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**LIFE INSURANCE CORPORATION OF INDIA**  
**ZONAL TRAINING CENTRE**  
PLOT NO 81-A, SECTOR-18,  
GURGAON



TENDER DOCUMENTS

**Catering Services on Contractual Basis**  
**At**  
**ZTC, GURGAON**

**TECHNICAL BID**  
**PART - I**

Please check that number of Pages are 54 (Fifty Four)

**Each Page of the Tender Document must be Signed &  
Stamped by the Tenderer**

**TENDER DOCUMENTS FOR PROVIDING  
CATERING SERVICES ON CONTRACTUAL BASIS AT  
ZONAL TRAINING CENTRE, LIFE INSURANCE CORPORATION OF INDIA,  
PLOT NO 81-A, SECTOR-18, GURGAON**

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## NOTICE INVITING TENDER

Zonal Training Centre, LIC, Gurgaon is a Corporate Training Centre of The Life Insurance Corporation of India which has been established to impart training to its officers to promote professional and holistic human resource development inter alia through skills and knowledge up-gradation/refurbishment of its personnel. The Training Centre located at Plot No 81-A, Sector-18, Gurgaon has been developed as a well contained residential facility.

Principal, Zonal Training Centre, Gurgaon invites sealed tenders for providing Catering Services at our Zonal Training Centre, L.I.C. of India, Plot No 81-A, Sector-18, Gurgaon (hereinafter referred as ZTC). The tenders are invited in prescribed format under two bid system - Technical Bid (Part-I) & Financial Bid (Part-II) - from the Catering Agencies possessing valid registration and license under Labour Department, Centre/Haryana Govt and rules framed there under & other relevant statutes including the ESI Act 1948 and EPF Act 1952, for Providing Catering Services in the Zonal Training Centre, Gurgaon **for a period of two years extendable up to three years under same rates terms & conditions.**

Tenderer/Bidder should qualify the eligibility criteria as stated in the tender document. Otherwise the bid shall be rejected.

The tender document can be obtained up to 07.03.2016 from Manager Admin/office of the Principal, Zonal Training Centre, Plot No 81-A, Sector-18, Gurgaon by depositing cash/submission of a non-refundable Demand Draft of Rs.500/- (Rupees Five Hundred only) drawn on any scheduled Bank in favour of "Life Insurance Corporation of India", payable at Gurgaon during all working days between cash hours i.e. between 10.00 AM to 3.00 PM from Monday to Friday and 10.00 AM to 12.30 PM on Saturday. The tender document can also be downloaded from Company's website [www.licindia.in](http://www.licindia.in). In case, the tender document is downloaded, the tender fee of Rs.500/- (non refundable) should be paid through a separate demand draft drawn on any Nationalized bank favouring "Life Insurance Corporation of India", payable at Gurgaon which must be enclosed with the Technical Bid (Part-I). The tenders for which Tender Fee is not paid shall be summarily rejected.

Each tender must be accompanied with an Earnest Money Deposit (EMD) in the form of a demand draft for Rs.30,000.00 (Rupees Thirty thousand only) drawn on any scheduled Bank in favour of "Life Insurance Corporation of India", payable at Gurgaon. No other form of payment will be accepted for submission of EMD. The said demand draft towards the earnest money must be attached with the Technical Bid (Part-I). At the back of the demand draft, the name of the Tenderer should be clearly written with the caption "Catering Services on contractual basis at ZTC, LIC, Gurgaon". Tenders submitted without EMD shall not be evaluated or considered.

The tender containing separate sealed envelopes (for Technical Bid Part-I & Financial Bid Part-II) should be submitted in a third sealed envelope marked on top "Tender for Providing Catering Services on Contractual Basis at LIC, ZTC, Gurgaon" with the name, address and telephone number of the Tenderer at the bottom of the cover on the left. The complete sealed tender addressed to Principal, Zonal Training Centre, Plot No 81-A, Sector-18, Gurgaon should be dropped in the locked tender box available in Admin Department of ZTC, Gurgaon till 15.00 hrs up to 08.03.2016. ZTC shall not be responsible if the Tenders are delivered elsewhere or are not delivered on time due to postal or any other delays.

Tenders are not transferable under any circumstances. ZTC, reserves the right to accept, reject any or all Tenders without assigning any reasons thereof.

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

**Important information for tenderers:**

|      |                                           |                                                                         |
|------|-------------------------------------------|-------------------------------------------------------------------------|
| i)   | Issue of tender document                  | 16.02.2016 to 07.03.2016                                                |
| ii)  | Tender document Fee (Non-refundable)      | Rs.500.00 (Rs. Five Hundred only)                                       |
| iii) | Date of Pre-bid Conference                | 02.03.2016 at 11.30 am                                                  |
| iv)  | Last date & time for submission of tender | 08.03.2016 up to 3.00 pm                                                |
| v)   | Date & time of opening of Technical Bids  | 08.03.2016 at 4.00 PM                                                   |
| vi)  | Date & time of opening of Financial Bids  | Will be intimated to the Technically qualifying bidders at a later date |
| vii) | Earnest Money Deposit (EMD)               | Through Demand Draft Rs.30,000.00 (Rupees Thirty thousand only)         |

ZTC, LICl reserves the right to reject any or all of the tenders in part or full without assigning any reason(s).

PRINCIPAL  
ZTC, Gurgaon

## Eligibility Criteria

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

1. The applicant for tender must be a Registered/Licensed Organization Public Ltd./ Private Ltd./Partnership firm/Sole proprietor/Individual and should be based at Delhi/NCR area.
2. The Tenderer should have experience of at least three financial years (2012-13, 2013-14 & 2014-15) for providing Catering Services to Training college/Institute of any Bank/Insurance Company/Educational Institute like College, University or providing all meals viz. tea, breakfast, lunch & Dinner to 100-150 or more persons per day providing multi-cuisine vegetarian and non-vegetarian food in any PSU/Central/State Government/Autonomous Institute/Corporate establishment etc. of repute.
3. The Tenderer should possess valid Provident Fund Registration Number under EPF Act 1952 with PF Deptt in Delhi/NCR.
4. The Tenderer should possess valid ESI Registration Number under ESI Act 1948 with ESI Authorities in Delhi/NCR.
5. The Tenderer should obtain requisite permission/license for providing Catering Services from concerned department of Central/State/municipal Authorities/any other Authority and comply with the provisions of Food Safety and Standards Act 2006 and Rules framed there under.
6. The Tenderer should have minimum average annual turnover for the last three financial years (2012-13, 2013-14 & 2014-15) of Rs.36.00 Lac for catering works.
7. The tenders (directly or indirectly) from any Service Provider/Contractor whose services have not been found satisfactory by ZTC authorities earlier shall not be entertained.
8. The tenders from Bidders whose Technical Bid(s) were earlier rejected by ZTC on account of fake supporting documents etc. shall not be entertained.
9. The Tenders from Individual/Firm/Organization including its Partners/ Shareholders/Directors who have been blacklisted/prosecuted by any departments/statutory bodies anywhere in India or by any Court of Law, shall not be entertained.
10. The tenderer should enclose a nationalized banker's solvency certificate obtained within last six months, for minimum of Rs.12.00 Lac (Rupees Twelve Lac).
11. **a)** The applicant must produce relevant documentary evidence along with the Application form.  
  
**b)** Non disclosure of relevant information or furnishing of incorrect information/ documents will result in disqualification of the pre-qualification application.

12. The applicant must not have been prosecuted or suffered any penalty for violation of any labour laws by any Labour Authority/Competent Court.
13. The applicant should not be a sub-contractor to any other entity or person nor should have at any time sub-let the contract awarded to the applicant to any other person.
14. The applicant must have complied with all labour laws and obtained before commencement of the work all licences/approvals/permissions from all statutory authorities including Municipal/Labour/P.F./Income Tax/Sales Tax/Commercial Tax/ESI Deptts., to carry on the business of Catering work.
15. The applicant must furnish appropriate declarations in respect of the terms and conditions mentioned herein along with his pre-qualification application forms.
16. The applicant should not have formed or be a part of any cartel at any time for processing any contract including the present tender.
17. The ZTC is not responsible in any manner for the postal delay/loss/non receipt of tender application/documents.
18. The ZTC reserves the right to reject all or any of the tender documents without assigning any reason there for.
19. Conditional tenders will not be accepted.

## Instructions to the Tenderers

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

- 1) The Tenderer must be based in Delhi/NCR and operating their business in Delhi/NCR and must qualify the eligibility criteria given in the tender. The tenders not fulfilling this condition shall be summarily rejected.
- 2) Plot area of the Zonal Training centre is 2.70 acres. The Training centre is having two blocks Hostel Block and Admin Block. The Hostel is having 41 rooms for the participants, 04 rooms for guest faculties, TV room, Manager room, Common waiting room, Dining Hall, VIP Dining room, Doctor's room, corridors etc. The Admin Block is having Principal Sectt., Vice Principal Sectt., Library, Admin deptt., Faculty rooms, 04 Lecture Halls, Sports room, Auditorium, Corridors etc. However, before tendering, the tenderer may visit the site where intended services are to be provided and satisfy himself/ themselves as to the conditions prevalent at the site. No claim on this account shall be entertained by the ZTC under any circumstances subsequently.
- 3) Each bidder shall submit only one tender either by himself or as a partner in joint venture or as a member of consortium. If a bidder or if any of the partners in a joint venture or any one of the members of the consortium participate in more than one bid, their bids are liable to be rejected.
- 4) All the information as required in the tender document should be filled up in the relevant part and no column should be left unfilled. An incomplete tender document or tender document submitted without tender fee (if applicable) and earnest money deposit (EMD) will be summarily rejected.
- 5) **The Technical Bid (Part–I)** envelope must have all the essential documents including necessary Demand Draft (s) on any Scheduled bank in favour of “**Life Insurance Corporation of India**”, payable at **Gurgaon**, failing which the tender will be deemed as non-responsive and disqualified for bidding process. The list of documents to be attached with Technical Bid is mentioned in Annexure-I (**Checklist for documents**). The Tenderer must attach all the documents as per Annexure I, failing which his tender will be rejected.
- 6) **Financial Bid envelope (Part–II)** should be sealed with wax/tape and consist of only the Financial Bid, Part-II of tender document showing the rate quoted for Package per trainee per day for catering Services. The Package rate will include Bed Tea, Breakfast, Pre-Lunch Tea, Post Lunch Tea, evening Tea with snacks and Dinner (See Annexure-X Menu of Meals and refreshment and Annexure-XII for quality of food Materials and all obligations under this Tender). The Service Provider/Contractor must also give the bifurcation of the package rate quoted by them.
- 7) The tender containing separate sealed envelopes (for **Technical Bid Part –I & Financial Bid Part – II**) should be submitted in a **third sealed envelope** marked on top

**"Tender for Providing Catering Services on Contractual Basis at ZTC, Gurgaon"**

with the name, address and telephone number of the Tenderer at the bottom of the cover on the left. The complete sealed tender addressed to Principal, Zonal Training Centre, Plot No 81-A, Sector-18, Gurgaon should be dropped in the locked tender box available in Admin Department of ZTC, Gurgaon till 15.00 hrs up to 08.03.2016. ZTC shall not be responsible if the Tenders are delivered elsewhere or are not delivered on time due to postal or any other delays.

