



Life Insurance Corporation of India
OS Deptt. DO Cell, Jeevan Jyoti Building
18-A, Rail Head Complex, Jammu (Srinagar Division)
Phone: 0191-2471347; E-mail- os.srinagar@licindia.com

Tender for Gas Bukhari Services for Branches/Satellite Offices of LIC of India Srinagar Division
Ref: OS/Gas Bukhari

Date: 20.09.2024

TENDER DOCUMENT

FOR

GAS BUKHARI SERVICES FOR
BRANCH/SATELLITE OFFICES

LIFE INSURANCE CORPORATION OF INDIA
SRINAGAR DIVISION

Last Date of Submission: 10.10.2024 up to 1600 Hours






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Tender for Gas Bukhari Services for Branches/Satellite Offices of LIC of India Srinagar Division

NOTICE

Life Insurance Corporation of India, Divisional Office Srinagar intends to invite sealed tenders in a closed envelope under TWO BID SYSTEM for Gas Bukhari Services for various offices of Life Insurance Corporation of India under Srinagar Division, from the Individual(s)/Firms. Tender document containing terms and conditions is available at our web site www.licindia.in/Bottom-Links/Tenders. The last date of submission of Tenders is 10.10.2024 up to 1600 Hours. For further details please log on to www.licindia.in/Bottom-Links/Tenders.

Senior Divisional Manager, LIC of India, Divisional Office, Srinagar reserves the right to accept or reject any or all offers/ tenders in full/ part without assigning any reason whatsoever.


SR. DIVISIONAL MANAGER



Tender for Gas Bukhari Services for Branches/Satellite Offices of LIC of India Srinagar Division

The detail of various Annexures to be appended with the Tender is as under:

| S. No. | Description | Page from To | No of Pages | Remarks |
|--------|--|--------------|-------------|------------|
| 1 | Notice | 2 to 2 | 1 | |
| 2 | Index | 3 to 3 | 1 | |
| 3 | Salient features of the tender | 4 to 4 | 1 | |
| 4 | Instructions to Bidders | 5 to 7 | 3 | |
| 5 | Eligibility criteria for Technical Bid | 8 to 8 | 1 | |
| 6 | Scope of Work | 9 to 9 | 1 | |
| 6 | General Terms and Conditions | 10 to 13 | 4 | |
| 10 | Technical Bid | 14 to 15 | 2 | Annexure-A |
| 15 | Financial Bid | 16 to 16 | 1 | Annexure-B |
| 16 | Pre-Contract Integrity Pact | 17 to 24 | 8 | |
| 17 | Affidavit | 25 to 25 | 1 | Annexure-C |
| 18 | Letter of Authorization | 26 to 26 | 1 | |
| 19 | NEFT Mandate | 27 to 27 | 1 | Annexure-D |
| 20 | Check list | 28 to 28 | 1 | |

Kindly Note:-

Each Page of the Tender Document must be Signed & Stamped by the Tenderer before submission.





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Tender for Gas Bukhari Services for Branches/Satellite Offices of LIC of India Srinagar Division

