



**Patna Divisional office - 1, Jeevan Prakash, Frazer Road Patna,**

**Patna (Bihar) -800001.**

**E-mail ID: os.patna @licindia.com**

**Ref: PDO-1/E&OS/Office Boy/Attendant/Caretaker /TENDER**

## **TENDER DOCUMENT**

### **FOR**

### **Office Boy/Attendant/Caretaker Service**

**LIC OF INDIA,**

**Patna Divisional office-1, Jeevan Prakash, Frazer Road , Patna,**

**Patna (Bihar) -800001.**

Date of Issue: as per GeM;

Last date of submission: as per GeM

### **PART-A - NOTICE INVITING TENDER**

#### **TENDER NOTICE FOR Office Boy, Attendant, and caretaker Services**

Life Insurance Corporation of India, Address invites BIDs through GeM portal from reputed, licensed organizations / Agencies having their operational office in Bihar who are providing Attendant/Helper/Office Boy & Caretaker services in any organization/ Government / Public Sector undertaking / Private organizations of repute etc. for providing **Attendant, Office Boy and Caretaker Services** for our Divisional office and its BOs / SOs/Guest House..

BIDs through GeM portal are invited from reputed agencies with their **Operating Office anywhere in Bihar** providing Attendant/Office Boy & Caretaker Services with at least **Three** years experience of providing Attendant/Office Boy & Caretaker Services to any Government organization /Public Sector undertaking of repute etc. Schedule for the tender process is as given below:-

---

Authorized signature of bidder with date & seal of Company/firm/ Agency

<b>Earnest Money Deposit</b>	<b>As per BID specification in GeM portal. BID NO.- GEM/2023/B/3275710</b>
<b>Date of Floating the Tender Document ( Through GeM Portal )</b>	<b>Date - As per GeM DATE- 16.03.2023</b>
<b>Details available in LIC website <a href="http://www.licindia.in/Tender">www.licindia.in/Tender</a></b>	

The Bid must be complete in all respect and submitted strictly within the dates and time mentioned as above along with the other tender document. Earnest Money Deposit (EMD) to be submitted as per GeM specification in the said BID.

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

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

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

The Technical papers of the bidders will be evaluated on the basis of the following **four mandatory conditions** duly supported by the relevant papers: -

1. Bidder must be registered under Bihar Shop and establishment Act 1953.
2. Bidder must have operating office anywhere in Bihar.
3. Bidder must have average annual Turnover of at least 300 lacs in last three Financial Year (i e. 2019-20, 2020-21 and 2021-22)
4. The Bidder should have executed at least 3 number of projects with supply of 50 number of Manpower in each contract of providing Manpower Services in four Financial Year Including current Financial Year taking together (2019-20, 2020-21, 2021-22 & 2022-23). Out of three , there must be one existing work order as on 31.03.2023 for Providing Attendant/Office Boy & Caretaker services through a minimum number of 50 such persons in the state of Bihar.

After qualifying the above four mandatory conditions, remaining papers of Bidders as mentioned in Annexure "D" will be evaluated / examined.

**Senior Divisional Manager**

LIC of India,

Patna Divisional office-1

---

Authorized signature of bidder with date & seal of Company/firm/ Agency

## **PART B – GENERAL RULES AND INSTRUCTIONS TO TENDERERS**

1. Life Insurance Corporation Of India, Patna Divisional office -1 (hereinafter referred to as “The Corporation”) invites BIDs from reputed, licensed organizations / Agencies with their **Operating Office anywhere in Bihar** for Attendant/Office Boy & Caretaker Services for its premises at Divisional office and its BOs and SOs situated in the districts of Patna, Vishali, Nalanda, Nawada, Gaya, Jehanabad, Arwal and Aurangabad. (Please refer to scope of work herein below) for a period of **2 Years (Twenty Four Months)** from date of awarding contract ,extendable by one year depending upon the experience and at the discretion of Competent Authority of the Corporation and to the satisfaction of the Corporation .
2. Location for Attendants (unskilled) Services requirements are at Patna Divisional office-1 and its Branches and SOs as mentioned for which requirement of **Attendants/Office boys is 83**, requirement of **Caretakers is 6** to carry out respective Attendant, Office Boy & caretaker jobs. Corporation has the right to increase or decrease the requirement of Attendants / Office Boys / caretakers and also may decide whether Attendants or office boy or Caretakers services are required or not at any location.
3. LIC of India reserves the right to call for missing / additional requirements or otherwise from the applicant at the time of analysis of the technical bids received as per GeM in response to this notice.
4. The Bidders should be a registered body for providing Attendant/Office Boy & Caretaker Services having valid requisite license.
5. **The Bidder should have executed at least 3 number of projects with supply of 50 number of Manpower in each contract of providing Manpower Services in four Financial Year Including current Financial Year taking together (2019-20, 2020-21, 2021-22 & 2022-23). Out of three , there must be one existing work order as on 31.03.2023 for Providing Attendant/Office Boy & Caretaker services through a minimum number of 50 such persons in the state of Bihar.**
- 6 Bidder should be a profitable Company.
7. Satisfactory service certificates must be enclosed from any one of the bidder’s existing major clients in Bihar **having at least 50 man powers** with details of contact person, Telephone No. email etc.
8. The Bidders should ensure and confirm that they have the entire mandatory compliance certificates / registrations / license under various applicable laws including labour laws applicable for the state of Bihar. **The Bidder shall ensure that none of his employees are paid salary / wages which are less than the prescribed amount under the Minimum Wages Act 1948 by the Government of India or by the State Government or any other Authority constituted by or under any law, whichever is higher**, for the category of workers employed by them from time to time. The Bidder should **comply with various provisions of Contract Labour (R & A) Act 1970 and Central Rules 1971 and other related Acts** should enclose the copies of the following:

---

Authorized signature of bidder with date & seal of Company/firm/ Agency

- License from **Labour Commissioner** to employ contract labour under the Contract Labour Act (R &A) ACT, 1970.
- Registration certificate under **Employees Provident Act**.
- Registration under **Employees State Insurance Act**.
- Latest **Income tax** clearance certificate, if any and PAN Card of the Contractor.
- **GST registration** Certificate.
- Copies of Audited Balance Sheets for the past 3 years.
- The average **Annual Turnover** during last 3 years should be at least **Rs. 300 lacs per annum**.
- NEFT details.
- Others.

The Bidder should not have defaulted in providing similar services and should not have been black-listed with any office of LIC of India or any other establishment on the date of submission of tender. The Bidders should have adequate resources for providing Attendant/Office Boy /Caretaker Services under jurisdiction of LIC of India, Patna Divisional Office-1.

09. The Bid shall be signed by a person or persons as authorized by the Bidder. In case, the Bidder is a Company, the officer authorized by the Company shall sign the Bid and affix the seal of the company.

10) While discharging the duties, the Bidder shall be responsible for any injuries to persons, damage to building, building structure, streets and footpaths and shall rectify it at his own cost.

**11. Any Bidder submitting the tender shall be deemed to have read and understood the terms and conditions, scope of the work etc and quote accordingly.**

Enclosures:

1. PART "C" – General Conditions of Contract.
2. PART "D" - Scope of Work
3. PART "E" - Technical Bid
4. ANNEXTURE "D" – Documents for Technical Bids.

**Senior Divisional Manager**  
LIC of India,  
Patna Divisional office-1

---

Authorized signature of bidder with date & seal of Company/firm/ Agency

## **PART C – GENERAL CONDITIONS OF CONTRACT**

- 1) None of the personnel deployed by the Bidder/Contractor shall indulge in any act other than that provided under this contract.
- 2) The Bidder/Contractor shall follow all prevailing rules / regulations / laws and should possess valid license for providing Attendant/Office Boy & Caretaker Services and shall take all safety measures for the personnel deployed by him. The Bidder/Contractor shall follow all the provisions of labour law and shall alone be responsible for any lapse in this regard.
- 3) The Bidder/contractor shall carry out the entire work having full regard to the safety of his own personnel as well as Corporation's staff and officers in the complex. All safe practices shall be strictly adhered to by the Bidder/contractor. The Bidder/contractor shall protect sides of opening in floor slabs, edges of slabs, stair, stairwells etc. with barricade, warnings signs / lights and educate all his workmen to follow safe working practices. The Bidder/contractor shall provide first aid boxes wherever required. Despite observing safe practices if any unfortunate incident occurs, the Contractor shall bear all expense or claims towards treatment or compensation.
- 4) The Corporation shall not be responsible financially or otherwise for any injury or death caused to any of the personnel of the Contractor during the performance of duties in the premises of the Corporation. The Bidder/contractor shall be solely responsible for providing compensation, if any and / or providing for expenses towards treatment for any injury or loss of life during performance of duties by the personnel deployed by him.
- 5) The Bidder/contractor shall not cause or allow any of his personnel to act in any manner, which may cause unnecessary disturbance or inconvenience to the Corporation, employees of the Corporation, owners / tenants / occupants of nearby properties or to the general public.
- 6) Nothing in this tender shall by implication or expression be taken to mean or imply that any of the persons deployed by the Bidder/contractor for rendering Attendant/Office Boy & Caretaker Services are employees of the Corporation or deployed by the Corporation. The Bidder/contractor shall deploy workers who shall be in his sole employment and he shall be solely and wholly responsible for their acts, salaries, wages, remunerations or any other statutory liabilities or other payments. Under no circumstances shall the Corporation be liable for any payment or claim or compensation (including but not limited to compensation on account of injury, death or termination). In case any liability falls on the Corporation for any reason, the Bidder/contractor shall keep the Corporation indemnified against the same. In order to give effect to this, the Contractor shall incorporate suitable clause in the appointment letters to be issued to his workers mentioning that the workers are employees of the Bidders/ Contractors. The Bidder/contractor shall ensure medical checkup of all the personnel deployed by him, periodically as well as whenever necessary, at his own cost.
- 7) The Bidder/Contractor will be responsible for all members of the staff deployed by him and shall submit police verification of their antecedents. A certificate to this effect along with police verification report shall be furnished by the Bidder/Contractor to the Corporation before deployment of the staff. Further, in respect of the workers deployed at the Corporation's premises, the Bidder/Contractor shall submit details such as Names, appointment letters issued by the Contractor, age proof, address proofs & police verification

---

Authorized signature of bidder with date & seal of Company/firm/ Agency

reports. The Bidder/Contractor shall ensure that the character and antecedents of the Attendant/Helper/Office Boy & Caretaker deployed by him are duly verified before such deployment.

8) The Bidder/Contractor shall be responsible for any loss due to theft / pilferage / damage caused in the course of performance of duties to the Corporation's property including fittings, furniture, fixtures or any other equipment(s). The Corporation shall assess the amount payable by the Contractor towards damages / loss / theft / pilferage and the same shall be recovered by the Corporation from the monthly payment to be made to the Contractor and or from security deposit.

