



## Invitation of Tenders for Catering & Housekeeping Services.

Life Insurance Corporation of India, SALEM Division, "Jeevan Prakash", JOHNSONPET, SALEM – 636007 intends to invite tenders for **Catering and Housekeeping Services at Sales Training Centre (STC), SALEM in sealed envelopes** 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.15 lakhs and above to large training institutions/colleges and having **registration with FSSAI** state authorities etc., for providing multi cuisine **Vegetarian** food to around 35 residential trainees per day. Industrial training schools accredited for following trades viz., Food Production; Food and Beverage Service; Front Office & Hotel Operational Management; House Keeping Management with **Tamilnadu Govt. under State Council for Vocational Training; Department of Employment and Training, Guindy, Chennai-600032;** are exempted from financial turn over, provided they must have FSSAI registration for catering services & GST registration.

The tenderers meeting the criteria specified in the tender shall only be considered for further evaluation.

Tender format containing Terms & Conditions for **Catering & Housekeeping** Services at STC, SALEM is available in our website <[www.licindia.in](http://www.licindia.in)> from **13.07.2023 to 02.08.2023**. **Last date for submission** of filled in tenders to our office will be on **03.08.2023 up to 12.00 hrs**

There will be a prebid meeting on **28.07.2023** at 11.00 AM for any clarifications at LIC, Divisional office, JOHNSONPET, SALEM. Bidders who prefer to attend the pre-bid meeting should send e-mail to [os.salem@licindia.com](mailto:os.salem@licindia.com) giving details of their agency and details of person (only one person) attending the meeting. The e-mail should reach us before Modification/Amendment in the tender conditions, if any consequent to the pre bid meeting shall be published by way of corrigendum in our website under the heading Tenders.

The Senior Divisional Manager, LIC of India, Divisional office, SALEM, reserves the right to reject/issue the tender to any agency at his sole discretion without assigning any reason whatsoever.

**Date: 13.07.2023**

**Senior Divisional Manager.**



## INDEX

Table of Contents	Page Number
Tender Schedule	3
Instructions to Bidders	4-6
ANNEXURE-A (Technical Bid)	7-8
BANK PARTICULARS FOR PAYMENT	9
TENDER FEE & EMD PARTICULARS	10
ANNEXURE-B (Financial/Price Bid)	11
Documents to be enclosed along with Technical Bid in Annexure "A":	12
Eligibility Criteria & Requirements	12-13
Terms and Conditions – Catering Services	14-18
Terms and Conditions – House keeping services	21-22
GENERAL Terms and Conditions (Applicable to both Catering and Housekeeping Services)	24-25
Recovery of penalties (Penalty clause)	25
Infrastructure Provided to Contractor(Schedule-I)	28
Schedule-II (Menu and Timings)	29-31
OTHER INSTRUCTIONS: Catering	31
SCHEDULE– III Schedule of jobs / items relating to Hostel Room Maintenance	32-34
GIST OF REGISTERS TO BE MAINTAINED BY THE CONTRACTOR	35
Our STC BUILT UP AREA DETAILS	35
CRITERION FOR DISQUALIFICATION	36
PRE CONTRACT INTEGRITY PACT	36-42

Signature of the Bidder

with Seal &amp; Date

Senior Divisional Manager

**TENDER SCHEDULE**

SI No	Description	
1	Name of work :	Tender for Catering and Housekeeping Services for LIC, Sales Training Centre, SALEM.
2	Cost of tender document ( Non refundable)	<b>Rs.250.00</b> (Rupees Two hundred fifty only).+GST@18% Rs.45 totaling to Rs.295/-
3	Earnest Money Deposit	<b>Rs. 10,000/-</b> ( Rupees TEN thousand only)
4	Date of sale of tender document	<b>From 13.07.2023 to 02.08.2023 between 10.00 AM To 4.00 PM</b> from Monday to Thursday and 10.00 AM to 4.30 PM on Friday ( excluding Holidays, Sundays and Saturdays ) from the above office on payment of non refundable tender cost by Demand Draft / Pay Order in favour of “ <b>LIFE INSURANCE CORPORATION OF INDIA</b> ” payable at <b>SALEM.</b>
5	Prebid meeting	<b>28.07.2023</b> at 11.00AM
6	Last Date & Time for submission of tender document.	<b>03.08.2023</b> up to 12.00 hrs
7	Date & Time of opening of Technical Bids	The “Technical Bids” will be opened on <b>03.08.2023</b> at <b>15.30</b> Hrs in the presence of bidders or their authorized representatives who may wish to be present.
8	Date & Time of opening of Financial Bids.	Shall be intimated later on.

**Date : 13.07.2023****Place: SALEM****Senior Divisional Manager.**

Signature of the Bidder

with Seal &amp; Date

Senior Divisional Manager



### INSTRUCTIONS TO BIDDERS

The tender forms will be available from **13.07.2023 to 02.08.2023** between 10.00 AM to 4.15 PM from Monday to Thursday and 10.00 AM to 4.30 PM on Friday ( excluding Holidays, Sundays and Saturdays ) in our OS Department, Divisional Office, JOHNSONPET,, SALEM.

- 1) The last date for submission of filled in tenders (both technical and financial bids) is **03.08.2023** up to 12:00 hrs. The offers received after the last date and time mentioned above will not be considered.
- 2) The filled in tenders should be submitted to the address given below:  

**The SENIOR DIVISIONAL MANAGER  
L.I.C. OF INDIA, DIVISIONAL OFFICE,  
“JEEVAN PRAKASH”, JOHNSONPET,, SALEM –  
636007.**
- 3) The technical bid will be opened on **03.08.2023** at 15.30 hrs in the presence of bidders or their authorized representatives who may wish to be present. The Bidders or his representative may present at the time of opening of the Technical Bid. No separate intimation will be sent in this regard. The Technical Bids will be opened at the time and date stipulated above irrespective of the number of Bidders or their representatives present.
- 4) After scrutiny of the technical bids and assessment of the offers, the financial bids of only those bidders, whose offers are found suitable to the Corporation, will be opened at a later date. The date of opening of financial bids will be intimated to those bidders whose offers are found suitable.
- 5) The tender form consists of the following documents. i.e.
  - a. Instructions to bidders and Terms & Conditions.
  - b. Technical Part
  - c. Financial part.
- 6) The offers are to be submitted in Two Bid system i.e., Technical Bid and Financial Bid. The Technical Bid consists of all the required information called for in the questionnaire (other than the price). The Technical Bid shall be submitted in sealed cover (Marked Envelope – I) super scribing as “Technical Bid” for “TENDER FOR CATERING & HOUSEKEEPING SERVICES – LIC, STC, SALEM - 2023”. The envelope shall contain the addressee’s details and details of the bidder also.
- 7) The Financial/price bid shall contain only financial details i.e., rate and other financial implications. The Financial Bids will be placed in the Envelope - II and super scribed with addressee and bidders details.
- 8) EMD of Rs. 10,000/- ( Rupees ten thousand only) in the form of Demand Draft / Pay Order in favour of “ Life Insurance Corporation of India” payable at SALEM and the cost of tender fee of Rs. 295/- ( Rupees two hundred ninety five only ), the Miscellaneous Receipt of the tender fee deposited or D.D or Pay Order shall be submitted in sealed cover ( Marked Envelope – III) superscribing as “Earnest Money Deposit” for “ TENDER FOR CATERING & HOUSEKEEPING SERVICES – LIC, STC, SALEM - 2023” along with “Technical and Financial Bid”. Please note that no interest is payable on the EMDs.

Signature of the Bidder

with Seal &amp; Date

Senior Divisional Manager



- 9) All the three envelopes will be placed in a fourth envelope (Envelope – IV) and sealed and submitted to the LIC OF INDIA, DIVISIONAL OFFICE, and SALEM at the address given above. The envelope must be super scribed with “ TENDER FOR CATERING & HOUSEKEEPING SERVICES – LIC, STC, SALEM - 2023” and the last date for submission is **03.08.2023** up to 12:00 hrs and the Technical bid will be opened on **03.08.2023** at 15.30 hrs in the presence of bidders or their authorized representatives who may wish to be present. In case the tender form is downloaded from the corporation’s web site, the non Refundable tender fee of RS. 295/- (Rupees two hundred ninety five only) may be remitted in the form of Demand draft / Pay order drawn in favour of “ Life Insurance Corporation of India” payable at SALEM.
- 10) Refund of EMD: - EMD shall be refunded as under:
- EMD of all unsuccessful Vendors / bidders shall be refunded after scrutiny and submission of Technical Assessment Report by Divisional Committee to the SENIOR DIVISIONAL MANAGER.
  - EMD of other bidders (except lowest bidder) shall be refunded within one month’s time after opening of Financial Bids.
  - EMD of lowest bidder shall be refunded separately or adjusted along with the Security Deposit.
  - In case the lowest vendor / bidder refused to render services after issue of allotment letter , a notice shall be served to them by giving 30 ( thirty ) days time failing which their EMD amount lying / retained with us shall be forfeited without any further correspondence.
- 11) Senior Divisional Manager is the competent authority to refund / forfeit the EMD amount.
- 12) The tender document for Catering and Housekeeping services contains 42pages (1-42) numbered serially. All pages of the tender documents have to be signed by the tenderers as proof of this acceptance. In case of joint ownership, all owners have to sign all the pages of the bids (Technical and Financial/Price bids). Incomplete bids and bids lacking in details and without signatures are liable to be rejected.
- 13) Tenderers should note that their tenders should remain open for consideration for a Minimum period of 06 (SIX) months from the date of opening of “Technical Bids”.
- 14) The bidders are advised to inspect the premises of STC are required to be offered and assess for requirements themselves before submission of the tender.
- 15) “CONTRACTOR”/“BIDDER”/“APPLICANT/tenderers “shall mean the Person/ Firm/ Vendor/ Company who is submitting the duly filled in Tender.

