



Tender No. Est- 3/2023-24

Tender document
for Providing
Housekeeping and Maintenance of
Guest House at Vijayawada.

Date of Issue of Tender:22-01-2024

Last Date of Submission: 05-02-2024 by 5.30 P.M.

Opening of Bid: 06-02-2024 at 11.00 A.M.



Invitation of Tenders for providing House Keeping and Maintenance of Guest House services at Vijayawada.

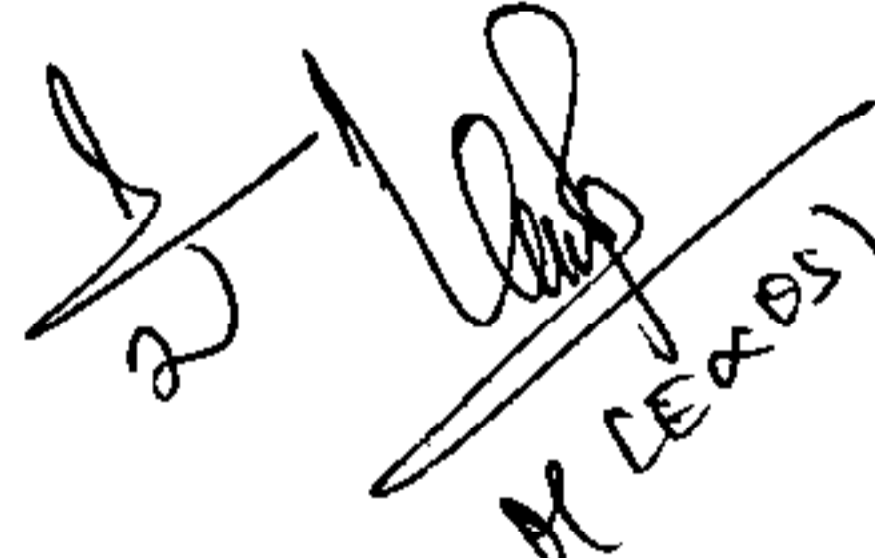
Life insurance corporation of India, Divisional Office, Machilipatnam intends to invite Tenders from reputed licensed Organizations/Individuals having sound capacity and proven track record of at least 5 years in the field with an annual turnover of Rs.1 crore and above during the last 3 financial years and having their head / operating offices in Krishna ,NTR or Guntur Districts of Andhra Pradesh, under Two bid system for providing Housekeeping and Maintenance of Guest house at Vijayawada in sealed envelopes .The Tenders meeting the criteria specified in the Tender shall only be considered for further evaluation.

Tender Forms containing the terms and conditions for providing Housekeeping and Maintenance of Guest House is available at O.S.Department Divisional office on all working days between 10.00 am to 5.30 pm from 22.01.2024 to 05.02.2024 .Tender form can also be downloaded from our Web site www.licindia.in/tenders .Corrigendum if any, will be available in the site only.

The Sr.Divisional Manager, Divisional office, Machilipatnam reserves the right to reject/issue the tender to any agency at his sole discretion without assigning any reason whatsoever.

Dt.22-01-2024


Sr.Divisional Manager


Sr. Divisional Manager



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LIFE INSURANCE CORPORATION OF INDIA

LIC of India:Divisional Office;Machilipatnam-521001

**Tender for providing House Keeping and maintenance of Guest House at
Vijayawada**

Please check that the total number of pages of the Tender Document is 37(from Tender document cover page to pre contract integrity pact)

Each page of the Tender Document must be signed and stamped by the Authorized Signatory of the Bidder before submission. Relevant papers with page number as per check list must be attached.

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Document-1 - Tender Document

Sl.No	Description	Page From & To	No. of Pages	Remarks
1	Cover page	1	1	
2	Tender Notice	2	1	
3	Index	3	1	
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5	Instructions to Bidders	5-7	3	
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8	General terms and conditions	11 to 21	11	
9	Application form	22 -25	4	Annexure A
10	Checklist of documents	26	1	Annexure C
11	Affidavit	27	1	Annexure D
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13	Financial Bid	29-30	2	Annexure B
14	PRE CONTRACT INTEGRITY PACT	31-37	7	Annexure F

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Signature of the Bidder with Seal



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TENDER SCHEDULE

Name of Service	Tender for providing Housekeeping and Maintenance of Guest house at Vijayawada
Tender Document	Tender Forms can be obtained from Divisional Office Machilipatnam (Between 10.00 am to 5.30 pm on all working days from 22.01.2024 to 05.02.2024, on payment of non refundable tender fee of Rs. 250/- + GST @ 18 % Rs 45 / - Total Rs. 295/- (Total Rupees Two hundred and ninety five only) in cash or by Demand Draft on any Nationalized/Schedule Bank in favour of “ Life Insurance Corporation of India ” payable at Machilipatnam at the cash counter at Divisional Office, Machilipatnam. The Miscellaneous Receipt issued by our Cash Counter is to be enclosed with Technical Bid. Tender format is also available in our Web site www.licindia.in/tenders . If tender forms are downloaded from website Demand draft for Rs.295/- drawn on any nationalized/Schedule Bank in favour of “ Life Insurance Corporation of India ” payable at Machilipatnam is to be enclosed to the technical bid of the tender.
Earnest Money Deposit	Rs.20,000 (Rupees Twenty thousand only) by demand draft on any Nationalized/ Schedule Bank in favour of “Life Insurance Corporation of India” payable at Machilipatnam
Security deposit	The successful Tenderer will be required to deposit an amount equal to 5% of contract value, mentioned in the Financial /Price Bid, by way of crossed A/c payee demand draft favouring LIC of India, drawn on any Schedule Bank payable at Machilipatnam.
Date of Sale of Tender Document	22-01-2024 to 05-02-2024
Pre bidding meeting	29-01-2024-11.00.AM
Last date of Submission of Tender	05-02-2024 by 05.30 PM
Date and time of Opening of Technical Bid	06-02-2024 11.00 AM
Date & time of opening the Financial Bid	Shall be intimated later on to the technical bid qualifiers.
Agreement period	The contract for Housekeeping Service shall be valid for one year from the date of offer of contract. Which if found satisfactory, after further review and evaluation, can be renewed further for ONE year (maximum two such occasions total three years), on the same terms and conditions subject to three months advance consent of both of the parties prior to the termination of the contract.
Notice period for termination of Agreement	One month if LIC of India, Divisional Office, Machilipatnam intends to terminate the Agreement. Three months if the Service Provider intends to terminate the Agreement.
Validity of Bid	Six (6) months from the opening of the tenders



