

Satara Divisional Office, Jeevan Tara Building, 513, Ganpatdas Devi Path, Powai Naka, Satara. Pin-Code-415 001 Email Id <u>-os.satara@licindia.com</u> Phone no. 02162-224727/728

TENDER DOCUMENTS

For Providing

Catering and Housekeeping Services At

Sales Training Centre(STC), Satara- 415 001

Number of Pages are 66 (Sixty Six)

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

Tender Program

i)	Issue of tender document	08.07.2024 to 22.07.2024 from 10 am to 4.30 pm
ii)	Tender document Fee (Non-refundable)	Rs.590.00 (Rs. Five Hundred ninety only)
iii)	Date of Pre-bid Meeting	15.07.2024 at 11.30 am
iv)	Last date & time for submission of Tender	22.07.2024 up to 4.30 pm
v)	Date & time of opening Technical Bids	23.07.2024 at 11.30 am
vi)	Earnest Money Deposit (EMD)	Through Demand Draft Rs.110000/ (Rupees One lakh Ten thousand only Only)



Satara Divisional Office, Jeevan Tara Building, 513, Ganpatdas Devi Path, Powai Naka, Satara. Pin-Code-415 001 Email Id <u>—os.satara@licindia.com</u> Phone no. 02162-224727/728

Contents

SN	Description		Page
	ı		from
			to
1	Cover Page		1-1
2	Contents		2-2
3	Notice Inviting Te	nder & Eligible Criteria	3-4
4	Instruction to the		5-6
6	Terms & Conditio	ns	8-14
7	Scope of Work		14-23
8	ANNEXURE:		
			i.
	Annexure-I -	Check List of the documents to be attached	29
		With Technical Bid Part-I	
	Annexure- II -	Compliance Report	30
	Annexure- III -	Tendering Agency's Profile	31-32
	Annexure- IV -	Participation of near relatives of Employee	33
	Annexure- V -	No Dues Certificate	34-35
	Annexure- VI -	Affidavit regarding Non Blacklisting/	36
		Prosecution	
	Annexure- VII -	Scope of Services-Catering	37-38
	Annexure - VIII-		
	Annexure- IX -	Standard of Services	41-42
	Annexure- X -	Menu of Meals & Refreshment	43-16
	Annexure- XI -	Quality of Food Materials	47-48
	Annexure- XII-	Deployment of Supervisor & Workers for	49-50
		Catering and House Keeping Services	
	Annexure - XIII -	Uniform of Supervisor & Workers	51
	Annexure - XIV-	Payment to Contractor	52-53
	Annexure - XV-	Billing Process & Documents	54-55
	Annexure - XVI -	Equipments & Facilities provided by LICI	56-56
	Annexure - XVII	Format of Financial Bid	57-58
	Annexure-XVIII	Affidavit on Rs.500/ stamp paper	59
	Annexure-XIX	Pre Contract Integrity Pact	60-



Satara Divisional Office, Jeevan Tara Building, 513, Ganpatdas Devi Path, Powai Naka, Satara. Pin-Code-415 001 Email Id <u>—os.satara@licindia.com</u> Phone no. 02162-224727/728

NOTICE INVITING TENDER

Invitation of Tenders for Catering and Housekeeping Services at Sales Training Centre (STC), Satara D.O

TENDER No. 3

Life Insurance Corporation of India, Satara Divisional Office, "Jeevan Tara" Ganpatdas Devi Path, 513, Sadar Bazar, SATARA- 415001. intends to invite sealed tenders for Catering and Housekeeping Services at STC, SATARA from reputed licensed organizations/ individuals having sound financial capacity and proven track record of at least 3 years in the field with an annual turnover of Rs.30 Lakhs and above to large training institutions/ colleges etc. for providing multi cuisine Vegetarian/ Non Vegetarian food to about 70 or more executives/ residential trainees per day. Average attendance per month may be around 250 to 300 trainees.

The tenderers fulfilling the criteria specified in tender format shall be considered for further evaluation. Application Forms may be obtained from OS department of Satara DO "Jeevan Tara", Ganpatdas Devi Path, 513, Sadar Bazar, SATARA- 415001 from 08.07.2024 to 22.07.2024 from 10.00 am to 4.30 pm on all working days except Saturday, Sunday and Holidays.

Tender format containing Terms & Conditions for Catering Services at STC, SATARA is also available in tender link on our website www.licindia.in from 08.07.2024 to 22.07.2024. Last date for submission of filled in tenders to our office will be on 22.07.2024 at 4.30 pm. Tenderers will have to send a DD for Rs. 500+Rs.90 (GST), Five hundred Ninety only, towards tender fee along with the completed tender. The Senior Divisional Manager, LIC OF INDIA, Satara, reserves the right to reject/ issue the tender to any agency at his sole discretion without assigning any reasons whatsoever.

Technical bid" in Annexure- A" along with enclosures, Demand draft for Tender fee Rs.590 and EMD of Rs.110000/-. Second sealed cover super scribed as "Financial Bid OR Price bid" in Annexure- B". These two individual sealed covers are to be kept in a single big sealed cover super scribed as Tender for Catering and Housekeeping Services at STC, LIC SATARA- Last date to reach us is 22.07.2024 by 4.30 pm

The sealed technical bid should be accompanied with a refundable EMD of Rs. 110000 (Rupees One lakh Ten Thousand only) in the form of DD favour of "LIC of India", drawn on any nationalized bank payable at SATARA, without which the bid will not be considered. The EMD will not carry any interest and it will be refunded to the unsuccessful bidders soon after finalization of the tender. The EMD deposited by the successful bidder will be converted into Security Deposit and it will not carry any interest.

The terms & Conditions governing the tender are given in the Tender form. The tender for Catering, Housekeeping Services and maintenance contains 19 pages (2-19) numbered serially. All pages of the tender forms will have to be signed by the tenderer as proof of its acceptance.

The sealed cover should be super scribed as "TENDER FOR CATERING SERVICES AT LIC, STC, SATARA & it is to be submitted to

O.S. Department, LIC OF INDIA, Satara D.O.

"Jeevan Tara" 513, Ganpatdas Devi Path, Sadar Bazar, SATARA- 415001.



Satara Divisional Office, Jeevan Tara Building, 513, Ganpatdas Devi Path, Powai Naka, Satara. Pin-Code-415 001 Email Id <u>—os.satara@licindia.com</u> Phone no. 02162-224727/728

All information with regard to any modification / amendment / extension of dates etc. in respect of this tender, till the entire process is completed, shall be uploaded on our website www.licindia.in. Important information for tenderers:

i)	Issue of tender document	08.07.2024 to 22.07.2024 from 10am to 4.30 pm	
ii)	Tender document Fee (Non-refundable)	Rs.590.00 (Rs. Five Hundred ninety only)	
iii)	Date of Pre-bid Meeting	15.07.2024 at 11.30 am	
iv)	Last date & time for submission of Tender		
v)	Date & time of opening Technical Bids	23.07.2024 at 11.30 am	
vi)	Earnest Money Deposit (EMD)	Through Demand Draft Rs.110000/- (Rupees One lakh Thirty Thousand Only)	

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.
- 2. The applicant must have a proven track record of minimum 3 years with reputed clients in rendering Catering and House keeping service.
- 3. The applicant must have sound financial capacity / credit worthiness acceptable to LIC of India.
- 4. The applicant must have an annual turnover of Rs.30 lakhs and above during the last three Financial Years.
- 5. A) The applicant must produce relevant documentary evidence along with the tender application form.
 - B) Non-disclosure of relevant information or furnishing of incorrect information / documents shall lead to disqualification.
- 6. The applicant must not have been at any time declared as insolvent or convicted for any offence.
- 7. The applicant shall comply with all the requirements of labor laws; obtain all licenses / approvals / permissions to carry on the business of Catering and Housekeeping services
- 8. The applicant should not have rescinded/abandoned any Catering and Housekeeping contract awarded by any of his clients before the expiry of prescribed period of contract.
- 9. The applicant should not be a sub-contractor to any other entity/ person,
- 10. The applicant has not suffered any disqualification to render the Catering and House keeping services at any time in respect of matters enumerated here in.

11. The applicant should not be a party to any cartel at any time for processing any contract including the present Tender.

Sr. Divisional Manager

N



Satara Divisional Office, Jeevan Tara Building, 513, Ganpatdas Devi Path, Powai Naka, Satara. Pin-Code-415 001 Email Id <u>—os.satara@licindia.com</u> Phone no. 02162-224727/728

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)

- The Training Centre is having Hostel Block, Administrative Block, Training Halls with total 22,000 Sq.ft. The Hostel is having 35 rooms for the participants, 1 room for Guest faculties, a TV room, Common waiting room, Dining Hall, corridors etc. The Administrative Block is having Library, Administration Department, Faculty Rooms, 3 Lecture Halls, Sports Room, Auditorium, Corridors, Staircase etc. However, before submitting the tender, 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 STC Satara under any circumstances subsequently.
- 2) 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.
- 3) All the information as required in the tender document should be filled up in the relevant part and no column should be left unfilled.
- 4) The list of documents as per Annexure-1 is to be attached along with Technical Bid—(Annexure III) in one envelope and financial Bid-Annexure-XVII in another envelope 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 and per month for Housekeeping 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 Contractor must also give the bifurcation of the package rate quoted by them.
- 5) All overwriting/corrections should be duly signed by the tenderer.
- 6) 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 rejection of the bid.
- 7) Tenderer signing the tender must clearly specify whether he is signing as sole proprietor, partner, under power of attorney or as Principal/Manager/Secretary etc., as the case maybe.
- 8) Initially, the contract will be awarded for two Years 2024-2026, which may be extended on the basis of satisfactory services to the satisfaction of STC Satara, for the third year& fourth year on the original terms and conditions.
- 9) L.I.C. Satara may at its discretion, amend/modify the tender and/or extend the deadline for



Satara Divisional Office, Jeevan Tara Building, 513, Ganpatdas Devi Path, Powai Naka, Satara. Pin-Code-415 001 Email Id <u>-os.satara@licindia.com</u> Phone no. 02162-224727/728

submission of tenders at any time prior to the last date for submission of Tenders. L.I.C. Satara may for any reason, whether at its own initiative or as a consequence of Pre-Bid conference in response to a clarification sought by a prospective Tenderer, may modify the Tender documents by amendment and information thereof will be uploaded on the Corporation's website 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 the Corporation's website.

- 10) L.I.C. Of India, Satara Division reserves the right to accept or reject any or all the tenders without giving any notice or assigning any reason whatsoever. The decision of Satara Division in this regard shall be final and binding on all.
- 11) The Contractor shall not employ any person below the age of 18 years. The Contractor shall indemnify STC Satara & its representative (s) from and against all claims and penalties which may be suffered by STC Satara, by reason of any default on the part of the Contractor to observe and/or in the performance of the provisions of Child Labour (Prohibition & Regulation) Act, 1986 OR any re-enactment or modification of the same.
- 12) Unsealed or improperly sealed tenders are liable to be rejected. Conditional Bids shall also be summarily rejected.
- 13) 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.
- In order to satisfy itself about the nature and quality of services rendered by the tenderer, OS dept. Satara Division may depute its Officer (s) or authorized representative to visit the Institute/Establishments mentioned by the bidder. Besides, O.S. Department, Satara Division, Satara may also arrange for verification of any document/testimonial submitted by the bidder in support & compliance of technical criteria as laid down in the tender document. It will be mandatory for the bidder to extend full cooperation to representative, 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 their bid would be considered as non-responsive and their financial Bids will not be processed further and EMD shall be forfeited.
- 15) The Financial Bids (Part-II) of only those tenderers whose Technical Bids (Part-I) are found qualified and responsive by Store committee, Satara Division will be opened, further processed and evaluated.
- 16) OS dept. Satara Division will award the contract to the bidder whose bid has been found to be responsive and lowest as a whole for both the Catering & Housekeeping Services as per Annexure- XVII Serial no. 5 and Terms & Conditions incorporated in this Tender Document. For this purpose, following assumptions are made, based on our experience, only for comparison of Bids: (Refer Notes in the format of Financial Bid. { Annexure XVII })
 - Monthly average no. of trainee-days -250 to 300, but we can not assure no of Trainee's in a month
 - ii) Special Lunch / Dinner for arranged meeting at Divisional office OR at S.T.C.



Satara Divisional Office, Jeevan Tara Building, 513, Ganpatdas Devi Path, Powai Naka, Satara. Pin-Code-415 001 Email Id <u>—os.satara@licindia.com</u> Phone no. 02162-224727/728

- iii) Manpower reqd. for Housekeeping and Maintenance-5
- iv) At reception counter -1
- 17) Although the estimated menu cost in the Financial Bid assumes 250 to 300 trainee's per month, but actual payment will be done on the basis of actual number of trainee's attended sessions.
- 18) Similarly, payment of applicable minimum wages for actual manpower deployed AND service charges for Housekeeping and Catering will be made on production of documentary evidence of payments of wages and other statutory payments to the workers deployed by the Contractor including PF, ESI etc. subject to maximum of 6 numbers for Housekeeping and no of workers required for Catering services. Prior permission of the Principal, STC, Satara should be taken for deploying higher number of workers.
- 19) L.I.C. Satara will communicate to the successful bidder through a letter sent by E-mail , Courier/ Registered Post that his bid has been accepted.
- 20) The Contractor will be required to keep a Security Deposit equal to 5% of the Contract value, which is around Rs.275000/-. The successful bidder will be required to deposit the same in the form of a Demand Draft OR Bank Guarantee on any scheduled Bank in favour of "Life Insurance Corporation of India", payable at Satara within 15 days after communication of selection of successful tenderer. He should present himself to execute a contract Agreement with L.I.C. Of India, Satara Divisional office as per the conditions of the Tender on non-judicial stamp paper of requisite value as applicable in the state of Maharashtra, within 15 days of the receipt of the letter awarding the Contract. This Security deposit will remain with L.I.C. Of India, Satara Division throughout the period of the 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 STC Satara and or LIC of India on what so ever account.
 - (iii) Any deduction due on account of Contractor's obligation under the Contract and subject to such deductions as may be necessary for meeting STC Satara's claim against the Contractor.
 - (iv) Deduction of any liability/damages incurred by STC Satara, on behalf of the Contractor in the discharge of his/their obligations under this Contract.
 - (v) This Security deposit shall not bear any kind of interest.
- 21) The Contractor shall be required to submit a "No Dues" Indemnity Bond on Non Judicial Stamp Paper of requisite value duly notarized as per the specimen enclosed in Annexure-V after completion/termination of the Contract to claim refund of the Security Deposit amount.
- 22) The selected Contractor shall be required to start the services in accordance with in the time schedule specified in the work order issued by Satara Division, after acceptance of the 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, L.I.C. Satara reserves the right to cancel the work order and forfeit the EMD and/or Security Deposit.



