



OFFICE OF THE CHIEF ENGINEER,
L.I.C. OF INDIA, NORTHERN ZONAL OFFICE,
2nd FLOOR, "JEEVAN PRAKASH BUILDING",
25, K.G. Marg, NEW DELHI – 110 001
PHONE: 011- 28844183/ 28844170
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BID II
PREQUALIFICATION BID

Tender NO :LIC/NZ/ENGG/255

Name of Work: E-Tender for Structural Rehabilitation / Repairs, Water Proofing and Toilet Renovation works of Jeevan Deep Building at Parliament Street, New Delhi.

Scope of the work: Structural Repairing of the building, Removing Terrace Waterproofing & Re-doing Ceramic Crazy Waterproofing Treatment, Restructuring of Water Supply System, Renovation of Toilets and Other ancillary & Related works.

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TENDER NOTICE

 भारतीय जीवन बीमा निगम LIFE INSURANCE CORPORATION OF INDIA	Life Insurance Corporation of India Engg. Dept., Northern Zonal Office, "Jeevan Prakash", 25 – K.G. Marg, New Delhi – 110 001. E-mail : nz_enggtender@licindia.com Phone : 011- 28844183/ 28844170. Website : www.licindia.in/tenders
COMPETITIVE BIDDING FOR Structural Rehabilitation / Repairs, Water Proofing and Toilet Renovation works of JEEVAN DEEP BUILDING AT PARLIAMENT STREET, NEW DELHI. Life Insurance Corporation of India invites e-bids through the website https:// www.tenderwizard.com/LIC from eligible bidders for the following work as per details given below :	
Bid document no.	LIC/NZ/ENGG/255 dated 09/02/2022
Description of work	Structural Rehabilitation / Repairs, Water Proofing and Toilet Renovation works of Jeevan Deep Building at Parliament Street, New Delhi.
Estimated Cost of work	Rs. 415.00 Lakh (Approx)
Sale period	09/02/2022 to 02/03/2022
Pre-bid Meeting	22/02/2022 at 14.30 hours
Bid submission closing date & time	03/03/2022 at 15.00 hrs (IST)
Contact person(s) e-mail :	nz_enggtender@licindia.com/
Note: Any addendum/ Corrigendum / sale date extension in respect of above tender shall be issued on website: http:// www.tenderwizard.com/lic only. Bidders are therefore requested to regularly visit our website to keep themselves updated.	
Date : 09.02.2022	Chief Engineer

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 any last 3 (three) having maximum turnover among last five financial years, ending 31st of the previous financial year i.e. 31.03.2021	(i) Self attested copies of Statement of accounts of last three financial years having maximum among last five years. (ii) Self attested copies of audited balance sheets of last three financial years as above duly certified by Chartered Accountant with registration number of CA. CA Certificate must have UDIN number. (iii) CA certificate showing annual turnover in last three financial years. (iv) In case of work completed in Private Organization, the copies of Form 16 A and Form 26 A of relevant period.
3	Bank solvency certificate	Self Attested Copy of Bank solvency certificate 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 in support of similar nature work completed. (ii) Letter of Intent in support of similar nature work completed. (iii) Agreement in support of similar nature work completed. (iv) Copy of final bill for qualifying work.
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 pro-forma 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 and GST registration to be uploaded
12	Cancelled Cheque	Copy of cancelled cheque of the firm to be uploaded

PRE-QUALIFICATION TENDER NOTICE

Life Insurance Corporation of India intends to invite Percentage rate e-Tenders in **THREE BID Tendering Systems** for Proposed Structural Rehabilitation / Repairs, Water Proofing and Toilet Renovation works of Jeevan Deep Building at Parliament Street, New Delhi **as per detailed specifications and Bill of Quantity attached**. The proposed work includes Structural Repairs by using Micro Concreting, Polymer Modified Mortar, Carbon Fiber Wrapping, Glass Fiber Wrapping, Removal and Re-doing Water Proofing Treatment at terrace, renovation of toilets, restructuring of water supply system, replacement of soil waste stack pipes and other related & ancillary 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 :	415.00 Lakh (Approx)
2	Completion period in month :	15 Months
3	Solvency/ Banker Certificate or Net worth Certificate (any one to be submitted):	
	(a). <u>Bank Solvency Certificate/ Banker Certificate</u> : Bank Solvency Certificate/ Banker Certificate issued from Nationalized or any Scheduled Commercial Bank (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), should be submitted of amount not less than: Note - The certificate should have been issued within ONE YEAR from original last date of the submission of the tender. (Sample form for Solvency Certificate- Annexure-I is attached)	166.00 Lakh
	OR	