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INSTRUCTIONS TO BIDDERS
(for Housekeeping & maintenance of Guest House at Vijayawada)

1. **EARNEST MONEY DEPOSIT (EMD):** The tender should be accompanied by a refundable Earnest Money Deposit as mentioned in the tender schedule 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. The Earnest Money Deposit will be refunded to the unsuccessful bidders after finalization of the tender. The Earnest Money Deposit will not carry any interest. If the bidder withdraws his tender after submission the EMD paid by him will be forfeited. The Earnest Money Deposit paid by the successful bidder may be converted into Security Deposit. If the successful bidder fails to take up the work order as specified there in the EMD paid by him will be forfeited.
2. **Security Deposit:**The successful Tenderer will be required to deposit an amount of 5 % of the accepted tender amount of a year. The Security Deposit has to be deposited with LIC of India within 15 (fifteen) days from the date of issue of Letter of Acceptance by LIC of India. Security Deposit can be 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. The total Security Deposit will be refunded without any interest, after success completion of the total Contract Period subject to deductions for any appropriations thereof required to be made by LIC of India as dues from the tenderer.
3. The offers are to be submitted in two Bid systems i.e. Technical Bid and Financial Bid. Both Bids must be submitted at the same time giving full particulars in the prescribed formats but in separate sealed covers. Three envelopes duly sealed should be used for submission of Tender as under:

Envelope no – 1 should contain

- (a) **Technical Bid (as per Annexure A)** submitted with all related documents.
- (b) Tender Fee by Demand Draft/ Bankers Cheque favouring Life Insurance Corporation of India payable at Machilipatnam if not paid at our cash counter at Machilipatnam Divisional Office or miscellaneous receipt issued by LIC of India Machilipatnam Divisional Office in payment of tender fee+ GST.
- (c) EMD: Demand Draft /pay order for EMD 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. If DD of EMD is placed in other than envelope-1, then the bid will be treated as invalid.
- (d) Other documents duly signed and sealed on all pages like Instructions to Bidders, Terms and Conditions, Eligibility Condition, Annexure – A, Annexure – C and Annexure – D (on stamp paper of Rs 100/- duly notarized),Annexure-E and Annexure-F. This envelope should be sealed properly and **super scribed as “Technical Bid- Tender for**

Providing Housekeeping and Maintenance of Guest House Services at Vijayawada”

Note: All papers pertaining to technical bid should be in serial as per checklist Annexure- C (Only relevant papers as per tender requirements with page number as per check list must be attached)



Envelope no – 2 should contain

Financial Bid (as per Annexure B):

This envelope should be sealed properly and super scribed as **“Financial Bid-- Tender for Providing Housekeeping and Maintenance of Guest House Services at Vijayawada”**

Envelope no- 3:

Both the above envelopes (Envelope 1 & 2) are to be placed in Envelope no 3 **superscribed as “Tender No. Est 03/ 2023-24 - Tender providing Housekeeping and Maintenance of Guest house at Vijayawada.**

4. The duly filled in and completed tender should be submitted to

**The Manager (E &OS)
LIC Of India
Divisional Office
“Jeevan Prakash” KennedyRoad, Machilipatnam
Pin 521001**

5. The Technical Bid will be opened in the presence of Bidders or their authorized representatives who may like to remain present. All Bidders are advised to remain present (self or representative) in their own interest. The authorized representative must bring an authority letter from the bidder. Only properly sealed tenders will be opened. **Unsealed or improperly sealed tenders are liable to be rejected. Conditional bids will also be summarily rejected.**

After scrutiny of the technical bids, in order to satisfy itself about the nature and quality of services rendered by the tenderer, LIC of India may depute its Officer (s) or authorized representative to visit the Establishments mentioned by the bidder. Besides, LIC of India may also arrange for verification of any document/ testimonial submitted by bidder in support & compliance of technical criteria as laid down in the tender document. It will be mandatory for the bidder to extend full cooperation to LIC of India so that necessary verification is completed without any delay. **In case the bidder fails to cooperate or where after verification it is revealed that bidder does not meet with the criteria as laid down in the Tender Document, then his bid would be considered as non- responsive/unqualified bids and the same will not be processed further.** The EMD paid by the bidder will be forfeited in addition to the any other penalty imposed by the Corporation.

6. The financial bids of only those bidders, whose Technical Bid offer 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 only.

7. The documents should be enclosed with the Technical Bid as per Check list refer Annexure C.

8. Non submission of Documents referred in Technical Bid / Non disclosure of relevant information or furnishing of incorrect information, documents may suffer disqualification.

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



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10. All the pages of the tender form are to be signed by the bidder. In case of joint ownership, all owners have to sign on all the pages of the bids (Technical and Financial bids) or by any one of the partners who is authorized by all the partners to sign on their behalf. Authorization letter to this extent signed by all the partners under the seal of the firm must be attached. In the case of a Company, the person authorized by the company Board has to sign on all the pages of the tender document. The incomplete bids and bids lacking in details and without signatures may liable to be rejected.

11. Bidder should note that their tenders will remain open for consideration for a minimum period of 06 (Six) months from the date of opening of Technical bid.

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

For any query, firms may contact our office on 08672-222058 during office hours or mail to us on os.machilipatnam@licindia.com .



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Eligibility Criteria & Requirements

- (1) The Applicant must be a Registered / Licensed Organization / Partnership firm / Sole Proprietorship and must be running office in Krishna,NTR or Guntur Districts for the last 5 years.
- (2) The Applicants who are having track record of minimum 5 years with reputed client in rendering Housekeeping and similar Services will be given preference. (Data to be submitted in the Technical Bid (Annexure-A).Copies of work orders to be submitted.
- (3) The applicant must have sound financial capacity/ credit worthiness acceptable to LIC of India.
- (4) The applicant must have annual turnover of minimum 1 Crore in each of the financial Years: 2020-21, 2021-22 & 2022-23. He has to submit
 1. Attested copies of Income Tax Returns for the Financial Years 2020-21, 2021-22 & 2022-23.
 2. Audited Copies of Balance Sheets for the financial years 2020-21, 2021-22 & 2022-23 certified by Chartered Accountant.
 3. Turnover certificate for the Financial Years 2020-21, 2021-22 & 2022-23
- (5) A. The applicant must produce relevant documentary evidence along with the tender application form, in support of fulfillment of criteria as per Points 1 to 4 as mentioned above.
B. Non-disclosure of relevant information or furnishing of incorrect information / documents shall lead to disqualification.
- (6) The applicant must not have been at any time declared as insolvent or convicted for any offence, and should not have been prosecuted or suffered any penalty for violation of any labour law or any other law by any court or any other Government Authority.
- (7) The applicant shall comply with all the requirements of labor laws; obtain all licenses / approvals / permissions to carry on the business of Housekeeping & Maintenance services.
- (8) The applicant should not have abandoned any Housekeeping contract Awarded by any of his client before the expiry of prescribed period of contract.
- (9) The applicant should neither be a sub-contractor to any other entity/ person, nor should, at any time, sub-let to any other person, the contract awarded to the applicant.
- (10) The applicant has not suffered any disqualification to render the house keeping Services at any time in respect of matters not enumerated herein.
- (11) The contractors, who have already rendered Housing keeping and maintenance Services at Divisional Office, will be allowed to participate if their work records are impeccable.
- (12) The contractors should not be a party to any cartel at any time for processing any contract including the present tender.