- 8) All overwriting/corrections should be duly signed by the tenderer.
- 9) Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will result in the rejection of bid.
- 10) Bids after getting signed from the Manager (Admin) must be dropped in the locked tender box available at ZTC, Gurgaon at the address specified above but not later than the date and time stipulated in the Notice Inviting Tender. The ZTC, may, at its discretion, extend the deadline for submission of bids in which case all rights and obligations of the ZTC and the Bidder will be the same.
- 11) Any bid received by ZTC, after the deadline for submission of bids, as stipulated above, shall not be considered.
- 12) Tenderer signing the tender must clearly specify whether he is signing as sole proprietor, partner, under power of attorney or as Director/Manager/Secretary etc., as the case may be.
- 13) Initially, the contract will be awarded for two years, which may be extended on the basis of satisfactory services to the satisfaction of ZTC, for third year on the original terms and conditions.
- 14) ZTC may at its discretion, amend/modify the tender and/or extend the deadline for submission of tenders at any time prior to the last date for submission of Tenders. ZTC may for any reason, whether at its own initiative or as a consequence of Pre-Bid conference in response to a clarification requested by a prospective Tenderer, may modify the Tender documents by amendment and information thereof will be uploaded on Corporation's website [www.licindia.in](http://www.licindia.in) and shall be binding on all concerned. All information with regard to the development/status in respect of this tender, till the entire process is completed will be uploaded on company's website.
- 15) ZTC, reserves the right to accept or reject any or all the tenders without giving any notice or assigning any reason and shall not be bound to accept the lowest tender. The decision of ZTC in this regard shall be final and binding on all.
- 16) The Contractor/Service Provider shall not employ any person below the age of 18 years. The Contractor/Service Provider shall indemnify the ZTC & its representative (s) from and against all claims and penalties which may be suffered by the ZTC, by reason of any default on the part of the Contractor/Service Provider to observe and/or in the performance of the provisions of Child Labour (Prohibition & Regulation) Act, 1986 OR any re-enactment or modification of the same.

- 17) The Technical Bids (Part-I) shall be opened **on 08.03.2016 at 16.00 hrs** in the office of ZTC, Gurgaon in the presence of Tenderer or their authorized representative(s) who wish to be present. The Financial Bids (Part-II) of only those Tenderers, whose technical bid is found responsive, will be opened at a later date and time to be informed by the ZTC. The tender opening committee (TOC) of ZTC shall open the properly sealed tenders only. Unsealed or improperly sealed tenders are liable to be rejected. Conditional bids will also be summarily rejected.
- 18) In case the last date of receipt/opening of tender is declared a holiday the same shall be extended to the next following working day. The time and venue will remain the same.
- 19) All the **Financial Bids (Part-II)** of Tenderers whose **Technical Bids (Part-I)** have been opened, will be sealed in one envelope acknowledged by Tender Opening Committee and will be kept in custody of the Chairman, Stores Committee ZTC, till the date of opening of the same.
- 20) 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, the EMD is liable to be forfeited. Incomplete, conditional tenders and fax/e-mail/telegraphic tenders are liable to be rejected. The bidders, whose technical bids have been found apparently responsive on the basis of documents and information furnished as per the criteria laid down in the Tender will be short listed.
- 21) In order to satisfy itself about the nature and quality of services rendered by the tenderer, ZTC may depute its Officer (s) or authorized representative to visit the institute/establishments mentioned by the bidder. Besides, ZTC may also arrange for verification of any document/testimonial submitted by bidder in support & compliance of technical criteria as laid down in the tender document. It will be mandatory for the bidder to extend full cooperation to ZTC, so that necessary verification is completed without any delay. In case the bidder fails to cooperate or where after verification it is revealed that bidder does not meet with the criteria as laid down in the Tender Document, then his bid would be considered as non- responsive and their financial bids will not be processed further and **EMD will be forfeited**.
- 22) The Technical Bids of those bidders, where ZTC 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.
- 23) The Financial Bids (Part-II) of only those tenderers whose Technical Bids (Part-I) are found responsive by ZTC will be opened, further processed and evaluated.
- 24) ZTC will award the contract to the successful evaluated bidder whose bid has been found to be responsive and lowest for the Catering Services as per terms and conditions incorporated in this tender document.
- 25) ZTC will communicate the successful bidder by letter sent through **Courier/Registered Post/e-mail** that his bid has been accepted. This letter of award of work shall prescribe the Package and bifurcated rates for Catering Services which ZTC will pay to the Service

Provider/Contractor in consideration of the services provided by the Service Provider/contractor as mentioned in the tender document.

- 26) The Service Provider/Contractor will be required to keep a Security Deposit of 10% of the contractual amount (16000\*2\*Package Rate). The EMD deposited by the successful bidder will be adjusted towards the security deposit. Balance security deposit is required to be deposited in the form of a demand draft drawn on any scheduled Bank in favour of "Life Insurance Corporation of India", payable at Gurgaon. The successful bidder is also required to present himself to execute a contract Agreement with ZTC, LIC as per the conditions of the Tender on non judicial stamp of requisite value as applicable in the state of Haryana within 30 days of the receipt of award of work letter. This total Security amount will remain with ZTC, throughout the period of contract. This Security amount will be refunded to the contractor within 60 days of completion of the contract subject to:
- I. Satisfactory Performance of the Contract.
  - II. Deduction of any dues payable to LIC on whatsoever account.
  - III. Any deduction due on account of Contractors/Service Providers obligation under the contract and subject to such deductions as may be necessary for meeting ZTC's claim against the Service Provider.
  - IV. Deduction of any liability/damages incurred by ZTC, on behalf of the Service Provider/Contractor in the discharge of his/their obligations under this Tender.
  - V. This Security deposit will not bear any interest of whatsoever kind.
  - VI. Alternatively the contractor may submit a Bank Guarantee issued by any nationalized bank in lieu of Security deposit. In case the successful bidder furnishes Bank guarantee the EMD will be refunded after getting the Bank guarantee in lieu of Security deposit amount in prescribed proforma issued by LIC. The bank guarantee furnished by the contractor shall be in force up to 06 months from the expiry of the agreement period. In case of extension of contract for the third year, the contractor will have to furnish a fresh Bank guarantee which will also be in force up to 6 months from the expiry of the extended period. This bank guarantee will be released on completion of the contract subject to the points mentioned from sr. no I to V above.
- 27) The Service Provider/Contractor will be required to submit a "No Dues" indemnity bond on non judicial stamp paper of requisite value duly notarized as per specimen enclosed in Annexure-V after completion/termination of contract to claim refund of Security deposit amount.
- 28) The selected Service Provider shall be required to start the services in accordance with the time schedule specified in the work order issued by ZTC, after acceptance of Tender. Extension will not be given except in exceptional circumstances. In case the services are not started on the stipulated date as indicated in the work order, LIC reserves the right to cancel the work order and forfeit the EMD and/or Security Deposit.

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# LIFE INSURANCE CORPORATION OF INDIA

## ZONAL TRAINING CENTRE, GURGAON

### **TERMS & CONDITIONS**

1. The Contractor/Service Provider shall provide Catering Services to trainees/Officers/Faculty/Guest Faculty/Guests and other Visitors of ZTC as detailed in Annexure-VII of the Tender Document.
2. The Services rendered by the Contractor/Service Provider must be in conformity to the Standard of Service as detailed in Annexure IX of the Tender Document.
3. The menu of meals and refreshment/Services shall be in conformity with the details mentioned in Annexure X of the Tender Document.
4. The Contractor/Service Provider shall ensure that the quality of food material used is in conformity to the standards mentioned in Annexure XII of the Tender Document.
5. The Contractor/Service Provider shall ensure deployment of adequate number of competent Supervisor and Workers for Catering Services of the standard mentioned.
6. In consideration of the services to be provided by the Contractor/Service Provider and performance of the Contract, ZTC shall pay Service Charges to the Contractor/Service Provider as per Annexure XV-Service Charges and Annexure XVI- Billing Process and documents of the Tender Document.
7. The Package and bifurcated rates quoted in the Financial Bid for catering services shall be binding on the Contractor/Service Provider throughout the period of Contract. No increase for any reason whatsoever shall be allowable.
8. The Contractor/Service Provider will be provided utensils/equipments/crockery etc. as detailed in Annexure XVII. All other utensils/equipments/crockery etc. is to be provided/arranged by the Contractor/Service Provider. The bidders may inspect the site for familiarizing him/themselves with the availability of the above equipments facility.
9. The authorized representative of ZTC will have authority to inspect such articles of food and provisions as being provided by the Contractor/Service Provider and will have full powers to order discontinuance of use of certain food items/raw materials and provision which are not as per specification mentioned in the Tender or are found to be of unsatisfactory standard or on grounds of hygiene.
10. If the Standard of Services as mentioned above or elsewhere in the Tender document are not maintained to the satisfaction of ZTC authorities, appropriate penalty as per clause no 12 of catering services under scope of work will be imposed and amount thereof will be deducted from the monthly bill and/or Security Deposit.

11. The Service Provider/Contractor will be required to keep a Security Deposit 10% of the contractual amount. The Earnest Money will be forfeited if (i) the Tenderer withdraws his Tender during the period of Tender validity (ii) if the successful bidder fails to deposit balance of security deposit within fifteen days of the award of work. The return/refund of EMD to the unsuccessful/non-responsive Tenderer (s) will be made within 30 days after the successful award of work. No interest shall be payable on it under any circumstances.
12. In the event of the Service Provider/Contractor not fulfilling the conditions of the Contract ZTC reserves its right to forfeit the Security deposit placed with the ZTC hereinabove mentioned. The decision of the ZTC shall be final and binding on the Contractor, in respect of such forfeiture of the Security Deposit.
13. Immediately after award of the work, the Service Provider/Contractor will apply for obtaining a certificate/license from the office of **The Assistant Labour Commissioner (Central) Faridabad** to employ workers at ZTC, for providing Catering Services and submit the relevant certificate **within one month** from the date of award of the work. Extension of time period and waiver of this certificate, if required, will be at the sole discretion of ZTC, depending upon the statutory requirements as per the law applicable.
14. The regularity of performance of service will be of essence and shall form a central factor, while evaluating the performance from time to time. The Service Provider/Contractor shall take all possible steps to ensure and to maintain its performance as determined by ZTC, from time to time. If ZTC, notice that personnel of the Service Provider/Contractor has/have been negligent, careless in rendering the said services, the same shall be communicated to the Service Provider/contractor who will take corrective steps immediately to avoid recurrence of such incidents and report to ZTC.
15. If any worker of the Service Provider/Contractor indulges in theft, negligence or any illegal/irregular activities, the Service Provider/contractor shall take appropriate action against its erring worker and intimate accordingly to ZTC, or ZTC, itself can take action in accordance with law.
16. The Service Provider/Contractor being the employer in relation to workers employed by it to provide the services under the terms and conditions shall alone be responsible and liable to pay wages/salaries to such persons. The wages/salaries shall be as fixed or prescribed under the Minimum Wages Act 1948 for the category of workers employed by it from time to time by the Chief Labour Commissioner (Central), Government of India, Ministry of Labour & Employment, or by Haryana Government as applicable and/or any authority constituted by or under any law. He will ensure compliance of all the relevant Labour laws.
17. The Service Provider/Contractor shall issue identity cards on its own name and trading style 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 Service Provider/contractor for not bearing such identity card or not being perfectly uniformed as prescribed by ZTC.

