

e-TENDER NOTICE

| | |
|--|---|
|  <p>LIC</p> <p>भारतीय जीवन बीमा निगम LIFE INSURANCE CORPORATION OF INDIA</p> | <p>Life Insurance Corporation of India; Engineering Dept., Western Zonal Office, 1st FLOOR WEST WING, JEEVAN BIMA MARG "YOGAKSHEMA", MUMBAI – 400 021 e-mail: wz_engg@licindia.com PHONE: 022-22820295, 66598262 Website : www.licindia.in/tenders</p> |
|--|---|

e-Tender for Engineering Procurement & Construction (EPC) based on conceptual architectural drawings for the proposed construction of Sales Training Center(STC) , Hostel, VVIP and VIP Guest House , Common Hall and Officers Quarters at Sector-I Vastrapur, Ahmedabad.

(THREE BID SYSTEM)

Life Insurance corporation of India invites e-bids through the website: <http://www.tenderwizard.com/LIC> from eligible bidders for the following work as per the details given below:

| | |
|---|--|
| Bid document no. | LIC/WZO/ENGG/L.No.59 Dt:19.11.2024 |
| Description of work | <p>e-Tender for Engineering Procurement & Construction (EPC) based on conceptual architectural drawings for the proposed construction of Sales Training Center(STC) , Hostel, VVIP and VIP Guest House , Common Hall and Officers Quarters at Sector-I Vastrapur, Ahmedabad.</p> <p>Estimated Cost Rs 3902 Lakh. (Excluding GST) EMD: Rs 78,04,000/-</p> |
| Sale Period | 19.11.2024 ; 13.01 Hrs to 09.12.2024 ; 23.59 Hrs |
| Pre-bid Meeting | 03.12.2024 at 11.30 hrs |
| Online Bid submission closing date & time | 09.12.2024 up to 23:59 Hrs |
| EMD remittance by RTGS | 09.12.2024 up to 23.59 hours ref: to be submitted with UTR number and Bank Address |
| Physical submission of Bid-II, Tender Fee & EMD closing date & time | 10.12.2024 up to 15.00 Hours |
| Online & Physical Opening of EMD, Tender Fee & Prequalification Bid-II (in sealed envelope) | 10.12.2024 at 15.30 Hours |
| Contact E-mail | wz_engg@licindia.com |

Note : Any addendum / Corrigendum/ sale date extension in respect of above tender shall be issued on website: <http://www.tenderwizard.com/LIC> only and no separate notification shall be issued in the press. Bidders are therefore requested to regularly visit the said website to keep themselves updated.

Date : 19.11.2024

CHIEF ENGINEER

LIFE INSURANCE CORPORATION OF INDIA
Engineering Dept., 1st floor, West Wing, Western Zonal Office,
"Yogakshema", Jeevan Bima Marg, Mumbai – 400 021
Tel.: 022- 22820295, 66598252,
E-mail: wz_engg@licindia.com

NOTICE INVITING e-TENDER (NIT)

Life Insurance corporation of India invites e-Tender for Engineering Procurement & Construction (EPC) based on conceptual architectural drawings for the proposed construction of Sales Training Center(STC) , Hostel, VVIP and VIP Guest House , Common Hall and Officers Quarters at Sector-I Vastrapur, Ahmedabad, Gujarat.

| | |
|--|--|
| | |
|--|--|

Tender No: LIC/WZO/ENGG/L.No.

Date: 19.11.2024

| | | |
|------|---|---|
| I | Tendering Document No | LIC/WZO/ENGG/L.No. 59 dated: 19.11.2024 |
| II | Name of the Work | e-Tender for Engineering Procurement & Construction (EPC) based on conceptual architectural drawings for the proposed construction of Sales Training Center(STC) , Hostel, VVIP and VIP Guest House , Common Hall and Officers Quarters at Sector-I Vastrapur, Ahmedabad. |
| III | Brief description /scope of Work | Engineering, Procurement and Construction (EPC) of Sales Training Centre, Hostel Block and two Residential Building Blocks and VIP/VVIP Guest Houses, and common Hall which includes Sanitary works, Electricals works, HVAC, Lifts, Firefighting services , Fire alarm system, STP, WTP, Internal and External Services, Solar water heating Low voltage systems, External Site Development, Common areas finishing, landscape, Roads & services etc as per drawings, DBR & Technical Specifications |
| IV | Estimated Cost | Rs. 3902 Lakhs (Rupees Three Thousand Nine Hundred Two lakh Only) (Excluding GST) |
| V | Sale Period (Downloading) | 19.11.2024 ; 13.01 Hrs to 09.12.2024 ; 23.59 Hrs |
| VI | Pre-bid Meeting | Time – 03.12.2024 at 11.30 Hrs Venue - Engineering Dept., 1st floor, West Wing, Western Zonal Office, "Yogakshema", Jeevan Bima Marg, Mumbai – 400 021 |
| VII | Last date & Time for submission of online tender | 09.12.2024 up to 23:59 Hrs |
| VIII | EMD remittance by RTGS | 09.12.2024 up to 23.59 hours Reference, to be submitted with UTR number and Bank Address |
| IX | Physical submission of Bid-II, Tender Fee & EMD closing date & time | 10.12.2024 up to 15:00 hrs |