9) The personnel deployed by the Bidder/Contractor must be healthy, neat and clean. They should display good conduct & courteous behavior. They should be in proper uniform and should be provided photo identity cards by the Contractor at his own cost.

In case of any complaint against any of the personnel deployed by the Bidder/Contractor, he shall remove such person immediately and arrange for replacement of removed person within 24 hours. The person(s) so removed should not be deployed again or allowed to work in the premises of LIC of India.

10) If the staff deployed by the Contractor is found to be indulging in any undesirable activities in the premises of the Corporation, the Bidder/Contractor will solely be responsible for all the consequences. Besides, the Corporation shall be at liberty to lodge complaints before appropriate authorities.

11) No residential accommodation shall be provided by the Corporation to Bidder/Contractor and / or to the personnel deployed by him.

12) The contract shall be for a period of **Two years initially**. However, the same may be extended by one year subject to satisfactory performance and approval of Competent Authority.

13) The Bidder/Contractor shall make payment to his personnel as per Minimum Wages Act only by electronic mode. Monthly payments to the Bidder/Contractor will be made only after submission of certificate mentioning names of personnel, amount paid, name of the bank and bank account number. The names mentioned should only be of those personnel who were actually deployed for providing Attendant/Office Boy & Caretaker service to the Corporation by the Bidder/Contractor. Any violation of the Minimum Wages Act will entail forthwith termination of the contract in addition to such penal consequences as may be deemed fit by the Corporation.

14) All work must be carried out to the entire satisfaction of the Corporation. If the standard of services is not maintained to the satisfaction of the Corporation, appropriate penalty will be imposed and the same will be deducted from the monthly bill and / or Security Deposit.

15) **Personnel required:**

Location for Attendants (unskilled) Services requirements are at Patna Divisional office-1 and its Branches and SOs as mentioned for which requirement of **Attendants is 83**, requirement of **Caretakers is 6** to carry out respective Attendant, Office Boy & caretaker jobs. Corporation has the right to increase or decrease the requirement of Attendants / Office Boys / caretakers and also may decide whether Attendants or office boy or Caretakers services are required or not at any location. The Attendants or office boys or Caretakers so deployed by the contractor are expected to carry out Attendants or office boys or Caretakers job and other related Misc work as deemed fit by the Corporation.

Assessment of Attendants or office boys or Caretakers requirement is only to provide an equal footing to all the bidders so that they have equal weightage on this factor. This tender must not be construed as a tender for deployment of Attendants or office boys or Caretakers. It is also reiterated that this tender is inviting offers to providing Attendants or office boys or Caretakers services and not for deployment of Attendants or office boys or Caretakers.

ii) The outsourcing of the Attendants, office boys or Caretakers is purely on temporary basis. The duty hours will be limited to **8 (eight) hours** for each Attendants/ Caretakers/ Office Boy. No Attendant/office Boy/ Caretaker should be permitted to work for two shifts continuously. No Attendants / Office Boys/ Caretakers will be permitted to work for more than **48 hours in a week**.

iii) The Attendants office boys or Caretakers deployed by the Contractor are expected to provide services as per terms of the contract and their services may also be utilized for any other work related to Attendants and Caretakers such as meetings, conferences or any other day to day work in different department or locations in Patna and its BOs and SOs comes under the jurisdiction of Patna Divisional Office-1. In addition to the schedule of various activities that are required to be carried out as mentioned in **Part D - scope of work**, it should also be ensured that all the Attendants and Caretakers are available for carrying out any Attendants or Caretakers activities that may arise intermittently.

iv) The Attendants/ Office Boys / Caretakers deployed by Contractor for required jobs should be of sound mind & major with **age not more than 50 years**.

v) The average **Annual Turnover** during last 3 years ( 2019-20, 2020-21 & 2021-22) should be at least **Rs. 300 LACS per annum**.

vi) If necessary, the Attendants / Office boys & Caretakers deployed by the Contractor may also be called upon to perform any other duties in addition to those explicitly stated in this tender. The Contractor shall ensure due compliance of such instructions, issued from time to time, by authorities of the Corporation.

vii) Complete details of the Attendants/office boys & Caretakers deployed daily by the Contractor shall be maintained by Contractor and made available for verification as and when demanded by the Corporation.

viii) The Contractor shall not deploy any relative(s) of any serving/retired/resigned/deceased employee(s) of the Corporation for providing Attendant/ office boys & Caretaker services.

**16. Responsibilities of the Contractor will be as under: -**

- i. To provide disciplined, courteous, trained and quality personnel ever ready to attend to their work politely.
- ii. The Contractor shall ensure excellent standards of service.
- iii. Attendants/office boys & Caretakers deployed by the Contractor shall be required to display their photo identity card issued by the Contractor.
- iv. It shall be the responsibility of the Contractor to provide all benefits,

---

remuneration & amenities prescribed, under any applicable law to the persons deployed by him.

Authorized signature of bidder with date & seal of Company/Firm/ Agency

- v. The Contractor shall be responsible to maintain all Registers, Records and Accounts required for the compliance of any and all statutory provisions / obligations.
- vi. The Contractor should ensure that his employees do not smoke while working in the premises of the Corporation. They will also not indulge in drinking alcohol or any other intoxicants. They will not consume drugs and eat pan / khaini / tobacco etc. They will not play cards or indulge in gambling in the complex.
- vii. The Contractor shall comply with the feed-backs, if any, given to it by Official/s of Corporation at any point of time till contract exists.
- viii. All complaints received during normal working hours should be attended to as early as possible. No complaints should be left unattended / postponed.

