



भारतीय जीवन बीमा निगम
LIFE INSURANCE CORPORATION OF INDIA

Life Insurance Corporation of India Aurangabad Divisional Office
“Jeevan Prakash”, Adalat Road, Aurangabad. Pin code 431005.
Ph.No. 0240-2344531 E-mail:- estate.aurangabad@licindia.com

**TENDER DOCUMENT FOR PROVIDING HOUSEKEEPING SERVICES
AT
L.I.C OF INDIA, DIVISIONAL OFFICE, “JEEVAN PRAKASH”,
ADALAT ROAD, AURANGABAD
AND BRANCH AND SATELITE OFFICES UNDER JURISDICTION OF
AURANGABAD DIVISION
THROUGH GeM PORTAL FOR REGISTERED USERS OF GeM FOR
PROVIDING HOUSEKEEPING SERVICES FOR A PERIOD OF
2 (TWO) YEARS FROM 01.06.2025 TO 31.05.2027**

LAST DATE OF SUBMISSION OF TENDER:- 14.05.2025 UPTO 2.00 PM



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TENDER NOTICE

LIC of India, Divisional office, Jeevan Prakash, Adalat Road, Aurangabad (Maharashtra State) intends to hire the services of agencies/firms/ organizations/vendors for HOUSEKEEPING services for its Divisional office, Branch Office, Satellite Office spread in Aurangabad, Beed, Latur, Osmanabad Districts.

For complete details and tender document log on to GeM Portal in Tender options or log on to www.licindia.in and click on Tenders for Housekeeping services at LIC of India, Aurangabad Division office, under the links TENDERS.

LIC of India reserves the right to accept or reject any or all offers in full/part without assigning any reason whatsoever.

Last date of submission of tender is :- 14.05.2025 upto 2.00 PM

Date: 23.04.2025

Place: Aurangabad

Sr. Divisional Manager.



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Each page of the tender document must be signed and stamped by the tenderer/bidder before submission.

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Scope of Work For Housekeeping Services (Work Specification)

A} The Successful bidder will have to provide housekeeping services to LIC of India Aurangabad Divisional Office, Aurangabad and its Branches and Satellite Offices under Aurangabad Division Office jurisdiction (**as mentioned in Annexure-II**) by deploying their personnel in Consistency with LIC OF INDIA standards and following instructions issued by appropriate LIC of India officials from time to time to the satisfaction of Sr.Divisional Manager, LIC of India, Aurangabad Divisional office, Aurangabad.

B} The Service Provider shall ensure that all its personnel deployed to provide services shall be efficient and honest. It shall provide Uniforms to its workmen and also ensure their neatness and cleanliness. The workmen shall also be provided with Identity card by the Service Provider. The Service Provider will have to engage suitably trained personnel to carry out the following Services mentioned for LIC of India, Aurangabad Divisional Office, Aurangabad and Branch/Satellite offices under Aurangabad Division Jurisdiction (as per **Annexure II**).

Persons for Housekeeping Services (Office Maintenance) : To carry out all works relating to office upkeep services during working hours and as and when required on all working days.

1. Daily sweeping and mopping of all floors, passages, staircases, halls, rooms, lifts, reception, pantry/canteen etc and external area on all floors and wherever directed by the authority.

2. Daily sweeping and mopping of all office areas including cabins and cubicles, passages on all floors.

3. Daily Emptying of all dustbins and collection/removing of garbage of all the floors/office premises and also Cleaning of dustbins. Cleaning Office Equipments etc. and handing over to Municipal workers.

4. Cleaning of all Gents & Ladies toilets, wall tiles, pots, window glasses of toilets, taps/ fixtures, buckets, mugs, etc twice a Day . Regular inspection of the toilets should be undertaken and to be ensured that necessary cleaning and mopping of the same is done. Also in case of any problems relating to plumbing, breakage, etc., same should be brought to the notice of the designated official of OS/Estate Department.

5. Special Weekly cleaning and dusting of tables, chairs, partitions, window glasses, sofas, wooden racks, steel cabinets, etc on all the concerned floors and the cabins with vacuum cleaner

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6. Weekly removing cobwebs dusting of fans, tube lights, fittings and cleaning rooftops.
7. Daily sweeping of parking area and premises of the said D.O. B.O. and S.O. , collection and proper disposal of garbage/dry leaves etc. Weekly washing of the parking area, preferably on Saturday afternoon.
8. Sweeping and mopping of the Store room at least once daily and cleaning of cobwebs weekly racks
9. Sweeping of compound & open area once in a day.
10. Daily cleaning of Chambers, cubicles, reception area, service area common area, passages
11. Any other work related to above and as instructed from time to time
12. Serving of Drinking water.
13. Movement and maintenance of files, filing papers/documents, movement of stationery boxes.
14. Opening and closing of offices.

The tentative number of work force required will be **50**. The number may increase or decrease According to the requirement of office.

The working hours should commence from 08.00 AM to 04.30 PM including lunch time for every day excluding Sunday/Saturday/Public Holiday.