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- (13) The bidders are advised to inspect the premises where the services are required to be offered and assess for requirements and financial commitments themselves before submission of the tender.
- (14) The tender should be submitted so as to reach DO, Machilipatnam on or before the date and time specified in the covering letter. LIC of India is not responsible in any manner for the postal delay / loss / non receipt of the tender.
- (15) The rates to be quoted shall be inclusive of all i.e., providing Housekeeping and Maintenance Services inclusive of all statutory payments charges, levies etc. if any, excluding GST. Refer the Conditions mentioned in the Annexure-B (Financial Bid).
- (16) The House keeping Agency is required to provide its NEFT details with PAN No. along with the tender documents.
- (17) Corrections, if any, in the quotation should be duly authenticated with full signature. In case of any difference between the figures and the wordings, the wordings will be taken as the correct one.
- (18) The quotation should be either typewritten or neatly and legibly hand written in dot-pen. The tender should be signed at all places provided therein. Also all pages and corrections/ alterations should be initialed. Each sheet of the tender document is required to be signed along with the seal by the authorized person/ persons submitting the tender in token of his/ their having acquainted themselves with the Tender Notice, Scope of work / Duties of service persons, Tender Schedule / Instructions to Bidders, General Terms and conditions, Eligibility Conditions, Technical Bid, Financial bid, and all other clauses of this tender document. Any tender document not so signed may be liable for rejection.
- (19) Any tender not complying with eligibility criteria and requirements shall be liable for rejection.
- (20) ***In case more than one bidder quoting the lowest identical price, the bidder having office In Vijayawada City will be selected. If more than one agency is having office in Vijayawada City then decision will be taken on the basis of the agency having highest turnover for the year 2022-23.***
- (21) If the successful bidder fails, in course of agreement period, to comply with the Terms and Conditions of the agreement, they will be blacklisted for a period of 3 years, the deposits paid by the bidder such as EMD or Security Deposit which are available with the Corporation are forfeited along with any other penalty imposed by the Corporation.
- (22) The Competent Authority reserves the right to change the relevant dates, to accept or reject all or any of the applications, to accept any higher bid, or to cancel all tenders without assigning any reasons whatsoever.
- (23) The bidder must have an office in Krishna, NTR or Guntur Districts for entire contract period.
- (24) The applicant must furnish an appropriate declaration in respect of the Terms and Conditions mentioned herein along with the application form.



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- (25) The Agency shall maintain all registers required under various Acts, which may be inspected by the LIC as well as the appropriate authorities at any time.
- (26) Confidentiality and Secrecy: The service provider recognizes that in the course of the transactions envisaged by this agreement, it may be privy to certain confidential information (whether or not the information is marked or designated as “confidential” or “proprietary”)relating to the corporation and its businesses including legal, financial, technical, commercial, marketing and business related records, data, documents, reports, client information, the terms of this agreement and the details of the negotiations between the Parties(the “information”). The service provider agrees that it shall keep all information and other materials passing from the corporation to the service Provider confidential and shall not, without the prior written consent of the Corporation, divulge such information to any other person or use such information other than for the purposes of carrying out this agreement.
- (27) Corporation reserves the right of calling for any further information any time from any bidders before and after finalization of tenders.
- (28) The validity of the tender shall be for period of at least six months (180 days) from the date of opening of the tender.
- (29) Any dispute arising out of or relating to this tender shall be deemed to have arisen in Machilipatnam and shall be subject to adjudication of a competent court in Machilipatnam.

Date:

Signature of the Bidder with seal.



General Terms and Conditions

- 1) The contract for Housekeeping & Maintenance Service shall be valid for one year from the date of offer of contract which if found satisfactory, after further review and evaluation, can be renewed further for ONE year (maximum two such occasions total three years) by the Competent authority, on the same terms and conditions subject to three months advance consent of both the parties prior to the termination of the contract. However, in case of non-performance or bad performance, the agreement may be terminated by the Competent Authority at any time before completion of above period by giving one month notice to the Agency. During the period of agreement the contractor shall be full responsible for the entire housekeeping and the maintenance of Guest house at Vijayawada.
- 2) The Agency shall provide services preferably through persons belonging not over 45 years of age. They should be physically fit and be devoid of any disease or ailment. The personnel engaged by the contractor should be healthy and medically fit, alert, polite, courteous and able to perform their duties diligently. Any discourteous behavior on their part may lead to termination of the contract.
- 3) The contractor shall not engage any person with criminal record/conviction and shall/any such person from participating directly or indirectly in rendering the services under this agreement.
- 4) Any worker deployed by the agency, if found unsuitable by the Competent Authority, will have to be removed by the Agency forthwith.
- 5) LIC will have the right to impose cash penalty to the extent of loss on the contractor or deduct such amount determined by LIC from the amounts payable to the contractor, in case LIC is put to any financial loss directly or indirectly by any act of commission or omission on the part of the contractor's workers.
- 6) The worker deployed by the agency has their identification card which will be verified by the Competent Authority from time to time.
- 7) In case of absence of any worker for a day or more, substitute workers will have to be deployed under intimation to Competent Authority. Change of persons, as and when effected, has to be intimated before hand to the Competent Authority along with photos, bio-data and Age proof.
- 8) The Bidder should have valid provident Fund/Professional Tax/ESI/GST/Shops and Establishment Registration(if applicable).
- 9) A) The contractor has to engage the Caretakers in three shifts. One care taker per shift. The duration of each shift is 8 hours. The first shift commencing from 6 AM to 2PM, Second Shift from 2PM to 10PM and third shift from 10PM to 6AM. No care taker should be engaged for more than one shift of 8 hours per day.
B) The contractor has to arrange a Supervisor who will be personally responsible for providing the House Keeping and Maintenance services at Guest House Vijayawada. He should report to the concerned authorities of LIC of India form time to time.



