

Tender Notice and Technical Bid

Date:

M/s _____

Subject: Tender for Providing Daily Services for Caretaking, daily house keeping and Maintenance of Garden at LIC Guest Houses at Divisional Office Campus, Jaipur Road, Bikaner

Life Insurance Corporation of India, Divisional Office , Bikaner intends to hire man-management services under **two bid system (Technical & Financial)** for day-to-day caretaking, daily house keeping and Maintenance of Garden of its **GUEST HOUSE in Divisional Office Campus at Jaipur Road, Bikaner** for an initial period of two years with a provision for further extension of one year at 10% enhance on the approved rates, on same terms and conditions at the sole discretion of LIC of India. Following are the locations where these caretaking services are required to be provided.

1. Sealed Tenders with requisite **Earnest Money Deposit of Rs. 20,000/-** (Rupees Twenty thousand only) in the form of demand draft/Bankers' Cheque drawn on any Nationalized/Scheduled Bank, favouring **"LIC of India"** payable **at Bikaner** and **Tender Money of Rs. 300.00** (non refundable) in the form of demand draft/Bankers' Cheque drawn on any Nationalized/Scheduled Bank, favouring "LIC of India" payable at Bikaner or through deposit by way of cash at our cash counter A/C Code 114018 during cash working hours must be submitted on or before **21.01.2016** Upto 1500 hrs. addressed to Chairman, Stores Committee. The sealed envelop containing the tenders should be super scribed with **"Tender for Providing Daily Services for Caretaking, daily house keeping and Maintenance of Garden at LIC Guest Houses at Divisional Office Campus, Jaipur Road, Bikaner."**
2. Tenders should be filled with neat, legible and correct entries. Indistinct figures should be avoided. The amount/ rates should be filled in figures as well as words. Correction/ Omission/ Overwriting/ Cutting should be dated and initialed. Being difference in words and figures, the rates written in words shall be taken for calculation.
3. The tender should be signed at all places provided therein. Also all pages and corrections/ alterations should be initialed. **Each sheet of the tender document is required to be signed** along with the seal by the authority person/ persons submitting the tender in token of his/ their having acquainted themselves with the instructions to tenders, standard conditions, special conditions, financial bid, scope of work and all other clauses of this tender document. Any tender document not so signed may be liable for rejection.
4. LIC of India reserves the right to reject any/ all Tenders without assigning any reason and shall not be bound to accept the lowest tender. Tenderers are advised to carefully note the instructions contained/ mentioned in the Tender Form.

5. The notice inviting tender and the enclosed instructions to tenderers, standard, conditions, special conditions, covering letter format, financial bid format and scope of work shall form part of tender documents.
6. The “Letter for invitation of Tender” and enclosed Annexure (properly indexed) shall form the part of Tender Documents. Details of various Annexure are as under:

S.No.	Particular	Attached as
1.	Scope of work	Annexure- A
2.	Terms & Conditions governing the Contract	Annexure - B
3.	Performa for rate quoting bid	Annexure – C

The last date of receipt of tenders **21.01.2016 at 3 PM**. The tenders should be submitted in a sealed cover addressed to

**Chairman
Store committee
LIC of India
Divisional Office,
Sagar Road,
Bikaner.**

Before submitting their Bids, the prospective Bidders are requested to interact with the LIC Officials of OS Dept DO, Bikaner during office hours only to understand the existing infrastructure and facilities in Guest House for existing pattern of maintaining of guest house and the desired level of services which the Service Provider is expected to render during the contractual period etc.

Bids submitted without EMD and tender money will be rejected.

Sr. Divisional Manager

Agency / Firms fulfilling the following criteria will be eligible for participating in the bid.