| | | |
|------|---|--|
| X | Online & Physical Opening of EMD, Tender Fee & Prequalification Bid-II (in sealed envelope) | 10.12.2024 at 15:30 Hrs |
| XI | Period for completion of work. | 30 Months |
| XII | Earnest Money Deposit | <p>Rs .78,04,000/- (Rupees Seventy Eight Lakh Four Thousand Only)Can be remitted by RTGS or in the form of Demand Draft payable in the name of "Life Insurance Corporation of India" payable at Mumbai or Bank Guarantee from any Scheduled commercial Bank only (i.e. Indian or Foreign Banks included in Second Schedule of Reserve Bank of India Act 1934 excluding Co- operative Banks or Regional Rural Banks) and not from Scheduled Co-Operative bank. The B.G. shall be as per the Performa provided.</p> <p>Bank Details of LIC of India for the purpose of RTGS payment or preparation of Bank Guarantee only</p> <p>Name of Beneficiary: Life Insurance Corporation of India Bank Name : UNION BANK OF INDIA, Ac no : 510101006081893 IFSC : UBIN0902217 , MICR CODE: 400026216 BANK ADDRESS: Unit 4C, Ground Floor, Mittal Court Premises, Opp. to Vidhan Bhavan, Nariman Point, Mumbai - 400021</p> |
| XIII | Tender Cost/Tender processing Fees | Rs. 11,800/- (including 18% GST) Non-refundable Tender cost / tender processing fees in the form of D.D of any Nationalized /Scheduled Bank payable at Mumbai. DD in favor of "Life Insurance Corporation of India" |
| XIV | Period during which hard copy in original of EMD, Cost of Tender Document, e-tender processing fee, Letter from Bidder to the Chief Engineer, other document as per NIT shall be submitted. | <p>Upto 10.12.2024 ;15.00 Hrs (IST) to be submitted to:</p> <p style="text-align: center;">The Chief Engineer, LIFE INSURANCE CORPORATION OF INDIA, Engineering Department, 1st floor, West Wing, Western Zonal Office, "Yogakshema", Jeevan Bima Marg, Mumbai - 400 021</p> <p>If the Bidder fails to submit the original DD of EMD and Tender Cost within the stipulated date & time as specified, the Bid Document will be declared non - Bonafide and shall not be opened irrespective of fact that scanned copy of the DD might have been uploaded in e-Portal and even if the delay is due to extraneous factor</p> |

The tender document can be downloaded from website:
www.tenderwizard.com/LIC. Corrigendum(s)/Amendment(s), if any, would appear only on the website and will not be published in any other media.

A) Criteria for eligibility / Pre-qualifications

| Sl. No | DESCRIPTION OF THE WORK | Estimated cost (Rs. In lakhs) | Completion period | Min. Bank Solvency / Banker Certificate (Rs. In lac) OR Net worth Certificate of .. (Not older than Six Months) | Avg. Annual Financial turnover during last 3 years ending 31 st March 2024 (Rs. In lac) | Experience of having successful completed similar works during last seven (7) year's ending last day of month previous to the one which application is invited. (Value of work excluding GST) |
|--------|---|-------------------------------|-------------------|---|--|--|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 1 | e-Tender for Engineering procurement & construction (EPC) based on conceptual architectural drawings for the proposed construction of Sales Training Center(STC), Hostel, VVIP and VIP Guest House, Common Hall and Officers Quarters at Sector-I Vastrapur, Ahmedabad. | 3902 Lakh | 30 Months | Bank Solvency of Rs.1560.80 Lakh OR Net worth Certificate of Rs.390.20 Lakh | 1951 Lakhs | i) Three similar completed works, not less than the amount equal to Rs.1560.80 Lakh OR ii) Two Similar completed works, costing not less than the amount equal to Rs. 1951.00 Lakh OR iii) One similar completed not less than the amount equal to 3121.60 Lakh |

For arriving at current cost of similar works, value of qualifying work executed shall be brought to current costing level by enhancing the actual value of work at a simple rate of 7% per annum calculated from the date of completion to the date of Bid-II (Qualification bid) opening.

“Similar nature“ means the characteristics of the completed works should be similar to that of the proposed building in terms of physical parameters, like finishes complexity, method/ technology and / or other characteristics described and scope of works/Tender specifications.

Hence, **similar nature of work** means interior works of Office premises broadly comprising of modular furniture, partitions, false ceiling, chairs and Electrical works, data cabling, fire alarm work etc.

The applicants/bidders need to submit completion certificate for all qualifying works, containing the details such as Date of Commencement & Completion, details of similar nature of works, Final Completion Cost duly certified by Authorized official in case of Govt / Semi Govt or Public Sector Undertaking.

In case, qualifying works are from Private Sector, the applicants/bidders to submit payment received details duly certified by Chartered Accountant. If called for documents such as copy of final bill or other relevant documents, to be submitted for verification

2) Key Construction Activities Criteria:

Applicants/ Bidders should have completed Sl. No. 1, 3 & 5 and any two of other Key Construction Activities as included in the scope of the proposed work, either completed separately or combined in qualifying works (contract completed):

If the proposed building has the following 9 numbers Key Construction Activities, then the Applicants/Bidders should have carried out at least 5 out of them as detailed above.

1. Piling work/Raft Foundation.
2. Fire Fighting/Detection/Public Addressing System.
3. HVAC.
4. Façade work such as External Glass / Metal Cladding.
5. Electrical Sub-station.
6. Lifts /Escalators.
7. Sewerage Treatment System.
8. Water Treatment Plant.
9. Solar P V.

Note:

- a) In case, applicant/ bidder is qualifying under Criteria of Work experience with Three completed works of similar nature (contract completed) each costing not less than the amount equal to 40% of the Estimated Cost, then 50% in numbers of any of Key Construction Activities of proposed work shall be completed separately or combined in these qualifying works.
- b) In case, applicant/ bidder is qualifying under Criteria of Work experience with Two completed works of similar nature (contract completed) each costing not less than the amount equal to 50% of the estimated cost, then 50% in numbers of any of Key Construction Activities of proposed work shall be completed separately or combined in these qualifying works or in any of the other completed works of similar nature (contract completed) having value equal to or more than 40% of the estimated cost.
- c) In case, applicant/ bidder is qualifying under Criteria of Work experience with One completed work of similar nature (contract completed) costing not less than the amount equal to 80% of the estimated cost, then 50% in numbers of any of

Key Construction Activities of proposed work shall be completed in this qualifying work or in any of the other completed works of similar nature (contract completed) having value equal to or more than 40% of the estimated cost.}

Note: For Evaluation:

Qualification Criteria for Key Construction Activities: At least 50% activities as mentioned above to be available. Minimum qualifying amount for individual activities need not be specified.

B. Financial Strength:

1. Average Annual Financial Turn Over:

The Applicant should have Average Annual Financial Turn Over of not less than **Rs. 1951 Lakh** on similar works considering average of three financial years ending 31st March 2024. (Scanned copy of certificate from Chartered Accountant to be uploaded with his Seal/ signatures and registration number.)

Note: In case final audited account statements are not available for the last year, then provisional account statements can be submitted duly certified by Chartered Accountant.