Salient Features of the TENDER

| S.NO. | BRIEF DESCRIPTION | DETAILS |
|-------|--|---|
| 1 | Tender | Tender for Gas Bukhari Services in various offices of Life Insurance Corporation of India, Srinagar Division |
| 2 | Area where Gas Bukhari Services are required | Branches/Satellite Offices of LIC of India as per Annexure-B under the jurisdiction of Srinagar Division located in J&K and Ladakh UTs |
| 3 | Name and address to whom the tender is to be submitted | Tender Receiving Officer Life Insurance Corporation of India Divisional Office Cell, Jeevan Jyoti Building 18-A, Rail Head Complex Jammu-180012 |
| 4 | Tender Fee | Rs 118/-- (Rs 100/- as tender fee + 18% GST) (non- refundable) by way of Demand Draft only , in favor of "LIC of India" drawn on any Nationalized/Scheduled Bank payable at Jammu. |
| 5 | Last date and time of submission of tender | 10.10.2024 by 1600 Hours. (Excluding Saturdays, Sundays and Holidays). Applicants should ensure that their tender is received on or before the date and time specified, as no consideration whatsoever shall be given for postal or any kind of delay. |
| 6 | Date of opening of Tender | The sealed tenders will be opened by the Tender Opening Committee on 11.10.2024 at 1100 hours in presence of the bidders or one of their authorized representatives (Authorization letter as per the format provided with ID proof) who wishes to attend at their own cost. |
| 7 | Date of opening of Financial Bids | Financial Bids of only those Bidders who qualify on Technical Grounds will be eligible for opening. The Financial Bids will be opened on a later date that will be communicated to the bidders. |
| 8 | Time Limit for Start of the Services | Within 15 days from the date of Issuance of Acceptance Letter |
| 9 | Contract Period | The Contract Period shall be initially for a period of ONE Year, w.e.f 15 th Nov., 2024 subject to further extension by one more year. |
| 10 | Notice for termination of contract | The contract is subject to termination at any time if not found satisfactory by LIC or for any other reason whatsoever by serving 15 days' notice in writing by LIC and 90 days' notice by the contractor. |
| 11 | Official Website | www.licindia.in |

SR. DIVISIONAL MANAGER

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Tender for Gas Bukhari Services for Branches/Satellite Offices of LIC of India Srinagar Division

Instructions to Bidders

1. LIC, Divisional Office, Srinagar, invites Tender for Gas Bukhari Services for offices of LIC of India under Srinagar Division, in sealed envelope from the Individual(s)/Firms.
2. For complete details and formats of Tender Document please log on to LIC's website www.licindia.in/Bottom-Links/Tenders. Should there be any changes in the terms and conditions of the tender, they will be duly notified on this official website and no further intimation will be given through any other means.
3. **TENDER FEE:** Tender Document may be downloaded from the website, should be duly filled in and accompanied by a Demand Draft only of **Rs.118/- (Rs.100+18% GST)** favoring 'LIC of India' drawn on any Nationalized/Scheduled Bank payable at Srinagar, towards non-refundable Tender Fee.
4. **EARNEST MONEY DEPOSIT:** The tender should be accompanied by a refundable Earnest Money Deposit of Rs. 5000/- (Rs Five thousand only-) in the form of **Demand Draft only** favoring 'LIC of India' drawn on any Nationalized/Scheduled Bank payable at Jammu. Earnest Money Deposit will be refunded to the unsuccessful bidders after finalization of the tender. The Earnest Money Deposit will not carry any interest.
5. **SECURITY DEPOSIT:** Successful bidder(s) are required to deposit security deposit @3% of the annualized tender value within specified time and order for start of services will placed with the vendor only after receipt of the security deposit. In case any L1 bidder fails to deposit security deposit, then no supply order will be given to the vendor.
6. **TECHNICAL BID:** The bidders are requested to submit the **Technical Bid (Annexure A)** in a sealed cover super scribed as "**Technical Bid for Gas Bukhari Services for Offices of LIC of India under Srinagar Division**". The envelope shall contain the name, contact no., E-Mail ID and address of the bidder. The following documents are to be submitted along with the Technical Bid.
 - a) Demand Draft for Rs118-(non-refundable) as cost of Tender Fee as mentioned in the Tender.
 - b) Demand Draft for Rs5000- as EMD.
 - c) Technical Bid Annexure-A
 - d) Signed copy of Pre-Contract of Integrity Pact
 - e) Signed copy of tender document as token of acceptance of tender terms and conditions
 - f) Self-attested copy of PAN card
 - g) Self-attested copy of GST registration certificate.(If applicable)
 - h) Self-attested copy of ITR as required in the tender.