1. Yearly average turnover of the contractor for last 03 (three) financial years should be at least Rs. **25.00 Lakhs**.
2. Agency / Firm must have completed at least one similar nature of work amounting to Rs. **25,000.00 (Twenty Five Thousand Only) per month** in public sector undertakings / institutions/ Private Organizations (Govt. / Semi – sponsored Institutes / Reputed MNC's / Organizations/ Privative Organizations).
3. Income Tax return for last three years. Agency / Firm should submit the Income Tax clearance certificates along with bid.
4. Agency / Firm shall be the responsibility of Service Provider to comply with all provisions of law/ registration/ License relating to engagement of contract personnel, viz; Contract Labour (Regulation & Abolition) Act 1970, Gratuity Act, Industrial Dispute Act 1947, Employees Provident Fund Act, Workmen Compensation Act, Payment of Wages Act, Payment of Bonus Act 1965, Family Pension Scheme, Income Tax Act, Service Tax Rules or any other Act or statute not hereinabove mentioned but having bearing over engagement of workers directly or indirectly. The copies registration certificate / License of Employees Provident Fund, ESIC, Service tax, Labour license and copy of the PAN of the firm should be enclosed with technical bid.
5. List of organizations where care taking and Housekeeping jobs are in progress or completed in last three years with supporting documents such as work order / Letter of Intent.

Supporting documents in regard to the above mentioned points should be attached along with “Technical Bid”. Financial Bid of only those parties shall be opened who qualify in “Technical Bid”.

Sr. Divisional Manager

Subject: Tender for Providing Daily Services for Caretaking, daily house keeping and Maintenance of Garden at LIC Guest Houses at Divisional Office Campus, Jaipur Road, Bikaner

INSTRUCTIONS TO BIDDERS

1. This tender consists of two parts, viz., Technical Bid including Instructions to Bidders, Terms and conditions and Financial Bid containing expected price only. Separate Technical and Financial bids are to be submitted for each proposal. The Technical Bid, Financial Bid and the Earnest Money Deposit (EMD) should be sealed in envelopes. The use of envelopes will be as under :

- (a) **Envelope marked as I:** The duly completed **Technical Bid** be put in this envelope and sealed.
- (b) **Envelope marked as II:** The duly completed **Financial Bid** be put in this envelope and sealed.
- (c) **Envelope marked as III :** The DD or Bankers cheque for “ Earnest Money Deposit” (EMD) of Rs. 20000/- and “Cost of tender document” of Rs. 300/- or the M.R of the required value be put in this envelope and sealed.
- (d) **Envelope marked as IV:** All the three envelopes shall be placed in envelope marked – IV and sealed (i.e. Envelopes marked as IV, will contain three envelopes marked as I, II & III) and submitted to LIC of India, in sealed condition Superscribing **“Tender for Providing Daily Services for Caretaking, daily house keeping and Maintenance of Garden at LIC Guest Houses at Divisional Office Campus, Jaipur Road, Bikaner”**

2. The “Letter for invitation of Tender” and enclosed Annexure (properly indexed) shall form the part of Tender Documents. Details of various Annexure are as under:

S.No.	Particular	Attached as	Remarks
1.	Page no 1 to 6	Instruction of Bidder	Part of Technical Bid submitted in Envelope-I
2.	Scope of work	Annexure- A	Part of Technical Bid submitted in Envelope-I
3.	Statuary Terms & Conditions governing the Contract	Annexure - B	Part of Technical Bid submitted in Envelope-I
4.	Performa for Financial Bid	Annexure – C	Financial Bid submitted in Envelope-II
5.	EMD (Rs.20000/-) and Tender documents fee (Rs.300/-)	DD or Bankers cheque or MR of required value	Submitted in Envelope in III

3. The notice inviting tender and the enclosed instructions to tenderers, standard conditions, special conditions, covering letter format, financial bid format and scope of work shall form part of tender documents. All the pages of the tender form are to be signed by the bidder.
4. The tender forms will be available from between 11.00 AM and 3.00 PM on week days and between 11.00 AM and 12.30 PM on Saturdays (excluding Holidays and Sundays) on payment of Rs. 300/- (Rupees Three hundred only) by Demand Draft / Pay order (Non refundable) in favour of "Life Insurance Corporation of India" payable at Bikaner or MR at cash counter in A/C Head 114018 at DO Bikaner.
5. The last date for submission of filled in tenders (both technical and financial bids) is **21.01.2016 upto 15.00**. The offers received after the last date and time mentioned above will not be considered.
6. All vendors are requested to submit the tender documents (Technical Bid and Price Bid) duly filled in with the relevant documents / information at the following address :

**Chairman Stores Committee
LIFE INSURANCE CORPORATION OF INDIA
Divisional Office, Jaipur Road, Bikaner.
Pin 334003 Phone 0151-2225917**