Sl. No.	Description	Requisite Value for pre-qualification
	(b) Net worth Certificate: Net worth Certificate of minimum value: Note - The requisite Net worth as on 31st March, 2021 as applicable shall be duly certified by a Chartered Accountant with his Seal/ Signatures and Registration number on the basis of Final Audited Account or Provisional Account Statement in case final audited account statements are not available. (Sample form for Net worth Certificate – Annexure II is attached). CA Certificate must have UDIN number.	41.50 lakh
4	Average Annual Financial Turn Over of any three financial years having maximum turnover among last Five Financial years ending 31st March 2021 for construction works i.e. Engineering construction works like Additions, alterations, structural repairs, Civil/ MEP, Note - The requisite Turnover shall be duly certified by a Chartered Accountant with his Seal/ signatures and registration number and the scanned copy of certificate from Chartered Accountant to be uploaded. CA Certificate must have UDIN number. The bidders are required to upload and submit page of summarized Balance Sheet (Audited) and also page of summarized Profit & Loss Account (Audited). In case final audited account statements are not available for the last year, then provisional account statements can be submitted duly certified by Chartered Accountant.	208.00 Lakh
5	Qualifying value of work completed during last 7 (Seven) years prior to 31.01.2022 :-	
A	Three similar** completed works costing not less than the amount equal to :	Rs. 166.00 Lakh
	OR	
B	Two similar** completed works costing not less than the amount equal to :	Rs. 208.00 Lakh
	OR	
C	One similar** completed work costing not less than the amount equal to :	Rs. 332.00 Lakh

Sl. No.	Description	Requisite Value for pre-qualification
D	In case the qualifying works executed by bidder in private sector, he should submit the completion certificate supported with copies of Letter of Award, Agreement, copies of corresponding Form 26AS, Form 16A of relevant period, copy of paid final bill for verification of amount of work done and payment received details duly certified by Chartered Accountant. Value of the work will be considered equivalent to the amount of TDS Certificates. The agency shall submit TDS details as per statement attached.	
	Notes : - (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 last date of submission of Bids. (2) ** Similar Nature of work means : Structural Repairs/ Retrofitting work of <u>RCC framed structure</u> by using Micro Concreting/ Polymer modified Mortar/ Carbon Fiber Wrapping/ Glass Fiber Wrapping etc. (3) For value of qualifying value of work completed by bidder, amount of Service Tax and GST on works contract shall not be considered. (4) For qualifying works executed by bidder in private sector, he should submit completion certificate 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 and Form 16 A of relevant period for verification of amount of work done. (5) Bidder as a Joint Venture is not eligible for participating in the Bidding. (6) Minimum one qualifying work as mentioned in Sl. No. 5 should be verifiable by LIC Engineers (7) All the participating bidders must have valid GST registration certificate of Delhi State at the time of submission of the Bid. In the eventuality of not having valid GST registration certificate with the Delhi State, where implementing work contracts, the successful bidder will be required to obtain GST registration certificate of Delhi State where the work contracts will be implemented within a period of 21 days from the date of issuance of Letter of Acceptance, failing which the letter of Acceptance will be withdrawn and cancelled. Earnest Money Deposit will also be forfeited. No extension of time period will be given whatsoever unless there remain unforeseen impediments with the issuing authority of such GST registration.	

Sl. No.	Description	Requisite Value for pre-qualification
	(8) Bidder should have valid registration with Employees provident Fund organization under EPF and Miscellaneous Provisions Act 1952.	

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.

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

TDS DETAILS FOR PRIVATE SECTOR PROJECTS(REFER SL.NO 5 Note (iii) ABOVE FOR WORKS EXECUTED BY BIDDER IN PRIVATE SECTOR

S.N O	Name of the work	Name of the client/s	Project cost in lakhs	No and Date of completion certificate	Date & No. of the completion certificate	Cost of the work on completion in lakhs	Payments received as per TDS in Lakhs	TDS Corresponding to the payments	Year wise TDS as per Form – 26AS/Form 16A relating to the work
1									
2									
3									

Note : Value of work done will be considered commensurate with value of TDS Certificates.

In case of multiple contracts undertaken from the Client, details of TDS/Form – 26 AS for each work mentioned above need to be segregated and given separately.

This form need to be supported with Form – 26AS taken in HTML format or Form – 16A.