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TENDER SCHEDULE

Name of Service	Providing housekeeping services to LIC of India, Aurangabad Divisional Office, Aurangabad and Branch/Satellite Offices under Aurangabad Division Jurisdiction.
Tender documents	Tender forms can be obtained through GEM PORTAL from 24.04.2025 to 14.05.2025 by Registered Users (Service Providers)
Earnest Money Deposit(EMD)	The amount of EMD should be Rs. 269000/- (Rs.Two Lakh Sixty Nine Thousand Only) (not bearing any interest) & It will be payable by demand draft/bankers cheque in favour of LIC Of India payable at Aurangabad should be enclosed along with Technical Bid. Those who are registered under MSME are exempted from paying the Tender EMD
Bid Open Dates	FROM 24.04.2025 TO 14.05.2025 up to 2.00 PM
Last date of submission of Tender	14.05.2025 upto 02.00 PM.
Date, time & place of opening the Bid	14.05.2025 AT 02.30 PM THROUGH GEM PORTAL
Agreement period	The Agreement shall initially be for a period of two years w.e.f 01.06.2025 to 31.05.2027 which may be extended at the discretion of the Corporation and on consent of the Service Provider for a further period of One year on yearly basis with the same terms and conditions inclusive of rates if the performance of the service provider is satisfactory to LIC of Aurangabad Division. However LIC of India reserves the right to terminate the contract earlier, if services are not found satisfactory.
Notice period for termination of Agreement	One month (1)if LIC of India, Aurangabad Division intends to terminate the Agreement. Three (3) months if the Service Provider intends to terminate the Agreement.
Validity of Bid	180 days from the opening of the tenders

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INSTRUCTIONS TO BIDDERS FOR HOUSEKEEPING SERVICES (OFFICE MAINTENANCE)

1. Bid is Open through GEM PORTAL for GEM registered users only from **24.04.2025 TO 14.05.2025 up to 02.00 PM**

2. The last date for submission of duly filled in tenders (both technical and financial bids along with EMD amount of **Rs269000 /-,(Rs. Two Lakh Sixty Nine Thousand Only)** if applicable is **14.05.2025 upto 02.00 PM** through GeM Portal. The tenders received after the last date and time mentioned above will be termed as LATE and will not be considered. LIC of India is not responsible for any late submission caused at GEM portal in uploading the bids by the Service Provider.

3. The Offers i.e. Technical Bid and Financial must be submitted through GeM Portal at the same time giving full particulars in the prescribed formats separately. Technical Bid (as per Annexure A) is to be submitted with related documents. **EMD of Rs.269000/- (Rs. Two lakhs sixty nine thousand only)** By Demand Draft/Bankers Cheque drawn at any Nationalized Bank in favour of LIC of India Payable at Aurangabad..

Financial Bid (as per **Annexure B**): Rate of wages per person per month for 8 hours/4 hours duty, administrative charges etc duly completed and signed with Seal. 4. a) The duly filled in and completed tender should be submitted through GEM Portal into the Beneficiary

The Sr Divisional Manager,
LIC Of India Divisional Office, Jeevan Prakash Adalat Road
AURANGABAD – 431005

The technical bid will be opened through GEM Portal on **14.05.2025 at 2.00 pm.**

Conditional bids will be summarily rejected.

b) After scrutiny of the technical bids, in order to satisfy itself about the nature and quality of services rendered by the tenderer, LIC of India may depute its Officer (s) or authorized representative to visit the Institute/Establishments mentioned by the bidder.

Besides, LIC of India may also arrange for verification of any document/ testimonial submitted by bidder in support & compliance of technical criteria as laid down in the tender document as well to verify the administration procedures followed to remit statutory payments of man power etc. at the Bidders given location of Registered office in Maharashtra State. It will be mandatory for the bidder to extend full cooperation to LIC of India so that necessary verification is completed without any delay. In case the bidder fails to cooperate or where after verification it is revealed that bidder does not meet with the criteria as laid down in the Tender Document, then his bid would be considered as non-responsive and their financial bids will not be processed and considered and EMD will be forfeited.

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5.The Bids are operated in Two Packet method in GeM Portal.

6.The financial bid and technical bids of the bidders will be opened simultaneously in the GEM Portal and if more than one **L1** are there, we propose to go for random selection on the Gem Portal i.e. computerized draw, as per one of the option available on Gem Portal.

7.The EMD of other bidders (excluding successful bidder) shall be refunded without any Interest on the amount deposited within 30 days from the date of final decision on awarding the contract.

8.Successful Tenderer must deposit Security deposit for **Rs.13,43,000 /- (Rupees Thirteen Lakh Forty Three Thousand only)**

In the form of Demand Draft/Bankers Cheque drawn on any of the Nationalized Bank in Favour of Life Insurance Corporation of India, payable at AURANGABAD within 10 days of Receipt of the communication about the selection as successful Tenderer/Bidder and the Same amount will be refunded within 2 months without interest after expiry of the Tender Term on satisfactory performance of the Agreement. EMD of successful bidder may be adjusted towards Security Deposit.

In case the lowest **L1** bidder refuses to sign the agreement within the prescribed time, a notice shall be served to him by giving seven days time to fulfill the conditions and sign the agreement, failing which his EMD amount lying/retained with us shall be forfeited without any further correspondence and he will be deemed to have abandoned the work.

9.The following documents should be enclosed with the Technical Bid:

- a) Certificate of Registration under Companies Act, 1956/2013/ Partnership deed with proof of registration of firm/Individual Firm. Valid Certificate of Registration under Maharashtra State Shops & Establishment Act.
- b) Copy of the PAN Number (Service Provider) as allotted by the Income Tax Department (Individual PAN for Proprietorship and for Firms/Agency etc. Firm/Company PAN should be submitted).
- c) Certificate of the Labour License/Statutory Licenses as required by Central or State Govt. Act.
- d) Copy of the GSTN Registration
- e) Copy of the E.P.F. registration
- f) Copy of the E.S.I. registration
- g) Copies of last 03 years I.T.RETURNS/Balance Sheets & Revenue A/C having a turnover of at least Rs. 1 (One) Crore or more.

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- h) An affidavit stating that the applicant is not facing any blacklisting from any establishment of Central Govt. or the State Govt. or the PSU for breach of agreement.
- i) Work orders of existing Major Agreements with large Institutes/PSUs/Govt. Organizations.

10. Non submission of documents referred in Technical Bid/Non disclosure of relevant information or furnishing of incorrect information, documents will suffer disqualification.

