

PATNA DIVISIONAL OFFICE-1.

“JEEVAN PRAKASH”, Frazer Road, Patna-800001
Phone No 0612-2223043, email ID- os.patna@licindia.com

“Tender for Canteen Services in Jeevan Prakash Building, Patna”

LIC Of India invites BIDs through GeM Portal from licensed organisations / Agencies having their operating office anywhere in Bihar who are providing Canteen Services in any organisations of repute etc. Successful Bidder will have to provide breakfast /meal/lunch to the employees of Patna DO-1 and trainees of our Sales Training Center (STC), Patna in Jeevan Prakash Building, Patna.

Initially, the contract will be awarded for a period of two years only and the agreed terms and conditions / rate of fooding etc will not be changed under any circumstances during the period of contract. The contract may further be extended on the basis of satisfactory services to the satisfaction of the Competent Authority for the third year on the original terms and conditions.

Date of issue-As per GeM

Last date of tender papers submission—As per GeM.

EMD:-As per specification in GeM Portal.

Date of floating the Tender Document:-As per GeM

Details available in LIC Website www.licindia.in / Tender

Bid must be complete in all respect and submitted strictly within the dates and time mentioned as above along with the other tender document.

LIC Of India reserves the right to call for missing / additional requirements or otherwise from the applicant at any 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 or cancel the tender without assigning any reason whatsoever. LIC Of India reserves the right to accept or reject any or all offers in full / part without assigning any reasons what so ever. Decision of LIC Of India will be final, conclusive and binding on the bidders and the Corporation takes no responsibility for any delay whatsoever for submission of tender after the last date and time given in the schedule.

Senior Divisional Manager

PATNA DIVISIONAL OFFICE-1.

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The Bidders/Tenderers complying the following **mandatory conditions** duly supported by the relevant papers shall be considered for further evaluation:-

1. Bidder must be registered under Bihar Shop and Establishment Act 1953.
2. Bidder must have operating office anywhere in Bihar.
3. Bidder must have average Turn over of at least Rs 10 Lacks in last three Financial Year (2021-22,2022-23 and 2023-24).
4. Bidder must have at least one existing work order of the same nature as on date of submission of Tender.
5. Bidder must have experience of minimum 3 (three) years of running the Canteen in a reputed organisation. Suitable documentary evidence to be enclosed.
6. The Bidder must possess the requisite valid licence issued by the Competent Authority i.e. Food Safety and Standards Authority of India (**FSSAI**) for carrying out the business and responsible for complying.

After qualifying the above six mandatory conditions, remaining papers of bidder as mentioned in Tender will be evaluated / examined.

**Senior Divisional Manager
LIC Of India
Patna Divisional Office-1**

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General terms and conditions of the Tender

1. Initially, the contract will be awarded for a period of two years only and the agreed terms and conditions / rate of fooding etc.will not be changed under any circumstances during the period of contract. The contract may further be extended on the basis of satisfactory services to the satisfaction of the Competent Authority for the third year on the original terms and conditions.
2. The approved bidder/ contractor has to run the canteens at Patna DO-1 and STC Canteen, Patna (Jeevan Prakash Building, Frazer Road, Patna)
- 3.The bidder/contractor should have experience of minimum 03 (three) years of running the canteen in a reputed organization. Suitable documentary evidence to be supported along with thetender application. The bidder/ contractor/ must possess the requisite valid license issued by the Competent Authority (FSSAI) for carrying out the business and shall be responsible for complying with all laws pertaining to the service in question as well as those pertaining to employment of persons under him.
4. The applicant must have average annual turn over of Rs 10(ten) lacks per year during the last three financial years.(2021-22,2022-23 and 2023-24).
5. The applicant should not have rescinded / abandoned any catering contract awarded by any of his client before the expiry of prescribed period of contract.
6. The applicant does not suffer / has not suffered any disqualification to render the catering services at Any time in respect of matters not enumerated herein.
7. The rates to be quoted shall be inclusive of all taxes. GST will be paid extra.
8. Any Tender not complying with conditions either wholly or partially shall be liable for rejection.
9. The contractor shall provide at his own expenses crockery, cutlery, cooking utensils, glassware and other articles necessary and suitable for running of canteen. He shall all times keep and maintain all these articles in a clean, neat, and hygienic condition.
10. The contractor should attend the meeting whenever he is called upon to do so. This is mainly to keep a check on the quantity / quality of food to be served. If the quantity/ quality of food served or service rendered by the contractor is not satisfactory at any point in time, the Competent Authority or any one authorized by him is entitled to initiate action deemed necessary including immediate termination of the contract without notice to the contractor.

