



**LIC OF INDIA,
OS DEPARTMENT, EAST CENTRAL ZONAL OFFICE,
“JEEVAN DEEP” BUILDING, 5th FLOOR,
EXHIBITION ROAD, PATNA-800001,
email-id ecz_eos@licindia.com**

TENDER FEE: Rs.1180/-

EARNEST MONEY DEPOSIT: Rs.2,00,000/-

LAST DATE & TIME OF SUBMISSION OF TENDER: 07.06.2019 BY 01.30 PM

DATE & TIME OF OPENING OF TECHNICAL BID: 07.06.2019 AT 03.00 PM

DATE & TIME OF PRE-BID MEETING: 27.05.2019 AT 11.30 AM

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

भारतीय जीवन बीमा निगम, पूर्व मध्य क्षेत्रीय कार्यालय, कार्यालय सेवा विभाग "जीवनदीप, ५वा तल्ला, एक्जिजिविशन रोड, पटना: ८०० ००१.

LIC of India, East Central Zonal Office, OS Department, 5th floor, "Jeevan Deep" Building, Exhibition Road, Patna-800001,

Email-ecz_eos@licindia.com Tel. No- 0612-2501100

(to be read as ecz underscore eos @ licindia.com)

(Ref.: ECZ/OS/Tender/ Attendant And Caretaker Services) /2019-20/01 Dated 17.05.2019)

Tender Documents For Providing Attendant And Caretaker Services On Contractual Basis for East Central Zonal Office Departments, "Jeevan Deep" Patna, "Jeevan Jyoti" Building, Patna and other offices located at Patna.

Please check that total number of Pages is 32(Thirty two only)

Each Page of the Tender Document must be Signed & Stamped by the Bidder/Tenderer before submission

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



भारतीय जीवन बीमा निगम, पूर्व मध्य क्षेत्रीय कार्यालय, कार्यालय सेवा विभाग “जीवनदीप, ५वा तल्ला, एक्जिबिशन रोड, पटना: ८०० ००१.

LIC of India, East Central Zonal Office, OS Department, 5th floor, “Jeevan Deep” Building, Exhibition Road, Patna-800001,

Email-ecz_eos@licindia.com Tel. No-0612-2501100

PART-A - NOTICE INVITING TENDER

Life Insurance Corporation Of India, East Central Zonal Office, PATNA (hereinafter referred to as “The Corporation”) invites Sealed Tenders under two-bid system from reputed, licensed organizations /Agencies who are providing Attendant/ Helper/Office Boy & Caretaker services in offices & Guest Houses in any organization/ Government/Public Sector undertaking/Private organizations of repute etc for its “Jeevan Deep” office & “Jeevan Jyoti” guest house situated at Exhibition Road, Patna as also other offices located at Patna.

Reputed agencies having an operational office in Patna, with at least five years experience can apply. Schedule for the tender process is as given below.

Tender Notification Number and Date	01 / 2019-20 dated 17.05.2019
Tender Fee inclusive of GST ### (non refundable) To be sent in technical bid envelope	Rs.1180/- (Rupees One thousand one hundred eighty only)
Earnest Money Deposit ### To be sent in technical bid envelope	Rs.2,00,000/- (Rupees Two Lac only)
Date, Time and Place for submission of Tender Documents***	Time - 10.30 am to 01.30 pm Date - From 17/05/2019 to 07/06/2019 Place – As mentioned below
Time, Date and Place of Opening of Tender (Technical Bid) Document	Date – 07/06/2019 Time – 03.00 pm ONWARDS Place – As mentioned below
Pre Bid meeting with Bidders	Date – 27/05/2019 Time - 11.30 AM Place – As mentioned below

Tender Fee and EMD to be deposited in the form of Demand Draft /Pay Order drawn in favour of “ LIC OF INDIA” payable at Patna with tender in separate envelopes super-scribed” TENDER FEE FOR ATTENDANT AND CARETAKER SERVICES ” & “EMD FOR ATTENDANT AND CARETAKER SERVICES” respectively to be put in sealed cover-1 containing the technical bid.

*** Tender document is to be downloaded from Corporation’s website from the link: www.licindia.in/Tenders.

Place (for submission of Tender/opening of Technical Bid/Pre Bid meeting):

OFFICE SERVICES DEPARTMENT,
LIC OF INDIA,
EAST CENTRAL ZONAL OFFICE
“JEEVAN DEEP” BUILDING, 5th FLOOR,
EXHIBITION ROAD, PATNA-800001

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

The downloaded tender form must be complete in all respects and dropped in the tender box placed at the above mentioned address strictly within the dates and time mentioned as above along with all tender documents and two Demand Drafts/Pay Orders of Rs.2,00,000/- (Rupees Two lakh only) and Rs.1180/- (Rupees One thousand one hundred eighty only) drawn in favour of "LIC OF INDIA" payable at Patna towards the Earnest Money Deposit (EMD) and Tender Document fee respectively as mentioned earlier.

