



OFFICE OF THE CHIEF ENGINEER,
L.I.C. OF INDIA, NORTHERN ZONAL OFFICE,
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BID II: PREQUALIFICATION BID

Tender No.: LIC/NZ/ENGG/ 266 Dated 13.05.2022

Name of Work: Addition & alteration work i/c Civil ,Electrical ,Telephone & IT Cabling, Fire Alarm System, Air Conditioning, Partition etc. in LIC Divisional Office, Haft Chinari, Srinagar.

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IMPORTANT INSTRUCTIONS

Contractors are advised to read prequalification criteria carefully for their eligibility and submit their bid accordingly. Uploading of all requisite documents with BID-II for considering eligibility and opening of financial bid is a must. Brief particulars of some of the essential documents required to be submitted are listed below:

S.No.	Requirement	Document to be uploaded
1	Constitution of Firm	Self attested copy of Constitution of Organization/ firm.
2	For proof of Average annual financial turnover on Construction activities during last 5 (FIVE) financial years, ending 31st of the previous financial year i.e. 31.03.2022	(i) Self attested copies of audited balance sheets of last five financial years duly certified by Chartered Accountant with registration number of CA. (ii) CA certificate showing annual turnover in last five financial years. (iii) In case of work completed in Private Organization, the copies of Form 16 A / Form 26 A of relevant period.
3	Bank solvency certificate / Net Worth Certificate	Self Attested Copy of Bank solvency certificate / Net Worth certificate as per Proforma enclosed whichever is applicable , as per requirement mentioned in bid document.
4	Requisite tender processing fees + GST on tender fees	As per details mentioned in BID-I
5	Earnest Money Deposit	As per details mentioned in BID-I
6	Qualifying value of work as per requirements mentioned in Pre-qualification Tender Notice	(i) Self attested Copies of completion certificates and performance report as per attached format in support of similar nature work completed. (ii) Letter of Intent / Final bill copy / Agreement in support of similar nature work completed. (iii) For qualifying works executed by bidder in private sector, the details of payment received duly certified by the Chartered Accountant i.e. copy of paid final bill, Form 26AS / Form 16 of relevant period for verification of amount of work done.
7	Attestation of all documents	All the documents are to be self attested by an authorized person of the applicant. with an undertaking that full responsibility is taken by him/ her on behalf of the applicant for submitting documents' veracity
8	Authenticity of all documents	Documents to be submitted by the bidders must be self attested, authentic, verifiable and genuine. If any document submitted / uploaded by the bidders is found false, forged or fabricated during verification process and/ or after opening of Price Bid, not only EMD will be forfeited in totality but also bidder will be debarred from LIC of India from participating of tendering for a period of 3 years and such information will also be shared with other organizations.
9	Pre Contract Integrity Pact	Signed and stamped copy of Pre Contract Integrity Pact as per proforma available in the bid documents .
10	Enrolment Form	Duly filled-in and signed & stamped copy of Enrolment Form mentioning all required details.
11	PAN card, GST Registration	Self attested Copy of PAN Card, GST registration to be uploaded.
12	Cancelled Cheque	Copy of cancelled Cheque of the firm to be uploaded.

PRE-QUALIFICATION TENDER NOTICE(NIT)

Life Insurance Corporation of India intends to invite Percentage rate e-Tenders in **THREE BID Tendering Systems** for Addition & alteration work i/c Civil & Electrical work, Telephone & IT Cabling, Fire Alarm System, Air Conditioning, Partition etc. in LIC Divisional Office, Haft Chinar, Srinagar as per detailed specifications and Bill of Quantity attached. The proposed work includes including Civil & Electrical work, Telephone & IT Cabling, Fire Alarm System, Air Conditioning, Partition works.

The Bid Documents shall be downloaded from e-Tendering system portal:
<https://www.tenderwizard.com/LIC>

The Eligibility Criteria for pre-qualification and provisional selection for opening of Price Bid are as detailed below:-

The Eligibility Criteria -

Sl. No.	Description	Requisite Value for pre-qualification
1	Estimated cost of Work :	Rs. 57 Lakh
2	Completion period in month :	3 Months
3	Solvency / Banker Certificate or Net worth certificate (any one to be submitted) :	
A	Minimum bank solvency* (not to be older than One year from the last date of submission of bid) [Sample Proforma for Solvency Certificate is enclosed herewith] : *Solvency Certificate : Solvency Certificate : Bank solvency not more than one year old from the last date of submission of bid. The solvency certificate to be obtained from scheduled commercial (i.e. Indian or Foreign Bank included Second Schedule of Reserve Bank of India Act 1934 excluding cooperative Banks or Regional Banks or Regional Rural Banks). (Sample form for Solvency Certificate- Annexure-I is attached	Rs 22.80 Lakh
	OR	
B	Net worth Certificate of minimum value: Note -The requisite Net worth shall be duly certified by a Chartered Accountant with his Seal/ signatures and registration number. (Sample form for Net worth Certificate - Annexure-II is attached).	Rs 5.70 Lakh

Sl. No.	Description	Requisite Value for pre-qualification
4	Minimum Annual average Turnover -The applicant should have average annual financial turn over put to tender of contract works and shall be derived by considering average of any five financial years having maximum turn over amongst last five financial years ending 31st March 2022 .	Rs 28.50 Lakh
5	Qualifying value of work completed during last 7 (Seven) years ending last day of month previous to the one in which applications are invited should be either of the following :	
A	Three similar** completed works costing not less than the amount equal to :	Rs 22.80 Lakh
	OR	
B	Two similar** completed works costing not less than the amount equal to :	Rs 28.50 Lakh
	OR	
C	One similar** completed work costing not less than the amount equal to :	Rs 45.60 Lakh
D	If all the qualifying work (s) is / are executed by the bidder with Private Organization, then in addition to above Qualified Work(s) , : One completed work of <u>any nature</u> costing not less than the amount Rs 22.80 Lakh, with Central govt. department/ State Govt. Department/ Central Autonomous Body/ State Autonomous Body/ Central Public Sector Undertaking/ City Development Authority/ Municipal Corporation of City formed under any act by Central/ State Government and published in Central/ State Gazette.	Rs 22.80 Lakh
	Notes : - For qualifying value of work completed by bidder, amount of Service Tax and GST on works contract shall not be considered. (1) The value of executed work (by the bidders in last 7 years) shall be brought to current costing level by enhancing the actual value of work at a simple rate of 7 % per annum; calculated from the date of completion of the work to the date of Bid-II (Qualification Bid) opening.	