7. In case the tender form is downloaded from the corporation's web site, **the non refundable tender fee of RS 300.00 (Rupees Three hundred only) shall be remitted in the form of Demand draft / Pay order drawn in favour of " Life Insurance Corporation of India" payable at Bikaner.**
8. Tenderers should note that their tenders should remain open for consideration for a minimum period of 03 (Three months) months from the date of opening of F.B's (i.e. Financial Bids).
9. Before submitting their Bids, the prospective Bidders are requested to interact with the LIC Officials of OS Dept DO, Bikaner during office hours only to understand the existing infrastructure and facilities in guest house for existing pattern of maintaining of guest house and the desired level of services which the Service Provider is expected to render during the contractual period etc.
10. Tenders should be filled with neat, legible and correct entries. Indistinct figures should be avoided. The amount/ rates should be filled in figures as well as words. Correction/ Omission/ Overwriting/ Cutting should be dated and initialed. Being difference in words and figures, the rates written in words shall be taken for calculation.
11. The tender should be signed at all places provided therein. Also all pages and corrections/ alterations should be initialed. **Each sheet of the tender document is required to be signed** along with the seal by the authority person/ persons submitting the tender in token of his/ their having acquainted themselves with the instructions to tenders, standard conditions, special conditions, financial bid, scope of work and all other clauses of this tender document. Any tender document not so signed may be liable for rejection.
12. The successful tenderer shall be intimated about the award of Work and EMD of other Tenderer shall be returned without any interest on the amount deposited after final decision of awarding of work.
13. LIC of India reserves the right to reject any/ all Tenders without assigning any reason and shall not be bound to accept the lowest tender. Tenderers are advised to carefully note the instructions contained/ mentioned in the Tender Form.
14. **Bid submitted without EMD will be rejected.**
15. In case the lowest Firm / Agency refused to accept the work after issue of Acceptance letter, their EMD amount lying / retained with us shall be forfeited without any further correspondence.

Sr. Divisional Manager

LIFE INSURANCE CORPORATION OF INDIA

Divisional Office: Bikaner

TENDER SCHEDULE

SI No	Description	
1	Name of work :	Tender for Providing Services for Caretaking, daily house keeping and maintenance of Garden at LIC Guest Houses at Divisional Office Campus, Jaipur Road, Bikaner
2	Cost of tender document	Rs. 300/- (Rupees Five Hundred only).
3	Earnest Money Deposit	20,000.00 (Rs.Twenty Thousand only)
4	Date of sale of tender document	From 01.01.2016 to 20.01.2016 between 11.00 AM and 3.00 PM on week days and between 11 AM and 12.30 PM on Saturdays (excluding Holidays and Sundays) from the above office on payment of non refundable tender cost by Demand Draft / Pay Order in favour of “ Life Insurance Corporation of India ” payable at D.O.Bikaner .
5	Last Date & Time of receiving / submission of tender document.	On 21.01.2016 upto 1500 Hrs.
6	Date & Time of opening of Technical Bids	As on the Next day of last date for submission of tender i.e. on 22.01.2016 at 11.00 Hrs.
7	Date & Time of opening of Financial Bids.	Shall be intimated later on.
8	Contract period	02 years (Initial).
9	Initial Security Deposit	Rs. 25000 deposit with in seven days of acceptance of tender
10	Total Security Deposit	5 % of the Two Years amount (Initial Security Deposit will include in total Security Deposit)
11	Validity of tender	90 (Ninety) days from the date of opening of Financial Bid.

