



“JEEVAN PRAKASH”, GANDHI NAGAR, HINGOLI NAKA, NANDED-431605 (MS)
Phone No. 02462-223828 email – os.nanded@licindia.com

***TENDER DOCUMENT FOR PROVIDING HOUSEKEEPING
SERVICES (OFFICE MAINTENANCE)***

AT

“JEEVAN PRAKASH”, GANDHI NAGAR, HINGOLI NAKA, NANDED-431605 (MS)

**Nanded Divisional Office. and it’s various Branches/Satellite
offices/Guest houses under Nanded Division for the period
01/10/2024 to 30/09/2026**

TENDER NO 02 OF 2024-25

Date of issue: 05/08/2024

Last date of submission: 20/08/2024 up to 4.30 PM

Signature of the vendor with seal



“JEEVAN PRAKASH”, GANDHI NAGAR, HINGOLI NAKA, NANDED-431605 (MS)
Phone No. 02462-223828 email – os.nanded@licindia.com

Tender Notice

LIC of India, Nanded Divisional Office, intends to hire the services of Agencies / firms / organizations / Vendors for House Keeping Services (Office Maintenance) for its premises at LIC of India, Nanded Divisional Office, “**JEEVAN PRAKASH”, GANDHI NAGAR, HINGOLI NAKA, NANDED-431605 (MS)** and its branches and satellite offices and staff quarters under Nanded Division.

For complete details and tender documents please contact the OS Department, Nanded D.O. at the following address between 11.00 am to 4.30 pm from 05/08/2024 to 19/08/2024 Monday to Friday (Office will remain closed on every Saturdays and Sundays and Public Holidays) or log on to www.licindia.in and click on to Tender for Housekeeping Services (Office Maintenance) under Nanded Division.

The prescribed applications forms are also available on the address given below. (Tender fee Rs.590/- non refundable-can be deposited at our cash counter or through DD)

“JEEVAN PRAKASH”, GANDHI NAGAR, HINGOLI NAKA, NANDED-431605 (MS)

LIC of India reserves the right to accept or reject any or all offers in full / part without assigning any reasons whatsoever.

Last date for submitting bid documents is up to 4.30 P.M. on 20/08/2024.

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Date: 05/08/2024

Place: Nanded

Sr. Divisional Manager

(Signature of vendor with seal)

“JEEVAN PRAKASH”, GANDHI NAGAR, HINGOLI NAKA, NANDED-431605 (MS)

Phone No. 02462-223828 email – os.nanded@licindia.com



Serial Number of Category	Name of the Category
01	Housekeeping services (Office maintenance)

On Contractual Basis for its office at Nanded Division and its Branch Offices as per locations mentioned in Annexure II.

Please check that total number of Pages is **40**. Each Page of the Tender Document must be Signed & Stamped by the Tenderer before submission

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Scope of Work for Housekeeping services(office maintenance)

A. The successful Bidder will have to provide Housekeeping services (Office Maintenance) to LIC of India, Nanded Divisional Office at **“JEEVAN PRAKASH”, GANDHI NAGAR, HINGOLI NAKA, NANDED-431605 (MS)**. and also for the Branch Offices (as mentioned in annexure II) by deploying their personnel to the satisfaction of LIC of India, Nanded and its mentioned branch offices /guest house in consistency with LIC of India standards and instructions issued by appropriate LIC of India officials from time to time.

B. The Service Provider shall ensure that all its personnel deployed to provide services shall be efficient and honest. **It shall provide Uniforms to its workmen and also ensure their neatness and cleanliness. The workmen shall also be provided with Identity card by the Service Provider.** The Service Provider will have to engage suitably trained personnel to carry out the following Services mentioned for Divisional Office Nanded premises and its mentioned branch offices (as per Annexure I I).

Persons for Housekeeping Services (Office Maintenance) : To carry out all works relating to office up keep services (excluding Toilet Cleaning) during working hours and as and when required on all working days. The Services includes Sweeping and Cleaning, works related to outside offices like MSEDCL,BSNL, Banks, Post, Municipal Corporation etc, Serving of Drinking Water, movement and maintenance of files , filing of papers and documents , dusting of tables, chairs, movement of stationery boxes/bundles etc., Opening and closing of offices and any other work incidental thereto. Persons engaged at guest house have to carry the duties necessary for guest house maintenance including maintenance of rooms, kitchen, beds, etc.

Any other work related to above and as instructed from time to time.

The tentative number of workforce required will be 51.The number may increase or decrease according to requirement of the Corporation.

The working hours should commence from 9.15 A.M. to 6.00 P.M. including lunch time for every day excluding Sunday, Saturday & public holiday.

(Signature of vendor with seal)



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TENDER SCHEDULE

Name of Service	Providing Housekeeping services at various offices/premises under Nanded Division .
Tender documents	Tender forms can be obtained from 05/08/2024 to 19/08/2024 (between 11.00 am to 4.30 pm on all working days except Saturday & Sunday and holiday). On payment of non refundable tender fee of Rs. 500/- + GST @18% Rs 90/- (Total 590/- Rupees Five hundred ninety only) in cash or by Demand Draft on any Nationalized/Schedule Bank in favour of “Life Insurance Corporation of India” payable at Nanded at the cash counter at Nanded D.O. The miscellaneous Receipt issued by our cash counter is to be enclosed with the Technical Bid. For the tender forms down loaded from our website the Demand Draft/Bankers Cheque for Rs 590/- payable at Nanded is to be enclosed with the Technical Bid. `
Earnest Money Deposit (EMD)	The amount of EMD should be 2 % of estimated tender value of contract & it will be payable by demand draft/bankers cheque/ NEFT.
Date of issue of Tender Documents	From: 05.08.2024 to 19.08.2024 (between 11.00 am to 4.30 pm on all working days except Saturday, Sunday and holidays)
Last date of submission of Tender	Up to 4.30 PM on 20.08.2024
Date, time & place of opening the Technical Bid	26.08.2024 at 3.30PM at, Jeevan Prakash Building,OS Deptt, 3rd Floor, Gandhi Nagar ,Nanded-431605
Date & time of opening the Financial Bid	Shall be intimated later on.
Agreement period	The Agreement shall initially be for a period of two years wef 01/10/2024 to 30/09/2026 which may be extended at the discretion of the Corporation and on consent of the Service Provider for a further period of One year on yearly basis with the same terms and conditions i n c l u s i v e o f r a t e s if the performance of the service provider is satisfactory to LIC of India, Nanded Division. However LIC reserves the right to terminate the contract earlier, if services are not found satisfactory.
Notice period for termination of Agreement	One month if LIC of India, Nanded Division intends to terminate the Agreement. Three months if the Service Provider intends to terminate the Agreement.
Validity of Bid	90 days from the opening of the tenders