The Tender Inviting Authority reserves the right to accept any tender or to reject any or all tenders at his sole discretion without assigning reasons thereof. The Tender Inviting Authority does not bind to accept the lowest tender.

**Place:**

**Date:**

**Signature of vendor with seal**



This tender consists of two parts, viz., Technical Bid including Instructions to Bidders, Terms and conditions and Financial Bid containing expected price only. Separate Technical and Financial bids are to be submitted for each proposal. The Technical Bid, Financial Bid and the Earnest Money Deposit (EMD) should be sealed in envelopes. The use of envelopes will be as under:

- A. **Envelope marked as I:** The duly completed **Technical Bid** be put in this envelope and sealed.
- B. **Envelope marked as II:** The duly completed Financial **Bid** be put in this envelope and sealed.
- C. **Envelope marked as III:** The DD or Bankers cheque for “Earnest **Money Deposit**” and “**Cost of tender document**” or the M.R of the required value be put in this envelope and sealed.
- D. **Envelope marked as IV :** All the above three envelopes shall be placed in envelope marked – IV and sealed ( i.e. Envelopes marked as IV , will contain three envelopes marked as I , II & III) and submitted to LIC of India, in sealed condition “ Superscribing as “ Tender for CATERING & HOUSEKEEPING SERVICES – LIC, STC, SALEM”.. Last date for submission is **03.08.2023 up to 12:00 hrs**

**Terms and conditions:**

1. The terms and conditions along with the instructions will form part of the tender to be submitted by the tenderers to LIC of India, herein termed as LIC/Corporation.
2. Tender which is received on account of any reason whatsoever including postal delay etc. after the expiry of time and date i.e. **03.08.2023 up to 12:00 hrs** fixed for submission of tenders shall be termed as ‘**LATE**’ tender and not to be considered. Such tender shall be returned to the concerned party without opening the same.
3. All vendors are requested to submit the tender documents (Technical Bid and Financial/Price Bid) duly filled in with the relevant documents / information at the following address :

**THE SENIOR DIVISIONAL MANAGER, L.I.C. OF INDIA, DIVISIONAL OFFICE, “JEEVAN PRAKASH” JOHNSONPET, SALEM-636007.**

Signature of the Bidder

with Seal & Date

Senior Divisional Manager

**ENVELOPE- 1.****ANNEXURE "A"****Tender for Catering & House Keeping Services****TECHNICAL BID****SALES TRAINING CENTRE, LIC OF INDIA, SALEM DIVISION.**

1. Name of the Firm /Organization ( in Block Letters)	
2.Date of Establishment / Incorporation	
3. Registration No. for registration under Companies Act,1956 (Please enclose photo copy of the certificate)	
4. Correspondence address and Telephone No	
5. Address of Head Office (if separate) and Telephone No	
6. Status : Proprietary / Partnership /Private Limited Company / Public Limited Company	
7. Name(s) of the proprietor/ Partners /Directors	
8. Name of the Chief Executive with his present address, Mobile / Telephone No.	
9. Name(s) of Representative(s) with Designation who would be calling on us and attending to our jobs	
10. Name of Bankers with addresses & Telephone Nos. & IFSC Code	
11. PAN No. allotted by Income Tax Dept.(Please enclose attested photocopy)	
12. Labour License Nos. and validity under various provisions of Labour Laws. (Please enclose attested photocopy of certificate)	
13. GST Registration No. (Please enclose attested photocopy of certificate)	
14. E.P.F. Registration No. (Please enclose attested photocopy of certificate)	
15 .ESI No. (Please enclose attested photocopy of certificate)	
16. Turnover for last 3 years	F.Y. 2022-2023 F.Y. 2021-2022 F.Y. 2020-2021
17. State the latest Income Tax Assessed year and the amount of Tax Assessed (copies of last 3 years IT Returns, Balance Sheets & Revenue A/c to be enclosed)	
18. Details of FSSAI registration/Industrial school registration(Enclose regn/accreditation order copy)	
19. Date of obtaining ISO 9001:2008	

Signature of the Bidder

with Seal &amp; Date

Senior Divisional Manager



भारतीय जीवन बीमा निगम  
LIFE INSURANCE CORPORATION OF INDIA

certificate and its validity period (Please enclose an 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 no. of person/s who may be contacted for confirmation)	
21. Details of your Past Experience and Presently undertaken in the field of catering and Housekeeping maintenance. (Please enclose the latest <b>PERFORMANCE certificates from the relevant institutions</b> )	
22. Furnish the details of catering/Housekeeping maintenance annulled/broken services before the end of contractual period, if any.	
23. Mention any other specialties of your establishment	

**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 and seal.**

I / We \_\_\_\_\_ request Life Insurance Corporation of India, SALEM Division to consider our agency bid. I / We agree to abide by all the "ELIGIBILITY CRITERIA AND OTHER TERMS AND CONDITIONS" prescribed in your formats and assure to render the services to the fullest satisfaction of the Corporation.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2023

**Signature of the Bidder**

**Name & Address**

**Seal**

***NOTE: The Corporation reserves the right to accept or cancel any of the Agencies tender at their absolute discretion without assigning any reason.***

***Applications received with incomplete information or alterations will not be considered.***

Note: Documentary evidence wherever applicable should be enclosed.

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

**(contd...)**

Signature of the Bidder

with Seal & Date

Senior Divisional Manager





### BANK PARTICULARS FOR PAYMENT

Caterer/Service provider is requested to furnish below mentioned particulars for payment of amount due. This is to be treated as the part of the Tender condition

Sl.no	Particulars	Information
1	Bidder Name ( as in Bank record) in Block Letters	
2	Contact No. & Email id	
3	PAN	
4	GST NO	
5	Bidder Bank Account No.	
6	Type of Bank Account	
7	Name of the Branch (Bank)	
8	Bank IFSC	
9	Other particulars if any	

N.B.

- 1) Payment will be made only through NEFT.
- 2) Caterer/Service Providers have to submit the bank details

**Signature of the Bidder**

**Name & Address**

**Seal**

Signature of the Bidder

with Seal & Date

Senior Divisional Manager

**TENDER FEE & EMD PARTICULARS**

TENDER FOR CATERING AND HOUSE KEEPING SERVICES ON CONTRACT BASIS.

- a. NAME OF THE BIDDER
- b. Particulars Draft No
- c. Date Drawn on.....Bank and Payable at SALEM
- d. TENDER FEE (Rs.295/) – Details of payment
- e. EMD (Rs.10,000/-) Details of payment

Note:

1. If Tender Fee deposited at cash counter then particulars of Receipt No to be given
2. Attach Exemption Certificate having registered with NSIC/MSME

Signature with Seal

Name

SIGNATURE OF THE BIDDER

NAME OF THE SIGNATORY

Signature of the Bidder

with Seal & Date

Senior Divisional Manager



ANNEXURE "B"

Tender for Catering &amp; House Keeping Services

**Financial/PRICE BID**

SALES TRAINING CENTRE, LIC OF INDIA, SALEM DIVISION.

