

Eastern Zone, Kolkata

Ref: OS/Guest house maintenance

Date: 26.03.2025

# **TENDER DOCUMENT**

# FOR

# **GUEST HOUSE MAINTENANCE**

EASTERN ZONAL OFFICE HINDUSTAN BUILDING 4, C.R.AVENUE, KOLKATA-700072

E-mail: ez os@licindia.com

DATE OF ISSUE: 26.03.2025

LAST DATE OF SUBMISSION:



# PART-A- NOTICE INVITING TENDER

## **TENDER NOTICE FOR GUEST HOUSE MAINTENANCE AND UPKEEP**

Life Insurance Corporation of India, (hereinafter referred to as "The Corporation") Eastern Zonal Office at Hindustan Building, 4.C.R.Avenue, Kolkata-700072 intends to invite BIDs through GeM portal from reputed licensed organizations/Agencies/Firms having their office within Municipal jurisdiction of Kolkata/ Bidhan Nagar(Salt lake)/ Rajarhat/Newtown/Howrah and who are providing guest house maintenance and upkeep in any organization/Government/Public Sector undertaking/Reputed Private organization etc. They should have at least three years experience of providing these services to any Government/Public Sector undertaking/Reputed Private organization etc.

Schedule for the Tender process is as given below

Date of Floating the Tender through GeM portal	Date: 26.03.2025
Pre Bid Meeting	On 07.04.2025 at 15:00 hours the Venue shall be conference Hall, Hindustan Building, C R Avenue 2nd floor
Earnest Money Deposit	Rs 7,08,542.00 (Rs Seven lacs eight thousand five hundred forty two)

The tenderers having valid NSIC/MSME certificate are exempted from EMD. The certificate should remain valid on the date of opening of Financial Bid & exemptions of EMD have to be clearly mentioned in the certificate.

All Pages in this Document should be signed & Sealed before uploading, otherwise the Tender will be rejected .The Bid must be completed in all respect and submitted strictly within the stipulated date & time mentioned as above along with other Tender Documents. Earnest Money deposit (EMD) to be submitted as per GeM portal specification in the BID.

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

The Corporation does not bind itself to accept the lowest or any tender and reserves the right to reject all or any BID or cancel the Tender anytime during the tendering process without assigning any reason whatsoever. Decision of the Corporation will be final, conclusive and binding on the tenderers and the Corporation takes no responsibility for any delay whatsoever for submission of tender after the last date and time given in the schedule

Zonal Manager LIC of India, EZO

# TENDER NOTICE FOR GUEST HOUSE MAINTENANCE AND UPKEEP

# Table of Contents

S1. No.	Description	Page from To	Remarks
1	Notice Inviting Tender (Through GeM Portal)	1	Part-A
2	Table of contents	2	
3	General Rules and Instructions	3-4	Part-B
4	General Conditions of Contract	5-15	Part-C
5	Scope of Work	16-18	Part-D
6	Details of Guest House premises	19-20	Annexure-A
7	List of machineries & suggested consumable	21	Annexure-B
8	Technical Bid	22-26	Part-E
9	Pre-Contract Integrity Pact	27-31	Annexure-C
10	Affidavit (to be submitted by bidder with technical bid on Rs. 100 stamp duly Notarized)	32	Annexure-D
11	NEFT Mandate	33	Annexure-E
12	Financial bid form	34	PartF

# PART B- GENERAL RULES AND INSTRUCTIONS TO TENDERERS

Life Insurance Corporation of India, (hereinafter referred to as "The Corporation") Eastern Zonal Office, at Hindustan Building, 4.C.R.Avenue, Kolkata-700072 intends invite BIDs through GeM portal from reputed, licensed to organizations/Agencies/Firms having their office within Municipal jurisdiction of Kolkata/ Bidhan Nagar(Salt lake)/ Rajarhat/Newtown/Howrah for providing maintenance and upkeep of its guest houses under control of Eastern Zonal Office for 3 years (Thirty Six Months) w.e.f. 1st july 2025 subject to Yly review of Satisfactory Performance.

- 1. Any Bidder submitting the tender shall be deemed to have read and understood the Terms & Conditions, Scope of the work etc. and quoted accordingly.
- 2. The Corporation reserves the right to call for missing/additional requirements or otherwise from the applicant at the time of analysis of the Tenders received in response to this notice
- 3. The tender shall be submitted in two parts i.e. Part-I (Technical Bid) and Part-II (Financial Bid).
- 4. Any modification in the tender after opening date will not be considered.
- 5. Bidders should be registered body for providing guest house maintenance and upkeep.
- 6. Bidders should have experience of at least 3(Three) years in guest house maintenance and upkeep.
- 7. The average Annual Turnover from Housekeeping business during last 3 years should be at least 1.5 crore
- 8. Bidder should be a profitable organization.
- 9. Satisfactory service certificates should be enclosed from any one of the Bidder's major clients with details of contact person, mail ID & contact number.
- 10. Bidders participating in the tender must upload the executed integrity pact in plain paper failing which bid shall be disqualified.
- 11. In case of multiple L1 in price bid the auto L1 option of GeM shall be invoked.
- 12. The Bidders should ensure and confirm that they have the entire mandatory compliance certificates/registrations/license under various applicable laws including labour laws applicable for the state of West Bengal along with their respective amendment such as-
  - Contract Labour (Regulation and abolition) Act, 1970
  - Minimum wages Act, 1948
  - Payment of wages Act, 1936

- Equal Remuneration Act, 1976
- Employees Compensation Act, 1923
- Industrial Disputes Act, 1947
- Minimum Wages Act, 1948
- Employees Provident Fund and Miscellaneous Provisions Act, 1952
- Employees State Insurance Act, 1948
- Payment of Bonus Act, 1963
- Factories Act, 1948
- Any other act as applicable from time to time