Satara Divisional Office, Jeevan Tara Building, 513, Ganpatdas Devi Path, Powai Naka, Satara. Pin-Code-415 001 Email Id <u>-os.satara@licindia.com</u> Phone no. 02162-224727/728

23) If the vendor withdraws from the contract before accepting the contract, the EMD paid will be forfeited and he will be black listed for next 5 years in the tenders of LIC OF INDIA. If the vendor withdraws from the contract after accepting the contract then Security deposit paid will be forfeited and he will black listed for next 5 years for participating in the tenders of LIC OF INDIA.

TERMS & CONDITIONS

- 1. The Contractor shall provide Catering Services to Trainees/ Course Coordinators/ Guest Faculty of STC Satara as detailed in Annexure-VII of the Tender Document.
- 2. The Contractor shall provide Housekeeping, General Maintenance and Auxiliary Services to STC Satara as detailed in Annexure-VIII of the Tender Document.
- 3. The Services rendered by the Contractor must be in conformity with the Standard of Service as detailed in Annexure IX of the Tender Document.
- 4. The menu of Meals and Refreshment / Services shall be in conformity with the details as mentioned in Annexure X of the Tender Document.
- 5. The Contractor shall ensure that the quality of food material used is in conformity to the standards mentioned in **Annexure XI** of the Tender Document.
- 6. The Contractor shall ensure deployment of adequate number of Supervisor and Workers for Housekeeping & General Maintenance Services as stated in Annexure XII and shall ensure compliance of all the terms & Conditions of the Tender Document.
- 7. In consideration of the services to be provided by the Contractor and performance of the Contract, STC Satara shall make payments to the Contractor as per Annexure XIV-Payment to Contactor and Annexure XV- Billing Process and Documents of the Tender Document.
- 8. The rates quoted in the Financial Bid shall be binding on the Contractor for the entire period of Contract, including the period of extension, if the Contract is extended beyond two years.
- 9. The Contractor shall 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. The bidders may inspect the site for familiarizing themselves with the availability of the above equipments and facilities.
- 10. The authorized representative of STC Satara will have the right and authority to inspect such articles of food and provisions as being provided by the Contractor and will have full powers to order discontinuance of use of certain food items/raw materials and provision which are not as per the specifications mentioned in the Tender or are found to be of unsatisfactory standard or on grounds of hygiene.
- 11. If the Standard of Services as mentioned above or elsewhere in the Tender document are not



Satara Divisional Office, Jeevan Tara Building, 513, Ganpatdas Devi Path, Powai Naka, Satara. Pin-Code-415 001 Email Id <u>-os.satara@licindia.com</u> Phone no. 02162-224727/728

maintained to the satisfaction of the Authorities of STC Satara, appropriate Penalty may be imposed as per serial no. 29 (Penalty clause) on page no. 30 and appropriate amount thereof will be deducted from the monthly bill and/or Security Deposit.

- 12. Immediately after award of the work, the Contractor shall apply for obtaining a certificate/license from the Office of The Assistant Labour Commissioner (Central) Maharashtra to employ workers at STC Satara, for providing Catering & Housekeeping 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 STC Satara, depending upon the statutory requirements as per the laws applicable.
- 13. The regularity of performance of service will be of essence and shall form a central factor, while evaluating the performance from time to time. The Contractor shall take all possible steps to ensure and to maintain its performance as determined by STC Satara, from time to time. If authorized officials of STC Satara, notice that personnel of the Contractor have been negligent, careless in rendering the said services, the same shall be communicated to the Contractor who will take corrective steps immediately to avoid recurrence of such incidents and report back to STC Satara.
- 14. If any worker of the Contractor indulges in theft, negligence or any illegal/irregular activities, the Contractor shall take appropriate action against its erring worker and intimate accordingly to STC Satara, or STC Satara itself can take action in accordance with the law.
- 15. The 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 Contractor has to ensure that none of his employees are paid salary/wages which is less than the prescribed amount under the Minimum Wages Act 1948 by the Government of India or by Maharashtra Government or any other Authority constituted by or under any law, whichever is higher, for the category of workers employed by them from time to time. He will ensure compliance of all the relevant Labour laws.
- 16. The rates quoted for service charges in the financial bid should be inclusive of all statutory obligations such as wages for leave reserve, all other statutory benefits / facilities to manpower deployed by the contractor, all kind of taxes (except Service Tax / GST). The offers of those prospective bidders which do not meet the statutory requirements are liable to be rejected.
- 17. The Contractor shall issue identity cards on its own name and trading style to its employees deployed for rendering the said services, which are open to verification by STC Satara at any time. STC Satara, may refuse the entry into its premises to any worker of the Contractor for not bearing such identity card or not being perfectly uniformed as prescribed by STC Satara.
- 18. The Contractor shall pay wages, on or before the 7th of every month through a Bank at Satara, by direct credit to the workers' bank account. The Contractor shall be required to submit the deposit challans showing the individual figures of the amount of EPF and ESI of the 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 STC Satara to the



Satara Divisional Office, Jeevan Tara Building, 513, Ganpatdas Devi Path, Powai Naka, Satara. Pin-Code-415 001 Email Id <u>-os.satara@licindia.com</u> Phone no. 02162-224727/728

Contractor except G.S.T, which shall be reimbursed on production of receipt.

- 19. The Contractor shall at all times indemnify and keep indemnified STC Satara against any such claims/damages caused on account of injury/disability/death of any of its workers while providing the services to STC Satara 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 Contractor or in respect of any claim, damage or compensation under Labour laws or other laws or rules made there under by any person whether in the employment of the Contractor or not who provided or provides the service at premises of STC Satara.
- 20. The Contractor shall at all times indemnify and keep indemnified STC Satara, 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 the premises of STC Satara or before and after that.
- **21.** In case the Contractor discontinues the Contract before the expiry of the period of Contract, his Security deposit shall be forfeited.
- 22. L.I.C. Satara, reserves the right to cancel or terminate this agreement by giving one month's notice in writing without giving or assigning any reason(s) whatsoever for doing so and in the event of the Contractor willing to terminate this agreement, the Contractor shall have to give at least three months' notice to STC, in writing and in either event, the Contractor shall hand over the peaceful and vacant possession of the space (accommodation) 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 there of.
- **23.** (i) On completion of the Contract, the 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 earlier termination of the Contract by either parties to or on expiry of the Contract, the Contractor shall be obliged to continue providing the services on the same terms and conditions as provided in the Contract, till such time as STC, is able to make any alternative arrangement or STC, has agreed in writing to allow the Contractor to discontinue earlier.
- (iii) STC will ensure that all payments due for services rendered by the Contractor till the expiry of the earlier termination of the Agreement shall be paid to the 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 STC should always be in uniform to be provided by the Contractor. In case the workers are not found to be in proper uniform, the STC reserves the right to impose penalty and not allow such persons within the premises.
- 25. The STC or its representative(s) shall be at liberty to check at any time, the deployment of



Satara Divisional Office, Jeevan Tara Building, 513, Ganpatdas Devi Path, Powai Naka, Satara. Pin-Code-415 001 Email Id <u>-os.satara@licindia.com</u> Phone no. 02162-224727/728

workers by the Contractor.

- 26. In case of any pilferage, theft of or breakage etc to the property/assets of STC, the Contractor shall be responsible for such losses. The STC will be at liberty to deduct the amount of such loss from the monthly bills/Security Deposit of the Contractor after holding an enquiry. The decision of STC to this effect shall be final and binding upon the parties. In case of unsatisfactory performance and violation of any condition of the tender/ contract, the contract shall be liable to be cancelled and Security deposit will be forfeited.
- 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, STC whose decision in the matters shall be final and binding on the Contractor. Any other matter relevant to but not covered in the Contract shall also be decided by making reference to the Principal, STC, whose decision shall be final and binding on the Contractor. If the dispute is not resolved through the reference made to the Principal, STC, a reference of the same shall be made to a Sole Arbitrator to be appointed by the Principal, STC, Satara for adjudication of the same in accordance with the provisions of Arbitration & Conciliation Act-1996 and any statutory modifications there under from time to time. There shall be no objection if the Sole Arbitrator to be appointed is a Competent Officer of LIC of India at the discretion of the Principal STC, Satara. The Contractor and STC 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 Satara. The Resultant Contract shall be interpreted under Indian Laws.
- 28. The Contractor shall comply with the instructions provided by STC from time to time relating to the performance of the services, duties and obligations under this Agreement. The services rendered by the Contractor shall be subject to regular review by STC, and its decision as to the quality thereof shall be final and absolute.
- **29.** The Contractor shall abide by the rules, guidelines, policies and procedures applicable to STC 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 Contractor shall raise the invoice/bill and STC shall agree 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 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 Contractor represents and under takes that:
 - (i) He has full power and authority to enter into the agreement with STC and perform the services and it has the necessary expertise to duly perform the services under this Agreement.
 - (ii) he shall render the services and perform its obligations and duties as per the Contract accurately and efficiently and in accordance with the instructions, specifications, procedures, standards, guidelines, time frame, as mentioned in this Agreement, or as issued from time to time



Satara Divisional Office, Jeevan Tara Building, 513, Ganpatdas Devi Path, Powai Naka, Satara. Pin-Code-415 001 Email Id <u>-os.satara@licindia.com</u> Phone no. 02162-224727/728

by STC for the standard of the services to the satisfaction of STC.

- (iii) he shall be responsible for its corporate and personal taxes if any, and shall indemnify and hold STC harmless for any liability in this connection.
- (iv) he shall be responsible for ensuring that all workers engaged by the Contractor shall have the necessary expertise and shall abide by STC's instructions, specifications, procedures, standards, guidelines, and time frames at all times during the performance of the services.
- **32.** STC shall have the right to deduct from the amount due to the Contractor, any sum required or estimated to be required, for making good the loss suffered by any worker, by reason of non-fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deduction made from their wages which are not justified by their terms of the Contract or non-observance of the Regulations.
- 33. Nothing in this tender shall be deemed to create any Partnership, Joint Venture, Agency between STC and the Contractor or their representatives and employees and nothing herein shall deem to confer on any party, any authority to incur any obligation or any liability on behalf of the other party. The Contractor is an independent entity and not an employee, agent, associate or authorized representative of STC. The Contractor is not authorized to undertake any obligation or liability in the name of or on behalf of STC 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 Contractor for rendering the services, are employees of STC or engaged by STC. The Contractor shall be deploying workers who shall be in his sole employment and he shall be solely and fully responsible for the acts, salaries, wages, remunerations or any other statutory liabilities or other payments of the workers. Under no circumstances shall STC 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 STC for any reason, the Contractor shall keep STC indemnified against the same. In order to give effect to this, the Contractor shall incorporate suitable clause in the appointment letters to be issued to its workers mentioning that the workers are employees of the Contractor.
- **35.** The Contractor & the workers deployed by him at the STC Premises shall maintain confidentiality of any information in their possession during their working at STC & thereafter.
- **36.** The Contractor shall allow STC, its Management, Auditors, Regulators and/or any person(s) authorized by Principal, STC, Satara, the opportunity of inspecting, examining, auditing and/or taking copies of the records available with the Contractor.
- **37.** The Contractor shall wholly and solely be liable for all disputes and liabilities in respect of the workers deployed by him at STC 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.
- 38. The penalties towards lapses on the part of the Contractor or his workers on account of inadequate manpower, non-compliance of statutory requirements, non-performance and unsatisfactory services



Satara Divisional Office, Jeevan Tara Building, 513, Ganpatdas Devi Path, Powai Naka, Satara. Pin-Code-415 001 Email Id <u>os.satara@licindia.com</u> Phone no. 02162-224727/728

including quality of food, non-wearing of uniform, non-display of identity card, misuse of any place including STC Campus, entry of unauthorized person, non-receipt of calls from STC representative(s), pilferage/damage/loss to STC property in any manner etc. shall be imposed by the STC which shall be final and binding on the Contractor.

- 39. If at any stage, it is revealed that the documents/certificates/testimonials submitted by the Contractor are forged or have been manipulated, the work order issued to the Contractor shall be cancelled and Security amount deposited with STC shall be forfeited without any claim whatsoever on STC and the Contractor shall be liable for action as may be appropriate under the relevant laws.
- **40.** Without prejudice to any of the rights or remedies under this Contract, if the Contractor dies, STC shall have the option of terminating the Contract without compensation to the legal or other heirs of the Contractor.
- **41.**STC shall accept no liability explicit or implicit for, nor any financial or other consequences arising from, sickness, injury, damages or death of the personnel of the Contractor, of the workers of any person performing on their behalf any work under the present contract, including the time spent in travel, nor for any damages which may arise by reason of neglect or default by any of them.
- 42. The Contractor shall maintain proper records about the attendance of workers deployed by him in the prescribed format as given in the Contract Labour (Regulation and Abolition) Act, 1970 along with Contract Labour (Regulation and Abolition) Rules, 1971 and would ensure that adequate manpower is maintained. If due to any exigency, any worker is absent the Contractor should take immediate steps to provide his substitute subject to the compliance of relevant Rules & Regulations/Laws/Statute.
- 43. The Contractor must ensure that the wages to the Workers are paid within the stipulated time period as provided under the relevant Rules & Regulations/Laws/Statute in force. The Contractor will not link the payment of wages to the workers with settlement of his bills by STC. The 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 monthly basis through ECS/RTGS/ NEFT only, provided that the Catering & Housekeeping Services provided were/are satisfactory during the month and subject to deduction of Penalty imposed, if any, as per terms and conditions of the Contract. The monthly bill payment will be made subject to following billing process and submission of documents as mentioned in Annexure XVI; provided the Contractor submits the attested photocopies of the following documents:
 - (i) Muster Roll/Attendance sheet of the workers signed by the Contractor for the month on the format prescribed in the Contract Labour (Regulation and Abolition Act, 1970) along with Contract Labour (Regulation and Abolition) Rules, 1971.
 - (ii) 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.