C) The Contractor has to engage the workers for daily sweeping and mopping of the rooms & halls in the guest house located at 2nd floor and 4th floor of Jeevan Jyothi Bldg, Governepet, Vijayawada, balcony, and the corridors of the guest house, including the open area and court yard. Sweeping activity includes sweeping of stair cases of all floors of the entire building, terrace and setback areas in the ground floor within the compound.

D) No worker should be engaged for more than one shift of 8 hours per Day. For every six days one day off should be given to the worker.

E) The contractor shall maintain in good condition all the fittings, premises etc., at all times, provided to him and hand them over to the LIC on termination of the Contract in Good condition. All the furniture, fixtures, equipment and the articles provided, and made available by the LIC in the Guest House shall remain the exclusive property of LIC. The Contractor shall be responsible for the pilferage and /or any damage to the property under the Contractor's occupation or the fittings, fixtures, other equipment entrusted in his charge, when such damage is in the opinion of the LIC caused due to the negligence of or carelessness or any fault on the part of the contractor or that of his manager or workers and he shall be liable to pay to the LIC such amounts in respect of such damage as may be assessed by the LIC Engineers or other official of LIC authorized in this behalf.

F) The contractor shall provide skilled, competent and well-trained staff for rendering flawless services. Appointment of minor is strictly prohibited. Therefore the age proofs of all workers along with their Photo, Bio-data will have to be submitted upfront by the contractor to the Competent Authority.

G) All workers of the contractor should be free from infectious diseases and should wear uniform with photo identity cards during their duties.

H) During the currency of agreement, the Divisional Office shall have the right to terminate the agreement. if it is not satisfied with the performance of the contractor by giving a 30 days notice in writing. The contractor shall not be entitled to any compensation in this regard.

I) For any loss caused to LIC Guest house or its properties by the contractor or his men, the Responsibility lies on the contractor and he has to indemnify the loss to the Corporation.

J) The contractor shall maintain complaint/suggestion register supplied by the competent Authority for checking by the administrative office any day, at any time.

K) Rectifying/Complying with all complaints/suggestions made by the Competent Authority/any authorized person by the Competent Authority.

L) The Contractor shall maintain the Inventory Register for the movable and Immovable items supplied by the Corporation and has to update the same on monthly basis and should be made available to the Officials of the Corporation at any point of time. Once in a Quarter the Inventory Schedule is to be submitted to the Divisional Office, Machilipatnam.



- M) Feedback forms are to be obtained from each and every Guest at the time of vacating the Guest House in the prescribed proforma. The collected feedback forms are to be submitted to the Divisional Office, Machilipatnam at the end of every month along with copy of the register of Guests.
- N) The contractor has to maintain a register of materials used by them for the housekeeping and maintenance services of the Guest House date wise and should be made available for the Officials of the Corporation at any point of time. The register must be updated on daily basis.
- 10) If any worker is found unsuitable by the Competent Authority, the contractor shall replace that person forthwith, with a suitable substitute.
- 11) If any worker is injured or rendered partially/permanently disabled/indisposed due to any reason such as accidents, fire, ill health etc., during the period of their service, it would be the sole responsibility of the contractor to take care of them and to pay necessary compensation in respect of such persons as per the relevant labor laws including all medical expenses, legal expenses etc., LIC does not hold any responsibility in this regard whatsoever.
- 12) Any worker suffering from any ailment should be quarantined or replaced.
- 13) Consumption of alcohol, misbehavior of the workers and obnoxious activities are strictly prohibited and liable for exemplary penalty.
- 14) The contractor shall obtain at his own expenses all licenses, permission etc., as may be required by law and shall pay service tax and all the taxes imposed by any Governmental/Municipal Authority/Agency. He shall produce proof of such payment to the Competent Authority, if called upon to do so.
- 15) TDS and such other taxes as per the prevailing rules shall be deducted from his bills while making the payments.
- 16) The contractor shall not have any tenancy rights by virtue of entering into an agreement with LIC. The infrastructure to be utilized by the contractor only as per the terms described in the agreement during the period of Contract. On expiry/termination of the contract, he shall hand over the premises and it's movable and immovable infrastructure in good working condition.
- 17) For matters not specifically covered herein, yet found necessary for proper functioning, instructions shall be issued by the Competent Authority to the contractor, on any matter covered by this agreement. The decision of the Competent Authority shall be final and binding on the contractor.
- 18) Any omission on the part of the LIC , at any time, to exercise any of its rights under the terms and conditions of the agreement shall in no way impair or affect the validity of the terms and conditions and rights of the LIC to enforce its rights at any time subsequently.

19) Recovery of penalties from the proceeds of the Contractor:

Nature of Lapse	Penalty
Lack of cleanliness/Delay in services	Rs.200/- per each occasion
Usage of premises by person other than allowed workers	Rs.2000/- per day per person
Not ensuring proper maintenance of plumbing appliances (while using acid) /other areas in good working condition	Double the cost of repairs.
Delay in payment of Wages to the persons employed :	
1) Beyond 5 th of every month	Rs 1000/- for each day

It is specifically agreed by the contractor that all deficiencies including the above will attract recovery and the deductions will be effected without any notice as decided by the Competent Authority whether mentioned specifically in the agreement or not.

- 20) (1) Awardee Service Provider should submit the deed of Agreement with LIC of India, Divisional Office Machilipatnam duly executed on a non-judicial stamp paper of Rs 100/- as per the draft conditions provided by LIC of India, within 14 days (maximum) of receipt of intimation as above. The cost of Stamp fee has to be borne by the Awardee Service provider only. Failure to sign and non submission of deed of agreement may result in the cancellation of selection as successful Service Provider, EMD/SD if any will be forfeited in addition to any other penalty imposed by the Corporation including blacklisting of the bidder. However CORPORATION at its discretion may cancel the tender and the decision of the Corporation will be final and binding. On signing of the agreement, the Corporation will issue work order and the Service Provider shall start its work within three days from the date of receipt of work order.
- (2) If at any stage, it is revealed that documents/certificates/testimonials submitted by the Service Provider are forged or have been manipulated, the work order issued to the Service Provider shall be cancelled, EMD/Security Deposit paid by the service provider, if any, will be forfeited in addition to any other penalty imposed by the Corporation including blacklisting of the service provider for next three years, without any claim whatsoever on LIC OF INDIA and the Service Provider shall be liable for action as appropriate under the relevant laws.
- (3) Without prejudice to any of the rights or remedies under the Agreement, if the Service Provider dies, LIC of India shall have the option of terminating the agreement without compensation to the legal or other heirs of the Service Provider.
- 21) In the event of any dispute or difference arising out of operation of this agreement, the same shall be referred to the sole arbitrator and the sole arbitrator will be appointed by the Divisional Manager (I/C) of the LIC whose decision shall be final and binding on both the parties. The venue of arbitration shall be at MACHILIPATNAM. The provisions of the Arbitration and Conciliation Act, 1996 shall apply to the arbitration.



