

TENDER NOTICE FOR HOUSE KEEPING SERVICES

Tender No. THRISSUR DO / ESTB/1/2023-24

LIC of India, Thrissur Division intends to hire the services of Agencies/firms/organizations for Housekeeping Services for its premises at "Jeevan Prakash", Kovilakathumpadam Thrissur and its Branch Offices & Satellite Offices & Guest Houses at different location in Thrissur, Palakkad and parts of Malappuram Districts by inviting Tenders under Two bid system (TECHNICAL BID & FINANCIAL BID)

For complete details and tender documents please contact OS Department, Thrissur Divisional Office at the above address between 10.30 am to 3.30 pm on working days or log on to www.licindia.in/tenders and click on to "Tender for Housekeeping Services - Thrissur Division"

LIC of India reserves the right to accept or reject any or all offers in full / part without assigning any reasons whatsoever.

Last date for submitting bid documents up to **12.30 PM on 27.12.2023**

Date: 06.12.2023

Place: Thrissur

Sr. Divisional Manager

Notice Inviting Tender for Providing House keeping Service

Life Insurance Corporation of India, Thrissur Divisional Office (herein after referred to as "**The Corporation**") having its office at Kovilakathumpadam,Thrissur-**680022**, invites Sealed Tender two bid system from reputed licensed organizations / Agencies who are providing office upkeep and housekeeping services in any organization / Government / Public sector undertaking / Private organizations of repute etc for providing Housekeeping Services for our office buildings at the places as given in **Form E**.

Sealed Tenders are invited from reputed agencies with their presence in THRISSUR, providing House Keeping Services with at least three years of experience of providing House Keeping Services to any organization /Government / Public sector Undertaking / Private organizations of repute etc., under the two bid system.

Schedule for the tender process is as given below:

Tender Schedule for House keeping Services

Name of Service	Providing House keeping Services at various locations in Thrissur , Palakkad and part of Malappuram Districts under L I C of India Thrissur Division
Tender Fee(non refundable)	Rs. 590/- (Rs. 500/- plus Rs. 90/- GST@18%) by way of Demand draft/Pay order issued by a Nationalised/ scheduled Bank favoring Life Insurance Corporation of India, payable at THRISSUR OR Cash Receipt for the same amount paid at our cash counter. The tender shall be treated as cancelled if Tender Fee is not paid.
Earnest Money Deposit(EMD)	Rs.3,00,000.00 (Rupees Three Lakhs Only) in the form of Demand draft/Pay order issued by Nationalised/ Scheduled Bank favoring Life Insurance Corporation of India, payable at THRISSUR .
Tender Documents	Tender forms can be obtained from 06.12.2023 (between 10.30 am to 3.30 pm on week days except Sunday, Saturday & Holidays). On payment of non-refundable tender fee of Rs. 500/- + GST @ 18 % Rs 90/- Rs. 590/- (Rupees Five hundred and ninety only) in cash or by Demand Draft on any Nationalized/Schedule Bank in favour of "Life Insurance Corporation of India" payable at Thrissur at the cash counter at Divisional Office, Thrissur . The Miscellaneous Receipt (MR) issued by our cash counter is to be enclosed with the Technical Bid. For the tender forms down loaded from our website the Demand Draft/Bankers Cheque for Rs 590/- payable at Thrissur is to be enclosed with the Technical Bid.
Date of sale of Tender Documents	From 10.30 AM on 06.12.2023 to 3.30 PM on 26.12.2023
Pre –Bid meeting with tenderers	20..12.2023 at 3.00 pm. Venue- OS Department, L I C of India, Divisional Office, "Jeevan Prakash", Kovilakathumpadam, Thrissur- 680022
Last date & Address for Submission of Bids	Last Date: On or before 27.12.2023 at 12:30 pm. Address: OS Department, L I C of India, Divisional Office, "Jeevan Prakash"
Date and time of opening the Technical bid	The sealed envelope containing the Technical bid will be opened by the Tender opening committee on 28.12.2023 at 11.00am in the presence of bidders or one of their representatives who wishes to attend Venue- Os department, LIC Of India, Divisional office, Kovilakathumpadam, Thrissur-
Date of opening of Financial Bid	Financial bid will be opened on a later date which will be intimated separately to technically qualified bidders only.
Contract Period and notice period of contract	Shall be initially for a period of ONE YEAR from the date of awarding contract which may be extended for a further period of two years on yearly basis at the discretion of LIC of India and on consent of the Service Provider at the same terms and conditions if the performance of the Service Provided is found satisfactory to LIC of India Notice period of contract is one month if LIC intends to terminate the agreement and 3 months if service provider intends to terminate.
Contact details & official website	Manager E&OS,/ AO (OS) , Telephone 0487-2436818/2436823. Email id- os.thrissur@licindia.com Official website- www.licindia.in/tenders

Tender document may also be down loaded from Corporation's website www.licindia.in/tenders

The down loaded /purchased tender form must be complete in all respects and dropped in the tender box placed at the above mentioned address strictly within the date and time mentioned as above along with the other tender document and demand draft of Rs 590/- drawn in favour of "LIC OF INDIA" payable at Thrissur towards cost of tender document along with EMD. If the tender fee is paid by cash, the miscellaneous receipt for the payment made has to be enclosed.

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

All the forms (A to H) and Annexures (I to VI) are part of this tender and shall be duly signed by authorised person of the tenderer.. It should be signed on all pages. If there is any corrections/ alterations it should also be initialled.

LIC Of India reserves the right to call for missing/additional requirements or otherwise from the applicant at the time of analysis of the tenders received in response to this office.

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 cancel the tender with out assigning any reason whatsoever.

Decision of The Corporation will be final, conclusive and binding on the 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.

Details of various Forms & Annexures are as under:

S.No.	Particulars	Attached as
1	NOTICE &TENDER SCHEDULE INVITING TENDER	FORM A
2	ELIGIBILITY CONDITION	FORM B
3	INSTRUCTION TO BIDDERS	FORM-C
4	TERMS & CONDITIONS	FORM -D
5	LIST OF LOCATIONS	FORM-E
6	SCOPE OF WORK	FORM -F
7	TECHNICAL BID	FORM- G
8	FINANCIAL BID	FORM-H
9	CHECK LIST	Annexure – I
10	AFFIDAVIT	Annexure – II
11	DETAILS OF EXISTING CLIENT	Annexure -III
12	PENALTY	Annexure – IV
13	MSME QUESTIONNAIRE	Annexure V
14	INTEGRITY PACT	Annexure -VI

Sr Divisional Manager

FORM-B

Eligibility Conditions:

1. The Bidder should have its Head/Regional/Branch Office at THRISSUR DISTRICT and a current ongoing HOUSE KEEPING contract at Thrissur or Palakkad Districts.
2. The Bidder should have a valid Labour License under the Agreement Labour Act 1970 and Agreement Labour (Regulation and Abolition) Central Rules,1971.
3. The Bidder should have valid Provident Fund/ESIC/GST/Shops and establishment (if applicable) Registration.
4. The bidder should have minimum 3 years experience in providing House keeping services to public sector/ other reputed institutions and also should have an average turnover of Rs 50 lacs during last 3 financial years(2019-20, 2020-21, 2021-22) .
Point no 4 above is subject to norms regarding Micro & Small Enterprises in Public Procurement.
However, this tender is INDIVISIBLE.
- 5 The Bidder should not have been black listed in past by any Institute/PSU/Govt. Organization. The Bidder should not have rescinded /abandoned any House keeping Agreement awarded by any of his clients before expiry of prescribed period of Agreement.
- 6 The Bidder should not have been at any time declared insolvent or convicted for any offence and should not have been prosecuted or suffered any penalty for violation of any Labour law or any other law by any court or any other Government Authority.
- 7 The Bidder should not have suffered at any time any disqualification of any nature not enumerated here in above to render the House keeping Services.