Tender for Gas Bukhari Services for Branches/Satellite Offices of LIC of India Srinagar Division

8. **FINANCIAL BID:** The bidders are requested to submit **Financial Bid (Annexure-B)** separately in a sealed cover super scribed as **"Financial Bid for Gas Bukhari Services for Offices of LIC of India under Srinagar Division"**.
9. These two Sealed Cover Envelopes (Envelop -1, containing Technical Bid, Tender Fee, EMD and all documents mentioned at S. No 6, and Envelop- 2, containing Financial Bid, are to be placed in a bigger sealed cover super scribed as **"Tender for Gas Bukhari Services for offices of LIC of India under Srinagar Division."** The sealed cover containing the Tender papers is to be addressed to:
Tender Receiving Officer, Life Insurance Corporation of India, Divisional Office Cell, 18-A, Rail-Head Complex, Jammu 180012.
10. The sealed cover containing duly filled in tenders along with all relevant enclosures should be submitted by the Bidder either by Regd. Post / Speed Post or in person at the address given below:
**Tender Receiving Officer,
Life Insurance Corporation of India
Divisional Office Cell, 18-A, Rail Head Complex, Jammu- 180012.**
11. The rates quoted shall be written in **FIGURES & WORDS** without any correction. The bidders are instructed not to round off the rates. Rates to be quoted should be strictly as per the *Performa of Financial Bid* enclosed in the Tender document.
12. Tenderers should note that their tenders should remain open for consideration for a minimum period of six (06) months from the date of opening of Technical Bids.
13. LIC reserves the right to reject incomplete bids and bids lacking in details and without signatures or without relevant enclosures.
14. Tenders received late or not in properly sealed cover or received telegraphically & conditionally or not conforming to the prescribed conditions or not complete in all respects will be rejected.
15. The last date for submission of tenders is as stipulated in the 'Salient features of the Tender'. If any of the dates mentioned in the 'Salient features of the Tender' happens to be a holiday, then next working day will be considered.
16. The tenders will be opened by the "Tender Opening Committee" on the day as mentioned in the 'Salient features of the Tender' in the presence of bidders or their authorized representatives if they are willing to attend at their own cost.

Tender for Gas Bukhari Services for Branches/Satellite Offices of LIC of India Srinagar Division

17. Please note that only Technically Qualified vendors will be eligible for opening of Financial Bids. The Financial Bids will be opened on a later date which will be communicated separately.
18. The Senior Divisional Manager, LIC of India, Srinagar Division reserves the right to make any modification/s in the tender before the last date of submission of tenders. The modification/s, if any, will be published on our website www.licindia.in/Bottom-Links/Tenders and will form part of the tender.
19. If two or more Persons/ Firms quote the same rate, the lowest Bid after negotiations, will be considered.
20. Senior Divisional Manager, LIC of India, Srinagar Division reserves the right to reject, accept any bid and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for her/his actions and decisions. The Senior Divisional Manager, LIC, Srinagar also reserves the right to accept any bid in part or to split the contract between two or more bidders. The Senior Divisional Manager, LIC of India, Srinagar does not bind himself to accept the lowest tender.
21. The LIC reserves the right for inclusion / exclusion for terms and conditions of the contract as per the requirements.


Sr. DIVISIONAL MANAGER





Tender for Gas Bukhari Services for Branches/Satellite Offices of LIC of India Srinagar Division

Eligibility criteria at the time of furnishing TECHNICAL BID

1. Only those person(s)/ Firms who offer Gas Bukharies services using commercial Gas Cylinders only can participate in the tendering process.
2. Only those person(s)/ Firms who offer Gas Bukhari services in Branches/Satellite Offices as per **Annexure-B** can participate in the Tendering Process.
3. The bidder must possess a valid PAN Card issued by Income Tax Department.
4. Agencies/ Firms which are Black listed/removed by any Govt. office/PSU or any office of the Corporation are not eligible to apply for participation. If applied their applications will not be considered for technical evaluation.
5. Applicants registered as MSME/NSIC (MICRO and SMALL only) as on date of floating of tender, are exempted from depositing Tender fee and EMD provided they attach self-attested copy of the relevant certificate from the concerned Department of Govt. of India to this effect with technical bid.
6. The qualified vendor shall not claim any payment for the staff deployed for operation and maintenance of Gas Bukharies in the offices.


