



LIFE INSURANCE CORPORATION OF INDIA
WESTERN ZONAL OFFICE
Yogakshema , “West Wing” , Gr Floor,
J B Marg,Mumbai -400 021.

LIFE INSURANCE CORPORATION OF INDIA
WESTERN ZONAL OFFICE ,MUMBAI

Western Zonal Office , Yogakshema , “West Wing” . Gr Floor, J B Marg , Mumbai -400 021
Tele No. 022- 66598077 , 66598125, E-mail: wz_gh@licindia.com

TENDER DOCUMENT
FOR
PROVIDING
CARETAKER AND HOUSKEEPING
FOR GUEST HOUSES
AT
LIFE INSURANCE CORPORATION OF INDIA

Jeevan Aashray, Santacruz (West),Mumbai

Date of issue: 19/09/2024

Last Date of Submission: 04/10/2024 up to 05.00 pm.

(Signature of Vendor with Seal)



LIFE INSURANCE CORPORATION OF INDIA
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WESTERN ZONAL OFFICE

TENDER NOTICE for Various Services for LIC Western Zonal Office

Life Insurance Corporation of India, Western Zonal Office, Mumbai intends to hire the Services of Agencies/Firms /Vendors preferably from Mumbai for following categories:-

Caretakers and Housekeeping services for guest houses at Jeevan Aashray, S V Road, Santacruz(West),Mumbai .

For complete details and Tender documents please contact Office Services Department, Western Zonal Office, Mumbai at the following address between 10.00 am to 4.30.pm on working days OR log on to www.licindia.in and click on “Tender for Housekeeping Services for Western Zonal Office under link “Tenders”

The prescribed application forms are also available at the following address. The tenderers have to pay non refundable Tender fee of Rs.1180/- (Rs. One thousand one hundred and eighty only – Inclusive of GST @ 18%) **per tender** either by cash or Demand Draft favoring LIC of India payable at Mumbai

Regional Manager (OS), LIC Of India, WESTERN ZONAL OFFICE Yogakshema , “West Wing” , Gr Floor, J B Marg,Mumbai -400 021. Tel Nos 022-66598125

LIC Of India reserves the right to accept OR reject any/all Tenders in full/part without assigning any reason whatsoever.

Last date for submission of Bid documents is **04.10.2024 till 5.00 pm.** (Office will remain closed on all Saturdays, Sundays and Public Holidays)

Place : Mumbai
Date: 08.08.2024

Zonal manager

Tender Documents for providing Caretaker and Housekeeping services for Guest houses under Western Zonal Office at Jeevan Aashray, S V Road,Santacruz(W) ,Mumbai on contractual basis

Please check that total number of Pages is 28. Each Page of the Tender Document must be Signed & Stamped by the Tenderer before submission.

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Scope of Work for Caretaker and Housekeeping service

The successful Bidder will have to provide Caretaker for Guest House to LIC of India, Western Zonal Office, Mumbai (to locations as mentioned in ‘Annexure-II’) by deploying their personnel to the satisfaction of LIC of India, Western Zonal Office , Mumbai consistent with LIC of India standards and instructions issued by authorised LIC of India officials from time to time.

SCOPE OF THE WORK

1. The successful Bidder will have to provide complete care taking to LIC of India for its Guest Houses by deploying their personnel to the satisfaction of LIC of India consistent with the Corporation’s standards and instructions issued by the authorised officials of LIC Of India, from time to time.
2. The service provider will have to engage 3 caretakers in total Concerned care taker shall maintain various records as necessary. The caretaker so deployed, should be capable of maintaining records in English/ Hindi/Marathi.
3. Except as otherwise herein after stated, the selection, replacement and remuneration of the caretaker shall be determined by the service provider. The service provider shall ensure that its personnel will be competent and efficient.
4. The service provider will normally not change the working hands without consent of LIC of India. However, the service provider must immediately remove and replace any of their personnel, who in the opinion of LIC of India is incompetent/ negligent / of unacceptable behavior of whose employment is otherwise considered by LIC of India to be undesirable.
5. The service provider will be required to provide proper uniform / dress , shoes as decided and instructed by LIC officials for use at all time during duty period. The cost of such uniform and shoes will borne by the service provider.
6. The service provider will have to engage persons, provide required machines /cleaning materials which are not harmful for guest house furniture and other useful materials. The service provider shall be required to carry out the daily House Keeping services for all the internal and external peripheral areas including toilets, all rooms, kitchen, stairs, lobby cleaning as directed by LIC authorities.