- 22) The House keeping Service Provider/ Agency/Contractor & the workers deployed by him at Guest House, Vijayawada shall maintain confidentiality of information in their possession during their working & thereafter.
- 23) The contractor shall ensure that he fully complies and observes all provisions contract labour Laws (Regulation and abolition Act 1970), Minimum wages act 1950, Payment of wages act 1935, ESI Act, Employees Provident Fund and Miscellaneous Provisions Act and such other Statutory enactments amended from time to time. LIC shall not be responsible for the violation of any of the laws/rules/regulations to be followed by the contractor in this regard.
- 24) In case LIC required to meet any liability in respect of any person(s) engaged/employed by the agency by virtue of their working at the premises of the LIC, it would be open and lawful for LIC to deduct the amount(s) of any such liability from and out of dues payable to the Agency.
- 25) The contractor shall in no case transfer the services that are required to perform under this agreement to any other contractor or person without prior permission/approval in writing of LIC.
- 26) The contractor shall comply with all the rules and regulations applicable in the matter of such workers engaged by it as required by the statutory provisions.
- 27) The contractor has to engage workers having experience in providing housekeeping and maintenance services who perform their duties satisfactorily.
- 28) LIC shall pay the agreed amount to the contractor on monthly basis after completion of the month after all the works have been performed satisfactorily as per the terms and conditions of the contract. If payment to worker is made by cheque, then a copy of Bank account statement of relevant month showing debit of wages/benefits in favour of worker should be submitted every month with the bill by the Service provider. If payment is made through NEFT, then a copy of the statement sent to the Bank duly acknowledged by the Bank should be submitted. The contractor shall submit the invoice along with the proof of remittance ESI/PF containing the names of the workers engaged by him to the services of the guest house. The wages should be paid to the workers before 5 th of every month.
- 29) The rate should be inclusive of all prevailing taxes, excluding GST. No extra on this account should be payable. Income tax should be deducted with the applicable rates from the bills payable to the contractor.
- 30) The contractor should attend meetings whenever called for by the LIC and abide by the instructions given by the LIC from time to time.
- 31) The Agency shall adhere to and comply with the provisions of the Insurance Laws (Amendments) Ordinance, 2014 as in terms of provisions of Section 33(3) of the Insurance Act, 1938, as amended by the Insurance Laws (Amendments) Ordinance, 2014. Insurance Regularity Authority of India (IRDAI) is authorized to verify all such books of account, register, other documents and the data base in the custody of the Agency in respect of service outsourced by the LIC of India. it shall be the duty of the Agency to provide such documents/statements/information as may be required by IRDAI within such time as may be specified by the IRDAI.



- 32) The Contractor shall be fully responsible for any theft, burglary and any malicious damage or any other mischievous deed done by his workers.
- 33) (1) No relationship of employer and employee shall be created between the CORPORATION and the workers engaged by the Service Provider.
- (2) Nothing in this tender shall be deemed to create any partnership, joint venture, between LIC of India and the Service Provider or their Representatives and workers and nothing herein shall deem to confer on any party, any authority to incur any obligation or any liability on behalf of the other party. The Service Provider is an independent Service Provider and not an employee, agent, associate or authorized representative of LIC of India and the Service Provider undertakes that it shall not undertake any obligation or liability in the name of or on behalf of LIC of India, whatsoever.
- 34) The Service Provider alone shall have the right to take disciplinary action against any person(s) engaged by him; while no right whatsoever shall vest in any such person(s) to raise any dispute and/or claim whatsoever against the CORPORATION. The CORPORATION shall, under no circumstances be deemed or treated as the employer in respect of any person(s) engaged by the Service Provider for any purpose whatsoever nor would the CORPORATION be liable for any claim(s) whatsoever of any person(s) of the Service Provider.
- 35) In case Corporation is required to meet any liability in respect of any person(s) engaged by the Service Provider by virtue of their working at the premises of the CORPORATION, it would be open and lawful for CORPORATION to deduct the amount(s) of any such liability from and out of dues payable to the Service Provider.
- 36) The Service Provider shall only be responsible for all injuries and accidents to persons, engaged/deployed by him.
- 37) If the Service Provider commits any breach of any of the terms and conditions hereof and/or fail/neglect to carry out any instructions issued to him by the CORPORATION from time to time, it shall be open and lawful for the CORPORATION to terminate this Agreement forthwith without assigning any reason and can get the work done by any person(s) or through any other Service Provider at the risk and cost of the Service Provider and the Service Provider shall have no right to claim any compensation whatsoever on this account.
- 38) All the services under the Agreement and any other work of similar nature, which will be entrusted to the Service Provider from time to time by the Corporation, are to be rendered without causing any hindrance or disturbance to any staff member of the Corporation working during the normal working hours. The work shall be carried out efficiently in consonance and in conformity with the standards of highly alert, efficient and effective housekeeping service.
- 39) The workers/representatives of the Service Provider shall never be considered to enjoy any right to enter the premises of the Corporation by virtue of this agreement or otherwise at any time except with the prior permission of the Corporation.
- 40) In the event of failure of the Service Provider to provide the services or part thereof, as mentioned in the agreement for any reasons whatsoever, the Corporation shall be entitled to procure services from other sources and the Service Providers shall be liable to pay forthwith to



the Corporation, the difference of payments made to such other sources, besides damages at double the rate of payment for the period of failure in providing the services or part thereof. Further no payment shall be made for worker who remains absent or where services rendered not found satisfactory.