(Signature of vendor with seal)



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INSTRUCTIONS TO BIDDERS FOR HOUSE KEEPING SERVICES(OFFICE MAINTENANCE)

1. The tender forms will be available from 01/08/2024 to 19/08/2024 between 11.00 am and 4.30 pm on working days (excluding Public Holidays, Saturdays and Sundays) on payment of Rs. 500/- + Rs 90/- GST Total Rs 590/-(Rupees Five hundred Ninety only) in cash at the cash counter of Nanded DO or DD drawn on any nationalized/Scheduled Bank in favor of Life Insurance Corporation of India payable at Nanded, from the office at the above address. A receipt showing miscellaneous receipt no. will be issued through the cash department. For the tender forms downloaded from website, DD for Rs 590/-(non-refundable) payable at Nanded to be enclosed along with Technical Bid towards the cost of tender application.

2. The last date for submission of filled in tenders (both technical and financial bid) is 20/08/2024 up to 4.30 P.M.**The tenders received after the last date and time mentioned above will not be considered. The Corporation will not responsible for any postal / courier/ transport delay.**

3. The filled in tenders for the said category should be submitted at the OS Department, Nanded Divisional Office addressed as under:

The Sr. Divisional Manager, LIC of India, “JEEVAN PRAKASH”, GANDHI NAGAR, HINGOLI NAKA, NANDED-431605 (MS)

4. The technical bid will be opened on 26/08/2024 at 03.30 pm in the presence of bidders or their authorized representatives who may like to be present. The authorized representative must bring an authority letter from the bidder. Only properly sealed tenders will be opened. **Unsealed or improperly sealed tenders are liable to be rejected. Conditional bids will also be summarily rejected.**

After scrutiny of the technical bids, in order to satisfy itself about the nature and quality of services rendered by the tenderer, LIC of India may depute its Officer (s) or authorized representative to visit the Institute/Establishments mentioned by the bidder. Besides, LIC of India 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 LIC of India 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 and considered.**

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The financial bids of only those bidders, whose offers are found suitable to the Corporation, will be opened at a later date. The date of opening of financial bids will be intimated in writing to those bidders.

5. The tender form consists of the following documents. i.e.

i) Instructions to bidders and Terms & Conditions.

ii) Technical part.

iii) Financial part.

iv) **Tender Fee**

The offers are to be submitted in Two Bid system i.e., Technical Bid and Financial Bid. The Technical Bid consists of all the required information called for in the questionnaire and shall contain, inter alia, the details regarding the agency/firm viz., name of the agency/firm, address, status of the agency/firm, registration no. etc. (other than the price). The Technical bid shall be submitted in sealed cover (Marked Envelope – I) super scribing as Technical Bid for Housekeeping services (Office Maintenance) at Nanded Division. The envelope shall contain the addressee's details and details of the bidder also.

06. The Financial bid for the category Housekeeping Services (Office Maintenance) shall contain only financial details i.e., rate per person Charges per month (City Category wise A/ B /C) and other financial implications. All Taxes statutory and mandatory i.e. **GST/ other taxes etc. will be quoted separately.** The Financial Bids will be placed in the Envelope (Marked Envelop- II) and super scribed with “Financial bid for Housekeeping services (Office Maintenance) at Nanded Divisional Office and its BOs& SOs as mentioned in Annexure II.

Envelope-III :- should contain tender fees DD or MR paid at cash counter.

7) All the threeabove envelopes will be placed in a fourth envelope (Envelope – IV and sealed and submitted to the OS Department at the address given above before the last date and time. The envelope must be super scribed with “Tender for Housekeeping services (Office Maintenance), for offices at Nanded Division & its BOs” .

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8. In case the tender form is downloaded from the Corporations web site, the non refundable tender fee of Rs.590/- (Rupees Five hundred Ninety only) will be remitted in the form of DD drawn on any nationalized/Scheduled Bank in favors of Life Insurance Corporation of India payable at Nanded.

10. Successful Tenderer must deposit Security Deposit in the nature of performance guarantee @ 10 % of the Contracted Value, through DD/Bank Guarantee through scheduled/Nationalized Bank in favors of Life Insurance Corporation of India payable at Nanded within 15 days after communication of selection as successful Tenderer and the same amount will be refunded without interest after expiry of the Tender Term on satisfactory performance of the Contract.

