



Estates & Office Services Department
South Central Zonal Office, "Jeevan Bhagya", Saifabad,
Hyderabad - 500063

Ref : OS/2019-20

PART-A - NOTICE INVITING TENDER

TENDER NOTICE FOR MAINTENANCE OF KOTI, BIBLE HOUSE AND HYCO GUEST HOUSES OF LIC OF INDIA
TENDER NO: - 04 / 2019

Life Insurance Corporation Of India , Hyderabad (hereinafter referred to as " The Corporation ") having its Zonal Office at 'Jeevan Bhagya', Secretariat Road, Saifabad, Hyderabad – 500 063 proposes to invite Sealed Tenders for Proposal from professional agencies who are providing Services for maintenance of Guest Houses to Financial organizations, Government /Public Sector undertaking / Private organizations of repute etc.

Sealed Tenders are invited from registered, reputed agencies from Hyderabad providing Guest House Maintenance services with at least three years experience of providing Guest House Maintenance Services to any Financial organization, Government / Public Sector undertaking / Private organizations of repute etc. under the two bid system.

Schedule for the tender process is as given below:-

Tender Notification Number and Date	04 / 2019-20 Dated : 13.08.2019
Cost of Tender Document	Rs. 236/- (non refundable) in the form of Demand Draft / Pay Order drawn in favour of " LIC OF INDIA" payable at Hyderabad to be paid at the time of submitting the tender in a separate envelope super scribed" COST OF DOCUMENT FOR KOTI, BIBLE HOUSE AND HYCOGUEST HOUSE MAINTENANCE TENDER"
Earnest Money Deposit	Rs. 65,000/- in the form of Demand Draft/Pay Order drawn in favour of " LIC OF INDIA" payable at Hyderabad to be paid at the time of submitting the tender in a separate envelope superscribed" EMD FOR MAINTENANCE OF KOTI BIBLE HOUSE AND HYCO GUEST HOUSES"

Time , Date and Place of Sale of Tender Document (collection in person from the given address or downloading from officials site of the Corporation)	Date &Time - 10.00 am to 03.00 pm on all working days , from 16.08.2019 to 30.08.2019, and on 30.08.2019 upto 3.00pm Place : LIC Of India, LIC OF INDIA, South Central Zonal Office, OS Department, 1 st Floor, 'Jeevan Bhagya', Secretariat Road, Saifabad, Hyderabad- 500 063 *** Please see note below
Time , Date and Place for receipt of Tender Documents(LAST DATE)	Time - 10.00 am to 4.00 pm Date -- 30.08.2019 upto 4.00pm Place - LIC Of India, LIC OF INDIA, South Central Zonal Office, OS Department, 1 st Floor, 'Jeevan Bhagya', Secretariat Road, Saifabad, Hyderabad- 500 063 *** Please see note below
Time , Date and Place of Opening Tender Document	Time - 11.00 am onwards Date - 31.08.2019 Place : LIC Of India, LIC OF INDIA, South Central Zonal Office, OS Department, 1 st Floor, 'Jeevan Bhagya', Secretariat Road, Saifabad, Hyderabad- 500 063 *** Please see note below
Pre- Bid meeting with Tenderers for Inspections of premises	Time - 11.00 pm Date - 26.08.2019 Place - LIC Of India, LIC OF INDIA, South Central Zonal Office, OS Department, 1 st Floor, 'Jeevan Bhagya', Secretariat Road, Saifabad, Hyderabad- 500 063 *** Please see note below

*** Tender document may also be downloaded from Corporation's website from the link:-

www.licindia.com

The downloaded /purchased tender form must be complete in all respect and dropped in the tender box placed at the above mentioned address strictly within the dates and time mentioned as above along with the other tender document and 2 Demand Drafts/Pay Orders of Rs. 65,000/- and Rs. 236/- drawn in favour of "LIC OF INDIA" payable at Hyderabad towards the Earnest Money Deposit (EMD) and cost of Tender Document respectively. (In Cover 1- Technical Bid)

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

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

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

Regional Manager (E&OS)

PART B – GENERAL RULES AND INSTRUCTIONS TO TENDERERS

Life Insurance Corporation of India, Hyderabad (hereinafter referred to as “ The Corporation “) invites tender for “MAINTENANCE OF KOTI, BIBLE AND HYCO GUEST HOUSES AT HYDERABAD” from the Agencies located in Hyderabad for Office Upkeep and Housekeeping services for its Guest Houses Located at Hyderabad (Please refer to scope of work in instructions to Bidders here below) for a period of 2 Years(Twenty Four Months) from the date of awarding contract extendable by one more year depending upon the experience and at the discretion of Competent Authority of the Corporation.

1. Tender should be dropped (which shall be the only mode of submitting the tender) in Tender Box (Placed at LIC Zonal Office on above address) in sealed envelope bearing address:-

“The Assistant Secretary (OS/General), LIC OF INDIA,
South Central Zonal Office, ‘Jeevan Bhagya’, Saifabad,
Hyderabad – 500 063”

2. The last date and time for submission of tender is 30.08.2019 up to 4.00 PM. The tender (Technical Bid) will be opened on 31.08.2019, 11.00 AM onwards. The venue of opening of Technical tender will be same as given above. i.e. Office Services Department, South Central Zonal Office, LIC OF INDIA , ‘Jeevan Bhagya’, Saifabad, Hyderabad – 500 063” .The Technical Bids will be opened in presence of Tenderer or their authorized representatives. The Tenders received after 4.00PM on 30.08.2019 will not be entertained and shall be rejected forthwith. Decision of the Corporation in this regard will be final , conclusive and binding on the tenderers and the Corporation takes no responsibility for any delay whatsoever for submission of tender on or before due date and time given here above.

3. The cost of tender form Rs. 236/- is non refundable. The tender form may be downloaded from website of Corporation- www.licindia.com or can be obtained from the office at address as mentioned above. i.e. Office Services Department, LIC OF INDIA, South Central Zonal office, ‘Jeevan Bhagya’, Saifabad, Hyderabad – 500 063

4. The bid shall be valid for the period of **120 days** from the last date of submission of the tender as per Notice issued in this respect.

5. The tender shall be submitted in two parts i.e. Part-I (Technical Bid) and Part- II (Financial Bid). The mode of submission of tender will be:- Cover –I:This cover forming Part-I of the tender should be super scribed with the words “Tender for MAINTENANCE OF KOTI, BIBLE AND HYCO GUEST HOUSES, HYDERABAD - Technical Bid ” (Strictly as per Annexure- I) containing all the certificates /information/documents.