- 41) The Service Provider further agrees to absolve the Corporation from all the liabilities in regard to any statutory enactments to the extent applicable to the service provided by the Service Provider. It is clearly understood that if the Corporation be called upon to make any payment to any government authority, the Service Provider shall reimburse such amounts to the Corporation whether such liability arises during the currency of this agreement or after expiry of the period of the agreement. If there would be any claim on the Corporation for any default of the Service Provider or its workers committed during the operation of the Agreement, the Service Provider shall pay the Corporation such amount on demand without protest.
- 42) It is clearly understood by the Service Provider that the persons engaged by the Service Provider for providing House keeping services as mentioned herein, shall be the employees of the Service Provider and not of the Corporation. The Service Provider Shall be liable to make payments to its said workers towards their monthly wages/salaries and other statutory dues like EPF, ESI, minimum wages, bonus, etc.
- 43) The parties hereto have considered, agreed to and have a clear understanding on the following aspects:
- The Agreement is for providing Housekeeping services and is not an Agreement for supply of contract Labour.
 - The Corporation shall not be liable for any obligations/responsibilities, Contractual, legal or otherwise, towards Service Provider's workers/representatives or to the said workers/representatives directly and/or indirectly, in any manner whatsoever.
 - That the workers/representatives of Service Provider rendering the services under the Agreement, shall never be deemed to be the workers of the Corporation in any manner whatsoever and shall not be entitled for employment, salary/wages, damages, compensation or anything arising from their deployment by Service Provider for rendering the said services.
- 44) During the period of Agreement, if the rate of minimum wages payable to the workers deployed by "the Service Provider" increases by central/state govt. and if the increase extends beyond the above agreed rate, then "the Corporation shall increase the above accepted rate to the extent of the difference amount only and the above agreed rate shall be deemed to have been modified accordingly. No other increase in the amount quoted by the selected Service Provider shall be entertained on any account during the period of the Agreement. In case of any statutory increase in the wages of labour in accordance with the minimum wages notification issued by the appropriate authorities under the Minimum Wages Act from time to time after submission of the tender, the increase in rates of wages mentioned in financial bid shall be set off by the Corporation by giving proportionate increase.
- 45) **The Service Provider shall adhere to and comply with all the laws that may be applicable to him and will extend all the benefits/privileges as applicable to persons engaged by him including that of Provident Fund, ESI, Workmen's Compensation Act, Bonus, Gratuity, and Minimum Wages Act etc. In case of any breach of any law, rules, notifications applicable to the workers of the Service Provider, the Service Provider alone shall be**



responsible and liable for any act(s) of omission and/or commission committed by any workers, agent, representative, attorney, person(s) engaged by him for discharging the obligations under the agreement.

46) The Service Provider shall give an undertaking in favour of the Corporation by the 25th of the following month that he has complied with all his statutory obligations and copies of such challans /receipts/list also need to be submitted.

47) **Termination of Agreement / Contract:**

- The Corporation can terminate the Agreement by giving one month's written notice to the service provider without assigning any reason and without payment of any compensation. In the event of the Service Provider wishes to terminate the Agreement, the Service Provider shall have to give at least three months notice to LIC of India in writing and in either event the Service Provider will move out of the premises of the Corporation with his men and material immediately.
- In the event of earlier termination by either parties to the Agreement or expiry of the Agreement, the service provider shall be obliged to continue providing services at the same terms and conditions as provided in the Agreement till such time as LIC of India is able to make any alternative arrangement or LIC of India has agreed in writing to allow the Service Provider to discontinue earlier.
- *The Corporation also possesses right to terminate the Agreement by giving only a 24 hours' notice to the Service Provider when there is a major default in compliance of the terms and conditions of the Agreement or the Service Provider has failed to comply with its statutory obligations and the other action such as blacklisting may follow. In that eventuality the Service Provider will move out of the premises of the Corporation with his men and material immediately. This discretion of termination of the Agreement by the CORPORATION will be exercised judiciously since the Service Provider is rendering the essential and public utility services.*

48) If the Service Provider commits breach of any covenant or any clause of the agreement, the Corporation may send a written notice to the Service Provider to rectify such breach within the time limit specified in such notice. In the event, the Service Provider fails to rectify such breach within the stipulated time, the Agreement shall forthwith stand terminated and the Service Provider shall be liable to the Corporation for losses or damages on account of such breach.

49) In the event of the Service Provider not fulfilling the conditions of the Agreement and the work order, the service provider will be blacklisted for a period of 3 years, the deposits paid by the bidder such as EMD or Security Deposit which are available with the Corporation are forfeited along with any other penalty imposed by the Corporation and Corporation reserves the right to take such other decision as may be required in the interest of the Corporation. The decision of the LIC of India shall be final and binding upon the Service Provider in the matter.

50) The Corporation reserves the right to change, add or delete any conditions described above without consent of service provider.

51) Immediately after award of the work, the Contractor shall submit a certificate/license from the concerned Office of The Assistant Labour Commissioner to employ workers at Guest House, Vijayawada, for providing Housekeeping and Maintenance Services and submit the relevant certificate **within one month** from the date of award of the work.

Duties:

- 1) Daily sweeping and mopping of the rooms & halls in the guest house located at 2nd floor and 4th floor of Jeevan Jyothi Bldg, Governorpet, Vijayawada, balcony, and the corridors of the guest house, including the open area and court yard. Sweeping activity includes sweeping of stair cases of all the floors of the building, terrace and setback areas in the ground floor within the compound.
- 2) Daily dusting of furniture and fixtures, ceiling, Sofa Sets, carpets, windows, TV and it's stand etc., by suitable disinfectants and stain removers and cleaning of wash basins, kitchen sinks, buckets, mugs etc., with non infectious chemical such as Lizol/domex and keep the guest house in the hygienic conditions at all times.
- 3) Placing of Naphthalene balls of good quality in all the corners of the walls, almarahs, at regular intervals or wherever it is found necessary.
- 4) Placing of flavoured uro tubes in the Toilets, wash basins in all the rooms of the Guest House at regular intervals or whenever it is found necessary.
- 5) The contractor shall attend to all items of cleaning such as periodic removal of cobwebs, cleaning of Fans and tube lights, cleaning of window frames, doors etc., to keep the Guest House premises neat and tidy.
- 6) Changing of Linen, cloths, towels and Napkins and arranging for washing on the vacation of the room/s by the guest/s or once in three days if the same guest/s is/are continuing. The Laundry charges will be borne by the contractor
- 7) Refreshments/Food Articles are to be provided from the Outside at the request of the Guest/s, for which, the exact cost may be collected from the Guest/s and LIC will not pay for it.
- 8) To provide one contact person in the Guest House round the clock and display his name and contact number conspicuously in the Guest House premises.
- 9) To arrange for washing of cloths of Guest/s through Laundry at the request of the Guest/s and the cost of which may be collected from the Guest/s and LIC will not pay for it.
- 10) The contractor has to arrange for plumber and electrician to attend any plumbing/electrical works at Guest house at free of cost. However the material cost for replacement shall be borne by the contract initially and will be reimbursed by the LIC upon the submission of satisfactory proof and invoices to LIC and the contractor has to obtain prior approval from the Competent Authority.
- 11) To ensure that no alcoholic drinks of any kind are used/consumed/supplied in the Guest House and to ensure proper cleaning of the terrace.
- 12) To allow the authorized official of the Corporation to inspect the Guest House at the regular intervals for ensuring proper upkeep of the Guest House.
- 13) To clean the utensils like Tea Cups, Meals plates, Dishes, Water glasses etc., in the Guest House after the usage of the Guest/s .
- 14) To Maintain the Guest house register and to see all the entries by the occupants are made and to remit the charges given by the occupant immediately in the office and enter the MR.No. in the register. To collect the data with regard to booking of the Guest house, on daily basis from Divisional office, Machilipatnam and CB-I Vijayawada.
- 15) To ensure that the rooms are given and allowed to be occupied by the persons only on proper identification such as ID Card and allotment letter issued by the LIC. The copies of ID cards and allotments letters collected from the Guests, if any, are to be submitted to Divisional Office, Machilipatnam at the end of every month along with feedback forms.



