



**JEEVAN PRAKASH BUILDING, SRIKRISHNA PETH, NEAR DUFFERIN HOSPITAL, AMRAVATI.
444603. Ph.Nos.0721- 2660489, Email id: os.amravati@licindia.com**

TENDER NO: AMC.05/2023-24

TENDER DOCUMENT FOR PROVIDING HOUSEKEEPING SERVICES AT AMRAVATI DIVISIONAL OFFICE AND BRANCHES / SATTELITE OFFICES SITUATED IN AMRAVATI, AKOLA, YAVATMAL, BULDHANA AND WASHIM DISTRICT.

Cost of the Tender: Rs. 500/- Plus GST@ 18% (Five Hundred Rupees Plus GST@18%)

Date of issue: 16.02.2024

Last date of submission: 01.03.2024 (up to 03.30 PM)

Signature of the vendor with seal



**JEEVAN PRAKASH BUILDING, SRIKRISHNA PETH, NEAR DUFFERIN HOSPITAL, AMRAVATI.
444603. Ph.Nos.0721- 2660489, Email id: os.amravati@licindia.com**

TENDER NOTICE

Life Insurance Corporation of India, Amravati Divisional Office, intends to hire the services of Agencies / firms / organizations / Vendors for House Keeping Services for its premises at LIC of India, Amravati Divisional Office, **JEEVAN PRAKASH BUILDING, SRIKRISHNA PETH, NEAR DUFFERIN HOSPITAL, AMRAVATI.444603** and its **branches in Amravati, Akola, Yavatmal, Buldana and Washim Districts.**

For complete details and tender documents please contact the OS Department, Amravati D.O. at the above address between 10.30 AM to 3.30 PM or log on to **www.licindia.in** and click on to Tender HOUSEKEEPING SERVICES AT AMRAVATI DIVISIONAL OFFICE AND BRANCHES / SATTELITE OFFICES SITUATED IN AMRAVATI, AKOLA, YAVATMAL, BULDHANA AND WASHIM DISTRICT under the link Tenders.

The prescribed applications forms are also available (Tender fee Rs.500/- Plus 18% GST) non refundable- can be deposited at our cash counter or through DD}} on the address given below:

**LIC OF INDIA,
OS DEPARTMENT,
JEEVAN PRAKASH BUILDING,
SRIKRISHNA PETH,
NEAR DUFFERIN HOSPITAL,
AMRAVATI. 444603.
Ph.Nos.0721- 2660489.**

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

Period of issue of Tender will be: 16/02/2024 to 01/03/2024 up to 3.30 PM

Last date for submitting bid documents will be 01/03/2024 up to 03.30 PM

Office hours Monday to Friday 10.00 AM to 5.30 PM, (Office will remain closed on Saturdays, Sundays and Public Holidays).

Date: 16/02/2024

Place: Amravati

Sr Divisional Manager

(Signature of vendor with seal)



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Serial Number of Category	Name of the Category
01	Housekeeping services (Sweeper cum Attendant)

On Contractual Basis for its office at Amravati Division, it's Branch Offices and Satellite Offices' as per locations mentioned in Annexure II.

Please check that total number of pages of the Tender Document is **40 (Fourth)**.
Each page of the Tender Document must be Signed & Stamped by the Tenderer before submission.

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Scope of Work for Housekeeping Services

A. The successful Bidder will have to provide Housekeeping services to LIC of India, Amravati Division for its **JEEVAN PRAKASH BUILDING, SRIKRISHNA PETH, NEAR DUFFERIN HOSPITAL, AMRAVATI-444603** premises and also for the **Branch Offices and Satellite offices** (as mentioned in annexure II) by deploying their personnel to the satisfaction of LIC of India, Amravati and its mentioned branches offices in consistency with LIC of India standards and instructions issued by appropriate LIC of India officials from time to time.

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 an Identity card by the Service Provider.** The Service Provider will have to engage suitably trained personnel to carry out the following Services mentioned for Divisional Office Amravati premises and its mentioned Branch offices and Satellite Offices including Staff Quarters (as per Annexure II).

1. Sweeping and mopping of all floors, passages, staircases, reception area and external area on all floors two times daily and as per special directions issued by authority.
2. Sweeping and mopping of all office areas including cabins, Meeting Halls and attached toilets on all floors one times daily and as per special directions issued by authority.
3. Emptying of all dustbins and collection of garbage of all the floors and also cleaning of dustbins and its disposals outside premises as per Government guidelines.
4. Cleaning of all Gents & Ladies toilets, places adjacent to water coolers, Aqua guard twice a day. Cleaning of wall tiles, window glasses of toilets, taps, fixtures, buckets, mugs and staircases corners etc one time on a daily basis.
5. The service provider will have to undertake regular inspection of the mentioned premises, toilets and ensure necessary cleaning. Problems related to plumbing, breakage, leakages etc should be brought to the notice of the designated official of OS Department.