The tenders received after the last date and time of submission as mentioned above shall be rejected.

All the PARTS (A TO F) are part of this tender and shall be duly signed by authorized representative of the Bidder.

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

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

Decision of the Corporation will be final, conclusive and binding on the Bidder/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.

Any future clarification and/or corrigendum(s) shall be communicated through LIC website www.licindia.in/Tenders.

Regional Manager (E&OS)

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

PART B – GENERAL RULES AND INSTRUCTIONS TO BIDDERS

Life Insurance Corporation Of India, East Central Zonal Office, Patna (hereinafter referred to as “The Corporation”) invites tenders from reputed, licensed organizations / Agencies having an operational office in Patna for providing Attendant and Caretaker Services for its office at “Jeevan Deep” & any other office located at Patna & Guest House at “Jeevan Jyoti” buildings situated at Exhibition Road, Patna for a period of 2 Years (Twenty Four Months) from the date of awarding contract extendable by one more year depending upon the experience and on the same rates, terms and conditions at the discretion of Competent Authority of the Corporation.

1. Tender should be dropped in Tender Box placed at LIC OF INDIA , East Central Zonal Office , Patna at the following address in a sealed envelope bearing address:-
“Secretary , Office Services Department , LIC of India, East Central Zonal Office, 5th floor, “Jeevan Deep” Building, Exhibition Road, Patna-800001.”
2. The last date and time for submission of tender is 07/06/2019 up to 01.30 PM. The tenders (Technical Bids) will be opened on the same day i.e. 07/06/2019 at 03.00 PM onwards. The venue of opening of Technical tender will be same as given above. i.e. LIC of India, East Central Zonal Office, OS Department, 5th floor, “Jeevan Deep” Building, Exhibition Road, Patna-800001. The Technical Bids will be opened in the presence of the Bidder or their authorized representatives. The Tenders received after 01.30 PM on or after 07/06/2019 will not be entertained and shall be rejected forthwith. Decision of the Corporation in this regard will be final, conclusive and binding on the Bidders and the Corporation takes no responsibility for any delay whatsoever for submission of tender after due date and time given here above.
3. Tender fee (inclusive of GST) is Rs.1180/- (Rupees One thousand one hundred eighty only) which is non refundable. The tender form is to be downloaded from website of the Corporation-
www.licindia.in/Tenders.
4. The bid shall be valid for a period of 120 days from the last date of opening of the tenders.
5. The tender shall be submitted in two parts i.e. Part-I (Technical Bid) and Part- II (Financial Bid). Tenders must be submitted in sealed Cover-I, which should be super scribed with the words “Tender for ATTENDANT AND CARETAKER SERVICES - Technical Bid” (Strictly as per PART E) containing all the certificates / information / documents, Tender fee, Earnest Money deposit and in sealed Cover-II, which should be super scribed with the words “Tender for ATTENDANT AND CARETAKER SERVICES - Financial Bid” strictly as per format given in PART F. Sealed Cover-II containing the Financial Bid will be opened after short listing of Bidders based on the Technical Bids. Sealed Cover-III :This is a Master cover containing the above two covers (Sealed Cover-I & Sealed Cover-II) of Technical Bid and Financial Bid and this sealed cover III should be super scribed with the words “TENDER FOR ATTENDANT AND CARETAKER SERVICES” Cover-III shall bear the address as given below :-

The Secretary,
Office Services Department, LIC of India, East Central Zonal Office,5th floor, “Jeevan Deep” Building,
Exhibition Road,
Patna - 800001.

