



**TENDER NOTICE**  
**FOR**  
**CATERING SERVICES**  
**AT STC-CHINSURAH**  
**Situated at**  
**KEOTA LATBAGAN, PO- SAHAGANJ, DT-HOOGHLY 712104**  
**UNDER**  
**HOWRAH DIVISIONAL OFFICE**  
**LIC OF INDIA**  
**"JEEVAN GANGA" BUILDING, 16 HARE STREET**  
**OS DEPARTMENT, 6<sup>th</sup> FLOOR**  
**KOLKATA-700001**  
**STD-033, TEL: 2230-1992**  
**E-mail: [os.howrah@licindia.com](mailto:os.howrah@licindia.com)**

CATERER/SERVICE PROVIDER/ CONTRACTOR

SR DIVISIONAL MANAGER

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46

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**LETTER TO THE CATERER/SERVICE PROVIDER**

Ref: HDO/OS/ Catering Services/

Date: 30/08/2023

To

M/s. ....

Dear Sir/s,

NAME OF THE WORK: **CATERING SERVICES for STC-CHINSURAH at Sales Training Centre Howrah, Keota Latbagan, Sahaganj, Hooghly, West Bengal, PIN-712104.**

Sealed tenders are invited under **TWO BID SYSTEM** from the Registered Reputed **CATERER/ /SERVICE PROVIDER** having office located within the vicinity of Kolkata, Howrah and Hooghly for **CATERING SERVICES for STC- CHINSURAH at Sales Training Centre Howrah, Keota Latbagan, Sahaganj, Hooghly, West Bengal, PIN-712104**

Tender Forms are available on payment in cash of **Rs 500.00+GST** as non-refundable Tender Fee from the **LIFE INSURANCE CORPORATION OF INDIA, HOWRAH DIVISIONAL OFFICE, JEEVAN GANGA BUILDING, 6<sup>th</sup> FLOOR, OS DEPARTMENT, 16 HARE STREET, KILKATA 700001** on any working day during 10.30 AM to 15.30 PM from Monday to Friday, excluding Saturday and Sunday as per following schedule:

Publication of Tender Notice in "The Statesman" & "Bartaman" Newspaper	30 th August 2023
Uploading in Website	FROM 10.00 30/08/2023
Issue of Tender Forms	Form 10.30 Hrs on 30/08/2023 to 19/09/2023 up to 15.30 Hrs
Last Date of Submission of Tender	20 th September 2023 up to 15.00 hours
Cost of Tender Document/Tender Fee	Rs.500/- + GST 18%
EMD	Rs. 5000/-
Opening of Tender(Technical Bid)	On 20 th September 2023 at 15.30 hours
Criterion for selection	Lowest Quoted Gross Monthly Amount

Tender may also be downloaded from our website: [www.licindia.in](http://www.licindia.in) under header "Tenders". Any modification of Tender condition or corrigendum will be notified in above website only. **The prospective bidders are requested to see website till the last date of submission of Tender..**

For any query you may contact Mr. D.K. Pal, AO(OS) (Mobile No-7980971947) Mr. S. K. Karak, AO(OS) (Mobile No 8250410151) LIC, Howrah Divisional Office, Jeevan Ganga Building, 6<sup>th</sup> Floor, OS Department, 16 Hare Street, Kolkata 700001, Land Line No 033-2230-1992.

Sr. Divisional Manager, LIC of India, Howrah Division reserves the right to accept or reject any part / full tender at its sole discretion without assigning any reason what-so-ever.

Yours faithfully,

Sr. Divisional Manager

Enclosure: Tender Document (Technical Bid &amp; Financial Bid)

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## TENDER NOTICE

LIC of India, Howrah Divisional Office invites sealed offers in **TWO BID SYSTEM** from **Caterers/SERVICE Providers/Contractors** having their own offices/service centers located within the vicinity of Kolkata, Howrah and Hooghly District for providing **Catering Services** at **STC- CHINSURAH at Sales Training Centre Howrah, Keota Latbagan, Sahaganj, Hooghly, West Bengal, PIN-712104.**, under Howrah Divisional Office. For complete details, formats and terms & conditions of tender, please log on to [www.licindia.in](http://www.licindia.in) under header **Tenders**. However, prospective bidder may download Tender form, from above website

**Date of Issue of Tender forms: 30/08/2023 to 19/09/2023 up to 15.30 hours.**

**Last Date for Submission of Tender : 20/09/2023 up to 15.00 Hours.**

**Opening of Tender Forms (Technical Bid) : 20/09/2023 at 15.30 Hours**

**Opening of Tender Forms (Financial Bid) : will be intimated later on to the technically qualified bidders .**

**Tender Fee: Rs.500.00+ GST 18% Total Rs.590.00**

**Earnest Money Deposit:-Rs.5000/-**

Bidders may download the Tender Document from web site. The bidders can purchase Tender document from office provided they submit a demand draft of **Rs.500/+ GST 18%** (non refundable) in favour of LIC of India, payable at Kolkata towards the cost of Bid Document. The bidder may deposit the amount in cash at LIC cash counter and attach the receipt with the Bid. **MSME, Firms having valid NSIC Registration are exempted from payment of Tender Fee and EMD.**

DD/Pay Order for Tender Fee and EMD in favour of "Life Insurance Corporation Of India" payable at Kolkata/Cash ( to be deposited in cash counter of LIC Howrah Division and MR to be obtained) .

**Physical submission of tender to our OS Department, 6th Floor, Jeevan Ganga Building, 16 Hare Street Kolkata-700001** in sealed envelope superscribing with "**Tender for CATERING SERVICES at STC Chinsurah**" before the end time of Submission of Tender, otherwise the same bidder liable to be disqualified.

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**TECHNICAL BID**

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## **INFORMATION FOR BIDDERS**

**1. CONDITIONS:** Unless mentioned otherwise the following Clauses shall be applicable where context so requires.

**2. TWO BID SYSTEM OF OFFER:** The offer will be in two parts, "Technical Bid" & "Financial Bid".

The Technical Bid, Financial Bid and the EMD should be sealed in **three separate envelopes**. The use of envelopes will be as under:

- a> Envelope marked as- I: The duly completed **Technical Bid** alongwith supporting documents to be put in this envelope and sealed.
- b> Envelope marked as- II : The duly completed **Financial Bid** to be put in this envelope and sealed.
- c> Envelope marked as- III : The DD for **EMD and cost of tender document** or the MR of the required value to be put in this envelope and sealed.
- d> Envelope marked as – IV : All the above three envelopes shall be placed in envelope marked as IV and sealed (**Envelope IV will contain Envelope marked as I, II & III**) and submit to in sealed conditions superscribing as **"Tender for Catering Services at STC-Chinsurah to be opened on 20/09/2023 at 15.30 hrs"**

**3. SCOPE OF WORK/SERVICE:** During the period of agreement the CATERER /SERVICE PROVIDER/ CONTRACTOR shall be fully responsible for entire catering arrangement for STC- CHINSURAH at **Sales Training Centre Howrah, Keota Latbagan, Sahaganj, Hooghly, West Bengal, PIN-712104.**

- I. The CATERER /SERVICE PROVIDER/ CONTRACTOR is permitted to use the kitchen at the STC – Chinsurah for preparation of food and for storing of cooked food items before serving to the trainees.
- II. The CATERER/SERVICE PROVIDER/ CONTRACTOR is entitled to use the infrastructure facilities such as Dining Hall, Furniture, Chairs, Tables and all fittings as it stands at present belonging to the LIC of India in the canteen premises both at Training Centre and Hostel and the CATERER/SERVICE PROVIDER/ CONTRACTOR shall ensure that all the above are properly maintained. List of such items given in Schedule-A
- III. The CATERER/SERVICE PROVIDER/ CONTRACTOR shall provide at his own cost all other equipments and shall maintain the same in good working condition at his own cost and put it to regular use for purposes solely connected with his catering arrangements. The Service Provider shall provide at his own expense crockery, cutlery, cooking utensils, glassware, juicer/mixer and other articles necessary and required and suitable for running the canteen. The crockery used should be of high quality. He shall 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. Items that get cracked or broken or develop malfunction during use or in storage should be replaced forthwith by the Service Provider.
- IV. The CATERER/SERVICE PROVIDER/ CONTRACTOR shall also arrange at his own cost for regular supply of gas cylinder and pay directly to the supplier for cooking gas purchased. The caterer must ensure prompt supply of gas without any break by placing order with the Gas Co. sufficiently in advance.

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- V. Food will need to be served at Buffet style and CATERER/SERVICE PROVIDER/ CONTRACTOR shall need to provide equipment for keeping the food warm at the serve counter and shall need to bear all cost towards paraffin etc. Maintenance of gas burners, gas lines etc and regular servicing of gas burners, gas lines etc shall be the responsibility of the contractor. Cost of this repair will be borne by the contractor.
- VI. The CATERER/SERVICE PROVIDER/ CONTRACTOR shall maintain in good condition all furniture, equipments, fittings, premises etc provided to him by the Corporation and hand-over charge of the same on completion / termination of the contract and it shall remain the exclusive property of the Corporation. The contractor shall be responsible for any damage to the administrative block/ Hostel block or portion of the building under the contractor's occupation or the fittings, fixtures, furniture or other equipments entrusted in his charge, when such damage is in the Corporation's opinion caused due to the negligence or carelessness or any fault on contractors part or that of his manager or servant or agent and he shall be liable to pay to the Corporation such amount in respect of such damage as may be assessed by the Corporation's officials.
- VII. The Catering supervisor shall ensure the cleanliness of Dining Hall, dining tables /chairs, kitchen areas, stores. The contractor shall provide adequate number of competent and well- trained staff for cooking, cleaning, dining room services and also maintenance of Dining Hall, Kitchen, Store & adjoining areas used by them. The total number of staff employed shall be maintained at an adequate number sufficient to manage the activities of the training centre and provide uninterrupted service at all times. Additional staff must be employed for taking away used crockery and cleaning the dining tables. This job should under no circumstances be allotted to those who serve food and under no circumstances cleaners should be made to work in kitchen or canteen either for cleaning utensils or for serving food. 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.
- VIII. The kitchen and the dining hall should be maintained in a spic and span manner round the clock by using good quality disinfectants. The contractor without causing any environmental hazards should dispose off kitchen garbage/wastes and leftover food daily in the nearby municipal vat. He may liaise, if necessary, with the local municipal/civic authorities for disposal of non-degradable garbage on day to day basis at his own cost. Under no situation those garbage/waste /leftover foods are to be dumped in the drain within the premises. If it is not obeyed, actual cost to dispose off kitchen garbage/wastes and leftover food will be charged as penalty at the discretion of Principal STC- Chinsurah.
- IX. The workmen should have proof of identity in the form of identity cards, uniform, etc. The Caterer/Service Provider shall provide one type of uniform (clothes) to his Managers and supervisors and another type to his other workers. Persons working in the canteen shall be provided with uniform, apron, etc. All those employed by the Caterer/Service Provider shall wear their respective uniforms throughout, while they remain in Training Centre or Hostel premises. The list of workmen to be engaged in different categories is to be informed and changes, if any, afterwards must be informed to Principal STC Chinsurah in advance.
- X. The water and electricity charges shall be borne by the Corporation provided that the CATERER/SERVICE PROVIDER/ CONTRACTOR shall ensure utmost economy in the consumption of water electricity and abide by such restriction as may be imposed by the authority. The corporation reserves the right /option to levy 2% of gross bill in case it is found that the water and electricity are used carelessly and unreasonably.
- XI. A high standard of quality and purity of food stuff, quality of dishes, cleanliness in preparation and handling of food need to maintain.

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XII. The CATERER/SERVICE PROVIDER / CONTRACTOR should follow the instruction of Members of Canteen Committees/ Officials of the Corporation for the following:-

- a. Catering arrangement
- b. Raw materials being used
- c. Quality and quantity of the eatable and drinks served
- d. Condition of fittings and fixtures
- e. Sanitary arrangement and cleanliness
- f. State of Hygiene of the canteen staffs/workers.

