

THE ORIENTAL INSURANCE COMPANY LIMITED
ORIENTAL STAFF TRAINING COLLEGE
SECTOR-11, MATHURA ROAD
FARIDABAD-121 006



Tender Document for providing
Catering Services on Contractual Basis
at
OSTC, FARIDABAD

(Please check that Technical Bid Number of pages are 1 to 64)

TECHNICAL BID : PART – I (UNPRICED)

EACH PAGE OF THE TENDER DOCUMENT MUST BE SIGNED
AND STAMPED BY THE TENDERER

**TENDER FOR PROVIDING “CATERING SERVICES”
ON CONTRACTUAL BASIS AT OSTC, FARIDABAD**

PART –I TECHNICAL BID (UNPRICED)

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Section 1

NOTICE INVITING TENDER

Oriental Staff Training College (OSTC), Faridabad is a Corporate Training Centre of The Oriental Insurance Co. Ltd., a premier Public Sector General Insurance Company which has been established to impart training /Meeting/ Workshop to company executives to promote professional and holistic human resource development inter alia through skills and knowledge up-gradation/ refurbishment of its personnel. The College, located at Sector-11 Bata Mor, Mathura Road Faridabad has been developed as a well contained residential facility.

Chief Manager, Oriental Staff Training College, (OSTC), invites on GeM Portal as well as sealed tenders in the prescribed format under two bid system - **Technical Bid (Part-I Un-priced) & Financial Bid (Part-II Priced)** - from the Delhi / NCR based full time Catering service providers who fulfils eligibility criteria as per **Section 2** of the Tender Notice.

The contract for Catering Services will be awarded for Initial period of three years w.e.f 01.11.2022 with provision of extension of two years at the sole discretion of OSTC based on the satisfactory performance of contractor.

The tender document can be obtained from the office of Chief Manager, Oriental Staff Training College, Sector-11, Mathura Road, Faridabad by submitting a written request along with Tender fee **(until and unless exempted)** in **cash/ submission of a non-refundable Demand Draft / Net Banking of Rs.1180/- (Rs. One thousand one hundred eighty only)** drawn on any Scheduled Bank in favour of **“The Oriental Insurance Company Limited, payable at Faridabad during all working days (Monday to Friday) between 10.00 AM to 03.30 PM from 23.05.2022 to 24.06.2022.**

The tender document can also be downloaded from Company's website www.orientalinsurance.org.in and from GeM Portal from 23.05.2022 and the tender fee **(until and unless exempted)** of Rs.1180/- **(Rs. One thousand one hundred eighty only)** (non-refundable) should be paid through a separate demand draft drawn on any Scheduled bank favoring **“The Oriental Insurance Company Limited” payable at Faridabad** which must be enclosed with the **Technical Bid (Part – I un-priced) / Net Banking** as per details given and UTR No. is to be mentioned in Technical Bid. **The tenders for which Tender Fee has not been paid will not be entertained.**

Each tender **(until and unless exempted)** must be accompanied with a Bid Security Declaration in the prescribed format (Annexure XXII) Tenders submitted without Exemption Certificate/ Bid Security Declaration shall not be evaluated or considered.

As per the guidelines issued by Micro, Small and Medium Enterprises (MSME) below mentioned exemptions are provided to any tenderer who are registered as MSME:

Exemption for Tender Cost: As per MSME Policy circular dated 23.03.2012, MSEs registered under UAM scheme will be provided Tender free of cost. Bidder are required to submit valid UAM certificate and their claim for free tender cost will be considered for the service/ category for which they are registered as per UAM certificate. Decision of Bid evaluation committee will be final in the matter.

Note: Bidders are required to submit their MSME Certificate with the Technical Bid or at the time of purchase of tender from our office to avail exemption for tender fee. Bids without MSME Certificate will be treated as normal bidder. All other rules will be applicable on all bidders.

Instruction to Bidders

Instructions for Online/ Offline Bid Submission

- (a) Bidders should comply with rules and regulations of GeM portal for submission of Bids online.
- (b) The tender (containing separate sealed envelopes for **Technical Bid Part –I un-priced & Financial Bid Part – II priced**) should be submitted after keeping both in a **third sealed envelope** marked on top "**Tender for Providing Catering Services at OSTC, Faridabad**" with the name, address and telephone number of the Tenderer **at the bottom of the cover on the left side of the third envelope**. The complete sealed tender addressed to "Chief Manager, Oriental Staff Training College Sector-11 Faridabad" should be dropped in the locked tender box available at the reception on ground floor at OSTC, Faridabad up to **24.06.2022** till **03.00 PM**. OSTC shall not be responsible if the Tenders are delivered elsewhere or are not delivered on time due to postal or any other delays.
- (c) If there is any mismatch between the total value of the sealed envelope and the GEM portal, then the bid of the bidder will be rejected.
- (d) OSTC will not be liable of the any arithmetic error in the bill of material, and the GEM final number will be accepted as the Total cost of the Project.
- (e) If bidder misses or forgets to quote rates of any line item, then it is assumed that bidder will provide that service at zero cost to OSTC during contact period.

Tenders are not transferable under any circumstances. OSTC reserves the rights to accept, reject any or all Tenders without assigning any reasons thereof. OSTC reserves the right to disqualify such Tenderers who have a record of not meeting the contractual obligations against earlier contracts entered into with OSTC or with any Central or State Government Agencies.

All information with regard to any modification/amendment/extension of dates etc. in respect of this tender, till the entire process is completed, will be uploaded on Company's website:www.orientalinsurance.org.in.

Important information for tenderers:

i)	Issue of tender document	:	23.05.2022 to 24.06.2022
ii)	Tender document Fee (Non-refundable)	:	Rs.1180/- (Rs.One thousand one hundred eighty only)
iii)	Date & time of Pre-bid conference	:	20.06.2022 at 03.00 PM
iv)	Last date & time for submission of tender	:	24.06.2022 upto 03.00 PM
v)	Date & time of opening of Technical Bids	:	24.06.2022 at 03.30 PM
vi)	Date & time of opening of Financial Bids	:	Will be intimated to the Technically qualifying bidders at a later date
vii)	Earnest Money Deposit (EMD) (Basis of exemption for Bidders with MSME Certificate)	:	Bid Security Declaration as per format provided in Annexure XXII to be submitted

Name of Bank A/c (i.e. beneficiary)	The Oriental Insurance Company Limited
Name of the Bank	State Bank of India
Address of the Bank	Sector 11 Mathura Road Faridabad
Bank Branch Name	Faridabad Mathura Road
Account type	Current
Account No	55051698788
IFSC Code	SBIN0050106
Nine digit MICR Code No	110002755

Note: Technical Bid and Financial Bid can be downloaded from GeM Portal, as well as our Website under "Tender Section" from 23.05.2022.

Section 2

Eligibility Criteria

- 1) The Tenderer should be based at Delhi/NCR and operating their business in Delhi/NCR.
- 2) The Tenderer should have experience of last three out of five financial years (2016-17, 2017-18, 2018-19, 2019-20 & 2020-21) of Providing Catering Services to training College / Institute belonging to any Bank/ Insurance Company / PSU / Central or state Govt. Deptt. / Autonomous Body of repute where residential training facilities are available and all meals starting from bed tea / breakfast till dinner are provided.

NOTE: Providing Canteen services to any factory / Office established OR Mess Services to any School/ College / University hostels etc. shall not be reckoned as experience for this purpose.

- 3) The Tenderer should possess valid Provident Fund Registration Number under EPF Act 1952 with PF Deptt. in Delhi/NCR.
- 4) The Tenderer should possess valid ESI Registration Number under ESI Act 1948 with ESI Authorities in Delhi/NCR.
- 5) The Tenderer should obtain requisite permission/license for providing catering services from concerned department of Central/State/Municipal Authorities/any other authority and comply with the provisions of Food safety and Standards Act 2006 and Rules framed there under.
- 6) The applicant or any serving employee must have a Diploma / Degree in Hotel Management. In case of a partnership firm or company one of the partner or director as the case may be should have Diploma/ Degree.
- 7) The Tenderer should have minimum average annual turnover for the last three out of five financial years (2016-17, 2017-18, 2018-19, 2019-20 & 2020-21) of Rs.50.00 lac, in order to mitigate the effect of covid in the last 2 years.
- 8) The tenders (directly or indirectly) from any Contractor/Service Provider whose services have not been found satisfactory by OSTC authorities earlier shall not be entertained.
- 9) The tenders from bidders whose Technical Bid(s) were earlier rejected by OSTC on account of fake supporting documents etc shall not be entertained.

Section -3

Instructions to Tenderers

(The Tenderer/bidder must go through the complete Tender Document – Technical Bid and Financial bid including Terms and Conditions and Annexures there to and understand his/ her/ their responsibilities and obligations there under)

- 1) The Tenderer must be based in Delhi / NCR and operating their business in Delhi/NCR and must qualify the eligibility criteria as per Section 2 of the tender. The tenders not fulfilling this condition shall be summarily rejected.
- 2) Before tendering, the tenderer may visit the site where intended services are to be provided and satisfy himself/ herself /themselves as to the conditions prevalent at the site. No claim on this account shall be entertained by the OSTC under any circumstances subsequently.
- 3) Each bidder shall submit only one tender either by himself or as a partner in joint venture or as a member of consortium. If a bidder or if any of the partners in a joint venture or any one of the members of the consortium participate in more than one bid, their bids are liable to be rejected.
- 4) All the information as required in the tender document should be filled up in the relevant part and no column should be left unfilled. An incomplete tender document or tender document submitted without tender fee (if applicable) and Bid Security Declaration will be summarily rejected.
- 5) The tender must be submitted in two bids (Technical Bid- unpriced & Financial Bid- priced).
- 6) **The Technical Bid (Part – I un-priced)** – should be submitted on-line on GeM Portal as well as physically submitted in a sealed envelope and must have all the essential documents including Tender Fee in form of DD /UTR No. (if applicable) on any Scheduled bank in favour of “The Oriental Insurance Company Ltd.”, payable at Faridabad, failing which the tender will be deemed as non-responsive and disqualified for bidding process. The list of documents to be attached with Technical Bid is mentioned in Annexure-I **(Checklist for documents)**. The Tenderer must attach all the documents as per Annexure I, failing which his tender will be rejected.
- 7) **Financial Bid envelope (Part – II priced)-** should be submitted on-line on GeM Portal as well as physically submitted in an envelope sealed with wax/tape and consist of only the Financial Bid Part-II (Priced) of tender

document showing the rate quoted for Package per trainee officer per day. This rate will include Bed Tea , Breakfast , Pre - lunch Tea, Lunch, Post - lunch Tea, Evening Tea and Dinner. (See Annexure-X Menu of Meals and refreshment and quality of food materials – Annexure XII and all obligations under this Tender) The Service Provider/contractor must also give the bifurcation of the package rate quoted by him but the Tender will be finalized on the quoted package rate only.

- 8) For physical submission of tender (containing separate sealed envelopes for **Technical Bid Part –I un-priced & Financial Bid Part – II priced**) should be submitted in a **third sealed envelope** marked on top "**Tender for Providing Catering Services on contractual basis at OSTC, Faridabad**" with the name, address and telephone number of the Tenderer at the bottom of the cover on the left. The complete sealed tender addressed to Chief Manager, Oriental Staff Training College Sector-11 Faridabad should be dropped in the locked tender box available at the reception on ground floor at OSTC, Faridabad till **24.06.2022 up to 03.00 PM**. OSTC shall not be responsible if the Tenders are delivered elsewhere or are not delivered on time.
- 9) All overwriting/corrections should be clearly visible and duly signed by the tenderer.
- 10) Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will result in the rejection of bid.
- 11) Bids must be submitted in GeM Portal and received in OSTC, Faridabad at the address specified above but not later than the date and time stipulated in the Notice Inviting Tender. The OSTC may, at its discretion, extend the deadline for submission of bids in which case all rights and obligations of the OSTC and the Bidder will be the same.
- 12) Any bid submitted in GeM Portal and received by OSTC after the deadline for submission of bids, as stipulated above, shall not be considered.
- 13) Tenderer signing the tender must clearly specify whether he is signing as sole proprietor, partner, under power of attorney or as Director/ Manager/ Secretary etc., as the case may be.
- 14) The contract for Catering Services will be awarded for Initial period of three years w.e.f 01.11.2022 (the award letter will be provided to the service provider on yearly basis on satisfactory services) with provision of extension

of two years at the sole discretion of OSTC based on the satisfactory performance of contractor.

