

Life Insurance Corporation of India



Ref: WZO/OS/Pest Control Tender /2024-25

Date: 24.04.2024

INVITATION FOR REQUEST FOR PROPOSAL

Request for Proposal (RFP)

For

Providing Pest Control Services

Life Insurance Corporation of India

Western Zonal Office, Office Services Department,
Ground Floor, Yogakshema (West Wing),
Jeevan Bima Marg, Nariman Point,
Mumbai - 400021.

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PART – A

Tender for Providing Pest Control Services

Life Insurance Corporation of India, Western Zonal Office invites Tender from reputed, Experienced and financially sound Companies/Firms/Agencies for providing Pest Control Services at LIC, Yogakshema Building, Guest Houses and staff quarters of LIC Under its jurisdiction and located in Mumbai and Mumbai Metropolitan Area for a period of 2 Year (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. Sealed Tenders are invited from reputed agencies with their presence in Mumbai, providing Pest Control Services with at least three years experience of providing Pest Control Services to any organization/ Government /Public Sector undertaking / Private organizations of repute etc. under the two bid system.

Terminology

A.1.1 Definitions

Throughout this RFP, the terminologies mentioned below would carry the following meaning:

1	Agreement	Any written contract between the Life Insurance Corporation of India and a successful Bidder with respect to any deliverables or services contemplated by this RFP. Any Agreement shall be deemed to incorporate, as schedules, this RFP, all addenda / corrigenda issued by LIC, the bid of the Successful Bidder and any negotiated modifications thereto.
2	Bidder / Proponent / Vendor / Respondent	A firm submitting a bid in response to this RFP. "Bidder or Proponent or Vendor or Respondent" definition for this specific RFP for providing Pest Control Services shall include Bidder(s) who are having proven expertise and capability to provide providing Pest Control Services.
3	Confidentiality	The contents of this RFP and the supporting documentation are confidential to LIC and are provided solely for the purpose of response to the RFP for providing Pest Control Services.
4	Corporation / LIC / LICI	Reference to the "Corporation or LIC or LICI" shall be determined in context and may mean without limitation "Life Insurance Corporation of India" a statutory corporation established under section 3 of Life Insurance Corporation Act, 1956.
5	Corrigendum(a)	Any clarification issued by LIC will be in the form of an corrigendum, a copy of which will be published on our LIC Website and in GOI Portal.
6	Proposal / Bid	The Bidder's written reply or submissions in response to this RFP is referred to as Proposal or Bid.
7	RFP	The Request for Proposal document in its entirety, inclusive of any addenda / corrigenda that may be issued by LIC at a later date.
8	Services / Work	"Services or Work" means all services and deliverables to be provided by a Bidder as described in the RFP and other obligations of the Vendor covered under the RFP & the Contract.

A.1.2 Abbreviations

1	AMC	Annual Maintenance Contract
2	BG	Bank Guarantee
3	BO	Branch Office, LIC
4	EMD	Earnest Money Deposit
5	INR	Indian National Rupees
6	PBG	Performance Bank Guarantee
7	RFP	Request for Proposal
8	SLA	Service Level Agreement
9	SPOC	Single Point of Contact
10	ZO	Zonal Office, LIC

A.1.3 Invitation to Bid

Office Services Department, Western Zonal Office, LIC of India invites sealed responses for providing Pest Control Services from reputed, Experienced and financially sound Companies/Firms/Agencies at Yogakshema Building, Guest Houses and staff quarters of LIC Under its jurisdiction and located in Mumbai and Mumbai Metropolitan Area as detailed in Scope of Work under Part - E of this Tender document for a period of 2 Year (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.

A.1.4 Time Schedule

Tender Notification Number and Date	WZO/OS/Pest Control Tender /2024-25 dated 24.04.2024
Cost of Tender Document	INR 1000.00 + INR 180.00 GST (Rupees One Thousand Only + One Hundred Eighty Only GST) non refundable in the form of Demand Draft / Pay Order drawn in favour of “ LIC OF INDIA” payable at Mumbai to be paid at the time of submitting the tender in a separate envelope super scribed” COST OF DOCUMENT FOR PEST CONTROL SERVICES TENDER”
Earnest Money Deposit	Bidder needs to provide a 3% as EMD of Total Value of Contract i.e. Rs. 60,000/- (Sixty thousand only).
Time , Date and Place of Sale of Tender Document (collection in person from the given address or downloading from officials site of the Corporation)	Time - 10.30 am to 3.00 pm Date - From 29.04.2024 to 10.05.2024 Place : LIC OF INDIA, Western zonal office, Office Services Dept , Ground Floor, Yogakshema , Nariman Point , Mumbai- 400 021 *** Please see note below
Time , Date and Place for receipt of Tender Documents(LAST DATE)	Time - 10.30 am to 4.00 pm Date -- 13.05.2024

	Place - LIC OF INDIA, Western zonal office, Office Services Dept , Ground Floor, Yogakshema , Nariman Point , Mumbai- 400 021 *** Please see note below
Time , Date and Place of Opening Tender Document	Time - 11.00 AM ONWARDS Date -- 14.05.2024 Place - LIC OF INDIA, Western zonal office, Office Services Dept , Ground Floor, Yogakshema , Nariman Point , Mumbai- 400 021 *** Please see note below
Pre- Bid meeting.	Time - 03.00 pm Date - 08.05.2024 Place - LIC OF INDIA, Western zonal office, Office Services Dept , Ground Floor, Yogakshema , Nariman Point , Mumbai- 400 021 *** Please see note below
Addressee and Office Address for Communication / Place of submission and opening of RFP Document.	Regional Manager (OS) Life Insurance Corporation of India, Western Zonal Office, Office Services Department, Ground Floor, West Wing, Yogakshema, Jeevan Bima Marg, Mumbai-400021. Email : wz_pctrl@licindia.com

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

www.licindia.in

The above Time schedule is subject to change and notice in writing of any changes will be provided wherever feasible. LIC reserves the right to cancel the Tender at any time without penalty and without incurring any financial obligation to any Bidder or potential Bidder. LIC reserves the right to extend the last date for the receipt of Tender Bids.

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 a Demand Draft/Pay Order of ₹1000/-+ ₹180.00 GST drawn in favour of "LIC OF INDIA" payable at Mumbai towards the cost of Tender Document respectively. The tenders received after the last date and time of submission as mentioned above shall be rejected. All the Part /Annexure (Annexure I to Annexure IV) are part of this tender and shall be duly signed by authorized person of the tenderer.

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. Decision of the Corporation will be final, conclusive and binding

on the tenderers and the Corporation takes no responsibility for any delay whatsoever for submission of tender after the last date and time given in the schedule.

Zonal Manager

Instructions to Bidders

B 1.1 General Instructions

Life Insurance Corporation of India, Western Zonal Office invites Tender from reputed, Experienced and financially sound Companies/Firms/Agencies for providing Pest Control Services at LIC, Yogakshema Building, Guest Houses and staff quarters of LIC Under its jurisdiction and located in Mumbai and Mumbai Metropolitan Area. Sealed Tenders are invited from reputed agencies with their presence in Mumbai, providing Pest Control Services with at least three years experience of providing Pest Control Services to any organization/ Government /Public Sector undertaking / Private organizations of repute etc. under the two bid system for a **period of 2 Year (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.