11. The following documents should be enclosed with the Technical Bid:

- a) Certificate of Registration under Companies Act, 1956/Partnership deed with proof of registration of firm/Individual Firm, all duly registered under the Maharashtra Shops & Establishment Act.
- b) Copy of the PAN no., as allotted by the Income Tax Department (Individual PAN for Proprietorship and for Firms/Agency etc. Firm/Company PAN should be submitted).
- c) Certificate of the Labour License/Statutory Licenses as required by Central or State Govt. Act.
- d) Copy of the GSTN Registration
- e) Copy of the E.P.F. registration
- f) Copy of the E.S.I. registration
- g) Copies of last 03 years I.T.RETURNS/Balance Sheets & Revenue A/C having a turnover of at least 50 lakhs or more.
- h) An affidavit stating that the applicant is not facing any blacklisting from an establishment of Central Govt. or the State Govt. or the PSU for breach of agreement.

12. Non disclosure of relevant information or furnishing of incorrect information, documents will attract disqualification.

13 All the pages of the tender form are to be signed by the bidder. In case of joint ownership, all owners have to sign on all the pages of the bids (Technical and Financial bids). Incomplete bids and bids lacking in details and without signatures are liable to be rejected.

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14. Tenderer should note that their tenders will remain open for consideration for a minimum period of 03 (three) months from the date of opening of Technical Bid.
The financial bids will be opened only if at least two Technical Bids are found suitable. In any case single Financial Bid shall not be opened.
15. It may be noted that no negotiations will be carried out, and therefore most competitive rates should be offered.
16. In case of identical lowest bid by more than one bidder, the selection will be made by giving priority to the agency,
 - a) Having contract with more LIC Divisions/ Offices
 - b) Having contracts with more PSUs/ Nationalized banks/ Reputed Firms/State/Central Govt./Semi Govt. Offices
 - c) Having more turn over in Last FY
17. Agency/firm must have an establishment having good infrastructure in Nanded Division area preferably in Nanded city.
18. **The agency/firm/service provider must be in the profession for at least 4-5 years in which they should presently have at least 01(one) client who are PSU/Banks/Government Bodies/reputed Pvt. Firm.**
19. **The agency/firm/service provider must have his Regional office/ branch office in Nanded. The Agency should be on the approved panel of at least 03 reputed organizations at Nanded Division area FOR HOUSE KEEPING JOB, out of which at least one should be Public Sector or Government Undertaking.**
20. The Agency is required to provide its NEFT details along with the tender documents.
21. **The firms/Agency who are on our panel are also required to apply a fresh, if interested.**
22. The tenderers are advised to inspect the premises where the services are required to be offered and assess for requirements themselves before submission of the tender. The prospective Bidders may interact with the LIC Officials of OS Dept DO, Nanded during office hours only to understand the existing infrastructure and facilities, existing deployment pattern of personnel, expected requirements of the Divisional Office and the desired level of services which the Service Provider is expected to render during the contractual period.
23. LIC of India reserves the right to accept any tender or to reject any or all tenders full or part at its sole discretion of the corporation without assigning any reasons thereof.

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General Terms and conditions for Housekeeping services :

The terms and conditions along with the instructions will form part of the tender to be submitted by the tenderer to LIC of India, herein after termed as Corporation.

1. LIC Of India, Nanded Divisional Office desires to engage the services of an agency for providing Housekeeping services during working hours and as & when required at the offices /premises at Nanded D.O. and its offices under Nanded DO/Staff quarters/Guest house . (As mentioned in Annex.II). The **tentative number of Personnel required is 51 . It may increase or decrease as per requirements of the Corporation during Contractual period.**
2. **Tender which is received late on account of any reason whatsoever including postal delay etc. after the expiry of time and date i.e. 20/08/2024 at 4.30 PM fixed for submission of tenders, shall be termed as “LATE” tender and will not to be considered. Such tender shall be returned to the concerned party without opening the same.**
3. All vendors are requested to send/ submit the tender documents (Technical Bid and Financial Bid) duly filled in with the relevant documents /information in the Tender Drop Box in the OS Department, at the address, The Sr. Divisional Manager, LIC of India, Nanded DO, OS Department, **Nanded431605.**
4. All columns of the tender documents must be duly filled in legibly and no column should be kept blank. All the pages of the tender documents are to be signed by the authorized signatory of the tenderer. Any overwriting or use of white ink is not allowed. **The Corporation reserves the right to reject the incomplete tenders or in case where information submitted / furnished is found incorrect.**
5. In case the space in the tender document is found insufficient, the vendors may attach separate sheets.
6. The offer should remain valid at least for a period of 03 months (Three months) to be reckoned from the date of opening of “Technical Bid” .
7. There should not be any deviation in Terms and Conditions as have been stipulated in the tender documents. However, in the event of imposition of any other condition, which may lead to a deviation with respect to the terms and conditions as mentioned in the tender document, the vendor is required to attach a separate sheet marking “list of deviations”.

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8. The Technical bids will be opened on 26/08/2024 **at 03.30 PM** in the presence of tenderers or their respective authorized representative at our above office. All tenderers or their authorized representatives are advised in their own interest to be present on that date, at the specified time. The authorized representative must bring an authority letter from the bidder.
9. Corporation reserves the right to accept or reject any or all the tenders part or full without assigning any reason thereof.
10. Canvassing in any form will disqualify the tenderer.
11. The short-listed agencies/firms will be informed in writing by the Corporation for arranging their office inspection.
12. All payments to the successful vendor shall be made by NEFT only.
13. All the persons employed by the vendor will be made payment for actual days worked by person. If any person/s is called for work on holidays due to any office exigency, payment will be made to that for such days as per prevailing rates.