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

6. Those Technical bids which are found to be in order i.e. satisfying all the stipulated conditions for Attendant and Caretaker contract shall be short-listed and financial bids of only such short-listed bidders will be opened.
7. LIC of India reserves the right to call for missing / additional requirement / clarification or otherwise from the Bidder at the time of analysis of the bids received in response to this notice.
8. Any conditional offer / tender shall not be considered.
9. Any modification in the tender after opening date shall not be considered.
10. The Bidders should read and understand all the terms and conditions of the Tender before applying as the submission of the tender shall be deemed to signify the acceptance of the terms and conditions of this tender along with Annexure(s) and the successful Bidder shall sign and execute a Contract subsequently which shall be inclusive of the terms and conditions as set forth in PART-E (TECHNICAL BID) of this Tender.
11. The Bidder should be a registered body for providing Attendant and Caretaker services having valid requisite license.
12. Experience in Attendant services mentioned in this tender means experience in Office Boy / Helper / Attendant like services.
13. The Bidder should have at least five years experience for providing Attendant /Caretaker services in any Government /Public Sector undertaking / Any organization of repute with at least one existing work order as on date of submission of tender in the said organizations providing Attendant and Caretaker services through a minimum number of 20 Attendants in the state of Bihar.
14. Contract will be awarded to bidder quoting lowest rate (L1) as per serial number 10 & 11 of the financial bid (Part F) after fulfilling statutory requirements. In case of identical financial bid resulting in tie for L1 quote, evaluation criteria as per table A will be done.. In case of further tie as per Table A again, contract will be awarded to bidder having highest average turnover in last three financial years i.e 2015-16 , 2016-17 & 2017-18 between the bidder who are tied.
15. Contract of both the services will be awarded to single bidder only. Administrative charges will remain fixed for entire period of contract including extended period, if any.
16. Please note that in addition to the signature at the bottom of each page of the tender document, signature of authorized representative with Name / Designation with Seal of the agency/firm (& witness wherever mentioned) is also required on page number 16 , 22 , 28 29 & 30. Signature of bidder is also required on financial bid page 31 & signature with name, designation address and seal is required on page 32 of financial bid.
17. **Bidders are requested to put serial number on all the pages . Documents should strictly be submitted in order as mentioned in page 23. Additional documents , if any, to be annexed after the documents mentioned in page 23. Index of all the documents submitted by the bidder mentioning page number should also be submitted on the front page. If documents are not found in order , tender may not be considered.**
18. The bidder, after submitting of the tender, is permitted to withdraw, the tenders in writing without forfeiture of Bid Security/EMD, provided these are received duly sealed and marked like the original tender, up to the date and time of receipt of the tender. Any such request received after the prescribed date and time of receipt of tenders will not be considered. No bid may be withdrawn in

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the interval between the deadline for submission of bids and expiration of the period of bid validity. Withdrawal of a bid during this period will result in forfeiture of the bidder's bid security (EMD) and other sanctions

TABLE-A

Sl.No	Information	Criteria for Bidder	Marks Alloted
1.	Average Annual Turnover for the last three years.(i.e 2017-18, 2016-2017 & 2015-2016)	<ul style="list-style-type: none"> • Equal to or > 4 Cr • 3 Cr to < 4 Cr • 2 Cr to < 3 Cr • 1 Cr to < 2 Cr 	4 3 2 1
2.	Experience in Providing Attendant Services (Date of work order in financial year will be counted as one year for the year in which it is allotted. If work order is for more than one year, it will count for number of years it is completed.)	<ul style="list-style-type: none"> • 8 years and above • Between 7 to less than 8 years • Between 6 to less than 7 years • Between 5 to less than 6 years 	4 3 2 1
3.	Number of Existing Clients with individual work order of 20 or more attendants	<ul style="list-style-type: none"> • 4 and Above clients • 3 clients • 2 clients • 1 client 	4 3 2 1
4.	Nature Of Experience in Attendant Services with single order of 20 or more attendants	<ul style="list-style-type: none"> • Only in reputed Private Sector • Only in Government Sector or only in Public Sector • Both In Government & Public Sector • In Government , Public Sector & private sector. 	1 2 3 4

Documents for Table A should be submitted along with technical bid and should be listed in point number 15A & 15B. Documents submitted later on will not be considered for evaluation of Table A.