- 16) To liaise with the service provider of Cable TV to Guest House for uninterrupted cable services and also the make the payment to such service provider every month, and same will be reimbursed by LIC upon submission of bills.
- 17) A chart showing the present status of various services such as conditions of cable connection, sweeping and mopping of the floors etc must be displayed in both the floors of the Guest House.
- 18) To do any other Job in pursuance of the maintenance of the Guest House as pointed out and informed by the Competent Authority OR Authorized Official at periodic intervals or as and when necessary.
- 19) To maintain the sufficient stock of cleaning material like liquids, materials, Phenyl, naphthalene balls, flavoured uro qubes, soaps, dusters, odonil etc.,
- 20) Master cleaning of Carpets, Sofa Sets, Chairs once in a week.
- 21) The worker/caretaker should carry the luggage of the guests to Bed rooms on arrival and also to the vehicles while checking in/checking out . Occasional packing and unpacking of materials, loading and unloading of articles etc., will also have to be done.
- 22) The contractor has to supply kit to the Guest/s containing the items as instructed by the LIC. The cost of the Kits supplied will be reimbursed on production of the control register and supporting bills etc.,
- 23) The contractor has to ensure cleaning of water dispenser every Saturday or as and when required. The overhead tanks shall be cleaned with bleaching powder every month.

DECLARATION

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

Signature of Authorized Person of the Agency
With stamp of the company

Date:



(Technical Bid)
ANNEXURE-A

APPLICATION FORM FOR TENDER FOR PROVIDING HOUSE KEEPING & MAINTENANCE OF GUEST HOUSE AT VIJAYAWADA.

1	Name of Service Provider	
1 (a)	Address of the Service Provider (at Vijayawada)	
1 (b)	If the Head Office is other than as in 1(a) above, give the address of the same	
1 (c)	Address of the service provider in Krishna/Guntur Dt.	
1 (d)	E Mail Id	
1 (E)	Name of Authorized Contact Person with contact details.	
2	Date of Incorporation of Agency / Date of Establishment-Submit the Registration certificate under shops and Establishment Act.	
3	Status of the Service Provider (Individual / Sole Proprietor/ Partnership/ Pvt.Ltd/ Public Ltd etc) Copy to be attached	

4. Name of Directors / Partners / Proprietor / CEO / Contact Person with Designation:

Sr. No.	Name	Designation.	Telephone/Mobile No.	E-mail ID



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LIC of India:Divisional Office;Machilipatnam-521001

5. Turnover of the Company /Partnership Firm/ Proprietorship for the Financial Year, 2020-21, 2021-22 & 2022-23. (Please attach a copy of Audited Final Accounts, Balance Sheet and Profit & Loss Account for all the three years.

Sr. No.	Financial Year	Turn Over (In Lakhs)
1	2020-21	
2	2021-22	
3	2022-23	

6. Details of existing Reputed clients (PSUs/ Banks / Govt. Organizations/ LIC) :
(Respective work order may be submitted for each Client)

Name of the Company	Address	Name & Contact No.	Details of Service Provided (Period)	No. of Persons Deployed

7. **Details of Statutory Requirements:**

Sr. No.	Statutory Document (Certified / Self Attested copy should be attached under each items)	Mention the Registration / License No.
1	ESI Registration Certificate	
2	Registration under Employee Provident Fund Act, 1952	
3	PAN CARD No	
4	Goods and Service Tax Registration No.	
5	Profession Tax Registration No.	
6	Income Tax paid for last 3 Financial Years (Copies of the returns to be enclosed)	2022-23
		2021-22
		2020-21
7	Details of Registration under Shops and Establishment Act, (if applicable)	
8	Details of certificate ISO-9001:2015 with its validity period.(if any)	



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8. Particulars of Care taker services Agreement annulled/ broken before expiry of the Agreement period.

Sr. No.	Name of Organization-cell no.	Details of Termination

9. Details of Tender Fee & EMD details

Details of DD / Banker's Cheque / MR	Tender Application Fee Rs.250/-+GST @ 18% Rs.45 = Rs. 295/-	EMD of Rs 20000/-
DD / Bankers Cheque No.		
Date		
Name of issuing Bank Branch		
MR No & date		

**10.Details of contracts having Housekeeping services.
(Respective work order may be submitted for each Client)**

Name of the Company	Address	Name & Contact No.	Details of Service Provided (Period)	Contract amount.



DECLARATION:

I / We have read the instructions appended to the Proforma and I / We understand that if any false information is detected at a later date, any future Agreement made between ourselves and Corporation, on the basis of the information given by me / us can be treated as invalid by the Corporation and I / We will be solely responsible for the consequences.

I / We agree that the decision of the Corporation in selection of Service providers will be final and binding upon me / us.

All the information furnished by me hereunder is correct to the best of my/our knowledge and belief.

I / We agree that I / We have no objection if enquiries are made about the work performance with clients mentioned at Sr. no. 6 , 8 &10

With reference to the above, having examined and understood the instructions, terms, conditions and penalties forming part of the tender, we hereby enclose our offer for providing Housekeeping and Maintenance of Guest house services at Vijayawada .

We confirm that the offer is in conformity with the terms and conditions as mentioned in the tender. We understand that the Corporation is not bound to accept the offer either in part or in full and that the Corporation has right to reject the offer in full or in part without assigning any reasons whatsoever.

