Technical Bid _OSTC _Catering Tender-2017

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 Number of pages are 55)

TECHNICAL BID : PART – I (UNPRICED)

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

Tender Document 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 to its officers 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. Training programs / workshops / seminars are conducted for Class I officers & almost through out the year.

Chief Manager, Oriental Staff Training College, (OSTC), invites sealed tenders in the prescribed format under two bid system - **Technical Bid (Part-I Unpriced) & 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.

Tenderers/ Bidders should qualify the eligibility criteria as stated in Section 2 of the tender document. Otherwise the bid shall be rejected.

The tender document can be obtained from the office of Manager, Oriental Staff Training College, Sector-11, Mathura Road, Faridabad by submitting a written request against cash/ submission of a non-refundable Demand Draft of Rs.1000/- (Rs. One thousand only) drawn on any Scheduled Bank in favour of "The Oriental Insurance Company Limited A/c. Staff Training College, payable at Faridabad during all working days (Monday to Friday) between 10.00 hours to 15.30 hours up to from 19.06.2017 to 07.07.2017. The tender document also be downloaded from Company's can website www.orientalinsurance.org.in. In case, the tender document is downloaded, the tender fee of Rs.1000/- (non refundable) should be paid through a separate demand draft drawn on any Scheduled bank favouring "The Oriental Insurance Company Limited A/c. Staff Training College" payable at Faridabad which must be enclosed with the Technical Bid (Part - I unpriced). The tenders for which Tender Fee is not paid shall be summarily rejected.

Each tender must be accompanied with an Earnest Money Deposit (EMD) in the form of a demand draft for Rs. **30,000** (Rupees Thirty thousand only) Signature and Seal of the Tenderer 3 drawn on any scheduled Bank in favour of **The Oriental Insurance Company** Ltd., A/c. Staff Training College payable at Faridabad only. No other form of payment will be accepted for submission of EMD. The said demand draft of the earnest money must be attached with the Technical Bid (Part-I unpriced). At the back of the demand draft, the name of the Tenderer should be clearly written with the caption "Providing Catering Services on contractual basis at OSTC, Faridabad". Tenders submitted without EMD shall not be evaluated or considered.

The 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 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 **11.00 A.M on 10.07.2017.** OSTC shall not be responsible if the Tenders are delivered elsewhere or are not delivered on time due to postal or any other delays.

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 <u>www.orientalinsurance.org.in</u>.

i)	Issue of tender document	:	19.06.2017 to 07.07.2017	
ii)	Tender document Fee (Non-		Rs.1000/- (Rs.One thousand only)	
	refundable)			
iii)	iii) Date & time of Pre-bid conference		28.06.2017 at 11.30 AM	
iv)	iv) Last date & time for submission of tender		10.07.2017 upto 11.00 AM	
V)) Date & time of opening of		10.07.2017 at 11.30 AM	
	Technical Bids			
vi)	Date & time of opening of Financial	:	Will be intimated to the	
	Bids		Technically qualifying bidders at a	
			later date	
vii	Earnest Money Deposit (EMD)	:	Through Demand Draft	
			Rs.30,000/-(Rs.Thirty thousand	
			only)	

Important information for tenderers:

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 at least three out of the four financial years (2013-14, 2014-15, 2015_16 & 2016-17) of providing Catering services to Training College/Institute of any Bank/Insurance Company /Educational Institute like College, University or providing all meals viz. tea, breakfast, lunch & dinner to 30 or more persons in any PSU/Central/State Govt./Autonomous Institute/ Corporate Establishment etc. of repute.
- **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 Tenderer should have minimum average annual turnover for the last three out of four financial years (2013-14, 2014-15, 2015-16 & 2016-17) of Rs.8.00 lac of which one financial year turnover should be of at least Rs 10.00 lac.
- 7) 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.
- 8) 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 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 /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 earnest money deposit (EMD) 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)** envelope must have all the essential documents including necessary Demand Draft(s) on any Scheduled bank in favour of "The Oriental Insurance Company Ltd. A/c Staff Training College", 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 – Il priced)- should be 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.

8) The 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 11.00 AM on 10.07.2017. OSTC shall not be responsible if the Tenders are delivered elsewhere or are not delivered on time.

9) All overwriting/corrections should be 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 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 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) Initially, the contract will be awarded for one year, which may be extended on the basis of satisfactory services to the satisfaction of OSTC for second and third year on the original terms and conditions. The contract may be further extended for a period not exceeding two years on the existing rates, terms & conditions at the sole discretion of OSTC.

