



**OS DEPARTMENT, WESTERN ZONAL OFFICE, GROUND FLOOR, WEST WING, YOGAKSHEMA,
NARIMAN POINT, MUMBAI 400021. Tel. no- 022- 66598124/ 022-66598810**

PART -A

**TENDER FOR COMPREHENSIVE ANNUAL MAINTENANCE SERVICES FOR WATER PURIFIERS AND
WATER COOLERS**

Life Insurance Corporation of India, Western Zonal Office, Mumbai (herein after called "LIC of India") having its office at Yogakshema, Jeevan Bima Marg, Nariman Point, Mumbai – 400 021 invites sealed Tenders from reputed, experienced and financially sound Companies/Firms/Agencies for providing Comprehensive Annual Maintenance services for Water purifiers and Water Coolers at LIC of India, Yogakshema Building, Guest Houses and staff Quarters of LIC under its jurisdiction and located in Mumbai.

Tender shall be submitted in prescribed tender form only in two separate sealed envelopes duly superscribed as "Technical Bid" and "Financial Bid" respectively. Both these sealed envelopes should be then kept in a bigger envelope which should be sealed and superscribed as "Tender for Comprehensive Maintenance Services for Water Purifiers and Water Coolers".

Application for empanelment duly completed (in Annexure I) should be duly filled and submitted at the above address along with non-refundable application fee of Rs. 118 /- (inclusive of GST) in the form of demand draft in favour of Life Insurance Corporation of India payable at Mumbai. No cost of tender document will be charged for the tender documents downloaded from our website.

The Tender shall be liable for rejection if not submitted in the prescribed format or if complete information is not given therein or if the particular of data (if any) asked for in the Tender document are not filled in.

Firms/Agency who have been black listed/removed earlier by any office of the Corporation, should not apply. If applied, their applications will not be considered.

Mere submission of Application for empanelment does not confer any right of empanelment. LIC of India reserves its right to reject, accept any or all applications or cancel the process of empanelment without assigning any reason thereof. LIC of India shall neither be held liable nor obligatory on its part to inform the applicant the grounds of any such action. The Corporation reserves the right to raise the minimum eligibility criteria for empanelment depending on the response.

The list of the services to be rendered should not be altered by the tenderer.

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Schedule of Activities

Tender Notification Number and Date	Tender for Comprehensive Annual Maintenance Services for Water Purifiers and Water Coolers. Ref: WZO/OS/WCP/Tender/2023-24 Dated : 06.03.2024
Cost of Tender Document	₹100/-+ 18% GST (non refundable) in the form of Demand Draft / Pay Order drawn in favour of "LIC OF INDIA" payable at Mumbai to be paid at the time of submitting the tender in a separate envelope super scribed "Tender for Comprehensive Maintenance Services for Water Purifiers and Water Coolers." (Tender fees not required for the tender documents downloaded from our website.)
Earnest Money Deposit	Rs. 15000/- (Rupees Fifteen Thousand only) (In the form of Demand Draft/Pay Order)
Time, Date and Place of Sale of Tender Document (collection in person from the given address or downloading from official site of the Corporation)	Time - Monday to Thursday -10.30 a.m. to 1.30 p.m.& 2.00 p.m. to 5.00 p.m., Friday – 10.30 a.m. to 1.30 p.m. and 2.15 p.m. to 5.00 p.m. Date - From – 06.03.2024
(a)Time, Date and Place for receipt of Tender Documents (b) Last Date of Submission	(a)Time - Monday to Thursday -10.30 a.m. to 1.30 p.m. and 2.00 p.m. to 5.00 p.m. Friday – 10.30 a.m. to 1.30 p.m. and 2.15 p.m. to 5.00p.m. Date -- From 06.03.2024 (b) 18.03.2024 Time- 4.00 p.m.
Opening Tender Document	Time - 11.00 a.m. onwards Date - 19.03.2024
Addressee and Office Address for Communication/Place of submission and opening of Tender document.	Regional Manager(OS), Life Insurance Corporation of India, Western Zonal Office, Office Services Dept, Ground Floor, Yogakshema , West Wing, Nariman Point , Mumbai- 400 021.
Email address	wz_wcp@licindia.com OR wz_os@licindia.com
Tender validity Period	Tender must be valid for 180 days from the date of it's opening.
Web link to download tender document	www.licindia.in

The downloaded /purchased tender form must be complete in all respect and dropped in the tender box placed at the above mentioned address strictly within the dates and time mentioned as above. The tenders received after the last date and time of submission as mentioned above shall be rejected.

