



**LIC of India, Divisional Office, Karnal -132001 Tel-0184-2209711,2209713**

**NOTICE FOR HIRING OF CANTEEN SERVICES FOR STC AT AMBALA CITY**

**BIDDING PROCESS**-You are requested to submit the **technical bid** as per Annexure B-1 in a sealed cover superscribed “**Technical Bid**” for CANTEEN services at STC Ambala City. Please submit “**Financial Bid**” as **Annexure B-2**, separately in a sealed cover super scribed “**Financial bid for CANTEEN services at STC Ambala City**”. These two covers along with the DD towards EMD are to be placed in a bigger sealed cover superscribed as “**Tender for Hiring of Canteen Services at STC Ambala City**”. Eligibility criteria, terms and conditions, duties of the contractor are given in different Annexures as attached.

**EMD**- The tenders should be accompanied by a refundable earnest money deposit of Rs **5000/- (Rupees five Thousand only)** in the form of DD favoring LIC of India, drawn on any nationalized bank payable at Karnal. The EMD will be refunded to the unsuccessful bidder after finalization of the tender within 90 days from the date of finalization of tender.

**TENDER FEE**--The prescribed Tender application should be obtained **on payment (non-refundable) of Rs.500/- (Five Hundred ) + GST by cash or by way of DD favoring**. “LIC of India, drawn on any nationalized Bank/Schedule Bank payable at Karnal/Ambala” . **Please note the last date of obtaining application form is on or before 03.10.2022 UPTO 12.30 PM and last date of submission of the tender form is on or before 03/10/2022 upto 5.30 pm.**

**Tender Application Form**--Application forms can be obtained from O.S. Department, LIC OF INDIA, 489, Model Town, Karnal-132001.and from STC Ambala City , LIC of India, Jeevan Sewa Building New Municipal Shopping Complex . 134001

**Tender Submission**--**The sealed cover is to be** addressed to Chairman Stores Committee, **LIC of India, 489, Model Town, Karnal-132001** containing the Tender Papers to be dropped in the “**TENDER BOX**” located at chamber of Manager (OS), LIC of India, Divisional Office, 489, Model Town, Karnal **on or before 03/10/2022 upto 5.30 PM.**

**Tender Opening Process**--**The sealed cover will be opened at 11.00 AM on 04/10/2022 in the chamber of Manager (OS), LIC of India, Divisional Office, 489, Model Town, Karnal-132001.** The concerned agency may send their representative with proper authorization letter at the time of opening of the Tender.

Please note that only qualified technical bids will be eligible for opening of financial bid as per rules. **The financial bid Annexure B-2** must have clear break up as required in the format. Further, please append your signature with seal in **Annexure C & D and return the same along with the Technical Bid i.e. Annexure. B-1.**

**SR. DIVISIONAL MANAGER  
LIC of India, Divisional Office,  
489, Model Town, Karnal-132001**

## **Instructions To the Tenderers for Canteen Contract at STC Ambala City (Haryana)**

Sales Training Centre, LIC of India, Ambala City is conducting training of our Marketing force i.e. Agents and Development officer on all working days. This is a residential training centre with hostel facility for stay of trainees on all day of week 24\*7 . STC provides morning tea, breakfast, lunch and afternoon tea ,evening tea & dinner for residing trainees.

In view of above, tenders /quotations are invited under Two Bid system to run the Canteen Services at Sales Training Centre, LIC of India, Ambala City

**Interested persons/contractors who are ready to abide with the following rules and regulations may send their sealed quotation.**

1. **Cost of Tender Documents:** Non refundable Rs. 500/- (Five Hundred Only) + GST in cash or by way of DD favoring LIC of India from any nationalized bank payable at Karnal/Ambala . To be deposited through MR. in A/C head 114018.

2. **EMD :-** The Tender should be accompanied by a refundable Earnest Money Deposit of Rs 5000/- (Five Thousand) in the form of DD/Bankers cheque favouring LIC of India payable at Karnal which is refundable without interest within 90 days of finalization of tender.

3. **Security Deposit :** Security deposit in the nature of performance guarantee shall be payable @ 3 % of the contracted value through DD/ Bankers cheque payable at Karnal at the time of taking over the contract which is refundable without interest at the time of expiry of the contract .

