

LIFE INSURANCE CORPORATION OF INDIA
DIVISIONAL OFFICE, BATCHUPET,
MACHILIPATNAM – 521 001

TENDER-NO. EST-4/2024-25

TENDER DOCUMENT

***For Hiring Premises of Jaggayapet (67K) branch
At Jaggayapet Town***

Number of Pages are 25 (Twenty Five)

Each Page of the Tender Document must be Signed & Stamped by the Tenderer

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Life Insurance Corporation of India
Divisional Office
Jeevan Prakash, Kennedy Road,
Machilipatnam – 521001.

NOTICE INVITING TENDER

Life Insurance Corporation of India intends to hire premises which are ready to occupy condition from individuals / Firms only under 'Two Bid System' as per details given below.

Carpet area required	Location	Remarks
4400 sq ft (+5%variation in area in acceptable)	Jaggayapet Town	Should be located preferably in Ground floor or any other floor with lift and parking facility in the prime location of the town within 3 kilometers from public amenities like Banks, Railway Station / Bus Stand etc. And should be ready to occupation condition suitable for use as office premises.
Status of Premises	Free Hold / Lease Hold with clear marketable title.	
Usage of the Property	Commercial	

1. The tender document can be dowloaded from the website www.licindia.in/tenders during the tender period.
2. The tenderer document will also be available in LIC Of India, E&OS Department, divisional Office, Machilipatnam on all week days from 10.00am to 4:00pm(excluding Holidays, Saturday and Sundays) during the tender period.
3. Tender Fee: A non-refundable Demand Draft of Rs.250/-+GST Rs.45/- (Total Rupees Two Hundred and Ninety five only) drawn on any scheduled bank in favour of "Life Insurance Corporation of India" payable at Machilipatnam which must be enclosed with the technical Bid (part-1). Tenderers can also remit the Tender fee by cash in the cash counter in at Divisional Office, Machilipatnam.