Sl. No.	Description	Requisite Value for pre-qualification
	(2) ** Similar Nature of work means: : Interior / Modernization work or Construction including modernization/Interior nature of works in office building, residential building, shopping complex, commercial building, institutional building but not industrial building like Ware house, factories, plants, etc, unless otherwise mentioned specifically. (3) For qualifying works executed by bidder in private sector, he should submit completion certificate / performance report in given format supported with copy of Letter of Award & Agreement, the details of payment received duly certified by CA i.e. copy of paid final bill, Form 26 AS / Form 16 A of relevant period for verification of amount of work done. (4) Average annual financial turnover on Construction activities during last 5 financial years, ending 31st of the previous financial year i.e. 31.03.2022 duly certified by Chartered Accountant. (5) Even though the Bidder has executed similar nature work of qualifying amount/s, he will not be pre-qualified if there is unjustified delay in completion of the work by more than 25 % period. (Permissible time means Schedule Time Limit + justified extended time allowed without imposing Liquidated Damages/ Penalty). <u>The proforma in which the Bidder should obtain the performance certificate for the executed works is enclosed in Bid II Annexure - G.</u> (6) Bidder as a Joint Venture is not eligible for participating in the Bidding. (7) All the qualifying works as mentioned in Sl. No. 5 should be verifiable by LIC Engineers All participating Bidders must have valid GST registration certificate . . As per GST Act there is no such condition which makes him mandatorily register in the State where they are making supplies .Rather GST registration should be obtained by taxable person under GST in each of the State or Union territory , from where the taxable supply of goods or services is made. As such vendor if making inter state supplies he shall charge IGST and if making intra –state supplies he shall charge CGST plus SGST/UTGST in his invoice.	

Notes :- For qualifying value of work completed by bidder, amount of Service Tax and GST on works contract shall not be considered.

Documents to be submitted by the bidders must be self attested, authentic, verifiable and genuine. If any document submitted / uploaded by the bidders is found false, forged or fabricated during verification process and/ or after opening of Price Bid, not only EMD will be forfeited in totality but also bidder will be debarred from LIC of India from participating of tendering for a period of 2 years and such information will also be shared with other organizations.

Only contractors who are fulfilling above criteria shall participate in the e-tendering process.

The Tender Documents consist of BID I (EMD, Tender Processing Fees and GST on tender fees), BID II (Pre-qualification Bid) and BID III Part-I & Part-II (Financial bid). The bidders shall go through the BID-I, BID-II and BID –III (Financial Bid) before submitting the bid.

The bidders have to submit the Bids as under :-

(1) BID I (EMD & Tender Processing Fee) :

- (A) Requisite Earnest Money Deposit of **Rs 28510/ (Rupees twentee eight thousand five hundred ten Only)** & tender processing fees of **Rs. 2,000.00** (non refundable) along with GST on tender fees of **Rs. 360/-** = Total amounting to **Rs. 2,360.00** shall be deposited as per details given in **BID-I** (EMD & Tender Processing Fee BID) and before the closing dates mentioned in Key Dates.

Proof of remittance i.e. scanned copy of DD/Pay order/ Bankers Cheque or transaction number with copy of UTR (in case of online payment) shall be attached/ uploaded on e-tender portal in BID-I towards payment of Tender Processing Fees and Earnest Money Deposit and details may be mentioned in the BID-I i.e. EDM and Tender Processing Fees.

(2) BID II : Prequalification Bid (Enrolment form with Annexure) :

The bidders shall upload the filled in and signed scanned copy of the enrolment form on e-Tender Portal along with scanned copies of self attested / certified documents by giving identification of certifying authority of all the supporting documents / attachments/Completion Certificates/ statement of Accounts duly certified by Chartered Accountant with Registration No etc.. All documents to be uploaded shall be self attested by the authorized person of bidder with an undertaking that full responsibility is taken by him/ her on behalf of the bidder for veracity of submitted documents.

Scanned copy of the signed & stamped Integrity Pact by the Bidder shall also be uploaded in BID –II.

The Format of necessary documents which need to be submitted are attached. The bidder can download the same and submit the scanned copy of duly filled in or typed documents as per instruction mentioned therein.

(3) BID III : FINANCIAL BID :

The Financial Bid Consists of Letter to contractor, letter from contractor, Technical specifications, Tender Document, **Schedule of Quantities**, etc. The Tenderer shall download the Tender Documents, read it carefully before quoting the percentage rate. The percentage rate in figure shall be quoted in the template and shall be uploaded on E-tender Portal Signed electronically with a Digital Signature Certificate (DSC). No other document, conditions shall be uploaded along with documents of FINANCIAL BID.

Please note that all bids are to be submitted online only. Only Bank Guarantee/ Demand Draft / Pay Order towards Earnest Money Deposit shall be submitted physically on or

before the last date & time as mentioned in key dates for submission of these instruments.

Process for Selection of Bidders:-

The BID-I & BID-II will be opened on date & time mentioned in Key dates of activities after the verification of Tender Fees + GST on Tender Fees and EMD . The extended date for opening of these bids, if any, will be uploaded on e-tender website only.

After opening of BID-I & BID II, all the documents submitted by the bidders will be processed for verification to the respective authorities and inspection of works shall also be initiated.