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Documents to be attached with tender document.

The tendering Firm/Contractor/Company are required to enclose photocopies of the following documents duly self attested along with the Technical Bids failing which their bids shall be summarily rejected.

1. Registration certificate
2. Copy of PAN/GIR card
3. Copy of GST Registration
4. Copy of Income Tax Returns filed for last three financial years 2020-2021, 2021-22, 2022-23.
5. Annual Turnover for last three financial years viz. 2020-2021, 2021-22, 2022-23 as per Annexure IV
6. Copies of Work orders from past clients for last three financial years viz. 2020-2021, 2021-22, 2022-23 as per Annexure III
7. All the Annexures attached with tender document.

All the forms/ annexures are part of this tender and shall be duly signed by authorized person of the tenderer. Financial Bid will comprise of Annexure – VIII with all line items duly filed in.

LIC of India reserves the right to call for missing/additional requirements or otherwise from the applicant at the time of analysis of the tenders received in response to this notice.

LIC of India does not bind itself to accept the lowest or any tender and reserves the right to reject all or any bid or cancel the tender without assigning any reason whatsoever.

Decision of the Corporation will be final, conclusive and binding on the tenderers and the Corporation takes no responsibility for any delay whatsoever for submission of tender after the last date and time given in the schedule.

Sd/-
Regional Manager (OS)

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PART -B

TERMS AND CONDITIONS OF CONTRACT

1. **Valid Business Licence** : The Bidder should have valid trade license issued by the designated Authority for carrying out Water Purifiers and Water Coolers maintenance Business.
2. **Office and operating area** : The service provider should be Mumbai based and operating their business in Mumbai. The Office premises of the Bidder/Tenderer should be located in Mumbai (attach Self-attested photo-copy of proof).
3. **Turnover** :The service providers should have a minimum average turnover of Rs. 40,00,000/-(Forty Lakhs) last three financial years i.e. 2020-21, 2021-22 and 2022-23. A copy of minimum annual turnover statement duly certified by the Chartered Accountant(As per Annexure IV) along with copy of Profit & Loss account and Income Tax Returns for the last three financial years i.e 2020-21, 2021-22 and 2022-23 should also be submitted.
4. **Experience** : The service provider should have minimum (03) three years proven experience of in the relevant field in providing such maintenance services for water purifiers and water coolers. Copies of Work orders from past clients for last three financial years viz. 2020-2021, 2021-22, 2022-23 as per Annexure III
5. **Validity of Tender Rate**: Tendered rate must be valid for 3 years. Initially the CAMC contract will be for two years. However after satisfactory completion of two years it may be further extended for tenure of one year, subject to satisfactory services rendered by vendor in last CAMC period & on consent for renewal of contract on original rate and accepted terms & conditions on mutual consent. Corporation reserves the right to terminate the contract by giving 15 days notice and without assigning any reason thereof.
6. The service provider should have valid GST Registration number and PAN Number.
7. **Tender fee(Nom Refundable)**: The bidder has to deposit an amount of Rs. 118/- (Rupees One Hundred Eighteen only) inclusive of GST towards Tender Fee (Non Refundable) by way of Demand Draft drawn drawn in favour of 'LIC of India' payable at Mumbai. (Tender fees not required for the tender documents downloaded from our website.)
8. **EMD**: All bidders have to deposit an amount of ₹ 15000/- as EMD with their tender. Tender without EMD will not considered. After finalization of tender, EMD will be returned to bidder by way of NEFT only.
9. **Security Deposit**: Successful bidder has to deposit an amount equals to 3% of CAMC charges (excluding GST). SD will be retained by LIC up to the end of contract period or warranty period of last service (whichever is later). LIC can consider the amount of EMD as SD subject to deposition of difference amount of SD.
10. No interest whatsoever shall be payable on the EMD or SD.
11. **Termination of Contract**: If it is observed during AMC contract vendor frequently remains to fails keeping all machines in order or delay in service or delay in attending break down call without any reason, the condition may lead for termination of the contract.