Cover –II:This cover forming Part- II of the tender should be super scribed with the words “Tender for MAINTENANCE OF KOTI, BIBLE AND HYCO GUEST HOUSES, HYDERABAD - Financial Bid”. The bid should be strictly in the format as given in Annexure II. This cover will be opened after short listing of tenderers based on the Technical Bids.

Cover – III :This is a Master cover containing the above two covers of Technical Bid and Financial Bid and this cover III should be super scribed with the words “ TENDER FOR MAINTENANCE OF KOTI, BIBLE AND HYCO GUEST HOUSES, HYDERABAD “ the same shall bear the address as given below :-

The Assistant Secretary (OS)
LIC of India, South Central Zonal Office,
'Jeevan Bhagya', Saifabad,
Hyderabad- 500 063.

6. Those Technical bids which are found to be in order i.e. satisfying all the stipulated conditions for MAINTENANCE OF KOTI, BIBLE AND HYCO GUEST HOUSES shall be short-listed and financial bids of only such short-listed bidders will be opened.

7. Any agency submitting the tender shall be deemed to have read and understood the terms and conditions, scope of the work, etc and quoted accordingly.

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

9. Any conditional offer / tender shall not be considered.

10. Any modification in the tender after opening date shall not be considered.

11. The Tenderers should read and understand all the terms and conditions of the Tender before applying as the submission of the tender shall be deemed to signify the acceptance of the terms and conditions of this tender and Annexure forming a part and parcel of it and the successful tenderer shall sign and execute a Contract subsequently which shall be inclusive of the terms and conditions as set forth in PART-F TECHNICAL BID this Tender.

12. The Contractor should be a registered body for providing services of skilled, unskilled labourers having requisite license.

13. The Bidders should have experience of at least 3 years in providing Guest House maintenance and should have been in existence for the last 5 years.

14. The Bidder should have maintenance of Guest House in any Financial organisation, Government / Public Sector undertaking / Private organisations of repute with at least One (1) existing work order in the said organisations.

15. The average Annual Turnover from Housekeeping business during last 3 years should be at least Rs. 20 Lakhs per annum.

16. The firm / Agency Should be a profitable company during the last 3 Financial Years, i.e 2018-2019, 2017-2018, .2016-17.

17. Satisfactory service certificates to be produced from any two of their existing major clients with details of contact person, telephone no., email, etc.

18. The Bidders should ensure and confirm that they have the entire mandatory compliance certificates/ registrations/ license under various applicable laws including labour laws applicable for the state of Telangana. Minimum wages payable to the personnel to be engaged shall be strictly as per Central Labour Laws only. The Bidder should comply with various provisions of Contract Labour (R & A) Act 1970 and Central Rules 1971 and should enclose the copies of the following:

1. License from Labour Commissioner to employ contract labour under the Contract Labour Act.
2. Registration certificate under Employees Provident Fund Act, with latest proof (challans to be Attached)
3. Registration under Employees State Insurance Act, with latest proof (Challans to be attached)
4. Latest Income tax clearance certificate and PAN Card of the Contractor to be enclosed
5. GST registration Certificate.
6. Copies of audited Balance Sheets for the past 3 years.

The Bidders shall have good name, standing and professional reputation for performing similar job/ assignment. In addition they should not have defaulted in providing similar services or should not have been black listed with any office of the Corporation (LIC) or any other establishments. The Bidders should have proper tools & tackles for providing Guest House Maintenance Services at Hyderabad.

19. The Bid shall be signed by a person or persons so authorized by the Bidder. In case, the Bidder is a company, the officer so authorized by the Company with its seal duly affixed shall sign the Bid.
20. While discharging the duties, the agency shall be responsible for all injuries to persons, damage to building, building structure, streets, and footpaths and shall rectify it at its own cost.
21. The agency shall be responsible for storing and safeguarding its own material at its own cost. Any damage/spoiling of floor/ building furniture caused during such act will have to be made good by the agency at his own expenditure.

PART C TERMS & CONDITIONS OF CONTRACT

1. Service provider has to manage KOTI, BIBLE AND HYCO GUEST HOUSES located at 3 places, in Hyderabad as per annexure.
2. Power/electricity, telephone, water bills, DTH bills will be paid by LIC.
3. Gas bill will be borne by Service Provider and will be reimbursed on production of bill receipt.
4. Service provider has to manage washing and ironing of linen, pillow covers, towels, Bed sheets, Bed Spreads etc. It has to be changed every alternate day or change of occupancy. Charges will be reimbursed on production of bill.
5. Common hall of Guest House should be provided TWO English and TWO Telugu newspapers every day. Cost of the newspapers is to be borne by the Service Provider and will be reimbursed by LIC on production of bills / receipts.
6. The Service Provider has to arrange all cleaning material for cleaning and mopping of floors, washing of utensils, cleaning and washing of toilets and bathrooms viz. Odonil in each bath room, toilets, wash basins and room freshener for Guest Rooms and common rooms Mosquito repellent has to be provided in each room on actual basis at the cost of Service Provider and will be reimbursed by LIC on production of bills / receipts.
7. **The contract is for providing the services and is not for supply of Contract Labour and that the persons employed by him for providing the services more fully described in Scope of Work shall be the employees of the Service Provider and not of the LIC.**
8. The LIC may provide (but not bound to do so) a few selected articles/equipments for the use in the LIC premises for the purpose. The Service provider shall take care of the said articles/equipments as a bailee, in terms of the provisions contained under the Indian Contract Act and duly return them in good working order and condition to LIC on and at the expiry of the currency of these presents or on its sooner determination in terms of these presents. The daily and periodical maintenance of the articles/equipments shall be the sole responsibility of the service provider. The cost of replacement/repair and servicing of all the articles/equipments during the currency of these presents shall be borne exclusively by the service provider only
9. All the materials used for services should be certified ISI mark and or as per the brand names/others as may be specified by LIC. Chemicals, Sprays, detergents and other materials should be of high quality, satisfactory to the LIC and shall be procured from reputed

dealers/shops. The service provider shall arrange for their purchases on his own and shall bear all expenses in connection with such purchases including their transportation and the cost will be reimbursed by LIC on production of bills / receipts.