However, the selection of bidders shall be done, provisionally, based on the documents submitted by the bidders and based on the prequalification criteria mentioned in the bid documents & verification of documents submitted by the bidders. Financial bids of provisionally selected bidders shall be opened later on for which intimation shall be published on e-tender website only.

All documents submitted by the bidders along with their pre qualification application shall be verified. The process for award of work to lowest bidder shall be done only after satisfactory verification of submitted documents, receipt of satisfactory confidential reports from past employers and receipt of satisfactory inspection reports submitted by LIC Engineers for the work executed by lowest bidder.

In case the documents submitted by lowest bidder are found false/ forged/ fabricated in part or full during verification process and / or after opening of price bid not only earnest money deposit will be forfeited in totality but also they will be debarred from LIC of India from participating for period of three years and such information will also be shared with other Organizations.

In case non satisfactory confidential report/s from past employer for the work executed and / or unsatisfactory inspection report/s of the work/s executed or work/s in progress by lowest bidders by LIC Engineers is/ are received, the lowest bid is liable to be cancelled. In this case the EMD submitted by the lowest bidder shall be refunded.

The credentials of works executed under Joint-Ventures system and applications from Joint Venture agencies shall not be accepted.

The Chief Engineer reserves the right not to open financial bid of any or all the bidders at his sole discretion without assigning any reason whatsoever.

It is mandatory for all bidders to submit an Integrity Pact along with the tender (Format provided in BID -II.) duly signed and stamped.

The tender processing fees and GST on Tender Fees are non refundable and will not be refunded in any case.

E-Tendering Programme

- Online bids are hereby invited for the works mentioned below through online e-Tendering System portal <http://www.tenderwizard.com/LIC> from the intended contractors.

Sr. No.	Name of Work	Estimated Cost	Earnest Money Deposit (EMD)	Tender Document Fee + GST
1.	Addition & alteration work i/c Civil, Electrical, Telephone & IT Cabling, Fire Alarm System, Air Conditioning, Partition etc. in LIC Divisional Office, Haft Chinar, Srinagar	Rs 57.00 Lac	Rs 28510.00	Rs. 2,000.00 + 360.00 = 2,360.00

- Possession of Digital Signature Certificate (DSC) and registration of the contractors on the portal i.e. <http://www.tenderwizard.com/LIC> is a prerequisite for e-Tendering.

For Registration and for further details on e-tendering, please visit website at <http://www.tenderwizard.com/LIC> or below mentioned Helpdesk details.

Office Address : E-Tender helpdesk
#24, Sudha Complex, 03rd Stage, 04th Block,
Basaveshwaranagara, Bangalore - 560079,

Help Desk Contact Details: Tel: 080-40482000/121/133/140

Name, Mobile Nos. & email address of Contact persons:

Name	Mobile No	e-mail address
Mr. Lokesh H.R.	9686115304	lokeshhr@antaressystems.com
Mr. Jatin Yadav	08800558944	jatin.y@antaressystems.com

Key Dates :

Sr. No.	Stage	Start Date & Time	Expiry Date & Time
1	Downloading of Tender Documents	13.05.2022 17:01 Hrs.	03.06.2022 15.00 Hrs.
2	Pre Bid Discussions	26.05.2022 11:30 Hrs	
3	Deposit of Tender Processing Fees & EMD		
(a)	In case of Demand Draft/ Pay Order/ Banker's Cheque towards EMD and Tender Fees with GST (in sealed envelope) - Physical Submission ((Except holidays)	14.05.2022	03.06.2022 15.00 Hrs
(b)	In case of online payment/ NEFT/ RTGS payment only (Payment through IMPS will not be accepted) towards EMD & Tender Fees with GST	13.05..2022 17.02 Hrs	02.06.2022 23.59 hrs
4	Online submission of tender BID I, BID II & BID III (Part I and Part II)	13.05.2022 17:02 Hrs.	03.06.2022 15:30 Hrs.
5	Opening of BID- I & BID- II	The Bid-I (EMD and Processing fee) & Bid – II (Prequalification) will be opened on 03.06..2022 at 15.30 hrs. after the verification of Tender Fees & EMD. Information regarding Extension for opening of bids, if any, will be uploaded in Portal https://www.tenderwizard.com/LIC	
6	Opening of BID-III (Financial Bid)	Information shall be uploaded in Portal https://www.tenderwizard.com/LIC at a later date	
7	Venue of the Pre-Bid meeting	Office of the Chief Engineer, L.I.C. of India, N.Z.O., Engg. Deptt., 2 nd Floor, Jeevan Prakash Building, 25-K.G. Marg, New Delhi – 110 001	

INSTRUCTIONS IN REGARD TO SUBMISSION OF TENDERS

NOTE: Tenderer should note that non-compliance of the following instructions will render the tender liable for rejection.

1. Address at which Bank Guarantee and/ or Demand Draft towards EMD to be submitted (Physical submission before the due date & time mentioned in key dates):

The Chief Engineer, L.I.C. of India, Engineering Department, 2nd Floor, “Jeevan Prakash Building”, 25, K. G. Marg, New Delhi – 110 001

2. Last date for online submission of tenders: **As per Key Dates.**

3. Tenderer should ensure that the bid is submitted online before the due date and time specified in the Key Dates of online tender.

4. Tenderer should fill in all the relevant information in prescribed templates/forms and put his Digital signature on the relevant places as required in the e-tendering System.

5. The **percentage** rates in BID page should be filled in as per the format given in the online e-Tender.

6. No liability whatsoever will be admitted nor claim allowed in respect of errors in the submitted tender due to missing / duplicate uploaded documents.

7. Proforma of Articles of Agreement should not be filled in by the tenderer. While the contract shall be deemed to have come into existence on issue of letter of acceptance to the successful tenderer, formal agreement shall be signed thereafter with the successful tenderer on non-judicial stamp paper of requisite value as per the proforma of Articles of Agreement.