The bidder should enclose the copies of the following:-

- License from Labour Commissioner to employ labour under the Contract Labour Act
- Registration certificate under Employees Provident Fund Act
- Registration under Employees State Insurance Act
- PAN Card of the contractor
- GST registration certificate
- Copies of Audited Balance Sheets for last 3 years
- NEFT details
- 13. The Bidders should not have defaulted in providing similar services and should not have been BLACK LISTED with any office of the Corporation or any other establishment.
- 14. The Bid shall be signed & sealed by a person or persons authorized by Bidder. In case, the Bidder is a company, the authorized person by the company shall sign the Bid and affix the company seal.
- 15. While discharging the duties, the Bidders shall be responsible for any injuries to persons, damage to building, building structure, streets and footpaths and shall rectify the same at their own cost
- 16. The Bidders shall be responsible for storing and safeguarding their own materials at their own cost. Any damage/spoiling of lift/floor/any places caused during such act will have to be made good by the Bidders at their own expenses.
- 17. The Technical Bids will be evaluated by a Committee constituted by the Corporation. The Committee will examine the documents enlisted in the Technical Bid of the Tender. The Committee may visit the Office of the Bidder to verify the records uploaded in Technical Bid

# PART C - GENERAL CONDITIONS OF CONTRACT

- 1. The Contractor will be required to submit list of the attendants to the Corporation with photo ID, address proof (preferably with local address) and police verification certificate before deputing the attendants.
- 2. The House Keeping Attendants deployed by the Contractor should be of sound mind, healthy, neat and clean. They should display good conduct & courteous behavior. They should be in proper uniform (Provided by the contractor) and should be provided photo identity cards by the Contractor at his own cost.
- 3. In case of any complaint against any of the Attendants deployed by the Contractor, he shall remove such person immediately and arrange for replacement. The person(s) so removed should not be deployed again or allowed to work in the premises of the Corporation.
- 4. If the staff deployed by the Contractor is found to be indulging in any undesirable activities in the premises of the Corporation, the Contractor will be solely responsible for all the consequences. Besides, the Corporation shall be at liberty to lodge complaints before appropriate authorities.
- 5. The contract shall be for a period of three years. However, the same has to be renewed after every 12 months. Such renewal will be a maximum of two times during the contract period. Renewal will be on the same terms & conditions and subject to satisfactory performance and approval of Competent Authority. The competent authority reserves the right to terminate the contract if Vendor fails to deliver services to the satisfaction of the competent authority
- 6. The Contractor shall make payment to Attendants as per Minimum Wages Act only by electronic mode. He will provide Wage Slip to every worker every month. Monthly payments to the Contractor will be made only after submission of certificate mentioning names of Attendants, amount paid, name of the bank and bank account number. The names mentioned should only be of those who were actually deployed as Attendants by the contractor. Any violation of the Minimum Wages Act will entail forthwith termination of the contract in addition to such penal consequences as may be deemed fit by the Corporation.
- 7. The Contractor shall ensure that GST collected from the Corporation is deposited with the GST authorities and GST return is filed within the specified time limit. At any point of time, if it is found that the GST collected by contractor from the Corporation is not remitted to the authorities, then the Corporation reserves the right to recover the same from subsequent bills/security.
- 8. The Guest houses should be kept NEAT and TIDY after cleaning/moping etc. The material required for cleaning should be kept properly. The material in any case should not lie in the floor/ rooms/ wash rooms or near electrical panel switchboards on any floor. The Bidder/contractor shall ensure to take proper safety measures against hazardous material. Preventive pest control treatment in

the guest houses shall be arranged by the Corporation on getting report from the Service Provider.

- 9. The Corporation shall provide beds, cushions bed spreads, pillows, pillow covers, bed sheets, blankets and other furniture for use in the guest house. The Corporation shall also provide kitchen utensils like cup, saucers, water bottles, plate spoons and glasses for drinking water and other cutlery items required for serving tea/ breakfast to the guests.
- 10. The Corporation shall provide television sets and DTH connections as per Corporations practice and it will be the responsibility of the Corporation to pay for electricity bill and DTH bills.
- 11. The Service Provider should maintain separate register for each activity like cleaning/washing of linen, consumable items and entire items purchased by him during the month and will submit for verification of authorized officials of the Corporation.
- 12. The Service Provider shall be responsible for the good conduct and performance on the part of his deployed personnel and the vendor shall and be deemed for all legal and contractual purposes. The employer of the said personnel engaged by him and such persons shall not have any claim for employment in the Corporation in whatsoever and howsoever manner or in any connection here with against the Corporation now or at a future date.
- 13. The Service Provider shall be solely responsible for all acts of the said personnel so enrolled and there shall and will not be any privities of contract for any purpose and to any intent between the Corporation and said personnel so engaged by the Service Provider. The responsibilities of the Service Provider shall be as per GeM SLA for Facility Management Service and also T&C of the Corporation. The Corporation shall not be liable nor answerable in respect of any claims or demands in respect of any matter or on any account which may be raised by the said personnel so engaged by the Service Provider and it shall be the sole responsibility and liability of the service provider to answer all such claims or demands of the said personnel so engaged, under any law for the time being in force.
- 14. The Service Provider shall be responsible for the training, especially prior to deployment, maintaining the roster, allotment of duties, hours of work and timing to the engaged personnel for the purpose.
- 15. On award of the contract to the Service Provider, the service provider shall have to accept the Terms and conditions of the contract in a non judicial stamp paper worth rupees 100/- with the Seal and Signature of the designated person of the Service Provider within 7 days of awarding the contract.
- 16. The Service Provider through the Supervisor / representatives must be available around the clock at all the times for any communication to be made by the designated officials of the Corporation at any point of time of the day for attending to any emergency service requirement in guest houses. The Service

Provider shall inform the day to day position of the guest houses to the Corporation.