10. The Service provider should maintain backup register for each activity like cleaning/washing of linen, consumable items and welcome kits etc. and enter items purchased by him during the month and will submit original bills, while submitting their monthly contract bills for which approximate amount had been quoted in their tender bid. The register should be made available for verification of the visiting authorized officials of the OS Department.
11. The service provider shall always have on his active rolls the services of sufficient numbers (as indicated in his offer document) of able, efficient, clean, healthy, honest, well-behaved and skilled persons including qualified technical or supervisory staff for rendering services at the Establishment/s.
12. The service provider shall provide a caretaker and one supervisor for the Guest House, who will personally supervise and check the working of the housekeeping personnel engaged by the service provider. The supervisor has to ensure that excellent services are provided to the Guests. All electrical, plumbing, carpentry repairs & TV petty repairs will be taken care by the Service Provider & cost of the same will be reimbursed by LIC on production of bills / receipts.
13. The service provider shall be responsible for the good conduct and performance on the part of his personnel and **the vendor shall and be deemed, for all legal and contractual purposes, the employer of the said personnel engaged by him and such persons shall not have any claim for employment in the LIC in whatsoever and howsoever manner or in any connection therewith against the LIC now or at a future date.** He will, at the request of Secretary (OS) or any authorized officer of the LIC remove from the work any person engaged by him for the services, who may be unsuitable or incompetent or whose conduct is not trustworthy or who misbehaves and/or is not courteous, polite with the employees of the LIC or its customers or third parties
14. The service provider shall strictly comply with all Labour and such other statutory Laws in relation to the services to be provided and the personnel engaged by the service provider and he shall be solely responsible for all acts of the said personnel so enrolled and there shall and will not be any privities of contract for any purpose and to any intent between the LIC and said personnel so engaged by the service provider. The LIC shall not be liable nor answerable in respect of any claims or demands in respect of any matter or on any account which may be raised by the said personnel so engaged by the service provider and it shall be the sole responsibility and liability of the Vendor to answer all such claims or demands of the said personnel so engaged, under any law for the time being in force.

15. The service provider shall be responsible for the training, allotment of duties, hours of work and timing to the engaged personnel for the purpose. The service provider shall alone have the right to exercise control, give directions and manage the personnel engaged for the purposes. **The profile of the personnel engaged along with Xerox copies of their applications, appointment letters, certificates of educational qualifications, experience certificates, address proofs, caste certificates (in case of SC/ST/OBC/Minority) police verification reports etc. shall be submitted to the LIC.**
16. The service provider shall provide proper uniform viz. uniform, head caps, hand gloves including apron to all the personnel and ensure that they should wear/use invariably and also should ensure their cleanliness and upkeep. Separate uniforms need to be provided for different categories of staff viz. Highly skilled/skilled/Semi skilled/unskilled and others etc. for identification and decorum.
17. The service provider shall ensure excellent standard of housekeeping and maintenance and also ensure that the entire premises are kept hygienic and clean. Preventive pest control treatment in the Guest House will be arranged by Service Provider periodically & the cost of the same will be borne / reimbursed by LIC on production of bills / receipts.. The cleansing materials, equipments should be arranged by the service provider for maintenance/cleaning of toilets, bath rooms, kitchen, common hall, utensils, etc. The cost of the same will be reimbursed by LIC on production of bills / receipts.
18. The service provider shall discharge his obligations under these presents most diligently, efficiently and honestly.
19. The service provider shall bear all costs and expenses and stamp duty in respect of execution of all Agreements that may be entered into with the LIC to give effect to this arrangement.
20. The service provider shall alone bear all taxes, rates, charges, levies or claims whatsoever as may be imposed or levied by the State/Central Government(s) or any local body or authority for and in connection with the rendering of services.
21. **The service provider will be obligated to meet the said authorized officer of LIC once in a month for assessing and monitoring the quality of guest house maintenance services rendered.** The service provider shall comply with such observations/feedback made and furnished by the LIC for improvement of the services by him/her. However, the continuance of the contract shall be subject to review of the performance from time to time and in case the performance is not found to be satisfactory by LIC for any period under such review the LIC at its discretion, reserves its right to terminate these presents under due notice to the service provider without incurring any further liability therefore.

22. The agreement shall come into force as per sl no;40, and will be for a period of 2 years, subject to renewal for a further period of one year on satisfactory performance on the same terms and conditions and upon renewal of license by the contractor on or before expiry of the license granted by the Appropriate Authority under the Contract Labour (Regulation and Abolition Act). This agreement shall be terminated by efflux of time or earlier by one month's notice at the option of the LIC in the event of unsatisfactory performance or on breach of any of the stipulated conditions or qualitative dimensions of the various services agreed upon by the service provider under these presents. The service provider may, after giving 3month's notice to LIC terminate the contract, if he so desires at any time during the course of the currency of this agreement.
23. The service provider shall deposit 10% of Annual Contract value as SECURITY DEPOSIT (non-interest bearing) with the LIC within a period of 15 days for the date of issue of work order, for due fulfilment and performance of the Contract. The Security Deposit will be returned to the service provider within TWO months from the date of expiry of the Contract provided that there are no defects or loss of damage caused to the LIC and / or materials / articles / equipments provided to him are duly accounted for and returned to LIC in good working order and condition by the service provider to the satisfaction of all his due to LIC and all other liabilities under any law or otherwise arising out of or in connection with or in respect of the services are fully settled.
24. The service provider undertakes, accepts and admits absolute and complete responsibility for the service conditions, claims, damages and other compensations of the personnel enrolled by him and will be liable for and unequivocally assume responsibility for due compliance with all the requirements of all statutory obligations, duties and liabilities (including insurance) and to pay all such claims, costs, damages, expenses, fines, penalties and compensation which may arise out of any claim, suit or prosecution for contravention thereof. The service provider shall indemnify and keep the LIC indemnified from and against all such claims, demands, costs, charges, fines, or penalties and compensations etc. if any as aforesaid.
25. The service provider shall arrange and pay for the policy under the Public Liability Insurance Act, 1961 and insure and keep insured all materials which are or have been declared to be hazardous under the notifications issued or that may be issued from time to time under the above said Act or any Rule framed there under and which substances are used by the service provider during the course of the housekeeping services under these presents.

26. The service provider shall obtain adequate Insurance Policy in respect of his workmen engaged for the services, towards meeting the Liability of Compensation arising out of death, injury / disablement at work, etc., and shall regularly and punctually pay each and every premium as and when the same shall become due during the currency of these presents.
27. The service provider will submit the bills for the services rendered, only at the end of each month to the authorized officer who will scrutinize the bills and if found in order certify for payment along with the certificate to the extent that all the equipments supplied by the LIC are well maintained and are in order. The payments as far as possible will be made within 10 days from the date of certification, subject to the condition that the vendor has cleared/paid all his dues, viz. Labour Payments, Taxes, Levies, EPF, ESIs etc. as required to be paid/payable by him under any law for the time being in force.
28. The LIC further reserves right to delete or reduce any item or sanction of the bills before effecting payment in case of any complaints regarding quality of services, inefficient services, non-adherence to agreed quality of materials of services have been received or noticed by the LIC without assigning any reason whatsoever and no claim will be entertained in this regard.
29. In case the service provider fails to fulfil his obligations for any day or any number of days to the satisfaction of the LIC for any reason whatsoever, he shall pay by way of liquidated damages a sum of Rs.1,000/- per day for the entire number of such days and the bank without prejudice to their rights and remedies including the termination of the contract, be entitled to deduct such damages from the money, if any, payable by them to the service provider.
30. All questions relating to the performance of the obligations under this agreement and to the quality of material used in respect of the services and all the disputes and differences which shall arise either during or after the agreement period or other matters arising out of or relating to this agreement or payment to be made in pursuance thereof shall be referred to in the LIC whose decision shall be final, conclusive and binding on the service provider
31. All the taxes which LIC may be liable to deduct or called upon to so deduct, during the currency of the arrangement which are liable to be payable by the service provider under the law but not so paid, shall be set-off against the bills raised by the service provider and paid to the respective government departments or authorities as may be required under law and the service provider shall have no claim against the LIC in respect of any or all such payments.