FORM-C
INSTRUCTIONS TO BIDDERS (FOR HOUSE KEEPING SERVICES)

1. The tender forms will be issued from 06.12.2023 to 26.12.2023 between 10.30 am to 3.30 pm on week days except Saturdays Sundays & Holidays, on payment of Rs. 500/- + GST 18% i.e. Rs 90/- (Total Rs.590/- Rupees Five hundred ninety only) in cash or by Demand Draft drawn on any nationalized or schedule bank in favour of Life Insurance Corporation of India payable at THRISSUR at the cash counter of Divisional Office, THRISSUR at the above address.
2. The Miscellaneous Receipt issued at our cash counter for the payment made for the Tender Fee is to be enclosed with the Technical Bid. For the tender forms downloaded from website, Demand Draft/Bankers Cheque for Rs 500/- +GST @18% i.e. Rs 90/- (Total Rs 590/- non-refundable) payable at THRISSUR to be enclosed along with Technical Bid towards the cost of tender application.
3. The Terms and Conditions along with the Tender Notice, Tender schedule, Eligibility conditions, Instructions to bidders, scope of work, Technical bid, Financial bid, Integrity Pact, all other clauses, Annexures and enclosures will form part of the tender to be submitted by the Bidder to LIC of India, herein after termed as "Corporation".
4. 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. If there is difference in words and figures, the rates written in words shall be taken for calculation. In case the space in the tender document is found insufficient, the Service Provider may attach separate sheets.
5. 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 authorized person/ persons submitting the tender in token of his/ their having acquainted themselves with the Tender Notice, Scope of work / Duties , Tender Schedule / Instructions to Bidders, General Terms and conditions, Eligibility Conditions, Technical Bid, Financial bid, and all other clauses of this tender document. Any tender document not so signed may be liable for rejection.
6. The LIC of India reserves the right to reject an offer if it is incomplete /not accompanied by all stipulated documents as required /if any of the terms and conditions stipulated in this document are not accepted and in case of incorrect and invalid data submitted.
7. The offers are to be submitted in two Bid systems i.e. Technical Bid and Financial Bid. Both Bids must be submitted at the same time giving full particulars in the prescribed formats but in separate sealed covers. Three envelopes duly sealed should be used for submission of Tender as under:

ENVELOPE NO – 1 (should contain)

- a. Technical Bid (as per FORM G) submitted with all related documents.
- b. Tender Fee of Rs 500/- + GST 18% Rs 90/- (Total Rs 590/- non Refundable) by Demand Draft/Bankers Cheque favouring Life Insurance Corporation of India

payable at THRISSUR, if not paid earlier at our cash counter at THRISSUR Divisional Office

OR

Miscellaneous receipt for payment of Rs590/- issued by LIC of India THRISSUR Divisional Office in payment of tender fee+GST.

- c. EMD for Rs.300000/- (Three lakhs only) by way of Demand Draft/Bankers Cheque favouring Life Insurance Corporation of India payable at THRISSUR.

Those who are exempted shall write “MSME- Exempted” on the top of the Cover and put original/certified copies inside the cover.

(Note: the tender will be cancelled, if items in (b) &(c) are not remitted in time)

- d. Other documents - FORMS A TO G & ANNEXURES- I TO VI duly signed and sealed on all pages.

The following documents should also be enclosed with the Technical Bid:

- a. Certificate of Registration under Companies Act, 1956/2013/Partnership deed with proof of registration of firm/Individual Firm & Certificate under Shops & Establishment Act.
- b. Copy of the PAN. as allotted by the Income Tax Department.
- c. Certificate of the Labour License/Statutory Licenses as required by any Central or State Government Act.
- d. Copy of the Goods and Service Tax Registration
- e. Copy of the E.P.F. registration
- f. Copy of the E.S.I. registration
- g. .Audited copy of Income Tax Returns for last 3 years(2019-20,2020-21, 2021-22)
- h. Audited Accounts, Balance Sheets, and Profit and Loss Accounts for last 3Years. ie 2019-20, 2020-21, 2021-22
- i. Work orders of existing major Agreements with large Institutions/PSUs/Govt.Organisations.
- j. .Performance Certificate(with seal and phone number) certifying the quality of service of the vendor received from all the organizations at Thrissur & Palakkad Districts where the bidder is having in force Contracts other than security services as at 31.10.2023. The certificate should also clearly mention the period of contract and the number of workers engaged at their office as on 31.10.2023

All certificates mentioned as in “j” above should be submitted in Envelope No 1. No additional submission will be allowed for items in “j”.

(Details – refer point no 20 below)

This envelope should be sealed properly and super scribed as “ **TECHNICAL BID FOR HOUSE KEEPING SERVICES - L I C OF INDIA, THRISSUR DIVISION”**”.

ENVELOPE NO – 2 (should contain)

Financial Bid : The BID should be strictly in the format as given in Form H. Minimum daily wages per person is mentioned for 8 hours duty, 6 hours duty, 4 hours duty. Columns for Service charges etc as directed in FORM H to be duly completed, sealed and signed. This envelope should be sealed properly and super scribed as **“FINANCIAL BID- TENDER FOR HOUSE KEEPING SERVICES-LIC OF INDIA- THRISSUR DIVISION”**.

Rates of wages to be quoted in Financial Bid (FORM H) should not be less than the minimum wages rates Under Central wage Act/State wage Act (whichever is higher) failing which the tender will be rejected. For administrative purpose, all locations where we need house keeping services will be treated as area under **“CATEGORY B”**. Hence **rate of wages for category B only to be mentioned.**

In case the service charges quoted by the Service Provider are found to be less than 3% , tender is liable to be rejected.