4. **Menu:---Canteen Catering---**Contract includes the following menu items:

(i) **Bed Tea/Coffee with biscuits in the Morning -From 6.00 AM to 7.00 AM in hostel rooms.**

(ii) **Breakfast: Morning-From 8.30 AM to 9.30 AM in canteen/dining hall.**

(iii) **Tea/Coffee with Biscuit at Tea/Coffee Break (At 11.15 AM to 11.30 AM) in canteen/dining hall**

(iv) **Lunch: From 1.30 PM to 2.00 PM in canteen/dining hall**

(v) **Afternoon Tea/coffee with biscuits (At 3.30 to 3.45 pm) in canteen/dining hall**

(vi) **Evening Tea/Coffee with Snacks (At 5.00 to 5.30 P.M.) in canteen/dining hall**

(vii) **Dinner: From 8.30 to 9.30 pm in canteen/dining hall.**

**PLEASE NOTE THAT—Meals shall be provided in Buffet system in sufficient Quantities.**

### **DETAIL OF THE ABOVE MENU IS AS UNDER:-**

**Bed Tea:** Good quality tea with biscuits in sufficient quantity i.e., 4 per person

**Breakfast:**

Sufficient Paranthas (different stuffing each day) + Curd + Achar + Seasonal Fruit + Tea

**OR**

Slices with Butter & Jam + Seasonal Fruit + Tea

**OR**

Chhole Bhatoore + Achar + Seasonal Fruit + Tea

**OR**

Puri + Sabzi + Achar + Seasonal Fruits + Curd + Tea

(Seasonal fruits like Banana/Apple/Orange/Musammis etc.)

**Tea/Coffee with Biscuit at Tea Break:** Tea/coffee + standard quality/ branded Biscuit in sufficient quantity (at least 4 Biscuit per person).

**Lunch:** Item to be covered in Lunch for vegetarian menu in sufficient quantity as follows should be displayed on the notice board of the canteen :-

a. Chapattis.

b. Dal/Chholey/Rajma/Lobia etc. (With daily change).

c. Fresh Seasonal Vegetable (With daily change).

- d. Paneer with daily changes like Shahi Paneer, Karai Paneer, Paneer Malai, Paneer Bhurji etc.
- e. Raita (With daily change like Bundi Raita, Boiled Potato Raita, Ghiya Raita, Fruit Raita, Kheera Raita etc.).
- f. Pulao/ Steam Rice of good quality basmati rice.
- g. Salad (Including Kheera, Onion, Lemon, Muli, Chukundar, Gajar, Tomato, Mirchi).
- h. Papad of good quality in sufficient quantity.
- i. Sweet Dish with daily change like Ice-Cream/Gulab Jamun/Rassogulla/Kheer/ Meethi/ Saiviyani/ Halwa of Mung Dal/ Gajar & Suji etc.
- j. Achar.

**Afternoon Tea/Coffee:** Plain tea/coffee + Biscuits

**Evening Tea/Coffee and Snacks:**

Snacks: -Samosa/Paneer Pakora/Veg.Pakora/ Bread Pkora/Kachori/Patty/Dhokla etc. Sweet like Jalebi / Gulab Jamun/Burfi etc.

**Dinner:**

- a. Chapattis.
- b. Dal/Chholey/Rajma/Lobia etc. (With daily change)
- c. Fresh Seasonal Vegetable (With daily change).
- d. Paneer with daily changes like Shahi Paneer, Karai Paneer, Paneer Malai, Paneer Bhurji etc.
- e. Raita (With daily change like Bundi Raita, Boiled Potato Raita, Ghiya Raita, Fruit Raita, Kheera Raita etc.).
- f. Pulao/ Steam Rice of good quality basmati rice.
- g. Salad (Including Kheera, Onion, Lemon, Muli, Chukundar, Gajar, Tomato, Mirchi).
- h. Papad of good quality in sufficient quantity.
- i. Sweet Dish with daily change like Ice-Cream/Gulab Jamun/Rassogulla/Kheer, Meethi Saiviyani, Halwa of Mung Dal, Gajar & Suji etc.
- j. Achar.

