

ISSUED TO:

M/s.....
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**DIVISIONAL OFFICE-1,
LIC OF INDIA
OS DEPARTMENT, "JEEVAN PRAKESH",
BHAWANI SINGH ROAD,
JAIPUR (RAJASTHAN)-302005**

Financial Bid

SUBJECT: Tender No. 08 for SITC of 10 KVA soundless / noiseless Diesel Generator set (D.G. Set) in Acoustic enclosure on hire basis at our SO-Rajgarh under D.O-1 JAIPUR.

Last Date of Submission of Tender: 11.08.2023 Up to 16.00 Hours.

SIGNATURE OF CONTRACTOR
(With seal & date)

1


Sr. Divisional Manager

2



LIFE INSURANCE CORPORATION OF INDIA
DIVISIONAL OFFICE- 1 JAIPUR.

SUBJECT: Tender No. 08 for SITC of 10 KVA soundless / noiseless Diesel Generator set (D.G. Set) in Acoustic enclosure on hire basis at our SO-Rajgarh under D.O-1 JAIPUR.

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SIGNATURE OF CONTRACTOR
 (With seal & date)


 Sr. Divisional Manager

LIFE INSURANCE CORPORATION OF INDIA
DIVISIONAL OFFICE- 1 JAIPUR
(Letter to Contractor)

Date:-

To,
M/s.....

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Re: Tender No. 08 for SITC of 10 KVA soundless / noiseless Diesel Generator set (D.G. Set) in Acoustic enclosure on hire basis at our SO-Rajgarh under D.O-1 JAIPUR.

We are pleased to inform that competent authority has selected your agency for participation of tender for above work. You may collect the blank tender documents from the office of the undersigned after submitting Rs.590/- as tender cost as per following program:-

Date of issuance of tender:	: From 26.07.2023 to 11.08.2023
Date of Submission of tender:	: 11.08.2023 up to 16.00 hrs
Date of opening of tender on	: 11.08.2023 at 16.30 Hrs
EMD	: Rs.2500 /-
Form Cost	: Rs.500/-+18%GST

The contractors are requested to submit the filled-in tenders with the requisite **EMD in the form of Demand Draft from any nationalized/scheduled bank in favour of Life Insurance Corporation of India, payable at JAIPUR / Cash at Divisional office- 1 JAIPUR only. No tenders will be accepted without EMD.**

LIC reserves the right to issue/cancel any or all tenders without assigning any reason whatsoever.

Yours faithfully,

 Sr. Divisional Manager

SIGNATURE OF CONTRACTOR
(With seal & date)


Sr. Divisional Manager

LIFE INSURANCE CORPORATION OF INDIA
DIVISIONAL OFFICE- 1, JAIPUR
TENDER SCHEDULE

SI No	Description	
1	Name of work :	SITC of 10 KVA soundless / noiseless Diesel Generator set (D.G. Set) in Acoustic enclosure on hire basis.
2	Estimated rent per month	Rs. 20,205/-
3	Cost of tender document	Rs. 500/-(Rupees Five hundred only) +18%GST.
4	Earnest Money Deposit	Rs.2500/- (Rupees Two Thousand Five Hundred Only).
5	Date of sale of tender document	From 26.07.2023 to 11.08.2023 between 10.00 AM and 4.00 PM on week days (Excluding holidays ,Saturdays and Sundays) from the above office on payment of non refundable tender cost by Demand Draft / Pay Order in favour of " Life Insurance Corporation of India" payable at JAIPUR-I or in cash at LIC DO-1, JAIPUR Cash Counter.
6	Last Date & Time of receiving / submission of tender document.	On 11.08.2023 up to 16.00 hrs
7	Date & Time of opening of Bids	As on the last date of submission of tender i.e. on 11.08.2023 at 16.30 Hrs.
8	Time Limit for installation of the D.G. Set	45 (Forty Five) days from the date of acceptance letter.
9	Contract period	03 years (Initial).
25	Security Deposit	3 % of the estimated annual rent.
11	Notice period for Termination of contract.	03 (Three) months on either side without any financial obligation.
12	Validity of tender	90 (Ninety) days from the date of opening of Bid.