14. The Agency shall ensure the compliance of all provisions of Contract Labour Act (Regulation and abolition Act 1970), Minimum Wages Act 1948, Payment of Wages Act 1935, ESI Act, Employees Provident Fund and Misc. Provisions Act, The Child Labor (Prohibition and Regulation) Act 1986 and such other statutory enactments, amended from time to time. Any Rules and Regulations promulgated by the Government and Local Bodies, coming into force that may apply to the contract shall be the Agency's sole responsibility including any liability on account of non-compliance or violation thereof. The Agency shall also comply with all the requirements of laws with regard to provision of labour and ensure that an appropriate license from State/Central Labour Commissioner is obtained. In the event of any liability of any nature whether relating to statutory compliances or payment of wages or otherwise, is saddled on the Corporation with regard to Personnel engaged and deployed by the Agency Providing Housekeeping services, the Corporation shall be entitled to recover the same from the Security Deposit/ running bill held with the corporation. The Agency would undertake to indemnify and to make good the loss to the full extent to the Corporation, failing which the Corporation shall be within its right to take appropriate action in law for recovery of the said amount. It will be the responsibility of the Agency to pay the wages and all statutory amounts and then claim the bill from LIC which will be settled as per terms and conditions of the contract/agreement.

15. It is particularly agreed that "the Corporation" shall in no way be held responsible for any bodily injuries sustained or death of any employee(s) of "the Agency". "The Agency" shall alone be liable to pay all statutory compensations which may be awarded or payable to such employee or his/her dependent. If under any circumstance "the Corporation" is made liable to pay any such compensation, "the Agency" will indemnify / reimburse "the Corporation" in full extent.
16. **Uniform is mandatory and should be provided within 15 days of awarding the tender and deployment of personnel.**

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- a. The personnel must be in uniform on all working days, failing which penalty may be imposed.
 - b. If the working hours as laid out in the scope of work is not adhered to by the contractor, a penalty of 500/- per week will be imposed. Recovery of 200/- per day will be imposed for supervisor not visiting daily.
 - c. The Agency Providing Housekeeping services shall provide the names, local and permanent addresses, and mobile no if any and the police verification report of the personnel deployed to “the Corporation”.
17. The applicant should not be a sub-contractor to any other entity/person.
 18. Corporation will not issue Identity Cards to the housekeeping personnel deployed by the agency and any type of communication from such deployed personnel would not be entertained. **The housekeeping personnel will have to carry a valid Identity Card issued by the agency at all time.**
19. The Corporation will not be entitled to retain any control, supervision or the manner of their discharge, dismissal or retrenchment of the personnel engaged and deployed by the Agency Providing Housekeeping services. However in case the Corporation is not satisfied with the work of any person deployed by the agency, the Corporation may ask the agency to replace him. The Agency will be responsible for the supervision of personnel and it would provide the name of supervisor with his contact number to the Corporation for supervision purposes.
- Agency/firm/service provider must take prior approval/consent from Corporation before removing any of the deployed person.**
20. In case of failure of the “service provider” to provide the housekeeping services on any date, the Corporation will be at liberty to engage the same from any other Service Agency, and the “Service Provider” at default shall make good the expenses incurred for such purpose and also the “Service Provider” shall make good any loss or damage that the Corporation may suffer thereby.
 21. No advance payment shall be made against the work order/services.

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22. It should be clearly understood and agreed that no relationship of Employer or Employee is created between “the Corporation and the housekeeping personnel deployed & providing Housekeeping services by “the Agency.”
23. It will be the responsibility of “the Agency Providing Housekeeping services to pay wages to its Personnel through NEFT **on or before the 7th of the following month without fail** according to the prevailing rates which shall not be less than the minimum wages approved by Central Government/State Government whichever is higher. The contractor/service provider should also ensure compliance of all the Labour Laws and statutory requirements/obligation applicable.
24. 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 LIC of India. 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 NEFT only, provided that the Housekeeping services provided were/are satisfactory during the month and subject to deduction of Penalty imposed if any, Income tax and other statutory deductions as per terms and conditions of tender/contract. **The monthly bill payment will be made** subject to the Service Provider/Contractor submitting 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) 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.
- (iii) **Deposit Challan showing the individual figure of deposit of contribution of provident fund of Employees and employer’s share, with the appropriate authority.**
- (iv) **Deposit Challan showing the individual figure of deposit of contribution of ESI of employees and employer’s share, with the appropriate authority.**
- (v) Receipt and Statement of Bonus paid to the employees (To be Submitted in the following Month after making payment)
- (vi) **Deposit of contribution of provident fund and contribution of ESI of employees and employer should be with a challan separately for LIC of India. It should not contain the contribution of PF and ESI of employees of other organizations being serviced by the Contractor.**

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(vii) Salary payment to the workers should be made through NEFT and a copy of the statement sent to the Bank duly acknowledged by the Bank is to be produced to this office. All payments to the agency shall be made by Electronic Fund Transfer only after Tax Deducted at Source (T.D.S.) as per the provisions of Income Tax Act as amended from time to time and a certificate to this effect shall be provided to the agency.

25. Payment Register containing the signature of representative should be produced at the time of disbursement of wages amount. The Payment Register is to be produced for verification along with the Bills. The Agency will submit copy of challan as proof of payment made to the Personnel with statement of the Personnel showing deposit of PF and ESI contribution every month with bill without fail. In case of disbursement of wages through e-payment/NEFT, a signed statement must be produced for verification along with bills. Also the Agency shall produce forthwith documents in proof of other statutory compliances.

26. The Service Provider/Contractor shall raise the invoice/bill and LIC of India 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 NEFT subject to deductions, withholding of all applicable, taxes and charges from time to time in force. **If any vendor quotes administration charges as 0 (zero), then his tender will be rejected summarily.**

27. **The Office will have an approximate requirement of around 51 housekeeping personnel and the number may be increased/reduced from time to time as per our requirement.** The tenderer should also be able to provide additional personnel at a short notice as and when required on same terms and conditions.

28. The period of contract is for one year from the date of approval of the tender with a provision to renew the contract on the same terms and conditions with mutual consent for second and third years. Corporation reserves the right to pre-mature termination of the contract / agreement without assigning any reason thereof by giving one month's notice before the expiry of the contract period.