XIII. All persons, employees by the CATERER/SERVICE PROVIDER/ CONTRACTOR shall be medically fit for handling food and certified for fitness before engagement by the CATERER/SERVICE PROVIDER/ CONTRACTOR.

XIV. Usually training sessions are conducted throughout the year, but the number of trainee may vary time to time and the Corporation does not guarantee any minimum number. There may be break and a situation may arise that no session is arranged for particular period. But the service of the catering shall be made available throughout the year without any break.

XV. Detail of catering items is mentioned below :-

**A: BED TEA/COFFEE:- (to be served at the STC- Hostel for the Resident participants only)**  
Good quality (Raw tea or Normal Tea)/ Coffee with 2 biscuits in the morning by 6.30 AM.

**B: BREAKFAST:- (to be served at the STC- Canteen for the participants only)** FOUR Pieces  
Poori with adequate Vegetable/ Parota (2 pcs) / Idli-bara (4 pcs)/equivalent items along with  
TEA/COFFEE

**C: TEA/COFFEE & BISCUITS:-** To be served TWO times: Hot Tea/Coffee along with branded standard size TWO Pieces salted Biscuits/ branded standard size/ TWO Pieces sweet Biscuits each time

**D: LUNCH:-** a). Good quality Banskati Rice, Handmade Roti and fresh baked Dal and bhaji  
(Common for VEG & NON-VEG and to be changed every day)

**Vegetable side dish:-**

b). TWO Items from the following options out of which ONE PONEER item is must:-  
(1)Poneer Pasinda (2) Poneer Butter Massala (3) Palan Poneer (4) Potoler Dolma (5) Rajma Channa Masala (6) Green Jack fruit (7) Chilli Mashroom (8) Sukto with vegetables (9) Dhokla Curry (10) Seasonal Mixed vegetable (11) Lau-Bori-coconat, (12)Alu posto, (13) Vendi Masala (14) Vendi posto (15) Potol posto (16) Potol curry (17) Brinjal Varta (18) Gobi Rost (19) Gobi Masala, (20) Cabage motor, (21) Sim -Alu-Bori – Brinjal.

c). Green Salad: Containing slices of green cucumber, onion ,tomato carrot etc AND Chatni, Papad

d). ONE piece Sweet: Rosogolla /Khir Mohon/Kalakad/ Chanar Sandash/Gulab Jamun etc.

**Non Vegetable side dish:-**

b). ONE Vegetable item from above, other than PANEER item and ONE piece **fish of 150 gram or chicken 200 gram**: Fish Masala/ Fish Kalia/ Fish Curry OF Rohu/ Katla/ Parse/ Hilsa/ Pomfret/ Bhetki OR Chicken curry, Chicken butter masala, Chicken do-piazza etc.

c). Green Salad: Containing slices of green cucumber, Onion ,tomato carrot etc. AND Chatni, Papad

d). ONE piece Sweet: Rosogolla/Khir Mohon/ Kalakad/ Chanar Sandash/ Gulab Jamun etc.

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**E: EVENING SNACKS:-(to be served for the Resident Participants only after the training period is over)**

- a. Samosa/Cutlet(Non- veg) (1 big size) / Paneer Pakora ( 4/6 pieces)/ Nimki/ Vada(2 pcs)
- b. Tea/ Coffee/Lassi.

**F: DINNER:- (to be served for the Resident Participants only )**

- a). Good quality Banskati Rice, Handmade Roti and fresh baked Dal and bhaji.
- b). Vegetable side dish: One items from the list of the items as mentioned under **LUNCH** above.
- c). **SPECIAL**- Vegetable side dish: **ONE SPECIAL PANEER ITEM IN ADDITION TO One OTHER ITEM** as in (b) above
- d). Green Salad: containing slices of green cucumber, Onion, tomato carrot etc. **AND Chatni, Papad**
- e). **ONE piece Sweet: Rosogolla/Khir Mohon/ Kalakad/ Chanar Sandash/ Gulab Jamun etc.**

**Resident participants will be served with the Bed tea/Coffee, Breakfast, Lunch, Mid-Morning/Mid-afternoon tea, Afternoon snacks & Dinner.**

**Non- Resident participants will be served with Breakfast, Lunch, Mid- Morning/Mid-Afternoon Tea.**

**UNDER NO CIRCUMSTANCES, THE ITEM IN THE LUNCH WILL BE REPEATED IN THE DINNER. IN CASE OF ANY COMPLAINT, PENALTY WILL BE IMPOSED UP TO THE LEVEL OF TERMINATION.**

XVI. Timings (In case of exceptions the CATERER/SERVICE PROVIDER/ CONTRACTOR will be informed):

- a. Bed Tea-To be completed by 6.30 AM
- b. Breakfast-To start at 8:15 AM and finish by 9:30 AM at the Dining Hall.
- c. Tea/Coffee break - Forenoon (11:30AM), Afternoon (3:30PM)
- d. Lunch- To be ready by 1PM, to be finished by 2:30PM (for delayed release of participants from class)
- e. Evening Snacks (at the Dining Hall) - 6:00PM to 6.30 PM
- f. Dinner- To start by 8:30 to 9:30PM. Dining Hall will be closed by 10.00 PM.

XVII. Bed tea/coffee and Evening snacks will be served at the STC hostel premises. The CATERER/SERVICE PROVIDER/ CONTRACTOR must have the proper arrangements in place to ensure that the items are served at the convenience of the participants, at the Dinner time and in the morning without any complaints. Dinner time will be over by 9-30PM. Serving the Bed Tea must be completed within 6-30 AM.

XVII. Lunch , tea / coffee and Dinner shall be served at the dining hall at the STC Chinsurah Training Centre unless otherwise required.

XV. The Corporation insists on the highest quality in preparation of foodstuff and also the associated services. The CATERER/SERVICE PROVIDER/ CONTRACTOR should attend the Monthly Meeting as fixed by Principal STC, whenever he is called upon to do so. This is mainly to keep a check on the quality and the quantity of food to be served. If the quality/quantity of food served or service rendered by the contractor is not satisfactory at any point of time, the Principal, STC-Chinsurah or any one authorized by him/her or by the Corporation is entitled to withhold the contractor's bills, demand compensation from the contractor, the quantum of which may be decided from time to

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time by the competent authority of STC Chinsurah, impose penalties, or take any other action deemed necessary including termination of the contract with due notice to the CATERER/SERVICE PROVIDER/ CONTRACTOR. In particular, penalties will be raised in case of the following deficiencies:

- a. Stale food
- b. Unhygienic food
- C. Inadequate food
- d. Failure to serve within prescribed hours
- e. Gross and unauthorized deviation from Menu

XVI. The CATERER /SERVICE PROVIDER ensure that the foods item supplied are as per standard of fitness as per Government standard. If at any point of time any penalty imposed by the Government Authority i.e. by Food Inspector of Food Department, Govt. of WB or any other Organization authorized to impose such penalties the same shall be borne by the CATERER/SERVICE PROVIDER/ CONTRACTOR, IN ADDITION TO THE PUNITIVE PROVISIONS AS MAY BE IMPOSED AS PER LAW BY THE AUTHORITIES/ CORPORATION, FROM TIME TO TIME

XVII. Sale of food items and beverage are not allowed in the canteen of STC, STC premises & Hostel.

XVIII. Utensils, cups, saucer, flask crockery etc should be scrubbed and cleaned thoroughly with branded cleansing agents (like Vim, or Pril) and hot water. A thorough cleaning ought to take place every weekend. All equipments, fixture, utensils are to be used by removing the grime, stain, oil and wiped well by cleaned cloth and dried.

XIX. The CATERER/SERVICE PROVIDER/ CONTRACTOR should make arrangement for cleaning the dining Table/space as and when required for proper hygienic condition of the area

XX. In case of gross unauthorized deviation of the given menu, stale and unhygienic food, failure of serving within prescribed time and inadequate food, 25% of the entire food bill for that period OR as decided by the Principal of STC, will be charged as penalty.

XXI. There should be sufficient number of persons available at service time of food. Additional staffs must be deployed for taking away the used crockery and cleaning the dining table. This cleaning job in no circumstance be entrusted to the persons serving the food.

XXII. If 50 Percentage of participants given below Average or poor on the quality of food as rating, 5% of total food bill will be recovered for that particular day .

XXIII. The Principal STC-Chinsurah or any person authorized by him is entitled to issue instruction to the CATERER/SERVICE PROVIDER/ CONTRACTOR on any matter concern by his contract or may not specifically covered but necessary in discharging of the training operation of the Corporation.

XXIV. Training routine prescribed by the Principal or any person authorized by him for each service should be strictly adhered to by the CATERER/SERVICE PROVIDER/ CONTRACTOR and the Corporation is free to change the timing time to time for different group of participants. The kitchen staff should be present till the last trainees finish his/her meal (Lunch/ Dinner).

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XXV. The supervisor of catering on behalf of the CATERER/SERVICE PROVIDER/ CONTRACTOR will keep regular liaison with the administration of STC and seek Information about the number of the participants in each session ahead of the commencement of the training programme as communicated from the STC Administration. On the day previous to the day of commencement of the session and on the day following the last day of the session, the Caterer/Service Provider shall keep the canteen of Hostel open and arrange for catering services for such of the boarders as are expected to be present in the hostel on such days and bill for the actual attendance should only be claimed. However generally the trainees are allowed to stay one day before the actual session and up to the breakfast time next day after close of the session. The payment of catering bill will be made accordingly. No food is to be provided to any outsider and hostel kitchen cannot be used for any other business purpose.

XXVI. If a boarder falls ill or indisposed such special diet, as and so long as, needed by him, shall be provided by the Caterer/Service Provider without any extra charges in lieu of the normal food supplied in the Hostel and shall be served in the boarders' room.

XXVII. The Caterer/Service Provider shall provide clean, pure drinking water in each room of the hostel, as frequently required by the boarders.

XXVIII. The rate payable per trainee to the CATERER/SERVICE PROVIDER/ CONTRACTOR and for guest shall be as per rate for the following (A) Bed Tea/Coffee, (B) Break Fast, (C) Tea/Coffee Snacks (D) Lunch (E) Evening Snacks, (F) Dinner. Out of the above, the rates from (A) to (F) will be applicable only in respect of the participants staying at the STC- Hostel overnight. For other non-resident candidates, the rate applicable will be as per the rate for (B) Break fast, (C) Tea/Coffee Snacks, (D) Lunch on the basis of actual number of participants served with the items. The STC administration will keep an account in connection with the above and the decision of the administration (Manager- Admin/ Principal) will be final and binding.

XXIX. The CATERER/SERVICE PROVIDER/ CONTRACTOR shall submit his bill for catering service **monthly** in the manner and format prescribed by the Corporation within 5 days after end of the relevant month. Bill if found defective are liable to return to the CATERER/SERVICE PROVIDER/ CONTRACTOR without settlement.

XXX. Any modification of Tender condition or corrigendum will be notified in website only. The prospective bidders are requested to see website only.

**4. TENDER FEE & EARNEST MONEY DEPOSIT:** (a) Tender Fee: Tender Fee is Rs.500/-+ GST (non refundable) in favour of LIC of India, Payable at Kolkata towards the cost of Bid Document. The bidder may deposit the amount in cash at LIC Howrah Division cash counter and attach the receipt with the Bid. MSME /Firms having NSIC Registration are exempted from Tender Fee on submission of such Certificates.

**(b) Earnest Money Deposit :** Earnest Money Deposit Rs.5000/-in the form of a demand draft /pay order issued by a Scheduled Nationalized Bank favoring **LIC of India, payable at Kolkata** must be submitted along with the Technical Bid. **"MSME, Firms having NSIC Registration are exempted from EMD on submission of such Certificates."** EMD is refundable without any interest to unsuccessful bidders.