11. All the pages of the tender form are to be signed by the bidder. In case of joint ownership, all owners have to sign on all the pages of the bids (Technical and Financial bids). Incomplete bids and Bids lacking in details and without signatures are liable to be rejected.

12. Bidders should note that their tenders will remain open for consideration for a minimum period of 6 (Six) months or 180 days from the date of opening of Technical Bid.

13. It may be noted that no negotiations will be carried out, and therefore most competitive rates should be offered.

14. In case of identical lowest bid by more than one bidder, the selection will be made by running Gem Portal Option (Computerized Draw).

15. The Service Provider may preferably be in the profession for at least 3 years and should have Clients who are PSU/Banks/Government Bodies/reputed private firm.

16. The Service Provider should have Registered Office in Maharashtra State and its Branch office in Aurangabad city. Having 3 years of Operational Experience in Maharashtra State.

The Bidder should be based in Maharashtra State. The Office Premises of the Bidder / Tenderer should be in Maharashtra State (Attach self-attested photo-copy of proof). The Registered Office of Bidder in Maharashtra state should have necessary staff and infrastructure to attend all the administrative aspects of hiring manpower. The Contractor should have the necessary valid licence under Maharashtra shops and Establishment Act, 1948.

17. The Service Provider may preferably be on the approved panel of at least one reputed organization in Maharashtra State. the Contractor should have a current ongoing contract in Maharashtra State as at 31.12.2024 and proof to be enclosed.

18. The Agency is required to provide its NEFT details along with the tender documents.

19. Canvassing in any form will disqualify the tenderer.

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20. The short-listed Service Provider will be informed in writing or telephonically by the Corporation For arranging their office inspection if required.

21. The Service Providers are advised to inspect the premises where the services are required to be offered and assess for requirements themselves before submission of the tender. The prospective Bidders may interact with the LIC Officials of OS/ESTATE Dept DO, Aurangabad during office hours only to understand the existing infrastructure and facilities, existing deployment pattern of personnel, expected requirements of the Divisional Office and the desired level of services which the Service Provider is expected to render during the contractual period.

22. Any modification/corrigendum to the Tender or extension of Tender submission period shall be uploaded on the website of LIC of India & in Gem Portal and shall not be published in NEWSPAPER.

23. Sr.Divisional Manager,LIC of India, Aurangabad reserves the right to accept any tender or to reject any or all tenders full or part at its sole discretion without assigning any reasons thereof and shall not be bound to accept the lowest Tender. Decision of the Sr.Divisional Manager is final.

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GENERAL TERMS & CONDITIONS

The terms and conditions along with the instructions will form part of the tender to be submitted by the tenderer to LIC of India, here in after termed as Corporation.

1. LIC Of India, AURANGABAD Divisional Office desires to engage the services of an agency for providing housekeeping services (Unskilled) during working days/working hours and as & when required at the offices/premises at AURANGABAD Divisional Office. and its offices under AURANGABAD Division office. (**As mentioned in Annex. II**). The tentative number of Personnel required is **50**. It may increase or decrease as per requirements of the Corporation during Contractual period.

2. All columns of the tender documents must be duly filled in legibly 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 overwriting or use of white ink is not allowed. The Corporation reserves the right to reject the incomplete tenders or in case where information submitted/furnished is found incorrect.

3. The offer should remain valid at least for a period of 6 (Six) Months or 180 days to be reckoned from the date of opening of technical bid.

4. The bidder should not have been at any time declared insolvent or convicted for any offence and should not have been prosecuted or suffered any penalty for violation of any Labour law or any other law by any court or any other government authority.

5. The bidder should not have suffered at any time any disqualification of any nature not Enumerated here in above to render the housekeeping services.

2. Option Clause: LIC reserves the right to increase/decrease the number of workers over and above the bid.

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3.The bidder must pay salaries to the workers through NEFT from their own resources before 7th of Subsequent month and then claim the same from us after submitting proof of all statutory payments.

4.All the persons employed by the vendor will be made payment for actual days worked by person.

If any person/s is called for work on holidays due to any office exigency, payment will be made to that for such days as per prevailing rates

The Agency shall ensure the compliance of all provisions of Contract Labour Act (Regulation and abolition Act 1970), Minimum Wages Act 1948, Payment of Wages Act 1935, ESI Act, Employees Provident Fund and Misc. Provisions Act, The Child Labour (Prohibition and Regulation) Act 1986 and such other statutory enactments, amended from time to time. Any Rules and Regulations promulgated by the Government and Local Bodies, coming into force that may apply to the contract shall be the Agency's sole responsibility including any liability on account of non-compliance or violation thereof. The Agency shall also comply with all the requirements of laws with regard to provision of labour and ensure that an appropriate license from State/Central Labour Commissioner is obtained.

In the event of any liability of any nature whether relating to statutory compliances or payment of wages or otherwise, is saddled on the Corporation with regard to Personnel engaged and deployed by the Agency Providing Housekeeping services, the Corporation shall be entitled to recover the same from the Security Deposit/running bill held with the corporation. The Agency would undertake to indemnify and to make good the loss to the full extent to the Corporation, failing which the Corporation shall be within its right to take appropriate action in law for recovery of the said amount. It will be the responsibility of the Agency to pay the wages and all statutory amounts and then claim the bill from LIC which will be settled as per terms and conditions of the contract/agreement.

5. It is particularly agreed that “the Corporation” shall in no way be held responsible for any bodily Injuries sustained or death of any employee(s) of the Agency.”The Agency” shall alone be liable to pay all statutory compensations which may be awarded or payable to such employee or his/her dependent. If under any circumstance “the Corporation ”is made liable to pay any such compensation, ”the Agency ”will indemnify/reimburse “the Corporation” in full extent.

6.Uniform is mandatory and should be provided within 15 days of awarding the tender and deployment of personnel.