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6. Daily sweeping of parking area and premises of the said Division Office, Branch Offices and Satellite Offices before 10.00 AM, collection and proper disposal of garbage (dry & wet) out of office premises etc on day to day basis.
7. Special weekly cleaning and dusting of tables, chairs, wooden and glass partitions, washing of Dustbins. Through Cleaning of windows including window glasses, Window panes, sofas, racks, steel cabinets and cupboards tops etc of all the concerned floors and the cabins. Weekly washing of the parking area, preferably on Sundays. Dusting of fans, tube lights and fittings on weekly basis. Sweeping and mopping of the Store rooms, Stationery room and cleaning of cobwebs, storage racks weekly. Regular cleaning of Terraces of Office and staff quarters.
8. Regular cleaning of Drainage / sewage pipe lines within Office /Staff Quarter premises.
9. Any other work related to above and as instructed by the authority from time to time.

The cleaning schedule should commence from 8:00 A.M. to 4:00 P.M., (in case of 8 hrs) and from 8:00 A.M to 12:00 PM (in case of 4 hrs). Cleaning must be done with Vacuum Cleaner wherever necessary

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TENDER SCHEDULE

Name of Service	Providing Housekeeping services at various offices/premises of Amravati Divisional Office and for its Branch Offices and Satellite Offices as mentioned in Annexure II
Tender documents	Tender forms will be issued on payment of (Rs. 500/- Plus GST) in cash as non-refundable tender fees at, LIC OF INDIA, OS DEPARTMENT, JEEVAN PRAKASH BUILDING, SRIKRISHNA PETH, NEAR DUFFRIN HOSPITAL, AMRAVATI - 444603. Ph.Nos.0721- 2660489, , from 16.02.2024, from 10:30 AM to 01.03.2024 up to 03:30 PM. Tender forms may also be downloaded from our website www.licindia.in by clicking on Tender for Housekeeping services for offices under Amravati Division under the link Tenders. The Firms/Agencies/Companies having registration under NSIC/MSME will be eligible for exemption from tender fee.
Earnest Money Deposit	Deposit EMD of Rs.50, 000/-(Fifty Thousand Rupees Only) (Interest free) by Pay order / Demand Draft in favour of LIC of India, payable at Amravati should be enclosed along with the Technical Bid. The Firms /Agencies / Companies having registration under NSIC/MSME will be eligible for exemption from EMD.
Pre-bid meeting	A pre bid meeting of the tenderers will be held on 22/02/2024 at 11.00 AM at LIC OF INDIA, DTC / CONFERENCE HALL, JEEVAN PRAKASH BUILDING, SRIKRISHNA PETH, NEAR DUFFERIN HOSPITAL, AMRAVATI. Pin Code: 444603. Modification/amendment in the tender conditions if any consequent to the pre bid meeting shall be published by way of corrigendum in our website under the heading Tenders and will be the part of Tender Document.
Date of issue of Tender last date of issue of Tender	16.02.2024 (from 10.30 AM to 03.30 PM) 01.03.2024 up to 03.30 PM
Last date of submission	01.03.2024 up to 03.30 PM
Date and time of opening the Technical Bid	04.03.2024 at 11.00 AM
Date and time of opening the Financial Bid	Shall be intimated later on.
Contract period	Two year term, which can be renewed on the same terms and conditions for Third year if the performance of the service provider is found satisfactory to LIC.
Notice period for termination of contract	One month When LIC intends to terminate the services. Three months When the agency intends to terminate the contract.
Validity of Bid	90 days from the opening of the tenders.

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INSTRUCTIONS TO BIDDERS (FOR HOUSE KEEPING SERVICES)

1. The tender forms will be available from 16.02.2024 to 01.03.2024 between 10:30 AM to 3:30 PM on week days (n Excluding Saturday, Sundays and other public Holidays) on payment of Rs. 500/-Plus 18 % GST, i.e. (Rupees Five hundred Plus 18% GST) in cash at the cash counter of Amravati Division Office or DD drawn on any Nationalized/Scheduled Bank in favour of Life Insurance Corporation of India payable at Amravati, from the office at the above address. **The Account Code for Payment of Tender fees will be 114018 and for GST will be 111855 (CGST) and 111856 (SGST).** Receipt showing miscellaneous receipt no. will be issued through the cash Section of Accounts Department. For the tender forms downloaded from website, DD for Rs 500/- Plus 18 % GST (non-refundable) payable at Amravati to be enclosed along with Technical Bid towards the cost of tender application.
2. The last date for submission of filled in tenders (both technical and financial bids along with EMD amount) is 01.03.2024 up to 03.30 P.M. **The offers received after the last date and time mentioned above will not be considered.**
3. The filled in tenders for the said category should be submitted at the OS Department, Amravati Divisional Office addressed as under:
The Sr Divisional Manager , LIC of India, Jeevan Prakash Building, Shrikrishna Peth, Near Duffrin Hospital, Amravati, Pin Code: 444603.
4. The technical bid will be opened on 04.03.2024 at 11:00 AM in the presence of bidders or their authorized representatives who may like to be present. The authorized representative must bring an authority letter from the bidder. Only properly sealed tenders will be opened. **Unsealed or improperly sealed tenders are liable to be rejected. Conditional bids will also be summarily rejected.**