- 17. The Service Provider shall provide weekly off or holidays to his workman as per labor laws but it shall be his responsibility to ensure uninterrupted services to the guest house during the entire continuity of the contract.
- 18. On award of the contract the service provider shall have to remit security deposit /Bank guarantee @ 10% of the annual value of the contract within 7 days of award of the contract. The amount shall be kept with the Corporation as interest free for the entire period of the contract. The security deposit/bank guarantee shall be refunded to the Service Provider within a period of 2 months from the date of expiry or termination of contract whichever is earlier provided there is no loss or damage caused to the corporation. In case of loss or damage to the corporation the same shall be refunded without interest to the Service Provider.
- 19. The Service Level Agreement (SLA) and packages inscribed in GeM for "Facility management service-manpower" based shall govern the provisions regarding Service Provider's obligation buyer's obligations, service performance and feedback, penalties and fine, payment terms to the Service Provider, amendment and termination of contract and all other provisions and enumerated therein the document of SLA.
- 20. It will be the sole responsibility of the Service Provider to take care of all the items/equipments provided in the guest houses in terms of the provisions contained under the Indian Contract Act and duly return in good working order and condition to the Corporation on and at the expiry of the currency of the contract. The cost of servicing of Refrigerator, washing machine, and replacement of batteries of remote controls of AC, TV & wall clock during the currency of the contract shall be borne exclusively by the Service Provider.
- 21. None of the personnel deployed by the Bidder/contractor shall indulge in any act other than that provided under this contract.
- 22. The Bidder/contractor shall carry out the entire work having full regard to the safety of his own personnel as well as guests/Corporation's employees in the complex. All safe practices shall be strictly adhered to by the Bidder/ contractor such as providing gloves when handling sharp objects, acid, chemicals warnings signs/ lights and educate all his workmen to follow safe working practices. The Bidder/contractor shall provide first aid boxes whenever required. Despite observing safe practices if any unfortunate incident occurs, the Bidder/ Contractor shall bear all cost or claims towards treatment or compensation.
- 23. The Corporation shall not be responsible financially or otherwise for any injury or death caused to any of the personnel of the Bidder/ contractor during the performance of duties in the premises of the Corporation. The Bidder/ contractor shall be solely responsible for providing compensation, if any and / or providing for expenses towards treatment for any injury or loss of life during

performance of duties by the personnel deployed by him.

- 24. The Bidder/contractor shall not cause or allow any of his personnel to act in any manner, which may cause unnecessary disturbance or inconvenience to the Corporation, employees of the Corporation/guests/ occupants of nearby properties or to the general public.
- 25. Nothing in this tender shall by implication or expression be taken to mean or imply that any of the person deployed by Bidder/contractor for rendering services are employees of the Corporation or deployed by the Corporation. The Bidder/Contractor shall deploy workers who shall be in his employment and he shall be solely & wholly responsible for their acts, salaries, wages remunerations or any other statutory liabilities or other payments. Under no circumstances shall the Corporation be liable for any payments or claims or compensation (including but not limited to compensation on account of injury, death or termination). In case any liability falls on the Corporation for any reason, the Bidder/Contractor shall keep the Corporation indemnified against the same. The Bidder/Contractor shall conduct medical check-up of the personnel deployed by him, periodically as well as whenever necessary, at his own cost.
- 26. The Bidder/contractor will be responsible for all members of the staff deployed by him and shall submit police verification of their antecedents. A certificate to this effect along with police verification reports shall be furnished by the Bidder/contractor to the Corporation before deployment of the staff. Further, in respect of workers deployed at the Corporation's premises, the Bidder/contractor shall submit details such as Names, appointment letters issued by the Bidder/contractor, age proof, address proof & police verification reports. The Bidder/Contractor shall ensure that the character and antecedents of the workmen deployed by him are duly verified before such deployment.
- 27. The Bidder/contractor shall be responsible for any loss due to theft/pilferage/ damage caused in the course of performance of duties to the Corporation's property including fittings, furniture, fixtures or any other equipment(s). The Corporation shall assess the amount payable by the contractor towards damages/ loss/ theft/ pilferage and the same shall be recovered by the Corporation from the monthly payment to be made to the contractor.
- 28. The personnel deployed by the Bidder/ contractor should be healthy, neat and clean. They should maintain good conduct & courteous behavior. They should be in proper uniform and should be provided identity cards by the contractor at their own cost. In case of any complaint against any of personnel deployed by the Bidder/contractor, they shall remove such person immediately and arrange for replacement of removed person within 24 hour. The person(s) removed should not be deployed again or allowed to work in this premises.
- 29. If the staff deployed by the contractor is found to be indulging in any undesirable activities in the premises of the Corporation, the Bidder/contractor will solely be responsible for all the consequences. Besides, the Corporation shall

be at liberty to lodge complaints before appropriate authority.

- 30. No residential accommodation shall be provided by the Corporation to Bidder/contractor and / or to the personnel deployed by them.
- 31. Service charge will include- Cost of material, washing allowances of workmen, repair cost of electrical appliances, cleaning & ironing cost of linens, medical exigency of the workmen or any other expenses mentioned in the term.

# 32. <u>Personnel Required</u>:

- It is also reiterated that this tender is inviting offers to provide services for maintenance of guest house and not for supply or deployment of contract labour and/ or materials.
- The personnel deployed by the contractor are expected to provide services as per terms of the contract
- The Bidder/contractor is required to deploy competent supervisor, who will be responsible for the conduct of workmen deployed by contractor as well as quality of services provided as per the " **Service Level agreement**"
- The supervisor shall maintain registers showing deployment of workmen for providing services at different locations. In addition, the supervisor shall also maintain a daily chart about various housekeeping activities performed by the personnel at different locations. The chart should contain the nature of house-keeping activities carried out, the names of workmen and time of completing the activities and the same should be verified by the supervisor.
- The supervisor shall maintain a complaint register with record of all complaints and or forwarded by OS Dept. Suitable corrective action thereon must be taken immediately. In case of unsatisfactory corrective action, penalty shall be affected by the corporation. The register must be shown to authorize officials of the Corporation as and when demanded by them.
- The workmen deployed by the Bidder/contractor for housekeeping jobs should be of sound mind & of 18-40 years of age.
- Complete details of the workmen deployed by the contractor shall be maintained by Bidder/Contractor and made available for verification as and when demanded by the Corporation
- The Bidder/Contractor shall not deploy for housekeeping and or supervision any relative(s) of any serving/retired/resigned/deceased employee(s) of the Corporation
- 33. <u>Responsibilities of the Bidder/Contractor would be as under</u>:
  - i) To provide disciplined, courteous, trained and quality personnel ever ready to attend housekeeping work politely.
  - ii) The Bidder/Contractor shall ensure excellent standard of housekeeping and maintenance and ensure that entire premises are kept hygienic and clean at all times.

