## भारतीय जीवन बीमा निगम

LIC of India, Divisional Office, OS Department, Jeevan Prakash, Nagpur Road, Madan Mahal Jabalpur, 482001

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## PART-A - NOTICE INVITING TENDER (THROUGH GeM PORTAL)

Life Insurance Corporation of India, Divisional Office JABALPUR (hereinafter referred to as "The Corporation") invites tenders under two-bid system from reputed, licensed organizations/agencies who are providing House-keeping Attendant/Helper/Office Boy in offices in any organization/government/public sector undertaking/private organizations of repute etc for its "Jabalpur and other offices located under jurisdiction of LIC of India Jabalpur Division (List enclosed on ANNEXURE - D). Reputed agencies with at-least last three year's experience can only apply.

Earnest Money Deposit (EMD) of Rs. **6,00,000/- (Rupees Six Lacs only)** should be deposited in our bank account number **"940121100000132"** with IFSC code **"BKID0009401"** & Bank name as "Bank of India, Madan Mahal Jabalpur" (MP).

The tenders received after the last date and time of submission as mentioned above shall out rightly be rejected.

LIC of India reserves the right to call for missing / additional requirement / clarifications or otherwise from the Bidder at the time of analysis of the tenders received in response to this notice.

LIC of India does not bind itself to accept the lowest or any tender and reserves the right to reject all or any bid or can cancel the tender without assigning any reason whatsoever.

Decision of the "Corporation" will be final, conclusive and binding on the Bidders/ Tenderers, and the Corporation takes no responsibility for any delay whatsoever for submission of tender after the last date and time given in the schedule.

Any future clarification and/or corrigendum(s) shall be communicated by L.I.C. of India, Divisional Office, Jabalpur through GeM Portal.

## SR. DIVISIONAL MANAGER

## PART B - GENERAL RULES AND INSTRUCTIONS TO BIDDERS

Life Insurance Corporation of India, Divisional Office, Jabalpur (hereinafter referred to as "The Corporation") invites tenders from reputed, licensed organizations / agencies for providing House Keeping Attendant Services for its LIC of India Divisional Office "Jabalpur and other offices located under jurisdiction of Jabalpur Division (List enclosed on ANNEXURE - D), for a period of 1 year (twelve months) extendable by one year on two occasions, depending upon the experience and on the same rates, terms and conditions, at the discretion of Competent Authority.

- 1. Bidder should note that their tenders/bids will remain valid for consideration for a minimum period of 06 (six) months from the date of opening of Technical Bid.
- 2. The tender shall be submitted in two parts i.e. Part-I (Technical Bid) and Part-II (Financial Bid).
- 3. Those technical bids which are found to be in order i.e. satisfying all the stipulated conditions for Attendant contract shall be short-listed and financial bids of only such short-listed bidders will be opened.
- 4. LIC of India reserves the right to call for missing / additional requirement / clarification or otherwise from the bidder at the time of analysis of the bids received in response to this notice.
- 5. Any conditional offer / tender shall not be considered.
- 6. Any modification in the tender after submission date shall not be considered.
- 7. The bidders should read and understand all the terms and conditions of the Tender before applying as the submission of the tender shall be deemed to signify the acceptance of the terms and conditions of this tender along with Annexure(s) and the successful Bidder shall sign and execute a contract subsequently which shall be inclusive of the terms and conditions as set forth in PART-E (TECHNICAL BID) of this Tender.
- 8. The Bidder should be a registered body for providing House-Keeping Attendant services having valid requisite license.
- 9. Experience in Housekeeping Attendant services mentioned in this tender means experience in House Keeping Attendant/Office Boy/Helper like services.
- 10. The bidder should have at least last three years (FY 2020-21, 2021-22 & 2022-23) experience for providing Housekeeping Attendant services in any organization/government/public sector undertaking/private organizations of repute etc with at least one existing work order as on date of submission of tender in the said organizations providing Housekeeping Attendant services through a minimum number of 50 Housekeeping Attendant.
- 11. Contract will be awarded to a bidder quoting lowest rate (L1) in the financial bid (Part F) after fulfilling statutory requirements. In case of identical financial bid resulting in tie for L1 quote, selection will be on the basis lottery by GeM, failing which it will be on the basis of highest average annual turnover in last three financial years 2020-21, 2021-22 & 2022-23.
- 12. Note that this tender is for "House Keeping Attendant" Services and in these documents wherever, the word "Attendant" is used, it should be read as "House Keeping Attendant".
- 13. The Audited average annual turnover of the company during last 3 financial years 2020-21, 2021-22 & 2022-23 should not be less than **Rs 7.50 Crore** per annum.
- 14. **Satisfactory service certificate** (completion or running) should be enclosed from any one of the bidder's existing major clients with details of contact person, address, contact no. email etc.
- 15. The bidders should confirm that they have valid mandatory compliance certificates/registrations/license under various applicable laws including labour laws applicable for State of Madhya Pradesh. Further, the Authorized signature of bidder with date & seal of Company/firm/ Agency

bidder will ensure that the above said certificates/registrations/licences are valid and renewed in time throughout the contract period. The contractor shall ensure that none of House-Keeping Attendant is paid wages which are less than the prescribed amount under the Minimum Wages Act 1948 by the Government of India or by the State Government of Madhya Pradesh or any other Authority constituted by or under any law, whichever is higher, for the category of workers deployed by him from time to time. The bidder should comply with various provisions of Contract Labour (R & A) Act 1970 and Central Rules 1971 and should upload the copies of the following:

- License from Labour Commissioner to employ contract labour under the Contract Labour Act. a.
- b. Registration certificate under Employees Provident Fund Act.
- c. Registration under Employees State Insurance Act.
- d. GST registration Certificate.
- e. Copies of Audited Balance Sheets for the last 3 financial years (2020-21, 2021-22 & 2022-23).
- f. Proof of address of his local office/establishment at JABALPUR

The bidder should not be black-listed by any office of LIC of India or any other establishment on date of submission of tender. The bidders should have adequate resources for providing House Keeping Attendant service for LIC of India Divisional Office Jabalpur and its other offices located under jurisdiction of Jabalpur Division (List enclosed on ANNEXURE - D),

- The bid shall be uploaded by a person or persons so authorized by the bidder. In case, the Bidder is a Company, the officer so authorized by the Company shall sign the Bid and affix the seal of the company.
- While discharging the duties, the bidder shall be responsible for any injuries to persons; damage done by House Keeping Attendant deployed by him and shall rectify it at his own cost.
- Exemption of Earnest Money will be given only to the MSME/NSIC registered bidders. Exemption of EMD 18. will only be given to the holder of certificate of Registration under Micro Small and Medium Enterprises Development Act. 2006. Also bidders claiming exemption from EMD need to mention Entrepreneur Memorandum number & produce copy of Acknowledgement of Entrepreneur Memorandum or single point registration certificate. In case MSME is owned by SC/ST Entrepreneurs, attested true copies of SC/ST certificate issue by District Authority needs to be submitted.