Satara Divisional Office, Jeevan Tara Building, 513, Ganpatdas Devi Path, Powai Naka, Satara. Pin-Code-415 001 Email Id <u>-os.satara@licindia.com</u> Phone no. 02162-224727/728

- (iii) Challan of the previous month showing the individual amount of deposit of contribution of Provident Fund and ESI of employees' and employers' share, with the appropriate Authority.
- (iv) Payment to worker is made by NEFT, 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 Contractor.
- **44.** The Contractor will deduct ESI contribution and Provident Fund contribution of the employees from the wages of the workers at the rate as applicable from time to time and deposit the same with the appropriate authorities along with Employer's contribution of ESI and PF as per the rates applicable from time to time. The Employer's contribution of ESI and PF and Bonus shall be reimburse by LIC .Bonus as per the bonus Act 1965 will be paid & on yearly basis.
- **45.** The Contractor will be liable to get the Provident fund refunded from the Provident Fund Commissioner if a worker is terminated or dies or leaves the job for onward transmission to worker/legal heir.
- **46.** The Contractor himself or his authorized representative must visit the premises at least once in a week and/or whenever required and contact the person authorized by the Principal, STC to look after Catering and Housekeeping matters. Any deficiencies in the services should be rectified immediately when pointed out by such an authorized person.

SCOPE OF WORK

Scope of Work: The Contract shall cover two aspects of the services for the Sales Training Centre, LIC of India, Satara, viz.

- Catering Services
- II. House Keeping Services

I. CATERING SERVICES:

- 1. During the period of the Agreement, the Contractor shall be fully responsible for the entire catering arrangement for the trainees and other officials of the Corporation at the said Sales Training Centre. The Contractor will be permitted to use the kitchen, the adjacent store room and the dining hall in the Hostel Block to carry out catering arrangements being entrusted to him. The 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, equipments (refer Annexure XVI) furniture, fixtures and fittings in the Canteen Premises of the Sales Training Centre and he shall ensure that the above are always properly maintained.
- 3. The Contractor shall provide at his own cost all other necessary equipments (not mentioned in Annexure XVI) and shall maintain the same in good working condition at his own cost and put



Satara Divisional Office, Jeevan Tara Building, 513, Ganpatdas Devi Path, Powai Naka, Satara. Pin-Code-415 001 Email Id <u>-os.satara@licindia.com</u> Phone no. 02162-224727/728

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 and other articles which are necessary and required for running the canteen. The crockery used should be of high quality. Cracked or broken items should be replaced fore with. He shall at all times keep and maintain all these articles in a clean, neat, hygienic and tidy order and condition. The Sales Training Centre shall not be responsible in any way for the loss and/or damage caused whatsoever to any of the afore said articles.

- 4. The Contractor shall also arrange at his own cost regular supply of gas cylinders and pay directly to the supplier for the cooking gas purchased. The Contractor must ensure prompt supply of gas without any break by placing order with the Gas Company well in advance. However, the LPG cylinders will be provided by Sales Training Centre. In future, if any pipe line supply is taken by the Sales Training Centre, the Contractor shall be bound to take supply from that Company on the Terms & Conditions of the Company.
- 5. 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. Cleanliness, maintenance & regular servicing of gas burners etc shall be the responsibility of the Contractor.
- 6. Vendor OR Contractor should bear proportionate electricity charges used at kitchen and water charges of Rs.2000/- will be recovered from payment, provided the Contractor ensures utmost economy in the consumption of water, electricity and abide by such restrictions as may be imposed or such instructions as may be issued by the appropriate Government/Civic Authorities and the Principal, STC or any other person authorized by the Corporation.
- 7. 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 catering and shall always have on hand, good and sufficient supply of all articles, food stuff and provisions necessary for providing Catering Services and he shall ensure that these items are kept in a proper hygienic condition, in suitable containers, to be provided by the Sales Training Centre. Raw food stuffs such as vegetables, milk, fish, meat, fruits shall be of fresh supply.
- 8. The Contractor shall permit the concerned authorities, Canteen Committee members and/or authorized officials at all times to enter the Canteen Premises to make inspection of the following:
 - Catering Arrangements.
 - · Raw materials being used.
 - Quality and quantity of eatables and articles of food and drinks served.
 - Conditions of the fittings, fixtures and furniture.
 - Sanitary arrangements and general cleanliness.



Satara Divisional Office, Jeevan Tara Building, 513, Ganpatdas Devi Path, Powai Naka, Satara. Pin-Code-415 001 Email Id <u>—os.satara@licindia.com</u> Phone no. 02162-224727/728

Upkeep of the Canteen premises.

Hygiene of the workers in the Canteen and Kitchen.

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

- 9. Usually the training sessions are conducted throughout the year, but the number of trainees may vary from time to time and the Sales Training Centre does not guarantee any minimum number. There may be breaks between Sessions. A situation could arise when 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 (i.e. from Monday to Sunday), then the Sales Training Centre undertakes to guarantee a retention payment of Rs.5,000.00 (Rupees Five Thousand Only) per week.
- 10. The Sales Training Centre 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, STC or any one authorised by him/her or by LIC of India 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 Principal, STC, Satara; 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 imposed in case of the following deficiencies:
 - Stale food.
 - Unhygienic food.
 - Inadequate food.
 - Failure to serve within prescribed hours.
 - Gross and unauthorized deviation from the prescribed Menu.
 - Any other service deficiency pointed out by the Canteen Committee members and/or authorized official.
- 11. Penalty as per Penalty Clause will be charged and recovered from Catering bill for the period for any such lapse.
- 12. On the day before the commencement of any session and on the day after the last day of any session, the contractor shall arrange for catering services for such trainees as are expected to be present in the hostel and bill for the actual attendance only should be claimed. The payment of catering bill will be made accordingly. No food is to be provided to any outsider.
- 13. If a trainee falls ill or indisposed, 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 trainee's room. FIRST AID BOX should be available at the reception counter under the control of the receptionist. Cost of REFILLS AND MEDICINES PURCHASED for the first aid box will be borne by LIC of India. The workers deployed by the



Satara Divisional Office, Jeevan Tara Building, 513, Ganpatdas Devi Path, Powai Naka, Satara. Pin-Code-415 001 Email Id <u>-os.satara@licindia.com</u> Phone no. 02162-224727/728

Contractor shall also help in summoning a Doctor in case of an emergency or take the participant to the Doctor's clinic if required. It shall be the responsibility of the Contractor to communicate immediately any complaint of sickness, mishap, accidents etc to the Principal/authorized officials.

- 14. The Contractor shall maintain in good condition all furniture, equipments, fittings etc. and the premises provided to him by the Sales Training Centre and hand-over charge of the same on termination of the Contract and it shall remain the exclusive property of the Sales Training Centre. 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 Sales Training Centre's opinion caused due to the negligence or carelessness or any fault on the part of the Contractor or that of his Manager or employee or agent and he shall be liable to pay to the Sales Training Centre such amount in respect of such damage as may be assessed by the officials of the Sales Training Centre.
- 15. The Contractor must ensure compliance of the provisions of Food Safety and Standards Act 2006, Food Safety and Standard Rules 2011, Rules and Regulations of the Central Government, Local Municipal Authorities and other statutory requirements as relevant to running a Canteen and providing catering services in Sales Training Centre. In case any fine/penalty is imposed by the Central/State/Local Authorities, then it shall be the responsibility of the Contractor and if any such fine penalty is paid by the Sales Training Centre on this count, then the same shall be recovered from the monthly bill and/or Security Deposit.
- 16. The Contractor shall deploy adequate number of competent and well-trained workers (as per Annexure XII) for cleaning etc. to provide uninterrupted service at all times. The Contractor should have full control of the workers deployed by him and shall give necessary guidance and direction to carry out the jobs assigned to them and shall also be responsible for the payment of their wages/dues and other amenities, if any. Those performing catering and kitchen duties 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.
- 17. 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 should dispose of kitchen garbage/wastes and leftover food without causing any environmental hazards. 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. The Contractor's men should have proof of identity in the form of identity cards, uniform, etc. The Contractor shall provide different uniform to his Managers and the other workers engaged by him. Those working in the canteen shall also be provided with uniform, apron, etc. All the workers deployed by the Contractor shall wear their respective uniforms throughout the time they remain in the Sales Training Centre Campus.
- 18. Separate cooking arrangement and use of separate utensils/plates/bowls etc. shall be strictly



Satara Divisional Office, Jeevan Tara Building, 513, Ganpatdas Devi Path, Powai Naka, Satara. Pin-Code-415 001 Email Id <u>os.satara@licindia.com</u> Phone no. 02162-224727/728

ensured for VEGETARIAN AND NON-VEGETARIAN ITEMS. Only those cooking oils shall be used which are mentioned in ANNEXURE XI. Use of artificial colors is strictly prohibited. Reuse of burnt oil is strictly prohibited. Oil, once used should not be reused. Adulteration or use of sub-standard items will be penalized and the items will be confiscated. All items, cooked or uncooked, must be handled with utmost hygiene using hand gloves and proper kitchen apparel. Stewards must wear gloves to cut salads and to serve items. The grinders must be cleaned spotlessly in hot water before and after use. All salads and fruits should be washed first and then cut.

- 19. All personnel employed by the Contractor shall be medically fit for handling food & also certified for fitness before employment at Sales Training Centre.
- 20. The Contractor shall carry out improvements as may be necessary for ensuring satisfactory services and shall take due notice of complaints made by the trainees or through the Faculty Members or the Principal, STC. The Contractor shall maintain a complaint register to be submitted for checking by the officials of the Administrative Office periodically.
- 21. The Contractor shall provide clean, pure drinking water (warm, ordinary or cool (as per the choice of the trainee) in each room of the hostel, as frequently as required by the trainees.
- 22. The Contractor should provide morning bed Tea/Coffee, two sachets of Tea/Coffee/Sugar/Milk and one branded mini packet of two biscuits to be provided for each trainee every day in the Hostel Rooms. The Brands suggested are: TEA BAGS: Taj Mahal/Tetley/Twinning/Tata; COFFEE:- Nescafe Classic/Bru. MILK: Amul/Nestle Dairy; Biscuits: Britannia / Parle / Sun Feast.
- 23. 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. Flasks used for serving Tea or Coffee shall be arranged by the Contractor and should be maintained in good condition.
- 24. The Contractor shall provide tea/coffee with biscuits and evening snacks,Lunch to STC Staff and Faculty members if required by them during office hours@50% of the agreed bifurcated rates (excluding the manpower cost and service charges) quoted in the Financial Bid.
- 25. Timings prescribed by the Principal, STC or an official authorized by him/her for each service given in Annexure-VII shall be strictly adhered to by the Contractor and the Sales Training Centre is free to change the timings from time to time or prescribe different timings for different groups of trainees. Those working in the kitchen 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 any official authorized by him/her. The menu once approved shall be strictly adhered to. The approved menu should be displayed prominently on a board in the Dining Hall of the Sales Training Centre.



Satara Divisional Office, Jeevan Tara Building, 513, Ganpatdas Devi Path, Powai Naka, Satara. Pin-Code-415 001 Email Id <u>os.satara@licindia.com</u> Phone no. 02162-224727/728

- 26. 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 shall 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.
- 27. Tea/coffee/milk should be supplied with or without sugar as per the requirement. Paper Napkins, Saunf, Misri and tooth picks-of good quality shall be provided by the Contractor after breakfast, lunch and dinner.
- 28. The rates payable to the Contractor per participant/Guest Faculty shall be as per the bifurcated rates agreed upon for the following. The Contractor has to maintain a record of arrival and departure of the participants to facilitate billing as per actual attendance and bifurcated rates:-
 - Bed Tea/Coffee/Milk.
 - Breakfast.
 - Mid-morning Tea/Coffee/Milk.
 - · Lunch.
 - Afternoon Tea/Coffee/Milk.
 - Evening Tea/Coffee/Milk with Snacks.
 - Dinner.
- 29. The Contractor shall submit his bills for Menu Charges monthly, in the manner and format prescribed by the Sales Training Centre, within 5 days of the completion of the month. The Contractor shall assign the job to a competent and trained person and ensure that the Bills submitted are of high quality, accurate, neat and gives full details, to facilitate prompt settlement by the Sales Training Centre. Bills not found proper are liable to be returned to the Contractor without settlement.
- 30. 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/ the Food department), the same shall be borne by the Contractor and the Sales Training Centre will not pay any fine or penalty that may arise /or that may be imposed on account of the fault of the Contractor.
- 31. Sale of food items & cold drinks is not allowed in the canteen of Sales Training Centre Premises including the Dining Hall.
- 32. The rates for any item not specified in the Tender/Financial Bid shall be decided after mutual negotiations.
- 33. The Contractor shall provide crockery, cutlery, cooking utensils, glassware, tissue papers, cloth napkins and other articles in adequate quantity / number which are necessary for running the



Satara Divisional Office, Jeevan Tara Building, 513, Ganpatdas Devi Path, Powai Naka, Satara. Pin-Code-415 001 Email Id <u>—os.satara@licindia.com</u> Phone no. 02162-224727/728

canteen. Cracked or broken ones should be replaced forth with.