ANNEXURE – “A”**SCOPE OF WORK:**

1. The successful Bidder will have to provide complete care taking and daily house keeping services to LIC of India for its Guest Houses by deploying their personnel to the satisfaction of LIC of India, in consistent with LIC of India standards and instructions issued by appropriate LIC of India officials from time to time.
2. The Service Provider will have to engage a Caretaker and cleaner, who will act as the overall in-charge on behalf of the Service Provider for execution of assigned services and shall maintain various records as necessary. The Caretaker so deployed, should be capable of maintaining records in English/Hindi. He should devote fulltime [24X7] in Guesthouse premises.
3. Except as otherwise hereinafter stated, the selection, replacement and remuneration of the caretaker and cleaner shall be determined by the Service Provider. Such caretaker and cleaner shall be the employees solely of the Service Provider. The Service Provider shall ensure that its personnel will be competent and efficient.
4. The Service Provider will normally not change the working hands without consent of LIC of India. However, the Service Provider must immediately remove and replace any of their personnel, who in the opinion of LIC of India, is incompetent/negligent/of unacceptable behavior or whose employment is otherwise considered by LIC of India to be undesirable.
5. The Service Provider will be required to issue proper uniform/dress, shoes as decided and instructed by LIC officials for use at all time during duty period. The cost of such uniform and shoes for the work persons will be born by the Service Provider.
6. The Service Provider will have to engage Persons, Provide required Machines/ Equipments and Chemicals which are not harmful for Guest house Furniture and other useful materials. The Service Provider shall required to carryout the daily house keeping Services for all the Internal & external Floors and outer Peripheral area including toilets, all rooms, kitchen, stairs, lobby cleaning and maintain garden etc as directed by LIC authority.

INFRASTRUCTURE:

The Guest Houses are currently located in campus of Divisional Office / Colony, Jaipur Road, Bikaner. At any time during the contractual period it will be obligatory on the part of the Service Provider to render the House Keeping services and the care taking services at such new locations, if added subsequently. The new area within premises will be included in the quoted rate [if any].

CARETAKING AND HOUSE-KEEPING:

(a) The Caretaker must report to the OS Dept of LIC of India on daily basis and collect occupancy details of guests and to receive instructions, if any, with regard to services to be rendered in the guest house.

(b) The Service Provider shall render comprehensive care taking & daily house keeping services and will take care of complete day-to-day functioning of the Guest House including maintenance of premises, housekeeping, cooking/catering services, attending the guests, serving tea snacks, marketing requirements etc. as per general guidelines and instructions from the authorities of LIC of India. All tools and consumables for the purpose of caretaking/housekeeping like utensils and cooking gas will be provided in the Guest House by LIC of India.

(c) The Service Provider shall upkeep the fixtures and furniture's, furnishings, fittings & equipments of the guest house at all the time during contractual period. The Service Provider shall also ensure to keep all such items in excellent condition. Such items shall not be taken out of Guest House premises without the consent in writing by authorized official of the LIC of India.

(d) The Service Provider shall look after administration of laundry services for all the linen of the Guest House including the guest rooms and will maintain inventory of all such linens. The laundry service provider will be engaged by service provider and payment for the same will be made separately by LIC of India directly to such service provider and the rates for the same will be decided by LIC in consultation with the service provider after finalization of contract.

(e) The Caretaker will be responsible for taking good care of guest house property and keep up-to-date inventory thereof. The Caretaker shall attend emergency during breakdown of electrical power supply, Inverter, Cable TV, Cooking items, Water supply in the guest house.

(f) The Caretaker will provide clean linen, soap, toilet items etc. on arrival of guests for their use in the rooms.

(g) The Service Provider shall ensure proper maintenance of guest register, visitors book as desired by LIC of India.

Daily services in Guest house and VVIP suit

The Service Provider will have to engage Persons, Provide required Machines/ Equipments and Chemicals which are not harmful for guest house Furniture, Computers and other useful materials. The Service Provider shall required to carryout the Following Services for Guest House and outer Peripheral area within guest house as details mentioned below:

1.	Providing daily services for caretaking, daily house keeping services. Such as cleaning of toilet, cleaning of flooring, Wet Mopping of floors, Stair Way cleaning, and cleaning external area, Furniture dusting wherever required and disposal of garbage outside DO Building or as directed by authority.	Maintain in morning to evening and Cleaning schedule will be directed by authority
2.	Daily Maintenance of Garden consist of existing Plants and trees like cutting, pruning, cleaning of grass , watering plants, planting of new trees etc. in Guest House campus.	Daily
3.	Weekly wall dusting, Removal of Bird Drooping, Cleaning of Glass Panes of Window /Doors, weekly Deep cleaning of VVIP Suit and wherever required or as directed by authority.	Weekly

CATERING:

(a) The Service Provider shall provide meals to the guests (vegetarian) at the rates as fixed by LIC of India from time to time. Charges for tea, breakfast, lunch, evening tea and dinner will be in accordance with the menu.