## PART C - GENERAL CONDITIONS OF CONTRACT

- 1. The Contractor will be required to submit list of the house-keeping attendants to the Corporation with photo ID, address proof (preferably with local address) and police verification certificate before deputing the attendants. All the candidates applied for House-Keeping must be minimum 8<sup>th</sup> passed and proof of the same should also be attached. Final decision in this regard rests with the Corporation.
- 2. None of the personnel deployed by the Contractor shall indulge in any act other than that provided under this contract.
- 3. The Contractor shall follow all prevailing rules / regulations / laws and should possess license for providing House Keeping Attendant Services and shall take all safety measures for the personnel deployed by him. The Contractor shall follow all the provisions of labour law and shall alone be responsible for any lapse in this regard.
- 4. The Contractor shall carry out the entire work having full regard to the safety of his own personnel as well as Corporation's staff and officers in the complex. All safe practices shall be strictly adhered to by the Contractor. Despite observing safe practices if any unfortunate incident occurs, the Contractor shall bear all expense or claims towards treatment or compensation.
- 5. The Corporation shall not be responsible financially or otherwise for any injury or death caused to any of the persons deployed by the Contractor during the performance of duties in the premises of the Corporation. The Contractor shall be solely responsible for providing compensation, if any and / or providing for expenses towards treatment for any injury or loss of life during performance of duties by the personnel deployed by him.
- 6. The Contractor shall not cause or allow any of his person to act in any manner, which may cause unnecessary disturbance or inconvenience to the Corporation, employees of the Corporation, owners / tenants / occupants of nearby properties or to the general public.
- 7. Nothing in this tender shall by implication or expression be taken to mean or imply that any of the persons deployed by the Contractor for rendering House- Keeping Attendant Services are employees of the Corporation or deployed by the Corporation. The Contractor, shall deploy workers who shall be in his sole employment and he shall be solely and wholly responsible for their acts, wages, remunerations or any other statutory liabilities or other payments. Under no circumstances shall the "Corporation" be liable for any payment or claim or compensation (including but not limited to compensation on account of injury, death or termination). In case any liability falls on the Corporation for any reason, the Contractor shall keep the Corporation indemnified against the same. In order to give effect to this, the Contractor shall incorporate suitable clause in the appointment letters to be issued to his workers mentioning that the workers are employees of the Contractor. The Contractor shall ensure medical check-up of all the personnel deployed by him, periodically as well as whenever necessary, at his own cost.
- 8. The Contractor will be responsible for all members of the staff deployed by him and shall obtain their police verification certificates. A certificate to this effect shall be furnished by the Contractor to the Corporation before deployment of the staff. Further, in respect of the workers deployed at the Corporation's premises, the Contractor shall submit details such as Names, appointment letters issued by the Contractor, age proof, address proofs & certificate of police verification in respect of all his staff deployed at Corporation's site. The Contractor shall ensure that the character and antecedents of the Attendants deployed by him are duly verified before such deployment.
- 9. The Contractor shall be responsible for any loss due to theft / pilferage / damage caused in the course of performance of duties to the Corporation's property including fittings, furniture, fixtures or any other

- equipment(s). The Corporation shall assess the amount payable by the Contractor towards damages / loss / theft / pilferage and the same shall be recovered by the Corporation from the monthly payment to be made to the Contractor and/or from security deposit/ bank guarantee.
- 10. The House Keeping Attendants deployed by the Contractor should be healthy, neat and clean. They should display good conduct & courteous behaviour. They should be in proper uniform and should be provided photo identity cards by the Contractor, at his own cost.
- 11. In case of any complaint against any of the Attendants deployed by the Contractor, he shall remove such personnel immediately and arrange for replacement of removed person within 24 hours. The person(s) so removed should not be deployed again or allowed to work in the premises of LIC of India.
- 12. If the personnel deployed by the Contractor is found to be indulging in any undesirable activities in the premises of the Corporation, the Contractor will be solely responsible for all the consequences. Besides, the Corporation shall be at liberty to lodge complaints before appropriate authorities.
- 13. No residential accommodation shall be provided by the Corporation to Contractor and / or to the Attendants deployed by him.
- 14. The contract shall be for a period of one year initially. However, the same may be extended by one year on two occasions on the same terms & conditions, subject to satisfactory performance and approval of Competent Authority.
- 15. The Contractor shall make payment to House- Keeping Attendants as per Minimum Wages Act only by electronic mode. Monthly payments to the Contractor will be made only after submission of certificate mentioning names of Housekeeping Attendants, amount paid, name of the bank and bank account number. The names mentioned should only be of those who were actually deployed as Attendants by the contractor to provide Housekeeping Attendant Services to the Corporation. Any violation of the Minimum Wages Act will entail forthwith termination of the contract in addition to such penal consequences as may be deemed fit by the Corporation.
- 16. All work must be carried out to the entire satisfaction of the Corporation. If the standard of services is not maintained to the satisfaction of the Corporation, appropriate penalty will be imposed and the same will be deducted from the monthly bill and / or Security Deposit/Bank Guarantee.