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## **5.OPENING OF TENDERS**

Technical Bid will be opened at about 15.30 Hours, on 20/09/2023. The Bidders or his representative may be present at the time of opening of the Technical Bid. No separate intimation will be sent in this regard to the Bidders for deputing their representatives. The Technical Bids will be opened at the time and date stipulated above irrespective of the number of Bidders or their representatives present. The Financial Bid of those Bidders, who technically qualify (to be determined by the Committee), will only be opened. Short listed bidders will be notified by e-mail / post and the bidder / authorized representative may be present at the time of opening of the Financial Bid.

## **6. EVALUTION OF BIDS:**

The Committee constituted by the Corporation shall examine the documents enlisted in the Technical Bid of the tender. The Committee may visit the Office/Workplace of the Bidder to verify the records/working conditions. The Bidders who will fulfill the eligibility criterion and its working conditions found suitable, with the necessary and statutory compliance of the rules and regulations will be considered for opening of Financial Bid. The Financial Bid of those Bidders who will not technically qualify will not be opened.

## **7. ELIGIBILITY CRITERION**

Sl. No.	TECHNICAL & FINANCIAL PARAMETERS	ELIGIBILITY CRITERIA
1.	Work Experience	The CATERER/SERVICE PROVIDER/ CONTRACTOR should be in profession for at least 3 years (copy of registration certificate must be enclosed).
2.	Technical Parameters	<ol style="list-style-type: none"><li>1. Certificate of registration and renewal of license for carrying Catering job from local civic authority issued prior to the date of notification of this tender</li><li>2. PAN Card of Income Tax Department</li><li>3. Certificate of registration with Professional Tax, Govt of West Bengal</li><li>4. GST Registration</li><li>5. License from Labor Commission, West Bengal Under contract Labor Act, 1970</li><li>6. PF registration certificate under EPF Act 1952 if any</li><li>7. Valid and duly renewed license under Shops and Establishment Act</li><li>8. ESI registration certificate</li><li>9. Other relevant registration in compliance of carrying out Catering job (Self Attested photocopy copies of all documents and challans are to be enclosed)</li></ol>
3.	Financial Parameters	Average Minimum Turn Over for last 3 Financial Years should be Rs. 7 lakh (ITR and Balance Sheet for last three Financial years to be enclosed.)
4.	Own Catering Service centre/office	The firm should have its own Catering service centre/office in Kolkata, Howrah & Hooghly District functioning as on the date of notification of this Tender & not disqualified/suspended by any authority for any reason.
5.	Works Executed in the last 3 Years.	The CATERER/SERVICE PROVIDER/ CONTRACTOR should be on the approved panel of at least 3(three) reputed firms preferably PSU/Govt. Undertakings and not disqualified / suspended in last three year.
6.	Reference Site	Furnish detail like name, address and telephone numbers of existing Customer-minimum requirement is 3 reference sites.
7.	Disqualification	The tenders (directly or indirectly) from existing/past CATERER/SERVICE PROVIDER/ CONTRACTOR whose Services have been found to be unsatisfactory are liable to be rejected at Technical Bid stage. The decision of the Sr. Divisional Manager will be final & binding in considering the above requirements.

Note: The preliminary evaluation will be done on the basis of above parameters. The Tenders from Bidders not conforming to any of these parameters will be rejected.

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## **8. TECHNICAL BID**

- a. The CATERER/SERVICE PROVIDER/ CONTRACTOR fulfilling the eligibility conditions and agreeable to the set Scope of Work/Service as mentioned above and Terms and Conditions will participate for Technical Bid. The Technical Bid should be complete in all respects and contain all information asked for in this document and **it should not contain any information as to the rate quoted in Financial Bid.**
- b. Technical Bid will be evaluated against the stipulated minimum eligibility criteria. Technical Bid not complying with the eligibility criteria will be rejected summarily.
- c. The Corporation shall have the right to contact and verify bidder's information, references and data submitted in the bid proposal without further reference to the bidder.
- d. **The Technical BID should comprises following:-**
  - I. Vendors' Profile as per Annexure:TB- I.
  - II. Payment Particulars as per Annexure/TB-II
  - III. Tender Fee Particulars and Earnest Money Deposit Particulars as per Annexure: TB-III
  - IV. EMD Rs.5000/- in the form of a Demand draft /Pay order issued by a scheduled Bank favoring LIC of India, payable at Kolkata
  - V. Tender Fee Rs.500/+ GST in the Form of Demand Draft/Pay Order issued by a scheduled Bank favoring LIC of India, payable at Kolkata or Copy of Cash Receipt paid over Counter
  - VI. Tender Document (other than Financial Bid) all pages duly filled up signed with seal of the CATERER/SERVICE PROVIDER/ CONTRACTOR [Bidder must sign all pages of Bidder's Information, Terms& Condition, Integrity Pact etc. and submit along with Technical Bid]
  - VII. Documents are to be submitted as per Schedule-B

## **9. FINANCIAL BID**

- a. The Financial BID should contain relevant price information and the rates should be quoted **in Indian Rupees only and must contain item-wise rate as well as Rate per plate both for vegetable and non vegetable** . The bidder should quote rate for both Vegetable Plate and Non-vegetable Plate.
- b. 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 item-wise 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/ CONTRACTOR does not correspond with the rate written either in figures or in words, then the rate quoted by the CATERER/SERVICE PROVIDER/ CONTRACTOR 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 quoted item-wise, totaling to per plate quoted by the bidder shall be taken as correct and not the amount.
- c. **Price quoted should be inclusive of all expenses, services, taxes. The breakup of GST should be shown separately. TDS shall be deducted as per IT rules. PRICE details must be completely filled up. Corrections or alterations, if any should be authenticated. The PRICE offer shall be on a fixed price basis. No upward revision in the price will be considered on account of subsequent increase in rates.**

### **d. Price Composition**

- I. All taxes, duties and levies excluding Goods and Service Tax (GST). [TDS as per rule]
- II. Cost of workers/Supervisor engaged by CATERER/SERVICE PROVIDER/ CONTRACTOR
- III. Service Charge of the CATERER/SERVICE PROVIDER/ CONTRACTOR, if any.
- IV. Cost of food items & preparation of food.
- e. The Financial Bid should consist of Annexure:FB-I & Annexure:FB-II with sign of Bidder or his Authorized representative along with Seal.
- f. The Corporation reserves the right to reject any offer if Financial Bid does not contain any quotation for any services.

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## **10. ACCEPTANCE OF BIDS**

- a. **The Corporation reserves the right to accept the lowest or any bid and Reject any or all bids** with/ without assigning any reason or to Accept/ Prefer any bid or bidder without assigning any reason. The Corporation shall be under no obligation to accept the lowest or any other offer received in response to this notice and shall be entitled to reject any or all offers without assigning any reasons whatsoever
- b. Evaluation of Financial BID will be made on the basis of TOTAL MONTHLY AMOUNT mentioned in FINANCIAL BID ANNEXURE:FB-II
- c. Number of GUEST per month as mentioned in the ANNEXURE:FB-II is approximate and for the comparing purpose. The number of participants may increase/decrease depending the schedule of classes. The Contract will be on the basis of Actual Number of participants (category-wise:-Veg or Non-veg) participated and food supplied. The payment will be on the basis of actual number of participants and the Rate per plate and both for Veg-Plate and Non-Veg Plate will be reckoned for determination of amount for making payment. **The payment will be made in monthly basis through NEFT directly** to the account of the CATERER/SERVICE PROVIDER/ CONTRACTOR
- d. The Financial Bid will be treated as non-bonafide if it does not conform to as per appropriate annexures of Financial BID

## **11. VALIDITY OF TENDER:**

The Tender shall be valid for 06 (Six) months from date of opening of Technical Bid.

## **12. PERIOD OF CONTRACT**

The period of Contract will be TWO YEAR from date of Contract between the Corporation and the successful bidder. The contract may be extended for a further period of ONE year, with mutual consent, having same Terms & Conditions, except mutually accepted per plate hike within ten percent of initial value.

## **13 .REFUND OF EMD:**

- a. The Earnest Money Deposit of the Bidder(s), who fails to qualify for the Technical Bid, will be returned through the NEFT/RTGS mode without any interest within 30 days from the date of the disqualification in the technical bid of the tender.
- b. The Earnest Money of the bidder (s) who qualify (s) for the Financial Bid, but do not get the order for the project will be returned through the NEFT/RTGS mode without any interest within 30 days from the date of finalization of the tender.
- c. The Earnest Money of the successful Bidder(s), will be returned through the NEFT/RTGS mode without any interest within 30 days on submission of Security Deposit or will be released only after completion of the contract period without any interest or only after submission of B.G (Bank Guarantee) as Security Deposit ( for full amount)

## **14. Forfeiture of EMD**

Earnest Money Deposit (E.M.D) will be forfeited in case the selected tenderer refuses to execute the order, either in full or part, if placed at their quoted/agreed rates. In that event LIC may decide to debar/blacklist the concerned Bidder and the decisions will be final and binding on all concerned. Once the tender is submitted, no tenderer will be allowed to withdraw the tender. Even if, any tenderer withdraws the tender, E.M.D. of that tenderer will be forfeited in full. Any error on the part of the tenderer while quoting the rates will not be accepted as an excuse for refusal to execute the order for any or all items, if order is placed on the basis of the quoted rates. For refusal of the order, the E.M.D. of the tenderer will be forfeited in full. This amount will be forfeited if, having been selected by the LIC for the job, the tenderer refuses to accept work order or having accepted the work order, fails to carry out his obligations mentioned there.

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## **15 SECURITY DEPOSIT**

The EMD amount will be treated as Initial security Deposit for the successful bidder. The L1 vendor will have to provide a security deposit of 10% of contracted value [**Total amount payable for one Year**] in the form of Demand draft /Pay Order issued by a Scheduled Nationalized Bank favoring LIC of India, payable at Kolkata. The EMD may be adjusted against the Security Deposit and the remaining amount is to be paid. No interest is payable on Security Deposit for the period of Contract or extended contracting period. Successful bidder may produce an unconditional Performance Bank Guarantee (as per prescribed format) within 21 days from a Public Sector Bank equal to 10% of the contracted value and effective for the defect liability period of TWO YEARS plus 60 days. The rule as set out in MSME is applicable for Firms having NSIC Registration certificate valid on the date of contract.

## **16. CRITERION FOR DISQUALIFICATION**

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:

- a. Failure of any Bidder (s) to provide all of the information /documents required in the bid proposal or any additional information /documents as sought by the Corporation including supporting documents.
- b. Non receipt of Bid proposal on or before due date and time.
- c. Misrepresentation in the Bid proposal
- d. Non Payment of Tender Fee
- e. Non Payment of Earnest Money Deposit (EMD) except MSME/valid NSIC.
- f. Incomplete or conditional Bid
- g. Use of unfair means /misrepresentation
- h. Bid found in unsealed envelop, unsigned bids, bids signed by unauthorized person and any unconfirmed material alteration.
- i. Technical Bids containing any price information.
- j. Conditional/Subject to tenders are liable to be rejected.