(b) The Service Provider shall arrange for serving fresh wholesome meals (tea, breakfast, lunch, snacks and dinner) to the guest or any person authorized by LIC of India. Such meals will be served in the dining hall, guest rooms or any place authorized by LIC of India. The number of meals will depend upon occupancy and there is no guarantee of minimum number of meals.

(c) The raw materials for meals/snacks and other items will be purchased by the Caretaker. No reimbursement will be made by LIC and the caretaker has to collect the amount from the guests at the rates fixed by LIC.

(d) The Service Provider will also ensure proper upkeepment of crockery/cutlery/stores/ beverages/food items etc. in the most hygienic ways and proper inventory to be maintained.

(e) The Service Provider shall be responsible for day-to-day housekeeping of the kitchen and pantries and maintain them in clean, neat and hygienic condition at all the times during contractual period.

(f) The Service Provider shall use only the approved cooking medium for preparing food items. The officer(s) as nominated by LIC of India shall check the quality and quantity of ingredients used for cooking from time to time.

HOUSE KEEPING :

(a) The Service Provider shall render comprehensive House Keeping services and will take care of complete functioning of the Guest house including maintenance of premises, house keeping, etc. as per general guidelines and instructions from the authorities of LIC of India. All tools and consumables for the purpose of House Keeping like chemical, cleaning agents, mop dusters, brooms dusters and all other Man, Machine & Equipments will be provided by service Provider.

(b) The Service Provider shall upkeep the fixtures and furniture's, furnishings, fittings & equipments of the Guest House at all the time during contractual period. The Service Provider shall also ensure to keep all such items in excellent condition. Such items shall not be taken out of Guest House premises without the consent in writing by authorized official of the LIC of India.

(c) The Service Provider shall provide the Chemicals which are not harmful for Furniture, Fixture provided in the premises, the Chemicals shall be approved by the LIC and if needed the test certificate of the Chemicals shall be provided by the Service providers without paying any extra cost for the testing.

(d) All the Furniture and Fixture are required to maintain properly, if any damages to the same, the same shall be replaced by the Service Providers without paying any extra cost to him or the amount of the damaged Furniture and Fixture, equipments shall be recovered from the Bills of the Service Providers. The decisions of the LIC authorities (Manager (os) / Sr.Div.Manager) shall be binding on the service providers.

ANNEXURE “B”

STATUTORY CONDITIONS:

1. The Service Provider will make payment of wages to the work persons deployed by them for execution of this service agreement. The wages and emoluments for the work persons will not be in any case less than the amount prescribed by statutory authorities from time to time considering Minimum Wages Act. etc. Consequences on account of violation of statutory law, rules and regulations in this regard will be solely to Service Provider's account. LIC of India shall in no way be responsible or liable for payment or otherwise in any manner or on any account to the persons engaged by the Service Provider to carry out the services herein mentioned. Further, it shall be the responsibility of Service Provider to comply with all provisions of law relating to engagement of contract personnel, viz; Contract Labour (Regulation & Abolition) Act 1970, Gratuity Act, Industrial Dispute Act 1947, Employees Provident Fund Act, Workmen Compensation Act, Payment of Wages Act, Payment of Bonus Act 1965, Family Pension Scheme, Income Tax Act, Service Tax Rules or any other Act or statute not hereinabove mentioned but having bearing over engagement of workers directly or indirectly. The Service Provider shall be the employees' Principal Employer for all intents and purposes in relation to their employment. However, in case any violation of statutory law/rules/regulation by the Service Provider is brought to the notice of LIC of India, which amounts to financial claim/penalty, LIC of India will be at liberty to deduct such amount from the service Provider's monthly bill or Security Deposit and furnish the same to the respective statutory authority without any reference to the Service Provider.
2. The Service Provider will have to maintain relevant records of such service hands engaged for execution of the jobs, which may be called for verification by LIC of India in the event of default/failure to render the desired level of services. In the event of failure on the part of Service Provider to perform the duties in the manner as desired and/or does not comply with the contract provisions, LIC of India shall have the right to deduct such amount deemed fit or feel appropriate as penalty. The amount of such deduction will be on pro-rata basis of the value of the contract or otherwise. The decision of LIC of India in this regard will be final and binding on the Service Provider.
3. The Service provider will have to produce the Register of Wages or the Register of Wages-cum-Muster Roll of the preceding month along with the bill to be submitted on the 3rd day of every calendar month for verification, to the nominated official of the LIC. **The service provider shall ensure that payment to his employees is made in the presence of an authorized representative of the LIC every month regularly.**
4. **In case any statutory increase in the wages of labour in accordance with the minimum wages notification issued by the appropriate authorities under the Minimum Wages Act from time to time after submission of the tender, the Increase in rates shall be set off by the LIC by giving proportionate increase in the rates.**