## 17. House Keeping Attendants required:

- i. Locations for Housekeeping Attendant (unskilled) Services requirements are for LIC of India Divisional Office "Jabalpur and other offices located under jurisdiction of Jabalpur Division (List enclosed on Annexure-D) for which requirement of Attendants is approximately 140 (49 in class B city & 91 in Class C city). Corporation has the right to increase or decrease the requirement of Housekeeping Attendants at any point of time and also may decide whether Attendant services are required or not at any location. The Attendants so deployed by the contractor are expected to carry out Attendant's job and other related miscellaneous work as deemed fit by the Corporation. Assessment of Attendants requirement is only to provide an equal footing to all the bidders so that they have equal weightage on this factor. This tender must not construed as a tender for deployment of Housekeeping Attendants. It is also reiterated that this tender is inviting offers for providing Attendants services and not for deployment of Attendants.
- ii. The outsourcing of the Attendants is purely on contractual basis. The duty hours will be 8 (eight) hours, excluding lunch hours, for each Attendant per working day.
- iii. The attendants deployed by the Contractor are expected to provide services as per terms of the contract and their services may also be utilized for any other work related to Attendants such as Authorized signature of bidder with date & seal of Company/firm/ Agency

- meetings, conferences or any other day to day work in different departments or locations in its LIC of India Divisional Office "Jabalpur and other offices located under jurisdiction of Jabalpur Division (List enclosed on Annexure-D).
- iv. The Attendants so deployed by Contractor for required jobs should be of sound mind & major with age not more than **50 years.**
- v. If necessary, the Attendants deployed by the Contractor may also be called upon to perform any other duties in addition to those explicitly stated in this tender. The Contractor shall ensure due compliance of such instructions, issued from time to time, by Authorities of the Corporation.
- vi. Complete details of the Attendants deployed daily by the Contractor shall be maintained by Contractor and made available for verification as and when demanded by the Corporation.

## 18. Responsibilities of the Contractor would be as under:-

- i. To provide disciplined, courteous, trained and quality personnel ready ever to attend to their work politely.
- ii. The Contractor shall ensure excellent standards of service.
- iii. The Contractor shall ensure that GST collected from the Corporation is deposited with the GST authorities and proper GST return is filed within the specified time limit.
- iv. Attendants deployed by the Contractor shall be required to display their photo identity card issued by the Contractor.
- v. It shall be the responsibility of the Contractor to provide all benefits, remuneration & amenities prescribed under any applicable law to the Attendants deployed by him.
- vi. The Contractor shall be responsible to maintain all Registers, Records and Accounts required for the compliance of any and all statutory provisions / obligations.
- vii. The Contractor should ensure that Attendants provided by him do not smoke while working in the premises of the Corporation. They will also not indulge in drinking alcohol or any other intoxicants. They will not consume drugs and eat pan / khaini / tobacco etc. They will not play cards or indulge in gambling or any illegal activity in the office premises.
- viii. The Contractor shall comply with the feed-backs, if any, given to it by Official of Corporation.
- viii. All complaints received during normal working hours should be attended to as early as possible. No complaints should be left unattended / postponed.
- 19. The punctuality & quality in rendering of the said services are the essence of the contract and the Contractor shall undertake to abide by them at all times. The Contractor will provide the address of his local office at JABALPUR (which must have operational for at least last two years) and the phone number/ mobile number of the office along with the mobile numbers of the person/ representative liable to monitor and manage day to day management / supervision of Attendants. The Contractor through his office/ representative will ensure attendance of the entire workforce on all days at stipulated time for the stipulated duration at all locations through the maintenance of a suitable register and also ensure the quality of the work. The Contractor has to ensure that none of his/her worker leaves the premises before expiry of the stipulated hours. If any worker is on leave, has fallen sick, or has not reported for duty on time and no alternate arrangement is made by the Contractor, the said worker will be considered absent for the full day and no payment will be given for that day for such worker and that amount will be deducted from the amount due to the Contractor at the time of finalization of his / her bills for the said month.

- 20. Further if Contractor fails to make alternate arrangement within 24 hours, in such cases of leave/absence of any worker an additional amount Rs. 100/-(+GST as applicable) will be deducted as fine for each day from the beginning of very first day of absence of such worker and no wages for such days will be paid. Needless to mention that if deployed personnel found with poor/improper turned out uniform & without identity card he will be treated as absent.
- 21. In addition to above Para No. 20, "the Corporation" may impose fine/penalty for non fulfilment of contractual obligations in accordance to following table:-

1	Delay/Non performance in providing services	Rs. 100/- (+Applicable GST) per item for each delay
	as per the specified time schedule	of delay
2	Misuse (consumption of alcohol ,tobacco etc)	Rs. 1000/- (+Applicable GST) per day per event
	in any space /room/premises	
3	Non attending the daily allocated job	Rs. 100/- (+Applicable GST) per complaint
4	Non wearing of ID Card/Uniform	Rs. 100/- (+Applicable GST) per day per event
5.	Salaries to the deployed attendants to be paid	Rs. 5000- (+Applicable GST) per month
	by the contractor before 7 <sup>th</sup> of following month	
6.	On detection of difference in attendance sheet	Rs. 1000/- (+Applicable GST) per day per event
	and physical presence of deployed attendants.	
7	Non uploading of GSTRs /other statements on	Rs. 1000/- (+Applicable GST) per event
	relevant websites	

## 22. The Contractor shall:

- i. Provide proper, well turned out, neat and clean uniform with identity card to all the Attendants deployed by him for providing services and ensure that the same is worn by them during the course of their duties in the premises.
- ii. Ensure immediate corrective action on receipt of any complaint against the services provided or against any individual deployed by him in the premises of the Corporation.
- iii. Be obliged to continue providing the services on the same terms and conditions as provided in the contract, till such time as Corporation, is able to make any alternative arrangement or Corporation has agreed in writing to allow the Contractor to discontinue earlier.
- iv. Comply with the instructions issued by the authorities of the Corporation from time to time relating to the performance of the services, duties and obligations. The services rendered by the Contractor shall be subject to regular review by the Corporation and its decision as to the quality thereof shall be final and absolute.
- 23. Nothing in this tender shall be deemed to create any partnership, joint venture, agency between Corporation and the Contractor or their representatives and employees and nothing herein shall deem to confer on any party, any authority to incur any obligation or any liability on behalf of the other party. The Contractor is an independent entity and not an employee, agent, associate or authorized representative of Corporation. The Contractor is not authorized to undertake any obligation or liability in the name of or on behalf of Corporation whatsoever.
- 24. The Contractor & the Attendants deployed by him at the Corporation's premises shall maintain confidentiality of any information in their possession during their deployment in the premises of the Corporation & thereafter.
- 25. In case of any loss/damage due to House-keeping Attendants, for any reason whatsoever, the Contractor shall pay damages commensurate to the nature of loss / damage, an appropriate amount depending upon

