



Eastern Zonal Training Centre
4/2C Ho Chi Minh Sarani, Muchipara, Kol-700061

NOTE TO THE DIRECTOR, EZTC, KOLKATA

(THROUGH STORE COMMITTEE, EZTC, KOLKATA)

SUB: ADDITIONAL REQUIREMENT/INFORMATION RELATED TO OUR CATERING TENDER(CANTEEN SERVICE-EMPLOYEE WELFARE MODEL)

1. Only the qualifiers in technical bid will be eligible for financial bid.
2. The bid estimate value for 2 years will be around Rs.100,00,000/-(Rupees one crore) only including GST.
3. It is desirable that Bidders eligible for financial bids attend pre-bid meeting.
4. The bidder must not be insolvent/convicted/blacklisted previously and a notarized declaration should be submitted in this regard. Any previous incidence of failure to execute any work order in ZTC/Other offices of L.I.C.I. will lead to disqualification to take part in the present tender. A declaration in this regard will also have to be executed with the blacklisting declaration on a non judicial stamp paper of Rs.100/- with the following format.

(AFFIDAVIT ON NON-JUDICIAL STAMP PAPER OF Rs.100/-

REGARDING NON-BLACKLISTING / PROSECUTION)

(To be notarized)

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

including our Partners/ Shareholders / Directors have ever been blacklisted / prosecuted by any Organization/ departments/ Statutory Body/ies in any State or by any Courts of Law for lapses while rendering the services and that I/ we have no criminal antecedent, and no person with criminal antecedent shall be placed on duty in the Zonal Training Centre of LIC of India located at Kolkata..

Witness:

Signature: _____

Full Name (BLOCK LETTERS): _____

Address: _____

PIN: _____

5. The tender will be valid for 2 years, extendable for one more year (by 2 half yearly extensions) on same terms and conditions of the present tender.

The pre contract integrity pact is to be executed by the bidders in non judicial stamp paper of Rs.100/-with the following format.

PRE CONTRACT INTEGRITY PACT

General:

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on..... day of the month of2023 , between, on one hand, the Life Insurance Corporation of India (hereinafter referred to as "LICI") a statutory Corporation established under section 3 of Life Insurance Corporation Act 1956 (XXXI of 1956) and having its corporate office at "Yogakshema" Jeevan Bima Marg Mumbai 400021. (here in after called the "BUYER" which expression shall mean and include, unless the context otherwise requires, his successors in office assigns) of the First part.

AndM/s.....represented by Shri.....(Hereinafter called the "BIDDER /SELLER/SERVICE PROVIDER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second part.

WHEREAS the BUYER proposes to procure Catering Services on Contractual Basis (Name of the Stores/ Equipment/Item/Service) and the BIDDER/Seller/Service Provider is willing to offer/has offered the stores/services and

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

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

Enabling the BUYER to obtain the desired said stores/ equipment/ item/service at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS/Sellers/Service Providers to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following

transparent procedures.

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

1. Commitments of the BUYER

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

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

1.3 All the officials of the BUYER will report to the "Chief Vigilance Officer" of the Buyer any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

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

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person,

organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract of any other contract with the government for showing or forbearing to show favour or disfavor to any person in relation to the contract of any other contract with the Government.

3.3 Foreign BIDDERS shall disclose the name and address of their Indian agents and representatives in India, and Indian BIDDERS shall disclose their foreign BUYERS or associates.

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

3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/ integrator/authorized agent of the stores/equipment/items and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the

BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries, including officials of the BUYER or their family members, if any, in connection with the contract and the details of services agreed upon for such payments.

3.7 The Bidder will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

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

3.9 The BIDDER/Contractor will not commit any offence under the relevant India Penal Code (IPC) /Prevention of corruption (PC) act. Further, the bidder will not use improperly, for purposes of competition or personal gain, pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

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

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

3.12 If the Bidder or any of the key personnel of the bidder, actively involved in the project is a relative of any of the actively involved personnel of the Buyer, the same

should be disclosed.

The term 'relative' for this purpose would be as defined in section 2(77) of the Companies Act, 2013.

3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee or the BUYER.

3.14 The Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

4. Previous Transgression

4.1 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.

4.2 The BIDDER agrees that if it makes an incorrect statement on this subject, or committed a transgression through a violation of any of the clauses of the commitments of bidder, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Sanctions for Violations:

5.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the 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) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iii) 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.

(iv) 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.

(v) 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.

(vi) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

5.2 The BUYER will be entitled to take all or any of the actions mentioned at para 5.1(i) to (vi) of this pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3 The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purpose of this Pact.

6. Independent Monitors:

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

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

i) **Shri Rajni Kant Mishra, IPS(Retd.)**

Ex Director General in BSF

B-1801, Amrapali Sapphire , Sector-45, Noida(Uttar Pradesh), PIN-201303

Email address: rkm592002@yahoo.co.in & rkmishra84@gmail.com

Mobile No. (+91)9717328500

ii) **Shri Arun Chandra Verma,IPS,(Retd.)**

Flat No.C-1204, C Tower,Amrapali,Platinum Complex,

Sector-119,Noida(UP) , Email address:acverma1@gmail.com

Mobile: (+91)8130386387

6.2 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.

6.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently. It will be obligatory for him to treat the information & documents of the Bidder as confidential.

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

6.5 As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the Executive Director (E&OS), LICl.

6.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER.