**17. The Contractor shall:**

- ix. Provide proper neat and clean Summer and winter uniform at least one set every year during the contract period of two years to all the persons deployed by him for providing services and ensure that the same is worn by them during the course of their duties in the premises.
- x. Ensure immediate corrective action on receipt of any complaint against the services provided or against any individual deployed by him in the premises of the Corporation.
- xi. Arrange and pay for the Policy under the Public Liability Insurance Act, 1991 and insure and keep insured all materials which are or have been declared to be hazardous under the notifications issued or that may be issued from time to time under the above Act or any rule framed there under.
- xii. Obtain Insurance Policy of adequate value in respect of all persons deployed by him for providing services, towards meeting the liability of compensation arising out of death, injury, disablement of work etc. and shall pay premiums regularly as when the same shall become due during the currency of the Contract.
- xiii. Be obliged to continue providing the services on the same terms and conditions as provided in the Contract, till such time as CORPORATION, is able to make any alternative arrangement or CORPORATION has agreed in writing to allow the Contractor to discontinue earlier.
- xiv. Comply with the instructions issued by the authorities of the Corporation from time to time relating to the performance of the services, duties and obligations. The services rendered by the Contractor shall be subject to regular review by the Corporation and its decision as to the quality thereof shall be final and absolute.

---

Authorized signature of bidder with date & seal of Company/firm/ Agency



18. Nothing in this tender shall be deemed to create any Partnership, Joint Venture, Agency between CORPORATION and the Contractor or their representatives and employees and nothing herein shall deem to confer on any party, any authority to incur any obligation or any liability on behalf of the other party. The Contractor is an independent entity and not an employee, agent, associate or authorized representative of Corporation. The Contractor is not authorized to undertake any obligation or liability in the name of or on behalf of Corporation what so ever.
19. The Contractor & the workers deployed by him at the Corporation's Premises shall maintain confidentiality of any information in their possession during their deployment in the premises of the Corporation & thereafter.
20. In case the Contractor fails to fulfill his obligations for any day to the satisfaction of the Corporation, for any reason whatsoever, the Contractor shall pay damages commensurate to the nature of loss / damages from a minimum of Rs.2000/- (Rupees Two thousand only) per day to any appropriate amount depending upon LIC's discretion for the entire number of such days and Corporation shall without prejudice to their rights and remedies including termination of Contract, be entitled to deduct such damages from any amount payable to the Contractor.
21. Upon expiry of the Contract or termination of the Contract, the Contractor and his Attendants /office boys & Caretakers shall vacate the premises and handover the same in good working condition.

**22. The bidder is required: -**

1. To enclose photocopies of the following documents duly self attested along with the Technical Bids failing which their bids shall be summarily rejected.
  - a. Registration certificate with Labour Department under contract labour (R & A) act 1970
  - b. Copy of PAN/GIR card
  - c. Copy of Income Tax Returns filed for the last three financial years
  - d. Turnover Certificate from chartered accountant for last 3 years
  - e. Copies of EPF certificate
  - f. Copy of ESI certificate
  - g. Copy of GST Registration
  - h. Copy of Registration under Bihar Shop and Establishment Act 1953.
  - i. Audited Account statement like Profit & Loss A/C and Balance sheet for last three years (2019-20, 2020-21 & 2021-22) for average turnover should be at least Rs. **300 lacs** per annum.
  - j. Certificate for Registration of firms
  - k. **Proof of operating office anywhere in Bihar.**
23. The bidder shall give an Affidavit on stamp paper of appropriate value that they are complying with the provisions pertaining to various Acts as amended from time to time as mentioned below. It will be the sole responsibility of the Contractor to abide by the provisions of the following Acts as to the workers deployed by him for performance of the service.
  - a] Child Labour Abolition & Rehabilitation Act, 2006
  - b] Workmen Compensation Act 1923
  - c] Labour & employment Act 1972

with date & seal of Company/firm/ Agency

- d] Industrial Employment (Standing Orders) Act 1946
- e] Contract Labour (Regulation & Abolition) Act 1970
- f] The Minimum Wages Act 1948
- g] Employees' Provident Fund Act 1952
- h] The Employees' State Insurance Act 1948
- i] The Payment of Bonus Act, 1965
- j] Any other Act or Legislation which may govern the nature of Contract.

24. The bidder will discharge all legal obligations in respect of wages of his personnel and their service conditions & shall comply with all the rules & regulations & provisions of Law in force that may be applicable to them from time to time viz. statutory obligations under Contract Labour (Regulation & Abolition) Act 1970, Minimum Wages Act, Workmen Compensation Act, EPF & MP Act, Industrial Dispute etc. The Contractor will indemnify & keep indemnified the Corporation from any claim, loss or damage that may be caused to the Corporation on account of the failure of the Contractor to comply with his obligations under the various laws towards the Attendants, Office boys and Caretakers deployed by him for any loss or damage to the Corporation due to the acts / omissions of Contractor.

**25. All the bidders shall execute and submit Integrity Pact as per Annexure A as and when required.**

26. The bidder should neither be a sub-contractor to any other entity / person, nor should, at any time, sub- let to any other person, the contract awarded to him. He should not be a party to any cartel at any time for processing any contract including the present Tender.

27. The bidder shall submit only one tender either by himself or as a partner in joint venture or as a member of the consortium. If a bidder or if any of the partners in a joint venture or any one of the members of the consortium participate in more than one bid, their Bids are liable to be rejected.