- LIC's discretion and Corporation shall without prejudice to their rights and remedies including termination of Contract, be entitled to deduct such damages from any amount payable to the Contractor.
- 26. The bidder is required to upload photocopies of the following documents duly self attested along with the Technical Bids failing which their bids shall be summarily rejected.
  - a. Registration certificate with Labour Department
  - b. Copy of PAN/GIR card
  - c. Copy of Income Tax Returns filed along with computation of income for last three financial years
  - d. Copies of EPF Registration certificate
  - e. Copy of ESI Registration certificate
  - f. Copy of GST Registration
  - g. Copy of necessary license under Shops and Establishment Act
  - h. CA certificate for turnover of last three years 2020-21, 2021-22 & 2022-23.
  - i. Proof of address of his local office/establishment at JABALPUR
- 27. The bidder shall give an Affidavit on stamp paper of Rs. 100/- that they are complying with the provisions pertaining to various Acts as amended from time to time as mentioned below. It will be the sole responsibility of the Contractor to abide by the provisions of the following Acts as to the workers deployed by him for performance of the service.
  - a] Child Labour Abolition & Rehabilitation Act, 2006
  - b] Workmen Compensation Act 1923
  - c] Labour & Employment Act 1972
  - d] Industrial Employment (Standing Orders) Act 1946
  - el Contract Labour (Regulation & Abolition) Act 1970
  - f] The Minimum Wages Act 1948
  - g] Employees' Provident Fund Act 1952
  - h] The Employees' State Insurance Act 1948.
  - i] The Insurance Laws (Amendment) Act 2015.
  - J] Provisions of IRDA circular ref:- IRDA/Life/CIR/GLD/013/02/2011 dated 01.02.2011
  - k] Any other Act or Legislation/ Local Laws which may govern the nature of Contract.
- 28. The bidder will discharge all legal obligations in respect of wages of his personnel and their service conditions & shall comply with all the rules & regulations & provisions of Law in force that may be applicable to them from time to time viz. statutory obligations under Contract Labour (Regulation &Abolition) Act 1970, Minimum Wages Act, Workmen Compensation Act, EPF & MP Act, Industrial Dispute etc. The Contractor will indemnify & keep indemnified the Corporation from any claim, loss or damage that may be caused to the Corporation on account of the failure of the Contractor to comply with his obligations under the various laws towards the Attendants deployed by him for any loss or damage to the Corporation due to the acts / omissions of Contractor.
- 29. All the bidders shall execute and submit Integrity Pact on plain paper as per Annexure A in this tender document. This document has to be submitted with the technical bid failing which the tender will not be considered.

30. The bidder should neither be a sub-contractor to any other entity / person, nor should, at any time, sublet to any other person, the contract awarded to him. He should not be a party to any cartel at any time for processing any contract including the present tender.

## **31. PAYMENT TERMS:**

- The billing and payment will depend on the actual number of persons deployed by Contractor and actual number of days of working of each person as per stipulated minimum wages for unskilled worker category.
- ii. The Contractor will be paid on monthly basis by NEFT / RTGS only for the services rendered during the particular month for which he shall submit the bill for the agreed amount latest by 7th of the following month along with proof of remittance (copy of challan) of EPF, ESIC of the previous calendar month along with list of employees for whom the amount stands remitted. The list shall mention all the particulars like name of Attendant, amount credited (with bifurcation like BASIC+VDA+ EPF + ESIC + STATUTORY payment), Bank name, Bank Branch and bank account number. Quarterly statement of GST should be timely submitted to the Corporation.
- iii. The Corporation reserves the right to withhold bills if the contractor fails to produce the proof for having remitted the Wages/ ESI/PF Statutory dues. ESI/PF should be deposited in stipulated time to the Statutory Authority.
- iv. The Contractor shall disburse the minimum wages (in vogue as on date of payment of wages) to House Keeping Attendants by electronic mode only on or before 7<sup>th</sup> of the succeeding month. The contractor shall bear all expenses regarding uniforms, preparation of their Identity card, compensations, wages and allowances (VDA, ESI and EPF etc as applicable relating to attendant engaged by him and abide by the provisions of various labour legislations. The Contractor shall pay the wages to the Attendants on or before the 7<sup>th</sup> day of every succeeding month. Wages payable shall not be less than the minimum wages payable as declared by the Central Govt/State Government, whichever is higher. The Corporation will reimburse wages paid to the attendants deployed by the contractor only on submitting the proof of payments to the Attendants and confirmation of the same by the offices concerned.
- v. TDS at the prevailing rates will be deducted.
- vi. The Contractor shall alone bear all taxes, rates, charges and levies or claims whatsoever as may be imposed or levied by the State/Central Government(s) or any local body or authority for and in connection with rendering services except Goods and Services Tax (GST). The GST will be raised by Contractor in the monthly bill & same will be paid by Corporation along with the other agreed charges for the services of House Keeping Attendants.
- vii. The Contractor is liable to remit/deposit to the concerned government authority/department all the dues payable by it under the law within the stipulated time period, failing which the dues are liable to be deducted from the bills payable to the Contractor.

## **32.** Administrative/Service Charges: -

The tenderer shall be required to quote Administrative/Service Charges in-Toto, for the award of the contract. To arrive on Administrative/Service Charges tenderer must keep alike/similar percentage of wage bill for both class of city (i.e same percentage of wage bill for city class B & city class C). On awarding the contract service charges will be converted into percentage (%) of the wage bill for per Housekeeping attendant per day basis . This percentage of Administrative/service charge will remain

- be fixed on future increase/decrease, in minimum wage rate during the period of contract, respectively.
- **ii. Bidder must provide bifurcation of t**he components of quoted value (i.e. rates per House Keeping Attendant per day, statutory payments, Service charges, GST and other liabilities) while quoting the same over GeM poertal. If bidder fails to provide aforementioned bifurcation the corporation reserve the right to call statement of such bifurcation.
- iii. Administrative/ service charges quoted by the contractor should not be less than 3.85 %. If a firm quotes 'less than 3.85 % charges the bid shall be treated as unresponsive and will not be considered.

## 33. TERMINATION:

Corporation reserves the right to cancel or terminate this contract / agreement by giving one month's notice in writing without giving or assigning any reasons whatsoever for doing so. In the event of the Contractor wishing to terminate this Contract, the Contractor shall give at least three months notice to Corporation in writing.