32. The service provider should possess, for the entire duration of these presents, all licenses and registrations as may be required under any law and shall be responsible to register himself and obtain a valid license under Contract Labour (Regulation and Abolition) Act, 1950 and rules there under. The service provider shall comply with all applicable laws, rules and regulations relating to Provident Fund, Payment of Bonus, Minimum wages or any other Statutory/Regulatory requirements. Any dispute regarding such dues shall and be dealt with and settled by the vendor.
33. The service provider shall in terms of the provisions of Sections 16, 17 and 18 of the Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed under the said Act provide the prescribed amenities to its personnel. In case of failure of the service provider in complying with the said provisions, LIC may provide the same when called upon to do so by the Competent Authorities and deduct the expenses incurred thereof from the bills of the service provider without prejudice to its other rights and remedies under these presents. The service provider shall be responsible for proper maintenance of all Registers, Records and Accounts so far these relate to the compliance of any and all statutory provisions/obligations.
34. In terms of the provisions of the aforesaid Contract Labour (Regulation & Abolition) Act, 1970 and Rules 72 and 73 of the Rules framed there under, in case the same are applicable to the service provider., the service provider shall disburse the minimum wages payable to its personnel only by depositing to their accounts with Bank and shall provide the account numbers and name of the Bank to Authorized Representative of LIC and also keep record for verification. Any violation of the aforesaid provisions of the Law will entail forthwith termination of this Contract in addition to such penal consequences as may be attended with under these presents.
35. Nothing contained in these presents is intended nor shall be construed to be a grant, demise or assignment in law of the premises or the articles/equipments or any part thereof by LIC to the service provider and or its personnel and they shall vacate and handover the same in good working condition and order upon termination of these presents either by efflux of time or otherwise.
36. The service provider shall not assign or sublet the benefits of this contract to any person or entity and in the event of any violation or breach thereof, LIC at its discretion but without prejudice to its other rights and remedies terminate this contract.
37. The service provider shall be responsible for any loss due to theft/pilferage and/or damages to LIC property, when such damage is, in the opinion of LIC caused due to negligence, carelessness or any fault on the part of the service provider or his workmen/employees engaged for the services and the quantum of loss arrived at by the LIC is final and binding on the vendor and such losses shall be recovered by LIC from the charges payable to the vendor and from Security Deposit mentioned at clause 25. The service provider shall ensure that the character and antecedents of the personnel engaged by him are duly verified before such engagement.

38. If during the currency of the Contract, any Statute, rules/Govt.notification prohibits employment of Contract Labour for the services envisaged under this Agreement or otherwise, the contract shall come to an end forthwith and no compensation shall be payable to the service provider or his workmen/employees.
39. Any indulgence, forbearance or waiver, granted or shown or made on the part of the LIC will not prejudice its rights under the contract.
40. In case the service provider fails to undertake the work within 7 days from the date of issue of work order, LIC reserves the right to terminate the contract or at its discretion will forfeit the security deposit furnished by the service provider.

41. Mandatory Conditions :-

- 1) The tendering Firm/Agency/Company are required to enclose photocopies of the following documents duly self attested along with the Technical Bids failing which their bids shall be out rightly rejected and will not be considered.
 - a) Registration certificate with Labour Department
 - b) Copy of PAN/GIR card
 - c) Copy of Income Tax Returns filed for the last three financial years
 - d) Copies of EPF and ESI certificate
 - e) Copy of GST Registration
 - f) Copy of shop and Establishment License

- 2) The agency should have the necessary valid license under Telangana Shops and Establishment Act. It shall also obtain the permission of the GHMC or any other authorities if required under the existing rules.
 - 3) The successful bidder shall give an Affidavit on Notarized Stamp paper of Rs.100/- that they are complying with the provisions pertaining to various Acts as mentioned below. It will be the sole responsibility of the agency to abide by the provisions of the following Acts as to the workers engaged by him for performance of the service.
 - a) Child Labour Abolition & Rehabilitation Act, 2006
 - b) Workmen Compensation Act 1923
 - c) Labour & employment Act 1972
 - d) Industrial Employment (Standing Orders) Act 1946
 - e) Contract Labour (Regulation & Abolition) Act 1970
 - f) The Minimum Wages Act 1948
 - g) Employees' Provident Fund Act 1952
 - h) The Employees' State Insurance Act 1948
 - i) The Payment of Bonus Act, 1965
 - j) Any other Act or Legislation which may govern the nature of Contract.
42. The successful bidder will discharge all legal obligations in respect of wages of their employees and their service conditions & shall comply with all the rules & regulations & provisions of Law in force that may be applicable to them time to time viz. statutory obligations under Contract Labour (Regulation & Abolition) Act 1970, Minimum Wages Act, Workmen Compensation Act, EFP & MP Act, Industrial Dispute etc. The agency will indemnify & keep indemnified the Corporation from any claim, loss or damage that may be caused to the Corporation on account of the failure of the agency to comply with their obligations under the various laws towards their staff /employees employed by them or any loss or damage to the Corporation due to acts/ omissions of agency who has been allotted work of Housekeeping.

43. The successful agency shall execute and submit Integrity Pact on stamp paper of Rs. 500/- as per Annexure...A in this tender document.
44. The agency shall take all the necessary precautions while working and safeguard Corporation's Property, Corporation's employees and adjacent property.
45. The agency shall not directly or indirectly give the work to sub contractor.
46. The Agency is necessarily required to possess all the necessary certificates/ valid licenses in vogue and Mandatory to carry out maintenance of Guest House.
47. All work shall be carried out to the entire satisfaction of the Corporation.