- 18.** The contractor shall make the payment of wages/dues and benefits to his workforce through NEFT/RTGS only on or before 7<sup>th</sup> of the month. The contractor will submit his monthly bill only after payment of wages of workforce for the immediately preceding month. The contractor shall submit his Bill fortnightly with accurate details in the manner & format prescribed by the Competent Authority to facilitate speedy checking and prompt settlement by LIC ZTC. Bills found defective are liable to be returned without settlement to the contractor for re-submission. The salary slips of workers employed by the contractor will be a part of monthly bill. The Salary slips will bear details of Salary/allowances and deduction of EPF/ESI etc. The remittance details of EPF/ESI Employees /Employers contribution of the previous month is to be provided with the monthly bill of the following month for verification. Only after this the bill will be settled. The Contractor should obtain acknowledgement for payment of wages through NEFT from every worker engaged by him and copy of this should be submitted along with the bill. The Service Provider/Contractor will pay wages as per the Minimum Wages Act applicable. The Service Provider/Contractor will be required to submit the deposit challans showing the individual figure of EPF and ESI money of workers deposited with appropriate authorities for the previous month along with the monthly bill. All statutory payments shall be made by the contractor to his workers for which no reimbursement shall be made by ZTC, LIC to the contractor except service Tax, which shall be reimbursed on production of receipt.
- 19.** The Service Provider/Contractor shall at all times indemnify and keep indemnified ZTC, 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 any other Statutory modifications thereof or otherwise for or in respect of any claim for damage or compensation payable in consequence of any accident or injury sustained by the workers of the 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 Service Provider/contractor or not who provided or provides the service at premises of ZTC.
- 20.** The Service Provider/ Contractor shall at all times indemnify and keep indemnified the 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 or personnel during the hours of providing the services at LIC's premises or before and after that.
- 21.** In case the Service Provider/contractor discontinues the contract before the expiry of the period of contract, his Security shall be forfeited.
- 22.** ZTC, reserves the right to cancel or terminate this agreement 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 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) as provided in the tender. The Contractor shall also hand over forthwith all the articles provided to him and no broken item(s)/articles(s) shall be taken back, which must be replaced by the Contractor or shall pay the cost thereof.

- 23.** (i) On completion of the contract, the Service Provider/contractor will submit an indemnity bond on Non Judicial stamp paper of requisite amount duly notarized regarding “No Dues” confirmation.
- (ii) In the event of the earlier termination by either parties to the contract or expiry of the contract, the Service Provider/Contractor shall be obliged to continue providing the services on the same terms and conditions as provided in the contract, till such time as ZTC, is able to make any alternative arrangement or ZTC, has agreed in writing to allow the contractor to discontinue earlier.
- (iii) ZTC will ensure that all payments due for services rendered by the Service Provider/Contractor till the expiry of the earlier termination of the agreement shall be paid to the Service Provider/Contractor within 30 days thereof after the submission of indemnity bond regarding “No Dues”. The specimen of the Indemnity bond is as per Annexure V.
- 24.** All the workers deployed in ZTC should always be in uniform to be provided by the Service Provider/Contractor. In case the workers are not found in proper uniform, the ZTC reserves the right to impose penalty and not allow such persons within the premises.
- 25.** The ZTC or its representative(s) shall be at liberty to check at any time, the deployment of workers by the Service Provider/Contractor.
- 26.** In case of any pilferage, theft of or breakage etc to the property/assets of ZTC the Service Provider/Contractor will be responsible for such losses. The ZTC will be at liberty to deduct the amount of such loss from the monthly bill/Security deposit of the Service Provider/Contractor after holding an enquiry. The decision of ZTC to this effect shall be final and binding upon the parties. In case of unsatisfactory performance and violation of any condition of the tender/ contract, the contract shall be liable to be cancelled and Security will be forfeited.
- 27.** Any dispute arising out of this contract including any clarification as to the intent or interpretation of any of the provisions of these terms and conditions, the same shall be first referred to/sought from the Principal, ZTC whose decision in the matters shall be final and binding on the Service Provider/Contractor. Any other matter relevant to but not covered in the contract shall also be decided by making reference to the Principal, ZTC, whose decision will be final and binding on the Service Provider/Contractor. If the Dispute is not resolved through the reference made to the Principal, ZTC, a reference of the same shall be made to a Sole Arbitrator to be appointed by the Principal, ZTC, Gurgaon for adjudication of the same in accordance with the provisions of Arbitration & Conciliation Act-1996 and any statutory modifications there under from time to time. There shall be no objection if the Sole Arbitrator to be appointed is a Competent Officer of LIC in the discretion of the Principal ZTC, Gurgaon. The Service Provider/Contractor and ZTC shall make every effort to resolve any dispute or disagreement amicably by direct informal negotiations. However, in case of any unresolved issues/disagreements/disputes in connection with the contract, the same shall be settled through Arbitration or through the Court of Law within the jurisdiction of Gurgaon. The resultant contract will be interpreted under Indian Laws.

- 28.** The Service Provider/Contractor shall comply with the instructions provided by ZTC from time to time relating to the performance of the services, duties and obligations under this agreement. The services rendered by the Service Provider/Contractor shall be subject to regular review by ZTC, and its decision as to the quality thereof shall be final and absolute.
- 29.** The Service Provider/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.
- 30.** The Service Provider/Contractor shall raise the invoice/bill and ZTC agrees to pay such invoices/bills latest within 15 working days of receipt and acceptance of the invoice/bill, as per terms and conditions of the tender/contract. All payments to the Service Provider/Contractor shall be made by ECS/NEFT/RTGS subject to deductions, withholding of all applicable, taxes and charges from time to time in force.
- 31.** The Service Provider/Contractor represents and undertakes that:
- (i) It 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) It 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 agreement, or as are issued from time to time by ZTC for the performance of the services to the satisfaction of ZTC.
  - (iii) It shall be responsible for its corporate and personal taxes if any, and shall indemnify and hold ZTC harmless for any liability in this connection.
  - (iv) It shall be responsible for ensuring that all workers engaged by the Service Provider/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.
- 32.** ZTC shall have the right to deduct from the money due to the Service Provider/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.
- 33.** Nothing in this tender shall be deemed to create any partnership, joint venture, agency between ZTC and the Service Provider/Contractor or their representatives and employees and nothing herein shall deem to confer on any party, any authority to incur any obligation or any liability on behalf of the other party. The Service Provider/Contractor is an independent contractor and not an employee, agent, associate or authorized representative of ZTC and the Service Provider/Contractor undertakes that it shall not undertake any obligation or liability in the name of or on behalf of ZTC whatsoever.

- 34.** Nothing in this tender shall by implication or expression be taken to mean or imply that any of the persons deployed/engaged by the Service Provider/Contractor for rendering the services, are employees of ZTC or engaged by ZTC. The Service Provider/Contractor shall be deploying workers who shall be in sole employment of the Service Provider/contractor and Service Provider/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]. In case any liability falls on ZTC for any reason, the Service Provider/Contractor shall keep ZTC indemnified against the same. In order to give effect to this, the Service Provider/Contractor shall incorporate suitable clause in the appointment letters to be issued to its workers mentioning that the workers are employees of the Service Provider/Contractor, a copy of which should be given to ZTC, for perusal and record.
- 35.** The Service Provider/Contractor & the workers deployed by him at the ZTC Premises shall maintain confidentiality of any information in their possession during their working at ZTC & thereafter.
- 36.** The Service Provider/Contractor shall allow ZTC, its management, auditors, regulators and/or agents, the opportunity of inspecting, examining, auditing and/or taking copies of the records with the Service Provider/Contractor.
- 37.** In terms of provisions of section 33 (3) of the Insurance Act, 1938, as amended by the Insurance Laws (Amendments) Ordinance, 2014, Insurance Regulatory Authority of India (IRDAI) is authorized to verify all such books of account, register, other documents and the data base in the custody of contractor in respect of service outsourced by the LIC of India. It shall be the duty of the contractor to provide such documents/statements/information as may be required by IRDAI within such time as may be specified by the IRDAI”.
- 38.** The Service Provider/Contractor shall wholly and solely be liable for all disputes and liabilities in respect of the workers deployed by him/them to ZTC under this contract for any purchases, any sample taken by the Govt. Authorities or otherwise for any dispute under the Laws of the land, in any Court of law.
- 39.** The penalties towards lapses on the part of Service Provider/Contractor or his workers on account of inadequate manpower, non-compliance of statutory requirements, non-performance and unsatisfactory services including quality of food, non wearing of uniform, non-display of identity card, misuse of any place including ZTC Campus, entry of unauthorized person, non-receipt of call from ZTC representative(s), pilferage/damage/loss to ZTC property in any manner etc shall be imposed by the ZTC which will be final and binding on the Service Provider/Contractor. Penalties as per Annexure XVIII is only indicative and the Competent Authority may impose a higher penalty and his decision would be final and binding.
- 40.** If at any stage, it is revealed that the documents/certificates/testimonials submitted by the Service Provider/Contractor are forged or have been manipulated, the work order issued to the Service Provider/Contractor shall be cancelled and Security amount deposited with

ZTC shall be forfeited without any claim whatsoever on ZTC and the Service Provider/Contractor shall be liable for action as appropriate under the relevant laws.

41. Without prejudice to any of the rights or remedies under this contract, if the Service Provider/Contractor dies, ZTC shall have the option of terminating the contract without compensation to the legal or other heirs of the Service Provider/Contractor.
42. 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 Service Provider/Contractor, of the staff members or of any sub-Contractor or agent or of any person performing on their behalf any work under the present contract, including the time spent in travel, nor for any damages which may arise by reason of the neglect or default of any of them.
43. The Service Provider/Contractor shall maintain proper records about the attendance of their staff in the prescribed format as given in the Contract Labour (Regulation and Abolition) Act, 1970 along with Contract Labour (Regulation and Abolition) Rules, 1971 and would ensure that full staff strength required for carrying out the task is maintained. If due to any exigency, any worker is absent the Service Provider/Contractor should take immediate steps to provide its substitute subject to the compliance of relevant Rules & regulations/laws/ Statute.
44. The Service Provider/Contractor must ensure that the wages to the Workers are paid within the stipulated time period as provided under relevant Rules & Regulations/Law/Statute in force. The Service Provider/Contractor will not link the payment of wages to the workers with settlement of his bills by the ZTC. The Service Provider/Contractor has to first pay the wages to the Workers and then put up his bill for payment. Payment of bills will be made on fortnightly basis through ECS/RTGS/ NEFT only, provided that the Catering Services provided were/are satisfactory during the month and subject to deduction of Penalty imposed, if any, as per terms and conditions of tender/contract. The monthly bill payment will be made subject to following billing process and submission of documents as mentioned in Annexure XVI, provided the Service Provider/Contractor submits the attested photocopies of the following documents:
  - (i) Muster Roll/Attendance sheet of the workers signed by the Service provider/Contractor for the month on the format prescribed in the Contract Labour (Regulation and Abolition Act, 1970) along with Contract Labour (Regulation and Abolition) Rules, 1971..
  - (ii) Salary sheet for the month showing receipt of the wages on the format prescribed in the Contract Labour (Regulation and Abolition Act, 1970) along with Contract Labour (Regulation and Abolition) Rules, 1971.
  - (iii) Deposit Challan of previous month showing the individual figure of deposit of contribution of provident fund and ESI of employees' and employers' share, with the appropriate authority.
  - (iv) Receipt and Statement of Bonus paid to the employees (To be submitted in the following Month after making payment)
  - (v) If payment to worker is made by cheque/NEFT, then a copy of Bank account statement of previous month showing debit of wages/ benefits in favour of workmen should be submitted every month with the bill by the Service Provider/Contractor.

- (f) No reimbursement in lieu of PF, ESI, Bonus and gratuity shall be made by ZTC, LICI Gurgaon. Only receipts are to be produced.
45. The Service Provider/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 rate applicable from time to time. The Employer's contribution of ESI and PF shall also be borne by the contractor, which he should consider while quoting the rates.
46. The Service Provider/Contractor will be liable to get the Provident fund refunded from the Provident Fund Commissioner if a worker is terminated or dies or leaves the job for onward transmission to worker/legal heir.
47. The Service Provider/Contractor himself or their authorized representative must visit the premises at least once in a month and/or whenever required and contact the person authorized by the Principal, ZTC to look into Catering matters. Any deficiencies in the services should be rectified immediately when pointed out by such authorized person.