## **17. PAYMENT TO THE CATERER/SERVICE PROVIDER/ CONTRACTOR AND DEDUCTION AT SOURCE**

- a. The payment to the CATERER/ SERVICE PROVIDER /CONTRACTOR will be made monthly **on the basis of actual number of Food Plate** as well as nature of food items i.e. The rate payable to CATERER/ SERVICE PROVIDER / CONTRACTOR on the basis of per trainee/participant and for the rate for the following:(A) Bed Tea/Coffee, (B) Break Fast, (C) Tea/Coffee Snacks (D) Lunch (E) Evening Snacks, (F) Dinner will be paid as the above **except Dinner of the previous date of starting of every session and Breakfast of first day of every session.**
- b. The CATERER/SERVICE PROVIDER/ CONTRACTOR shall submit their monthly bill, in the prescribed proforma in triplicate along with supporting documents to STC Authority.
- c. The CATERER/SERVICE PROVIDER/ CONTRACTOR shall be responsible to pay all statutory levies imposed by the State and Central Government such as Income Tax, GST, Professional Tax, Labor Cess etc. and the rates quoted in the tender shall include the same. No reimbursement, whatsoever, shall be made to the CATERER/SERVICE PROVIDER/ CONTRACTOR on account of any taxes or duties or increase in the taxes/duties by act of any legislation except applicable GST, if any.
- d. Deduction at source of Income Tax, other applicable taxes on works contract etc. shall be made by LIC of India as per the provisions prevailing from time to time from the Running Account or Final Bills and remitted to the concerned Taxation Authorities/State Government on behalf of the agency.
- e. All the CATERER/SERVICE PROVIDER/ CONTRACTOR have to submit the details of GST Registration . GST will be reimbursed subject to production of GST Registration no. and proof of payment made. However for making GST payment latest provision of GST Rule will be applicable

### **18. DEDUCTIONS & PENALTY:**

The payment of bill (s) shall be subject to verification, deductions and penalty as described hereunder:

- a. If 50 Percentage of participants given below Average or poor on the quality of food as rating, 5% of total food bill will be recovered for that particular day /session.
- b. The corporation reserved the right /option to levy 2% of gross bill in case it is found that the water and electricity are used carelessly and unreasonably
- c. Any other penalty Corporation dim fit for deficiency of service, provided notice/warning given for that cause.

### **19. CONTRACT LABOUR ACT:**

The CATERER/SERVICE PROVIDER/ CONTRACTOR shall be responsible for register themselves under the Contract Labour (Regulation and Abolition) Act 1970 and rules there under must comply with and carry all the provisions and obligations under the said rule, Act and rules and furnish all information to employer as may be required by it and shall also indemnify the employer against any penalties, claims etc., arising from any default on their part.

### **20. TERMS OF AGREEMENT**

The selected CATERER/SERVICE PROVIDER/ CONTRACTOR has to execute an Agreement as per prescribed proforma on appropriate value. All are parts of Tender Documents i.e. Tender Notice, Bidders's Information, Terms & Conditions, Integrity Pact, Technical Bid, Financial Bid etc. will be part of Terms of Agreement. The word 'Principal Employer will mean LICl., Authority having statutory power to do the work under reference and/or its authorized representative i.e., the Sr. Divisional Manager or his sub-ordinate officers. If the selected CATERER/SERVICE PROVIDER/ CONTRACTOR fails to execute Contract within a period of seven days of receiving the intimation from LIC, the EMD in respect of the Tender will be forfeited.

### **21. TERMINATION OF THE CONTRACT & FORFEITURE OF SECURITY DEPOSIT**

- a. The Competent Authority may due to adequate reason as he deems fit, terminate the Contract by giving a notice of 60 days. The "CATERER/SERVICE PROVIDER/ CONTRACTOR" should then leave the premises in a decent and workable condition. Any defect or damage found shall be made good at his cost or otherwise the defects will be rectified through some other means and the cost involved will be deducted from his bill and/or Security Deposit lying pending with LIC of India.
- b. In the event of the CATERER/SERVICE PROVIDER/ CONTRACTOR terminating the contract prematurely or committing any breach of the terms and conditions of the tender or the agreement or in the event of LIC prematurely terminating the contract on account of breach of the terms and conditions of the tender or the agreement by the CATERER/SERVICE PROVIDER/ CONTRACTOR the security deposit shall be forfeited by LIC, with other recourses as the Authority deems fit for its redressal.

### **22. ARBITRATION**

In the event of any dispute or disagreement over the interpretation of any of the terms herein above contained or claim of liability the same will be referred to an arbitrator mutually appointed by both the parties, whose decision shall be final and binding upon both the parties. Such reference shall be deemed to be a submission to arbitration under the Arbitrations and Conciliations Act 1996. The venue of arbitration shall be Kolkata subject here to the Court in Kolkata -shall have exclusive jurisdiction to the exclusion of all other courts. Notwithstanding the above, the decision of LIC of India shall be final and binding on the Tenderer.

### **23. SUBMISSION OF TENDER**

The tender should be sent so as to reach this office ON OR BEFORE THE DATE & TIME SPECIFIED. Tenders received after last date & time will be termed as "LATE TENDER" and not to be considered. Such tender shall be returned to the concerned party without opening of the same. The Corporation reserves the right to accept any quotation in full or part. This does not necessarily mean that the Lowest Quotation will be accepted. Any tender not in compliance with these terms and conditions will be liable for rejection.



**TENDER SCHEDULE**

Name of service	CATERING SERVICES Place of providing the service-STC-CHINSURAH Hostel
Period of daily Service	Will be provided in the work order
Total Cost of Tender	Rs.500/+ GST-in the form of a Demand draft /Pay order issued by a scheduled Nationalized Bank favoring LIC of India, payable at Kolkata or Copy of Cash Receipt paid over Counter. Before making cash payment, the challan is to be obtained from OS Department, 6 <sup>th</sup> Floor, Jeevan Ganga Building, 16 Hare street, Kolkata-700001.
Earnest Money Deposit	Rs.5000/- in the form of a Demand draft issued by a scheduled Nationalized Bank favoring LIC of India, payable at Kolkata. The tender shall be treated as canceled if Tender Fee & Earnest Money Deposit is not paid along with the tender document.
Date of Sale of Tender documents	From 10.30 Hours on 30/08/2023 to 19/09/2023 up to 15.30 Hours on payment of non-refundable Tender Cost by Cash in our Divisional Office Cash counter. The Tender Document can be downloaded from website: <a href="http://www.licindia.in">www.licindia.in</a> under header Tenders.
Last date of submission of Tenders	On 20/09/2023 up to 15.00 Hours ( DD/Pay Order of Tender Fee & EMD or NSIC Certificate/MSME Registration Certificate , if any; Technical Bid along with Copy of all related documents & Financial Bid).
Date and time of opening the Technical bid	On 20/09/2023 at 15.30 hours.
Date of opening of Financial Bid	To be intimated to the BIDDER who will qualify in Technical Bid.
Contract Period	Two Year from the date of commencement of providing the service specified in Work Order
Notice period for termination of contract	Two months from LIC side and FOUR month from Bidder side.
Validity of Tender	Six months from date of opening the Technical Bid.
Criterion for Selection	Lowest Quoted Gross Monthly Amount mentioned in the Financial Bid ANNEXURE:FB-II

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**TERMS & CONDITIONS**

## DEFINITIONS AND INTERPRETATION:

## 1.1 Definitions

In this Agreement, unless the context otherwise requires, the following expressions shall have the following meanings:

"Corporation" shall mean Life Insurance Corporation of India.

**"CATERER/SERVICE PROVIDER/ CONTRACTOR"** shall mean the "Bidder" selected for providing specified service and vice versa.

"Effective Date" shall mean the date on which this Agreement becomes effective.

"Law" shall include any rule, bye-law, notification, regulation, act, ordinance, administrative order, directive, order or instruction having the force of law, enacted or issued by the Central Government, the State Government or any other Government or Regulatory Authority or Political Subdivision or Government Agency.

"Quality and Schedule Specifications" shall mean the minimum quality standard and the time schedule specified by the Corporation in relation to the "Catering Services", as set out in INFORMATION to the Bidder and "Workman""Attendant" shall mean any person/s employed by the **CATERER/SERVICE PROVIDER/ CONTRACTOR** for the purpose of fulfilling its obligations under this Agreement.

1.2 Unless the context otherwise requires, this Agreement shall be construed as follows:

(a) Words using the singular or plural number also include the plural or singular number, respectively,

(b) The terms "herein", "hereby" and derivative or similar words refer to this entire Agreement.

(c) The terms "Recital", "Section", "Clause", "Sub-Clause", "Schedule", "Attachment" and "Annexure" wherever appearing shall be respectively considered to be pertaining to this Agreement;

(d) References in this Agreement to statutory provisions shall be construed as reference to those provisions as modified or re-enacted from time to time (whether before or after the date of this Agreement) and to any subordinate legislation made under such provisions and shall include references to any repealed statutory provisions which has been so enacted (whether with or without modification.); and

(e) Headings, bold, italicized and other stylized typefaces are only for convenience and shall not be considered for the purposes of interpretation/construction of this Agreement.

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## **2. TERMS OF THE AGREEMENT:**

This Agreement shall remain in force for an initial period of **12 months** from the Effective Date with an option to extend another one year, unless terminated sooner in accordance with the provisions of this Agreement. The Effective Date for this Agreement shall be mentioned in work order.

Notwithstanding what is stated hereinabove, this Agreement shall, unless terminated earlier in accordance with the terms here of, continue to be operative in full force and effect, even after the expiry of one year on a day to day basis until renewed in writing by mutual consent of the Parties, or terminated on written notice being given by either Party. During such continuation of the Agreement the terms and conditions as set out here shall be validly subsisting and remain binding on both Parties.

## **3. PROVISION OF SERVICES**

III.1 The CATERER/SERVICE PROVIDER/ CONTRACTOR agrees to provide to the Corporation and the Corporation agrees to avail from the CATERER/SERVICE PROVIDER/ CONTRACTOR the Services, at or pertaining to the places/offices/branches set out in hereto, on the terms and conditions set forth in these provisions.

III.2 The Corporation may, by written notice, request the CATERER/SERVICE PROVIDER/ CONTRACTOR for any addition to or deletion from the list of services or modification in duty hours contained in Information to the Bidder, and the parties shall agree on the terms and conditions for such addition or deletion, as the case may be, by exchange of letters.

## **4. CONSIDERATION:**

The CATERER/SERVICE PROVIDER/ CONTRACTOR shall be solely liable for the payment of all Central, State and local levies, taxes, duties, fines and penalties (including without limitation all taxes, GST, if any), by whatever name called, as may become due and payable in relation to the Services, and any amounts payable by the Corporation to the CATERER/SERVICE PROVIDER/ CONTRACTOR shall be subject to any tax required to be deducted at source (including Income tax, GST if any) in accordance with the applicable laws and regulations.

## **5. OBLIGATIONS OF THE CATERER/SERVICE PROVIDER/ CONTRACTOR**

The CATERER/SERVICE PROVIDER/ CONTRACTOR

(a) Shall provide the Services set out in hereto in accordance with the quality and Schedule Specifications and at the provisions set out in hereto

(b) Shall at all times perform the Services in accordance with all Laws, the Corporation's instructions, and the terms and conditions set out in this Agreement;

(c) Shall provide such suitably qualified, experienced and competent personnel as may reasonably be required for the performance of the Services. If so requested by the Corporation the CATERER/SERVICE PROVIDER/ CONTRACTOR shall provide evidence of the previous experience, qualifications and competence of any Personnel engaged in the performance of such Services.

(d) Shall withdraw or bar any of its employee/s or agent/s from the provision of the Services if, in the sole opinion of the Corporation

(i) The quality of Service rendered by the said employee(s)/agent(s) is not in accordance with the Quality and Schedule Specifications; or

(ii) It is not in the interest of Corporation that such employee(s)/agent(s) of the CATERER/SERVICE PROVIDER/ CONTRACTOR continue to be involved in the provision of Services;

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(e) Subject to the terms of this Agreement, shall be responsible for the selection, hiring, assigning and supervision of the Personnel and shall employ sufficient number of Personnel to provide the Services in a prompt and efficient manner. The CATERER/SERVICE PROVIDER/ CONTRACTOR agrees that the Personnel shall work under the supervision, control and direction of the CATERER/SERVICE PROVIDER/ CONTRACTOR. The CATERER/SERVICE PROVIDER/ CONTRACTOR shall be responsible for all negotiations with Personnel relating to salaries and benefits, and shall be responsible for assessments and monitoring of performance and for all disciplinary matters.