- 15) The rate quoted by the Service Provider/ contractor will be reviewed and revised in April and October every year on the basis of Average Consumer Price Index (Base year 2016=100) as mentioned in Annexure XVII. No other increase in rates for any reasons what so ever shall be allowed.
- 16) OSTC may at its discretion, amend/modify the tender and or extend the deadline for submission of tenders at any time prior to the last date for submission of Tenders. OSTC may for any reason, whether at its own initiative or as a consequence of Pre-Bid conference in response to a clarification requested by a prospective Tenderer, may modify the Tender documents by amendment and information thereof will be uploaded on GeM Portal and Company's website and shall be binding on all concerned. **All information with regard to the development/ status in respect of this tender, till the entire process is completed will be uploaded on GeM Portal and company's website.**
- 17) The amendments in the tender document, extension of date/ time etc. if any, shall be uploaded on GeM Portal and website of the Company and those amendments will be binding upon all concerned.
- 18) OSTC reserves the right to accept or reject any or all the tenders without giving any notice or assigning any reason and shall not be bound to accept the lowest tender. The decision of the OSTC in this regard shall be final and binding on all.
- 19) The Contractor / Service Provider shall not employ any person below the age of 18 years. The Contractor / Service Provider shall indemnify the OSTC & its representative(s) from and against all claims and penalties which may be suffered by the OSTC by reason of any default on the part of the Contractor / Service Provider to observe and / or in the performance of the provisions of Child Labour (Prohibition & Regulation) Act, 1986 OR any re-enactment or modification of the same.
- 20) The Technical Bids (Part – I unpriced) shall be opened **on 24.06.2022 at 03.30 PM** on GeM Portal and in the office of Oriental Staff Training College, Faridabad in the presence of Tenderers or their authorized representative(s) who wish to be present. The Financial Bids (Part – II priced) of only those Tenderers, whose technical bid is found responsive will be opened at a later date and time to be informed by the OSTC. The tender opening committee (TOC) of OSTC shall open the properly sealed tenders

only. Unsealed or improperly sealed tenders shall be rejected. Conditional bids will also be summarily rejected.

- 21) In case the last date of receipt/opening of tender, date of Pre-bid conference is declared a holiday the same shall be extended to the next following working day. The time and venue will remain the same.
- 22) All the **Financial Bids (Part – II Priced)** of Tenderers whose **Technical Bids (Part – I unpriced)** have been opened, will be sealed in one envelope acknowledged by Tender Opening Committee and will be kept in the official safe of OSTC till date of opening of the same.
- 23) The Tendering process shall be valid for a period of at least six months (180 days) from the date of opening of the financial bid. If the tenderer withdraws /amends / impairs /derogates from the tender in any respect during this period of validity of the offer, suitable action will be taken as per Bid Security Declaration. Incomplete, conditional tenders and e-mail/telegraphic tenders are liable to be rejected. The bidders whose technical bids have been found apparently responsive as per documents and information furnished vis a vis criteria laid down in the Tender Document will be short listed.
- 24) In order to satisfy itself about the nature and quality of services rendered by the tenderer, OSTC may depute its Committee of authorized representative to visit the institute/establishments mentioned by the bidder and evaluate as per ANNEXURE XXI. (Qualification will be on the basis of marks secured in various parameters as per the Annexure-XXI. The bidder has to secure minimum 60% (42 out of 70) to be eligible for qualification. OSTC reserves the right for relaxation in technical parameters scoring only in case of OSTC receives less number of bids).
- 25) OSTC may also arrange for verification of any document / testimonial submitted by bidder in support & compliance of technical criteria as laid down in the tender document. It will be mandatory for the bidder to extend full cooperation to OSTC so that necessary verification is completed without any delay. In case the bidder fails to cooperate or where after verification,

the documents submitted are found to be fake/ forged. Then his bid would be considered as non- responsive and their financial bids will not be processed further.

26)The Technical Bids of those bidders, where OSTC after its scrutiny inspection / investigation / verification is satisfied with regard to compliance of technical criteria as laid down in the Tender Document, will be declared as found responsive.

27)The Financial Bids (Part-II-Priced) of only those tenderers whose Technical Bids (Part-I-Un priced) are found responsive by OSTC, will be opened, further processed and evaluated.

28)OSTC will award the contract to the successful evaluated bidder whose bid has been found to be responsive and lowest (L-1) as per terms and conditions incorporated in this tender document.

29)OSTC will communicate the successful bidder by letter sent through **Courier/Speed Post/e-mail** that his bid has been accepted. This letter of award of work shall prescribe the package and bifurcated rates which OSTC will pay to the Service Provider/Contractor in consideration of the services by the contractor as mentioned in the tender document.

30)The successful Tenderer shall be required to submit Bank Guarantee on the prescribe format Annexure XXV / Fixed Deposit pledge in favor of "The Oriental Insurance Company Limited" for a sum of **Rs.6,00,000/- (Rupees Six Lac only) as Performance Guarantee**. This Performance Guarantee will be release to the contractor within 60 days of completion of the contract subject to

- (i) Satisfactory Performance of the Contract
- (ii) Deducting any dues payable to OSTC on whatsoever account
- (iii) Any deduction due on account of Contractors/Service Providers obligation under the contract and subject to such deductions as may

be necessary for making of OSTC's claim against the Service Provider.

- 31)The Service Provider/Contractor will be required to submit a **“No Dues” indemnity bond on non judicial stamp paper of requisite value duly notarized as per specimen enclosed in Annexure-V** after completion/termination of contract to claim refund of Performance Security amount.
- 32)The selected Service Provider shall be required to start the services in accordance with the time schedule specified in the work order issued by OSTC after acceptance of Tender. Extension will not be given except in exceptional circumstances. In case the services are not started on the stipulated date as indicated in the work order, OSTC reserves the right to cancel the work order and forfeit the Performance Security.
- 33)OSTC will debar Individual/Firm/Organization including its Partners/Shareholders /Directors who have been blacklisted/prosecuted by any departments/statutory bodies in any State or by any Court of Law. A non-blacklisting/prosecution declaration in the form of Affidavit as per Annexure VI is required to be submitted.
- 34)The Service Provider/Contractor shall facilitate to introduce and enforce necessary procedure and systems with the approval of OSTC to ensure efficient services.

Section- 4

Terms & Conditions

- 1)** The Contactor/Service Provider shall provide services to Company Executives / Employees and other visitors at OSTC as detailed in Annexure VII “Scope of Service- Main Services” of the Tender Document.
- 2)** The Contactor/Service Provider shall provide auxiliary services to OSTC as detailed in Annexure VIII “Scope of Services- Auxiliary Services” of the Tender Document.
- 3)** The services rendered by the Contractor/Service Provider must be in conformity to the “Standard of Service” as detailed in Annexure IX of the Tender Document.
- 4)** The menu of meals and refreshment/services shall be in conformity with the details mentioned in Annexure X of the Tender Document.
- 5)** The Special items to be provided on demand and payment thereof shall be as per Annexure XI of the Tender Document.
- 6)** The Contractor/Service provider shall ensure that the quality of food material used is in conformity to the Standards mentioned in Annexure XII of the Tender Document.
- 7)** The Contractor/Service provider shall ensure deployment of adequate number of Supervisor and workers as stated in Annexure XIII and shall ensure compliance of all the Terms & Conditions of the Tender Document in this regard.
- 8)** The Contractor/Service provider will arrange proper uniform to the Supervisor and Workers as per Annexure XIV of the Tender Document.
- 9)** In consideration of the services to be provided by the Service Provider/ Contractor and performance of the Contract, OSTC shall pay service charges to the Service Provider/ Contractor as per Annexure XV- Service Charges and Annexure XVI – Billing Process and Documents of the Tender Document.
- 10)** The Package and Bifurcated rates quoted in the Financial Bid shall be binding on the Contractor/Service provider throughout the period of contract. No increase for any reason whatsoever shall be allowable except as provided in Annexure XVII – Scheme for Revision of Rates.

- 11) The Contractor/Service provider will be provided utensils/ equipment/ crockery etc. as detailed in Annexure XVIII. All other utensils/equipments etc. are to be provided/ arranged by the Contractor/Service Provider. The bidders may inspect the site for familiarizing him/themselves with the availability of the above equipment/facility.
- 12) The Service Provider/ Contractor must ensure compliance of the provisions of Food Safety and Standards Act 2006, Food safety and Standard Rules 2011, Rules and Regulations of Central Govt./Haryana Govt./ local Municipal Authorities and other statutory requirements as relevant to running canteen and providing catering services in OSTC. In case any fine/penalty is imposed by any Central/State/Local authorities then it shall be the responsibility of the Service Provider/ contractor and any fine/penalty/legal expenses incurred by OSTC on this count shall be recoverable from the monthly bill and / or Performance Guarantee.
- 13) The authorized representative of OSTC will have authority to inspect such articles of food and provisions as being provided by the Service provider/ contractor and will have full powers to order discontinuance of use of certain food items/ raw materials and provision which are not as per specification mentioned in the Tender document or are found to be of unsatisfactory standard or on grounds of hygiene.
- 14) If the standard of services, as mentioned above or elsewhere in the tender document, are not maintained to the satisfaction of OSTC authorities, appropriate penalty will be imposed and amount thereof will be deducted from the monthly bill and or Performance Guarantee.
- 15) The Service Provider/ Contractor will be required to keep a Performance Guarantee of Rs.6,00,000/- (Rupees Six lacs only) as mentioned above.
- 16) In the event of the Service Provider/Contractor not fulfilling the conditions of the contract, OSTC reserves its right to forfeit the Performance Guarantee of Rs.6,00,000/- (Rupees Six lacs only) placed with OSTC hereinabove mentioned. The decision of the OSTC shall be final and binding on the contractor, in respect of such confiscation of the Performance Security of Rs.6,00,000/- (Rupees Six Lacs only).
- 17) Immediately after the award of work, the Service Provider/Contractor will apply for obtaining a certificate/license from the office of **The Assistant Labour Commissioner (Central) Faridabad** to employ workers at OSTC for providing Catering services and submit the relevant certificate **within one month** from the date of award of the work. Extension of time period and waiver of this certificate, if required, will be at the sole discretion of

OSTC depending upon the Statutory requirements as per the law applicable.

- 18) The regularity of the performance of the service will be of the essence and shall form a central factor, while evaluating the performance from time to time. The Service Provider/ Contractor shall take all possible steps to ensure to maintain its performance as determined by OSTC from time to time. If OSTC notice that personnel of the Service Provider/ Contractor has/have been negligent , careless in rendering the said services, the same shall be communicated immediately to the Service Provider/contractor who will take corrective steps immediately to avoid recurrence of such incidents and report to OSTC.
- 19) If any of the worker of the Service Provider/ Contractor indulges in theft, negligence or any illegal/irregular activities, the Service Provider/contractor shall take appropriate action against its erring worker and intimate accordingly to OSTC or OSTC itself can take action in accordance with law.
- 20) The Service Provider/ Contractor being the employer in relation to workers employed by it to provide the services under the terms and conditions shall alone be responsible and liable to pay wages/salaries to such persons. The wages/salaries shall be as fixed or prescribed under the Minimum Wages Act 1948 for the category of workers employed by it from time to time by the Chief Labour Commissioner (Central), Government of India, Ministry of Labour & Employment, or by the State Government as applicable and/or any authority constituted by or under any law. He will ensure compliance of all the relevant Labour laws.
- 21) The Service Provider/ Contractor shall issue identity cards on its own name and trading style to its employees deployed for rendering the said services, which at OSTC's option would be subject to verification at any time. The Service Provider/ Contractor shall submit copy of **I-Card and Adhaar card** of all the workers deployed by them. The OSTC may refuse the entry into its premises to any worker of the Service Provider/contractor for not bearing such identity card or not being perfectly uniformed as prescribed by OSTC.
- 22) The Service Provider/ Contractor will pay the wages as per the Minimum Wages Act and disburse the wages through ECS / Net Banking only.
- 23) The Service Provider/ Contractor shall at all times indemnify and keep indemnified OSTC against any claim on account of injury/disability/death of any of its workers caused while providing the services to OSTC which may be made under the Employees Compensation Act 1923 or any other Acts or any other Statutory modifications hereof or otherwise for or in respect of any

claim for damage or compensation payable in consequence of any accident or injury sustained by the workers of the Service Provider or in respect of any claim, damage or compensation under Labour laws or other laws or rules made there under by any person whether in the employment of the Service Provider/contractor or not who provided or provides the service at premises of OSTC.

