

The Terms and Conditions for Tender of Canteen Services at Divisional Office:

1. *The Contractor shall be fully responsible for the entire canteen arrangements to the employees during the period of agreement*
2. *The Contractor shall mention what all varieties of items he can prepare and submit a detailed General Menu List by specifying the rate and quantity against each item. Menu, Quantity & Quality of Service shall be same as noted at the time of submitting the tender.*
3. *The Contractor to ensure that the food items for supply shall be prepared fresh in the canteen itself and to be supplied only to the employees/agents and other authorized guests with in the DO Premise.*
4. *The contractor should ensures that utensils, cups, saucers, flasks (especially the rims), crockery, etc. be scrubbed and cleaned with Vim and hot water. Further The contractor should ensures that a thorough master cleaning be done every weekend for all equipments, fixture, and utensils by removing the grime, grease, stains, oil etc.*
5. *The contractor to ensure that the kitchen, dining hall, wash areas, wash basins, water coolers and surrounding areas in the dining hall, be maintained neat and clean.*
6. *The contractor should arrange for cleaning tables immediately after the dining and disposed off the kitchen garbage/leftover food without causing any environmental hazards.*
7. *The contractor shall provide adequate number of competent and well-trained staff for rendering flawless services. Appointment of minors is strictly prohibited. All workers shall maintain perfect cleanliness and hygiene. They should be free from any ailment*
8. *The rates quoted for meals/food items/snacks/tea/coffee/milk etc as per price bid and shall be for a period of ONE YEAR. The rates will be reviewed subsequently.*
9. *The Contractor shall purchase all the food stuff, vegetables, groceries and articles used for the catering purposes and shall always have on hand, sufficient stock. All provisions should be stored in hygienic containers. Oil & Atta should be branded only.*
10. *The Contractor should ensure that all uncooked items are handled with utmost hygiene using hand gloves and proper dresses. Stewards shall wear gloves to cut salads and to serve items. The grinders/mixers shall be cleaned spotlessly in hot water before and after use.*
11. *The Contractor shall ensure serving purified water in clean glasses for drinking purposes.*
12. *The Contractor shall ensure that hot coffee/tea & snacks should be served through flask/closed container at specified time to all Departments /to individual tables as and when ordered*
13. *The Contractor to ensure, refilling of LPG for kitchen at his cost and use of firewood is strictly prohibited.*
14. *Maintenance of gas burners, stoves, gas lines, rubber pipe in perfect condition, etc. with their regular servicing shall be the responsibility of the contractor.*
15. *The contractor shall obtain at his own expense all Licenses, Permission etc., as may be required by Law and shall bear all Taxes imposed by any Governmental / Municipal Authority / Agency to this effect.*
16. *The Senior Divisional Manager and/or his representatives will review the performance of the contractor and issue advice/instructions at periodical intervals. The contractor is bound to comply with the same.*
17. *The Contractor hereby authorizes the Corporation to recover any loss or damage caused to the property/ material supplied due to negligence or mishandling. However loss/ damage caused on account of normal wear and tear is excluded from this clause.*

18. General Clauses:

19. *The contract for canteen Services if found satisfactory, after further review and evaluation, The first party may renew, successively for two more years each time annually, on the same terms and conditions subject to three months advance consent of both the parties prior to the termination of the Contract.*
20. **Security Deposit:** *The Contractor has deposited a sum of RS 25000.00 (Rupees Twenty Five Thousand Only) with the Corporation towards security deposit which will be refunded, by the Corporation, on the termination of the agreement. The security deposit does not carry any interest.*
21. *Supply of items by Contractor to outside the premises and to outsiders is strictly prohibited.*
22. *If any persons other than the workers of the contractor are found using Divisional office facilities, it will be viewed seriously and penalized. Smoking, consumption of alcoholic drinks, indulgence in any obnoxious activities is strictly prohibited*
23. *The contractor will be liable for all consequences in case of any food poisoning, Severe and stringent action will be taken by the Corporation, including impositions of penalty. In case of any food poisoning, the contractor shall bear all medical expenses, compensation and legal expenses including all fines/ punishment imposed by the Government authorities.*
24. *The contractor shall not assign or transfer the rights and responsibilities assigned to him, to any other person or entity and shall not sub contract his services partially or wholly in any manner what so ever to others.*
25. *Any omission on the part of the Corporation, at any time, to exercise any of its rights under the terms & conditions of the agreement shall in no way impair or affect the validity of the terms & conditions and rights of the Corporation, to enforce its rights at any time subsequently.*
26. *The Contractor and any of his employees should not over stay in the premises after the close of office working hours without prior permission by the competent authority of the Corporation.*
27. *The persons employed by the contractor either on full time or part time basis or casual basis or in any manner will never be deemed to be the employees of the Corporation and shall have no claim and/or right of any kind against Corporation.*
28. *The contractor shall under take to abide by all the statutory provisions, labour laws, tax provisions etc.*
29. *The Corporation reserves the right/option to levy penalty on the contractor in case it is found that the water and electricity are not used reasonably.*
30. *The contractor shall maintain in good condition all furniture, equipments, fittings, premises etc., provided to him and hand-over-charge of the same on termination of the contract.*
31. *The Contractor shall deploy adequate workforce in each category as the contractor feels necessary for smooth functioning. The workforce to be deployed by the contractor should be hale and healthy.*
32. *The workforce engaged by the contractor should have identity cards giving their name, address, and photograph and contact number.*
33. *The Corporation shall accept no claim in the event of any of the contractor's work force sustaining any injury, damage or loss to either person or property. The Corporation shall not be liable for any accident or injury or loss of life or limb of the workforce employed by the contractor.*
34. *The contractor should ensure that in the course of their activities the workforce engaged by him do not misbehave or quarrel with co-workers, disturb the officials.*
35. *The contractor shall not have any tenancy rights by virtue of entering into an agreement with the Corporation. The premises and its facilities will be utilized by the contractor only for the purposes as described in the agreement during the currency of the contract.*