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 2001=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 Company's website www.orientalinsurance.org.in 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 company's website.

17) The amendments shall be uploaded on 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 10.07.2017 at 11.30 AM** in the office of Oriental Staff Training College, Faridabad in the presence of Tenderers or their authorised 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 custody of Chief Manager, OSTC till the date of opening of the same.

23) The Tenders shall be valid for a period of at least six months (180 days) from the date of opening of the tender. If the tenderer withdraws /amends / impairs /derogates from the tender in any respect during this period of validity of the offer, the EMD is liable to be forfeited. Incomplete, conditional tenders and fax/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 Officer(s) or authorized representative to visit the institute/establishments mentioned by the bidder. Besides, 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 it is revealed that bidder does not meet with the criteria as laid down in the Tender Document, then his

bid would be considered as non- responsive and their financial bids will not be processed further and **EMD will be forfeited**.

25) 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.

26) 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.

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

28) OSTC will communicate the successful bidder by letter sent through **Courier/Registered 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.

29) The successful Tenderer shall be required to deposit an additional sum of Rs.1,70,000/- (Rupees One Lac seventy thousand only) as security amount by a Demand Draft drawn in the favour of The Oriental Insurance Co.Ltd. A/c. Staff Training College, payable at Faridabad and present himself to execute a Contract Agreement with OSTC as per terms and conditions of the tender on non judicial stamp paper of requisite value as applicable in the State of Haryana within 15 days from the date of receipt of work award letter. The EMD also of the successful tenderer will be merged with the security amount. This total security amount of Rs.2,00,000/-(Rs.Two Lacs only) will remain with OSTC throughout the period of contract. This security amount will be refunded 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. This Security deposit will not bear any interest of whatsoever kind.

30) 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 Security Deposit amount.

31) 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 EMD and/ or Security Deposit.

Section-4

Terms & Conditions

- The Contactor/Service Provider shall provide services to trainee officers/Faculty/Guest Faculty/Guests and other visitors of OSTC as detailed in Annexure VII of the Tender Document.
- 2. The Contactor/Service Provider shall provide auxiliary services to OSTC as detailed in Annexure VIII of the Tender Document.
- 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.
- 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 not less than as stated in Annexure XIII and shall ensure compliance of all the Terms & Conditions of the Tender Document in this regard.
- 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.
- The Package and Bifurcated rates quoted in the Financial Bid shall be binding on the Contractor/Service provider throughout the Signature and Seal of the Tenderer

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 Security deposit.
- 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 Security deposit.
- 15. The Service Provider/ Contractor will be required to keep a Security Deposit of Rs.2,00,000/- (Rupees Two lacs only). The successful bidder will be required to deposit Rs.1,70,000/-(Rupees One Lac Seventy Thousand only) within 15 days of award of work and Earnest Money of Rs.30,000/deposited will be merged with this amount.
- 16. The earnest money will be forfeited if (i) the Tenderer withdraws his Tender during the period of Tender validity (ii) the successful Tenderer fails to deposit additional amount of Rs.1,70 000/- (Rupees One Lac Seventy Thousand only) towards security deposit within Fifteen days of award of work. The return/refund of EMD to the unsuccessful/non-responsive

Tenderer(s) will be made within 30 days after the successful award of work. No interest shall be payable on it under any circumstances.

17. In the event of the Service Provider/Contractor not fulfilling the conditions of the contract, OSTC reserves its right to forfeit the security deposit of Rs.2,00,000/- (Rupees Two 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 security of Rs. 2,00,000/-(Two Lacs only).

18. 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.

19. 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.

20. 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.

21. 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.

22. 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 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.

- 23. The Service Provider/ Contractor will pay the wages as per the Minimum Wages Act and disburse the wages through ECS / Net Banking only. The Service Provider/Contractor will be required to submit the deposit challans showing the individual figure of PF and ESI money of workers deposited with appropriate authorities for the previous month along with the monthly bill. No reimbursement will be made without the proof of PF & ESI showing credit to the respective accounts of workers deployed by the Service Provider / Contractor.
- 24. 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.
- 25. 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.

- **26.** In case the Service Provider/contractor discontinues the contract before the expiry of the period of contract, his security shall be forfeited.
- 27.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.
- **28.** (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.