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- 12. Payment condition** – Payment of CAMC will be made by NEFT only by Western Zonal Office, on submission of bill in duplicate with proper seal and duly signed Service Call Report.
- 13. Government Taxes:** The service provider shall be solely responsible for compliance with the provisions of all central and state laws, various taxes (Income tax, sales tax, GST, service tax, etc), labour and industrial laws, such as minimum wages, compensation, EPF, Bonus, Gratuity, etc. relating to persons deployed for providing services to LIC of India.
- 14. Blacklisting** : The bidder should not have been blacklisted by any Central/State Government Agency any office of LIC of India in the past three years. (Self Declaration/Certificate should be attached as per Annexure- V).
- 15. Income tax** –TDS @ prevailing rates will be deducted at source from the payment and will be remitted to Income Tax Deptt. Directly.
- 16. Notification of Award of Contract** : Prior to the expiry of the period of Bid validity, LIC of India will notify the successful Bidder through mail or registered letter, that its Bid has been accepted. The Bidder, in turn has to confirm the acceptance for the offer made by LIC of India through mail or registered letter within 10 days of receiving the mail/letter.
- 17. Integrity Pact** : The successful bidder shall execute and submit Integrity Pact on stamp paper of ₹ 500/- as per Annexure –VII in this tender document.
- 18. Signing of Contract** : At the same time as LIC of India notifies the successful Bidder that its Bid has been accepted, LIC will send the Bidder the Contract For incorporating all Agreements between the two parties. Within 15 days of receipt of the Contract Form, the successful Bidder shall sign and date the Contract and return it to LIC of India.(LIC reserves the right to decrease or increase the number of days).

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PART C

SCOPE OF DELIVERABLES

The following is the scope of work to be performed by the successful bidder:

1. The vendor will be responsible for providing comprehensive all inclusive maintenance and onsite servicing of all water purifiers and water coolers mentioned in this tender document (Annexure IX)
2. Undertaking periodic comprehensive maintenance work of all water purifiers and water coolers mentioned in Annexure IX and subsequently added thereafter over a period of time. All servicing and related works will have to be carried out by qualified and experienced technicians trained in carrying out every aspect of the job he /she needs to carry out.
3. The Frequency of maintenance/service will be quarterly for all water purifiers and coolers installed in our office premises. The frequency of maintenance of water purifiers installed in our various staff quarters will be half yearly. The period begins from the date of signing the contract.
4. Vendor will undertake servicing and stock sufficient spares of all brands/models mentioned in the annexure Annexure IX without exception. In the event the vendor cannot service or does not have the capability to service any brand/model, the vendor will have to get maintenance/servicing of the specific brand/model done at his/her own cost
5. The service to be delivered by the vendor is comprehensive which includes servicing/cleaning and repair of any fault including procurement of all spares required. The spares need to be new and not old used spares
6. CAMC should include replacement of candles, carbon and connected tubes once a year. Such change in candles/carbon/tubes will have to be done not before 11 months of earlier change.
7. If the water purifier/cooler is beyond repair, the same needs to be mentioned in the technical report detailing the reason. Based on the report LIC of India will decide on replacement of the non functional unit.
8. Annexure IX provides list of current installations. However, it is not the exhaustive list and LIC of India may add new locations to it as and when LIC of India opens/shifts offices or staff Quarters at new location and the same will be conveyed to you in writing. The new locations will be within Mumbai Metropolitan limits.
9. The vendor will be required to attend to emergency calls on all days including public holidays except national holidays.
10. The vendor is expected to provide OS Dept./Western Zonal Office a schedule of maintenance planned by vendor at least seven days in advance. On successful completion of servicing, the vendor is required to obtain the user signature with date.
11. The vendor will have to have at least (04) four technicians exclusively allotted for carrying out all activities under this contract.