(f) shall not knowingly engage any person with a criminal record/conviction and shall bar any such person from participating directly or indirectly in the provision of Services under this Agreement:

(g) It shall be the sole responsibility of the CATERER/SERVICE PROVIDER/ CONTRACTOR to verify persons/employees deployed/engaged by the CONTRACTOR at the Corporation's premises. The CATERER/SERVICE PROVIDER/ CONTRACTOR shall ensure that its employees obtain a clearance certificate from the Local/Regional CID office. The CATERER/SERVICE PROVIDER/ CONTRACTOR shall ensure regular screening of its employees at regular intervals. If at a later stage it is found that the CATERER/SERVICE PROVIDER/ CONTRACTOR had employed any person with criminal record and prior conviction, then Corporation shall have the option to terminate this Agreement including claiming damages or losses suffered if any.

(h) Shall at all times use all reasonable efforts to maintain discipline and good order amongst its personnel. Shall ensure the engaged personnel to be smartly dressed in neat & clean uniform.

(i) Shall not exercise any lien on any of the assets, properties, documents, instruments or material belonging to the Corporation and in the custody of the CATERER/SERVICE PROVIDER/ CONTRACTOR for any amount due or claimed to be due by the CATERER/SERVICE PROVIDER/ CONTRACTOR from the Corporation. shall regularly provide updates to the Corporation with respect to the provision of the Services and shall meet with the personnel designated by the Corporation to discuss and review its performance at such intervals as may be agreed between the Parties and

(k) The management of the CATERER/SERVICE PROVIDER/ CONTRACTOR Company shall have Proper supervision and shall take care of the services and personnel deployed to provide the services. The CATERER/SERVICE PROVIDER/ CONTRACTOR unconditionally agrees and confirms that the Corporation shall have no liability either direct or indirect in dealing with the said employees of the CATERER/SERVICE PROVIDER/ CONTRACTOR and they shall be under the direct supervision of the CATERER/SERVICE PROVIDER/ CONTRACTOR. The said employees shall not approach the Corporation or its officials for any reason whatsoever.

(l) In the event of the premature termination by either party to the contract or expiry of the contract, the CATERER/SERVICE PROVIDER/ CONTRACTOR shall be obliged to continue providing the services on the same terms and conditions as provided in the contract, till such time as LIC is able to make any alternative arrangement or LIC, has agreed in writing to allow the CATERER/SERVICE PROVIDER/ CONTRACTOR to discontinue earlier.

## **6. REPRESENTATIONS AND WARRANTIES**

6.1 The CATERER/SERVICE PROVIDER/ CONTRACTOR hereby represent and warrant that:

- (a) It is duly incorporated and validly existing under the laws of the place of its incorporation;
- (b) It has taken all necessary action to authorize the execution and consummation of this Agreement and will furnish satisfactory evidence of the same upon request. An authenticated list of the officers of the CATERER/SERVICE PROVIDER/ CONTRACTOR who are authorized to sign and/or execute this Agreement and/or other related documents and writings shall be provided to the Corporation duly authenticated.

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(c) It has taken all action necessary (or will have by the Effective Date) steps to execute and deliver and to perform its obligations under this Agreement;

(d) The execution, delivery and performance of this Agreement by the CATERER/SERVICE PROVIDER/ CONTRACTOR in accordance with its terms shall not:

(i) Violate or conflict with its articles or memorandum of association or any other Organizational/constitutional documents

(ii) With or without giving the notice or the passage of time or both, conflict with, result in the breach or termination of, or constitute a default under, any agreement or arrangement to which it is a party or by which it or any of its properties or assets may be bound;

(iii) Constitute a violation of any law, regulation, order, writ, judgment, injunction or decree applicable to it or any of its properties or assets, or violate any license, permit, authorization, agreement, undertaking or other obligation to which it is bound; or

(iv) Result in the creation or imposition of any lien, charge or encumbrance upon the capital stock, properties or assets of it; and

(v) there are no judicial or administrative actions, proceedings or investigations pending or, to the best of its knowledge after due inquiry, overtly threatened against it, which would have a material adverse effect on its capacity to perform its obligations under this Agreement and each of the other documents referred to in this Agreement to which it is a party.

6.2 The CATERER/SERVICE PROVIDER/ CONTRACTOR hereby represents and warrants to the Corporation that it shall not violate any proprietary and intellectual property rights of any third party, including without limitation, confidential relationships, patent, trade secrets, copyright and any other proprietary rights.

6.3 The CATERER/SERVICE PROVIDER/ CONTRACTOR further warrants to the Corporation that, during the term of this Agreement, the materials and services to be delivered or rendered hereunder, will be of the kind, quality and timeliness designated as per the Quality and Schedule Standards and shall meet specifications as well as manners as determined in the Corporation's sole and exclusive discretion and communicated to the CATERER/SERVICE PROVIDER/ CONTRACTOR from time to time.

6.4 The workmen of the CATERER/SERVICE PROVIDER/ CONTRACTOR shall continue to be the workmen of the CATERER/SERVICE PROVIDER/ CONTRACTOR and work under its direction and shall not become or claim any employment from the Corporation by virtue of providing the services, irrespective of the location of their work.

6.5 The CATERER/SERVICE PROVIDER/ CONTRACTOR agrees, represents and warrants that no employee of the Corporation, or immediate family member thereof has received or will receive anything of value of any kind from the CATERER/SERVICE PROVIDER /CONTRACTOR or its officers, Directors, employees or agents in connection with this Agreement; and that none of them has a business relationship of any kind with the CATERER/SERVICE PROVIDER/ CONTRACTOR, it's Personnel or any of its other officers.

## **7 INDEMNITIES AND OTHER PROVISIONS**

7.1 The CATERER/SERVICE PROVIDER/ CONTRACTOR shall indemnify the Corporation and keep the Corporation indemnified fully and without limit against all costs, claims, damages, expenses, fines, losses, liabilities and penalties including attorney's cost, expenses accruing, incurred or suffered by the Corporation directly or indirectly arising on account of:

(a) failure by the CATERER/SERVICE PROVIDER/ CONTRACTOR to perform any of its obligations under this Agreement, in accordance with the provisions of this Agreement;

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(b) Any claim from any statutory authority or any employee/s or agent/s or employee/s of CATERER/SERVICE PROVIDER /CONTRACTOR with respect to the terms of service of the employee/s, agent/s, or employee/s of CATERER/SERVICE PROVIDER/ CONTRACTOR, arising in relation to non-compliance by the CATERER/SERVICE PROVIDER/ CONTRACTOR with any matter set out in Section-5 hereinabove;

(C)Any act, commission or omission, negligence, fraud, forgery, dishonesty, misconduct or violation of any of the terms and conditions of this agreement by the CATERER/SERVICE PROVIDER/CONTRACTOR /its employees/agents ;

(d) Any robbery, theft, extortion, misappropriation or accident in relating to any assets or properties or documents or instruments of the Corporation which are, or are deemed to be, in the custody of the CATERER/SERVICE PROVIDER/ CONTRACTOR and

(e) Any and all adverse claims of whatsoever nature made on the Corporation by the personnel and all liabilities arising out of accident or death while on duty shall be borne by the CATERER/SERVICE PROVIDER/ CONTRACTOR

7.2 The CATERER/SERVICE PROVIDER/ CONTRACTOR shall be liable to pay the amount to the Corporation, as determined by the Corporation in its sole discretion under this provision, on demand and the Corporation shall be entitled to adjust the amounts so determined to be due from the CATERER/SERVICE PROVIDER / CONTRACTOR against the future payments/SD due by the Corporation to the CATERER/SERVICE PROVIDER/ CONTRACTOR

7.3 The CATERER/SERVICE PROVIDER/ CONTRACTOR shall cooperate fully in defending any claim/s by any local, state or central authority against the Corporation with respect to any levies, taxes, duties, fines and/or penalties etc. due and payable by the CATERER/SERVICE PROVIDER/ CONTRACTOR and shall indemnify the Corporation fully and without limit, against the same. This provision shall survive the termination of this Agreement.

7.4 The CATERER/SERVICE PROVIDER/ CONTRACTOR hereby agrees to indemnify and hold the Corporation harmless and indemnified from any loss, claim, damage, costs or expense of any kind including reasonable attorney's fees, to which the Corporation may be subjected by virtue of a breach of any of the representations and/or warranties set out in Section 6 hereto.

7.5 Notwithstanding any other provisions of this Agreement, in no event shall the Corporation be liable to the CATERER/SERVICE PROVIDER/ CONTRACTOR for loss or profits of revenues, indirect, consequential

7.6 Or similar damages arising out of or in connection with the Services, materials or assistance provided under this Agreement.

## **8 TERMINATION**

8.1 Subject to the provisions of this Agreement, either Party shall have a right to terminate this Agreement, at any time by giving not less than 60 days prior written notice on the part of LIC and 120 days prior written notice on the part of the CATERER/SERVICE PROVIDER/ CONTRACTOR of its intention to do so, to the other Party.

8.2 The Corporation shall have a right to terminate this Agreement with immediate effect without assigning any reason thereto, if at any time during the term of this Agreement the LIC is informed or information comes to the attention of Corporation, or if it is so decreed or adjudged by any court, tribunal or other authority, that the CATERER/SERVICE PROVIDER/ CONTRACTOR is or may be in violation of any laws.

8.3 Notwithstanding anything herein contained, the Corporation may by giving fifteen (15) days notice in writing to the CATERER/SERVICE PROVIDER/ CONTRACTOR, terminate this Agreement under any one or more of the following circumstances:

- a. If the CATERER/SERVICE PROVIDER/ CONTRACTOR fails to perform the Services under this Agreement or to observe any of its obligations or breaches all or any of the terms of this Agreement.
- b. If the CATERER/SERVICE PROVIDER/ CONTRACTOR becomes insolvent or goes into liquidation, whether voluntary or compulsory, or is unable to pay its debts as they become due or

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c. Proposes or makes a general assignment or arrangement or composition with or for the benefit of its creditors or a receiver is appointed to take possession of all or substantially all of its assets for insolvency or a petition is filed against the CATERER/SERVICE PROVIDER/ CONTRACTOR and such petition is not dismissed within 90 (Ninety) days after filing.

d. If in the opinion of the LIC, the interests of the LIC are jeopardized in any manner whatsoever.

8.4 It is hereby agreed and understood by the Parties that the provisions of this Section shall not limit or restrict nor shall they preclude the Corporation from pursuing such further and other legal actions against CATERER/SERVICE PROVIDER/ CONTRACTOR for any breach or non-compliance of the terms of this Agreement.

8.5 On the expiry or termination of this Agreement, the CATERER/SERVICE PROVIDER/ CONTRACTOR shall hand over or cause to be handed over all the information (as defined in Section 12.1 hereunder) assets, documents, instruments, keys and/or properties of or relating to the Corporation and all other related materials in possession of CATERER/SERVICE PROVIDER/ CONTRACTOR to an authorized official of the Corporation.

## **9. COMPLIANCE WITH LAWS:**

9.1 The CATERER/SERVICE PROVIDER/ CONTRACTOR confirms that it has a license under the Contract Labor (Regulation and Abolition) Act, 1970 and shall comply with the provisions thereof and shall defend/indemnify the Corporation or its employees against any actions that may be initiated for non compliance of the said Act and the Rules and shall also be liable to such action as the Corporation may deem fit and proper.

9.2 The CATERER/SERVICE PROVIDER/ CONTRACTOR agrees that it shall comply with all applicable union, state and local laws, ordinances, regulations and codes in performing its obligations hereunder, including the procurement/renewal of licenses, permits and certificates and payment of taxes where required. If at any time during the term of this Agreement, the Corporation is informed or it is brought to the notice of the Corporation that the CATERER/SERVICE PROVIDER/ CONTRACTOR is or may be in violation of any law, ordinance, regulation or code (or if it is so decreed or adjudged by any court, tribunal or other authority), the Corporation shall be entitled to terminate this Agreement with immediate effect without assigning any reasons.

9.3 The CATERER/SERVICE PROVIDER/ CONTRACTOR shall establish and maintain all proper records as required by law, code, practice or corporate policy applicable to it from time to time including records and returns as applicable under the Labour Legislation. CATERER/SERVICE PROVIDER/ CONTRACTOR further agrees that notwithstanding the termination of this agreement either by the efflux of time or otherwise CATERER/SERVICE PROVIDER/ CONTRACTOR shall provide such details as above to the Corporation as and when demanded for submission to the authorities. Any breach of this condition shall entitle the Corporation to claim such damages as the Corporation may suffer in this respect.