After scrutiny of the technical bids, in order to satisfy itself about the nature and quality of services rendered by the bidder, 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. 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 or has misquoted any information, then the bid would be considered as non-responsive and the financial bids will not be considered.**

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The envelope containing EMD shall be opened simultaneously with the opening of technical bid and the EMD will be encashed (accounted for) into account of the Corporation. The financial bids of only those bidders, whose offers are found suitable to the Corporation, will be opened at a later date. The date of opening of financial bids will be intimated to qualified vendors.

The tender form consists of the following documents:

- i) Instructions to bidders and Terms & Conditions.
- ii) Technical Bid.
- iii) Financial Bid.
- iv) EMD and Tender Fee

The offers are to be submitted in Two Bid systems, i.e., Technical Bid and Financial Bid.

5. **Envelope I** shall contain all the required information called for in the questionnaire and shall contain, inter alia, the details regarding the agency/firm viz., Name of the agency/firm, address, status of the agency/firm, registration no. etc. (other than the price). The Technical bid shall be submitted in sealed cover (Marked Envelope – I) super scribing as “Technical Bid for Housekeeping services at Amravati Division”. The envelope shall contain the addressee’s details and details of the bidder also.

6. **Envelope II** shall contain only financial details i.e., rate per person, Charges per months for 8-hours duty and 4 hours duty (City Category wise) and other financial implications. **All Taxes statutory and mandatory i.e. GST/ other taxes etc. will be quoted separately.** The Financial Bids will be placed in the sealed cover (Marked Envelope – II) and super scribed as “Financial bid for Housekeeping services at Amravati Divisional Office and its Branch offices and Satellite Offices” as mentioned in Annexure II. **This Envelope must be sealed properly. Open/Unsealed envelop will be rejected.**

7. **Envelope-III** will contain DD for EMD amount of Rs.50, 000/- in the form of Demand Draft in favour of” Life Insurance Corporation of India” payable at Amravati and the Miscellaneous Receipt of the tender fee of Rs.500/-+ GST @ 18% (Total Amount Rs.590/-), Super scribing as “Earnest Money Deposit and Tender Fee for Housekeeping services for offices at Amravati Division & its Branch Offices and Satellite Offices”.

8. **Envelope IV** shall contain all the above three envelopes (i.e. Envelope I, Envelope II and Envelope III). (Envelope – IV) shall be properly sealed and submitted to the OS Department at the address given above before the last date and time specified in Tender Schedule for submission. The Envelope IV must be super scribed with “**Tender for Housekeeping services, for offices at Amravati Division & its Branch Offices and Satellite Offices**”.

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8. In case the tender form is downloaded from the Corporations web site, the non refundable tender fee of Rs.500/-Plus GST 18% (Rupees Five hundred Plus 18% GST) shall be remitted in the form of DD drawn on any nationalized/Scheduled Bank in favour of **Life Insurance Corporation of India** payable at Amravati.

09. Refund of EMD: - EMD shall be refunded as under:

- A) EMD of all disqualified Vendors /Bidders shall be refunded within one months' time after scrutiny and submission of Technical Assessment Report by the Relevant Committee/Competent authority.
- B) EMD of other bidders (except successful bidder) shall be refunded within one month's time after opening of Financial Bids/declaration of successful bidders.
- C) EMD shall not earn any interest.

*** EMD of successful bidder may be adjusted against the amount of Security Deposit.**

*** In case the successful 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.

Sr Divisional Manager, Amravati Division will be the competent authority to refund / forfeit the EMD amount. LIC of India, Amravati, Divisional Office, will inform the successful bidder, by letter sent through Courier/Registered Post/E-mail, along with a draft contract for the above services.

10. Successful bidder must deposit Security Deposit in the nature of performance guarantee @ **5%** of the Contracted Value through DD/Bank Guarantee through scheduled/Nationalized Bank in favour of Life Insurance Corporation of India payable at Amravati within 15 days after communication of selection as successful bidder and the same amount will be refunded without interest after expiry of the Tender Term on satisfactory performance of the Contract.

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

- a) Certificate of Registration under Companies Act, 1956/Partnership deed with proof of registration of firm/Individual Firm, all duly registered under the Maharashtra Shops & Establishment Act.
- b) Copy of the PAN no., 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 Licence/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 & Profit & Loss Statements, Revenue Account having a turnover of 50 Lakhs for last three years.
- h) An affidavit stating that the applicant is not facing any blacklisting from an establishment of Central Government or the State Government or the PSU for breach of agreement.