Sr Divisional Manager





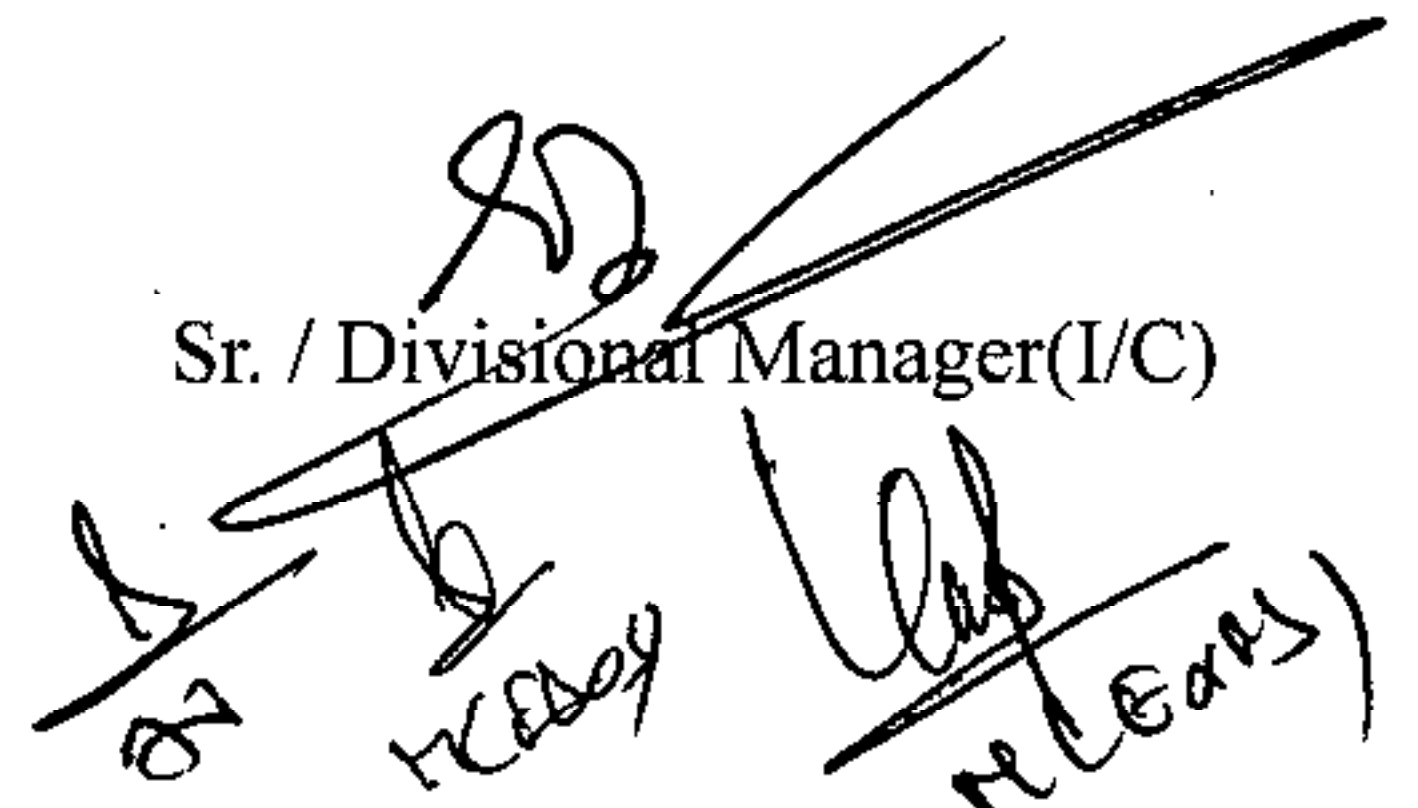

Tender Schedule:

1	Downloading of Tender document from website www.licindia.in	07.05.2024 to 27.05.2024
2	Instead of downloading the tender document from web site, if the bidder wants to get the document from LIC Of India, E&OS Dept, Divisional Office, Machilipatnam from 10.00am to 5.00pm(Excluding Holidays, Saturdays and Sundays)	07.05.2024 to 27.05.2024
3	Tender Fee	A Non-refundable fee of Rs.295/- (Rs.250-Rs.45/- GST) through Demand Draft payable at Machilipatnam or by cash in cash counter at DO, Machilipatnam
4	Pre bid meeting	15/05/24
5	Last date & time for submission of Tender	27/05/24 on or before 5PM
6	Date & time of opening of Technical Bids	28/05/24 at 11.00 AM
7	Earnest Money Deposit (EMD)	1) The tender should be accompanied by a refundable Earnest Money Deposit of Rs.10000/- (Rupees Tend Thousand only) in the form of Demand Draft / pay order drawn on any nationalized or Scheduled Bank in favour of Life Insurance Corporation of India payable at Machilipatnam.
8	Address to which the sealed tender to be sent	Manager (E&OS) LIC Of India E&OS Department Divisional Office Batchupet Machilipatnam

For complete details and bid documents please log on to www.licindia.in and go to tenders and click on the link 'Tender-Advertisement for Requirement of office premises at Jaggayapet Town on lease basis.

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

Sr. / Divisional Manager(I/C)



Life Insurance Corporation Of India
Divisional Office::: Machilipatnam

Instructions to Bidder

1. The tender forms will be available from 07.05.2024 to 27.05.2024 between 11.00am to 3.00 pm on week days (Excluding Holidays, Saturdays and Sundays) at the above office and can be downloaded from website www.licindia.in/Tenders.
2. The last date for submission of filled in tenders (both technical and Financial bids) is 27.05.2024 upto 05:30PM. The offers received after the last date and time mentioned above will not be considered.
3. The filled in tenders should be submitted to the address given below.
Manager(E&OS), LIC Of India, E&OS Department, Divisional Office, Batchupet, Machilipatnam
4. The technical bid will be opened by the Tender opening committee in the presence of bidders or their authorized representatives, if any. After scrutiny of the Technical Bids, visits to the sites, assessment of the offers, 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 those bidders whose offers are found suitable.
5. The tender form consists of the following documents .i.e.
 - a) Instruction to bidders and terms and conditions.
 - b) Technical part.
 - c) Financial part.The offers are to be submitted in Two bid system i.e., Technical Bid and Financial bid. The Technical bid consists of all the required information called for in the questionnaire and shall contain, inter alia, the details regarding the property Viz., name of the property/ies, location, area of the plot , copy of sanctioned plan with completion/ occupation certificate, floor area of portion to be leased, specification of internal finishes, amenities, sanctioned electrical power load, usages of the property, title reports to confirm ownership and clear marketability, and other terms and conditions relevant to the hiring of premises (other than the price). The technical Bid shall be submitted in sealed cover (marked Envelop-1) super-scribing as "Technical Bid" for hiring of Office premises in /at Jaggayapet Town. The Envelope shall contain the addressee's details and details of the bidder also.
6. The financial Bid shall contain only financial details i.e., rate / rent per sq ft on carpet area basis and other financial implications. The financial bid will be placed