ENVELOPE NO – 3 (should contain)

Both the above envelopes (Envelope 1 & 2) are to be placed in Envelope no 3 super scribed as **“TENDER FOR HOUSE KEEPING SERVICES- LIC OF INDIA- THRISSUR DIVISION”**

8. Last date of submission of BID is on or before **27.12.2023 12.30 pm**. The duly filled in and completed tender should be submitted to

THE SENIOR DIVISIONAL MANAGER
LIC OF INDIA, DIVISIONAL OFFICE
“JEEVAN PRAKASH”, KOVILAKATHUMPADAM
THRISSUR, KERALA - 680022

9. The Technical Bid will be opened on **28.12.2023 at 11.00 AM** in the presence of Bidders or their authorized representatives who may like to remain present. All Bidders are advised to remain present (self or representative) in their own interest. The authorized representative must bring an authority letter from the bidder. Only properly sealed tenders will be opened. Unsealed or improperly sealed tenders are liable to be rejected. Conditional bids will also be summarily rejected.

After scrutiny of the technical bids, in order to satisfy itself about the nature and quality of services rendered by the tenderer, LIC of India may depute its Officer (s) or authorized representative to visit the Establishments mentioned by the bidder. Besides, LIC of India may also arrange for verification of any document/ testimonial submitted by bidder in support & compliance of technical criteria as laid down in the tender document. It will be mandatory for the bidder to extend full cooperation to LIC of India so that necessary verification is completed without any delay. In case the bidder fails to co-operate or where after verification it is revealed that bidder does not meet with the criteria as laid down in the Tender Document, then his bid would be considered as non-responsive/unqualified bids and the same will not be processed further.

10. The financial bids of only those bidders, whose Technical Bid offer are found suitable to the Corporation, will be opened at a later date. The date of opening of financial bids will be intimated to those bidders only.
11. **EMD:** : EMD of Rs.3,00,000/- (**Three lakhs only**) by Demand Draft/Bankers Cheque favouring Life Insurance Corporation of India payable at THRISSUR is to be submitted with the tender. EMD of other Bidders (excluding successful Bidder) shall be refunded without any interest on the amount deposited, within 30 days from the date of final decision on awarding the contract .However EMD will be forfeited in the case tender is accepted & agency is unable to provide services for the reasons what so ever it may be
12. **Security Deposit:** Successful Tenderer must deposit Security Deposit for Rs.15,00,000/- (Rupees Fifteen Lakhs) Two Lakhs(Rs.2,00,000 by demand draft in favour of LIC of India payable at THRISSUR+ Rs.13,00,000 (Thirteen Lakhs)by Bank Guarantee) within 10 days of receipt of the communication about its selection as successful Tenderer/Bidder and the same amount will be refunded without interest after expiry of the Tender Term on satisfactory performance of the Agreement.
13. The Successful bidder shall execute and submit Integrity Pact on stamp paper of Rs 500/- as per "Annexure VI" in this tender document and submit along with contract before taking over.
14. Non submission of documents referred in Technical Bid/ Non-disclosure of relevant information or furnishing of incorrect information, documents will suffer disqualification.
15. All the pages of the tender form are to be signed by the bidder. In case of joint ownership, all owners have to sign on all the pages of the bids (Technical and Financial bids). Incomplete bids and bids lacking in details and without signatures are liable to be rejected.
16. Bidder should note that their tenders will remain open for consideration for a minimum period of 06 (Six) months from the date of opening of Technical Bid.
17. The financial bids will be opened only if at least two Technical Bids are found suitable. In any case single Financial Bid will not be opened.
18. **It may be noted that no negotiations will be carried out, and therefore most competitive rates should be offered.**
19. Any conditional offer / tender shall not be considered.
20. In case of identical lowest bid by more than one bidder, the selection will be made as follows.
 - a. Weightage will be given to the number of Contracts other than security services ,in force, for the vendor in the districts of Thrissur & Palakkad as on 31.10.2023 and the number of workers included in each contract. 10 marks are awarded for each in force contract other than security services as on 31.10.2023. Marks as per the slab mentioned below will be allotted to each contract according to the number of workers .As per tabulation below Grand total (C) + (D) will be arrived at. In case of identical lowest financial bid by more than one bidder, the bidder who got the HIGHEST (C) + (D) will be selected as L1.
(If the service provider has any in force Contract other than security services as on 31.10.2023, which is a centralized contract involving workers at different offices in

Kerala or out of state, the total number of workers working at offices in Thrissur, & Palakkad Districts alone will be eligible for calculation purpose. Hence Bidder has to produce performance certificate from each offices showing their quality of services and confirming the number of workers outsourced for the above works as on 31.10.2023.

All certificates mentioned here should be submitted in Envelope No 1 itself. No additional submission during other stages of tendering process will be allowed for calculation purpose.)

- b. In case of a tie in (C) +(D) above ,the bidder with highest number of total workers in the contracts given above will be selected as L1.
- c. In case of a tie after (b) above , the bidder with highest turn over for the FY 2021-2022 will be selected as L1.

	Number of contracts(A)	Marks @ (B)	Total marks C = (A) x (B)
Contracts other than security services in force in Thrissur & Palakkad Districts as on 31.10.2023		10	
Total marks C			
Workers per contracts given above	Number of workers	Marks counted as per slab given below (D)	
Contract 1			
Contract 2			
Contract 3			
Contract 4			
so, on			
Total (D)			
Grand total (C) + (D)			

Slab for allotment of marks for number of employees

Allotment of marks for number of workers per contract	Marks
Up to 20	5
21 to 50	10
51 to 75	15
76 to 100	20
101 to 125	25
126 to 150	30
151 and above	35

21. Average turn over during last three Financial years ,2019-20,2020-21,2021-22 should be at least 50 lakhs per annum .
22. The Service Provider should have an establishment having good infrastructure at THRISSUR District.
23. .The Service Provider is required to provide its NEFT details along with the tender documents.
24. .Canvassing in any form will disqualify the tenderer.
25. The short-listed Service Providers will be informed in writing or telephonically by the Corporation for arranging their office inspection if required.
26. The Service Provider is advised to inspect the premises where the services are required to be rendered and assess for requirements themselves before submission of the tender. The prospective Bidders may interact with the LIC Officials of Establishment Dept Divisional Office, THRISSUR, at the above mentioned address during office hours only to understand the existing infrastructure and facilities, existing deployment pattern of workers, expected requirements of the various locations and the desired level of services which the Service Provider is expected to render during the contractual period etc.
27. Any modification/corrigendum to the Tender or extension of tender submission period shall be uploaded on the web site of LIC of India and shall not be published in NEWS PAPER.
28. LIC of India, reserves the right to accept any tender or to reject any or all tenders at its sole discretion without assigning any reasons thereof and shall not be bound to accept the lowest tender