8. Tenderers have to deposit Earnest Money Deposit as per the modes available & mentioned in BID-I i.e. EMD bid. Any tender, which is not accompanied by EMD, shall be summarily rejected. No interest will be paid for the period during which the earnest money lies in deposit with the Employer.

9. The tender shall be accompanied by a certified true copy of Power of Attorney in favour of the signatory to the tender documents. If the tender is submitted on behalf of a firm, it must be signed either by all partners or person holding a valid power of attorney from all partners constituting the firm. The person signing the tender on behalf of another partner(s) or on behalf of a firm on Company shall attach with the Tender a proper Power of Attorney duly executed in his favour by such other person(s) or by all the partners in accordance with the Constitution of the Company / Articles of Association, stating that he has the authority to sign on behalf of such other person(s) of the firm or the Company as the case may be, in all matters pertaining to the contract including the Arbitration Clause. The tenderers can submit the scan copy of the same on the online portal.

10. Contractors are warned that Cash, or Encashable Cheque, or Insurance Guarantee, or Fixed Deposit receipt in lieu of the aforementioned form of Earnest Money remittance will not be accepted.

11. Tenders containing errors are liable to be considered non-bonafide at the discretion of the Chief Engineer

12. Tenderer should note that tender should remain open for consideration for a minimum period of **THREE MONTHS** from the last date of submission of bids. Validity of BG submitted for EMD shall be 6 months from the last date of submission of bids.

14. The Life Insurance Corporation of India reserves the right to accept any tender or to accept tenders in part; to reject any or all tenders without assigning reasons thereof.

15. Contractors should fill in their “PERCENTAGE RATE” (Below / at Par / Above) in the price bid sheet or prescribed form provided on online portal in both FIGURES and WORDS.

INFORMATION & INSTRUCTIONS TO BIDDERS FOR USING ONLINE ELECTRONIC TENDERING SYSTEM FOR SUBMISSION OF E-TENDERS

1. All the Contractors intending to participate in the tenders processed online, are required to get registered for the Electronic Tendering System on the Portal <https://www.tenderwizard.com/LIC>
2. Tender Document can be down loaded as per key dates from website.
3. The Last Date of Submission of online Bids is as per key dates mentioned in bid documents.
4. **Obtaining a Digital Certificate :**

The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. Digital signature certificate has two keys i.e. Public Key and Private Key. Public Key is used to encrypt the data and Private Key is used to decrypt the data. Encryption means conversion of normal text into coded language whereas decryption means conversion of coded language into normal text. These Digital Certificates are issued by an approved certifying authority, by the controller of Certifying Authorities, Government of India.

The contractors may obtain Class III digital certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities on the portal <http://cca.gov.in>. or may obtain information and application format and documents required for issue of digital certificate from one such certifying authority given below which is :-

S.N.	Certifying Authority	S.N.	Certifying Authority
1	TATA Consultancy Services Ltd., 11 th Floor, Air India Building, Nariman Point, Mumbai-400021 website – www.tcs-ca.tcs.co.in	5	MTNL Trustline CA, O/o DGM (IT-CA), 5515, 5 th Floor, Core-V Mahanagar Doorsanchal Sadan, CGO Complex, MTNL, Delhi- 110003. Website – www.mtnltrustline.com
2	Sify Communications Ltd. III Floor, Tidel Park, 4 Canal	6	(n)Code solutions 301, GNFC Tower, Bodak

	Bank Road, Taramani, Chennai-600113. Website – www.safescrypt.com		Dev, Ahmedabad-380054, Gujarat. Website – www.ncodesolutions.com
3	iTrust CA (IDRBT) Castle Hills, Road No.1, Masab Tank, Hyderabad, Andhra Pardesh - 500057. Website – idrbtca.org.in	7	National Informatics Centre Ministry of Communication and Information Technology, A- Block CGO Complex, Lodhi Road, New Delhi-110003. Website https://nicca.nic.in
4	e-Mudhra CA, 3i Infotech Consumer Services Ltd, 3 rd Floor, Sai Arcade, Outer Ring Road, Devarabeesanahalli, Bangalore-560036, Karnataka Website – http://www.e-Mudhra.com		

5. Contractors may contact the e-tendering service provider on following telephone numbers or e-mail address for any kind of support activities:

Name	Mobile No	e-mail address
Mr. Lokesh H.R.	9686115304	Lokesh.hr@antaressystems.com
Mr. Jatin Yadav	8800558944	Jatin.y@antaressystems.com

E-Tender helpdesk :

#24, Sudha Complex,
03rd Stage, 04th Block
Basaveshwaranagara, Bangalore- 560079
dscprocessingunit@yahoo.com

7. The Bid (Online Offer) for a particular eTender may be submitted only using the Digital Signature Certificate (DSC), which is used to Encrypt (codified) the data and sign the Hash (Impression of your data) during the stage of Bid Preparation and Hash submission. In case, during the process of a particular eTender, the user loses his Digital Certificate (i.e. due to virus attack, hardware problem, operating system problem), he may not be able to submit the bid online. Hence, the users are advised to keep their Digital Signature Certificates in safe custody.

8. In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate/power of attorney to that User. The firm has to authorize a specific individual via an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of agency for LIC of India, **Northern Zonal Office, New Delhi** as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm. It shall be the responsibility of management / partners of the registered firms to inform the certifying authority or Sub Certifying Authority, in case of change of authorized user and that a fresh digital certificate is procured and issued an 'authorization certificate' for the new user. The procedure for application of a digital certificate will remain the same for the new user.

The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

9. The tenderer is required to check the numbers of the pages and should any be found missing or in duplicate, or the figure or writing indistinct, he must inform the Chief Engineer at once and have the same rectified. Should the tenderer be in doubt about the precise meaning of any item or figure, for any reason whatsoever, he must inform Chief Engineer in order that the correct meaning may be decided upon before the date for the submission of the tender. Similarly if there is/are any ambiguities noticed in any of the tender clauses /Item specifications etc given at different places in tender document, the Tenderer should bring all such ambiguities to the notice of Chief Engineer before submission of tender for necessary rectification.