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## SCOPE OF WORK

### Catering Services

1. During the period of the agreement the contractor shall be fully responsible for the entire catering arrangement for the trainees at the said training centre and for such other persons as may be required by the Corporation. The contractor will be permitted to use the kitchen, the adjacent Store room and the dining hall in the hostel to carry out catering arrangements being entrusted to him. The Service Provider/Contractor will bear the Material cost and provide Services as specified in Annexure-VII of the Tender.
2. The contractor is entitled to use the infrastructural facilities, furniture, fixtures and fittings, belonging to the Corporation, in the canteen premises and the contractor shall ensure that the above are always properly maintained.
3. All personnel employed by the contractor shall be medically fit for handling food & certified for fitness before employment at ZTC.
4. The contractor shall provide at his own cost all other equipments 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. The contractor shall provide at his own expense crockery, cutlery, cooking utensils, glassware, juicer/mixer, toasters, microwave and other articles necessary and required and suitable for running the canteen. The crockery used should be of high quality. He shall at all times keep and maintain all these articles in a clean, neat, hygienic and tidy order and condition. The Corporation shall not be responsible in any way for the loss and/ or damage caused whatsoever to any of the aforesaid articles.
5. The contractor shall also arrange at his own cost for regular supply of gas cylinders and pay directly to the supplier for cooking gas purchased. The caterer must ensure prompt supply of gas without any break by placing order with the Gas Co. sufficiently in advance. However, Table covers and LPG cylinders will be provided by the ZTC. In future, if any pipe line supply taken by ZTC the Service Provider/contractor will be bound to take supply from that supply company as per terms & conditions of the company.
6. The Contractor shall provide all utensils and equipments for Buffet Style (Breakfast/Lunch/Dinner). The contractor shall provide equipment for keeping the food warm at the service counters and shall bear all costs towards that. Maintenance of Bain Marie provided for serving food would be the responsibility of the Contractor. Maintenance of gas burners, gas lines etc and regular servicing of gas burners, gas lines etc shall be the responsibility of the contractor. Cost of this repair if any will be borne by the contractor.
7. The water and electricity consumption charges will be borne by the Corporation, provided that the contractor shall ensure utmost economy in the consumption of water, electricity and abide by such restrictions as may be imposed or such instructions as may be issued by the appropriate Government/Civic authorities and the Principal, ZTC or any other person authorised by the Corporation.

8. A high standard of catering shall be maintained for all items with due regard to quality and purity of food stuff, quality and quantity of dishes, cleanliness in preparation and handling of food items and utmost courtesy of services. The contractor shall pay for all food stuff and articles used for the catering and have always on hand, good and sufficient supply of all articles, food stuff and provisions necessary for the catering and the same shall be kept in a proper hygienic manner in suitable containers. Raw food stuffs such as vegetables, milk, fish, meat, fruits shall be of fresh supply.
9. The Contractor shall permit the concerned authorities Canteen Committee members and/or authorized official in this respect at all times to enter the Canteen Premises to make inspection of the following :-
  - Catering Arrangements,
  - Raw material being used
  - Quality & Quantity of eatables and articles of food and drinks served,
  - Conditions of the fittings, fixtures and furniture,
  - Sanitary arrangements and general cleanliness
  - Upkeep of the Canteen premises
  - Canteen and Kitchen employee's hygiene.

The deficiency pointed out by the Canteen Committee members and/or authorized official shall be remedied immediately.

10. 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 terms of each session. A situation could arise where no session is conducted during a particular period. Notwithstanding this, the contractor's catering and maintenance service shall be available throughout the year without any break. If there are no training sessions during a whole calendar week (Monday to Sunday), ZTC undertakes to guarantee a retention payment of Rs.5,000.00 (Rupees Five Thousand Only) per week.
11. The Corporation insists on the highest quality in preparation of food and also the associated services. The contractor should make himself available whenever he is called for a meeting. This is mainly to keep a check on the quality and the quantity of food to be served. If the quality/quantity of food served or service rendered by the contractor is not satisfactory at any point of time, the principal, ZTC or any one authorised by him/her or by Corporation is entitled to withhold the contractor's bills, demand compensation from the contractor, the quantum of which may be decided from time to time by the competent authority of ZTC, Gurgaon, impose penalties, or take any other action deemed necessary including termination of the contract with due notice to the contractor. In particular, penalties will be raised in case of the following deficiencies:
  - Stale food
  - Unhygienic food
  - Inadequate food

- Failure to serve within prescribed hours
  - Gross and unauthorized deviation from Menu
  - Any other service deficiency pointed out by the Canteen Committee members and/or authorized official
12. Minimum Penalty will be charged as per Annexure XVIII, however, the Competent Authority may increase up to 10% of the catering bill.
  13. 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 boarders as are expected to be present in the hostel on such days and bill for the actual attendance should only be claimed. However, generally the trainees are allowed to stay one day before the actual session and up to the breakfast time next day after close of the session. The payment of catering bill will be made accordingly. No food is to be provided to any outsider.
  14. If a boarder falls ill or indisposed such special diet, for so long as needed by him shall be provided by the contractor without any extra charges in lieu of the normal food supplied in the mess and shall be served in the boarder's room.
  15. FIRST AID BOX should be available at the reception counter under the control of the receptionist. Cost of REFILLS AND MEDICINES for the first aid box will be borne by the contractor. The first aid box should contain medicines as per Annexure XIX and should be replenished as and when the quantity falls below 25%.
  16. The Contractor's staff shall also help in summoning a Doctor in case of an emergency or take the participant to the Doctor's clinic if required. It will be the responsibility of the contractor to communicate immediately any complaint of sickness, mishap, accidents etc to the Principal/vice principal/authorised officials.
  17. The contractor shall maintain in good condition all furniture, equipments, fittings, premises etc provided to him by the Corporation and hand-over charge of the same on termination of the contract and it shall remain the exclusive property of the Corporation. The contractor shall be responsible for any damage to the administrative block/or hostel block or portion of the building under the contractor's occupation or the fittings, fixtures, furniture or other equipments entrusted in his charge, when such damage is in the Corporations opinion caused due to the negligence or carelessness or any fault on contractors part or that of his manager or servant or agent 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.
  18. The Service Provider/Contractor must ensure compliance of the provisions of Food Safety and Standards Act 2006. Food Safety and Standard Rules 2011. Rules and Regulations of Central Govt/Local Municipal Authorities and other statutory requirements as relevant to running Canteen and providing catering services in ZTC. In case any fine/penalty is imposed by the Central/State/Local Authorities then it shall be the responsibility of the Service Provider/Contractor and any fine penalty by ZTC on this count shall be recoverable from the monthly bill and/or Security Deposit.

19. The contractor shall provide adequate number of competent and well-trained work force (Manager, Supervisor, Chef, Head Cook, Cooks, Assistant Cook, Stewards, Pot washers, Service personnel, Store keeper etc) for cooking (including expert Chefs for Pan Indian Cuisine), cleaning and maintenance of kitchen & dining hall. The number of workers deployed shall be maintained at an adequate level sufficient to manage the activities of the training centre at all times. The contractor should have full control of such workers and shall give necessary guidance and direction to carry out the jobs assigned to them by the contractor and will also be responsible for the payment of their wages/dues and other facilities if any. The catering and kitchen workers are to be identified separately and not allotted sundry duties elsewhere in the premises. Under no circumstances sweepers/cleaners should be made to work in kitchen or canteen either for cleaning utensils or for serving food. The minimum number of workers for kitchen and stores shall consist of the following and they should be available round the clock.
- The Head Cooks and Assistant Cooks should be proficient in different cuisine (South Indian/North Indian/Multi cuisine etc.,)
  - Appointed Chef/Head Cooks will have to undergo a trade test to be arranged by the contractor
  - One of the Head Cooks should be available till completion of the dinner on all days.
  - The workers for dining halls should include stewards for cleaning the tables before and after every service, removing the plates, tumblers etc, replacing fresh tumblers, filling the water jugs with water from RO plant
  - The workers for service should include stewards for catering services to Guest Dining Hall, Principal's Secretariat, Vice Principal's Secretariat, Faculty Member cabins, Admin office.
20. Though minimum number of employees to be engaged by the contractor are not specified, looking at the past experience, at least 12 persons (including Head Cook and Assistant Cooks) may be required to render impeccable services such as cooking, cleaning and washing of utensils, serving of food items, etc. Going by the past experience, it is observed that manpower of at least 12 persons (as tabulated below) are required to render quality services such as cooking, cleaning and washing of utensils, serving of food items, etc. as and when required:

| S No | Designation         | Type           | Number |
|------|---------------------|----------------|--------|
| 1    | Canteen Manager     | Highly Skilled | 1      |
| 2    | Head Cook           | Skilled        | 1      |
| 3    | Assistant Cook      | Semi Skilled   | 1      |
| 4    | Kitchen Helper      | Unskilled      | 2      |
| 5    | Steward             | Unskilled      | 3      |
| 6    | Table Cleaner       | Unskilled      | 2      |
| 7    | Cleaner and Washing | Unskilled      | 2      |

21. The kitchen and the dining hall should be maintained in a spic and span manner round the clock by using good quality disinfectants. The contractor without causing any environmental hazards should dispose off kitchen garbage/wastes and leftover food. He may liaise, if necessary, with the local municipal/civic authorities for disposal of non-degradable garbage on day to day basis at his own cost.
22. The contractor's men should have proof of identity in the form of identity cards, uniform, etc. The contractor shall provide one type of uniform (clothes) to his Managers and another type to his other workers. Persons working in the canteen shall also be provided with uniform, apron, etc. All those employed by the contractor shall wear their respective uniforms throughout, while they remain in ZTC campus.
23. Separate cooking arrangement and use of separate utensils/plates/bowls etc. shall be strictly ensured for VEGETARIAN AND NON-VEGETARIAN ITEMS. The non vegetarian utensils are to be painted indicating "non vegetarian" and same should not be used for cooking or serving vegetarian items.
24. The contractor shall carry out improvements as may be necessary for ensuring satisfactory services and shall take due notice of complaints made by the boarders or through the faculty members or the vice principal or the principal of the training centre. The contractor shall maintain a complaint register to be submitted for checking by the administrative office periodically.
25. The contractor shall provide clean, pure drinking water (warm, ordinary or cool (as per the choice of the boarder) in each room of the hostel, as frequently required by the inmates.
26. The morning bed Coffee/Tea shall be served in thermos flasks to each Participant at his/her room. Breakfast, lunch, snacks and dinner shall be served at the dining hall, unless otherwise required. Forenoon and afternoon tea/coffee shall be served outside the class rooms on the days of the training sessions. The coffee/tea/snacks for the Principal, Faculty Members and Staff of the Corporation shall be served at their respective tables. Coffee/tea flasks shall be arranged by the contractor and should be well maintained.
27. The Service provider/Contractor will provide tea with biscuits and evening snacks to ZTC Staff, Faculty members on all working days. The contractor will also be required to provide breakfast/lunch/dinner, if desired by ZTC staff/Faculty members at subsidized rate of 25% of the agreed bifurcated rate.
28. Timings prescribed by the Principal, ZTC or a person authorized by him/her for each service as given in Annexure-VII 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. The kitchen staff should be present till the dinner hours are over. The menu shall be drawn up weekly in full detail for each day and got approved by the Principal or anyone authorised by him/her. The menu once approved should be strictly adhered to. The approved menu should be displayed prominently on a board.
29. The contractor shall provide special indoor/outdoor lunch/dinner in buffet style whenever required, as per the dates indicated thereof. The menu for the same shall be prescribed

by the Principal or by his/her authorized representative. The rates for special buffet style lunch/dinner will be quoted by the contractor and approved by the Principal. The entire arrangement, catering and serving vessels will be the sole responsibility of the contractor.

30. Tea/coffee/milk should be supplied with or without sugar as per the requirement. Paper Napkins, Saunf, Misri and tooth picks-of good quality are to be provided by the contractor after breakfast, lunch and dinner.