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7.If the working hours as laid out in the scope of work is not adhered to by the contractor, a penalty of Rs. 500/- per week will be imposed. Recovery of Rs.200/- per day will be imposed for Supervisor not visiting daily.

8.The Agency Providing Housekeeping services shall provide the names, local and permanent addresses, and mobile number if any and the police verification report of the personnel deployed to“ the Corporation”.

9.The applicant should not be a sub-contractor to any other entity/person.

10.Corporation will not issue Identity Cards to the house keeping personnel deployed by the agency and any type of communication from such deployed personnel would not be entertained. The housekeeping personnel will have to carry a valid Identity Card issued by the agency at all time.

11.The Corporation will not be entitled to retain any control, supervision or the manner of their discharge, dismissal or retrenchment of the personnel engaged and deployed by the Agency Providing Housekeeping services. However in case the Corporation is not satisfied with the work of any person deployed by the agency, the Corporation may ask the agency to replace him. The Agency will be responsible for the supervision of personnel and it would provide the name of supervisor with his contact number to the Corporation for supervision purposes. Agency/firm/service provider must take prior approval/consent from Corporation before removing any of the deployed person.

12.In case of failure of the “service provider” to provide the house keeping services on any date, the Corporation will be at liberty to engage the same from any other Service Agency, and the “Service Provider” at default shall make good the expenses incurred for such purpose and also the “Service Provider” shall make good any loss or damage that the Corporation may suffer thereby.

13.No advance payment shall be made against the work order/services.

14.It should be clearly understood and agreed that no relationship of Employer or Employee is created between “the Corporation and the house keeping personnel deployed & providing Housekeeping services by “the Agency.”

15.It will be the responsibility of “the Agency Providing Housekeeping services to pay wages to its Personnel through NEFT on or before the 7th of the following month without fail according to the prevailing rates which shall not be less than the minimum wages approved by Central Government/State Government whichever is higher. The contractor/service provider should also ensure compliance of all the Labour Laws and statutory requirements/ obligation applicable.

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In case of Failure for payment of Salaries on or before 7th of the following Month, a Penalty of Rs.5000/- per Month will be imposed.

16.The Service Provider/Contractor must ensure that the wages to the Workers are paid within the stipulated time period as provided under relevant Rules & Regulations/Law/Statute in force. The Service Provider/Contractor will not link the payment of wages to the workers with settlement of his bills by the LIC of India. The Service Provider/Contractor has to first pay the wages to the Workers and then put up his bill for payment.

17.Payment of bills will be made on monthly basis through NEFT only, provided that the House keeping services provided were/are satisfactory during the month and subject to deduction of Penalty imposed if any, Income tax and other statutory deductions as per terms and conditions of tender/contract. The monthly bill payment will be made subject to the Service Provider/Contractor submitting the attested photo copies of the following documents:

(i) Muster Roll/Attendance sheet of the workers should be signed by the Service provider/ Contractor for the month on the format prescribed in the Contract Labour (Regulation and Abolition Act,1970) along with Contract Labour (Regulation and Abolition)Rules,1971.

(ii) Salary sheet for the month showing receipt of the wages on the format prescribed in the Contract Labour (Regulation and Abolition Act, 1970) along with Contract Labour (Regulation and Abolition) Rules is to be given.

(iii) Deposit Challan showing the individual figure of deposit of contribution of provident fund of Employees and employer's share, with the appropriate authority.

(iv) Deposit Challan showing the individual figure of deposit of contribution of ESI of employees and employer's share, with the appropriate authority.

(v) Receipt and Statement of Bonus paid to the employees(To be Submitted in the following Month after making payment)

(vi) Deposit of contribution of provident fund and contribution of ESI of employees and employer should be with a challan separately for LIC of India. It should not contain the contribution of PF and ESI of employees of other organizations being serviced by the Contractor.

(vii) Salary payment to the workers should be made through NEFT and a copy of the statement sent to the Bank duly acknowledged by the Bank is to be produced to this office. All payments to the agency shall be made by Electronic Fund Transfer only after Tax Deducted at Source (T.D.S.) as per the provisions of Income Tax Act as amended from time to time and a certificate to this effect shall be provided to the agency.

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18. Payment Register containing the signature of representative should be produced at the time of disbursement of wages amount. The Payment Register is to be produced for verification along with the Bills. The Agency will submit copy of Challan as proof of payment made to the Personnel with statement of the Personnel showing deposit of PF and ESI contribution every month with bill without fail. In case of disbursement of wages through e-payment/NEFT, a signed statement must be produced for verification along with bills. Also the Agency shall produce forth with documents in proof of other Statutory compliances .

1.The Service Provider/ Contractor shall raise the invoice/bill and LIC of India agrees to pay such Invoices/bills within 15 working days of receipt and acceptance of the invoice/bill, as per terms and conditions of the tender/contract. All payments to the Service Provider/Contractor shall be made by NEFT subject to deductions, withholding of all applicable, taxes and charges from time to time in force. If any vendor quotes administration charges as 0 (zero), then his tender will be rejected summarily.

2.The Office will have an approximate requirement of around **50** housekeeping personnel and the number may be increased/reduced from time to time as per our requirement. The tenderer should also be able to provide additional personnel at a short notice as and when required on same terms and conditions.

The period of contract is for Two year from the date of approval of the tender with a provision to renew the contract on the same terms and conditions with mutual consent for **third** year. Corporation reserves the right to pre-mature termination of the contract/agreement without assigning any reason there of by giving one month's notice before the expiry of the contract period.