No liability whatsoever will be admitted nor claim allowed in respect of errors in the submitted tender due to missing / duplicate pages, indistinct writing or any other error in the tender documents which should have been rectified in the manner described above.

10. The Life Insurance Corporation of India reserves the right to accept any tender or to accept tenders in part; to reject any or all tenders without assigning reasons thereof

Note: - Bidders participating in e-tendering shall check his/her validity of Digital Signature Certificate before bidding in the specific work floated online at the website

<http://www.tenderwizard.com/LIC>. Also, the bidder will be held liable solely, in case, while bidding in particular stage - Date & Time expired as per the key dates available on the tender document. Key dates are subject to change in case of any amendment in schedule due to any reason stated by the Department.

TENDER EVALUATION PROCEDURE

Tenders are invited in Three Bid tendering system.

(1) BID I :

(A) If tender fees with GST and / or EMD are submitted in the form of DD / Pay order or EMD is submitted in the form of BG:

Big Sealed envelope consisting of two separate sealed envelopes as per following is to be submitted to our office:

a. Non refundable Tender Fee of Rs. 2000/- + GST @ 18 % on tender fees i.e. Rs. 360/- (non-refundable)= Total Rs 2360/- in the form of Demand Draft/ Pay order in favour of "Life Insurance Corporation of India" payable at New Delhi.

(B) Earnest Money Deposit of Rs 28510/ (Rupees twentee eight thousand five hundred ten Only)

(C) In case of NEFT / RTGS towards Tender Fees and / or EMD:

Please mention the UTR No. in the BID-I in case of online payment of tender fees & GST and EMD. On the due date of opening of BID-I (EMD Bid) will be opened first and the BID-II (Pre-qualification Bid) of contractors whose Tender Fee and EMD found in order shall be opened online.

(2) BID II (Pre-qualification): This bid will be online filled in enrolment form with credentials of contractors. "Pre-qualification" will be selection of contractors on the basis of selection Criteria mentioned in BID-II.

(3) BID III (Financial Bid): The agency shall fill in the Percentage Rate in figures and note that no condition shall be mentioned in the Price Bid. The conditional Tender is liable to be rejected. The Financial Bid will be opened at a later stage of provisionally selected bidders only. Date of opening of FINANCIAL BID will be conveyed to the agencies who qualify in BID I & II.

Note: The EMD of the contractors who do not qualify in Prequalification Bid will be released without opening their Financial bid.

INSTRUCTIONS FOR FILLING AND SUBMISSION OF PRE-QUALIFICATION BID

The Enrolment Form along with the Annexure A1, A2 and B to H shall be completely filled in all respect along with these instructions for filling and uploading of Enrolment Form.

1. Contractors to note that all particulars required as per the form and Annexures shall be filled in completely in relevant strictly as per the format.
2. The forms not submitted strictly as per the above instructions within stipulated period are liable to be rejected,
3. The Pre-qualifying Bid of the eligible agencies, which fulfill the selection criteria, shall be evaluated. Please note that no enquiries or correspondence regarding the selection for issue of tenders shall be entertained.
4. Latest Solvency Certificate / Net worth certificate of an amount mentioned in the pre-qualification tender notice should be uploaded in BID DOCUMENT NO. II.
5. The Contractors are advised to follow the instructions given below :
 - (a) Enrolment Form shall be neatly filled in capital letters or typed and uploaded online in the e-tendering portal duly signed & stamped.
 - (b) Full address of the site of work, owner or authority under whom the works have been carried out should be given (Please refer Annexure D & E).
 - (c) The Tenderer should ensure to submit the satisfactory Completion Certificate giving the value of work, year of completion and it should also tally with the value of final bill in Annexure D.
 - (d) The annual turnover should be based on latest Income Tax Clearance Certificate duly cleared by Income Tax Department or audited balance sheet supported with CA certificate, copy of which should be enclosed.
 - (e) Copy of Agreement in case of works carried out for private agencies should be enclosed.

6. All the documents uploaded are to be self attested by the authorized signatory.

7. Please note that the submission of PQ BID does not confer any right to claim for selection for further tendering process.
8. Chief Engineer reserves the right to reject the PQ BID of the applicant without assigning any reason whatsoever.

Encl: Form of Pre-qualification Bid with Annexure A1, A2 and B to H

**LIFE INSURANCE CORPORATION OF INDIA
ENGINEERING DEPARTMENT
NORTHERN ZONE, NEW DELHI**

FORM FOR PRE-QUALIFICATION BID

I / We _____ am/ are desirous of submitting Pre-Qualification bid for _____ and hereby apply for the same.

I / We give the following details for your consideration.

Sl.No	QUERY			ANSWER
1	Name of the firm		:	
2	Address:			
3	Local Address:			
4	PAN No			
	GST Registration No.			
	EPF Registration No.			
5	Contact Details	Office Phone No.		
		Residence Phone No.		
		Mobile No.		
		Fax No.		
		Email		