29.(a) Selected Bidder should submit the deed of Agreement/Contract with LIC Of India, Nanded Divisional Office duly executed on a non judicial stamp paper of Rs 500/-, as per the draft conditions provided by LIC of India, within 15 days (maximum) of receipt of intimation as above. Failure to sign and non submission of deed of agreement and Security Deposit in the nature of Demand Draft OR Bank guarantee of Nationalized Bank @ 3% of the Contracted Value within 15 days of intimation as above may result in the forfeiture of Security Deposit and cancellation of selection as successful bidder. However LIC of India at its sole discretion may cancel the tender in full or part and the decision will be final and binding. On signing of the agreement, the Corporation will issue work order and the Agency shall start its work within the stipulated period informed by the Corporation.

29 (b) The service provider / vender has to submit the integrity pact on non-judicial stamp paper of Rs 500/- (Five Hundred Only) as per Annexure III.

30. In the event of the agency not fulfilling the conditions of the Contract and the work order, LIC of India reserves the right to forfeit the Security deposit placed with the LIC herein above mentioned, in part or in full and to take such other decision as may be required in the interest of the Corporation.. The decision of the LIC of India shall be final and binding on the Agency in this matter.

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31. The Personnel provided by the Agency are required to possess the minimum qualifications as under:

House Keeping (Office Maintenance) :Minimum 9thClass Pass.(Desirable)

32. The corporation reserves the right to Remove/ Black list Firm/Agency/Organization/Service provider for a period of five to ten years for any deviation from the agreed Terms and Conditions if any activity is observed which is detrimental to the interest of the Corporation. However any order of blacklisting or removal shall be passed after offering a reasonable opportunity of hearing/show cause to the agency concerned.

33. During the CONTRACT PERIOD, if the rate of minimum wages payable to the personnel deployed by the Firm/Agency/Organization/Service provider increases and if the increase extends beyond the above agreed rate, then the Corporation shall increase the above accepted rate to the extent of the difference amount only and the above agreed rate shall be deemed to have been modified accordingly. No other increase in the amount quoted by the successful tenderer shall be entertained on any account during the period of the contract.

34. Agreement Period: The contract for Housekeeping services shall be valid for One Year from the date of execution of agreement and issuance of work order. After further review and evaluation, can be renewed further for one or two more years on the same terms and conditions. However, in case of non performance or bad performance, the agreement may be terminated by the Competent Authority at any time before completion of above period by giving an opportunity to show cause. The competent authority may also terminate the contract simply by giving one month prior notice or wages in time thereof without assigning any reason.

35. The Corporation reserves the right to cancel the contract/ rate contract without assigning any reason at any time by giving 30 days notice in advance in case of simple termination of contract/rate contract but in case of breach of the terms of the contract, rate contract may be terminated & the security deposit shall also be forfeited, other action such as blacklisting may follow.

36. Non- Disclosure of Confidential Information will be the sole responsibility of the Contractor. For this the Agency shall depute persons of good integrity and honesty who will not divulge information in his possession by virtue of his working with the Corporation. Agency shall be liable for any loss caused to the Corporation due to any such wrongful disclosures.

Agency should not have any hidden benefit from the wages of workers. All the salary details should be clearly mentioned and transparent.

(Signature of vendor with seal)

“JEEVAN PRAKASH”, GANDHI NAGAR, HINGOLI NAKA, NANDED-431605 (MS)

Phone No. 02462-223828 email – os.nanded@licindia.com



37. The firms who are on our panel are also required to apply a fresh, if interested.
38. a) The Agency Providing Housekeeping services shall ensure that all personnel deployed by it shall be efficient, honest, disciplined, courteous, trained and ever ready to attend housekeeping work politely.
- b) As maintaining office upkeep is the essence of the housekeeping work, selected service provider shall deploy workers to ensure quality work. The successful service provider shall clearly mention the same in the covering letter.
- c) To provide proper uniform etc. to all the persons engaged in providing housekeeping services.
- d) Regularly training personnel that would be provided so as to keep them abreast with the use of modern techniques of cleaning, behavioral training, safety, etc.
- e) To ensure immediate corrective actions on receipt of any complaint against the services provided or against any individual deployed by them in the premises of Corporation.
- f) All persons engaged by the successful service provider for carrying out the work would be deemed to be successful service provider 's employees for all-purpose and he shall make regular and full payment to his employees. No liability / responsibility whatsoever on account of persons engaged by the successful service provider is attributable to the Corporation. **These persons, engaged by the successful service provider, will not be entitled to claim any kind of employment with the Corporation.** Selected service provider has to ensure regular medical checkup of all the personnel employed by him / her at his / her cost.
- g) To replace the absent personnel immediately on the same day within one hour of commencement of Office Maintenance duty.**
- h) None of the personnel of the successful service provider shall enter into any kind of work other than provided under this contract, within the complex.
- i) The personnel deployed by the successful service provider shall be of good conduct, character and health. They should be in proper uniform and with identity cards. In case of any complaint against any of the personnel deployed by the selected service provider,
- j) provider is bound to remove such person and arrange for replacement of removed person as and when advised to do so by the Corporation.

(Signature of vendor with seal)

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k)The successful service provider shall be solely responsible for the integrity of the personnel deployed. If any of the staff of successful service provider found misbehaving with employees of the Corporation or with any other person in the premises, the service provider shall terminate the services of such persons forthwith.

1)No residential accommodation would be provided by the Corporation to selected service provider and / or to the persons engaged by him.

2l). The selected service provider shall not at any time do cause or permit anyone to do or cause any nuisance on the site or do anything which shall cause unnecessary disturbance or inconvenience to the Corporation, employees of the Corporation.

39. The agency has to provide housekeeping services at premises mentioned in Annexure II - as per requirement of the office.

