Saboodana Kheer (100 gm) / Fruits		

<u>Note</u>:

- 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/ZTC Officials as specified above.
- c) No pre-portioning is allowed.
- d) Sounf, 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/non-vegetable curries shall be of at least 150ml size.

SCHEDULEOF RATESFOR THE FOOD ITEMSAS DETAILEDIN 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 <u>"FinancialBid"</u>

SI.	PARTICULARS	Rate Rs Per Day Per Person		
01	Tea/coffee bag, Milk sachet & sugar sachet/cubes , Biscuit (salted/sweet 2 each) Stirrer to mix – Qty 1 (one) each.	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 without 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 læpurchased from reputed shop on consultation with ZTC authority, if not prepared in house. Kheer, Sevian, fruit custard are to be prepared in milk				
Tea /tea bag	Like TajMahal, Brook Bond, Lipton, Tata Tea, Wagh Bakari etc.				
Pickles	Like Mother's Recipe, Nilons,				
Milk/milk products	Like Amul, Mother Dairy etc.				
Butter	Amul, Mother Dairy, Nutrela				
Jam (mixed fruit)	Kissan, Tops				
Sauce (tomato/chilli	Kissan, Maggi				
Chicken & fish	Fresh & Good Quality (chicken of Godrej, Venkeys, baramati Agro)				
Ice cream	Mother Dairy, Vadilal, Amul,				
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: ZTC, Gurugram 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.

COMMEN CONDITIONS

APPLICABLE TO BOTH CATERING SERVICES AND GENERAL MAINTENACE 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 clause number (7.8) of 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) 0.50% of the gross monthly bill of the Contractor (towards electricity & water charges) (C) 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 ZTC, Gurugram 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 Haryana/ 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 ZTC Gurugram

- 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 ZTC. 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 ZTC 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 Director or any Authorised Person / Committee of ZTC, Gurugram 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 ZTC. 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 favour of the Contractor with respect to the Canteen Block and/or ZTC 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 ZTC Premises at any time on termination of the Contract.
- of the his staff / 11) Immediatelv on termination Contract. the Contractor and representatives shall peacefully vacate the premises and handover to the Corporation all Articles, equipments, 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 ZTC, Gurugram 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 <u>not</u> exhibit any Signboard, Nameplate or Advertisement within or outside the ZTC Premises.

- 13) The contractor shall provide three different types of uniform (clothes) as follows for ease of identification: a) For Managers and 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 ZTC) 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 ZTC by the contractor. Change of persons as and when affected to be informed to the Competent Authority of ZTC.
- 15) The Contractor shall, at its own cost, also carry out police verification of the personnel engaged by it and deployed at the ZTC 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 ZTC's option would be subject to verification at any time. The ZTC 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 ZTC 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 <u>Corporation</u> <u>shall in no way be responsible</u> 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 favour of the Contractor any right, title, interest, whether vested or contingent, in the ZTC Premises that vests with the Corporation and the Contractor hereby agrees that the ZTC 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 Director, ZTC, Gurugram, 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 ZTC 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 ZTC 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 bv the P.C.M.C. / the Government of Haryana / 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 Haryana 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 h as r i g h t t o 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 Director, ZTC Gurugram. The Contractor shall confirm in writing to ZTC, Gurugram 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 ZTC, Gurugram against any such claims/damages on account of injury/disability/death of any of its workers caused while providing the Services to ZTC, 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 inconsequence 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 ZTC.
- 35) The Contractor shall, at all times, be liable to indemnify and keep indemnified ZTC, 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 ZTC's premises or before and after that.
- 36) The Contractor shall comply with the instructions issued by ZTC 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 ZTC, and its decision as to the quality thereof shall be final and absolute.
- 37) The Contractor shall abide by the applicable ZTC 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 ZTC 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 ZTC for the performance of the Services to the satisfaction of ZTC, Gurugram.

(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 ZTC 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 ZTC shall hold at all times the necessary expertise and shall abide by ZTC's instructions, specifications, procedures, standards, guidelines, and time frames at all times during the performance of the Services.
- 39) ZTC 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 ZTC, Gurugram 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 ZTC, Gurugram/LIC and the Contractor undertakes that it shall not undertake any obligation or liability in the name of or on behalf of ZTC/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 / ZTC, Gurugram or engaged by ZTC, Gurugram. 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 ZTC 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 ZTC shall be forfeited without any claim whatsoever on ZTC 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, ZTC shall have the option of terminating the Contract without compensation to the legal or other heirs of the Contractor.
- 45) ZTC 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 neglector 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 ZTC.
- 47) The Contractor shall raise the invoice/bill monthly for Housekeeping & Fortnightly