SCOPE OF WORK

1. The service provider has to maintain a register furnishing the Name, Address, and Character Certificate Latest photographs, Telephone Number of the contract personnel engaged by him and posted at the guest houses. This register completed in all respects has to be handed over to the OS Department within 15 days from the date of award of contract.
2. The service provider has to maintain duly register furnishing the details of duty roster i.e. the shift they will attend duty. This register should be checked every morning by the authorized official of the service provider for verification/signature and shall also be made available for inspection to the authorized representative of LIC whenever called for. Any changes in the staff should be intimated to LIC with valid reasons.
3. The service provider before engaging any person has to get his antecedents checked by the police and the police report to be produced to LIC. Similarly medical certificate from competent authority should be obtained and produced to LIC. Every three months, the staff should be deputed to Health Centre(s) for medical checkups and report submitted to LIC.
4. The service provider has to issue Identity Cards to all his staff engaged by him and shall ensure that the staff shall wear the same while on duty.
5. The service provider has to issue Uniform, head caps, hand gloves including apron to all his staff deputed to the centre at their cost. Prior approval from LIC should be obtained regarding the colour etc. The service provider has to ensure that the engaged staff wear the same while on duty and present themselves in neat and clean with proper hair cut, polished shoes etc.
6. The service provider should note that the contract is not transferable. He shall not transfer, assign or sublet the contract. In the event of non compliance of any terms and conditions of the contract, the contract will be terminated immediately entailing forfeiture of Security Deposit.
7. The service provider should ensure that his staff is very polite and courteous while dealing with the guests and should not enter the room occupied by the guests without prior permission. In case of theft of any item form the guest, it is the sole responsibility of the service provider and the value of the same will be deducted from the month payments.
8. The service provider should keep the guest houses always clean and spray the room with room freshener everyday and keep the same ready for occupation/allotment at all times.

9. The service provider has to maintain the dining hall clean and as such get the flooring swabbed every night once the guests have vacated. The tables, chairs shall be cleaned and properly arranged. ready for the breakfast. Fortnightly cleaning of ceiling fans, pedestal fans etc. shall be undertaken. The freezers shall be maintained clean. The garbage shall be cleared everyday. The surroundings shall be kept clean.
10. The service provider has to ensure that the staff washes the kitchen utensils with proper and standard variety liquid washing soap, before preparing any dish and also every day whenever necessary. Similarly, the kitchen flooring should be washed every night using disinfectant once the kitchen service is closed. The exhaust fans should be cleaned every week.
11. The service provider has to ensure that his staff properly washes the plates, glasses and other cutlery. The plates should be kept in the oven before laying the table for serving.
12. The service provider has to ensure that the toilets and bathrooms of each room as well as common rooms, are washed every morning and thereafter whenever required by using quality and standard detergents. All the toilets and bathrooms should be provided with Odonil/naphthalene balls, toilet paper rolls, liquid soaps, etc. The, bathrooms and toilets should be kept dry as far as possible. The rooms should be provided with room fresheners, liquid mosquito destroyer etc. as per the requirement of the guest.
13. The service provider should ensure implementation of Code of Conduct in the following areas:
 - a) "NO SMOKING ZONE" boards should be displayed in the dining hall/Common rooms in each guest houses.
 - b) Guests should be requested that they should not enter the dining area in intoxicated condition. No liquor and other intoxicating items should be supplied in the rooms and consumption of the same in the guest houses/rooms is strictly prohibited.
 - c) The service provider should also maintain register provided by the LIC by filling all the columns and obtaining the signatures of the Guests at the time their check-in and check-out. The requisite register should be kept ready for verification of the authorized officials of LIC during their regular visits
14. The service provider should note that the Officials of the OS Dept or authorized representative and any instructions issued by them will be final and binding for the vendor and his staff. The overall performances will be observed and reported to LIC at quarterly intervals.

15. The service provider should maintain a register / feed back forms which should be submitted to each and every guest prior to their departure for their comments/suggestions and the same should be presented to LIC. It is the duty of the service provider to check the comments from the guests and initiate remedial measures, wherever required.
16. The service provider has to indemnify LIC against all claims out of action under the Employees State Insurance Act or the Workmen's Compensation Act or any other Civil or Criminal Law in force in so far as they relate to the contract personnel employed by him or claims arising out of such employment.
17. The service provider has to solely responsible for all the accidents or injuries to the contract personnel employed by him and deputed at the guest houses. LIC shall not be liable for any disability claims/compensation due to such accident/injury/death.
18. Room charges and mess charges as fixed by LIC to be recovered from the occupants as per LIC instructions, before their departure from Guest Houses. The room rent recovered should be deposited to LIC within 3 working days.
19. LIC shall have the right to add new guest rooms if created by LIC and the service provider shall be under obligation to provide necessary man power services to the new guest rooms also subject to additional payment under the terms and conditions agreed upon.
20. The service provider should note that the members of the contact personnel provided by him shall be the employees of the service provider and not of LIC to any extent under any circumstances.
21. The service provider should note that any amount due to the LIC arising out of the contract will be recoverable from any amount due to the vendor including the Security Deposit.
22. The service provider shall have full control over the employees engaged by him and he will be responsible for maintenance & upkeep of the Guest Houses.
23. Arrival/Departure register and such other registers as prescribed by LIC from time to time will be maintained by the service provider.
24. The service provider shall be responsible for any loss due to theft / pilferage damage of LIC property when such losses caused due to negligence or carelessness or any fault on the part of the service provider or any of his employees and also liable to pay to LIC such amount of loss as may be assessed.

25. Any article of furniture, fixture, crockery or equipments broken and damaged should be brought to the notice of LIC.
26. Proper records of washing of bed linen, towels, Bed Sheets and Bed Spreads, etc., should be maintained and periodically submitted to LIC.
27. The service provider or one of his representatives must be available round the clock at the Guest House.
28. The persons on duty should be in uniform and should wear caps, gloves and apron while serving/cooking.
29. The service provider shall inform the day to day position of the guest houses to LIC.
30. The service provider shall maintain a proper account of the calls made by the officers/guests on the telephone provided by maintaining a register.
31. No unauthorised person should be allowed in the Guest House. Persons who booked LIC guest house will only be permitted to stay at the Guest House.
32. Under no circumstances the service provider or his employees should bring their family to dwell in the Guest Houses. If it is observed by the LIC that Service provider is allowing unauthorized person for stay in LIC Guest house, a suitable penalty will be imposed and the Contract will be terminated immediately without any prior notice.
33. The service provider shall provide weekly off / holidays to his workmen as per labour laws but it shall be his responsibility to ensure uninterrupted services to LIC on all days.
34. The service provider should ensure the following:-
 - a) There should be one Caretaker / Supervisor who shall be in touch with the LIC on day to day basis.
 - b) Serve bed tea/coffee to the guests as directed by LIC.
 - c) Washing all the linen, towels, table cloth, curtains etc. provided to the rooms, through the dhobi and payment will be reimbursed to the service provider along with monthly bill.
 - d) All round maintenance of the premises and surroundings shall be done by the service provider.
 - e) The service provider should ensure that their staff should not go for undue demands from guests.