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12. Non disclosure of relevant information or furnishing of incorrect information, documents will attract disqualification.

13 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.

14. Tenderer should note that their tenders will remain open for consideration for a minimum period of 90 days from the date of opening of Technical Bid.

15. The financial bids will be opened only if at least two Technical Bids are found suitable. In any case single Financial Bid shall not be opened.

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

17. In case of identical lowest bid by more than one bidder, the selection will be made by giving priority to the agency having more turn over. In case more than one bidder quoting the lowest identical price then decision will be taken on the basis of the agency having highest turnover for the year 2022-23.

18. The Agency/firm/service provider must have an establishment / office at Amravati city at the time of Contract. They should presently have at least 01(one) client who are PSU/Banks/Government Bodies/reputed Pvt. Firm.

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

20. The firms/Agency that is on our panel is also required to apply a fresh, if interested.

21. If the firm/Agency is registered under MSME/NISC Act; valid Certificate to this effect must be attached.

22. The tenderers 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 Dept DO, Amravati 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.

23. LIC of India reserves the right to accept any tender or to reject any or all tenders at its sole discretion without assigning any reasons thereof.

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General Terms and conditions for Housekeeping Services:

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

1. LIC of India, Amravati Divisional Office desires to engage the services of an agency for providing Housekeeping services as per specified time and as & when required at the offices /premises at Amravati Division Office and its Offices under Amravati Division. (As mentioned in Annexure II). The tentative number of Personnel required may vary between **36-40**.
2. Tender which is received on account of any reason whatsoever including postal delay etc. after the expiry of time and date (i.e. 01.03.2024 up to 03.30 PM) fixed for submission of tenders, shall be termed as "LATE" tender and will not to be considered. Such tender shall be returned to the concerned party without opening the same.
3. All vendors are requested to send/ submit the tender documents (Technical Bid, EMD and Financial Bid) duly filled in with the relevant documents /information in the Tender Drop Box in the OS Department, at the address, The Sr. Divisional Manager, LIC of India, Amravati DO, OS Department, Amravati 444603.
4. 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.**
5. In case the space in the tender document is found insufficient, the vendors may attach separate sheets.
6. The offer should remain valid at least for a period of 90 days from the date of opening of "Technical Bid".
7. There should not be any deviation in Terms and Conditions as have been stipulated in the tender documents. However, in the event of imposition of any other condition, which may lead to a deviation with respect to the terms and conditions as mentioned in the tender document, the vendor is required to attach a separate sheet marking "List of deviations".

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8. The Technical bids will be opened on **04.03.2024 at 11.00 AM** in the presence of tenderers or their respective authorized representative at our above office. All tenderers or their authorized representatives are advised in their own interest to be present on that date, at the specified time. The authorized representative must bring an authority letter from the bidder.

9. Corporation reserves the right to accept or reject any or all the tenders without assigning any reason thereof.

10. Canvassing in any form will disqualify the tenderer.

11. The short-listed agencies/firms will be informed in writing by the Corporation for arranging their office inspection.

12. All payments to the successful vendor shall be made by NEFT only.

13. The Agency, i.e. the successful bidder 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, Payment of Wages (Amendment) Act 2019, ESI Act (1948), Employees Provident Fund and Misc. Provisions Act (1952), The Child Labor (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 EMD/ Security/ running bill held with the corporation. The Agency would undertake to indemnify and to make good the loss to the 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 to its employees / workers before 7th of every month irrespective of the settlement of the bill from LIC which will be settled as per terms and conditions of the contract/agreement.

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14. It is particularly agreed that “the Corporation” i.e. LIC of India, Amravati Division 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.

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

- a. The personnel must be in uniform on all working days, failing which 1% to 5% of total bill may be imposed /deducted as penalty.
- b. If the schedule as laid out in the scope of work is not adhered to by the contractor, a penalty of 200/- per day will be imposed.
- c. Recovery of 100/- per day for supervisor not visiting periodically for inspection of the marked premises.

16. The Agency Providing Housekeeping services shall provide the names, local and permanent addresses, and mobile no if any and the police verification report of the personnel deployed to “the Corporation”.

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

18. Corporation will not issue Identity Cards to the housekeeping 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.

19. The Corporation will not be entitled to retain any control, supervision or as regards the 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 should provide the name of supervisor with his contact number to the Corporation for supervision purposes.

20. In case of failure of the “service provider to provide the housekeeping 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.

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

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

23. 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. The contractor/service provider should also ensure compliance of all the Labour Laws and statutory requirements/obligation applicable.

24. 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. Payment of bills will be made on monthly basis through NEFT only, provided that the Housekeeping services provided were/are satisfactory during the month and subject to deduction of Penalty imposed if any as per terms and conditions of tender/contract. The monthly bill payment will be made subject to the Service Provider/Contractor submitting the attested photocopies of the following documents:

(i) Muster Roll/Attendance sheet of the workers 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.

(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.