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19. The average Annual Turnover of the company during last 3 financial years should be at least Rs.100 Lakhs per annum.
20. Satisfactory service certificates should be enclosed from any one of the bidder's existing major clients with details of contact person, Address, Telephone No. email etc.
21. 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 city of Patna. The Contractor shall ensure that none of his employees are paid salary / wages which are less than the prescribed amount under the Minimum Wages Act 1948 by the Government of India or by the State Government or any other Authority constituted by or under any law, whichever is higher, for the category of workers employed by them from time to time. The Bidder should comply with various provisions of Contract Labour (R & A) Act 1970 and Central Rules 1971 and should enclose the copies of the following:
 - a. License from Labour Commissioner to employ contract labour under the Contract Labour Act.
 - b. Registration certificate under Employees Provident Fund Act.
 - c. Registration under Employees State Insurance Act.
 - d. Latest Income tax clearance certificate, if any and PAN Card of the Contractor.
 - e. GST registration Certificate.
 - f. Copies of Audited Balance Sheets for the past 3 years.The Bidder should not be black-listed by any office of LIC of India or any other establishment on date of submission of tender. The Bidders should have adequate resources for providing Attendant and Caretaker service under jurisdiction of LIC of India, ECZO, Patna.
22. The Bid shall be signed by a person or persons so authorized by the Bidder. In case, the Bidder is a Company, the officer so authorized by the Company shall sign the Bid and affix the seal of the company.
23. While discharging the duties, the bidder shall be responsible for any injuries to persons, damage done by persons deployed by him and shall rectify it at his own cost.
24. Exemption of Tender fees and Earnest Money will be given only to the MSME/NSIC registered bidders. Exemption of tender fee & EMD will only be given to the holder of certificate of Registration under Micro Small and Medium Enterprises Development Act.2006. Also bidders claiming exemption from EMD & Tender fee need to mention Entrepreneur Memorandum number & produce copy of Acknowledgement of Entrepreneur Memorandum or single point registration certificate. In case MSME is owned by SC/ST Entrepreneurs, attested true copies of SC/ST certificate issue by District Authority needs to be submitted.

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

PART C – GENERAL CONDITIONS OF CONTRACT

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

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8. The Contractor shall be responsible for any loss due to theft / pilferage / damage caused in the course of performance of duties to the Corporation's property including fittings, furniture, fixtures or any other equipment(s). The Corporation shall assess the amount payable by the Contractor towards damages / loss / theft / pilferage and the same shall be recovered by the Corporation from the monthly payment to be made to the Contractor and or from security deposit.
9. The Attendants and Caretakers deployed by the Contractor should be healthy, neat and clean. They should display good conduct & courteous behavior. They should be in proper uniform and should be provided photo identity cards by the Contractor at his own cost.
10. In case of any complaint against any of the Attendants or Caretakers deployed by the Contractor, he shall remove such person immediately and arrange for replacement of removed person within 24 hours. The person(s) so removed should not be deployed again or allowed to work in the premises of LIC of India.
11. 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 be responsible for all the consequences. Besides, the Corporation shall be at liberty to lodge complaints before appropriate authorities.
12. No residential accommodation shall be provided by the Corporation to Contractor and / or to the Attendants or Caretakers deployed by him.
13. The contract shall be for a period of Two years initially. However, the same may be extended by one more year subject to satisfactory performance and approval of Competent Authority.
14. The Contractor shall make payment to his personnel as per Minimum Wages Act only by electronic mode for semiskilled category in case of Caretakers and unskilled category in case of Attendants. Monthly payments to the Contractor will be made only after submission of certificate mentioning names of Attendants and Caretakers, amount paid, name of the bank and bank account number. The names mentioned should only be of those who were actually deployed as Attendants or Caretakers by the contractor to provide Attendant or Caretaker Services to the Corporation. 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.
15. All work must be carried out to the entire satisfaction of the Corporation. If the standard of services is not maintained to the satisfaction of the Corporation, appropriate penalty will be imposed and the same will be deducted from the monthly bill and / or Security Deposit.
16. **Personnel required:**
 - i. Locations for Attendant (unskilled) Services requirements are "Jeevan Deep" office or any other office located at Patna and for Caretaker (semi skilled) service are "Jeevan Jyoti" Guest House situated at Exhibition Road, Patna, for which requirement of Attendants is 22 & requirement of Caretakers is 3 to carry out respective Attendant and Caretaker jobs. Corporation has the right to increase or decrease the requirement of Attendants or Caretakers and also may decide whether Attendants or Caretakers services are required or not at any location. The Attendants or Caretakers so deployed by the contractor are expected to carry out Attendants or Caretakers job and other related Misc work as deemed fit by the Corporation. Assessment of Attendants or Caretakers requirement is only to provide an equal footing to all the bidders so that they have equal weightage on this factor. This tender must not construed as a tender for deployment of Attendants or Caretakers. It is also reiterated that this tender is inviting offers to providing

Attendants and Caretakers services and not for deployment of Attendants or Caretakers.