Sr. DIVISIONAL MANAGER




Tender for Gas Bukhari Services for Branches/Satellite Offices of LIC of India Srinagar Division

SCOPE OF WORK RELATED TO GAS BUKHARI SERVICES

The Scope of the work related to Gas Bukhari Services the empanelled agency is as under:

1. Providing Gas Bukhari Services in Branches and Satellite offices of LIC of India Srinagar Division as per Annexure-B
2. Providing Gas Bukhari Services in Branches and Satellite offices of LIC of India Srinagar Division as per the requirement of the office.
3. Providing Gas Bukhari services on all working days including Saturdays and Holidays except Sundays.
4. Refueling of Gas of the Gas Bukharies when required.
5. Service/Repair of Gas Bukharies as and when required.
6. Deploying trained staff for overall management of Gas Bukharies for hassle free services and to avoid any mishap in any office.


Sr. DIVISIONAL MANAGER



Tender for Gas Bukhari Services for Branches/Satellite Offices of LIC of India Srinagar Division

GENERAL TERMS & CONDITIONS RELATED TO GAS BUKHARI SERVICES

1. The terms and conditions along with the instructions will form part of the tender to be submitted by the tenderer to LIC of India, Srinagar Division.
2. Tender which is received late on account of any reason whatsoever including postal delay etc. after expiry of time and date i.e. fixed for submission of tenders shall be termed as "LATE" tender and not to be considered. Such tenders shall be returned to the concerned part without opening the same.
3. All columns of the tender documents must be duly filled in 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. The Corporation reserves the right to reject the incomplete tenders or in case where information submitted/ furnished is found incorrect.
4. Overwriting/corrections in the tender document are not allowed.
5. Incomplete, conditional tenders and fax / e-mail/ telegraphic tenders will not be considered and will be rejected.
6. The offer will remain valid at least for a period of six (6) months to be reckoned from the date of opening of "Technical Bid".
7. However LIC of India reserves the right to increase the number of Gas Bukharies for installation at any other place by up to 25 % of the tendered quantity. LIC also reserves the right to decrease the number of Gas Bukharies for any location by up to 25% of the tendered quantity.
8. Valuation of the Tender shall be done on the basis of L1 rates for Region-A and Region-B separately.
9. There should not be any deviation in terms and conditions that have been stipulated in the tender documents. Tenders with imposed conditions which may lead to a deviation with respect to the terms and conditions mentioned in the tender document will not be considered and will be rejected.
10. Any tender not complying with eligibility criteria and requirements either wholly or partially shall be rejected.
11. Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will result in the rejection of the bid.

Tender for Gas Bukhari Services for Branches/Satellite Offices of LIC of India Srinagar Division

12. The short-listed vendors will be informed in writing by the Corporation for arranging site inspection of the offered premises.
13. The contractor shall arrange for repairs and maintenance of Gas Bukhari immediately after information from any of our offices.
14. Tenders from intermediaries or brokers will not be entertained.
15. It may be noted that no negotiations will be carried out, except with the lowest tenderer and therefore most competitive rates should be offered.
16. Income Tax will be deducted at prevailing rate.
17. GST will be reimbursed to the owner if registered under GST Rule.
18. The payment shall be made at the end of the month after receipt of Invoice and service report from the Branches.
19. No advance will be made to the qualifying bidder for starting the contract.
20. LIC shall have the right to amend or modify any of the terms and conditions during the period of the Contract.
21. The Competent Authority reserves the right to change the relevant dates to accept or reject all or any of the applications, to accept any higher bid, or to cancel all tenders without assigning any reasons whatsoever.
22. The Technical Bids of those bidders, where LIC after its scrutiny / inspection / investigation / verification is satisfied with regard to the compliance of technical criteria as laid down in the tender document, will be declared as found eligible for financial bid opening.
23. LIC will communicate to the successful bidder by letter sent through Registered Post or E-mail that the bid has been accepted.
24. **PERIOD OF CONTRACT:** Initially the contract will be for a period of ONE year with further extension by another one year on the same terms and conditions with mutual agreement by both the parties.
25. **PAYMENT PROCEDURE:** The payment to the contractor shall be made through NEFT for which he/she has to submit an enclosed NEFT mandate form along with cancelled Cheque of his/her Bank Account and a self-attested photocopy of AADHAR Card. The demand /GST IN bill will be submitted by the contractor every month to the concerned Branch In-charge for release of payment.
26. The contractor shall be responsible for their personal taxes as applicable and shall indemnify and



Tender for Gas Bukhari Services for Branches/Satellite Offices of LIC of India Srinagar Division
shall hold LIC harmless for any liability in this regard.