- in the Envelope-2 and super-scribed as "Financial bid for hiring premises in / at Jaggayapet Town with addressee and bidders details. All the three envelopes (Envelop-3 containing Earnest Money Deposit amount and cost of tender fee) will be placed in a fourth envelope (envelope -4) and sealed and submitted to the **address mentioned in the point no.3**. The envelope must be super-scribed with "Bids for Hiring of Office Premises in / at Jaggayapet Town.
7. Earnest Money Deposit as per details given in Tender Schedule should be submitted in the form of Demand Draft / Pay Order infavour of "LIFE INSURANCE CORPORATION OF INDIA" payable at Machilipatnam and the cost of tender fee (Non refundable)of Rs.250/-+GST (Rupess two hundred fifty only) the miscellaneous receipt of the tender fee deposited or Demand Draft or Pay Order shall be submitted in sealed cover (Marked envelop -3) super-scribing as "Earnest Money deposit for Hiring of Office premises in / at Jaggayapet Town . Please note that no interest is payable on the Earnest Money Deposits.
 8. In case the tender form is downloaded from the corporation's web site, the non refundable tender fee of Rs.250/- +GST (rupees two hundred fifty only)+GST may be remitted in the form of demand draft /pay order drawn in favour of " LIFE INSURANCE CORPORATION OF INDIA" payable at Machilipatnam.
 9. **Refund of Earnest Money Deposit:-**
 - a) Earnest Money Deposit of all unsuccessful vendors / bidders shall be refunded within one month's time after scrutiny and submission of building committee report to the Sr. Divisional Manager.
 - b) Earnest Money Deposit of other bidders (except lowest bidder) shall be refunded within one month's time after opening of Financial Bids.
 - c) Earnest Money Deposit of lowest bidders shall be refunded separately or adjusted along with the payment towards rent of the premises.
 - d) In case the lowest vendor / bidder refused to offer premises after issue of allotment letter, a notice shall be served to them by giving 30 (thirty)days time failing which their Earnest Money deposit amount lying/ retained with us shall be forfeited without any further correspondence.
 10. The following documents should be enclosed with the offers:
 - a) A set of floor plans, sections, elevations and site plan of the premises offered showing the detailed dimensions, main approach road, Road on either side if any, width of the road/s and adjacent properties etc. around the properties.
 - b) A copy of the title investigation and search report along with copies of title deed documents.
 - c) Documents related to conversation of Non-agricultural land from the Competent Authority.
 - d) Latest ençumbrance certificate
 11. All the pages of the tender form are to be signed by the bidder. In case of joint ownership all owners have to sign all the pages of the bids (Technical and

Financial bids). Incomplete bids and bids lacking in details and without signatures are liable to be rejected.

12. Tenderers should note that their tenders should remain open for consideration for a minimum period of 3(Three) months from the date of opening of “Technical Bids”.
13. Separate tender forms are to be submitted in case more than one property is offered.
14. The Tender inviting Authority reserves the right to accept any tender or to reject any or all tenders at his sole discretion without assigning reasons thereof. The Tender Inviting Authority does not bind to accept the lowest tender.

Place:

Date:

Signature of Vendor with Seal.