- ii. The outsourcing of the Attendants and Caretakers are purely on temporary basis. The duty hours will be limited to 8(eight) hours for each Attendants and Caretakers. No Attendant and Caretaker should be permitted to work for two shifts continuously. No Attendant and Caretaker will be permitted to work for more than 48 hours in a week.
 - iii. The attendants/caretakers deployed by the Contractor are expected to provide services as per terms of the contract and their services may also be utilized for any other work related to Attendants and Caretakers such as meetings, conferences or any other day to day work in different department or locations in Patna. In addition to the schedule of various activities that are required to be carried out as mentioned in Part D - scope of work, it should also be ensured that all the Attendants and Caretakers are available for carrying out any Attendants or Caretakers activities that may arise intermittently.
 - iv. The Attendants and Caretakers deployed by Contractor for required jobs should be of sound mind & major with age not more than 50 years.
 - v. If necessary, the Attendants and Caretakers deployed by the Contractor may also be called upon to perform any other duties in addition to those explicitly stated in this tender. The Contractor shall ensure due compliance of such instructions, issued from time to time, by authorities of the Corporation.
 - vi. Complete details of the Attendants and Caretakers deployed daily by the Contractor shall be maintained by Contractor and made available for verification as and when demanded by the Corporation.
 - vii. The Contractor shall not deploy any relative(s) of any serving/retired/resigned/deceased employee(s) of the Corporation for providing Attendant and Caretaker services.
17. Responsibilities of the Contractor would be as under:-
- i. To provide disciplined, courteous, trained and quality personnel ever ready to attend to their work politely.
 - ii. The Contractor shall ensure excellent standards of service.
 - iii. Attendants and Caretakers deployed by the Contractor shall be required to display their photo identity card issued by the Contractor.
 - iv. It shall be the responsibility of the Contractor to provide all benefits, remuneration & amenities prescribed under any applicable law to the Attendants and Caretakers deployed by him.
 - v. The Contractor shall be responsible to maintain all Registers, Records and Accounts required for the compliance of any and all statutory provisions / obligations.
 - vi. The Contractor should ensure that his employees do not smoke while working in the premises of the Corporation. They will also not indulge in drinking alcohol or any other intoxicants. They will not consume drugs and eat pan / khaini / tobacco etc. They will not play cards or indulge in gambling in the complex.
 - vii. The Contractor shall comply with the feed-backs, if any, given to it by Official of Corporation.
 - viii. All complaints received during normal working hours should be attended to as early as possible. No complaints should be left unattended / postponed.

18. The Contractor shall:
- i. Provide proper neat and clean uniform to all the Attendants and Caretakers deployed by him for providing services and ensure that the same is worn by them during the course of their duties in the premises.
 - ii. 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.
 - iii. Arrange and pay for the Policy under the Public Liability Insurance Act, 1991 and insure and keep insured all materials which are or have been declared to be hazardous under the notifications issued or that may be issued from time to time under the above Act or any rule framed there under.
 - iv. Obtain Insurance Policy of adequate value in respect of all Attendants and Caretakers deployed by him for providing services, towards meeting the liability of compensation arising out of death, injury, disablement of work etc. and shall pay premiums regularly as when the same shall become due during the currency of the Contract.
 - v. Be obliged to continue providing the services on the same terms and conditions as provided in the Contract, till such time as CORPORATION, is able to make any alternative arrangement or CORPORATION has agreed in writing to allow the Contractor to discontinue earlier.
 - vi. 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.
19. Nothing in this tender shall be deemed to create any Partnership, Joint Venture, Agency between CORPORATION and the Contractor or their representatives and employees and nothing herein shall deem to confer on any party, any authority to incur any obligation or any liability on behalf of the other party. The Contractor is an independent entity and not an employee, agent, associate or authorized representative of Corporation. The Contractor is not authorized to undertake any obligation or liability in the name of or on behalf of Corporation whatsoever.
20. The Contractor & the workers deployed by him at the Corporation's Premises shall maintain confidentiality of any information in their possession during their deployment in the premises of the Corporation & thereafter.
21. In case the Contractor fails to fulfill his obligations for any day to the satisfaction of the Corporation, for any reason whatsoever, the Contractor shall pay damages commensurate to the nature of loss / damages from a minimum of Rs.2000/- (Rupees Two thousand only) per day to any appropriate amount depending upon LIC's discretion for the entire number of such days and Corporation shall without prejudice to their rights and remedies including termination of Contract, be entitled to deduct such damages from any amount payable to the Contractor.
22. Upon expiry of the Contract or termination of the Contract, the Contractor and his Attendants and Caretakers shall vacate the premises and handover the same in good working condition.