The consideration for catering and maintenance services shall be as follows:

SL.N	PARTICULARS Refer : Schedule II for details of menu/s	RATE (Rs.) Per Head per Day
1	Morning Bed coffee/Tea/Milk (With/without sugar)	
2	Breakfast	
3	Forenoon Tea/Coffee/Milk (With/without sugar) with Biscuits	
4	Lunch	
5	Afternoon Tea/Coffee/Milk with Biscuits	
6	Snacks (includes Tea/Coffee/Milk) (With/without sugar)	
7	Dinner	
	<b>TOTAL (CATERING SERVICES ONLY)</b>	
8	<p><b>House keeping Charges</b> as per the schedule III given below (Consolidated / PER MONTH) like...</p> <p>(a) Hostel Rooms / Canteen maintenance (includes sweeping, mopping, removing cob webs, dusting of tables, chairs etc, making of beds daily, washing of linens, curtains, towels, cleaning of toilets, providing purified(RO)drinking water, cleaning parapet walls, upkeep of furniture, equipment, Scrubbing etc.)</p> <p>(b) Academic Room &amp; Common Area Maintenance: (Sweeping, removing cobwebs, dusting of tables, chairs, up keeping of furniture, equipments, scrubbing, cleaning parapet wall etc.) &amp;</p> <p>(c) All areas which are form part of STC, SALEM</p>	<p><b>Consolidated / PER MONTH</b></p> <p>Rs. _____ (in figures)</p> <p>(Rupees _____ only)(in words)</p>

Name &amp; Address

Signature of the Bidder

Seal

Signature of the Bidder

with Seal &amp; Date

Senior Divisional Manager



**Documents to be enclosed along with Technical Bid in Annexure "A":**

- I) 1. Demand draft for Rs.10,000/- towards EMD (Envelop – III)  
 2. DD for Rs.295/- towards tender application fee. (Envelop – III)
- II) Self attested photo copies of the following documents:
1. Certificate of Registration with Labour Department, Government of Tamilnadu.
  2. Certificate of Registration with office of the Regional Provident Fund Commissioner.
  3. Certificate of Registration with employees State Insurance Corporation.
  4. Certificate of registration for GST.
  5. Audited financial statements (Profit and Loss and Balance Sheet) for the last three financial years.
  6. Income tax assessment order /returns for the last three financial years.
  7. Certificate of Income Tax PAN Number.
  8. Certificate of FSSAI Eligibility Criteria & Requirements

**Eligibility Criteria & Requirements**

1. The applicant must be a Registered / Licensed Organization / Partnership firm / Sole Proprietorship.
2. The applicant must have a proven track record of minimum 3 years with reputed clients in rendering catering service.
3. The applicant must have sound financial capacity / credit worthiness acceptable to LIC of India.
4. The applicant must have annual turnover of Rs.15 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 will suffer 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 services AND also SUBMISSION of renewal certificate (which should have remaining validity period of at least for 3 months as on date of tender application, ) issued by FSSAI Authorities.
8. The applicant must not have been prosecuted or suffered any penalty for violation of any labor laws by any Authority.
9. 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.
10. The applicant should neither be a sub-contractor to any other entity/ person nor has at any time sub-let the contract awarded to the applicant to any other person.



11. The applicant has not suffered any disqualification to render the catering services at any time in respect of matters not enumerated herein.
12. The contractors, who have already rendered services/ who have been rendering services till date in our LIC's ZTC/STC will be allowed to participate , if their work records are impeccable. For this, latest PERFORMANCE CERTIFICATE is required from them.
13. The applicant should not be a party to any cartel at any time for processing any contract including the present Tender.
14. The tenderers are advised to inspect the facilities, premises etc. where the services are required to be offered and assess for requirements themselves before submission of the tender.
15. LIC of India is not responsible in any manner for the postal delay / loss / non receipt of the tender.
16. The validity of the tender shall be for 6 (six) months.
17. The rates to be quoted shall be inclusive of all i.e., providing catering services inclusive of all taxes, charges, levies etc., if any. Income Tax will be deducted as per the prevailing rates.
18. The tender should be submitted so as to reach Office on or before the date and time specified in the covering letter.
19. The Financial BID should contain relevant price information and the rates should be quoted in Indian Rupees and must contain Rate per plate as well as Package Discounted Rate. In case of differences between the rates given by the bidder in words and figures or in the amount worked out by him, the following procedure shall be followed: (i) when there is a difference between the rates in figures and words, the rates which correspond to the amounts worked out by the bidder, shall be taken as correct. (ii) When the amount of an item is not worked out by the CATERER/SERVICE PROVIDER does not correspond with the rate written either in figures or in words, then the rate quoted by the CATERER/SERVICE PROVIDER in words shall be taken as correct. (iii) When the rate quoted by the bidder in figures and in words tallies but the amount is not worked out correctly, the rate per plate quoted by the bidder shall be taken as correct and not the amount.
20. The quotation should be either typewritten or neatly and legibly hand written in dot-pen.
21. Technical Bid & Financial Bid should be placed in separate individual sealed covers and these two individual covers should be placed in a sealed cover. Quoting of price openly or submission of financial bid along with technical bid without putting in a separate sealed cover will result in disqualification of the tender.
22. Any tender not complying with eligibility criteria and requirements either wholly or partially shall be liable for rejection.
23. The successful tenderers will be required to deposit an amount of Rs.2,00,000/- (Rupees TWO lakhs only) by way of a crossed A/c payee demand draft favoring LIC of India, drawn upon any nationalized bank payable at SALEM, towards Security deposit. This deposit will be refunded only on successful completion of the agreement period. No interest will be payable on this security deposit. The EMD of the successful tenderer will be adjusted to such Security Deposit, allowing the tenderer to deposit the balance amount.

Signature of the Bidder

with Seal &amp; Date

Senior Divisional Manager



24. If the successful tenderer fails, in course of the agreement period, to comply with the terms and conditions of the Agreement, the security deposit may be forfeited in full or in part as decided by the Competent Authority.
25. The Competent Authority reserves the right to change the relevant dates; to accept or reject all or any of the applications; to accept any higher bid; or cancel all tenders without assigning any reasons whatsoever.
26. Any dispute arising out of or relating to this tender shall be deemed to have arisen in SALEM and shall be subject to adjudication of a competent court in SALEM.
27. The applicant must furnish an appropriate declaration in respect of the terms and conditions mentioned herein along with the application form.
28. The contractor must be ready to produce books of accounts, registers, other documents and data in his custody or power, before investigating officer and to furnish him with any information and statement related to affairs of the insurer or intermediary of insurance intermediary.

**Place:**

**Signature of the Bidder/Contractor**

**Date:**

**Name & Address Seal**

Signature of the Bidder

with Seal & Date

Senior Divisional Manager



## TERMS AND CONDITIONS

### Definitions:

The Catering & House Keeping services are to be provided for Sales Training Centre (STC) of Life Insurance Corporation of India, SALEM, represented by Senior Divisional Manager, LIC of India, SALEM - 636007 or any other official authorized by him. The Competent Authority means Senior Divisional Manager, LIC of India, and SALEM - 636007 or any other official authorized by him.

The contract shall cover two aspects of the Corporation's Sales Training Centre viz.

1. CATERING SERVICES and 2. HOUSEKEEPING SERVICES.

### CATERING SERVICES

The contract shall be for a period of TWO years with effect from the date of issue of work order. It can be extended for one more year on the existing terms and conditions and at the existing rates subject to mutual consent of both the parties. The parties to the contract, may, by giving a written notice of 90 days to the other party, terminate the contract. The termination shall take effect at the close of 90 days from the date of receipt of written notice, by the other party.

The contractor is not entitled to assign or transfer howsoever the benefit or burden of the contract to any other person or firm. Nothing herein contained shall be construed to create any tenancy in contractor's favour of any of the STC's premises, properties or belongings and the STC may of its own motion, upon the termination of the contract, re-enter and retake and resume and retain absolute possession of the STC's belongings, both movable and immovable.

The contractor will have to remit a security deposit of Rs 2, 00,000/- (Rs. Two lakhs only), which will be refundable without any interest after adjustment of outstanding dues/charges/ compensation, if any, upon termination of the contract.

### Equipment:

1. During the period of the agreement the contractor shall be fully responsible for the entire catering arrangement for the trainees at the said training centre and for such other persons as may be required by the Corporation. The contractors will be permitted to use the kitchen and the adjoining store in the dining hall hereafter collectively referred to as hostel block in order to carry out catering arrangements being entrusted to him.
2. The contractor is entitled to use the infrastructural facilities, furniture, fixtures and fittings, belonging to the Corporation, in the canteen premises and described in Schedule I and the contractor shall ensure that the above are always properly maintained at his own cost.
3. The contractor shall provide at his own cost all other equipments (including Refrigerator, Hot Case, Toaster, Oven, etc. of recognized make and suitable size) and shall maintain the same in good working condition at his own cost and put it to regular use for purposes solely connected with his catering arrangements. The contractor shall provide at his own expense crockery, cutlery, cooking utensils,

Signature of the Bidder

with Seal & Date

Senior Divisional Manager



glassware, juicer/mixer, table cloth, frills, dining paper rolls, tissue paper, cloth napkins and other articles necessary and required and suitable for running the canteen. The crockery used should be of high quality and to the satisfaction of the office. He shall at all times keep and maintain all these articles in a clean, neat, hygienic and tidy order and condition. The Corporation shall not be responsible in any way for the loss and/ or damage caused whatsoever to any of the aforesaid articles. He shall also arrange at his own cost regular supply of gas cylinders. Maintenance of gas burners, gas lines etc., and regular servicing of gas burners, gas lines etc., shall be the responsibility of the contractor.