The tender shall be submitted in two parts i.e. Part-I (Technical Bid) and Part- II (Financial Bid). Tenders must be submitted in Cover-I, which should be super scribed with the words “Tender for providing Pest Control Services - Technical Bid” containing all the certificates / information / documents and Cover-II, which should be super scribed with the words “Tender for providing Pest Control Services - Financial Bid.” Cover-II will be opened after short listing of tenderers based on the Technical Bid evaluation.

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 providing Pest Control Services” Cover-III shall bear the address as given below :-

**The Regional Manager, (OS)
Office Services Department,
LIC of India, Western Zonal Office,
Gr. floor, West Wing, Yogakshema Building,
Jeevan Bima Marg,
Mumbai- 400021.**

- Those Technical bids which are found to be in order i.e. satisfying all the stipulated conditions for providing Pest Control Services contract shall be short-listed and financial bids of only such short-listed bidders will be opened.
- Any Contractor submitting the tender shall be deemed to have read and understood the terms and conditions, scope of the work etc and quote accordingly.

- LIC of India reserves the right to call for missing / additional requirements or otherwise from the applicant at the time of analysis of the technical bids received in response to this notice.
- Any conditional offer / tender shall not be considered.
- Any modification in the tender after opening date shall not be considered.
- 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 along with Annexure(s) and the successful tenderer shall sign and execute a Contract subsequently which shall be inclusive of the terms and conditions as set forth in Annexure -F (TECHNICAL BID) of this Tender.
- The Contractor should be a registered body for providing Pest Control services having valid requisite license.
- The Bidders should have experience of at least 3 years in providing Pest Control Services.
- The Bidder should have experience of Pest Control Services in any Private or Private Limited Financial organization, Government /Public Sector undertaking / Private organizations of repute with at least one existing work order in the said organizations with Pest Control Services area of at least 10000 sq.ft. in the last financial year i.e. 2022-23.
- The average Annual Turnover from Pest Control business during last 3 years should be at least ₹ 60 Lakhs per annum.
- The firm / Contractor should be a profitable company. The firm should have made profits in at least 2 out of the last three financial years (FY 2020-21, 2021-22 & 2022-23).
- Satisfactory service certificates should be enclosed from any one of the bidder's existing major clients with details of contact person, Telephone No. email etc.
- 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 Maharashtra. 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:
 - ✓ License from Labour Commissioner to employ contract labour under the Contract Labour Act.
 - ✓ Registration certificate under Employees Provident Act.
 - ✓ Registration under Employees State Insurance Act.
 - ✓ Latest Income tax clearance certificate, if any and PAN Card of the Contractor.
 - ✓ GST registration Certificate.
 - ✓ Copies of Audited Balance Sheets for the past 3 years.
- The Bidder should not have defaulted in providing similar services and should not have been black-listed with any office of LIC of India or any other establishment. The Bidders should have proper tools & tackles for providing Pest Control at Mumbai and Mumbai Metropolitan Area.

- The Bid shall be signed by a person or person so authorized by the Bidder. In case, the Bidder is a Company, the officer so authorized by the Company shall sign the Bid and affix the seal of the company.
- While discharging the duties, the contractor shall be responsible for any injuries to persons, damage to building, building structure, streets and footpaths and shall rectify it at his own cost. The contractor shall be responsible for storing and safeguarding his own material at his own cost. The Contractor and his workers will be allowed to use lift after office hours. Any damage / spoiling of lift / floor caused during such act will have to be made good by the Contractor at his own expense.

The Bidder is expected to examine all Instructions given in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a Bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid.

- a) Responding to this Tender and submission of the Bid by the Bidder will be deemed as consent from the Bidder to all the terms and conditions mentioned in this Tender along with its Annexure, clarifications issued.
- b) All the terms and conditions and the contents of the Tender along with the Annexure(s), clarifications issued will be contractually binding and will form part of the resulting agreement.
- c) Bids will be opened on the stated day at the stipulated time at the given address as mentioned in Section A.1.4, in the presence of the Bidders' representatives who wish to attend. If the said date of opening is declared as a holiday, the Bids will be opened on the next working day of LIC at the same time.
- d) A prospective Bidder requiring any clarification of the bidding documents may notify LIC in writing or e-mail to wz_pctrl@licindia.com. LIC will respond to any such request for clarification of the bidding documents which it receives before the deadline for submitting queries as prescribed by LIC in Section A.1.4 of this RFP. LIC's response (including an explanation of the query but without identifying the source of the inquiry) will be made available through mail.
- e) Verbal requests for clarification will not be entertained.

B.1.2 Right to accept any bid and reject any or all Bids

1. LIC reserves the right to accept or reject any or all Bids without assigning any reasons. Bids may be accepted or rejected in total or in any part or items thereof. Any Bid not containing sufficient information, in view of LIC, to permit a thorough analysis may be rejected.
2. LIC reserves the right to verify the validity of Bid information, and to reject any Bid where the contents appear to be incorrect, inaccurate or inappropriate in LIC's estimation.
3. LIC shall have the right to determine in its own best judgment, the Bidders who will qualify for the short list, if any, and thereafter, the final selected Bidder shall undertake the work after the Agreement is signed by both the parties.

4. Bids not conforming to the requirements of this RFP may not be considered by LIC. However, LIC reserves the right, at any time, to call for any document / requirements of this RFP, if, in the sole discretion of LIC, the best interests of LIC would be served.
5. If, in the opinion of LIC, any Bidder has clearly misinterpreted the Work and /or underestimated the hours and / or the value of the Work to be performed as reflected in the Bid content and submitted price(s)/rate(s), then LIC may reject the Bid as imbalanced (i.e. not representative of the Work Scope). Bidder may seek clarification, if required within the stipulated timelines as mentioned in Section 2.2.

B.1.3 Cost of Bid Document

1. The Bidder may download the RFP documents from the websites mentioned below:
 - a. LIC Website (http://www.licindia.co.in/tender_notice.htm)
2. The cost of the Bid document shall be INR Rs. 1000.00 + Rs.180.00 GST as applicable (Rupees One Thousand Only + GST Rs. One Hundred Eighty Only) payable by way of a non-refundable bank demand draft drawn in favour of Life Insurance Corporation of India, payable at Mumbai, drawn on any Nationalized or Scheduled bank.
3. As per the "Public Procurement Policy for Micro & Small Enterprises (MSEs) Order 2012" Bidders registered with the Director of Industries (DI)/District Industries Centre (DIC) as manufacturing /service enterprises and having acknowledgement of Entrepreneurs memorandum (Part-II) are eligible for Tender sets free of cost. Bidders registered with National Small Industries LIC (NSIC) under Single point vendor registrations Scheme is eligible for Tender sets free of cost and exemption from payment of Earnest Money Deposit, and are also exempted from payment of security deposit upto the monetary limit for which Bidder is registered within the validity period.
4. The Demand Draft has to be enclosed along with documents submitted. Bids received without or with inadequate Bid Document price shall be rejected.