**28. PAYMENT TERMS:**

**The billing and payment will depend on actual number of personnel deployed and actual number of working days and their stipulated minimum wages, according to the respective category.**

The Contractor will be paid on monthly basis by NEFT / RTGS only for the services rendered during the particular month for which he shall submit the bill for the agreed amount latest by 7th of the following month along with Proof of remittance (copy of challan) of EPF, ESIC of the previous calendar month along with list of employees for whom the amount stands remitted. The list shall mention all the particulars like name of Attendant and Caretaker, amount credited (With bifurcation like BASIC+VDA+ EPF + ESIC+ BONUS as per bonus act + STATUTORY payment), Bank name, Bank Branch and bank account number.

---

Authorized signature of bidder with date & seal of Company/firm/ Agency

The Corporation reserves the right to withhold bills if the contractor fails to produce the proof for having remitted the ESI/PF dues.

The Contractor shall disburse the minimum wages (in vogue as on date of payment of wages) to Attendants and Caretakers/Gardeners by electronic mode only.

- TDS at the prevailing rates will be deducted.
- The Contractor shall alone bear all taxes, rates, charges and levies or claims whatsoever as may be imposed or levied by the State/Central Government(s) or any local body or authority for and in connection with rendering services except Goods and Services Tax (GST) raised by Contractor in the monthly bill & same will be paid by Corporation along with the other agreed charges for the services of Attendants and Caretakers.
- All the taxes which the Corporation may be liable to deduct or called upon to so deduct, during the currency of the Contract which are liable to be paid by the Contractor under the law, if not paid, shall be set-off against the bills raised by the Contractor and paid to the respective government department(s) or authorities as may be required under law and the Contractor shall have no claim / objection in respect of any or all such payments.

#### **29. TERMINATION:**

Corporation reserves the right to cancel or terminate this contract / agreement by giving one month's notice in writing without giving or assigning any reasons whatsoever for doing so. In the event of the Contractor wishing to terminate this Contract, the Contractor shall give at least three months notice to Corporation in writing.

**In the event of earlier termination of the Contract by either parties or on expiry of the contract, the contractor shall be obliged to continue providing the services on the same terms and conditions as provided in the Contract, till the Corporation is able to make alternate arrangements for Attendants Office Boys and Caretakers services, even if Corporation has agreed in writing to allow the Contractor to discontinue earlier.**

#### **The contract is also liable to be terminated by the Corporation if :**

- a. The Contractor abandons the work or
- b. The Contractor assigns or sublets the work in whole or in part thereof or
- c. The Contractor makes default in proceedings of the work under the contract, at any time during the contract period, with due diligence and continues to do so even after a notice is issued by the Corporation or
- d. The Contractor becomes bankrupt or insolvent or goes into liquidation or is ordered to wind up or has a receiver appointed on its assets or
- e. The Contractor persistently disregards the instructions issued by the Corporation or
- f. The Contractor fails to adhere to the agreed schedule of the work or
- g. The information submitted by the Contractor in the Tender is found to be incorrect or
- h. The Contractor fails to perform its obligations as per terms and conditions of the contract or
- i. The Contractor fails to maintain records / registers as required under the terms of this contract.

Authorized signature of bidder with date & seal of Company/Firm/Agency

**30 DISPUTES & DIFFERENCES:**

- i) In case of any dispute between the Agency and Corporation, the Corporation shall have the final authority to decide .
- ii) The matter will be referred to the Senior Divisional Manager, L.I.C. of India, Patna Divisional Office -1 and its decision shall be final and legally binding on the contractor.
- iii) All disputes shall be settled within the territorial jurisdiction of city of Patna (Bihar) only.

**31. SECURITY DEPOSIT:**

The selected Contractor will have to remit security deposit of 3% (valid till 31.03.2023 which may change as per Gov. and LIC Circular time to time and if it increases balance will be deposited by the Contractor) of estimated value of the contract. The amount will be kept interest free with the Corporation for the entire period of the contract. The Security Deposit shall be refunded within a period of two months from the date of expiry or termination of contract (whichever is earlier) provided there are no defects or loss or damage caused to the Corporation. In case of defects or loss or damage caused to the Corporation, the same shall be recovered from the Security Deposit and balance, if any, shall be refunded without interest to the contractor.

32(a)

The Contractor shall remit ESI and EPF contribution of all his Attendants, Caretakers and Gardeners regularly to ESI Corporation and P.F. Authorities respectively and furnish the proof of the same every month to the Corporation. If it is found at any time that ESI and EPF contributions in respect of his employees are not being deposited, L.I.C. of India reserves the right to utilize the amount of Security Deposit for the same or from the amount payable to the said contractor.

32 (b)

The Contractor has to agree to abide by the regulations if any notified by IRDAI –the Insurance regulator during the currency of Contract in connection with, “Outsourcing of Services” by LIC of India.

**33. PROVISIONS OF SECTION 33(3) and 33(4) OF THE INSURANCE ACT, 1938 AS AMENDED BY THE INSURANCE LAWS (AMENDMENTS) ACT, 2015:**

In terms of provisions of Section 33(3) of The Insurance Laws (Amendment) Act, 2015, the Insurance Regulatory and Development Authority of India (IRDAI), is authorized to verify such books of account, registers, other documents and the data base in the custody of the Contractor in respect of services 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 IRDAI.