- 34. Utensils, cups, saucers, flasks (especially the rims), crockery, etc. should be scrubbed and cleaned thoroughly with Vim and hot water.
- 35. A thorough master cleaning should take place every weekend for all the equipments, fixtures, utensils etc. The grime, grease, stains, oil etc. should be wiped well with a clean cloth and dried.
- 36. Cups, Saucers, Utensils of good brand pre-approved by the Competent Authority are to be used.
- 37. Maintenance of gas burners, stoves, rubber pipe in perfect condition, etc. with their regular servicing shall be the responsibility of the contractor.
- 38. Accommodation, subject to availability, will be provided for a few workers of the Contractor.
- 39. Cost of cleaning material for cleaning of Dining Hall, Kitchen, Wash rooms, (including providing liquid soap) shall be borne by the Contractor. The Contractor shall change the towels of washbasins in dining halls after every meal.
- 40. The Contractor shall not knowingly engage any person with a criminal record / conviction and shall bar any such person from participating directly or indirectly in the provision of Service(s) under this agreement.
- 41. 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.

HOUSE KEEPING AND GENERAL MAINTENANCESERVICES:-

- 1. The Housekeeping Services Contract shall be for the entire premises occupied by Sales Training Centre of the Corporation which consist of the Hostel Building inclusive of kitchen, dining & recreation, Lecture Halls, Administrative Building, all staircases, corridors and entire common, open areas and Garden of the Sales Training Centre.
- 2. The Contractor shall deploy adequate number of competent and well-trained workers as per details given in Annexure-XII for maintenance of Office, Hostel, Administrative Block (including Principal's cabin, all Faculty members rooms, Auditorium, electrical rooms, Library, Lecture Halls and the connected corridors), Recreation Room, Dining Hall and toilets in the entire Campus of the Sales Training Centre, Computer Classrooms, Server Rooms, connected corridors, staircases, toilets terrace and all open space of the Sales Training Centre including common areas, garden of the Sales Training Centre. Maintenance (including cleaning & mopping of floors, cleaning of toilets etc) like removal of cobwebs, dusting of furniture &



Satara Divisional Office, Jeevan Tara Building, 513, Ganpatdas Devi Path, Powai Naka, Satara. Pin-Code-415 001 Email Id <u>-os.satara@licindia.com</u> Phone no. 02162-224727/728

fixtures, shifting of furniture (if required) etc. will be done by the Contractor.

- 3. Proper and courteous service shall be provided by the Contractor at the Reception Counter. Service at the counter shall include keeping of proper records of trainees in the hostel register, ensuring the correct date and time of check in and checkout, allotment of rooms as per the instructions/guidelines given by STC. The Contractor shall arrange for the preparation of the session files and other related materials before the commencement of the sessions by collecting the materials from the office. The Contractor will be responsible for the proper distribution of training materials/ file to the participants before the commencement of the sessions.
- 4. The entire hostel block, administration block including the rooms, lecture halls, Offices, balconies, toilets, corridors, staircases etc. shall be swept and mopped every day. The dining room passages and the common toilets of the Administrative Building shall be moped and cleaned at least thrice a day to ensure that it is well maintained. The Contractor shall bear the entire cost of providing cleaning materials, disinfectants etc. Hostel rooms are to be dusted, cleaned & mopped daily and bathrooms/toilets to be cleaned with good quality disinfectants and cleaning materials daily. The Contractor shall arrange cleaning of toilets using high quality phenyl, acid, harpic, vim etc daily.
- 5. The Contractor shall change bed linens, pillow covers, blankets etc. twice a week and as and when session ends and new session starts and arrange for its washing and ironing. He shall change bath towels every alternate day. The Contractor shall also arrange for dry cleaning of vertical blinds, washing of curtains once in a year and dry cleaning of sofa covers quarterly. The Contractor shall also arrange for proper storage and control of all linens. The cost of laundry of all the above mentioned items is to be borne by the Contractor. He shall submit the Stock Register of the above periodically (once in a quarter) for verification to the Administrative Office. The Contractor shall supply bathing soap to each trainee in the rooms and if the same session continues beyond three days, then new soap should be supplied. The Contractor shall also provide liquid soap in each toilet at his own cost.
- 6. The Contractor shall look after the Maintenance of the Recreation Room, or any other specified place by the Sales Training Centre and also the safety & security of the equipments provided therein and see that the facilities are kept open and closed at the prescribed hours. The housekeeper shall ensure that the electric fittings and equipment which are not required are switched off in the Hostel Premises and Administrative Block.
- 7. The Contractor shall provide mosquito repellent machines of good quality such as Good night etc, refill mat in each room of the Administrative Block, lecture halls, auditorium, library, dining hall, kitchen, hostel rooms, office, Principal and Faculty Rooms as and when required at his cost. The Contractor shall also arrange spraying of Room Freshener Hit, Baygon Spray, etc. in the Administrative Block, lecture halls, auditorium, library, dining hall, kitchen, hostel rooms, office, Principal and faculty rooms as and when required. Expenses incurred due to any damage to the Sales Training Centre Campus, which in our opinion is caused due to the negligence or carelessness or any fault on the Contractor's part or that of his Manager or employee or agent, shall be recovered from his bills.



Satara Divisional Office, Jeevan Tara Building, 513, Ganpatdas Devi Path, Powai Naka, Satara. Pin-Code-415 001 Email Id <u>-os.satara@licindia.com</u> Phone no. 02162-224727/728

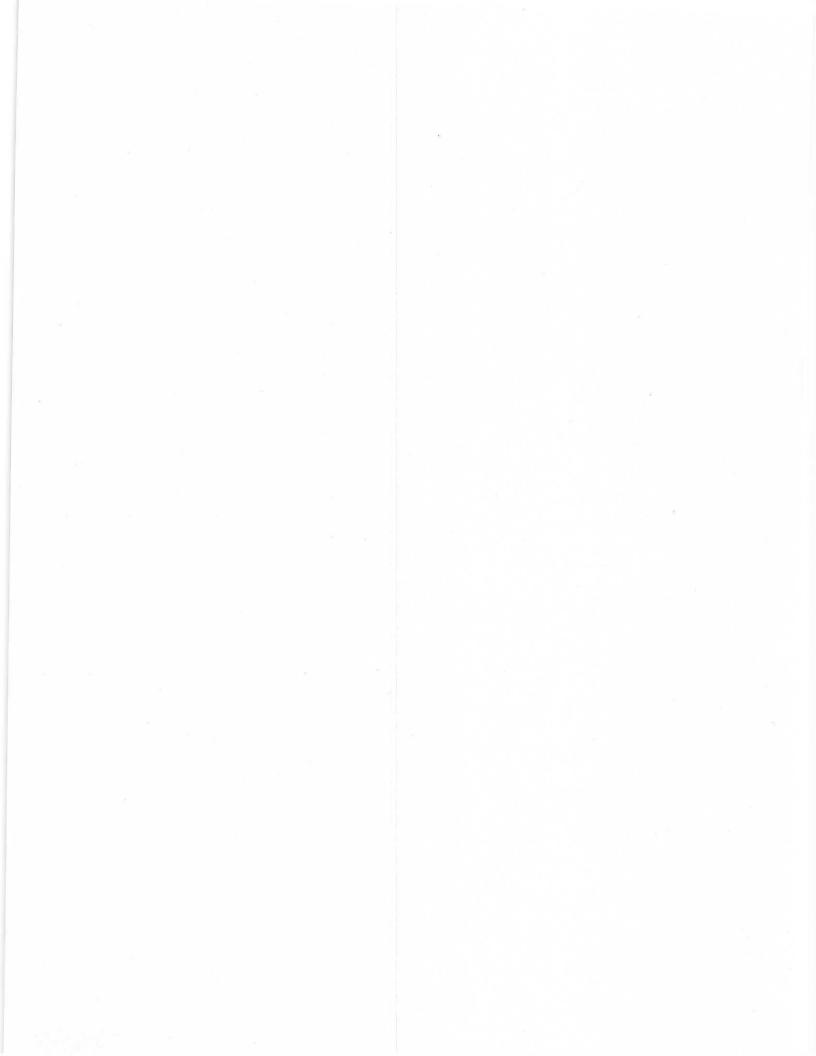
- 8. The Contractor will ensure cleaning of water coolers every month or as and when required.
- 9. The Contractor shall attend to all items of cleaning such as removal of cobwebs, cleaning of fans and lights (Monthly), cleaning of window frames, shutters, Vertical Blinds, doors, changing and fixing of curtains, furniture etc in all the places. Even if a room or auditorium is not put to use the dusting/cleaning should be done twice a week. This should be adhered to without fail. Chairs, tables & other furniture should be dusted & mopped daily. The Statues in the glass enclosure are to be cleaned at least once in a month and as and when required.
- 10. The Contractor shall provide safe and pure drinking water to the trainees in the classrooms and administrative personnel in the Faculty rooms, Main office halls, Principal's Cabin etc. regularly. The Contractor shall provide 1 water jug and 1 glass tumbler with lid per trainee in each hostel room and arrange refilling of drinking water twice or as frequently required by the participants. He shall also provide hot water if so required by the trainees/Guest.
- 11. The Contractor shall provide well-behaved and experienced Receptionist as well as a Resident Manager, having good communication skills whose names and contact numbers will have to be intimated to the office. The Receptionist and Manager shall be available in the reception counter/hostel for all connected jobs and shall not be used for other sundry jobs. The Receptionist should be able to converse in Hindi, English preferably in Marathi.
- We insist on the highest standards in Housekeeping & Maintenance Services. Whenever the quality of house-keeping is found to be below standard, the Principal at his/her discretion may make a deduction up to 10% OR as per penalty clause from the housekeeping amount from the Contractor's bill after informing him and the decision of the Principal, Sales Training Centre shall be final. In the event of unsatisfactory service at any point and carrying out the terms and conditions of this Contract, the Principal, STC, Satara may forthwith terminate the Contract with due prior notice and the Contractor shall not claim compensation whatsoever against the Sales Training Centre, LIC of India or any of its Officers in consequence of such termination.
- 13. For the purpose of implementing this Contract, the Contractor shall engage adequate number of workers as per Annexure-XII. The Contractor shall ensure that they observe cleanliness and wear neat and clean uniforms. The workers deployed by the Contractor should be provided with suitable proof of identity (Identity Cards, uniforms, etc.) Persons without suitable identity proof are liable to be refused entry into the Campus of the Sales Training Centre.
- 14. The Sales Training Centre may refuse entry into the campus or order eviction of any person falling into any of the following categories:-
 - Is suspected and not to possess good character.
 - Is found reportedly indulging in activities prejudicial to the interests of the Sales Training Centre.
 - Is afflicted/ suspected to be afflicted with any contagious or communicable diseases.
- 15. It is the exclusive responsibility of the Contractor to ensure due and timely compliance with all



Satara Divisional Office, Jeevan Tara Building, 513, Ganpatdas Devi Path, Powai Naka, Satara. Pin-Code-415 001 Email Id <u>—os.satara@licindia.com</u> Phone no. 02162-224727/728

relevant Laws, Rules and Regulations and other relevant Instructions issued by the Government authorities from time to time relating to the employment of persons.

- 16. The Contractor or his workers shall not allow any guest or visitor into the campus, on his own, without the permission of the Competent Authority i.e. the Principal. The Contractor shall strive not to give any room for any complaint or grievance from the trainees, inmates or the staff and officials of the Sales Training Centre and LIC of India. Any complaint or grievance should be redressed forthwith when noticed or pointed out.
- 17. The Sales Training Centre shall provide all linen such as mattresses, pillows, bed sheets, bed covers, dust-bins, pillow covers, towels, blankets, locks and keys etc. to the Contractor. Stock of these items supplied by the Corporation has to be submitted by the contractor every quarter to the office for inspection.
- 18. With a view to achieving effective implementation of this Agreement, the Principal, STC, Satara is entitled to issue instructions, to the Contractor and such instructions shall be binding on the Contractor.
- 19. Those deployed by the Contractor for housekeeping shall help the participants/guests in taking baggage to the rooms and removing it from their rooms while checking out.
- 20. When a trainee of the room desires to check out, the Contractor will have to do a discrete room inventory check to ensure that no items are missing/damaged and in case there is any loss/damage of the items, he has to report the same to the nominated officer immediately for taking appropriate action in the matter before departure of the trainee from the Hostel.
- 21. The Contractor shall ensure that the keys are collected back when a trainee leaves the room.
- 22. The Contractor shall ensure that soap, odonil packets, naphthalene balls, candles and a matchbox are available in every room/toilet. The cost of these items will be borne by the Contractor.
- 23. The Contractor shall use room fresheners in Principal's, all hostel rooms, lecture halls, recreation room, auditorium, library, administration and faculty rooms and at other places wherever required at his own cost.
- 24. The Contractor shall not allot any rooms of the hostel to "any person other than a trainee or guest" of the Sales Training Centre without the prior permission of the Competent Authority.
- 25. The Contractor shall be responsible to attend to all requirements / complaints within the purview of the Contract.
- 26. The Contractor shall strive to ensure safety of the belongings of the inmates in the hostel





Satara Divisional Office, Jeevan Tara Building, 513, Ganpatdas Devi Path, Powai Naka, Satara. Pin-Code-415 001 Email Id <u>-os.satara@licindia.com</u> Phone no. 02162-224727/728

rooms. However, in case of any untoward incidents like theft or loss of any belongings/ cash that takes place from the trainees' rooms due to negligence on the part of the workers employed by the Contractor, he shall be liable for compensating the loss.

- 27. In all matters relating to or incidental to this Agreement, if there arises any doubt or dispute or disagreement, the decision of the Principal, STC Satara shall be final and binding on the Contractor.
- 28. Operation of water pumps for filling the water in underground tanks as well lifting of water for Sales Training Centre be the sole responsibility of the Contractor.
- 29. Water will be provided by the Sales Training Centre. But in times of scarcity, i.e. in case of failure of tube well/less supply from the local authorities, the Contractor shall arrange water from approved sources only and ensure that operation/programs of the Sales Training Centre are not adversely affected in any manner. In case, this happens due to any reason other than improper handling by the contractor and his workers, the Sales Training Centre will bear 50% cost of water.
- 30. Buckets, mugs and bath stools in the toilets of the Hostel Block and Administrative Block, provided by the Sales Training Centre, are to be kept clean and in good condition by the Contractor. In case of damage or theft, the Contractor shall be liable to replace the same.