40. The agency will carry out all the expectations, instructions, directions etc given from time to time by the Corporation and shall take prompt action when informed of any such trespass.

41. The agency will check their personnel in respect of the attendance /duties/vigilances regularly and will maintain complete records in this regard which shall be made available for inspection by authorized official of the Corporation at all times in the respective buildings/offices.

42. The Agency shall give the duty allocation chart mentioning the names of the personnel deployed at various locations to the Competent Authority.

43. In case of any dispute arising out of the acceptance/agreement,shall be referred to for “Arbitration” to the Sr. Divisional Manager, Nanded Division and his/her decision shall be binding on the firm/ agency / service provider. The firm/agency/service provider shall not raise any question of competence of the Sr. Divisional Manager to act as sole arbitrator.

44. In terms of provision of Section 33(3) of the Insurance Act, 1938, as amended by the Insurance Laws (Amendments) Act, 2015 Insurance Regulatory Authority of India (IRDAI) is authorized to verify all such books of account, register, other documents and the data base in the custody of the contractor/Agency in respect of service outsourced by the LIC of India. It shall be the duty of the contractor/agency to provide such documents/statements/information as may be required by IRDAI within such time as may be specified by the IRDAI.

(Signature of the vendor with seal)

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45. In terms of provisions of Section 33(4) of The Insurance Laws (Amendment) Act 2015, Insurance Regulatory Authority of India (IRDAI) if it considers expedient to do so, may direct any Person herein after referred to as the “Investigating Officer, to make an investigation as specified under Sec.33(1) or carry out an inspection as specified under Sec 33(2) of The Insurance Laws (Amendment) Act, 2015, who may examine under oath any Manager, managing Director or other Officer of the service provider or contractor where the services are outsourced by LIC of India.

46. Any dispute arising out or relating to this tender/agreement shall be deemed to have arisen in Nanded and shall be under adjudications of a Court in Nanded only.

DECLARATION:

I hereby agree to all the Terms & Conditions mentioned above without any condition whatsoever. I also further agree that all the deficiencies will attract penalty and the recovery will be effected without any notice to me.

Date
Name of the vender/service provider

Signature of the vendor with seal- Place

“JEEVAN PRAKASH”, GANDHI NAGAR, HINGOLI NAKA, NANDED-431605 (MS)
Phone No. 02462-223828 email – os.nanded@licindia.com



APPLICATION FORM FOR TENDER (Technical Bid)
Profile of the Tenderer

<p>Name of the Agency/Firm/Vendor (In Block Letters)</p> <p>Status of the Agency.(whether Sole Proprietorship/ Firm/Pvt. Co.</p> <p>Date of Incorporation/Establishment</p> <p>Correspondence address and Telephone No. & Email</p> <p>Address of Head Office , (If Separate) and Telephone No.</p> <p>Names of the Partners /Directors</p> <p>Name of Chief Executive with his present addresses and Telephone Nos.</p>	
<p>Name of Contact person with Designation who would be calling on us and attending to our jobs & contact phone No.</p> <p>Name of your Bankers with Addresses & telephone nos.</p> <p>Name of the beneficiary</p> <p>Beneficiary's Account No.</p> <p>Account type : (Savings Account, Current Account, etc.)</p> <p>Beneficiary's Bank Branch</p> <p>Bank MICR Code</p> <p>Beneficiary's Bank IFSC code</p> <p>Beneficiary's Contact Number/email id if any,</p> <p>Total number of housekeeping staff on roll (as on 01/07/2024)</p> <p>PAN (Individual Card in case of Proprietorship) OR Firm's PAN card in other cases.</p> <p>TAN No.</p> <p>GST registration No</p> <p>GSTN No.</p>	

(Signature of the vendor with seal)

“JEEVAN PRAKASH”, GANDHI NAGAR, HINGOLI NAKA, NANDED-431605 (MS)

Phone No. 02462-223828 email – os.nanded@licindia.com



Whether holding certificate under Shops & Establishment Act, duly renewed	
RegNo..& Date	
Licence No. under Contract Labour (Regulation & Abolition) Act, 1970 & Contract Labour (Regulation & Abolition) Central Rules, 1971.	
ESI Registration No.	
PF Registration No.	
Registration under MSME/NSIC or the District level authority	
Name of offices where you have carried out work during past 3 years	
Name of at least four of your most valued clients at the present time	
Average Turnover of the Agency for the last three years. Submit copies of I.T returns, Balance Sheets & P/L accounts for last three years.	F.Y 2021-22
	F.Y.2022-23
	F.Y.2023-24
Are you agreeable to abide strictly by the Terms and Conditions of the Tender Contracts.	YES / NO

Attested Copies of all the above documents must be attached along with Application Form

Particulars of Tender Fee-

(1) Cash/DD Rs.590/--.

DD No. /MR

No..... Date of DD/deposit-

Note: Please type this form or fill it legibly in ink. If space provided is insufficient, please type or write the replies on a separate sheet giving appropriate question number and attach it to the form. All the pages application form and documents submitted must be signed with seal.

(Signature of the vendor with seal)

“JEEVAN PRAKASH”, GANDHI NAGAR, HINGOLI NAKA, NANDED-431605 (MS)
Phone No. 02462-223828 email – os.nanded@licindia.com



DECLARATION

I/We _____ request Life Insurance Corporation of India, Nanded Divisional Office, , to consider my/our application and tender for the above mentioned category. We agree with all terms and condition and to give full satisfaction to the Corporation in the event of their doing so.

Dated at.....this.....day of.....,2024

Signature with Seal
Name & Designation

Note: The Corporation reserves the right to cancel the tender in full or part of the firm/Agency/Service provider at its absolute discretion without assigning any reason.