- iii) Duty roaster for the following month should be submitted by the designated official in this office, one week prior to the beginning of the month.
- iv) The Bidder/Contractor shall maintain daily attendance register in respect of its workmen deployed and produce it for inspection as and when demanded. Needless to add, all workmen of the contractor entering the guest house shall be required to display their photo identity card issued by the contractor.
- v) Except for the cleaning materials, personal belongings of the workmen shall not be allowed to be carried/ kept inside the premises.
- vi) It shall be the responsibility of the contractor to provide its workmen with all the benefits, remuneration & amenities prescribed under any applicable law.
- vii) The Bidder/Contractor shall be responsible to maintain all registers, records and accounts required for the compliance of any and all statutory provisions/ obligations.
- viii) The Bidder/Contractor should ensure that its workmen do not smoke while working in the premises of the Corporation. They will also not indulge in drinking alcohol or any other intoxicants. They will not consume drugs and eat pan/ khaini/ tobacco etc. They will not play cards or indulge in gambling in the complex.
- ix) The contractor shall maintain daily record of the cleaning done of the guest houses room wise. The daily record of cleaning of the guest houses by the contractor as required herein above shall be submitted to OS Dept., Zonal Office for verification when required.
- x) The contractor shall comply with the written feed-backs, if any, given to it by the Nodal Officer(s), Official of OS Dept. Zonal Office, as the case may be.
- xi) All complaints received should be attended to as early as possible. No complaints should be left unattended / postponed.

# 34. <u>The Bidder / Contractor shall:-</u>

- I. Display and maintain inside each washroom, a chart showing the time during when the washroom(s) were cleaned as per the terms of this contract and the same shall also be signed by the supervisor of the contractor in token of satisfactory cleaning.
- II. Provide proper neat and clean uniform to all the workmen deployed by them for providing housekeeping services and ensure that the same is worn by their workmen during the course of their duties in the premises.
- III. Train the personnel regularly so as to keep them abreast with the use of modern techniques of cleaning/ sweeping, safety etc.
- IV. Ensure immediate corrective action on receipt of any complaint against the services provided or against any individual deployed by him in the premises of the Corporation.
- V. Arrange and pay for the policy under Public Liability Insurance Act 1991 and insure and keep insured all materials which are or have been declared to be hazardous under the notifications issued or that may be issued from time to time under the above Act or any rule framed there under.

- VI. If any electrical appliance develops problem the vendor will get it repaired within 24 hours of such instance reported. If the vendor fails to repair the appliance within 24hrs, the Corporation reserves the right to get it repaired and deduct the cost from the monthly payment due to the vendor. Further the Corporation may levy a penalty of Rs 1000/- for each such instance.
- VII. Be obliged to continue providing the services on the same terms and conditions as provided in the contract, till such time as Corporation is able to make any alternative arrangement or Corporation has agreed in writing to allow the contract to discontinue earlier.
- VIII. Comply with the instructions issued by the authorities of the Corporation from time to time relating to the performance of the services, duties and obligations. The services rendered by the contractor shall be subject to regular review by the Corporation and its decision as to the quality thereof shall be final and absolute.
- 35. Nothing in this Tender shall be deemed to create any partnership, joint venture, agency between Corporation and the Bidder/Contractor or their representatives and employees and nothing herein shall deem to confer on any party, any authority to incur any obligation of any liability on behalf of the other party. The Bidder/ contractor as an independent entity and not an employee, agent, associate reauthorized representative of Corporation. The Bidder/ Contractor are not authorized to undertake any obligation or liability in the name of or on behalf of Corporation whatsoever.
- 36. The Bidder/ contractor & the workers deployed by them at the Corporation premises shall maintain confidentiality of the information in their possession during their deployment in the premises of the Corporation & thereafter.
- 37. In case the Bidder/contractor fails to fulfill their obligations for any day to the satisfaction of the Corporation, for any reason whatsoever, the Contractor shall pay damages as per the Penalty clause depending upon the Corporation's discretion for the entire number of such days and Corporation shall without prejudice to their rights and remedies including termination of contract, be entitled to deduct such damages from any amount payable to the contractor.
- 38. Upon expiry of the Contract or Termination of the Contract, the contactor and its workmen shall vacate the premises and handover the same in good working condition.

## 39. <u>Mandatory Condition</u> :-

The tendering firm / contractor / company are required to enclose photocopies of the following documents duly self attested along with the Technical Bids failing which their bids shall be summarily rejected.

- a) Registration certificate with Labour Department
- b) Copy of PAN card

- c) Copy of Income Tax returns filed for the last three financial years
- d) Copies of EPF and ESI certificate
- e) Copy of GST Registration
- f) Copy of Shop and Establishment License
- 40. The Bidder should neither be a partner in joint venture or as a member of consortium. If a Bidder or if any of the partners participate in a joint venture or any one of the members of the consortium participate in more than one Bid, their Bids liable to be rejected.

## 41. <u>Payment Terms:</u>

## The billing and payment will depend on the actual number of persons deployed by Contractor and actual number of days of working of each person as per stipulated minimum wages Act for unskilled worker category

The contractor will be paid on monthly basis by NEFT only for the services rendered during the particular month for which they submit the bill for the agreed amount latest by 7th of the following month along with proof of remittance of wages/remuneration and other dues(if any) to their workmen

- TDS at the prevailing rates will be deducted.
- The contractor shall alone bear all taxes, rates, charges and levies or claims whatsoever as may be imposed or levied by the State/Central Govt. or any local body or authority for and in connection with rendering services except Goods and Services TAX (GST) raised by contractor in the monthly bill & same will be paid by the Corporation along with the other agreed charges for services of housekeeping.
- All the Taxes which the Corporation may be liable to deduct or called upon to deduct during the currency of the contract which are liable to be paid by the contractor under the law. If not paid, shall be set-off against the bills raised by the contractor and paid to the contractor shall have no claim / objection in respect of any or all such payments.

## 42. <u>Termination :</u>

Corporation reserves the right to cancel or terminate the contract / agreement by giving one month notice in writing without giving or assigning any reasons whatsoever for doing so. In the event of the contractor wishing to terminate this contract, the contractor shall give at least three months notice to Corporation in writing and either case; the contractor shall hand over the peaceful possession of the space as provided in the tender.

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

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

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

# 43. <u>Disputes & Differences</u> :-

In all cases of dispute, the matter will be referred to the Regional Manager (OS) of LIC of India, Eastern Zonal Office and his/her decision shall be final and legally binding on the contractor.

## 44. <u>Security Deposit</u> :-

The selected contractor will have to remit security deposit of 10% of value of the contract by Cash/DD or Bank Guarantee. The amount will be kept with us interest free for the entire period of the contract. The Security Deposit shall be refunded within a period of two months from the date of expiry or termination of the contract (whichever is earlier) provided there are no defects or loss or damage caused to the Corporation. In case of defects or loss or damage caused to the Corporation, the same shall be recovered from the Security Deposit and balance, if any, shall be refunded without interest to the contractor.