GENERAL (Applicable to both Catering and Housekeeping)

- 1. The rates quoted will be applicable for the entire period of Two years of the Contract. All rates are to be quoted including of all Taxes but excluding of GST, which will be reimbursed to the Contractor from time to time on production of valid receipts.
- 2. Income Tax will be deducted as per rules on the gross bill of the Contractor for both i.e. Catering & Housekeeping & General Maintenance.
- 3. The Contractor shall obtain all licenses and permissions at his own cost, which may be required for conducting the Catering, Housekeeping and General Maintenance business and pay all the taxes, dues and penalties hereinafter that becomes payable to the Government, Municipality or any other local Authorities by reason of his conducting the business.
- 4. For any dispute or arbitration, the decision of the Principal, STC Satara will be final and 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 the terms and conditions of the Contract, the same shall be first referred to/sought from the Principal, STC, Satara whose decision in the matters shall be final and binding on the Contractor. Any other matter relevant to but not covered in the



Satara Divisional Office, Jeevan Tara Building, 513, Ganpatdas Devi Path, Powai Naka, Satara. Pin-Code-415 001 Email Id <u>os.satara@licindia.com</u> Phone no. 02162-224727/728

Contract shall also be decided by making reference to the Principal, STC Satara, whose decision will be final and binding on the Contractor. If the dispute is not resolved through the reference made to the Principal, STC satara reference of the same shall be made to a Sole Arbitrator to be appointed by the Principal, STC, Satara for adjudication of the same in accordance with the provisions of Arbitration & Conciliation Act- 1996 and any statutory modifications there under from time to time. There shall be no objection if the Sole Arbitrator to be appointed is a Competent Officer of LIC of India at the discretion of the Principal, STC Satara. The Contractor and the Sales Training Centre 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 Satara. The resultant Contract shall be interpreted under Indian Laws.

- 6. The Contractor shall not exhibit any signboard, nameplate or advertisement within or outside the Premises of the said Sales Training Centre.
- 7. The workers deployed by the Contractor shall have no presumptive right of absorption in the services of LIC of India.
- 8. LIC of India shall in no way be responsible for wages, salaries, bonus, gratuity or any compensation, notice pay etc. of the workers deployed by the Contractor for conducting business at the Sales Training Centre.
- 9. The Sales Training Centre will allow employees of the 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 the normal functioning of the Sales Training Centre.
- 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 Premises of the Sales Training Centre that vests with LIC of India and the Contractor hereby agrees that the Sales Training Centre Premises is the property of LIC of India and vests in the name of LIC of India.
- 11. Child workers who's age is below 18 years should not be appointed for the purpose of assisting the Contractor.
- 12. The Contractor shall on the request of Principal, STC Satara immediately dismiss any person from the work thereon who may in the opinion of the Principal, STC Satara 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 STC, Satara.
- 13. The Contractor shall keep the Sales Training Centre, its Officers and employees safe and harmless and indemnified from and against all losses, suits, damages, cost charges, claims and demands whatsoever including claims under the Workmen's Compensation Act, 1923; the



Satara Divisional Office, Jeevan Tara Building, 513, Ganpatdas Devi Path, Powai Naka, Satara. Pin-Code-415 001 Email Id <u>-os.satara@licindia.com</u> Phone no. 02162-224727/728

Officers or employees may become liable to pay for the reason or in consequence of any injury to any person or persons or to any property either belonging to the Sales Training Centre, LIC of India or any third party whether resulting directly through any accident or otherwise to life or property while performing the contractual job at the Sales Training Centre or when carrying out any repairs or other work pertaining to the Sales Training Centre 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 Sales Training Centre.

- 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 Maharashtra, the Union Government or any other Competent Authorities and/or upon the Contractor failing to comply with the requisitions issued by the Sales Training Centre and/or if in the opinion of the Sales Training Centre, the Contractor is not performing the Catering, House-keeping & General Maintenance activities in a satisfactory manner and/or if the Contractor is adjudicated insolvent and/or fails to make any arrangement with his creditors and/or if any attachment or execution is levied on any of the property of the Contractor, the Scope of the Tender shall be liable to be terminated.
- 15. The Contractor shall indemnify the Sales Training Centre 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 during the period of the Catering, House-keeping & General Maintenance Agreement.
- 16. The Contractor shall comply with the requisitions issued by the Sales Training Centre or any Competent Authority pertaining to any matters in connection with the Catering, house-keeping & General Maintenance services being rendered by the Contractor.
- 17. The Contractor or his workers shall not indulge in any act which may hamper the peace or serenity of the campus of the Sales Training Centre or likely to be detrimental to the interests of LIC of India. The Contractor shall be solely responsible for any direct or indirect misconduct on the part of the workers appointed by the Contractor for the purpose of assisting him in all aspects relevant to this Contract.
- 18. The Contractor shall be wholly responsible for the remuneration of workers deployed by him.
- 19. The Contractor or his workers shall not use the premises, properties, fixtures, fittings, etc. of the Sales Training Centre for any purpose other than those expressly provided in the Contract. It shall be open to any official of LIC of India authorized by the Principal, STC, SATARA 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.



Satara Divisional Office, Jeevan Tara Building, 513, Ganpatdas Devi Path, Powai Naka, Satara. Pin-Code-415 001 Email Id <u>—os.satara@licindia.com</u> Phone no. 02162-224727/728

- 21. Nothing herein contained shall be construed to create any tenancy in the Contractor's favour, of any of the premises of the Sales Training Centre, properties or belongings and the Sales Training Centre may of its own motion, upon the termination of the Contract, re-enter and retake and resume and retain absolute possession of the Sales Training Centre's belongings, both movable and immovable.
- 22. Any failure or omission on the part of the Sales Training Centre 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 Sales Training Centre to enforce its right at any time subsequently, with retrospective effect wherever found necessary.
- 23. The Contractor shall indemnify the Sales Training Centre for any loss or damage caused to its premises, properties and belongings either willfully or otherwise or for erosion of reputation suffered by the Sales Training Centre on account of negligence, wrongful or questionable conduct of the Contractor or his workers, whether indulged intentionally or other wise.
- 24. The Sales Training Centre reserves the right to ask the Contractor to remove any worker(s) immediately for their failure to give quality service and the Contractor shall be bound to replace the worker(s) concerned within a week from the date of such communication.
- 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, STC Satara 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 both the services.
- 27. The Contractor shall obtain adequate Insurance Policy in respect of his staff engaged for the service, towards meeting the Liability of Compensation arising out of death, injury and or disablement at work etc. and shall regularly and pay each and every premium, on time, as and when the same shall fall due during the currency of the Contract.
- 28. Medical check-up of all the workers 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 Sales Training Centre, at his cost and the medical fitness certificate(s) shall be submitted to the Sales Training Centre. No worker shall be deployed in the Sales Training Centre without proper medical check-up.



Satara Divisional Office, Jeevan Tara Building, 513, Ganpatdas Devi Path, Powai Naka, Satara. Pin-Code-415 001 Email Id <u>—os.satara@licindia.com</u> Phone no. 02162-224727/728

29 Penalty Clause:-

Recovery of Penalties from the proceeds of the contractor.

Nature of Lapse Penalty		
Use of substandard ingredients	Rs. 500/- per each occasion	
Insufficient quantity	Cost of breakfast/ lunch/ dinner as per Annexure- II of those persons for whom food was insufficient will not be paid	
Complaints(Participants/Staff/ Faculty/Guests) as per Complaints/ Suggestions Register	Coot of that C 1:	
Below average rating as per the feedback	Up to 10% of the total participants of each session-NIL	
	Above 10% - Percentage of deduction on total food bill of that session will be equal to percentage of feedback in excess of 10%	
Not wearing Uniform, head gear, gloves	@ Rs.20/- per person per day	
Omission of items of Menu	Standard cost of these items will be deducted from the bill	
Change of Menu(per item) without prior approval from CA	Cost of that item is not payable	
Failure to provide catering service	Four times the cost of alternative arrangement	
Non display of menu as per 3.1	Rs.100/- for each occasion	
Failure of Room Service	Cost of items as per Annexure- II will be deducted	
Lack of cleanliness, usage of premises by persons other than allowed workers	Rs.500/- per each occasion	
Failure to dispose off garbage	Rs.1000/- per day/ per person Rs.500/- for each failure	
Non maintenance of appliances in good working condition	Double the cost of repairs	
Not using the Burners, Spirit lights etc	Rs.200/- per each occasion	
Delay in providing Breakfast, Tea/ Coffee luring sessions and Lunch which affect sessions	Rs.200/- per each occasion	

30 Note: - In addition to the above, the Principal, STC, Satara is the final authority to decide the Additional/ Proper amount of Penalty



Satara Divisional Office, Jeevan Tara Building, 513, Ganpatdas Devi Path, Powai Naka, Satara. Pin-Code-415 001 Email Id <u>—os.satara@licindia.com</u> Phone no. 02162-224727/728

ANNEXURE- I

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

- Certificate of Income Tax PAN Number
- Copy of Goods and Service Tax (GST certificate)
- 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,
- Income Tax Assessment orders / I.T. Returns copies ,Balance Sheets for the last three Financial Years.
- Audited final accounts for the last three financial years.
- Performance Certificates from previous & present clients for last 3 years.
- List of works in hand indicating Name of clients, 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.110000/- (Rupees One lakh Ten Thousand Only) by way of Banker's Demand Draft in favour of "Life Insurance Corporation of India" Payable at Satara.
- Valid registration certificate/license with Labour Department under Contract. Labour (Regulation & Abolition) Act, 1970 as amended from time to time, till date.
- DD for Rs.590/- (Rupees five hundred Ninety only) towards tender fee
- Certificate of Incorporation.
- Details of FSSAI registration/Industrial school registration(Enclose regn/accreditation order copy)
- Affidavit stating that the applicant is not facing any blacklisting from any of the establishment and Affidavit for disclosure of material fact. As per page no 59.

Note: The Contractor is requested to sign each and every page of Technical & Financial Bid of the Tender.



Satara Divisional Office, Jeevan Tara Building, 513, Ganpatdas Devi Path, Powai Naka, Satara. Pin-Code-415 001 Email Id <u>—os.satara@licindia.com</u> Phone no. 02162-224727/728

ANNEXURE- II

COMPLIANCE REPORT

To

Sr. Divisional Manager, L.I.C. Of India, Satara Divisional Office Satara

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

Dear Sir/Madam,

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, Maharashtra Government, whichever is higher 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, Housekeeping & General Maintenance Services at STC, Satara, 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:	
Date:	Name of the Tenderers:	
	Address:	



Satara Divisional Office, Jeevan Tara Building, 513, Ganpatdas Devi Path, Powai Naka, Satara. Pin-Code-415 001 Email Id <u>—os.satara@licindia.com</u> Phone no. 02162-224727/728

Annexure - III

Technical Bid

Tender for Catering and Housekeeping Service (Last Date for Submission: 10.04.2024 before 4.30 pm

S.R.No	Information sought	Information provided
1	Name of the firm/ Organization (in Block let	
2	Date of Establishment / Incorporation	
3	Registration No. for registration under Compa 1956(Please enclose photocopy of the certific	nies Act,
4	Correspondence address & Telephone no.	
5	Address of Head Office(if separate) and Telep number/email id	
6	Status: Proprietary/ Partnership/ Private Limite Company/ Public Ltd. Company	ed
7	Name (s) of the proprietor/ Partners/Directors	
8	Name of the Chief Executive with his present a Mobile/ Telephone no./Email Id	*
9	Name(s) of Representative(s) with Designation would be calling on us & attending to our jobs	n who
10	Name of Bankers with addresses, telephone nu IFS code	mber &
11	PAN allotted by Income Tax dept.(Enclose a photocopy)	
12	Labour Licence Nos. and validity under variou provisions of Labour Laws (Enclose a photocopy of certificate)	ttested
13	Service Tax Registration No. (Enclose attested photocopy of the certificate)	
14	E.P.F. Registration No. (Enclose attested photo of the certificate)	
15	ESI No.(Please enclose attested photocopy of t certificate)	the
16	Turnover for last 3 years FY 2022 FY 2020 FY 2020	1-2022
17	State the latest Income Tax assessed year and the amount of Tax assessed (copies of last 3 years between the state of the	T
18	Details if registered with any other Government Authority(i.e's)	t
19	Date of obtaining ISO 9001: 2008 certificate an	d its



Satara Divisional Office, Jeevan Tara Building, 513, Ganpatdas Devi Path, Powai Naka, Satara. Pin-Code-415 001 Email Id <u>-os.satara@licindia.com</u> Phone no. 02162-224727/728

	validity period(Enclose attested copy of certificate if any)	
20	Details of empanelment with any office of LIC Of India and /or PSUs/ any other Corporate Offices (Please enclose list giving full details and name and telephone number of person(s) who may be contacted for confirmation.	
21	Details of your Past Experience and presently undertaken in the field(enclose certificate from the relevant institutions)	
22	Furnish the details of catering(annulled/broken services before the end of contractual period if any,	
23	Mention any other specialties of your Establishment	
24	Registration No. of NSIC/MSMED, if any (enclose latest r certificates)	
25	Details of FSSAI registration/Industrial school registration(Enclose regn/accreditation order copy)	

Note: Please type out this form or fill it up legibly in ink. If space provided is insufficient, please attach separate sheet/s of paper by giving appropriate question numbers and answers thereto duly authenticating the same with signature & seal.

I/ We Centre Satara to consi OTHER TERMS AND fullest satisfaction of t	D CONDITIONS	request Life Insurance Corporation of India, Sales Training I. I/We agree to abide by all the "ELIGIBILITY CRITERIA AND prescribed in your formats and assure to render the services to the
Dated at	this	2024.

Signature of the Contractor:-Name & Address:-Seal:-

Applications received with incomplete information or alterations will not be considered. Note: Documentary evidence wherever applicable should be enclosed. All documents should be Signed and sealed.