23. The bidder is required :-

1. To enclose photocopies of the following documents duly self attested along with the Technical Bids failing which their bids shall be summarily rejected.
 - a. Registration certificate with Labour Department
 - b. Copy of PAN/GIR card
 - c. Copy of Income Tax Returns filed for the last three financial years
 - d. Copies of EPF certificate
 - e. Copy of ESI certificate
 - f. Copy of GST Registration
 - g. Copy of Shop and Establishment License
2. To have the necessary license under Bihar Shops and Establishment Act, 1948.

24. The bidder shall give an Affidavit on stamp paper of Rs.100/- that they are complying with the provisions pertaining to various Acts as amended from time to time as mentioned below. It will be the sole responsibility of the Contractor to abide by the provisions of the following Acts as to the workers deployed by him for performance of the service.

- a] Child Labour Abolition & Rehabilitation Act, 2006
- b] Workmen Compensation Act 1923
- c] Labour & employment Act 1972
- d] Industrial Employment (Standing Orders) Act 1946
- e] Contract Labour (Regulation & Abolition) Act 1970
- f] The Minimum Wages Act 1948
- g] Employees' Provident Fund Act 1952
- h] The Employees' State Insurance Act 1948
- i] The Payment of Bonus Act, 1965
- j] Any other Act or Legislation which may govern the nature of Contract.

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

26. All the bidders shall execute and submit Integrity Pact on stamp paper of Rs.100/- as per Annexure A in this tender document. **This document has to be submitted with the technical bid failing which the tender will not be considered.**

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

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

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

29. PAYMENT TERMS:

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

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

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

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

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

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30. TERMINATION:

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

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

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

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

31. DISPUTES & DIFFERENCES:

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

32. SECURITY DEPOSIT:

The selected Contractor will have to remit security deposit of 10% of estimated value of the contract (contract value is approx. Rs 1.00 cr). The amount will be kept interest free with the Corporation for the entire period of the contract. The Security Deposit shall be refunded within a period of two months from the date of expiry or termination of contract (whichever is earlier) provided there are no defects or loss or

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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.

33. The Contractor shall remit ESI and EPF contribution of all his Attendants and Caretakers regularly to ESI Corporation and P.F. Authorities respectively and furnish the proof of the same every month to the Corporation. If it is found at any time that ESI and EPF contributions in respect of his employees are not being deposited, L.I.C. of India reserves the right to utilize the amount of Security Deposit for the same or from the amount payable to the said contractor.
34. 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.
35. PROVISIONS OF SECTION 33(3) and 33(4) OF THE INSURANCE ACT, 1938 AS AMENDED BY THE INSURANCE LAWS (AMENDMENTS) ACT, 2015:

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

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

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

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

AUTHORISED SIGNATORY

NAME / DESIGNATIONS & SEAL OF THE FIRM/ CONTRACTOR/COMPANY

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

PART D - SCOPE OF WORK

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

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

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

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

2. Scope of Work of Caretaking Services at LIC Guest House at "Jeevan Jyoti"

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

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

PART E – TECHNICAL BID

(To be submitted in a sealed cover super scribed as “Technical Bid for Attendants and Caretakers Services for East Central Zonal Office Departments, “Jeevan Deep” Patna, “Jeevan Jyoti” Building, Patna
Tender No- ECZ/OS/Tender/ Attendants and Caretakers Services/2019-20/01

1. Name of the Firm / Contractor / Company :
(attach certificate of Registration)
2. Date of establishment :
3. Name of the Proprietor/ Director of the Firm / Contractor / Company :
4. Full Address of Registered Office :
 - 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. *EPF Registration No. :
11. *ESI Registration No. :

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12. *GST REGISTRATION NUMBER :

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

13. Details of Application fee and EMD

Details of Demand Draft	Application fees of Rs. 1180/-	EMD of Rs.2,00,000/-
Demand Draft / Pay Order No.		
Date of Demand Draft / Pay Order		
Name of Issuing Bank		
Branch Of Issuing Bank		
Address of Issuing Bank		

14. *Turnover of the Company /Partnership Firm/ Proprietorship for the Financial Year 2015-16, 2016-17 & 2017-18 (Please attach a copy of audited Balance Sheet and Profit & Loss Account for all the three years.) :

Sr.No.	Financial Year	Turnover
1	2017-18	
2	2016-17	
3	2015-16	

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15. A. Work Experience of Bidder in the field of Attendants /Caretakers Service: (Attach Proof)
(Please see point no. 13 of part B)

Sr.No	Name of the Client	Specify whether Financial organization, Government /Public Sector undertaking /Private organizations	Since when Service is provided (.2011-12 onwards)		Annual contractual amount of Attendant/Caretaker services with number of Attendants/Caretaker (In lacs)	
			From (mention date)	To	Number	Amount

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

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

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

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

* Attach self attested photocopies of certificates/statements.