FORM D**TERMS AND CONDITIONS OF THE CONTRACT**

1. The site should be kept neat and tidy after cleaning / mopping, etc. work is completed. No cleaning material should be left in and around the cleaned area. Number of BUILDINGS can be increased or decreased with a notice. Accordingly, manpower will be adjusted.
2. The material required for cleaning should be kept only in store room provided by the Corporation which may be distributed to other buildings as per instruction. The material in any case should not lie on the floor / rooms / toilets or near electrical panel switchboards on any floor. The contractor shall ensure to take proper safety measures against hazardous material. Cleaning materials shall be provided by LIC.
3. None of the personnel deployed by the Contractor shall indulge in any act other than that provided under this contract.
4. The persons deployed in our offices should not be permitted to take up Insurance agency including that of LIC.
5. Those who have taken Insurance agency or willing to take agency with any Insurance company should not be engaged in LIC as outsourced staff.
6. The Contractor shall follow all prevailing rules / regulations / laws and should possess valid license for providing housekeeping 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.
7. 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 such as providing gloves when handling sharp objects, chemicals etc. The Contractor shall protect sides of opening in floor slabs, edges of slabs, stair, stairwells etc. with barricade, warnings signs / lights and educate all his workmen to follow safe working practices. The Contractor shall provide first aid boxes wherever required. Despite observing safe practices, if any unfortunate incident occurs, the Contractor shall bear all expense or claims towards treatment or compensation.
8. The Corporation shall not be responsible financially or otherwise for any injury or death caused to any of the personnel of 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.
9. The Contractor shall ensure that the character and antecedents of the workmen deployed by him are duly verified before such deployment

10. The Contractor shall not cause or allow any of his personnel 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. The Corporation reserves the right to accept/reject workers who have not been found suitable earlier.
11. 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 housekeeping 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, salaries, 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 should ensure the health and hygiene of the workers employed by him and ensure periodical medical check up (Once in a year) as per the norms of the Factories Act 1948 and OHSAS norms, at their own cost.. (A Register in this regard to be maintained by the contractor with details viz. Date of Medical Examination, Time/Place of Medical examination and Remarks about health report
12. The Contractor should have an office at THRISSUR DISTRICT and a current ongoing contract of Housekeeping and office upkeep in THRISSUR or PALAKKAD districts. For administrative purpose, all locations shown under Form E will be treated as Area under **Category "B"** and equal daily wages will be paid irrespective of the location where the services are provided by the Agency.
13. The Contractor will be responsible for all members of the staff deployed by him and shall obtain police verification of their antecedents which may be submitted to LIC along with the profiles of their personnel deployed. A certificate to this effect shall be furnished by the Contractor to the Corporation before deployment of the staff, if necessary. 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 offices when called for. The Contractor shall ensure that the character and antecedents of the workmen deployed by him are duly verified before such deployment.
14. 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. The contractor should be responsible for the death & injury during performance of duty in the premises of Corporation.

15. The personnel deployed by the Contractor should be healthy, neat and clean. They should display good conduct & courteous behaviour. They should be provided proper uniform and photo identity cards by the Contractor at his own cost. In case of any complaint against any of the personnel deployed by the Contractor, he shall remove such person 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.
16. The personnel engaged should not be changed without the approval/permission of Manager (E&OS).
17. If the staff deployed by the Contractor is found to be indulging in any undesirable activities in the premises of the Corporation, the Contractor will solely be responsible for all the consequences. Besides, the Corporation shall be at liberty to lodge complaints before appropriate authorities
18. No residential accommodation shall be provided by the Corporation to Contractor and / or to the personnel deployed by him.
19. **The agreement shall come into force w.e.f. the date of awarding the contract, for the period of one year, subject to renewal for maximum of two years, covering overall period of 3 years of contract at a stretch, on satisfactory performance on the same terms and conditions and upon renewal of license by the Contractor on or before expiry of the license granted by the Appropriate Authority under the Contract Labour (Regulation and Abolition Act).**
20. The Contractor shall make payment to his personnel as per Minimum Wages Act and only by electronic mode. Monthly payments to the Contractor will be made only after submission of certificate mentioning names of workmen, gross & net amount paid to each worker, name of the bank and bank account number. The names mentioned should only be of those personnel who were actually deployed for providing housekeeping services to the Corporation by the contractor. 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.
21. All work must be carried out to the entire satisfaction of the Corporation. If the standard of housekeeping 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.
22. **Personnel required:**
 - i) Having regard to the area mentioned in FORM E of this tender, based on our experience we have arrived at number of manpower resources required to carry out housekeeping job (maximum of 135 to ensure the quality of housekeeping services and the workers so deployed by contractor are expected to carry out office upkeep, Housekeeping and other related miscellaneous work as deemed fit by the Corporation. Our assessment of manpower requirement is only to provide an equal footing to all the bidders so that they have equal weightage on this factor. Hence, this tender must not be construed as a tender for supply of manpower or materials. It is also reiterated that this tender is inviting offers to provide Housekeeping services and not for supply or deployment of contract labour and / or materials.
Before submitting the tender, the bidder may visit the site where intended services are to be provided and satisfy themselves as to the area requiring housekeeping services at the site. No claim on this account shall be entertained by the Corporation under any circumstances subsequently.

ii) The personnel 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 miscellaneous work such as meetings, conferences or any other day to day work in different departments. In addition to the schedule of various house-keeping activities that are required to be carried out as mentioned in FORM F - scope of work, it should also be ensured that all the workmen are available for carrying out any house-keeping activity/ies that may arise intermittently.

iii) The Contractor will be responsible for the conduct of workmen deployed as well as quality of services provided. They shall receive and comply with instructions issued from time to time by the authorities of the Corporation. The contractor shall be responsible for ensuring cleanliness of all lift lobbies, parking areas, link portion & all areas / halls of various departments.

The Contractor shall maintain registers showing deployment of workmen for providing services at different locations. In addition, the Contractor shall also maintain a daily chart about various house-keeping activities performed by the personnel at different locations. The chart should contain the nature of house-keeping activity/ies carried out, the name of the workmen, and time of completing the activity/ies and should be initialled by the Contractor in token of having verified & ensured satisfactory performance. Such chart shall also be maintained in respect of the weekly house-keeping activities required to be carried out under this Contract.

The Contractor shall maintain a Complaint Register with a record of all complaints received from different departments and / or forwarded by OS Dept, DO, THRISSUR. Suitable corrective action thereon must be taken immediately. In case of unsatisfactory corrective action, recovery of damages shall be effected by the Corporation as mentioned at point 24 below. The Register must be shown to the authorized officials of the Corporation as and when demanded by them.

iv) The workmen deployed by Contractor for Housekeeping jobs should be of sound mind & major with **age not more than 60 years (preferably)**

v) If necessary, the workmen deployed by the Contractor may also be called upon to perform any housekeeping 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 workmen deployed daily by the Contractor shall be maintained by Contractor and made available for verification as and when demanded by the Corporation.

vii) The Contractor shall not deploy for house-keeping and / or supervision any relative(s) of any serving / retired / resigned / deceased employee(s) of the Corporation.