9.4 If the CATERER/SERVICE PROVIDER/ CONTRACTOR, renews any licence/permit/certificate relating to its business during the contract period, copy of the same should be submitted to the order issuing authority immediately.

10. **INDEPENDENT CATERER/SERVICE PROVIDER/ CONTRACTOR** This Agreement is on a principal-to-principal basis between the Parties hereto. Nothing contained in this Agreement shall be construed or deemed to create any association, partnership or joint venture or employer-employee relationship or principal-agent relationship in any manner whatsoever between the parties. The CATERER/SERVICE PROVIDER/ CONTRACTOR acknowledges that its rendering of services is solely within its own control, subject to the terms and conditions agreed upon and agrees not to hold itself out to be an employee, agent or servant of the Corporation or any subsidiary or affiliate thereof.

## **11. SUB-CATERER/SERVICE PROVIDER/ CONTRACTOR**

11.1 The CATERER/SERVICE PROVIDER/ CONTRACTOR shall not assign or subcontract any of its responsibilities contained in this Agreement to any agent, sub-agent without prior written permission of the Corporation, which the Corporation may deny at its absolute discretion and if the Corporation gives such prior written permission, it shall not be construed as a waiver of any accrued rights and/or liabilities and the CATERER/SERVICE PROVIDER/ CONTRACTOR shall be fully responsible for all acts and omissions of its CATERER/SERVICE PROVIDER/ CONTRACTOR, SUB-CATERER/SERVICE PROVIDER CONTRACTOR or agents.

11.2 Nothing in this Agreement shall be construed as creating any contractual or other relationship between the Corporation and any such CATERER/SERVICE PROVIDER/ CONTRACTOR or agent, nor any obligation on the part of the Corporation to pay or see to the payment of any money due to any CATERER/SERVICE PROVIDER/ CONTRACTOR/agent.

## **12. INSPECTION AND RIGHT TO AUDIT**

12.1 The CATERER/SERVICE PROVIDER/ CONTRACTOR shall, upon reasonable notice allow the Corporation, its management, its auditors (both internal and external auditors), any other nominee of the LIC, the opportunity of inspecting, examining and auditing the records. The CATERER/SERVICE PROVIDER/ CONTRACTOR also agrees to provide unrestricted access to the premises and its employees and any other assistance as may be required in relation to the inspection and audit as specified herein.

12.2 The CATERER/SERVICE PROVIDER/ CONTRACTOR shall cooperate with the Corporation's internal or external auditor to assure a prompt and accurate audit. The CATERER/SERVICE PROVIDER/CONTRACTOR shall also cooperate in good faith with the Corporation and/or its nominee to correct any practices, which are found to be deficient as a result of any such audit within a reasonable time after receipt of the Corporation's Audit Report.

## **13. CONFIDENTIALITY AND SECRECY:**

13.1 The CATERER/SERVICE PROVIDER/ CONTRACTOR recognizes that in the course of the transactions envisaged by this Agreement, it may be privy to certain confidential information (whether or not the information is marked or designated as "confidential" or "proprietary") relating to the Corporation and its businesses including legal, financial, technical, Commercial, marketing and business related records, data, documents, reports, client information, the terms of this Agreement and the details of the negotiations between the Parties (the "information"). The CATERER/SERVICE PROVIDER/ CONTRACTOR agrees that it shall keep all information and other materials passing from the Corporation to the CATERER/SERVICE PROVIDER/ CONTRACTOR confidential and shall not, without the prior written consent of the Corporation, divulge such information to any other person or use such information other than for the purposes of carrying out this Agreement.

13.2 The obligations contained in this Section shall not apply to any part of the information in the case where that part of the information that is or has become public other than by breach of this Agreement and shall not restrict any disclosure by the CATERER/SERVICE PROVIDER/ CONTRACTOR, if required by law or by any governmental, official or regulatory body which is lawfully entitled to require any such disclosure. In such case, prior to such disclosure, the CATERER/SERVICE PROVIDER/ CONTRACTOR should promptly notify LIC of India of such requirement of disclosure, with a view to providing the opportunity to the Corporation to contest such disclosure or otherwise to agree the timing and content of such disclosure.

13.3 The obligations contained in this Section shall continue to apply after the termination or expiry of this Agreement.

13.4 The CATERER/SERVICE PROVIDER /CONTRACTOR acknowledges that in the event of any breach or threatened breach of this Section by the CATERER/SERVICE PROVIDER/ CONTRACTOR / its employees / agents / sub- CATERER/SERVICE PROVIDER/ CONTRACTOR, monetary damages may not be an adequate remedy, and therefore, the Corporation shall be entitled to injunctive relief to restrain the CATERER/SERVICE PROVIDER/ CONTRACTOR/ its employees / agents / sub-CATERER/SERVICE PROVIDER/CONTRACTOR from any such breach, actual or threatened.

CATERER/SERVICE PROVIDER/ CONTRACTOR

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## **14. INSURANCE:**

**14.1 The CATERER/SERVICE PROVIDER/ CONTRACTOR** if deems fit and proper may take at its own costs, insurance policies for adequate amount against injury, death, dishonesty, theft, extortion, robbery, forgery, altered documents fraud, fidelity and/ or any other dishonest acts on the part of **CATERER/SERVICE PROVIDER/ CONTRACTOR's** employees or agents/ **SUB-CATERER/SERVICE PROVIDER/ CONTRACTORS** or representatives or employees of such agents/**SUB-CATERER/SERVICE PROVIDER/ CONTRACTORS** with the Corporation as the loss payee / beneficiary.

14.2 In an event of any loss suffered by the Corporation, the CATERER/SERVICE PROVIDER/ CONTRACTOR shall upon demand within 7 days time make good the loss to the Corporation without any demur, protest, dispute or objection.

## **15. PUBLICITY**

**The CATERER/SERVICE PROVIDER/ CONTRACTOR** shall not use the name and/or trademark/ logo of the Corporation in any states or marketing publication or advertisements or in any other manner without prior consent of the Corporation.

## **16. PROPRIETARY RIGHTS:**

The CATERER/SERVICE PROVIDER/ CONTRACTOR agrees that any product including but not limited to all information, reports, studies, software (including source codes, object codes and executables) flow charts, diagrams and other tangible and intangible material of any nature whatsoever produced by or as result of any of the services rendered hereunder shall be the sole and exclusive property of the Corporation. In furtherance thereof, the CATERER/SERVICE PROVIDER/ CONTRACTOR hereby irrevocably grants, assigns, transfers to the Corporation all rights, title any kind, in and to any such product produced hereunder. The CATERER/SERVICE PROVIDER/ CONTRACTOR shall not be entitled to make any use of any of the said materials except as may be expressly permitted in writing by the Corporation.

17. **NON EXCLUSIVE AGREEMENT** This Agreement is on non-exclusive basis and the CATERER/SERVICE PROVIDER/ CONTRACTOR shall not have any exclusive right to provide the Services to the Corporation. The Corporation shall be free to engage any other **CATERER/SERVICE PROVIDER/ CONTRACTOR** /s or may entrust services similar to the services or any part thereof to any other person/s.

## **18 MISCELLANEOUS**

### **18.1 RELATIONSHIP OF THE PARTIES:**

This Agreement shall not constitute the appointment of either party as the legal representative or agent of the other Party. No Party to this Agreement shall have any right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name of or on behalf of the other Party to this Agreement except as may be specifically provided in this Agreement. Neither Party shall assume or be responsible for any liability or obligation of any nature, or any liability or obligation that arises from any act or omission to act of the other party however or whenever arising.

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## 18.2 NOTICES

18.2(1) Notices or other communications required or permitted to be given or made hereunder shall be in writing and delivered personally, by courier addressed to the intended recipient at its address set out below or to such other address or e-mail address as any Party may from time to time notify to the other Party.

To  
Address  
Attention

To  
Address  
Attention

(2) Any such notice, demand or communication shall be in English and shall, unless the contrary is proved, be deemed to have been served, if given or made by fax/e-mail, together with the original fax being sent by courier service as outlined above on the following business day. If personally delivered, any such notice, demand or communication shall be deemed to have been served at the time it is handed over to an employee or other officer at the recipient's address. In proving the above, it shall be sufficient to show that the envelope containing the letter was correctly addressed and handed over by courier service or by personal delivery respectively.

## 18.3 SEVERANCE

If any provision of this Agreement is rendered void, illegal or unenforceable in any respect under any law, the validity, legality and enforce ability of the remaining provisions shall not in any way be affected or impaired thereby. Should any provision of this Agreement be or become ineffective for reasons beyond the control of the Parties, the Parties shall use reasonable endeavors to agree upon a new provision which shall as nearly as possible have the same commercial effect as the ineffective provision.

18.4 No waiver of any provision of this Agreement nor consent to any departure from it by any Party shall be effective unless it is in writing. A waiver or consent shall be effective only for the purpose for which it is given. No default or delay on the part of any Party in exercising any rights, powers or privileges operates a waiver of any right, nor does a single or partial exercise of a right preclude any exercise of other rights, powers or privileges.

## 18.5 ENTIRE AGREEMENT:

This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter of this Agreement and supersedes all prior agreements and undertakings, written or oral, with respect to the subject matter hereof except as otherwise expressly provided herein.

## 18.6 AMENDMENTS

No modification, amendment, waiver, discharge or termination of any of the provisions of this Agreement shall be effective unless made in writing specifically referring to this Agreement and duly signed by each of the Parties.

## 18.7 GOVERNING LAW AND JURISDICTION:

This Agreement shall be governed by and construed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of the courts in Kolkata.

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## **18.8 NON-WAIVER AND OTHER REMEDIES:**

No failure or delay on the part of any Party in exercising any right, power or privilege under this Agreement and no course of dealing between the Parties shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder. The rights, powers, and remedies herein expressly provided are cumulative and not exclusive of any rights, powers, or remedies, which the Parties would otherwise have. No Notice or demand in similar or other circumstances constitute a waiver of the rights of any of the other Parties to any other or further action in any circumstances.

## **19. ASSIGNMENT**

**19.1 The CATERER/SERVICE PROVIDER/ CONTRACTOR** shall not assign or otherwise transfer, dispose or part with any of its rights or obligations hereunder to any person without the prior written consent of the Corporation.

19.2 The Corporation shall have the right, in its sole discretion to assign this Agreement to any of its affiliates and offices after giving notice of such assignment to the CATERER/SERVICE PROVIDER/ CONTRACTOR.

**20. FURTHER ASSURANCE:** Each of the parties hereto shall cooperate with the others and execute and deliver to the other such instruments and documents and take such other actions as may be reasonably requested from time to time in order to carry out, give effect to and confirm their rights and intended purpose of this Agreement.

## **21. COSTS**

Each of the parties shall pay its own legal, accountancy and other costs and expenses incurred in relation to the negotiation, preparation and execution of this Agreement.

## **22. COUNTERPARTS:**

This Agreement may be executed in any number of counterparts and by the different parties on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. The English language text of this Agreement shall prevail over any translation thereof.

## **23 SURVIVAL :**

The terms and provisions of this Agreement that by their nature and content are intended to survive the performance hereof by any or all parties hereto shall so survive the completion and termination of this Agreement.

## **24. FORCE MAJEURE :**

If any circumstances, as it was experienced earlier, beyond the control of STC authority arise and continuation of training activity at STC hampers owing to those circumstances, providing catering services by the L1 vendor may appear to be hampered/stopped owing to the mentioned situation and for that reason the vendor would NOT have any sort of immunity of claiming compensation/ demarrage .