SIGNATURE OF CONTRACTOR
(With seal & date)


Sr. Divisional Manager

LIFE INSURANCE CORPORATION OF INDIA
DIVISIONAL OFFICE-JAIPUR-I
INSTRUCTIONS TO BIDDERS

1. The tender forms will be available from 26.07.2023 to 11.08.2023 between 10.00 AM and 4.00 PM on week days (excluding Holidays, Saturday and Sundays) on payment of Rs. 500/- (Rupees Five Hundred only) +18%GST by Demand Draft / Pay order (Non refundable) in favour of " Life Insurance Corporation of India" payable at JAIPUR or in cash at LICI, DO, JAIPUR-I Cash Counter.
2. The last date for submission of filled in is 11.08.2023 upto 16.00 PM. The offers received after the last date and time mentioned above will not be considered.
3. The filled in tenders should be submitted to the address given below :
The Manager (O.S), LIC of India, Divisional Office, Bhawani Singh road, JAIPUR-I-302005.
4. The bid will be opened by the "Tender Opening Committee" on the same day i.e. 11.08.2023 at 16.30 PM in the presence of bidders or their authorized representatives if they are willing to attend.
5. The tender form consists of the following documents. i.e.,
 - i) Earnest Money Deposit
 - ii) Financial part.

The offers are to be submitted in two envelopes. (One for Financial Bid and second envelope contains EMD)The envelope shall contain the addressee's details and details of the bidder also and superscribed with "Financial Bid", "EMD" and name of work .

6. **EMD of Rs. 2500/- (Rupees Two Thousand Five Hundred only) in the form of Demand Draft / Pay Order in favour of " Life Insurance Corporation of India" payable at JAIPUR and the cost**

SIGNATURE OF CONTRACTOR
(With seal & date)


Sr. Divisional Manager

of tender fee of Rs.500 (Rupees Five Hundred only) +18%GST vide the Miscellaneous Receipt of the tender fee deposited or D.D or Pay Order shall be submitted in sealed cover (Marked Envelope – II) super scribing as "Earnest Money Deposit" (for SITC of 10 KVA soundless / noiseless Diesel Generator set (D.G. Set) in Acoustic enclosure on hire basis at SO- Rajgarh under D.O-1 JAIPUR) along with the Financial Bid in envelope-I ". Please note that no interest is payable on the EMDs.

7. All the Two envelopes will be placed in a Third envelope (Envelope – III) and sealed and submitted to the address given above. The envelope must be superscribed with " **Tender No.08-** Bids for SITC of 10 KVA soundless / noiseless Diesel Generator set (D.G. Set) in Acoustic enclosure on hire basis at **SO-Rajgarh** under D.O JAIPUR-I.
8. **Refund of EMD :-** EMD shall be refunded as under :
 - a. EMD of un successful agencies shall be refunded within 30 (Thirty) days from the date of opening of Bid.
 - b. EMD of lowest bidder shall be refunded separately or adjusted as a part of Security Deposit.
 - c. In case the lowest Firm / Agency refused to install the D.G. Set after issue of acceptance letter, a notice shall be served to them by giving 45 (Forty Five) days time failing which their EMD amount lying / retained with us shall be forfeited without any further correspondence.

Sr. Divisional Manager is the competent authority to refund / forfeit the EMD amount.

9. All the pages of the tender documents are to be signed by the authorized signatory of the tenderer. Any over writing or use of white ink is to be duly initialed by the tenderer.

SIGNATURE OF CONTRACTOR
(With seal & date)


Sr. Divisional Manager
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The Corporation reserves the right to reject the incomplete bids and bids lacking in details and without signatures.

10. Tenderers should note that their tenders should remain open for consideration for a minimum period of 90 (Ninety) days from the date of opening of Bid.
11. Separate tender forms are to be submitted in case more than one tender is offered.
12. Tenders received late, not in properly sealed cover, received telegraphically & Conditional or not conforming with the prescribed conditions or not complete in all respects will be rejected.
13. if any of the dates mentioned above happens to be a holiday, the transaction will be made on the next working day.
14. Issue of tender document does not mean that the Firm / Agency is considered qualified.
15. The Tender Inviting Authority reserves the right to accept any tender or to reject any or all tenders at his sole discretion without assigning reasons thereof. The tender inviting authority does not bind to accept the lowest tender.