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

- Bed tea/coffee/Milk
- Breakfast
- Mid morning Tea/Coffee/Milk
- Lunch
- Afternoon Tea/Coffee/Milk
- Evening tea/Coffee/Milk with snacks
- Dinner

32. The contractor shall submit his bills for catering service fortnightly, in the manner and format prescribed by the Corporation, within 5 days of the end of the relevant Fortnight. The contractor shall assign the job to a competent and trained person and ensure high quality, accuracy, neatness and full details in the Bills, to facilitate speedy checking and prompt settlement by the Corporation. Bills not found proper are liable to be returned to the contractor without settlement.

33. The Contractor shall ensure that the food items supplied are as per the standards prescribed by the Government authorities and if at any time any fine or penalty is imposed by the Government authorities (e.g. by the food inspectors/ food dept.) the same shall be borne by the contractor and the Corporation will not pay any fine or penalty that may arise /or that may be imposed on account of the fault of the Contractor.

34. In the event of any incident of food poisoning, the contractor will be held solely responsible for all consequences thereof. If it is found on inspection that the food item is injurious to health or of a sub-standard quality, the Contractor shall be liable to pay a penalty as may be decided by the Corporation, on each occasion.

35. Sale of food items & cold drinks is not allowed in the canteen of ZTC and ZTC Premises.

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

37. The contractor shall provide crockery, cutlery, cooking utensils, glassware, juicer/ mixer, dough maker, toasters, Micro wave, tissue papers, cloth napkins and other articles in adequate quantity/number which are necessary for running the canteen. Cracked or broken ones should be replaced forthwith.

38. Utensils, cups, saucers, flasks (especially the rims), crockery, etc. should be scrubbed and cleaned thoroughly with Vim and hot water.
39. A thorough master cleaning ought to take place every weekend for all equipments, fixtures, utensils by removing the grime, grease, stains, oil etc. wiped well by clean cloth and dried.
40. Cups, Saucers, Utensils of good brand pre-approved by competent authority are to be used.
41. Maintenance of gas burners, stoves, gas lines, rubber pipe in perfect condition, etc. with their regular servicing shall be the responsibility of the contractor.
42. The electricity and water consumption charges will be borne by ZTC provided the contractor ensures that utmost economy is exercised in the consumption of water and electricity. Service provider/Contractor abides by such restrictions as may be imposed or follow such instruction as may be issued by the appropriate Government/ Civic/Electricity Authority and Competent Authority.
43. Accommodation, subject to availability will be provided for a few workers of the Service provider/Contractor.
44. Cost of cleaning material for cleaning of Dining Hall, Kitchen, Wash rooms, (including providing liquid soap) shall be borne by the Service provider/Contractor.

## GENERAL CONDITIONS

1. The rates quoted will be applicable for the whole period for which the contract is made. All rates are to be quoted excluding Service Tax, which will be reimbursed to the contractor from time to time on production of receipt.
2. Income Tax will be deducted as per rules on the gross bill of the contractor.
3. The contractor shall obtain at his own expense all licenses and permissions which may be required for conducting the Catering business and pay all the taxes, dues and penalties hereinafter becoming payable to the Government, Municipality or any other local body by reason of his conducting business.
4. For any dispute or arbitration decision of Principal, ZTC Gurgaon will be final & binding upon the contractor.
5. Any dispute arising out of this contract including any clarification as to the intent or interpretation of any of the provisions of these terms and conditions, the same shall be first referred to/sought from the Principal, ZTC whose decision in the matters shall be final and binding on the Service Provider/Contractor. Any other matter relevant to but not covered in the contract shall also be decided by making reference to the Principal, ZTC, whose decision will be final and binding on the Service Provider/Contractor. If the Dispute is not resolved through the reference made to the Principal, ZTC, a reference of the same shall be made to a Sole Arbitrator to be appointed by the Principal, ZTC, Gurgaon for adjudication of the same in accordance with the provisions of Arbitration & Conciliation Act-1996 and any statutory modifications there under from time to time. There shall be no objection if the Sole Arbitrator to be appointed is a Competent Officer of LIC in the discretion of the Principal ZTC, Gurgaon. The Service Provider/Contractor and ZTC shall make every effort to resolve any dispute or disagreement amicably by direct informal negotiations. However, in case of any unresolved issues/disagreements/disputes in connection with the contract, the same shall be settled through Arbitration or through the Court of Law within the jurisdiction of Gurgaon. The resultant contract will be interpreted under Indian Laws.
6. The Contractor shall not exhibit any signboard, nameplate or advertisement within or outside the said ZTC Premises.
7. The Workers/staff shall have no presumptive right of absorption in the services of the corporation.
8. The corporation shall in no way be responsible for wages, salaries, bonus, gratuity or any compensation, notice pay etc. of the persons employed by the contractor for conducting business at ZTC.
9. The corporation will allow employees of contractor to stay in the hostel Premises for early/late hour duties such as fetching milk, serving of bed tea/coffee etc. Their presence however should not cause any nuisance to normal functioning of the Corporation.

10. Nothing herein contained shall purport or operate to declare, assign, limit or extinguish whether present or in future in favour of the Contractor any right, title interest whether vested or contingent in the ZTC Premises that vests with the Corporation and the Contractor hereby agrees that the ZTC Premises is the property of the Corporation that vests in the name of Corporation.
11. In the matter of appointment of the required employees for the purpose of assisting the Contractor the Contractor shall not appoint any children prohibited by statute, to be so appointed.
12. The contractor shall on the request of Principal, Z.T.C. immediately dismiss from the work any person/ employee thereon who may in the opinion of the Principal be unsuitable or incompetent or who may misconduct himself and such person shall not be again employed or allowed in the work/campus without the permission of the Principal.
13. The Contractor shall keep the Corporation, its Officers and servants safe and harmless and indemnified from and against all losses, suits, damages, cost charges, claims and demands whatsoever including claims under the Workmen's Compensation Act, 1923, the Officers or Servants 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 performing the contractual job at ZTC or when carrying out any repairs or other work pertaining to the ZTC Premises. Such damage, injury or loss to life or property shall be made good and/or as the case may be shall be paid immediately by the Contractor to the Corporation.
14. Upon breach by the Contractor of any of the terms and conditions governing the Scope of the Tender and/or upon the Contractor failing to comply with the directions/orders issued/ passed by the local municipality/corporation the Government of Haryana, the Union Government or any other Competent Authorities and/or upon the Contractor failing to comply with the requisitions issued by the Corporation and/or if in the opinion of the Corporation, the Contractor is not performing the Catering services in a satisfactory manner and/or if the Contractor is adjudicated insolvent and/or fails to make any arrangement with his creditors and/or if any attachment or execution is levied on any of the property of the contractor, the Scope of the Tender shall be liable to be terminated.
15. The contractor shall indemnify the corporation against all claims which may be made under the Workmen's Comp. Act/Rules there under or under any law or rules of compensation payable in consequence of any accident/injury sustained by any person in his employment for the purpose of catering agreement.
16. The Contractor shall comply with requisitions issued by the Corporation or any Competent Authority pertaining to any matters in connection with the Catering services by the contractor.

17. 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 the employees appointed by the Contractor for the purpose of assisting the Contractor in all aspects relevant to this contract.
18. The contractor will be responsible for the remuneration of his employees.
19. The contractor or his staff shall not use the premises, properties, fixtures, fittings, etc. of the Corporation for any purpose other than those expressly provided in the contract. It shall be open to any official of the Corporation authorised in this behalf to inspect the hostel or any portion thereof.
20. The contractor is not entitled to assign or transfer howsoever the benefit or burden of the contract to any other person or firm.
21. Nothing herein contained shall be construed to create any tenancy in contractor's favour, of any of the Corporation's premises, properties or belongings and the Corporation may of its own motion, upon the termination of the contract, re-enter and retake and resume and retain absolute possession of the Corporation's belongings, both movable and immovable.
22. Any failure or omission on the part of the Corporation at any time to exercise any of its rights under the terms of the contract, shall never be construed as "waiver" and shall in no way impair or affect the validity of the terms and the rights of the Corporation to enforce its right at any time subsequently, with retrospective effect wherever found necessary.
23. 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.
24. The Corporation reserves the right to ask the contractor to remove and replace any workers for their failure to give quality service and the contractor shall be bound to replace the staff member/s concerned within a week from the date of such communication.
25. In all matters relating to or incidental to this Agreement, if there arises any doubt or dispute or disagreement the decision of the Principal, ZTC shall be final and binding on the contractor.
26. The contractor shall arrange and pay for policy under the Public Liability Insurance Act, 1991 and insure and keep insured all materials which are or have been declared to be hazardous under the notifications issued or that may be issued from time to time under the above said Act or any Rule framed there under and which are used by the Contractor during the course of the both the services.

27. The contractor shall obtain adequate Insurance Policy in respect of his workmen engaged for the service, towards meeting the Liability of Compensation arising out of death, injury/disablement at work etc. and shall regularly and punctually pay each and every premium as and when the same shall become due during the currency of the contract.
28. Medical check-up of all the boys deployed for preparing of food , serving the food and washing the utensils will be got done by the Contractor on half yearly intervals or as and when may be advised by the Corp[oration, at his cost and the medical fitness certificate(s) will be submitted to the Corporation. No boys will be deployed in the ZTC without proper medical check-up.

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CHECK-LIST FOR DOCUMENTS TO BE PLACED IN  
TECHNICAL BID PART-I ENVELOPE

- Certificate of Incorporation, Articles & Memorandum of Association,
- Certificate of Registration with Professional Tax Office, Central Govt.,
- Certificate of Registration under Haryana Govt. General Sales Tax Act.,
- Certificate of Registration under Service Tax Act,
- Certificate of Registration under Shops & Establishment Act,
- Certificate of Registration with the Office of the Regional Provident Fund Commissioner,
- Certificate of Registration with Employees' State Insurance Corporation,
- Audited Financial Statements (P & L and Balance Sheet) for the last three Financial Years,
- Income Tax Assessment copies for the last three financial years.
- Performance certificate from previous & present clients for last 3 years.
- List of personnel actually required for the services including technical/skilled personnel.
- List of works in hand indicating description of work, contract value, date of award, number of personnel and equipments deployed. Supporting documents from the organization to be enclosed.
- Earnest Money Deposit of Rs.30, 000.00 (Rupees Thirty Thousand Only) by way of Banker's Demand Draft in favour of "Life Insurance Corporation of India" Payable at Gurgaon.
- Banker's solvency certificates from Scheduled Commercial Bank obtained within last six months for minimum of Rs.12.00 Lac (Rupees Twelve Lac Only).
- Valid registration certificate/license with Labour Department under Contract. Labour (Regulation & Abolition) Act, 1970 as amended from time to time, till date. license for providing catering Services from concerned department of Central/State/municipal Authorities/any other Authority and comply with the provisions of Food Safety and Standards Act 2006 and Rules framed there under.

Note: The Contractor/Service Provider is requested to sign each and every page of Technical & Financial Bid of the tender.

COMPLIANCE REPORT

To

The Principal,  
Zonal Training Centre, LIC  
Plot No 81-A, Sector-18,  
Gurgaon

Sub: Tender for “Providing Catering Services on Contractual basis at ZTC, Gurgaon”

Dear Sir,

I/We certify that I/We have read the terms and conditions of the tender. I/We undertake that it is my/our responsibility to ensure that being the employer in relation to persons engaged/deployed by me/us to provide the services/activities under this tender as well as to make the payment of monthly wages/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 (C), Ministry of Labour & Employment, Government of India or as fixed by Labour Department, Haryana Government, which ever is applicable and Payment of compensation for Overtime/weekly off/National holiday/Any other holiday as applicable and amended from time to time.

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

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

I/We will also obtain License under Contract labour (R & A) Act, 1970 to provide Catering Services at ZTC, Gurgaon, if applicable.

Certified that I/We have read the tender document containing Notice inviting Tender, Eligibility Criteria, Instructions to Tenderer, general terms and conditions, Scope of work and all Annexures attached to and forming a part of tender document. I/We have understood the contents of complete tender document (Technical Bid as well as Financial Bid).