- 24) The Service Provider/ Contractor shall at all times indemnify and keep indemnified the OSTC against any claim by any third party for any injury, damage to the property or person of the third party or for any other claims whatsoever for any acts of commission or omission of its employees or personnel during the hours of providing the services at OSTC's premises or before and after that.
- 25) In case the Service Provider/contractor discontinues the contract before the expiry of the period of contract, his Performance Security shall be forfeited.
- 26) OSTC reserves the right to cancel or terminate this agreement by giving thirty days notice in writing without giving or assigning any reason(s) for doing so, and in the event of the Service Provider/ Contractor wishing to terminate this agreement, the Service Provider/ Contractor shall have to give at least six months notice to OSTC in writing and in either event, the Service Provider/ Contractor shall hand over the peaceful and vacant possession of the space (accommodation) as provided in the tender. The Service Provider/ Contractor shall also hand over forthwith all the articles provided to them and no broken item(s)/articles(s) shall be taken back which must be replaced by the Service Provider/ Contractor or shall pay the cost thereof.
- (i) On completion of the contract, the Service Provider /contractor will submit an indemnity bond on Non Judicial stamp paper of requisite amount duly notarized regarding **"No Dues"** confirmation.
- (ii) In the event of the earlier termination by either parties to the contract or expiry of the contract, the 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 OSTC is able to make any alternative arrangement or OSTC has agreed in writing to allow the contractor to discontinue earlier.
- 27) OSTC will ensure that all payments due for services rendered by the Service Provider/ Contractor till the expiry or the earlier termination of the agreement shall be paid to the Service Provider/ Contractor within 30 days thereof after the submission of indemnity bond regarding "No Dues". **The specimen of the Indemnity bond is as per Annexure V.**

- 28)** All the workers deployed in OSTC should always be in uniform to be provided by Service Provider/Contractor. In case the workers are not found in proper uniform, the OSTC reserves the right to impose penalty and not allow such persons within the premises.
- 29)** The OSTC or its representative(s) shall be at liberty to check at any time, adequate deployment of workers by the Service Provider/Contractor.
- 30)** In case of any pilferage, theft of or breakage etc to the property/assets of OSTC, the Service Provider/ Contractor will be responsible for such losses. The OSTC will be at liberty to deduct the amount of such loss from the monthly bill/ Performance Security of the Service Provider/ Contractor after holding an enquiry. The decision of OSTC to this effect shall be final and binding upon the parties. In case of unsatisfactory performance and violation of any condition of the tender/ contract, the contract shall be liable to be cancelled and Performance Guarantee will be forfeited.
- 31)** The Service Provider/ Contractor shall not sub let the contract to any other concern/individual. The Service Provider/ Contractor shall itself perform the services and all obligations and duties as per tender/contract. Except with the prior written consent of the other party, neither the benefit nor the burden of the tender/contract shall be assignable by either of the parties except that OSTC may assign or transfer its rights and obligations under this agreement to any entity which acquires all or substantially all of the OSTC's operating assets or into which OSTC is merged or is reorganized pursuant to any merger or reorganization.
- 32)** Any dispute arising out of this contract including any clarification as to the intent or interpretation of any of the provisions of these terms and conditions, the same shall be first referred to/sought from the Principal, whose decision in the matters shall be final and binding on the Service Provider/ Contractor. Any other matter relevant to but not covered in the contract shall also be decided by making reference to the Principal, OSTC whose decision will be final and binding on the Service Provider/ Contractor. If the Dispute is not resolved through the reference made to the Principal, OSTC, a reference of the same shall be made to a Sole Arbitrator to be appointed by the Principal, OSTC Faridabad for adjudication of the same in accordance with the provisions of Arbitration & Conciliation Act-1996 and any statutory modifications there under from time to time. There shall be no objection if the Sole Arbitrator to be appointed is a Competent Officer of OSTC in the discretion of the Principal OSTC, Faridabad. The Service Provider/Contractor and OSTC shall make every effort to resolve any dispute or disagreement amicably by direct informal negotiations. However, in case of any unresolved issues / disagreements / disputes in

connection with the contract, the same shall be settled through Arbitration or through the Court of Law within the jurisdiction of Faridabad. The resultant contract will be interpreted under Indian Laws.

- 33)** The Service Provider/ Contractor shall comply with the instructions provided by OSTC from time to time relating to the performance of the services, duties and obligations under this agreement. The services rendered by the Service Provider/ Contractor shall be subject to regular review by OSTC and its decision as to the quality thereof shall be final and absolute.
- 34)** The Service Provider/ Contractor shall abide by the applicable OSTC rules, guidelines, policies and procedures at all times during the performance of the services and the regulations issued by the various Government Authorities under whose jurisdiction this agreement will fall, from time to time.
- 35)** The Service Provider/ Contractor shall raise the invoice/bill and OSTC agrees to pay such invoices/bills within 15 working days of receipt and acceptance of the invoice/bill, as per terms and conditions of the tender/contract. All payments to the Service Provider/ Contractor shall be made by ECS/NEFT/RTGS subject to deductions, withholding of all applicables, taxes and charges from time to time in force.
- 36)** The Service Provider/ Contractor represents and undertakes that:
- (i) It has full power and authority to enter into the agreement with OSTC and perform the services and it has the necessary expertise and equipment to duly perform the services under this agreement.
 - (ii) It shall render the services and perform its obligations and duties as per tender accurately and efficiently and in accordance with the instructions, specifications, procedures, standards, guidelines, time frame, as mentioned in this agreement, or as are issued from time to time by OSTC for the performance of the services to the satisfaction of OSTC.
 - (iii) It shall be responsible for its corporate and personal taxes if any, and shall indemnify and hold OSTC harmless for any liability in this connection.
 - (iv) It shall be responsible for ensuring that all workers engaged by the Service Provider/ Contractor to provide services to OSTC shall hold at all times the necessary expertise and shall abide by OSTC's instructions, specifications, procedures, standards, guidelines, and time frames at all times during the performance of the services.
- 37)** OSTC shall have the right to deduct from the money due to the Service Provider/Contractor, any sum required or estimated to be required, for

making good the loss suffered by any worker, by reason of non- fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deduction made from their wages which are not justified by their terms of the contract or non-observance of the Regulations.

- 38)** Nothing in this tender shall be deemed to create any partnership, joint venture, agency between OSTC and the Service Provider/ Contractor or their representatives and employees and nothing herein shall deem to confer on any party, any authority to incur any obligation or any liability on behalf of the other party. The Service Provider/ Contractor is an independent contractor and not an employee, agent, associate or authorized representative of OSTC and the Service Provider/ Contractor undertakes that it shall not undertake any obligation or liability in the name of or on behalf of OSTC whatsoever.
- 39)** Nothing in this tender shall by implication or expression be taken to mean or imply that any of the persons deployed, engaged as per **Annexure XIII** by the Service Provider/ Contractor for rendering the services, are employees of OSTC or engaged by OSTC. The Service Provider/ Contractor shall be deploying workers who shall be in sole employment of the Service Provider/contractor and Service Provider/contractor shall be solely and fully responsible for the acts, salaries, wages, remunerations or any other statutory liabilities or other payments of the workers. Under no circumstances shall OSTC be liable for any payment or claim or compensation [including but not limited to compensation on account of injury, death, termination] .In case any liability falls on OSTC for any reason, the Service Provider/ Contractor shall keep OSTC indemnified against the same. In order to give effect to this, **the Contractor shall incorporate suitable clause in the appointment letters to be issued to its workers mentioning that the workers are employees of the Service Provider/ Contractor.**
- 40)** The Service Provider/Contractor & the workers deployed by him at the OSTC Premises shall maintain confidentiality of any information in their possession during their working at OSTC & thereafter.
- 41)** The Service Provider/ Contractor shall allow OSTC, its management, auditors, regulators and/or agents, the opportunity of inspecting, examining, auditing and /or taking copies of the OSTC records with the Service Provider/ Contractor.
- 42)** The Service Provider/ Contractor shall wholly and solely be liable for all disputes and liabilities arising out of/while providing the services under this

contract for any purchases, any sample taken by Govt. Authorities or otherwise for any dispute under the Laws of the land, in any court of law.

- 43) The penalties towards lapses on the part of the Service Provider/Contractor or his workers on account of inadequate manpower, non-compliance of statutory requirements, non-performance and unsatisfactory services, non-wearing of uniform, non-display of identity card, misuse of any place including OSTC campus, entry of unauthorized person, non-receipt of call from OSTC representative(s), pilferage / damage / loss to OSTC property in any manner etc shall be imposed by the OSTC which will be final and binding on the Service Provider/Contractor.
- 44) If at any stage, it is revealed that the documents/certificates/testimonials submitted by the Service Provider/ Contractor are forged or have been manipulated, the work order issued to the Service Provider/ Contractor shall be cancelled and **Performance Guarantee** deposited with OSTC shall be forfeited without any claim whatsoever on OSTC and the Service Provider/Contractor shall be liable for action as appropriate under the relevant laws.
- 45) Without prejudice to any of the rights or remedies under this contract, if the Service Provider/Contractor dies, OSTC shall have the option of terminating the contract without compensation to the legal or other heirs of the Service Provider/ Contractor.
- 46) OSTC shall accept no liability explicit or implicit for, nor any financial or other consequences arising from, sickness, injury, damages or death of the personnel of the Service Provider/Contractor, of the staff members or agent or of any person performing on their behalf any work under the present contract, including the time spent in travel, nor for any damages which may arise by reason of the neglect or default of any of them.
- 47) The Service Provider/Contractor shall maintain proper records about the attendance of their staff in the prescribed format as given in the Contract Labour (Regulation and Abolition) Act, 1970 along with Contract Labour (Regulation and Abolition) Rules, 1971 and would ensure that adequate manpower is maintained. If due to any exigency, any worker is absent the Service Provider/ Contractor should take immediate steps to provide its substitute subject to the compliance of relevant Rules & regulations/laws/ Statute.
- 48) The Service Provider/Contractor will deduct ESI contribution and Provident fund contribution of the employees from the minimum wages of the workers at the rate as applicable from time to time and deposit the same with the

appropriate authorities along with Employer's contribution of ESI and PF as per the rate applicable from time to time.

- 49)** The Service Provider/Contractor himself or their authorized representative must visit the premises at least once in a week and/or whenever required and contact the person authorized by the OSTC to look into catering matters. Any deficiencies in the services should be rectified immediately when pointed out by such authorized person.

ANNEXURE- I

CHECK-LIST FOR DOCUMENTS TO BE ATTACHED TO TECHNICAL BID PART-I (UNPRICED) ENVELOPE

Please tick ()

Sr. No.	Documents to be attached	Yes	No
1	Proof of the tenderer being based in Delhi/NCR and their operation in these areas		
2	Bid Security Declaration as per format provided in Annexure XXII to be submitted. (Basis of exemption for Bidders with MSME Certificate)		
3	Separate demand draft / UTR No. of online transfer for Rs.1180/- issued by any scheduled bank in favour of The Oriental Insurance Co.Ltd., payable at Faridabad if the tender document is downloaded from GeM Portal / Company's website. (If applicable)		
4	Tenderer's self-attested copy of the PAN /TAN card issued by the Income Tax Department		
5	Self attested copy of GST Registration Number		
6	Self attested copy of valid Employee Provident Fund Registration number from concerned authorities of Delhi/NCR.		
7	Self attested copy of valid ESI Registration Number from concerned authorities of Delhi/NCR.		
8	Experience Certificates of at least three out of five financial years (2016-17, 2017-18, 2018-19, 2019-20, & 2020-21) of Providing Catering Services to training College / Institute belonging to any Bank/ Insurance Company / PSU / Central or state Govt. Deptt. / Autonomous Body of repute where residential training facilities are available and all meals starting from bed tea / breakfast till dinner are provided. Details to be furnished in annexure XIX. Providing Canteen services to any factory / Office established OR Mess Services to any School/ College / University hostels etc. shall not be reckoned as experience for this purpose. (Attach appropriate certificates for three out of five years i.e.2016-17, 2017-18, 2018-19, 2019-20 & 2020-21).		
	Experience Certificates of 2016-17		
	Experience Certificates of 2017-18		

	Experience Certificates of 2018-19		
	Experience Certificates of 2019-20		
	Experience Certificates of 2020-21		
9	Certificate of average annual turnover for the last three out of five financial years (2016-17, 2017-18, 2018-19, 2019-2020, & 2020-21) of Rs.50.00 lac (Attach proof of turnover duly certified by a CA as per annexure XX attached)		
	Certificate of annual turnover of 2016-17		
	Certificate of annual turnover of 2017-18		
	Certificate of annual turnover of 2018-19		
	Certificate of annual turnover of 2019-20		
	Certificate of annual turnover of 2020-21		
10	A certificate regarding non relationship of Service Provider/ Contractor with the employees of OSTC/Oriental Insurance Co.Ltd. as per Annexure-IV		
11	Self Attested copy of Registered Partnership Deed/Certificate of Incorporation and Registration Certificate where the tender is submitted on behalf of Partnership/Company/Society etc.		
12	Compliance Report as per given draft at Annexure-II		
13	Declaration in the form of affidavit that individual /firm/organization including its Partners/ Share holders/Directors were never blacklisted/prosecuted by any department/statutory authority in India or by any Court. Annexure-VI		
14	Tendering Agency's profile as per Annexure- III		

ANNEXURE- II

COMPLIANCE REPORT

To

Chief Manager
Oriental Staff Training College,
Sector-11, Mathura Road,
Faridabad-121006.

Sub: Tender for “Providing Catering Services on contractual basis at OSTC, Faridabad.