Sr. Divisional Manager

Place:

Date :

SIGNATURE OF CONTRACTOR
(With seal & date)

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Sr. Divisional Manager
 

LIFE INSURANCE CORPORATION OF INDIA
DIVISIONAL OFFICE- 1, JAIPUR


Sub : "Tender **No. 08** for SITC of 10 KVA D.G set on hire basis" at SO-Rajgarh
under D.O, JAIPUR-I.

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This tender consists of Financial Bid containing expected price only. Separate Financial bids and E.M.D are to be submitted. The Financial Bid and the Earnest Money Deposit (EMD) should be sealed in envelopes. The use of envelopes will be as under :

- (a) **Envelope marked as I :** The duly completed Financial Bid be put in this envelope and sealed.
- (b) **Envelope marked as II :** The DD or Bankers cheque or M.R for " Earnest Money Deposit" and the M.R for tender cost of the required value be put in this envelope and sealed.
- (d) **Envelope marked as III :** All the Two envelopes shall be placed in envelope marked – III and sealed (i.e. Envelopes marked as III, will contain Two envelopes marked as I, II and submitted to LIC of India, in sealed condition Superscribing as " Tender **No. 08** for SITC of 10 KVA D.G sets on hire basis at SO-Rajgarh under D.O JAIPUR-I" to be opened on 11.08.2023 at 16.30 Hrs.

SIGNATURE OF CONTRACTOR
(With seal & date)


Sr. Divisional Manager

GENERAL TERMS & CONDITION

The scope of services and terms & conditions for hiring the D.G. Sets are as under:

1. The terms and conditions along with the instructions will form part of the tender to be submitted by the tenderer to LIC of India, herein termed as Corporation.
2. Tender which is received on account of any reason whatsoever including postal delay etc. after the expiry of time and date i.e. 11.08.2023 upto 16.00 Hrs. fixed for submission of tenders shall be termed as '**LATE**' tender and not to be considered. Such tender shall be returned to the concerned party without opening the same.
3. All Firms / Agency are requested to submit the tender documents duly filled in with the relevant documents / information at the following address:
Manager (O.S),
LIC of India, Divisional Office-1,
Bhawani Singh Marg,
JAIPUR -302005
4. All columns of the tender documents must be duly filled in and no column should be kept blank. All the pages of the tender documents are to be signed by the authorized signatory of the tenderer. Any over writing or use of white ink is to be duly initialed by the tenderer. The Corporation reserves the right to reject the incomplete bids and bids lacking in details and without signatures.
5. The offer should remain valid at least for a period of 90 (Ninety five) days to be reckoned from the date of opening of Bid.
6. There should not be any deviation in terms and conditions as stipulated in the tender documents. However, in the event of imposition of any other condition, which may lead to a deviation with respect to the terms and conditions as mentioned in the tender document, the vendor is required to attach a separate sheet marking "list of deviations".

SIGNATURE OF CONTRACTOR
(With seal & date)


Sr. Divisional Manager



7. The bids will be opened on (Date & Time) in the presence of tenderers at our Office mentioned earlier. All tenderers are advised in their own interest to be present on that date, at the specified time.
8. Canvassing in any form will disqualify the tenderer.
9. Income-Tax and Statutory clearances shall be obtained by the vendors at their own cost as and when required. **All payments to the successful vendor shall be made by National Electronic Fund Transfer only.**
10. In case the space in the tender document is found insufficient, the bidder may use separate sheets to provide full information, in our prescribed format.
11. The financial bids will be opened only if at least three Bids has come . In any case single Financial Bid shall not be opened.
12. Rates are to be quoted for running the D.G.Set monthly including rental charges for 10 KVA D.G. Set complete with all accessories on hire basis in sealed cover (Envelope – I), super scribing the rating of D.G. sets.
13. The operator provided by the supplier, should possess the requisite & valid electrical License, for running D.G.Set.
14. All cost for maintenance and servicing of the generator including the cost of spare parts and periodical replacement of Mobil oil are to be borne by the D.G.set contractor.
15. The D.G. Sets should be maintained properly to keep those in satisfactory running condition at all times for supplying emergency power for a load at least 90% of rated output of respective generators.
16. The permission of statutory authorities towards installation of D.G. Sets, will be obtained by the supplier of D.G. Set at their cost.
17. The arrangements for providing accessories like cables, change-over switches etc., if required, will be made by the contractor at their own cost.
18. The arrangements for providing exhaust pipeline of the D.G. Set above the building height of the Office Building and as per requirement & specification of Statutory Authorities, will be provided by the contractor at their own cost.