19. (a)Selected Bidder should submit the deed of Agreement/Contract with LIC Of India, AURANGABAD Divisional Office duly executed on an non-judicial stamp paper of Rs 500/- ,as per the draft conditions provided by LIC of India, within 15 days(maximum)of receipt of intimation as above. Failure to sign and non submission of deed of agreement and Security Deposit of **Rs 13,43,000/-** in the nature of Demand Draft OR pay order of Nationalized Bank within 15daysof intimation as above may result in the forfeiture of Earnest Money Deposit and cancellation of selection as successful bidder. However LIC of India at its sole discretion may cancel the tender in full or part and the decision will be final and binding. On signing of the agreement ,the Corporation will issue work order and the Agency shall start its work within the stipulated period informed by the Corporation.

(b) The service provider/vender has to submit the integrity pact on non-judicial stamp paper of Rs 500/- (Five Hundred Only) as per Annexure III.

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(c) If at any stage, it is revealed that documents/certificates/testimonials submitted by the Service Provider are forged or have been manipulated, the work order issued to the Service Provider shall be Cancelled and Security amount deposited with LIC Of India shall be forfeited without any claim whatsoever on LIC OF INDIA and the Service Provider shall be liable for action as appropriate under Relevant laws.

(d) Without Prejudice to any of the rights or remedies under the agreement, if the Service Provider dies Or the firm become nonexistent, LIC Of India shall have the option of terminating the agreement without Compensation to the legal or other heirs of the Service Provider/Firm.

20. In the event of the agency not fulfilling the conditions of the Contract and the work order, LIC of India reserves the right to forfeit the Security deposit placed with the LIC herein above mentioned, in part or in full and to take such other decision as may be required in the interest of the Corporation. The decision of the LIC of India shall be final and binding on the Agency.

21. The Corporation reserves the right to change, add or delete any conditions described above without consent of Service Provider.

22. The Personnel provided by the Agency are required to possess the minimum qualifications :House Keeping (Office Maintenance) : Minimum 8th Class Pass (Desirable) with age at entry between 18yrs(completed) to 55yrs. Manpower engaged by the finalized contractor should preferably reside nearer to the location allotted to him.

23. The corporation reserves the right to Remove/Blacklist Firm/Agency/Organization/Service provider for a period of five to ten years for any deviation from the agreed Terms and Conditions if any activity is observed which is detrimental to the interest of the Corporation. However any order of blacklisting or removal shall be passed after offering a reasonable opportunity of hearing/show cause to the agency concerned.

24. During the CONTRACT PERIOD, if the rate of minimum wages payable to the personnel deployed by the Firm/Agency/Organization/Service provider increases and if the increase extends beyond the above agreed rate, then the Corporation shall increase the above accepted rate to the extent of the difference amount only and the above agreed rate shall be deemed to have been modified accordingly. No other increase in the amount quoted by the successful tenderer shall be entertained on any account during the period of the contract.

25. Agreement Period: The contract for Housekeeping services shall be valid for Two Years from the date of execution of agreement and issuance of work order. After further review and

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evaluation, can be renewed further for one year on the same terms and conditions. However, in case of non performance or bad performance, the agreement may be terminated by the Competent Authority at any time before completion of above period by giving an opportunity. To show cause. The competent authority may also terminate the contract simply by giving one month prior notice or wages in time there of without assigning any reason.

26. The Corporation reserves the right to cancel the contract/rate contract without assigning any reason at any time by giving 30 days notice in advance in case of simple termination of contract/rate contract but in case of breach of the terms of the contract, rate contract may be terminated & the security deposit shall also be forfeited, other action such as black listing may follow.

27. Non-Disclosure of Confidential Information will be the sole responsibility of the Contractor. For this the Agency shall depute persons of good integrity and honesty who will not divulge information in his possession by virtue of his working with the Corporation. Agency shall be liable for any loss caused to the Corporation due to any such wrongful disclosures.

Agency should not have any hidden benefit from the wages of workers. All the salary details should be clearly mentioned and transparent.

28.a) The Agency Providing Housekeeping services shall ensure that all personnel deployed by it shall be efficient, honest, disciplined, courteous, trained and ever ready to attend housekeeping work politely.

b) As maintaining office upkeep is the essence of the house keeping work, selected service provider shall deploy workers to ensure quality work. The successful service provider shall clearly mention the same in the covering letter.

c) To provide proper uniform etc. to all the persons engaged in providing housekeeping services.

d) Regularly training personnel that would be provided so as to keep them abreast with the use of modern techniques of cleaning/sweeping, behavioral training, safety, etc.

e) To ensure immediate corrective actions on receipt of any complaint against the services provided or against any individual deployed by them in the premises of Corporation.

f) All persons engaged by the successful service provider for carrying out the work would be deemed to be successful service provider's employees for all-purpose and he shall make regular and full payment to his employees. No liability /responsibility what so ever on account of persons engaged by the successful service provider is attributable to the Corporation. These persons, engaged by the successful service provider, will not be entitled to claim any kind of employment with the Corporation. Selected service provider has to ensure regular medical check up of all the personnel employed by him/her at his/her cost.

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g) To replace the absent personnel immediately on the same day within one hour of commencement of Office Maintenance duty.

h) None of the personnel of the successful service provider shall enter into any kind of work other than provided under this contract, within the complex.

i) The personnel deployed by the successful service provider shall be of good conduct, character and health. They should be in proper uniform and with identity cards. In case of any complaint against any of the personnel deployed by the selected service provider, Provider is bound to remove such person and arrange for replacement of removed person as and when advised to do so by the Corporation.

The successful service provider shall be solely responsible for the integrity of the personnel deployed. If any of the staff of successful service provider found misbehaving with employees of the Corporation or with any other person in the premises, the service provider shall terminate the services of such persons forthwith.

k) No residential accommodation would be provided by the Corporation to selected service provider and/or to the persons engaged by him.

l) The selected service provider shall not at any time do cause or permit anyone to do or cause any nuisance on the site or do anything which shall cause unnecessary disturbance or inconvenience to the Corporation, employees of the Corporation.