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

Place: .....

Signature of Tenderer: .....

Name of the Tenderers: .....

Date: .....

Address: .....

ANNEXURE- III  
TENDERING AGENCY'S PROFILE

Affix duly Attested  
P.P. Size recent  
photograph of the  
authorized  
representative of the  
prospective bidder.

1. Name of the Company/Individual/Firm/Organization :  
and Address (with telephone number)
2. Name of the Contact Person with Tel No. :
3. Details of Registration with Labour Deptt./ :  
MCH (Central/State)
4. Name of the Proprietor/Partners/ :  
Directors together with technical  
Qualifications :
5. Past Experience in the field : (years)  
(Please enclose testimonials on the above)

| Period of Contract |    | Name of the Firm/ Person/<br>Organization for whom for<br>whom catering contracts<br>undertaken | Type of the<br>Contract<br>undertaken | Value of<br>contract<br>& other<br>details | Remarks<br>, if any |
|--------------------|----|-------------------------------------------------------------------------------------------------|---------------------------------------|--------------------------------------------|---------------------|
| From               | To |                                                                                                 |                                       |                                            |                     |
|                    |    |                                                                                                 |                                       |                                            |                     |
|                    |    |                                                                                                 |                                       |                                            |                     |
|                    |    |                                                                                                 |                                       |                                            |                     |
|                    |    |                                                                                                 |                                       |                                            |                     |
|                    |    |                                                                                                 |                                       |                                            |                     |
|                    |    |                                                                                                 |                                       |                                            |                     |
|                    |    |                                                                                                 |                                       |                                            |                     |

(You can use additional sheets, if required)

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

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

(You can use additional sheets, if required)

7. Annual turnover during the last three financial years (Enclose copies of last three years Audited financial statements)  
(Average turnover not to be less than Rs.36.00 Lac p.a. in case of catering services):

| Year                                        | 2012-2013 | 2013-2014 | 2014-2015 |
|---------------------------------------------|-----------|-----------|-----------|
| Turnover (Rs. In Lac) for Catering services |           |           |           |

8. Whether an Income Tax Assessee? :  
If yes, Permanent Account Number :  
And enclose a copy of latest Assessment order.
9. Contract Labour (R&A) Act License No :
10. Registration No. under Shops & Establishment Act (enclose photocopy) :
11. Service Tax Registration No :  
Sales Tax Registration No :  
EPF Registration No :  
ESI Registration No :  
(Enclose photocopies of each)
12. Enclose Experience certificate from Previous & present clients :
14. No. of persons employed : Permanent :  
: Temporary :
15. Names of references and their addresses : a)  
With telephone numbers

b)

Date :

Signature of the Tenderer with seal  
Name & Address

**Note: Documentary evidences to be enclosed.**

Participation of near relatives of employees in the tender

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

Signature of Tenderer with seal

NO DUES CERTIFICATE

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

**DEED OF INDEMNITY EXECUTED IN FAVOUR OF  
THE LIFE INSURANCE CORPORATION OF INDIA**  
(On Non Judicial Stamp Paper of Rs.100/-duly notarized)

This deed of indemnity executed on \_\_\_\_\_ at Gurgaon  
by/on behalf of (Name and address of the Catering Services Provider) (herein referred to as  
the Service Provider/Contractor) favouring Zonal Training Centre, LIC, Gurgaon (Herein  
referred to as the Principal) having their office at Plot No. 81-A, Sector-18, Gurgaon witness  
as follows:

1. The Service Provider had been working for the Principal, ZTC, at Gurgaon for Providing Catering Services.
2. The Service Provider had made a Security deposit of Rs \_\_\_\_\_ only for providing Catering Services.
3. The Contract for providing Catering Services on contractual basis has been completed by me on \_\_\_\_\_ or the contract has been terminated/Cancelled by the Principal/Service Provider w. e. f. \_\_\_\_\_.
4. We have paid all dues of the workers engaged in aforesaid Catering Services and have also paid all the bills of the materials purchased from various vendors/suppliers for the purpose of the mentioned Catering and services
5. The Service Provider having satisfied the Principal that there are no outstanding dues of any sort and also that he has not caused any damage to the property of the Principal and on the request of the Service Provider the Principal has agreed to refund the aforesaid Security deposit.
6. Now in the above premises and in consideration thereof Service Provider agrees and undertakes as follows:
7. In the event of any dues to the workers found to be still unpaid or any amount found outstanding to the supplier of goods and articles purchased for the purpose of aforesaid Catering Services as provided to ZTC, Gurgaon or in the event of any damage, breakage or any other injury to the property of the Principal caused by the service provider or his workers, the Service provider/contractor shall, on being required by the Principal, pay and make good all those dues or damages forthwith.
8. In the event of delay or failure to pay or make good any amount in the above connection which the Principal has to pay or make good any such bills or incur any expenses or defend any proceedings with regard to the above, the Service Provider hereby undertakes to indemnify the Principal against all claims, demands, expenses, losses, proceedings and all liabilities of whatsoever nature.

9. We hereby confirm that we have complied with our all statutory duties and obligations as mentioned in the Tender, Agreement as well as various statutes as applicable to the Contract labour.
10. We also confirm having remitted all statutory deposits, as applicable, to the concerned authorities.

In witness whereof the Service Provider has signed this deed of indemnity at the place and date above mentioned in presence of following witness:

Witness:

1. Signature :  
Name :  
Address :

2. Signature :  
Name :  
Address :

Signature of the Service Provider/Contractor  
With Seal (Indemnifier)

(AFFIDAVIT ON STAMP PAPER REGARDING  
NON BLACKLISTING/PROSECUTION)  
(To be notarized)

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

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

Witness:

(Tenderer) Deponent

Verification:

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

(Tenderer)

**“SCOPE OF SERVICE”  
CATERING SERVICES AT ZTC, GURGAON**

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

| MEALS        |                       |                                               |                     |                                                         |                         |                                 |
|--------------|-----------------------|-----------------------------------------------|---------------------|---------------------------------------------------------|-------------------------|---------------------------------|
| S N          | NATURE OF MEAL        | SPECIFIED PERSONS                             | FREQUENCY           | CONTENTS                                                | GENERAL TIMING *        | VENUE                           |
| 1            | BREAKFAST             | TRAINEES/GUEST FACULTY STAYING AT ZTC         | DAILY AS REQUIRED   | AS PER MENU SPECIFIED IN THE TENDER AND APPROVED BY ZTC | 08.00 AM TO 09.30 AM    | DINNING HALL                    |
| 2            | LUNCH                 | TRAINEES/ZTC FACULTY/GUEST FACULTY AND GUESTS | --DO--              | --DO--                                                  | 01.15 PM TO 02.00 PM    | --DO--                          |
| 3            | DINNER                | TRAINEES/GUEST FACULTY STAYING AT ZTC         | --DO--              | --DO--                                                  | 08.00 PM TO 09.30 PM    | --DO--                          |
| REFRESHMENTS |                       |                                               |                     |                                                         |                         |                                 |
| 1            | BED TEA/COFFEE        | TRAINEES/GUEST FACULTY STAYING AT ZTC         | DAILY AS REQUIRED   | WITH BISCUITS                                           | 6.00 AM                 | IN HOSTEL ROOMS                 |
| 2            | PRE-LUNCH TEA/COFFEE  | TRAINEES/GUEST FACULTY AND GUESTS             | DAILY AS REQUIRED   | --DO--                                                  | 11.30 AM OR AS DIRECTED | LOBBY ADJOINING THE CLASS ROOMS |
| 3            | POST-LUNCH TEA/COFFEE | WITH BISCUITS                                 | DAILY AS REQUIRED   | --DO--                                                  | 3.30 PM OR AS DIRECTED  | --DO--                          |
| 4            | EVENING TEA/COFFEE    | --DO--                                        | DAILY AS REQUIRED   | WITH SNACKS AS DIRECTED BY ZTC                          | 5.00 PM OR AS DIRECTED  | --DO--                          |
| 5            | TEA/COFFEE            | OFFICERS & STAFF AT ZTC                       | ON ALL WORKING DAYS | WITH BISCUITS, SNACKS WITH EVENING TEA                  | 10.00 AM TO 5.00 PM     | OFFICE PREMISES                 |

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

In addition, the contractor will be required to arrange for sweeping and mopping of Dining Hall ( Before and after each meal), Kitchen (Daily at regular intervals) and Disposal of Kitchen Garbage (Daily at regular intervals as per the local authority rules and regulations)

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

## STANDARD OF SERVICE

1. The Service provider/Contractor must ensure compliance of the provisions of Food Safety and standards Act 2006, Food Safety and Standard Rules 2011, Rules and Regulations of Central Govt./Haryana Govt./Local Municipal Authorities and other statutory requirements as relevant to running canteen and providing catering services in ZTC. In case any penalty is imposed by the Central Govt./Haryana Govt./Local Municipal Authorities then it shall be the responsibility of the Service provider/Contractor to bear the same and any fine/penalty/legal expenses incurred by ZTC on this count shall be recoverable from the Contractor's bill and/or Security deposit.
2. The Service provider/Contractor shall ensure that the Kitchen, Dining Hall and Washroom are well maintained and properly cleaned for absolute hygiene and shall not permit litter of garbage/refuse etc. anywhere including the washbasin, lavatories and open space.
3. The Service provider/Contractor shall be responsible for disposal of garbage, waste etc. to a proper dumping ground as prescribed/permitted by Local Municipal Authorities, at his cost and resources.
4. The food items and eatables served to the trainees, faculty members, staff & guests shall be of quality as specified in Annexure-XII and shall be prepared and served under hygienic conditions. The service provided to the trainees, faculty members, staff & guests shall be prompt, courteous and orderly. The staff of the Service provider/Contractor should be healthy, properly dressed in neat and clean uniform, well behaved and properly trained to carry out the services required by them.
5. The authorized representative of the ZTC shall have the authority to inspect such articles of food and provisions being provided by the Service provider/Contractor and will have full powers to order discontinuance of use of certain food items/raw materials and provision which are not as per specification mentioned in the Tender document or are found to be of unsatisfactory standard or on the grounds of hygiene.
6. The Service provider/Contractor shall maintain a register of complaints and suggestions in the dining area displayed prominently, where the trainees/guests/authorized officials of ZTC can register their complaints/views. The Service provider/Contractor will put their own comments/observations on the entries made in the register regarding follow up action taken on complaints and produce the register to designated officer of ZTC on a regular basis for verification. The contractor shall also arrange to obtain feedback from participants as per proforma given in Annexure-XI and produce before the competent authority.
7. All catering services being provided in the dining hall should be organized as per the timings given in the Annexure-VII of Tender document or as per modified timings advised by the designated officer of the ZTC.

8. Vegetarian and non-vegetarian cooking shall be done separately and dishes should also be served separately.
9. In case of a participant/faculty/guest faculty being on fast or being sick, the Service provider/Contractor shall supply suitable food to them as per request, within the cost of normal menu.
10. All left-over food should be properly and promptly disposed off and must not be served again in any manner or form.
11. Dining Table should have water jug, drinking water glasses, napkins, salt and pepper etc. properly arranged to seat four persons or more as per requirement.
12. Although there will be self service by the trainees, but the Service provider/Contractor should have sufficient number of workers for serving the food.
13. The soap containers in the wash hand area and washroom should have sufficient liquid soap of standard make and should have neat and clean towels for every meal.
14. Only fresh vegetables and fruits should be used.
15. Chicken, Mutton, fish and eggs should be fresh and kept in deep freezer.
16. Cleaning material should be of good quality.
17. If the standard of Services as mentioned above or elsewhere in the tender document are not maintained to the satisfaction of ZTC authorities, appropriate penalty as per Annexure XVIII will be imposed and amount thereof will be deducted from the Contractor's bill and/or Security deposit.