The contractor agrees to abide by the regulations if any notified by IRDAI during the currency of contract in connection with, "Outsourcing of Services" by LIC of India.

# 45. Provisions of Sec 33(3) and 33(4) of the Insurance Act 1938 as amended by the Insurance Laws (amendment) Act 2015

In terms of provisions of Section 33(3) of the Insurance Laws (Amendment) Act, 2015, the Insurance Regulatory and Development Authority of India (IRDAI), is authorized to verify such books of account, registers, other documents and the data base in the custody of the contractor in respect of services outsourced by the Corporation. It shall be the duty of the contractor to provide such documents / statements / information as may be required by IRDAI within such time as may be specified by IRDAI.

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

The Corporation reserves the right to call for requirements from the contractor at any time in response to any query from the appropriate authorities-

We accept all the above terms and conditions.

# AUTHORISED SIGNATORY

# NAME / DESIGNATION & SEAL OF THE FIRM / CONTRACTOR / COMPANY

## IMPORTANT POINTS TO BE NOTED BY THE BIDDERS

## Earnest Money Deposit (EMD):-

To be submitted as per GeM specification in the said Tender.

Bidders are required to furnish EMD @ 2% of the quoted amount for 3 years. Micro and Small Enterprises (MSEs) and the firms registered with concerned ministry/ departments are exempted from submission of EMD. However they should submit "Bid Security Declaration" accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for the time specified in the tender document.

## SECURITY DEPOSIT:-

The selected Service Provider shall have to deposit security deposit of 10% of the value of the contract.

## **ESTIMATED BID VALUE:-**

Estimated Bid Value for this job is Rs.11809032 per year .The tender is for 3 (Three) years i.e 36 months

Hence total Estimated Bid Value of this contract for entire period of 36 months should be read as Rs (11809032 \* 3) = 35427096

There shall be provision of <u>Pre bid meeting</u> and the same shall be incorporated while floating the tender in GeM portal. The date of pre-bid meeting is 07.04.2025 at 15:00 hours the Venue shall be EZO Hindustan Building, conference Hall 2nd floor.

Zonal Manager, EZO LIC of India

# PART D-SCOPE OF WORK

## **TENDER FOR GUEST HOUSE MAINTENANCE**

- 1. Service provider has to manage 11 guest houses whose location and room details are briefed in **details of premises uploaded** (Annexure-A). However the number of guest houses may increase or decrease during the contract period which shall be governed by the GeM SLA of "Facility Management Service-Manpower based "clause number 10 "Amendment of contract"
- 2. Guest house pantry is to be managed by the Service Provider. Menu and rates for tea /breakfast shall be decided by the Service Provider in consultation with the Corporation. However it shall entirely be the responsibility of the Service Provider to arrange for tea /breakfast for the guests and the service provider shall charge the guests for the eatables supplied as per the agreed rates.
- 3. The Service Provider has to arrange for washing, ironing of bed spreads bed sheets, curtains, pillow covers, blankets etc in the guest houses.
- 4. Whenever a new guest checks in the guest house clean and washed bed spread, pillow cover, bed covers, blankets, towels have to be provided to the guests. Change of bed sheets should be done every 3rd day in case of continuation of occupancy and fresh towels to be provided every alternate day.
- 5. The Service Provider has to arrange for all cleansing material for cleaning and mopping of floors, washing of utensils, cleaning and washing of toilets and bathrooms. The cleaning material used should be as per specification mentioned in "List of machinery and suggestive consumables" (Annexure-B) uploaded.
- 6. All the materials used for services should be certified as ISI mark and or as per the brand names as specified by the Corporation. The Service Provider shall arrange for the purchase of consumables as mentioned in uploaded "List of machinery and suggestive consumables", on his own and shall bear all expenses in connection with purchases including their transportation.
- 7. It will be the responsibility of the Service Provider to arrange Induction etc. The Corporation shall not be responsible for arranging fuels for cooking.
- 8. It will be the sole responsibility of the Service Provider to take care of all the items/equipments provided in the guest houses in terms of the provisions contained under the Indian Contract Act and duly return in good working order and condition to the Corporation on and at the expiry of the currency of the contract. The cost of servicing of Refrigerator, washing machine, and replacement of batteries of remote controls of AC, TV & wall clock during the currency of the contract shall be borne exclusively by the Service Provider.
- 9. The Service Provider shall ensure excellent standard of housekeeping and maintenance and also ensure that the entire premises are kept hygienic and clean. Preventive pest control treatment in the guest houses shall be arranged by the Corporation on getting report from the Service Provider.

- 10. The attendant should keep the guest houses always clean and spray the room with room freshener everyday and keep the same ready for occupation or allotment at all times.
- 11. The Service Provider has to maintain the dining hall clean. The dining space and the sitting area should be kept clean. The garbage in rooms, kitchen, dining space etc shall be cleaned everyday without any exception. The surroundings shall be kept tidy all the time.
- 12. The ceiling fans provided in the guest houses shall be cleaned fortnightly by the service provider and no extra amount shall be paid for the same. Cob-webs should also be removed regularly. Curtains should also be washed/ cleaned at regular intervals
- 13. The Service Provider has to ensure that the toilets and bathrooms of each room as well as common areas are washed every morning and thereafter whenever required by using cleaning items specified in "List of machinery and suggestive consumables" uploaded. All the toilets and bathrooms should be provided with toilet freshener, toilet paper rolls, liquid soaps etc. The bathrooms and toilets should be kept dry as far as possible.
- 14. The Service Provider should maintain separate register for each activity like cleaning/washing of linen, consumable items and entire items purchased by him during the month and will submit for verification of authorized officials of the Corporation.
- 15. The Service Provider shall be responsible for the good conduct and performance on the part of his deployed personnel and the vendor shall and be deemed responsible for all legal and contractual purposes. The employer of the said personnel engaged by him and such persons shall not have any claim for employment in the Corporation in whatsoever and howsoever manner or in any connection here with against the Corporation now or at a future date.
- 16. The Service Provider shall be responsible for the training, especially prior to deployment, maintaining the roster, allotment of duties, hours of work and timing to the engaged personnel for the purpose. The Service Provider shall have the right to exercise control, give directions and manage the personnel engaged for the purposes of housekeeping and maintenance of the guest houses.
- 17. The Service Provider through the **Supervisor / representatives** must be available around the clock at all the times for any communication to be made by the designated officials of the Corporation at any point of time of the day for attending to any emergency service requirement in guest houses the Service Provider shall inform the day to day position of the guest houses to the Corporation.
- Attending the incoming and outgoing guests in the guest house on 24 hrs\*
  365 day basis during the entire contract period.
- 19. Checking the guest house accommodation booking letters or email with the identity cards or credentials of the guests, entering the details of the guests in the

register maintained at guest houses with specified details.