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

- **29.** 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.
- **30.** The OSTC or its representative(s) shall be at liberty to check at any time, the deployment of workers by the Service Provider/Contractor

- 31. 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/security deposit 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 security will be forfeited.
- 32. 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.
- **33.** 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 finding 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 shall same be settled through Arbitration or through the Court of Law within the

jurisdiction of Faridabad. The resultant contract will be interpreted under Indian Laws.

- **34.** 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.
- **35.** 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.
- **36.** 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.
- 37. 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.

- **38.**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.
- **39.** 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.
- **40.** 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, a copy of which should be given to OSTC for perusal and record.

- **41.**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.
- **42.** 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.
- **43.** 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.
- 44. 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, nonwearing 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.
- 45. 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 Security amount 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.
- 46. 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.
- **47.**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 of any sub-Contractor 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.

- 48. 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 full staff strength 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.
- 49. The Service Provider/Contractor must ensure that the wages to the Workers are paid within the stipulated time period as provided under relevant Rules & Regulations/Law/Statute in force. The Service Provider/ Contractor will not link the payment of wages to the workers with settlement of his bills by the OSTC. The Service Provider/ Contractor has to first pay the wages to the Workers and then put up his bill for payment. Payment of bills will be made on monthly basis through ECS/RTGS/ NEFT only, provided that the Catering Services provided were / are satisfactory during the month and subject to deduction of Penalty imposed if any as per terms and conditions of tender/contract. The monthly bill payment will be made subject to following billing process and submission of documents as mentioned in Annexure XVI, provided the Service Provider/ Contractor submits the attested photocopies of the following documents:

(i) Muster Roll/ Attendance sheet of the workers signed by the Service provider/ Contractor for the month on the format prescribed in the Contract Labour (Regulation and Abolition Act, 1970) along with Contract Labour (Regulation and Abolition) Rules,1971.

(ii) Overtime and penalty register in respect of Supervisor and workers

(iii) Salary sheet for the month showing receipt of the wages on the format prescribed in the Contract Labour (Regulation and Abolition

Act, 1970) along with Contract Labour (Regulation and Abolition)Rules,1971.

(iv) Deposit Challan showing the individual figure of deposit of contribution of provident fund of employees' and employers' share, with the appropriate authority.

(v) Deposit Challan showing the individual figure of deposit of contribution of ESI of employees' and employers' share, with the appropriate authority.

(vi) Statement of Bonus paid to the employees (including receipts of Bonus paid to individual employee in the presence of OSTC Officials).

(vii) Deposit of contribution of provident fund and contribution of ESI of employees and employer should be with a challan separately for OSTC. It should not contain the contribution of PF and ESI of employees of other organizations being serviced by the Contractor.

- **50.** 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.
- **51.**The Service Provider/ Contractor will be liable to get the Provident fund refunded from the Provident Fund Commissioner of the worker, if he is terminated or dies or leaves the job.
- **52.** 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	EMD of Rs.30,000/-(Rs.Thirty thousand only) in the form of DD issued by any scheduled bank in favour of The Oriental Insurance Co.Ltd., A/c.Staff Training College payable at Faridabad		
3	Separate demand draft for Rs.1000/- issued by any scheduled bank in favour of The Oriental Insurance Co.Ltd. A/c Staff Training College payable at Faridabad if the tender document is downloaded from Company's website.		
4	Tenderer's self-attested copy of the PAN /TAN card issued by the Income Tax Department		
5	Self attested copy of Service Tax / GST Registration Number (if applicable)		
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 last three out of four financial years (2013-14, 2014-15, 2015-16 & 2016-17) of providing Catering services to Training College/Institute of any Bank/Insurance Company /Educational Institute like College, University or providing all meals viz. tea, breakfast, lunch & dinner to 30 or more persons in any PSU, Central/State Govt./Autonomous Institute/ Corporate Establishment etc. of repute. (Attach appropriate certificate(s) for three out of four years i.e., 2013-14, 2014-15, 2015-16 & 2016-17		
9	Certificate of average annual turnover for the last three out of four financial years (2013-14, 2014-15, 2015-16 & 2016-17) of Rs.8.00 lac of which one financial year turnover should be of at least Rs 10 lac (Attach proof of turnover duly certified by a CA).		