LIC Of India will provide following items to the successful bidder:-

Free canteen Space , Water and Electricity with bulbs/ tubes and fan available in the canteen.

(Signature of the tenderer)



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11. The bidder/ contractor shall bear all the expenses for running the canteen and LIC shall not in any manner be liable for any damage caused on incidents like theft ,burn, fire, electric shock or bear any compensation for damage or injury caused to its workmen during discharging their duty. The bidder/ contractor shall take all necessary precautions against fire hazards and follow rules and regulation as laid down by concerned authorities and to the satisfaction of LIC Of India.

12. The bidder/ contractor should keep the Patna DO-1 Canteen and STC Canteen complex clean. If , at any point of time the canteen and its premises are found to be unclean , the bidder/ contractor shall be held responsible and action deemed fit shall be taken by the Competent Authority.

13. There shall be no compromise on the quality of food supplied by the bidder/ contractor and if any such incidence or food adulteration is found , action deemed fit shall be taken by the competent authority and all the rules of Prevention of Food Adulteration Act (PFA Act.) will apply.

14. Only fresh food is to be served. Stale / refrigerated food should not be served at any cost. Recycled oil should not be used for cooking.

15. The bidder/contractor should employ a minimum of three persons for maintaining adequate number of persons engaged in cooking, distribution of food and disposal of garbage and left over food. The contractor should also have professional cooks under his supervision to run the canteen. No such employee will be under the age of 18 years. Documentary evidence to be provided by the bidder/ contractor. Canteen staff should be will dressed, neat and preferably they should have uniform with badges. COVID-19 Protocols must be followed by them.

16.The bidder/ contractor will be responsible for complying with payment of minimum wages (State or central whichever is applicable) and other labour laws in force from time to time to its employees deployed in the canteen. The bidder/ contractor will be liable for any consequences resulting from violation of any such rule / provision.

17. Under no circumstances any of the bidder/ contractor's employees will stay in LIC premises after office hours.The LIC office is a "NO SMOKING ZONE", hence sale and use of tobacco is prohibited.

18.The sale and use of Liquor (Alcohol) is strictly prohibited in LIC premises.

19.It will be the responsibility of bidder/ Contractor to keep canteen services available for Patna DO-1 and STC Canteen on all working days/ working hours (10AM to 05.30 PM) .Failure to provide services on any working day can lead to termination of contract. However, bidder/ contractor will have to make the services of canteen available for any closed holiday/ off duty hours as per the administrative requirements of the office.

20. The LIC Of India reserves the right to enhance the security deposit as and when felt necessary.

21. Forfeiture of EMD / Security deposit:-

- a. If the successful bidder/ contractor refuse to enter into an agreement or fails to remit the security deposit within seven days of acceptance of tender, EMD will be forfeited
 - b. If the approved bidder/ contractor abandons the, security deposit will be forfeited.
 - c. If the contract is terminated by LIC due to poor performance / violation of any clause of agreement or bad act of bidder/ contractor, security deposit will be forfeited.
22. The submission of the bid by the bidder/ contractor shall be taken to signify the acceptance of the stipulated terms / condition. Any failure on the part of bidder/contractor to observe the prescribed procedure or any attempt to canvas for allotment of work will be prejudicial , the bidder/ contractor will make it to liable for exclusion of consideration .

(Signature of the tenderer)

