



OS Department, Divisional Office,
2nd floor, 'JeevanPrakash', GadkariChowk,
Old Agra Road, Nashik-422002.
Tel:(0253)2225959 e-mai id: os.nashik@licindia.com

Ref: OS/Canteen

Date: 23/01/2025

TENDER FOR CANTEEN SERVICES CONTRACT FOR NAHIK DIVISION TENDER NO. 63

Life Insurance Corporation of India, Nashik Divisional Office (hereinafter referred to as the "CORPORATION") invites Tender from established, reputable and experienced Caterers having sufficient experience of running and maintaining a Canteen at PSUs, Bank or large Organization / Companies for maintaining Canteen at LIC of India, Nashik Divisional Office, Jeevan Prakash, Gadkari Chowk, Nashik.

Cost of Tender Document	₹. 250 +GST = 295/- (Non-Refundable) in the form of Demand Draft or by Cash during Cash Hours (i.e. 10.15 am to 04.30 pm from Monday to Friday excluding Saturdays, Sundays and Holidays.
Earnest Money Deposit	₹. 10,000/-. But in lieu of it the agency has to submit "Bid Security declaration" as a separate Annexure No. VII on its own letter head. (Which is must otherwise the tender will be liable to be rejected.) it will refund after completion of Tender process without interest.
Time, Date and Place of Sale of Tender Document	Details of Bid and prescribed Tender forms can be downloaded from our website www.licindia.co.in OR can be collected from OS Department LIC Nashik DO from 27.01.2025 to 10.02.2025 from 10.15 am to 04.30 pm from Monday to Friday excluding Saturdays, Sundays and Holidays.
Last Date, Time and Place for Receipt and Submission of Tender Documents	Date:11.02.2025 up to 4.30 pm Place: OS Deptt., JeevanPrakash,, GadkariChowk, Nashik – 422 002 Tel. No. – 0253 –2225959
Pre-Bid Meeting with Bidders / Tenderers	Date: 04.02.2025 at 11.00 am Place: LIC of India, Nashik Divisional Office, Jeevan Prakash, Gadkari Chowk, Nashik – 422 002 Phone No. – 0253 – 2225959
Technical Bid Opening of Tender	Date 12.02.2025 at 3.30pm if not informed otherwise. On abovementioned address in the presence of Authorized Representative (Only One Each) of Participating Bidder / Vendor. (Without Authorization letter request on letter head of the vendor and identity proof representative will not be allowed).

If Government declares Public Holiday on 04.02.2025 the Pre-Bid Meeting Date will be shifted to the immediate **Next Working Day (05.02.2025)**. The Time and Place remains the same.





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Tender Documents must be submitted with the receipt of Tender fee. If tender fee is not paid at LIC cash counter, then it must be paid through separate Demand Draft (No Cheque) favoring "Life Insurance Corporation of India" Payable at Nashik along with the Technical Bid.

The Tenders received after the last date and time of submission are liable for rejection.

The Corporation reserves the right to accept or reject any or all the Tenders without assigning any reasons whatsoever thereof.

The Contractor should read and understand the Terms and Conditions of the Contract / Tender before applying and submit it duly signed with Seal by Authorised Person.

The Terms and Conditions of the Tender are as per **Annexure – I**.

Sr. Divisional Manager



TECHNICAL BID (COVER – 1)

ANNEXURE – I

NOTICE INVITING TENDER

Life Insurance of India, Nashik Divisional Office ("The CORPORATION") invites Sealed Tenders from Registered / Licensed, Reputed and Experienced Caterers for running and maintaining Canteen at Life Insurance Corporation of India, Nashik Divisional Office, Jeevan Prakash, Gadkari Chowk, Nashik – 422 002.

I. Tender should be addressed to:

Sr. Divisional Manager, Life Insurance Corporation of India, Nashik Divisional Office, Jeevan Prakash, Gadkari Chowk, Nashik – 422 002.

II. The cost of the Tender Form is ₹. 250+ GST = ₹.295/- by paying Cash at Divisional Office Cash Counter of Nashik Divisional Office during Cash Hours (i.e. from 10.15 am to 04.30 pm from Monday to Thursday and Friday from 10.15 am to 04.45 pm excluding Saturdays, Sundays and Holidays). The Tender Form may be obtained from Nashik Divisional Office at above mentioned address from 27.01.2025 to 10.02.2025 on all working days from 10.15am am to 04.30 pm (Last date of submission is 11.02.2025 up to 04.30.pm only) from Monday to Friday excluding Saturdays, Sunday and Holidays.

III. The Tender shall be submitted in two parts viz. Part – I (Technical Bid) D.D for EMD ₹.10000/- Should be included in technical bid and Part – II Financial (Financial Bid) in two separate Sealed Covers and put in a Master Sealed Envelope super scribed with the words "Tender for Life Insurance Corporation of India, Nashik DO, Canteen Catering Contract2025" duly addressed to the Sr. Divisional Manager and dropped in the Tender Box placed in the above mentioned address on or before the last date and time mentioned as above. For further details, Tenderers may contact Telephone No. 0253 - 2225959.

The Bid shall be valid for at least 90 days from the last date of submission of the Tender. CORPORATION reserves the right in this regard if process is extended.



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IV. The last date and time of receipt of Tender is 11.02.2025 up to 4.30 pm. The -Tender received after 4.30 pm on 11.02.2025 both personally or by post will not be entertained and shall be rejected forthwith. Decision of the CORPORATION in this regard shall be final, conclusive and binding on the Tendere ₹. The CORPORATION takes no responsibility of postal or any other delay or any reason whatsoever.

Cover – I

This Cover forming Part – I of the Tender should be super scribed with the words "Tender for Life Insurance Corporation of India, Nashik DO, and Canteen Catering Contract2025 – Technical Bid", containing following Certificates / Information Documents.

Eligibility Criteria & Technical Information (Self-Attested Documents to be submitted on own letter head only)

Self-Attested Copies of:

1. Name of the Establishment & Year of Establishment of Firm/Company (copy of Certificate to be enclosed).
2. Address, Telephone No., e-Mail ID, Fax No. of Office.
3. Status whether Proprietary / Partnership Firm / Private Limited Co. / Public Limited Co. (Copy of Partnership Deed / MOA as the case may be to be submitted. Name of the Proprietors / Directors / Partners (as the case may be).
4. Name, Designation and Phone No. of Persons Authorized to sign the Documents on behalf of the Company / Firm / Proprietary Concern (Authorization Certificate to be enclosed)
5. Banking Details: Cancelled Cheque showing Account No., Type of Account, IFSC Code, MICR Code, Bank Name, Bank Branch Name, Address of Bank etc.
6. PAN No. (Copy of PAN Card to be submitted) and GST Details (Copy to be submitted)



7. The Contractor should provide details of his past as well as current performance as per the table mentioned below along with latest letter of such appointment. **Certificate of work experience (Minimum three Years' Experience is must in Catering Food as on 31.12.2024).** List of Establishment where Canteens are currently being run with Date of Contract and Number of Lunches / Dinners served Per Day.

Name of Company / Establishment	Name of Contact Person with Telephone No.	Number of employees in the Organization	Duration of Contract and Year

8. **Copy of Registration / License under Shop and Establishment Act, 1948 (should be Valid / Renewed as on Date of Tender Submission/Acceptance/Starting of Work)**
9. The Bidder / Tenderer should have rendered similar satisfactory services of providing Catering Food in any one of the last three Financial Year to **At least ONE** Public Sector Insurance Company / Public Sector Bank / Central or State Government Undertaking / Autonomous Institute of Repute / Large Organisation / Large Companies. **Attach Certificate of Experience and Satisfactory Completion of Work Awarded from concerned Establishment / Companies.**
10. Copy of Registration / License under Food and Drug Administration, Maharashtra State (Form C), **only payment will not be accepted.**
11. Copy of ESI and EPF Registration Certificate.
12. Copy of GST Allotment Letter.
13. Copy of the IT Returns filed for the Last Three Assessment Year.
14. Compliance with Provisions of Child Labour Act.



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15. **The Bidder / Tenderer should have average Minimum Annual Turn-Over or ₹. 5 Lakhs for the Last Three Financial Years/ for any one of the Last Three Financial Years i.e.2021-22, 2022-23, 2023-24. Attach Certificate from Chartered Accountant in this regard.**
16. Copy of Goods & Services Tax Registration Certificate.
17. Declaration on Letter Head of the Tenderer that it has never been involved in any Illegal / Criminal Activity or Financial Frauds.
18. Declaration on Letter Head of the Tenderer, that its contract in the past was not Terminated during the Contract Period for any unsatisfactory performance. Nor the Contractor refused to continue the Catering Services for the CORPORATION / Company after the Contract was awarded by the CORPORATION / Company in the past.
19. Undertaking by the Tenderer to obtain Workmen's Compensation Policy for his Employees within a week. Copy of the Policy to be submitted to the CORPORATION, of allotted the Contract within 15 days of starting of the Canteen.
20. **All the Pages of the Tender Document have to be duly signed and sealed by the Authorized Personal of Tenderer otherwise the Tender will be liable to be rejected.**

Note: Documents mentioned above to be submitted in the same serial order in which they are appearing.

It may be noted that Tenders not accompanied by any one or all of the above Documents will be liable for rejection forthwith and no Incomplete or Additional Document will be accepted after the Last Date of Submission of Tender. Inspection / Visit of Places of only those Contractors who are found prima-facie eligible on the basis of Documents / Information submitted will be carried out at the discretion of the CORPORATION.

Cover – II

This Cover forming Part II of the Tender should be super scribed with the words "Tender for the Life Insurance Corporation of India, Canteen Catering Contract 2025 Financial Bid".





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Rates for lunch, snacks, tea and coffee to be served are to be indicated in the format as given in **Annexure IV**. This cover will be opened subsequently after short listing the Tenderers based on **Technical Bids**.

Notes:

1. The Financial Bids of only those Tenderers, short-listed on the basis of their Technical Bid being found in order will be opened.
2. The **CORPORATION** shall have the sole right to decide to exclude any of the participating Tenderers on the basis of Technical Qualifications, without entertaining any correspondence or queries or giving explanation to any of the participants, or any other parties in respect of the Tendering process and also to exclude them on the basis so decided by **CORPORATION** to participate in the Financial Bid.
3. The Financial Bid of technically qualified Tenderers will be opened at above mentioned address in the presence of Tenderers, or their one (only) Authorised Representative, on a date to be decided later.
4. It is reiterated that the **CORPORATION** reserves the right to accept or reject the Bids without assigning any reason whatsoever and that the **CORPORATION** is not bound to accept any or all Tenders which it may receive as the **CORPORATION** may decide not to avail of any services from any Tenderer as a consequence of this Tender. The **CORPORATION** also reserves the right to re-issue / recommence the entire Tender process and the Tenderer and / or other Vendors have no right to object. Any decision of the **CORPORATION** in this regard shall be final, conclusive and binding on all the Tenderes.
5. Conditional Offer / Tender shall not be considered and shall be liable for rejection. Before quoting the rates, the Tenderer may see the working site / condition or seek any clarification in the matter from the **CORPORATION** during Pre-Bid Meeting. Any complaint / clarification after submission of Bid will not be entertained.
6. The successful Tenderer shall have to sign and execute on his own cost an Agreement with Corporation on Stamp Paper of ₹. 500/- and duly notarized (as per specifications given by **CORPORATION** to the Tenderer to whom the Contract is awarded) the Terms and Conditions as set forth in **Annexure – II and III** for this Catering Contract.





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7. "Any billing linked to "Life Insurance CORPORATION of India" Assets and / or Revenue will disqualify the Bidder".
8. The successful Tenderer hereby must agree to pay / Give Bank Guarantee in our prescribed format for ₹.100000/- (One Lac Only) as a security deposit in case contract is awarded. **Total Security Deposit of ₹.1,00,000/-** without interest will be returned to the Contractor at the end of the period of Agreement after satisfactorily establishing that no loss / liability / damage / any other amount owed to the CORPORATION or otherwise is outstanding for adjustment. Any damage charges will be deducted from the Security Deposit before refund. The decision of the CORPORATION in this regard shall be final, conclusive and binding. The Security Deposit paid in the form of DD / Pay Order shall not earn any interest.

The Tenderers may verify that all the Annexures which form part of this Tender Document have been read and understood by them and the process is duly followed as mentioned in this Tender Document. Annexures forming part of this Tender are as follows:

- Annexure I - Instructions and essential documents (Self Attested)
 - Annexure II - Terms and Conditions of the Tender and the Catering Contract.
 - Annexure III- Technical Bid format
 - Annexure IV -Financial Bid format (Page 24 – 27)
 - Annexure V- Permissible Brands of Consumables
 - Annexure VI - Letter to be submitted by Tenderer on his Letter Head
 - Annexure VII - "Bid Security declaration"
 - Annexure VIII - Pre contract Integrity Pact.
- Declaration regarding non employment of under-age employee.



ANNEXURE – II

Terms and Conditions of the Tender and the Catering Contract

1. The CORPORATION reserves the right to amend / modify the Tender Document including the Annexures or to issue any corrigendum to the Tender process.
2. The Tender shall bear all costs associated with the preparation and submission of its Tender and the CORPORATION shall in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the Tendering process including cancellation or abandonment of the Tendering process.
3. **The Tenderer shall quote the rates in the formant as indicated in the Financial Bid (Annexure – IV) inclusive of all applicable taxes (Goods and Service Tax).** Applicable Taxes will be deducted at source at the time of payment of bills unless the Tenderer produces the Certificate to the contrary from the Income Tax Authorities.
4. **No revision in quotes will be allowed after submission of Financial Bid.** TDS Certificate will be issued by the CORPORATION as per Rules of Income Tax Act.
5. (a) The successful Tenderer / Caterer will have to start working within **10 days** from the date of work order issued. The failure, delay or evasion on the part of the successful Tenderer / Caterer to commence the services within the period mentioned above may result in termination of the Contract and Forfeiture of the EMD at the sole discretion of the CORPORATION.
- (b) The CORPORATION reserves the right to terminate the contract by giving written notice of one month without assigning any reasons thereof. The Tenderer / Contractor may terminate the Contract by giving three-month prior written notice in case it decides to stop the services. Failure to do so will result in forfeiture of Security Deposit of ₹. 1,00,000/- each kept with the CORPORATION.
6. (a) **Space for Cooking, Water, electricity, canteen Space shall be provided by the CORPORATION and the same shall be used appropriately by Contractor. The Contractor will take over all the items of stock (both fixed and movable) under acknowledgement from canteen and he shall be responsible for**

their safe maintenance and return on completion of Contractor. Any loss or damage to the items will be made good by the Contractor as decided by the CORPORATION based on their value. During Contract period, any missing items or broken items due to negligence / mishandling of the Contractor's employee shall be replaced immediately at the Contractor's cost.

- (b) The Contractor is entitled only for "use of premises", equipments provided by the CORPORATION. As a licensee for providing canteen services to the Contractor as per contract and does not in any way, under any circumstances, acquire any other rights, liens or privileges on the said premises and equipments provided by the CORPORATION in any form whatsoever.
7. (a) The Canteen shall function between **09.00 am and 06.30pm** or as may be instructed by Authorities on all working days (except Saturdays, Sundays and Government Holidays) at Nashik Divisional Office. However, contractor will have to make services available for any holidays as per administrative requirement of office.
- (b) **Lunch / Tea / Snacks orders shall be served immediately on the table of employees (within 5 minutes of placing the order). Sandwiches, biscuits, Bread, Butter, Cold Drinks / Juice, Egg Omelet should be always available.**
- (c) Biscuits, Soft Drinks should be available at MRP without any services charges. Provide list of bakery items with price and quantity intended for sale at our Canteen.
- (d) **Minimum three (3) snacks items to be served on daily basis along with other items marked "Daily" in the list as per demand.**
- (e) The Contractor will be liable for penalty for its inability to serve lunch and / or breakfast and / or snacks / tea or any working day unless the reasons are beyond his control to the satisfaction of Authorities from CORPORATION. The amount of penalty ₹.500/- per day would be on each occasion and shall be final, conclusive and binding.
- (f) **The Contractor shall hire required manpower at the cost of the Contractor for the purpose of assisting the Contractor in running the Staff Canteen. The Contractor shall at the Contractor's own cost provide to such manpower so appointed with proper uniform, badges / ID Cards etc. He shall be responsible for proper and polite behavior of Contractor himself and of his manpower towards Executive / Employees etc. of CORPORATION.**



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8. The canteen premises, dining rooms, kitchen and all other associated plant, machinery, apparatus, storages etc. must be kept clean and in hygienic condition. The security of such things shall be the sole responsibility of the contractor. The staff of the canteen must dress neatly and maintain personal cleanliness and good health, free from diseases. It is the responsibility of the Caterer to get the utensils cleaned and sterilized before use. Any disregard to these will attract penalty as decided by the Contractor on the merit of the case.
9. The items, as in Annexure – IV will be prepared by the contractor. The quantity of food items to be served should be as indicated in the same. The Contractor should provide variety in taste by changing the vegetable, spices frequently.
10. The Contractor shall abide by the Rules and Regulations in respect of health, sanitization and security matter. He shall employ only healthy workers in the canteen free from any communicable disease. Any person found to be unfit or unsuitable shall have to be removed by the contractor from the services and suitable replacement shall have to be arranged forthwith. Employing Child Labour in the Canteen is strictly forbidden and violation would attract penal provisions of the law. Any action or Penalty by any Statutory Authority will be the sole responsibility of the Contractor and CORPORATION will not be responsible or liable for any such acts or penalties by any such Statutory Authorities.

The Contractor shall ensure that Police Verification of all his Employees / Workers as been done and details along with the copy of Police Verification are handed over to CORPORATION.

11. (a) The Agreement which would be entered into on acceptance of the Tender shall be 'terminable for non-adherence of any of the conditions stipulated therein and also for reasons of misconduct and unsatisfactory running of the **Canteen** after issuing one month's notice to the contractor'. If the contract is terminated at Tenderer's instance during the period of Agreement, the Security Deposit provided by the Caterer will be forfeited.
- (b) The food shall neither be too spicy nor too oily. The food preparation shall be wholesome and shall generally cater to the taste of employees.



- (c) The food shall be cooked and served in clean utensils and no laxity shall be permitted in this regard. The utensils shall have to be maintained sparkling clean at all time.
- (d) The Contractor shall ensure that only hot and fresh food is served to the employees. Complaint, if any, in this regard shall be dealt with severely, which may include termination of Contract.
12. There will be strict quality control of food. The prohibited items like baking soda, chemical colour, adulterated oils, should not be used. The Brands of raw material stated in the Annexure – V should only be used for preparation of food. The food supplied should be wholesome, delicious and qualitatively good and should be in conformity in taste with popular hotels. For any breach / irregularity in taste / services, the services may be stopped or liable for termination of Contract. The Contractor shall do the disposal of leftover foods and other garbage on daily basis at regular intervals to the satisfaction of the CORPORATION.
13. The CORPORATION shall stand absolved of any responsibility or liability attached to in respect of the workers engaged by the Contractor. All wages etc. for the workers should be properly disbursed by him. The CORPORATION shall not in any way be liable or responsible for any act of omissions or commissions by him in this regard.
14. The Contractor shall register with Registrar of the concerned State Government of India (Ministry of Labour) / Rules and Regulations and all other Statutory Acts / Regulations and Rules relevant to this Contract like ESI, EPF, Workmen's Compensation, Minimum Wages and all other Labour Laws etc. applicable from time to time for running a Canteen including the Provision relating to various taxes and shall absolve the CORPORATION from m the Provisions of the said Act as the CORPORATION shall not be responsible in any way and shall have right of indemnification against the Caterer (where any damages are incurred by the CORPORATION) for any breach by the Caterer of the Rules and Regulations laid down by the Government, Statutory Authorities and other Government Bodies from time to time, Governing the running of such Establishment.
15. The Contractor shall replace or arrange for payment of the costs of furniture, fixture, gas cylinders' kitchen equipment, catering materials etc. in case of theft, loss and damage at the prevailing market price. Inventory may be reviewed by the Committee or any Authorised Official on duty Authorised by Sr. Divisional Manager, LIC of India, Nashik DO on monthly basis.

16. The Contractor should acquire Licences to run the Canteen from under Shop and Establishment Act, 1948 and License under food and Drug Administration, Maharashtra State (form C). Only receipt of payment for renewal or fresh will not be accepted, please note.
17. The Contractor shall execute an Agreement on Stamp Paper of ₹. 500/- at his cost, stipulating all the Terms and Conditions contained herein for running the Canteen.
18. (a) The Contractor will abide by any fresh stipulation or alternations put forth by the CORPORATION with advance intimation.
(b) The Contractor shall also not use or allow to be used any facility, appliances, equipment provided by the CORPORATION to him for any purpose other than providing canteen services as per the CORPORATION requirement.
(c) The Contractor shall maintain a Register showing Name and address of the persons engaged alongwith Photographs of each person and shall produce the same for Inspection on demand by Sr. Divisional Manager or such other person/s so Authorised by the CORPORATION.
(d) Contractor shall work under the supervision of Office Services (O.S.) Department of Nashik Divisional Office of CORPORATION and such other person/s so Authorised by the CORPORATION and also as nominated from time to time.
19. The Contractor will be responsible for Workman's Compensation, PF Contribution etc. arising out of Contract for running the Canteen as per the Workman's Compensation Act / PF Act and ESI Act and will produce Insurance Policy as per W.C. Act.
20. Any change in the Working Staff must be intimated to the Canteen Committee and to OS Department. No staff of Canteen Contractor will be allowed to stay in the premises after closing hours of Canteen under any circumstances.
21. The Contractor and his employee will not be absorbed in any manner whatsoever on the establishment of the Life Insurance CORPORATION of India.
22. The Contractor shall attend the Canteen Committee Meeting whenever instructed to do so.

23. Members of the Canteen Committee or any other Representative / Official nominated by the Sr. Divisional Manager will conduct surprise check to ensure compliance of all stipulation put forth. The Contractor must co-operate with the Member / Representative in this regard.
24. Contractor's track record should be clear. There should be no involvement in illegal activities or financial fraud or criminal cases by it or any of its employee or worker.
25. (a) If the menu card is not adhered to strictly; penalty will be imposed by the CORPORATION as deemed appropriate. Any other changes if required, according to the staff suggestion will have to be entertained if ordered by the CORPORATION.
(b) Complaint Box / Register to be maintained and reviewed every month. Contractor should respond to complaints and should be willing to make improvement.
26. The display of the menu in the canteen on day prior is a must. The chart showing the entire week's preparations is to be made available in the canteen register duly signed by the Committee Members every week.
27. The Contractor shall indemnify and keep indemnified, defend and hold good the CORPORATION, its Officers, Directors, employees and Agents against loss, damages or claims arising out of any violations of applicable laws, regulations, guidelines during the contract period and for the breach committed by the Contractor or their services personnel on account of misconduct, omission and negligence by the Contractor or his service personnel.
28. The Contractor shall maintain and provide all necessary documentation, register and records in connection with the performance of catering services and other related documents including for complying with any statutory requirements and provision of applicable laws.
29. The Contractor shall take all precautionary measures to ensure the safety of the workmen employed by it and the CORPORATION will not be responsible for any compensation in case of any eventuality.
30. In the case of any labour problems related to the workmen staff of the contractor deployed in the CORPORATION, the same shall be settled at the Contractor's end



only. The contractor shall indemnify the CORPORATION suitably. It shall be the duty of the Contractor to clearly inform his own personnel / staff that they shall have no claim whatsoever against the CORPORATION and they shall not raise any industrial dispute, either directly and / or indirectly, with or against the CORPORATION in respect of any of their service conditions or otherwise.

31. The Contractor shall not employ the services of any Sub-Contractor / Sub-Caterer directly or indirectly for the purposes of catering services pursuant to this Contract.

32. The Contract shall ensure:

- (a) that all instructions, guidelines and specifications issued to the Contractor by the CORPORATION are clearly and effectively communicated by the Contractor to its employees and personnel.
- (b) that all instructions, guidelines and specification are strictly adhered to by the contractor himself, employees and personnel of the Contractor so that reputation of the CORPORATION is not damaged.
- (c) that no action taken by the Contractor and / or its employees and personnel shall violate any laws or regulations.
- (d) Canvassing in any form will be disqualification for which the Tender can be rejected without assigning any reason.
- (e) The CORPORATION is not bound to accept the lowest tender and reserves the right to reject any or every tender without assigning any reason whatsoever and / or to carry out negotiations with the tenderers in the manner considered suitable by the CORPORATION.
- (f) The Contractor will be responsible for theft / pilferage connected with the Canteen and shall adequately compensate the CORPORATION in such cases.
- (g) In case of breach of contract on any count, CORPORATION will have liberty to deduct the amount / penalty from the Security Deposit or payment due or from both.

- (h) Responsible person shall always be present at all reasonable times, designated as Manager, to be informed to CORPORATION in advance with due identification, who will for all purposes represent the Contractor and the instructions issued to such representative Manager will be deemed to have been issued to the Contractor and written communication handed over to the said Manager shall be deemed to have been given to the Contractor.
33. CORPORATION has the right to reserve or withhold part or full, amount of the bill in event of poor quality of items served.
34. **The successful contractor must not allow any outsider to eat in the canteen, even at an increased rate.**
35. No employee of the contractor will be allowed to stay in the premises while on duty or otherwise after close of canteen hours and / or close of office hours.
36. The Contractor shall appoint a qualified and experienced supervisor round the clock to supervise preparation and service of food, maintenance of cleanliness and hygienic standards throughout the working hours of the CORPORATION.
- a. A Committee of LIC Official/s may visit the current site of the short listed Tenderers after technical assessment. Subsequent, the Committee will rate these short listed Tenderer. The Tenderer should co-operate during the visit.
- b. The successful Tenderer will start work with in 10 days from the date of the Work Order issued.
- c. As per Law, deployment of **Child Labour** is not permitted. Declaration regarding non-employment of under-age employees (on letter head of Hotel / Firm) as per enclosed format.

d. Selection of successful Bidder:

After short listing of Bidders in Technical scrutiny and visit to their premises, the price bids will be opened. The L1 Bidder will be arrived on the basis of price quoted for Lunch only. However, if such L1 Bidder is not lowest in the other items, he / she will have to agree for average rate quoted by all Bidders rounded to full ₹. for each item separately and it will be binding on him. Where the L1 bidder has quoted lower than average rate for items other than lunch, then such lower rate will have to agree by the L1 bidder.



37. The written offer of Contract issued to the successful Tenderer / Caterer shall be accepted by the Tenderer / Caterer in writing within 7 Days from the date of **issue** of the Offer Letter. Failure to accept the Offer within this period may result in rejection without any notice. Quotations with huge disparity in quoted rates other than lunch may be rejected. Rights are reserved with Sr. Divisional Manager in this regard.

For Example: Contractor "X" is L1 in Lunch Rate, but he may or may not be L1 in other items viz. Breakfast and snacks items.

Fig. in ₹.

Item	Contractor "X"	Contractor "Y"	Contractor "Z"	Remark Contractor "X" will agree for
Situation 1	10	11	12	Rate ₹. 10/- (as quoted by him)
Situation 2	11	10	13	Average = $34/3 = 11.33$ (Round off to ₹. 11/-)
Situation 3	13	12	11	Average $36/3 = ₹. 12/-$

Payment method to Successful Tenderer

Breakfast, Lunch, Snacks and other items will be purchase directly on cash basis by Employees or on Monthly Basis by Employees directly to Contractor.

38. Arbitration in Case of Dispute

- In the event of any question, dispute or difference arising under this Agreement or in connection therewith, whether before or after the determination, abandonment or breach of the contract, except any matter under dispute the same shall be referred to sole Arbitration of Sr. Divisional Manager, LIC of India, Nashik Divisional Office, Nashik by either party within 15 days of the failure of negotiation.
- The Agreement to appoint an Arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996 or any statutory modification or reenactment thereof. There will no objection to any such appointment that the Arbitrator is Government Servant or that he has to deal with the matter to which the Agreement relates or that in



the course of his duties as Government Servant he has expressed views on all or any of the matter under dispute. The award of the Arbitrator shall be final and binding on the parties. In the event of such Arbitrator to whom the matter is originally referred, being transferred or vacating his Office or being unable to act for any reasons whosoever such Sr. Divisional Manager or the said Officer shall appoint another to act as Arbitrator in accordance with Terms of the Agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

- c. The Arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award. Subject to aforesaid, Arbitration and Conciliation Act, 1996 and the Rules made there under, any modification thereof from the time being in force shall be deemed to apply to the Arbitration Proceeding under this Clause.
- d. The venue of the Arbitration Proceeding shall be the Office of the Sr. Divisional Manager, LIC of India, Nashik DO or such other places as the Arbitrator may decide.
- e. The Contractor of the Arbitration not be entitled to suspend the Provision of the Catering Services, pending resolution of any dispute and shall continue to render the notwithstanding the existence of any dispute between the Contractor and the Company or the subsistence of any arbitration or other proceedings.

39. FORCE MAJEURE:

If any time, during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or Act of God (Herein after referred to as events) provided, notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall be reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such no -performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the purchase as to whether the deliveries have been so resumed or not shall be final and conclusive, provided further that if the performance, in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days wither party may, at his option terminate the contract.



40. The contract shall be governed by and construed in accordance with the laws of India and the Courts in Nashik shall have the exclusive jurisdiction to try any suit, proceedings in connection therewith / in that behalf.

41. **Renewal of Contract:** The contract will be valid for the period of 3 years. The initial period of contract is for one year and can be renewable if both parties agree for the same. The rates quoted are applicable for one year and will be reviewed at renewal only.

First Renewal: The rates will be negotiated with Contractor with due weight age to increase / decrease in Consumer Price Index (CPI) for food and vegetables and accordingly increase / decrease will be applicable effective for next year. However, such increase / decrease will not exceed more than 10% of the rates applicable in the first year of contract.

Second Renewal: The same provision as stated above will be applicable. However, the increase / decrease will not exceed more than 10% on rates decided as above from 2nd year.

42. **For cancellation of the contract, 3 Months' Notice Period from Contractor is essential. Failure to do so will lead to forfeiture of Security Deposit. However, if the CORPORATION desires to cancel the Contract one month's notice will be served on the Contractor.**

43. Following certificate is to be given on the letter head of the vendor along with technical bid

I / We have read the Terms and Conditions and are acceptable to me / us.

Signature of the authorized person _____

Name of the Signatory (_____) (in block capital letters)

Date: _____

Address of the Tenderer: _____

Telephone No./s _____

Tenderer's Seal

(Handwritten signatures)



ANNEXURE III

TECHNICAL BID FORMAT

The canteen area is on Ground Floor of Nashik Divisional Office Building, which may or may not be shifted as per CORPORATION'S requirement.

	Confirmation by Contractor
Sufficient Staff from Ground to 2 nd Floor	Yes / No

List of Documents to be attached with the Tender:

Name of the Establishment / Company		Confirmation by Tenderer
Status whether Proprietary / Partnership Form / Pvt. Ltd. Co. / PUB Ltd. Co. (Copy of Partnership Deed / MOA as the case may be to be submitted)		Yes / No
Address, Tel. No., e-Mail ID, Mobile No. and Name of the Contact Person		Yes / No
Self-Attested Copies of		
1	Year of Establishment / company (Copy of Certificate to be enclosed)	Yes / No
2	Address / Tel. No. / e-Mail ID / Fax No. of Office	Yes / No
3	Name of the Proprietor / Directors / Partners as the case may be	Yes / No
4	Name / Designation and Phone No. of person authorized to sign the Documents on behalf of the Company / firm / Proprietary concern (Authorisation Certificate to be enclosed)	Yes / No
5	Banking Details	Yes / No
6	PAN No. (Copy of PAN Card to be submitted)	Yes / No

Technical Information

Certificate of Work Experience. List of Establishments (at least one PSU, Govt. Bodies / Large Companies / Large Organisations) where canteen is currently being run with date of contract and number of lunches served per day.	Yes / No
Details of past as well as current performance as per the table provided along with latest letter of such appointments	Yes / No
Copy of Registration / License under Shop and Establishment Act, 1948	Yes / No

Copy of Registration / License under Food and Drug Administration, Maharashtra State (Form C)	Yes / No
Copy of ESI and EPF Registration Certificates	Yes / No
Copy of GST Registration Certificate if registred.	Yes / No
Copy of the IT Returns filed for the last three Assessment Years	Yes / No
The Tenderer should have minimum Annual Turnover of ₹. 5 Lakhs every year for the last Three Financial Year i.e. ----- Attach Certificate from Chartered Accountant in this regard	Yes / No
Declaration of Letter Head of the Tenderer(s) that it has never been involved in any illegal / criminal activity or financial fraud	Yes / No
Compliance with Provisions of Child Labour Act.	Yes / No
Declaration on Letter Head of the Tenderer that its contract in the past was not terminated during the contract period for any unsatisfactory performance. Nor the Contractor refused to continue the catering service for the Company / Company after the contract was awarded by the Company / Company in the past	Yes / No
Undertaking by the contractor to obtain Workmen's Compensation Policy for his employees within a week. Copy of the Policy to be submitted to the Company	Yes / No

Name of Signatory & Seal

Designation

Date:

Place:



DECLARATION

1. I, _____ Son / Daughter / Wife of
Shri _____ Proprietor / Director /
Authorized Signatory of the Company / Partnership Firm mentioned above, is competent to
sign this 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 them.
3. I / We agree that the decision of the CORPORATION in selection of the Agency will be final
and binding on me / us.
4. The information / documents furnished along with the application are true and authentic to
the best of my knowledge and belied. 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.
5. I / We agree that I / We have no objection if enquiries are made about the work performance
with clients mentioned in Annexure.
6. I hereby declare that I have not been blacklisted by any Govt. Department and that no
Criminal Case / Complaint is pending against us.

Signature of Authorized Person

Full Name

Date:

Place:

Seal



FINANCIAL BID

(COVER – II)



ANNEXURE – IV

FINANCIAL BID FORMAT

(MUST BE SUBMITTED ON A LETTER HEAD OF THE VENDOR)

The Bidders should quote rates inclusive of all applicable taxes as under

Rates should be quoted in (Quoted Rates Column) full rupees only and should not be in fraction.

The Rates offered by Tenderers in the Financial Bid must take into consideration that space, furniture and fixture, electricity, water etc. are provided by the CORPORATION free of cost.

Sr. No.	Name of Item	Quantity	Quoted Rates
1	Lunch (Rice – 250 gms, 2 Chappati / 4 Puris / Dal, Dry Veg., Gravy Veg., Curd, Papad, Pickle)	One	
2	Conference / Workshop Package: (a) Morning Brakfast (Poha / Upma / SabudanaKhichadi / Samosa / Sandwitch) with Special Tea / Coffee, (b) Special Tea at 11.00 am to be served in Conference / Workshop (c) Lunch: Chapati, Dal, Rice / Pulav, Dry Veg., Gravy Veg., Papad, Pickle, One Sweet, (d) Special Tea / Coffee with Biscuit at 03.30 pm in Conference / Workshop	One	
3	Bread Roll with Sauce and / Chutney	2 Nos of 50 gms. Per Piece	



भारतीय जीवन बीमा निगम
LIFE INSURANCE CORPORATION OF INDIA

OS Department, Divisional Office,
2nd floor, 'JeevanPrakash', GadkariChowk,
Old Agra Road, Nashik-422002.
Tel:(0253)2225959, e-mai id: os.nashik@licindia.com

Sr. No.	Name of Item	Quantity	Quoted Rates
4	ShevBhaji	1 Medium Size Plate	
5	Batata Wada with Sambar / Rassa and Chutney	2 Nos of 50 gms. Per Piece	
6	Bread Butter	1 Plate – 2 Piece	
7	Bread Slice	1 No.	
8	Bread Toast without Butter	1 Plate – 2 Piece	
9	Cutlet with Sauce and Chutney	2 Nos of 50 gms. Per Piece	
10	Dahiwada	1 Plate – 2 Piece	
11	Misal with 2 Pav and Dahi	100 gms & Unlimited Rassa	
12	Dosa (Sada) with Sambhar and Chutney	1 Plate	
13	Idli with Sambar& Chutney	2 Nos of 50 gms. Per Piece	
14	Kanda Pohe with Chutney	200 gms.	
15	Kanda Bhaji with Chutney and Sauce	100 gms.	
16	Masala Dosa with Sambar and Chutney	1 Plate	
17	Veg Pulav	250 gms.	
18	Masal Idli	1 Plate	
19	Medu Wada with Sambar and Chutney	2 Nos of 50 gms. Per Piece	
20	Mix Bhaji with Chutney and Sauce	100 gms.	



Sr. No.	Name of Item	Quantity	Quoted Rates
21	MoongBhaji	100 gms.	
22	Onion Uttappa with Sambar and Chutney	1 Plate	
23	Pav	1 No.	
24	Tomato Omlet with Sauce	1 Plate	
25	Upma with Chutney	100 gms.	
26	Veg Sandwich with Butter and Sauce	1 Plate – 2 No.	
27	Dal-Rice / Dal Khichada	1 Plate – 250 gms.	
28	Veg. Manchurian	1 Plate – 200 gms.	
29	Chicken Manchurian	1 Plate – 200 gms.	
30	Chicken Chilly	1 Plate – 200 gms.	
31	Veg. Noodles	1 Plate – 250 gms.	
32	Veg. Manchurian Rice	1 Plate – 250 gms.	
33	Egg Masala	1 Plate of 2 Eggs	
34	Chicken Masala	4 Pieces (150 gms.)	
35	Mutton Masala	4 Pieces (150 gms.)	
36	Egg Omlet	1 Egg	
37	Egg Omlet	2 Eggs	
38	Egg Boiled	1 Egg	
39	Chicken Biryani	4 Piece (250 gms)	
40	Mutton Biryani	4 Pieces (250 gms)	



OS Department, Divisional Office,
2nd floor, 'JeevanPrakash', GadkariChowk,
Old Agra Road, Nashik-422002.
Tel:(0253)2225959, e-mai id: os.nashik@licindia.com

Sr. No.	Name of Item	Quantity	Quoted Rates
41	Tea	1 Cup (150 ml)	
42	Special Tea	1 Cup (150 ml)	
43	Black / Lemon Tea	1 Cup (150 ml)	
44	Special Tea without Sugar	1 Cup (150 ml)	
45	Coffee	1 Cup (150 ml)	
46	Chapati	1 No.	
47	Puri	1 No.	
48	Rice	1 Plate – 250 gms.	
49	Kheema with 2 Pav	150 gms	
50	PavBhaji (2 Pav)	150 gms.	
51	LimbuSarbat	200 ml.	
52	Butter Milk	200 ml.	
53	Sweet	200 mg. / 2 Pieces	

Minimum three (3) snacks items to be served on daily basis.

Lunch / Tea /Snacks order shall be served immediately on the table of employees (within 5 minutes of placing the order). Sandwiches, Biscuits, Bread, Butter, Cold Drinks / Juice, Egg Omelet should be always available.

I / We quote my / our rates as per the details given as above.

Date:

Place:

Seal of Contractor

Signature of Contractor



ANNEXURE - V

PERMISSIBLE BRANDS OF CONSUMABLES

(To be submitted on Letter Head of the Bidders along with Technical Bid)

Salt	Iodised Salt – TATA, Annapurna, Nature Fresh
Spices	MDH, Suhana, Everest, or equivalent quality brand or Agmark brand
Oil	Sunflower Refined Oil such as Sundrop, Gemini, Fortune
Atta	Aashirvad, Nature Fresh, Annapurna
Rice	(1) Regular – Wada Kolam & (2) Pulao – Basmati
Turdal	Tata Sampurnna.
Ketchup	Magi, Kissan, Heinz
Besan	Rajdhani, Samrat
Paneer	Amul / Mother Dairy
Pickle	Mother's Recepte, Bedekar, Pravin
Butter	Amul, Britannia, Mother's Dairy
Bread	Britania Monginis, Baker's, Jahagirdar
Tea	Brook Bond, Lipton, Tata
Coffee	Nestle
Milk	Amul, Gokul
Sweet	Bikaner, Gokul, Haldiram
Jam	Kissan, Sil, Mapro
Juices	Real, Tropicana
Biscuits	Parle, Britannia, Unibic

I / We agree that will provide all the items with the abovementioned branded materials and as per instructions from the competent authority from time to time.

Date:

Place:

Seal of Contractor

Signature of Contractor

ANNEXURE – VI

(To be submitted on Letter Head of the Bidders along with Technical Bid)

To,

Dear Sir,

**Re: Tender for "Life Insurance CORPORATION of India, Nashik
Divisional Office, Canteen Catering contract – 2025**

1. I / We undertake to offer my / our services in conformity with your requirements and the Terms and Conditions set in the Tender Document.
2. I / We agree to abide by the Terms & Conditions of the Tender and that the Bids would remain valid for at least 90 days from the last date of submission of the Tender.
3. I / We note that you are not bound to accept any or all Tenders you may receive.

Dated at _____ this _____ day of _____ 2025

(Signature of the Authorised person of the Tenderer)

(Name and Address of the Tenderer)

(Seal of the Tenderer)



APPLICATION FORM FOR AWARD OF CANTEEN CONTRACT

(To be submitted on Letter Head of the Bidders along with Technical Bid)

- 1) Name of the Firm : _____
- 2) Address with Telephone No. : _____
Fax No. & e-mail of Canteen Office _____
- 3) Name/s of Proprietor Partner : _____
Director _____
- 4) Residential Address and : _____
Tel. No. of Proprietor / Partner / _____
Director _____
- 5) Established since
a) GST Regn. No. : _____
b) PAN No. : _____
- 6) Canteen Premises
a) Whether owned or rented : _____
Area (Sq. Ft.) : _____
b) Whether owned or rented : _____
Area (Sq. Ft.) : _____
- 7) Present Three Important Clients
(Preferably PSU / Banks)
a) Name : _____
Address _____
Tel. No. _____
On contract with this establishment since:
Experience Certificate along with special mention of quality of service to be enclosed.
b) Name : _____
Address _____
Tel. No. _____

On contract with this establishment since:
Experience Certificate along with special mention of quality of service to be enclosed.



OS Department, Divisional Office,
2nd floor, 'JeevanPrakash', GadkariChowk,
Old Agra Road, Nashik-422002.

Tel:(0253)2225959, e-mai id: os.nashik@licindia.com

8) Name of Banker : _____
Address: : _____
Tel. No. : _____
e-Mail : _____
Full Account No. : _____
MICR No. : _____
IFSC No. : _____
Type of Account : _____

9) Details of EMD: DD / Pay Order No. _____
Drawn on _____ (Name of Bank)

DECLARATION

I / We further declare that the information supplied above is correct and I / We will be liable if the information supplied is not found correct.

CORPORATION shall be within its right to reject the Tender or Terminate Contract even after the Tender is accepted and Contract is given, if information given is found to be incorrect **later** by the CORPORATION.

Date: _____

Contractor's Name with Signature

AFFIX SEAL HERE

- Detailed list of Enclosures: 1) Income – Tax Clearance Certificate
2) GST Registration Certificate
3) Bank Solvency Certificate indicating financial standing
4) Experience Certificate
5) Contract Labour Licence
6) **Any other document as mentioned in Tender in all pages, as per applicability**

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Handwritten initials



Checklist of Documents with Technical Bid

- 1) Application for Technical Bid is completed in all respect and duly submitted alongwith Technical BID. DD for EMD ₹. 10,000/-
- 2) Annexure "I" – Duly filled and signed by Authorised Person and duly submitted alongwith Technical BID.
- 3) Annexure "II" – Duly filled and signed by Authorised Person and duly submitted alongwith Technical BID.
- 4) Annexure "III" - Duly filled and signed by Authorised Person and duly submitted alongwith Technical BID.
- 5) Annexure "VI" - Duly filled and signed by Authorised Person and duly submitted alongwith Technical BID.
- 6) Annexure "VII" Duly filled and signed by Authorised Person and duly submitted alongwith Technical BID.
- 7) Application Form for Award of Canteen Contract - Duly filled and signed by Authorised Person and duly submitted alongwith Technical BID.
- 8) Copy of PAN Card submitted.
- 9) NEFT Details / Cancelled Cheque enclosed.
- 10) Copy of GST Allotment Letter enclosed.
- 11) Annual turnover of the Bidder for last three years is given.
- 12) Copy of Registration / License under Shop & Establishment Act, 1948 is valid and / renewed as on date.
- 13) Confirm details of any previous Experience Certificate for last three years about such work completed with Central / State government Office, PSU etc. with Certificate of Satisfactory Completion of said work / s.
- 14) Copy of Registration / License under food & Drug Administration, Maharashtra State (form C)
- 15) Copy of ESI and EPF Registration Certification enclosed.

- 16) Copies of last three years of Income Tax Return enclosed.
- 17) Copies of last three years of Balance Sheet enclosed.
- 18) Copies of last three years of Profit & Loss Account enclosed.
- 19) Compliance of Provisions of Child Labour Act enclosed & Declaration regarding non employment of under-age employee.
- 20) Declaration on Letter Head of the Tenderer that has never been involved in any illegal / criminal or financial frauds enclosed.
- 21) Declaration on Letter Head of the Tenderer that its Contract in the past was not terminated during the contract period for any unsatisfactory performance, nor the Contractor refused to continue the Catering Service for any Institution / Office in the past.
- 22) Undertaking by the Tenderer is given to obtain Workman's Compensation Policy for his employees within a week, copy of said policy to CORPORATION within 15 days, if contract is allotted.
- 23) Letter of Authorisation from the Tenderer for Authorised Signatory who will sign the Technical and Financial Bid is submitted and in order.
- 24) Any other document which is necessary and mentioned in the total Tender Document.
- 25) Tender Fee is remitted, DD No. / MR No. _____ Date _____ Bank details _____ payable at _____.

Date:

Signature of Bidder / Tenderer



ANNEXURE VII

(Must be submitted on the letter head of the vendor)

BID SECURITY DECLARATION IN LIEU OF EMD

I / We _____ (Name of Firm) declare that if we withdraw or modify the Bid during period of validity i.e. 90 days from submission of Bid, our firm may be Suspended / Black listed from participating in any Tender process for the period of Three years.

Date: -

Signature and Seal of the Firm



PRE CONTRACT INTEGRITY PACT

General:

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on..... day of the month of2025. , 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/s represented 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 **CANTEEN SERVICES CONTRACT FOR NASHIK DIVISION OFFICE, NASHIK** (*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

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.

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- 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.
- 3.7** The Bidder will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
- 3.8** The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9** The BIDDER/Contractor will not commit any offence under the relevant India Penal Code (IPC) /Prevention of corruption (PC) act. Further, the bidder will not use improperly, for purposes of competition or personal gain, pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10** The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11** The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12** If the Bidder or any of the key personnel of the bidder, actively involved in the project is a relative of any of the actively involved personnel of the Buyer, the same should be disclosed. The term 'relative' for this purpose would be as defined in section 2(77) of the Companies Act, 2013.

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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 any be further extended at the discretion of the BUYER.
- (vii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

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Handwritten signature



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

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

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

6. Independent Monitors:

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

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

1) Shri Arun Chandra Verma, IPS(Retd)

Platinum Complex, Sector-119,

Noida (uttarpradesh). PIN-201303,

Email- acver,a1@gmail.com

2) Shri Jose T Mathew, IFS(Retd)

H.no. 37/930, Ebrahim Pillai Lane,

Ernakulam, Kerala,

Email- itmat507@gmail.com

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 **Chairperson, 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 LICI 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 up to 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.

[Handwritten signature]



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

BUYER

BIDDER

Name of the Officer: **SHRI. SANJAY BADHAN**
Manager (OS/DM)
Deptt./ **OS Department**

CEO: Designation
Name-
Address-

Witness

.....

(Handwritten mark)



(To be submitted on Letter Head of Bidder along with technical bid)

Declaration regarding non-employment of under-age employees

I hereby declare that all employees working under my supervision are above the age the 18 years.

I submit herewith the documentary evidence regarding the same.

Place:
Date:

Signature of tenderer
with Name & Seal