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(vii) If in any case payment to worker is made by cheque, then a copy of Bank account statement of previous month showing debit of wages/benefits in favour of workmen should be submitted every month with the bill by the Service provider /Contractor. If payment is made through NEFT, then a copy of the statement sent to the Bank duly acknowledged by the Bank shall be submitted. 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.

25. 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 forthwith documents in proof of other statutory compliances.

26. 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.

27. The Office will have an approximate requirement of around **36-40** 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.

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

29. Selected Bidder should submit the deed of Agreement/Contract with LIC Of India, Amravati Divisional Office duly executed on a 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 in the nature of performance guarantee @ 5% of the Contracted Value within 15 days of intimation as above may result in the forfeiture of EMD and cancellation of selection as successful bidder. However LIC of India at its discretion may cancel the tender 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.

(Signature of vendor with seal)



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30. 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 in this matter.

31. The Personnel provided by the Agency are required to have minimum 3 years experience and possess the minimum qualifications as under:

Sweepers-cum-attendants (Un-Skilled)

32. The Corporation reserves the right to Remove/ Black list 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.

33. During the CONTRACT PERIOD, if the rate of minimum wages payable to the personnel deployed by the Firm/Agency/Organization/Service provider increases as per Central Government Notification for Minimum Wages 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.

34. Agreement Period: The contract for Housekeeping services shall be valid for **Two Year** from the date of execution of agreement and issuance of work order. After further review and evaluation it 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 thereof without assigning any reason.

35. 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 contract/ rate contract but in case of breach of the terms of the contract, rate contract may be terminated and the security deposit shall also be forfeited, other action such as blacklisting may follow.

36. 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.

(Signature of vendor with seal)



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37. The firms who are on our panel are also required to apply a fresh, if interested.

38. 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 cleanliness is the essence of the housekeeping 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, hand gloves, masks, shoes, 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. **Please note that the cost of material and equipments of ISO standards should not be less than Rs.1,000/- per workmen per month for 4 Hours & not less than Rs. 2,000/- per workmen per month for 8 Hours.**

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 whatsoever 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 checkup of all the personnel employed by him/her at his / her cost.

g) To replace the absent personnel immediately on the same day within one hour of commencement of cleaning/ sweeping 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 moral character and in good health. They should be neatly dressed and with identity cards. In case of any complaint against any of the personnel deployed by the selected service provider, service provider is bound to remove such person and arrange for replacement of removed person. It shall be the duty of the service provider to ensure safety of its workers while on duty.

(Signature of vendor with seal)



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j) 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.

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

40. 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.

41. 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.

42. The Agency shall give the duty allocation chart mentioning the names of the personnel deployed at various locations to the Competent Authority.

43. In case of any dispute arising out of the acceptance/agreement ,shall be referred to for “Arbitration” to the Sr. Divisional Manager, Amravati 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.

44. In terms of provision of Section 33(3) of the Insurance Act, 1938, as amended by the Insurance Laws (Amendments) Ordinance, 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 in respect of service 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 the IRDAI.

(Signature of the vendor with seal)



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45. In terms of provisions of Section 33(4) of The Insurance Laws (Amendment) Ordinance, 2014, Insurance Regulatory Authority of India (IRDAI) if it considers expedient to do so, may direct any Person herein 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) Ordinance, 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.

46. Every bidder will be required to execute and submit an integrity pact as given in "Annexure III".

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

DECLARATION:

I hereby agree to all the Terms & Conditions mentioned above without any Objections whatsoever. I also further agree that all the deficiencies in services during the Contract period will attract penalty and the recovery will be affected without any notice to me.

Date

Signature of the vendor with seal

Place



**JEEVAN PRAKASH BUILDING, SRIKRISHNA PETH, NEAR DUFFERIN HOSPITAL, AMRAVATI.
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APPLICATION FORM FOR TENDER (Technical Bid)
Profile of the Tenderer

Name of the Agency/Firm/Vendor (In Block Letters)	
Status of the Agency.(whether Sole Proprietorship/ Firm/Pvt. Co.)	
Date of Incorporation/Establishment	
Correspondence address, Telephone No. & E-Mail ID	
Address of Head Office, (If Separate) and Telephone No.	
Names of the Partners /Directors/Owner Name of Executive with his present addresses and Telephone Nos.	
Name of Contact person with Designation who would be calling on us and attending to our jobs & contact phone No.	
Name of your Bankers with Addresses & telephone nos.	
Bank Account No. Account type : (Savings Account, Current Account, etc.)	
Name of Bank and Branch	
Bank MICR Code	
Bank IFSC code	
Total number of housekeeping staff on roll (as on 31.12.2023)	
PAN (Individual Card in case of Proprietorship OR Firm's PAN card in other cases.	
TAN No.	
GSTN No.	