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- The Bidders are advised to inspect the premises etc during office hours where the services are required to be offered and assess for requirements themselves before submission of the tender. Non-disclosure of relevant information of furnishing of incorrect information , documents will lead to disqualification of application.
23. The Competent Authority reserves the right to accept or reject any tender or reserves the right to recall the tenders without assigning any reason.
 - 24.. The bidders shall execute and submit Integrity Pact on stamp paper of Rs 100/ as per Annexure A-4 In this Tender Document. This document has to be submitted with the technical bid failing which the Tender will not be considered.
 25. In case of Micro and Small enterprises who have registered with the Director of Industries (DI) / District Industries Centre (DIC) as manufacturing / service enterprises by filling Entrepreneurs memorandum (Part-11) will be exempted from payment of Earnest Money (EMD) and Tender Fee.(copy of certificate to be enclosed)
 26. There will be a pre-bid meeting on 31/07/2024 at 4 pm in LIC of India , Patna DO-1 , E&OS Department for any clarifications.
 27. The contractor has to ensure :-
 - a. The approved daily Menu Chart should be displayed prominently on a board near the dining hall.
 - b. No change or alteration in menu , quantity and quality is permissible without prior approval of the principal .
 - c. To purchase all the food stuff , vegetables , groceries and articles used for the catering purposes and shall always have on hand , sufficient stock , in such a way that the catering services will not get interrupted .
 - d. All provisions should be fresh and of reputed brands with ISI or Agmark certification and should be stored in hygienic containers with lids . Refined / Mustard Oil should be branded like Saffola , Nature Fresh , Engine, Sundrop etc. And Atta should be branded like Aashirvad , Shaktibhog , Shree Kamal , etc.
 - e. Vegetables , fruits , bread , milk etc. Should be fresh and of good quality and should be stored hygienically . Use of vegetable oils , artificial colours is strictly prohibited .
 - f. Use of Vegetable oils , artificial colours are strictly prohibited .
 - g. Reuse of burnt oil is strictly prohibited Oil , once used will not be reused .Adulteration or use of sub standard items will be penalized and the items will be confiscated .
 - h. Good quality of papads to be used.
 - i. All uncooked items must be handled with utmost hygiene using hand gloves and proper dresses Stewards must wear gloves to cut salads and to serve items . The grinders must be cleaned Spotlessly in hot water before and after use.
 - j. All salads and fruits should be washed first and then cut .
 28. A. The contractor shall provide at his own cost , all items / equipments including a Refrigerator and always maintain it in good working condition .Cost of cleaning material for cleaning of dinning hall , kitchen etc. shall be borne by the contractor
B. The contractor shall provide flasks , crockery , cutlery , cooking utensils, glassware , juicer / mixer table clothes , saucer papers , tissue papers cloth napkins and other articles in adequate quantity /number which are necessary for running the canteen. Cracked or broken ones should be Replaced forthwith .
C. Utensils , cups , saucers , flasks(especially the rims) , crockery , etc. should be scrubbed and Cleaned thoroughly with Vim and hot water.
D. LIC will not be responsible in any way for the loss and / or damage caused what so ever to any of the aforesaid articles.
 29. Usually the training sessions are conducted throughout the year , but the number of trainees may vary from time to time and the Sales Training Centre does not guarantee any minimum number of participants. There may be breaks between sessions . A situation could arise when no session is conducted during a particular period . Notwithstanding this , the contractor's catering and maintenance service shall be available throughout the year without any break. If there are no training sessions during a whole calendar week (i.e. from Monday to Friday) , then the Sales Training Centre undertakes to guarantee a retention payment of Rs. 5000/= (Rupees Five Thousand Only) per week .