CARETAKING & HOUSEKEEPING

- (a) The caretakers must report to the OS department of the Zonal office and collect occupancy details of guests and to receive instructions, if any, with regard to services to be rendered in the guest house.
- (b) The service provider shall render comprehensive care taking and daily housekeeping services and will take care of complete day to day functioning of the guest house including maintenance of premises, housekeeping, cooking/catering services, attending the guest, serving tea snacks, marketing requirements etc as per general guidelines and instructions from the authorities of LIC of India. The required utensils, crockery etc will be provided in the guest house by LIC of India.

(Signature of vendor with Seal)

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- (c) The service provider shall upkeep the fixtures and furniture, furnishings, fittings & equipments of the guest house at all the time during contractual period. The service provider shall also ensure to keep all such items in excellent condition. Such items shall not be taken out of Guest House premises without the consent in writing by authorized official of the LIC of India. In case of any damages to the Furniture & Fixtures by the negligence of the Caretaker, the same shall be replaced by the Service Provider at his own cost or the amount of the damaged Furniture and Fixture, equipments shall be recovered from the Bills of the Service Provider. The decisions of the LIC authorities (Secretary (OS)/RM (OS)) shall be binding on the Service Provider.
- (d) The service provider shall look after administration of laundry services for all the linen of the Guest house including the guest house rooms and will maintain inventory of such linens. The payment for the same will be made by LIC of India directly to the respective vendor.
- (e) The care taker shall attend emergency during breakdown of electric power supply, cable TV, cooking items, water supply in the guest house.
- (f) The caretaker has to ensure that after check out by the guests, used bed sheets, towels, napkins are sent for washing/laundry and replaced with fresh sets.
- (g) Periodic laundering of curtains, blankets etc . are to be carried out by the care taker.
- (h) The caretaker has to ensure that used soaps, shampoo sachets etc are to be disposed and replaced with new ones.
- (i) Used slippers/chappals/foot-mats are to be washed and kept ready for use after each check out.
- (j) The service provider should ensure sweeping ,mopping, dusting ,garbage disposal on a daily basis and weekly cleaning of cobwebs, bathroom tiles, buckets, mugs refrigerator, micro wave, kitchen utensils etc. to be carried out.
- (k) The care taker shall ensure proper maintenance of guest house register, visitors book as desired by LIC of India.

Daily Services in Guest House:

- 1) The Service Provider will have to engage persons, provide required Machines/Equipments and Chemicals which are not harmful for Guest House Furniture and other useful materials.
- 2) The caretaker has to attend to the guests, verify the booking of the person in the Guest House, guide him/her to respective room allotted, and provide drinking water in the room. He should be courteous in the behavior & prompt in providing services. He should not demand any tips.

3) The caretaker has to provide Guest House Register to the visitor for making entry in the register. He should check photo ID along with e-mail of guest house booking confirmation. At the time of leaving the Guest House also, the said Register is to be produced for making entry of Guest House.Charges & Signature. He has to check that all the entries are properly made and ensure that the Guest House charges are correctly deposited and, if not deposited directly at the office, collect the same from the visitor & deposit the same to office on day to day basis in the name of guest. Details of Misc Receipt(Date number & amount) to be mentioned against each entry in Guest House Register. The Feedback forms shall be provided prior to check out and filled forms to be collected from the visitors and the same are to be filed by the caretaker.

The service Provider shall be required to carry out the following Services for Guest House and outer peripheral area within Guest House as details mentioned below:

Providing daily services for caretaking, daily housekeeping and catering such as serving fresh wholesome meals (tea/coffee,breakfast, lunch, snacks, dinner).Changing of bed linen and bath towels/napkins etc. between check-ins. I	Maintaining cleaning schedule as directed by Officials.
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NOTE: Vendors are requested to visit the mentioned premises /locations before quoting their rates between 11 a.m. to 4 p.m. (Excluding Saturdays, Sundays and Public Holidays).

Catering:

- The Service Provider shall arrange for serving fresh wholesome meals on demand (tea/coffee, lunch, breakfast, snacks, dinner) to the guest or any person authorized by LIC Of India. Such meals will be served in the dining Hall, guest rooms or any place authorized by LIC of India. The number of meals will depend upon occupancy and there is no guarantee of minimum number of meals.
- The raw materials for meals/snacks and other items will be purchased by the caretaker. No reimbursements will be made by LIC and the caretaker has to collect the amount from the guests at the rates fixed by LIC.
- Service Provider will also ensure proper upkeep of crockery/cutlery/stores/beverages/food items etc. in the most hygienic ways and proper inventory to be maintained.
- The Service Provider shall be responsible for day to day housekeeping of the kitchen and pantries and maintain them clean, neat and hygienic. Proper inventory of all kitchen items is to be maintained.