In the event of earlier termination of the Contract by either parties or on expiry of the contract, the contractor shall be obliged to continue providing the services on the same terms and conditions as provided in the Contract, till the Corporation is able to make alternate arrangements for House Keeping Attandant services, even if Corporation has agreed in writing to allow the Contractor to discontinue earlier.

The contract is also liable to be terminated by the Corporation if

- i. The Contractor abandons the work or
- ii. The Contractor assigns or sublets the work in whole or in part thereof or
- iii. The Contractor makes default in proceedings of the work under the contract, at any time during the contract period, with due diligence and continues to do so even after a notice is issued by the Corporation or
- iv. The Contractor becomes bankrupt or insolvent or goes into liquidation or is ordered to wind up or has a receiver appointed on its assets or
  - v. The Contractor persistently disregards the instructions issued by the Corporation or
  - vi. The Contractor fails to adhere to the agreed schedule of the work or
  - vii. The information submitted by the Contractor in the Tender is found to be incorrect or
  - viii. The Contractor fails to perform its obligations as per terms and conditions of the contract or
  - ix. The Contractor fails to maintain records / registers as required under the terms of this contract.
- 34. **Punitive Provisions:** Without prejudice to and in addition to the rights of "The Corporation" to other penal provisions as per the bid documents or contract, if the "The Corporation" comes to a conclusion that a (prospective) bidder/contractor/service provider, directly or through an agent, has violated any Code of Integrity in competing for the contract or in executing a contract, "The Corporation" may take appropriate measures including one or more of the following:
  - i) If his bids are under consideration,
    - a) Forfeiture or encashment of bid security;
    - b) Calling off of any pre-contract negotiations; and
    - c) Rejection and exclusion of the bidder from the procurement process.

## ii) If a contract has already been awarded,

- a) Cancellation of the relevant contract and recovery of compensation for loss incurred by "The Corporation";
  - b) Forfeiture or encashment of any other security or bond relating to the procurement;
- c) Recovery of payments made by the "The Corporation" along with interest thereon at the prevailing rate;

## iii) Provisions in addition to above,

- a) Removal from the list of registered suppliers and banning/debarment of the bidder from participation in future procurements of "The Corporation" for a period not less than one year;
- b) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible

#### 35. DISPUTES & DIFFERENCES:

- i. In case of any dispute between the Agency and Corporation, Corporation shall have the right to decide the same
- ii. The matter will be referred to the Divisional Manager, L.I.C. of India, Divisional Office, Jabalpur and his decision shall be final and legally binding on the contractor.
- iii. All disputes shall be settled within the territorial jurisdiction of city of Jabalpur (MP) only.

## **36. SECURITY DEPOSIT**

The selected Contractor will have to remit security deposit of Rs **30,00,000/-(tentative)** which will be 10% of estimated value of the contract (approx. Rs 300 lakhs) through NEFT or RTGS. The amount will be kept interest free with the Corporation for the entire period of the contract. The Security Deposit shall be refunded with in a period of two months from the date of expiry or termination of contract (whichever is earlier) provided there are no defects or loss or damage caused to the Corporation. In case of defects or loss or damage caused to the Corporation, the same shall be recovered from the Security Deposit and balance, if any, shall be refunded without interest to the Contractor.

- 37. The Contractor shall remit ESI and EPF contribution of all his Attendants regularly to ESI Corporation and P.F. Authorities respectively and furnish the proof of the same every month to the Corporation. If it is found at any time that ESI and EPF contributions in respect of his employees are not being deposited, L.I.C. of India reserves the right to utilize the amount of Security Deposit for the same or from the amount payable to the said contractor.
- 38. The Contractor agrees to abide by the regulations if any notified by IRDAI during the currency of Contract in connection with, "Outsourcing Policy" of LIC of India.
- 39. PROVISIONS OF SECTION 33(3) and 33(4) OF THE INSURANCE ACT, 1938 AS AMENDED BY THE INSURANCE LAWS (AMENDMENTS) ACT, 2015:
  - In terms of provisions of Section 33(3) of The Insurance Laws (Amendment) Act, 2015, the Insurance Regulatory and Development Authority of India (IRDAI), is authorized to verify such books of account, registers, other documents and the data base in the custody of the Contractor in respect of services outsourced by the LIC of India. It shall be the duty of the Contractor to provide such documents / statements / information as may be required by IRDAI within such time as may be specified by IRDAI.

In terms of provisions of Section 33(4) of The Insurance Laws (Amendment) Act, 2015, the Insurance Regulatory and Development Authority of India (IRDAI), if it considers expedient to do so, may direct any person hereinafter referred to as "Investigating Officer", to make an investigation as specified under Sec.33(1) or carry out an inspection as specified under Section 33(2) of The Insurance Laws (Amendment)

Act, 2015, who may examine on oath any Manager, Managing Director or Other Officer of the Contractor or agency where the services are outsourced by LIC of India.

40. The Corporation reserves the right to call for any record or requirements from the Contractor at any time in response to any query from the Appropriate Authorities.

We accept all the above terms and conditions as set forth in all the Parts from A to C.

AUTHORISED SIGNATORY

NAME / DESIGNATIONS & SEAL OF THE FIRM/ CONTRACTOR/COMPANY

DATE:

PLACE:

## PART D - SCOPE OF WORK

The successful bidder will have to provide House Keeping Attendants Services for LIC of India Divisional Office Jabalpur and other offices located under jurisdiction of Jabalpur Division (List enclosed on Annexure-D) by deploying its persons 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.

The service provider will have to engage suitable trained & courteous Attendants to carry out all related works on all working days and some special occasions when the office remains open either for work or for other reasons.

## **Scope of Work of Attendant Services**

- 1. Daily Cleaning of all Office Furniture & Fixtures which includes tables, sofa, chairs, almirahs, telephones, fans, other electrical equipments, computer peripherals etc.
- 2. Attending to officers & staff.
- 3. Serving tea, snacks etc, Drinking water washing utensils like cup, jug, glass etc related to these services.
- 4. Opening & closing of office main gate, doors, windows etc.
- 5. Carrying message, letter, dak, post etc to different offices.
- 6. Switching on & off the light, fans, ACs whenever necessary.
- 7. Assisting in photocopying, scanning and packing, dispatch of documents and filing of papers.
- 8. Moving & shifting of office furniture/ items.
- 9. To see all waste papers are removed / stored properly.
- 10. Turning off water taps wherever water is overflowing etc. every day.
- 11. Any other miscellaneous job of similar nature required from time to time by the Corporation.