SIGNATURE OF CONTRACTOR
(With seal & date)


Sr. Divisional Manager

19. Mending of any damage caused to the LIC property during loading, unloading of the D.G. Set in LIC premises at the time of installation or taking out D.G set from LIC premises will be done by the contractor to original finish, at their cost.
20. The successful bidder should install and commission the D.G. Set in LIC premises within 45 (Forty Five) days from the date of awarding the contract.
21. Electricity Duty, if any, payable to the State Govt., depending on running hours of the D.G. Set shall be borne by the contractor. Installation of the energy meter with its calibration and registration with the Statutory Authority shall be done by the contractor at their cost.
22. The contract shall remain in force initially for a period of three years from the date of installation and satisfactory commissioning of the D.G. Set at site. However, the contract is subject to termination at any time if the services are not found satisfactory or for any other reason whatsoever by serving three calendar months notice on either side. Also LIC of India can terminate the contract by serving three calendar months notice if the services of DG set is not required without any financial obligation. The contract may be renewed for further period of Two Years at mutually agreed rates / charges and keeping other terms & conditions unchanged, depending on satisfactory services rendered by the generator supplier and requirement of the office.
23. In case of any major break-down of D.G. Sets requiring repairing time for more than one day, an alternative interim arrangement will be made by the generator provider immediately by providing a substitute generator of adequate capacity at no extra cost. For non-functioning of the D.G. Set or in the event of failure on the part of the generator supplier to provide an alternative interim generator of adequate capacity, within one day during power failure / load shedding, penalty deduction shall be made based on OT rate for running of DG set beyond normal hours and if the same is not restored within 24 hours, corporation will be free to hire another DG set from the market at the risk and cost of contractor limited to double the amount quoted by the contractor.

SIGNATURE OF CONTRACTOR
(With seal & date)


Sr. Divisional Manager

24. Tenders should be submitted along with the requisite Earnest Money Deposit amount in the prescribed mode. Tenders submitted without Earnest Money Deposit will be summarily rejected. The Earnest Money will not bear any interest.
25. The successful bidder will also have to remit performance Security Deposit by DD / Pay Order / Banker's Cheque / Bank Guarantee for Rs. 12,200/- within 15 days from the date of issue of acceptance letter. Work order for commencement of the work will be issued separately within seven days after the contractor remit the requisite performance Security Deposit. If the successful bidder agrees to convert the EMD amount to part of Security Deposit, in that case the contractor shall have to deposit an amount Rs.2,500/- within 15 days from the date of issue of acceptance letter. Please note that the Security Deposit will not bear any interest and the same will be refunded to the contractor within 45 (Forty five) days after the closure of the contract
26. The successful bidder will have to execute an Agreement with the LIC of India, on Non-judicial stamp paper of requisite value and as per the draft of Agreement to be provided by the LIC of India, within 14 (Fourteen) days from the date of issue of work order for commencement of the work. No payment will be made until the Agreement is executed. Please note that necessary instructions for payment will be issued to concerned only after execution of agreement.
27. In case the successful bidder remit the full amount of Security Deposit (i.e. Rs.12,200/- by DD / Pay Order / Banker's Cheque / Bank Guarantee) in that case their EMD amount will be refunded after execution of the Agreement.
28. The deployment of operator for running the generator should comply with the Labour Legislation Act. and Minimum wage Act of Govt. of India and the State Govt.
29. The contractor will have to remove the D.G. Sets from the LIC premises within 07 (Seven) days from the date of termination or closure of the contract at their cost, else demurrage charges @ 1000/- (Rupees One thousand only) per day of each D.G set will be levied by the LIC of India, on the contractor.