23. .Responsibilities of the Contractor would be as under:

- i) To provide disciplined, courteous, trained and quality personnel ever ready to attend housekeeping work politely.
- ii) The Contractor shall ensure excellent standard of house-keeping and maintenance and ensure that entire premises are kept hygienic and clean at all times.
- iii) The Contractor shall maintain daily attendance register in respect of its workmen deployed at the Corporation's premises and produce it for inspection as and when demanded. Further, the Supervisors of the Contractor, referred above shall produce the attendance register to the

Officers in the Premises, Divisional Office or the officers of the Branch office / Satellite Offices in the premises for inspection before his workmen enter the Corporation's premises every day. Needless to add, all the workmen of the Contractor entering the Corporation's premises shall be required to display their photo identity card issued by the Contractor.

- iv) The workmen must enter the premises only after frisking at the entrance by the Corporation's Security Personnel, if required.
- v) It shall be the responsibility of the Contractor to provide its workmen with all the benefits, remuneration & amenities prescribed under any applicable law.
- 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 its employees 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 nor eat pan / khaini / tobacco etc. They will not play cards or indulge in gambling in the complex.
- viii) The Contractor shall maintain a daily record of the cleaning done of the office premises and toilets and obtain signature from Nodal Officer of each department on each floor in DO building and officers of the branches/ Satellite Offices. In the daily record maintained in respect of Building parking area and pump room area, signature shall be obtained from Officers of DO, Branch and Satellite Offices.
- ix) The Contractor shall comply with the written feed-backs, if any, given to it by the Nodal Officer(s), Officials of OS Dept, DO, as the case may be.
- x) All complaints received during normal working hours should be attended to as early as possible. No complaints should be left unattended / postponed.

24. The contractor shall

- i. Display and maintain inside each toilet, a chart showing the time during which the toilet(s) were cleaned as per the terms of this Contract. The chart shall be initialled by the cleaner(s) along with the time of cleaning and shall also be signed by the supervisor(s) of the Contractor in token of satisfactory cleaning.
- ii. Provide proper neat and clean uniform to all the workmen deployed by him for providing housekeeping services and ensure that the same is worn by his workmen during the course of their duties in the premises.
- iii. Train personnel regularly so as to keep them abreast with the use of modern techniques of cleaning / sweeping, behaviour, safety etc.
- iv. 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.
- v. Arrange and pay for the Policy under the Public Liability Insurance Act, 1991 and insure and keep insured all materials which are or have been declared to be hazardous under the notifications issued or that may be issued from time to time under the above Act or any rule framed there under.

- vi. **Obtain Insurance Policy of Rs 200,000/-(Two lakhs) in respect of all his workmen deployed for providing housekeeping services, towards meeting the liability of compensation arising out of death, injury, disablement of work etc. and shall pay premiums regularly as when the same shall become due during the currency of the Contract.**
 - vii. 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.
 - viii. 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.
25. 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.
26. The Contractor & the workers deployed by him at the Corporation Premises shall maintain confidentiality of any information in their possession during their deployment in the premises of the Corporation & thereafter.
27. In case the Contractor fails to fulfil his obligations to the satisfaction of the Corporation, for any day, for any reason whatsoever, the Contractor shall pay damages ranging from Rs 5000/- (minimum) to Rs 20,000/- (maximum) per day depending upon LIC's discretion for the entire number of such days 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.
28. Upon expiry of the Contract, or termination of the Contract, the Contractor and its workmen shall vacate the premises and handover the same in good working condition.
29. Mandatory Conditions:-
1. The tendering Firm / Contractor / Company are required to enclose 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 P AN/GIR card
 - c. Copy of Income Tax Returns filed for the last three financial years
 - d. Copies of EPF and ESI certificate
 - e. Copy of GST Registration
 - f. Copy of Shop and Establishment License.
 - g. Copy of bank details.
 - h . MSME/NSIC certificate(if any)

- 2) The Contractor should have the necessary valid licence. It shall also obtain the permission of the Municipality or any other authorities if required under the existing rules.
- 3) The successful bidder shall give an Affidavit on Notarized Stamp paper of Rs.100/- that they are complying with the provisions pertaining to various Acts 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.
- ii. Child Labour Abolition & Rehabilitation Act, 2006
 - iii. Workmen Compensation Act 1923
 - iv. Labour & employment Act 1972
 - v. Industrial Employment (Standing Orders) Act 1946
 - vi. Contract Labour (Regulation & Abolition) Act 1970
 - vii. The Minimum Wages Act 1948
 - viii. Employees' Provident Fund Act 1952
 - ix. The Employees' State Insurance Act 1948
 - x. The Payment of Bonus Act, 1965
 - xi. Any other Act or Legislation which may govern the nature of Contract.
30. The bidder will discharge all legal obligations in respect of wages of his workmen 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, EFP & 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 workmen deployed by him for any loss or damage to the Corporation due to the acts / omissions of Contractor.
31. The Successful bidder shall execute and submit Integrity Pact on stamp paper of Rs 500/- as per 'Annexure VI' in this tender document and submit along with contract.
32. All the bidders shall submit an affidavit confirming that the contractor has not been blacklisted by any of the office of Corporation.
33. The bidder should neither be a sub-contractor to any other entity / person, nor should, at any time, sub-let 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.
34. The bidder shall submit only one tender either by himself or as a partner in joint venture or as a member of consortium. If a bidder or if any of the partners in a joint venture or any one of the members of the consortium participate in more than one bid, their Bids are liable to be rejected.
35. **PAYMENT TERMS:**
 .During the period of Agreement, if the rate of minimum wages payable to the workers deployed by "the Service Provider" increases by central/state govt. and if the increase extends beyond the above agreed rate, then "the Corporation shall increase the above accepted rate to the extent of the difference amount only and the above agreed rate shall be deemed to have been modified accordingly. No other increase in the amount quoted by the selected Service Provider shall be entertained on any account during the period of the Agreement. In case of 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 of wages mention in financial bid shall be set off by the Corporation by giving proportionate increase.

The Service Provider, being the employer in relation to persons engaged by him for providing the services under the agreement, shall alone be responsible and liable to pay wages/salaries to such persons which in any case will not be less than the minimum wage as fixed or prescribed for the category of workers engaged by him from time to time by the Central / State Government (whichever is higher) and/or any authority constituted by or under any law.