2. Solvency/ Banker Certificate or Net worth Certificate (any one to be submitted):

Solvency/ Banker Certificate submitted to be at least **Rs. 1560.80 Lakh** and should not be older than **Six Month old** from the last date of submission of Bid. Solvency/ Banker Certificate should have been issued by a Scheduled Commercial (ie., Indian or Foreign Banks included in Second Schedule of Reserve Bank of India Act 1934 excluding Co-operative Banks or Regional Rural Banks). (Sample Form for Solvency Certificate – Annexure-I is attached)

Or

Net worth Certificate of minimum **Rs. 390.20 Lakh** issued / certified by Chartered Accountant (Sample Form for Net worth Certificate – Annexure-II is attached)

3. Disqualification:

Even if an applicant meets the Qualification Criteria, he shall be subject to disqualification if he or anyone of the constituent partner/Director is found to have:

- i) Made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements **and / or**
- ii) Records of poor performance during the last five years, as on the date of NIT, such as abandoning the work, rescission of the contract for reason which are attributable to non performance of the contractor, inordinate delays in completion, consistent history of litigation resulting in awards against the contractor or any of the constituents, or financial failure due to bankruptcy and so on and / or.
- iii) On account of currency of debarment by any Government Agency

4. Additional Eligibility Criteria

There will not be unauthorized time overrun of the Qualified Work(s) executed by the bidder and submitted in the bid document beyond 25% of time period stipulated in the contract agreement and authorized extended time period duly approved by client. Extension granted without LD will be considered as an authorized extension. The Performa in which the Bidder should obtain the performance certificate for the executed works is enclosed in Bid II Annexure I.

The Bidder should have Valid GST registration/ EPF registration/ PAN NO.

5) **Joint Ventures applicants will not be considered.**

6) **Performance Report : As per Performa – Annexure-III**

Only Bidders who have carried out similar nature of Works and fulfilling above criteria shall participate in the e-tendering process.

The Tender Documents consist of BID I (EMD & Tender Cost Envelope), BID II (Prequalification bid), Bid III (condition of contract, special condition, Technical Specifications, Approved Makes of Materials & Financial bid). The Bidder shall go through the Bid-II and Bid-III of the Tender before submitting the Online Bids.

Bidder has to submit the Tender Online/Offline Bids as under;

BID – I (EMD & Tender Cost): Big Sealed envelope superscripting the name of work consisting of two separate sealed envelopes as per following and to be submitted to our office:

- a) **Tender Fee of Rs. 11,800/-** (Including 18% GST (non-refundable)) in the form of Demand Draft / Pay Order in favor of “Life Insurance Corporation of India” payable at Mumbai. Scanned copy of DD/Pay Order to be uploaded while submission of online Bids within specified date & time.
- b) **Earnest Money Deposit of Rs .78,04,000/- (Rupees Seventy Eight Lakh Four Thousand Only)** either by RTGS or in the form of Demand Draft / Pay Order in favor of “Life Insurance Corporation of India” payable at Mumbai. Or Bank Guarantee from any Scheduled commercial Bank only (i.e. Indian or Foreign Banks included in Second Schedule of Reserve Bank of India Act 1934 excluding Co-operative Banks or Regional Rural Banks) and not from Scheduled Co- Operative bank in the enclosed format. Scanned copy of DD/Pay order/Bank Guarantee to be uploaded while submission of online Bids within specified date & time.

Original physical DD/Pay Order/Bank Guarantee of EMD and DD/Pay order of Tender Cost should be submitted to the Chief Engineer, LIFE INSURANCE CORPORATION OF INDIA, Engineering Department, 1st floor, West Wing, Western Zonal Office, “Yogakshema”, Jeevan Bima Marg, Mumbai – 400 021 in the sealed envelope on or before the date & time specified / extended date & time if any for submission of online Bids. If the Bidder fails to submit Original physical Bank Guarantee and Original DD/Pay Order on or before the specified date and time, the Bid Document will be declared non-Bonafide and shall not be opened irrespective of fact that scanned copy of the BG might have been uploaded in e-Portal, even if the delay is due to extraneous factor.

BID – II: Prequalification Bid (Pre Qualification Bid Form with Annexure) : The Bidder shall upload the Filled up and signed scanned copy of the Pre Qualification Bid form (Filled up and signed) along with supporting documents/ attachments and Statement of Accounts duly certified by a Chartered Accountant with Registration number, etc. All documents shall be self-attested by authorized person of bidder with an undertaking that full responsibility is taken by him/ her on behalf of the bidder for veracity of submitted documents. The scanned copy of the Demand Draft/ Pay Order of Tender Fee and BG of EMD shall be uploaded in BID II. Apart from online submission prequalification bid with annexure the bidder is required to submit physically the prequalification bid with annexure in a hard bound form covered in a sealed envelope super scribing “**Prequalification Bid**”. In case of any dispute the physically submitted copy will have precedence over online submission.

BID – III including financial bid - The Lump Sum Amount in figures shall be quoted in the Financial Bid Template. No other document, conditions shall be uploaded along with documents of **FINANCIAL BID**.

- 7) Those intending tenderer/contractors not registered on the website i.e. **www.tenderwizard.com/LIC** mentioned above with M/s Antares Systems Limited are required to get registered beforehand. If needed they can be imparted training on online tendering process as per details available on the website ie., www.tenderwizard.com/LIC. The intending tenderer must have class-III digital signature to submit the tender.