- 20. Checking in the guests to the allotted rooms or beds as per accommodation allotment letters and briefing the guests about the rules and regulations of the guest house. No guests should be allotted room before making entry to the guest house register.
- 21. Entering the exit details viz- date, time etc in the guest house register and collecting the prescribed guest house charges as per circular of the Corporation and rate chart affixed on the guest houses. Collect the movement forms for the guests at guest house, Feedback form from the guests before their exit from the guest house.
- 22. The designated person or persons earmarked by the Service Provider shall bring the guest house register along with the movement forms for guests at guest house to this office for checking the details of guests, guest house charge collected from guests and signing the guest house register by the designated officials. After checking of the details and fees collected by the designated officials it will be the responsibility of the designated person of the service provider to deposit the collected guest house charges to the Cash counter in this office and posting the collection receipt details such as collection number, collection date in the concerned column of the guest house register.
- 23. The guest house attendant shall inform the breakdown of electricity/ AC machines/ geysers, plumbing complaints if any form the guest immediately to the nodal official of this office as soon as any breakdown or complaint or discomfort of guests is reported or observed in guest houses.
- 24. Caretaker should check/ensure whether all items inside the rooms are in proper working condition when a guest checks out of the guest house.
- 25. The attendants must be courteous in their dealing and interaction with the guests without any exception at all times. No unruly behavior on the part of guest house attendants shall be accepted at any point of time during the entire contract period.
- 26. Rotation of caretakers on monthly basis from one guest house to another.

## \_\_\_\_\_

# Annexure-A

# **DETAILS OF PREMISES (11 GUEST HOUSES)**

<u>SL NO</u>	Address	<u>Number of rooms</u>	<u>Number of</u> <u>beds</u>
<u>1</u>	Queens Mansion VVIP GH Gate no. 1 ( 3rd floor ) 12 Park Street, Kolkata – 700016	3	6
2	NEW VIP Guest House, Queens Mansion (2nd floor)/ Gate no 1 12, PARK STREET KOLKATA 700016	5	13
<u>3</u>	LICI GUEST HOUSE (VIP-2) Queens Mansion (5th floor)/ Gate no 4 12,PARK STREET KOLKATA 700 016	3	9
<u>4</u>	Queens Mansion Guest House (Ordinary) Gate No.4, 1st Floor 12, Park Street Kolkata - 700016	11	28
<u>5</u>	Queens Mansion Guest House (Ordinary) Gate No 1, 4th Floor 12, Park Street Kolkata – 700016	5	14
<u>6</u>	LICI VVIP Guest House, National Court (2nd floor), 13, U N Bramhachari Street, (Formerly Loudon Street	3	6
<u>7</u>	National Court (3rd floor),VIP Guest House 13, U N Bramhachari Street, (Formerly Loudon Street) Kolkata – 700 017	3	9
8	Esplanade Mansion Guest House	3	10

	(Ordinary) 2nd Floor 14/16, Government Place Kolkata - 700069		
<u>9</u>	Esplanade mansion Guest House (4A) (Ordinary) 4th Floor 14/16, Government Place Kolkata - 700069	3	10
<u>10</u>	Esplanade Mansion Guest House (Ordinary) 1st Floor 14/16, Government Place Kolkata - 700069	3	10
<u>11</u>	Esplanade Mansion Guest House (4B) (Ordinary) 4 <sup>th</sup> Floor 14/16, Government Place Kolkata - 700069	3	10

# ANNEXURE-B

# List of machinery & suggestive consumables

# Description/brand of materials to be used

Function	Chemical description / brand
Cleaning & sanitizing of surfaces of	ISI marked toilet/washroom cleaner
toilets /wash rooms	
Cleaning of floors and walls	ISI marked floor and wall cleaning agent
Cleaning of toilet windows, mirrors	ISI marked mirror cleaner
Cleaning of western	ISI marked toilet cleaner
commodes,Urinals,Indian type toilets	
Removal of hard stains from walls of	ISI marked stain cleaning agents
wash rooms and fittings	
Liquid hand wash in all wash rooms	Dettol/Lifebuoy/Himalaya/Savlon
/toilets/wash basins	
Cleaning of wash basins	ISI marked wash basin cleaner
Cleaning of	Dusters
tables, chairs, cupboards, cloth hangers	
Mopping of floors, entrance lobbies,	Wet clip mop
common areas in dining space and	
waiting lounge	
Toilet freshner	Odonil/Godrej aer or similar ISI marked toilet
	freshner
Sanitary cubes	Odonil/Godrej aer or similar ISI marked toilet
	freshner
Wash basins in toilets/wash	ISI marked wash basin freshner cubes
rooms/dining space etc	
Cleaning of western commodes, wash	Sanifresh/Harpic similar ISI marked toilet
rooms	brush /cleaner
Plastic dustbins in rooms	ISI Marked
,kitchens,dining space & waiting lounge	
Mosquito repellant inside the rooms of	Liquid mosquio repellants of brand name
the guest houses	Good Knight /All-out in each room with
	repellant machine
Soap	Lux/Santoor/ Similar Quality soap in 50-
	80gm
Chappal	Two in each room
Consumables to be supplied in VIP/VVIP	
Toiletary kit	One soap (dove-50-80gm), shampoo
	sachet, tooth paste, tooth brush, razor,
	Moisturiser
Others	Green tea, coffee sachet, sugar, milk
	powder