27. Any dispute arising out of the terms of this contract on the interpretation of any clause herein shall be settled by mutual discussions between the Nominated Authorities of LIC and the authorized representatives of the contractor. Any dispute arising out of the Contract/Agreement shall come under the jurisdiction of the Honorable Courts in Srinagar.
28. The contractor will indemnify and keep indemnified LIC from claim, loss or damage that may be caused to LIC on account of failure of the contractor under various laws towards LIC due to acts of omissions of the contractor. The successful bidder has to furnish an Affidavit to LIC on a Stamp Paper of appropriate value.
29. 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 may also arrange for verification of any document/testimonial submitted by the bidder in support and 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, his bid would be considered as non-responsive and his financial bid will not be processed any further and EMD will be forfeited.
30. The Bidder should affix authorized person's signature on all the pages of the tender as a token of acceptance of the terms and conditions.
31. In case of any dispute arising with any State/ Central Agency, owing to happening of any incidence within any office, Contractor shall be solely responsible for it and LIC will not have any liability in this regard whatsoever.

TERMINATION CLAUSE:

LIC may also terminate the contract by serving a 15 days' NOTICE to the contractor and the decision of the Sr. Divisional Manager, LIC of India, Srinagar Division, in this regard shall be treated as final and binding on the Contractor. If the contractor refuses to provide the required facilities to LIC at any stage before the expiry of the period of contract, the contract shall be liable to be terminated by LIC without giving any notice.

TERMINATION OF CONTRACT:

The contract may be terminated during the operative period by giving 15 days' notice in writing by LIC and 90 days' notice in writing by the contractor. Contract may be extended further for ONE more year, if the required facilities are found satisfactory. LIC reserves the right to terminate the said contract at any time on the ground of unsatisfactory facilities rendered by the contractor or on any other ground detrimental to the interest of LIC.



Tender for Gas Bukhari Services for Branches/Satellite Offices of LIC of India Srinagar Division

32. **RIGHT TO ACCEPT ANY BID AND TO REJECT ANY BID OR ALL BIDS:**

Every Bidder must note that his/her Bid shall be liable to be rejected in case the tender stipulations are not complied with strictly or the services do not conform to the required Specifications indicated therein. The Sr. Divisional Manager, LIC of India, Srinagar Division, reserves the right to reject, accept or prefer any bid and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the ground for its actions and decisions. The Sr. Divisional Manager, LIC of India, Srinagar Division also reserves the right to accept any bid in part or split the contract between two or more bidders.


SENIOR DIVISIONAL MANAGER






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ANNEXURE 'A'

TECHNICAL BID

| S. No | Information Sought | Information Provided |
|-------|---|--------------------------|
| 1 | Name of the Owner/Owners/Partners/Firm (in Block Letters) | |
| 2 | Full Residential Address(s):- | |
| 3 | Postal /Present Address(s):- | |
| 4 | Contact Details: 1. Land Line No 2. Mobile 3. E-Mail ID | |
| 5 | Name(s) and Address of the Partner(s) if any. | |
| 6 | Name(s) of Representative(s) who would be calling on us and attending to the jobs (With Mobile No and E-Mail ID). | |
| 7 | Name of Bankers with addresses & Telephone Nos. & IFSC Code & Bank Account Details. | |
| 8 | State whether the owner/owners/partners/firm is/are Income Tax assessee and if so attach (copies of IT Returns)as: | FY 2021-22 FY 2022-23 |
| 9 | Has the Owner/Owners/Partners/Firm ever been involved in any criminal act as decided by any Hon'ble Court of Law anywhere in India (If yes, please give details). | |





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| | | |
|----|--|--|
| 10 | Whether Black listed by any Govt. deptt. /Public sector company/any office of the Corporation. | |
| 11 | PAN No (attach attested copy) | |
| 12 | GST No (attach attested Copy) | |
| 13 | Details of Tender Fees | Amount Demand Draft No: Date: Bank: |

I/We declare that the above information is correct and complete to the best of my knowledge and belief.