The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation.

The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairperson, LICl and recues himself / herself from that case.

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

6.8 The Monitor will submit a written report to the Chairperson, LICl within 8 to 10 weeks

from the date of reference or intimation to him by the BUYER /BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

6.9 If the Monitor has reported to the Chairperson, LICl, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairperson LICl has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

7. Facilitation of Investigation:

In case of any allegation of violation of any provisions of this pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER. The BIDDER shall provide necessary information and documents in English and shall extend all possible help of the purpose of such examination/inspection.

8. Law and Place of Jurisdiction:

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

9. Other Legal Actions:

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

Changes and supplements as well as termination notices need to be made in writing.

10. Validity:

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

contract.

10.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

11. The parties hereby sign this Integrity Pact at.....on.....

BUYER

BIDDER

Name of the Officer: *

CEO: Designation

Deptt./

Witness

1..... 1.....

2..... 2.....

(Note: Bidder/Seller/Service Provider Stores/equipment/item/service Bidding process/ bid evaluation/process of availing services Appropriate word may be used where ever applicable without altering the purpose /desired intention of the clause.)

(All pages of this pact are to be countersigned by the bidder)

Other Additional Information :

1. A Security deposit of 3% of bid estimate value will have to be deposited by the finally selected L1 bidder, which will be refundable after successful execution of the tender .In case ,there are multiple L1 bidders ,the AUTO L1 mode will be invoked. The selected L1 bidder will have to deposit the security deposit money within 10 days from awarding the contract in favour of buyer in the form of Demand Draft or Bank guarantee through scheduled Bank.
2. The selected bidder/vendor has to give at least 90 days notice to the buyer for premature termination of the contract. The buyer will have to give 30 days notice to the vendor in such type of termination, whatsoever.
3. Any legal dispute between the buyer and vendor will be addressed by competent court of law within Kolkata jurisdiction.
4. At the termination of tender, the vendor will remove his belongings from the Hostel premises in a hindrance-free manner.
5. During tender tenure, the vendor will be bound to render service in a courteous and decent manner. A clean and hygienic environment in the canteen hall must be maintained.
6. The Director, EZTC, reserves the right to call for any additional documents from the vendor at any point of time. He also reserves the right to change relevant dates and add/delete any condition to accept/reject all/any of the applications or cancel all tenders without assigning any reason whatsoever.
7. The Corporation insists on the highest quality in preparation of foodstuff and also the associated services. The contractor should attend the meeting 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 Director, ZTC or any one authorised person 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 time by the competent authority(Canteen Committee) of ZTC, Kolkata, impose penalties, or take any other action deemed necessary including termination of the contract with due notice to the contractor. In particular, penalties will be raised in case of following deficiencies:
 - a. Stale and poor quality food-50% of concerned date bill
 - b. Unhygienic food-25% of concerned date bill
 - c. Inadequate food-10% of concerned date bill
 - d. Failure to serve within prescribed hours-10% of concerned date bill
 - e. Gross and unauthorized deviation from Menu-25% of concerned date billPenalty will be charged up to 50% of the entire catering bill for the date of such incidence for all the training sessions running on that date.

OR

A recovery in terms of the percentage of total food bill for each session shall be effected as per the table given below if the feedback is equal to or more than 50% of the participants giving 'Below Average/poor' Ratings with regard to the quality of food served to them.

Sl.	Percentage of participants giving 'Below Average/poor' Ratings in a session	Recoverable % of total food bill for the respective session
	50%	10%

In the event of persistent adverse ratings per week, a penalty higher than that specified above may be imposed by the Competent Authority.

8. (a) Detailed description and value of work done for the organizations / institutes of same nature for the last 3 years along with performance certificate from previous employer (Please submit separate sheet for the same.

(b) Details of present work in hand along with the name, address and contact no of the organization and value thereof. Copies of award letters / Contract / Agreement duly self attested be submitted.

(c) Attached copies must be duly certified by Gazetted officer or notarized or self attested as mentioned.

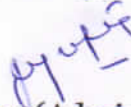
(d) Non disclosure of relevant information or furnishing of incorrect information / documents will lead to disqualification of the application.

9. The Bidder shall be compliant to the remuneration of his employees as per Minimum Wages Act, 1948 & Minimum Wages (Central/ state) Rule, whichever is higher.

10. The applicant must not have been at any time declared as insolvent or convicted for any offence by any Authority. No proceeding for attachment be pending against the Bidder.

11. The participating vendor must be in a position to upload the following documents as per applicability:

Bank Solvency Certificate, Income Tax Returns for the last three years, Catering food outlet and Labour license, Municipal license, Registration Certificate, PF, ESIC Registration Number, Balance Sheet for the last three years, Partnership deed if applicable, GST certificate, Shop & Establishment registration, Municipal Certificate, Work orders from other institution of running contracts, letters of selection on panel of bank, Government offices, PSU's and Multinational Companies, any other Certificate applicable to this business.


Manager(Admin)


Recommendation of Stores Committee. Store committee recommend to float the tender through GEM PORTAL with above terms and conditions.


Member


Member


Member


Member


(Chairman)

Recommendation of Stores Committee is accepted. Please proceed.



6/11/2023

निदेशक / Director
के.प्र.के.-कोलकाता / Z.T.C.-Kolkata
४/२सि, हो. वि. मिन सरणी
4/2C, Ho-Chi-Minh Sarani
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