(Copies of the credentials & Certificates issued by any other institution may be enclosed)



Satara Divisional Office, Jeevan Tara Building, 513, Ganpatdas Devi Path, Powai Naka, Satara. Pin-Code-415 001 Email Id <u>os.satara@licindia.com</u> Phone no. 02162-224727/728

ANNEXURE- IV

Participation of near relatives of employees in the tender

I/We/Our Organization, including our Partners/Shareholders/Directors hereby certify that none of my/our relative(s) is/are employed in Sales 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, Sales 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



Satara Divisional Office, Jeevan Tara Building, 513, Ganpatdas Devi Path, Powai Naka, Satara. Pin-Code-415 001 Email Id <u>-os.satara@licindia.com</u> Phone no. 02162-224727/728

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

COID OKATION OF INDIA
(On Non Judicial Stamp Paper of Rs. 100/-duly notarized)
This deed of indemnity executed onat Satara by/on behalf of (Name and address of the Catering, Housekeeping &General Maintenance Services Provider) (herein referred to as the Service Provider/Contractor) favouring Sales Training Centre, LICI, Satara (Herein referred to as the PRINCIPAL) having their office at Plot No. 81-A, Sector-18, Satara witness as follows:
 The Contractor had been working for the PRINCIPAL, STC, at Satara for Providing Catering, Housekeeping & General Maintenance Services.
2. The Contractor had made a Security deposit of Rsonly for providing Catering, Housekeeping & General Maintenance Services.
3. The Contract for providing Catering, Housekeeping & General Maintenance Services on contractual basis has been completed by meonor the Contract has been terminated/Cancelled by the PRINCIPAL/ Contractor w.e.f
4. We have paid all dues of the workers engaged in aforesaid Catering, Housekeeping & General Maintenance Services and have also paid all the bills of the materials purchased from various vendors/suppliers for the purpose of the mentioned Catering and Housekeeping services
5. The Contractor having satisfied the PRINCIPAL, STC, SATARA that there are no outstanding dues of any sort and also that he has not caused any damage to the property of STC, SATARA and on the request of the Contractor the PRINCIPAL, STC, SATARA has agreed to refund the aforesaid Securitydeposit.
6. Now in the above premises and in consideration thereof, the Contractor agrees and undertakes as follows:
7. In the event of any dues to the workers found to be still unpaid or any amount found outstanding to the supplier of goods and articles purchased for the purpose of aforesaid event of any damage breakage or any other injury to the

event of any damage, breakage or any other injury to the property of STC, SATARA caused by the Contractor or his workers, the Contractor shall, on being required by the PRINCIPAL, STC,

SATARA pay and make good all those dues or damages forthwith.



Satara Divisional Office, Jeevan Tara Building, 513, Ganpatdas Devi Path, Powai Naka, Satara. Pin-Code-415 001 Email Id <u>—os.satara@licindia.com</u> Phone no. 02162-224727/728

- 8. In the event of delay or failure to pay or make good any amount in the above connection which the PRINCIPAL, STC, SATARA has to pay or make good any such bills or incur any expenses or defend any proceedings with regard to the above, the Contractor (Name of the Contractor) hereby undertakes to indemnify the PRINCIPAL, STC, SATARA against all claims, demands, expenses, losses, proceedings and all liabilities of what so ever nature.
- 9. We hereby confirm that we have complied with our all statutory duties and obligations as mentioned in the Tender, Agreement as well as various statutes as applicable to the Contract labour.
- 10. We also confirm having remitted all statutory deposits, as applicable, to the concerned authorities.

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

Witness:

1. Signature : Name :

Address

2. Signature : Name : Address :

Signature of the Contractor With Seal (Indemnifier)



Satara Divisional Office, Jeevan Tara Building, 513, Ganpatdas Devi Path, Powai Naka, Satara. Pin-Code-415 001 Email Id <u>—os.satara@licindia.com</u> Phone no. 02162-224727/728

ANNEXURE -VI

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

					Date:
I	hereby	depose	that	neither	me nor our Organization
e ^a	ver blacklis ny Courts o	ted/prosecu fLaw.	ited by a	ny Organiz	including our Partners/ Shareholders/Principals were zation/ departments/statutory body(ies) in any State or by
X	/itness:				
					(Tenderer) Deponent
Ve	rification:				
afi	erified at fidavit is truere from.	e to the bes	on_ st of my	knowledge	and the contents mentioned/stated abovein this based on firm records and no information is hidden
					(Tenderer)



Satara Divisional Office, Jeevan Tara Building, 513, Ganpatdas Devi Path, Powai Naka, Satara. Pin-Code-415 001 Email Id <u>—os.satara@licindia.com</u> Phone no. 02162-224727/728

ANNEXURE -VII

SCOPE OF SERVICE

CATERING SERVICES AT STC, SATARA

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

-			MEA	LS		
SN	NATURE OF MEAL	SPECIFIED PERSONS	FREQUEN CY	CONTENTS	GENERAL TIMING*	VENUE
1	BREAKFAST	TRAINEES/GUEST FACULTY STAYING AT STC	DAILY AS REQUIRE D	AS PER MENU SPECIFIED IN THE TENDER AND APPROVED BY STC	08.00 AM TO 09.30 A M	DINNING HALL
2	LUNCH	TRAINEES/STC FACULTY/GUEST FACULTY AND GUESTS	DO	DO	01.15 PM TO 02.00 PM	DO
3	DINNER	TRAINEES/GUEST FACULTY STAYING AT STC	DO	DO	08.00 PM TO 09.30 PM	DO
	18 18		REFRESH TS	IMEN	-85	li I
1	BED TEA/COFFEE WITH BISCUITS	TRAINEES/GUEST FACULTY STAYING AT STC	DAILY AS REQUIRE D Electric kettle to be provided in all hostel rooms & Guest rooms	Daily two sachets of Tea/Coffee/Sugar/ Milk and one mini packet of two biscuits to be provided for each trainee in Hostel Rooms	6.00 AM	IN HOSTE L ROOMS
2	PRE- LUNCH TEA/COFF EE	DO	DAILY AS REQUIRE D	DO	11.30 AM OR AS DIRECTE D	LOBBY ADJOINI NG THE CLASS ROOMS
	POST- LUNCH TEA/COFFE E	DO	DAILY AS REQUIRE D	DO	3.30 PM OR AS DIRECTE D	DO
	EVENING TEA/COFF EE	DO	DAILY AS REQUIRE D	WITH SNACKS AS DIRECTED BY STC	5.00 PM OR AS DIRECTE D	DO



Satara Divisional Office, Jeevan Tara Building, 513, Ganpatdas Devi Path, Powai Naka, Satara. Pin-Code-415 001 Email Id <u>—os.satara@licindia.com</u> Phone no. 02162-224727/728

5 TEA/COFFEE	OFFICERS & STAFF AT STC	ON ALL WORKIN G DAYS	WITH BISUITS, SNACKS WITH EVENING TEA	10.00 AM TO 5.00 PM	OFFICE PREMIS ES
--------------	-------------------------	----------------------------	--	---------------------------	------------------------

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 STC.

^{*} These are indicative timings. These may change depending upon the schedule of the sessions.



Satara Divisional Office, Jeevan Tara Building, 513, Ganpatdas Devi Path, Powai Naka, Satara. Pin-Code-415 001 Email Id <u>—os.satara@licindia.com</u> Phone no. 02162-224727/728

ANNEXURE -VIII

SCOPE OF SERVICE

HOUSEKEEPING & GENERAL MAINTENANCE SERVICES AT STC, SATARA

Sweeping & Mopping:

- Dining Hall Before and after each meal
- Kitchen Daily at regular intervals
- Disposal of Kitchen Garbage Daily at regular intervals
- Hostel Rooms, Guests Rooms, Faculty Rooms and Administrative Block Once a day/change of occupancy.
- Main Reception Area On going everyday 8.00am to 5.00 pm
- Principal's cabin, Lobbies, Corridors & Verandas Sweeping& Mopping Thrice a day
- Stair Case Sweeping & Mopping once a day
- Sports Room, Library Once everyday
- All open areas, Roads/Pavements, Common area, Garden Sweeping once a day
- Auditorium and Conference Hall Monday & Thursday and also as and when required
- Scrubbing of room floors, lobbies, Corridors, staircases and balconies Once a week
- Clearance/Waste papers from Cabins/Office rooms etc. Once a day
- Disposal of Garbage and waste Paper in the garbage box and Dustbins Once a day
- Washing/change of Linen in Hostel rooms Twice in a week or earlier, if required, and on change of occupancy.
- Washing/change of Bath towels in Hostel rooms Thrice a week or earlier, and on change of occupancy.
- Washing/change of Bath towels in Toilets of Administration block Daily
- Washing/change of Bath towels in Faculty rooms once a week
- Dusting of furniture Once a day
- Dusting of Fans/Tube lights & other fittings in the rooms: Once in a Month
- Cleaning of toilets/WC's Washbasins of Thrice a day or earlier in Office Complex
 Once a day in hostel rooms
- Cleaning of Buckets/Mugs with Vim/detergent Once in a week
- Scrubbing of bathroom tiles Once in a week
- Cleaning of window panes/wall Paneling Once in a week
- Cleaning of fans/switch-boards/Distribution Boards/Compound lights/walls/Tube-lights/wall-hanging etc. Once in a month
- Opening of clogged drains/Sewer lines/ As and when required
- Ensuring operation of sewage/water drainage On an on-going basis
- Day to day operation of Air Conditioners, electrical installations, water Pumps, street lights etc. - On an on-going basis
- Operation of audio-visual equipments etc. As and when required



Satara Divisional Office, Jeevan Tara Building, 513, Ganpatdas Devi Path, Powai Naka, Satara. Pin-Code-415 001 Email Id <u>-os.satara@licindia.com</u> Phone no. 02162-224727/728

- General checking of all toilets fittings and sanitary accessories Once a week
- General checking of all furniture/locking arrangement and their repairs etc. Once a week
- Cleaning of all brass Statues/items Once in a fortnight
- Cleaning of Telephone instruments & equipments of sports room Once a week
- Cleaning & Moping of all class rooms and Syndicate Hall-Once in day and as and when required.
- Cleaning of Overhead and underground water tank once in a Quarter and confirmation of doing the same.

NOTE:

- (i) Timing for carrying out work pertaining to the above noted services shall be as advised from time to time by the Principal, STC, Satara. In general cleaning work related to the Administration block should be completed before 09.00 a.m. and Housekeeping & Maintenance work of the Hostel rooms is to be started thereafter and to be finished before 5.00 p.m. on all days.
- (ii) The workers deployed by the Contractor should wear immaculate uniform with Company's logo and photo-identity card.



Satara Divisional Office, Jeevan Tara Building, 513, Ganpatdas Devi Path, Powai Naka, Satara. Pin-Code-415 001 Email Id —os.satara@licindia.com Phone no. 02162-224727/728

ANNEXURE -IX

STANDARD OF SERVICE

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



Satara Divisional Office, Jeevan Tara Building, 513, Ganpatdas Devi Path, Powai Naka, Satara. Pin-Code-415 001 Email Id <u>-os.satara@licindia.com</u> Phone no. 02162-224727/728

- 8. Vegetarian and non-vegetarian cooking shall be done separately and dishes should also be served separately.
- 9. In case of a trainee/faculty/guest faculty being on fast or being sick, the Contractor shall supply suitable food to them as per request, within the cost of the normal menu.
- 10. All left-over food should be properly and promptly disposed of and must not be served again in any manner or form.
- 11. Dining Table should have water jug, glasses for drinking water, napkins, salt and pepper shakers etc. properly arranged to seat four persons or more as per requirement.
- 12. Although there will be self-service by the trainees and the Faculty Members, the Contractor should have sufficient number of workers not less than as specified in Annexure XII of the Tender Document, for serving the food.
- 13. The soap containers in the hand wash area and washroom should have sufficient liquid soap of branded quality 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.



Satara Divisional Office, Jeevan Tara Building, 513, Ganpatdas Devi Path, Powai Naka, Satara. Pin-Code-415 001 Email Id <u>-os.satara@licindia.com</u> Phone no. 02162-224727/728

ANNEXURE -X

MENU OF MEALS AND REFRESHMENT

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

SCHEDULE OF FOOD ITEMS:

SN	DESCRIPTION	MENU/ITEM DETAILS	FREQUENCY
1	Bed Tea	Daily two sachets of Tea/Coffee/Sugar/Milk and one mini packet of two biscuits to be provided to each trainee in Hostel Rooms Brand: Tajmahal/Tetle/Twining/Tata tea bags Nescafe Classic/Bru coffee. Milk: Amul/Nestle Dairy Biscuits: Britannia / Parle / Sunfeast	Each day of Stay as per the time specified by STC
2	Breakfast	 (1) Toast + Butter + Jam (2) Corn Flakes / Dalia with Milk (3) Boiled Egg / Omlete / Boiled Eggs. / Egg Bhoorjee (4) Fresh Fruits (5) Tea / Coffee / Milk /lemon tea/green tea/Kawa (6) Poha, Upma (7) One Item as per schedule given below 	As per Need with 20 Grams Butter and 20 Grams Jams per person every day of Stay as per time specified by STC
3	Pre-Lunch Tea	Tea with Branded Tea Bags OR Coffee and Two varieties of Biscuits (One sweet and one Salted) LemonTea,GreenTea/kawa are to be included.	Every day of Stay as per Time specified by STC



Satara Divisional Office, Jeevan Tara Building, 513, Ganpatdas Devi Path, Powai Naka, Satara. Pin-Code-415 001 Email Id <u>-os.satara@licindia.com</u> Phone no. 02162-224727/728