4. The water(except catering) and electricity consumption charges will be borne by the Corporation, provided that the contractor shall
  - (a) Ensure that the items of usage E.g. Taps, Switches etc., are always properly maintained at his own cost.
  - (b) Ensure utmost economy in the consumption of water, Electricity and abide by such restrictions as may be imposed or such instructions as may be issued by the appropriate Government/Civic authorities and the Principal, STC or any other person authorized by the Corporation.
  - (c) The STC reserves the right/option to levy penalty on the contractor in case if it is found that the water and electricity are not used reasonably.
5. In times of scarcity of water, the contractor shall ensure at his own cost, availability of modern safe alternative modes of these resources and ensure that the operations/ programmes of the STC are not adversely affected in any manner.
6. 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 stuffs and articles used for the catering and have always on hand, good and sufficient supply of all articles, food stuffs and provisions necessary for the catering and the same shall be kept in a proper hygienic manner in suitable containers, raw food stuffs such as vegetables, milk, fruits shall be of fresh supply. The purchases should be made from reputed chain stores. All food items should be ISI Certified & Branded. Monthly provisions should be certified/ approved by the authorized persons. Only Aavin milk should be used.
7. Usually the training sessions are conducted throughout the year, but the number of trainees may vary from time to time and the Corporation does not guarantee any minimum number. There may be breaks between terms of each session. A situation could arise where no session is conducted during a particular month. Notwithstanding this, the contractor's catering and maintenance service shall be available throughout the year without any break. If there are no sessions during a week a fixed amount of Rs. 1000/- only is payable per **working day**.
8. We insist on highest quality in preparation of foodstuff and also the associated services. We would be imposing a penalty by deducting minimum of 5% of the total food bill for a particular session if the feedback from the participants is adverse (greater than or equal to 10% putting together both poor and average) in two successive or separate session or combination of sessions. This is to be implemented on the basis of recommendations of a committee which will be constituted by the competent authority at STC. The contractor should attend the meeting whenever he is called upon to do so. This is mainly to keep a check on the

Signature of the Bidder

with Seal &amp; Date

Senior Divisional Manager





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/short at any point of time, the principal, STC or any one authorized by him/her is entitled to withhold the contractor's bills, effect cuts in the bills as per the penalty clause, demand compensation from the contractor or take any other action deemed necessary including immediate termination of the contract without notice to the contractor.

9. The Faculty Members designated as Course Coordinators for the Training sessions are entitled to take the Breakfast, Lunch, Dinner and the cost of catering so done for the course coordinators shall be charged to the Corporation along with the cost incurred for the trainees. Whenever required the contractor shall provide for breakfast, lunch, coffee/tea/milk, evening snacks & dinner to the faculty members, officers and staff of the STC at a concessional rate as may be mutually agreed upon between the Principal, STC and the contractor. In such occasions, it shall be the responsibility of the contractor to keep account for the catering so done and collect the cost thereof from the individual Officers and staff, issuing them with receipts for the amount received from them. Food should be cooked only in the kitchen of the canteen. Contractor should not bring or serve any food prepared or cooked from outside. No outsider should be permitted inside hostel and canteen block. Food should not be served to any outsider, either on payment or free of cost.
10. On the NIGHT previous to the day of commencement of the session the contractor shall keep the mess open and arrange for catering services for the participants reporting up to 21.30 hours and for such of the boarders as are expected to be present in the hostel on such days and bill for the actual attendance should only be claimed. Night stay out register of the participants should be maintained and should be submitted along with the catering bill. Check-in and check-out statements signed by the participants shall be the basis for settling the bills.
11. If a boarder falls ill or indisposed; such special diet, as and 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 boarders' room. He shall also summon in case of an emergency a Doctor or take the participant to the Doctor's clinic if required. The cost in such an emergency will be borne by Trainee. A register of medical attendance, suggestion register/complaint register will be maintained by the contractor and submitted to the office periodically. First aid box should be available at the reception counter under the control of the receptionist. Cost of Refills and medicine for the first aid box will be borne by the Contractor. It will be the responsibility of the contractor to communicate immediately any complaint of sickness, mishap, accidents etc., to the Principal/vice principal/authorized persons.
12. 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 all the furniture's, fixtures, equipments and articles brought or made available by the STC in/or to the hostel/canteen block and it shall remain the exclusive property of the Corporation. The contractor shall be responsible for the pilferage and/or any damage to the administrative block/or hostel block or portion of the building under the contractors occupation or the fittings, fixtures, furniture's or other equipments entrusted in his charge, when such damage is in the STC's opinion caused due to the negligence or carelessness or any fault on contractors part or that of his manager or servant or representative and he shall be liable to pay to the Corporation such amount in respect of such damage as may be assessed by the Corporation engineer or other officer authorized in this behalf.

Signature of the Bidder

with Seal &amp; Date

Senior Divisional Manager



13. The contractor shall replace at his own cost all electrical items such as bulbs etc., as and when required in the Dining Hall, Kitchen and such other area as may be prescribed. The contractor shall also bear the cost of repairs/replacements of the items if they are damaged.
14. 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. However the LIC of India may, reimburse on production of receipt of payment of Goods and Service Tax to the Contractor any Goods and Service Tax paid by him to the Government on account of their undertaking the present contract and the works entrusted there under.
15. The Principal, STC or any one authorized by him is entitled to issue instructions to the contractor on any matters covered by this contract or not specifically covered but found necessary in the discharge of the training operations of the STC. In all such matters, the decision of the Principal of the Sales Training Centre shall be binding on the contractor.
16. The contractor shall provide adequate number of competent and well-trained staff for cooking (including expert Chefs for Tamil Nadu, South Indian and North Indian Cuisine), cleaning, dining, room services (Bed Coffee/Tea/Water) and also maintenance of hostel. The total number of staff employed shall be maintained at an adequate number sufficient to manage the activities of the training centre at all times. The contractor should have full control of such employees and shall give necessary guidance and direction to carry out the jobs assigned to them by the contractor and will also be responsible for the payment of their wages/dues and other facilities if any. The catering and kitchen 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. The person employed by the contractor for the catering services are not connected with Corporation in any way.
17. All uncooked items must be handled with utmost hygiene using hand gloves and proper dresses. Stewards must wear gloves to cut salads and to serve items. The grinders must be cleaned spotlessly in hot water before and after use.
18. All salads and fruits should be washed first and then cut.

The minimum number of workers for kitchen and stores shall consist of the following and they should be available round the clock:

1) Head Cooks	1
2) Assistant cooks	1
3) Pot washers	2 (including cleaning of canteen block)

Signature of the Bidder

with Seal & Date

Senior Divisional Manager

**Note:**

1. The Head cooks and Assistant cook should be proficient in different cuisine (South Indian/North Indian etc.)
2. Appointed Head Cooks will have to undergo a trade test to be arranged by the contractor.
3. The Head Cook should be available till completion of dinner.
4. Leftover food will not be served under any circumstances (lunch left over shall not be served for Dinner and vice-a-verse).

**Workers for Dining Hall:**

The workers for dining hall shall consist of the following: -

- |               |           |
|---------------|-----------|
| 1) Stewards   | 3 Persons |
| 2) Supervisor | 1 Person  |

Note: In case of need, the number of waiters, supervisors and cooks are to be increased as per requirement.

19. The kitchen and the dining hall should be maintained in a spic and span manner round the clock by using good quality disinfectants, approved by STC. The contractor without causing any environmental hazards should dispose off kitchen garbage and leftover food at their own cost. He should liaise with the local municipal/civic authorities for disposal of non-degradable garbage once in two days.
20. The contractor's men should have identity cards, photograph, etc. The contractor shall provide distinctive uniforms to his managers, supervisors, canteen persons, kitchen workers and other workers. Persons working in the canteen shall be provided with apron, gloves headgear etc., besides uniform. All those employed by the contractor shall wear their respective uniforms with badges throughout, while they remain in STC campus. ID proof(AADHAR) of all workers shall be presented by contractor as and when employed.
21. The contractor shall provide continuous service (except catering at regulated and defined hours) on a 24 hour basis. A panel of Resident Managers shall be communicated to the STC by the contractor and the persons named in the panel shall be accountable for all the services covered by the contract.
22. It will be the contractor's responsibility to ensure that the obligations under the terms of this catering arrangement are duly performed and observed.
23. The contractor shall carry out improvements as may be necessary for ensuring satisfactory services and shall take due notice of complaints made by the boarders or through the faculty members or the vice principal or the principal of the training centre. The contractor shall maintain a complaint register to be submitted for checking by the administrative office periodically. The contractor is also required to maintain various other registers, as may be required by STC, for the smooth functioning of the canteen and hostel.
24. Details of catering items shall be as indicated in Schedule II. The boarders shall have the option of asking for Coffee or Tea or Milk, raw rice or boiled rice and the contractor shall provide them according to their choice.