Life Insurance Corporation Of India
MACHILIPATNAM Divisional Office

Terms and Conditions

This tender consists of two parts viz., Technical Bid including Instruction to bidders, Terms and conditions and Financial Bid containing expected price only. Separate Technical and Financial bids are to be submitted for each proposal. The technical bid, Financial Bid and the Earnest Money Deposit should be sealed in envelopes. The use of envelopes will be as under:

- a) Envelope marked as 1 – The duly completed Technical Bid be put in this envelope and sealed.
- b) Envelope marked as 2 – The duly completed Financial Bid be put in this Envelope and sealed.
- c) Envelope marked as 3 – The Demand Draft or Bankers cheque for “Earnest Money deposit” and “Cost of tender document” or the 'Miscellaneous Receipts' of the required value be put in this envelope and sealed.
- d) Envelope marked as 4 – All the three envelopes shall be placed in envelope marked - 4 and sealed (i.e. Envelopes marked as 4, will contain three envelopes marked as 1,2 and 3) and submitted to LIC of India, in sealed condition super-scribing as 'Tender for hiring of premises at Jaggayapet Town ” .

Terms and conditions :

1. The terms and conditions along with the instruction to bidder will form part of the tender to be submitted by the tenderer to LIC of India, herein termed as Corporation.
2. Tender which is received on account of any reason whatsoever including postal delay etc., after the expiry of time and date fixed for submission of tenders shall be termed as 'late' tender and not to be considered. Such tender shall be returned to the concerned party without opening the same.
3. All vendors are requested to submit the tender documents (Technical Bid and Financial Bid) duly filled in with the relevant documents / information at the following address: **Manager(E&OS), LIC Of India, E&OS Department, Divisional Office, Batchupet, Machilipatnam.**

4. All columns of the tender documents must be duly filled in and no column should be kept blank. All the pages of the tender documents are to be signed by the authorized signatory of the tenderer. Any over writing or use of white ink is to be duly initialed by the tenderer. The Corporation reserves the right to reject the incomplete tenders.
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 3 months to be reckoned 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 documents, the vendor is required to attach a separate sheet marking 'list of deviations'.
8. The Technical bids will be opened on date and time mentioned in tender schedule in the presence of tenderers, if any at our above mentioned office. All tenderers are advised in their own interest to be present on that date, at the specified time.
9. Corporation reserves the rights 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 vendors will be informed by the Corporation for arranging site inspection of the offered premises.
12. Income-Tax and Statutory clearances shall be obtained by the vendors at their own cost as and when required. All payments to the successful vendor shall be made through NEFT only.
13. Property should be situated in good commercial / residential area of the town/city with congenial surroundings and proximity to public amenities like bus stop, banks, markets, hospitals, schools, etc.
14. The title report providing ownership and clear marketability is to be enclosed.
15. The financial bid will be opened only if at least two Technical bids are found suitable. In any case single financial bid shall not be opened. Single valid tender or offer from State / Central / Agencies / Undertakings may however, be opened by the Zonal Committee / Divisional Committee.

16. The premises shall be preferably freehold. Alternatively, if it is leasehold, in case of such premises, detailed regarding lease period, copy of lease agreement, initial premium and subsequent rent shall be furnished.
17. There should not be any water logging inside the premises and surrounding areas.
18. The premises should have good frontage and proper access.
19. The lesser shall have no objection to the Lessee installing exclusive D.G. set for the use of the lessee. If so desired by the lessee, the lessor shall provide suitable space for installation of Genset without any extra cost to the lessee.
20. Latest certificate from the Competent Authority of having paid all the updated relevant taxes indicating the details of the property offered for leasing out to LIC.
21. Offers received from Government Bodies / Public Sector undertakings / State Housing Boards etc. Would be given preference.
22. The particulars of amenities provided / proposed to be provided in the premises should be furnished in the technical bid.
23. The lessor shall arrange for repairs and maintenance, white washing /colour washing / OBD painting / painting to doors, windows etc. As and when informed by the lessee.
24. The bid will be evaluated on techno commercial bases giving weight-age to the equivalent aspects in various parameters like location, distance from local railway station, amenities available, exclusivity, nearby surroundings, proneness to water logging / flood etc. Quality of construction, efficacy of the internal layout of premises and layout of buildings in the complex.
25. Tenders from intermediaries or brokers will not be entertained.
26. The premises offered should be in good and ready to occupy condition. The owners of the premises will have to provide fixtures, cabins, electrical fixtures, ceiling fans, three Cash Counters, BM Chamber, IT Room, Stationery Room, Ladies room, Agents room, CLIA's room, DO's room and departments partition (specification will be provided by LIC) .
27. It may be noted that no negotiations will be carried out, except with the lowest tenderer and therefore most competitive rates should be offered.
28. Gross monthly rent/ Rate per sq ft on carpet area. The carpet area rate shall be quoted in two parts i.e.
 - a) Basic rent of the premises excluding GST, if applicable.