4	Lunch	 (1) Vegetable Soup (2) Salad (3) Plain Rice/ fried Rice/ Pulao (Basmati Rice only) (4) Tawa Roti / Roti / Naan/ Missi Roti (5) Two Vegetables dishes (One Wet&One Dry) (6) Dal (7) Papad, Pickle, Chatni and Curd /Raita (8) One Sweet Dish as per Schedule given below 	- D O- -
5	Post Lunch Tea	Tea (with Branded Tea OR Coffee and Two Varieties of Biscuits). One Sweet and another Salt biscuits.LemonTea,GreenTea/kawa are to be included.	DO
6	Evening Tea	Tea (with branded Tea Bags) OR Coffee and One Snacks items as per Schedule given Below. LemonTea,GreenTea/kawa are to be included.	DO
7	Dinner	(1)VEGETABLE SOUP (2)SALAD (3)PLAIN RICE/FRIED RICE/PULAO (BASMATI RICEONLY) (4) TAWA ROTI/ROTI NAAN/MISSIROTI (5) TWO VEGETABLE DISHES (ONE DRY) ONE OF THEM A PANEER DISH AS PER SCHEDULE GIVENBELOW (6) DAL (7) PAPAD, PICKELS, CHATNI AND CURD/RAITA (8)1 SWEET DISH AS PER SCHEDULEGIVEN BELOW	DO
8	AS DECIDED BY STC	1 NON-VEG ITEM OUT OF MENU AS PER SCHEDULE GIVEN BELOW	DO



Satara Divisional Office, Jeevan Tara Building, 513, Ganpatdas Devi Path, Powai Naka, Satara. Pin-Code-415 001 Email Id <u>-os.satara@licindia.com</u> Phone no. 02162-224727/728

SCHEDULE OF ALTERNATE ITEMS OF MENU:

SN	MEAL/	ITEMS TO BE PROVIDED	EDECLIENCY
	REFRESHMENT	TIEND TO BETTO VIDED	FREQUENCY
1	BREAKFAST	(4) ONE NORTH BIDIAN ITEM (GO) 1915	
	DICEARTAST	(1) ONE NORTH INDIAN ITEM CONSISTING	EVERYDAY OF
		OF STUFFED PARATHA WITH	STAY AS PER
		CURD/PLAIN PARATHA WITH	
		SABJI/PAV BHAJI/CHOLE	SPECIFIED BY
		BHATURE/PURI WITH SABJI/KULCHE	STC
		CHOLE/CHEELA OR SUCH OTHERITEM	
		OR	
1		(2) ONE SOUTH INDIAN ITEM CONSISTING	
		OF IDLI/VADA/DOSA/UTTAPAM/UPMA	
		OR SUCH OTHER ITEMS WITH	
		COCONUT CHATNI AND SAMBHAR	
	LUNCH/DINNER	VEG. WET CURRIES:	
		(1) MATAR PANEER, , SHAHI PANEER,	
		KADAHI PANEER, PALAK PANNEER,	
		CHILLI PANEER, PANEER MASALA,	
		VEG. MALAI KOFTA, ANY OTHER	
		PANEERCURRY	
	8	DRY CURRIES:	47
		(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.	
		DRYCURRY	
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 POLL DIEL CHARGE NAMES	
		SPRING ROLL, BHEL, CHATS, MATAR KARANJI	
		IXAIXAINJI	

NOTE:

1. The list above is only indicative and not exhaustive. It would be to the credit of the Contractor to add any number of items under their respective heads to make the list more versatile.



Satara Divisional Office, Jeevan Tara Building, 513, Ganpatdas Devi Path, Powai Naka, Satara. Pin-Code-415 001 Email Id <u>—os.satara@licindia.com</u> Phone no. 02162-224727/728

- 2. Any special sweet purchased from outside due to special order will be reimbursed at actual cost for which cash memo will have to be produced.
- 3. Adequate quantities to be served on buffet basis without any limit.
- 4. Fried Sounf, 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.



Satara Divisional Office, Jeevan Tara Building, 513, Ganpatdas Devi Path, Powai Naka, Satara. Pin-Code-415 001 Email Id <u>—os.satara@licindia.com</u> Phone no. 02162-224727/728

ANNNEXURE XI

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

- 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) orequivalent.
- FLOUR Annpurna, Shaktibhog, MP Wheat flour, Ashirvad
- PULSES & BESAN Rajdhani, Shaktibhog, Mangat Ram orequivalent
- DESSERT 1. The items such as Rasgulla, Gulab Jamun and other sweets are to be purchased from shop approved by STC 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/AmulCream 3.Regional food items like,Puran Poli, Kawa Poli, Sanja Poli,Pinapple Shira, Amras, Bundi Laddu,Dudhi Halwa, Sweet Karanji are to be included in the Dessert items.
- TEA /TEA BAG Taj Mahal, Tata Tetly Assam, Brook Bond, Lipton any other top brands.
- DALIA Rajdhani, Shaktibhog or MP Wheat
- CORN FLAKES Kellogg's, Chocos or equivalent
- PICKLES Mother's Recipe, Tops, Pachranga, Nillons
- MILK/MILK PRODUCTS- As per dairy specifications with recommended fat contents for comparison Prag, Amul, Mother Diary or equivalent.
- FRUIT CAKES –Britannia
- BREAD Britannia, Harvest or Modern
- BUTTER Amul, Mother Dairy orequivalent
- BISCUITS Britannia (Good Day), Parle-G, Monaco, and/or Priyagold, Sunfeast
- JAM (MIXED FRUIT) -Kissan, Malas
- SAUCE (TOMATO/CHILLI) Kissan, Maggi



Satara Divisional Office, Jeevan Tara Building, 513, Ganpatdas Devi Path, Powai Naka, Satara. Pin-Code-415 001 Email Id <u>os.satara@licindia.com</u> Phone no. 02162-224727/728

- 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. 1Piece)
- CHICKEN, MUTTON & FISH- To be purchased from shop approved by STC
- PAPAD- Lijjat or equivalent
- ICECREAM- Kwality, Mother Dairy, Vadilal, Amul or equivalent
- VEGETABLES- Should be fresh and not overripe
- SPICES- MDH, Ashoka, Catch, Badshah, Maharaja, Everest or equivalent(Agmark)

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



Satara Divisional Office, Jeevan Tara Building, 513, Ganpatdas Devi Path, Powai Naka, Satara. Pin-Code-415 001 Email Id <u>—os.satara@licindia.com</u> Phone no. 02162-224727/728

ANNEXURE-XII DEPLOYMENT OF SUPERVISORS AND WORKERS

Based on our past experience, we have arrived at the number of manpower resources to undertake the work of Catering / Housekeeping and Maintenance services for which the tenders have been invited. Our assessment of required manpower is given hereunder. Hence, this tender must not be construed as supply of manpower / material. The number of manpower resources has been assumed to provide an equal footing to all the bidders, so that they have equal weight on this factor.

Hence, it is reiterated that this tender is inviting offers to provide Catering and Housekeeping Services and not for supply or engagement of contract labour and / or materials.

In respect of catering services, the Contractor shall provide adequate number of competent and well- trained workers, one of whom will serve as the Canteen Manager) for cooking, cleaning, serving etc. to provide uninterrupted service at all times.

In respect of Housekeeping & General Maintenance Services the Contractor shall deploy adequate number of Supervisor/Workers for rendering satisfactory services, as per details below:

SN	Description	No's required
1	Supervisors(skilled)	1
2	Skilled cook-1, AssistantCook-1 and helper-2	Minimum of 4&to be added if required
3	Hostel Receptionist & Room boy(skilled)	1
4	Wet sweeper(unskilled)	1
5	Sweepers(Unskilled)	3

- 1. The Number mentioned above is only indicative. It has to added as and when required. Wages of the Catering workers will be borne by the contractor.
- 2. The Contractor should have full control of staff deployed by him and shall give necessary guidance and direction to carry out the jobs assigned to them and will also be responsible for the payment of their wages/dues and other statutory benefits / facilities, if any. The catering and kitchen staff is to be identified separately and not allotted sundry duties elsewhere in the premises. Under no circumstances sweepers/cleaners should be made to work in kitchen or canteen either for cleaning utensils or for serving food.
- 3. The Supervisor and other workers to be deployed should have necessary qualifications and experience. The Supervisor should have working knowledge of Marathi, Hindi and English.
- 4. The supervisor and other workers deployed by the Contractor should be healthy, free from any



Satara Divisional Office, Jeevan Tara Building, 513, Ganpatdas Devi Path, Powai Naka, Satara. Pin-Code-415 001 Email Id <u>—os.satara@licindia.com</u> Phone no. 02162-224727/728

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 the Contractor.

- 5. The Supervisor shall oversee all the affairs of catering at all times and especially during meal times. This person should have full authority and resources for efficient running of catering service.
- 6. The 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.
- 7. On receipt of Work Order, the Contractor will supply a list of names with the bio-data duly certified along with photograph of all the workers to be deployed under this Contract at the Sales Training Centre. In case of replacement of workers/Supervisor, his certified Bio data should be immediately submitted to the Sales Training Centre.
- 8. The Sales Training Centre reserves the right to expel any worker(s) of the Contractor who is found guilty of misconduct.



Satara Divisional Office, Jeevan Tara Building, 513, Ganpatdas Devi Path, Powai Naka, Satara. Pin-Code-415 001 Email Id <u>-os.satara@licindia.com</u> Phone no. 02162-224727/728

ANNEXURE-XIII

Uniform for the Supervisors and Workers

The Contractor shall arrange to provide winter and summer uniforms along with shoes to the Supervisors and other workers within 15 days of award of work. The design/colour/quality/fabric of the uniform and the brand of shoes to be provided will be approved by the Sales Training Centre, Satara.

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

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



Satara Divisional Office, Jeevan Tara Building, 513, Ganpatdas Devi Path, Powai Naka, Satara. Pin-Code-415 001 Email Id <u>-os.satara@licindia.com</u> Phone no. 02162-224727/728

Annexure XIV

PAYMENT TO CONTRACTOR

PAYMENT FOR CATERING SERVICES

1. Catering charges will be paid on the basis of actual number of day's trainees were attended the sessions. See the clause number 17 & 18 in Instruction to bidder., Clause no. 7 in Terms and conditions and Clause no.9 in Scope of work in catering/

2. Payment for actual manpower deployed for housekeeping (subject to maximum 6 numbers) and Service Charges will be made on monthly basis, on production of documents

mentioned in Annexure XV.

Special Veg. Lunch / Dinner for meeting arranged at Divisional office / STC

The Contractor shall provide special indoor / outdoor lunch / dinner in buffet style along with Special Tea (full cup size) whenever required, as per the scheduled dates thereof. The menu for the same shall be prescribed by the Principal / Sr. Divisional Manager, Satara or by his/her authorized representative. The entire arrangement, catering and serving vessels will be the sole responsibility of the Contractor. The Vendor / Contractor should quote rates for special buffet style lunch / dinner in Financial bid / Price Bid. The rates quoted for Special dish is for entire contract period.

The menu for Special Veg. Lunch /Dinner along with Special Tea/ Coffee for meetings arranged at Divisional / STC

1) Special Quality full cup of Tea/ Coffee (at Breakfast, Pre- Lunch, After Lunch)

2) Chapati / Tawa Roti / Roti

3) Two Vegetable :- One is with Paneer vegetable Dish and another dish with DryVegatable (Vegetables may be Baingan masala, Bhendi fry, Bhendi Masala, Matki Usal, Aaloo mutter, Plain palak, Chana Masala, Aaloo Palak, Palak paneer, Mutter Paneer, Paneer Masala, Vegetables will be suggested by concerned officer)

4) Plain Dal / Dal Tadka / Dal fry /

5) Rice / Fried Rice/ Jira Rice (Only in Basmati Rice)

6) Salad i.e. Cucumber, Onion, Tomato, Bits, Carrot

7) One sweet dish OR Ice-cream (such as Basundi, Shrikhand, Gulab-Jamun)

8) Papad (Lijjat Brand), Pickels, Chatni / Coconut Chatni, Curd / Raita

9) Water arrangement / Supply

Menu for Fast

1) Two Banana's

2) Wafers OR Two Sabu wada OR Sabu Khichadi

3) Chatni for Sabu Wada OR Khichadi

Payment for Special lunch / Dinner and Special Tea supply

1) Full cup Quality Tea / Coffee(At Breakfast, Pre- Lunch, After Lunch)

2) Rates are to be quoted for approx. 20 Persons including Special Tea/ Coffee.



Satara Divisional Office, Jeevan Tara Building, 513, Ganpatdas Devi Path, Powai Naka, Satara. Pin-Code-415 001 Email Id <u>—os.satara@licindia.com</u> Phone no. 02162-224727/728

Payment will be done on the basis of actual order given for

PAYMENT FOR HOUSEKEEPING AND GENERAL MAINTENANCE SERVICES

 Payment for Service Charges and actual manpower deployed by the Contractor on production of documents mentioned in Annexure XV will be made on monthly basis.

NOTE:

- Payment for actual manpower deployed in case of Housekeeping Services, will be made on the basis of <u>applicable</u> Minimum Wages for categories of manpower actually deployed, subject to
- 2. All statutory deductions, such as TDS, surcharges, cess etc., as applicable from time to time, will be deducted from total bill amount.



Satara Divisional Office, Jeevan Tara Building, 513, Ganpatdas Devi Path, Powai Naka, Satara. Pin-Code-415 001 Email Id <u>—os.satara@licindia.com</u> Phone no. 02162-224727/728

ANNEXURE-XV

BILLING PROCESS AND DOCUMENTS (CATERING SERVICES)

S.NO.	A STATE OF THE PARTY OF THE PAR	I S	INFORMATION	SUPPORT DOCUMENTS
1.	MENT Bill for	E	REQUIRED	
	menu charges	To be raised Monthly	Following information is required in the bill a) Bill No/date clearly written b) Training Batch (s) Session number start date and end date c) No of Trainees/Guests d) Billing Rate b) GST no. number [no service tax will be payable in case the invoice does not bear the service tax number] c)PAN Number d) Any other information prescribed by STC.	 a) Details of Number of daily refreshment/meals served to the Guest Faculty/Guests. b) Photocopy of missing meals and No meal register maintained at the reception. c) Photocopy of the check-in and checkout register of the trainees maintained at reception. d) Any other document as required by STC.
2.	Bill for the Month	raised Mont hly	Following information is required in the bill e) Bill No/date clearly written f) Billing Rate b) GST Reg. number [no service tax will be payable in case the invoice does not bear the service tax number] c)PAN Number d) Any other information prescribed by STC.	a)Details of Special Veg Lunch. b) No.of meals provided



Satara Divisional Office, Jeevan Tara Building, 513, Ganpatdas Devi Path, Powai Naka, Satara. Pin-Code-415 001 Email Id <u>—os.satara@licindia.com</u> Phone no. 02162-224727/728

(HOUSEKEEPING AND GENERAL MAINTENANCE SERVICES)

SN	REQUI RE MENT	TIMELINE	INFORMATION REQUIRED	SUPPORT DOCUMENTS
	Mannower and Service	Monthly	c) Dill number and date Registration No. d) Any other information as required by STC.	endorsed by the Contractor/Works Manager. f) Salary receipt sheet of that month on the format prescribed under the relevant statutes. g) 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.