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PENALTY CLAUSE: Vendor has to ensure minimum one preventive maintenance visit at every site so that all machines are kept working at every site during every quarter in offices and during six months in staff quarters and guest houses. If at any location any machine got breakdown, Intimation will be sent to service provider/vendor over telephone/Mobile/ via email by user. Vendor has to ensure that complaint will resolve up to next working day of complaint. If vendor fails to complete the job within time an amount of ₹ 100/- per day (maximum ₹ 500/-) per machine will be charged as penalty & same will be recovered from the next bill.

Disclaimer :

Subject to any law to the contrary and to the maximum extent permitted by law, Life Insurance Corporation of India including its Subsidiaries and its Officers, Employees, Contractors, Agents and Advisers disclaim all liability from any loss or damage suffered by any person acting or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in the tender document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of Life Insurance Corporation of India including its subsidiaries or any of its Officers, Employees, Contractors, Agents or Advisers.

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TECHNICAL BID- Annexure- I

The Bidder/Tenderer is required to furnish the following information.

SL No.	DESCRIPTION	PARTICULARS
1.	Name of the Firm /Company (In Block Letters)	
2.	Registered and Communication Address of the Firm / Company, Telephone No. & Mobile No. / Email id	
3.	Date of Incorporation/Establishment of the Firm.	
4.	Type or Organization i.e. Whether the Firm /Company is proprietorship /partnership / private limited / public limited Company. Attach proof i.e. Registration Certificate with CIN /Registration No.	
	a. Name of the Partners/Directors	
	b. Name of Chief Executive with his Present Address and Telephone Nos.	
5.	Nature of business carried by the Company.	
7.	Total Number of employees on the rolls of the Bidder/Tenderer.	
8.	(A)Name of authorized contact person/ official/ proprietor/ director etc.	
	(B) Mobile / Landline Number	
	(C) Fax Number	
	(D) E-mail ID	
9	PAN Number of the Firm/company. Attach Self-attested photocopy of the PAN Card.	
10.	GST Registration /Number of the Firm / Agency. Attach Self-attested photocopy of the same.	
11.	Whether holding certificate under Shops & Establishment Act? (Attach copy)	
12	Bank Account Details of the Firm	
	(A) Bank Account No.	
	(B) Bank Name and Address	
	(C) IFSC Code	
	(D) MICR Code.	
	Attach self-attested photo-copy of cancelled cheque and First page of Passbook	

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SL No.	DESCRIPTION	PARTICULARS		
13.	List of existing Clients along with proof which may include Government / Public Sector Undertaking or any Private Company or Corporate Establishment, along with the names and contact numbers Attach Certificate from clients / organizations as per Annexure III			
14.	The Tenderer should have minimum average annual turnover of Rs. Fifty lac for the last three financial years i.e. 2020-21, 2021-22 and 2022-23 should have earned net profit in any 2 of the last three financial years. I.T. returns of last three financial years to be attached also Attach Certificate from Chartered Accountant in this regard as per Annexure IV.	YES / NO		
		Year	Turnover	Net Profit
		2020-21		
		2021-22		
		2022-23		
15.	Whether the Bidder/Tenderer should be able to deploy at least 04(four) trained technicians exclusively for carrying out maintenance and servicing anywhere in Mumbai Under this contract. (Yes/No)			
16	Bidder should have to comply with all required statutory and legal requirements. Bidder should be willing to submit Integrity Pact. (Yes/No)			
17	Whether bidder/tenderer has been blacklisted by any Government/PSU/Corporation for corrupt or fraudulent practices or non-delivery, non-performance in the last three financial years. (Yes/No)			
18.	Bidder should provide Bid Security/EMD of Rs. 15,000/- (Rupees Twenty five thousand only) The Bid security shall be in Indian Rupees and shall be in the form of Demand Draft/Pay Order issued by a Nationalized/Scheduled Bank located in India and addressed to Life Insurance Corporation of India and should be valid for 45 days beyond the validity of bid.	Submitted /Not submitted		