5. The Service Provider will have to take **Contractor's all risk Policy or Third party risk Policy and Workmen Compensation Policy** in the Joint name of Sr. Div. Manager, LIC of India, Bikaner and in the name of the Company of the Service Providers for the Full Contract period, any case of the Failure to provide the same, no payment shall be release to Service providers.
6. The service provider shall give an undertaking by the 22nd of the proceeding month in favour of the LIC that he has complied with all his statutory obligations and submit the documentary evidence to that effect.

GENERAL CONDITIONS

1. The Agency will ensure the presence of a Caretaker throughout the contract period & also maintaining daily house keeping & provide hygienic condition of guest house rooms, toilets and kitchens. Any unauthorized absence of the said Caretaker will attract penalty at lump-sum rate of Rs. 700/- per day or part thereof.
2. The Service Provider shall ensure observance of rules & regulations of the Guest House including guest rooms.
3. The rooms shall always be under the possession of the Service Provider. The keys of the rooms shall remain with the Caretaker who will be responsible for opening and closing of the rooms. However, allotment of rooms/allocation of guests will be done by LIC of India.
4. The Service Provider will not allow or permit to be allowed any authorized occupation of the rooms and will not carry on or permit to be carried out any undesirable, unlawful obnoxious and illegal activities in the Guest House premises.
5. The Service Provider shall duly insure all their persons engaged in pursuance of the agreement against accident, sickness and agree to indemnify LIC of India against all liabilities in this regard. The Service Provider shall further accept liability and shall indemnify the LIC of India against any liability, claim, proceeding expenses or losses in respect of personal injury of any person whatsoever. The necessary documents/proofs in support of the same will have to be provided to LIC.
6. The LIC of India reserves the right to increase or to reduce the services and consequently the Service Provider would be paid remuneration on pro-rata basis, if possible. Otherwise, the rates of any such additional/reduced services have to be mutually agreed by both parties, prior to execution.
7. **Duration of Agreement:** LIC of India intends to enter in to an agreement with the successful bidder for an initial period of **two years** with a provision for further extension by one year at the same rates, terms and conditions at the sole discretion of LIC of India. However, LIC of India reserves the right to terminate the agreement, with one month written notice without assigning any reasons whatsoever. The service Provider will be paid for the period of services rendered before such termination, if any.

8. The service provider shall be responsible for the conduct and behavior of his employees. If any employee of the Service provider is found misbehaving with the LIC staff, the service provider shall take necessary and appropriate action immediately.
9. In the event of any loss/damage being occasioned to LIC on account of the negligence of the service provider's employees, the service provider shall make good the loss sustained by LIC either by replacement of the material/equipment or payment of compensation.
10. The service provider shall not appoint any sub-contractor to carry out any obligations under the contract.
11. The service provider shall take proper instructions from LIC for the execution of the contract at the different places and will faithfully comply with the same during the currency of the contract.
12. If the service provider commit any breach of any of the terms and conditions hereof and/or fail/neglect to carry out any instructions issued to him by the LIC from time to time, it shall be open and lawful for the LIC to terminate this agreement forthwith without assigning any reason and can get the work done by any person(s) or through any other agency or contractor at the risk and cost of the service provider and the service provider shall have no right to claim any compensation whatsoever on this account.
13. In the event of any dispute or difference arising out of operation of this agreement, the same shall be referred to the sole arbitration and the sole arbitrator will be appointed by the Sr.Divisional Manager, LIC of India, Bikaner whose decision shall be final and binding on both the parties. The venue of arbitration shall be at Bikaner. The provisions of the Arbitration and Conciliation Act, 1996 shall apply to the arbitration.
14. In case of any new addition in the areas due to new construction after submission of the tender, pro-rata rates will be allowed on such additions.
15. If the LIC notices that the personnel of the service provider has/have been negligent careless in rendering the said services, the same shall be communicated immediately to the service provider who will devise corrective steps immediately to avoid recurrence of such incidents and report to the LIC its action plan.
16. If any of the personnel of the service provider indulges in theft or any illegal/irregular activities, misconduct, the service provider will take appropriate action against its erring personnel and intimate accordingly to the LIC.
17. The employees/agents of the service provider shall never considered to enjoy any right to enter the premises of this LIC by virtue of this agreement or otherwise at any time except with the prior permission of the LIC.
18. If any theft or loss of any of the items of the LIC occurs during the period of this agreement, the service provider shall be liable for the same and shall make good the loss.