29. The agency has to provide housekeeping services at premises mentioned in Annexure II as per requirement of the office.

30. The agency will carry out all the expectations, instructions, directions etc given from time to time by the Corporation and shall take prompt action when informed of any such trespass.

31. The agency will check their personnel in respect of the attendance /duties/vigilances regularly and will maintain complete records in this regard which shall be made available for inspection by authorized official of the Corporation at all times in the respective buildings/offices.

32. The Agency shall give the duty allocation chart mentioning the names of the personnel deployed at various locations to the Competent Authority one week in advance.

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33. In case of any dispute arising out of the acceptance/agreement, shall be referred to for “Arbitration” to the Sr. Divisional Manager, AURANGABAD Division and his/her decision shall be binding on the firm/ agency /service provider. The firm/agency/service provider shall not raise any question of competence of the Sr. Divisional Manager to act as sole arbitrator.

34. In terms of provision of Section 33(3) of the Insurance Act, 1938, as amended by the Insurance Laws (Amendments) Act, 2014 Insurance Regulatory Authority of India (IRDAI) is authorized to verify all such books of account, register, other documents and the data base in the custody of the contractor/Agency in respect of service out sourced by the LIC of India. It shall be the duty of the contractor/agency to provide such documents/statements/information as may be required by IRDAI within such time as may be specified by the IRDAI.

35. In terms of provisions of Section 33(4) of The Insurance Laws(Amendment)Act 2014, Insurance Regulatory Authority of India(IRDAI)if it considers expedient to do so, may direct any Person here in after referred to as the “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,2014, who may examine under oath any Manager, managing Director or other Officer of the service provider or contractor where the services are outsourced by LIC of India.

36. Any dispute arising out or relating to this tender/agreement shall be deemed to have arisen in AURANGABAD and shall be under adjudications of a Court in AURANGABAD Maharashtra State only.

DECLARATION:

I hereby agree to all the Terms & Conditions mentioned above without any condition what so ever. I also further agree that all the deficiencies will attract penalty and the recovery will be effected without any notice to me.

Signature of the vendor with seal

Place

Date

Name of the vender/service provider



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APPLICATION FORM FOR TENDER (TECHNICAL BID) Annexure-A
PROFIE OF TENDERER

Name of Agency/Firm/Vendor (in BLOCK LETTERS)	
Status of agency: Sole/Proprietorship/Firm/Pvt.co	
Date of incorporation/Establishment	
Correspondence address/phone number/email-id	
Address of head office/phone number/email-id	
Name of partners/directors	
Name of chief executive withi his present address and telephone number/email-id	
Name of Contact person with designation who would be calling on us and attending to our jobs & contact phone number & email-id	
Name of your bankers with addresses & phone numbers. Name of beneficiary (Vendors Name as in bank records) Beneficiary Account number Account type: (Saving/Current etc) Bank Branch: Bank MICR code: Bank IFSC Code Beneficiary's contact number/email-id	

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Total no. of housekeeping staff on roll as on 31.12.24	
PAN Number	
TAN Number	
GST Number	
Registration under MSME/NSIC or the District level authority	
Whether holding certificate under shops & establishment act duly renewed (copy should be enclosed Reg.no.....Date.....	
Licence number under contract labour (regulation & abolition act 1970 & contract labour (regulation & abolition central rules 1971)	
ESI registration number (copy to be enclosed	
PF Registration number (Copy to be enclosed)	
Name of offices where you have carried out work during past 3 years (copies of certificates to be enclosed)	
Name of at least 4 of your valued clients at the present time.	
Average turnover of the agency for last 3 years (copies of IT returns/balance sheets/P/L accounts to be enclosed)	F.Y 2023-2024 F.Y 2022-2023 F.Y 2021-2022
Are you agreeable to abide strictly by the Terms and Conditions of the tender contract.	
Particulars of EMD	Amount of EMD: DD/Bankers cheque number: Date: Drawn on:

Attested Copies of all the above documents must be attached along with Application Form

Note: Please type this form or fill it legibly in ink. If space provided is in sufficient, please type or write the replies on a separate sheet giving appropriate question number and attach it to the form. All the pages application form and documents submitted must be signed with seal.

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DECLARATION

I/We..... request Life Insurance Corporation of India, AURANGABAD Divisional Office, AURANGABAD , to consider my/our application and tender for the above mentioned category. We agree with all terms and condition and to give full satisfaction to the Corporation in the event of their doing so.

Dated at.....this.....day of ,2025

Signature with Seal
Name & Designation

Note: The Corporation reserves the right to cancel the tender in full or part of the firm/Agency/Service provider at its absolute discretion without as signing any reason.



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ANNEXURE-I

Financial Bid for Housekeeping Services

Quote rate as per minimum wages rules.

Sr.no.	Specification of housekeeping staff	Duration of duty hours	Rate per housekeeping staff per month inclusive of minimum wages, EPF,ESI & Administrative/service charges but excluding GST
1	Housekeeping staff (sweeping & cleaning) Unskilled	8 hours	For “B” Area For “C” Area

Note: Bifurcation of rate mentioned in the coloumn D above should be given in the under mentioned format taking into account minimum wages approved by the central/state Government whichever is higher (copy of latest Notification to be enclosed) for basic rates and variable dearness allowances payable to employees employed in employment of sweeping & cleaning (Unskilled Workers) in area “B” & area “C” as follows.