Signature of Chartered Accountant

Signature of the Bidder with seal

With stamp and Membership Number

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) :

Requisite Earnest Money Deposit of Rs. 2,08,000/ (**Rupees two Lakh eight Thousand Only**) & tender processing fees of Rs. 1,000.00 (non refundable) along with GST on tender fees of Rs. 180/- = Total amounting to Rs. 1,180.00 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 BG/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 Part - I of tender, Part-II of 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

System Tender No.: LIC/NZ/ENGG/255 Dated 09.02.2022

- 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.	As mentioned above	Rs. 4,14,91,689/-	Rs 2,08,000/-	Rs. 1,000.00 + 180.00 = 1,180.00

- 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 Rajesh Kumar	9870393814	rajeshkumar1023@etenderwizard.com
Mr. Jatin Yadav	08800558944	jatin.y@antaressystems.com

3. The Key Dates of various activities are as follows :

Sr. No.	Stage	Start Date & Time	Expiry Date & Time
1(a)	Release of Tender document (BID I, BID II, Bid III (Part I and Part II and financial bid))	09.02.2022 10.00 Hrs	09.02.2022 17.00 Hrs
1(b)	Downloading of Tender Documents	09.02.2022 17.01 Hrs.	02.03.2022 17.00 Hrs.
2(a)	Raising Queries for Pre Bid Discussions (Queries shall be sent on email: nz_enggtender@licindia.com)	09.02.2022 17.01 hours	21.02.2022 17.30 hours
2(b)	Pre-Bid Discussion Date and Venue: Chief Engineer office, Jeevan Prakash, LIC of India, 25 KG Marg, Canaught Place, New Delhi-110001	22/02/2022 at 14.30 hrs	--
3	Deposit of Tender Processing Fees & EMD (bidders can choose any one of the following options):		
(a)	In case of Demand draft towards EMD and Tender Fees with GST (in sealed envelope) - Physical Submission	10.02.2022 10.01 Hrs.	03.03.2022 15.00 Hrs.
(b)	In case of NEFT payment towards EMD & Tender Fees with GST	10.02.2022 .	02.03.2022 23.59 Hrs.
4	Online submission of tender BID I, BID II & BID III (Part I and Part II)	10.02.2022 .	03.03.2022 15.00 Hrs.
5	Opening of BID- I & BID- II	The BID-I & BID-II will be opened on 03.03.2022 at 15.30 Hrs after the verification of Tender Fees & EMD. Extension for opening of bids, if any, will be uploaded on e-tender website only.	
6	Opening of BID-III (Financial Bid)	Shall be intimated to eligible bidders only at a later date	

Date of opening of financial bid will be finalized after selection of contractors is over and will be intimated to the selected agencies accordingly.

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 bids 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 Comple, MTNL, Delhi- 110003. Website – www.mtnltrustline.com
2	Sify Communications Ltd. III Floor, Tidel Park, 4 Canal Bank Road, Taramani, Chennai-600113. Website – www.safescrypt.com	6	(n)Code solutions 301, GNFC Tower, Bodak Dev, Ahmedabad-380054, Gujarat. Website – www.ncodesolutions.com

3	iTrust CA (IDRBT) Castle Hills, Road No.1, Masab Tank, Hyderabad, Andhra Pradesh - 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 envelope as per following are to be submitted to our office :

- a. Non refundable Tender Fee of Rs. 1000/- + GST @ 18 % on tender fees i.e. Rs. 180/- (non-refundable) 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. 2,08,000/ (Rupees two Lakh eight Thousand Only) as mentioned in BID-I.

(B) 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.

(4) 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 from any Nationalized/Scheduled Bank 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	Telegraphic Address, if any		
7	Month and year in which the firm was established in present name		

8	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).			
9	Particulars of sister construction firms, if any			
10	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 .			
11	Fill and enclose Annexure B giving details of enrolment with LIC of India in the past and with other organizations.			
12	Has the applicant or his partners or Directors been black listed in the past by any Central or State Govt. Deptt. / Organization.			
13	i)) Average Annual Financial Turnover of any three financial years having maximum turnover among last five financial years ending 31st March, 2021		YEAR	Rs. in Lakh
		I	2016-2017	
		li	2017-2018	
		iii	2018-2019	
		iv	2019-2020	
		v	2020-2021	
	ii) What evidence of proof is enclosed to support the amounts of yearly turnover			