19. In the event of failure of the service provider to provide the services or part thereof, as mentioned in this agreement for any reasons whatsoever, the LIC shall be entitled to procure services from other sources and the service provider shall be liable to pay forthwith to the LIC, the difference of payments made to such other sources, besides damages at double the rate of payment for the period of failure in providing the services or part thereof.

20. If, at any time, during the operation of this Agreement or thereafter the LIC is made liable in any manner whatsoever by any order, direction or otherwise of any Court, Authority or Tribunal, to pay any amounts whatsoever in respect of or to any of the present or ex-personnel of the Service provider or to any third part, the service provider shall immediately pay to the LIC all such amounts and costs also and in all such cases/events the opinion of the LIC shall be final and binding upon the service provider. The LIC shall be entitled to deduct any such amounts as aforesaid, from the security deposit and/or from any pending bills of the service provider and if such amount is not fully recovered, the LIC shall be entitled to recover the balance amount through legal recourse.

21. The Service provider further agrees to absolve the LIC from all the liabilities in regard to any statutory enactments to the extent applicable to the service provided by the service provider. It is clearly understood that should the LIC be called upon to make any payment to any authority, the service provider shall reimburse such amounts to the LIC whether such liability arises during the currency of this agreement or after expiry of the period of this agreement. If there would be any claim on the LIC for any default of the service provider or its employees committed during the operation of this Agreement, the service provider shall pay the LIC such amount on demand without protest.

22. **Security deposit-** The Security deposit shall be deducted @ 5% on total amount of Year. Amount towards initial Security Deposit shall be 25000/- (Rupees Twenty Five Thousands Only) which shall be deposited within seven days from the acceptance of tender and remaining shall be deducted from Monthly Bills till the amount will not deposited up to 5% of Total Amount of Two Years. The Security Deposit can be either in cash or Demand Draft. The Security Deposit will not carry any interest. The Security deposit will be refunded on expiry of successful completion of the contract period.

23. The parties hereto have considered, agreed to and have a clear understanding on the following aspects:

i) This Agreement is for providing caretaking services and is not an Agreement for supply of Contract Labour.

ii) The LIC shall not be liable for any obligations/responsibilities, contractual, legal or otherwise, towards Service provider's employees/agents or to the said employees/agents directly and/or indirectly, in any manner whatsoever.

iii) That the employees/personnel of service provider rendering the services under this Agreement, shall never be deemed to be the employees of the LIC

in any manner whatsoever and shall not be entitled for employment, salary/wages, damages, compensation or anything arising from their deployment by service provider for rendering the said services.

TERMINATION

24. Either party can terminate this Agreement by giving one month's written notice to the other without assigning any reason and without payment of any compensation, thereof. However, the LIC shall give only a 24 hours' notice for termination of this Agreement to the service provider when there is a major default in compliance of the terms and conditions of this Agreement or the service provider has failed to comply with its statutory obligations. In that eventuality the service provider will move out of the premises of the LIC with his men and material immediately. This discretion of termination of this Agreement by the LIC will be exercised judiciously since the Service provider is rendering the essential and public utility services.

25. If service provider commits breach of any covenant or any clause of this agreement, the LIC may send a written notice to the Service provider to rectify such breach within the time limit specified in such notice. In the event the service provider fails to rectify such breach within the stipulated time, the Agreement shall forthwith stand terminated and the service provider shall be liable to the LIC for losses or damages on account of such breach.