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

DECLARATION

I, _____ Son / Daughter / Wife of Shri.

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

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

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

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

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

Signature of Authorized person

Date: -

Full Name: -

Place: -

Seal:-

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

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 Deptt.
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 the statement of Bank Account of the Firm/ Contractor/ Company for the last 6 months (Financial Year 2017-18).
9. Certified copy of Balance Sheet and Profit & Loss Accounts for last 03 years as mentioned.
10. Attested Copy of last 3 years IT Returns filed by Firm /Company (FY 2015-16, 2016-17 & 2017-18)
11. Separate sheet in reply to question no. 15 A & 15 B of Technical Bid in the given format with additional details about contact person/s.
12. Certified Document in support of entries in column no 15 A & 15 B of Technical Bid.
13. 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.
14. Duly filled Integrity Pact as per format provided in Annexure A on stamp paper value of Rs. 100.
15. Affidavit as per Annexure B (Please see page 31)
16. Satisfactory certificate of at least one firm.
17. Additional documents if any to be annexed thereafter.

All the documents 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 page number 16 , 22 , 28 29 & 30. Signature of bidder is also required on financial bid page 31 & signature with name and designation is required on page 32 of financial bid.

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

PRE CONTRACT INTEGRITY PACT**Annexure A**

General: (to be submitted with technical bid on stamp paper of Rs.100 duly signed & witnessed)

This pre-bid pre-contract Contract (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 East Central Zonal office at "Jeevan Deep" Building, Exhibition Road, Patna-800001. (hereinafter called the "BUYER" which expression shall mean and include, unless the context otherwise requires, his successors in office assigns) of the First part. And M/s represented by Shri..... .

(hereinafter called the "BIDDER /SELLER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second part.

WHEREAS the BUYER proposes to procure Attendants and Caretakers services for two locations namely "Jeevan Deep" and "Jeevan Jyoti" building under its jurisdiction and the BIDDER/Seller is willing to offer/has offered the Attendants and Caretakers services for the two locations.

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export Contractor, 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 services at a competition price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS 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:-

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, 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 appropriate "CVO" any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

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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 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.

3. 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:-

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 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. 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 owner of the Contractor/ firm /company providing Attendants and Caretakers Services and has not deployed 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 officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

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

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

3.9 The BIDDER/Contractor will not commit any offence under the relevant India penal code (IPC) /Provision of corruption (PC) act .Further 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 employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in section 6 of the Companies Act 1956.

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.

4. Previous Transgression

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.

The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money Deposit/ Security Deposit:

- i. While submitting commercial bid, the BIDDER shall deposit an amount Rs.2,00,000/- (Rupees Two lac only) as Earnest Money Deposit with the BUYER & Successful bidder shall deposit 10% of contract value Being Security Deposit & these amounts to be remitted in the form of Demand Draft in favour of LIC OF INDIA payable at Patna.
- ii. The Earnest Money / Security Deposit shall be valid up to the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
- iii. In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of sanctions for Violation shall be applicable for 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.
- iv. No interest shall be payable by the BUYER to the BIDDER on Earnest Money/ Security Deposit for the period of its currency.

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

Sanctions for Violations:

- A. 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 recover all sums already paid by the BUYER, and in the case of an Indian BIDDER with interest thereon at 2% above the prevailing Prime Lending Rate of State Bank of India. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - v) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/recession and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - vi) To debar the BIDDER from participating in the future bidding processes of LIC for a minimum period of five years which may be further extended at the discretion of the BUYER.
 - vii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - viii) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
 - ix) 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.
- B. The BUYER will be entitled to take all or any of the actions mentioned at para 6.A to 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.
- C. 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 convulsive on the BIDDER. In all cases of dispute the matter will be referred to Zonal Manager, LIC OF INDIA, East Central Zonal Office, Patna and his decision will be final and legally binding on the contractor.
6. 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.

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

7. Law and Place of Jurisdiction:

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

8. 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.

9. Validity

The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is earlier. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

10. Should one or several provisions of this Pact turn out to be invalid; the remainder of this pact shall remain valid.

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

BUYER

BIDDER

Name of the Officer:

Designation

Witness

1.....

1.....

2.....

2.....