B.1.4 Earnest Money Deposit (EMD)

Bidder needs to provide a signed Bid Security Declaration in lieu of Earnest Money Deposit wherein accepting the clause mentioned in point D.3 of Bid Document.

B.1.5 Submission of Bids

1. The submission of Bids need to be made at the address, time and date as stated in this RFP. All envelopes should be securely sealed and stamped. The authorized signatories of the Bidder should initial on all pages of the Bid.
2. The Bidder needs to submit one Master Envelope. This master envelope should contain two sub-envelopes.

Master Envelope should be superscribed as:

Tender for Pest Control Services Ref : WZO/OS/Pest Control Tender /2024-25 dated: 24.04.2024

All the sub-envelopes must be superscribed with the following information:

a. Envelope - 1:

Technical Bid

WZO/OS/Pest Control Tender /2024-25 dated: 24.04.2024

Submitted by <Bidder's Name>

b. Envelope - 2:

Financial Bid: WZO/OS/Pest Control Tender /2024-25 dated: 24.04.2024

Submitted by <Bidder's Name>

c. Envelope - 3: 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 Pest Control Services "

WZO/OS/Pest Control Tender /2024-25 dated: 24.04.2024

3. The envelopes shall be addressed to LIC at the following address:

Regional Manager (OS)
Life Insurance Corporation of India,
Western Zonal Office,
Office Services Department,
Ground Floor, West Wing, Yogakshema, Jeevan Bima Marg,
Mumbai-400021.

4. LIC assumes no responsibility of Bids delivered to any address other than the above mentioned delivery address, it will be the Bidder's responsibility to ensure that Bids are submitted at the correct Delivery address.

5. The name and address of the Bidder should be mentioned on the envelope along with telephone/mobile number, e-mail ID of the Bidder.

6. Any Bid received by LIC after the date and time of submission of Bids prescribed by LIC in Point no.A.1.4 of Part A will be rejected. The Bid will be unopened in case it is declared "Late".

7. Bid should be spirally bound securely before submitting. Bids submitted in loose sheets will be rejected as non-compliant.

8. All the pages of the Bid must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
9. The Bid shall be typed or written on 8.5" by 11" (A4 size) paper in indelible ink and each page of the Document, Annexure submitted as a part of the Bid or called for by LIC subsequently shall be initialed and stamped by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The authorization shall be indicated by a written Power-of-Authority accompanying the Bid or duly certified copy of Board Resolution appointing the authorized Signatory. The person or persons signing the bid shall sign all pages of the Bid, except for an un-amended printed literature.
10. The original Bid shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidder itself. Any such corrections must be initialed / signed by the person (or persons) who sign(s) the Bids.
11. Bids (Technical and Financial) must be received by LIC at the address specified above not later than the time and date as stated in Point no.A.1.4 of Part A . In the event of the specified date for the submission of Bids being declared a holiday for LIC, the Bids will be received up to the appointed time on the next working day of LIC.
12. If the envelope is not sealed and not marked as required, LIC will assume no responsibility for the Bid's misplacement or premature opening. e-mail Bids and scanned Bids will be rejected. No correspondence will be entertained on this matter.
13. LIC may, at its discretion, extend the deadline for submission of Bids by amending the Bid documents in case any Corrigendum is published, in which case all rights and obligations of LIC and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

B.1.6 Preparation of Bids

1. **Language of Bid:** The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and LIC shall be written either in Hindi or English language. For purposes of interpretation of the Bid, the English translation shall govern. As far as numbers are concerned the same should be in Numerals.
2. **Venue and Deadline for Submission of Bids:** Bids, in its complete form in all respects as specified in the RFP, must be submitted to LIC at the address specified below:

Regional Manager (OS)

Life Insurance Corporation of India,

Western Zonal Office,

Office Services Department,

Ground Floor, West Wing, Yogakshema, Jeevan Bima Marg,
--

Mumbai-400021.

3. Late Bids:

Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned unopened. LIC shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained. LIC reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments.

4. Document constituting the Bid: The Bid prepared by the Bidder shall comprise the following components:

a) **Technical Bid** – Technical Bid will comprise of a Bid Form, Technical details, Qualification Requirements, Service Support Details, , Performance Security Form.

b) **Financial Bid** – Financial Bid will comprise of Bid Form (Annexure –IV), Price Schedule component-wise

5. Covering Letter / Bidder Certifications: Attach any covering letter included with the bid and those certifications required for submission of a Bid. .**6. Bid Form:** The Bidder shall complete the Financial Bid Form as per (Annexure –IV) and the appropriate Price Schedule furnished in the bidding documents, including the description of the proposed Solution.**7. Bid Currencies:** Prices for all the components shall be quoted in Indian National Rupees.**8. Document establishing Bidder's Qualification:** The Bidder shall furnish, as part of its Technical Bid, documents establishing the Bidder's qualification to perform the Contract, if its bid is accepted. The documentary evidence of Bidder's qualification to perform the Contract if its bid is accepted should establish to LIC's full satisfaction that the bidder has the financial and technical performance capability necessary to perform the Contract and meet the criteria . Bids that do not fully comply with shall be rejected.**B.1.7 Evaluation Process**

1) LIC will evaluate the responses of the Bidders. LIC shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection. The decision of LIC in the evaluation of responses to the RFP shall be final.

2) LIC reserves the right to seek clarifications from the bidders on their Bid. Any requests for clarifications post the indicated date and time will not be entertained by LIC

3) LIC reserves the right to reject any or all Bids on the basis of any deviations.

4) Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

B.1.8 Tender Opening and Validity

1. The Bids submitted up to 04.00 pm IST on 13.05.2024 will be opened at 11.30 am IST on 14.05.2024 by LIC, in the presence of such of those Bidders or their representatives who may be present at the time of opening.
2. In the event of the specified date of Bid Opening being declared a holiday for LIC, the Bids shall be opened at the appointed time and location on the next working day.
3. The Bidder's representatives who are present shall sign a register evidencing their attendance.
4. The representatives of the Bidders should be advised to carry the identity card & letter of authority from the tendering firms to identify their bonafides for attending the opening of the Bid.
5. Bids shall remain valid for 180 days after the date of bid opening prescribed by LIC in A.1.4.
6. Bidder's names, Bid modifications or withdrawals and the presence or absence of requisite Bid security and such other details as LIC at its discretion may consider appropriate will be announced at the time of Bid opening.