- f) Mosquito repellent & refilling cost in each room and common room of the Guest House will be reimbursed, on production of bills/receipts, and will be settled on monthly basis.
- g) Provision of Gas cylinder and cost of refilling of the same for the purpose of cooking will be reimbursed along with monthly bills on production of bills / receipts.
- h) Electric Kettle with Tea / Coffee, Sugar & milk powder in each room is to be provided by the service provider and it is to be refilled on day to day basis. The cost of the same will be reimbursed along with monthly bills on production of bills / receipts.
- i) The Service provider has to supply kit to the Guest(s) containing 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.,

35. PAYMENT TERMS:

The agency will be paid on monthly basis by NEFT/ RTGS for the services rendered during the particular month for which he shall submit the bill for the agreed amount latest by 7th of the following month along with proof of remittance of EPF, ESIC of the previous calendar month along with list of employees for whom the amount stands remitted.

In terms of the provisions of The Contract Labour (Regulation & Abolition) Act, 1970 and Rule 72 and 73 of the Rules framed there under, the agency shall disburse the minimum wages (in vogue as on date of payment of wages) to its personnel by electronic mode only. Agency shall, as may be practicable, make the disbursement of wages in a mode otherwise than in cash and inform the principal employer electronically the amounts so paid by such mode. It shall be the duty of every contractor to ensure the disbursement of wages under sub-section(2) of Section 21 of Contract labour Act to make the payment to its labours by electronic mode only and in case payment is not made by electronic mode, then the same will be made in presence of the authorized representative of the Corporation & shall obtain due certification to that effect from the Authorized Representatives of the Corporation. Any violation of the aforesaid provisions of the law will entail forthwith termination of this Agreement in addition to such penal consequences as may be deemed fit by the Corporation. As and when the wage rate is revised as per Minimum wage act, as applicable, corresponding increase in the payment of Applicable wages and other items will be made by the contractor to their workmen without any additional burden on Corporation.

* Bonus should be paid as per the Bonus Act, and the same will be reimbursed on submission of proof of payment.

- TDS at the prevailing rates, if any, will be deducted.
- The agency shall alone bear all taxes, rates, charges and levies or claims whatsoever as may be imposed or levied by the State/Central Government(s) or any local body or authority for and in connection with rendering services.
- All the taxes which the Corporation may be liable to deduct or called upon to so deduct, during the currency of the Agreement which are liable to be payable by the agency under the law but not so paid, shall be set-off against the bills raised by the agency and paid to the respective government department(s) or authorities as may be required under law and the agency shall have no claim against the agency in respect of any or all such payments.

36. TERMINATION:

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

37. DISPUTES & DIFFERENCES:

In all cases of dispute, the matter will be referred to the Regional Manager (E&OS) of L.I.C. of India and her decision shall be final and legally binding on the contractor.

38. SECURITY DEPOSIT.

The selected agency will have to remit security deposit of 10% of annual value of the contract. The amount will be kept with us interest free for the entire period of the contract. The Security Deposit shall be refunded within a period of two months from the date of expiry or termination of contract (whichever is earlier) provided there are no defects or loss or damage caused to the Corporation. In case of defects or loss or damage caused to the Corporation, the same shall be recovered from the Security Deposit and balance, if any, shall be refunded without interest to the agency.

39. The agency shall remit ESI and EPF contribution of all his workmen regularly to ESI Corporation and P.F. Authorities respectively and furnish the proof of the same every month to us. If it is found at any time that ESI and EPF contributions in respect of his employees are not being deposited, L.I.C. of India reserves the right to utilize the amount of Security Deposit for the same or from the amount payable to the said contractor.

40. The agency agrees to abide by the regulations if any notified by IRDAI during the currency of agreement in connection with, "Outsourcing of Services" by LIC of India.

41. PROVISIONS OF SECTION 33 (3) AND 33 (4) OF THE INSURANCE ACT, 1938 AS AMENDED BY THE INSURANCE LAWS (AMENDMENTS) ACT, 2015:

In Terms of provisions of Section 33 (3) of the Insurance Laws (Amendment) Act, 2015, the Insurance Regulatory and Development Authority of India (IRDAI), is authorised to verify 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 IRDAI.

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

42. The Corporation reserves the right to call for missing/ additional requirements from the agency at any time in response any query from the Appropriate Authorities.

We accept all the above terms and conditions.

**AUTHORISED SIGNATORY
NAME / DESIGNATIONS & SEAL OF THE FIRM/ AGENCY/COMPANY**

PART D – DETAILS OF THE GUEST HOUSE MAINTENANCE WORK

Service provider has to manage Koti, Bible and Hyco Guest House consisting of Rooms located at Hyderabad as per annexure. Number of Guest House Rooms can be increased or decreased with one month's prior notice. Accordingly, manpower will be adjusted. Decrease or increase in the cost will be adjusted accordingly.

PARTICULARS OF GUEST HOUSES AND MANPOWER REQUIREMENT:

Sl No.	Name of the Guest house	No.of Rooms	Caretaker cum Head Cook	House Keeper cum Asst. Cook	Helper	Total
1.	Koti		6	--	--	6
2.	Bible House		4	--	--	4
3.	Hyco		3	--	--	3

Note:- Service Provider has to keep / nominate Caretaker as Supervisor to supervise their staff and activities for smooth Functioning for directly reporting to OS Department, South Central Zonal Office Hyderabad.

PART E – DETAILS OF THE SCOPE OF WORK AND MATERIAL

1. Power/electricity, telephone, water bills, DTH bills will be paid by LIC.
2. Gas bill will be reimbursed on actual basis.
3. Service provider has to manage washing and ironing of linen, pillow covers, towels, Bed sheets, Bed Spreads etc. It has to be changed every alternate day or change of occupancy.
4. Common hall of guest house should be provided One English and TWO Telugu newspapers every day. Cost will be reimbursed on actual basis.
5. All items related to kitchen including crockery , etc. except consumable items like grocery, vegetables, milk products etc. will be provided by LIC. Linen and other furnishing material will be supplied by LIC.
6. The Service Provider has to arrange all cleansing material for cleaning and mopping of floors, washing of utensils, cleaning and washing of toilets and bathrooms viz. Odonil in each bath room, toilets, wash basins and room freshener for Guest Rooms and common rooms Mosquito repellent has to be provided in each room on actual basis. Actual cost will be reimbursed by LIC on production of bills / receipts.