# PART E - TECHNICAL BID (To be uploaded on GeM Portal)

1.	Name of the Firm / Contractor / Company :					
	(Attach certificate of Registration)					
2.	Date of establishment :					
3.	Name o	of the Proprietor/ Director of the Firm / Contractor / Company :				
4.	Full Add	dress of Registered Office :				
	a.	Telephone number/s :				
	b.	Mobile Number :				
	c.	E-mail Address:				
5.	Full Add	dress of Operating Office /Branch :				
	a.	Telephone number/s :				
	b.	Mobile Number :				
	c.	E-mail Address:				
6.	*Banke	r of the Company Firm /Contractor/ Company :-				
	Telepho	one Number of Banker :				
7.	*Regist	ration no. with Labour Department :				
8.	*Registration no. under Shop & Establishment Act:					
9.	*PAN NUMBER (Attach certified copy) :					
10.	O. Office at since :					
11.	L. Address of local office (at) :					
12.	2. *EPF Registration No. :					
13.	3. *ESI Registration No. :					
14.	14. *GST Registration No. :					

GST (Vendor details)			
Name			
State (complete State Name)			
State Code			
PAN Number			
GSTIN Number			
Contact Person			
Phone Number			
Mobile Number			
E mail ID			

15. Details of EMD @ 2% of approx contract value

NEFT/RTGS Details	EMD of Rs. 6,00,000/-		
Name of Bank			
Account Number			
UTR/RTGS Number			

16. \*Audited Turnover of the Company /Partnership Firm/ Proprietorship for the Financial Year 2020-21, 2021-22 & 2022-23 (Please upload a copy of CA certificate showing turnover for last three years and copy of audited Balance Sheet and Profit & Loss Account for all the three years):

Sr. No.	Financial Year	Turnover
1	2020-21	
2	2021-22	
3	2022-23	

17. A. Work experience of Bidder in the field of Attendants Service: (Attach Proof) (Please see point no. 10 of Part B)

Sr. No.	Name of the Client	Specify whether Financial organization, Government / Public Sector	Since when Service is provided		Annual contractual amount of Attendant services with number of Attendants (in lacs)	
	undertaking /Private		From (mention date)	То		
		organizations	uatey		Number	Amount

## 17. B. DETAILS OF EXISTING CLIENTS (Attach Proof)

Name and Address of the Company	s Contact Person				Date of award of Contract		Number of Attendants	Total Annual
	Name Designation	Designation	Phone No.	e-mail ID			deployed	Contract Value (In lacs)
					From	То		, ,

Give reference with full details of the person to whom enquiry in the above organizations can be made about work performance by our authorized officials.

Separate sheets may be used for uploading the information sought in points 17. A. & 17. B.
* Attach self attested photocopies of certificates/statements.
<u>DECLARATION</u>
I, Son / Daughter / Wife of Shri
Proprietor / Director /Authorized Signatory of the Firm/ Contractor/ Company mentioned above is competent to sign the declaration and Execute this Tender Document:
I have carefully read and understood all the terms and conditions of the Tender and undertake to abide by these terms and conditions.
The information / documents furnished along with the application are true and authentic to the best of my knowledge and belief. I am/ we are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.
I /we confirm that we are neither black listed nor facing any penal action from any office of LIC of India or an establishment of Central Govt or the State Govt or the PSU for breach of agreement.
I/we possess all licenses/certificates issued by concerned Deptt. of Central Government/ Government of Madhya
Pradesh for providing Housekeeping Attendants. I/we will ensure to timely renew the same throughout the contract period. I/we would provide Housekeeping Attendants on contractual basis as mentioned in tender documents (PART A to PART F).
Signature of Authorized person
Date: -
Full Name: -
Place: -
Seal:-

## Order of Arrangement of Documents with Technical Bid: - (Self Attested)

- 1. Attested copy of Firm/ Contractor /Company Registration
- 2. Attested copy of Certification of Registration with Labour Deptt.
- 3. Attested copy of Certification of Registration under Shop & Establishment Act
- 4. Attested copy of PAN/ GIR Number
- 5. Attested copy of EPF Registration letter / Certificate
- 6. Attested copy of ESI Registration letter / Certificate
- 7. Attested copy GST Registration
- 8. Certified copy of Balance Sheet and Profit & Loss Accounts for last 03 years as mentioned
- 9. Attested Copy of last 3 years IT Returns filed by Firm /Company (FY 2020-21, 2021-22 & 2022-23) along with copy of computation of income
- 10. Separate sheet in reply to question no. 15 A & 15 B of Technical Bid in the given format with additional details about contact person/s
- 11. Certified Document in support of entries in column no 15 A & 15 B of Technical Bid
- 12. Copy of the terms and conditions in tender document with each page duly signed (with seal) by the Authorized signatory of the Firm / Contractor/ Company in token of their acceptance.
- 13. Duly filled Integrity Pact as per format provided in Annexure A on plain paper duly signed.
- 14. Affidavit as per Annexure B (please see page 24) on non judicial stamp paper of Rs. 100, notarised.
- 15. Satisfactory certificate of at least one firm.
- 16. Additional documents if any to be annexed thereafter.
- 17. MSME certificate required if applicable.
- 18. Proof of address of his local office/establishment at JABALPUR

All the documents are to be arranged in serial order as above. Index of all the documents submitted by the bidder mentioning page number should also be done on front page. In addition to signature on bottom of all the pages of tender documents, signature of bidder with name / designation with seal of the agency/firm (& witness wherever required) is required on technical bid & financial bid along with all Annexures.

## PRE-BID INTEGRITY PACT

Annexure A

General: (to be submitted with technical bid on plain paper duly signed & witnessed)
This pre-bid pre-contract integrity pact (hereinafter called the Integrity Pact) is made on day of the
$month\ of\2023\ \ ,\ between,\ on\ one\ hand,\ the\ Life\ Insurance\ Corporation\ of\ India\ (hereinafter\ referred\ to\ Reference\ Referred\ to\ Reference\ Referred\ to\ Referred\ Referred\ Referred\ to\ Referred\ Ref$
as "LIC") a statutory Corporation established under section 3 of Life Insurance Corporation Act 1956 (XXXI of 1956)
and having its Jeevan Prakash Divisional Office Jabalpur (hereinafter called the "BUYER" which expression shall mean
and include, unless the context otherwise requires, his successors in office assigns) of the First part. And

M/s represented by Shri......