- b) The statutory charges / taxes like Municipal taxes, Property tax, Service Tax, Water tax or other taxes, levy etc, in respect of the premises, which are due to the State Government / Central Government or other local or civic authorities will be paid by the Lessor only.
Revision in the aforesaid taxes / charges proportionate to the carpet area let out to LIC will be borne by Lessor only. The rent will be paid from the date of taking possession of the premises and is payable before 7th of following month.
29. Lease period totally lease will be for 9 years with an escalation clause in rent for next 3 years at the end of 3rd year and 6th year. Before escalation of rent at the end of 3rd year and 6th year, lessor shall arrange for repairs and maintenance, white washing / colour washing / OBD painting/ painting to door, windows etc. As informed by the Lessee.
30. **Termination of Agreement:** The agreement can be terminated with a notice period of 3 months from either side.
31. The Repairs and maintenance of lift will be done by the Owner.
32. Addition and alteration Works: During the period of tenancy, if the lessee desires to carry out any addition and alterations works at its own cost as per the requirement of the Department, lessor will permit the same on the existing terms and conditions and obtain any permission if required, from the local authority. Lessor will also provide space for display signboards without any extra cost.
33. Lease agreement:
- To be executed in the LIC's Standard Lease Deed format (LIC as a tenant).
- will be with the Owner and Rent will be paid to respective owner.
34. Income Tax: will be deducted at source at prevailing rate.
35. GST: GST (if applicable) will be borne by the Lessee and paid by the lessor (Landlord).
36. Registration and stamp duty charges: will be shared equally between the lessor and the Lessee (50:50).
37. Possession of premises: Within 90 days or on the date specified by LIC in the offer letter from the date of receipt of acceptance of offer/letter by the successful bidder .The premises has to be painted and should be in habitable condition while taking over the possession.
38. Water Supply: The owner should ensure and provide adequate supply of drinking water and water for W.C and Lavatory throughout the lease period at his own cost.

39. **Electricity:**

- a) The building should have sufficient electrical / power load sanctioned and made available to the Corporation.
 - b) If required, additional electric power will have to be arranged by the Lessor / Offerer at his / their cost from the energy suppliers.
 - c) Electricity charges will be borne by the lessee for the area taken on lease, on actual basis based on the separate meter which would be provided by the lessor. Any additional cost on the electrical connectivity will be borne by the owner / lessor.
 - d) At the time of taking over possession of the premises, we will note the electricity meter reading in your presence or your authorized representatives. The electrical charges will have to be born by the owner up to that point.
40. Parking: The landlord shall provide Car and Two Wheelers parking space (Open / Covered) as per the details given below without any extra cost:
- a) Car parking 4 nos. and Two Wheelers 60 nos.
41. Carpet area measurements: The carpets are measurements shall be as per Bureau of Indian Standards IS No.3861:2002. Joint measurements will be taken in the presence of LIC official and vendor/authorized representative for finalizing the carpet areas.
42. Tender will be valid for SIX (6) Months from the date of finalization of the technical bids by the Competent Authority.
43. The Owner or Landlord shall provide Ladies Toilet in addition to general sufficient toilets before possession of premises by the Lessee.
44. On full floor verified tiles shall mandatorily be provided by Lessor before possession of premises by the Lessee.
45. Carpet area of corridors, Toilets and balconies will be excluded while arriving the rent payable to premises.