26. This Agreement may be terminated forthwith if either party becomes insolvent, ceases its operations, dissolves, files for bankruptcy or bankruptcy protection, appoints receivers, or enters into an arrangement for the benefit of creditors, the other party shall have the right to immediately terminate this Agreement.

27. Either party's liabilities for any charges, payments or expenses due to the other party which accrued prior to the termination date shall not be extinguished by termination, and such amounts (if not otherwise due on an earlier date) shall be immediately due and payable on the termination date.

28. Any obligations under this Agreement which either expressly or by their nature are to continue after termination or expiration of this agreement shall survive and remain in effect.

29. Invoicing and Payment: The Service Provider will submit their monthly invoice/bill in triplicate to LIC of India at the end of each calendar month for these services rendered during the month, including reimbursement of actual expenses incurred, if any, towards marketing/ purchase of items for guest house use, which are otherwise to be provided by LIC of India as per terms and conditions. Any claim towards such reimbursement must be accompanied with respective cash receipt/vouchers or self certified document duly endorsed by LIC of India's authorized official. **Income tax as applicable will be deducted from the monthly bill/invoice of the Service Provider as per Income Tax rules.**

30. Payment will be released by LIC of India within fifteen days of receipt of undisputed bill/ invoice after necessary deduction of any amount due to LIC of India as per provision of the agreement.

ASSISTANCE FROM GUEST HOUSE

The Guest House is equipped with the following items to enable the Service Provider to render the intended services:

(a) Rooms for accommodation of guests are fully furnished with air conditioners, geysers, Colour TV with cable connections, wooden beds, mattress, pillows, curtains, furniture, carpet etc.. The guest house is also having refrigerator, water coolers, telephones, additional air conditioners & TV, gas connections along with gas stove, utensils etc. The Guest House will be handed over to the Service Provider along with all these items in good working conditions to enable them to render effective and efficient services.

(b) Bed sheets, bed covers, pillow covers, bath towels shall be provided in Guest House. The above items shall be replaced from Guest House as and when required after physical verification by LIC of India Officials from time to time.

SPECIAL NOTE:

- 1.) The contractor shall be responsible to pay all statutory levies imposed by the State and Central Govt. such as Income Tax, Sales Tax on works contract, Value Added Tax (VAT), Excise Duty, Octroi and any other applicable taxes etc. The quoted rates are inclusive of all these taxes / levies.
- 2.) Rates are inclusive of all taxes excluding service tax and contractor will be responsible for payment of applicable service tax (Contractor's part) to concerned authority, which will be reimbursed to the Contractor after submission of receipt of payment.
- 3.) Liability towards service tax for agency and employer shall be in accordance with the relevant provisions of the Finance Act' 2012 or any amendment issued by the concerned Authority time to time.
- 4.) This (Special note) will supersede all provisions given in the Tender elsewhere regarding statutory taxes.

Signature of Contractor
With of seal

Sr. Divisional Manager

Annexure “C”

Performa for Rate Quoting Bid (Financial Bid)

Bidders are requested to quote their all inclusive rates strictly as per following format for the services as detailed in ANNEXURE-A.

Description of work: - Tender for Providing Daily Services for Caretaking, daily house keeping and Maintenance of Garden at LIC Guest House at Divisional Office Campus, Jaipur Road, Bikaner

Description of work locations	Lump sum Charges
Lump sum Caretaker Charges for providing Catering, daily house keeping services, maintenance of Garden and other related Services to LIC of India Guest House at Jaipur Road, Bikaner as detailed in ANNEXURE-A & B, enclosed.	Rs. 30,000/- (Rs. Thirty Thousand Only)

NOTE: Rates to be quoted on **Monthly Basis**, inclusive of all charges, but excluding Service Tax which will be paid as per prevailing rates as per mentioned in special note.

I/We herewith quote the Percentage % (.....Percent) below/
At Par / Above the LIC's Schedule of rates (Strike out which ever is not applicable).

Add / Deduct Percentage Effect in Rs

+ / - Rs.

Total Quoted Amounts Rs.

Rs. _____

Seal and Signature of
Authorised Signatory of the Company

Sr. Divisional Manager