36. The contractor shall attend the meeting whenever called by the competent authority or his representatives and abide by the instructions given by the competent authority from time to time.
37. "In terms of provisions of section 33(3) of the Insurance Act, 38, as amended by the Insurance Laws (Amendments) ordinance, 204, Insurance Regulatory Development Authority of India (IRDAI) is authorized to verify all such books of account, register, other documents and the data base in the custody of contractor in respect of service outsourced by the LIC of India. It shall be the duty of the contractor to provide such documents/statements/information as may be required by IRDAI within such time as may be specified by the IRDAI".
38. The contractor shall not exhibit any signboard, nameplate or advertisement within the Corporation premise.
39. Appliances, furniture, fixtures, infrastructure available at canteen as per Schedule-I, however, the contractor shall ensure its clean maintenance and keep in good working conditions throughout his tenure by carrying out the repairs forthwith. Any defect found during inspection will attract penalty.

40. Penalty Clauses:

41. Any breach of terms and condition of this agreement by the Contractor will attract penalty and the recovery will be effected without any further notice to this effect.
42. All the deficiencies on the part of Contractor will attract penalty and the recovery will be effected without any further notice to this effect.
43. The Corporation is at liberty to forfeit security deposit of Rs.25, 000/- (Rupees Twenty Five Thousand only) without giving any notice to this effect, in case of premature withdrawal of the Contractor from the canteen services for any reason, whatsoever, during the period of the agreement or in case of his failure in course of the agreement period to comply with these terms and conditions.
44. Non-disposal of garbage and waste will attract penalty of Rs.500/- on each occasion.
45. Not following the instructions given by the competent authority an appropriate penalty will be imposed.
46. The workforce of the contractor is required to make judicious use of water and electricity. Any wastage of water noticed by officials of LIC, will attract penalty.
47. Appropriate penal action will be taken in respect of following situation:
48. Any claim from any statutory authority or workers of the contractor with respect of their terms of their services arising in relation to non-compliance by the contractor with any matter set out here in
49. Any act of commission or omission, negligence, fraud, forgery, dishonesty, misconduct or violation of any of the terms and conditions of this contract by the contractors or his work force.

50. Exit Clauses:

51. In case of non-performance or bad performance on the part of the Contractor, the agreement may be terminated by the Senior Divisional Manager of the first party at any time, by giving one month notice to the contractor.
52. The contract may be terminated by either party by giving one months' notice.
53. The contract is also liable to be terminated by the Corporation if any or more of the following contingencies occur:
 - a) The contractor abandons the contract or
 - b) The Contractor assigns or sublets the work in whole or in part thereof, or
 - c) The Contractor fails to carry out the work under the contract, at any time during the contract period, and continues to do so even after a notice is issued by the Corporation or

- d) The Contractor becomes bankrupt or insolvent or goes into liquidation or is ordered to wind up or has a receiver appointed on its assets or
e) The Contractor persistently disregards instructions issued by the Corporation, or
f) The information submitted by the Contractor in tender is found to be incorrect, or
g) The Contractor fails to perform its obligations as per terms of the contract.

54. Indemnity and Other Provisions:

55. The contractor hereby agrees to indemnify and hold the Corporation harmless from any loss, claim, damage, costs or expense of any kind including reasonable attorney's fees, to which the Corporation may be subjected by virtue of a breach of any of the representations set out here in.

56. Notwithstanding any other provisions of this Agreement, in no event shall the Corporation be liable to the contractor for loss of profits or revenues, indirect, consequential or similar damages arising out of or in connection with the services, materials or assistance provided under this agreement

57. Arbitration Clauses

- a. In case of any dispute on any matter related to this job and agreement, the same shall be referred to the Senior Divisional Manager, LIC Mysore. The decision of Senior Divisional Manager, LIC Mysore shall be final and binding on both the parties.

DECLARATION

I hereby agree to all the terms and conditions mentioned above without any condition whatsoever. I also further agree that all the deficiencies will attract penalty and the recovery will be affected without any notice to me.

In case of my premature withdrawal from the canteen services for any reason whatsoever, during the period of the agreement or in case of my failure in course of the agreement period to comply with these terms and conditions the Competent Authority is at liberty to forfeit my security deposit of Rs.25,000/- (rupees twenty five thousands only)

Date:
Place:

Signature of the contractor
Seal of the contractor

TENDER STARTS FROM : 31-08-2024
LAST DATE FOR SUBMISSION OF TENDER : 20-09-2024 at 4.15.PM
OPENING OF TENDER : 23-09-2024 at 04.00 PM

**TENDER FORMS ARE AVAILABLE AT E&OS DEPARTMENT, LIC OF INDIA,
DIVISIONAL OFFICE, MYSORE-570015.**