# PART-E

## DOCUMENTS REQUIRED TO BE UPLOADED BY THE BIDDERS FOR TECHNICAL EVALUATION

- 1. Bidder must have an office in Municipal jurisdiction of Kolkata/ Bidhan Nagar (Salt lake)/ Rajarhat/Newtown/Howrah - Credentials-Electricity bill, Municipal tax receipt, property tax payment receipt, Deed of lease
- 2. Annual Turnover- Must be a profitable company. Must upload the audited balance sheet and P/L account of last 3 FY (2021-22, 2022-23, and 2023-24). Bidder must have average annual turnover of at least 1.5 cr in the last three FY.
- 3. **Work Experience** Must has at least **3 yrs** experience of maintaining Govt/PSU guest house. Credentials and work Order needs to be uploaded.
- 4. **Statutory Papers** ESI, EPF, certificate of proof of GST disbursement, Labour Licence, PAN card, Self-attested copy of GST registration certificate
- 5. **Non Blacklisting/Debarment** Should enclose an affidavit in a non judicial stamp pap worth 100/- duly notorized undertaking that they have not been blacklisted/ debarred by any Govt office/PSU as on date of participation of the bid.
- 6. Integrity Pact- Must upload executed in plain paper
- 7. Bid security declaration- Must upload Bid security declaration.
- 8. Self-attested copy of MSME/NSIC Certificate (if applicable).

## (To be uploaded on GeM Portal)

- Name of the Firm / Contractor / Company : (Attach certificate of Registration)
- 2. Date of establishment :
- 3. Name of the Proprietor/ Director of the Firm / Contractor / Company :
- 4. Full Address of Registered Office:
  - a. Telephone number/s
  - b. Mobile Number :
  - c. E-mail Address :
- 5. Full Address of Operating Office / Branch :
  - a. Telephone number/s :
  - b. Mobile Number :
  - c. E-mail Address :
- 6. \*Banker of the Company Firm

/Contractor/ Company :-

Telephone Number of Banker

- 7. \*Registration no. with Labour Department :
- 8. \*Registration no. under Shop & Establishment Act:

:

- 9. \*PAN NUMBER (Attach certified copy) :
- 10. Office at ... since :
- 11. Address of local office (at ...) :
- 12. \*EPF Registration No. :
- 13. \*ESI Registration No.
- 14. \*GST Registration No. :

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

15. Details of EMD @ 2% of approx contract value

NEFT/RTGS Details	EMD of Rs. /-
Name of Bank	
Account Number	
UTR/RTGS Number	

16.Turnover of the Company /Partnership Firm/ Proprietorship for the Financial Year 2020-21, 2021-22 & 2022-23 (Please upload a copy of CA certificate showing turnover for last three years and copy of audited Balance Sheet and Profit & Loss Account for all the three years) :

Sr. No.	Financial Year	Turnover
1	2021-22	
2	2022-23	
3	2023-24	

	(/////					
Sr.	Name of the Client	Specify	Since wh	nen	A	nnual
No		whether	Service is		con	tractual
•		Financial	prov	rided	am	ount of
		organizati	Eno	То	Att	tendant
		on,	Fro	10	se	ervices
		Government	m (men			with
		/Public Sector	tion		nu	mber of
		undertaking	date)		Att	endants
		/Private	uatej			(in
		organiz				lacs
		ations				)
					Nu	Amount
					mbe	
					r	
			I		1	1

16A. Work experience of Bidder in the field of Attendants Service: (Attach Proof)

# 16B. DETAILS OF EXISTING CLIENTS (Attach Proof)

Name and Address of the Company	Contact Person	'n			Date of award of Contract		Number of Attendants deployed	Total Annual Contract Value (In lacs)
	Name	Designation	Phone No.	e-mail ID	From To			
	1							

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

Separate sheets may be used for uploading the information sought in points 16A & 16B.

\* Attach self attested photocopies of certificates/statements.

# DECLARATION

I, Son / Daughter / Wife of Shri Proprietor / Director /Authorized Signatory of the Firm/ Contractor/ Company mentioned above is competent to sign the declaration and Execute this Tender Document:

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

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

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

I/we possess all licenses/certificates issued by concerned Dept. of Central Government/ Government of West Bengal for providing Housekeeping Attendants. I/we will ensure to timely renew the same throughout the contract period. I/we would provide Housekeeping Attendants on contractual basis as mentioned in tender documents.

Signature of authorized person

Full name

Place

Seal -

# Order of Arrangement of Documents with Technical Bid : - (Self Attested)

- 1. Attested copy of Firm/ Contractor /Company Registration
- 2. Attested copy of Certification of Registration with Labour Dept.
- 3. Attested copy of Certification of Registration under Shop & Establishment Act
- 4. Attested copy of PAN/ GIR Number
- 5. Attested copy of EPF Registration letter / Certificate
- 6. Attested copy of ESI Registration letter / Certificate
- 7. Attested copy GST Registration
- 8. Certified copy of Balance Sheet and Profit & Loss Accounts for last 03 years as mentioned
- Attested Copy of last 3 years IT Returns filed by Firm /Company (FY 2020-21, 2021-22 & 2022-23) along with copy of computation of income
- 10. Separate sheet in reply to question no. 16 A & 16 B of Technical Bid in the given format with additional details about contact person/s
- 11. Copy of the terms and conditions in tender document with each page duly signed (with seal) by the Authorized signatory of the Firm / Contractor/ Company in token of their acceptance.
- 12. Duly filled Integrity Pact as per format provided on plain paper duly signed. (Annexure-C)
- 13. Affidavit on non judicial stamp paper of Rs. 100 notarized.(Annexure-D)
- 14. Satisfactory certificate of at least one firm.
- 15. Additional documents if any to be annexed thereafter.
- 16. MSME certificate required if applicable.

All the documents are to be arranged in serial order as above. Index of all the documents submitted by the bidder mentioning page number should also be done on front page. In addition to signature on bottom of all the pages of tender documents, signature of bidder with name / designation with seal of the agency/firm (& witness wherever required) is required on technical bid & financial bid along with all Annexure.

## ANNEXURE-C PRE CONTRACT INTEGRITY PACT

## General:

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on.....day of the month of 2025., 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 (hereinafter called the "BUYER" which expression shall mean and include, unless the context otherwise requires, his successors assigns) of First in office the part. And M/s.....represented by Shri......Hereinafter called the "BIDDER/SELLER/SERVICE PROVIDER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second part.

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

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

NOW, THEREFORE,

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

Enabling the BUYER to obtain the desired said stores/ equipment/ item/service at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and Enabling BIDDERs/Sellers/Service Providers to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

## **Commitments of the BUYER**

The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting on implementation process related to the contract.

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.

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.