**The vegetables/Dal prepared in lunch menu will not be repeated in dinner of the same day. All above Menu to be displayed daily on notice/menu board provided in the Canteen.**

**PLEASE NOTE THAT—Meals shall be provided in Buffet system in sufficient Quantities. Menu shall be prepared on weekly basis in full details and got approved by canteen committee of STC.**

**(5) Procedure of Payment:** Payment will be made on the basis of per person who actually takes lunch etc. but Meals will be provided in buffet system in sufficient

quantity . All prevalent taxes, surcharge , fees, cess or any other type of tax levied by authorities shall be deducted from the payable amount as per the guidelines issued by Govt. from time to time, **excluding** GST which will be payable as per prevailing rules applicable from time to time.

The Contractor has to maintain a record of Arrival and Departure of the Trainees to facilitate billing as per actual attendance and bifurcated rates.

**(6) Penalty Clause:** - Contractor will maintain a complaint register in the dining hall and it will be easily accessible to each trainee and officials for recording complaint. Penalty clause will be applicable on the basis of number of complaints received which will comprise 5% to 20% of bill payments.

**(7) Infrastructure Provision:**

(i) Space, Furniture, Water, Electricity, Deep-Freezer, Fan, Exhaust fan, Geyser, Water cooler, Aqua Guard, Desert Coolers/Air-conditioning & Tube lights will be provided by LIC. Contractor shall ensure utmost economy in consumption of water and electricity.

(ii) Gas Cylinder (commercial), Gas Stove, servicing casseroles, crockery and serving utensils Dongas, katories & all other cooking infrastructure will be **arranged by the contractor himself** who will bear the expenses for the same. The Contractor shall provide all utensils and equipments for Buffet style (Breakfast, Lunch, Dinner) Contractor should provide suitable equipment for keeping the food warm at the service counters and shall bear all cost towards that.

**(8) Cleanliness:** Special care regarding cleanliness and Hygiene of Kitchen, Dinning Hall, Hostel Rooms, Furniture & Utensil used by the trainees will be managed by the contractor himself. The Contractor will have to ensure proper cleanliness and maintenance of Staff Canteen. The Cleaning material to be provided by LIC and in no case the laxity will be entertained.

**GARBAGE DISPOSAL---**The Contractor without causing any environmental hazards should dispose off Kitchen Garbage /wastes, and left over food on a day to day basis. He must liaise with local municipal /civil authorities for disposal of Non-degradable garbage on a day to day basis at his own cost. Garbage bags have to be used at all times along with the Garbage bins .

**(9) Validity of Contract:** Validity of the contract will be initially for one year, but the same may be renewed for further one year subject to satisfaction of competent authority & mutual consent of the Contractor as well. The contract may be terminated by giving Two month notice to/ by the contractor. Contractor has to vacate STC premises after the expiry of contract within 3 days after handing over the items supplied to him by STC Ambala.

(11) It will be at the sole discretion of L.I.C. of India, DO-Karnal, to accept or reject any tender without assigning any reason to the concerned person/contractor.

(12) Any deliberate damage by the staff of the Contractor to the furniture/electronic items etc. of the premises shall be the responsibility of the contractor and he will be responsible and will be liable to pay for the losses incurred to the office.

(13) The workers of the canteen shall come in a neatly dressed uniform and proper Identity Card which is to be provided by the contractor himself .

(14) The contractor shall not employ minors as workers in the canteen. Necessary KYC and Police Verification of workers is to be submitted in the office and Contractor has to follow the labour laws of Govt. of India/State of Haryana.

(15) The Contractor will have full control of such persons /workers deployed by him and shall give necessary guidance and directions to carry out the jobs assigned to them like giving courteous service and will also be responsible for the payment of their wages / dues and other facilities if any as per Govt guidelines from time to time.

(16) The tender in the prescribed format (Hard Copy only) should be dropped in the tender box as per Rules on or before the last date specified. No corrections are to be made in the terms quoted.

(17) Corporation (LIC of India) does not pledge to accept any tender and reserves the right of accepting/rejecting the whole or any part of the tender or portion of the quantity tendered without assigning any reason thereof.

(18) The rates of each item should be quoted in words and figures in the rate schedule attached. The menu approved by LIC to be displayed properly. No food items will be revised without the approval of LIC.

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

(20) **Rates and Quotations:** Rates per trainee/per person are to be quoted on the enclosed performa (Financial Bid) for the categories given below:

(A) Individual and Combined rates will be quoted per trainee for Bed Tea, breakfast, Tea/coffee at Tea-Break , Lunch, Afternoon Tea/Coffee, Evening Tea/Coffee, Dinner in the Financial Bid .