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	
15	List of present and past clients as per Annexure-XIX	

ANNEXURE- II

COMPLIANCE REPORT

То

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		Affix duly Attested P.P.Size recent photograph of the authorized representative
	TENDERING AGENCY'S PROFILE	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	Fax 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	Service Tax No. / GST No.	
10	Provident Fund Account No.	
11	ESI Registration Number	
12	Details of EMD:	
	 (a) Amount: (b)DD 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 Security amount)

DEED OF INDEMNITY EXECUTED IN FAVOUR OFTHE

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 security deposit 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 security deposit 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:_____

hereby depose that neither me our Organization nor _including our Partners/ Shareholders/ blacklisted/prosecuted Directors were ever 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	FR	EQUENCY		CONTENTS	GENERAL TIMING	VENUE
1.	BREAKFAST	TRAINEE OFFICERS, OSTC /GUEST FACULTY , AND GUESTS		DAILY AS EQUIRED	S T	S PER MENU PECIFIED IN ENDER AND PROVED 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—
		REF	RES	HMENTS		-		
1.	BED TEA /COFFEE	TRAINEE OFFICERS GUEST FACULTY/ GUESTS STAYING A OSTC		DAILY AS REQUIRED		WITH BISCUITS	06.00 AM	IN HOSTEL ROOMS
2	PRE-LUNCH TEA/COFFEE	TRAINEE OFFICERS, OS /GUEST FACULTY , AND GUESTS	STC	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 A OSTC		ON WORKING DAYS		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	NATURE OF	SCOPE OF SERVICE	FREQUENCY	TIMING
R.	SERVICE			
Ν				
О.				
1.	CLEANINING OF THE DINING HALL	SWEEPING, DUSTING, WIPING, WASHING, POLISHI NG OF THE ENITRE 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.	CLEANINING OF THE KITCHEN	SWEEPING, DUSTING, WIPING, WASHING, POLISHI NG 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,POLISHI NG 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, POLISHI NG 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 OFFICE DAYS	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 Security deposit.
- 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 not less than as specified in Annexure XIII of Tender Document, 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 Security deposit Signature and Seal of the Tenderer

ANNEXURE- X

"MENU OF MEALS AND REFRESHMENT"

- The menu for all meals and refreshment to be offered everyday will be prepared for a period of one month or a fortnight 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:

0.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 PERSONEVERYDAY OF STATA YAS PER THE TIME SPECIFIED BY OSTC02.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 SABJI / CHHOLE / CHECLA OR SUCH OTHER ITEM (5) ONE SOUTH INDIAN ITEM CONSISTING OF IDLI/ VADAV DOSA/ UTTAPAM / UPMA OR SUCH OTHER ITEM (5) ONE SOUTH INDIAN ITEM CONSISTING OF IDLI/ VADAV 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 MILK (2)BREAD, BUTTER, JAM MINIMUM 20 GMS OF BUTTER AND 20 GMS JAM PER PERSON ON EVERYDAY OF STAY AS PER TIME SPECIFIED BY OSTC03.PRE -LUNCH AND POSTTEA OR COFFEE IN SACHETS WITH SEPARATE MILK, SUGAREVERYDAY OF STAY AS PER TIME SPECIFIED BY OSTA OF STAY AS PER TIME SPECIFIED BY OSTC	SR.N	MEAL/REFRESHMENT	ITEMS TO BE PROVIDED	FREQUENCY
 (Bed Tea) 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 DREAKFAST (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 / 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 COONSISTING OF IDLI/ VADA/ DOSA/ UTTAPAM / UPMA OR SUCH OTHER ITEMS WITH COONSUCH OTHER ITEMS WITH COONSUCH OTHER ITEMS WITH CONSISTING OF IDLI/ VADA/ DOSA/ UTTAPAM / UPMA OR SUCH OTHER ITEMS WITH COONUT CHATNI AND SAMBHAR (6) FRESH FRUITS (7) TEA/COFFEE AS PER NEED. PRE -LUNCH AND POST TEA OR COFFEE IN SACHETS EVERYDAY OF 	0.			
 MILK (2)BREAD, BUTTER, JAM MINIMUM 20 GMS (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 OSTC YCULCHE 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 OR COFFEE IN SACHETS EVERYDAY OF 	01.		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	STAY AS PER THE TIME SPECIFIED BY
	02.	BREAKFAST	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)	MINIMUM 20 GMS OF BUTTER AND 20 GMS JAM PER PERSON ON EVERYDAY OF STAY AS PER TIME SPECIFIED BY
	03.			-

		/SUGAR FREE, SLICED PIECES OF LEMON AND TWO VARITIES OF BISCUITS (ONE SWEET & ONE SALTED).	SPECIFIED BY 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 ON SIX DAYS HAVING CHICKEN ON TWO 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
06.	SPECIAL ITEMS FOR LUNCH OR DINNER	AS PER ANNEXURE XI	AS PER REQUIREMENTS OF OSTC