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## MENU OF MEALS AND REFRESHMENT

1. The menu of all meals and refreshment to be offered everyday will be prepared for a period of one month or for a fortnight and submitted to the designated officer of ZTC Well in advance for approval. The menu thus approved shall be displayed in the dining hall for each meal. ZTC has the right to change/amend any items of the menu at any time, depending on need.
2. The menu of various meals/refreshments shall be as under;

**SCHEDULE OF FOOD ITEMS:**

| SN | DESCRIPTION    | MENU/ITEM DETAILS                                                                                                                                                                                                                                                                                                                | FREQUENCY                                                                                             |
|----|----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|
| 1  | Bed Tea        | Morning Tea (with branded Tea bag)/Coffee (150 ml.)                                                                                                                                                                                                                                                                              | EVERYDAY OF STAY AS PER THE TIME SPECIFIED BY ZTC                                                     |
| 2  | Breakfast      | (1) TOAST + BUTTER & JAM<br>(2) CORN FLAKES/DALIA WITH MILK<br>(3) BOILED EGG/OMELETE/EGG BHOORJEE<br>(4) FRESH FRUITS<br>(5) TEA/COFFEE/MILK<br>(6) 1 ITEM AS PER SCHEDULE GIVEN BELOW                                                                                                                                          | AS PER NEED WITH 20 GMS BUTTER AND 20GMS JAM PER PERSON EVERYDAY OF STAY AS PER TIME SPECIFIED BY ZTC |
| 3  | Pre-Lunch Tea  | TEA (WITH BRANDED TEA BAGS OR COFFEE AND TWO VARIETIES OF BISCUITS (ONE SWEET AND ONE SALTED))                                                                                                                                                                                                                                   | EVERYDAY OF STAY AS PER TIME SPECIFIED BY ZTC                                                         |
| 4  | Lunch          | (1) VEGETABLE SOUP<br>(2) SALAD<br>(3) PLAIN RICE/FRIED RICE/PULAO (BASMATI RICE ONLY)<br>(4) TAWA ROTI/ROTI/NAAN/MISSI ROTI<br>(5) TWO VEGETABLE DISHES (ONE DRY) ONE OF THEM A PANEER DISH AS PER SCHEDULE GIVEN BELOW<br>(6) DAL<br>(7) PAPAD, PICKELS, CHATNI AND CURD/RAITA<br>(8) 1 SWEET DISH AS PER SCHEDULE GIVEN BELOW | --DO--                                                                                                |
| 5  | POST LUNCH TEA | TEA (WITH BRANDED TEA BAGS OR COFFEE AND TWO VARIETIES OF BISCUITS (ONE SWEET AND ONE SALTED))                                                                                                                                                                                                                                   | --DO--                                                                                                |
| 6  | EVENING TEA    | TEA (WITH BRANDED TEA BAGS OR COFFEE AND ONE SNACKS ITEM AS PER                                                                                                                                                                                                                                                                  | --DO--                                                                                                |

|   |                   |                                                                                                                                                                                                                                                                                                                                  |        |
|---|-------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
|   |                   | SCHEDULE GIVEN BELOW                                                                                                                                                                                                                                                                                                             |        |
| 7 | DINNER            | (1) VEGETABLE SOUP<br>(2) SALAD<br>(3) PLAIN RICE/FRIED RICE/PULAO (BASMATI RICE ONLY)<br>(4) TAWA ROTI/ROTI NAAN/MISSI ROTI<br>(5) TWO VEGETABLE DISHES (ONE DRY) ONE OF THEM A PANEER DISH AS PER SCHEDULE GIVEN BELOW<br>(6) DAL<br>(7) PAPAD, PICKELS, CHATNI AND CURD/RAITA<br>(8) 1 SWEET DISH AS PER SCHEDULE GIVEN BELOW | --DO-- |
| 8 | AS DECIDED BY ZTC | 1 NON-VEG ITEM OUT OF MENU AS PER SCHEDULE GIVEN BELOW                                                                                                                                                                                                                                                                           | --DO-- |

**SCHEDULE OF ALTERNATE ITEMS OF MENU:**

| SN | MEAL/REFRESHMENT | ITEMS TO BE PROVIDED                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | FREQUENCY                                     |
|----|------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|
| 1  | BREAKFAST        | (1) ONE NORTH INDIAN ITEM CONSISTING OF STUFFED PRATHA WITH CURD/PLAIN PRATHA WITH SABJI/PAO BHAJI/CHOLE BHATURE/PURI WITH SABJI/KULCHE CHOLE/CHEELA OR SUCH OTHER ITEM OR<br>(2) ONE SOUTH INDIAN ITEM CONSISTING OF IDLI/VADA/DOSA/UTTAPAM/UPMA OR SUCH OTHER ITEMS WITH COCONUT CHATNI AND SAMBHAR                                                                                                                                                                                                           | EVERYDAY OF STAY AS PER TIME SPECIFIED BY ZTC |
| 2  | LUNCH/DINNER     | <b>VEG. WET CURRIES:</b><br>(1) MATAR PANEER, , SHAHI PANEER, KADAH PANEER, PALAK PANEER, CHILLI PANEER, PANEER MASALA, VEG. MALAI KOFTA, ANY OTHER PANEER CURRY<br><b>DRY CURRIES:</b><br>(2) MIXED VEGETABLE, TAWA SABJI (KARELA, BHINDI, ARABI, BAIGAN, GOBHI) ALU BAIGAN, BAIGAN BHARTA, KATHAL, ALU GOBHI, ALU GAJJAR MATAR, PALAK/SAAG, ALU METHI, CABBAGE, TINDA, LAUKY, KALI TORAI, CAPSICUM, CARROT, BEANS, ANY OTHER SEASONAL VEG. DRY CURRY<br><b>DAL:</b><br>(3) PALAK/METHI + MOONG, DAL FRY, URAD |                                               |

|   |        |                                                                                                                                                                                                                                                                                                                                                                                                                             |  |
|---|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
|   |        | DAL, MASOOR DAL, DAL CHANA, DAL ARHAR, DAL MAKHANI, MIX DAL, RAJMA, CHHOLEY, KADHI PAKORA<br><b>SWEETS:</b><br>(4) GULAB JAMOON, RICE KHEER, JALEBI, GAJAR HALWA, MOONG DAL HALWA, SUJI HALWA, FRUIT CUSTARD, RASGULLA, ICE CREAM, FRUITS CREAM, FRUIT.<br><b>NON-VEG.</b><br>(5) CHICKEN CURRY, KADAI CHICKEN, CHICKEN FRY, CHICKEN MASALA, CHILLY CHICKEN, FISH FRY, FISH CURRY, EGG CURRY, CHICKEN BIRYANI, EGG BIRYANI. |  |
| 3 | SNACKS | VEG./ONION/CAPSICUM/PALAK/GOBHI PAKODA, SAMOSA, DAL WADA, VEG. SANDWITCH, VEG. CUTLET, BOILED AND SAUTED GERMINATED MOONG, BOILED CHANNA, POHA, VEG PATTIES, NOODLES, SPRING ROLL.                                                                                                                                                                                                                                          |  |

**NOTE:**

1. The list above is only indicative and not exhaustive. It would be to the credit of the Caterer to add any number of items under their respective heads to make the list more versatile.
2. Any special sweet purchased from outside due to special order have to be at actual cost for which cash bill will have to be produced.
3. Adequate quantities to be served on buffet basis without any limit.
4. Fried Sonf, Candy Sugar, Toothpicks to be served at the end of breakfast, lunch and dinner.
5. Each serving should contain minimum of: Corn Flakes–50 gms, Milk–200 ml, Sweet–100 gms, Non-veg.–150 gms, Snacks–75 gms and all other food items/beverages will be on an “Unlimited” and buffet basis as per the requirement of the participants/guests. No proportioning is allowed.
6. Chutney for breakfast will be with coconut/coriander/ginger/tomato/groundnut.
7. The pots for side curries shall be of at least 150 ml size.
8. Candies, Toffees, Mints, etc has to be provided in the training rooms as per requirement.

## NAME OF THE SERVICE PROVIDER/CONTRACTOR

## FEEDBACK QUESTIONNAIRE

On Quality of food and Service

DATE:

BREAKFAST/ LUNCH/DINNER

Session No: \_\_\_\_\_

Particulars of the Session: \_\_\_\_\_

Duration of the Session: \_\_\_\_\_

Please tick ( ) on the relevant box

|                                                                                                                      | Poor       | Fair | Good | V-Good | Excellent |
|----------------------------------------------------------------------------------------------------------------------|------------|------|------|--------|-----------|
| 1 How would you overall rate the quality of food? (Give your rating in scale of 1 to 5 where 5 is Excellent Rating?) | 1          | 2    | 3    | 4      | 5         |
| 2 Please give your rating for each category given below:                                                             |            |      |      |        |           |
| BREAKFAST                                                                                                            | 1          | 2    | 3    | 4      | 5         |
| LUNCH                                                                                                                |            |      |      |        |           |
| A) Soup                                                                                                              | 1          | 2    | 3    | 4      | 5         |
| B) Main Course                                                                                                       | 1          | 2    | 3    | 4      | 5         |
| C) Dessert                                                                                                           | 1          | 2    | 3    | 4      | 5         |
| DINNER                                                                                                               |            |      |      |        |           |
| A) Soup                                                                                                              | 1          | 2    | 3    | 4      | 5         |
| B) Main Course                                                                                                       | 1          | 2    | 3    | 4      | 5         |
| C) Dessert                                                                                                           | 1          | 2    | 3    | 4      | 5         |
| 3 How would you rate the Service Standard?                                                                           | 1          | 2    | 3    | 4      | 5         |
| 4 How would you rate the Hygiene Standard of the Cafeteria?                                                          | 1          | 2    | 3    | 4      | 5         |
| 5 How was the food Served?                                                                                           | Very hot   |      |      | Hot    |           |
|                                                                                                                      | Just right |      |      | Cold   |           |

6 Was there any item of food which was sub-standard? If yes, please specify Yes/No

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7 Was the quantity of food served sufficient? Yes/No

8 Any other comments:

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On behalf of LICl, ZTC, Gurgaon

Name of  
Participant

the

Signature of the  
Participant

All the food ingredients to be used for preparing the meals and the refreshment should be of standard quality and should correspond to the standards specified below:

- COOKING OIL – Refined Soya Oil/Ground Nut Oil/Sun Flower Oil/Desi Ghee of standard brand (Agmark)
- RICE – Whole Grain Basmati (Lal Quila, Kohinoor, Dawat, India Gate) or equivalent.
- FLOUR - Annpurna, Shaktibhog, MP Wheat flour, Ashirvad
- PULSES & BESAN – Rajdhani, Shaktibhog or Equivalent
- DESSERT – 1. The items such as Rasgulla, Gulab Jamun and other sweets are to be purchased from shop approved by ZTC 2. Moong Dal Halwa, Gajar Halwa, Sooji Halwa are to be prepared in Desi Ghee 3. Kheer, Sevian, fruit custard are to be prepared in milk 4. Fruit Cream to be prepared with Mother Dairy/Amul Cream
- TEA /TEA BAG - Taj Mahal, Assam, Brook Bond, Lipton
- DALIA - Rasoi Ratan or MP Wheat
- CORN FLAKES – Mohan Meakin, Kellogg's, Chocos or Equivalent
- PICKLES – Mother's Recipe, Tops, Pachranga, Nilons
- MILK/MILK PRODUCTS- As per dairy specifications with recommended fat contents for comparison Prag, Amul, Mother Dairy or Equivalent.
- FRUIT CAKES – Britannia
- BREAD - Britannia
- BUTTER - Amul, Mother Dairy or Equivalent
- BISCUITS - Britannia (Good Day), Parle-G, Monaco, and/or Priyagold
- JAM (MIXED FRUIT) - Kissan, Tops
- SAUCE (TOMATO/CHILLI) - Kissan, Maggi
- FRUITS - Good quality fruits to be served for minimum weight of 150/200 grams. Apple, Guava, Orange, Mango etc. to be served in full (i.e. 1 Piece)
- CHICKEN, MUTTON & FISH- To be purchased from shop approved by ZTC

- PAPAD- Lijjat or Equivalent
- ICECREAM- Kwality, Mother Dairy, Vadilal, Amul or Equivalent
- VEGETABLES- Should be fresh and not over ripe
- SPICES- MDH, Ashoka, Catch, Badshah, Maharaja or Equivalent (Agmark)

The list is illustrative and not exhaustive and ZTC may provide Standards of quality of raw material or food material from time to time.