- The billing and payment will depend on actual number of personnel deployed by contractor and their stipulated minimum wages, according to their respective category, viz unskilled / semiskilled etc. The Contractor will be reimbursed 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 of EPF, ESIC of the previous calendar month, along with list of employees, for whom the amount stands remitted. The bill should be accompanied with list of employees with bifurcation of wages(BASIC+VDA+EPF+ESIC) and net salary paid to each worker. **The list of salary credited to individual employees' bank accounts should also be produced every month.**
 - The Contractor shall disburse the minimum wages (in vogue as on date of payment of wages) to its workmen by electronic mode only.
 - b TDS at the prevailing rates as per Income tax Act will be deducted
- TDS under GST as per GST act 2017 will be deducted
- 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) raised by Contractor in the monthly bill & same will be paid by Corporation along with the other agreed charges for the services of housekeeping
 - .
- **The GST raised in the invoice should be paid within the due date and all required returns should be filed within specified dates correctly mentioning LICs GST number, capturing correct particulars of the invoice raised therein. GST reimbursement shall be held back or recovered if the provisions of the Act are not being complied with.**
 - All the taxes which the Corporation may be liable to deduct or called upon to so deduct, during the currency of the Contract which are liable to be paid by the Contractor under the law, if not paid, shall be set-off against the bills raised by the Contractor and paid to the respective government department(s) or authorities as may be required under law and the Contractor shall have no claim / objection in respect of any or all such payments.
- **LIC shall reimburse the Bonus to the vendor yearly once, only after production of statement of Bonus(if any payable). The Bonus paid statement should be submitted in the following month after making payment to the workers**

36. 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 and in either case; the Contractor shall hand over the peaceful possession of the space as provided in the tender.

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 housekeeping 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

- a) The Contractor abandons the work, OR
- b) The Contractor assigns or sublets the work in whole or in part thereof, OR
- c) The Contractor makes default in proceedings of the work under the contract with due diligence, at any time during the contract period and continues to do so even after a notice is issued by the Corporation, OR
- d) 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 or
- e) The Contractor persistently disregards the instructions issued by the Corporation, OR
- f) The Contractor fails to adhere to the agreed schedule of the work, OR
- g) The information submitted by the Contractor in the Tender is found to be incorrect, OR
- h) The Contractor fails to perform its obligations as per terms and conditions of the contract, OR
- i) The Contractor fails to maintain records / registers as required under the terms of this contract.
- j) j.The contractor fails to adhere to the laws required to provide the services including the laws mentioned under section 24 above.

37 The workmen deployed by Contractor for Housekeeping jobs should be of sound mind & major with **age not more than 60 years(preferably)**

38 If necessary, the workmen deployed by the Contractor may also be called upon to perform any housekeeping 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.

39. Complete details of the workmen deployed daily by the Contractor shall be maintained by Contractor and made available for verification as and when demanded by the Corporation. The Service Provider/Contractor shall immediately provide a substitute in the event of any housekeeping personnel leaving the job due to his personal reasons or on not attending the duty

40. The Contractor shall not deploy for house-keeping and / or supervision any relative(s) of any serving / retired / resigned / deceased employee(s) of the Corporation. The contract is for providing the services and is not for supply of Contract Labour and that the persons employed by him for providing the services more fully described in Scope of Work shall be the employees of the Service Provider and not of the LIC

41. **DISPUTES & DIFFERENCES:**

In all cases of dispute, the matter will be referred to the Senior Divisional Manager, L.I.C. Of India, Divisional Office, THRISSUR and his decision shall be final and legally binding on the Contractor.

42. **SECURITY DEPOSIT:**

The selected Contractor will have to remit security deposit of 10% of annual value of the contract ie, Rs. 15,00,000/- as the required Security Deposit by way of Demand Draft for Rs. 2,00,000/- and Bank Guarantee for Rs. 13,00,000/-

The amount will be kept with us interest free 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.

43. The Contractor shall remit ESI and EPF contribution of all his workmen regularly to ESI Corporation and P.F. Authorities respectively and furnish the proof of the same every month to the Corporation with remittance details along with bill. If it is found at any time that ESI and EPF contributions in respect of his employees are not being deposited by the Contractor, 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. The service provider /Contractor will be liable for getting the Provident Fund refunded from the Provident Fund Commissioner of any worker, if he/she is terminated or dies or leaves the job.
44. The Contractor agrees to abide by the regulations if any notified by IRDAI during the currency of Contract in connection with, "Outsourcing of Services" by LIC of India.
45. 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.
46. 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 Forms from A to G.

**AUTHORISED SIGNATORY
NAME / DESIGNATIONS & SEAL OF THE
FIRM/ CONTRACTOR/COMPANY**

FORM E

**LOCATIONS OF OFFICES, FOR OFFICE UP KEEP/ HOUSEKEEPING SERVICES
ALL LOCATIONS ARE TO BE TREATED AS AREA UNDER “ CATEGORY “B” AS PER
NOTIFICATION OF MINISTRY OF LABOUR ,GOVT OF INDIA**

The successful contractor will be required to provide housekeeping services on all working days ie Monday to Friday at all the following premises of the Corporation's Divisional Office, Branch Offices, Satellite Offices and other servicing/back offices located in Thrissur, Palakkad ,Parts of Malappuram Districts. For 8 hours , 6 hours and 4 hours put together, around 135 workmen are required. Cleaning of Office should be completed by 9.45 am on all working days.

Our Divisional Office, Branch Offices, Satellite offices and other offices are situated in the places mentioned below .

SL NO	DIVISIONAL OFFICE/BRANCH OFFICES/EDMS/GUEST HOUSE	SL NO	SATELLITE OFFICE
1	DIVISIONAL OFFICE,THRISSUR	1	Vadakkumcherry
2	THRISSUR NO 1 BRANCH	2	Kanjikode
3	THRISSUR NO 2 BRANCH	3	Nenmara
4	IRINJALAKKUDA	4	Olavakode
5	CHALAKKUDY	5	Shoranur
6	WADAKKANCHERY	6	Cherplassery
7	KODUNGALLUR	7	Ponnani
8	KUNNAMKULAM	8	Pattambi
9	PALAKKAD NO I BRANCH	9	Edappal
10	PALAKKAD NO 2 BRANCH	10	Guruvayoor
11	OTTAPPALAM	11	Kunnamkulam CLIA
12	ALATHUR	12	Chavakkad
13	CHITTUR	13	Thriprayar
14	MANNARKKAD	14	Kattoor
15	ORDINARY GUEST HOUSE THRISSUR	15	Mala
16	EDMS CENTRE, THALORE	16	Amballur
17	GUEST HOUSE PALAKKAD	17	Kanjani
18	VIP GUEST HOUSE THRISSUR	18	Ollur
		19	Mannuthy
		20	M.G.Kavu
		21	CLIA (East Fort)
		22	Pazhayannur

FORM F**DETAILS OF THE SCOPE OF WORK**

Office Premises – Divisional Office, Branches, Satellite Offices and other servicing centres Located in and around Thrissur, Palakkad, part of Malappuram districts

UN SKILLED WORKERS

4 hours duty- from 8am to 12pm.

6hours duty- from 8am to 2pm

8hours duty-from 8am to 4 pm

The Contractor will be required to discharge the following functions

1. Cleaning and mopping to be done daily in all Office Premises, Library, Canteen hall, dining area Recreation club, Ladies room, staircases and Lifts.
2. Cleaning of toilets, wash rooms, windows, exhaust fans and mirrors to be done daily.
3. Cleaning of Hand railings, sweeping and wet cleaning of parking area, cleaning of LIC name Board, outside Open area, gates, Terrace etc - once in 2 days.
4. Shampoo cleaning of all floors including cleaning of tube lights, fans, side racks, windows, Filing cabinets, almirahs etc and removal of cobwebs on a monthly basis.
5. Video Conference room and Conference room on need basis to be cleaned.
6. Disposal of wastes daily and cleaning of waste bins.
7. At Guest houses- All cleaning work inside and premises, disposal of waste as directed, changing of sheets and pillow covers when required. Service should be provided on all days including Saturdays, Sundays and other holidays

SEMI SKILLED WORKERS

8 hours duty- 9.45 am to 5.45pm

The following works to be discharged .