Date:

Signature of Vendor with Seal

Place:

Technical Bid – Hiring of premises

**Life Insurance Corporation of India.
Divisional Office.
Jeevan Prakash ,Kennedy Road
Machilipatnam.-521001**

Technical Bid

Reference No.....

(Note: The reference number to be filled up by the tenderers for the particular Premises offered and shall be quoted in price Bid also for easy and correct identification.

S No			Detail	Remarks
1	1		Name of the Lessor	
	2	a	Address of the Lessor	
		b	Phone No.	
		c	Bank Account No. IFSC Code	
		d	E - Mail ID	
		e	Permanent Account Number (PAN)	
	3	a	Name of the contact person duly authorized.	
		b	Phone No.	
	4	a	Constitution of vendor/ firm (Proprietary/ Partnership/ Private/ Pvt.Ltd./ Public Ltd/ PSU etc)	
		b	PAN numbers of the Directors/ Partners/ Firms.	
2	Details of the property :			
	1	Name of the Owner		
	2	Address :		
	3	Phone No.		
	4	Name of the building		
	5	Details of encumbrances, if any?		
	6	Location and address of the property		
	7	Usage of the property (as approved by the Competent Authority).		
	8	a	Residential	
		b	Commercial	
		c	Residential cum Commercial	
		d	Shopping centre	
	9	Whether the proposal for Office premises in a multi - storied building.		
		a	Number of floors in the building.	
		b	At which floor, the office premises are offered.	

10	CTS No (Chain and Triangulation Survey Number)		
11	Survey No		
12	Ward NO		
13	Whether the plot is free hold or lease hold?		
	b	If lease hold, please mention the details of	
	i	Name of the Title Holder/ Lessor	
	ii	Tenure of the land	
	iii	Residual lease period	
	iv	Annual lease rents and amount.	
	c	Whether the property is mortgaged? If yes mention the details.	
	i	Name of the Organization where the property is mortgaged.	
	ii	Address of the Organization with phone no.	
	iii	Amount of loan availed.	
	iv	Tenure of mortgage	
	v	Residual mortgage period	
	vi	EMI paid.	
14	Character / Type of locality		
	a	Residential	
	b	Commercial	
	c	Commercial cum Residential	
	d	Industrial	
	e	Slum	
15	Area of the plot		
16	Size of the plot		
	a	Frontage in meters	
	b	Depth in meters	
17	Schedule of the plot i.e. boundaries of the plot on		
	a	North	
	b	East	
	c	South	
	d	West	
18	Whether the locality is free from Special hazards like fire / flood etc.		
19	Whether the locality has protection from adverse influence such as		
	a	Encroachment.	
	b	Industrial nuisance, smoke, noise etc.	

	20	Please enclose copy of Property Card or Patta etc.	
	21	Please also indicate distance from the nearest	
		i Railway (local) station	
		ii Bus Stand	
		iii Bank (Nearest)	
		iv Airport	
		v Hospital/ Schools/ Colleges/ Universities.	
	22	Year of construction. Enclose a attested copy of NOC or Occupancy certificate issued by the Municipal Authority or any other Government Bodies.	
	23	a In case of old constructions, NOC from the Society may be enclosed	
		b Mention year of completion (as given in Completion Occupancy Certificate issued by the Authority) .	
		c Indicate in whose name the conveyance deed is executed.	
	24	Date on which Office premises can be handed over to LIC after finalization of the deal.	
	25	Built up area of the premises being offered now for office usages on lease basis. Please enclose copies of approved plans.	
	26	What is the carpet area (for consideration purpose).	
3	Specifications		
	1	Type of building (Residential/Semi commercial)?	
	2	Type of structure (RCC / Steel framed/ load bearing).	
	3	Type of wall (Brick/ Cement block). Mention thickness of external wall and internal partition wall.	
	4	Details of Flooring (M.M.Tiles/ Ceramic/ Vitrified/ Marble) or any other.	
	5	Details of Door frames (Sal wood/ Teak Wood/ Hard wood/ Aluminum) or any other.	
	6	Details of Door shutters (Flush door/ Teak wood/ Aluminum / PVC) or any other.	
	7	Details of Window frames (Sal wood/Teak Wood/ Hard wood/ Aluminum) or any other.	
	8	Details of window shutters (Teak wood / Aluminum / steel) or any other with security grills or without security grills.	
	9	i No of toilets in each floor.	
		ii Details of Floors and Dado in Toilets.	
4	Whether Structural stability certificate enclosed (Certificate shall be from Licensed Structural Engineer of Municipal Corporation)		
5	Service		
	1	If Lift facility is available, please give details of Number of lifts, capacity, make and the year of installation.	
	2	Please indicate source of water supply.	
	3	Is bore well provided? If so what is the yield and depth of bore well.	
	4	Capacity of the over head tank feeding to the office premises under consideration for leasing.	