“JEEVAN PRAKASH”, GANDHI NAGAR, HINGOLI NAKA, NANDED-431605 (MS)

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Financial Bid for Housekeeping services

[B] Rates of Minimum wages quoted below are applicable as on 01/04/2024, and are liable to change as per Minimum wages act from time to time.

1	Rates in Rs. Particulars /Components	For Offices in Nanded city 'B' class location. Rs. -	For Offices in city 'C' class location.(Other than Nanded) Rs. -
2	Minimum wages per person per Day Rs.X 22 Days (Basic + VDA) (As per applicable Minimum wages from time to time)	As per Min. wages applicable from time to time.	As per Min. wages applicable from time to time
3	Administrative / Service Charges. (Fixed)* per person per month	Amount: Rs.----- In words Rs..... (Fixed)	Amount: Rs. _____ In words Rs (Fixed)
5	Total Rs in Figures (sr no 2 to 3)		
6	Total Rs. In Words		
7	ESI / PF / Bonus (if any payable) + GST	Will be Payable As per statutory provisions applicable rules from time to time	

Vendor has to quote only Administrative / Service charges, per person/per month

*Administration charges will remain fixed irrespective of any increase/decrease in the rates of wages throughout the tenure of the Agreement.

* Administration / Service charges should not be 0 (zero) at any cost. Tenders quoting administration charges / service charges as 0(zero) will be rejected.

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Minimum Wages shall be based on the prevailing rate as per Central Govt./State Govt. Act (which ever is higher) as on **01/04/2024** (PI attach the relevant Government Notification.) However, the companies are free to pay more but not less. EPF, ESI, and BONUS contribution etc to be paid for workers engaged by the Service Provider shall be responsibility of Service Provider and are to be paid as per statutory provisions and applicable laws & rules.

Prevailing Min. wages applicable as on 1/4/2021 are as follows.

- 1) B class city (Nanded City municipal area) :- Basic Rs. 437 + VDA Rs.214 = Total Rs. 651/-
- 2) C class city (Other than Nanded city) :- Basic Rs. 350 + VDA Rs.172 = Total Rs. 522/-

The Administrative / Service Charge rates quoted shall be inclusive of cost of uniform, training, other benefits payable to the persons to be deployed and other overheads, profits etc. and taxes if any (other than GST) whatsoever payable.

- Adherence to statutory requirements is sole responsibility of the Service Provider.
- Payment will be done as per actual no. of days worked during the month.

OTHER MANDATORY REQUIREMENTS:-

- 1) Proof of remittance of PF / ESI /GST will be produced by vendor every month while submitting the bill for the following month, failing which the payments will not be made.
- 2) Payment Register containing the signature of our representative will be produced at the time of disbursement of wages amount. The Payment Register is to be produced for verification along with the Bills.

In case of disbursement of wages through e-payment/NEFT, a signed statement, acknowledged by the bank must be produced for verification along with bills

- 3) Uniform is mandatory for all Personnel on duty, failing which penalty may be imposed. This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ ourselves to abide by them.

Date:

Name:

Designation:

Address:

Signature of Tenderer with Seal

“JEEVAN PRAKASH”, GANDHI NAGAR, HINGOLI NAKA, NANDED-431605 (MS)

Phone No. 02462-223828 email – os.nanded@licindia.com



How to Apply

Tender for Housekeeping services

This tender consists of two parts, viz., First part contains Technical Bid including Instructions to Bidders, Terms and Conditions and another part is Financial Bid containing expected price/rate only.

The Technical Bid, Financial Bid should be sealed in separate envelope
The use of envelopes will be as under :

(a)Envelope marked as I : The duly completed tender form , Instruction to bidders General Terms and Conditions along with supportive relevant papers/evidence to be put in this envelope and sealed super scribed as Technical Bid for Housekeeping services at Nanded Division. The envelop shall contain addressee's details of the bidder also.

(b) Envelope marked as II: The duly completed Financial Bid to be put in this envelope and sealed super scribed as "Financial Bid for House Keeping Services at Nanded Division". The envelope shall contain the addressee's details and details of the bidder also.

(c) Envelope marked as III : The DD for "Cost of tender fee" in the form of DD or the M.R of the required value be put in this envelope and sealed super scribed as "Tender Fee for Housekeeping Services at Nanded Division ." The envelope shall contain the addressee's details and details of the bidder also.

(d) Envelope marked as IV : All the above three envelopes shall be placed in envelope marked IV and sealed (i.e. Envelopes marked as IV , will contain three envelopes marked as I , II & III) and send/submitted in the tender box on the above mentioned address, in sealed condition super scribing as "Tender for Housekeeping services at Nanded Division ." The envelope shall contain the addressee's details and details of the bidder also.

(Signature of vendor with seal)



“JEEVAN PRAKASH”, GANDHI NAGAR, HINGOLI NAKA, NANDED-431605 (MS)
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Annexure-I

Check list of attested copies of documents to be enclosed along with the Technical Bids:

1	Agency Registration/Incorporation certificate
2	Whether holding certificate under Shops & Establishment Act, duly renewed (Copy should be enclosed)
3	License under Contract Labour(Regulation & Abolition) Act, 1970 & Contract (Regulation & Abolition) Central Rules, 1971.
4	Status of the Firm (Individual/Sole Proprietor/Partnership/Company and related document copies.
5	Proof for PF Registration number
6	Proof for ESI Registration Number
7	TAN Copy
8	PAN (Individual Card in case of Proprietorship OR Firm's PAN card in other cases)
9	Copy of Registration Certificate of GST
10	Income tax returns for the past 3 financial years
11	Audited Final Accounts for the last three financial years (with copies of IT returns)
12	Details of organizations where you are providing House Keeping services currently, with nature of duties & period of contract in Nanded area of which one must be PSU..
13	Registration under MSME/NSIC Act or the District level authority.
14	Copy of Registration Certificate of GSTN
15	Address of office / branch office in Nanded/Division Area.