Dear Sir,

I/We certify that I/We have read the terms and conditions of the tender. I/We undertake that it is my/our responsibility to ensure that being the employer in relation to persons engaged/deployed by me/us to provide the services/activities under this tender as well as to make the payment of monthly wages/salaries, which in any case shall not be less than the minimum wages prescribed under the Minimum Wages , Act, 1948 as notified/revised by Chief Labour Commissioner (C), Ministry of Labour & Employment, Government of India or as fixed by Labour Department, Haryana Government, which ever 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 Dispute Act 1947 The Equal Remuneration Act 1976 Employees Compensation Act 1923 (Workmen’s Compensation Act 1923) , The Payment of Bonus Act 1965, Payment of Gratuity Act 1972, Child Labour (Prohibition & Regulation) Act, 1986 as applicable and as amended from time to time and or any other Rules framed there under from time to time by the Central or State Government and or any authority constituted by or under any law, for the category of persons deployed be me/us.

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

I/ We will also obtain License under Contract labour (R&A) Act, 1970 to run catering Services at OSTC, if applicable.

Certified that I/We have read over the tender document containing Section-I (Notice inviting Tender), Section -2 (Eligibility Criteria), Section-3 (Instructions to Tenderer) Section 4 (terms and conditions) and all Annexures attached to and forming a part of tender document. I/We have understood the contents of complete tender document (Technical Bid as well as Financial Bid).

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

Place:

Date:

Signature & Seal of the Tenderer

ANNEXURE- III

TENDERING AGENCY'S PROFILE

Affix duly Attested
P.P.Size recent
photograph of the
authorized representative
of the prospective bidder.

1.	Name & Registered Address of firm/Agency and Telephone numbers.	
2	Whether based in Delhi / NCR and Registered with ESI / PF and other statutory authorities in Delhi / NCR.	
3.	Registration No. of the Firm/Agency	
4	Name, Designation, Address & Tel. No. of contact person	
5	Landline Number, E- Mail Mobile Number	
6	Please specify as to whether tenderer is sole proprietor /Partnership firm / company or any other establishment.	
7	Name, Address and Telephone No. of Heads/ partners etc.	
8	PAN /TAN No. issued by Income Tax Dept.	
9	GST No.	
10	Provident Fund Account No.	
11	ESI Registration Number	
12	Details of Tender fee: (a) Amount: (b)DD No. / UTR No. (c) Date of issue: (d) Name of issuing Bank	
13	Name of the person if any to whom Authorization / Power of Attorney granted.	
14	Any other information	

ANNEXURE- IV

Participation of near relatives of employees in the tender

I / We / Our Organization, including our Partners/ Share holders/ Directors hereby certify that none of my/our relative (s) is/are employed in **Oriental Staff Training College/The Oriental Insurance Company Limited**. In case at any stage, if it is found that the information given by me/us is false/ incorrect, Oriental Staff Training College / The Oriental Insurance Company Limited shall have the absolute right to take any action as deemed fit without any prior intimation to me/us.

Place

Signature & Seal of the tenderer

Date :

ANNEXURE V

NO DUES CERTIFICATE

(To be submitted when the contract is cancelled/Terminated/ Completed for refund of Performance Security amount)

DEED OF INDEMNITY EXECUTED IN FAVOUR OF THE

ORIENTAL INSURANCE COMPANY LIMITED

(On Non Judicial Stamp Paper of Rs.100/-duly notarized)

This deed of indemnity executed on _____ at Faridabad by on behalf of (Name and address of the Catering Service Provider) (herein referred to as the Service Provider) favouring Oriental Staff Training College

(Herein referred to as the Principal) having their office at Bata Mor, Mathura Road, Sector-11, Faridabad witness as follows:

1. The Service Provider had been working for the Principal, OSTC at Faridabad for Providing Catering Services.
2. The Service Provider had made a Performance Security of Rs. _____ only) for providing Catering Services.
3. The Contract for providing Catering services on contractual basis has been completed by me on _____ or the contract has been terminated/ Cancelled by the Principal/Service Provider w.e.f. _____.
4. The Service Provider has paid all dues of the workers engaged in aforesaid Catering services and has also paid all the bills of the materials purchased from various vendors/suppliers for the purpose of the above mentioned Catering service under item No.1.
5. The Service Provider having satisfied the Principal that there are no outstanding dues of any sort and also that he has not caused any damage to the property of the Principal and on the request of the Service Provider the Principal has agreed to refund the aforesaid Performance Security of Rs. _____.
6. Now in the above premises and in consideration thereof Service Provider agrees and undertakes as follows:

- In the event of any dues to the workers found to be still unpaid or any amount found outstanding to the supplier of goods and articles purchased for the purpose of aforesaid Catering Services as provided under item No.1 or in the event of any damage, breakage or any other injury to the property of the Principal caused by the service provider or his workers, the Service provider/ contractor shall, on being required by the Principal, pay and make good all those dues or damages forthwith.
- In the event of delay of failure to pay or make good any amount in the above connection which the Principal has to pay or make good any such bills or incur any expenses or defend any proceedings with regard to the above Service Provider (Name of the Service Provider) hereby undertakes to indemnify the Principal against all claims, demands, expense, losses, proceedings and all liabilities of whatsoever nature.
- We hereby confirm that we have complied with our all statutory duties and obligations as mentioned in the Tender, Agreement as well as various statutes as applicable to the Contract labour.
- We also confirm having remitted all statutory deposits, as applicable, to the concerned authorities.

In witness whereof the Service Provider has signed his deed of indemnity at the place and date above mentioned in presence of following witness:

Witness:

1. Signature:

Name :

Address:

Signature of the Service Provider/Contractor

Seal

(Indemnifier)

2. Signature:

Name :

Address:

ANNEXURE –VI

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

Date:_____

I hereby depose that neither me nor our Organization
_____including our Partners/
Shareholders/ Directors **were ever blacklisted / prosecuted** by any
Organization / departments / statutory body(ies) in any State or by any Courts
of Law.

Witness:

(Tenderer) Deponent

Verification:

Verified at _____ on _____ and the contents
mentioned/stated above in this affidavit is true to the best of my knowledge
based on firm records and no information is hidden there from.

(Tenderer)

ANNEXURE-VII**“SCOPE OF SERVICES- MAIN SERVICES”**

The Service Provider/ Contractor will bear the Material cost and provide services as specified below

MEALS						
S.n	NATURE OF MEAL	SPECIFIED PERSONS	FREQUENCY	CONTENTS	GENERAL TIMING	VENUE
1.	BREAKFAST	TRAINEE OFFICERS, OSTC /GUEST FACULTY , AND GUESTS	DAILY AS REQUIRED	AS PER MENU SPECIFIED IN TENDER AND APPROVED BY OSTC	08.00 AM TO 09.30AM	DINING HALL
2.	LUNCH	---DO---	---DO--	---DO--	01.15 PM TO 02.15 PM	---DO--
3.	DINNER	TRAINEE OFFICERS GUEST FACULTY/ GUESTS STAYING AT OSTC	---DO---	---DO--	08.00 PM TO 09.30 PM	---DO---
REFRESHMENTS						
1.	BED TEA /COFFEE	TRAINEE OFFICERS GUEST FACULTY/ GUESTS STAYING AT OSTC	DAILY AS REQUIRED	WITH BISCUITS	06.00 AM	IN HOSTEL ROOMS
2	PRE-LUNCH TEA/COFFEE	TRAINEE OFFICERS, OSTC /GUEST FACULTY , AND GUESTS	---DO---	---DO---	11.30 AM OR AS DIRECTED BY OSTC	LOBBY ADJOINING THE CLASS ROOMS
3.	POST-LUNCH TEA/COFFEE	---DO---	---DO---	---DO---	03.30 PM OR AS DIRECTED BY OSTC	LOBBY ADJOINING THE CLASS ROOMS
4.	EVENING TEA/COFFEE	---DO---	---DO---	WITH SNACKS AS DIRECTED BY OSTC	06.00 PM OR AS DIRECTED BY OSTC	LOBBY ADJOINING THE CLASS ROOMS
5	TEA / COFFEE*	OFFICERS & STAFF AT OSTC	-do-	WITH BISCUITS	11.00 AM & 3.00 PM	OFFICE PREMISES

*** In addition Tea/ Coffee /Biscuits will be required to be served for visiting guests also during office hours and the Service Provider/Contractor shall provide such services as and when required beyond general service hours mentioned above to meet the specific requirements of OSTC**

ANNEXURE VIII

SCOPE OF SERVICES- AUXILIARY SERVICES

The Service Provider/ Contractor will bear the Material cost and provide the following services :

S R. N O.	NATURE OF SERVICE	SCOPE OF SERVICE	FREQUENCY	TIMING
1.	CLEANING OF THE DINING HALL	SWEEPING,DUSTING,WIPING,WASHING,POLISHING OF THE ENTIRE DINING HALL,ALL FURNITURE AND FIXTURES, WINDOWS AND WINDOW PANES, ALL ELECTRICAL ITEMS VIZ: FANS, EXHAUST FANS, AIRCONDITIONERS, FRIDGE, LIGHTS,PAN MARY ETC.	BEFORE AND AFTER EVERY MEAL	TO BE FIXED BY THE CONTRACTOR WITH APPROVAL OF OSTC
2.	CLEANING OF THE KITCHEN	SWEEPING,DUSTING,WIPING,WASHING,POLISHING OF THE KITCHEN, ALL UTENCILS AND PLATES, WINDOWS AND WINDOW PANES, ALL ELECTRICAL EQUIPMENTS AND ITEMS VIZ: FANS, EXHAUST FANS, LIGHTS,DEEP FREEZER, MIXER, GRINDER, CHIMNEY ETC.	DAILY AT REGULAR INTERVALS	--DO--
3.	CLEANING OF THE WASH ROOM	SWEEPING,DUSTING,WIPING,WASHING,POLISHING OF THE WASH ROOM, WINDOWS AND WINDOW PANES, TAPS AND SOAP CONTAINER, MIRROR AND ALL ELECTRICAL EQUIPMENTS AND ITEMS VIZ:EXHAUST, LIGHTS, HAND DRYER ETC.	DAILY AT REGULAR INTERVALS	--DO--
4.	DORMITORY FOR THE WORKERS / SUPERVISORS OF THE	SWEEPING,DUSTING,WIPING,WASHING,POLISHING OF THE DORMITORY ROOMS, BATHROOMS, MIRROR AND ALL ELECTRICAL EQUIPMENTS AND ITEMS VIZ:EXHAUST, LIGHTS, COOLERS	DAILY	--DO--

	CONTRACTOR	ETC		
5.	GARBAGE DISPOSAL	COLLECTION OF LEFT OVERS AND OTHER GARBAGE FROM THE KITCHEN, DINING HALL AND DORMITORY AND ITS DISPOSAL TO THE PROPER DUMPING GROUND OUTSIDE THE CAMPUS. AS PRESCRIBED/PERMITTED BY LOCAL MUNICIPAL AUTHORITIES	DAILY AT REGULAR INTERVALS	--DO--
7.	SERVING TEA / COFFEE	TO SERVE TEA / COFFEE TO GUESTS AND GUEST FACULTY MEMBERS AS REQUIRED	ON ALL DAYS AS REQUIRED	--DO--

ANNEXURE-IX

“STANDARD OF SERVICE”

1. The Service Provider/ Contractor must ensure compliance of the provisions of Food Safety and Standards Act 2006, Food safety and Standard Rules 2011, Rules and Regulations of Central Govt./Haryana Govt./ local Municipal Authorities and other statutory requirements as relevant to running canteen and providing catering services in OSTC. In case any fine/penalty is imposed by any Central/State/Local authorities then it shall be the responsibility of the Service Provider/ contractor to bear the same and any fine/penalty/legal expenses incurred by OSTC on this count then it shall be recoverable from the monthly bill and / or Performance Guarantee.
2. The Service provider/ contractor shall ensure that the kitchen, dining hall and washroom are well maintained and properly cleaned for absolute hygiene and shall not permit litter of garbage/refuse etc. anywhere including the washbasin, lavatories and open space.
3. The Service provider/ contractor shall be responsible for disposal of Garbage, waste etc. to a proper dumping ground as prescribed/permitted by Local Municipal authorities, at his cost and resources.
4. The food items and eatable served to the trainee officers, faculty members, staff & guests, shall be of quality as specified in **Annexure-XII** and shall be prepared and served under hygienic conditions. The service provided to the officers and others shall be prompt, courteous and orderly. The staff of the Service provider/ contractor should be healthy, properly dressed in neat and clean uniform, well behaved and properly trained to carry out the services required of them.
5. The authorized representative of OSTC shall have the authority to inspect such articles of food and provisions being provided by the Service provider/ contractor and will have full powers to order discontinuance of use of certain food items/ raw materials and provision which are not as per specification mentioned in the Tender document or are found to be of unsatisfactory standard or on grounds of hygiene.
6. The Service provider/ contractor shall maintain a register of complaints and suggestions in the canteen displayed prominently, where the trainee officers/ guests /authorized officials of OSTC can register their complaints/views. The Service provider/ contractor will put their own comments /observations on the entries made in the register regarding

follow-up action taken on complaints and produce the register to designated officers of OSTC on a regular basis for verification.