(Signature of the vendor with seal)



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Whether holding certificate under Shops & Establishment Act, duly renewed	
Reg No... & Date	
Licence No. under Contract Labour (Regulation & Abolition) Act, 1970 & Contract Labour (Regulation & Abolition) Central Rules, 1971.	
ESI Registration No.	
PF Registration No.	
Registration under MSME/NSIC or the District level authority, if any	
Name of offices where you have carried out work during past 3 years	
Name of at least Two of your most valued clients at the present time	
Average Turnover of the Agency for the last three years. Submit copies of I.T returns, Balance Sheets & P/L accounts for last three years.	F.Y 2022-23 F.Y.2021-22 F.Y.2020-21
Are you agreeable to abide strictly by the Terms and Conditions of the Tender Contracts.	
Whether SC/ST (Submit Relevant Documents)	

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

Particulars of Tender Fee/EMD:-

(1) Cash/DD (Rs.500+ GST @ 18%/-) DD No: _____ Date: _____

MR No: _____ Date: _____

(2) Amount of DD for EMD- Rs.50, 000/-DD No: _____ Date: _____

Note: Please type this form or fill it legibly in ink. If space provided is insufficient, 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.

(Signature of the vendor with seal)



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DECLARATION

I/We _____ request Life Insurance Corporation of India, Amravati Divisional Office, 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 2024

Signature with Seal
Name & Designation

Note: The Corporation reserves the right to cancel the tender of the firm/Agency/Service provider at its absolute discretion without assigning any reason.



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Financial Bid for Housekeeping services

Quote rate as per rules of Central Government

Rates in Rs.	For Offices in Amravati		For Offices other than Amravati Locations –refer Annexure II - Area	
Components	Charges for 1 unskilled person per month (8 hours) and Charges for 1 unskilled person per month (4 hours)		Charges for 1 unskilled person per month (8 hours) and Charges for 1 unskilled person per month (4 hours)	
	8 Hours	4 Hours	8 Hours	4 Hours
1) Minimum wages (26 days @X 26				
2) EPF as per Central Government Guidelines				
3) ESI as per Central Government Guidelines				
4) Bonus as per Central Government Guidelines				
5) Total (1)				
6) Material of ISO Brand with equipment. Per unskilled person.				
7) Administrative/Service Charges				
8) GST				
9) Grand Total (i)				
Number of Persons (ii)	3	3	8	22
Total Cost { (i) X (ii) }	A)	B)	C)	D)
GRAND TOTAL (A+B+C+D+)				

Note:- Bifurcation of rate mentioned in the above should be given in the above mentioned format taking into A/C minimum wages approved by the Central Government (copy of latest Notification to be enclosed) for basic rates and Variable Dearness Allowance payable to employees employed in unskilled workers.

Please affix transparent adhesive tape on financial rates quoted by you to avoid any tampering of rates quoted.

L-1 will be decided on the basis of Grand total (A+B+C+D) i.e. cost of tender amount quoted per month

(Signature of the vendor with seal)



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Minimum Wages shall be based on the prevailing Central Act w.e.f. 01.10.2023 (**As per latest Government Notification No 1/8(5)/2023 - LS-II, Dated 26.09.2023 or as per Latest Revision, if any**). However the companies are free to pay more but not less than the Minimum Wages as per Notification mentioned above. EPF, ESI, BONUS contribution to be paid for personnel employed by the tenderer shall be responsibility of tenderer, Including cost of uniform, training, other overheads, bonus, gratuity, profits etc., and taxes/ GST/ statutory requirements is sole responsibility of the company.

OTHER MANDATORY REQUIREMENTS:-

1) Proof of remittance of PF / ESI /GST will be produced every month while submitting the bill for the following month, failing which the payments will not be made.

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

5) Uniform is mandatory for all Personnel on duty, failing which 1% to 5% of total bill may be imposed as penalty.

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:

Signature of Tenderer with Seal



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How to Apply

Tender for Housekeeping Services

This tender consists of two parts, viz., Technical Bid including Instructions to Bidders, Terms and Conditions and Financial Bid containing expected price/rate only.

The Technical Bid, Financial Bid and the Earnest Money Deposit (EMD) should be sealed in envelope The use of envelopes will be as under:

(a) **Envelope marked as I:** The duly completed tender form, Instruction to bidders General Terms and Conditions along with supportive relevant papers/evidence to be put in this envelope and sealed super scribed as **“Technical Bid for Housekeeping services at Amravati Division”**.

The envelope shall contain addressee’s details of the bidder also.

(b) **Envelope marked as II:** The duly completed **Financial Bid** to be put in this envelope and sealed super scribed as **“Financial Bid for House Keeping Services at Amravati Division”**. The envelope shall contain the addressee’s details and details of the bidder also.

(c) **Envelope marked as III:** The DD for **“Earnest Money Deposit”** and **“Cost of Tender Fee”** in the form of DD or the M.R of the required value be put in this envelope and sealed super scribed as **“EMD and Tender Fee for Housekeeping Services at Amravati Division.”** The envelope shall contain the addressee’s details and details of the bidder also.