SIGNATURE OF CONTRACTOR
(With seal & date)

The D.G. set shall have to be run in the event of load shedding / power cut / breakdown / single phasing / erratic power supply from supply Co. on all days as detailed below:

30. On Normal working hours on all working days which shall be as under: From Monday to Friday - 9.30 AM to 6.00 PM.
31. Please note that D G set shall be of Greaves/Ashok-Leyland/Mahindra & Mahindra/Cummins India / Kirloskar Green will only be accepted. The approval of make of Engine, Alternator & Enclosure must be obtained well before procurement. If the tenderer wishes to procure the D.G.Set other than approved make, they must submit the proposal along with copy of certification as mentioned & obtain approval of Sr. Divisional Office, L.I.C.I, D.O, JAIPUR-I well before procurement of D.G. Set. If at any stage it is found that DG set provided is not of our approved make, LIC reserves the right to ask the contractor to remove the DG set & provide new DG set as per approved makes.
32. The successful tenderer has to submit copies of invoices after procurement of D.G.Set. The name, address & phone no. of service centre shall also be mentioned.
33. Hiring charges shall be payable from the date of commissioning / date of energizing the electrical installation.
34. The quoted rate for running the D.G set on monthly hire basis shall be inclusive of cost of set installation, operation (including operator) , cost of diesel, lubricant, maintenance, tools, security etc. complete required for D G set operation. Please note that any variation (Increases / Decreases) in the price of diesel will be considered for payment / recovery as per the Govt. notification issued for diesel price.
35. Price adjustment for the cost of running of DG set due to variation in diesel price- for 10 KVA D.G set: Diesel consumption (plain diesel only) will be considered for calculation of price variation. The Diesel consumption at the rate of **2.0 Liter per Hour will be considered for Working Hours** and **2.0 Liter per Hour will be consider for overtime operation of the D.G set.**

SIGNATURE OF CONTRACTOR
(With seal & date)


Sr. Divisional Manager

36. A Log book shall be maintained by the lowest vendor for recording the daily running of DG set including over time which must be signed by authorized representative of LIC.
37. The rate quoted shall be written in FIGURES & WORDS both & if there are any corrections same shall have to be initialed by the contractor. Please note that quoted rates shall be inclusive of all prevailing taxes viz I.T., S.T, Work contract tax, Service tax or any other taxes , duties , levies etc as appliUnit-3le except GST & nothing extra shall be paid on any account except GST.
38. Bill shall be submitted in triplicate in the first week of the following month along with the Xerox copy of Logbook and original Log Book for certification and settlement of the bill. The payment will be made after deducting the Income Tax and Works contract Tax etc. at source as per the rules from the running bills. No payment will be made until the Agreement is executed.
39. If required Tenderer has to submit necessary approval from pollution control board / Directorate of electrical safety without any extra cost to LICI. Sound and pollution level shall be maintained within the prescribed limits.
40. Successful tenderer has to obtain policies to cover Third Party, Fire and Workmen compensation Insurance cover of suitable amount for each policy which shall remain in force till the contract period and extension if granted. No payment shall be released, if the insurance lapses during contract period.
41. Tenderers are requested to visit to the site of work before quoting their rates.
42. The essential service electrical load shall be connected to D. G. set.
43. Agency has to arrange suitable foundation, earthing with copper earth plate and suitable size Unit-3le up to changeover switch provided in panel etc. as per relevant IS – Code which has to be certified / confirmed by the Engineer. Nothing extra shall be paid in this regard.
44. Unauthorized supply of power to other agency / firms from the D.G.set installed at our premises if any are found , penal action will be taken against the vendor as deemed fit.
45. LICI shall not be responsible for any injury partial or permanent or death of any worker at site due to accident or any other reasons or by personal negligence

SIGNATURE OF CONTRACTOR
(With seal & date)