Note: -

- (a) The Bidder will be considered for pre-qualification only after satisfactory verification of the genuineness of the Bank Solvency/Net worth certificate and submitted documents as the proof of Credentials. In case the BG and the proof of credentials submitted by the Bidder is not genuine the Bidder will be barred from participating in the tender of the Corporation for 2 years period and the information will be shared with Govt. of India, Banks and other financial institutions, their previous/present employers etc.
- (b) Any Bidder applied and fulfilling the selection criteria may not be considered for enlistment if unsatisfactory performance report/s is/are received for the completed projects from their previous employer/s. The credentials of works executed under Joint-Ventures system and applications from Joint Venture agencies shall not be accepted.
- (c) In case of qualifying works are from private sector the following documents shall be submitted to ascertain genuineness of the works
- i) The applicants/bidders to submit payment received details duly certified by Chartered Accountant. If called for documents such as copy of final bill or other relevant documents to be submitted for verification
 - ii) If the tender stipulates any prequalification criteria for specialized work like Interior works, HVAC, fire alarm. Furniture, supply of Chair etc. the copy of the final bill of the relevant work shall be submitted for proof of work

- a. Certificate submitted from the previous employers in support of credential should clearly mention the postal address, telephone number and email ID of the concerned authority of the employer. Similarly Bank solvency certificate should Clearly mention postal address as bank, Email id and Contact number.
- b. The Chief Engineer reserve the right to not open Financial Bid of any / all the Bidders at his sole discretion without assigning any reason whatsoever.

Date: 19.11.2024

CHIEF ENGINEER

Annexure-I

To
The Chief Engineer /Dy.Chief Engineer(I/C)
WZO, Mumbai

BANKERS CERTIFICATE FROM A BANK

This is to certify that to the best of our knowledge and information that M/s Shri.....
..... having marginally noted address as a customer of our Bank are /is
respectable and can be treated as good for any engagement up to a limit of Rs.....
(Rupees.....)

This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

(signature of Authorised Official)
For the Bank

NOTE:

1. Banker's certificate should be on the letter head of the Bank addressed to the tender issuing authority.
2. In case of partnership firm, certificate should include names of all partners as recorded with the bank
3. The bid will not be considered valid if any change to the above format is made.

Annexure –II

FORM FOR CERTIFICATE OF NETWORTH FROM CHARTERED ACCOUNTANT

It is to certify that as per the audited balance sheet and profit and loss Account during the financial year..... the net worth of M/s(Name and Registered address of individual/Firm/company as on 31st March.....(previous financial year from the year in which NIT published/ application invited for Empanelment) is Rs.....(Rupees.....) after considering all liabilities. It is certified that computation of networth based on my/our scrutiny of the bank accounts, records and documents is true and correct to the best of my/ our knowledge .

Signature of Chartered Accountant)

Name of Chartered Accountant

Membership No of ICAI.

Date:

Seal:

Note :

1. The net worth certificate should be on letter head of the chartered accountant.
2. In case of bidder is partnership firm . certificate should include names of all partners as recorded with the Chartered Accountants.

Annexure –III**PERFORMANCE REPORT OF WORKS REFERRED IN QUALIFICATION BID.**

| | | |
|------|---|--|
| 1 | Name of the Agency | |
| 2 | Name of work / project & location. | |
| 3 | Agreement No | |
| 4 | Estimated cost | |
| 5 | Tendered cost | |
| 6 | Date of start | |
| 7 | Date of completion | |
| | i) Stipulated date of completion | |
| | ii) Actual Date of completion | |
| 8 | If actual date of completion is beyond original stipulated date of completion. | |
| | a) Extended period without imposition of penalty/Liquidated damages for -----Number if days/Months. | |
| | b) Extended period with imposition of penalty/Liquidated damages for -----Number if days/Months. | |
| 9 | Performance Report : | |
| i) | Contractor Site organization | a) Well organized b) Adequate c) Poorly organized |
| ii) | Quality of materials with reference to specifications. | a) Good. b) Satisfactory c) Poor |
| iii) | Workmanship and Supervision | a) Good. b) Satisfactory c) Poor |
| iv) | Labour Relations and facilities | a) Good. b) Satisfactory c) Poor |
| v) | Attitude towards settlement of disputes and differences. | a) Co-operative b) Non-co-operative |
| vi) | Safety Record. a) Were there any accidental / Structural collapse at site. b) If answer to (a) is Yes, state whether due to | i) Yes ii) No i) Negligence ii) Improper work iii) Reason beyond control |

1. Any other remarks :

Dated

Signature of Authorized official

(Note: Bidder shall obtain Performance Certificate from the Employer in above format and submit along with pre-qualification documents)

e-Tendering Programme.

1. Online bids are hereby invited for the works mentioned below through online e-Tendering System portal <http://www.tenderwizard.com/LIC> **from the intended contractors.**
2. **e-Tender for Engineering Procurement & Construction (EPC) based on conceptual architectural drawings for The proposed construction of Sales Training Center(STC) , Hostel, VVIP and VIP Guest House , Common Hall and Officers Quarters at Sector-I Vastrapur, Ahmedabad.**

| Sr. No. | Name of Work | Estimated Cost | Earnest Money Deposit (EMD) | Tender Document Fee |
|---------|--------------------|----------------|-----------------------------|---------------------------|
| 1. | As mentioned above | Rs.3902 lakhs | Rs .7804000/- | Rs.11800/-(Including GST) |

3. Possession of Digital Signature Certificate (DSC) and registration of the contractors on the portal i.e. <http://www.tenderwizard.com/LIC> is a prerequisite for e-Tendering.
4. Last Dates of various activities by bidder:- as per Key dates

For Registration and for further details on e-tendering, please visit website above mentioned portal (website) or below mentioned Helpdesk details.

Office Address:-E-Tender helpdesk, "Honganasu", #137/3, Bangalore Mysore Road, Opp. KMS Coach Builders, Kengeri, Bangalore – 560 060."

Help Desk Contact Details:-

| | | |
|--|---|--|
| Mr. Lokesh,(E-mail : lokesh.hr@antaressystems.com) Ph:09686115304 | Mr. Raghu Prashant, (E-mail : raghuprashanth@antaressystems.com) Ph:09686115323 | Mr. Senthil : senthil@antaressystems.com Ph:8693843194 |
|--|---|--|

KEY Dates:

| Sr. No. | Department Stage | Contractor Stage | Start Date and Tim | Expiry Date and Time |
|---------|--|---------------------------------------|--|-------------------------|
| 1 | Release of Tender document | - | On 19.11.2024 | |
| 2 | - | Downloading of Tender Document | 19.11.2023 17.01 Hrs | 09.12.2024 23.59 Hrs |
| 3 | Pre Bid meeting | | 03.12.2024 at 11.30 Hrs | -- |
| 4. | | EMD remittance by RTGS | 09.12.2024 up to 23.59 hours (ref: to be submitted with UTR number and Bank Address) | |
| 5 | | Physical submission of EMD & BID-II | | 10.12.2024 15.00 Hrs |
| 6 | | Online submission of tender documents | | 09.12.2024 23.59 Hrs |
| 7 | Online & Physical Opening of BID II and Online Opening of BID I & BID II | - | 10.12.2024 15.30 Hrs onwards | - |

NOTE: The date of opening of BID III (Financial BID) shall be intimated at a later date to contractors, who fulfill the selection criteria,

INSTRUCTIONS IN REGARD TO SUBMISSION OF TENDERS

NOTE: Tenderer should note that non-compliance of the following instructions will render the tender liable for rejection.