1. Cleaning of tables, Chairs, Telephones, side racks, computers, printers and other Office Equipments.
2. Moving of papers, files and articles from one department to another and also to other Offices.
3. Helping the Office in arranging the files and filing of papers.
4. Assisting the office for dispatch of documents, letters/ files and articles.
5. Helping the Office in destruction of old and unwanted records.
6. Help the office in keeping Office file and equipments clean and tidy,
7. Any other work assigned from time to time by the head of the office.

TECHNICAL BID**FORM G**

(To be submitted in a sealed cover super scribed as “ **Technical Bid for Housekeeping Services - LIC OF INDIA, DIVISIONAL OFFICE, THRISSUR**”)

<p>1. Name of the Firm / Contractor / Company (Attach certificate of Registration), Company registered on(mention date)</p>	
<p>2. Name of the Proprietor / Director of the Firm/Contractor/Company</p>	
<p>3. Full Address of Registered Office</p> <p>a. Telephone Number/s</p> <p>b. Fax Number/s</p> <p>c. e-mail address</p>	
<p>4. Full Address of Operating Office / Branch at THRISSUR</p> <p>a. Telephone Number/s</p> <p>b. Fax Number/s</p> <p>c. e-mail address</p> <p>5. Bank details of Company/ Firm / contractor</p> <p>Account number</p> <p>Name of the bank with address</p> <p>IFSC code of the bank</p> <p>Type of bank account</p>	

5(a)Telephone number of Banker	
6. Registration Certificate with Labour Department (attach copy)	YES / NO
7. PAN details (Attach Certified copy of PAN)	PAN Number :
8. GST Registration Number (Attach Certified Copy)	
Name State (Complete State Name) State Code PAN Number GSTIN Number Contact Person Phone Number Mobile Number e-mail Address	
9.PF / ESI Certificates (mention number also) (Attach certified copies)	YES / NO
10. Details of Application Fee Demand Draft / Pay Order Number Date of DD/Pay Order Name of Issuing Bank Branch of Issuing Bank Address of Issuing Bank	Rs. 500.00 + GST 18/% = Rs. 590.00
11. Details of EMD DD/Pay order no and date Name and branch of issuing bank	Rs 300000/-

<p>12. Work Experience of Contractor in the field of House Keeping</p> <p>(Give details of the existing clients , in the operating area of Thrissur Division of LIC of India. Attach separate sheet in the format given for clients for housekeeping service with area more than 5000 sq ft)</p>	
<p>13. Turnover of the Company / Partnership Firm/ Proprietorship for the Financial Years (Attach copy of the audited Balance Sheet and Profit and Loss Account for all the three years)</p> <p>2021-2022</p> <p>2020-2021</p> <p>2019-2020</p>	
<p>14. Details of Performance Certificate produced</p> <p>Name of organisation</p> <p>Period of contract</p> <p>No Of workers</p> <p>(Additional sheets could be used if required)</p>	

DECLARATION

1. 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
2. I have carefully read and understood all the terms and conditions of the Tender and undertake to abide by these terms and conditions.
3. The information / Documents furnished along with the application are true and authentic to the best of my knowledge and belief. I / We am / 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.
4. I/We undertake that I/We abide by the terms and conditions and we confirm that our firm/Establishment/agency has never been Blacklisted by any of our clients , OR involved in civil suit in matters related to our contracts nor in any litigation and that our Contract has never been cancelled/terminated

Date : _____
Place : _____

Signature of Authorised Person
Full name : _____
Seal, Address : _____

FORM H

FINANCIAL BID

TO BE SUBMITTED IN SEPERATE SEALED COVER SUPERSCRIBED AS “ FINANCIAL BID FOR HOUSE KEEPING SERVICES- LIC OF INDIA, DIVISIONAL OFFICE, THRISSUR

PER SHIFT CHARGES :

S.No.	Particulars	House keeping (office boys) / (Semi Skilled)	Up keep service (Sweeping / Scavenging) //(Unskilled)	Up keep service (Sweeping / Scavenging) //(Unskilled)	Up keep service (Sweeping / Scavenging) //(Unskilled)
		Per shift of 8 hours Rs.	Per shift of 8 hours Rs.	Per shift of 6 hours Rs.	Per shift of 4 hours Rs.
		1	2	3	4
1	Basic	494	437	327.75	218.50
2	VDA	215	191	143.25	95.50
3	EPF (As per rules)	75	75	61.23	40.82
4	ESI (As per rules)	23.04	20.41	15.31	10.21
5	Bonus	22.43	22.43	22.43	22.43
6	TOTAL (S.No.1 to 5)	829.47	745.84	569.97	387.46
7	TOTAL per shift	829.47	745.84	569.97	387.46

EPF - 13% -Salary ceiling Rs.15000/- per month (for 26 days)

ESI- 3.25% - salary ceiling for eligibility up to Rs.21000/- per month

BONUS -Eligibility salary up to Rs.21000/- per month and calculated at 8.33% on Rs.7000/- per month /26 days (per month).

MONTHLY CHARGES:

S No.	Category	Total Amt.	Total No. Of personnel required	Total Per day	Total for a month
		Quoted per shift, as per column 1,2,3 & 4 above		Rs.	Rs.
		a	b	c	d
				(a x b)	(c x 26)
8	House keeping service (total column 1)	829.47	93	77140.71	2005658.46

9	Up keep service (Sweeping / Scavenging) – 8 hrs duty(total column 2)	745.84	4	2983.36	77567.36
10	Up keep service (Sweeping / Scavenging) 6hrs duty(total column 3)	569.97	13	7409.61	192649.86
11	Up keep service (Sweeping / Scavenging) 4hrs duty(total column 4)	387.46	22	8524.12	221627.12
12	TOTAL PER MONTH (S Nos 8 to 11)				2497502.80
13	SERVICE CHARGES-Percentage % (Rounded in 2 decimals)				
14	SERVICE CHARGS- Amount in Rs (Rounded to next integer eg, if 25.08, rounded as Rs 26/- or will be considered to the next integer , if not mentioned correctly)				
15	TOTAL (S.No.12 +14)				

Please note that S.No.1 to 5 (as quoted the Basic & VDA is as per Central Minimum wages with effect from 1/10/2023 vide order dt. 26/9/2023 of Chief Labour Commissioner(C), New Delhi.) Wages are strictly as per Government rules. Please go through the notes given in page below carefully before filling financial bid.