(Signature of Tenderer)
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30. All workers will have to follow the code of conduct i.e. maintain courtesy , decency and decorum at all times . The contractor shall fully responsible for behaviour of his workers . Complaints from participants / guests regarding discourteous behaviour will be viewed very seriously and shall attract heavy penalty , as decided by the Competent Authority.
31. If any worker is injured or rendered partially / permanently disabled / indisposed due to any reason such as accidents , fire , ill health etc. during the period of their services , it would be the sole responsibility of the contractor to take care of them and to pay necessary compensation in respect of such persons as per the relevant labour laws including all medical expenses , legal expenses etc. LIC does not hold any responsibility in this regard.
32. a. The kitchen ,dining hall , wash areas ,wash basins and surrounding areas in the dining hall should be maintained neat and clean round the clock by using good quality disinfectants.
The contractor should arrange for cleaning tables immediately after the dining and dispose off kitchen garbage / leftover food without causing any environmental hazards . He should liaise with the local Municipal / Civic Authorities for disposal of garbage of all types daily . The receipts or declarations by contractor to be furnished along with bill.
33. a. The contractor shall obtain at his own expenses all licenses , permissions etc. as may be required by law and shall pay service tax and all other taxes imposed by any Governmental /Municipal Authority / Agency .He shall produce proof of such payment to LIC , if called upon to do so.
- B TDS and such other taxes as per the prevailing rules shall be deducted from his bills while making the payments.
- C The Contractor shall ensure that he fully complies and observes all provisions of Contract Labour Act (Regulation and Abolition Act 1970) , . Minimum Provident Fund and Misc. Provisions Act and such other statutory enactments , amended from time to time . LIC shall not be responsible for violation of any of the laws /rules / regulations to be followed by the contractor in this regard .
34. The contractor will be liable for all consequences in case of any food poisoning . Severe and stringent action will be taken by the LIC , including imposition of penalty . The contractor shall bear all medical expenses , compensation and legal expenses including all fines / punishment imposed by the Government authorities.
In terms of provisions of Section 33(3) of the Insurance Act , 1938 , as amended by the Insurance Laws (Amendments) Ordinance 2014 , Insurance Regulatory and Development Authority of India(IRDAI) is authorized to verify all such books of account , register , other documents and the data base in the custody of contractor in respect of service outsourced by the LIC of India . It shall be the duty of the contractor to provide such documents/statements /informations as may be required by IRDAI within such time as may be specified by IRDAI .
The contractor shall not assign or transfer the rights and responsibilities assigned to him , to any other person or entity and shall not sub contract his services partially or wholly in any manner what so ever to others.
35. The contractor shall meet the Principal/canteen committee at least once in a fortnight or whenever called for to review the position and shall rectify the lapses and abide by the advices given by the Principal/Canteen Committee. The Canteen Committee will have the right and authority to inspect such articles of food and provisions as being provided by the contractor and will have full powers to order discontinuance of use of certain food items / raw materials and provision which are not as per the specifications mentioned in the Tender or are found to be of unsatisfactory standard or on grounds of hygiene.
36. The contractor shall submit neat and accurate bills , with details along with all requirements in the manner and format prescribed by LIC . Bills , not in order are liable to be returned for orderly resubmission .The bills will be settled once in a fortnight. All payments to the contractor shall be made by NEFT /RTGS subject to deduction /withholding of all applicable taxes and charges.
37. The contractor shall not have any tenancy rights by virtue of entering into an agreement with LIC . The premises and its facilities will be utilized by the contractor only for the purpose as described in the agreement during the currency of the contract. On expiry / termination of the contract , he shall hand over the peaceful vacant possession of the premises in the same condition as provided in the beginning . In case the contractor discontinues the contract before the expiry of the period of contract his security deposit shall be forfeited .

(Signature of Tenderer)

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38. The contractor must ensure compliance of the provisions of Food safety and Standards Act 2006 , Food Safety and Standard Rules 2011 , Rules and Regulations of the Central Government , Local Municipal Authorities and other statutory requirements as relevant to running a canteen and providing catering services in Sales Training Services in Sales Training Centre . In case any fine / penalty is imposed by the Central / State / Local Authorities , then it shall be the responsibility of the contractor and if any such fine penalty is paid by the Sales Training Centre on this count , then the same shall be recovered from the monthly bill and / or Security Deposit.
39. The rates for any item not specified in the Tender / Financial Bid shall be decided after mutual negotiation.
40. In the event of any incident of food poisoning, the contractor will be held solely responsible for all consequences thereof . If it is found on inspection that the food item is injurious to health or of a sub-standard quality , the Contractor shall be liable to pay a penalty as may be decided by the Corporation , on each occasion.
41. In respect of catering services, the contractor shall provide adequate number of competent and well-trained workers , one of whom will serve as the canteen Manager for cooking , cleaning , serving etc. to provide uninterrupted service at all times.

(Signature of the tenderer)

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Technical Bid for Canteen Services at Patna DO-1 and STC Canteen,Patna