Contractor has to submit the tender as follows:-

- (1) **BID I:** Big Sealed envelope consisting of two separate sealed envelope as per following :-
- (a) Tender Fee of Rs. 11800/- (Including 18% GST/-) in the form of Demand Draft/Pay order in favour of "Life Insurance Corporation of India" payable at Mumbai

Earnest Money Deposit of **Rs .78,04,000/- (Rupees Seventy Eight Lakh Four Thousand Only)** in the form of Demand Draft/Pay Order/Banker's Cheque in favour of "Life Insurance Corporation of India" payable at Mumbai. (or) **Bank Guarantee for the full amount i.e for Rs .78,04,000/- (Rupees Seventy Eight Lakh Four Thousand Only) as per the prescribed format as per Annexure-B**

NOTE: Please note that MSME/NSIC Certificates will not be considered for waiver of EMD. EMD shall be submitted. Hence all participating agencies should submit EMD's as stipulated by us in the form for stipulated amounts payable at Mumbai. If any agency fails to submit the EMD's along with the tender, the tender shall be treated as Non-Bonafied.

- (2) **BID-II** :- Prequalification Bid (Enrolment form with Annexures) The Tenderer shall fill in the enrolment form and upload the supporting documents / attachments. The scanned copy of the Demand Draft/Pay Order of Tender Fee and Demand Draft/Pay Order/Banker's Cheque/ Bank Guarantee of EMD shall be uploaded in BID I.
- (3) **BID III** :- Consisting of documents (PART-I , PART-II and PART-III (FINANCIAL BID). The Tenderer shall download the documents, fill in their relevant information, sign & stamp and upload in the portal. The Item rates in words and figure shall be quoted in the templet provided. No other document, conditions shall be uploaded along with documents of FINANCIAL BID.

Note: (a) Any agency applied and fulfilling the selection criteria may not be considered for enlistment if unsatisfactory performance report/s is/are received for the Completed projects from their previous Employer.

(b) The Chief Engineer reserve the right not to open Financial bid of Tender or any/all the Applicants at his sole discretion without assigning any reason whatsoever.

Date: 19.11.2024

CHIEF ENGINEER

1. Address to which the BID No. I i.e.(EMD) is to be submitted.

**The Chief Engineer,
L.I.C. of India, Western Zonal Office,
1st FLOOR WEST WING,
JEEVAN BIMA MARG “YOGAKSHEMA”,
MUMBAI – 400 021**

2. Last date for receipt of tenders ---As per Key Dates -----
3. Tenderer should ensure that the tender is received before the due date and time specified in the Key Dates of online tender.
4. Tenderer should fill in all the relevant information in prescribed templates/forms and put his Digital signature on the relevant places as required in the e-tendering System.
5. The schedule of Quantities should be filled in as per the format given in the online e-Tender.
6. Tenderer should note that he has to quote **Lump sum amount** in the column provided up to two decimals only both in figures and words.
7. No liability whatsoever will be admitted nor claim allowed in respect of errors in the submitted tender due to missing / duplicate uploaded documents.
8. Proforma of Articles of Agreement should not be filled in by the tenderer. While the contract shall be deemed to have come into existence on issue of letter of acceptance to the successful tenderer, formal agreement shall be signed thereafter with the successful tenderer on non-judicial stamp paper of requisite value as per the proforma of Articles of Agreement.
9. Earnest Money of **Rs .78,04,000/- (Rupees Seventy Eight Lakh Four Thousand Only)** accompanying the tender will be accepted only in the form of Demand Draft/Pay Order/Banker's Cheque of any Nationalised Bank/Approved Scheduled Bank drawn in favour of “LIFE INSURANCE CORPORATION OF INDIA” payable at Mumbai (or) **Bank Guarantee for the full amount i.e for Rs .78,04,000/- (Rupees Seventy Eight Lakh Four Thousand Only) valid for 45 days plus six months** . Any tender, which is not accompanied by Earnest Money Deposit, shall be summarily rejected. No interest will be paid for the period during which the earnest money lies in deposit with the Employer.
10. The tender shall be accompanied by a certified true copy of Power of Attorney in favour of the signatory to the tender documents. If the tender is submitted on behalf of a firm, it must be signed either by all partners or person holding a valid power of attorney from all partners constituting the firm. The person signing the tender on behalf of another partner(s) or on behalf of a firm on Company shall attach with the Tender a proper Power of Attorney duly executed in his favour by such other person(s) or by all the partners in accordance with the Constitution of the Company / Articles of Association, stating that he has the authority to sign on behalf of such other person(s) of the firm or the Company as the case may be, in all matters pertaining to the contract including the Arbitration Clause. The tenderers can submit the scan copy of the same on the online portal.

11. Contractors are warned that Cash, or Encashable Cheque, or Bank or Insurance Guarantee, or Fixed Deposit receipt in lieu of the aforementioned form of Earnest Money remittance will not be accepted
12. Tenders containing errors are liable to be considered non-bonafide at the discretion of the Chief Engineer
13. Tenderer should note that tender should remain open for consideration for a minimum period of **NINETY (90) DAYS** from the date fixed for the receipt of tenders.
14. The Life Insurance Corporation of India reserves the right to accept any tender or to accept tenders in part; to reject any or all tenders without assigning reasons thereof.
15. Contractors should fill in their **Lump sum Amount** both **FIGURES and WORDS**.
16. When there is a difference between the Amount in figures and in words, the amount which correspond to the total amounts worked out by the contractor, shall be taken as correct.