Signature(s) of the Owner/Owners/Partners

(Name):

Address:

Mobile:

Email Id:





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FINANCIAL BID

Annexure-B

Region-A

| S. No | Location where Gas Bukharies Services are required- (Branch/Satellite Office) | Number of Units Required ($\pm 25\%$) | Period of Requirement | Quoted Rates Per Gas Bukhari / Month (Excluding GST) for Region-A |
|-------|---|---|-----------------------|---|
| 1. | Branch Unit-I Srinagar | 16 | Three to Four months | <u>In Figures</u> |
| 2. | Branch Unit-II Srinagar | 16 | Two to three months | |
| 3. | Branch Budgam | 10 | Three to Four months | |
| 4. | Branch Sopore | 16 | Three to Four months | <u>In Words</u> |
| 5 | Branch Pulwama | 12 | Three to Four months | |
| 6 | Branch Anantnag | 16 | Three to Four months | |
| 7 | SO Ganderbal | 03 | Three to Four months | |
| 8 | SO Kupwara | 03 | Three to Four months | |
| 9 | SO Kulgam | 03 | Three to Four months | |

Region-B

| S. No | Location where Gas Bukharies Services are required (Branch/Satellite Office) | Number of Units Required ($\pm 25\%$) | Period of Requirement | Quoted Rates Per Gas Bukhari / Month (Excluding GST) for Region-B |
|-------|--|---|-----------------------|---|
| 1 | Branch Doda | 08 | Three to Four months | <u>In Figures</u> |
| 2 | Branch Rajouri | 10 | Three to Four months | |
| 3 | Branch Poonch | 06 | Three to Four months | |
| 4 | SO Kishtwar | 03 | Three to four months | <u>In Words</u> |
| 5 | SO Ramban | 02 | Three to four months | |

Before Quoting rates please go through the terms & conditions given in the Tender.
 Rates Quoted shall be excluding the applicable rates of GST.
 Location wise full address shall be communicated to the successful vendor separately.

Manager (OS)
 DO Cell Jammu

Quoted Rates are submitted by our Firm for your Consideration

Authorized Signatory and Stamp of the Firm
 (With complete Postal address, Phone No & e-mail address)





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Tender for Gas Bukhari Services for Branches/Satellite Offices of LIC of India Srinagar Division

PRE CONTRACT INTEGRITY PACT

General:

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____, 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 _____ .(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:-



Tender for Gas Bukhari Services for Branches/Satellite Offices of LIC of India Srinagar Division

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, 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.
- 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.



Tender for Gas Bukhari Services for Branches/Satellite Offices of LIC of India Srinagar Division

- 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 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



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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.

3.10The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12If 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.

3.13The 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.

3.14The 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.



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- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (v) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/recession and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vi) To debar the BIDDER from participating in the future bidding processes of LIC for a minimum period of five years which may be further extended at the discretion of the BUYER.
- (vii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (viii) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

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

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

6. Independent Monitors:

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

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

- 1. Shri Arun Chandra Verma, IPS (Retd)**
Flat No.C-1204, C Tower, Amarpali
Platinum Complex, Sector-119 Noida (U.P), E-mail id: acverma1@gmail.com





Life Insurance Corporation of India
OS Deptt. DO Cell, Jeevan Jyoti Building
18-A, Rail Head Complex, Jammu (Srinagar Division)
Phone: 0191-2471347; E- mail- os.srinagar@licindia.com

Tender for Gas Bukhari Services for Branches/Satellite Offices of LIC of India Srinagar Division

2. **Shri Rajni Kant Mishra, IPS (Retd)**
Ex Director General in BSF
P-23, Sector-11 Noida

Distt: Gautam Buddh Nagar
(Uttar Pradesh), PIN - 201301

email address: rkm592002@yahoo.co.in & rkmishra84@gmail.com

Mobile No : 97173-28500

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.