(Signature of Vendor with Seal)

Name of Service	Providing Caretakers (03 Nos) for Guest House at LIC of India, at S V Road, Santacruz(West),Mumbai
Tender documents	Guest House under LIC Of India Western Zonal Office” under the link “Tender forms will be issued on payment of Rs. 1180/- in cash or If form downloaded from the site Rs.1180/- by Demand Draft as non- refundable tender fees from OS Department, (Gr Floor). at ‘LIC of India, Western Zonal Office,Mumbai -400 021 between 10.00 am to 4.30 pm from 19/09/2024 to 04/10/2024 on all week days except Saturdays, Sundays and Public holidays (Tender forms may also be downloaded from our website www.licindia.in by clicking on “Tender for providing Caretaker and housekeeping (03 nos) for Tenders”
Earnest Money Deposit	The EMD payable is 2% of the contracted value Rs.15,000/- (2% of estimated contract value
Exemption	*Exemption: 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 filing Entrepreneurs memorandum(Part-II) will be exempted from payment of Tender Fees and Earnest Money Deposit.
Date of Sale of Tender Documents	From 19/09/2024 to 04.10.2024 on all week days between 10.00 am to 4.30 pm except Saturdays, Sundays and Public holidays.
Pre Bid Meeting	23/09/2024 from 3.00pm
Last date of submission of Tenders	04/10/2024 upto 05.00pm
Date and time of opening the Technical Bid	07/10/2024 on 12.30 Noon
Date and time of opening the Financial Bid	Shall be intimated later on
Contract period	The contract shall initially be for a period of two years which may be extended at the discretion of the Corporation and on consent of the contractor/bidder for a further period of one year with the same terms and conditions and rates if the performance of the service provider is satisfactory to LIC of India, Western Zonal Office, Mumbai
Notice period for termination of contract	One month if LIC intends to terminate the services. Three months if the agency intends to terminate the contract
Validity of Bid	180 days from the opening of the tenders.

Instructions to bidders

The tender forms will be available from 19/09/2024 to 04/10/2024 between 10.00 am to 4.30 pm on week days (excluding Saturdays, Sundays and Public Holidays) on payment of Rs. 1180/- (Rupees One Thousand one hundred eighty only including GST) in cash at the cash counter of Western Zonal Office,Mumbai or drawn on any nationalized/Scheduled Bank in favour of Life Insurance Corporation of India payable at Mumbai from the office at the above address. A Miscellaneous Receipt will be issued through the cash department. For the tender forms downloaded from website, DD for Rs 1180/-(non refundable) payable at Mumbai to be enclosed along with Technical Bid towards the cost of tender application. The MSE Vendors are exempted from payment of Tender fees.

1 . The last date for submission of filled in tenders (both technical and financial bids along with the Miscellaneous receipts of Tender fees and EMD amount OR the certificate of MSE registration) is 04 /10/2024 up to 5.00 P M . The offers received after the last date and time mentioned above will not be considered.

2 . The filled in tenders for each category should be submitted at the OS Western Zonal Office (Gr Floor) addressed as under

The Regional Manager(OS)
Yogakshema,
West Wing,Gr Floor,
J B Marg,
Mumbai-400 021

3 . The technical bid will be opened on 07/10/2024 at 12.30 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 similarly 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 further

The envelope containing the receipt of Tender fees and EMD and/OR DD for tender fees and EMD shall be opened simultaneously with the opening of technical bid. The MSE Vendors shall submit the Certificate of Registration of MSE.

The financial bids of only those bidders, whose technical bids 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 only.

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

- i) Instructions to bidders, Scope of work and Terms & Conditions.
- ii) Technical Bid.
- iii) Financial Bid.
- iv) EMD and Tender Fees receipts OR the MSE registration certificate.

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).

5 .The Technical bid shall be submitted in sealed cover (**Marked Envelope – I**) superscribing as “**Technical bid for providing Caretaker for Guest Houses under LIC of India, WESTERN ZONAL OFFICE , MUMBAI.**”

The envelope shall contain the addressee’s details and details of the bidder also.