Notes:

DAL – Means any Dal including Rajma, Black Gram, White Gram 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
2.	Dahi Bhalla
3.	Spring Roll
4.	Noodles /Chowmein
5.	Manchurian
6.	Fruit plate
7.	Tawa Veg
8.	Pindi chana
9.	Tandoori/ Naan/ Makki/ Missi Roti
10.	Dahi Besan Karhi
11.	Any additional Dal/ Vegetable from the main menu
12.	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, sevian, 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/Frontier/ ITC/ 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/MAHARAJA/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, Bakeman 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 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

The Service Provider / contractor shall employ following minimum number of Supervisor/ workers for rendering satisfactory catering services:

S. no.	No. of trainee	Minimum Number of Supervisor/ workers							
	officers	Supervisor	Cooks	Sweeper +	Waiters	Total			
		(highly	(Skilled)	Dish washers	(Semi				
		Skilled)		(Unskilled)	Skilled)				
1.	Up to 60	01	02	1 + 1	03	08			
2	61 to 75	01	02	1 + 1	04	09			
2	76 to 90	01	02	1 + 1	05	10			
3	91 to 105	01	02	1 + 2	05	11			
4	106 to 120	01	02	1 + 2	06	12			
5	> 120	01	02	1 + 2	07	13			

Notes:

1. The Contractor/Service Provider will be required to pay wages as per following categorization:

SUPERVISOR	HIGHLY SKILLED
COOKS	SKILLED
WAITERS	SEMI-SKILLED
OTHERS	UNSKILLED

2. The Service Provider/ Contractor will be required to arrange additional workers/ waiters beyond what is specified above, if required by OSTC for any short duration or special meetings or programmes etc. OSTC may consider payment of minimum wages for such additional worker(s), on per day per worker basis. 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.

3. 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.

4. 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 as and when required and the expenses thereof, if any, will be borne by the Service Provider/contractor.

5.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.

6.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.

7.On receipt of work order, the Service Provider/ Contractor will supply biodata 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.

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 / One pair of Sandals / Chappals, one Jacket or Sweater per year to each worker) to the Supervisor / Workers deployed by them at OSTC. Reasonable actual cost of uniform 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 irrespective of any missing meal or refreshment. However, in case the trainee officer remains away from the Oriental Staff Training College 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 "No Meal" and no payment shall be made to the contractor for such 'No meals'.
- Payment in respect of 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 to maintain a record of the same.
- 3. Generally the catering services will be required for a minimum of 30 trainee officers on any day. If the number of officers on any particular day, is less than 30, the Service Provider/Contractor will be paid package charges for actual number of officers plus overhead @ 25% of package rate per head per day for the number of officers falling short of 30. Payment in respect of item 2 above shall be over and above payment in respect of trainee officers.
- 4. During break days i.e. when there is no training programme, the Service Provider/contractor will be paid a sum of Rs.3,500/- 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 and taxes. Signature and Seal of the Tenderer 46

However, Service Tax / GST which the Bidder / Contractor charges extra in the bill as per applicable rules and which he is liable to deposit to the Government authorities in respect of this contract if applicable, will be borne by OSTCetc.

- 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.
- 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 2001=100) as mentioned in Annexure XVII
- 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, 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 .
- 9. 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 contactor's bill by OSTC that they must have paid all wages/dues and statutory contributions etc. in respect of their workers deployed at OSTC and satisfactory proof thereof is submitted with the bill to OSTC.

10. The minimum number of workers required to be deployed for providing the services at OSTC shall be as under:

S.	No.	of					
no.	traine	e	Minimum Number of Supervisor and workers				
	Office	ers	Supervisor	Cooks	Sweeper +	Waiters	Total
			(Highly	(Skilled)	Dish	(Semi-	
			Skilled)		washers	Skilled)	
					(Unskilled)		
1.	Up	to	01	02	1 + 1	03	08
	60						
2	61	to	01	02	1 + 1	04	09
	75						
2	76	to	01	02	1 + 1	05	10
	90						
3	91	to	01	02	1 + 2	05	11
	105						
4	106	to	01	02	1 + 2	06	12
	120						
5	> 120)	01	02	1 + 2	07	13

Note: (a)The Service Provider/ Contractor will be required to arrange additional workers/ waiters beyond what is specified above, if required by OSTC for any short duration or special meetings or programmes etc. OSTC may consider payment of minimum wages for such additional worker, on per day per worker basis. 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.