7. All catering services being provided in the dining hall should be organized as per the timings given in **Annexure VII** of Tender Document or as per modified timings advised by designated officer of OSTC.
8. Vegetarian and non-vegetarian cooking shall be done separately and dishes should also be served separately.
9. In case of an officer being on fast or being sick, the Service provider/ contractor shall supply suitable food to such officer as per request, within the cost of normal menu.
10. All left-over food should be properly and promptly disposed off and must not be served again in any manner or form.
11. Bed tea or coffee, as desired by any trainee officer is to be served in the Hostel rooms in flasks arranged in trays containing cups, spoons, coffee/Tea Bags, sugar, hot water with milk and biscuits etc.
12. Dining Table should be covered with table cover and it should have water jug, drinking water glasses, napkins, salt and pepper containers, spoons, knife, fork and quarter plate etc properly arranged to seat four persons or more as per requirement.
13. Although there will be self service by the officers, but the Service provider/ contractor should have sufficient number of workers for serving the officers.
14. The soap containers in the washroom should have sufficient liquid soap of standard make and clean towels for every meal.
15. Only fresh vegetables and fruits should be used.
16. Chicken, mutton, fish and egg should be fresh and kept in deep freezer.
17. Cleaning material used should be of good quality.
18. If the standard of services ,as mentioned above or elsewhere in the tender document , are not maintained to the satisfaction of OSTC authorities, appropriate penalty will be imposed and amount thereof will be deducted from the monthly bill and /or Performance Guarantee.

ANNEXURE- X**“MENU OF MEALS AND REFRESHMENT”**

1. The menu for all meals and refreshment to be offered everyday will be prepared for a period of one month / fortnight/ weekly and submitted to designated officer of OSTC well in advance, for approval. The menu thus approved shall be displayed in the dining hall for each meal. OSTC has the right to change/amend any item of the menu at any time, depending on need.
2. The menu for the various meals/refreshments shall be as under:

SR.N O.	MEAL/REFRESHMENT	ITEMS TO BE PROVIDED	FREQUENCY
01.	MORNING TEA/COFFEE (Bed Tea)	ONE POT HOT WATER,TWO SACHETS OF TEA/COFFEE, SKIMMED MILK SACHETS, SUGAR /SUGAR FREE SACHETS , SLICED PIECES OF LEMON AND TWO VARIETIES OF BISCUITS.(SWEET OR SALTED AS PER REQUIREMENT) PER PERSON	EVERYDAY OF STAY AS PER THE TIME SPECIFIED BY OSTC
02.	BREAKFAST	(1)CORN FLAKES / DALIA WITH MILK (2)BREAD, BUTTER, JAM (3) BOILED EGG/ OMELETTE (4) ONE NORTH INDIAN ITEM CONSISTING OF PAO-BHAJI / STUFFED PARANTHA WITH CURD / PLAIN PARANTHA WITH SABJI / CHHOLEY BHATURE / POHA / CHHOLE OR ALOO PURI / KULCHE CHHOLLE / CHEELA OR SUCH OTHER ITEM (5) ONE SOUTH INDIAN ITEM CONSISTING OF IDLI/ VADA/ DOSA/ UTTAPAM / UPMA OR SUCH OTHER ITEMS WITH COCONUT CHATNI AND SAMBHAR (6) FRESH FRUITS (7) TEA/COFFEE AS PER NEED.	AS PER NEED WITH MINIMUM 20 GMS OF BUTTER AND 20 GMS JAM PER PERSON ON EVERYDAY OF STAY AS PER TIME SPECIFIED BY OSTC
03.	PRE -LUNCH AND POST -LUNCH TEA	TEA OR COFFEE IN SACHETS WITH SEPARATE MILK, SUGAR /SUGAR FREE, SLICED PIECES OF LEMON AND TWO VARITIES	EVERYDAY OF STAY AS PER TIME SPECIFIED BY

		OF BISCUITS (ONE SWEET & ONE SALTED).	OSTC
04.	LUNCH AND DINNER	1)VEGETABLE SOUP (2) TWO VEGETABLE DISHES ONE OF THEM A PANEER DISH (3) DAL (4) BASMATI RICE PULAO (5) BOILED RICE (6) CHICKEN / FISH / MUTTON DISH (7) CURD / RAITA (8) TAWA CHAPATI/ ROTI (9) SALAD (10) PICKLES (11) PAPPAD (12) RASAM AND (13) DESSERT.	EVERYDAY OF STAY AS PER THE TIME SPECIFIED BY OSTC WITH NON-VEG HAVING CHICKEN ON THREE DAYS, MUTTON ON TWO DAYS, FISH ONE DAY AND EGG ONE DAY ONLY (CAN BE CHANGED AT THE DISCRETION OF OSTC) .
05.	EVENING TEA	TEA OR COFFEE IN SACHETS, WITH SEPARATE MILK, SUGAR /SUGAR FREE, SLICED PIECES OF LEMON AND SNACKS SUCH AS PATTIES/ BONDA / CUTLETS / SAMOSA / KACHOURI / PAKORA (PANEER, BREAD, VEGETABLE) / MATHRI / SANDWICH / DAL VADA OR ANY OTHER ITEM AS PER NEED OF OSTC.	EVERYDAY OF STAY AS PER THE TIME SPECIFIED BY OSTC

Notes:

DAL – Means any Dal including Rajma, Black Gram, White Gram/ Kadhi Pakora etc.

VEGETABLES – Means any seasonal vegetable including Sarson/ Palak & Methi Saag

DESSERT(for Lunch) – Gulab Jamun/Rasgulla/Ice Cream/Fruit cream/Gajar, Moong Dal halwa/ Seasonal Fruit/ fruit plate/ Any other sweet item as approved by OSTC

DESSERT (for Dinner) – Rice Kheer/Sevian/Fruit custard/Suji halwa/Ice cream/ Seasonal Fruit/ fruit plate /Any other sweet item as approved by OSTC

ANNEXURE XI**Special items to be provided during Lunch/ Dinner as per the requirements of OSTC**

The Service Provider/contractor will provide the following special item(s) as and when required and the per head cost of each such item shall be @ 20% (Twenty percent) of the per head Lunch or Dinner rates quoted in the Financial Bid depending upon whether the item is ordered during lunch or dinner.

S. no.	Item
1.	Chaat Paapdi/Paani Puri/Aloo Tikki
2.	Dahi Bhalla
3.	Spring Roll
4.	Noodles /Chowmein
5.	Manchurian/Chilli Chicken/Chilli Paneer
6.	Fried Fish/Fish Tikka
7.	Seekh Kabab
8.	Tandoori/ Naan/ Makki/ Missi Roti
9.	Any additional Dal/ Vegetable from the main menu
10.	Any other item as advised by OSTC

ANNEXURE- XII

“QUALITY OF THE FOOD MATERIAL”

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

RICE – Whole Grain Basmati (Lal Quila, Kohinoor, Dawat, India Gate) or equivalent.

FLOUR - Ashirwad, Shakti Bhog, Pilsbury or equivalent (Agmark)

PULSES & BESAN – Rajdhani, Shaktibhog or Equivalent

DESSERT –

(1) The items such as Rasgulla, Gulab Jamun and other sweets are to be purchased from shop approved by OSTC

(2) moong dal halwa, gajar halwa, sooji halwa are to be prepared in desi ghee,

(3) Kheer, sevan, fruit custard are to be prepared in milk.

(4) Fruit cream to be prepared with Mother Dairy/Amul cream.

BISCUITS - Standard make of good quality like Britannia/Parle/ ITC/ Sunfeast/ bakery biscuits as per choice of OSTC.

COOKING MEDIUM- Refined Soya oil/ ground nut oil/ vegetable oil / mustard oil /sun flower oil/ desi ghee of standard brand (Agmark)

SAUCE (TOMATO/CHILLY), Kissan/Maggie/ Heinz/Delmonte or equivalent

SPICES–MDH/EVEREST/ASHOKA/CATCH/ BADSHAH or equivalent(Agmark)

PICKLE – Mother’s Recipe, Tops, Pachranga

SALT (Iodized) – Tata/ Annapurna/ Nature Fresh

SALT & PEPPER ON DINING TABLES- Catch

CURD - To be prepared of Mother dairy/Amul/Parag milk or equivalent

PANEER - Mother Dairy/Amul/Parag or of any other standard quality to be purchased from shop approved by OSTC.

CHICKEN, MUTTON & FISH –To be purchased from shop as approved by OSTC

BREAD -Britannia, Harvest Gold, Perfect or equivalent.

CORN FLAKES - Mohan Meakin, Kellogs, or equivalent

MILK - Mother Dairy/Parag/Amul or equivalent

TEA/TEA BAGS - Brooke Bond, Taj Mahal, Lipton, Tata Tetley/Wagh Bakri or equivalent.

COFFEE –Nescafe/Bru or equivalent.

JAM -Kissan/Nafed/ or equivalent

BUTTER -Amul, Mother Dairy, Parag or equivalent.

PAPAD -Lijjat or equivalent

ICE-CREAM: Kwality, Mother Dairy, Vadilall/Amul or equivalent.

FRUITS/VEGETABLES – Should be fresh and not over ripe.

Note: The list is illustrative and not exhaustive and OSTC may provide Standards of quality of raw material or food material from time to time.

ANNEXURE-XIII

“DEPLOYMENT OF SUPERVISOR AND WORKERS

1. The Service Provider/ Contractor will be required to deployed adequate number of workers/ waiters as required by OSTC for any regular or special meetings or programmes etc. The Service provider/Contractor will also be required to obtain License under Contract labour (R&A) Act, 1970 to run catering Services at OSTC, if applicable.

2. The Supervisor and other workers to be deployed should have necessary qualifications and/ or experience. The Supervisor should have working knowledge of English and Hindi and other workers should have working knowledge of Hindi.

3.The Supervisor and workers deployed by the Service Provider /Contractor should be healthy , free from any communicable disease , medically fit for handling food and certified for fitness before employment. They will be subject to medical examination and statutory vaccination as and when required and the expenses thereof, if any, will be borne by the Service Provider/contractor.

4.Supervisor shall oversee all the affairs of catering at all times and specially during meal times. This person should have full authority and resources for efficient running of catering service.

5.The Service Provider/ Contractor shall ensure that the working hours of the Supervisor and workers are regulated in such a manner that total number of working hours per worker in a day do not exceed as stipulated under the Minimum Wages Act 1948 and other Labour Laws in force including rules framed there under.

6.On receipt of work order, the Service Provider/ Contractor will supply bio-data duly certified along with photograph of all the persons to be deployed at OSTC. In case of replacement of workers / supervisor, his certified Bio data should be immediately submitted to OSTC.

8.OSTC reserves the right to expel any worker of the Service Provider/ Contractor who is found guilty of misconduct.

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ANNEXURE-XIV

Uniform for Supervisor and Workers

The Service Provider/Contractor will arrange to provide winter and summer uniform along with shoes to Supervisor and other workers within 15 days of award of work. The design /colour/ quality/fabric of the uniform and the brand of shoes to be provided will be approved by OSTC.

The cost of the uniform and shoes for the Supervisor and workers will be reimbursed by OSTC to Service Provider/Contractor on actual basis. The Service Provider/Contractor has to ensure that the uniforms are maintained properly and always kept neat and clean by their workers.

The Contractor / Service Provider shall provide uniform (Two shirts ,Two trousers, Two pairs of socks , One *apron* , One belt , one pair of shoes or Sandals or Chappals, one Jacket or Sweater per year) to the Supervisor / Workers deployed by them at OSTC. Reasonable actual cost of uniform as decided by OSTC, will be reimbursed to the Service Provider/Contractor. The cost of premature replacement will be borne by the Service Provider/contractor. The Service Provider/ Contractor shall be responsible for washing/ironing/maintenance of the Uniform and expense thereof shall be borne by Service Provider/contractor.

Accordingly, provision thereof may be kept while quoting the rates in the financial bid.