Sr.no.	Components	For offices in Aurangabad “B” area	For offices at other locations “C” area
		Charges for one unskilled person per month for 8 hours	Charges for one unskilled person per month for 8 hours
1	Minimum wages(26 days)@ For Area “B”- For Area “C”-		
2	Statutory Liability		
3	PF+EDLI+PF Admin.Charge @ 13.00% of Minimum wages		
4	ESI @ 3.25% of Minimum wages		
5	TOTAL		
6	Administrative/service charges fixed per person per month (minimum 3.85% per month)		
7	GRAND TOTAL		

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*Administration charges will remain fixed irrespective of any increase/decrease in the rates of wages throughout the tenure of the Agreement.

*Administration /Service charges should not be 0(zero) at any cost. Tenders quoting administration charges / service charges as 0(zero) will be rejected.

Minimum Wages shall be based on the prevailing rate as per Central Govt./State Govt. Act (whichever is higher) as on 01.04.2025 (Pl attach the relevant Government Notification.) However, the companies are free to pay more but not less. EPF, ESI, and BONUS contribution if any, etc to be paid for workers engaged by the Service Provider shall be responsibility of Service Provider and are to be paid as per statutory provisions and applicable laws & rules.

Prevailing Min. wages applicable as on 01.04.2025 are as follows.

1) "B" class city :-Rs.674/- (Basic + VDA)

2) "C" class city :-Rs.541/- (Basic + VDA)

The Administrative /Service Charge rates quoted shall be inclusive of cost of uniform, training, other benefits payable to the persons to be deployed and other overheads, profits etc. and taxes if any (other than GST) what so ever payable.

- Adherence to statutory requirements is sole responsibility of the Service Provider.
- Payment will be done as per actual number of days worked during the month.
- For every six days one day off should be given.
- The rates quoted shall be inclusive of all these including cost of uniform, training, other overheads, gratuity, profits etc., and taxes whatsoever payable and given in service charges.
- Adherence to statutory requirements is sole responsibility of the company.
- Payment will be done as per actual days worked.
- The Wages are for 8 working hrs. However, in some places we may require services for 4 hrs only, in such cases, the wages and all other benefits will be halved.

1) Proof of remittance of PF /ESI/GST will be produced by vendor every month while submitting the bill for the following month, failing which the payments will not be made. Further a Penalty of Rs.1000/- per month will be imposed for non uploading of GSTR 3 B in the relevant web site which is Mandatory and non providing of GSTR 1 to Divisional Office, AURANGABAD.

2) Payment Register containing the signature of our representative will be produced at the time of disbursement of wages amount. The Payment Register is to be produced for verification along with the Bills.

In case of disbursement of wages through e-payment/NEFT, a signed statement, acknowledged by the bank must be produced for verification along with bills

3) Uniform is mandatory for all Personnel on duty, failing which penalty of 2% of total bill may be imposed.

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

Date:

Name:

Designation: Address:

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Check list of attested copies of documents to be enclosed along with the Technical Bids:

- 1 Agency Registration/ Incorporation certificate
- 2 Whether holding certificate under Shops & Establishment Act, duly renewed (Copy should be enclosed)
- 3 License under Contract Labour (Regulation & Abolition) Act, 1970 & Contract (Regulation & Abolition) Central Rules, 1971.
- 4 Status of the Firm (Individual/Sole Proprietor/Partnership/Company and related Document copies.
- 5 Proof for PF Registration number
- 6 Proof for ESI Registration Number
- 7 TAN Copy
- 8 PAN (Individual Card in case of Proprietorship OR Firm's PAN card in other cases)
- 9 Copy of Registration Certificate of GST
- 10 Income tax returns for the past 3 financial years
- 11 Audited Final Accounts for the last three financial years (with copies of IT returns)
- 12 Details of organizations where you are providing House Keeping services currently, with Nature of duties & period of contract in Maharashtra State area of which one must be PSU along with work order.
- 13 Registration under MSME/NSIC Act or the District level authority.
- 14 Affidavit as per Annexure-III
- 15 Address proof of registered office in Maharashtra State .
- 16 Cancelled cheque for NEFT

(SIGNATURE OF VENDOR WITH SEAL)

ANNEXURE III

AFFIDAVIT

(To be given on stamp paper of Rs.500/-)

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 has floated a tender for appointing House Keeping Services and in respect of the same, I / we being one of the Bidders, confirm that I / We strictly follow various laws as mentioned in para 4 of General Instructions and other pages of this tender.

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

I / We state that Life Insurance Corporation of India has considered my / our bid on the basis of the statement made by me /us in this Affidavit. I / We further state that non- compliance of any provisions, being a statutory requirement, any 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.

Signed before me Notary

Signature of the Vendor NAME / DESIGNATION AND

SEAL OF THE FIRM / COMPANY

Date:



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ANNEXURE-II

Office Name	Location	Area code	Housekeeper (08 Hrs)
LIC of India, “Jeevan Prakash” Aurangabad Division office premises (including Guest Houses)	Aurangabad	B	10
LIC of India 982 BO	Aurangabad	B	02
SO CLIA	Aurangabad	B	01
SO Waluj	Waluj, Aurangabad	B	01
LIC of India “Jeevan Suman” Building premises. 98D BO	Aurangabad	B	02
LIC of India “Jeevan Suman” Building premises. 98K BO	Aurangabad	B	01
LIC of India 95J BO,	Aurangabad	B	03
SO Garkheda	Aurangabad	B	01
LIC of India 98G BO	Aurangabad	B	02
RMF Godown	Waluj, Aurangabad	B	02
SO Paithan	Paithan	C	01
LIC of India 98E branch	Sillod, District- Aurangabad	C	01
LIC of India 95F branch	Vaijapur, District- Aurangabad	C	01
SO Kannad	Kannad, Tq:Vaijapur, dt. Aurangabad	C	01
LIC of India “Jeevan Jyoti” Building	Beed, District: Beed.	C	01