(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

- 11. 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.
- 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.8/- 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. These rates will be applicable up to 80 cups of tea/coffee including biscuits each day. Beyond 80 cups the payment will be made as per bifurcated rates quoted in the Financial Bid. 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% 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.

- 16. 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
 - 17. Table covers and LPG cylinder will be provided by OSTC but the cost of refillina (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.
 - 18. Water and electricity shall be provided by OSTC free of cost.
- 19. Reasonable cost of uniform (summer, winter including shoes) as stipulated by OSTC, will also be reimbursed to the Service Provider/Contractor but its cost of 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 cleanling of Dining Hall, Kitchen, Wash room, (including providing of liquid soap and towel) as mentioned in Annexure VIII Auxilliary services shall be borne by the Service Provider/Contractor.

ANNEXURE-XVI

BILLING PROCESS AND DOCUMENTS

S.N.			INFORMATION REQUIRED	SUPPORT DOCUMENTS	
	MENT				
1.	Bill for charges.	To be raised every month.	Following information is required in the bill a) Bill No./date clearly written b Training Batch (s) (Session Number) c) Training Batch(s) start date and end date d)No. of trainee officers / Faculty Members / Guest billed for e)Billing Rate f) GST /Service-tax regn. number [no service tax will be payable incase the invoice does not bear the service tax number] g)PAN Number h) any other information prescribed by OSTC	 a) Photocopy of the Muster Roll (attendance register)of the month duly endorsed by the Contractor/Works Manager. b) Photocopy of Overtime and Penalty register in respect of Supervisor and workers. c) Salary receipt sheet of that month on the format prescribed under the relevant statutes. d) Photocopy of challan of previous month in respect of EPF and ESI duly deposited with the appropriate authority (Employers and Employees contribution) along with list of the workers/Supervisor bearing PF/ESI number, their individual amount of PF/ESI deposited (Employers and Employees share). The challan should not include the PF/ESI contribution of the other firms of the contractor. e) 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. f) Photocopy of missing meals and No Meal register maintained at the reception. g) 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	Deductions, if any, will
			From receipt	be made as per Tender
			of bill.	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 on completion of every six months period subject to satisfactory performance by the Service provider/contractor on the basis of Average Consumer Price Index (Base year 2001=100 having current Index figure as 274 published in April 2017 for the month of February 2017). Initially the first revision in rates will be made effective from 1.10.2017(based on Index figure published in October 2017 for the month of August 2017) and thereafter it will be revised on 1st April (based on Index figure published in April of the month of February 2017) and thereafter it will be revised on 1st October (based on Index figure published in October for the month of August 2017).

While calculating the %age increase in the package and other rates the Average Consumer Price Index (Base year 2001=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 2001=100) figure as on **30**th September, 2017/ 1st October, 2017(based on Index figure published in October 2017 for the month of August 2017) 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 275 and as on 30.9.2017/ 1.10.2017 it is 285 (based on Index figure published in October 2017 for the month of August 2017). It means that the index has risen by 10 points after submission of the financial bid which is a 3.64 % rise (10/ 275 % 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 3.64 % w.e.f. 01.10.2017. To give effect to this, the Service Provider/ contractor will prepare his monthly bill for the month of October, 2017 onwards based on the rates mentioned in the financial bid and in the end the bill will be loaded by 3.64 % with the remarks " increase in rates due to increase in Price index" and claim the amount accordingly. The rate quoted shall be inclusive of all overheads and taxes. However, Service Tax / GST which the Bidder / Contractor charges extra in the bill as per applicable rules and which he is liable to deposit to the Government authorities in respect of this contract if applicable, will be borne by OSTC. With the said increase in package & other rates, the service tax/ GST component, applicable if any, will also get automatically revised.

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.

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.	Bhatty	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	01
18.	Tea Trolley	01
19.	Dust bins (Drums)	04
20.	Crates 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 /equipments are to be arranged by the Service provider/Contractor.

ANNEXURE – XIX

LIST OF PRESENT AND PAST CLIENTS

(Please give complete details as per the following format. The information provided will facilitate evaluation of your Technical Bid)

Sr No	Name of the Organization with complete postal address mentioning Pvt Sector / Govt Body / PSU / Training Institute etc	Name and Designation of the contact person with Tel. No. / Mob No./ Email ID	Period for which the contract was awarded.	No. of persons deployed by your firm / Company	Nature of work & annual turnover from this client.