ANNEXURE-XV

“SERVICE CHARGES”

[COST OF FOOD, REFRESHMENT AND SERVICES]

The Service Provider/Contractor will be paid the cost of Meals and/refreshments at the rate quoted in the Financial Bid subject to following provisions:

1. The package rate per day per trainee officer will be payable based on the actual meals taken by the trainee / participants as per OSTC records. Payment in respect of Trainee/ permanent Faculty of OSTC, Guest faculty, Guests or other employees/Officers of OSTC/Company will be as per bifurcated rates on the basis of actual refreshment/meals taken. The Service Provider/contractor has also to maintain a record of the same.
2. However, in case the trainee officer remains away from the Oriental Staff Training College and does not avail the catering facility for any meal from Bed tea to Dinner, it will be treated as “Missing Meal” and no payment shall be made to the contractor for such ‘Missing meals’.
3. During break days i.e. when there is no training programme, the Service Provider/contractor will be paid a sum of Rs.2,000/- (Rupees Two Thousand) per day as compensation towards standing expenses. The Service Provider/Contractor will provide refreshments/meals etc., as required by OSTC, to its Faculty/officers/guests irrespective of number of persons and for this payment will be made as per item 1 above on actual basis.
4. The rate quoted shall be inclusive of all overheads but taxes like GST as per applicable rates, will be reimbursed by OSTC.
5. Necessary statutory deductions such as TDS, surcharge, Education cess, Higher Education cess and any other such deduction as applicable will be made from the monthly bill.
6. The rate quoted by the Service Provider/ contractor will be reviewed and revised in April and October every year on the basis of Average Consumer Price Index (Base year 2016=100) as mentioned in Annexure XVII
7. The Service Provider/ contractor has to ensure compliance of Minimum Wages Act 1948 (as per wages notified/ revised by Chief Labour Commissioner-Central, Ministry of Labour and Employment, Government of India) or as fixed by Labour Department, Haryana Government, which ever is applicable and Payment of compensation for Overtime/weekly off/National holiday/Any other holiday as applicable and amended from time to time. The Service Provider/ contractor will also comply with the requirements of various statutes, relevant to this contract, such as Contract Labour (Regulation and Abolition) Act, 1970, Contract Labour /(R&A) Rules, 1971, EPF Act,1952, , ESI Act (1948) The Industrial Dispute Act 1947 The Equal

Signature and Seal of the Tenderer

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, Food Safety and Standards Act, 2006, as applicable and as amended from time to time and or any other Rules framed there under from time to time by the Central or State Government and or any authority constituted by or under any law, for the category of persons deployed .

8. The Service Provider/Contractor will declare that he/they have made all statutory payments to his/their workers/supervisors by the stipulated date and thereafter will raise the monthly bill and claim payment from OSTC Faridabad (subject to deduction of statutory taxes as applicable) . It is a condition precedent to the payment of contractor's bill by OSTC that they must have paid all wages/dues and statutory contributions etc. in respect of their workers deployed at OSTC.
9. The Service Provider/contractor will provide special item(s) as mentioned in Annexure XI as and when required and per head cost of each such item shall be @ 20% (Twenty percent) of the per head Lunch or Dinner rates quoted in the Financial Bid depending upon whether the item is ordered during lunch or dinner.
- 10.Refreshments/meals etc. shall be provided as required by OSTC to its Faculty/officers/guests irrespective of minimum number of persons, for which payment will be made as per bifurcated rates mentioned in the financial bid on actual basis.
- 11.The Service Provider/ contractor will provide tea/coffee with 2 biscuits each to the staff of OSTC/visitors in office at the rate of Rs.12/- per head per occasion. The timings for providing the same shall be 11 A.M. and 3 P.M. on all working days and also as per specific needs of OSTC. The quality of tea/coffee and/ or biscuits provided to staff of OSTC/visitors in office shall be strictly the same as provided to officers/trainees.
- 12.The rates for any item not specified in the Tender/Financial bid will be decided after mutual negotiations.
- 13.Crockery, cutlery, serving bowls and containers for tea/coffee/milk/sugar sachets etc. will be provided by OSTC. Any annual loss/breakage/damage up to the extent of 10% in respect of such items only shall be permissible and any loss / breakage/damage beyond 10% shall be made good by the Service Provider/ contractor.
- 14.Napkins, salt(catch) and pepper(catch) shall be provided by the Service Provider/contractor on each table in the Dining Hall as per demand and requirement.
- 15.LPG cylinder will be provided by OSTC but the cost of refilling (fuel/LPG) shall be borne by the Service Provider/contractor. . The Contractor shall take LPG refills from the Agency which has provided LPG connections to OSTC. No charges for providing equipments and facilities by OSTC as

provided in Annexure-XVIII will be taken from the Contractor/ service provider.

16. Water and electricity shall be provided by OSTC free of cost.
17. Accommodation, subject to availability, will be provided for a few workers of the Service Provider/contractor to provide late night and early morning service.
18. Cost of cleaning material for cleaning of Dining Hall, Kitchen, Wash room, as mentioned in Annexure VIII Auxiliary services shall be borne by the Service Provider/Contractor. OSTC will provide liquid soap and towel for washroom of canteen.

ANNEXURE-XVI

BILLING PROCESS AND DOCUMENTS

S.N.	REQUIREMENT	TIMELINE	INFORMATION REQUIRED	SUPPORT DOCUMENTS
1.	Bill for charges.	To be raised every month.	Following information is required in the bill a) Bill No./date clearly written b Training/Meeting Batch (s) (Session Number) c) Training/Meeting Batch(s) start date and end date d)No. of trainee officers / Faculty Members / Guest billed for e)Billing Rate f) GST, will be reimbursed as per applicable rates g)PAN Number h) any other information prescribed by OSTC..	a) Details of Number of daily refreshment/meals served to the permanent faculties of OSTC, Guest, outside faculties, employees and officers of OSTC as per format. b) Photocopy of missing meals and No Meal register maintained at the reception. c) Photocopy of the check-in and check out register of the trainee officers maintained at the reception. g) Any other document as required by OSTC.

PAYMENT CRITERIA

S.N	PAYMENT MODE	PAYMENT AGAINST	TIMELINE	DEDUCTIONS
1.	ECS	Bill raised for charges.	Within 15 days From receipt of bill.	Deductions, if any, will be made as per Tender and Agreement

ANNEXURE XVII

Scheme for revision of rates quoted in the Financial Bid

The package & other rates quoted by the Service Provider/Contractor in the Financial bid will be revised every year in April and October, subject to satisfactory performance by the Service provider/contractor on the basis of Average Consumer Price Index (Base year 2016=100 having **current Index figure as 125 published in April 2022 for the month of February 2022**). Initially the first revision in rates will be made effective **from 01.10.2022 (based on Index figure published in October 2022 for the month of August 2022)** and thereafter it will be revised on 1st April (based on Index figure published in April for the month of February) and 1st October (based on Index figure published in October for the month of August) every year.

While calculating the %age increase in the package and other rates the Average Consumer Price Index (Base year 2016=100) figure as published in the month of submission of financial bid by the Service Provider/ Contractor will be taken into account. Thereafter the Average Consumer Price Index (Base year 2016=100) figure as on **30th September, 2022/ 1st October, 2022(based on Index figure published in October 2022 for the month of August 2022)** will be taken into account and after comparison the %age rise in the said price index figure rounded off up to two decimal points will be calculated.

To illustrate, assuming the price index published in the month of submission of financial bid is 126 and as on **30.9.2022/ 1.10.2022, presuming it comes to 131 (based on Index figure published in October 2022 for the month of August 2022)**. It means that the index has risen by 10 points after submission of the financial bid which is a 4% rise ($5 / 125$ % rounded off up to two decimal points).

As a result of this rise in Index, the package & other rates quoted in the financial bid will get automatically increased by 4% **w.e.f. 01.10.2022**. To give effect to this, the Service Provider/ contractor will prepare his monthly bill for the month of October, 2022 onwards based on the rates mentioned in the financial bid and in the end the bill will be loaded by 4% with the remarks “increase in rates due to increase in Price index” and claim the amount accordingly. The loading due to increase in Price Index, will apply on all rates i.e, package rates, break-days, Special items, Staff morning & evening Teas, Faculty/Guest faculty breakfast, lunch and dinner rates. The rate quoted shall be inclusive of all overheads. However, GST which the Bidder / Contractor charges extra will be reimbursed by OSTC.

This procedure will be followed in the month of April and October every year during the currency of the contract comparing the price index of the respective preceding months with the price index at the time of submission of Financial Bid. (Base rate 2016=100 CPI rate in February 2022=125)

Note: There will not be any downward adjustment of rates on account of reduction of ACP Index figure in any period.

ANNEXURE-XVIII**“EQUIPMENTS & FACILITIES”**

SR.NO.	FACILITY	QUANTITY
01.	Water	As per requirement
02.	Electricity	As per requirement
03.	Cooking gas connection	6 connections with 6 Regulators
04.	Gas cylinders with regulators	13 Cylinders
05.	Utensils	18 ltr. Cooker -01, one tawa, 10 aluminum drums, one mixer/grinder
06.	Gas Stoves	3 burner stove-01, two burner stove-01, one burner stove - 01
07.	- Deep freezer	02
08.	- Refrigerator	01
09.	Dal/rice grinder machine	01
10.	Geysers -	01
11.	Bhatti	01
12.	3 Bain Marie (Hot & cold)	Three (8+2+2)
13.	Hot water / milk / tea urns -	04
14.	Electrical and other Furniture, fixtures	As available
15.	Toaster (Sandwich maker)	02
16.	Toaster(Griller)	01
17.	Soup Container	02
18.	Tea Trolley	01
19.	Dust bins (Drums)	04
20.	Steel tubs for used plates	02

Note: The Bidder may inspect the site for familiarizing themselves with the availability of the above equipment/facility All other cooking utensils /equipment are to be arranged by the Service provider/Contractor.

ANNEXURE – XIX**Details of Experience**

Financial Year	Name of the Organization with complete address mentioning Pvt Sector / Govt Body/ PSU / Training Institute etc	Name and Designation of the contact person with Tel. No. / Mob No./ Email ID	No. of persons deployed by your firm / Company	Nature of work & annual turnover from this client.	Date of Certificate attached
2016-17	1				
	2				
	3				
2017-18	1				
	2				
	3				
2018-19	1				
	2				
	3				
2019-20	1				
	2				
	3				
2020-21	1				
	2				
	3				

Signature and Seal of the Tenderer

ANNEXURE – XX

(Certificate of Annual Turnover to be furnished on the letter head of the bidder duly certified / counter sign by their Chartered Accountants)

Annual Turnover Statement

Financial Year	Annual Turnover in Rs.
2016-17	
2017-18	
2018-19	
2019-20	
2020-21	

Signature of Bidder

Signature of Chartered Accountant

ANNEXURE – XXI

TECHNICAL PARAMETERS FOR CATERING SERVICES-2022

PARAMETERS	MAX MARKS	SCORE
1. CONSTITUTION NAME:		
Public Ltd. Co.	10	
Pvt. Ltd. Co.	08	
Partnership firm	06	
Proprietorship/ Individual	02	
2. EXPERIENCE		
>15Year	15	
>10 Year	10	
>5 Year	05	
3. ANNUAL TURN OVER (EXCLUSIVELY IN CATERING SERVICES)		
>2 Crores	10	
>1 Crores but <2 Crores	08	
>50 Lacs	06	
4. CERTIFICATION		
ISO CERTIFIED	10	
NOT CERTIFIED	05	
5. INSPECTION OF FACILITIES ETC. (To be decided by Committee based on field visit)		
Maximum	25	
MAXIMUM MARKS	70	

Annexure-XXII

Bid Security Declaration

To,

Chief Manager
The Oriental Insurance Company Limited.
Oriental Staff Training College
Sector 11, Bata Mod, Mathura Road
Faridabad (Haryana)- 121006

Sir/Madam,

Reg: Tender for providing Catering Services on contractual basis at OSTC Faridabad

I/We, the undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a. have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b. having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Name: _____

Designation: _____

Date: _____

Signature: _____

Company Seal

Annexure XXIII

Non-Disclosure Agreement

(On Rs.100 Non-Judicial stamp paper)

This Non-Disclosure Agreement made and entered into at..... This ... day of..... 2022

BY AND BETWEEN..... Company Limited, a company incorporated under the

Companies Act, 1956 having its registered office at (Hereinafter referred to as the Vendor which expression unless repugnant to the context or meaning thereof be deemed to include its permitted successors) of the ONE PART;

AND

The Oriental Insurance Company Ltd, having its headquarter and Corporate Office at Oriental House, A-25/27, Asaf Ali Road, New Delhi - 110002 (hereinafter referred to as "OICL" which expression shall unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns) of the OTHER PART.

The Vendor and The Oriental Insurance Company Ltd are hereinafter collectively referred to as "the Parties" and individually as "the Party"

WHEREAS:

1. The Oriental Insurance Company Ltd is engaged in the business of providing financial services to its customers and intends to engage Vendor for providing

2. In the course of such assignment, it is anticipated that The Oriental Insurance Company Ltd or any of its officers, employees, officials, representatives or agents may disclose, or deliver, to the Vendor some Confidential Information (as hereinafter defined), to enable the Vendor to carry out the aforesaid assignment (hereinafter referred to as " the Purpose").

3. The Vendor is aware and confirms that all information, data and other documents made available in the RFP/Bid Documents/Agreement /Contract or in connection with the Services rendered by the Vendor are confidential information and are privileged and strictly confidential and or proprietary of The Oriental Insurance Company Ltd. The Vendor undertakes to safeguard and protect such confidential information as may be received from The Oriental Insurance Company Ltd

NOW, THEREFORE THIS AGREEMENT WITNESSED THAT in consideration of the above premises and the Oriental Insurance Company Ltd granting the Vendor and or his agents, representatives to have specific access to The Oriental Insurance Company Ltd property / information and other data it is hereby agreed by and between the parties hereto as follows:

1. Confidential Information:

Signature and Seal of the Tenderer

(i) "Confidential Information" means and includes all information disclosed/furnished by The Oriental Insurance Company Ltd to the Vendor whether orally, in writing or in electronic, magnetic or other form for the limited purpose of enabling the Vendor to carry out the proposed Implementation assignment, and shall mean and include data, documents and information or any copy, abstract, extract, sample, note or module thereof, explicitly designated as "Confidential"; Provided the oral information is set forth in writing and marked "Confidential" within seven (7) days of such oral disclosure.