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

Annexure – B

AFFIDAVIT

(To be given by the bidder on stamp paper of 100/- 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, East Central Zonal Office, PATNA has floated a tender for Attendants and Caretakers Services and in respect of the same, I/ we being one of the Bidders, confirm that

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

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

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

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

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

Signature of the Bidder

NAME / DESIGNATION AND SEAL OF

THE FIRM / COMPANY

Date

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

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 Agency Date:

With seal

* Please attach copy of cancelled cheque with this form

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

PART F – FINANCIAL BID	Page-1
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(To be submitted in a sealed cover super-scribed as “Financial Bid for Attendants and Caretakers Services for East Central Zonal Office, “Jeevan Deep” & Guest House at “Jeevan Jyoti”, Patna)

Tender No: ECZ/OS/Tender/ Attendants and Caretakers Services/2019-20/01

We have gone through details of terms/conditions & scope of work and nature of services to be provided. Accordingly, we submit herein below the financial bid having regard to the General Terms and Conditions, number of Attendants and Caretakers to be deployed, scope of work & locations.

Rates mentioned below should be given in the under mentioned format, taking into account minimum wages/EPF/ESI approved by the Central Government/State Government whichever is higher (applicable w.e.f. 01.04.2019) for basic rates and Variable Dearness Allowance (VDA) payable to Attendants (Unskilled) and Caretakers (Semi skilled) for area “B”

Serial Number	Cost Factor (per person) (All items except serial number 7, 9 & 10 to be quoted in absolute terms i.e Rupees and paise maximum up to four places of decimals without rounding off and not in percentage mention amount in words in serial number 11)	Area “B”	
		Column I Attendant	Column II Caretaker
1	Wage including VDA (per person for 8 hours duty i.e. one day) =G		
2.	Wages including VDA per person for 8 hours duty) *26 (for 26 days=H		
3	EPF @13% of H(in exact decimals without rounding off)=I		
4	ESI @ 4.75% OF H (in exact decimals without rounding off)=J		
5	Bonus for 26 days on H (Basic + VDA) @8.33% (in exact decimals without rounding off)=K		
6	Total L=(H+I+J+K)(in exact decimal without rounding off))		
7	Administrative Charge (minimum 4% of H) rounded off to next rupee=M		
8	Total(L+M) (In figures) (in exact decimal without rounding)=N		
9	N as mentioned in serial number 8 to be rounded off to next rupee =O (In figures)		
10	Grand Total (Column I +Column II of O i.e serial number 9) In Rupees only (In numeric)		
11	Grand Total (Column I +Column II of O i.e serial number 9) in Rupees only =Q(In words)		

Signature of Bidder with seal

Continued on next page....

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

RATES

1. The rate per person per day for 8 hours duty.
2. The minimum wages/EPF/ESI to be quoted should be as on 01.04.2019
3. Present rate of wages including VDA as on 01.04.2019 is Rs. 487 for unskilled and Rs.551 for semiskilled.
4. The rate shall be inclusive of all Taxes excluding GST. The GST shall be payable as per the prevailing Govt. rules & regulations.
5. The final rates as in serial number 10 & 11 shall be inclusive of all statutory / mandatory charges as per the prevailing Govt. rules & regulations
6. The rates quoted shall not be less than the minimum wages approved by Central/State Government whichever is higher. (If found less tender will be rejected)
7. All other statutory benefits other than those specified in the document should be included in the Administrative Charges which should be inclusive of charges for providing Identity cards, uniform or any other item/s required for rendering Attendants and Caretakers services as per terms and conditions of the contract.
8. **Administrative charges will remain fixed for entire period of the contract including extended period, if any.**
9. L1 will be decided as per serial 10 & 11 of Financial Bid page Number 1 & contract of both the service will be awarded to single bidder only.
10. Billing and payment will depend on actual number of persons deployed & actual number of days of working of each Attendant and Caretaker.
11. Payment of applicable minimum wages for actual Attendants and Caretakers deployed & administrative charges will be made on production of documentary evidence of payments to the Attendants and Caretakers deployed by the contractor including PF/ESIC/BONUS etc.
12. In case the figures mentioned in numeric and words differ, the figures mentioned in words will be taken into consideration.
13. In case of any revision of minimum wages by Statutory Authority, corresponding revision in the minimum wages will be applicable.
14. The financial bid price , as indicated in the financial bid submission form, shall be read out on the spot. However, it shall be clearly stated that the financial bid prices would be arrived at after detailed scrutiny / correction of arithmetical error in the financial bid. Merely becoming the lowest bidder prior to financial bid scrutiny will not give any right to the lowest bidder to claim that he is successful in the bidding process. The successful bidder L1 shall be decided only after following due procedure of financial scrutiny .

Signature Of Bidder with seal

Name of the Agency

Name of signatory:

Designation:

Address of Office:

Date.....

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