6 . The price bid for the category Housekeeping Services shall contain only financial details i.e., rate per House keeper and care taker for guest houses inclusive of all charges (excluding Goods and Service Tax) per month for 8-hours duty. The Financial Bids will be placed in the **Envelope-II** and superscribed as “**Financial bid for Tender of providing Caretaker and Housekeeping for Guest House to LIC of India, WESTERN ZONAL OFFICE, MUMBAI.**”

7 .**Envelope-III** will contain Miscellaneous receipts of Tender fees and EMD OR the certificate of MSE registration or DD of Rs.1180/- if the tender is downloaded from our website, superscribed as “**Miscellaneous receipts of Tender Fee and EMD/ Certificate of MSE registration for providing Caretaker and Housekeeping for Guest House to LIC of India, WESTERN ZONAL OFFICE,MUMBAI**”

All the above three 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 superscribed as “**Tender for providing Caretaker and Housekeeping for Guest House to LIC of India, WESTERN ZONAL OFFICE, MUMBAI**”

8 .In case the tender form is downloaded from the Corporation’s web site, the non refundable tender fee of RS.1180/- (Rupees One Thousand one hundred and eighty only) including GST will be remitted in the form of DD drawn on any nationalized/Scheduled Bank in favour of Life Insurance Corporation of India payable at Mumbai .

Successful bidder will be informed by letter sent through Courier/Registered Post/E-mail, along with a draft contract for the above services.

9 .Successful Tenderer must deposit Security Deposit in the nature of performance guarantee @ 3% of the Contracted Value through DD/Bank Guarantee through scheduled Bank in favour of Life Insurance Corporation of India payable at Mumbai 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.

10.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.
- c) Copy of the Goods and Service Tax Registration
- d) Copy of the E.P.F. registration
- e) Copy of the E.S.I. registration
- f) Audited Copies of last 02 Financial years I.T.RETURNS/Balance Sheets & Revenue A/C having a turnover of at least 7.5 lakhs in each of the two financial years 22-23 , 23-24.
- g) An affidavit stating that the applicant is not facing any blacklisting from an establishment of Central Government or the State Government or the PSU for breach of agreement.

11.Non disclosure of relevant information or furnishing of incorrect information, documents will suffer disqualification.

12 .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

13. Tenderer should note that their tenders will remain open for consideration for a minimum period of 06 (six) months from the date of opening of Technical Bid.

Signature of vendor with seal



**LIFE INSURANCE CORPORATION OF INDIA
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14. 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. The L1 bidder will be decided on the basis of the Administrative/Service charges quoted. In case more than one bidder quotes the lowest identical price then decision will be taken on the basis of the agency having more experience in house keeping in Guest Houses.

17. Agency/firm must have an establishment having good infrastructure in Mumbai 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 Private Firm

19 The Agency is required to provide its NEFT details along with the tender documents.

20. 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 Zonal Office, (Gr Floor) Mumbai during office hours only to understand the existing infrastructure and facilities, existing deployment pattern of personnel, expected requirements of the Zonal Office and the desired level of services which the Service Provider is expected to render during the contractual period etc.

22. LIC of India reserves the right to accept any tender or to reject any or all tenders at its sole discretion without assigning any reasons thereof.

23. The Successful Tenderer has to submit Pre Contract Integrity Pact on stamp paper of Rs 500/- .

Signature of vendor with Seal

**General Conditions for Caretaker and Housekeeping
at Guest House**

- 1) The Agency will ensure the presence of a Caretaker throughout the contract period & also ensure daily housekeeping & provide hygienic condition of Guest House rooms, toilets and kitchens. Any unauthorized absence of the said Caretaker will attract penalty at lumpsum rate of Rs. 1000/- per day or part thereof.
- 2)The Service Provider shall ensure observance of Rules & Regulations of the Guest House including guest rooms.
- 3) The rooms shall always be under the possession of the Caretaker. The keys of the rooms shall remain with him and he will be responsible for opening and closing of rooms. However, allotment of rooms/allocation of guests will be done by LIC of India.
- 4)The Service Provider will not allow or permit to be allowed any unauthorized occupation of the rooms and will not carry on or permit to be carried out any undesirable, unlawful, obnoxious and illegal activities to be carried out in the Guest House premises.
- 5) The Service Provider shall duly ensure all their persons engaged in pursuance of the agreement against accident, sickness and agree to indemnify LIC of India against all liabilities in this regard. The Service Provider shall further accept liability and shall indemnify LIC of India against any liability, claim, proceeding expenses or losses in respect of personal injury of any person on duty.
- 6)The LIC of India reserves the right to increase or to reduce the Services and consequently the Service Provider would be paid remuneration on prorata basis, if possible. Otherwise, the rates of any such additional/reduced services have to be mutually agreed by both parties, prior to execution.