(ii) The Vendor may use the Confidential Information solely for and in connection with the Purpose and shall not use the Confidential Information or any part thereof for any reason other than the Purpose stated above.

Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within seven (7) days of such disclosure. Confidential Information does not include information which:

(a) is or subsequently becomes legally and publicly available without breach of this Agreement by either party,

(b) was rightfully in the possession of the Vendor without any obligation of confidentiality prior to receiving it from The Oriental Insurance Company Ltd,

(c) was rightfully obtained by the Vendor from a source other than The Oriental Insurance Company Ltd without any obligation of confidentiality,

(d) was developed by for the Vendor independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence, or is/was disclosed pursuant to an order of a court or governmental agency as so required by such order, provided that the Vendor shall, unless prohibited by law or regulation, promptly notify The Oriental Insurance Company Ltd of such order and afford The Oriental Insurance Company Ltd the opportunity to seek appropriate protective order relating to such disclosure.

(e) the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality;

(f) is released from confidentiality with the prior written consent of the other party.

The recipient shall have the burden of proving hereinabove are applicable to the information in the possession of the recipient. Confidential Information shall at all times remain the sole and exclusive property of the disclosing party. Upon termination of this Agreement, Confidential Information shall be returned to the disclosing party or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of each of the parties.

Nothing contained herein shall in any manner impair or affect rights of The Oriental Insurance Company Ltd in respect of the Confidential Information.

In the event that any of the Parties hereto becomes legally compelled to disclose any Confidential Information, such Party shall give sufficient notice to the other party to enable the other Party to prevent or minimize to the extent possible, such disclosure. Neither party shall disclose to a third party any Confidential Information or the contents

of this Agreement without the prior written consent of the other party. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the receiving party applies to its own similar confidential information but in no event less than reasonable care.

The obligations of this clause shall survive the expiration, cancellation or termination of this Agreement

2. Non-disclosure: The Vendor shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the Vendor who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Vendor shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. That a copy of the agreement shall also be given to OICL. The Vendor may disclose Confidential Information to others only if the Vendor has executed a Non-Disclosure Agreement with the other party to whom it is disclosed that contains terms and conditions that are no less restrictive than these presents and the Vendor agrees to notify The Oriental Insurance Company Ltd immediately if it learns of any use or disclosure of the Confidential Information in violation of terms of this Agreement.

Notwithstanding the marking and identification requirements above, the following categories of information shall be treated as Confidential Information under this Agreement irrespective of whether it is marked or identified as confidential:

- a) Information regarding The Oriental Insurance Company Ltd and any of its Affiliates, customers and their accounts ("Customer Information"). For purposes of this Agreement, Affiliate means a business entity now or hereafter controlled by, controlling or under common control. Control exists when an entity owns or controls more than 10% of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority of another entity; or
- b) any aspect of The Oriental Insurance Company Ltd business that is protected by patent, copyright, trademark, trade secret or other similar intellectual property right; or
- c) business processes and procedures; or
- d) current and future business plans; or
- e) personnel information; or
- f) financial information.

3. Publications: The Vendor shall not make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of The Oriental Insurance Company Ltd.

4. Term: This Agreement shall be effective from the date hereof and shall survive the expiration, cancellation or termination of this Agreement.

The Vendor hereby agrees and undertakes to The Oriental Insurance Company Ltd that immediately on termination of this Agreement it would forthwith cease using the Confidential Information and further promptly return or destroy, under information to The Oriental Insurance Company Ltd, all information received by it from The Oriental Insurance Company Ltd for the Purpose, whether marked Confidential or otherwise, and whether in written, graphic or other tangible form and all copies, abstracts, extracts, samples, notes or modules thereof. The Vendor further agree and undertake to The Oriental Insurance Company Ltd to certify in writing upon request of The Oriental Insurance Company Ltd that the obligations set forth in this Agreement have been complied with.

Any provisions of this Agreement which by their nature extend beyond its termination shall continue to be binding and applicable without limit in point in time except and until such information enters the public domain

5. Title and Proprietary Rights: Notwithstanding the disclosure of any Confidential Information by The Oriental Insurance Company Ltd to the Vendor, the title and all intellectual property and proprietary rights in the Confidential Information shall remain with The Oriental Insurance Company Ltd.

6. Remedies: The Vendor acknowledges the confidential nature of Confidential Information and that damage could result to The Oriental Insurance Company Ltd if the Vendor breaches any provision of this Agreement and agrees that, if it or any of its directors, officers or employees should engage or cause or permit any other person to engage in any act in violation of any provision hereof, The Oriental Insurance Company Ltd may suffer immediate irreparable loss for which monetary compensation may not be adequate. The Oriental Insurance Company Ltd shall be entitled, in addition to other remedies for damages & relief as may be available to it, to an injunction or similar relief prohibiting the Vendor, its directors, officers etc. from engaging in any such act which constitutes or results in breach of any of the covenants of this Agreement.

Any claim for relief to The Oriental Insurance Company Ltd shall include The Oriental Insurance Company Ltd costs and expenses of enforcement (including the attorney's fees).

7. Entire Agreement, Amendment and Assignment: This Agreement constitutes the entire agreement between the Parties relating to the matters discussed herein and supersedes any and all prior oral discussions and / or written correspondence or agreements between the Parties. This Agreement may be amended or modified only with the mutual written consent of the Parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

8. Governing Law: The provisions of this Agreement shall be governed by the laws of India and the competent court at Delhi shall have exclusive jurisdiction in relation thereto.

9. Indemnity: The Vendor shall defend, indemnify and hold harmless The Oriental Insurance Company Ltd , its affiliates, subsidiaries, successors, assigns, and their respective officers, directors and employees, at all times, from and against any and all claims, demands, damages, assertions of liability whether civil, criminal, tortuous or of

any nature whatsoever, arising out of or pertaining to or resulting from any breach of representations and warranties made by the Vendor. and/or breach of any provisions of this Agreement, including but not limited to any claim from third party pursuant to any act or omission of the Vendor, in the course of discharge of its obligations under this Agreement.

10. General: The Vendor shall not reverse - engineer, decompile, disassemble or otherwise interfere with any software disclosed hereunder.

All Confidential Information is provided "as is". In no event shall the Oriental Insurance Company Ltd be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by The Oriental Insurance Company Ltd constitutes any representation, warranty, assurance, guarantee or inducement with respect to the fitness of such Confidential Information for any particular purpose.

The Oriental Insurance Company Ltd discloses the Confidential Information without any representation or warranty, whether express, implied or otherwise, on truthfulness, accuracy, completeness, lawfulness, merchantability, and fitness for a particular purpose, title, non-infringement, or anything else.

11. Waiver: A waiver (whether express or implied) by The Oriental Insurance Company Ltd of any of the provisions of this Agreement, or of any breach or default by the Vendor in performing any of the provisions hereof, shall not constitute a continuing waiver and such waiver shall not prevent The Oriental Insurance Company Ltd from subsequently enforcing any of the subsequent breach or default by the Vendor under any of the provisions of this Agreement.

In witness whereof, the Parties hereto have executed these presents the day, month and year first herein above written.

For and on behalf of ----- Ltd.

(_____)

(Designation)

For and on behalf of The Oriental Insurance Company Ltd

(_____)

(Designation)

Annexure-XXIV

Integrity Pact

(On Rs.100 Non-Judicial stamp paper)

PRE-CONTRACT INTEGRITY PACT

General

This pre-bid pre contract Agreement (hereinafter called the integrity pact is made on

day of the month of _____2022, between, on one hand, The Oriental Insurance Company Ltd, having its headquartered and Corporate Office at Oriental House, A-25/27, Asaf Ali Road, New Delhi - 110002, acting through _____, _____ (hereinafter called the "BUYER" which expression shall mean and include, unless the context otherwise requires, his successors in office and assignees) of the first part and M/s _____ represented by Shri _____, authorized signatory of M/s _____(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 (Name of the Store /Equipment /item and the BIDDER /SELLER is willing to offer /has offered the store 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 a Government of India, Public Sector Insurance Company.

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 store/equipment 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 the 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 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 accept, directly or through intermediaries, any bribe, consideration, gift, reward favor or any material or immaterial benefit or any other advantage from the BIDDER, either for 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 or implementation process related to the contract.

1.2 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.

1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitment 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.

3. Commitment of BIDDERS

The BIDDERS commit itself to all 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, favor, 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, favor, any material benefit or other advantage commission fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the contract forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or for bearing to show favor or disfavor to any person in relation to the contract or any other contract with the Government.

3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

3.4 BIDDERS shall disclose the payment to be made by them to agents/brokerage 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 Government sponsored export entity of the 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 such 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 payment 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 details or/and the services agreed upon for such payments.

3.7 The bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation contracting and implementation of the contract.

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

3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to other, any information provided by the BUYER as part of the business deal, 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 action mentioned above.

3.12 The BIDDER will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any kind of favour whatsoever during the tender process or during the execution of the contract.

4. Previous Transgression

4.1 The BIDDER declares that no previous transgression occurred in the last three year 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 justify BIDDER'S exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender propose or the contract, if already awarded. Can be terminated for such reason.

5 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 sanction 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.

5.1 No interest shall be payable by the BUYER to the BIDDER on Performance Security for the period of its currency.

6. Sanctions for violations

6.1 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 proceeding with the other BIDDER(s) would continue.
- (ii) Performance Security /Performance bond (after the contract is signed shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sum already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than 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% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in 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 BIDDER, along with interest.
- (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/ rescission 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 future bidding processes of the Government of India for a minimum period of five year, which may be further extended at the discretion of the Buyer
- (viii) To recover all sum 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 case 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.
- (x) 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.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at Para 6.1(i) to (x) 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.

6.3 The decision of the BUYER to the effect that 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.

7. Fall Clause

The BIDDER undertakes that it shall not supply similar Product / systems or subsystems in comparable business circumstances at a price lower than that offered in the present bid in respect of any other Public Sector Banks/Insurance Companies in India and if it is found that within one year after the signing of contract that similar product / systems or sub systems is supplied by the BIDDER to any other Public Sector Banks/Insurance Companies in India at a lower 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.

8. Independent Monitors

8.1 The BUYER has appointed Independent Monitors (here either referred to as Monitors) for this pact in consultation with the central vigilance commission.

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

8.3 The Monitors shall not be subject to instruction by the representatives of the parties and perform their functions neutrally and independently.

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

8.5 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.

8.6 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.

8.7 The BIDDER 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.

8.8 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.

9. Facilitation of Investigation

In case of any allegation of violation of any provision 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 and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and place of jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction shall be Delhi.

11. Other Legal Actions

The actions stipulated in this Integrity pact are without prejudice to any other legal action that may follow in accordance with provisions of the extent law in force relating to any civil or criminal proceedings.

12. Validity

12.1 The validity of this Integrity Pact shall be from date of this 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.

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

13. The BIDDER undertakes that he shall not approach the Court while representing the matter to External Independent Monitors (IEMs) and he will await their decision in the matter within a time ceiling of 90 days.

14. The parties hereby sign this Integrity Pact at _____ on _____

Signed, Sealed and Delivered for "The Oriental Insurance Company Ltd." By it's constituted Authority	Signed, Sealed and Delivered for M/s _____ by it's constituted Authority
Signature: _____	Signature: _____
Name: _____	Name: _____
Designation: _____	Designation: _____
Address: _____	Address: _____
Company: _____	Company: _____
Date: _____	Date: _____
Company Seal	Company Seal
Witness I	Witness II
Signature: _____	Signature: _____
Name: _____	Name: _____
Designation: _____	Designation: _____
Address: _____	Address: _____
Company: _____	Company: _____
Date: _____	Date: _____

Annexure- XXV

Pro forma for Performance Security/ Bank Guarantee

To: (Name of Purchaser)

WHEREAS..... (Name of Supplier) (Hereinafter called "the Supplier") has undertaken, in pursuance of Contract for **providing Catering Services on contractual basis at OSTC Faridabad** dated..... 2022

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized Bank for the sum specified therein, as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of.. Rs. 6,00,000/-,(Rupees Six Lakhs only) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of Rs. 6,00,000/-,(Rupees Six Lakhs only as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until theday of.....

Signature and Seal of Guarantors (Supplier's Bank)

.....

Date.....

Address.....

.....

(Bank Guarantee can be substituted by Fixed Deposit of Rs.6,00,000/- pledged in favor of "The Oriental Insurance Company Limited")

.....