In terms of provisions of Section 33(4) of The Insurance Laws (Amendment) Act, 2015, the Insurance Regulatory and Development Authority of India (IRDAI), if it considers expedient to do so, may direct any person hereinafter referred to as “Investigating Officer”, to make an investigation as specified under Sec.33(1) or carry out an inspection as specified under Section 33(2) of The Insurance Laws (Amendment) Act, 2015, who may examine on oath any Manager, Managing Director or Other Officer of the Contractor or agency where the services are outsourced by LIC of India.

34. The Corporation reserves the right to call for any record or requirements from the Contractor at any time in response to any query from the Appropriate Authorities.

We accept all the above terms and conditions as set forth in all the PARTS from A to E.

### **AUTHORISED SIGNATORY**

NAME :-

DESIGNATIONS :-

SEAL OF THE FIRM/ CONTRACTOR/COMPANY

---

Authorized signature of bidder with date & seal of Company/firm/ Agency

## **PART D - SCOPE OF WORK**

The successful Bidder will have to provide Attendants ,office boys and Caretakers Services in both locations by deploying their personnel to the satisfaction of LIC of India, in consistent with LIC of India standards and instructions issued by appropriate LIC of India officials from time to time.

The Service Provider will have to engage suitably trained & courteous Attendants /Helpers/ Office Boys/ Caretakers to carry out all related works on all working days and some special occasions when the office remains open either for work or for other reasons.

### **1. Scope of Work of Attendant/Helper/ Office Boy Services**

1. Daily Cleaning of all Office Furniture & Fixtures which includes tables, sofa, chairs, Almirah, telephones, fans, other electrical equipments, computer peripherals, printers etc.
2. Attending to officers & staff.
3. Serving tea, snacks etc, Drinking water washing utensils like cup, jug, glass etc related to these services.
4. Opening & closing of office main gate, doors , windows etc
5. Carrying message, letter, dak, post etc to different offices
6. Switching on & off the light, fans, ACs whenever necessary
7. Assisting in photocopying, scanning and packing & dispatch of documents
8. Moving & shifting of office furniture/ items.
9. To see all waste papers are removed / stored properly.
10. Turning off water taps wherever water is overflowing etc. every day
11. Any other miscellaneous job required from time to time.

### **2. Scope of Work of Caretaking Services at LIC Guest House at Patna and Gaya.**

1. Overall functioning, maintenance and satisfactory run of the Guest House and maintenance of various necessary records there in English/Hindi.
2. Collecting guest house booking details and instructions from the Corporation, if any, with regard to the services to be rendered in the guest house.
3. To provide comprehensive care taking services and attend the guests with proper courtesy and etiquette.
4. To prepare and serve tea/snacks as per general guidelines and instructions from the authorized Officials of LIC of India. The necessary kitchen appliances for the same are provided by LIC of India. The raw materials for Tea/snacks and other items will be purchased by the Service provider contractor firm/Caretaker. No reimbursement will be made by LIC and the Caretaker has to collect the amount from the guests at the rates fixed by LIC of India.
5. To ensure that Inventory items of Guest Houses are not taken out of Guest House premises without written permission from Authorized officials of the LIC of India.
6. To look after administration of laundry services for all the linen/towels/curtains/quilt covers etc. of the Guest House and to maintain inventory of all such items.
7. To take good care of guest house property and keep up-to-date inventory thereof.

---

Authorized signature of bidder with date & seal of Company/firm/ Agency

8. To attend emergency calls regarding restoration of breakdown of Electrical Power supply, Generator, TV connections, Kitchen appliances, Water supply/Water lifting motor in the guest house and promptly inform concerned officials of LIC about the same.
9. To maintain the rooms in neat & clean condition. Beds to be arranged properly and bedding items to be neatly folded and placed properly.
10. To ensure proper upkeep of crockery/cutlery/Inventory items/ food and beverages items etc. in the most hygienic manner.
11. Day-to-day overall housekeeping of Guest house including the kitchen area and to ensure its cleanliness, neatness and proper hygiene at all the times during contractual period.
12. To collect the guest house charges at applicable rates and depositing the same in office immediately after check-out of the guests
13. To take care of overall Security and safety of guest house and not to allow any unauthorized person in the guesthouse by collecting the KYC details of the guests at the time of check-in in guest house.
14. To take care of CCTV cameras and its uninterrupted recordings in the guest house.
15. To switch on & switch off the light, fans, ACs whenever necessary and turn off the water taps etc.
16. Daily Cleaning of tables, sofa, chairs, almirahs, fans & other electrical equipments etc. being used in the Guest House.
17. To clean the Guest House weekly using vacuum cleaner, provided by the LIC.
18. Moving & shifting of Guest House furniture/ items under instructions of Authorized officials.
19. Any duty/ function related to Guest House Care Taker.
20. To keep the office informed in case of any emergency and take necessary action.

**PART E – TECHNICAL BID**

(To be submitted in Bid for Attendants Office Boys and Caretakers Services  
for Patna Divisional Office-1 and its BOs and SOs ,.)