(d) **Envelope marked as IV:** All the above three envelopes shall be placed in envelope marked IV and sealed (i.e. Envelopes marked as IV , will contain three envelopes marked as **Envelope I, Envelope II & Envelope III**) and send /submitted in the tender box on the above mentioned address, in sealed condition super scribing as **“Tender for Housekeeping services at Amravati Division .”** The envelope shall contain the addressee’s details and details of the bidder also.

(Signature of vendor with seal)



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Annexure-I

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	Licence 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	PAN (Individual Card in case of Proprietorship OR Firm's PAN card in other cases)
8	Income tax returns for the last 3 financial years (2022-23, 2021-22, 2020-21)
9	Audited Final Accounts / Profit and Loss Account for the last three financial years (i.e. for Financial Years 2022-23, 2021-22, 2020-21)
10	Details of organizations where you are providing House Keeping services currently, with Nature of duties & period of contract.
11	Registration under MSME/NSIC Act or the District level authority.
12	Copy of Registration Certificate of GSTN
13	Bank details, Account No, IFSC code , Type of Account, Name of Bank and Branch

(Signature of vendor with seal)

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ANNEXURE- II
(Details of the Offices)

Sr. No.	Name of Office	Area (in Sq ft.)	Location	Working Hours	No of Persons Required
a	b	c	D	e	f
1	DO Unit & S Q BO – 979	16527	JEEVAN PRAKASH BUILDING, SRIKRISHNA PETH, NEAR DUFFERIN HOSPITAL, AMRAVATI 444603	8 Hours (8AM to 4 PM)	3
	BO 9152 CAB			4 Hours (8AM to 12 PM)	2
2	BO 82C	5986	Amravati	4 Hours(8AM to 12PM)	1
3	SSO (979)	1578	Nandgaon Khandeshwar	4 Hours(8AM to 12PM)	1
4	BO 97H & SQ	4345	Dhamangaon Rly	8 Hours(8AM to 4 PM)	1
5	BO 99L	5380	Warud	4 Hours(8AM to 12PM)	1
6	SSO(99L)	1266	Morshi	4 Hours(8AM to 12PM)	1
7	BO996 & SQ	4198	Achalpur	8 Hours(8AM to 4 PM)	1
8	SSO (996)	1063	Daryapur	4 Hours(8AM to 12PM)	1
9	BO 977 & SQ	5242	Akola Branch I	4 Hours(8AM to 4 PM)	2
10	BO 82A	5609	Akola Branch II	8 Hours(8AM to 4 PM)	2
11	SSO (977)	1000	Murtijapur	4 Hours(8AM to 12PM)	2
12	BO 99C	4093	Akot	4 Hours(8AM to 12PM)	1
13	BO 978	4789	Khamgaon	8 Hours(8AM to 4 PM)	1
14	BO97B & SQ	4001	Buldhana	8 Hours(8AM to 4 PM)	1
15	BO 9151	3427	Mehkar	4 Hours(8AM to 12PM)	1
16	BO 82B	6246	Malkapur	4 Hours(8AM to 12PM)	1
17	SSO(97B)	1092	Deulgaon Raja	4 Hours(8AM to 12 PM)	2
18	BO 994	5413	Washim	4 Hours(8AM to 4PM)	2
19	SSO (994)	1254	Karanja	4 Hours(8AM to 12PM)	2
20	BO99A & SQ	4197	Pusad	8 Hours(8AM to 4 PM)	1
21	BO 82D	3820	Digras	4 Hours(8AM to 12PM)	1
22	SSO (82D)	1176	Darwah	4 Hours(8AM to 12PM)	1
23	BO 991 & S Q	3767	Yavatmal Branch I	8 Hours(8AM to 4 PM)	1
24	BO 99K	4652	Wani	4 Hours(8AM to 12PM)	1
25	SSO (99K)	1236	Pandharkawada	4 Hours(8AM to 12PM)	1
26	BO 82E	4553	Yavatmal Branch II	4 Hours(8AM to 12PM)	1

Total Persons required: 36 Persons Approximately.