	iii) Enclose latest income tax clearance Certificate	Certificate enclosed for Assessment year _____
	iv) Enclose statement of Accounts of last 5 years as mentioned above duly certified by the Chartered Accountant	
14	i) Name and complete postal address of bankers	
	ii) NEFT and Bank Account Details (Photocopy of cancelled cheque should be attach):	Name of Bank: Account No: IFSC Code:
	iii) Enclose solvency certificate indicating amount.(The certificate should not be more than one year old prior to date of NIT). 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 banks.	i) Rs.....Lac with..... ii) Rs.....Lac with..... iii)Rs.....Lac with
	v) Enclose Bank Statement for last 12 (twelve) months prior to date of submission of tender.	
15	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 _____	
16	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?		
17	Fill in and enclose list of tools as per Annexure-C enclosed.		
18	Fill in & enclose Annexure-D giving full particulars about major 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.		
19	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		
20	Whether full information regarding permanent technical staff employed given in Annexure 'F'		
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 Which enrolled by L.I.C. in the past	1)	
	2)	
	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 enclose d	Year to year	Class or Categor y	Limit (Rs. in Lac)	Is copy of letter enclose d
(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

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

ANNEXURE – E

LIST OF WORK IN HAND

Sr. No.	Name and Complete Postal Address of			Order			Date of commencement of work	Scheduled date of completion of work	% of work completed.	Progress made and expected date of completion and reasons for delay, if
	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

ANNEXURE – G

1	Name & Address of the client :	
2	Mobile No. and email of the client :	
3	Details of Work / project Executed & location :	
4	Estimated Cost :	
5	Tendered Cost :	
6	Completion Cost (excluding GST / Service Tax) :	
7	Date of Start :	
8	Date of Completion	
(i)	Stipulated date of completion :	
(ii)	Actual Date of Completion :	
9	Type of repairs Executed i.e. Micro-concrete, Fiber wrapping (Carbon / Glass Fibre) / PMM	
10	Performance Report	
I)	Contractors site organisation (Well organized / Adequate / Poorly organized) :	
II)	Quality of material with reference to specifications (Good / Satisfactory / Poor) :	
III)	Workmanship and Supervision (Good / Satisfactory / Poor) :	
IV)	Labour relation and facilities (Good / Satisfactory / Poor) :	
V)	Attitude towards settlement of disputes and differences (Co-operative / Non c-operative) :	
VI)	Safety Record	
	(a) Were there any accident / structural collapses at site (Yes / No) :	
	(b) If answer to (a) is Yes, state whether due to (Negligence / Improper work / Reasons beyond control) :	
11	Any other Remarks :	

Dated:

Executive Engineer or Equivalent

(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)

ANNEXURE – H
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.	Proof of Turnover		
5.	Solvency Certificate		
6.	Certificate of Bank Guarantee		
7.	Immovable Property Certificate		
8.	Movable Property reference		
9.	(•) Annexure ‘C’ (as supplied)	(Particulars of shuttering tools/ plant)	
10.	(•) Annexure ‘D’ (as supplied)	(List of major works completed during last 7 years)	
11.	(•) Annexure ‘E’ (as supplied)	(List of work in hand)	
12.	(•) Copies of work orders		
13.	(•) Annexure ‘F’ (as supplied)	(Particulars of permanent technical staff)	
14.	(•) Annexure ‘G’		
15.	(•) GST Registration Certificate & PAN No. Submitted		
16	EPF Registration Certificate		

SIGNATURE OF CONTRACTOR

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 **2020 - 21**, the Net Worth of M/s.....(Name & Registered Address of Individual / Firm / Company) as on **31st March 2021**.....(**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:

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

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.



PRE CONTRACT INTEGRITY PACT

General:

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on..... day of the month of2022. , 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 "**Structural Rehabilitation / Repairs, Water Proofing and Toilet Renovation works of Jeevan Deep Building at Parliament Street, New Delhi**" (*Name of the Stores/ Equipment/Item/Service*) and the BIDDER/Seller/Service Provider is willing to offer/has offered the stores/services for the same 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:

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

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

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

5.3 The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes 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 G V Krishna Raju, Ex-Addl. Chief Secretary & Development Commissioner to Govt. of Karnataka, Cilla 116, The Retreat, Tharabanahalli, Chikkajala Post, Bangalore – 562157.
Email : gvkrishnarau@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.

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.

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: - E-Tender for Structural Repairs & Terrace Waterproofing
to LIC Jeevan Tara Building at Parliament Street, New Delhi

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: - E-Tender for Structural Repairs & Terrace Waterproofing to LIC Jeevan Tara Building at Parliament Street, New Delhi

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 :