(Signature of vendor with seal)



“JEEVAN PRAKASH”, GANDHI NAGAR, HINGOLI NAKA, NANDED-431605 (MS)
Phone No. 02462-223828 email – os.nanded@licindia.com

AFFIDAVIT (To be given on stamp paper of Rs.500/-)

I / We, authorized representative of _____, being Indian Company /Sole Trading Company / Partnership Firm, registered under _____ bearing registration no. _____ having office at _____

hereby solemnly affirm and state as under:-

Whereas Life Insurance Corporation of India has floated a tender for appointing House Keeping Services and in respect of the same, I / we being one of the Bidders, confirm that I / We strictly follow various laws as mentioned in para 13 of General Instructions and other pages of this tender.

I / We further state that I / we shall indemnify Life Insurance Corporation of India against all claims, which may be made upon the Life Insurance Corporation of India being employer and it shall be at liberty and is hereby empowered to deduct the amount of any damages, compensation costs, charges and expenses arising or occurring of any claim of damages, from any sum or sums due or to become due to us.

I / We state that Life Insurance Corporation of India has considered my / our bid on the basis of the statement made by me /us in this Affidavit. I / We further state that non- compliance of any provisions, being a statutory requirement, any misstatement made shall be sufficient reason for Life Insurance Corporation of India to terminate the contract, besides taking recourse to other legal remedies available in the contract.

Signed before me (Notary)

Signature of the Vendor

NAME / DESIGNATION AND SEAL OF THE FIRM / COMPANY

Date:

(Signature of vendor with seal)



“JEEVAN PRAKASH”, GANDHI NAGAR, HINGOLI NAKA, NANDED-431605 (MS)
Phone No. 02462-223828 email – os.nanded@licindia.com

ANNEXURE-II

(Details of the locations)

Sl. No	Name of Office	City Category	No. of Houskeping persons	Sweeper	Sweeper cum attendant	Total	Working Hours
1	Nanded Division Office	B	5	2	0	7	9.15 am – 06.00 pm
2	Nanded D.O. Guest House	B	3	0	0	3	1 each for 3 shift
3	Nandwed D.O. Gardening	B	3	0	0	3	9.15 am – 06.00 pm
4	Nanded EDMS RMF centre	B	2	0	0	2	9.15 am – 06.00 pm
5	Nanded – 984 B.O.	B	4	1	0	5	9.15 am – 06.00 pm
6	Nanded Vazirabad S.O.	C	0	0	1	1	9.15 am – 06.00 pm
7	Nanded – 98J B.O.	C	3	1	0	4	9.15 am – 06.00 pm
8	Loha S.O.	C	0	0	1	1	9.15 am – 06.00 pm
9	Bhokar – 98B B.O.	C	2	1	0	3	9.15 am – 06.00 pm
10	Kinwat S.O.	C	0	0	1	1	9.15 am – 06.00 pm
11	Degloor B.O.	C	2	1	0	3	9.15 am – 06.00 pm
12	Dharmabad S.O.	C	0	0	1	1	9.15 am – 06.00 pm
13	Parbhani B.O.	C	3	1	0	4	9.15 am – 06.00 pm
14	Parbhani - CLIA	C	0	0	1	1	9.15 am – 06.00 pm
15	Jintur S.O.	C	0	0	1	1	9.15 am – 06.00 pm
16	Gangakhed S.O.	C	0	0	1	1	9.15 am – 06.00 pm
17	Hingoli – 95H B.O.	C	0	1	0	1	9.15 am – 06.00 pm
18	Hingoli – CLIA S.O.	C	0	0	1	1	9.15 am – 06.00 pm
19	Vasmat S.O.	C	0	0	1	1	9.15 am – 06.00 pm
20	Selu – 9301 B.O.	C	0	1	0	1	9.15 am – 06.00 pm
21	Jalna – 986 B.O.	C	2	1	0	3	9.15 am – 06.00 pm
22	Jalna- CLIA S.O.	C	0	0	1	1	9.15 am – 06.00 pm
23	Ambad S.O.	C	0	0	1	1	9.15 am – 06.00 pm
24	PArtur S.O.	C	0	0	1	1	9.15 am – 06.00 pm
	Total -----		29	10	12	51	

(Signature of vendor with seal)



“JEEVAN PRAKASH”, GANDHI NAGAR, HINGOLI NAKA, NANDED-431605 (MS)
Phone No. 02462-223828 email – os.nanded@licindia.com

BID SECURITY DECLARATION

I, UNDERSIGNED, HEREBY DECALRE THAT, I AM ACCEPTING THAT IF WE WITHDRAW OR MODIFY OUR BID CONDITIONS DURING PRIOD OF VALIDITY, ETC, WE WILL BE SUSPENDED FOR THE TIME SPECIFIED IN TENDER DOCUMENTS.

DATE:-
PLACE :-

SIGNATURE OF VENDOR
WITH SEAL

(Signature of vendor with seal)



ANNEXURE-III

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/s

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

WHEREAS the BUYER proposes to procure (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.

(Signature of vendor with seal)

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

1.1The 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, organization 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.

(Signature of vendor with seal)

- 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.

3.

Commitments of BIDDERS

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 precontract 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 cartelization 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. 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.
- (ii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iii) 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.
- (iv) 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.

- (v) 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.
- (vi) 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.
- (vii) 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):

(Signature of vendor with seal)



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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 **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 LICI 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.

(Signature of vendor with seal)



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

BUYER

BIDDER

Name of the Officer:

CEO:

Designation

Deptt./

Witness

1.....

1.....

(Name)

(Signature)

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

(Name)

(Signature)

(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.