premises. 983BO			
SO Georai	Georai, Dt.Beed	C	01
LIC of India "Jeevan Jyoti" Building premises. 95E BO	Ambejogai, District: Beed.	C	02
SO Parli Vaijnath	Parli Vaijnath, Dt.Beed	C	01
LIC of India 98M branch	Majalgaon, District- Beed.	C	01
LIC of India "Jeevan Jyoti" Building premises. 945 Branch	Latur, District: Latur.	C	04
LIC of India 98H branch	Latur-District-Latur.	C	01
SO AUSA	AUSA	C	01
LIC of India 94H branch	Udgir, District- Latur	C	01
LIC of India 98C branch	Nilanga, District- Latur.	C	01
LIC of India "Jeevan Jyoti" Building premises. 98F BO	Ahmedpur, District: Latur.	C	01
LIC of India "Jeevan Jyoti" Building premises. 946 BO	Osmanabad, District: Osmanabad	C	02
SO Tuljapur	Tuljapur	C	01
SO Omerga	Omerga, Dt.Osmanabad	C	01
LIC of India 98A branch	Kallam, District- Osmanabad	C	01
SO Bhoom	Bhoom	C	01
		TOTAL	50

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BID SECURITY DECLARATION

I, UNDERSIGNED, HEREBY DECALRE THAT, I AM ACCEPTING THAT IF WE WITHDRAW OR MODIFY OUR BID CONDITIONS DURING PERIOD OF VALIDITY, ETC, WE WILL BE SUSPENDED FOR THE TIME SPECIFIED IN TENDER DOCUMENTS.

DATE:-

PLACE:-

SIGNATURE OF VENDOR WITH SEAL



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ANNEXURE-VI

LIST OF PRESENT AND PAST CLIENTS DURING LAST THREE FINANCIAL YEARS

(Please give complete details as per the following format along with the Experience Certificate issued by clients / organizations to whom services were provided during the last three Financial Years 2021-22, 2022-23, 2023-24. This information provided will facilitate evaluation of Technical Bid)

Financial Year	Name of the Organization with complete postal address located in the state of Maharashtra mentioning Govt. Body/ PSU/ Public Company/Reputed Institutions	Name and Designation of the Contact Person with Telephone No./ Mobile No./ E-Mail ID	Nature of Work & Contract period	Number (No.) of Workmen provided	Total Value of the work awarded (Rs.)

NAME OF AUTHORISED PERSON

SIGNATURE WITH STAMP

CONTACT NUMBER

E-Mail ID:

DATE:

ANNEXURE-IV

CERTIFICATE REGARDING TURN-OVER OF TENDERER DURING THE LAST THREE FINANCIAL YEARS

I / We, M/s _____ the Bidder/ Tenderer for providing Maintenance Personnel/ Housekeeping Services on CONTRACTUAL BASIS, hereby confirm that the minimum Annual Turn-Over of the firm/ company in each of the last three financial years i.e. 2021-22, 2022-23, 2023-24 is Rs. 1 Crore (ONE Crore.) or more than Rs.1 Cr. The financial year-wise break-up and average turn-over for the last three years is given hereunder:-

Sl. No.	Financial Year	Annual Turn-Over for the year (Rs)
1	2021-22	
2	2022-23	
3	2023-24	
Average of the above 3 years		

SIGNATURE & SEAL OF THE TENDERER

CERTIFICATE BY CHARTERED ACCOUNTANT

I / We, _____, Chartered Accountant, certify that the figures regarding Annual Turn-over and Average Turn-over for the above stated financial years in respect of Ms. _____ are true and found correct as per their Books of Accounts and other related records.

SIGNATURE & SEAL OF THE
CHARTERED ACCOUNTANT

ANNEXURE-V
CERTIFICATE REGARDING NUMBER OF WORKERS ON THE ROLLS AS ON 31-12-2024

I / We, M/s _____, the Bidder /Tenderer for providing Housekeeping Services on CONTRACTUAL BASIS to Life Insurance Corporation of India, Aurangabad Division hereby confirm that the total number of Workmen on my / our roll as on 31/12/2024 is (No.in figures)._____. The site / firm / contract-wise break-up of Workman provided to Firms / Clients are as under:

Sl.No.	NAME OF FIRM / COMPANY TO WHOM SERVICES ARE PROVIDED	ADDRESS OF FIRM / COMPANY	NUMBER OF WORKERS PROVIDED AS ON 31/12/2024
GRAND TOTAL			

SIGNATURE & SEAL OF THE TENDERER

Certified that the figure regarding number of Workmen on the roll of Mr./ M/s. _____, the Bidder / Tenderer for providing Housekeeping Services on CONTRACTUAL BASIS as mentioned above is true and found correct as per their Books of Accounts as on 31/12/2024.

SIGNATURE & SEAL OF THE CHARTERED ACCOUNTANT

PRE CONTRACT INTEGRITY PACT

General:

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on..... day of the month of2019. , 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 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 any be further extended at the discretion of the BUYER.
- (vii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (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):

Sri Arun Chandra Verma, IPS (Retd.) Flat no. C 1204, C Tower, Amrapali Platinum Complex, Sector-119 Noida (U.P) e-mail id- acverma1@gmail.com

Sri Jose T. Mathew, IFS (Retd.), House no. 37/930, Ebrahim Pillai Lane, Via Kakkanad, Thrikkakara-682021 Dt. Ernakulam, Kerala e-mail id- itmat507@gmail.com

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

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

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

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

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

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

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

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

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

7. Facilitation of Investigation:

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

8. Law and Place of Jurisdiction:

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

9. Other Legal Actions:

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

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

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

10. Validity:

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

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

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

BUYER
Name of the Officer:
Designation
Deptt.

BIDDER
CEO:

Witness

1.....

1.....

2.....

2.....

(Note: Bidder/Seller/Service Provider
Stores/equipment/item/service
Bidding process/ bid evaluation/process of availing services

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