f or Catering and ZTC 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, Electricity bill and Water expenses, 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 ZTC, Gurugram 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' and 'Supervisor'. The Contractor or his/her authorized representative or Supervisor or Manager must be present at all times in ZTC premises. The Contractor must visit the premises at least once in a week and/or whenever required and contact the person authorized by the Director, ZTC 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 ZTC, Gurugram 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) ZTC, Gurugram 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 ZTC, 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 ZTC is able to make any alternative arrangement and/or ZTC 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 ZTC premises along with its belongings and equipments and provide vacant and peaceful possession of the same to the Corporation. The Corporation shall be entitled to dispose off such equipments 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 ZTC 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 2000/-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 Director, ZTC 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 Director, ZTC, 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 15days of award of work. The design/colour/quality/fabric of the uniform will be different for Supervisors, Receptionist, Room boys, 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 Haryana 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 Haryana**.
- 71) The Contractor shall not be entitled to any compensation from ZTC,Gurugram on account of termination of the Contract.
- 72) NO DUES CERTIFICATE in ANNEXURE 13 should be submitted when the contract is cancelled/Terminated/Completed for refund of Security amount

Director, ZTC, Gurugram, Haryana



Zonal Training Centre, "Jeevan Vidya" Plot No.81A, Sector 18 Gurugram, Haryana 122015

TENDER DOCUMENT (PART -II) FINANCIAL BID

For Providing Catering, Housekeeping and General Maintenance Services On Contractual Basis

At

Life Insurance Corporation of India, Zonal Training Centre (NZ), Plot No.81A, Sector 18 Gurugram, Haryana 122015

FINANCIAL BID TO BE UPLOADED ON GEM PORTAL AS GIVEN BELOW TO BE TYPED ON LETTER HEAD CORRECTIONS / ALTERATIONS / OVERWRITING WILL NOT BE ACCEPTED

Name and address of the Bidder:

(With Telephone No, Mobile No, e-mail, Fax No):

TENDER DOCUMENT (PART II): FINANCIAL BID

QUOTATIONFOR CATERING, HOUSEKEEPINGAND GENERALMAINTENANCESERVICES CONTRACT WITH L.I.C.OF INDIA, ZONALTRAININGCENTRE, GURUGRAM HARYANA 122015,

(All Figures should be rounded to nearest Rupee)

SI. No	Particulars	Rate(Rs) (In figures)	Rate(Rs) (in words)
1	Morning Tea/coffee bag, (Rate per head per day)		
2	Breakfast (Rate per head per day)		
3	Forenoon Tea / Coffee (Mid-session) (Rate per head per day)		
4	Lunch (Rate per head per day)		
5	Afternoon Tea / Coffee (Mid-session) (Rate per head per day)		
6	Evening Snacks(including Tea/Coffee/Milk)(Rate per head per day)		
7	Dinner (Rate per head per day)		
8	TOTAL COST/Package Rate(Sl. No. from 1 to 7 (P)		
9	Cost of Wages: For House Keeping, General Maintenance & Catering as per Annexure 14 (Q)		
10	Monthly Housekeeping & General Maintenance charges including material charges & any other cost (R)		
11	Service Charges: For Monthly Housekeeping, General Maintenance & Catering : Minimum@1.00% of Wage bill (S)		

(For details, refer the Technical Bid – Part I)

I. P X 1300*(No of Packages per month)		
Canteen Monthly Amount = (X)		Rs/- excl GST
(In Words)	
II. Housekeeping and Maintenance Monthly Amount = (Q+R+S)=Y		Rs/- excl GST
(In Words)	
III.Monthly Total Canteen + Housekeeping & Maintenance =X+Y		Rs/- excl GST
(In Words)	
IV. Annual Amount (Monthly Total = (X+Y) X 12		Rs/- excl GST
(In Words)	

Place :

Date :

Name & Signature of Bidder With Seal.

*1300 packages per month is an estimation/approximate figure to workout annual contract value.

<u>Note</u> : Due to MHA, GOI guidelines and Lockdown declared by Govt. in future if there is restriction on ongoing training activities at ZTC, it may be noted that even though final bid is decided on the basis of the Lowest Quote of Monthly Total quoted by the Bidder , the actual monthly payment will be paid depending on the basis of the actual ongoing activity/activities being held during that month for which the bill is raised , on the basis of rates quoted in the Financial Bid by the selected Bidder.