**Tender No- PDO-1/E&OS/Tender/ Attendants / Office Boys and Caretakers Services/2022-23**

1. Name of the Firm / Contractor / Company :  
(attach certificate of Registration)
2. Date of establishment :
3. Name of the Proprietor/ Director of the Firm / Contractor / Company :
4. Full Address of Registered Office :
5. **Details of Operating office anywhere in Bihar.**
  - a. Telephone number/s :
  - b. Mobile Number :
  - c. E-mail Address :
6. \*Banker of the Company Firm /Contractor/ Company :-  
Telephone Number of Banker :
7. \*Registration no. with Labour Department under contract Labour ( R&A)ACT 1970 :
8. \*Registration no. under Bihar Shop & Establishment Act,1953 :
9. \*PAN NUMBER (Attach certified copy) :
10. \*EPF Registration No. :
11. \*ESI Registration No. :

---

Authorized signature of bidder with date & seal of Company/firm/ Agency



12. **\*GST REGISTRATION NUMBER :**

GST ( Vendor details)	
Name	
State(complete State Name)	
State Code	
Pan Number	
GSTIN Number	
Contact person	
Phone Number	
Mobile Number	
E mail ID	

13. **Details of Application fee and EMD**

Details of Demand Draft	EMD 2 % of Bid Value or as per GEM
Demand Draft / Pay Order No.	
Date of Demand Draft / Pay Order	
Name of Issuing Bank	
Branch Of Issuing Bank	
Address of Issuing Bank	

14. **\*Turnover of the Company /Partnership Firm/ Proprietorship for the Financial Year 2019-20, 2020-21 & 2021-22 (Please attach a copy of audited Balance Sheet and Profit & Loss Account for all the three years.)**

:

Sr.No.	Financial Year	Turnover (Rs.)
1	2019-20	
2	2020-21	
3	2021-22	

---

 Authorized signature of bidder with date & seal of Company/firm/ Agency

15. A. **Work Experience of Bidder in the field of Attendants /Office boys / Caretakers****Service:** (Attach Proof)(Please see point no. 5 of part B)

Sr.No	Name of the Client	Specify whether Financial organization, Government /Public Sector undertaking /Private organizations	Since when Service is provided		Annual contractual amount of Attendant/Caretaker services with number of Attendants/Caretaker ( In lacs)	
			From (mention date)	To	Number	Amount

15. B. **DETAILS OF EXISTING CLIENTS (Attach Proof)**

Name and Address of the Company	Contact Person				Date of award of Contract		Number of Attendants/ Caretakers deployed	Total Annu al Contr act Value ( In lacs )
	Name	Designation	Phone No.	e-mail ID	From	To		

Give reference with full details of the person to whom enquiry in the above organizations can be made about workperformance by our authorized Officials.

Separate sheets may be used for providing the information sought in points 15. A. & 15. B.

\* Attach self attested photocopies of certificates/statements.

---

Authorized signature of bidder with date & seal of Company/firm/ Agency

**DECLARATION**

I, Son / Daughter / Wife of Shri.

Proprietor / Director /Authorized Signatory of the Firm/ Contractor/ Company mentioned above is competent to sign the declaration and Execute this Tender Document:

I have carefully read and understood all the terms and conditions of the Tender and undertake to abide by these terms and conditions.

The information / Documents furnished along with the application are true and authentic to the best of my knowledge and belief. I am/ We are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate Law.

I /We confirm that we are neither black listed nor facing any penal action from any office of LIC of India or an establishment of Central Govt or the State Govt or the PSU for breach of agreement.

I/We possess all licenses/certificates issued by concerned Deptt. Of Central Government/ Government of Bihar for providing Attendants and Caretakers/Gardeners Services. I/We would deploy Attendants and Caretakers/ Gardeners as mentioned in tender documents. (PART A to PART E).

Signature of Authorized persons

Date: -

Full Name:

Place: -

Seal:-

---

Authorized signature of bidder with date & seal of Company/firm/ Agency

**ANNEXTURE –D Order of Arrangement of Documents with Technical Bid : - (Self Attested)**

1. Self Attested copy of **Firm/ Contractor /Company Registration**
2. Self Attested copy of Certification of Registration with Labour Deptt under **contract labour (Regulation & Abolition) Act 1970.**
3. Self Attested copy of Certification of Registration under **Bihar Shops & Establishment Act,1953**
4. Self Attested copy of **PAN/ GIR Number.**
5. Self Attested copy of **EPF Registration letter / Certificate with latest ECR.**
6. Self Attested copy of **ESI Registration letter / Certificate with latest ECR.**
7. Self Attested copy **GST registration.**
8. Certified copy of the statement of Bank Account of the Firm/ Contractor/ Company for the last 6 months(Financial Year 2022-23).
9. Certified copy of **Balance Sheet and Profit & Loss Accounts** for last 03 years (**FY 2019-20, 2020-21 & 2021-22**)
10. The average **Annual Turnover** during last 3 years (2019-20, 2020-21 & 2021-22) should be at least **Rs. 300 lacs per annum.**
11. IT Returns for the last 3 years filed by Firm /Company (**FY 2019-20, 2020-21 & 2021-22**)
12. Separate sheet in reply to question no. **15 A & 15 B** of Technical Bid in the given format with additional details about contact person/s.
13. Certified Document in support of entries in column no **15 A & 15 B** of Technical Bid.
14. Copy of the terms and conditions in tender document with each page duly signed (with seal) by the Authorized signatory of the Firm / Contractor/ Company in token of their acceptance.
15. Duly filled **Integrity Pact** as per format provided in Annexure A.
16. Affidavit as per **Annexure B.**
17. Satisfactory certificate of at least one firm
- 18. Proof of operating office anywhere in Bihar.**
19. Additional documents if any to be annexed thereafter.

**All the documents to be arranged in serial order as above. Financial Bid as per GEM.**

---

Authorized signature of bidder with date & seal of Company/firm/ Agency

**PRE CONTRACT INTEGRITY PACT**

**Annexure A**

General:

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on..... day of the month of .....2023. , 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. (Herein after called the "BUYER" which expression shall mean and include, unless the context otherwise requires, his successors in office assigns) of the First part. And M/s .....represented by Shri..... (Hereinafter called the "BIDDER /SELLER/SERVICE PROVIDER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second part.