SI no	Eligible Criteria for Technical Tender Eligibility	Information provided by the Vendor
1.	Name of the contractor/Firm/Organisation (IN BLOCK LETTERS)	
2.	Date of Establishment / Incorporation	
3.	Registration No. For Registration / License No	
4.	Address for correspondence:	
5.	Name & Contact No.	
6.	Status of the Firm : Partnership / Proprietary /Pvt. Ltd. Co./Public Ltd.	
7.	Name of the Proprietor / Partners / Directors with his mobile no. , present address , designation who would be calling on us and attending to our jobs.	
8.	Name of the Bankers with address and Telephone Nos. , IFSC code	
9.	IT PAN NO. & last three years IT returns	
10.	Labour Licence No. And validity under various provisions of Labour Laws	
11.	GST Registration NO.(COPY TO BE ATTACHED)	
12.	EPF Registration No. (COPY TO BE ATTACHED)	
13.	ESI Registration No. (COPY TO BE ATTACHED)	
14.	Turnover for last 3 years (ITRs TO BE ATTACHED)	
	2023-2024	
	2022-2023	
	2021-2022	
15.	Turnover in the last year 2023-24(average Rs. 10Lacs)	
16.	Details of Empanelment with any offices of LIC of India or any PSU/Banks etc.,Enclose the list giving details of Name , since how long , contact No. Who may be contacted by us for confirmation.	
17.	Registration no. Under MSME , Attach Certificates.	
18.	Details of past and present experience in the field (enclose certificate)	
19.	Details of FSSAI registration with its current validity (enclose certificate)	

I / We -----agree to abide by all the " ELIGIBILITY CRITERIA AND OTHER TERMS AND CONDITIONS " prescribed in your formats and assure to render the services to the fullest satisfaction of the Corporation.

PLACE:

Signature of the Tenderer with name & seal

DATE :

Documents to be enclosed along with Technical Bid

<u>SI No</u>	<u>Documents attached</u>	<u>Yes/No</u>
01.	Certificate of Registration with Labour Department	
02.	Certificate of Registration with office of the Regional Provident Fund Commissioner (EPF)	
03.	Certificate of Registration with Employees State Insurance Corporation(ESI)	
04.	Certificate of Registration for Goods and Services Tax(GST)	
05.	Audited financial statements (Profit and Loss & Balance sheet) for last three financial year (Turnover Copy)	
06.	Income tax assessment order/returns for the last three financial years	
07.	Certificate of Income Tax PAN no.	
08.	Certificate of Registration with MSMED/NSIC etc. , if any	
09.	Enclosed Pre contract Integrity Pact duly signed	
10.	Experience certificate , if any	
11.	Documentary evidence of Bank A/C	

(Signature of Tenderer)

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(A) FINANCIAL BID FOR PATNA DO-1 CANTEEN

Sl.no.	Meals items name	Quantity	Rates Quoted (Rs)
01	Roti (with Ashirbad,Golden Harvest,Nature Fresh brand)	4 pieces (100 Gram)	
02	Chawal (Arba-India Gate , Rice Queen,Khila-Khila)	1 Plate (150 Gram)	
03	Dal (Arhar & Masur)	1 Plate (50 Gram)	
04	Green Sabzi	1 Plate (150 Gram)	
05	Mixed Sabzi	1 Plate (150 Gram)	
06	Bhujiya Green Vegetable	1 Plate (150 Gram)	
07	Bhujiya Mixed Vegetable	1 Plate (150 Gram)	
08	Chicken	4 Pieces (200 Gram)	
09	Mutton	4 Pieces (200 Gram)	
10	Fish (Rehu or Katla)	4 Pieces (200 Gram)	
11	Egg-Curry	Two Pieces	
12	Papad (Bikajee,Haldiram)	Per person	
13	Achar & Green Salad	Per person	
14	Paneer Chilli (Sudha / Amul)	1 Plate (100 Gram)	
15	Paneer Butter Masala (Sudha / Amul)	1 Plate (100 Gram)	
16	Shahi Paneer (Sudha / Amul)	1 Plate (100 Gram)	
17	Rasgulla	1 piece (medium size)	
18	Gulab Jamun	1 piece (medium size)	
19	Tea (Tata Gold , Red Lebal, Taj)	One Cup (90ml.with 30ml. Milk)	
20	Coffee	One Cup (90ml. With 50ml. Milk)	
21	Biscuit (Britannia /Good Day /50-50,Milk Bikis)	4 salty & 2 sweety	
22	Mineral water (Keenlay,Bisleri,Aqua fina)	Per Liter	
23	Samosa with sauce (Tops , Kisan)	Per Piece (100 Gram)	
24	Vegetable Cutlet / Chop	Per Piece (75 Gram)	
25	Dahi (Sudha / Amul)	100 Gram	

Note : Other than the menu items mentioned above , the Vendor should quote rates per plate of the following (The quantity and quality will apply as above) for Lunch--

- A. Per Plate VEG. Rate----- (1+2+3+4+13+15+18)-----Rs.....
- B. Per Plate NON-VEG (Mutton)-Rate-(1+2+3+7+9+13+18)---Rs.....
- C. Per Plate NON-VEG (Fish/Chicken)-(1+2+3+7+8/10+13+18)Rs.....
- D. Per Plate NON-VEG (Egg-Curry)-- (1+2+3+7+11+13+18)---Rs.....