- of the staff of the contractor. LIC of India, will remain indemnified by the contractor on this account.
46. The firm shall be fully responsible for any liability / compensation in case of any accident or otherwise any untoward incident at his own risk for the staff deputed by the firm and LIC shall not give any compensation, on this account.
 47. First Aid box shall be arranged by the contractor at site of work at their cost.
 48. Timing for running the D.G set may change according to the LIC's requirement.
 49. The contractor shall not sublet the contract to any other party / contractor.
 50. Contractor shall be solely responsible for payment of wages / salaries and allowances to his personnel that might become applicable under any Government order. LIC of India shall have no liability whatsoever in any manner.
 51. For running the generator beyond the schedule hours, permission in writing shall be taken from the LIC of India and a copy of the same shall be produced while claiming the overtime charges.
 52. The following tests shall be performed at manufacture's outlet prior to packing & dispatch to site :-
 - (a) Load test at full load, 50% load, 75% load and 125% overload.
 - (b) Fuel consumption at full load, 75% load, 50% load and 25% load.
 - (c) Other routine test as per IS / BS on alternator, exciter and AVR. Original copies of the test certificates shall be submitted to LIC of India.
 - (d) Noise level measurement.
 53. In case of dispute, the matter shall be settled mutually and the decision of the Sr. Divisional Office, LIC of India, JAIPUR-I shall be final and binding on the bidders.
 54. LIC of India, reserves the right to accept any tender or to reject any or all tenders at its sole discretion without assigning reasons whatsoever. The tender inviting authority does not bind to accept the lowest tender.

SIGNATURE OF CONTRACTOR
(With seal & date)

APPENDIX TO THE CONDITIONS OF THE CONTRACT
(GST)

NAME OF WORK : Sub : "Tender No. 08 for SITC of 10 KVA D.G set on hire basis"
at SO-Rajgarh under D.O JAIPUR-I.

NOTE: The contractor shall be responsible to pay all statutory levies, imposed by the state and central Govt.. Such As Income tax, labour Cess, excise Duty, Octroi and any other applicable taxes etc.

Rates are inclusive of the entire taxes but excluding GST which will be reimbursed to Contractor after Submission of tax invoice under GST act 2017, vendor is also responsible to remitting the GST & up loading the invoice on GST portal.

All the tenders are requested to get themselves registered under GST ACT 2017 & submit a copy of the Registration number provide by the department.

This will supercede all provisions given in the tender elsewhere regarding statutory taxes.

Sr. Divisional Manager

Signature of Contractor
(With Seal & Address)

SIGNATURE OF CONTRACTOR
(With seal & date)


Sr. Divisional Manager

LIFE INSURANCE CORPORATION OF INDIA
Divisional Office. -JAIPUR-I
(Schedule of Quantity)

Re: Tender No. 08 for SITC of 10 KVA smokeless / noiseless Diesel Generator set (D.G. Set) in Acoustic enclosure on hire basis at SO-Rajgarh under D.O-1, JAIPUR.

Sr. No	Description of work	Qty	Unit	Rate (Rs)	Amount (Rs)
1	<p>Providing new weather proof three phase 10 KVA noiseless (silent) DG set in sound attenuating acoustic enclosure with anti vibration mounting (AVM) pads (Dunlop make) with rated output of 415 volts 50 HZ consisting of <u>Kirloskar Green / Greaves / Cummins India / Mahindra & Mahindra Ltd. / Ashok Leyland</u> make complete with accessories including base plate , fuel tank (capacity for minimum 8 hrs. of running) , batteries with leads and terminals , silencer , alarms standard engine control panel (manual) , utility piping , approved sound proof enclosure etc. complete in all respect as required. The D.G.Set & enclosure shall satisfy the norms of C.P.C.B.(Central Pollution Control Board) & A.R.A.I.(The Automotive Research Association of India) . The quoted rate of D.G set on hire basis shall be inclusive of diesel , lubricant , operation and maintenance charges etc. for operation of DG set during working hrs. as specified in terms & condition enclosed. The DG set shall be equipped with following security & safety features</p> <p>i- Glass control panel viewing window.</p> <p>ii- Externally accessible emergency stop button.</p> <p>iii- Provision for illumination inside enclosure.</p> <p>iv- High enclosure temperature</p>	1	Month	20205.00	20205.00

SIGNATURE OF CONTRACTOR
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Sr. Divisional Manager