Amravati 8 Hours: 3 Person and for 4 Hours: 3 Person &

Other than Amravati 8 Hours: 8 Persons and for 4 Hours -22 Persons

Address of all the units as mentioned in Annexure II

DO Unit & SQ BO – 979	JEEVAN PRAKASH Shrikrishna Peth Near Dufferine Hospital Amravati. Pin: 444603	BO 9151	Lahoti Complex Dongaon Road Mehkar Dist: District Buldhana
BO 9152 CAB P & GS UNIT	Ganorkar Bunglow, Court Road, Opp Govt Girls High School, Camp, Amravati Pin:444603	82B	B.G.T.I. Road , Near Hotel Rahul Malkapur Dist : Buldhana, Pin: 443101
SSO (979)	Chandur Railway Road, Nandgaon Khandeshwar District : Amravati	SSO(97B)	Civil Colony, Opposite Tower Deulgaon Raja Dist: Buldhana
BO 97H & SQ	Anajansinghi Road, Lunavat Nagar , Dhamangaon Dist: Amravati Pin:444707	BO 994	Jeevan Vatsa, Kolhatkar Wadi Dr Ambedkar Square Washim 445005
BO 99L	Moghe Complex, Approach Road Warud, District: Amravati Pin:444106	SSO (994)	Gandhi Chowk , Near Bank of Baroda Karanja District : washim
SSO(99L)	Khaparde's Bunglow, Near SBI Morshi Dist: Amravati:444905	BO 99A & SQ	Talao Layout, Pusad Road Pusad, Dist : Yavatmal Pin: 445204
BO996 & SQ	Jeevan Jyoti Building , Achalpur Road , Achalpur Pin:444805	BO 82D	Ghanti baba Sansthan, Ghantibaba Smruti Bhawan, Digras Dist: Yavatmal, Pin : 445203
SSO (996)	Co-operative sale Purchase Society, Akot Road Daryapur Dist: Amravati 444803	SSO (82D)	C/o: Dr N.A Bihade Kaveri Nagar, Opp: New Court Yavatmal Road, Darwha Dist : Yavatmal, Pin: 445202
BO 977 & SQ	Near State Bank of India Rani Laxmi Road Akola. Pin:444001	BO 991 & SQ	Lic Building, Peshwe Plot, Yavatmal
BO 99C	APMC Building, Akot Dist: Akola Pin:444101	BO 99K	RK Heights, Sadhankar Wadi Chikhalgaon Wani,Dist: Yavatmal. Pin: 445304
BO 978	Nandura Road , Khamgaon Dist: Buldhana. Pin:444303	SSO (99K)	Ekdant Complex, Near Tehsil Karyala Pandharkawada. Dist: Yavatmal.
BO97B & SQ	Jeevan Jyoti Building Chaitanyawadi, Buldhana Pin:443033	BO 82E	Ruikar Bhawan, Near State Bank of India Yavatmal. Pin: 445001
BO 82A	Siddhivinayak Mangal Karlaya Ranpise Nagar, Akola	SSO 977	Dr. Rathod Complex , Chitrapati Shiavaji Maharaj Chowk , Murtizapur



Annexure III

PRE CONTRACT INTEGRITY PACT

General:

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on..... day of the month of2024 , between, on one hand, the Life Insurance Corporation of India (hereinafter referred to as "LIC") a statutory Corporation established under section 3 of Life Insurance Corporation Act 1956 (XXXI of 1956) and having its corporate office at "Yogakshema" Jeevan Bima Marg Mumbai 400021. (hereinafter called the "BUYER" which expression shall mean and include, unless the context otherwise requires, his successors 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 (Name of the Stores/ Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER 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 29

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 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.

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 disfavour 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 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.

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

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 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 (Security Deposit):

5.1 While submitting commercial bid, the BIDDER shall deposit an amount Rs..... (to be specified in RFP/Tender) as Earnest Money as applicable/Security Deposit, with the BUYER through any of the following instruments:

(i) Bank Draft of Pay Order in favour of LIC.

(ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

(iii) Any other mode or through any other instrument (to be specified in the RFP/Tender).

5.2 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, which ever is later.

5.3 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.

5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations:

6.1 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 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, while in case of a BIDDER from a country other than India with interest thereon at 2% above the LIBOR (London Inter Bank Offer Rate). 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 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.

(vi) 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/recission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) 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.

(viii) 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.

(ix) 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.

(x) 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.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) 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.

6.3 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 convulsive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes this Pact.

7. Fall Clause:

7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems/items or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems/items was supplied by the BIDDER to any other Ministry/Department of the Government of India or PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. Independent Monitors:

8.1 The BUYER has appointed (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission. Name address of the Monitor(s):

Shri Rajni Kant Mishra, IPS (Retd)
Ex Director General in BSF
B-1801, Amrapalli Sapphire
Sector - 45, NOIDA
(Uttar Pradesh), PIN – 201303
email address : rkm592002@yahoo.co.in & rkmishra84@gmail.com
Mobile No : 97173-28500

8.2 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.

8.3 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 /Contractor as confidential.

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

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the Authority designated** by the BUYER.

8.6 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.

8.7 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.

8.8 The Monitor will submit a written report to the designated authority** of BUYER /Secretary in the Department/ 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.

9. 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.

10. Law and Place of Jurisdiction:

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

11. 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.

12 Validity:

12.1 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 later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract. **12.2** 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.

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

BUYER

BIDDER

Name of the Officer:

CEO

Designation

Deptt./MINISTRY/PSU

Witness

1.....

1.....

2.....

2.....

(* Provisions of these clauses would need to be amended/deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.)

(** Please specify the "Name of Authority" in place of "Authority Designated" wherever mentioned in the Agreement)