6	Month and year in which the firm was established in present name		
7	Particulars of old firm (if present firm is new) if main partners of the present firm were working as construction contractors, in some other name in the past (The partnership deed of old firm be enclosed).		
8	Particulars of sister construction firms, if any		
9	i) What is the constitution of firm viz. Sole Proprietor, Partnership, Pvt. Ltd., Public Ltd., etc.		
	ii) Enclose copy of partnership deed, Articles of Association or Affidavit in case of sole proprietorship as per Annexure A-1 .		
	iii) Fill-in enclosed Annexure A-2 .		
10	Fill and enclose Annexure B giving details of enrolment with LIC of India in the past and with other organizations.		
11	Has the applicant or his partners or Directors been black listed in the past by any Central or State Govt. Deptt. / Organization.		
12	i) Annual Turn Over for last 5 (five) years (enclose documentary evidence or proof to support figures duly certified by Chartered Accountant with membership no.). In case final audited account statements are not available for the last year than provisional account statement can be submitted duly certified by Chartered Accountant.		
		YEAR	Rs. in Lakh
		i 2017-2018	
		ii 2018-2019	
		iii 2019-2020	
iv 2020-2021			

		v	2021-2022	
	ii) What evidence of proof is enclosed to support the amounts of yearly turnover			
	iii) Enclose statement of Accounts of last 5 years as mentioned above duly certified by the Chartered Accountant (i.e. 2017-2018, 2018-2019, 2019-2020, 2020-2021 & 2021-2022).			
13	i) Name and complete postal address of bankers			
	ii) NEFT and Bank Account Details (Photocopy of cancelled cheque should be attach):		Name of Bank: Address of Bank: Name of beneficiary: Account No: IFSC Code:	
	iii) Enclose solvency certificate indicating amount from a Scheduled Commercial (i.e. Indian or Foreign Banks included in Second Schedule of Reserve Bank of India Act 1934 excluding Co-operative Banks or Regional Rural Banks). (The certificate should not be more than One year old from the last date of submission of Bid). Please provide following details about solvency certificate a) Complete address of the Bank who has issued solvency certificate: b)Telephone No. of the Bank connecting Branch Head: c)E-mail ID of the Bank:			
	iv) Bank Guarantee limit with Various		i) Rs.....Lac with.....	

	banks.		ii) Rs.....Lac with..... iii)Rs.....Lac with
	v) Form no. 26AS / Form No.16 A for the relevant period of Qualifying works and final bill of the work executed for private sector		
	vi) Net worth Certificate of minimum value: a) Complete address of the Chartered Accountant: b)Telephone No. of the Chartered Accountant: c) E-mail ID of the Chartered Accountant:		
14	i) Enclose list of immovable properties with complete postal addresses, full description & reasonable market value of property duly supported by certificate of D.M./Collector/First Class Magistrate/ approved valuer. ii) Whose supporting certificate is enclosed		Rs. _____ of _____ Date _____
15	i) Particulars of movable properties along with Banker's reference		
	Value of tools & plants		Rs. _____
	Other Assets		Rs. _____
	Total		Rs. _____
	ii) Whose reference is enclosed?		
16	Fill in and enclose list of tools as per		

	Annexure-C enclosed.		
17	Fill in & enclose Annexure-D giving full particulars about major similar nature works completed during past Seven years NOTE: List of only those works which are carried out by firm requesting for enrolment is to be given.		
18	Work in Progress:		
	i) Whether full details of major work on hand given in Annexure-'E'		
	ii) Are copies of work orders for such large works enclosed		
19	Whether full information regarding permanent technical staff employed given in Annexure 'F'		
20	Whether Annexure 'G' is attached		
21	i) How do you normally carry out works of water supply, sanitary and plumbing installations		
	ii) Who is the license holder and what his experience of this work is.		
22	i) How do you normally get work of Electrical installations carried out		
	ii) Who is the license holder & what is his experience		
23	Any other information the applicant might like to give		

DECLARATION

I/We agree to notify the officer accepting this application for Pre-Qualification of Life Insurance Corporation of India, of any changes in the foregoing particulars as and when they occur and to verify and confirm.

I/We understand and agree that the appropriate Life Insurance Corporation of India Authority has the right as he may decide, not to open Financial Bid tender in any particular case and also to suspend, remove or blacklist my/our name from Life Insurance Corporation of India list of contractors in the event of my/our furnishing false particulars in the pre-qualification bid form or submitting non-bonafide tenders or for technical or other delinquency in regard to which the decision of appropriate Life Insurance Corporation of India Authority shall be final and conclusive.

I/We certify that the particulars furnished in the Pre qualification bid forms are correct and that should it be found that I/We have given a false certificate or that if I/We fail to notify the fact of my/our subsequent amalgamation with another contractor or firm, the Life Insurance Corporation of India may disqualify my/our name from the opening Financial bid.

PLACE:

DATE :

SIGNATURE OF CONTRACTOR

ANNEXURE – A1

AFFIDAVIT

(On Non Judicial Stamp paper of appropriate value Rs.*_____/ - in case the individual who is the sole proprietor of the firm)

I

s/o age years, occupation

business r/o do hereby state on oath as

under:

That I am residing in locality of District

..... since last years.

That I am the sole proprietor of a proprietary concern name and style as

“.....” having it's office at

..... District dealing in business of

Government, civil contracts and ancillary works attached therefore.

Hence this affidavit.

Deponent

Note: This Affidavit should be notarized.

ANNEXURE A2

**LIFE INSURANCE CORPORATION OF INDIA
CONSTITUTION OF FIRM – SOLE
PROPRIETORSHIP/PARTNERSHIP/LTD.CO./OTHER**

DETAILS OF CONSTITUTENTS

Sr. No .	Name of sole partner or Director / other High Officials	Age	Share	Technical Experience			Whether power of attorney Holder
				Year to	As Employee	As contract	
1	2	3	4	5	6	7	8

SIGNATURE OF CONTRACTOR

ANNEXURE – B

PARTICULARS OF ENROLMENT WITH LIC AND OTHER ORGANIZATION

I.