Assistance from Guest House:

The Guest House is equipped with the following items to enable the Service Provider to render the intended services:

- a)Rooms in Jeevan Aashray Guest House are fully furnished with air conditioners, LED TV with Wi Fi connections, Sofa Sets, refrigerator, water purifier, wooden beds, mattresses, pillows, curtains utensils etc. The Guest House will be handed over to the Service Provider along with all these items in good working conditions to enable him to render effective & efficient services.
- b) Bed Sheets, bed covers, pillow covers, bath towels, napkins shall be provided in Guest Houses by LIC. The above items shall be replaced from Guest House as and when required after physical verification by LIC Officials from time to time.

General Terms and conditions for providing caretaker 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,Western Zonal Office , Mumbai desires to engage the services of an agency for providing Caretaker for Guest House/Housekeeping services (Unskilled) during working days / working hours and as & when required at the Guest Houses premises at Jeevan Aashray,Santacruz(West) .(As per Locations mentioned in Annexure II)

The tentative number of personnel required shall be 3 and it may increase or decrease as per the requirements of LIC of India.

2 . Tender which is received on account of any reason whatsoever including postal delay etc. after the expiry of time and date i.e 04/10/2024.at 5.00 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, Receipts of Tender Fees and EMD OR DD for Rs.1180/- in favour of LIC of India towards Tender fees and DD for Rs. 15000/- towards amount of EMD OR The MSE Registration Certificate for availing exemption from payment of tender fees and EMD and Financial Bid) duly filled in with the relevant documents / information in the Tender Drop Box in the OS Department, at the address given below :

**OS Dept,
LIC of India, WESTERN ZONAL OFFICE
Yogakshema, West Wing, Gr Floor J B
Marg , Mumbai-400 021**

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 to be duly initialed by the tenderer. 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 06 months (Six 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”.

8 . The Technical bids will be opened on 07/10/2024 at 12.30 Noon 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.

Signature of vendor with Seal

9. Corporation reserves the right to accept or reject any or all the tenders without assigning any reason thereof.

10. Canvassing in any form will disqualify the tenderer.

11. The Corporation will inform the short-listed agencies/firms in writing for arranging their office inspection.

12. All payments to the successful vendor shall be made by NEFT only.

13. 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 1947, ESIC Act, Employees Provident Fund and Misc. Provisions Act, The Child Labour (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.

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 EMD/Security/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

14. 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" full extent.

15. Uniform is mandatory and should be provided within 15 days of awarding the tender and deployment of personnel.

a. The personnel must be in uniform on all working days, failing which 1% to 5% of total bill may be imposed/deducted as penalty.

b. If the schedule as laid out in the scope of work is not adhered to by the contractor, a penalty of 500/- per week will be imposed.

c. Recovery of 200/- per day for supervisor not visiting daily.

Signature of vendor with Seal

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16. The Agency Providing Caretakers for Guest House services shall provide the names, local and permanent addresses, and mobile no if any 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 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.
20. In case of failure of the “service provider to provide the caretaker 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.
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 Caretakers/Housekeeping services to pay wages to its Personnel by way of cheque or 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 Caretakers for Guest house Housekeeping services provided were/are satisfactory during the month and subject to deduction of Penalty imposed if any as per terms and conditions of tender/contract. The monthly bill payment will be made subject to 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 employers' share, with the appropriate authority.
- (iv) Deposit Challan showing the individual figure of deposit of contribution of ESI of employees' and employers' share, with the appropriate authority.(v) 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.
- (vi) If payment to worker is made by cheque, then a copy of Bank account statement of previous month showing debit of wages/benefits in favour of workmen should be submitted every month with the bill by the Service provider /Contractor. If payment is made through NEFT, then a copy of the statement sent to the Bank duly acknowledged by the Bank. 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 Department as amended from time to time and a certificate to this effect shall be provided to the agency.
- 2 5. 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.
- 2 6. 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.

27. The Office will have an approximate requirement of around 03 Caretakers/ 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 two years from the date of approval of the tender with a provision to renew the contract on the same terms and conditions and rates with mutual consent for one more year. Corporation reserves the right to pre-mature termination of the contract / agreement without assigning any reason thereof by giving three months notice before the expiry of the contract period.