Total Quoted Rate for PATNA DO-1 CANTEEN (A+B+C+D)-Rs

(Rate of each items as mentioned above must be quoted excluding GST)

Place:-
Date:--

Signature of the Tenderer with Name and Seal.

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(B) FINANCIAL BID FOR CATERING / CANTEEN SERVICES AT STC PATNA

MENU FOR STC CANTEEN

(1) Lunch at 1.30 PM : Rice (150 gm), Roti(4 pieces), Dal (Arhar / Masoor / Chana) , Bhujia, Green Vegetables (150gm), Salad, Papadh,Pickle, Dahi / Butter Milk (100 gm), Rasgolla / Gulab Jamun (one piece), Fish (Rehu / Katla) / Chicken / Egg Cury (Two pieces or 100 gm) every working day (as directed by the Competent Authority) on alternate basis for non vegetarian and one Paneer (Sudha / Amul) item for vegetarian.

Flour (Atta) should be of standard brand like Aashirvad, Shakti Bhog, Shree Kamal. Refined / Mustard Oil should be of standard brand like Nature Fresh, Engine, Scooter. Rice should be of standard quality. Vegetable should be fresh. No branded items should be used after its specified expiry date.

(2) Morning Tea (at 11 AM) : with Biscuits (Sweet & Salty both Two pieces each)

(3) Evening Tea (at 3.30 PM) : with Biscuits (Sweet & Salty both Two pieces each)

Quotated Rate (excluding GST) for providing Catering services per candidate per day in figure (for 1+2+3) -- Rs-----

**(Quotated Rate in words -----
-----)**

Place:-

Date:--

Signature of the Tenderer with Name and Seal.



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Total Quotated Rate (excluding GST) for both services at PATNA DO-1

CANTEEN AND STC CANTEEN PATNA (Annexure A2+A3) --Rs-----

(Quotated Rate in words -----

-----)(excluding GST)

In case of total rate (Annexure A2+ A3) quoted in figure and words differs, the rate quoted in words will be final.

I hereby declare that I have fully understood the terms and conditions mentioned in the tender document. I also declare that I will fully abide by the rules and regulations of LIC of India for providing Catering / Canteen Services and follow all instruction given from time to time.

Place:-

Signature of the Tenderer with Name and Seal.

Date:--

Declaration regarding non- employment of under – age employees

I hereby declare that all employees working under my supervision are above the age of 18 years.

I submit herewith the documentary evidence regarding the same.

Place:-
Date:--

Signature of the Tenderer with Name and Seal.

PRE CONTRACT INTEGRITY PACT

General:

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on..... day of the month of2024. , 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. 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.

1.2 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 disfavour 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** 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. 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 any 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):

- *
- *

6.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

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

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

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

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, LIC and recues himself / herself from that case.

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

6.8 The Monitor will submit a written report to the **Chairperson, 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 BIDDERS is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

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

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

BUYER		BIDDER	Name of the Officer:
CEO:	Designation		
Deptt./			

Witness

1.....	1.....
2.....	2.....

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

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



भारतीय जीवन बीमा निगम
LIFE INSURANCE CORPORATION OF INDIA

Specifications Of Food Consumables (Brand, Specific Mandi, Supplier Store, Vegetables, Cooking Essentials, Packaged Foods, Food Ingredients, Etc)

1. All provisions should be fresh and of reputed brands with ISI or Agmark certification and should be stored in hygienic containers with lids . Refined / Mustard Oil should be branded like Saffola, Nature Fresh , Engine, Sundrop etc. And Atta should be branded like Aashirvad shktibhog, Shree Kamal , etc.
2. Vegetables , fruits , bread , milk etc. Should be fresh and of good quality and should be stored hygienically . Use of vegetable oils , artificial colours is strictly prohibited .