(Hereinafter called the "BIDDER /SELLER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second part.

WHEREAS the BUYER proposes to procure Housekeeping Attendants services for its LIC of India Divisional Office "Jabalpur and other offices located under jurisdiction of LIC of India Jabalpur Division (List enclosed on ANNEXURE - D).", and the BIDDER/Seller is willing to offer/has offered the House keeping Attendants services for these locations.

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export Contractor, 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 services 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/ 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:-

#### 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, 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.

Authorized signature of bidder with date & seal of Company/firm/ Agency

- 1.3 All the officials of the BUYER will report to the appropriate "CVO" any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed 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.

#### 3. Commitments of BIDDERs

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 disfavour 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 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. 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 owner of the Contractor/ firm /company providing Attendants and Caretakers Services and has not deployed 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 officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

Authorized signature of bidder with date & seal of Company/firm/ Agency

- 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 Indian Penal Code (IPC) /Prevention of Corruption (PC) Act. Further improperly, for purposes of competition or personal gain, pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
  - 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 employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

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

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

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

- 5. Earnest Money Deposit/ Security Deposit:
  - i. While submitting commercial bid, the BIDDER shall deposit an amount Rs.1,20,000/- (Rupees One lakh Twenty thousand only) as Earnest Money Deposit with the BUYER & Successful bidder shall deposit 10% of contract value Being Security Deposit/ & these amounts to be remitted in the form of Demand Draft in favour of LIC OF INDIA payable at Jabalpur
  - ii. The Earnest Money / Security Deposit shall be valid up to the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
  - iii. In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

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

### 6. Sanctions for Violations:

- A. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:
  - i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
  - ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
  - iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
  - iv) To recover all sums already paid by the BUYER, and in the case of an Indian BIDDER with interest thereon at 2% above the prevailing Prime Lending Rate of State Bank of India. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
  - v) To 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) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
  - ix) 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.
- B. The BUYER will be entitled to take all or any of the actions mentioned at para 6.A to 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.
  - C. The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be final and convulsive on the BIDDER. However, the BIDDER can approach the Independent Monitor(S) appointed for the purposes this Pact.

Authorized signature of bidder with date & seal of Company/firm/ Agency

## 7. **Indepdent Monitors:**

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

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

Shri Rajni Kant Mishra, IPS (Retd)
 Ex Director General in BSF
 B-1801, Amrapalli Sapphire, Sector-45

NOIDA (Utttar Pradesh), PIN-201303

Email address: <a href="mailto:rkm592002@yahoo.co.in">rkm592002@yahoo.co.in</a> & <a href="mailto:rkm592002@yahoo.co.in">rkm592002@yahoo.co.in</a> & <a href="mailto:rkm592002@yahoo.co.in">rkm592002@yahoo.co.in</a> & <a href="mailto:rkm592002@yahoo.co.in">rkm592002@yahoo.co.in</a> & <a href="mailto:rkm592002@yahoo.co.in">rkmishra84@gmial.com</a>

Mobile No: 97173-28500

Shri Arun Chandra Verma, IPS (Retd)
 Ex Director General of Police, CISF
 Flat No. C-1204, C Tower,
 Amrapali, Platinum Complex,

Sector 119, NOIDA (UP)

- 7.2 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.
- 7.3 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.
- 7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the Senior Divisional Manager, Divisional Office JABALPUR, Life Insurance Corporation of India.
- 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 also applicable to subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 7.7 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.

- 7.8 The Monitor will submit a written report to the **Senior Divisional Manager, Divisional Office JABALPUR, 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.
- 7.9 If the Monitor has reported to the **Senior Divisional Manager, Divisional Office JABALPUR**, LIC, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman LICI has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 8. 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.
- 9. Law and Place of Jurisdiction:

This pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER. 10.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.

11. Validity

The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is earlier. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12. Should one or several provisions of this Pact turn out to be invalid; the remainder of this pact shall remain valid.

The parties hereby sign this Integrity Pact a	t
BUYER	BIDDER
Name of the Officer:	
Designation	Authorized signature of bidder & seal
Witness:	
1	
2	

## **Annexure B**

being Indian Company / Sole Trading

## **AFFIDAVIT**

, -,	
Company / Partnership Firm, registered under	bearing registration no.
having office at	do hereby
solemnly affirm and state as under:-	
Whereas Life Insurance Corporation of India, Divisional Of	fice, has floated a tender for House Keeping
Attendants Services and in respect of the same, I/we being one	of the Bidders, confirm that -

(To be given by the bidder on non judicial stamp paper of 100/- Notarised, along with the technical bid)

I /we strictly follow all laws as mentioned in General Conditions of contract and other pages of this tender.

I /we confirm that we are neither black listed nor facing any penal action from an establishment of Central Govt or the State Govt or the PSU for breach of agreement.

I /we shall at all time indemnify and keep indemnified the Corporation against any/all claims of/by persons deployed for providing housekeeping Attendants service including but not restricted to the claims under the Workmen's Compensation Act,1923; Payment of Wages Act; Payment of Bonus Act; Employees' Provident Funds & Miscellaneous Provisions Act; Payment of Gratuity Act, Minimum Wages Act, Employees' State Insurance Act, Child Labour Act, Industrial Employment Act, Contract Labour Act, Labour & Employment Act 1972, The Insurance Laws (Amendment) Act 2015, Provisions of IRDA circular ref:- IRDA/Life/CIR/GLD/013/02/2011 dated 01.02.2011, Any other Act or Legislation/ Local Laws which may govern the nature of Contract or any other Act(s)or statutory modifications thereof or otherwise for or in respect of any claim for damage or compensation payable in consequence of any accident or injury sustained by any worker or personnel of our firm or in respect of any claim, damage or compensation under Labour Laws or any other laws or rules made there under, by any person whether in the employment of our firm.

I/we further state that we shall indemnify Life Insurance Corporation of India against all claims, which may be made upon the Life Insurance Corporation of India being the buyer under the contract and it shall be at liberty and is hereby empowered to deduct the amount of any damages, compensation costs, charges and expenses arising or occurring of any claim of damages, from any sum or sums due or to become due to me/us. I/w state that Life Insurance Corporation of India has considered my / our bid on the basis of the statement made by me /us in this Affidavit. I/ We further state that non-compliance of any provisions, being a statutory requirement, any mis-statement made shall be sufficient reason for Life Insurance Corporation of India to terminate the contract, besides taking recourse to other legal remedies available in the contract.