Place:

Signature of Tenderer with seal

Date:

Name:

Designation:



**Check List
Annexure-C**

Checklist of Self attested copies of documents to be enclosed along with the Technical bid

Sr. No.	Details of requirement	Submitted (Yes/No)	Page No.
01	Complete Tender Document – Seals and signed on each page by authorized person		
02	Certificate under Shops & Establishment Act, duly renewed		
03	Copies of documents related to status of the Firm (Individual/ Sole Proprietor/ Partnership/ Company).		
04	Attested copy of PF/ EPF Registration Certificate		
05	Attested copy of ESI Registration certificate		
06	Attested copy of PAN Certificate		
07	Attested copy of GST Certificate		
08.	Attested copy of Professional Tax		
09	Attested copy of MSME / NSIC Certificate		
10	Annexures-A,B,C		
11	Affidavit as per Annexure D		
12	Annexure-E (Bank Details for NEFT Purpose with Cancelled Cheque)		
13	PRE CONTRACT INTEGRITY PACT - Annexure F		
14	Attested copies of IT Returns for FYs,2020-21, 2021-22 &2022-23		
15	Audited Copies of Balance Sheets for FYs, 2020-21, 2021-22 &2022-23 certified by Chartered Accountant		
16	Copies of work orders received in respect of the House keeping services during the last three years.		
17	Care taker services Agreement annulled/ broken before expiry of the Agreement period.		
18	Details of contracts reputed clients(enclose copies)		
19	Turnover certificate from Chartered Accountants for the years 2020-21,2021-22 & 2022-23		



**Annexure –D
AFFIDAVIT**

(To be given on Non Judicial stamp paper of 100/- and Notarized)

I / We, authorized representative of _____, being Indian Company /Sole Trading Company / Partnership Firm/Proprietor, registered under _____ bearing registration no. _____ Having Office at _____ do hereby solemnly affirm and state as under:-

Whereas Life Insurance Corporation of India, Divisional Office, Machilipatnam has floated a tender for Housekeeping and Maintenance of Guest house Services at Vijayawada and in respect of the same, I / we being one of the Bidders, confirm that I / We strictly follow various laws as mentioned in General Instructions and other pages of the tender.

I / We understand that LIC of India, reserves the right to accept any tender or to reject any or all tenders at its sole discretion without assigning any reasons thereof and shall not be bound to accept the lowest tender.

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

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

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

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

NAME / DESIGNATION AND SEAL OF THE SERVICE PROVIDER

Date:

Signed before me Notary

26 | Tender No. Est-03/2023-24

Signature of the Bidder with Seal



Annexure E

NEFT/RTGS Particulars submitted by the applicant for direct payment to Beneficiary Account

Beneficiary Bank IFSC CODE (Mandatory 11 characters field)											
Name of Beneficiary' Bank											
Address of Beneficiary's Bank											
Account No. of Beneficiary											
Name of Beneficiary											
Address of the Beneficiary											
Type of Account Current/Savings											
PAN No.											
Beneficiary email address & Mobile No.											
Cancelled Cheque leaf	(Enclose Cancelled Cheque leaf)										

I hereby agree and undertake that the details given above are absolutely correct and LIC of India shall not assume any liability or responsibility arising out of or be made liable for any incorrect information given by me. I have confirmed with my Banker that direct credit to my bank account is possible as the branch is under core banking solutions, hence I request you to kindly credit the proceeds to my bank account through NEFT/RTGS.

I also enclose herewith copy of PAN/GSTN and cancelled cheque containing the A/C details/cop of passbook.

Encl: As above.

Signature of the Applicant with seal



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LIC of India:Divisional Office;Machilipatnam-521001

ANNEXURE – B

To,
The Sr.Divisional Manager
Divisional Office,
LIC of India
Machilipatnam-521001.

FINANCIAL BID FOR PROVIDING HOUSE KEEPING & MAINTENANCE OF GUEST HOUSE AT VIJAYAWADA OF MACHILIPATNAM DIVISION.

(To be submitted in a separate sealed cover and marked as “Financial Bid” for providing Housekeeping & Maintenance of Guest House at Vijayawada)

Quote rate as per minimum wages Rules.

Description	Amount (Rs.)
Minimum Wages (Daily per day) as at 01.10.2023 One person each for three shifts (24 X7) for one year Rs.628/- X 365 X3	6,87,660/-
EPF @ 13%: (687660 X 13%)	89396/-
ESI @ 3.25%(687660 X 3.25%)	22,349/-
Total	7,99,405/-
This amount is common to all bidders	
Other charges Monthly*** (Administrative +Maintenance and other charges)- to be quoted in Volume and fixed throughout the term of the contract).	

*****Quote other charges per month only.**

Note: Minimum wages mentioned above is based on the prevailing Central Act w.e.f. 1-10-2023. Companies are free to pay more but not less wages and the invoices raised will be limited to wages amounts as per act only. The above mentioned wages are subject to revision by Labour Commissioner from time to time. The Minimum Wages as per Central/State whichever is higher is to be paid. Copies of both central & state Governments notifications to be enclosed. GST will be paid extra as per prevailing Act.

- 1) The Administrative charges quoted shall be inclusive of all these including cost of uniform; Bonus, Other overheads, gratuity, off duties weightage profits etc., and taxes whatsoever payable.



- 2) Maintenance and other charges includes all the expenses incurred by the bidder in maintaining the Guest house as enumerated in the terms and conditions column, includes payment made to plumber, electrician, supervisor and the workers for daily sweeping and mopping of floors, cleaning of bath rooms and toilets, etc., Cost of cleaning material and laundry charges etc.
- 3) Proof of remittance of EPF/ESI & GST have to be produced every month while submitting the bill for the following month, failing which the payments will not be made.
- 4) The payment register is to be produced for verification along with the Bills. In case of disbursement of wages through NEFT, a signed statement, acknowledged by the bank must be produced for Verification along with the bills.
- 5) E-pehchan card of ESIC with full details of family to be submitted within one month after awarding the contract, failing which Rs.2000.00 per month penalty will be imposed for each occasion.
- 6) Late submission of EPF, ESIC, PT and GST receipt/challan Rs. 1000.00 will be imposed after 20th day Of the month for each occasion.
- 7) Labour licence (if applicable) to be submitted 30 days of allotment of work order, failing which Rs.1000/ Per month will be imposed.

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

Date:

Name:

Designation:

Address :

Signature of Bidder with Seal



PRE CONTRACT INTEGRITY PACT

Annexure F

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 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 Indian 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) **Usually** 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. But due to Government guidelines the EMD/Security deposit Is not being collected. In lieu of the bid security, bidder has to submit "Bid security Declaration" accepting that
- If he withdraws or modify his bids during the period of validity etc., he will be suspended for a period of three years.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (v) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/recession and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vi) To debar the BIDDER from participating in the future bidding processes of LIC for a minimum period of five years which any be further extended at the discretion of the BUYER.
- (vii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (viii) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

5.2 The BUYER will be entitled to take all or any of the actions mentioned at para 5.1(i) to (viii) of this pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3 The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes this Pact.

6. Independent Monitors:

6.1 The BUYER has appointed (hereinafter referred to as Monitors) for 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
- 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.....

BIDDER

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.)