Name of works for	1)	
Which enrolled by	2)	
L.I.C. in the past	3)	
	4)	
Sr. Nos. for which tenders were submitted :		
Sr. Nos. for which work-order was received:		

II. ENROLMENT WITH OTHER ORGANISATIONS:

Sr. No.	Name & Address of Authority with whom you are enrolled	FIRST TIME ENROLMENT		LAST RENEWAL OR ENROLMENT			
		Year to year	Is copy of letter enclosed	Year to year	Class or Category	Limit (Rs. in Lac)	Is copy of letter enclosed
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

SIGNATURE OF CONTRACTOR

ANNEXURE – C

LIFE INSURANCE CORPORATION OF INDIA

PARTICULARS OF SHUTTERING TOOLS AND PLANT

Sr. No.	Item	Specification	Quantity	Estimated Value	Remarks
(1)	(2)	(3)	(4)	(5)	(6)
1.	a) Shuttering plates b) Shuttering Wooden Planks c) Wooden props d) Steel props				
2.	Concrete Mixers				
3.	Concrete Vibrators i) Petrol Driven ii) Electric Driven				
4.	Tower Hoist				
5.	Trucks				
6.	Welding Equipments				
7.	Pump-Sets				
8.	Floor-Polishing Machine				
9.	Cranes				
10.	Others				

SIGNATURE OF CONTRACTOR



LIC OF INDIA, NZO, NEW DELHI

DO and P&GS Jodhpur – Modernization work

ANNEXURE – D

LIST OF MAJOR SIMILAR WORKS COMPLETED DURING LAST SEVEN YEARS

Sr.	Name and Complete Postal Address			Order			Value of work as per final bill (Rs. in Lakh)	Commencement of work month Year	Completion of work month Year	Penalty levied for delay of completion, if any
	Site of Work & Nature of Work	Owner	Authority under whom work was carried	Ref. No. & Date	Contract Amount (Rs. in Lakh)	Is copy enclosed				
(1)	(2)	(3)	(4)	(5)	(6)	(7)	*(8)	(9)	(10)	(11)

Note : Please ensure that the complete postal address including Pin Code and Telephone /Fax number/E-mail address etc are furnished under column No 3 & 4 above.

SIGNATURE OF CONTRACTOR



LIC OF INDIA, NZO, NEW DELHI

DO and P&GS Jodhpur – Modernization work

ANNEXURE – E

LIST OF WORK IN HAND

Sr. No	Name and Complete Postal Address of			Order			Date of commence ment of work	Scheduled date of completion of work	% of work completed.	Progress made and expected date of completion and reasons for delay, if any.
	Site of Work & Nature of Work	Owner	Authority under whom work was carried out	Ref. No. & Date	Amount (Rs. in Lac)	Is copy enclosed				
(1)	(2)	(3)	(4)	(5)	*(6)	(7)	(8)	(9)	(10)	(11)

Note : Please ensure that the complete postal address including Pin Code and Telephone /Fax number/E-mail address etc are furnished under column No 3 & 4 above.

SIGNATURE OF CONTRACTOR

PARTICULARS OF PERMANENT TECHNICAL STAFF

Sr. No.	Name	Designation	Age	Academic Qualification	Service with the Firm	Details of Experience Year to Year
(1)	(2)	(3)	(4)	(5)	(6)	(7)

SIGNATURE OF CONTRACTOR

PERFORMANCE REPORT OF WORKS REFERRED IN PRE-QUALIFICATION BID

- 1.(i) Name of Contractor :
- (ii) Name of work/ project and location :
2. Agreement no. :
3. Estimated cost :
4. (i) Tendered cost :
- (ii) **Final Completion Cost:**
5. Date of start :
6. Date of completion:
 - (i) Stipulated date of completion:
 - (ii) Actual date of completion:
7. Period of delay beyond stipulated date of completion, if any
 - (a) Extended period without imposition of Penalty: Days/ Months
 - (b) Extended period with imposition of Penalty: Days/ Months
8. Performance Report :

I)	Contractors Site organisation	:	(a) Well organized, (b) Adequate (c) Poorly organized
II)	Quality of materials with reference to specifications	:	(a) Good , (b) Satisfactory, (c) Poor
III)	Workmanship and Supervision	:	(a) Good , (b) Satisfactory, (c) Poor
IV)	Labour Relations and facilities	;	(a) Good, (b) Satisfactory , (c) Poor
V)	Attitude towards settlement of disputes and differences	;	(a) Co-operative (b) Non co-operative.
VI)	Safety Record (a) Were there any accidental / structural collapses at site (b) If answer to (a) is Yes, state whether due to		i) Yes ii) No i) Negligence ii) Improper work. iii) Reasons beyond control of the contractor

9. Any other Remarks: -----

Dated

Signature of Authorized Official

(Note: This format shall be part of Pre-qualification Form and the Bidder shall obtain Performance Certificate from the Employer in above format and submit along with Pre-qualification documents)

PROFORMA FOR SOLVENCY CERTIFICATE

Annexure -I

To

Chief Engineer / Dy. Chief Engineer (I/C),

.....Office,

BANKERS CERTIFICATE FROM A BANK

This is to certify that to the best of our knowledge and information that M/s / Shri.....
.....having marginally noted address as a customer of our bank are/ is respectable
and can be treated as good for any engagement up to a limit of Rs.....
(Rupees.....).

This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

(Signature of Authorized official)

For the Bank

NOTE:

1. Banker's certificate should be on letter head of the Bank, addressed to Tender Issuing Authority.
2. In case of partnership firm, certificate should include names of all partners as recorded with the Bank.
3. The bid will not be considered valid if any change to the above format is made.

PROFORMA FOR NET WORTH CERTIFICATE

Annexure II

FORM FOR CERTIFICATE OF NETWORTH FROM CHARTERED ACCOUNTANT

It is to certify that as per the audited Balance Sheet and Profit & Loss Account during the Financial Year, the Net Worth of M/s.....(Name & Registered Address of Individual / Firm / Company) as on 31st March(**previous financial year** from the year in which NIT is published / application invited for Empanelment) is Rs.....(Rupees.....) after considering all liabilities. It is certified that computation of Net Worth based on my / our scrutiny of the Books of Accounts, Records and Documents is true and correct to the best of my / our knowledge.

(Signature of Chartered Accountant)

Name of Chartered Accountant:

Membership No. of ICAI:

Date:

Seal:

Note:

Note:

1. The Net worth Certificate should be on letter head of the Chartered Accountant.
2. In case of Bidder is partnership firm, certificate should include names of all partners as recorded with the Chartered Accountants.