Annexure-14

Quotation for Cost of Wages: House Keeping, General Maintenance & Catering Services

<u>WAGE BILL (Q)</u>						
Particulars	High Skilled Workers	Skilled Workers	Semi Skilled Workers	Unskill e d Workers	TOTAL	
No of persons required (A)	3	5	4	22	34	
Basic with VDA as on date	973	897	816	736		
EPF(13% of Basic +VDA) :	126.49	116.61	106.08	95.68		
ESI (3.25% of gross wages) :	31.62	29.15	26.52	23.92		
Bonus (8.33% of Basic+VDA):	81.05	74.72	67.97	61.31		
Total wage per day :	1212.16	1117.48	1016.57	916.91		
Monthly wages for 26 days per worker (B)	31516.25	29054.55	26430.89	23839.63		
Total cost of monthly wages (AXB)	94548.75	145272.74	105723.57	524471.83	870016.88 (Q)	

Declaration for:

- Visit/or Inspection of ZTC, GURUGRAM campus has been done: Yes/NO:.....
- Manpower is available for immediate Deployment: Yes/NO:.....
- Canteen utensils, equipments available for immediate use: Yes/No....

Place:

Date:

Name & Signature of Bidder with Seal.

SPECIAL CLAUSES APPLICABLE TO FORCE MAJEURE CONDITIONS

- In the event of either party being rendered unable by Force Majeure to perform any obligations required to be performed by them under the Contract, the relative obligation of the party affected by such Force Majeure shall, upon notification to the other party, be suspended for the period during which the Force Majeure event lasts. The cost and loss sustained by either party shall be borne by the respective parties.
- 2. The term "Force Majeure" as employed herein shall include: (a) Act
 - of terrorism, riot, war, hostilities and civil war
 - (b) Natural Calamities e.g. earthquakes, flood, fire, hurricanes, typhoons
 - (c) Pandemics / epidemics
- 3. The affected party shall notify within 10 (ten) days of becoming aware of the occurrence of an event of Force Majeure, giving reasons for the event of Force Majeure preventing the affected party from, or delaying the affected party in performing its obligations under the Contract.
- 4. Both parties shall be obliged to comply with the rules, regulations, laws or instructions of Central and state Governments, applicable to such special circumstances.
- 5. If no classroom training is possible / feasible for any extended period of time, because of Government restrictions on travel and transport, such as those in vogue during the lockdown, declared in view of the Covid-19 pandemic:
 - (a) Catering Services will remain suspended till normalcy is restored; Bills for catering services will not be payable for such period.
 - (b) Manpower may not be required in full strength for providing housekeeping services; As such, contractor may be required to deploy only minimum required staff indicated in Tender document in consultation with Director, ZTC; Actual Manpower deployed will be reflected in Billing and Payments for Housekeeping services, but service charges will remain fixed and will not be proportionately reduced.
- 6. During the period of Force Majeure, these clauses shall take precedence over anything contained elsewhere in this tender document.

Schedule 1 The ZTC campuscomprises of:

- 1. One Hostel Blocks (G+2 floors) (having capacity to accommodate around 82 participants per day), with a total of 41 rooms each having attached Toilet and Bath, 1 (one electrical switch room in each block, 4 Guest rooms with attached toilets, and store rooms
- 2. One warden house,1 (one) reception counter,1 Doctor Room, VIP Dinning hall, One waiting room.
- 3. Canteen Block (inclusive of one kitchen, 1 Dining Halls)
- 4. Training Block (inclusive of 4 Class Rooms including 1 Computer TrainingHall, Electrical Switch Room, UPS Room and 2 toilets)
- 5. Auditorium with 1 attached toilets.
- One cabin each for Director' and Vice-Principal (with Attached toilets) & with attached Secretariat Rooms, Administrative Block (inclusive of 1 Library Hall, 1 Administrative Office, 14 Faculty Rooms, 1 Switch Room, 2 UPS Rooms, 2 toilets)
- 7. The connecting corridors/pathways to toilets and bath Rooms of (1) to (6) above.
- 8 Staircases, Terrace & open area only of the buildings including car parking area and open area.
- 9. One Diesel Generator
- 10. Oner Pump Rooms
- 12. 1 Bore-well.
- 13. H.T. Transformer area
- 14. The entire open area 3 (three) parking lots, drive-way, path-ways and the boundary walls. [excluding garden i.e. flowering plants, trees, jogging track and lawn],
- 15. Two (2) security cabins, Badminton Court.
- 16. Any further structural addition and/or modification

SCHEDULE-2

DECLERATION

Declaration for: Visit/or Inspection of ZTC, GURUGRAM campus has been done: Yes/NO: Man power is available for immediate Deployment: Yes/NO: Canteen

tensils, equipments available for immediate use: Yes/NO:

Place: Date:

Name & Signature of Bidder With Seal.

LAST PAGE OF THE TENDER DOCUMENT