Satara Divisional Office, Jeevan Tara Building, 513, Ganpatdas Devi Path, Powai Naka, Satara. Pin-Code-415 001 Email Id <u>—os.satara@licindia.com</u> Phone no. 02162-224727/728

ANNEXURE-XVI

Equipment and Facilities for Catering and Housekeeping Services (To be provided by LICI)

SN	FACILITY	QUANTITY
1	Water	As per requirement
2	Electricity	As per requirement
3	Gas Cylinder with regulators	04
14	Furniture, Mattresses, Bed sheets, Curtains, Blankets, Towels, Pillows etc. for Hostel Rooms	As per requirement

Cost of repairing of above mentioned catering and housekeeping equipments provided by STC Satara, if necessitated due to reckless or improper use by the Contractor or his workers, shall be borne by the Contractor.

NOTE: Sufficient Furniture for Hostel Rooms, Linens, Dining Tables, Chairs, Fans, Electrical fittings, ACs, Water Cooler, Chimney, Burners, R.O., Fire extinguisher, Exhaust Fans, Insect Killers, Emergency lights etc as per requirement shall be supplied by the Sales Training Centre, Satara.

To be arranged by the Contractor: All other things required for Serving and cooking like crockery, cutlery, cooking utensils, glassware and other necessary articles required and suitable for running the canteen shall be arranged by the Contractor at his own cost. The Contractor shall also provide all utensils and equipments for Buffet Style (Breakfast/Lunch/Dinner).



Satara Divisional Office, Jeevan Tara Building, 513, Ganpatdas Devi Path, Powai Naka, Satara. Pin-Code-415 001 Email Id <u>-os.satara@licindia.com</u> Phone no. 02162-224727/728

Annexure XVII

Financial Bid for Catering & House Keeping

		tem wise rates per person per day	including cost of Man Power deployed for cat	ering				
1			Catering at STC	Rates Per Day Per Person				
	Sr No	See Menu details as per Anne	xure- VII, X, XI	Rs.				
	1	Bed Tea / Coffee with Biscuits		113.				
	2	Break fast /Tea/Coffee/Milk						
	3	Pre Lunch Tea/ Coffee with Biscui	ts					
	4	Lunch						
	5	Post lunch Tea/ Coffee with Biscui	its					
	6	Evening Tea/ Coffee with Snacks		+				
	7	Dinner (Veg / Non Veg)						
	8	Total Package for per Trainee Per						
	9	A See Annexure- XIV	Package for per Day per Trainee X Approx. 250 SubTotal -					
		Note:- Catering charges will Trainee's attended on Day bas	be paid only on the basis of number of	Rs.				
2		Special Luch at Divisional Office						
		Special Lunch { Approx. 20 Perso	ons per occasion in each month) Arranged at ee Annexure-XIV) Payment will be done on the Sub total	Do				
	2-28	Financial Bid for H	ouse Keeping & Maintenance	Rs.				
3		Minimum wages for 6 workers in h	ousekeeping and Reception (2 skilled+4 ages Act 1948&1935 to be implemented.					
	×		Sub Total – C	Rs.115182/-				
4	, S	born by Contractor / Vendor, Unifo	s includes providing equipments and maintenance, es at kitchen, Water Charges and all other charges orm to workers,					
		Total of item no.4	Sub Total - D	Rs.				
5		Total of Financial Bid	(i.e. Total of A+B+C + D)	Rs.				

Date/Place

Seal and Signature of the vendorature of Vendor



Satara Divisional Office, Jeevan Tara Building, 513, Ganpatdas Devi Path, Powai Naka, Satara. Pin-Code-415 001 Email Id <u>os.satara@licindia.com</u> Phone no. 02162-224727/728

Note:-

- 1. This format combines: BASIC QUOTES BY BIDDERS (IN CAPITAL LETTERS) and calculations for comparison of Bids based on certain assumptions (in lower-case letters)
- 2. Administration charges / Service Charges should include OTHER EXPENSES LIKELY TO BE INCURRED BY HIM FOR providing House-keeping & Maintenance / Catering services including costs to be incurred for providing any equipments, crockery, cutlery, consumables required and cost of cleaning material for providing services as per the Terms & Conditions and Annexures
- 3. The billing and payment will depend on actual number of personnel deployed by contractor and their stipulated minimum wages for housekeeping, according to their respective category, viz unskilled etc.
- 4. Refer to clause 16 on page 8 of the Tender Document for all assumptions made for comparison of Bids. Actual payment will be made as per Annexure XIV and clause 17 & 18 on page 8 of the Tender Document.
- 5. Payment of applicable minimum wages for actual manpower deployed AND service charges will be made on production of documentary evidence of payments of wages and other statutory payments to the workers deployed by the Contractor including PF, ESI etc.
- 6. The Competent Authority has decided a minimum estimated cost of package per trainee per day to ensure the quality of the Catering services. Any vendor quoting 5% less than the minimum estimated cost will be disqualified in the financial bid. The estimated cost is kept confidential and will be opened along with the Financial bid.
- 7. To ensure the quality of Housekeeping work, the minimum cost of the administrative charges is decided by the Competent Authority and vendors quoting less than this amount will be disqualified at the time of Financial Bid. The amount is kept confidential and will be opened at the time of Financial Bid.
- 8. L1 vendor will be selected on the basis of lowest quote as per Annexure XVII. In case of a tie L1 vendor will be decided on the basis of draw of lot.
- 9. Sub total C of the financial Bid is based on the latest minimum wages act1948&1935. Vendors are not to change this amount. Vendors quoting different amount will be disqualified.



Satara Divisional Office, Jeevan Tara Building, 513, Ganpatdas Devi Path, Powai Naka, Satara. Pin-Code-415 001 Email Id <u>-os.satara@licindia.com</u> Phone no. 02162-224727/728

		AFF	DA	VIT			
(To	be	given	on	stamp	paper	of	`500/-)

	(To be given on stamp paper	of `500/-)	Annexure-XVIII
I / We, authorized rep			, being Indian Company
/ Sole	Trading Company / bearing registration		Firm, registered underhaving office at
under:-			_do hereby solemnly affirm and state as
	ce Corporation of India has float / we being one of the Bidders, neral Instructions and other pag		or appointing House Keeping Services and in / We strictly follow various laws as ler.
Insurance Corporation	Of India" to deduct the amoun	orporation of	Insurance Corporation of India against all India, I / we hereby empower "Life ges, compensation costs, charges and n or sums due or to become due to us.
I / We state that Life In made by me /us in this requirement, any miss	nsurance Corporation of India h	as considered	my / our bid on the basis of the statement pliance of any provisions, being a statutory
Signed before me Nota			
Signature of the Vendo	or NAME /		
DESIGNATION AND SEAL OF THE FIRM / CO	DMPANY		
Date:			



Satara Divisional Office, Jeevan Tara Building, 513, Ganpatdas Devi Path, Powai Naka, Satara. Pin-Code-415 001 Email Id <u>-os.satara@licindia.com</u> Phone no. 02162-224727/728

Annexure A PRE CONTRACT INTEGRITY PACT

Annexure -XIX

General:

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on	1
part. And M/s	S
WHEREAS the BUYER proposes to procure	
orice in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and Enabling BIDDERs/Sellers/ Service Providers to abstain from bribing of any corrupt practice in order to secure the contract by providing assurance to them that their)r
abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any orm, by its officials by following transparent procedures. The parties hereto hereby agree to enter into this ntegrity Pact and agree as follows:-	

1.Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting on implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage/evaluation stage, treat all BIDDERs alike and will provide to all BIDDERs the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERs.



Satara Divisional Office, Jeevan Tara Building, 513, Ganpatdas Devi Path, Powai Naka, Satara. Pin-Code-415 001 Email Id <u>—os.satara@licindia.com</u> Phone no. 02162-224727/728

- 1.3 All the officials of the BUYER will report to the "Chief Vigilance Officer" of the Buyer any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERs

- 3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract of any other contract with the government for showing or forbearing to show favour or disfavor to any person in relation to the contract of any other contract with the Government.
- 3.3 Foreign BIDDERs shall disclose the name and address of their Indian agents and representatives in India, and Indian BIDDERs shall disclose their foreign BUYERs or associates.
- 3.4 BIDDERs shall disclose the payments to be made by them to their agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/ integrator/authorized agent of the stores/equipment/items and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries, including officials of the BUYER or their family members, if any, in connection with the contract and the details of services agreed upon for such payments.



Satara Divisional Office, Jeevan Tara Building, 513, Ganpatdas Devi Path, Powai Naka, Satara. Pin-Code-415 001 Email Id <u>os.satara@licindia.com</u> Phone no. 02162-224727/728

- 3.7 The Bidder will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER/Contractor will not commit any offence under the relevant India Penal Code (IPC) /Prevention of corruption (PC) act. Further, the bidder will not use improperly, for purposes of competition or personal gain, pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the Bidder or any of the key personnel of the bidder, actively involved in the Project is a relative of any of the actively involved personnel of the Buyer, the same should be disclosed. The term 'relative' for this purpose would be as defined in section 2(77) of the Companies Act,2013.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee or the BUYER.
- 3.14 The Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

4. Previous Transgression

- .1The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify; BIDDER's exclusion from the tender process.
- .2 The BIDDER agrees that if it makes an incorrect statement on this subject, or committed a transgression through a violation of any of the clauses of the commitments of bidder, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Sanctions for Violations:

5.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the



Satara Divisional Office, Jeevan Tara Building, 513, Ganpatdas Devi Path, Powai Naka, Satara. Pin-Code-415 001 Email Id <u>-os.satara@licindia.com</u> Phone no. 02162-224727/728

following actions, wherever required:-

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

6. Independent Monitors:

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

Name, address, email of the Monitor(s):

Shri. Arun Chandra Verma, IPS(Retd), Flat No C-1204, C tower, Amrapali, Platinum Complex, sector-119, Noida (U.P), E-mail Id :acverma1@gmail.com

6.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the



Satara Divisional Office, Jeevan Tara Building, 513, Ganpatdas Devi Path, Powai Naka, Satara. Pin-Code-415 001 Email Id <u>-os.satara@licindia.com</u> Phone no. 02162-224727/728

parties comply with the obligations under this Pact.

- **6.3** The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently. It will be obligatory for him to treat the information & documents of the Bidder as confidential.
- **6.4** Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 6.5 As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the

Executive Director (E&OS), LIC.

- 6.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, LICI and recues himself / herself from that case.
- 6.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 6.8 The Monitor will submit a written report to the Chairman, LIC within 8 to 10 weeks from the date of reference or intimation to him by the BUYER /BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.
- 6.9 If the Monitor has reported to the Chairman, LIC, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman LICI has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 7. Facilitation of Investigation: In case of any allegation of violation of any provisions of this pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER. The BIDDER shall provide necessary information and documents in English and shall extend all possible help of the purpose of such examination/inspection.
- 8. Law and Place of Jurisdiction: This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.
- 9. Other Legal Actions: The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extent law in force relating to any civil or criminal proceedings. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members. Changes and supplements as well as termination notices need to be made



Satara Divisional Office, Jeevan Tara Building, 513, Ganpatdas Devi Path, Powai Naka, Satara. Pin-Code-415 001 Email Id <u>—os.satara@licindia.com</u> Phone no. 02162-224727/728

in writing.

10.	Val	idity	
-----	-----	-------	--

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

11. The parties hereby sign this Integrity Pact at	on
BUYER Name of the Officer: Designation Deptt./	BIDDER CEO:
Witness	
1	1
2. (Note: Bidder/Seller/Service Provider Stores/equipment/item/service Bidding be used where ever applicable without altering the purpose /desired intention	2process/ bid evaluation/process of availing services Appropriate word may of the clause.)



Satara Divisional Office, Jeevan Tara Building, 513, Ganpatdas Devi Path, Powai Naka, Satara. Pin-Code-415 001 Email Id <u>os.satara@licindia.com</u> Phone no. 02162-224727/728

Nature of Lapse	Penalty	
Use of substandard ingredients	Rs. 500/- per each occasion	
Insufficient quantity	Cost of breakfast/ lunch/ dinner as per Annexure- II of those persons for whom food was insufficient will not be paid	
Complaints(Participants/Staff/ Faculty/Guests) as per Complaints/ Suggestions Register	Cost of that C 1 '	
Below average rating as per the feedback	Up to 10% of the total participants of each session-NIL	
	Above 10% - Percentage of deduction on total food bill of that session will be equal to percentage of feedback in excess of 10%	
Not wearing Uniform, head gear, gloves	@ Rs.20/- per person per day	
Omission of items of Menu	Standard cost of these items will be deducted from the bill	
Change of Menu(per item) without prior approval from CA	Cost of that item is not payable	
Failure to provide catering service	Four times the cost of alternative arrangement	
Non display of menu as per 3.1	Rs.100/- for each occasion	
Failure of Room Service	Cost of items as per Annexure- II will be deducted	
Lack of cleanliness, usage of premises by persons other than allowed workers	Rs.500/- per each occasion Rs.1000/- per day/ per person	
Failure to dispose off garbage	Rs.500/- for each failure	
Non maintenance of appliances in good working condition	Double the cost of repairs	
Not using the Burners, Spirit lights etc under the containers	Rs.200/- per each occasion	
Delay in providing Breakfast, Tea/ Coffee during sessions and Lunch which affect Sessions ote: - In addition to the above, the Principal St	Rs.200/- per each occasion	

Note: - In addition to the above, the Principal, STC, Satara is the final authority to decide the Additional/ Proper amount of Penalty

Sr.Divisional Manager

9 h -