Signature of the Bidder
NAME / DESIGNATION AND SEAL OF
THE FIRM / COMPANY
Date

I/We, authorized representative of

Annexure C

## **NEFT MANDATE**

## APPLICATION FOR PAYMENT THROUGH NEFT FROM AGENCY

Name of the Agency: (As per Bank A/c)		
PAN NO. : (Compulsory)		
Address of Agency :		
Phone / Mobile no. : (FOR SMS Alert)		
Email ID : Agency's Bank name :		
Bank Branch Name :		
Address of the Bank :		
*Agency Bank Account (Full Digit 11-16)	No.:	
Type of A/c (Saving A/c Bank IFSC Code No. : (11 DIGIT IFS CODE)	Current A/c OD A/c CC A/c ):	
I have checked the abordary	ove details with my banker and confirm that they are correct. etails stated above.	Please transfer the amount
Signature of the Author	rized Signatory of Agency	Date:
With seal		

\* Please attach copy of cancelled cheque with this form

## PART F - Financial Bid (being made available on GeM Portal)

The tenderer has to go through details of terms/conditions & scope of work and nature of services to be provided. Accordingly, he has to submit the financial bid having regard to the General Terms and Conditions, number of House Keeping Attendants to be deployed, scope of work & locations as available on GeM portal itself.

## <u>Draft Financial Bid for House-keeping Attendant Services available on GeM Portal</u>

(a) The components of rates per House Keeping Attendant per day shall comprise such statutory payments and liabilities as applicable on date and revised from time to time as under:

S. No.	Particulars	Components of Rates		
1	Minimum wages per person (per day) for unskilled category	Minimum Wages per day per person, including VDA as on date as per Ministry of Labour & Employment , F No-1/8(5)/2023-LS-II Dated 26-09-2023		
2	E.S.I. Charges	Employees State Insurance as applicable		
3	E.P.F. Charges	Employees State Provident Fund as applicable		
4	Service Charges	Minimum 3.85% of the monthly wage bill (which includes minimum wages, ESI & EPF)		
5	GST	As applicable		

# \*\* It shall be presumed that each of the tenderer shall be liable to make above payments as per the statutory liabilities and claim the same from the Department.

(b) Administrative/Service Charges: - The tenderer shall be required to quote Administrative/Service Charges in-Toto, for the award of the contract. To arrive on Administrative/Service Charges tenderer must keep alike/similar percentage of wage bill for both class of city (i.e same percentage of wage bill for city class B & city class C). On awarding the contract service charges will be converted into percentage (%) of the wage bill for per Housekeeping attendant per day basis. This percentage of Administrative/service charge will remain be fixed on future increase/decrease, in minimum wage rate during the period of contract, respectively.

(c) <u>Bidder must provide bifurcation of the components of quoted value</u> (i.e. rates per House Keeping Attendant per day, statutory payments, Service charges, GST and other liabilities) while quoting the same over GeM poertal. If bidder fails to provide aforementioned bifurcation the corporation reserve the right to call statement of such bifurcation.

#### **Note**

 It shall be presumed that each of the tenderer shall be liable to make payments of minimum wages and other statutory liabilities and will claim the same. Thus the administrative/service charges shall be the deciding parameter for the award of the contract and the bidder shall be required to quote only total administrative / service charges.

- 2. Administrative/ service charges quoted by the contractor should not be less than 3.85 %. If a firm quotes 'less than 3.85 % charges the bid shall be treated as unresponsive and will not be considered.
- 3. GST will be reimbursed to the vendor by LIC of India as per prevailing rates.
- 4. Billing and payment will depend on actual number of persons deployed & actual number of days of working of each House-Keeping Attendant.

Signature of Bidder with seal
Name of the Agency Name of signatory:
Designation:
Address of Office:

Date:

Place:

ANNEXURE-D

DIVISIONAL OFFICE JABALPUR AND OTHER OFFICES LOCATED UNDER JURIDICTION OF JABALPUR DIVISION

S. NO.	NAME OF OFFICES	DO/BO/ SO CODE NO.	CLASS OF CITY	TENTATIVE REQUIREMENT OF ATTENDANTS
1	DIVISIONAL OFFICE JABALPUR	D-037	В	20
2	CBO-1 JABALPUR	375	В	5
3	CBO-2 JABALPUR	202	В	5
4	CBO-3 JABALPUR	37A	В	5
5	DBO- JABALPUR	374	В	2
6	CAB- JABALPUR	401	В	4
7	P&GS JABALPUR	G-304	В	3
8	SIHORA	37L	С	4
9	KATNI-1	376	С	5
10	KATNI-2	3048	С	4
11	DAMOH	37D	С	6
12	SAGAR-1	371	С	5
13	SAGAR-2	37M	С	4
14	CAB-SAGAR	3051	С	3
15	BINA	37J	С	3
16	NARSINGHPUR	358	С	4
17	MANDLA	37C	С	6
18	BALAGHAT	380	С	6
19	LAKHNADON	3052	С	3
20	SEONI	378	С	6
21	CHHINDWARA	388	С	6
22	PARASIA	37I	С	5
23	SAUSAR	3049	С	5
24	SO-ADHARTAL, JABALPUR		В	1
25	SO-VIJAY NAGAR, JABALPUR		В	1
26	SO-RANJHI, JABALPUR		В	1
27	SO-BILHARI, JABALPUR		В	1
28	SO-CLIA, JABALPUR		В	1
29	SO-SHAHPURA		C	1
30	SO-VIJAYRAGHAVGARH		С	1
31	SO-TENDUKHEDA		С	1
32	SO-HATTA		С	1
33	SO-RAHLI		С	1
34	SO-KHURAI		C	1
35	SO GOTEGAON		С	1
36	SO-GADARWARA		С	1

Authorized signature of bidder with date & seal of Company/firm/ Agency

		Total	140
44	SO-PANDURNA	С	1
43	SO-CHORAI	С	1
42	SO-BARGHAT	С	1
41	SO- LANJI	С	1
40	SO-BAIHAR	С	1
39	SO-WARASEONI	C	1
38	SO DINDORI	C	1
37	SO-NAINPUR	С	1