Description/brand of materials to be used:-

Function	Chemical Description/Brand
Cleaning and sanitizing of surfaces of toilets/wash rooms	R1-Lizol/Domex/Harpic
Cleaning of floors and walls	R2- Lizol/Domex/Venigar
Cleaning of toilet windows, mirrors	R3- Colin
Cleaning of WCs, Urinals	R6- Harpic / Domex
Removal of oil/grease stains	R7- Vanish / Tide
Removal of hard stains from walls of wash rooms and fittings	R9- Cleanmate / Lizol Any ISI Brand
Hand-wash in all toilets	Dettol / Lifebuoy
Cleaning wash basins	Vim liquid and Scotch-brite
Cleaning glass doors, glass shelf, windows of cabins	Colin liquid and glass cleaner/wiper/yellow cloth
Cleaning glass table tops, coffee tables	Colin liquid and yellow cloth
Cleaning tables, partitions, cupboards	Dusters(checks)
Sweeping lift lobbies, entrance lobbies, floors and stairs and staircases	Lobby/Dry Mop
Mopping floors, lift lobbies, entrance lobbies, toilets, stairs and staircases	Wet Clip Mop
Toilet freshener	Odonil/Garden Fresh
Plastic dustbins, mugs and small buckets for use	ISI brand
Sani cubes	Homacol/Odonil/Any other ISI marked and
Cleaning WCs, Urinals	Toilet brush

Mosquito Repellent	Good Night / All Out
Room Freshener	ISI brand

If materials/equipments as mentioned in the table above is/are not used, appropriate penalty as decided by the Corporation will be imposed and recovered from the monthly payment due to the agency.

Generalpoints about materials for Guest House Maintenance:

- i. The description/brand of materials to be used for various house-keeping activities shall be as specified above.
- ii. All cleaning material such as phenyl, disinfectants, air-fresheners (stick), air fresheners (round), hand-wash, liquid soap, sani cubes, squeeze, detergent powder, naphthalene balls, etc. shall be provided and arranged by the agency and the cost will be reimbursed by LIC. All the material used should be of good quality and eco-friendly.
- iii. The agency shall arrange for all cleaning equipments such as – Hard brush / soft brush, Soft / Hard duster, Mops, Multi Wash, Dry mops kit, Glass cleaner, WC cleaner, Vacuum cleaner, Jet-pump etc. and the cost will be reimbursed by LIC.
- iv. The quality of cleaning material/ equipments may be inspected by us periodically.
- v. Dustbins, mugs, small buckets in all guesthouse area, toilets (common and attached) shall be provided by the agency and replaced as and when informed by LIC to the agency.
- vi. Dustbins shall be provided with disposable garbage bags and the same shall be replaced daily.

Annexure A

PRE CONTRACT INTEGRITY PACT**General:**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on..... day of the month of201 , 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 Zonal Office at “Jeevan Bhagya” , Secretariat Roat, Saifabad, Hyderabad – 500 063. (hereinafter called the “BUYER” which expression shall mean and include, unless the context otherwise requires, his successors in office assigns) of the First part. And M/s represented by Shri..... .

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

WHEREAS the BUYER proposes to procure Guest house maintenance services of Koti, Bible house and Hyco Guest houses and the BIDDER/Seller is willing to offer/has offered the Guest house maintenance of Koti, Bible house and Hyco Guest houses.

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

NOW, THEREFORE,

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

Enabling the BUYER to obtain the desired said services at a competition price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

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

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

Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting on implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the BUYER will report to the appropriate “CVO” any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

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

Commitments of BIDDERS

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

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

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

any other contract with the government for showing or forbearing to show favour or disfavour to any person in relation to the contract of any other contract with the Government.

3.3 Foreign BIDDERS shall disclose the name and address of their Indian agents and representatives in India, and Indian BIDDERS shall disclose their foreign BUYERS or associates.

3.4 BIDDERS shall disclose the payments to be made by them to their Foreign BIDDERS shall disclose the name and address of their Indian agents and representatives in India, and Indian BIDDERS shall disclose their foreign BUYERS or associates. agents/brokers or any other intermediary, in connection with this bid/contract.

3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original owner of the agency/ firm /company providing Housekeeping Services and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

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

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

3.9 The BIDDER/Contractor will not commit any offence under the relevant India penal code (IPC) /Provision of corruption (PC) act .Further improperly, for purposes of competition or personal gain, pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

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

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

4. Previous Transgression

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

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

5. Earnest Money (Security Deposit):

5.1 While submitting commercial bid, the BIDDER shall deposit an amount Rs65,000/- as Earnest Money as applicable/Security Deposit, with the BUYER through any of the following instruments:

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

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

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

5.2 The Earnest Money /Security Deposit shall be valid up to the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, which ever is later.

5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

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

6. Sanctions for Violations:

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

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any; compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the BUYER, and in the case of an Indian BIDDER with interest thereon at 2% above the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% above the LIBOR (London Inter Bank Offer Rate). If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

(vi) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from participating in the future bidding processes of LIC for a minimum period of five years which may be further extended at the discretion of the BUYER.

(viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

(x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

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

7. Fall Clause:

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

8. Independent Monitors:

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

Name address of the Monitor(s):

1. Shri. Shyam Lal Bansal , Ex CMD of Orietal Bank OF Commerce , A-1202 A,M 13TH Floor , La Lagune, Sector-54 , Gurgaon -122001
Ph- 0124-4912161 ; 8800144999 ; e mail – sl.bansal@yahoo.com
2. Shri. Kata Chandrahas IRS (Retd)
G-1 ,Reliance Homes , 8-2-547 /R , Road no- 7 , Banjara Hills ,
Hyderabad- 500034
Ph- 040-23354178 , 8008449678 , e –mail - kchandrahas@yahoo.com

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

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

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

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

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings. 8.8 The Monitor will submit a written report to the designated authority** of BUYER /Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER /BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

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

10. Law and Place of Jurisdiction:

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

11. Other Legal Actions:

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

12 Validity:

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

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

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

BUYER BIDDER Name of the Officer:

CEO

Designation

Deptt./MINISTRY/PSU

Witness

1.....

1.....

2.....

2.....