Pro forma of authorization for signing documents on behalf of bidder

TO WHOMSOEVER IT MAY CONCERN

Sub: Authority for signing bid documents on our behalf.

Name of work: - Addition & alteration work i/c Civil ,Electrical ,Telephone & IT Cabling, Fire Alarm System, Air Conditioning, Partition etc. in LIC Divisional Office, Haft Chinar, Srinagar.

We hereby authorize Mr.....

(designation) for signing/ self attestation/ uploading

all documents related to submission of bids for above work on our behalf.

The signature of Mr. below is attested by us.

Signature of Mr.....

Signature attested
(Bidder's signature)

For M/S.....

Stamp.

Date :

(Pre forma of Undertaking by authorized person of bidder taking full responsibility on behalf of bidder for submitting document's veracity)

UNDERTAKING

Name of work: - Addition & alteration work i/c Civil ,Electrical ,Telephone & IT Cabling, Fire Alarm System, Air Conditioning, Partition etc. in LIC Divisional Office, Haft Chinari, Srinagar.

We hereby confirm that all submitted documents are self attested by me on

behalf of the applicant M/S

I further undertake full responsibility on behalf of M/S

for submitting document's veracity for submission of bids for above work.

(Authorized Signatory)

For M/S.....

Stamp :

Date :

PRE-QUALIFICATION BID CHECKLIST

Sr. No.	Description of Enclosure	Refer Item of form	Uploaded YES/NO
1.	Partnership deed/ Articles of Association/ Affidavit (□) Annexure A-1		
2.	Annexure (A-2) as supplied	(Particulars of Partners)	
3.	Annexure – B (as supplied)	(Particulars of enrolment in LIC and other Organization)	
4	Annexure 'C' (as supplied)	(Particulars of shuttering tools/ plant)	
5	Annexure 'D' (as supplied)	(List of major works completed during last 7 years)	
6	Annexure 'E' (as supplied)	(List of work in hand)	
7	Annexure 'F' (as supplied)	(Particulars of permanent technical staff)	
8	Annexure 'G'	Performance report	
	Copies of work orders/ completion certificate	For qualifying works	
9	Proof of Turnover signed by CA	Duly signed by CA with registration no	
10	Form 26 AS/ form 16A	Duly signed by CA with registration no	
11	Solvency Certificate Annexure I or Net worth certificate Annexure II	As per annexure I /II	
12	Certificate of Bank Guarantee	As per format	
13	Immovable Property Certificate		
14	Movable Property reference		
15	(□) GST Registration Certificate & PAN No. Submitted		
16	Copy of Cancelled cheque		
17	Pro forma of authorization for signing documents on behalf of bidder- As per annexure		
18	Pre forma of Undertaking by authorized person of bidder taking full responsibility on behalf of bidder for submitting document's veracity- As per annexure		

SIGNATURE OF CONTRACTOR

PRE CONTRACT INTEGRITY PACT

General:

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on..... day of the month of2021. , between, on one hand, the Life Insurance Corporation of India (hereinafter referred to as "LIC") a statutory Corporation established under section 3 of Life Insurance Corporation Act 1956 (XXXI of 1956) and having its corporate office at "Yogakshema" Jeevan Bima Marg Mumbai 400021. (here in after called the "BUYER" which expression shall mean and include, unless the context otherwise requires, his successors in office assigns) of the First part. And M/srepresented by Shri..... (Hereinafter called the "BIDDER /SELLER/SERVICE PROVIDER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second part.

WHEREAS the BUYER proposes to procure (*Name of the Stores/ Equipment/Item/Service*) and the BIDDER/Seller/Service Provider is willing to offer/has offered the stores/services and

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

NOW, THEREFORE,

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

Enabling the BUYER to obtain the desired said stores/ equipment/ item/service at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

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

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

1. Commitments of the BUYER

- 1.1** The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting on implementation process related to the contract.
- 1.2** The BUYER will, during the pre-contract stage/evaluation stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3** All the officials of the BUYER will report to the "**Chief Vigilance Officer**" of the Buyer any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

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

Commitments of BIDDERS

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

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

advantage in the bidding, evaluation, contracting and implementation of the contract.

- 3.2** The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract of any other contract with the government for showing or forbearing to show favour or disfavor to any person in relation to the contract of any other contract with the Government.
- 3.3** Foreign BIDDERS shall disclose the name and address of their Indian agents and representatives in India, and Indian BIDDERS shall disclose their foreign BUYERS or associates.
- 3.4** BIDDERS shall disclose the payments to be made by them to their agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5** The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/ integrator/authorized agent of the stores/equipment/items and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6** The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries, including officials of the BUYER or their family members, if any, in connection with the contract and the details of services agreed upon for such payments.
- 3.7** The Bidder will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
- 3.8** The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

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

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

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

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

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

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

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

4. Previous Transgression

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

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

5. Sanctions for Violations:

LIC OF INDIA, NZO, NEW DELHI

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.
- (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):

✽ Shri Rajni Kant Mishra , IPS (Retd), Ex Directo General in BSF , B-1801, Amrapalli Sapphire, Sector -45 , Noida (UP) , Pin 201303. Email: rkm592002@yahoo.co.in, rkmishra84@gmail.com, Mob: 97173-28500.

✽ Shri G V Krishna Raju, Ex-Addl. Chief Secretary & Development Commissioner to Govt. of Karnataka, Cilla 116, The Retreat, Tharabanahalli, Chikkajala Post, Bangalore – 562157. Email : gykrishnarau@gmail.com. Mobile No. : 9880240080.

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

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

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

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

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

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

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

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

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

7. Facilitation of Investigation:

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

8. Law and Place of Jurisdiction:

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

9. Other Legal Actions:

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

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

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

10. Validity:

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

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

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

BUYER

BIDDER

Name of the Officer:

CEO:

Designation

Deptt./

Witness

1.....

1.....

2.....

2.....

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

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