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**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 the 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 (XXI of 1956) and having its corporate office at "Yogakshema" Jeevan Bima Marg Mumbai 400021. [hereinafter 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" 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 SERVICE AT STC-CHINSURAH** and the Bidder/Seller is willing to offer/has offered the same and WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is performing its function under the LIC Act 1956. NOW, THEREFORE,

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

Enabling the BUYER to obtain the desired said services 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 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:

**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 contract.

The BUYER will, during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular Bidder in comparison to other BIDDERS.

All the officials of the BUYER will report to the appropriate "CVO" any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

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

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### **Commitments of BIDDERS**

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following: 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 disfavour to any person in relation to the contract or 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 officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and process of the bidding process, bid evaluation, contracting and implementation of the contract. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

- a) The BIDDER/CATERER/SERVICE PROVIDER/ CONTRACTOR will not commit any offence under the relevant India penal code (IPC)/ Provision of corruption (PC) act. Further 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 and any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- b) The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- c) The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- d) If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER'S firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in section 6 of the Companies Act 1956.
- e) 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.

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### **1. Previous Transgression**

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

### **2 Earnest Money (Security Deposit):**

- a) while submitting commercial bid, the BIDDER shall deposit an amount Rs.5000.00 as Earnest Money/Security Deposit as applicable, with the BUYER through any of the following instruments:
  - I. Bank Draft of Pay Order in favour of LIC of India payable at Kolkata.
  - II. A confirmed guarantee by an Indian Nationalized Bank, Promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
  - III. Any other mode or through any other instrument (to be specified in the RFP/Tender).
- b) The Earnest Money/Security Deposit shall be valid up to the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, **including warranty period, whichever is later.**
- c) In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of sanctions for Violation shall be applicable for 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.
- d) No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit or the period of its currency.

### **3. Sanctions for Violations**

- a) Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:
  - i) To immediately call off the pre- contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
  - ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
  - ii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
  - iv) To recover all sums already paid by the BUYER, and in the case of any Indian BIDDER with interest thereon at 2% above the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% above the LIBOR (London Inter Bank Offer Rate). If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
  - (v) 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.

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- vi. 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.
  - vii. 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.
  - viii. 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.
  - ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened. Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.
- b. The BUYER will be entitled to take all or any of the actions motioned at Para 3. a) (i) to (ix) of this pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
  - c. The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes this Pact.

#### **4. Fall Clause:**

- a) The BIDDER undertakes that it has not supplied/ is not supplying similar product/systems/items or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems/items was supplied by the BIDDER to any other Ministry/Department of the Government of India or PSU at a lower price, then that very price, with due allowance for elapsed time will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

#### **5. Independent Monitors:**

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

Name, address of the Monitor(s):

1. Shri Rajni Kant Mishra, IPS (Retd), Ex DG in BSF, P-23, Sec-11, NOIDA,  
District-Goutam Buddh Nagar, UP, 201301 [email-rkmishraips84@gmail.com](mailto:email-rkmishraips84@gmail.com)
2. Shri Arun Chandra Verma, IPS (Retd), Flat No C-1204, C Tower, Amrapali  
Platinum Complex, Sector-119, NOIDA, NOIDA, UP [email-acverma1@gmail.com](mailto:email-acverma1@gmail.com)

- b) The task of the Monitors shall be to review independently and objectively whether and to what extent the parties comply with the obligations under this Pact.
- c) The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently. It will be obligatory for him to treat the information & documents of the Bidder/CATERER/SERVICE PROVIDER/ Contractor as confidential.
- d) Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- e) As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the Authority designated by the BUYER.

- f) The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub- CATERER/SERVICE PROVIDER/ CONTRACTOR. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Sub-CATERER/SERVICE PROVIDER/ CONTRACTOR(s) with confidentiality.
- g) The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- h) The Monitor will submit a written report to the designated authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

**6. 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.

**7. Law and Place of Jurisdiction**

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

**8. 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.

**9. Validity:**

- a) The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- b) Should one or several provisions of this Pact turn out to be invalid; the remainder of this pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

**10.** The parties hereby sign this Integrity Pact at. ....on.....

BUYER

Name of the Officer  
Designation  
Deptt./MINISTRY/PSU  
Witness

1.....

2.....

BIDDER

CEO

1.....

2.....

(\*Provisions of these clauses would need to be amended/deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.)

(Please specify the "Name of Authority" in place of "Authority Designated" wherever mentioned in the Agreement)

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**BANK ACCOUNT AND OTHER DETAILS**  
**To be submitted along with Tender copy**

Name of the Company/Firm/Entrepreneur

Institute, etc .....

1. Address .....

.....

.....

Phone number          STD Code..... NO..... Mobile No.....

E-mail ID .....

2. Bank Account Details

Account No.....

Type of Account.....

IFSC/RTGS code .....

(enclosed Cancelled Cheque leaf)

3. PAN No. ....

4. GST No. ....

I declare that, the above furnished information is correct. During the contract period, if any changes take place in the above said information, the same will be informed with the valid reasons.

(Self Attested copies to be enclosed)

SIGNATURE

CATERER/SERVICE PROVIDER/ CONTRACTOR

SR DIVISIONAL MANAGER

**APPLICATION FORM FOR CATERING SERVICES**

SL NO	Information Sought	Information Provided
1.	Name of the CATERER/SERVICE PROVIDER/ CONTRACTOR: (In Block Letters)	
2.	Date of Establishment/ Incorporation	
3.	Correspondence address and Mobile No.	
4.	Address of Head Office (If Separate) and Mobile No.	
5.	Status: Proprietary/Partnership/ Private Limited Company/ Public Limited Company	
6.	Names of the Partners /Directors	
7.	Name of Chief Executive with his present addresses and Mobile Nos.	
8.	Name of Representative (s) with Designation who would be calling on us and attending to our jobs	
9.	Name of Bankers with addresses & telephone nos.	
10.	(a) Catering License Number Date of last renewal of license : (Copy of license to be enclosed) (b) Labour license Nos. and validity under various labour laws C) GST REGISTRATION No. (d) PAN No. (e) ESIS No. if any (f) EPF Registration No. if any.	
11.	Whether holding certificate under Shops & Establishment Act, duly Renewed(Copy should be enclosed)	
12.	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)	
13.	Turn over for last three Full F/ Years FY 2020-2021 FY 2021-2022 FY 2022-2023 (Attach audited Revenue A/c & Balance sheet)	

CATERER/SERVICE PROVIDER/ CONTRACTOR

SR DIVISIONAL MANAGER

14.	Are you agreeable to abide strictly by the Terms and Conditions of the Tenders and Contracts.	
15.	If your firm is empanelled/working with any office of LIC Of India or any other PSU, please give name and address	
16.	Name, Addresses and Telephone Nos. of some of your most valued clients (Separate List may be attached)	
17.	Approximate value of your output per year	
18.	Mention any other specialties of your Establishment	

I/We .....  
request Life Insurance Corporation of India, Howrah Divisional Office, Jeevan Ganga Building, 16 Hare Street, Kolkata - 700001 consider inclusion of my/our name as CATERER/SERVICE PROVIDER/ CONTRACTOR for considering the Technical/ Financial Bid. I/We agree to give full satisfaction to the Corporation in the event of their doing So.

Dated at..... this.....day of.....2023

Signature with Seal

Name:

Note:

**Please type this form or fill it legibly in ink. If space provided is insufficient, please type or write the replies on a separate sheet giving appropriate question number and attach it to the form with seal ,date and signature.**

CATERER/SERVICE PROVIDER/ CONTRACTOR

SR DIVISIONAL MANAGER

**BANK PARTICULARS FOR PAYMENT**

**NAME OF THE WORK: CATERING SERVICES for STC-CHINSURAH at Sales Training Centre Howrah, Keota Latbagan, Sahaganj, Hooghly, WB, PIN-712104.**

CATERER/SERVICE PROVIDER/ CONTRACTOR is requested to furnish below mentioned particulars so that we can refund / release their payments through NEFT. This is to be treated as the part of the Tender condition.

SL NO	DESCRIPTION		REMARKS
1.	Name of the beneficiary (vendor name) as in bank Records.	:	
2.	Beneficiary's Account Number	:	
3.	Account type (Savings Account, Current Account, etc.)	:	
4.	Beneficiary's Bank-Branch	:	
5.	Bank's MICR code	:	
6.	Beneficiary's Bank IFSC Code	:	
7.	Beneficiary's contact number (Mobile)	:	
8.	Beneficiary's e-mail ID, if any	:	
9.	PAN NO.	:	
10.	GST NO.	:	
11.	Other particular if any	:	

- N.B. i) No payment will be made by Cash/Cheque. Payment will be made only through NEFT.  
ii) All CATERER/SERVICE PROVIDER/ CONTRACTORS (existing or new) have to submit the Bank details with every tender.

Signature with Seal

Name

CATERER/SERVICE PROVIDER/ CONTRACTOR

SR DIVISIONAL MANAGER

**TENDER FEE & EMD PARTICULARS**

**NAME OF THE WORK: CATERING SERVICES for STC- for STC-CHINSURAH at Sales Training Centre Howrah, Keota Latbagan, Sahaganj, Hooghly, WB, PIN-712104.**

NAME OF THE BIDDER: .....

Particulars	Draft/MR No.	Date	Drawn on	Payable at	AMT
TENDER FEE					
EMD					

Note:

- a. If Tender Fee deposited at cash counter then particulars of Receipt No to be given
- b. Attach Exemption Certificate having Registered with NSIC/MSME .

Signature with Seal

Name of the Bidder

CATERER/SERVICE PROVIDER/ CONTRACTOR

SR DIVISIONAL MANAGER

## COMPLIANCE REPORT

To,  
 The Sr Divisional Manager,  
 L.I.C. of India,  
 Howrah Divisional Office  
 Jeevan Ganga Building,  
 16, Hare Street, Kolkata-700001

Dear Sir,

Re: Tender for "Providing Catering Services on Contractual basis at STC-CHINSURAH"

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

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

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

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

Certified that I/We have fully read and understood the Tender document (consisting of Notice inviting Tender, 46 pages) comprising Eligibility Criteria, Instructions to Bidders, General Conditions, Scope of work, all Annexures attached thereto, etc. and forming a part of the Tender document.

I/We have fully read and understood the eligibility criteria and the Terms & Conditions of the Scope of Tender and agree to abide by the same in case the Scope of Tender is awarded to me/us.

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

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

Place:.....

Date:.....

.....

Signature of the Bidder with Rubber Seal/ Stamp of the Bidder's Establishment

CATERER/SERVICE PROVIDER/ CONTRACTOR

SR DIVISIONAL MANAGER

**AFFIDAVIT ON NON-JUDICIAL STAMP PAPER OF Rs.200/-**  
**REGARDING NON-BLACKLISTING/ PROSECUTION)**

**(To be notarized)**

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

.....  
.....

including our Partners/ Shareholders/ Principals have ever been blacklisted/ prosecuted by any Organization/ departments/ Statutory Bodies in any State or by any Courts of Law for lapses while rendering the services nor I/we have rescinded/abandoned any Catering Services Contract awarded by any of the clients before the expiry of stipulated period of contract and that I/ we have no criminal antecedent, and no person with criminal antecedent shall be placed on duty in the Sales Training Centre of LIC of India located at Keota Latbagan, PO\_Sahaganj, Dist- Hooghly.

Witness:

Signature:

Full Name (BLOCK LETTERS):.....

Address:.....

.....  
.....

PIN:.....

\_\_\_\_\_  
Signature of the Bidder/ Deponent with  
Rubber Seal /Stamp of the Bidder's Establishment

Place:.....

Date:.....

CATERER/SERVICE PROVIDER/ CONTRACTOR

SR DIVISIONAL MANAGER

**(To be given by successful bidder- duly notarized on Rs.200/- stamp paper.)**

Affidavit regarding Minimum Wages Payment/ Confirmation for Government Rules relating to Minimum Wages

Tender Reference    Date.....

To

Dear Sir,

Ref: Your contract award No-----dated\_\_\_\_\_

We refer to your contract award No\_\_\_\_\_ date\_\_\_\_\_ awarding the contract for catering services at LIC of India, STC, CHINSURAH , situated at Keota Latbagan, PO\_ Sahaganj, Dist-Hooghly.