29. Selected Bidder should submit the deed of Agreement/Contract with LIC Of India, Western Zonal Office,Mumbai 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 performance guarantee @ 3% of the Contracted Value within 15 days of intimation as above may result in the forfeiture of EMD and cancellation of selection as successful bidder. However LIC of India at its discretion may cancel the tender 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 three days from the date of receipt of work order.

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 of India 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.

31. The Personnel provided by the Agency are required to have minimum 3 years experience and possess the minimum qualifications as under:
The Caretakers of the Contractor are required to have minimum experience and possess the minimum qualifications as under:

Caretakers/Cleaners/sweepers/Housekeeper (Un-Skilled): 3 years Experience and 7 th Class Pass.

32. The Corporation reserves the right to Remove/Black list the Firm/Agency/Organisation/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 selected tenderer shall be entertained on any account during the period of the contract. The administrative charges as quoted in the tender of the successful bidder will remain fixed throughout the contract period.

34. Agreement Period: The contract for Caretaker and Housekeeping services shall be valid for Two Years from the date of execution of agreement and issuance of work order. After further review and evaluation, can be renewed further for one more year on the same terms and conditions and rates. 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 contract/ rate contract but in case of breach of the terms of the contract, rate contract may be terminated and 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

37. The Agency Providing Housekeeping services shall ensure that :-

- a) All personnel deployed by it shall be efficient, skilled and honest, disciplined, courteous, trained and ever ready to attend housekeeping work politely.
- b) As maintaining cleanliness is the essence of the housekeeping work, selected service provider shall deploy adequate number of workers to ensure quality work. The selected service provider shall clearly mention the same in the covering letter.
- c) To provide proper uniform, hand gloves, shoes, 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/ sweeping, 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 selected service provider for carrying out the work would be deemed to be selected 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 selected service provider is attributable to the Corporation. These persons, engaged by the selected service provider, will not be entitled to claim any kind of employment with the Corporation. Selected service provider has to ensure regular medical check up 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 cleaning/ sweeping duty.

h) None of the personnel of the selected service provider shall enter into any kind of work other than provided under this contract, within the complex.

i) The personnel deployed by the selected service provider shall be of good conduct, character and health. They should be in proper uniform and necessary identity cards. In case of any complaint against any of the personnel deployed by the selected service provider, selected service provider is bound to remove such person and arrange for replacement of removed person as and when advised to do so by the Corporation.

j) The selected service provider shall be solely responsible for the integrity of the personnel deployed. If any of the staff of selected 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.

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

l) All Cleaning materials and necessary cleaning equipments will be provided by the Vendor.

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

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

39. 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.

40. 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.

41. The Agency shall give the duty allocation chart mentioning the names of the personnel deployed at the location to the Competent Authority one week in advance.

42. In case of any dispute arising out of the acceptance/agreement ,shall be referred to for “ Arbitration” to the Zonal Manager, Western Zonal Office,Mumbai and his/her decision shall be binding on the firm/agency/service provider. The firm/agency/service provider shall not raise any question requiring competence of the Zonal Manager to act as sole arbitrator.

43. In terms of provision of Section 33(3) of the Insurance Act, 1938, as amended by the Insurance Laws (Amendments) Ordinance, 2014, Insurance Regulatory 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 the contractor in respect of service outsourced by the LIC of India. It shall be the duty of the contractor to provide such documents/statements/information as may be required by IRDAI within such time as may be specified by the IRDAI.

44. In terms of provisions of Section 33(4) of The Insurance Laws (Amendment) Ordinance, 2014, Insurance Regulatory Development Authority of India (IRDAI) if it considers expedient to do so, may direct any person hereinafter 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) Ordinance, 2014, 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.

45. Any dispute arising out or relating to this tender/agreement shall be deemed to have arisen in Mumbai and shall be under adjudications of a Court in Mumbai 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 affected without any notice to me.

Date:

(Signature of vendor with seal)

Place :



LIFE INSURANCE CORPORATION OF INDIA
WESTERN ZONAL OFFICE
Yogakshema , “West Wing” , Gr Floor,
J B Marg,Mumbai -400 021.

APPLICATION FORM FOR TENDER (Technical Bid)

Profile of the Tenderer

Name of the Agency/Firm/Vendor (In Block Letters)	
Status of the Agency.(whether Sole Proprietorship/Firm/Pvt. Co.	
Date of Incorporation/Establishment	
Correspondence address and Telephone No. & E mail id.	
Address of Head Office (If Separate) , Telephone No. & E-mail id.	
Address of Mumbai office, e-mail id and Contact no	
Names of the Partners /Directors	
Name of Chief Executive with his present addresses and Telephone Nos.	
Name of Contact person with Designation who would be calling on us and attending to our jobs & contact phone No. & E-mail id.	