INFORMATION & INSTRUCTIONS TO THE BIDDERS
FOR USING ONLINE ELECTRONIC TENDERING SYSTEM (eTS)

Special Conditions & instructions for using online Electronic Tendering System (eTS) through portal (website) <http://www.tenderwizard.com/LIC> adopted by Life Insurance Corporation of India (LIC), Western Zonal Office, Mumbai as given in the subsequent pages will over-rule the conditions stated in the tender documents, wherever relevant and applicable.

- **Registration of the Contractors/Bidders:** All the Contractors intending to participate in the tenders floated online using Electronic Tendering System (ETS) are required to get registered on the eTender Portal (website) <http://www.tenderwizard.com/LIC>

After successful Registration on above mentioned portal **contractor will** get a User ID and Password to access the website.

- **Viewing of Online Tenders:** The contractors/bidders can view tenders floated on online Electronic Tendering System (ETS) hereinafter referred as “e-Tendering System” through portal (website) at <http://www.tenderwizard.com/LIC>. They can view the details like Tender Notice, Terms and Conditions, drawing (if any) and any other information. To download through they need to login on to the above portal and can download the tender documents of an e-Tender.
- **Obtaining a Digital Certificate and its Usage:** On e-Tendering System the bids should be Encrypted and Signed electronically with a Digital Signature Certificate (DSC) to establish the identity of the bidder on online Portal. The Digital Signature Certificate (DSC) has two keys i.e. Public Key and Private Key. The Public Key is used to Encrypt (code) the data and Private Key is used to decrypt (decode) the data. The Encryption means conversion of normal text into coded language whereas decryption means conversion of coded language into normal text. These Digital Signature Certificates (DSCs) are issued by an approved Certifying Authority, by the Controller of Certifying Authorities (CCA India), Government of India.
- The contractors may obtain Class III digital certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities on the portal <http://cca.gov.in>. or may obtain information and application format and documents required for issue of digital certificate from our Service Provider for Electronic Tendering System (ETS):
 - **Office Address:-E-Tender helpdesk**, “Honganasu”, #137/3, Bangalore Mysore Road, Opp. KMS Coach Builders, Kengeri, Bangalore – 560 060.”
 - **Help Desk Contact Details:-**

| | | |
|--|---|--|
| Mr. Lokesh,(E-mail : lokesh.hr@antaressystems. com) Ph:09686115304 | Mr. Raghu Prashant, (E-mail : raghuprashanth@antaressyste ms.com) Ph:09686115323 | Mr. Senthil : senthil@antaressyste ms.com Ph:8693843194 |
|--|---|--|

- The Bid (Online Offer) for a particular e-tender may be submitted only using the Digital Signature Certificate (DSC), which is used to Encrypt (codified) the data and sign the Hash (Impression of your data) during the stage of Bid Preparation and Hash submission. In case, during the process of a particular e-tender, the user loses his Digital Certificate (i.e. due to virus attack, hardware problem, operating system problem), he may not be able to submit the bid online. Hence, the users are advised to keep their Digital Signature Certificates in safe custody.
- The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.
- Bidders participating in e-tendering shall check his/her validity of Digital Signature Certificate before bidding in the specific work floated online at the e-Tendering Portal (website) through <http://www.tenderwizard.com/LIC>.
- **Submission of Earnest Money Deposit:**
Contractors have to deposit EMD of required amount and in the form as stated in of DD/ BG in a sealed envelope on and before of required amount as mentioned in the respective e-Tender in the form of "CROSSED DEMAND DRAFT " of any of the Nationalized Banks drawn in the favour of the "Life Insurance Corporation of India" payable at "Mumbai" only, and not in the favour of any other Authority or Location .
 - Refund of Earnest Money Deposit to the unsuccessful bidders will be made through RTGS/NEFT.
 - A scanned copy of DD against EMD & Tender Fee should be uploaded mandatory while Bid Preparation stage (as per the Key Dates mentioned in e-Tender and Tender document) and **original D.D./BG should be submitted to Chief Engineer, LIFE INSURANCE CORPORATION OF INDIA, Engineering Department, 1st floor, West Wing, Western Zonal Office, "Yogakshema", Jeevan Bima Marg, Mumbai – 400 021 in the sealed envelope (BID II) on or before the due date mentioned in Key Dates of e-Tender, otherwise your BID I will not be opened.**
 - **NOTE: Please note that MSME/NSIC Certificates will not be considered for waiver of EMD. Separate DD's for EMD shall be submitted. Hence all participating agencies should submit EMD's as stipulated by us in the form of DD's for stipulated amounts payable at Mumbai. If any agency fails to submit the EMD's along with the tender, the tender shall be treated as Non-Bonafied.**
- **Tender Download:**
 - The Eligible Bidders can download the Tender Document online from above e-Tendering Portal <http://www.tenderwizard.com/LIC> before the Tender closing date & time mentioned in the e-Tender floated.

- **Submission of Bid Hash of online bids:**
- The bidders are required to prepare their bids on online e-Tendering Portal as mentioned above. During bid preparation the bidders have to send their Public Key of DSC hence they are advised to procure DSCs at earliest to participate in the e-Tender. They are required to upload the scan copies of Demand Draft for Tender Document Fees and Earnest Money Deposit. Also bidders are required scan and upload any other documents related to their credentials and submit wherever asked online. The bidders have to prepare their commercial bid online during in this stage only and seal (Encrypt) and digital sign the online bid with their Digital Signature Certificates. The Bidders should take note of any corrigendum being issued on the web portal on a regular basis. They should view and note down or take a printout the Bid Hash submitted and ensure that it matches during "Re-Encryption of Bids" stage. The bidders will not be able to change their technical details and offer (rates) after expiry of due date and time on online portal.
- **Generation of Super Hash:** After the time of submission of Bid Seal (Hash) by the Contractors/Bidders has lapsed, the bid round will be closed and a "Digitally signed tender Super-Hash" will be generated by concerned LIC Department official. This is equivalent to sealing the tender box.
- **Re-Encryption of Bids:** Once the Generation of Super Hash stage is completed the Contractors/bidders have to decrypt their bids as they are in encrypted mode by their DSC and re-encrypt with Department user's Public Key which will be included in the e-Tender. During this process they need use their DSC for decryption of Bids and signing of Bid Hash once again for security. The electronic bids of only those Contractors/bidders who have submitted their bid seals (hashes) within the stipulated time, as per the tender time schedule (Key Dates), will be accepted by the system. A Contractor who does not submit his bid seal (hash) within the stipulated time will not be allowed to submit his bid (Re-Encryption). This stage could be considered as transfer of control to LIC Department user.
- Pre-bid discussion with all applicants on key dates.
- **Opening of Tender (Electronic offers):** (a) EMD Bid & Pre-qualification Bid shall be opened on key dates. (b) The date of opening of Price/Financial Bid shall be intimated to the Eligible Bidders.