**Lowest bidder will be selected on the basis of this quote.**

Tender as per enclosed Annexures (A), (B), (B-1), (B-2) , (C) & D may be submitted in a sealed cover marked “Tender for Canteen Contract at STC Ambala City (Haryana)” on or before 03.10.2022 on any working day except Saturday, Sunday and holidays during office hour between 10.00 A.M. to 5.30 P.M at the address mentioned below:

**Chairman (Stores Committee)  
L.I.C. of India, Divisional Office,  
489, Model Town,  
Karnal (Haryana) , 132001**

## **ANNEXURE-A-**

### **TERMS , CONDITIONS AND SCOPE OF THE AGREEMENT**

- 1. No counter condition/ offer shall be accepted.**
- 2. After engaging the services of the agency, if it is found that the services are not rendered to the satisfaction of the Corporation, the services will be terminated after giving Two month notice without paying any damages / compensation to the agency during the term of the contract.**
- 3. Mere submission of the application/Tender for selection does not confer the right of selection**
- 4. The selection would be without any liabilities from outside.**
- 5. Life insurance corporation of India reserves its right to reject, accept or cancel the process of tender without assigning any reason thereof for which Life Insurance Corporation of India shall neither be liable nor obligatory to inform the applicant, the grounds of any such action.**
- 6. Generally, the trainees are allowed to stay one day before the actual session and upto the breakfast time next day after close of the session. On the day previous to the day of commencement of the session and on the day following the last day of the session, the Contractor shall keep the mess open and arrange for catering services for such of the trainees as are expected to be present in the hostel on such days . On the day previous to the day of commencement of the session , bill for the meals at the rate 100% of the actual attendance on that day will be admissible.**
- 7. In case the trainee remains away from the STC premises, and does not avail the catering facility, it will be treated as “ No Meal” and no payment shall be made to the Contractor for such “No Meals”.**
- 8. The Contractor / or his representative shall visit the STC premises from time to time to review performance of his deployed staff . The contractor should attend the meeting whenever he is called upon to do so. This is mainly to keep a check on the quality & quantity of food to be served. If the quantity/ quality of food served or service rendered by the contractor is not satisfactory at any point of time , the Competent authority or any one authorized by him is entitled to initiate action deemed necessary including immediate termination of the contract without notice to the contractor.**
- 9. Any dispute arising out of or relating to this tender shall be deemed to have arisen in Karnal and be subject to adjudication of competent Court in Karnal.**
- 10. If any tender does not comply partly or wholly with these terms and conditions, then contract shall be liable for rejection.**
- 11. The contractor shall adhere to and comply with all the laws that may be applicable to him and will extend all the benefits/privileges as applicable to persons engaged/employed by him, the contractor alone shall be responsible and liable for any act(s) of omission and/or commission committed by any employee, agent, representative, attorney, and person(s) engaged/employed by him for discharging the obligations under this agreement.**
- 12. The contractor shall supply the above said eatable items & drinkable items at such times and in such manner as communicated by the LIC from time to time.**
- 13. The quality and punctuality of/in supplying of the said goods (drinkable & eatable items) are the essence of the contract and the contractor undertakes to abide by them at all times.**
- 14. The contractor shall ensure that all persons employed by him to do the needful in complying with contract shall be efficient, skilled, honest and conversant with the nature of work.**
- 15. Accommodation - subject to availability will be provided for Caretaker and few workers of the Contractor as per agreement. Necessary approval has to be taken from STC for the deployed staff staying in STC premises.**
- 16. The Contractor shall ensure that all personnel employed are medically fit for handling food and certified for fitness before employment at STC.**
- 17. No relationship of employer and employee shall be created between the LIC and the employees engaged by the contractor.**

**18. The LIC shall, under no circumstances be deemed or treated as the employer in respect of any person(s) engaged/employed by the contractor for any purpose whatsoever nor would the LIC be liable for any claim(s) whatsoever of any person(s) of the contractor. The workers/ staff shall have no presumptive right of absorption in the services of the Life Insurance Corporation of India.**

**19. The contractor shall be responsible for all injuries and accidents to persons, employed by him and indemnify and keep LIC indemnified, against any claim by any Third Party for any injury, damage to the property or person of Third Party or for any other claims whatsoever for any acts of commission or omission of its workers during the hours of providing the services at LICs premises or before and after that. In case of any emergency situation, the Caretaker must immediately inform the STC officials and call the relevant Govt, authorities, Fire Deptt, Police Control Room etc. and also take remedial action.**