Signature of vendor with Seal

<p>Name of your Bankers with Addresses & Telephone nos.</p> <p>Name of the beneficiary: (Vendor’s name as in bank records.)</p> <p>Beneficiary’s Account Number:</p> <p>Account type: (Saving Account, Current Account, etc.)</p> <p>Beneficiary’s Bank- Branch</p> <p>Bank’s MICR code:</p> <p>Beneficiary’s Bank IFSC Code:</p> <p>Beneficiary’s contact number/email id if any:</p>	
<p>Total number of / Caretakers/housekeeping staff on roll (as on 31.03.2024)</p>	
<p>PAN</p> <p>TAN</p> <p>Goods and Service tax registration No (Copy of Pan/Tan /GST should be enclosed)</p>	
<p>Whether holding certificate under Shops & Establishment Act, duly renewed (Copy should be enclosed)</p> <p>Reg No.. & Date</p>	

Signature of vendor with Seal



LIFE INSURANCE CORPORATION OF INDIA
WESTERN ZONAL OFFICE
Yogakshema , “West Wing” , Gr Floor,
J B Marg,Mumbai -400 021.

10. ESI Registration No. (Copy to be enclosed)	
PF Registration No. (Copy should be enclosed)	
Name of offices where you have carried out work during past 3 years (copies of Certificates to be enclosed)	
Name of at least four of your most valued clients at the present time	
Average Turnover of the Agency for the last two years. Submit copies of I.T. returns, Balance Sheets & P/L Accounts for last two financial years.	FY 2022-2023 FY 2023-2024
Are you agreeable to abide strictly by the Terms and Conditions of the Tender Contracts.	

.

Particulars of Tender Fee:-

Cash/DD Rs.1180/--.

Signature of vendor with Seal



**LIFE INSURANCE CORPORATION OF INDIA
WESTERN ZONAL OFFICE
Yogakshema , “West Wing” , Gr Floor,
J B Marg,Mumbai -400 021.**

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.

DECLARATION

I/We _____ request

Life Insurance Corporation of India, Western Zonal Office,Mumbai 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 of the firm/Agency/Service provider at its absolute discretion without assigning any reason.

Signature of vendor with Seal

Annexure-I

Financial Bid for Housekeeping services- Unskilled Workers

Wages payable **per workman** as per Order dated 01/03/2024 by office of the Chief Labour Commissioner (C) ,Ministry of Labour & Employment, Government of India. Wages are subject to change in VDA as declared by Govt of India, Ministry of Labour & Employment from time to time.

	Jeevan Aashray	
	Charges for 8 Hours	
Minimum wages Per Day (Basic + VDA)	778.00	
Minium Wages per Month(Basic+VDA)per day X 26 Days	20228.00 (A)	
Administrative/Service Charges to be mentioned as % of A	<u> </u> % of 20228.00	

* For every six days one day off should be given.

*Administrative/Service charges include, Administrative Charges, Cost of cleaning material and any other non statutory charges.

*The Administrative/ Service Charges will remain fixed irrespective of any increase/ decrease in rates of Minimum wages (Basic + VDA).

*In case the Administrative /Service charges quoted by the bidder in financial bid is less than 3% (Three Percent) of the monthly wage bill(Wages include Basic Pay +VDA), the tender will be liable for rejection.

The following is the minimum (mandatory) percentage of various Deductions/Payments to be made as per statutory provisions and applicable rules:-

- 1 . EPF @ 13% of Minimum Wages
- 2 . ESIC @ 3.25% of Minimum Wages
- 3 . Bonus @ 8.33% of Minimum Wages

a) Area –Jeevan Aashray ,Santacruz(West)

1) Proof of remittance of PF / ESI and GST will be produced every month while submitting the bill for the following month, failing which the payments will not be made. 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 bills5) Uniform is mandatory for all Personnel on duty, failing which 1% to 5% of total bill may be imposed as penalty.

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



LIFE INSURANCE CORPORATION OF INDIA
WESTERN ZONAL OFFICE
Yogakshema , “West Wing” , Gr Floor,
J B Marg,Mumbai -400 021.