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SL No.	DESCRIPTION	PARTICULARS
19.	Enclose Demand Draft only of Rs.100/-plus 18% GST - as "Tender Fees. Payment through cheque or any other mode is not acceptable. " (Tender fees not required in case Tender Document is downloaded from our Website.)	Demand Draft No. _____ Date of Demand Draft _____ Demand Draft Amount _____ Bank Name _____
20.	Mention any other specialties of your Establishment	

UNDERTAKING

I hereby certify that all the information furnished above and documents attached with Technical Bid/Tender are true to the best of my knowledge and belief. I have no objection if the Company i.e. Life Insurance Corporation of India approach any concerned authority for verification of any or all the information / documents furnished in the Tender Document.

SIGNATURE WITH STAMP : _____

NAME OF FIRM : _____

NAME OF AUTHORISED PERSON : _____

CONTACT NUMBER : _____

E-mail ID : _____

DATE : _____

ANNEXURE II

FORMAT OF NON-RELATIONSHIP CERTIFICATE

(To be submitted on the Letter Head of the Bidder/Tenderer)

I / We / Our organization,

including our Partners / Share-holders / Directors hereby certify that none of my / our relative(s) is / are employed in Life Insurance Corporation of India.

In case at any stage, if it is found that the information given by me / us is false / incorrect, Life Insurance Corporation of India shall have the absolute right to take any action as deemed fit without any prior intimation to me / us.

Signature of the Tenderer with Seal: _____

Name of the Tenderer: _____

Date: _____

ANNEXURE III

LIST OF PRESENT AND PAST CLIENTS DURING LAST THREE YEARS

(Please give complete details as per the following format along with the Experience Certificate issued by clients/organizations. This information provided will facilitate evaluation of Technical Bid).

S. No.	Name of the Organization with complete postal address mentioning Pvt. Sector/ Govt Body / PSU / Public Limited Company.	Name and Designation of the contact Person with Telephone No. / Mobile No. / mailID.	Period for which Rate Contract / Service was awarded.	Nature of Work

SIGNATURE WITH STAMP

: _____

NAME OF FIRM / COMPANY :

NAME OF AUTHORISED PERSON:

CONTACT NUMBER: _____

E-mail ID: _____

DATE : _____

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ANNEXURE IV

CERTIFICATE REGARDING TURN-OVER AND NET PROFIT OF TENDERER DURING THE LAST THREE FINANCIAL YEARS

I/We, M/s _____,
the Bidder/Tenderer for Comprehensive Maintenance Services for water purifiers and water coolers as mentioned in the Tender Document, hereby confirm that the average total turn-over of the firm/company during the last three financial years i.e. 2018-19, 2019-20 and 2020-21 is Rs. Fifty Lakh or more. The financial year-wise break-up is given below: -

S. No	FINANCIAL YEAR	ANNUAL TURN-OVER FOR THE YEAR	NET PROFIT EARNED FOR THE YEAR
1	2020-21	Rs.	Rs.
2	2021-22	Rs.	Rs.
3	2022-23	Rs.	Rs.

SIGNATURE & SEAL OF THE TENDERER

CERTIFICATE BY CHARTERED ACCOUNTANT

I / We, _____,
Chartered Accountants, certify that the figures regarding Annual Turnover for the years mentioned above in respect of M/s. _____
_____ are
true as per their Books of Accounts and other related records.