	5	Please give details of sewerage system and for storm water disposal.	
	6	Please indicate whether the building is prone to flooding.	
6	Electricity		
	1	i What is the connected load to the building in KW / KVA?	
		ii Type of electric connection.	Commercial / Residential.
	2	Please indicate the type of wiring used , Aluminum or copper?	
	3	Whether ELCB is provided (Earth Leakage Circuit Breaker)	Yes / No
7	Common services		
	1	Car parking	Reservednos. Open.....nos.
	2	Two wheeler parking	Reservednos. Open.....nos.
	3	Power / Electricity supply available.	Yes / No
	4	24 Hrs. water / Overhead tanks available.	Yes / No
	5	Generator for emergency. If yes mention, capacity of the Generator.	Yes / No
	6	Anti lightening device arrangement.	Yes / No
	7	Security arrangements, please give details.	
8	Other Information		
	1	Whether any ready built flats / Office premises have been constructed and sold by the builder to any government and semi government institutions/Financial institutions? If so please give name and addresses of such clients.	
9	Details of Plan / Blue Prints / Sanctioned Plan		
	1	Whether the plan of the property is sanctioned by the Competent Authority.	
	2	If sanctioned, please enclose copy of approved Floor Plan/s, Sections, Elevations and Site Plan of the building.	
	3	Name/s and Address Phone No. of the Architect / Engineer.	
	4	Provision for proper arrangement of fire safety.	
10	1	Are the safety measures taken?	
	2	If yes , give details of arrangement.	
	3	Is No Objection certificate obtained / Secured from fire control authorities.	
	4	If yes, produce copies of proof / certificates.	
11	List of Enclosures		

Date:

Signature of vendor with seal and date.

Place:

CHECKLIST FOR DOCUMENTS TO BE PLACED IN TECHNICAL BID PART-I ENVELOPE

- 1) Income Tax PAN Number
- 2) Copy of Aadhar Card Xerox
- 3) Certificate of Registration under GST Act
- 4) Income Tax Assessment orders / I.T. Returns copies for the last three Financial Years.
- 5) Documents establishing the Title/Ownership of the property, Sale Deed and link documents.
- 6) A set of approved floor plans, sections, elevations and site plan of the premises offered showing the detailed dimensions, main approach road, road on either side if any, width of the road/s and adjacent properties etc. around the properties.
- 7) A copy of the title investigation and search report along with copies of title deed documents.
- 8) Documents related to conversion of Non-agricultural land from the Competent Authority
- 9) Copy of Electricity Deposit paid to the Electricity authorities
- 10) Any other document the tenderer wants to submit which is relevant to the property and the tender conditions.

Financial Bid

(To be submitted in sealed Envelope-2)

Name of the Bidder/Owner _____

Details of Property _____

Carpet Area 4400 sq ft

(Envelope-2 containing Financial Bid will be opened after scrutiny of Technical bids and short listing of premises.)

	Rate per Sq ft (Excl GST)	Total Gross Monthly rent for first 3 yrs (Rs)	Total Rent amount for 3 years (Rs)	Escalation % over Existing Gross monthly Rent
For te first 3 Years				NIL
From 4 th year to 6 th year				% over 36t month rent -----
From 7 th year to 9 th year				% over 72 nd month rent -----

Note: 1) L1 will be decided on the Total rent quoted for 9 years .