Signature of the Bidder

with Seal & Date

Senior Divisional Manager



25. The contractor shall provide clean, pure drinking water (Warm, Ordinary or Cool – as per the choice of the boarder) in each room of the hostel, as frequently required by the inmates.
26. The morning bed Coffee/Tea shall be served in thermos flasks to each participant at his/her room. Breakfast, lunch, snacks and dinner shall be served at the dining hall, unless otherwise required by Principal. Forenoon and afternoon tea/coffee shall be served at the pantry/class rooms on the days of the training sessions. The coffee/tea/snacks for the Principal, Faculty Members and Staff of the STC shall be served at their respective tables. Coffee/tea flasks should be well maintained. They should be immediately replaced if broken or damaged or become unusable.
27. Timings prescribed by the Principal, STC or a person authorized by him/ her for each service shall be strictly adhered to by the contractor and the STC is free to change the timings from time to time or prescribe different timings for different groups of participants. The menu shall be drawn up weekly in full detail for each day and got approved by the Principal or anyone authorized by him. The menu once approved should be strictly adhered to. Deviation if any will be allowed only in case of exigencies. The approved menu should be displayed prominently on a board.
28. It is the exclusive responsibility of the contractor to ensure due and timely compliance with all relevant laws including labour laws, regulations etc. relating to the employment of persons.
29. The contractor shall submit his bills for catering service fortnightly, in the manner and format prescribed by the STC, within 5 days of the end of the relevant Fortnight. The contractor shall assign the job to a competent and trained person and ensure high quality, accuracy, neatness and full details in the Bills, to facilitate speedy checking and prompt settlement by the STC. Bills found defective 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 of fitness prescribed by the Government authorities and if at any time any fine is imposed by the Government authorities (for E.g. by the food inspectors/ food dept.) the same shall be borne by the contractor and the STC will not pay any fine or penalty that may arise/or that may be imposed on account of the fault of the Contractor.
31. The Contractor shall provide and maintain necessary modern equipments for keeping the food warm at the service counters.
32. Whenever local excursions/trips for the trainees are arranged, the contractor shall arrange for serving Tea, Snacks, Lunch etc., for them during the excursion/trips and no extra charge will be payable for the same.
33. The Contractor shall be personally and solely responsible for any consequences due to food poisoning. Besides refusal of the entire payment for the sessions, during which such food poisoning has occurred, the Principal may initiate further stringent action, as he may deem fit.

Signature of the Bidder

with Seal &amp; Date

Senior Divisional Manager

**HOUSE KEEPING SERVICE:-****Minimum Number of workforce required:-**

Work force	Minimum required
Supervisor	1
Receptionist	1
Electrician_plumber	1
Cleaning staff	2
<b>Total</b>	<b>5</b>

1. The contractor or his staff shall not use the premises, properties, fixtures, fittings, etc. of the STC/Corporation for any purpose other than those expressly provided in the contract.
2. The contractor shall deploy sufficient persons, one of whom will be a professional. He will ensure operation of air conditioners in various places and switch on and off these units daily. He will also be responsible for audiovisual systems in the classrooms with the help of an operator employed by him. He will ensure cleaning of water coolers, water tanks in the campus etc., once in a fortnight. The water tanks (hostel, office block etc.) shall be maintained in clean condition. Register for cleaning water tanks should be maintained and should be submitted along with the housekeeping bill.
3. The contractor shall attend to all items of cleaning such as removal of cobwebs, cleaning of fans and lights, cleaning of window frames, shutters, Venetian blinds, doors, changing and fixing of curtains, dusting of chairs, tables, furniture etc., in all the places. Even if a room or auditorium is not put to use the dusting/cleaning should be done once a week. This should be adhered to without fail.
4. The contractor shall do all classroom arrangements including shifting of furniture and other equipments within the campus. This will be the sole responsibility of the contractor.
5. The contractor shall provide safe and pure drinking water to the trainees in their classrooms and administrative personnel in the administrative block regularly as per timings given in this regard. Only glass tumblers are to be used for providing water and the cost of the glass tumblers shall be borne by the contractor.
6. The contractor shall provide educated, well-behaved, trained and experienced receptionist and resident manager whose name will be intimated to the office. The receptionist and manager and 1 electrician shall be available in the reception counter/hostel round the clock at his cost for all connected jobs and shall not be used for other sundry jobs. The receptionist should be proficient in English, and local language.
7. The contractor shall employ trained persons to operate the motor pumps, generator sets and they should be responsible to see that the water supply is properly maintained at all fittings related to water supply.
8. The contractor shall provide two thermos and two glasses in each hostel room and arrange refilling of drinking water twice or as frequently required by the participants. He should also provide hot water if so required by the trainees/Guest. Cost of replacement of thermos and glasses will be borne by the contractor.

Signature of the Bidder

with Seal &amp; Date

Senior Divisional Manager



9. The contractor shall submit his bills for Maintenance services monthly, within 10 days from the end of the calendar month. Along with the Maintenance Bill, the contractor shall also submit a Monthly Report (in such proforma) as may be prescribed by the STC giving details of the housekeeping and maintenance service rendered during the month. All the housekeeping / maintenance activities should be recorded in the prescribed register. The register will be signed by the contractor on daily basis and counter signed by the authorized person. If more than 5% and up to 10% of the trainees, during any month, rate hostel maintenance related services as poor and or average, a deduction of 5% shall be made from the monthly maintenance bill. If more than 10% of the trainees, in any month, rate hostel maintenance related services as poor and or average, the Principal may deduct an appropriate amount as he may deem fit, besides calling for the observations of the contractor.

An appropriate amount of deduction will also be made in case the Bureau of Indian Standards point out in their audit report that the standard of maintenance of Hostel/Canteen/estate/academic block has gone down. In all such cases, the decision of the Principal is final and binding on the contractor. In the event of unsatisfactory service at any point to carry out the terms of this contract, STC may forthwith terminate this housekeeping/maintenance arrangements without any prior notice notwithstanding anything contrary mentioned within and the contractor shall not claim whatsoever against the STC or any of the officers in consequence of such termination.

10. Local Municipality has informed that they would not be lifting biodegradable wastes. Contractor should make necessary arrangement for disposal of the same. Contractor should also adhere to the instructions issued by Municipal Authorities or by Principal or any other person authorized by him in this regard.
11. When an occupant of the room desires to check out, the contractor will have to do a discrete room inventory to ensure that no items are missed/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 the departure of the participants from the hostel.
12. The contractor shall ensure that the keys are collected back when an occupant leaves the room.
13. The contractor shall use room fresheners in all occupied rooms, offices, lecture halls, recreation room, auditorium and library and at other places at frequent intervals.
14. The contractor shall not allot any rooms of the hostel without prior permission of the competent authority. In case the contractor or any of his workers found to be occupying any of the rooms in the hostel, the contractor is liable to pay as per penalty clause.
15. The contractor should ensure safety of the belongings of the inmates in the hostel rooms. However, in case of any untoward incidents like theft or loss of any belongings/cash that takes place from the occupants' room due to negligence on the part of the workers employed by the contractor, the contractor would be liable for compensating the loss.
16. Captions like "NO SMOKING" etc, shall be displayed by the contractor.
17. With a view to achieving effective implementation of the agreement, the Principal, STC or a person authorized by him, is entitled to issue instructions, either orally or in writing to the contractor and such instructions shall be deemed to be a part and parcel of this agreement and shall be binding on the contractor.
18. 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 shall be final and binding on the contractor.

Signature of the Bidder

with Seal &amp; Date

Senior Divisional Manager



19. The contractor must be ready to produce books of accounts, registers, other documents and data in his custody or power, before investigating officer and to furnish him with any information and statement related to affairs of the insurer or intermediary of insurance intermediary.
20. The contractor is required to show the food items prepared for test and taste to ensure quality by the authorized officer/s of STC.
21. Schedules appended hereto shall form an integral part and parcel of the contract and shall not be read or interpreted in isolation.
22. Smoking, Consumption of alcoholic drinks, indulgence in any obnoxious activities by the workers is strictly prohibited.
23. If any worker is injured or rendered partially / permanently disabled / indisposed due to any reason such as accidents, fire, ill health etc. during the period of their service, it would be the sole responsibility of the contractor to take care of them and to pay necessary compensation in respect of such persons as per the relevant labor laws including all medical expenses, legal expenses etc. STC does not hold any responsibility in this regard what so ever.