SIGNATURE & SEAL OF THE CHARTERED ACCOUNTANT

ANNEXURE V

**SPECIMEN OF UNDERTAKING REGARDING NON-
BACKLISTING/PROSECUTION OF THE FIRM**

(To be submitted on the Letter Head of the Bidder/Tenderer)

TO WHOMSOEVER IT MAY CONCERN

I / We / Our organization, M/s

hereby declare that neither me nor our Organization including our Partners / Directors were ever blacklisted / prosecuted by any government department / statutory body(ies) / Public Sector Undertakings in any State or by any Court of Law.

SIGNATURE OF BIDDER/TENDERER

WITH DATE AND RUBBER STAMP

ANNEXURE VI

ACCEPTANCE LETTER

(On the Letter Head of the Firm / Agency)

To,
Regional Manager (OS)
LIC of India,
Western Zonal Office,
Yogakshema,
Mumbai

Dear Sir,

Re: **Acceptance of Terms and Conditions and Procedure for Submission of bills for release of payment in respect of Tender for Comprehensive maintenance services for water purifiers and water coolers**

The Tender Document for Comprehensive maintenance services for water purifiers and water coolers floated by Life Insurance Corporation of India have been purchased / downloaded through their Website by me / us. I / We have gone through and read the entire terms and conditions, scope of services, penalty clause, procedure for submission of bills for payments to Bidder/Tenderer of the Tender Document of The Life Insurance Corporation of India, Western Zonal Office, Ground Floor, West Wing, Yogakshema, Mumbai. I / We declare and agree that I / We will abide by the all the terms and conditions/clauses and hereby accept procedure for submission of bills for release of payment contained in the tender document and will not deviate from compliance of any of the requirement. In case any provision of the tender is found violated, I / We agree that the tender shall be liable to be rejected and Life Insurance Corporation of India shall, without prejudice to any other right or remedy, will be at liberty for suspending, deemed fit by the Competent Authority for participating in any of the Tendering/Bidding/Empanelment process initiated by any Office of the Corporation.

I / We hereby unconditionally accept all the terms and conditions/clauses and accept procedure for submission of bills for release of payment to me / us contained in the tender document and will not deviate from compliance of any of the requirement mentioned in the Tender Document.

Thanking you,

Yours faithfully,

SIGNATURE OF BIDDER/TENDERER WITH DATE AND RUBBER STAMP

ANNEXURE VII

PRE CONTRACT INTEGRITY PACT

General:

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on..... day of the month of2022. , between, on one hand, the Life Insurance Corporation of India (hereinafter referred to as "LIC") a statutory Corporation established under section 3 of Life Insurance Corporation Act 1956 (XXXI of 1956) and having its corporate office at "Yogakshema" Jeevan Bima Marg Mumbai 400021. (here in after called the "BUYER" which expression shall mean and include, unless the context otherwise requires, his successors in office assigns) of the First part. And M/srepresented by Shri..... (Hereinafter called the "BIDDER /SELLER/SERVICE PROVIDER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second part.

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

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

NOW, THEREFORE,

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

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

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

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

1.Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting on implementation process related to the contract.
 - 1.2 The BUYER will, during the pre-contract stage/evaluation stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
 - 1.3 All the officials of the BUYER will report to the “**Chief Vigilance Officer**” of the Buyer any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

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

- 3.1** The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2** The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract of any other contract with the government for showing or forbearing to show favour or disfavor to any person in relation to the contract of any other contract with the Government.
- 3.3** Foreign BIDDERS shall disclose the name and address of their Indian agents and representatives in India, and Indian BIDDERS shall disclose their foreign BUYERS or associates.
- 3.4** BIDDERS shall disclose the payments to be made by them to their agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5** The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/ integrator/authorized agent of the stores/equipment/items and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

- 3.6** The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries, including officials of the BUYER or their family members, if any, in connection with the contract and the details of services agreed upon for such payments.
- 3.7** The Bidder will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
- 3.8** The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9** The BIDDER/Contractor will not commit any offence under the relevant India Penal Code (IPC) /Prevention of corruption (PC) act. Further, the bidder will not use improperly, for purposes of competition or personal gain, pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10** The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11** The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12** If the Bidder or any of the key personnel of the bidder, actively involved in the project is a relative of any of the actively involved personnel of the Buyer, the same should be disclosed.
The term 'relative' for this purpose would be as defined in section 2(77) of the Companies Act, 2013.
- 3.13** The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee or the BUYER.