	<p>safety.</p> <p>v- Access to battery via lockable doors.</p> <p>vi- Externally accessible lockable fuel filling arrangement provided to the canopy.</p> <p>vii- Special lockable door handles with single key.</p> <p>viii- Corrosion resistant modular construction (without any protruding parts).</p> <p>ix- Canopy is lined with acoustic foam which is non - igniting / fire retardant (conforming to BS 4735 / BIS - 7888).</p> <p>x- Designed for installation in open air condition.</p> <p>Operation of D.G. set during working hrs. as given in this tender excluding Sundays & holidays. Against power cut / single phasing / poor supply from supply company.</p>				
2	Over time operation of above D.G. set beyond the working hrs. as given in this tender including Saturday, Sundays & holidays.	01	Hrs	350.0	350.00
3	Waiting charges of operator beyond working hrs. as given in this tender when DG set is not operated.	01	Hrs	75.00	75.00

Notes: Rates quoted are :

1. Subject to the terms & conditions enclosed.
2. Prevailing Diesel Price = Rs 93.89 per liter.
(Rupees Ninety Three and paisa Eighty Nine per liter).
3. The quantities mentioned in the tender under Sl.No. (2) & (3) are approximate and it may vary upto any extent. However, the payment will be made based on hours the D.G.Set actually runs as per the rates quoted in the tender.

SIGNATURE OF CONTRACTOR
(With seal & date)

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Sr. Divisional Manager

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Summary of Cost

(please quote most competitive percentage rates in column given below)

To,
The Sr. Divisional Manager
LIC OF INDIA,
Division office JAIPUR-I

Subject:- Tender No. 08 for SITC of 10 KVA smokeless / noiseless Diesel Generator set (D.G. Set) in Acoustic enclosure on hire basis. at SO-Rajgarh under D.O-1 JAIPUR.

Dear Sir,

We Have examined the tender documents, terms and conditions stipulated therein , specifications of work etc we the undersigned offer to execute the work of the subject cited above in conformity with the said specifications and conditions of contract at the standard schedule percentage rates quoted on estimated value on page 17 and 18 are as under:

I/We submit our percentage rate as below:-

a. Quoted percentage above (in figure).....

Quoted percentage above (in words).....

b. At Par (in words).....

c. Quoted percentage below (in figure).....

Quoted percentage below (in words).....

Sr. Divisional Manager

Signature of Contractor

(with seal & date)

SIGNATURE OF CONTRACTOR

(With seal & date)



Sr. Divisional Manager

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PRE CONTRACT INTEGRITY PACT

General:

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on..... day of the month of2023, between, on one hand, the Life Insurance Corporation of India (hereinafter referred to as "LIC") a statutory Corporation established under section 3 of Life Insurance Corporation Act 1956 (XXXI of 1956) and having its corporate office at "Yogakshema" Jeevan Bima Marg Mumbai 400021. (here in after called the "BUYER" which expression shall mean and include, unless the context otherwise requires, his successors in office assigns) of the First part. And M/srepresented by Shri..... (Hereinafter called the "BIDDER /SELLER/SERVICE PROVIDER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second part.

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

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

NOW, THEREFORE,

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

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

Enabling BIDDERS/Sellers/Service Providers to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

1. Commitments of the BUYER

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

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

Commitments of BIDDERS

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

- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract of any other contract with the government for showing or forbearing to show favour or disfavor to any person in relation to the contract of any other contract with the Government.
- 3.3 Foreign BIDDERS shall disclose the name and address of their Indian agents and representatives in India, and Indian BIDDERS shall disclose their foreign BUYERS or associates.
- 3.4 BIDDERS shall disclose the payments to be made by them to their agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized agent of the stores/equipment/items and has not engaged any individual or firm or

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- 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,
Tharabahalalli, Chikkajala Post, Bangalore-562157. Cell: 9880240080, E-mail id: gvkrishnarau@gmail.com
- 2) Shri Rajni Kant Mishra, IPS (Retd) Ex Director General in BSF B-1801, Amrapalli 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.
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.....



भारतीय जीवन बीमा निगम
LIFE INSURANCE CORPORATION OF INDIA

BUYER
CEO:
Deptt./

Designation

BIDDER

Name of the Officer:

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.)