Signature of the Bidder

with Seal & Date

Senior Divisional Manager





## GENERAL Terms and Conditions

### (Applicable to both Catering and Housekeeping Services)

- 1) The contractor will register with the Registrar of concerned state body and furnish the details of registration number. He shall abide by the state labour and Government of India (Ministry of Labour) rules and regulations and all other statutory acts and regulations and rules relevant to this contract including Workmen's Compensation Act(insurance to be taken after bidding), Minimum Wage Act, Provident Fund Act, and ESI etc.,
- 2) A floating minimum balance of Rs 20,000/- should be made available in the Bank Account, the details of which should be informed to the office and the above account should be operated by the Manager of the unit or any authorized person of the contractor.
- 3) If there is any variation in the quality of material used as against the brand items expressly specified, suitable penalty as per the penalty clause OR as may be decided and determined by the Principal or any authorized person or Committee will be levied while settling the monthly bills. Repeated violations will render the contract liable for termination.
- 4) One room in the hostel will be earmarked for the stay of Manager/s of the contractor. Besides stay, the room should also be used for storing valuables, linen etc. Others have to stay outside, for which contractor should make his own arrangements.
- 5) There will be a meeting, at least once in a month, to discuss about the quality of catering and housekeeping services, which should be attended by the contractor/ his representative.
- 6) Authorized officials of STC will be inspecting periodically the canteen, hostel, various registers, materials/grocery items and other facilities maintained by the contractor and will be giving a report. Any deficiency in service will be brought to the notice of the contractor, which he should set right immediately. Failure to do so will attract stringent action.
- 7) For the purpose of implementing this contract, the contractor shall engage specific number of trained employees. The contractor shall ensure that they observe cleanliness and wear neat and clean uniforms. It should be noted by the contractor that in case any of the workers employed by the contractor are found to be on duty without the uniform, penalty will be imposed as per the penalty clause. The contractor shall also provide suitable Identity Cards with photos embossed thereon, to all the personnel. Persons without Identity cards are liable to be refused entry into the STC campus and those found without Identity Cards inside the campus are liable to be evicted forthwith. The Contractor shall indemnify the STC against all claims which may be made under Workmen's Compensation Act or rules there under or any law or rules for compensation payable in consequence of any accident or injury sustained by any person in his employment for the purpose of this catering and maintenance arrangement.
- 8) In the event of any absenteeism of the workers engaged by the contractor, Principal, at his discretion, impose a penalty as per the penalty clause so absented and the same will be recovered out of the monthly housekeeping/catering bill raised by the contractor for payment. The STC reserves the right to check the muster rolls as well as the wage sheets maintained by the contractor at any point of time.
- 9) The contractor is entitled to select after medical examination of persons of sound health as employees or staff, subject to approval of STC.
- 10) The STC may refuse entry into the campus or order eviction of any person falling into any of the following categories: -
  - (a) Does not possess good character or is suspected so and/ or

Signature of the Bidder

with Seal & Date

Senior Divisional Manager





(b) Is found reportedly indulging in activities prejudicial to the interests of the STC. And /Or © Is afflicted/suspected to be afflicted with any contagious or communicable diseases.

- 11) It is the exclusive responsibility of the Contractor to ensure due and timely compliance with all relevant Laws, Rules and Regulations and other relevant instruction issued by Government Authorities from time to time relating to the employment of persons.
- 12) The contractor or his staff shall not indulge in any act which may hamper the peace or serenity of the campus of the Sales Training Centre or likely to be detrimental to the interests of the Corporation.
- 13). The contractor shall provide adequate number of competent and well trained staff for rendering flawless services. Appointment of minors is strictly prohibited. The contractor shall provide the list of employees engaged by him to the Principal with their full details such as Name, address, age proof, residential proof, photo ID proof etc.
- 14) The contractor or his staff shall not draw or allow any guest or visitor into the campus. The contractor or his staff shall not grow any vegetation in the campus.
- 15) The contractor shall not give any room for any complaint or grievance from boarders or inmates or staff of the STC. Any complaint or grievance under extra-ordinary circumstances shall be redressed forthwith when noticed or pointed out.
- 16) The contractor or his staff shall not use the premises, properties, fixtures, fittings, etc., of the STC for any purpose other than those expressly provided in the contract. It shall be open to any official of the STC authorized in this behalf to inspect the hostel or any portion thereof.
- 17) Any failure or omission on the part of the STC 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 STC to enforce its right at any time subsequently, with retrospective effect wherever found necessary.
- 18) The contractor shall indemnify the STC for any loss or damage caused to its premises, properties and belongings either willfully or otherwise or for erosion of reputation suffered by the STC on account of negligence, wrongful or questionable conduct of the contractor or his staff, whether indulged intentionally or otherwise.
- 19) Stock of the items supplied by the STC has to be submitted by the contractor every quarter to the office for inspection.
- 20) Immediately on termination of the agreement, for whatsoever reason, the contractor shall peacefully vacate the premises and handover to the STC all articles, equipments, furniture, fixtures etc., in a good and working condition. Failure to do so will result in forfeiture of the deposit amount and further penal action as may be deemed fit. Contractor should also remove all his stores and effects, on termination of the contract. In case of failure to remove the stores and effects by the contractor, STC is entitled to enter into and take possession of hostel block, canteen or any area which was given to the contractor and deal with the situation, as may be deemed fit.
- 21) With a view to achieve effective implementation of this Agreement, the Principal, STC is entitled to issue instructions, either orally or in writing to the contractor and such instructions shall be deemed to be a part and parcel of this Agreement and shall be binding on the contractor. 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 shall be final and binding on the contractor.

Signature of the Bidder

with Seal & Date

Senior Divisional Manager



- 22) Schedule of food to be supplied is appended hereto shall form an integral part and parcel of the contract and shall not be read or interpreted in isolation. Other schedules will be included while entering into agreement.
- 23) The selected Service provider shall be required to start the services in accordance with the time schedule specified in the work order issued by LIC OF INDIA, SALEM DIVISION after acceptance of Tender.

### Recovery of penalties (Penalty clause)

Sl.no	Nature of lapse	Penalty
1	Use of Substandard Ingredients(branded items to be used)	Rs.500/per occasion
2	Insufficient Quantity	Cost of Breakfast/ Lunch / Dinner as per Schedule of those persons for whom food was insufficient, will not be paid
3	Complaints (Participants/ Staff/ Faculty/Guests) as per complaints / Suggestions Register	Cost of Items as per Schedule II & III bid rates will be deducted
4	Below average rating for food as per the Feed Back form of Participants: <b>A. Up to 10%</b> of total participants of each session: <b>B. Above 10%</b>	<b>A. NIL</b> <b>B. Percentage of deduction</b> on total food bill of that session will be equal to the percentage of feedback in excess of 10%(minimum of 5% of the total bill)
5	Not wearing uniform, Head gear, Gloves	Rs 10.00 per person per day
6	Omission of items of Menu	Standard cost of these items will be deducted from the bill
7	Change of Menu (per items) without prior approval of Principal	Cost of that item is not payable
8	Failure to provide catering service	Two times the cost of alternative arrangement
9	Non display of menu as per Page20 Pt.#27	Rs.100.00 for each occasion
10	Failure for room service	Cost of the items as per Schedule III will be deducted
11	Lack of Cleanliness	Rs 100.00 per each occasion
12	Use of Premises by persons other than allowed workers	Rs.1000.00 per day per person

Signature of the Bidder

with Seal &amp; Date

Senior Divisional Manager



13	Failure to dispose off garbage	Rs. 500.00 for each failure
14	Non maintenance of appliances in good working condition	Double the cost of repairs
15	Not using the burners, Spirit lights etc under the food containers	Rs. 200.00 per each location
16	Delay in providing Breakfast, Tea / Coffee during sessions and Lunch which affect sessions	Rs. 500.00 per each occasion
17	In the event of any absenteeism of the workers	Rs 100/- per worker per day
18	Water and electricity are not used reasonably.	The STC reserves the right/option to levy penalty
19	Monthly meeting not attended	Rs.2000 for each meeting not attended

Signature of the Bidder

with Seal &amp; Date

Senior Divisional Manager



भारतीय जीवन बीमा निगम  
LIFE INSURANCE CORPORATION OF INDIA

**SCHEDULE-I****Infrastructure Provided to Contractor by LIC I****Dining Hall:**

Sl.No	Items of Materials	Quantity
1	Wooden Dining Tables	10 Nos
2	Plastic chairs	45 Nos.
3	Ceiling Fans	8 Nos.
4	Tube Lights with Fittings	9 Nos.
5	Wall Clock	1 Nos.
6	Teapoy	1 No.
7	Fire Extinguishers	1 No.

**Kitchen:**

Sl.no	Items of Materials	Quantity
1	Tube Lights with fittings	6 Nos.
2	Exhaust Fan	2 Nos.
3	Cylinder	2 Nos...
4	Double Burner	1 No.
5	Single Burner	1 No.
6	Dosa Burner	1 No.

**Store Room:**

SI No	Items of Materials	Quantity
1	Ceiling fan	2 No.
2	Tube Lights with fittings	3 Nos.
3	Steel Rack	2 Nos.
4	Wooden Table 8' x 2'	1 No.

Exact inventory of items supplied by LIC will be provided at the time of taking over the job.

Date.

Signature of the contractor.