2) Registration and Stamp duty charges for execution of Lease agreement shall be shared equally by the Lesser and Lessee in 50:50 ratio .

PRE CONTRACT INTEGRITY PACT

Annexure XIII

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

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on..... day of the month of2021. , between, on one hand, the Life Insurance Corporation of India (hereinafter referred to as "LIC") a statutory Corporation established under section 3 of Life Insurance Corporation Act 1956 (XXXI of 1956) and having its corporate office at "Yogakshema" Jeevan Bima Marg Mumbai 400021. (here in after called the "BUYER" which expression shall mean and include, unless the context otherwise requires, his successors in office assigns) of the First part. And M/srepresented by Shri..... (Hereinafter called the "BIDDER /SELLER/SERVICE PROVIDER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second part.

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

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

NOW, THEREFORE,

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

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

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

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

1.Commitments of the BUYER

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe,

consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will, during the pre-contract stage/evaluation stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the BUYER will report to the “**Chief Vigilance Officer**” of the Buyer any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

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

Commitments of BIDDERS

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

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract of any other contract with the government for showing or forbearing to show favour or disfavor to any person in relation to the contract of any other contract with the Government.

- 3.3 Foreign BIDDERS shall disclose the name and address of their Indian agents and representatives in India, and Indian BIDDERS shall disclose their foreign BUYERS or associates.
- 3.4 BIDDERS shall disclose the payments to be made by them to their agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/ integrator/authorized agent of the stores/equipment/items and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries, including officials of the BUYER or their family members, if any, in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The Bidder will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER/Contractor will not commit any offence under the relevant India Penal Code (IPC) /Prevention of corruption (PC) act. Further, the bidder will not use improperly, for purposes of competition or personal gain, pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the Bidder or any of the key personnel of the bidder, actively involved in the project is a relative of any of the actively involved personnel of the Buyer, the same should be disclosed.

The term 'relative' for this purpose would be as defined in section 2(77) of the Companies Act, 2013.

3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee or the BUYER.

3.14 The Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

4. Previous Transgression

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify; BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes an incorrect statement on this subject, or committed a transgression through a violation of any of the clauses of the commitments of bidder, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Sanctions for Violations:

5.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any; compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (v) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/recession and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

- (vi) To debar the BIDDER from participating in the future bidding processes of LIC for a minimum period of five years which may be further extended at the discretion of the BUYER.
 - (vii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - (viii) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.
- 5.2 The BUYER will be entitled to take all or any of the actions mentioned at para 5.1(i) to (viii) of this pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 5.3 The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

6. Independent Monitors:

- 6.1 The BUYER has appointed (hereinafter referred to as Monitors) for the pact in consultation with Central Vigilance Commission.
- Name, address, email 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
- 6.2 The task of Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.
- 6.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently. It will be obligatory for him to treat the information & documents of the bidder as confidential.
- 6.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

- 6.5 As soon as the Monitor notices, or has reason to believe, a violation of this pact he will so inform the Executive Director (E&OS) , LIC of India, Central Office, Mumbai.
- 6.6 The bidder(s) accepts that the Monitor has the right to access without restriction to all project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors. The monitor shall be under contractual obligation to treat the information and documents of the Bidder/Sub-contra(S) with confidentiality.
- 6.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 6.8 The Monitor will submit a written report to the Chairman, LIC within a 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.
- 6.9 If the Monitor has reported to the Chairman, LIC, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman LIC has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

7. Facilitation of Investigation:

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

8. Law and Place of Jurisdiction:

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

9. Other Legal Actions:

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

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

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

10. Validity:

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

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

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

BUYER		BIDDER	Name of the Officer:
CEO:	Designation		
Deptt./			

Witness

1.....

1.....

2.....

2.....

(Note: Bidder/Seller/Service Provider

Stores/equipment/item/service

Bidding process/ bid evaluation/process of availing services

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