B.1.9 Tender Evaluation

1. Initial Bid scrutiny will be held and incomplete details as given below will be treated as non-responsive, if Bids :
 - a. Are not submitted in as specified in the RFP document
 - b. Are found with suppression of details
 - c. With incomplete information, subjective, conditional offers and partial offers submitted
 - d. Submitted without the documents requested in the checklist
 - e. Have non-compliance of any of the clauses stipulated in the RFP
 - f. With shorter validity period
2. All responsive Bids will be considered for further processing as below:

LIC will prepare a list of responsive Bidders, who comply with all the Terms and Conditions of the Tender. All eligible Bids will be considered for further evaluation according to the Evaluation process defined in this RFP document. The decision of LIC will be final in this regard.

B.1.10 Technical Qualification Criteria

1. Preliminary scrutiny of all the Bids received will be done and Bids not meeting the qualification Criteria would be rejected without further evaluation. Only the qualified Bids will be further technically evaluated.

B.1.11 Commercial Bid Evaluation

1. After the evaluation of Technical Bid, LIC shall notify the Bidders whose Technical Bid were considered acceptable to LIC indicating the date, time and place for opening of the Financial Bids. The notification may be sent by email.
2. The Financial Bid shall be opened in the presence of Bidders/its representatives who choose to attend, from amongst being notified.
3. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words shall prevail. If the Bidder does not accept the correction of errors, the Bid will be rejected.

PART - C

C.1. Award Criteria

1. LIC will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive Bid meets the criteria specified and is qualified to perform the contract satisfactorily.
2. Award of Contract will be subject to the Bidder qualifying all the evaluation criteria decided by LIC.

C.1.1 Notification of Award of Contract

1. Prior to the expiry of the period of Bid validity, LIC will notify the successful Bidder through mail or registered letter, that its Bid has been accepted. The Bidder, in turn, has to confirm the acceptance for the Offer made by LIC through mail or registered letter.
2. The notification of award will constitute the formation of the Contract. The bidder must submit a declaration that the bidder has never been black listed or punished by any court for any criminal offence/breach of contract and no police / vigilance enquiry/criminal case is pending against the firm or company /agency as the case may be & all the Terms & Conditions of the Tender Document are read and accepted by the Bidder.
3. Failure of the successful Bidder to comply with the requirement shall constitute sufficient grounds for the annulment of the award.

On completion of the above contract copy duly signed by both the parties to the contract will be awarded to the successful bidder.

C.1.2 Performance Guarantee

1. Within 21 days of the receipt of notification of award from LIC, the successful Bidder shall furnish the Performance Security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents or in another form acceptable to LIC. Performance security to LIC for an amount equal to 3 % of the contracted amount valid for 60 days over and above the contract period.
2. Failure of the successful Bidder to comply with the requirement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security, in which event LIC may make the award to the next lowest evaluated Bidder or call for new Bids.
3. The proceeds of the performance security shall be payable to LIC as compensation for any loss resulting from the Vendor's failure to fulfill its obligations under the Contract.
4. The performance security shall be denominated in Indian Rupees and shall be in the following forms only:

- a. A Bank guarantee issued by a Nationalized / Scheduled bank located in India acceptable to LIC. Initially the bank guarantee can be valid for a period of 12 months subject to its renewal in the 11th month for a further period of 12 months till the complete period.
- b. The performance security will be discharged by LIC and returned to the Vendor not later than 60 days following the date of completion of the Vendor's performance obligations including any warranty obligations under the contract.
- c. In the event of any contract amendment the Vendor shall within 21 days of receipt of such amendment furnish the amendment to the Performance Security rendering the same valid for the duration of the Contract as amended, for 60 days after the completion of performance obligations including warranty obligations.
- d. In the event of non-performance of obligation or failure to meet the terms / requirements of this RFP, LIC shall be entitled to invoke the performance guarantee without notice or right of demur to the Bidder. LIC reserves its right to invoke the Performance Bank Guarantee besides cancellation of the entire Purchase Order in the event of breach and / or non-observance of any of the guaranteed performance.

C.2 Signing of Contract

1. At the same time as LIC notifies the successful Bidder that its Bid has been accepted, LIC will send the Bidder the Contract Form incorporating all Agreements between the two parties.
2. Within 21 days of receipt of the Contract Form, the successful Bidder shall sign and date the Contract and return it to LIC. (LIC reserves the right to decrease or increase the number of days).

C.2.1 Failure to agree with the terms and conditions of the RFP

Failure of the successful Bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event LIC may award the contract to the next best value Bidder or call for new Bids from the interested Bidders. In such a case, LIC shall invoke the Performance Bank Guarantee of the most responsive Bidder.

C.2.2 Conflict of Interest

1. **Warranty that there is no conflict of interest:** The Vendor will warrant that, to the best of its knowledge after making diligent inquiry, at the date of signing the contract no conflict of interest exists or is likely to arise in the performance of its obligations under the contract.
 - a. A Vendor will not have a conflict of interest that may affect the Services
 - b. LIC requires that the Vendor provides professional, objective, and impartial services and at all times hold LIC's interests' paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Vendor shall not accept or engage in any

assignment that would be in conflict with its prior or current obligations to LIC, or that may place it in a position of not being able to carry out the assignment in the best interests of LIC.

- c. Without limiting the generality of the above, a Vendor shall be deemed to have a Conflict of Interest, if there is a conflict among this and other assignments of the Vendor (including its personnel and other members, if any) and any subsidiaries or entities controlled by the Vendor or having common controlling shareholders. The duties of the Vendor will depend on the circumstances of each case. While providing services to LIC for this particular assignment, the Vendor shall not take up any assignment that by its nature will result in conflict with the present assignment.
2. Notification of a conflict of interest: The Vendor shall make a disclosure to LIC as soon as any potential conflict comes to their notice but in no case later than 7 (seven) days and any breach of this obligation of disclosure shall be construed as Conflict of Interest. LIC shall, upon being notified by the Vendor under this Clause, decide whether it wishes to terminate this Services or otherwise, and convey its decision to the Vendor within a period not exceeding 15 (fifteen) days.

C.3 Payment

Payment for Pest Control Services shall be made in Indian Rupees as follows:

- All the payments would be made within 8 working days from date of receipt of the invoice and Work Completion Certificates / feedback forms.
 - Invoices and feedback forms collected from end users are to be submitted to the OS Dept Pest Control Section on 7th of the following month.
 - Payment will be made only in Indian Rupees and TDS at appropriate rates will be deducted at source.
 - Payment will be made by NEFT for which Bank account details, IFSC code, Name and Branch of the Bank, cancelled cheque leaf, PAN Card, GST registration certificate etc are to be given by the BIDDER.
 - If any treatment is found ineffective it should be repeated immediately till the end user is satisfied and no additional payment will be made for these repeated treatments before next frequency is due.
- The Service Providing Agency should submit documentary evidences alongwith the invoices, in support of payment to its employees the higher of the Minimum wages decided by Maharashtra State & Central Govt, otherwise payment will not be released.

C.4 Prices

1. **Fixation of Prices:** Prices payable to the Vendor as stated in the Contract shall be fixed at the time of finalization of the Contract.
2. **Escalation of Costs:** The Vendor shall in no circumstances be entitled to any escalation of costs or price of any material / items supplied or services tendered under the contract. The prices shall not be subject to variation on any account. A Bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

C.5.1 Change Orders

1. **LIC reserves the right to initiate any change in the scope of contract. Any change in the general scope of the contract will be informed to the Vendor in writing.** LIC may at any time, by written order given to the Vendor, make changes within the general scope of the Contract.
2. If any such change causes an increase or decrease in the cost of, or the time required for, the Vendor's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Vendor for adjustment under this clause must be asserted within fifteen (15) days from the date of the Vendor's receipt of LIC's change order.

C.5.2 Contract Amendments

No variation in or modification of the terms of the contract shall be made except by written amendment signed by both the parties.

C.6 Assignments

The Vendor shall not assign, in whole or in parts its obligations to perform under the Contract, except with LIC's prior written consent.

C.7 Liquidated Damages

The vendor is required to attend all calls/faults reported by LIC within 36 hours of being informed in writing/mail or through phone and followed by mail. Penalty for failure to adhere to the SLA will attract penalty as follow:

Duration of delay after 36 Hrs	Penalty - % of Cost of the service
36 hrs – 48 hrs	5%
48 hrs – 72 hrs	10%
More than 72 hrs	15%

No penalty will be levied or chargeable for delays attributable to LIC.

C.8.1 Termination for Default

1. If the Vendor fails to deliver any or all of the Services within the period(s) specified in the Contract, or within any extension thereof granted by or if Vendor fails to perform any other obligation(s) under the Contract, LIC may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Vendor, terminate the Contract in whole or part.
2. In the event LIC terminates the Contract in whole or in part, LIC may procure, upon such terms and in such manner, as it deems appropriate. Services similar to those undelivered, and the Vendor shall be liable to LIC for any excess costs for such similar Systems or Services. However, the Vendor shall continue the performance of the Contract to the extent not terminated.

C.8.2 Force Majeure

1. Notwithstanding the provisions of conditions of contract, Vendor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, the Vendor's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
2. For purpose of this Clause, Force Majeure means an event explicitly beyond the control of the Vendor and not involving the Vendor's fault or negligence and not foreseeable.
3. If a Force Majeure situation arises the Vendor shall promptly notify LIC in writing of such conditions and the cause thereof within 2 Weeks. Unless otherwise directed by LIC in writing, the Vendor shall continue to perform its obligations under the Contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
4. In such a case the time for performance shall be extended by a period (s) not less than duration of such delay. If the duration of delay continues beyond a period of three months, LIC and the Vendor shall hold performance in an Endeavour to find a solution to the problem. Notwithstanding the above, the decision of LIC shall be final and binding on the Vendor.

C.9.1 Termination for Insolvency

LIC may at any time terminate the Contract by giving written notice to the Vendor, if the Vendor becomes bankrupt or otherwise insolvent. In this event termination will be without compensation to the Vendor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to LIC.

C.9.2 Termination for Convenience

1. LIC, by written notice sent to the Vendor may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for LIC's convenience, the extent to which performance of the Vendor under the Contract is terminated, and the date upon which such termination becomes effective. **The notice period shall be 30 days.**

C.10.1 Resolution of Disputes / Differences

- In all cases of dispute, the matter will be referred to the Zonal Manager of L.I.C. of India, WZO and his/her decision shall be final and legally binding on the contractor.

C.10.2 Governing Language

The Contract shall be written in English or Hindi language. Subject to condition of contract clause 3.6, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the same language. As far as numbers are concerned the same should be in Numerals.

C.10.3 Applicable Law

The Contract shall be interpreted in accordance with the laws of the Union of India.

C.10.4 Taxes and Duties

Vendors shall be entirely responsible for all taxes, duties, freight, license fees etc.

C.10.5 Components of the Contract

1. The Contract will be based on this RFP, the conditions of the Contract that will be executed at the time of award of contract, the Bidder(s) response to the questions in this RFP, written clarification by LIC and further response by the Bidder in writing and subsequent queries and clarifications, if any, by both the parties.
2. If any of the terms and conditions under this Contract is held invalid, illegal or unenforceable, this will not affect the validity, legality or enforceability of the other terms and conditions under this Contract.

C.10.6 Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, Life insurance Corporation of India including its subsidiaries and its Officers, Employees, Contractors, Agents, and Advisers disclaim all liability from any loss or damage suffered by any person acting or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of Life Insurance Corporation of India including its subsidiaries or any of its Officers, Employees, Contractors, Agents or Advisers.

PART - D

D.1 GENERAL CONDITIONS OF CONTRACT

- All the methods & Material to be used should be mentioned in Technical Bid – All the chemicals to be used should be as per the norms of WHO & Central Insecticide Board.
- The chemicals used should be odorless, non-toxic, non-hazardous and not harmful to human health.
- Bidder should submit the Material Safety Data sheet for each chemical that would be used in the treatment.
- None of the personnel deployed by the Contractor shall indulge in any act other than that provided under this contract.
- The Contractor shall follow all prevailing rules / regulations / laws and should possess valid license for providing Pest Control services and shall take all safety measures for the personnel deployed by him. The Contractor shall follow all the provisions of labour law and shall alone be responsible for any lapse in this regard.
- The Contractor shall carry out the entire work having full regard to the safety of his own personnel as well as Corporation's staff and officers in the complex. All safe practices shall be strictly adhered to by the Contractor such as providing gloves when handling sharp objects, acid, chemicals etc. The Contractor shall provide first aid boxes wherever required. Despite observing safe practices if any unfortunate incident occurs, the Contractor shall bear all expense or claims towards treatment or compensation.
- The Corporation shall not be responsible financially or otherwise for any injury or death caused to any of the personnel of the Contractor during the performance of duties in the premises of the Corporation. The Contractor shall be solely responsible for providing compensation, if any and / or providing for expenses towards treatment for any injury or loss of life during performance of duties by the personnel deployed by him.
- The Contractor shall not cause or allow any of his personnel to act in any manner, which may cause unnecessary disturbance or inconvenience to the Corporation, employees of the Corporation, owners / tenants / occupants of nearby properties or to the general public.
- Nothing in this tender shall by implication or expression be taken to mean or imply that any of the persons deployed by the Contractor for rendering Pest Control services are employees of the Corporation or deployed by the Corporation. The Contractor shall deploy workers who shall be in his sole employment and he shall be solely and wholly responsible for their acts, salaries, wages, remunerations or any other statutory liabilities or other payments. Under no circumstances shall the Corporation be liable for any payment or claim or compensation (including but not limited to compensation on account of injury, death or termination). In case any liability falls on the Corporation for any reason, the Contractor shall keep the Corporation indemnified against the

same. In order to give effect to this, the Contractor shall incorporate suitable clause in the appointment letters to be issued to his workers mentioning that the workers are employees of the Contractor. The Contractor shall ensure medical checkup of all the personnel deployed by him, periodically as well as whenever necessary, at his own cost.

- The Contractor should have a current ongoing contract of Pest Control Services in Mumbai.
- The Contractor shall be responsible for any loss due to theft / pilferage / damage caused in the course of performance of duties to the Corporation's property including fittings, furniture, fixtures or any other equipment(s). The Corporation shall assess the amount payable by the Contractor towards damages / loss / theft / pilferage and the same shall be recovered by the Corporation from the monthly payment to be made to the Contractor.
- The personnel deployed by the Contractor should be healthy, neat and clean. They should display good conduct & courteous behavior. They should be in proper uniform and should be provided photo identity cards by the Contractor at his own cost.
- If the staff deployed by the Contractor is found to be indulging in any undesirable activities in the premises of the Corporation, the Contractor will solely be responsible for all the consequences. Besides, the Corporation shall be at liberty to lodge complaints before appropriate authorities.
- No residential accommodation shall be provided by the Corporation to Contractor and / or to the personnel deployed by him.
- The contract shall be for a period of Two Year initially. However, the same may be extended by one more year subject to approval of Competent Authority.
- The Contractor shall make payment to his personnel as per Minimum Wages Act only by electronic mode. Monthly payments to the Contractor will be made only after submission of certificate mentioning names of workmen, amount paid, name of the bank and bank account number. The names mentioned should only be of those personnel who were actually deployed for providing Pest Control services to the Corporation by the contractor. Any violation of the Minimum Wages Act will entail forthwith termination of the contract in addition to such penal consequences as may be deemed fit by the Corporation.
- All work must be carried out to the entire satisfaction of the Corporation. If the standard of Pest Control services is not maintained to the satisfaction of the Corporation, appropriate penalty will be imposed and the same will be deducted from the monthly bill and / or Security Deposit.

D.2 Responsibilities of the Contractor would be as under:-

- To provide disciplined, courteous, trained and quality personnel ever ready to attend work politely.
- The Contractor shall ensure excellent standard and ensure that entire premises are kept hygienic and clean at all times.
- All the workmen of the Contractor entering the Corporation's premises shall be required to display their photo identity card issued by the Contractor.

- It shall be the responsibility of the Contractor to provide its workmen with all the benefits, remuneration & amenities prescribed under any applicable law.
- The Contractor shall be responsible to maintain all Registers, Records and Accounts required for the compliance of any and all statutory provisions / obligations.
- The Contractor should ensure that its employees do not smoke while working in the premises of the Corporation. They will also not indulge in drinking alcohol or any other intoxicants. They will not consume drugs and eat pan / khaini / tobacco etc. They will not play cards or indulge in gambling in the complex.
- The Contractor shall maintain a record of the job done at the office /Guest house/ Staff Quarter of LIC .The Contractor shall comply with the written feed-backs, if any, given to it by the Official of OS Dept, Western Zonal Office, as the case may be.
- All complaints received during normal working hours should be attended to as early as possible. No complaints should be left unattended / postponed.
- Ensure immediate corrective action on receipt of any complaint against the services provided or against any individual deployed by him.
- Arrange and pay for the Policy under the Public Liability Insurance Act, 1991 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 Act or any rule framed there under.
- Obtain Insurance Policy of adequate value in respect of all his workmen deployed for providing Pest Control services, towards meeting the liability of compensation arising out of death, injury, disablement of work etc. and shall pay premiums regularly as when the same shall become due during the currency of the Contract.
- Be obliged to continue providing the services on the same terms and conditions as provided in the Contract, till such time as CORPORATION, is able to make any alternative arrangement or CORPORATION has agreed in writing to allow the Contractor to discontinue earlier.
- Comply with the instructions issued by the authorities of the Corporation from time to time relating to the performance of the services, duties and obligations. The services rendered by the Contractor shall be subject to regular review by the Corporation and its decision as to the quality thereof shall be final and absolute.
- Nothing in this tender shall be deemed to create any Partnership, Joint Venture, Agency between CORPORATION and the Contractor or their representatives and employees 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 Contractor is an independent entity and not an employee, agent, associate or authorized representative of Corporation. The Contractor is not authorized to undertake any obligation or liability in the name of or on behalf of Corporation whatsoever.
- The Contractor & the workers deployed by him at the Corporation Premises shall maintain confidentiality of any information in their possession during their deployment in the premises of the Corporation & thereafter.

D.3 Mandatory Conditions:-

- The tendering Firm / Contractor / Company are required to enclose photocopies of the following documents duly self attested along with the Technical Bids failing which their bids shall be summarily rejected.
- Registration certificate with Labour Department
- Copy of PAN/GIR card
- Copy of Income Tax Returns filed for the last three financial years
- Copies of EPF and ESI certificate
- Copy of GST Registration
- Copy of Shop and Establishment License
- Annual Turnover for last 3 Financial Years.
- The Contractor should have the necessary valid license under Bombay Shops and Establishment Act, 1948. It shall also obtain the permission of the Municipality or any other authorities if required under the existing rules.
- 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 Contractor to abide by the provisions of the following Acts as to the workers deployed by him for performance of the service.
 - ❖ Child Labour Abolition & Rehabilitation Act, 2006
 - ❖ Workmen Compensation Act 1923
 - ❖ Labour & employment Act 1972
 - ❖ Industrial Employment (Standing Orders) Act 1946
 - ❖ Contract Labour (Regulation & Abolition) Act 1970
 - ❖ The Minimum Wages Act 1948
 - ❖ Employees' Provident Fund Act 1952
 - ❖ The Employees' State Insurance Act 1948
 - ❖ The Payment of Bonus Act, 1965
 - ❖ Any other Act or Legislation which may govern the nature of Contract.
- The bidder will discharge all legal obligations in respect of wages of his workmen and their service conditions & shall comply with all the rules & regulations & provisions of Law in force that may be applicable to them from 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 Contractor 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 Contractor to comply with his obligations under the various laws towards the workmen deployed by him for any loss or damage to the Corporation due to the acts / omissions of Contractor.

- All the bidders shall execute and submit Integrity Pact on stamp paper of ₹ 100/- as per Annexure II in this tender document. All the bidders shall submit an affidavit confirming that the contractor has not been blacklisted by any of the office of Corporation or any other establishment.
- The bidder 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 him. He should not be a party to any cartel at any time for processing any contract including the present Tender.
- The bidder shall submit only one tender either by himself or as a partner in joint venture or as a member of consortium. If a bidder or if any of the partners in a joint venture or any one of the members of the consortium participate in more than one bid, their Bids are liable to be rejected.
- 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 authorized to verify such books of account, registers, other documents and the data base in the custody of the Contractor in respect of services outsourced by the LIC of India. It shall be the duty of the Contractor to provide such documents / statements / information as may be required by IRDAI within such time as may be specified by 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 or Other Officer of the Contractor or agency where the services are outsourced by LIC of India.
- The Corporation reserves the right to call for any record or requirements from the Contractor at any time in response to any query from the Appropriate Authorities.
- The Bidder needs to submit a signed Bid Security Declaration stating that if the bidder withdraw or modify their bid during the period of validity etc., the bid submitted by him/her will be declared void and will be cancelled. Further the bidder will be suspended for the period of Six Months or as deemed fit by the competent authority for participating in any of the tendering /Bidding /Empanelment process initiated by the Western Zonal Office .

We accept all the above terms and conditions as set forth in all the Annexure Forms from A to G.

AUTHORISED SIGNATORY

NAME / DESIGNATIONS & SEAL OF THE FIRM/ CONTRACTOR/COMPANY

PART - E**SCOPE OF DELIVERABLES**

E.1 Rodent Management Services:

1. This service will be carried out for controlling rodent / rat problem inside as well as outside the premises and safeguarding the important files, papers, Boxes, carpets, electrical and Telephone wiring, wooden ceiling, paneling, cardboards, raw materials etc. from rodents-damage.
2. This service will be provided in the **Yogakshema building monthly**, including inside area including office cabins, rooms, toilets, corridors, falls ceilings, cable ducts, wash rooms etc. and outside the building premises.
3. The services will also to be provided to Guest Houses and residential staff quarters situated in Mumbai, **only on demand**.
4. The treatment will be carried out by:
 - a. Placing Rat traps, cages, Roda Boxes &
 - b. Placing a glue mat,
 - c. Placing ultra sound devices as may be required in multiple numbers on all floors especially in electrical and cable ducts &/or,
 - d. Doing permitted spray &/or putting herbal / chemical tablets etc. to keep rats and rodents away from building or force rats / rodents to move outside the building &
 - e. Use of rat guards.
 - f. Any other advance technique
 - g. Combinations of any of the above.
5. The chemicals used, should be odorless and should not be harmful to human health or other pets.
6. After completion of treatment the rodents and insects if found dead shall be removed by the contractors urgently.
7. As far as possible methods due to which rats/ rodents would die inside the building or the false ceiling should not be used.
8. Bidder should submit the Material Safety Data sheet for each chemical that would be used in the treatment.
9. Rat cages, Glue pads, ultrasound devices, permitted spray or herbal / chemical tablets may be used for in house treatment. For external premises baiting treatment may be used.
10. After completion of treatment the rodents and insects if found dead shall be removed by the contractors
11. Treatments for Rodents should be done throughout the year.

E.2 General Pest Control treatment:

- This service should be provided for controlling flies, silverfish, spiders, lizards, cockroaches, black ants, red ants & any other insects. The General Pest control treatment should cover all the places like space under the tables, chairs, almirahs, on and around the pile of files, wooden furniture, false ceiling, staircases, lift lobby, all toilets drain ducts, in stores and any hidden space under the furniture, pantry rooms in offices/ all parts of kitchens & all the rooms of the staff quarters ,Yogakshema Building and Guest Houses and no space should be left unattended.
- The pesticides, etc. used for pest control, should not be hazardous to health.

- The Service Providing Agency should provide free information for the prevention of infestation upon request by the LIC, at different locations in Mumbai and Mumbai Metropolitan Area.
- The Service Provider should arrange to provide the leaflets of Dos and Don'ts to the users for preventing pests/insects.
- Disinfestations Services: This service will be carried out for controlling all types of crawling insects such as cockroaches, silverfish, flies, red ants, black ants, spiders, lizards etc.

The Treatment will be carried out by:

1. Gel application
2. Spray
3. Traps
4. Any other advance techniques
5. Combination of any or all the above

The treatment is to be **provided Three times in a year (once in Four months)**. If the treatment is found ineffective it should be repeated immediately till the end user is satisfied and no additional payment will be made for these repeated treatments before next frequency is due. Bidder should submit the Material Safety Data sheet for each chemical that would be used in the treatment. The process should take care of complete eradication of Cockroaches, Mosquitoes, Flies, Lizards, etc through the use of permitted insecticides as per Government of India and WHO norms. The Pest control should cover all the places like space under the tables, chairs, almirahs, on and around the pile of files, wooden furniture, false ceiling, staircases, lift lobby, all toilets drain ducts, pantry rooms in offices/ kitchens of staff quarters, in stores and any hidden space under the furniture and no space should be left unattended. It is necessary to quote for the above treatments in each area, treatment wise separately. Agencies must ensure that the pest control once done should remain effective up to next treatment, failing which it shall have to be done again and this cost incurred will not be reimbursed. The pesticides, etc. used for pest control, should not be hazardous to health. General Disinfestations/Gutter chambers should be done by spraying chemicals or using Syringe injections. Gel & Spray treatments should be used for General and treatment of cockroaches once in four months.

E.3 Vector Control Service:

- This service will be carried out for controlling mosquitoes, flies and other flying insects.
- This will be provided by treating the breeding areas such as open drains, dustbins, garbage area, receiving area entry point's front and rear area of the plant under the bushes damp area along the walls, water tanks and potable water sources without contamination etc.
- This treatment will be carried out by outdoor spray, indoor spray and using larvicides & fogging treatment, **once in a month for Yogakshema Building**. For other residential areas it will be done only on demand.
- Pesticides/Insecticides which are to be used should be recommended by WHO and Central Insecticide Board.
- General Disinfestations/Gutter chambers should be done by spraying chemicals or using Syringe injections quarterly. If the treatment is found ineffective it should be repeated immediately till the end user is satisfied and no additional payment will be made for these repeated treatments before next frequency is due.

- Bidder should submit the Material Safety Data sheet for each chemical that would be used in the treatment.

E.4 Termite/ Wood borer/white ants Treatment:

- It is to be carried out for Yogakshema building thereafter any other building as may be instructed **by the LIC from time to time.**
- Frequency of treatment:
There should be one basic treatment with a guarantee of one year and thereafter quarterly visits should be done by the expert technicians and treatment may be repeated wherever necessary.
- Methods to be used - Spraying in premises (Office premises/ Guest House/ Staff Quarters/ Any other premises as instructed by LIC.
- Bidder should submit the Material Safety Data sheet for each chemical that would be used in the treatment.

E.5 Bed bugs Treatment:

- **It is to be given on demand.**
- Frequency of treatment:
One service cycle comprising of 2 fortnightly treatments in a span of 4 months. Treatment to be repeated if necessary.
- Spraying, steaming.
- Bidder should submit the Material Safety Data sheet for each chemical that would be used in the treatment.
- The pesticides, etc. used for treatment, should not be hazardous to health.
- Agencies must ensure that the treatment once done shall remain effective up to next pest control treatment, failing which it shall have to be done again and this cost incurred will not be reimbursed.

ANNEXURES

ANNEXURE I – TECHNICAL BID

(To be submitted in a sealed cover super scribed as “ **Technical Bid for Agencies for providing Pest Control Services at LIC, Yogakshema Building, Guest Houses and staff quarters of LIC Under its jurisdiction and located in Mumbai and Mumbai Metropolitan Area.**

WZO/OS/Pest Control Tender /2024-25 dated: 24.04.2024

- 1. Name of the Firm / Contractor / Company** :-
(Attach certificate of Registration)

- 2. Name of the Proprietor/ Director of the Firm / Contractor / Company** ;:-

- 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 :-

- 5. Banker of the Company Firm / Contractor/ Company** :-
Telephone Number of Banker :-
(Enclose certificate from Banker stating Date of opening of account, Average balance, OD Limit etc)

- 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**

Details of Demand Draft	Application Fee of Rs. 1000/-+ Rs.180.00 GST
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 Contractor in the field of Pest Control Services Give details of the existing clients at Mumbai :-

Sr.No.	Name of the Client	Specify whether Financial organization, Government /Public Sector undertaking / Private organizations	Since service provided when is	Area allotted for Pest Control services as per contract (sq feet)	Annual contractual amount of Pest Control services (In lacs)

(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 III with Technical Bid.

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

Sr.No.	Financial Year	Turnover(from Pest Control Business only)	Profit/ Loss
1	2020-21		
2	2021-22		
3	2022-23		

DECLARATION

- I, _____ Son / Daughter / Wife Of Shri. _____ Proprietor / Director /Authorized Signatory of the Firm/ Contractor/ Company mentioned above is competent to sign the declaration and Execute this Tender Document:
- I have carefully read and understood all the terms and conditions of the Tender and undertake to abide by these terms and conditions.
- 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: - _____ Signature of Authorized person
 Place: - _____ Full Name: - _____
 Seal:- _____

ANNEXURE II – PRE CONTRACT INTEGRITY PACT

General:

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on..... day of the month of2024. , between, on one hand, the Life Insurance Corporation of India (hereinafter referred to as “LIC”) a statutory Corporation established under section 3 of Life Insurance Corporation Act 1956 (XXXI of 1956) and having its corporate office at “Yogakshema” Jeevan Bima Marg Mumbai 400021. (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, organization 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 cartelization in the bidding process.

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

3.9 The BIDDER/Contractor will not commit any offence under the relevant India Penal Code (IPC) /Prevention of corruption (PC) act. Further, the bidder will not use improperly, for purposes of competition or personal gain, pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including

information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

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

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

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

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

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

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

4. Previous Transgression

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

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

5. Sanctions for Violations:

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

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

- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (v) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/recession and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vi) To debar the BIDDER from participating in the future bidding processes of LIC for a minimum period of five years which may be further extended at the discretion of the BUYER.
- (vii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (viii) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

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

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

6. Independent Monitors:

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

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

Shri Arun Chandra Verma, IPS (Retd.)
Flat No. C-1204,
C Tower, Amrapali, Platinum Complex,
Sector – 119, Noida (UP),

Email:- acverma1@gmail.com

Mobile No. (+91) 8130386387

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

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

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

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

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

The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, LIC and recues himself / herself from that case.

6.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

6.8 The Monitor will submit a written report to the Chairman, LIC within 8 to 10 weeks from the date of reference or intimation to him by the BUYER /BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

6.9 If the Monitor has reported to the Chairman, LIC, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman LIC has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

7. Facilitation of Investigation:



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

8. Law and Place of Jurisdiction:

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

9. Other Legal Actions:

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

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

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

10. Validity:

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

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

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

BUYER BIDDER :

Name of the Officer: CEO

Designation

Deptt./

Witness

1..... 1.....

2..... 2.....

(Note: Bidder/Seller/Service Provider Stores/equipment/item/service Bidding process/ bid evaluation/process of availing services

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

ANNEXURE III – EXISTING CLIENTS REFERENCE DETAILS

DETAILS OF EXISTING CLIENTS

Name and Address of the Company	Name, designation of contact person with telephone no. and e-mail ID	Date of award of Contract	Area allotted for Pest Control job	Number of workmen and supervisor deployed	Total Annual Contract Value (In lacs)

(Please give the above information separately on company's letter head and also attach letters from each of the above clients mentioning testimony of the work undertaken under Pest Control contract for their respective sites).

ANNEXURE IV – FINANCIAL BID

(To be submitted in a sealed cover super-scribed as “Financial Bid for Pest Control Services”).

WZO/OS/Pest Control Tender /2024-25

We have gone through the details of terms/conditions and nature of services to be provided. Accordingly, we submit herein below the financial bid

FINANCAL BID FOR PEST CONTROL SERVICES

A			
RODENT TREATMENT			
Sr No	Location	Nature of Treatment	Cost Per Square feet per visit Rates in INR
1	Yogakshema Building / Other LIC Offices		
2	Staff quarters / Guest Houses in Mumbai and Mumbai Metropolitan Area.		
	Total		
B			
Cockroaches & General Pest Control treatment			
Sr No	Location	Nature of Treatment	Cost Per Square feet per visit Rates in INR
1	Yogakshema Building, Mumbai and Mumbai Metropolitan Area.		
2	Staff quarters / Guest Houses in Mumbai and Mumbai Metropolitan Area.		
	Total		
C			
Wood Borers, White Ants, and Termites treatment			
Sr No	Location	Nature of Treatment	Cost Per Square feet per visit Rates in INR
1	Yogakshema Building, Mumbai and Mumbai Metropolitan Area.		
2	Staff quarters / Guest Houses in Mumbai and Mumbai Metropolitan Area.		
	Total		
D			
Bed Bugs treatment.			
Sr No	Location	Nature of Treatment	Cost Per Square feet per visit Rates in INR
1	Yogakshema Building, Mumbai and Mumbai Metropolitan Area.		
2	Staff quarters / Guest Houses in Mumbai and Mumbai Metropolitan Area.		
	Total		

E			
Vector Control Service			
Sr No		Nature of Treatment	Cost Per Square feet per visit Rates in INR
1	Yogakshema Building, Mumbai and Mumbai Metropolitan Area.		
2	Staff quarters / Guest Houses in Mumbai and Mumbai Metropolitan Area.		
	Total		

***Average Cost of Services: $(A+B+C+D+E)/5 =$**

** L1 will be decided on the basis of Average Cost of Services $(A+B+C+D+E)/5$ as detailed above*

Declaration by the Bidder:

We have read the above mentioned Terms and Conditions and the said conditions are acceptable to us.

Sign & Seal of the Bidder.

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

1. Application of Technical Bid and Declaration
2. Attested copy of Firm/ Contractor /Company Registration
3. Attested copy of PAN/ GIR Number
4. Attested Copy of last 3 years IT Returns filed by Firm /Company (FY 2020-21, 2021-22 & 2022-23)
5. Attested copy GST registration
6. Attested copy of PF Registration letter / Certificate
7. Attested copy of ESI Registration letter / Certificate
8. Certified Document in support of entries in column of Technical Bid Application
Certified copy of Profit and Loss Accounts (FY 2020-21, 2021-22 & 2022-23)
9. Copy of the terms and conditions in tender document with each page duly signed (with seal) by the Authorized signatory of the Firm / Contractor/ Company in token of their acceptance.
10. Separate sheet in reply to question no. 11 of Technical Bid in the given format with additional details about contact person/s.
11. Integrity Pact as per format provided in **Annexure – II**
12. Affidavit on stamp paper of appropriate value confirming that the agency / contractor has not been blacklisted by any of the office of Corporation and no child labour has been engaged by the Agency/ Contractor.

End of Document