Signature of the Bidder

with Seal & Date

Senior Divisional Manager



भारतीय जीवन बीमा निगम

LIFE INSURANCE CORPORATION OF INDIA

## SCHEDULE-II

SI.No	DESCRIPTION	TIME
1	Morning Bed Coffee/Tea/Milk/ (200 ml) With/Without Sugar	06:00AM to 07.00 AM
2	<p><b>BREAKFAST (Buffet Style)- UNLIMITED</b></p> <p>a. Idly &amp; vada with sambar and Coconut/Corriandar/Tomato-chutney <b>AND</b></p> <p>b. Any one of the following :</p> <ul style="list-style-type: none"> <li>i. Pongal with chutney and sambar</li> <li>ii. Uppuma (Wheat/Rava) with chutney and sambar</li> <li>iii. Kichadi (Semia/rava) with chutney and sambar</li> <li>iv. Dosa (plain or masala) with chutney and sambar</li> <li>v. Poories with masala/kuruma/Channa Masala</li> <li>vi. Or any other specified items. <b>AND</b></li> </ul> <p>c. Coffee/Tea/Milk (200 ml) With/without sugar</p>	08:00 AM to 09:00 AM
3	Forenoon Coffee/Tea/Milk (200 ML.) With/without sugar, With Biscuits	11.15 AM to 11:30 AM
4	<p><b>LUNCH - UNLIMITED</b></p> <ul style="list-style-type: none"> <li>a) Ponni white rice (boiled) /Raw</li> <li>b) Ghee (good quality)</li> <li>c) Dhall</li> <li>d) One Poriyal (dry curry)</li> <li>e) Kootu/Avial</li> <li>f) Sambhar</li> <li>g) Vathakuzhamu/Karakuzambu/Morkuzhambu/puzhikuzhambu</li> <li>h) Rasam</li> <li>i) Butter Milk (good quality)</li> <li>j) Curd (Good quality)</li> <li>k) Pappad</li> <li>l) Vadagam or chips</li> <li>m) Pickles</li> <li>n) Payasam</li> <li>o) 1) Soup (Tomato /onion / palak/ sweet-corn/ cream of veg)</li> <li>p) Salad (Sprouts, cucumber, onion, tomato, carrot, beetroot) OR Raita (Boondi , Cucumber, Onion, Tomato) and curd</li> <li>q) Sweet Items (100 gm ) : Kheer (sevai) / Rasagulla / Gulab Jamun / Kesari bath/ Laddoo/ / Badushah/ Kala Jamun/ Fruit Salad with custard /Payasam /kajar halwa/ Dudhi Halwa /Jalebi/ Mysore pak/ Badam Halwa/ Ice cream</li> </ul>	01:00 PM to 02:00 PM

Signature of the Bidder

with Seal &amp; Date

Senior Divisional Manager

**SCHEDULE-II (Contd.)**

<b>Sl.No</b>	<b>DESCRIPTION</b>	<b>TIME</b>
5	Afternoon Coffee/Tea/Milk (200 MI.)With/without sugar with good quality biscuits	03.30 PM to 03:45 PM
6	<p><b>SNACKS</b> (Any one of the following not less than 50 gms. Approx</p> <p><b>A. SWEETS:</b> Wheat Halwa, Mysore pak, Chandrakala, Sweet Puri, Laddu, Jangiry, Chocolate Cake <b>AND</b></p> <p><b>B. SAVOURIES:</b></p> <ul style="list-style-type: none"> <li>• Vegetable Bonda Bajji-Chillies, Aloo, Raw Banana</li> <li>• Vada Pakoda Samosa</li> <li>• Or any specified item as instructed by the Principal</li> </ul> <p><b>AND</b></p> <p><b>C. Tea/Coffee/Milk (200 ml) With/without sugar</b></p>	05:15 PM to 05:45 PM
7	<p><b>DINNER – UNLIMITED</b></p> <p><b>1) Soup (Tomato /onion / palak/sweet-corn/ cream of veg)</b> Idly with Sambar and Chutney <b>AND</b></p> <p>2) Any one of the following: Poories with Masala Handmade Chappathi with Kuruma Uthappam / Dosa with Sambar and Chutney Rice Noodles (Idiyappam) with Kuruma Or any specified item as instructed by the Principal <b>AND</b></p> <p>3) Fruits ( Minimum 150 gm) : Banana(reasonable size) / Apple / Orange/ Mango / Pineapple / Papaya / Melon / Orange <b>AND</b></p> <p>4) Milk (200 MI)</p>	08:30 PM to 09:00 PM

Signature of the Bidder

with Seal &amp; Date

Senior Divisional Manager

**OTHER INSTRUCTIONS:**

- Every Tuesday instead of routine lunch, Variety Rice should be provided (Kalkandu rice, Coconut rice, Vegetable Briyani, Vegetable Kuruma, Raitha (Curd with onion), Pappad, Chips, Vadagam, and Pickle).,Curd rice
- The contractor shall provide special lunch/dinner in buffet style whenever required, in the canteen. The menu for the same shall be prescribed by the Principal or by his/her authorized representative. The rates for special buffet style lunch/dinner will be as negotiated and agreed to between the Competent Authority and the Contractor.
- Quantity of all the above items is unlimited, unless specified.
- Double refined first quality Sunflower oil should be used for cooking
- Use of vegetable oils, artificial colors is strictly prohibited.
- Reuse of burnt oil is strictly prohibited. Oil, once used will not be reused. Adulteration or use of sub-standard items will be penalized and the items will be confiscated.
- All food materials should be Branded and ISI Agmark certified and approved by STC.
- Good quality of papads to be used.
- Only Aavin milk should be used.

The entire arrangement and catering and serving vessels will be the sole responsibility of the contractor

**NOTE: TIMINGS SHOWN ABOVE ARE APPROXIMATE AND WILL BE GOVERNED BY THE INSTRUCTIONS OF THE PRINCIPAL, STC, AND SALEM FROM TIME TO TIME.**

**Place:**

**Signature of the contractor.**

**Date:**

.....

*(contd.)*



## SCHEDULE– III

**Schedule of jobs / items relating to Hostel Room Maintenance:**

- **Round the clock services**

1. Manning the reception counter round the clock without any break. The receptionist manning the reception counter should be courteous, polite, well mannered and conversant with English, Tamil languages and whose name shall be intimated to the office. The reception personnel should have basic knowledge in data entry in computers for recording data of participants like check in, check out, room allotment etc. Proper records as per the approved format to be maintained and produced for verification as and when demanded.
2. The data of proper allotment of rooms along with check-in and check-out time to be recorded in the register.
3. Qualified and experienced plumber and electrician with all tools for plumbing and electrical repairs and maintenance. They shall not be used for other sundry jobs.
4. Switching On/Off the Water Motor pumps, Air Conditioners, lights,
5. Solar Water Heaters (in hostel block) if any, generators without wasting water and electricity.
6. The contractor shall provide two thermos and two glasses in each hostel room and arrange refilling of drinking water twice or as frequently required by the participants. He should also provide hot water if so required by the trainees/Guest. Cost of replacement of thermos and glasses will be borne by the contractor. Activities to be done thrice/twice daily Cleaning of wash rooms in Admin and Training block shall be undertaken thrice daily. Necessary materials/equipments for cleaning and disposal of waste shall be arranged at the cost of the contractor.
7. Sweeping, Cleaning, Mopping and removing of waste materials etc in the corridors, pathways in the buildings in Admin and training block, Hostel block shall be undertaken twice daily.
8. Necessary materials/equipments for sweeping, cleaning, mopping and disposal of waste shall be arranged at the cost of the contractor.

- **Activities to be done once daily**

9. Sweeping, Cleaning, Mopping and removing of waste materials, garbage, in all hostel rooms, training halls, office rooms, faculty rooms, principal room, including all wash rooms and balconies, washing of jugs/cups/tumblers training halls, all rooms and cabins, library in admin block including cleaning of furniture, chairs, windows, doors, Venetian blinds etc.
10. Sweeping, Cleaning, Mopping and removal of waste materials etc in the general area. Necessary materials/equipments for sweeping, cleaning, mopping and disposal of waste shall be arranged at the cost of the contractor.
11. Spraying of Room fresheners in all rooms in admin block, all training halls, all rooms in hostel block including recreation room with good quality branded items.