**20. The contractor shall be responsible for the conduct and behavior of his employees. If any employee of the Contractor is found misbehaving with the LIC staff/trainees, the contractor shall take necessary and appropriate action immediately.**

**21. In the event of any loss/damage being occasioned to LIC on account of the negligence of the contractor's employees, the contractor shall make good the loss sustained by LIC either by replacement of the material/equipment or payment of compensation.**

**22. The contractor shall not appoint any sub-contractor to carry out any obligations under the contract.**

**23. The contractor shall take proper instructions from LIC for the execution of the contract and will faithfully comply with the same during the currency of the contract.**

**24. The contractor shall give the services on all days during the period of contract as per the LIC's requirement.**

**25. If the contractor commit any breach of any of the terms and conditions hereof and/or fail/neglect to carry out any instructions issued to him by the LIC from time to time, it shall be open and lawful for the LIC to terminate this agreement forthwith without assigning any reason and can get the work done by any person(s) or through any other agency or contractor at the risk and cost of the contractor and the contractor shall have no right to claim any compensation whatsoever on this account.**

**26. In the event of any dispute or difference arising out of operation of this agreement, the same shall be referred to the sole arbitration and the sole arbitrator will be appointed by the Sr. DIVISIONAL MANAGER, LIC of India, DO-Karnal whose decision shall be final and binding on both the parties. The venue of arbitration shall be at Karnal. The provisions of the Arbitration and Conciliation Act, 1996 shall apply to the arbitration.**

**27. If, at any time, during the operation of this agreement or thereafter the LIC is made liable in any manner whatsoever by any order, direction or otherwise of any Court, Authority or Tribunal, to pay any amounts whatsoever in respect of or to any of the personnel of the Contractor or to any third party, the contractor shall immediately pay to the LIC all such amounts and costs also and in all such cases/events the opinion of the LIC shall be final and binding upon the contractor. The LIC shall be entitled to deduct any such amounts as aforesaid, from the security deposit and/or from any pending bills of the contractor and if such amount is not fully recovered, the LIC shall be entitled to recover the balance amount through legal recourse.**

**28. The contractor will agree to absolve the LIC from all the liabilities in regard to any statutory enactments to the extent applicable to the service provided by the contractor. It is clearly understood that should the LIC be called upon to make any payment to any authority, the contractor shall reimburse such amounts to the LIC whether such liability arises during the currency of this agreement or after expiry of the period of this agreement. If there would be any claim on the LIC for any default of the contractor or its employees committed during the operation of this Agreement, the contractor shall pay the LIC such amount on demand without protest.**

**29. It is clearly understood by the contractor that the persons employed by the contractor for providing services as mentioned herein, shall be the employees of the contractor and not of "LIC of INDIA".**

**30. If contractor commits breach of any covenant or any clause of this agreement, the LIC may send a written notice to the Contractor to rectify such breach within the time limit specified in such notice. In the event the contractor fails to rectify such breach within the stipulated time, the agreement shall forthwith stand terminated and the contractor shall be liable to the LIC for losses or damages on account of such breach.**

**31. This agreement may be terminated forthwith if either party becomes insolvent, ceases its operations, dissolves, files for bankruptcy or bankruptcy protection, appoints receivers, or enters into an arrangement for the benefit of creditors, the other party shall have the right to immediately terminate this agreement.**

**32. Either party's liabilities for any charges, payments or expenses due to the other party which accrued prior to the termination date shall not be extinguished by termination, and such amounts (if not otherwise due on an earlier date) shall be immediately due and payable on the termination date.**

**33. Any obligations under this agreement which either expressly or by their nature is to continue after termination or expiration of this agreement shall survive and remain in effect.**

**34. The contract shall be for a period of one year and can be extended up to another one year on the same rate & terms & conditions depending on satisfactory review after every six months and on written understanding of both the parties.**

**35. All prevalent taxes, Income Tax, surcharge, fees, cess or any other type of tax levied by authorities shall be deducted from the payable amount as per the guidelines issued by Govt. from time to time, excluding GST which will be payable as per prevailing rules applicable from time to time.**