TENDER EVALUATION PROCEDURE

Tenders are invited in Three Bid tendering system.

1. BID I (E.M.D. Bid) : Earnest Money Deposit of **Rs .78,04,000/- (Rupees Seventy Eight Lakhs Four Thousand Only/-)** in the form of Demand Draft/Pay Order/Banker's Cheque in favour of "Life Insurance Corporation of India" payable at Mumbai. OR in the form of Bank Guarantee of any Nationalised/Scheduled bank as per Annexure-B on the due date of opening of Pre-qualification Bid, the **BID I will be opened first and the Pre-qualification Bid (BID No.II) of contractors whose Tender Fee and EMD found in order shall be opened online.**

NOTE: Please note that MSME/NSIC Certificates will not be considered for waiver of EMD. Separate DD's for EMD shall be submitted. Hence all participating agencies should submit EMD's as stipulated by us in the form of DD's for stipulated amounts payable at Mumbai. If any agency fails to submit the EMD's along with the tender, the tender shall be treated as Non-Bonafied.

2. BID II (Pre-qualifying): This bid will be online filled in enrolment form with credentials of contractors including copy of DD/Pay Order/Banker's Cheque of Tender fee of Rs.1180/- (Including GST) . and copy of DD/Pay Order/Banker's Cheque /BG of **EMD of Rs .78,04,000/- (Rupees Seventy Eight Lakhs Four Thousand Only/-)** "Pre-qualification" will be selection of contractors on the basis of **minimum bank solvency, Annual turnover & Value of work done of similar nature as mentioned in the selection Criteria.** All the necessary required papers i.e. self attested copies of annual turnover (certified by Chartered Accountant), Bank solvency (issued latest or within One year prior to date of this tender notice), copy of work/ works executed, Completion Certificates. All required scanned documents duly self attested only to be uploaded online.

3. BID III (Financial Bid) : The Price Bid consists of letter to contractor, letter from contractor, Appendix to Condition of Contract, Schedule of Quantities etc . The agency shall fill in the Amount both in words and figures. The agency shall note that no condition shall be mentioned in the Price Bid. **The conditional Tender is liable to be rejected.** The Financial Bid will be opened on the scheduled date. Date of opening of FINANCIAL BID will be conveyed to the agencies who qualify in BID I & II.

Note:

- 1. The EMD of the contractors who do not qualify in Prequalification Bid will be released without opening financial bid.**

ANNEXURE "B"

FORM OF BANK GUARANTEE IN LIEU OF EARNEST MONEY DEPOSIT

In consideration of the Life Insurance Corporation of India, South Central Zonal Office, Mumbai (hereinafter called the Employer) having agreed to exempt (hereinafter called the said Contractor) from the requirement of payment in cash as per terms and conditions of invitation to tender attached to letter No..... issued by the Employer to the said Contractor.....

..... (Hereinafter called the said agreement) for EARNEST MONEY DEPOSIT for the due fulfillment by the said Contractor of the terms and conditions contained in the said agreement on production of a bank guarantee for Rs.....(Rupees. Only) we, do hereby undertake to indemnify and keep indemnified the Employer to the extent of Rs..... against any loss or damage caused to or suffered by the Employer by reason of any breach by the said Contractor of any of the terms and conditions contained in the said agreement.

1. We, the said Bank further agree that the Corporation shall be the sole judge of and as to whether the said Contractor has committed any breach of breaches of any of the terms and conditions of the said contract and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Corporation on account thereof and the decision of the Corporation that the said Contractor has committed such breach or breaches and as to the amount or amount, of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Corporation from time to time shall be final and binding on us.
2. The corporation shall have the fullest liberty without affecting in any way the liability of the Bank under the Guarantee or Indemnity from time to time to vary any of the CONTRACTOR terms and conditions of the said contract or to extend time of performance by the said Contractor or to postpone for any time and from time to time any of the powers exercisable by it against the said Contractor and either to enforce or forbear from enforcing any of the terms and conditions governing the said contract, or securities available to the Corporation and the said Bank shall not be released from its liability under these presents by any exercise by the Corporation of the liberty with reference to the matters aforesaid or by reason of time being given to the said Contractor or any other for-bearance, act or omission on the part of the Corporation or any indulgence by the Corporation to the said Contractor or of any other matter or thing whatsoever, which under the law relating to sureties would but for this provision have the effect of so releasing the Bank from its such liability.
3. It shall not be necessary for the Corporation to proceed against the Contractor before proceeding against the Bank and Guarantee and indemnity herein Contained shall be enforceable against the said bank, not with standing any security which the Corporation may have obtained or obtain from the Contractor at the time when proceedings are taken against the Bank hereunder be outstanding or unrealised;

4. Not with standing anything in any of the foregoing clauses the liability of the Bank under this Guarantee shall not exceed Rs._____ (Rupees _____ only) plus interest, costs, etc., The Guarantee and indemnity shall remain in force till _____. If any extension of time be granted to the Contractor, we undertake to extend the guarantee and indemnity. Unless a claim or demand under this Guarantee and indemnity is made or presented to the Bank within six months from the expiry date, all the rights of the corporation under this guarantee and indemnity shall cease and the Bank shall be released and discharged from the liability hereunder.

We, the said Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the said agreement have been fully paid and its claims satisfied or discharged or till the Employer certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor and accordingly discharges the guarantee subject however that the Employer shall have no rights under this bond after the expiry of the requisite period as per tender condition.