AFFIDAVIT
(To be given on stamp paper of 100/-)

I / We, authorized representative of _____, being
Indian Company / Sole Trading Company / Partnership Firm, registered under _____ bearing
registration no _____ having office at _____ do hereby
solemnly affirm and state as under:-

Whereas Life Insurance Corporation of India has floated a tender for availing 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, on page number 14 of General terms and conditions for providing caretaker services 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



LIFE INSURANCE CORPORATION OF INDIA
WESTERN ZONAL OFFICE
Yogakshema , “West Wing” , Gr Floor,
J B Marg,Mumbai -400 021.

ANNEXURE-II

Office Name	Location		Caretaker for Guest House (08 Hrs)
Jeevan Aashray Guest House Jeevan Shanti Colony, S V Road Santacruz(West) Mumbai-400054	<u>Mumbai</u>		<u>03</u>

Signature of vendor with Seal

LIST OF APPROVED CLEANING MATERIAL

- 1 . The material to be used shall be of reputed make as specified or approved by LIC.
2. One month material should always be in stock of the contractor within our premises

Sr. No	Description of Material required	Manufacturer and Brand Names
1	Flush Cleaner, Phenyl	Harpic, Lizol, Bengal Chemicals/ similar brands/ ISI marked
2	Air freshener installation refilling	Dabur (India)/ Odonil/ Ambipure/ similar brands
3	Stain/ Glass cleaner	Colin/ euivalent brands
4	Toilet paper roll	Reputed Brand
5	Liquid Soap	Lifebuoy, Dettol, similar brands
6	Disposable bags for garbage collection	e Standard Make (biodegradable)
7	Bath soap	Lifebuoy, Dettol, similar brands

If material/ equipments as mentioned in the table above is/are not used, appropriate penalty as decided by the Buyer will be imposed and recovered.

General points about materials for housekeeping :-

I. The description/ brand of materials to be used for various house-keeping activities shall be as specified above.

II. All cleaning material such as phenyl, disinfectant, air fresheners , hand-wash, liquid soap, sani cubes, squeeze, detergent powder, naphthalene balls, etc shall be provided and arranged by the Contractor at its own cost. All the material used should be of good quality and eco-friendly.

III. The Contractor shall arrange for all cleaning equipments such as – Hard brush / Soft brush, Soft / Hard duster , Mops, Multi Wash, Dry mops kit, Glass Cleaner , WC cleaner, Vacuum cleaner , Jet-pump etc.

IV. Dustbins(with biodegradable disposable garbage bags), mugs, small buckets in all office areas toilets (common and attached) shall be provided by the Contractor and are to be replaced as and when informed by Office to the Contractor.

Signature of vendor with Seal



On stamp paper Rs 500/- (Rs Five hundred)
PRE CONTRACT INTEGRITY PACT

General:

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on..... day of the month of2019. , 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 1 956 (XXXI of 1956) and having its corporate office at “Yogakshema” Jeevan Bima Marg Mumbai 400021. (here in after called the “BUYER” which expression shall mean and include, unless the context otherwise requires, his successors in office assigns) of the First part. And M/srepresented by Shri.....(Hereinafter called the “BIDDER / SELLER/SERVICE PROVIDER” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second part.

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

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

NOW, THEREFORE,

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

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

Enabling BIDDERS/Sellers/Service Providers to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing

assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

1. Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting on implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage/evaluation stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the “Chief Vigilance Officer” of the Buyer any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

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

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

-
- 3.7 The Bidder will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER/Contractor will not commit any offence under the relevant India Penal Code (IPC) /Prevention of corruption (PC) act. Further, the bidder will not use improperly, for purposes of competition or personal gain, pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the Bidder or any of the key personnel of the bidder, actively involved in the project is a relative of any of the actively involved personnel of the Buyer, the same should be disclosed.
The term ‘relative’ for this purpose would be as defined in section 2(77) of the Companies Act, 2013.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee or the BUYER.
- 3.14 The Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

4. Previous Transgression

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with

any Public Sector Enterprise in India or any Government Department in India that could justify; BIDDER’s exclusion from the tender process.

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

5. Sanctions for Violations:

- 5.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any; compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
 - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - (iv) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
 - (v) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/recession and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - (vi) To debar the BIDDER from participating in the future bidding processes of LIC for a minimum period of five years which 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):

- * Shri. Rajni Kant Mishra, IPS(Retd.)
- * Shri. Arun Chandra Verma, IPS (Retd.)

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.

- 6.2 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.
- 6.3 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 6.4 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.
- 6.5 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.

- 6.6 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.
- 6.7 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.
- 6.8 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.



1 0. Validity:

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

1 0.2 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.)