**36. The Contractor will not use electric heater for cooking of food.**

**37. No outsider will be allowed for canteen services other than the regular staff deployed by the Contractor.**

**39. If number of trainees/participants in any running session will be < 10, then minimum payment of 10 trainees/participants will be made to contractor upto lunch for the 1<sup>st</sup> day and on other days payment will be done on the basis of actual number of trainees/participant.**

**40. If any session stands cancelled due to any reason and no intimation verbal/written is passed to the Contractor or his staff before commencement of such session, then payment of minimum 10 trainees/participants up to lunch for the 1<sup>st</sup> day will be made.**

**41. During zero session period, payment of Rs. 2,000/- (Rupees Two Thousand Only) per week will be made to the Contractor.**

**42. The contractor will not employ any worker/staff who is less than 18 years.**

**43. The Caretaker /Supervisor employed by the Contractor shall be a person well qualified and trained, preferably graduate.**

**Dated at .....this.....day of .....2022**

**Signature with Seal**



**ANNEXURE “B”**

[To be submitted along with the Tender]

The Sr. Divisional Manager

Date.....

LIC of India, Divisional Office, 489, Model Town, Karnal-132001

**Re: LIC of India- Tender for Canteen Services at STC, LIC of India, Ambala City**

- We, the undersigned have examined the above-mentioned tender document, the receipt of which is hereby confirmed. We now offer to accept the Terms & conditions of tender document in total.
- If our tender is accepted, we undertake to supply the Food articles and perform the services as mentioned above, in accordance with the Tender conditions.
- The price schedule(s), attached herewith is submitted.
- We further confirm that, if our tender is accepted, we shall provide you with security deposit in the nature of performance guarantee shall be payable @ 3 % of the contracted value through DD/ Bankers cheque payable at Karnal which is refundable without interest at the time of expiry of the contract.
- We understand that if we do not supply the right food material, then LIC OF INDIA reserves the right to initiate action as per rules along with forfeiture of security deposit, including cancellation of contract.
- We declare that we have understood the item and we shall supply material of the exact Specifications.
- We confirm that our firm is not blacklisted or debarred by LIC OF INDIA, Or by any PSU or by any Government Departments.
- We confirm that the quoted prices will remain firm and there would not be any price escalation during the contract period.
- We also confirm that we abide by all the tender conditions and we do not have any counter conditions.
- We agree to keep our tender valid for acceptance for a period up to as per required Conditions of Contract, or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period.
- We further understand that you are not bound to accept the lowest or any tender you may receive against your above-referred tender enquiry.

**Note: The Corporation reserves the right to accept or cancel any of the tender at their absolute discretion without assigning any reason. Applications received with incomplete information or alteration will not be considered.**

**Dated at .....this.....day of .....2022**

**Signature with Seal**

**ANNEXURE B (1)**

**TECHNICAL BID FOR CANTEEN & HOUSE KEEPING SERVICES**

1. Name of the contractor:
2. Name of the firm/organization.....
2. Registration No .if any:.....
3. Address, Phone No, E-mail ID:.....  
.....  
.....
4. Name and Mob No. of the contact person(s) :.....
5. Type of Organization:.....  
(Individual / Sole Proprietor/ pvt.ltd.:.....
6. Total number of years of.....  
Experience in catering if any
7. Turnover for Last Three Years  
FY-2021-22  
FY 2020-21-  
FY 2019-20-
8. Tan/ PAN NO: .....  
(Submit attested copies) :
9. GST Reg.No. :.....  
(Submit attested copies)
- 10 I- tax returns for the last three years if any (Submit attested copies)  
.....
- 11.EPF Regn No.,if any
- 12.ESI Regn No.,if any
- 13.Labour Act Licence No.—if any
- 14.Integrity Pact (Annexure D)

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

**The copies of documents to be enclosed along with the technical bid;-**

- (i) . Firm Registration Certificate if any
- (ii). GST./ PAN number Copy,
- (iii). Income Tax returns for the past 3 years, if any
- (iv). Experience certificates, if any
- (V) EPF/ESI Regn No. if any
- (VI) Integrity Pact (Annexure D) duly signed