### “DEPLOYMENT OF SUPERVISOR AND WORKERS”

The contractor shall provide adequate number of competent and well-trained work force (Manager, Supervisor, Chef, Head Cook, Cooks, Assistant Cook, Stewards, Pot washers, Service personnel, Store keeper etc) for cooking (including expert Chefs for Pan Indian Cuisine), cleaning and maintenance of kitchen & dining hall. The number of workers deployed shall be maintained at an adequate level sufficient to manage the activities of the training centre at all times. The contractor should have full control of such workers and shall give necessary guidance and direction to carry out the jobs assigned to them by the contractor and will also be responsible for the payment of their wages/dues and other facilities if any. The catering and kitchen workers are to be identified separately and not allotted sundry duties elsewhere in the premises. Under no circumstances sweepers/cleaners should be made to work in kitchen or canteen either for cleaning utensils or for serving food. The minimum number of workers for kitchen and stores shall consist of the following and they should be available round the clock.

- a) The Head Cooks and Assistant Cooks should be proficient in different cuisine (South Indian/North Indian/Multi cuisine etc.,)
- b) Appointed Chef/Head Cooks will have to undergo a trade test to be arranged by the contractor
- c) One of the Head Cooks should be available till completion of the dinner on all days.
- d) The workers for dining halls should include stewards for cleaning the tables before and after every service, removing the plates, tumblers etc, replacing fresh tumblers, filling the water jugs with water from RO plant
- e) The workers for service should include stewards for catering services to Guest Dining Hall, Principal's Secretariat, Vice Principal's Secretariat, Faculty Member cabins, Admin office.

#### NOTES:

1. The Service Provider/Contractor may be required to arrange additional workers/waiters beyond what is required as specified above, if required by ZTC for any duration or special meetings or programs etc. ZTC may consider payment of minimum wages for such additional worker(s), on per day worker basis.
2. The supervisor and other workers to be deployed should have necessary qualifications and experience. The Supervisor should have working knowledge of English and Hindi and other workers should have working knowledge of Hindi.
3. The supervisor and other workers deployed by the Service Provider/Contractor should be healthy, free from any communicable disease, medically fit for handling food and certified for fitness before employment. They will be subject to medical examination as and when required and the expenses thereof, if any, will be borne by Service Provider/Contractor.

4. Supervisor shall oversee all the affairs of catering at all times and specially during meal times. This person should have full authority and resources for efficient running of catering service.
5. The Service Provider/Contractor shall ensure that the working hours of the Supervisor and workers are regulated in such a manner that total number of working hours per worker in a day do not do not exceed as stipulated under the Minimum Wages Act 1948 and other Labour Laws in force including rules framed there under.
6. On receipt of work the service provider/Contractor will supply a list of names with the bio-data duly certified along with photograph of all the persons to be deployed under this contract at ZTC. In case of replacement of workers/Supervisor, his certified Bio data should be immediately submitted to ZTC.
7. ZTC reserves the right to expel any worker of the Service Provider/Contractor who is found guilty of misconduct.

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### Uniform for the Supervisors and Workers

The Service Provider/Contractor will arrange to provide winter and summer uniform along with shoes to Supervisors and other Workers within 15 days of award of work. The design/colour/quality/fabric of the uniform and the brand of shoes to be provided will be approved by ZTC.

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

The Service Provider shall be responsible for providing new uniform and shoes if the same are damaged by his workers before its replacement is due. The cost of such replacement will also be borne by the Service Provider/contractor. The Service Provider/Contractor shall be responsible for washing/ironing/maintenance/pre-mature replacement of the Uniform and expense thereof shall be borne by Service Provider/contractor. Accordingly, provision thereof may be kept while quoting the rates in the financial bid.

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**“SERVICE CHARGES”**  
**[COST OF FOOD, REFRESHMENT AND SERVICES]**

The Service Provider/Contractor will be paid the cost of meals and/refreshment at the rate quoted by him in Financial Bid subject to the following provisions:

1. ZTC does not guarantee any minimum number of participants during any period. Notwithstanding this, the contractor's catering service shall be available throughout the year without any break. However, if there are no sessions during a week and if the food bill is less than Rs.5000/- in any week, ZTC undertakes to guarantee an amount of Rs.5000/- per week by paying the balance amount to bring it to Rs.5000/- per week.
2. For official guests, the approval of the CA will have to be taken within 24 hours. Payment in respect of Guest Faculty and other Guests of employees of ZTC will be as per bifurcated rates on the basis of actual refreshment/meals taken. The Service Provider/Contractor has to maintain a record of the same.
3. The contractor shall keep the canteen open and arrange for catering services one day prior to the commencement of a session and one day after the closing of a session, for the participants present in the hostel. The bill for such actual attendance will be paid by ZTC. The Service Provider/Contractor has to maintain a record of the same.
4. The rates quoted in Financial Bid are inclusive of all overheads and taxes such as VAT or any other tax levied by the Govt. etc. However, actual Service Tax if applicable will be borne by ZTC.
5. All statutory deductions such as TDS, surcharge, Education cess, Higher education cess etc. will be deducted from the total bill amount as applicable from time to time.

**NOTE:**

The Service Provider/Contractor will be required to arrange additional workers/waiters beyond what is specified above, if required by ZTC for any duration or special meetings or programs etc. ZTC may consider payment of minimum wages for such additional worker(s), on per day worker basis.

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

| SN | REQUIREMENT      | TIMELINE                 | INFORMATION REQUIRED                                                                                                                                                                                                                                                                                                                                                                                                       | SUPPORT DOCUMENTS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|----|------------------|--------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | Bill for charges | To be raised Fortnightly | <p>Following information is required in the bill</p> <p>a) Bill No/date clearly written</p> <p>b) Training Batch (s) Session number Start date and end date</p> <p>c) No of Trainees/Guests</p> <p>d) Billing Rate</p> <p>b) Service-tax regn. number [no service tax will be payable incase the invoice does not bear the service tax number]</p> <p>c) PAN Number</p> <p>d) Any other information prescribed by ZTC.</p> | <p>a) Photocopy of the Muster Roll (attendance register) of the month duly endorsed by the Contractor/Works Manager.</p> <p>b) Photocopy of Penalty register in respect of Supervisor and Workers.</p> <p>c) Salary receipt sheet of that month on the format prescribed under the relevant statutes.</p> <p>d) Photocopy of challan of previous month in respect of EPF and ESI duly deposited with the appropriate authority (Employers and Employees contribution) along with list of the Supervisor and Workers bearing PF/ESI number, their individual amount of EPF/ESI deposited (Employers and Employees share). The challan should not include the EPF/ESI contribution of the other firms of the contractor.</p> <p>e) Details of Number of daily refreshment/meals served to the Guest Faculty/Guests.</p> <p>f) Photocopy of missing meals and No meal register maintained at the reception.</p> <p>g) Photocopy of the check-in and checkout register of the trainees maintained at reception.</p> <p>h) Any other document as required by ZTC,.</p> |

**Equipment and Facilities for Canteen and Services  
Available/ To be provided by LICl**

| SN | FACILITY                                | QUANTITY           |
|----|-----------------------------------------|--------------------|
| 1  | Water                                   | As per requirement |
| 2  | Electricity                             | As per requirement |
| 3  | Gas Cylinder with regulators            | 06 regulators      |
| 4  | Deep freezer                            | 01                 |
| 5  | Refrigerator                            | 02                 |
| 6  | Bain Marie                              | 01                 |
| 7  | Wet grinder                             | 01                 |
| 8  | Electrical and other Furniture fixtures | As available       |
| 9  | Dosa Tawa                               | 01                 |
| 10 | Microwave                               | 02                 |
| 11 | Insect Killer                           | 03                 |

**To be arranged by the Service provider/Contractor:** All other things required for Serving and cooking like crockery, cutlery, cooking utensils, glassware, juicer/mixer, toasters, grinders, microwave and other necessary articles required and suitable for running the canteen shall be arranged by the contractor at his own cost. The contractor shall at all times keep and maintain all these articles in a clean, neat, hygienic and tidy order and condition. The contractor shall also provide all utensils and equipments for Buffet Style (Breakfast/Lunch/Dinner).

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**PENALTY CLAUSES**

1. Deduction of minimum 5% of total food bill of a particular session if the Poor and Average rating feedback from the participants in respect of Quality or Quantity or Both is reported and the decision of Canteen Committee shall be final and binding.
2. The workforce of the contractor is required to make judicious use of water. Any wastage of water noticed by officials of LIC ZTC, penalty of Rs.500/- (Rupees five hundred only) for each occasion will be deducted.
3. If the workforce of the contractor are found not wearing uniform or gloves, or Headgear or identity cards during their duty time inside the premises, penalty of Rs.100/- (Rupees one hundred only) for each person of the workforce for each occasion will be deducted from the monthly bill.
4. In case of sub standard food items or prohibited / health hazardous items, appropriate penalty not exceeding 10% of monthly food bill will be deducted.
5. The Contractor has to compensate LIC ZTC, in case of any default or dereliction of duty on their part in any manner in adhering to the terms and conditions as agreed to, equivalent to amounts chargeable for getting the job done from outsiders at piece meal rates plus the office overheads for the time and energy of various officials and staff as may be decided by the competent authority.
6. The Contractor has to compensate LIC ZTC, in case of any default or dereliction of duty on their part in any manner in adhering to the terms and conditions as agreed to, equivalent to amounts chargeable for getting the job done from outsiders at piece meal rates plus the office overheads for the time and energy of various officials and staff as may be decided by the competent authority in the following:-
  - a. Non-disposal of garbage and kitchen waste.
  - b. Not following the instructions given by the competent authority.
  - c. Failure by the contractor to perform any of the obligations under this contract, in accordance with the provisions of this contract.
7. In case the services are not found satisfactory, the competent authority shall be at a liberty to withhold any payment/s that may be due to the contractor till such time, such services are rendered to the satisfaction of the competent authority.
8. Any damage to the assets of LIC ZTC either by Contractor or his workforce will be recovered from the monthly bills
9. Other Penalties:

| S No | Nature                                                                                   | Penalty                                   |
|------|------------------------------------------------------------------------------------------|-------------------------------------------|
| A    | Complaints entered in the Complaints /Suggestion Register and unattended within 24 hours | Rs.100/- per each unattended complaint    |
| B    | Not wearing Uniform                                                                      | Rs.100/- per person per day               |
| C    | Misuse of any space including Hostel room/ Entry of any unauthorized person              | Rs.1000/- per day per unauthorized person |
| D    | Delay / Non performance in providing services as per the specified time schedule         | Rs.100/- per each item / day of delay.    |
| E    | Failure to dispose off garbage daily                                                     | Rs.300/- for each failure                 |
| F    | Any persistent lapse                                                                     | Double penalty                            |
| G    | Pilferage/ damage/ loss to ZTC in any manner                                             | As assessed by the Competent Authority    |
| H    | Any lapses (other than mentioned above) related to all services                          | As assessed by Competent Authority        |

It is specifically agreed by the contractor that all deficiencies including the above will attract recovery and the deductions will be effected without any notice to the contractor.