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

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

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, 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.

---

Authorized signature of bidder with date & seal of Company/firm/ Agency

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 cartelization in the bidding process.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER/Contractor will not commit any offence under the relevant India Penal Code (IPC) /Prevention of corruption (PC) act. Further, the bidder will not use improperly, for purposes of competition or personal gain, pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

---

Authorized signature of bidder with date & seal of Company/firm/ Agency

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 encase 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.

---

Authorized signature of bidder with date & seal of Company/firm/ Agency

24 TENDER DOCUMENT OF LIC OF INDIA FOR PROVIDING ATTENDANT AND CARETAKER SERVICES  
(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 G V Krishna Rau**

Ex-Addl. Chief Secy. & Development Commissioner to Govt. of Karnataka Villa 116, The Retreat,  
Tharabanahalli, Chikkajala Post, Bangalore - 562157  
Email: gykrishnarau@gmail.com Mobile: 9880240080

**2) Shri Rajni Kant Mishra, IPS (Retd.)**

Ex Director General in BSF B-1801, Amrapali Sapphire Sector - 45,  
NOIDA  
(Uttar Pradesh), PIN - 201303  
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.

Authorized signature of bidder with date & seal of Company/firm/ Agency



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

- 6.7** The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 6.8** The Monitor will submit a written report to the **Chairperson, LIC** within 8 to 10 weeks from the date of reference or intimation to him by the BUYER /BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.
- 6.9** If the Monitor has reported to the Chairman, LIC, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman LIC has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

#### **7. Facilitation of Investigation:**

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

#### **8. Law and Place of Jurisdiction:**

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

#### **9. Other Legal Actions:**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extent law in force relating to any civil or criminal proceedings. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members. Changes and supplements as well as termination notices need to be made in writing.

#### **10. Validity:**

---

Authorized signature of bidder with date & seal of Company/firm/ Agency

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

Deptt./

**Witness**

1.....

1.....

2.....

2.....

(Note: Bidder/Seller/Service Provider

Stores/equipment/item/service

Bidding process/ bid evaluation/process of availing services

---

Authorized signature of bidder with date & seal of Company/firm/ Agency

**Annexure – B****AFFIDAVIT**

(To be given by the bidder on stamp paper of appropriate value along with the technical bid)

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, Patna Division office -1 , PATNA has floated a tender for Attendants/office boys & Caretakers 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 General Conditions of contract and other pages of this tender.

I /We confirm that we are neither black listed nor facing any penal action from an establishment of Central Govt or the State Govt or the PSU for breach of agreement.

I /We shall at all time indemnify and keep indemnified the Corporation against any/all claims of/by its employees including but not restricted to the claims under the Workmen's Compensation Act, 1923; payment of Wages Act ; Payment of Bonus Act; Employees' Provident Funds & Miscellaneous Provisions Act; Payment of Gratuity Act, Minimum Wages Act, Employees' State Insurance Act or any other Act(s) or statutory modifications thereof or otherwise for or in respect of any claim for damage or compensation payable in consequence of any accident or injury sustained by any worker or personnel of our firm or in respect of any claim, damage or compensation under Labour Laws or any other laws or rules made there under, by any person whether in the employment of our firm.

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 me/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 mis-statement 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.

Signature of the Bidder

NAME / DESIGNATION AND SEAL

OF THE FIRM / COMPANY

Date

---

Authorized signature of bidder with date & seal of Company/firm/ Agency

**ANNEXTURE “E” - RATES**

1. The rate per person per day for 8 hours duty.
2. The minimum wages/EPF/ESI to be quoted should be as on 01.10.2022. Bonus as per Bonus Act.
3. The rate shall be inclusive of all Taxes excluding GST. The GST shall be payable as per the prevailing Govt. rules & regulations.
4. Present rate of wages including VDA as on 01.10.2022 is Rs.595.00 and Rs.477.00 for unskilled workers in “B” city area and “C” city area respectively.
5. The rates quoted shall not be less than the minimum wages approved by Central/State Government whichever is higher. (If found less, tender will be rejected)
6. All other statutory benefits other than those specified in the document should be included in the Administrative Charges which should be inclusive of charges for providing Identity cards, uniform or any other item/s required for rendering Attendants and Caretakers services as per terms and conditions of the contract.
7. **Administrative charges as per GeM for L1 Vendor will remain fixed for entire period of the contract including extended period, if any.**
8. Billing and payment will depend on actual number of persons deployed & actual number of days of working of each Attendant and Caretaker/Gardener
9. Payment of applicable minimum wages for actual Attendants and Caretakers/ deployed & administrative charges will be made on production of documentary evidence of payments to the Attendants and Caretakers deployed by the contractor including PF/ESIC/BONUS etc.
10. In case the figures mentioned in numeric and words differ, the figures mentioned in words will be taken into consideration.
11. In case of any revision of minimum wages by Statutory Authority, corresponding revision in the minimum wages will be applicable.

**Signature of Bidder with seal**

Name of the  
Agency :  
Name of  
signatory:  
Designation:  
Address of Office:  
Date.....

---

Authorized signature of bidder with date & seal of Company/firm/ Agency

**Annexure C**

**NEFT MANDATE**

**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 CC A/c): .....

Bank IFSC Code No. : .....

( 11 DIGIT IFS CODE )

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

Signature of the Agency

Date:

With seal

---

Authorized signature of bidder with date & seal of Company/firm/ Agency