Not with standing anything contained in any of the foregoing clauses the liability of the Bank under this Guarantee shall not exceed Rs._____ (Rupees _____ Only). The Guarantee shall remain in force till _____. Unless a claim or demand under this Guarantee is made or presented to the Bank within three months from the expiry date, all the rights of the Corporation under this guarantee shall cease and the Bank shall be released and discharged from the liability hereunder.

We, the said Bank lastly undertake not to revoke this guarantee and indemnity during its currency except with the previous consent of the Corporation in writing and agree that any change in the constitution of the said Contractor or the said Bank shall not discharge our liability hereunder.

For and on behalf of the Bank

(Name and Designation)

The above Guarantee is accepted by the Life Insurance Corporation of India. For and on behalf of the LIC of India

(Name and Designation)

Date:

NOTE:

(*) FOR COMPANIES

M/s./Shri _____ a company under the companies Act 1956 and having its registered office at _____ in the State of _____ (hereinafter called "the said Contractor" which expression shall unless the context requires otherwise include its successors and assignees.

LIFE INSURANCE CORPORATION OF INDIA
Engineering Dept., 1st floor, West Wing, Western Zonal Office,
“Yogakshema”, Jeevan Bima Marg, Mumbai – 400 021

INSTRUCTIONS FOR FILLING AND SUBMISSION OF PRE-QUALIFICATION BID

The Enrolment Form along with the Annexure A1, A2 and B to G shall be completely filled in all respect along with these instructions for filling and uploading of Enrolment Form.

1. Contractors to note that all particulars required as per the form and Annexures shall be filled in completely in relevant strictly as per the format.
2. The forms not submitted strictly as per the above instructions within stipulated period are liable to be rejected,
3. The Pre-qualifying Bid of the eligible agencies, which fulfill the selection criteria, shall be evaluated. Please note that no enquiries or correspondence regarding the selection for issue of tenders shall be entertained.
4. Latest Solvency Certificate from any Nationalized / Scheduled Bank of an amount of **Rs.1560.80 Lakhs** OR Net worth Certificate of **Rs. 390.2 Lakhs** issued /certified by Chartered Accountant as mentioned in the pre-qualification tender notice should be uploaded submitted along with BID DOCUMENT NO.II.
5. The Contractors are advised to follow the instructions given below :
 - (a) Enrolment Form shall be filled online in the e-tendering portal in capital letters or and typed.
 - (b) Full address of the site of work, owner or authority under whom the works have been carried out should be given (Please refer Annexure D & E).
 - (c) The Tenderer should ensure to submit the satisfactory Completion Certificate giving the value of work, year of completion and it should also tally with the value of final bill in Annexure D.
 - (d) The annual turnover should be based on latest Income Tax Clearance Certificate duly cleared by Income Tax Department or audited balance sheet, copy of which should be enclosed.
 - (e) Copy of Agreement in case of works carried out for private agencies should be enclosed.
6. All the documents uploaded are to be self attested by the authorized signatory.
7. Please note that the submission of PQ BID does not confer any right to claim for selection for further tendering process.
8. Chief Engineer reserves the right to reject the PQ BID of the applicant without assigning any reason whatsoever.

Encl: Enrolment Form with Annexure A1, A2 , B, C, D ,E F G1, G2 & H

CHIEF ENGINEER

PRE CONTRACT INTEGRITY PACT**General:**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on..... day of the month of2019. , between, on one hand, the Life Insurance Corporation of India (hereinafter referred to as "LIC") a statutory Corporation established under section 3 of Life Insurance Corporation Act 1956 (XXXI of 1956) and having its corporate office at "Yogakshema" Jeevan Bima Marg Mumbai 400021. (here in after called the "BUYER" which expression shall mean and include, unless the context otherwise requires, his successors in office assigns) of the First part. And M/srepresented by Shri.....(Hereinafter called the "BIDDER /SELLER/SERVICE PROVIDER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second part.

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

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

NOW, THEREFORE,

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

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

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

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

1. Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting on implementation process related to the contract.
 - 1.2 The BUYER will, during the pre-contract stage/evaluation stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
 - 1.3 All the officials of the BUYER will report to the “**Chief Vigilance Officer**” of the Buyer any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the

BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract of any other contract with the government for showing or forbearing to show favour or disfavor to any person in relation to the contract of any other contract with the Government.

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

- 3.11** The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12** If the Bidder or any of the key personnel of the bidder, actively involved in the project is a relative of any of the actively involved personnel of the Buyer, the same should be disclosed.
The term 'relative' for this purpose would be as defined in section 2(77) of the Companies Act, 2013.
- 3.13** The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee or the BUYER.
- 3.14** The Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

4. Previous Transgression

- 4.1** The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify; BIDDER's exclusion from the tender process.
- 4.2** The BIDDER agrees that if it makes an incorrect statement on this subject, or committed a transgression through a violation of any of the clauses of the commitments of bidder, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Sanctions for Violations:

- 5.1** Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any; compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
 - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - (iv) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

- (v) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/recession and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vi) To debar the BIDDER from participating in the future bidding processes of LIC for a minimum period of five years which 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 this Pact.

6. Independent Monitors:

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

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

- a) Shri. Arun Chandra Verma,, IPS (retd), Flat No.C-1204, C Tower, Amrapali, Plantinum Complex, Sector-119, Noida,(UP), Ph no: 8130386387 Email: acverma1@gmail.com as Independent External Monitor (IEM)
- b) Shri. Jose T Mathew, IFS (Rtd), House No,37/930, Ebrahim Pillai Lane, Via Kakkanad, Thrikkakara-682021 District Ernaakulam , Kerala. Email: jtmat507@gmail.com as Independent External Monitor (IEM)

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

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

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

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

- 6.6** The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, LIC and recues himself / herself from that case.
- 6.7** The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 6.8** The Monitor will submit a written report to the **Chairman, LIC** within 8 to 10 weeks from the date of reference or intimation to him by the BUYER /BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.
- 6.9** If the Monitor has reported to the Chairman, LIC, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman LIC has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

7. Facilitation of Investigation:

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

8. Law and Place of Jurisdiction:

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

9. Other Legal Actions:

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

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

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

10. Validity:

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

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

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

| | | | |
|---------|-------------|--------|----------------------|
| BUYER | | 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.)