Tender for Gas Bukhari Services for Branches/Satellite Offices of LIC of India Srinagar Division

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

7. Facilitation of Investigation:

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

8. Law and Place of Jurisdiction:

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

9. Other Legal Actions:

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

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

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

10. Validity:

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

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

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

BUYER

BIDDER

Name of the Officer:

CEO:

Designation





Life Insurance Corporation of India
OS Deptt. DO Cell, Jeevan Jyoti Building
18-A, Rail Head Complex, Jammu (Srinagar Division)
Phone: 0191-2471347; E-mail- os.srinagar@licindia.com

Tender for Gas Bukhari Services for Branches/Satellite Offices of LIC of India Srinagar Division

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.)





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Tender for Gas Bukhari Services for Branches/Satellite Offices of LIC of India Srinagar Division

ANNEXURE -'C'

AFFIDAVIT

(TO BE GIVEN BY SUCCESSFUL BIDDER)

I / We _____
being _____ Indian Citizens residing at _____
do hereby solemnly affirm
and state as under:-

Whereas Life Insurance Corporation of India has floated tender for Gas Bukhari Services in various offices of Life Insurance Corporation of India Srinagar Division and in respect of the same, I/we being one of the Bidders, confirm that I / We strictly follow various laws as mentioned in the Terms & Conditions of the Tender.

I/We further state that I/ we shall indemnify Life Insurance Corporation of India against all claims, which may be made upon Life Insurance Corporation of India 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 to 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 noncompliance of any provisions 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.

Solemnly affirmed at _____ this _____ Day of _____ 2024 before me.

Notary with Seal and Stamp





Life Insurance Corporation of India
OS Deptt. DO Cell, Jeevan Jyoti Building
18-A, Rail Head Complex, Jammu (Srinagar Division)
Phone: 0191-2471347; E-mail- os.srinagar@licindia.com

Tender for Gas Bukhari Services for Branches/Satellite Offices of LIC of India Srinagar Division

LETTER OF AUTHORIZATION FOR ATTENDING BID OPENING

The Manager (OS)
Life Insurance Corporation of India
Divisional Office-Srinagar

Sub: Authorization for attending bid opening on.....at.....Hrs

Following person is hereby authorized to attend the bid opening of Tender floated by Life Insurance Corporation of India, Srinagar Division, for Gas Bukhari Services in offices of LIC of India under Srinagar Division, on behalf of:

..... (Bidder detail)

| Name of the Person | Specimen Signature |
|--------------------|--------------------|
| | |

Authorized Signatory
(Name
Mobile/Email Id:
Date:

Note: Only one representative for any Bidder shall be authorized and permitted to attend the BID OPENING. Such person shall carry this authorization letter & I Card along with him to participate in the bid opening.





Life Insurance Corporation of India
OS Deptt. DO Cell, Jeevan Jyoti Building
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Phone: 0191-2471347; E- mail- os.srinagar@licindia.com

Tender for Gas Bukhari Services for Branches/Satellite Offices of LIC of India Srinagar Division

ANNEXURE -'D'

APPLICATION FOR PAYMENT THROUGH NEFT FROM AGENCY

Name of the Agency :
(As per Bank A/c)

PAN NO. :
(Compulsory)

Address of Agency :

Phone / Mobile No. :
(FOR SMS Alert)

Email ID :

Agency's Bank name :

Bank Branch Name :

Address of the bank :

Agency Bank Account No. :
(Full-Digit 11-16)

Type of A/c : Saving A/c Current A/c OD A/c A/c
(Tick)

Bank IFSC Code No. :

| | | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|--|
| | | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|--|

(11 DIGIT IFSC CODE)

I have checked the above details with my banker and confirm that they are correct. Please transfer the amount payable to me as per details stated above.

Authorized Signatory
(Name / Designation and Seal of the Firm / Company)
Mobile/Email Id:
Date:

Kindly enclose cancelled cheque leaf for verification of details.