**I/ We declare that I am/ we are bound by the condition of tender notice**

**dated ..... floated by L.I.C. of India, DO-KARNAL**

**Dated at .....this.....day of..... 2022**

**Signature with Seal**

**ANNEXURE B (2)**

**FINANCIAL BID FOR CANTEEN SERVICES**

**Rates for running canteen services at Sales Training Center, LIC of India, Ambala City (Haryana).**

**Category wise items as per tender requirement --Rates per trainee/ person per day**

<b>Sr No.</b>	<b>Catering Services</b>	<b>RATES in Rs. (in Figures)</b>	<b>RATES in Rs. (in Words)</b>
<b>I</b>	<b>Rate per trainee/per person per day for:</b>		
	<b>(1) Bed Tea with Biscuits</b>		
	<b>(2) Breakfast with Tea</b>		
	<b>(3) Tea/Coffee at Tea-Break with Biscuit</b>		
	<b>(4) Lunch</b>		
	<b>(5) Afternoon Tea/Coffee with Biscuit</b>		
	<b>(6) Evening Tea/Coffee with Snacks</b>		
	<b>(7) Dinner</b>		
	<b>TOTAL- Combined Package (Add 1 to 7 above)</b>		

- Rates to be quoted will be inclusive of all taxes and charges, excluding GST
- Bidding will be done on the basis of TCO .

**I/ We declare that I am/ we are bound by the condition of tender notice**

**dated ..... floated by L.I.C. of India, DO Karnal.**

**Dated at .....this.....day of .....2022**

**Signature with Seal**

## **ANNEXURE-C**

### **Details of Existing Clients:**

**(Separate page must be submitted for each Client)**

- 1. Name of the Company**
- 2. Address of the Company**
- 3. Name, designation of contact person  
with telephone no. and e-mail ID**

**Name:**

**Designation:**

**Landline No.:**

**Cell No. :**

**Email ID:**

**Details of services provided in last 2years (Ref. No. date of order with photocopy of orders)**

**AUTHORISED SIGNATORY  
NAME / DESIGNATION AND  
SEAL OF THE FIRM / COMPANY**

**Date :**

**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 \_\_\_\_\_ represented by \_\_\_\_\_ .(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 **Attendants** (*Name of the Stores/ Equipment/Item/Service*) and the BIDDER/Seller/Service Provider is willing to offer/has offered the stores/services and

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

NOW, THEREFORE,

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

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

Enabling BIDDERS/Sellers/Service Providers to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices

and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

### **1. Commitments of the BUYER**

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

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER,

necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

### **Commitments of BIDDERS**

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

**3.1** The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

**3.2** The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract of any other contract with the government for showing or forbearing to show favour or disfavor to any person in relation to the contract of any other contract with the Government.

**3.3** Foreign BIDDERS shall disclose the name and address of their Indian agents and representatives in India, and Indian BIDDERS shall disclose their foreign BUYERS or associates.

**3.4** BIDDERS shall disclose the payments to be made by them to their agents/brokers or any other intermediary, in connection with this bid/contract.

**3.5** The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/ integrator/authorized agent of the stores/equipment/items and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way

to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

- 3.6** The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries, including officials of the BUYER or their family members, if any, in connection with the contract and the details of services agreed upon for such payments.
- 3.7** The Bidder will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
- 3.8** The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9** The BIDDER/Contractor will not commit any offence under the relevant India Penal Code (IPC) /Prevention of corruption (PC) act. Further, the bidder will not use improperly, for purposes of competition or personal gain, pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10** The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11** The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12** If the Bidder or any of the key personnel of the bidder, actively involved in the project is a relative of any of the actively involved personnel of the Buyer, the same should be disclosed. The term 'relative' for this purpose would be as defined in section 2(77) of the Companies Act, 2013.



**3.13** The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee or the BUYER.

**3.14** The Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

#### **4. Previous Transgression**

**4.1** The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify; BIDDER's exclusion from the tender process.

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

#### **5. Sanctions for Violations:**

**5.1** Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any; compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

- (v) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/recession and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vi) To debar the BIDDER from participating in the future bidding processes of LIC for a minimum period of five years which 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 G. V. Krishna Rau  
Villa 116, The Retreat,  
Tharabanahalli, Chikkajala Post,  
Bangalore-562157.  
Cell: 9880240080  
E-mail id: [gvkrishnarau@gmail.com](mailto:gvkrishnarau@gmail.com)

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

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

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

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

6.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

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

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

**6.8** The Monitor will submit a written report to the **Chairman, LIC** within 8 to 10 weeks from the date of reference or intimation to him by the BUYER /BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

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

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

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

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

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

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

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

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

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

### **10. Validity:**

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

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