THE ORIENTAL INSURANCE COMPANY LIMITED
ORIENTAL STAFF TRAINING COLLEGE
SECTOR-11, MATHURA ROAD
FARIDABAD-121 006



Tender Document
for providing
Catering Services on Contractual Basis
at
OSTC FARIDABAD

FINANCIAL BID : PART –II (PRICED)

(Please check that Financial Bid Number of pages are 9 from 65 to 74)

**EACH PAGE OF THE TENDER DOCUMENT MUST BE SIGNED
AND STAMPED BY THE TENDERER**

Important instructions for quoting the rates

1. The rate quoted should be Package rate per trainee officer per day. This rate will include Bed Tea , Breakfast , Pre - lunch Tea, Lunch, Post - lunch Tea, Evening Tea and Dinner. (See Annexure-X Menu of Meals and refreshment) and quality of food materials – (Annexure XII) of the Technical Bid.
2. The Service Provider/contractor must also give the bifurcation of the package rate quoted by him .The package rate per day per trainee officer will be payable based on the actual meals taken by the trainee / participants as per OSTC records. However, in case the trainee officer remains away from the OSTC and does not avail the catering facility for the whole day/full day i.e. from Bed tea to Dinner, it will be treated as “Missing Meal” and no payment shall be made to the contractor for such ‘Missing meal’.
3. Payment in respect of trainee/ permanent Faculty of OSTC, Guest faculty, Guest(s) or other employees/Officers of OSTC/Company will be as per bifurcated rates on the basis of actual refreshment/meals taken. The Service Provider/contractor has to also maintain a record of the same.
4. During break days i.e. when there is no training programme, the Service Provider/contractor will be paid a sum of Rs.2,000/- (Rupees two thousand only) per day as compensation towards standing expenses. The Service Provider/Contractor will provide refreshments/meals etc., as required by OSTC, to its Faculty/officers/guests irrespective of number of persons and for this payment will be made as per item 2 above on actual basis.
5. The rate quoted shall be inclusive of all overheads but taxes like GST as per applicable rates, will be reimbursed by OSTC.

6. All statutory deductions such as TDS, surcharge, Education cess, Higher Education cess and any other such deduction as per Income tax Rules in force will be made from the monthly bill.
7. The rate quoted by the Service Provider/ contractor will be reviewed and revised in April and October every year on the basis of Average Consumer Price Index (Base year 2016=100) as mentioned in Annexure -XVII of the Technical Bid.
8. The Service Provider/ contractor has to ensure compliance of Minimum Wages Act 1948 (as per wages notified/ revised by Chief Labour Commissioner-Central, Ministry of Labour and Employment, Government of India) or as fixed by Labour Department, Haryana Government, which ever is applicable and Payment of compensation for Overtime/weekly off/National holiday/Any other holiday as applicable and amended from time to time.The Service Provider/ contractor will also comply with the requirements of various statutes, relevant to this contract, such as Contract Labour (Regulation and Abolition) Act, 1970, Contract Labour (R&A) Rules, 1971, EPF Act,1952, , ESI Act (1948) The Industrial Dispute Act 1947, The Equal Remuneration Act 1976 Employees Compensation Act 1923 (Workmen's Compensation Act 1923) , The Payment of Bonus Act 1965, Payment of Gratuity Act 1972, Child Labour (Prohibition & Regulation) Act, 1986 as applicable and as amended from time to time and/ or any other Rules framed there under from time to time by the Central or State Government and or any authority constituted by or under any law, for the category of persons deployed.
9. The Service Provider/Contractor will declare that he/they have made all statutory payments to his/their Supervisor / workers by the stipulated date and thereafter will raise the monthly bill and claim payment from OSTC Faridabad (subject to deduction of statutory taxes as applicable). It is a condition precedent to the payment of contractor's bill by OSTC that they must have paid all wages/dues and statutory contributions etc. in respect of their workers deployed at OSTC.

10. (a)The Contractor/Service provider shall ensure deployment of adequate number of Supervisor and workers as per requirement of OSTC and shall ensure compliance of all the Terms & Conditions of the Tender Document in this regard.

(b)The Contractor/Service Provider will be required to pay wages as per following categorization:

SUPERVISOR	HIGHLY SKILLED
COOKS	SKILLED
WAITERS	SEMI-SKILLED
OTHERS	UNSKILLED

A copy of the latest Gazette Notification No.F.No.1/4(3)/2022-LS-II dated 31.03.2022 issued by Chief Labour Commissioner (Central), Govt of India, Ministry of Labour & Employment New Delhi with regard to payment of minimum wages is annexed for information.

Note: 1. The Service Provider/ Contractor will be required to deployed adequate number of workers/ waiters as required by OSTC for any regular or special meetings or programmes etc.

11. The Service Provider/contractor will provide special item(s) as mentioned in Annexure XI of the Technical Bid as and when required and the per head cost of each such item shall be @ 20% (Twenty percent) of the per head Lunch or Dinner rates quoted in this Bid depending upon whether the item is ordered during lunch or dinner.

12. Refreshments/meals etc. shall be provided as required by OSTC to its Faculty/officers/guests irrespective of minimum number of persons, for which payment will be made as per bifurcated rates mentioned in the financial bid on actual basis.

13. The Service Provider/ contractor will provide tea/coffee with 2

biscuits each to the staff of OSTC/ visitors in office at the rate of Rs.12/-(Rupees Twelve only) per head per occasion. The timings for providing the same shall be 11 A.M. and 3 P.M. on all working days and also as per specific needs of OSTC. The quality of tea/coffee and/ or biscuits provided to staff of OSTC / visitors in office shall be strictly the same as provided to officers/trainees.

14. The rates for any item not specified in the Tender/Financial bid will be decided after mutual negotiations.
15. Crockery, cutlery, serving bowls and containers for tea/coffee/milk/sugar sachets etc. will be provided by OSTC. Any annual loss/breakage/damage up to the extent of 10% only in respect of such items shall be permissible and any loss / breakage/damage beyond 10% shall be made good by the Service Provider/ contractor.
16. Napkins, salt (Catch) and pepper (catch) shall be provided by the Service Provider/contractor on each table in the Dining Hall.
17. LPG cylinder will be provided by OSTC but the cost of refilling (fuel/LPG) shall be borne by the Service Provider/contractor. No charges for providing equipments and facilities by OSTC as provided in Annexure-XVIII will be taken from the Contractor/ service provider. The Contractor shall take LPG refills from the Agency which has provided LPG connections to OSTC.
18. Water and electricity shall be provided by OSTC free of cost.
19. The Contractor / Service Provider shall provide uniform (Two shirts, Two trousers, Two pairs of socks , One *apron* , One belt , one pair of shoes or Sandals or Chappals, one Jacket or Sweater per year) to the Supervisor / Workers deployed by them at OSTC. Reasonable actual cost of uniform will be reimbursed to the Service Provider/Contractor or uniform will be provided by OSTC at its discretion , in both cases cost of its washing/cleaning /ironing/ maintenance and premature replacement shall be borne by the Service Provider/ contractor.

20. Accommodation, subject to availability, will be provided for a few workers of the Service Provider/contractor to provide late night and early morning service.
21. Cost of cleaning material for cleaning of Dining Hall, Kitchen, Wash room, as mentioned in Annexure VIII Auxillary services shall be borne by the Service provider/Contractor. OSTC will provide liquid soap and towel for washroom of canteen.
22. The Service Provider/ contractor should also keep in mind the following cost factors/inputs/expenses/taxes etc while quoting the rates in the financial bid.
- a) Cost of the raw material and inputs for preparation of meals/refreshments etc.
 - b) Any increase in the cost of raw material, other inputs and overheads etc. from time to time beyond what is compensated as per para 8 above.
 - c) Profit & administrative expenses of the Service Provider/ Contractor.
 - d) Statutory payment/ expenses which the service Provider/ contractor expects to incur to ensure compliance with various statutory/legal provisions of the Authorities.
 - e) Margin for Statutory tax deductions.
 - f) Expenses to be incurred for washing/cleaning/ironing/ maintenance of uniforms of workers and its premature replacement.
 - g) Any other expenses which the Service Provider/ contractor feels are likely to be incurred or which are mentioned in the tender document.
 - h) Any penalty imposed by OSTC on account of breach of any terms and conditions of Tender Document
-

Technical Bid_Tender for providing Catering Services at OSTC 2022

F.No.1/4(3)/2022-LS-II
Government of India
Ministry of Labour & Employment
Office of the Chief Labour Commissioner(C)
New Delhi

31/3/
14/2022
Dated: 31/3/2022

ORDER

In exercise of the powers conferred by Central Government vide Notification No. S.O. 188(E) dated 19th January, 2017 of the Ministry of Labour and Employment the undersigned hereby revises the rates of Variable Dearness Allowance on the basis of the average Consumer Price Index number for the preceding period of six month ending on 31.12.2021 reaching 124.18 from 119.86 as on 31.12.2021(Base Year 2016-100) and thereby resulting in an increase of 4.32 points. The revised Variable Dearness Allowance as under shall be payable from 01.04.2022:-

The rates of Variable Dearness Allowance for employees employed in **CONSTRUCTION OR MAINTENANCE OF ROADS OR RUNWAYS OR IN BUILDING OPERATIONS INCLUDING LAYING DOWN UNDERGROUND ELECTRIC, WIRELESS, RADIO, TELEVISION, TELEPHONE, TELEGRAPH AND OVERSEAS COMMUNICATION CABLES AND SIMILAR OTHER UNDERGROUND CABLING WORK, ELECTRIC LINES, WATER SUPPLY LINES AND SEWERAGE PIPE LINES.**

Category of worker	Rates of V.D.A. Area wise per day (in Rupees)		
	A	B	C
Unskilled	140	116	93
Semi-Skilled/Unskilled Supervisory	155	131	109
Skilled/ Clerical	169	155	131
Highly Skilled	183	169	155

Therefore the minimum rates of wages showing the basic rates and Variable Dearness Allowance payable w.e.f. 01.04.2022 will be as under :-

Category of worker	Rates of wages including V.D.A. per day (in Rupees)		
	A Area	B Area	C Area
Unskilled	523+140=663	437+116=553	350+93=443
Semi-Skilled/Unskilled Supervisory	579+155=734	494+131=625	410+109=519
Skilled/ Clerical	637+169=806	579+155=734	494+131=625
Highly Skilled	693+183=876	637+169=806	579+155=734

The VDA has been rounded off to the next higher rupee as per the decision of the Minimum Wages Advisory Board.

The classification of workers under different categories will be same as in Part-I of the notification, whereas classification of cities will be same as in the Part-II of the notification dated 19th January, 2017. The present classification of cities into areas A, B & C is enclosed at Annexure I for ready reference.

(A.K.Samantaray)
Chief Labour Commissioner(C)

31/03/2022

FINANCIAL BID

We hereby quote the following Package rate per day per head and its bifurcation for the menu as provided under Annexure-X of Technical bid of the tender:

Table A: Package Rate

Rate per day per head for all meals and refreshment from Bed Tea to Dinner as per menu specified in the Tender Document
Rs. (in figures)
Rupees (in words)

Table B: Bifurcated Rates

(The bifurcation of the above package rate is as under)

S.No.	Items as per menu specified in the Tender Document)	Rates in	
		Figures	Words
1	Bed Tea/coffee with biscuits	Rs.	Rupees
2	Breakfast	Rs.	Rupees
3	Pre lunch Tea/coffee with biscuits	Rs.	Rupees
4	Lunch	Rs.	Rupees
5	Post lunch tea/coffee with biscuits	Rs.	Rupees
6	Evening Tea/coffee with snacks	Rs.	Rupees
7	Dinner	Rs.	Rupees
8.	Total Package Rate	Rs.	Rupees

(The total amount under column 8 should be the same as mentioned in Table A above)

Notes:

- a) The Contractor/Service Provider will be required to pay wages to their workers deployed at OSTC as per following categorization:

SUPERVISOR	HIGHLY SKILLED
COOKS	SKILLED
WAITERS	SEMI-SKILLED
OTHERS	UNSKILLED

- b) In addition to the above, special item(s) as mentioned in Annexure XI of the Technical bid will be provided as and when required and the per head cost of each such item shall be @ 20% (Twenty percent) of the per head Lunch or Dinner rates quoted in this Bid depending upon whether the item is ordered during lunch or dinner.
- c) Refreshments/meals etc. shall be provided as required by OSTC to its Faculty/officers/guests irrespective of number of persons, for which payment will be made as per above bifurcated rates on actual basis.
- d) Tea/coffee with 2 biscuits each will be provided to the staff of OSTC/visitors in office at the rate of Rs.12/- (Rupees Twelve only) per head per occasion. The timings for providing the same shall be 11 A.M. and 3 P.M. on all working days and also as per specific needs of OSTC. The quality of tea and or biscuit provided to staff of OSTC/visitors in office shall be strictly the same as provided to officers/trainees.
- e) The rates for any item not specified in the Tender/Financial bid will be decided after mutual negotiations.

- f) The rates have been quoted by us after fully understanding our duties, responsibilities and obligations under this Tender Document.

The rates quoted by us are valid upto 180 days from opening of the Tenders.

I/We agree to all the terms and conditions of the tender document.

Signature:

Name of Signatory:

Seal:

Date:

Place:

(The bid will be invalid if not signed by the bidder)