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

** Please specify the “Name of Authority” in place of “Authority Designated” wherever mentioned in the Agreement)

Annexure - 1

PART F – TECHNICAL BID

(To be submitted in a sealed cover super scribed as “ Technical Bid for maintenance of Koti ,Bible and Hyco Guest House of LIC OF INDIA”

Tender No- / 2019

1. Name of the Firm / Agency / Company :-
(attach certificate of Registration)

2. Name of the Proprietor/ Director of the Firm / Agency / Company with contact no: :-

3. Full Address of Registered Office :-
 - a. Telephone number/s :-
 - b. Fax Number :-
 - c. E-mail Address :-

4. Full Address of Operating Office /Branch:-
 - a. Telephone number/s :-
 - b. Fax Number :-
 - c. E-mail Address :-
 - d. Account No/IFSC Code :-

5. Banker of the Company Firm / Agency/ Company :-
(Attach certified copy of A/C statement of Last 3 years)
Telephone Number of Banker :-

6. Registration certificate with Labour Department :-

7. PAN NUMBER (Attach certified copy) :-

8. GST REGISTRATION NUMBER (Attach certified copy) :-

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

9. PF / ESI CERTIFICATES : -Certified copies required

10. Details of Application fee and EMD

Details of Demand Draft	Application Fee of Rs. 236/-	EMD of Rs. 17,000/-
Demand Draft / Pay Order No.		
Date of Demand Draft / Pay Order		
Name of Issuing Bank		
Branch Of Issuing Bank		
Address of Issuing Bank		

11. Work Experience of agency in the field of maintenance of Guest Houses. Give details of the existing clients at Hyderabad :- (Attach separate sheet in the following format)

Sr.No.	Name of the Client	Whether Pvt / Govt.body / PSU	Since when service is provided	No.of Guest houses maintained	Annual contractual amount of maintenance of Guest Houses

(Give reference with full details of person to whom enquiry in the above organizations can be made about work performance by our Authorized officials) Give these details in Annexure 1 with Technical Bid.

12. Turnover of the Company /Partnership Firm/ Proprietorship for the Financial Year **2016-17, 2017-18 and 2018-19** (Please attach a copy of audited Balance Sheet and Profit & Loss Account for all the three years.) :

Sr. No.	Financial Year	Turnover (from Guest House maintenance Business only) (Rs.)
1	2018-19	
2	2017-18	
3	2016-17	

DECLARATION

1. I, _____ Son / Daughter / Wife Of Shri.
Proprietor / Director /Authorized Signatory of the Firm/ Agency/ Company mentioned
above is competent to sign the declaration and Execute this Tender Document:
2. I have carefully read and understood all the terms and conditions of the Tender and undertake
to abide by these terms and conditions.
3. The information / Documents furnished along with the application are true and authentic
to the best of my knowledge and belief. I / We am / are well aware of the fact that furnishing of
any false information / fabricated document would lead to rejection of my tender at any stage
besides liabilities towards prosecution under appropriate Law.

Date: -
Place: -

Signature of Authorized person
Full Name: -
Seal:-

Annexure – 1

Order of Arrangement of Documents with Technical Bid : -(Self Attested)

1. Application of Technical Bid and Declaration
2. Attested copy of Firm/ Agency /Company Registration
3. Certified copy of the statement of Bank Account of the Firm/ Agency/ Company for the last 3 years
4. Attested copy of PAN/ GIR Number
5. Attested Copy of last 3 years IT Returns filed by Firm /Company
6. Attested copy GST registration
7. Attested copy of PF Registration letter / Certificate
8. Attested copy of ESI Registration letter / Certificate
9. Certified Document in support of entries in point 11 of Technical Bid Application
10. Certified copy of Profit and Loss Accounts and Balance Sheets last 3 years.
11. Copy of the terms and conditions at pages 08 to 27 in tender document with each page duly signed (with seal) by the Authorized signatory of the Firm / Agency/ Company in token of their acceptance.
12. Separate sheet in reply to question no. 11 of Technical Bid in the given format with additional details about contact person/s.
13. Satisfactory certificates from any two existing major clients with details of contact person telephone no. And email id.. . etc.

Technical Bid - Annexure

DETAILS OF EXISTING CLIENTS

Name and Address of the Company	Name, designation of contact person with telephone no. and e-mail ID	Area allotted for g Job	Total Annual Contract Value (In lacs)	Since when the contract is awarded

Annexure - II

PART G – FINANCIAL BID

(To be submitted in a sealed cover super-scribed as “Financial Bid for MAINTENANCE OF Koti, Bible and Hyco GUEST HOUSE SERVICES of LIC of India.

Tender No : /2019

We have gone through the details of terms/conditions and nature of services to be provided. Accordingly, we submit herein below the financial bid having regard to the area mentioned at point no.

1 of the General Terms and Conditions, number of workmen, supervisors to be deployed and the description/brand of materials to be used. We have also visited the premises and got all necessary details.

PAYMENT TO WORKERS : Cost towards Workers / Caretakers (per month)

	Details	Amount	Remarks
1	Basic + VDA Wages per day per person/ caretaker as per Central Act w.e.f. 1.04.2019	Rs. 584/-	Employees contribution for PF and ESI are to be deducted; to be remitted along with Employer's contribution
2	Wages for 26 days for ONE caretaker per day	Rs. 15,184/-	
3	Wages for 26 days for 11 caretakers per day	Rs. 1,67,024/-	(P)
3(a)	Addl. payment for weekly off (30 / 7) x Daily Wage x 11 caretakers	Rs. 27,532/-	(Q)
4	Wages for sweeper-cum-cleaner (8 hrs. / day){26 days x (Rs. 584/-)} for 2 sweepers	Rs.30,368/-	(R)
4(a)	Addl. payment for weekly off (30 / 7) x (Daily Wage) x 2 sweeper	Rs. 5,006/-	(S)
5	Total wages	Rs. 2,29,930/-	(T) = (P) + (Q) + (R) + (S)
6	ESI @ 3.25% on (T)	Rs. 7473/-	(U)
7	PF @ 13.36% on (T)	Rs. 30,719/-	(V)
8	Cost of Material	---	Actuals shall be reimbursable.
9	Laundry Charges	---	
10	Administrative charges of the Contractor / agency(Should be more than 2.05% of T +U+V)	Rs:	(X) (Mention in Rupees)
11	TOTAL (Y)		(Y) = (T)+(U)+(V)+(X)
12	GST (as applicable)		

- (1) The Wages indicated above are as per notification of Ministry of Labour, Govt. of India and also notified vide No.B-27(1)/2016/E-1 dated 07.10.2016 by Deputy Chief Labour Commissioner(Central), Hyderabad
- (2) If wages quoted are less than the minimum wages for the number of persons specified in the financial bid, then, the bid will not be taken into consideration and treated as invalid.
- (3) In case of increase in minimum wages during the period of contract the increase shall have to be borne by the agency and paid to its workmen.
- (4) Agency's service charges for rendering house-keeping services cannot be zero. It should among other things also include probable increase in minimum wages, statutory contributions during the year and increase in cost of materials during the period of the contract.
- (5) Charges must be quoted in WORDS AND FIGURES.
- (6) In case of any discrepancy, unit charges quoted in words will be considered as correct.

AUTHORISED SIGNATORY

NAME/DESIGNATION AND

SEAL OF THE FIRM/COMPANY

Date:

