

**TENDER DOCUMENT OF LIC OF INDIA FOR EMPANELMENT AND
SELECTION OF CANTEEN SERVICES**



LIC OF INDIA,
E&OS DEPARTMENT, DIVISIONAL OFFICE,
“JEEVAN PRAKASH”, COLLEGE ROAD, DHARWAD 580001.

**"Bid Submission: Through GeM portal only.
All pages must be signed and stamped, scanned and uploaded."**

Part1: Invitation and Instructions to Bidders Notice Inviting Tender(NIT).

The Life Insurance Corporation of India, DIVISIONAL OFFICE, "JEEVAN PRAKASH", COLLEGE ROAD, DHARWAD – 580001, invites tenders under a **Single Packet Bid** for providing **Canteen Services** for staff.

| Details | Description |
|---|---|
| Tender No. | OS/Estates/ Tender No.3 |
| Name of Work | Canteen Services at LIC of India, Divisional Office, Dharwad |
| Contract Period | <u>One Year(Tentative commencement date:01.06.2026)</u> Upon successful completion of the initial one year-term, this agreement may be renewed on the Same Terms & Conditions and Rates for a further period of one (1) year at a time , with a maximum of two (2) such extensions . Any such extension is contingent upon mutual consent and a thorough review and evaluation of the contractor's performance and services by the Competent Authority, who must deem them satisfactory. |
| Panel Period | Three Years from the date of 01.06.2026 |
| Target Service | Catering (Beverages, Breakfast & Meals as per demand) at Canteen hall at stipulated time. Providing Tea/Coffee(as per demand) at the staff table, each office floor Morning- 11.00 AM to 12.00 PM & Evening- 03.30 PM to 4.30 PM |
| Tender Cost [Non-Refundable] | Rs.295/-(Including GST @ 18%), to be paid through DD drawn in favour of "Life Insurance Corporation of India" on any Nationalized Bank payable at Dharwad . (Exemptions available for eligible MSMEs/Startups with valid certificates.) |
| Earnest Money Deposit [EMD] | Rs.10000/- to be paid through DD drawn in favour of "Life Insurance Corporation of India" on any Nationalized Bank payable at Dharwad . (Exemptions available for eligible MSMEs/Startups with valid certificates.) |
| Security Deposit [sd] | 5% of One Year Contract Value. Total SD to be paid through DD drawn in favour of "Life Insurance Corporation of India" on any Nationalized Bank payable at Dharwad . EMD will be adjusted for the successful bidder. |
| Issue Date | 30.04.2026 |
| Pre-Bid Meeting & Site Inspection | Date: 07.05.2026 Time:3:00 PM, Location: LIC DO, OS Dept, Ground Floor,Jeevan Prakash, College Road, Dharwad. |
| Last Date for Submission through GeM Portal | 20.05.2026, 3.00 PM. |
| Contact Authority | Manager E&OS, Dharwad. |

GSTIN of LIC of India is 27AAACL0582H2ZH

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Instructions to Bidders

1. **Definitions:** Following terms shall have the below mentioned meanings unless otherwise specified:
 - a. "LIC" or "LICI" or "Corporation" shall mean the Life Insurance Corporation of India, established by the LIC Act 1956.
 - b. "DO, Dharwad" shall mean the Life Insurance Corporation of India , DIVISIONAL OFFICE, "JEEVAN PRAKASH", COLLEGE ROAD, DHARWAD – 580001.
 - c. "Tender" shall mean the Tender for carrying out Catering Services at DO, Dharwad.
 - d. "Contractor/Bidder/Tenderer/Applicant" shall mean the person/Firm/Vendor/Company who is submitting the above Tender.
 - e. "Competent Authority" shall mean the **Senior Divisional Manager, LIC of India**, DIVISIONAL OFFICE, "JEEVAN PRAKASH", COLLEGE ROAD, DHARWAD – 580001.
 - f. "Vendor" or "Seller" shall mean the service provider
 - g. "The procuring authority" shall mean, LIC Of India, DIVISIONAL OFFICE, Dharwad.
2. **Site Visit and Satisfaction:** Before submitting the bid, it is desirable that the Bidder should visit the DO Canteen site to ascertain the conditions prevalent. The bidder should quote the price accordingly and the premises will be handed over on "As is where is basis" **No subsequent claim on this account shall be entertained by LIC, Divisional office, Dharwad.**
3. **Pre-Bid Meeting:** A Pre-Bid Meeting is scheduled on **07.05.2026 at 3:00 PM** at LIC, Divisional office, Dharwad. Bidders may make site inspection, submit questions and seek clarifications before or after the meeting and before one week of the tender submission deadline. LIC will respond by issuing corrigendum/addendum on the GeM portal, if necessary.
4. **Document and Financial Bid Submission:** The list of documents to be uploaded on the GeM portal is in **Annexure-I (Checklist)**. The **Price Break-up for the Financial Bid** is in **Annexure-X. Non-submission of the Price Break-Up will result in immediate bid disqualification.**
5. **Canvassing :** Canvassing or offering any inducement to influence bid acceptance will result in the **Total rejection of the bid.**
6. **Amendments and Extensions:** DO Dharwad may amend/modify the tender and/or extend the submission deadline prior to the last date. Information will be uploaded on the GeM portal and LIC's website **www.lcindia.in** and shall be binding.
7. **Right to Reject:** DO Dharwad reserves the right to accept or reject any or all tenders **without giving any notice or assigning any reason whatsoever.** The decision of DO Dharwad shall be final and binding.
8. **Tender Validity and EMD Forfeiture:** Tenders shall be valid for a minimum of **six months (180 days)** from the opening date. If the successful Bidder withdraws/amends/derogates the tender during this period, the **EMD is liable to be forfeited.**
9. **Verification of Bidders:** DO Dharwad may depute Officer(s) to visit the Bidder's establishments/Institutes to verify the quality of services and documentation/testimonials submitted. The Bidder must extend full cooperation. Failure to cooperate or meeting the criteria will deem the bid **non-responsive and will be rejected.**
10. **Contract Award:** DO Dharwad will award the contract to the bidder whose bid is found **responsive, quotes the lowest rate** as a whole for the Catering Services. The selected

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Contractor must start services as per the work order schedule. Extensions are rare. Failure to start services on the stipulated date gives DO Dharwad the right to **cancel the work order and forfeit the Security Deposit.**

11. Terminations:-

a. If the performance is not satisfactory, the contract may be terminated by the Competent Authority (The procuring authority) at any time before completion of one year/extended time period, by giving one month's notice OR EVEN LESS if deemed warranted by the procuring authority. Security deposit will stand forfeited in the event of abandonment of contract by the vendor before one year/or any time, midyear during the extended time period, from the date of execution of agreement.

b. If the Contractor needs to terminate the contract, he shall give prior notice of at least **3 months** or till finalization of a new arrangement, whichever is later, failing which security deposit is liable to be forfeited with consideration of legal action against the vendor.

12. Estimated Bid Value:*

| | |
|---|--|
| Total no.of employees to be served per day (approximately) | Breakfast - 20 Persons Beverage - 100 persons Meals(O) - 30 persons Sweet - 10 persons Snacks - 30 persons |
| Total number of Canteen's operational days in a year approximately) | 20x12= 240 |
| Per day average sale, W/O GST (Approx.) | 8000.00 |
| Estimated Bid Value (for one year contract period)(Rs.)= 240x8000.00 (approximately) | 19,20,000.00 |

NB- Meals(O) Ordinary meal, LIC, DO Dharwad does not guarantee any minimum number or amount.

Part2: Eligibility Criteria & Technical Requirements

Bidders **must** meet the following criteria. Failure to upload clear and valid proof will render the bid **non-responsive**.

| Category | Criterion | Documentary Proof Required |
|--|---|--|
| Financial Capacity | Average annual turnover: Must be Rs.5 Lakhs or more for three FYs (2022-23 to 2024-25). | Income Tax Returns, Audited Financial Statements, CA Certificate |
| Experience | 3 years minimum experience in providing catering services to Government office/Public Sector Undertaking/ reputed corporate office/ commercial undertaking etc., serving 50 or more on average | Work Orders, Completion Certificates, Client References. (Fill S.No.4 & 5 in Annexure-III) |
| Local Registered Office(Crucial) | Must possess a functioning, registered local office within Hubli-Dharwad Municipal limits on the bid submission date for critical operational response times, effective local supervision, and immediate physical access for the successful bidders. Failure to upload clear and valid documentary proof will render the bid Non-Responsive and lead to its immediate and automatic disqualification. | Notarized Lease Agreement/Ownership Deed AND corresponding Karnataka State GST Certificate displaying the local address. |
| Statutory Compliance | Must be registered with all statutory bodies (GST, Income Tax) and possess all necessary catering and Food Safety and Standards Authority of India (FSSAI) licenses. | Valid GST, PAN/TAN, FSSAI, EPF, ESI Certificates. |
| Legal Standing | Must not have been insolvent, convicted for any offence, or suffered contract termination/abandonment prematurely. | Self-Declaration (as per tender Annexure II, VI, IX). |
| Submission of Pre contract – Integrity Pact | As per CVC guidelines | Submit the Pre contract – Integrity Pact as per Schedule-I on a nonjudicial stamp paper of Rs.500/- |

Any tender not complying with eligibility criteria and requirements either wholly or partially shall be liable for rejection.

Any tender NOT submitted through GeM will be rejected.

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Part3: Scope of Work & Operational Requirements

A. Service Requirements

1. **Meal Coverage:** Beverages, Breakfast & Meals as per demand at Canteen hall. Providing Tea/Coffee,snacks(as per demand) at the staff table, at each office floor, Morning- 11.00 AM to 12.00 PM & Evening- 03.30 PM to 4.30 PM.
2. **Service Protocol:** Catering (Beverages, Breakfast & Meals as per demand) at Canteen hall at stipulated time. Providing Tea/Coffee,snacks (as per demand) at the staff table, each office floor, Morning- 11.00 AM to 12.00 PM & Evening- 03.30 PM to 4.30 PM.
3. **Menu & Timings:** Meal timings (**Schedule D**) must be strictly adhered to.
4. **Amenities:** Provide clean, pure drinking water and daily **Consumables as per specified brands mentioned in Schedule-E.**
5. Tea/coffee/Badam milk/Kashaya should be supplied with or without sugar as per the requirement.

B. Quality and Hygiene Standards (Also refer Schedule-B)

1. **Raw Materials:** Only fresh, quality raw materials must be used.
2. **Prohibitions:** Cooking oils mentioned in **Schedule-E** only shall be used. The **reuse of used oil**, use of **artificial colors & flavours, ajinomoto**, and the sale of food items/cold drinks within the premises are **strictly prohibited**. Oil, once used, should not be re used. Adulteration or use of sub-standard items will be penalized and the items will be confiscated.
3. **Cleaning:** The kitchen and dining hall must be kept **clean & well maintained**. Master cleaning of all equipment must be performed weekly.
4. **Waste Disposal:** The Contractor must arrange for the prompt disposal of kitchen wastes/garbage with local authorities at their own cost.(as per Schedule C).
5. Cost of cleaning material for cleaning of Dining Hall, Kitchen, Wash rooms (including providing liquid soap) shall be borne by the Contractor.

C. Infrastructure and Manpower

1. **DO Provision:** DO permits the use of the kitchen, dining hall and existing equipment (**Schedule-G**). The contractor shall ensure the proper maintenance of the space and equipments provided to them. The cost of repair/service/replacement of any of these items is to be borne by the Contractor and the same is to be returned to LIC DO Dharwad on completion of contract. DO bears the cost of water(Tap Water) and electricity consumption, provided efficiency is maintained.
2. **Contractor Provision:** The Contractor must provide and maintain all necessary **crockery, cutlery, glassware, and other equipment** which is not supplied by DO. Crockery must be of high quality; cracked or broken items must be replaced immediately. Use of plastic crockery for serving food items is strictly prohibited.
3. **Child Labour:** The Contractor shall not employ any person below the age of **18 years (completed)**. The Contractor shall indemnify DO Dharwad from all claims and penalties under the Child Labour (Prohibition & Regulation) Act, 1986
4. **Role Separation:** **Sweepers/Cleaners must not work in the kitchen.**
5. **Personnel Deployment and Control:** The Contractor should have full control of deployed workers and is responsible for the payment of their wages/dues and amenities. Kitchen/catering staff must be separate and **not allotted sundry duties elsewhere.**

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D. Other Scope of Work:

1. **Contractor's Responsibility:** The Contractor shall be fully responsible for the entire catering arrangement for the DO Staff. The Contractor will be permitted to use the kitchen and dining hall. The Contractor will bear the material cost and provide services as specified in **Schedule-A** of the Tender.
2. **Contractor-Supplied Equipment:** The Contractor shall provide at his own cost all other necessary equipments (not in Schedule-G) and shall maintain them in good working condition. Any type of repair/servicing of the materials including the Gas Stoves/burners is the responsibility of the Contractor. The Contractor shall provide at his own expense Wet grinders, Mixer Grinder, crockery, cutlery, cooking utensils, glass ware and other necessary articles (such as Serving bowls, steel cups for different purposes, steel plates, spoons/forks, steel glasses, Closed Water mugs).
3. **LPG Supply:** The Contractor shall arrange at his own cost the regular supply of gas cylinders without any break and pay directly to the supplier. The Contractor must ensure prompt supply of gas cylinders. The Contractor shall be bound to take supply from the pipeline company if DO takes such supply in the future.
4. **Dining Arrangements:** The Contractor shall provide all utensils and equipment for (Breakfast/Lunch). The Contractor shall arrange for keeping the food warm at the service counters. Cleanliness, maintenance & regular servicing of gas burners etc., shall be the Contractor's responsibility.
5. **Utilities (Water & Electricity):** The water (except drinking water-The contractor is required to purchase branded drinking-water cans) and electricity consumption charges will be borne by the Corporation provided the Contractor ensures utmost economy in consumption and abides by instructions from the authorized persons.
6. **Quality Standards:** A **high standard of catering** shall be maintained for all items regarding quality and purity of foodstuff, quality and quantity of dishes, cleanliness in preparation, handling of food items, and utmost courtesy in services. The Contractor shall always have a good and sufficient supply of all articles and ensure they are kept in a proper hygienic condition. Raw foodstuff (vegetables, milk, fruits) shall be of fresh supply.
7. **Inspection Rights:** The Canteen Committee members and/or authorized officials may enter the Canteen Premises at any time to inspect catering arrangements, raw materials, quality and quantity of eatables, conditions of fittings/fixtures/furniture, sanitary arrangements/general cleanliness, upkeep of the premises, and hygiene of the workers. Deficiencies pointed out must be remedied immediately.
8. **Contractor Liability for Damages:** The Contractor shall maintain all DO property (furniture, equipment, fittings, premises) in good condition. The Contractor shall be responsible for any damage caused due to the negligence or carelessness of their staff and shall be liable to pay the assessed amount.
9. **Statutory and Compliance Obligations:** The Contractor must ensure compliance with the **Food Safety and Standards Act 2006, Rules 2011(amended from time to time)**, Local Municipal Authorities' rules, and other statutory requirements. Any fine/penalty imposed by authorities, if paid by DO, will be recovered from the Contractor or from Security Deposit.
10. **Uniforms:** All Contractors' personnel must have ID cards (to be issued by the contractor), and wear their respective uniforms, apron, hand gloves, head cap, and face mask while on campus. Two sets of Uniform to be provided every year.
11. **Medical Fitness:** All personnel employed by the Contractor shall be **medically fit** and certified for fitness before employment.
12. **Police Verification:** Original Police Verification Certificates should be produced by the contractor in respect of all personnel employed by them.

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Part-4:OtherTerms & Conditions:

I. Contractor Related Terms (Obligations & Performance)

1. Period of Contract:- One Year(Tentative commencement date: 01.06.2026)

Upon successful completion of the initial one year term, this agreement **may be renewed** on the **Same Terms & Conditions** and Rates for a further period of **one (1) year at a time**, with a maximum of **two (2) such extensions**. Any extension is contingent upon **mutual consent** and a thorough **review and evaluation of the contractor's performance and services** by the Competent Authority, who must deem them satisfactory.

2. Immediately after award of the work, the Contractor shall apply for obtaining a certificate/ license from the Office of The Assistant Labour Commissioner (Central) ,Dharwad to employ workers for providing Catering Services and submit the relevant certificate within one month from the date of award of the work. Extension of time period and waiver of this certificate, if required, will be at the sole discretion of the Competent Authority, depending upon the statutory requirements as per the laws applicable.

3. The Contractor shall comply with the instructions provided by DO Dharwad from time to

time relating to the performance of the services, duties and obligations under this Agreement. The services rendered by the Contractor shall be subject to regular review by

DO, and its decision as to the quality thereof shall be final and absolute.

4. The Contractor shall abide by the rules, guidelines, policies and procedures applicable to DO at all times during the performance of the services and the regulations issued by the various Government Authorities under whose jurisdiction this agreement will fall, from time to time.

5. The Contractor shall allow DO, its Management, Auditors, Regulators and/or any person(s) authorized by Senior Divisional Manager, the opportunity of inspecting, examining, auditing and/or taking copies of the records available with the Contractor.

6. Power of Investigation, Inspection, and Regulatory Oversight:

(The Insurance Laws(Amendment) Act,2015 formally replaced the 2014 Ordinance, and the recent Sabka Bima Sabki Raksha (Amendment) Act, 2025 has further strengthened IRDAI's oversight, especially concerning third-party contractors and data handling)

6.1 Production of Records [Ref: Section 33(3)]: In accordance with Section 33(3) of the Insurance Act, 1938 (as amended), it shall be the duty of the Contractor, including its Managers, Managing Directors, or other officers, to produce before the Investigating Officer appointed by the Authority (IRDAI) all such books of Accounts, Registers, databases and other relevant documents in its custody relating to the services outsourced by the LIC of India. The Contractor shall further provide any statement or information relating to these services as the Investigating Officer may require within the specified timelines.

6.2 Examination on Oath [Ref: Section 33(4)]: In terms of Section 33(4) of the said Act, the Investigating Officer is empowered to examine the Contractor's personnel, including any Manager, Managing Director, or officer, on oath in relation to the services provided to

LIC of India. The Contractor agrees to ensure the availability of such personnel for testimony as and when summoned by the Authority.

7. Other Regulatory Oversight

7.1 Compliance with Data Protection and Privacy: All data handled by the Contractor under this agreement is subject to the Digital Personal Data Protection (DPDP) Act,2023.

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The Contractor shall implement robust security safeguards (including encryption and access controls) to prevent unauthorized access. In the event of an investigation under Section 33, the Contractor shall provide data in a format that remains compliant with DPDP standards while ensuring full transparency to the IRDAI.

7.2 IRDAI Outsourcing Regulations & Penalties: The Contractor shall abide by the IRDAI (Outsourcing of Activities by Indian Insurers) Regulations as updated for 2025/2026. Any failure to comply with the investigative directions of the IRDAI or the provisions of Section

33 shall be deemed a material breach of contract, making the Contractor liable for penalties as prescribed under Section 102 of the Insurance Act, 1938, and may lead to the immediate suspension or termination of this tender agreement.

II. Employee Related Terms

8. Nothing in this tender shall by implication or expression be taken to mean or imply that any of the persons deployed/engaged by the Contractor for rendering the services, are employees of DO Dharwad or engaged by DO Dharwad. The Contractor shall be deploying

workers who shall be in his sole employment and he shall be solely and fully responsible for the acts, salaries, wages, remunerations or any other statutory liabilities or other payments of the workers. Under no circumstances shall DO Dharwad be liable for any payment or claim or compensation [including but not limited to compensation on account of injury, death, termination]. In case any liability falls on DO Dharwad for any reason, the

Contractor shall keep DO Dharwad 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 its workers mentioning that the workers are employees of the Contractor.

9. The Contractor shall wholly and solely be liable for all disputes and liabilities in respect

of the workers deployed by him at DO Dharwad under this Contract and also for any purchases, any sample taken by the Govt. Authorities, any disputes under the Laws of the land in any Court of law.

10. DO Dharwad shall accept no liability explicit or implicit for, nor any financial or other consequences arising from, sickness, injury, damages or death of the personnel of the Contract or, of the workers or of any sub-Contractor or agent or of any person performing

on their behalf any work under the present contract, including the time spent in travel, nor

for any damages which may arise by reason of neglect or default by any of them.

11. The Contractor shall at all times indemnify and keep indemnified DO Dharwad against any such claims/damages caused on account of injury/disability/death of any of its workers while providing the services to DO Dharwad which may be made under the Employees Compensation Act 1923 or any other Acts or any other Statutory modifications there of or otherwise for or in respect of any claim for damage or compensation payable in consequence of any accident or injury sustained by the workers

of the Contractor or in respect of any claim, damage or compensation under Labour laws or other laws or rules made there under by any person whether in the employment of the Contractor or not who provided or provides the service at premises of DO Dharwad.

12. The workers deployed by the Contractor shall have no presumptive right of absorption in the services of LIC of India.

13. LIC of India shall in no way be responsible for wages, salaries, bonus, gratuity or any compensation, notice pay etc. of the workers deployed by the Contractor for conducting business at the Divisional Office.

14. The Contractor shall maintain proper records about the attendance of workers deployed by him in the prescribed format as given in the Contract Labour (Regulation and Abolition) Act, 1970 along with Contract Labour (Regulation and Abolition) Rules, 1971 and would ensure that adequate manpower is maintained. If due to any exigency, any worker is absent the Contractor should take immediate steps to provide his substitute subject to the compliance of relevant Rules & Regulations/Laws/ Statute. The Contractor shall also maintain the attendance register of workers deployed by him and shall be made available on demand.

15. The Contractor shall not engage any person with a criminal record/ conviction and shall bar any such person from participating directly or indirectly in the provision of Service(s) under this agreement.

16. The DO Dharwad reserves the right to ask the Contractor to remove any worker(s) immediately for their failure to give quality service and the Contractor shall be bound to replace the worker(s) concerned within a week from the date of such communication.

III. Security Deposit & Financial Obligations

17. The Service Provider / Contractor shall have to remit Security deposit for an amount **equal to 5% of One Year contract value** through DD drawn in favour of “**Life Insurance Corporation of India**” on any Nationalized Bank **payable at Dharwad** and execute a contract Agreement with LIC DO Dharwad as per the conditions of the Tender on non-judicial stamp paper of requisite value as applicable in the state of Karnataka within 10 (ten) days of the receipt of letter of intent from LIC, DO Dharwad. EMD paid, if any, at the time of bidding will be adjusted towards Security Deposit for the successful bidder and for others, the same shall be refunded within 30 days after the contract is awarded.

18. In the event of non-performance of obligation or failure to meet the terms and conditions mentioned in this contract, LIC shall be entitled to forfeit the Security Deposit without notice or right of demur to the Bidder. LIC reserves its right to forfeit the Security Deposit besides cancellation of the entire contract in the event of breach and/or nonobservance of any of the guaranteed performance.

19. This security deposit will be refunded only on successful completion of the agreement period subject to:

- i. Satisfactory performance of the contract.
- ii. Deduction of any dues payable to the LIC of India on whatsoever account.
- iii. Any deduction due on account of contractors/Service providers' obligation under the contract and subject to such deductions as may be necessary for making of the LIC of India's claim against the service provider.
- iv. Deduction of any liability/damages incurred by the LIC of India, on behalf of the Service provider/ Contractor in the discharge of his/their obligations under this tender including the penalties /other charges of any nature levied by Central/State Government Labour/ any other Authorities/ Court of Law.
- v. No interest will be payable on this security deposit.
- vi. If the successful bidder fails, in course of the agreement period, to comply with the Terms and Conditions of the Agreement, the security deposit may be forfeited in full or in part as decided by the Competent Authority.
- vii. To claim the Security Deposit refund upon contract completion / termination, the Contractor must submit a “No Dues” Indemnity Bond on Non-Judicial Stamp Paper, duly notarized, as per the specimen in Annexure-V.

IV. Employer/Principal Employer Related Terms

20. DO Dharwad shall have the right to deduct from the amount due to the Contractor, any sum required or estimated to be required, for making good the loss suffered by any worker, by reason of non- fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deduction made from their wages which are not justified by their terms of the Contract or non-observance of the Regulations.

V. Safety, Indemnity & Legal Liability

21. The Contractor & the workers deployed by him at the DO Dharwad Premises shall maintain confidentiality of any information in their possession during their working at DO Dharwad & thereafter.

22. The penalties towards lapses on the part of the Contractor or his workers on account of inadequate manpower, non-compliance of statutory requirements, non- performance and unsatisfactory services including quality of food, non-wearing of uniform, non-display of identity card, misuse of any place including DO Dharwad Campus, entry of unauthorized person, non-compliance to calls from DO Dharwad representative(s), pilferage/damage/loss to DO Dharwad property in any manner etc. shall be imposed by the DO Dharwad which shall be final and binding on the Contractor.

23. The Contractor must ensure compliance of the provisions of Food Safety and Standards Act 2006, Food Safety and Standard Rules 2011 (amended from time to time),

Rules and Regulations of the Central Government, Local Municipal Authorities and other statutory requirements as relevant to running a Canteen and providing catering services in DO Dharwad. In case any fine/penalty is imposed by the Central/State/Local Authorities, then it shall be the responsibility of the Contractor and if any such fine/ penalty is paid by the DO Dharwad on this count, then the same shall be recovered from the contractor or Security Deposit of the Contractor.

24. In the event of any incident of food poisoning, the contractor will be held solely responsible for all consequences thereof. If it is found on inspection that the food item is injurious to health or of a sub-standard quality, the Contractor shall be liable to pay a penalty as may be decided by the Corporation, on each occasion.

VI. General Operational Terms

25. If any worker of the Contractor indulges in theft, negligence or any illegal/irregular activities, the Contractor shall take appropriate action against its erring worker and intimate accordingly to DO Dharwad, and/or DO Dharwad itself can take action in accordance with the law.

26. The Contractor shall provide Special Lunch if required for conference on mutually agreed terms.

27. In any unlikely event of any pandemic/similar situations declared by LIC of India/Government of Karnataka / Government of India, the canteen services will be suspended for the specified period (to be intimated in writing by DO Dharwad). The Catering services shall resume as and when the official permission is granted for the same (which shall be communicated by DO Dharwad).

28. The Contractor shall not exhibit any signboard, name plate or advertisement within or outside the Premises of the DO Dharwad.

29. Nothing in this tender shall be deemed to create any Partnership, Joint Venture, Agency between DO Dharwad 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 DO Dharwad. The Contractor is not authorized to undertake any obligation or liability in the name of or on behalf of DO Dharwad whatsoever.

30. Nothing herein contained shall purport or operate to declare, assign, limit or extinguish whether present or in future in favor of the Contractor any right, title interest whether vested or contingent in the Premises of the DO Dharwad that vests with LIC of India and the Contractor hereby agrees that the DO Dharwad Premises is the property of LIC of India and vests in the name of LIC of India.

31. Nothing herein contained shall be construed to create any tenancy in the Contractor's favor, of any of the premises of the DO Dharwad, properties or belongings and the DO Dharwad may of its own motion, upon the termination of the Contract, re-enter

and retake and resume and retain absolute possession of the DO Dharwad's belongings, both movable and immovable.

VII. Regulatory, Disputes & Termination

32. Any dispute arising out of this Contract including any clarification as to the intent or interpretation of any of the provisions of these terms and conditions, the same shall be first referred to/ sought from the Senior Divisional Manager, DO Dharwad, whose decision in the matters shall be final and binding on the Contractor. Any other matter relevant to but not covered in the Contract shall also be decided by making reference to the Senior Divisional Manager, DO Dharwad, whose decision shall be final and binding on the Contractor. If the dispute is not resolved through the reference made to the Senior Divisional Manager, DO Dharwad, a reference of the same shall be made to a Sole Arbitrator to be appointed by the Senior Divisional Manager, DO Dharwad for adjudication of the same in accordance with the provisions of Arbitration & Conciliation Act-1996 and any statutory modifications there under from time to time. There shall be no objection if the Sole Arbitrator to be appointed is a Competent Officer of LIC of India at the discretion of the Senior Divisional Manager, DO Dharwad. The Contractor and DO Dharwad shall make every effort to resolve any dispute or disagreement amicably by direct informal negotiations. However, in case of any unresolved issues/ disagreements/disputes in connection with the Contract, the same shall be settled through Arbitration or through the Court of Law within the jurisdiction of Dharwad. The Resultant Contract shall be interpreted under Indian Laws by direct informal negotiation.

33. If at any stage, it is revealed that the documents/ certificates/ testimonials submitted by the Contractor are forged or have been manipulated, the work order issued to the Contractor shall be cancelled and Security amount deposited with DO Dharwad shall be forfeited without any claim whatsoever on DO Dharwad and the Contractor shall be liable

for action as may be appropriate under the relevant laws. Without prejudice to any of the rights or remedies under this Contract, if the Contractor dies, DO Dharwad shall have the

option of terminating the Contract without compensation to the legal or other heirs of the Contractor. Upon breach by the Contractor of any of the terms and conditions governing the Scope of the Tender or if the Contractor is adjudicated insolvent, the contract shall liable to be terminated. In all matters relating to or incidental to this Agreement, if there arises any doubt or dispute or disagreement, the decision of the Senior Divisional Manager, DO Dharwad shall be final and binding on the Contractor.

34. The Contractor shall be responsible for any nuisance caused directly / indirectly or damages loss or injury whatsoever that may be caused at any time to the property of the Corporation or to any person or persons including any third party while running the Staff

Canteen from the Canteen premises and all such damages, injury or loss to life or property shall be made good and / or as the case may be shall be paid immediately by the Contractor to the satisfaction in all respects of the Corporation.

35. The Contractor shall arrange and pay for 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 said Act or any Rule framed there under and which are used by the Contractor during the course of both the services.

36. In case of any pilferage, theft of or breakage etc to the property/ assets of DO Dharwad, the Contractor shall be responsible for such losses. The DO Dharwad will be at

liberty to deduct the amount of such loss from the Security Deposit of the Contractor after

holding an enquiry. The decision of DO Dharwad to this effect shall be final and binding upon the parties. In case of unsatisfactory performance and violation of any condition of the tender/ contract, the contract shall be liable to be cancelled and Security Deposit will be forfeited.

37. Entertaining outside catering services utilizing our kitchen and infrastructure is strictly prohibited. The Contractor or his workers shall not use the premises, properties, fixtures, fittings, etc. of the DO Dharwad for any purpose other than those expressly provided in the

Contract. It shall be open to any official of LIC of India authorized by the Senior Divisional Manager, DO Dharwad, in this behalf to inspect the Canteen or any portion thereof.

38. Any failure or omission on the part of the DO Dharwad at any time to exercise any of its rights under the terms of the Contract, shall never be construed as "waiver" and shall in no way impair or affect the validity of the terms and the rights of the DO Dharwad to enforce its right at any time subsequently, with retrospective effect wherever found necessary.

39. Upon breach by the Contractor of any of the terms and conditions governing the Scope of the Tender and/or upon the Contractor failing to comply with the directions/ orders issued/ passed by the local Municipality/ Corporation, the Government of Karnataka, or any other Competent Authorities and/ or upon the Contractor failing to comply with the requisitions issued by the DO Dharwad and/ or if in the opinion of the DO

Dharwad, the Contractor is not performing the Catering activities in a satisfactory manner

and/or if the Contractor is adjudicated insolvent and/or fails to make any arrangement with his creditors and/or if any attachment or execution is levied on any of the property of the Contractor, the contract shall liable to be terminated.

Part-5: Payments and Financial Obligations:

1. Tender Rate Components: The Tender Rate quoted for Catering, is **inclusive of all costs of** Consumables (vegetables, milk, curd, groceries & menu items), Wages to the workers, other expenses required for smooth conduct of Canteen and all applicable GST, taxes, fees etc. Cost escalation will not be considered in the mid year of the contract, (except in circumstances accepted as exceptional by the The procuring authority), can be considered at yearly interval, but fully negotiable and subject to terms and condition of the contract agreement and approval by the Competent Authority

2. No Guarantee of Minimum Numbers:

The daily consumption towards Breakfast, Meals and Tea/Coffee depends upon requirement of the Staff & visitors (Person who will pay for these items). **DO Dharwad does not guarantee any minimum number.**

3. Wages & other Statutory Payments.

i. The Wages of the Workmen employed for Catering is to be paid by the Contractor on or before 7th of the following month through NEFT to the workers bank account, **as per the Minimum Wages Act, 1948**, fixed by the appropriate Central Authority/s, as per notification issued from time to time and timely remittance of EPF, ESI to the concerned authorities. It is the responsibility of the contractor to bear the entire wages and related statutory payments (such as EPF, ESI etc) to their workers. LIC, DO Dharwad will not reimburse the same.

ii. The GST shall be paid separately along with the bill payment as per applicable rate reflected in the bill. The Contractor shall be responsible to pay the GST and file GST return on time. Income Tax will be deducted as per the prevailing rates.

4. Penalty Clauses

Service Quality and Penalties: The DO Dharwad insists on the highest quality of food preparation and associated services. The Contractor/authorized representative must be available for meetings. If the quality/quantity of food or service is unsatisfactory, the C.A, DO Dharwad, may

demand compensation & impose penalties or holds the right for Termination.

5. Obligations:

The BIDDER shall comply with the existing / new regulations and laws governing food quality, hygiene and health-impacting requirements and the like, arising out of the proposed catering/canteen services. The BIDDER shall obtain and keep in force all required licenses, permissions, clearances, certifications etc. During the entire validity period of the proposed contract. For any legal disputes arising out of noncompliance or violations the BIDDER shall be solely responsible. Similar is the responsibility of the bidder with regard to the existing/new regulations and laws governing the labour engaged for the proposed catering/canteen services.

List of Annexure & Schedules

| Annexure | Description |
|---------------|--|
| Annexure-I | Check list for documents(Mandatory for GeM upload). |
| Annexure-II | Application cum Compliance Report |
| Annexure-III | Bidders' Profile(Technical bid) |
| Annexure-IV | Declaration regarding non participation of near relatives of employees in the tender |
| Annexure-V | Specimen for "No Dues" Indemnity Bond(Required for SD refund). |
| Annexure-VI | Affidavit-regarding non blacklisting(notarized) |
| Annexure-VII | Declaration on accepting T&C of tender document |
| Annexure-VIII | Bid Security Declaration |
| Annexure-IX | Form of Bid Security Declaration |
| Annexure-X | Price Break-up for Bid(Per item rate)(Financial bid) |
| Annexure-A | Scope of Work(tabulated the entire SOW) |
| Annexure-B | Canteen maintenance |
| Annexure-C | Standards of Service |
| Annexure-D | Schedule of Food Items |
| Annexure-E | Specifications of Standards(Brand specifications). |
| Annexure-F | Write up on deployment of supervisor and workers |
| Annexure-G | List of existing Equipment provided by LIC DO, Dharwad. |
| Annexure-H | Pre contract-Integrity Pact. |

Signature of the Contractor with Seal

ANNEXURE-I**Documents to be uploaded in GeM portal (copies to be self attested):**

1. Proof of having Local Address in Dharwad(such as utility bill, company registration certificate)
2. Certificate of Income Tax PAN Number.
3. Certificate of Registration under GST Act,
4. Certificate of Registration Labour Department, Govt. of Karnataka,
5. Certificate of Registration with the Office of the Regional Provident Fund Commissioner.
6. Certificate of Registration with Employees' State Insurance Corporation,
7. Audited financial statements (Profit and Loss and balance sheet) and Copies of Income Tax returns for last three Financial years (2024-25, 2023-24, 2022-23). Submission of Tax return is Mandatory.
8. Performance Certificates from previous and present clients for last 3 years. (such as copies of work orders, completion certificates, payment receipts, client testimonials)
9. List of similar contract works on hand indicating Name of clients, description of work, contract value, date of award, number of personnel and equipments engaged. Supporting documents from Organization to be enclosed. (such as copies of work orders, completion certificates, payment receipts, client testimonials etc.)
10. Earnest Money Deposit for Rs.10,000/- through through DD drawn in favour of "**Life Insurance Corporation of India**" on any Nationalized Bank **payable at Dharwad.**
11. Tender fee Rs.295/- (250+GST) through DD drawn in favour of "**Life Insurance Corporation of India**" on any Nationalized Bank **payable at Dharwad.**
12. Permission/License from concerned authorities to provide catering services as per Food Safety and Standards Act, 2006.
13. All pages of Tender Document & Annexures should be signed by the contractor with seal.
14. Price Break Up for Bid (**Financial bid**)-Annexure-X.

Note:-Successful bidder has to submit one set of documents (physical copies) uploaded in GeM portal while entering into agreement.

ANNEXURE-II**APPLICATION-cum-COMPLIANCE REPORT**

To

The Senior Divisional Manager, DO Dharwad- 580001

Sub: Tender for Providing Catering Services at DO Dharwad

Dear Sir/Madam,

I/We certify that I/We have read the Eligibility Conditions, Scope of Tender & Terms and Conditions of the Tender. I/We undertake that it is my/our responsibility to ensure that being the employer in relation to persons engaged/deployed by me/us to provide the services/activities under this tender as well as to make the payment of monthly wages/salaries, which in any case shall not be less than the minimum wages prescribed under the Minimum Wages Act, 1948 as notified/revised by Chief Labour Commissioner (C), Ministry of Labour & Employment, Government of India or as fixed by Labour Department, Karnataka Government, whichever is higher and Payment of compensation for Overtime/ weekly off/ National holiday/ Any other holiday as applicable and amended from time to time.

I/We will also comply with the requirements of various statutes, relevant to this Contract, such as Contract Labour (Regulation and Abolition) Act, 1970, Contract Labour (R& A) Rules, 1971, EPF Act, 1952, ESI Act(1948) The Industrial Dispute Act 1947 The Equal Remuneration Act1976 Employees Compensation Act 1923 (Workmen's Compensation Act 1923) , The Payment of Bonus Act 1965, Payment of Gratuity Act 1972, Child Labour (Prohibition & Regulation) Act, 1986 as applicable and as amended from time to time and or any other Rules framed thereunder from time to time by the Central or State Government and or any authority constituted by or under any law, for the category of persons deployed by me/us.

I/We undertake to comply with the provisions of Food Safety and Standards Act, 2006, and Rules framed there under. I/We shall obtain requisite permission/license for providing catering services from concerned department of Central/ State/ Municipal Authorities/ any other Authority.

I/ We will also obtain License under Contract Labour (R &A)Act, 1970 to provide Catering Services at DO Dharwad, if applicable.

I/We have inspected the Canteen Hall Kitchen , and I am/We are satisfied that DO, Dharwad Canteen premises and the Furniture's & Fixtures provided at the DO, Dharwad Canteen premises are appropriate & meets the requirements to provide Catering Services.

I/We undertake to abide by the terms and conditions as laid down in the tender document and the Annexures as stated above in case the work order is allotted to me/us.

I/We declare that I/We have read and fully understand the tender document containing Notice inviting Tender, Eligibility Criteria, Instructions to Bidder, general terms and conditions, Scope of work and all Annexures attached to and forming a part of tender document. I/We have understood the contents of complete tender document (Technical Bid as well as Financial Bid) and comply with all the terms and conditions mentioned therein in letter and spirit.

In witness of what is stated herein above, I/We have put my/our respective signature along with the Rubber Stamp/Seal of the Establishment which I/We represent on this day of 2026

Place:.....

Date:.....

Name of the Bidder(s):-----

Address:-----

Signature of the Contractor with Seal

BLANK

BIDDER'S PROFILE (Technical Bid)

| | | |
|----|--|--|
| 1) | Name of the Company/Individual/Firm/Organization and Address (with telephone number) | |
| | Name of the Contact Person with Tel No. & e-Mail ID | |
| 2) | Details of Registration with Labour Deptt./MCH(Central/State) | |
| 3) | Name of the Proprietor/Partners/Directors together with technical Qualifications | |
| 4) | Past Experience in the field (in years)(Please enclose testimonials on the above) | |

5) Past Experience in the field
(in years)(Please enclose testimonials on the above)

| Period of Contract | | Name of the Firm/Person/Organisation for whom catering services contracts undertaken | Type of the Contract undertaken | Value of Contract [In Rs. Lakhs] | Remarks, if any: Contact person & Mobile number |
|--------------------|----|--|---------------------------------|----------------------------------|--|
| From | To | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

[You can add rows, if required]

6) List of Organizations/Persons to whom Catering services are presently being rendered, along with certificate proofs:

| Period of Contract | | Name of the Organisation | Type of the Contract undertaken | Value of Contract [In Rs. Lakhs] | Remarks, if any: Contact person & Mobile number |
|--------------------|----|--------------------------|---------------------------------|----------------------------------|--|
| From | To | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

[You can add rows, if required]

7) Annual turnover during the last Three financial years(Enclose copies of last Three years)

| Year | 2024-25 | 2023-24 | 2022-23 |
|--------------|---------|---------|---------|
| Rs. In Lakhs | | | |
| | | | |

| | | |
|-----|--|--|
| 8) | Permanent Account Number (Enclose a copy of latest Assessment order) | |
| 9) | Contract Labour (R&A) Act License No | |
| 10) | Registration No. under Shops & Establishment Act (enclose photocopy) | |

Signature of the Contractor with Seal

| | | |
|-----|---|--------------------------|
| 11) | Goods and Service Tax(GST) Registration No: EPF Registration No ESI Registration No (Enclose photo copies of each) | |
| 12) | Enclose Experience Certificate from Previous & present clients | |
| 13) | No. of persons employed Permanent Temporary | |
| 14) | Names of references and their addresses With telephone numbers | a. _____ b. _____ |

Date :

**Signature of the Bidder
With seal
Name & Address :**

Note: Documentary evidence to be enclosed.

Signature of the Contractor with Seal

ANNEXURE-IV

Declaration regarding Non-Participation of near relatives of employees in the Tender

I/We/Our Organization,.....including our Partners/Shareholders/Directors

hereby certify that none of my/our relative(s)is/are employed in Divisional Office Dharwad/The Life

Insurance Corporation of India. In case at any stage, if it is found that the information given by me/us is false/incorrect, Divisional Office Dharwad /The Life Insurance Corporation of India shall have the absolute right to take any action as deemed fit without any prior intimation to me/us.

Signature of Bidder with Seal

Signature of the Contractor with Seal

ANNEXURE V**NO DUES CERTIFICATE**

(To be submitted when the Contract is cancelled/Terminated/Completed for refund of Security amount) DEED OF INDEMNITY EXECUTED IN FAVOUR OF THE LIFE INSURANCE CORPORATION OF INDIA

(On Non Judicial Stamp Paper of Rs.500/-duly notarized)

- 1) This deed of indemnity executed on at Dharwad by/on behalf of (Name and address of the Catering Services Provider)(herein referred to as the Service Provider/Contractor) favoring Divisional Dharwad office, LIC of India, Dharwad (Herein referred to as the Senior Divisional Manager) having their office at College Road, Dharwad 580001 witness as follows:
- 2) The Contractor had been working for the Senior Divisional Manager, DO, LIC of India, College Road Dharwad for Providing Catering Services.
- 3) The Contractor has made a Security deposit of Rs (5% of the Contract Value) for providing Catering Services.
- 4) The Contract for providing Catering Services on contractual basis has been completed by me and or the Contract has been terminated/Cancelled by the Senior Divisional Manager, DO, LIC of India w.e.f. _____
- 5) We have paid all dues of the workers engaged in aforesaid Catering Services and have also paid all the bills of the materials purchased from various vendors/suppliers for the purpose of the mentioned Catering services
- 6) The Contractor having satisfied the Senior Divisional Manager, LIC of India, DO Dharwad that there are no outstanding dues of any sort and also that he has not caused any damage to the property of DO Dharwad and on the request of the Contractor the Senior Divisional Manager, DO Dharwad has agreed to refund the aforesaid Security deposit.
- 7) Now in the above premises and in consideration thereof, the Contractor agrees and undertakes as follows:
- 8) In the event of any dues to the workers found to be still unpaid or any amount found outstanding to the supplier of goods and articles purchased for the purpose of aforesaid Catering Services as provided to DO, Dharwad or in the event of any damage, breakage or any other injury to the property of DO, Dharwad caused by the Contractor or his workers, the Contractor shall, on being required by the Senior Divisional Manager, DO Dharwad pay and make good all those dues or damages forth with.
- 9) In the event of delay or failure to pay or make good any amount in the above connection which the Senior Divisional Manager, DO Dharwad, has to pay or make good any such bills or incur any expenses or defend any proceedings with regard to the above, the Contractor (Name of the Contractor) hereby undertakes to indemnify the Senior Divisional Manager, DO Dharwad against all claims, demands, expenses, losses, proceedings and all liabilities of whatsoever nature.
- 10) We hereby confirm that we have complied with our all statutory duties and obligations as mentioned in the Tender, Agreement as well as various statutes as applicable to the Contract labour.
- 11) We also confirm having remitted all statutory deposits, as applicable, to the concerned
- 12) In witness whereof the Contractor has signed this deed of indemnity at the place and date above mentioned in presence of following witness:

Witness:

1) **Signature :**
Address :

Name :

2) **Signature :**
Address :

Name :

Signature of the Contractor with Seal (Indemnifier)

Signature of the Contractor with Seal

ANNEXURE- VI**(AFFIDAVIT ON STAMP PAPER OF Rs. 500/- REGARDING NON BLACKLISTING/
PROSECUTION/DEBARMENT)****(To be notarized)**

Date:

I/We, hereby depose that neither me nor our Organization (Name of the Organization)_____

Including our Partners/ Shareholders/ Directors have ever been blacklisted/ prosecuted/
Debarred by any Organization/ Departments/ Statutory Body(ies) in any State or by any Courts
of Law for lapses while rendering the services nor I/We have rescinded/ abandoned any Catering
and house Keeping Services Contract awarded by any of the clients before the expiry of
stipulated period of contract and that I/We have no criminal antecedent and no person with
criminal antecedent shall be placed on duty in the Divisional Office , LIC of India located at
Dharwad.

Witness:

Deponent

Signature : _____(Bidder)

Full Name (Block Letters)_____

Address : _____

Verification

Verified at _____ on _____ and the contents mentioned/ stated above in this
affidavit is true to the best of my knowledge based on firm records and no information is hidden
there from.

(Bidder)**Place:****Signature of the Bidder with Rubber Stamp/****Seal****Date:**

Signature of the Contractor with Seal

DECLARATION

I/We hereby agree to all the Terms & Conditions mentioned in Catering Contract work tender of LIC OF INDIA, DO, Dharwad without any condition whatsoever. I also further agree that all the deficiencies will attract penalty and the recovery will be affected without any notice to me, in the event of my/our application being declared as the successful Bidder.

Signature of the Contractor
(Date & Stamp of the Company)

Bid-Security Declaration

To

The Senior Divisional Manager
 Divisional Office,
 LIC of India,
 Dharwad.

**Re: 1. Your Catering Contract Tender.
 2. Your Bid No. _____**

I/We irrevocably declare as under:

I/We understand that, as per your Catering Tender Notice ref: _____, Dated _____
 BIDS MUST BE SUPPORTED BY A Bid Security Declaration in lieu of Earnest Money Deposit.

I/We hereby accept that I/We may be disqualified from bidding for any contract with you for a period of three years from the date of disqualification as may be notified by you (without prejudice to LIC's rights to claim damages or any other legal recourse) if,

1. I am/We are in a breach of any of the obligations under the bid conditions.
2. I/We have withdrawn or unilaterally modified/amended/revised, my/our Bid during the bid validity period specified in the form of Bid or extended period, if any.
3. On acceptance of our bid by LIC, I/we failed to deposit the prescribed Security Deposit or fail to execute the agreement or fails to commence the execution of the work in accordance with the terms and conditions and within the specified time.

Dated on _____ day of _____ month _____ year.

Signature:

Name & Designation of the Authorized person signing the Bid-Securing Declaration Form.

(Note : In case of a Joint Venture, the Bid Security Declaration must be in the name of all partners to the Joint Venture that submits the bid).

Signature of the Contractor with Seal

Form of Bid-Security Declaration

To

The Senior Divisional Manager
Divisional Office,
LIC of India,
Dharwad

Re:

1. Your Catering Contract Tender.

2. Your Bid No. _____

I/We, the undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid-Security Declaration.

I/We accept that we will automatically be suspended from being eligible for bidding in any contract with LIC Of India for the period of time of 3 years starting _____, if we are in breach of our obligation(s) under the bid conditions, because we:

(a) _ have withdrawn our Bid during the period of bid validity which is of Six months specified in the Letter of Bid; or

(b) having been notified of the acceptance of our Bid by LIC Of India during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with Sl.No.17 & 18 under the heading "Part-4 Other Terms & Conditions" of the Tender Document.

I/We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of our notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Dated on _____ day of _____ month _____ year.

Signature:

Name & Designation of the Authorized person signing the Bid-Securing Declaration Form.

(Note: In case of a Joint Venture, the Bid Security Declaration must be in the name of all partners to the Joint Venture that submits the bid.

Signature of the Contractor with Seal

FINANCIAL BID

The Prices should be quoted in respect of all the items given below:

a. Break fast

| Particulars | Quantity Nos. | Weight [in grams] | Price [in Rs.] |
|--|---------------|-------------------|----------------|
| Idly- chutney/sambar | 2 | 120 | |
| Masala/Onion/Rava Dosa with chutney & sambar | 1 | 120 | |
| Poori with Saagu/Chutney | 3 | 120 | |
| Upma with Chutney | 1 plate | 120 | |
| Shira | 1 plate | 120 | |
| Urad Dal Vada | 1 | 60 | |
| TOTAL(a) | | | |

b. Lunch

| Particulars | Quantity | Nos. | Weight [in grams] | Price [in Rs.] |
|--|----------|------|-------------------|----------------|
| Chapathi (2 Nos)/Jowar Roti(2 Nos)/Poori (3 Nos) Rice (1 plate), Palya,Sambar,Rasam, (1 cup each) Happala.Buttermilk. Pickles | 1 plate | | | |
| Palao/Bisibele Bath/Veg Fried Rice/Curd Rice/Vaangi Bath/Dal Kichdi | 1 plate | 1 | 150 | |
| TOTAL (b) | | | | |

c. Cost towards Snacks & Beverages

| Particulars | Quantity | Nos. | Weight [in grams] | Price [in Rs.] |
|----------------------------------|----------|------|-------------------|----------------|
| Tea/Coffee/KT/Badam Milk/Kashaya | 1 Cup | 1 | 90 ml | |
| Buttermilk | 1 Glass | 1 | 200 ml | |
| Bonda Soup | | 1 | 150 | |
| Aloo/Veg Bonda with chutney | | 2 | 120 | |
| Pakoda with chutney | | 4 | 120 | |
| Mangalore Bajji | | 4 | 120 | |
| Mirchi Bajji | | 2 | 120 | |
| Girmit/Avalakki/Soosla | 1 plate | 1 | 120 | |
| TOTAL (c) | | | | |
| TOTAL (a+b+c) | | | | |

Price to be quoted for all the items mentioned above.

Signature of the Contractor with Seal

Annexure-X

The daily consumption at the Canteen towards Breakfast, Meals and Tea/Coffee etc., mentioned above, depends upon requirement of the Staff & visitors (Person who will order & pay for these items). **LIC, DO Dharwad does not guarantee any minimum number.**

I declare that I have read and understand the following points under "Mandatory Submission of Price Break-up of Bid and Disqualification ". (Note: The amount mentioned as Total bid value should be equal to Bid Price quoted in GeM Portal)

**Signature of the Contractor
(Date & Stamp of the Company)**

Signature of the Contractor with Seal

Mandatory Submission of Price Break-up of Bid (Financial Bid) and Disqualification.**1. Mandatory Requirement:**

The bidder is mandatorily required to submit a detailed Price Break-up (PBU) reflecting the components of the total bid value (L1 price) as quoted on the GeM portal. This PBU must be uploaded as a clearly labeled document (e.g., in PDF or Excel format, as specified) in the Financial Bid section of the GeM portal before the Bid Closing Date and Time. The format for the PBU is, as specified in Annexure X.

2. Consequence of Non-Submission(Disqualification):

Failure to submit the mandatory Price Break-up(Financial Bid) document by the Bid Closing Date and Time shall render the bid Non-Responsive and liable for outright disqualification.

SCOPE OF SERVICE

CATERING SERVICES AT Divisional Office, Dharwad

The Contractor will bear the Material and Labour cost and provide Services as specified below

| Sl. No. | Nature of Meal | Specified Persons | Frequency | Contents | General Timings | Venue |
|---------|---------------------|---|---------------------------|---|-------------------------------|--|
| 1 | BreakFast/Beverages | Staff, Agents, Policy Holders, Contract Staff at Jeevan Prakash, LIC DO, College Road, Dharwad | On all working Days | AS PER MENU SPECIFIED IN THE Schedule-D & subsequent changes APPROVED BY DO | 08:45 AM to 10:00 AM | Canteen Hall, LIC DO, Dharwad |
| 2 | Beverages | | | | 11.00 AM TO 12.00 PM | DO Bldg., PREMISES FLOORS at respective desks of staff |
| 3 | Lunch | | | | 01:30 PM to 02:00 PM | Canteen Hall, LIC DO, Dharwad |
| 4 | Beverages & Snacks | | | | 3.30 PM TO 4.30 PM | DO Bldg., PREMISES FLOORS at respective desks of staff |

Signature of the Contractor with Seal

SCOPE OF SERVICE***CATERING INFRASTRUCTURE MAINTENANCE***

- 1) Dining Hall–Before and after each meal to be swept and mopped.
- 2) Kitchen–Platform and floor and shelves to be cleaned Daily at regular intervals
- 3) Disposal of Kitchen Garbage–Daily at regular intervals.
- 4) Dining Hall to always smell fresh and with the aroma of Hot, Delicious food.
- 5) Used utensils/plates to be removed once the bin is full.
- 6) Dining Floor to be kept dry and ensure that no water is on the floor to avoid slippery floor.
- 7) All electrical appliances are to be used only as per need. Lights and fans are to be switched off when not in use.

NOTE:

I. Timing for carrying out work pertaining to the above noted services shall be as advised from time to time by the Senior Divisional Manager, Divisional Office, Dharwad.

STANDARD OF SERVICE

- 1) The Contractor must ensure compliance of the provisions of Food Safety and Standards Act 2006, Food Safety and Standard Rules 2011, Rules and Regulations of Central Government/Karnataka Government /Local Municipal Authorities and other statutory requirements as relevant to running canteen and providing catering services in the Divisional office. In case any penalty is imposed by the Central Government /Karnataka Government /Local Municipal Authorities, then it shall be the responsibility of the Contractor to bear the same and any fine/penalty/legal expenses incurred by the Divisional Office on this count shall be recovered from the Contractor or Contractor's Security Deposit.
- 2) The Contractor shall ensure that the Kitchen, Dining Hall and Wash basins are well maintained and properly cleaned for absolute hygiene and shall not permit litter of garbage/refuse etc. anywhere including the washbasin, lavatories and open space.
- 3) The Contractor shall be responsible for disposal of garbage, waste etc. to a proper dumping ground as prescribed/permitted by Local Municipal Authorities, at his cost and resources.
- 4) The food items and eatables served to the staff & guests shall be of quality as specified in Schedule-E and shall be prepared and served at the desired temperature. The service provided to the staff & guests shall be prompt, courteous and orderly. The workers deployed by the Contractor should be healthy, properly dressed in neat and clean uniform, well behaved and properly trained to carry out the services required by them.
- 5) The authorized Canteen Monitoring Committee, Divisional Office shall review the performance of the canteen services frequently and have the authority to inspect such articles of food and provisions being provided by the Contractor and will have full powers to order discontinuance of use of certain food items/raw materials and provision which are not as per specifications mentioned in the Tender Document or are found to be of unsatisfactory standard or on the grounds of hygiene.
- 6) The Contractor shall maintain a register of complaints and suggestions in the dining area displayed prominently, where the Staff/ officials of the Divisional Office can register their complaints/views. The Contractor shall put his own comments/observations on the entries made in the register regarding follow up action taken on complaints and produce the register to the designated officer of the Divisional Office on a regular basis for verification.
- 7) All catering services being provided in the dining hall shall be organized as per the timings given in the Schedule- A of Tender Document or as per modified timings advised by the designated officer of the Divisional Office.
- 8) All left-over food should be properly and promptly disposed of and must not be served again in any manner or form.
- 9) Only fresh vegetables and fruits should be used.
- 10) Cleaning material should be of good quality.
- 11) If the standard of Services as mentioned above or elsewhere in the tender document are not maintained to the satisfaction of the Authorities of the Divisional Office, appropriate penalty as per Penalty Clause will be imposed and amount thereof will be deducted from the Contractor or Contractor's Security Deposit.

Signature of the Contractor with Seal

SCHEDULE-D**SCHEDULE OF FOOD ITEMS**

| Sl. No | Service | Compulsory Items | Any other Additional may be provided from the following | Timings |
|---------------|---|--|---|---|
| 1. | Tea / Coffee / Buttermilk / Milk Morning | Tea / Coffee / Buttermilk / Milk | | 08:45 AM to 10:00 AM |
| 2. | Break Fast | Idly chutney/sambar Upma with Chutney Shira Urad Dal Vada | Masala/Onion/Rava Dosa with chutney & sambar Poori with Saagu/Chutney | |
| 3. | Lunch | Chapathi (2 Nos)/Jowar Roti(2 Nos)/Poori (3 Nos) Rice (1 plate), Palya,Sambar,Rasam, (1 cup each) Happala.Buttermilk. Pickles | Palao/Bisibele Bath/Veg Fried Rice/Curd Rice/Vaangi Bath/Dal Kichdi | 01:30 PM to 02:00 PM |
| 4. | Forenoon/Afternoon Tea / Coffee Milk & Snacks | Tea / Filter Coffee / Buttermilk | Other Snacks from the list in Annexure-X | 11.00 AM TO 12.00 PM and 3.30 PM TO 4.30 PM |

SCHEDULE-E**SPECIFICATIONS OF STANDARDS TO BE STRICTLY FOLLOWED BY CONTRACTOR**

| Ingredients | Standard Specified |
|-------------------------|--|
| COOKING OIL | Branded Groundnut oil / Sunflower oil / Desi Ghee (No local brand is accepted). |
| RICE | Of Good quality |
| FLOUR | Reputed Agmark brands. |
| PULSES & BESAN | Reputed Agmark brand. |
| SWEETS | May be prepared by Vendor or any eatable item purchased from outside, shall have the prior approval of LICl. |
| TEA/COFFEE/BADAM MILK | Branded (No Loose Purchased tea powder) |
| PICKLES | Branded & qualitative |
| MILK/MILK PRODUCTS | Nandini |
| VEGETABLES & FRUITS | Should be fresh and ripe |
| SPICES | Reputed Brands, like MDH, Ashoka, Everest, Badshah, Maharaja, MTR etc |
| BISCUITS | Reputed brands like Britannia, ITC etc |
| ANY OTHER AS PER DEMAND | Branded Items with the approval of LICl. |

NOTE: DO, Dharwad may change these Brands of food material from time to time if the aforesaid Brands are not available in the market, or discontinued, or the Competent Authority feels that the Brand(s) need(s) to be changed so as to ensure the quality of materials.

DEPLOYMENT OF SUPERVISORS AND WORKERS

This tender is inviting offers to provide Catering Services and not for supply or engagement of contract labour and / or materials.

In respect of catering services, the Contractor shall provide adequate number of competent and well- trained workers, Cook, Adequate number of workers for cooking, cleaning, serving etc. to provide uninterrupted service at all times.

- 1) The Contractor/service Provider will be required to pay wages as per the rules of the Labour Act.
- 2) The Contractor should have full control of staff deployed by him and shall give necessary guidance and direction to carry out the jobs assigned to them and will also be responsible for the payment of their wages/dues and other statutory benefits / facilities, if any. The catering and kitchen staff is to be identified separately and not allotted sundry duties elsewhere in the premises. Under no circumstances sweepers/cleaners should be made to work in kitchen or canteen either for cleaning utensils or for serving food.
- 3) The Supervisor and other workers to be deployed should have necessary qualifications and experience. The Supervisor should have working knowledge of English, Hindi and Kannada and other workers should have working knowledge of Kannada.
- 4) The supervisor and other workers deployed by the Contractor should be healthy, free from any communicable disease, medically fit for handling food and certified for fitness before employment. They will be subject to medical examination as and when required and the expenses thereof, if any, will be borne by the Contractor.
- 5) The Canteen Manager shall oversee all the affairs of catering at all times and especially during meal times. This person should have full authority and resources for efficient running of catering service.
- 6) The Contractor shall ensure that the working hours of the Supervisor and Workers are regulated in such a manner that total number of working hours per worker in a day do not exceed as stipulated under the Minimum Wages Act 1948 and other Labour Laws in force including rules framed there under amended from time to time.
- 7) On receipt of Work Order, the Contractor will supply a list of names with the bio-data duly certified along with photograph of all the workers to be deployed under this Contract at the Divisional Office. In case of replacement of workers/Supervisor, his certified Bio data should be immediately submitted to the Divisional Office.
- 8) Canteen Manager will have to inform the DO Admin. Office about the leave/absence of Catering staff for more than one day.
- 9) The Contractor will have to inform office about leave/absence of managers beyond one day.
- 10) The Divisional Office reserves the right to expel any worker(s) of the Contractor who is found guilty of misconduct.

Uniform for the Supervisors and Workers

All workers must wear the prescribed uniforms, caps, gloves, and face masks. The Contractor shall provide different uniforms for **Managers** and other workers. Two sets of Summer Uniform to be provided every year.

The Contractor shall arrange uniform to workers within 15 days of award of contract.

The cost of the uniform for the **Cook** and other workers shall be borne by the Contractor. The Contractor has to ensure that the uniforms are maintained properly and always kept neat and clean by the workers deployed by him.

The Contractor shall be responsible for providing new uniform every year. The cost of such replacement shall also be borne by the Contractor. The Contractor shall be responsible for washing/ironing/maintenance/pre-mature replacement of the uniform and expenses thereof shall be borne by the Contractor. **Accordingly, provision there of may be kept while quoting the rates.**

SCHEDULE-G

Equipment and Facilities Available at DO Canteen (Provided by LICl)

| Sl. No. | ITEM DESCRIPTION | QUANTITY/UNITS |
|---------|-----------------------------|----------------|
| | Granite Top Table | 12 |
| | Steel Top Table | 7 |
| | Plastic Chairs | 79 |
| | Ceiling Fans | 14 |
| | Exhaust Fans | 2 |
| | Water Purifier | 1 |
| | Steel Chairs | 5 |
| | Computer Table | 1 |
| | Cane Chair | 1 |
| | Wall Mounted Fan | 1 |
| | Wooden Table | 1 |
| | Wooden Stool | 1 |
| | Double Burner Cooking Stove | 1 |
| | Tube Light Sets | 26 |

The list is subject to changes.

Cost of repairing of above-mentioned catering equipment's provided by DO, Dharwad shall be borne by the Contractor. **To be arranged by the Contractor: All other things required should be of Good Quality which will be used for Serving and cooking like Additional {Wet grinders, mixies, crockery, cutlery, cooking utensils, glassware and other necessary articles (such as Serving bowls, steel cups for different purposes, steel plates, spoons, steel glasses, tea cups etc.)} required and suitable for running the canteen shall be arranged by the Contractor at his own cost.**

Signature of the Contractor with Seal

SCHEDULE-H**PRE CONTRACT INTEGRITY PACT****General:**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on..... day of the month of2026, 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. (hereinafter called the "BUYER" which expression shall mean and include, unless the context otherwise requires, his successors in office assigns) of the First part. And M/srepresented by Shri..... .(hereinafter called the "BIDDER /SELLER" which expression shall mean and include , unless the context otherwise requires, his successors and permitted assigns) of the Second part.

WHEREAS the BUYER proposes to procure (Name of the Stores/ Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the storesand

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is performing its function under theLIC 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 at a competition price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

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

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

- **Commitments of the BUYER**

The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting on implementation process related to the contract.

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The BUYER will, during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

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

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

- **Commitments of BIDDERS**

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

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.

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.

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.

BIDDERS shall disclose the payments to be made by them to their agents/brokers or any other intermediary, in connection with this bid/contract.

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

Signature of the Contractor with Seal

be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

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

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

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

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

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

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

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

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

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

4. Previous Transgression

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

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

Signature of the Contractor with Seal

5. Earnest Money (Security Deposit):

While submitting commercial bid, the BIDDER shall deposit an amount Rs..... (to be specified in RFP/Tender) as Earnest Money as applicable/Security Deposit, with the BUYER through any of the following instruments:

- (i) Bank Draft of Pay Order in favour of LIC.
- (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
- (iii) Any other mode or through any other instrument (to be specified in the RFP/Tender).

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

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

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

6. Sanctions for Violations:

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

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any; compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the BUYER, and in the case of an Indian BIDDER with interest thereon at 2% above the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% above the LIBOR (London Inter Bank Offer Rate). If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

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

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

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

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

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

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

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

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

7. Fall Clause:

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

8. Independent Monitors:

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

Name address of the Monitor(s):

1. Shri Kata Chandrahas: IRS(Retd); G-1, Reliance homes, 8-2-547/R, Road No.7, Banjara Hills, Hyderabad500034; Email: kchandrahas@yahoo.com, Mob-8008449678
2. Sri G.V. Krishna Rau; Ex-Add. Chief Secy. & Development Commissioner to Govt. Of Karnataka, Villa-116, The Retreat, Tharabanahalli, Chikkajala Post, Bangalore-562157 Email: gvkrishnarau@gmail.com, Mob9880240080

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.

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

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

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

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

9. Facilitation of Investigation:

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

10. Law and Place of Jurisdiction:

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

11. Other Legal Actions:

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

Signature of the Contractor with Seal

12 Validity:

The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract. **12.2** Should one or several provisions of this Pact turn out to be invalid; the remainder of this pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

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

BUYER

BIDDER

Name of the Officer:
Deptt./MINISTRY/PSU

CEO

Designation

Witness

1.....

2.....

1.....

.

2.....

..

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

(** Please specify the "Name of Authority" in place of "Authority Designated" wherever mentioned in the Agreement)

Signature of the Contractor with Seal