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

4. Previous Transgression

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

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

5. Sanctions for Violations:

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

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any; compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

- (v) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/recession and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vi) To debar the BIDDER from participating in the future bidding processes of LIC for a minimum period of five years which may be further extended at the discretion of the BUYER.
- (vii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (viii) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

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

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

6. Independent Monitors:

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

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

Shri. Arun Chandra Verma, IPS (Retd.)
Flat No. C-1204
C Tower, Amrapali, Platinum Complex,
Sector – 119, Noida(U.P.)
Email : acverma1@gmail.com
Mobile : (+91) 8130386387

- 6.2** The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 6.3** The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently. It will be obligatory for him to treat the information & documents of the Bidder as confidential.
- 6.4** Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 6.5** As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the Authority Designated by the buyer.
- 6.6** The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

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

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

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

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

7. Facilitation of Investigation:

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

8. Law and Place of Jurisdiction:

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

9. Other Legal Actions:

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

If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

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

10. Validity:

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

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

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

BUYER
Name of the Officer:
Designation

BIDDER
CEO:
Deptt./

Witness

1.....

1.....

2.....

2.....

(Note: Bidder/Seller/Service Provider
Stores/equipment/item/service
Bidding process/ bid evaluation/process of availing services

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

ANNEXURE VIII

Financial Bid

TENDER FOR COMPREHENSIVE ANNUAL MAINTENANCE SERVICES FOR WATER PURIFIERS AND WATER COOLERS

The Tenderer /Agency is required to furnish the following information. This information is to be sealed in a separate Envelope mentioning Financial Bid.

Sl.No.	Rates (Excluding GST) quoted for Comprehensive Maintenance and Service of water purifiers and water coolers			
	Comprehensive servicing	Rate (R)	No. of Units(N)	Total amount quoted (R * N)
1.	CAMC rate per water purifier unit (Annual)		1278	
2.	CAMC rate per water Cooler unit (Annual)		59	
	Total CAMC per annum(1+2)	NA	NA	

Note-

- Rate quoted should include all other charges excluding GST. GST will be paid as per prevailing rate provided.
- GST No of LIC-27AAACL0582H1ZM is to be mentioned in the bill submitted by the agency.

Note

Quote Rate only for the specified item in the given format.

SIGNATURE WITH STAMP : _____

NAME OF FIRM / COMPANY : _____

NAME OF AUTHORISED PERSON : _____

CONTACT NUMBER : _____

E-mail ID : _____

DATE: _____

ANNEXURE IX

Details of current water purifiers Installations in our Offices/Staff Quarters/

Guest Houses located in Mumbai.

LOCATION	WATER COOLERS		WATER PURIFIERS	
	MAKE	QUANTITY	MAKE	QUANTITY
OFFICES	AQUA COOL	17	ALFA	41
	BLUE STAR	39	KENT MAXX	5
	VOLTAS	3	AQUA COOL HIGH FLOW	15
			OTHER	6
TOTAL (A)		59		67
STAFF QUARTERS/ GUEST HOUSES	NIL	NIL	AO SMITH	1
			ALFA	191
			AQUA CLASSIC	5
			AQUA FLOW	8
			AQUAGUARD	50
			AQUA ONE	347
			AQUA PARAG	15
			AQUA SMART	2
			AQUA SURE	3
			AQUA CLASSIC	1
			KENT MAXX	205
			KENT ULTRA	318
			HAVELLS PRO	3
			REAL WATER	15
			AQUA FRESH	1
			WATER DOCK	27
			OTHER	19
TOTAL (B)	NIL	NIL		1211
GRAND TOTAL (A+B)		59		1278