In this regard we confirm that the employees engaged by us to carry out the service in your centre for the above said contract are paid minimum wages/ salaries as stipulated by the Government (Central/ State) Minimum Wages/ Salaries Act in force. We also indemnify the LIC of India, STC CHINSURAH against any action /losses/ damages that arise due to action initiated by Commissioner of Labour for non-compliance to the above criteria.

We further authorize the LIC of India, STC Chinsurah to deduct from the amount payable to us under contract or any other contract if Labour Commissioner imposes a penalty towards non-compliance to the "Minimum Wages / Salaries" stipulated by the Government in the Act by us.

Authorized Signatory:

Name and Designation:

Office Seal with date:

Place :.....

Date:.....

Signature (with seal)

CATERER/SERVICE PROVIDER/ CONTRACTOR

SR DIVISIONAL MANAGER



List of Items to be provided to the Caterer/Service Provider/Contractor

1. STC- Chinsurah Training Centre: STC CHINSURAH (where the training is conducted), Following inventories / items will be provided by LIC of India at STC Chinsurah Canteen premises :- 1. Dining Table and Chairs, 2. Kitchen with platform for storage. 3. Cooking platform, 4. Exhaust fan system, 5. Cylinder cabinet, 6. Dirty dish landing table, 7. Single Sink unit, 8. Sink wash unit, 9. Basins, 10. Water purifier with cooler, 11. Wash room, 12. Bath room, 13. Refrigerator .
  
2. Items/Inventories to be provided by Caterer/Contractor :-
  1. Commercial Gas Cylinder, 2. Oven of recognized make and size, 3. Cooking utensils and equipment, 4. Crockery such as plates, cups, saucers, glasses, bowl, etc , 5. Cutlery such as big spoons, small spoons, forks, soup bowl with spoons etc, 6. Branded thermos flasks of required capacity, 7. Glass in both Dining hall and Hostel rooms, 8. Mixer and grinder of required capacity, 9. All cleaning materials(such as phenyl, vim power, liquid soap with containers, naphthalene etc, 10. Any other equipment as and when required for carrying out catering service .

CATERER/SERVICE PROVIDER/ CONTRACTOR

SR DIVISIONAL MANAGER

**List of Documents to be attached by the Bidder with Technical Bid**

1. Application Form duly completed by the Bidder (as per Annexure: TB-1)
2. Bio-data of Bidder duly filled in (as per Annexure: TB-1)
3. Compliance Report duly completed (as per Annexure TB-IV)
  - a) Declaration regarding Non-participation of near relatives of employees in the Tender
  - b) Affidavit regarding non-blacklisting/ prosecution (on a non-judicial stamp paper of Rs. 200/- and duly notarized (as per Annexure:TB-V)
4. Declaration regarding Minimum Wage payment as per law. (as per Annexure :TB-VI)
5. License and Registration Particulars of the Bidder
6. Details of work of Catering Services done by the Bidder
7. EMD and Tender Fees particulars (as per Annexure:TB-II)
8. Summary of Financial Data of the Bidder
9. Copy of Partnership Deed (in case of Partnership Firm) / Copy of Memorandum of Association / Article of Association in case of Company.
10. Attested Photo copy of Certificate of Registration and License for carrying out Catering jobs.
11. Proof of identity of the Bidder in the form of Voter ID Card / Passport/ Driving License/ PAN Card (Self-attested photocopy).
12. Proof of Residence of the Bidder or his/her Office in the form of Ration Card / Passport/ Driving License/ Voter identity Card (Self-attested photocopy).
13. PAN Card for both, Individual as well as for the Establishment of the Bidder (Self-attested Photocopies).
14. Income Tax Returns for last 3 Financial Years of Individual as well as of the Establishment of the Bidder along-with duly audited Balance Sheet, Profit & Loss Account (Self-attested photocopies).
15. Experience Certificate from the existing customer(s) from the organizations where the contractor has provided Catering Services (at least one)
16. Provident Fund Registration Certificate
17. ESIC Registration Certificate
18. GST and Professional Tax Registration Certificate (as applicable)
19. Self-attested photocopy of valid and duly renewed License under Shop & Establishment Act.
20. Self-attested photocopy of valid and duly renewed License to engage contract labourers under the Contract Labour (Regulation & Abolition) Act, 1970.
21. Demand Draft of Rs. 590/- towards Tender Fees, payable at Kolkata.
22. Demand Draft of Rs.5000/- payable at Kolkata, towards Earnest Money Deposit. \*\*
23. Furnish the name of three responsible persons along with their addresses & phone no.
24. Financial Bid (Annexure B)

**(Scanned Copy of Originals , wherever applicable, shall necessarily be verified by the Corporation. The Bidders not submitting the aforesaid enclosures are liable to be disqualified from the Technical Bid).**

\*\* Not required for the MSME/NSIC having the registration certificate, valid as on the date of the Contract.

CATERER/SERVICE PROVIDER/ CONTRACTOR

SR DIVISIONAL MANAGER

# **FINANCIAL BID**

TERER/SERVICE PROVIDER/ CONTRACTOR

SR DIVISIONAL MANAGER

**FINANCIAL BID**

NAME OF THE WORK: TENDER FOR CATERING SERVICES

NAME OF THE BIDDER:.....

**RATE TO BE QUOTED**

SL NO.	PARTICULARS	RATE PER ITEM (Rs.) Excluding GST
A	MORNING BED TEA & TWO BISCUIT	
B	BREAKFAST	
C	TEA/COFFEE & BISCUITS (Twice Mid-Morning & Mid-Afternoon)	
D	LUNCH (NONVEG) ( approx 90% of Participant as NONVEG)	
	LUNCH (VEG) (approx Rest 10% of Participant as VEG)	
E	EVENING SNACKS	
F	DINNER	

SIGNATURE OF THE BIDDER

NAME OF THE SIGNATORY  
**SEAL**

CATERER/SERVICE PROVIDER/ CONTRACTOR

SR DIVISIONAL MANAGER

**Detail of catering items is Mentioned Below:-**

**A: BED TEA/COFFEE:- (to be served at the STC- Hostel for the Resident participants only)**

Good quality (Raw tea or Milk Tea)/ Coffee with Two branded standard size biscuits in the morning by 6.30 AM.

**B: BREAKFAST:- FOUR Pieces Poori with adequate Vegetable/ Parota (2 pcs) / Idli-bara (4 pcs)/equivalent items along with TEA/COFFEE (From 8.15 AM & to be finished by 9.30 AM) (to be served at the STC- Dining hall )**

**C: TEA/COFFEE & BISCUITS:-** To be served TWO times: Hot Tea/Coffee along with branded standard size TWO Pieces salted Biscuits/ branded standard size TWO Pieces sweet Biscuits each time

**D: LUNCH:-**

a). Good quality Banskati Rice, Handmade Roti and fresh baked Dal and bhaji ( **Common for VEG & NON-VEG** and to be changed every day)

**Vegetable side dish:-**

b). TWO Items from the following options out of which ONE PONEER item is must:- (1)Poneer Pasinda (2) Poneer Butter Massala (3) Palan Poneer (4) Potoler Dolma (5) Rajma Channa Masala (6) Green Jack fruit (7) Chilli Mashroom (8) Sukto with vegetables (9) Dhokla Curry (10) Seasonal Mixed vegetable (11) Lau-Bori-coconat, (12)Alu posto, (13) Vendi Masala (14) Vendi posto (15) Potol posto (16) Potol curry (17) Brinjal Varta (18) Gobi Rost (19) Gobi Masala, (20) Cabage motor, (21) Sim -Alu-Bori – Brinjal.

c). Green Salad: Containing slices of green cucumber, onion ,tomato carrot etc AND Chatni, Papad

d). ONE piece Sweet: Rosogolla /Khir Mohon/Kalakad/ Chanar Sandash/Gulab Jamun etc.

**Non Vegetable side dish:-**

b). ONE Vegetable item from above (**other than PONEER item**) and ONE piece fish of 150 gram or chicken 200 gram: Fish Masala/ Fish Kalia/ Fish Curry OF Rohu/ Katla/ Parse/ Hilsa/ Pomfret/ Bhetki OR Chicken curry, Chicken butter masala, Chicken do-piazza etc.

c). Green Salad: Containing slices of green cucumber, Onion ,tomato carrot etc. AND Chatni, Papad

d). ONE piece Sweet: Rosogolla/Khir Mohon/ Kalakad/ Chanar Sandash/ Gulab Jamun etc.

**E: EVENING SNACKS:- (to be served at the STC- Dining hall for the Resident participants only after training period is over i.e. from 6 PM to 6.30 PM)**

a. Samosa/Cutlet(Non- veg) (1 big size) / Paneer Pakora ( 4/6 pieces)/ Nimki/ Vada(2 pcs)

b. Tea/ Coffee/Lassi.

**F: DINNER:- (to be served at the STC- Dining hall for the Resident participants only )**

a). Good quality Banskati Rice, Handmade Roti and fresh baked Dal and bhaji.

b). Vegetable side dish: One alternate item (other than item cooked at Lunch time) from the list of the items as mentioned under **LUNCH** above.

c). **SPECIAL-** Vegetable side dish: ONE SPECIAL PANEER ITEM IN ADDITION TO ITEM as in (b) above

d). Green Salad: containing slices of green cucumber, Onion, tomato carrot etc. AND Chatni, Papad

e). ONE piece Sweet: Rosogolla/Khir Mohon/ Kalakad/ Chanar Sandash/ Gulab Jamun etc.

**Resident participants will be served with the Bed tea/Coffee, Breakfast, Lunch, Mid-Morning/Mid-afternoon tea, Afternoon snacks & Dinner.**

**FINANCIAL BID**

NAME OF THE WORK: **CATERING SERVICES for STC-CHINSURAH at Sales Training Centre Howrah, Keota Latbagan, Sahaganj, Hooghly, WB, PIN-712104.**

NAME OF THE BIDDER: .....

SL NO.	PARTICULARS	NO OF GUESTS PER MONTH (Approximate)	RATE PER ITEM Ex GST	TOTAL (Rs.) Excluding GST
(1)	(2)	(3)	(4)	(5)=(3)X(4)
A	MORNING BED TEA	320		
B	BREAKFAST	640		
C	TEA/COFFEE & BISCUITS(Twice Mid-Morning & Mid-Afternoon)	1280		
D	LUNCH (NONVEG) ( 90% of Participant as NONVEG)	540		
	LUNCH (VEG) (Rest 10% of Participant as VEG)	100		
E	EVENING SNACKS	320		
F	DINNER	320		
G	TOTAL MONTHLY			
Total Monthly Amount in word : Rupees				

- "Information to the Bidder" should be taken into consideration before quoting rates.
- The actual expenses may vary depending upon the actual number of Participants. No Guaranteed number is to be given**, that is the figure mentioned in col. No (3) is **approximate and may decrease/increase depending on the no. of classes held per month.**
- Rate should be inclusive of all taxes except GST
- Total Monthly amount (G) will be reckoned for selection of Financial Bid. Column Number (4) should be as per respective category of Annexure: FB-1, otherwise the Tender will considered non-bonafide.
- In case of discrepancy in words and figures, words will be considered.
- 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.
- For STC Chinsurah, the cooking facility is available. Food may be prepared at the Hostel Canteen and may be served at the Dining Hall except Bed Tea and TWO Session Tea. No other charges will be paid.

**Total Monthly amount will be the basis for the Contract, The above rates should take into account all mandatory requirements such as Minimum Wages of Central / State Government Rules (whichever is higher) payable to staff including EPF. ESL, all taxes, charges, levies, duties etc but excluding GST, if any ,as per Govt. rule.**

NAME OF THE SIGNATORY & SEAL

SIGNATURE OF THE BIDDER

CATERER/SERVICE PROVIDER/ CONTRACTOR

SR DIVISIONAL MANAGER