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**

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:-

1. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, 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.

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.

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.

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. 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.

4. 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.

5. 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 nonsubmission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

6. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

7. The BIDDER/Contractor will not commit any offence under the relevant Indian 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.

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

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

10. 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.

11. 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.

12. 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.

## **Previous Transgression**

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 to f 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.

**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.

## Sanctions for Violations:

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 anyone of the following actions, wherever required:-

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.

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.

To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

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.

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.

To debar the BIDDER from participating in the future bidding processes of LIC for a minimum period of five years which any be further extended at the discretion of the BUYER.

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.

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.

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.

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.

## Independent Monitors:

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

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

Shri Arun Chandra Verma, IPS (Retd)

C-1204, C Tower, Amrapali. Platnium Complex,

Mobile-8130386387 Sector-119, Noida (UP)

E-mail id: <u>acverma@gmail.com</u>

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.

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.

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

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.** 

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, LICI and recues himself / herself from that case.

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.

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.

If the Monitor has reported to the Chairman, LIC, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman LICI 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.

## **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.

## Law and Place of Jurisdiction:

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

## **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.

## Validity:

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

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.

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

BUYER BIDDER Name of the Officer:

Designation LICI, Eastern Zonal Office Witness

1.....

(\* Provisions of these clauses would need to be amended/deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.)\*\* Please specify the "Name of Authority" in place of "Authority Designated" wherever mentioned in the Contract)

## ANNEXURE-D

## <u>AFFIDAVIT</u>

To be given by the bidder on non judicial stamp paper of 100/- Notarized, along with the technical bid) I/We, authorized representative of \_\_\_\_being Indian Company / Sole Trading Company / Partnership Firm, registered under\_\_\_\_\_ bearing registration no.

having office at do hereby solemnly affirm and state as under:-Whereas Life Insurance Corporation of India, Zonal Office ..., has floated a tender for House Keeping, Attendants Services and in respect of the same, I/we being one of the Bidders, confirm that -

I /we strictly follow all laws as mentioned in General Conditions of contract and other pages of this tender.

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

I /we shall at all time indemnify and keep indemnified the Corporation against any/all claims of/by persons deployed for providing housekeeping Attendants service including but not restricted to the claims under the Workmen's Compensation Act,1923; Payment of Wages Act ; Payment of Bonus Act; Employees' Provident Funds & Miscellaneous Provisions Act; Payment of Gratuity Act, Minimum Wages Act, Employees' State Insurance Act, Child Labour Act, Industrial Employment Act, Contract Labour Act, Labour& Employment Act 1972 or any other Act(s)or statutory modifications thereof or otherwise for or in respect of any claim for damage or compensation payable in consequence of any accident or injury sustained by any worker or personnel of our firm or in respect of any claim, damage or compensation under Labour Laws or any other laws or rules made there under, by any person whether in the employment of our firm.

I /we further state that we shall indemnify Life Insurance Corporation of India against all claims, which may be made upon the Life Insurance Corporation of India being the buyer under the contract and it shall be at liberty and is hereby empowered to deduct the amount of any damages, compensation costs, charges and expenses arising or occurring of any claim of damages, from any sum or sums due or to become due to me/us.

I /w state that Life Insurance Corporation of India has considered my / our bid on the basis of the statement made by me /us in this Affidavit. I / We further state that non- compliance of any provisions, being a statutory requirement, any misstatement made shall be sufficient reason for Life Insurance Corporation of India to terminate the contract, besides taking recourse to other legal remedies available in the contract.

Signature of the Bidder

NAME/DESIGNATIN & SEAL OF THE FIRM / COMPANY

Date

#### ANNEXURE-E

#### **NEFT MANDATE**

### APPLICATION FOR PAYMENT THROUGH NEFT FROM AGENCY

Name of the Agency: ..... (As per Bank A/c) PAN NO. : (Compulsory) Address of Agency..... Phone / Mobile no. : (FOR SMS Alert) Email ID..... Agency's Bank name: ..... Bank Branch Name: Address of the Bank..... \*Agency Bank Account No. : ..... (Full Digit 11-16) Type of A/c (Saving A/c Current A/c OD A/c CC A/c ):..... Bank IFSC Code No. :

(11 DIGIT IFS CODE)

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

.....

Signature of the Authorized Signatory of Agency

Date: With seal

\* Please attach copy of cancelled cheque with this form

# PART F -FINANCIAL BID

# Financial Bid for House-keeping Attendant Services

# (To be uploaded on GeM Portal)

(a)The components of rates per House Keeping Attendant per day shall comprise such statutory payments and liabilities as applicable on date and revised from time to time as under:

S. No.	Particulars	<b>Components of Rates</b>
1	Minimum wages per person	
	(per day) for unskilled	
	category	
2	E.S.I. Charges	
3	E.P.F. Charges	
4	Bonus	
5	Service Charges	
6	GST	

**\*\***Minimum Wages per day per person, including VDA as on date as per Ministry of Labour & Employment,

Employees State Insurance as applicable

Employees State Provident Fund as applicable

Bonus to be paid to the Workmen as per prevailing Rules from time to time at rates prescribed in the statute.

It shall be presumed that each of the tenderer shall be liable to make above payments as per the statutory liabilities and claim the same from the Department.

(b)Administrative/Service Charges: - The tenderer shall be required to quote

(c)Administrative/Service Charges per House Keeping Attendant per day for the award of the contract.

No Contractor should quote Service Charges less than 5% of the monthly wage bill (which includes minimum wages, ESI, EPF & bonus), Otherwise the Financial Bid will be cancelled.

# Signature of Bidder with seal

Name of the Agency Name of signatory:

Date

Place

(Sample calculation attached to be followed by the bidders for financial bid)

Sample calculation						
Nomenclature	Per Day	Month (26days)				
Basic	523.00	13598.00				
VDA	260.00	6760				
ESI @ 3.25%	25.42	661.00				
PF @ 13%	75	1950.00				
Bonus @ 8.33%	65.2	1695.00				
Service Charge @ 5%	47.4	1233				
	996.02	25897.00				
Per Workman Per year (12 m	Per Workman Per year (12 months)					
38 workman per Year		11809032.00				
38 workman for 3 years (CO	38 workman for 3 years (CONTRACT					
VALUE)						
EMD (@ 2%)	708542.00					
Security Deposit (@ 10%)		3542709.6				