12. Supply of good quality branded rechargeable batteries, charging the batteries with good quality branded charger and maintenance of audio equipments and batteries without any hindrance or disruption of training activities in all training halls.
  13. Training hall attendants (3) for attending to the requirements of the faculty in all training halls during training hours, getting the training halls ready for training, rearranging the halls to the requirement of training, providing drinking water to the trainees and faculty members in glass tumbler , rearranging the halls after the close of training session for the day, seating arrangements, switching on/off the air conditioners, arranging for the requirements for smooth conduct of training classes and other requirements/arrangements for the training class as decided by the competent authority.
  14. The contractor shall do all classroom arrangements including shifting of furniture and other equipments within the campus. This will be sole responsibility of the contractor.
  15. Supply of one English newspaper to all occupied hostel rooms and guests' rooms.
  16. Supply of newspapers – one each of English, Tamil, languages and one financial daily newspaper in the recreation rooms of ground floor, first floor and second floor.
  17. Branded, good quality liquid soap in plastic container should be made available in all wash rooms, in hostel block, administration and training block. Refilling should be made on regular basis.
  18. Good branded hand sanitizer in container to be provided for each occupant of the hostel rooms.
  19. To provide sanitizers at the entrance and exit of each room of the admin block and one at the reception and one each at the recreation rooms Fogging the entire campus, around the buildings – during evenings using good quality eco friendly mosquito repellent liquid (Necessary materials and equipments for fogging shall be arranged at the cost of the contractor)
- **Activities during check in/check out.**
    20. Change of bath towels in the hostel rooms and guests rooms. - During check in and alternate days
    21. Change of Bed sheets, Bed spreads Pillow covers in hostel rooms and guest's rooms- At the time of check-in of persons and every three days thereafter
    22. Supply of one branded bath soap of 25gms – for trainee at the time of check-in and one for every three days of stay thereafter. To supply one branded bath soap of 25 gms at times of need.
    23. It shall be the responsibility of the contractor to ensure that the rooms, toilet, wash basins, bins are cleaned after check out of the participants and before handing over to new people.
  - **Activities to be done once in two days.**
    24. Sending the used bed linen, bed spreads, bed sheets, pillow covers, towels etc for washing and ironing.
    25. Experienced Electrician/wireman's services with all tools for electrical repairs and maintenance in addition to the regular electrician.



- **Activities to be done once in a week**

26. Cleaning of Terrace in Admin block, hostel block and removal of dry leaves, waste materials, algae etc. - Frequency to be increased during rainy days
27. Removal of cobwebs in buildings in admin and training block, hostel block
28. Cleaning of training hall, Spraying Pesticides for control of Cockroaches and other insects in the wash rooms, duct rooms in admin block, hostel block Even if a room or training hall is not in use the dusting /cleaning should be done.

- **Activities to be done once in 15 days**

29. Cleaning/mopping of entire floors in the campus using mopping machines
30. Cleaning of walls in Admin block, Hostel block, with great care and under supervision of STC official

- **Activities to be done once in a month**

31. Cleaning of Water tanks and sumps in (hostel, office block etc.) Using good quality eco friendly branded cleaning materials at the cost of the contractor and also cleaning of Water coolers etc.
32. Cleaning of Sofa sets, cushion chairs, mattresses, and pillows in hostel rooms, guest rooms etc. and office rooms using vacuum cleaners.
33. Cleaning of library shelf and orderly maintenance

- **Activities to be done once in a quarter**

34. Spraying Pesticides for control of White ants, Bed bugs and other insects in admin and Training block, all rooms in hostel block. (Contractor to supply good quality eco friendly odorless branded pesticides, insecticides and spraying machines for this work at his cost) Washing of curtains in Hostel block, guest rooms and office block, sofa covers, yoga mats and big floor mats used for yoga classes

- **Activities to be done immediately on occurrence**

35. Supply and replacement of batteries for all wall clocks and Remote for Air conditioners, TV, LEDs in admin and training block, hostel block.
36. During the period of the agreement the contractor shall be fully responsible for the housekeeping and maintenance services for the entire premises/buildings occupied by SALES TRAINING CENTRE



## GIST OF REGISTERS TO BE MAINTAINED BY THE CONTRACTOR

- The Contractor shall also maintain the following registers for day-to-day work as carried out by in relation to the jobs assigned at STC, SALEM./ Daily work activity register
- Register of workers with duty time etc
- Complaints register from boarders, officers, faculty members and other officials authorized by Director.
- Register for electrical woks, periodical preventive check up of electrical Equipments, plumbing works and carpentry works
- Details of the housekeeping workers allotted for cleaning of hostel rooms
- Register for cleaning of water tanks
- Night stay out register of the participants should be maintained
- A register of medical attendance
- All other registers as per the requirement of STC, SALEM.

### Our STC CONTAINS THE FOLLOWING BUILT UP AREA:

#### HOSTEL BLOCK CONTAINS:

- a) All Hostel rooms-Total 16 in number with wash basins
- b) Corridor, staircases and walking area adjacent to hostel rooms/office.
- c) Recreation rooms
- d) Reception area and front area

#### KITCHEN BLOCK CONTAINS:

Dining Hall/Kitchen/Store Room

#### ADMIN BLOCK CONTAINS:-

- a) All cabins and rooms of Administrative office
- b) All training halls
- c) Library
- d) Six Faculty rooms at Admin. Block
- e) STC principal's cabin
- f) Corridors, Staircases, Pathways, Areas adjoining the training halls

**TOTAL AREA OF STC, SALEM: (Approx) 141'4" \* 53'11"**

**1. CRITERION FOR DISQUALIFICATION:**

1. The Corporation may adopt such criteria for disqualification of a bidder as it may consider appropriate. Such Criteria may include without limitations of the following:
2. Failure of any Bidder (s) to provide all of the information /documents required in the TENDER DOCUMENT
3. Bid proposal or any additional information /documents as sought by the Corporation including supporting documents. Non receipt of Bid proposal on or before due date and time
4. Misrepresentation in the Bid proposal
5. Non Payment of Tender Fee
6. Non Payment of Earnest Money Deposit (EMD) except MSME
7. Incomplete or conditional Bid
8. Use of unfair means /misrepresentation
9. Bid found in unsealed, unsigned bids, bids signed by unauthorized person and any unconfirmed material alteration.
10. Technical Bids containing any price information.
11. Conditional/Subject to tenders is liable to be rejected.

**Place:****Signature of the Bidder/contractor.****Date:**

Signature of the Bidder

with Seal &amp; Date

Senior Divisional Manager



## PRE CONTRACT INTEGRITY PACT

### General:

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on..... day of the month of..... 2023. , between, on one hand, the Life Insurance Corporation of India (hereinafter referred to as "LIC") a statutory Corporation established under section 3 of Life Insurance Corporation Act 1956 (XXXI of 1956) and having its corporate office at "Yogakshema" Jeevan Bima Marg Mumbai 400021. (Here in after called the "BUYER" which expression shall mean and include, unless the context otherwise requires, his successors in office assigns) of the First part. And M/s .....represented by Shri.....(Hereinafter called the "BIDDER /SELLER/SERVICE PROVIDER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second part.

WHEREAS the BUYER proposes to procure CATERING & HOUSE KEEPING SERVICES and the BIDDER/Seller/Service Provider is willing to offer/has offered the stores/services and

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

NOW, THEREFORE,

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

Enabling the BUYER to obtain the desired said stores/ equipment/ item/service at a competitive price 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 or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

### 1. Commitments of the BUYER

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

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.

Signature of the Bidder

with Seal & Date

Senior Divisional Manager



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:-

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.

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.

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.

BIDDERS shall disclose the payments to be made by them to their agents/brokers or any other intermediary, in connection with this bid/contract.

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.

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.

Signature of the Bidder

with Seal & Date

Senior Divisional Manager



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.

The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

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.

The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

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.

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.

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**

The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify; BIDDER's exclusion from the tender process.

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:**

Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any; compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.





- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (v) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/recession and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vi) To debar the BIDDER from participating in the future bidding processes of LIC for a minimum period of five years which may 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.

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.

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 of this Pact.

#### **6. Independent Monitors:**

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

Name address of the Monitor(s):

1. Shri. Arun Chandra Verma, IPS (Retd), Flat No C-1204, C Tower, Amrapali Platinum Complex, Sector – 119. Noida (UP) Email: [acverma1@gmail.com](mailto:acverma1@gmail.com)
2. Shri Rajni Kant Mishra, IPS (Retd.), Ex Director General in BSF, P-23, SECTOR – 11, NOIDA, Dist: Gautam Buddha Nagar, UP – 201301 Email address: [rkmishraips84@gmail.com](mailto:rkmishraips84@gmail.com).

The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

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.

Signature of the Bidder

with Seal & Date

Senior Divisional Manager





Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

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**.

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, LIC and recues himself / herself from that case.

The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

The Monitor will submit a written report to the **Chairman, LIC** within 8 to 10 weeks from the date of reference or intimation to him by the BUYER /BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

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 in writing.

**10. Validity:**

The validity of this Integrity Pact shall be from date of its signing and extend up to 12 months after the last payment under the contract. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

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

BIDDER

Name of the Officer: CEO:

Designation

Depts. /

**Witness:**

1.....

1.....

2.....

2.....

(Note: Bidder/Seller/Service Provider

Stores/equipment/item/service

Bidding process/ bid evaluation/process of availing services

Appropriate word may be used where ever applicable without altering the purpose /desired intention of the clause.

Signature of the Bidder

with Seal &amp; Date

Senior Divisional Manager