If the tenderer failed to quote the rate for any items(s), it is considered as incomplete bid and as such liable to be rejected.

NOTES

1. Wages indicated above to be based on Govt of India, Ministry of Labour notification with effective from **01.10.2023** applicable to respective category(Semi skilled/unskilled) and would be revised as and when revised by Ministry of Labour & Employment, Govt. of India. **The service charges quoted above will be same throughout the contract period including extended period of contract.**
2. **Service charges quoted above should be inclusive of expenses likely to be incurred by service provider for providing Office upkeep & House Keeping services including conveyance to supervisors, visits, Holiday salary, uniforms, Identity cards, insurance(Group Insurance of Rs.2 lakhs per employee and Accident Insurance) and any other item/s required for rendering the House Keeping services for LIC as per terms and conditions of contract and any other statutory and other benefits that the Contractor intends to provide to his/her workers. Lowest bidder will be arrived by the total monthly cost.**
3. Contractor's service charges for rendering House Keeping services cannot be **less than 3% of S.No. 12 of Financial Bid** mentioned above.
4. The billing and payment will depend on actual number of personnel deployed by contractor and actual number of days of working of each person as per stipulated minimum wages according to their respective category.
5. As per Minimum wages Act, it has to provide for a day of rest in every period of 7 days which shall be allowed to all workers and to provide for payment of remuneration in respect of such days of rest. **But the Minimum rates of wages notified as per the Central/State Labour Act include the wages for weekly days of rest.**
6. Bonus has to be quoted in the Bid as per rules. But LIC shall reimburse the Bonus to the vendor yearly once, only after production of statement of Bonus(if any payable). The Bonus

paid statement should be submitted in the following month after making payment to the workers

7. Payment of applicable minimum wages for actual manpower deployed & service charges will be made on production of documentary evidence of payments of wages and other statutory payments to the workers deployed by the contractor including PF, ESIC etc.
8. The Financial bid should strictly be as per the given format given in the tender. Tenderers should quote **PER SHIFT CHARGES and PER MONTH CHARGES (26 days)AS REQUIRED ABOVE**. The Service charges under S.No.'13' of Financial Bid should be rounded to next integer.
9. **Merely quoting the lowest rate alone will not confer any right to such tenderer seeking acceptance. Tenderers quoting less than the Central Minimum Wages or less percentage of PF / ESI/Bonus and Service charges less than 3 % will not be considered.**
10. Per shift charges quoted above will be paid for each category personnel.
11. If there is any discrepancy in rates quoted in figures and words, rates quoted in **words** only will be taken for consideration.
- 12. Adherence to statutory requirements is sole responsibility of the Tenderer.**
13. For administrative purpose, all locations shown under FORM E will be treated as Area under Category "B" and equal daily wages will be paid irrespective of the location where the services are provided by the Agency.
14. Income tax and TDS under GST will be recovered from the amount payable.
15. **The GST raised in the invoice should be paid within the due date and all required returns should be filed within specified dates correctly mentioning LICs GST number, capturing correct particulars of the invoice raised therein. GST reimbursement shall be held back or recovered if the provisions of the Act are not being complied with**
16. The Contractor shall ensure that none of his employees are paid salary/wages which are less than the prescribed amount under the Minimum Wages Act, 1948 by the Government of India or by the State Government or any other Authority constituted by or under any law, for the category of workers employed by them from time to time.

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ ourselves to abide by them.

Date: **Name:**
Designation:
Address :

Signature of Tenderer with seal
Address

ANNEXURE-1

Checklist of Self attested copies of documents to be enclosed
Along with the Technical Bids:

1	Application of Technical bid and declaration(with all forms A to H and Annexures 1 to VI)
2	Copy of Company Registration
3	Certificate under Shops & Establishment Act, duly renewed
4	License under Agreement Labour(Regulation&Abolition) Act, 1970 & contract labour(Regulation & Abolition) central Rules 1971.
5	Copies of documents related to status of the Firm(Individual/Sole Proprietor/Partnership/Company).
6	Proof for PF/EPF Registration number
7	Proof for ESI Registration number
8	PAN Copy
9	Copy of Registration Certificate of Goods and Service Tax
10	Income Tax Returns for the last 3 financial years 2019-20, 2020-21,2021-22
11	Audited Final Accounts,Balancesheets,Profit and Loss Statements for the last three financial years.2019-20, 2020-21,2021-22
12	Work orders & ESI, PF remittance statement
13	Affidavit as per Annexure II on stamp paper of value Rs 200/-
14	Bank Account Details for NEFT with a cancelled cheque leaf or copy of pass book
15	Signed copy of latest minimum wages notifications by Central/ state government along with undertaking to abide by the Labour Act.
16	Declaration on the firm's I letter head that bidder has understood all the points in the tender documents and undertake to abide by these terms and conditions
17	Performance certificate certifying the quality of work , no of workers and period of contract as on 31.10.2023 received from the contracting organisations of the bidder(with seal and phone number) as in point no 20 in Form C.
18	Demand Draft or Receipt for Tender fee & Amount of EMD .

Please read Tender document carefully for all enclosures. The list is only for guidance.

ANNEXURE II
AFFIDAVIT
(To be given on stamp paper of 200/- and Notarized)

I / We, authorized representative of , being Indian Company/Sole Trading Company / Partnership Firm/Proprietor, registered under ___ bearing registration no. Having Office at -----
----- do hereby solemnly affirm and state as under:-Whereas Life Insurance Corporation of India, Divisional Office, Thrissur has floated a tender for House keeping services and in respect of the same, I / we being one of the Bidders, confirm that I / We strictly follow various laws as mentioned in General Instructions and other pages of the tender.

I / We understand that LIC of India, reserves the right to accept any tender or to reject any or all tenders at its sole discretion without assigning any reasons thereof and shall not be bound to accept the lowest tender.

I / We confirm that we are neither black listed nor facing any blacklisting 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 LIC of India against any/all claims of/by its workers 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 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 other workers 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 I / we shall indemnify Life Insurance Corporation of India against all claims, which may be made upon the Life Insurance Corporation of India being Service receiver 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 us. I / We 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 misstatement made shall be sufficient reason for Life Insurance Corporation of India to terminate the Agreement and forfeiture of Security Deposit paid by us, besides taking recourse to other legal remedies available in the Agreement.

Signature, Name, Designation and Seal of the service provider

Signed before me
Signature & Seal of Notary

Annexure III**DETAILS OF EXISTING CLIENT**

Name & Address of the Company	Name & Designation of the Contact Person with Telephone Number & e-mail address	Date of Award of Contract	Number of Workmen Deployed	Total Annual Contractual Value (In Lakh)

(Please give the above information separately on company's letter head and also attach letters from each of the above clients mentioning testimony of the work undertaken under housekeeping contract for their respective sites) .

Give Reference with full details of person to whom enquiry in the above organisations can be made about work performance, by our authorised officials. Give these details with Annexure B with Technical Bid.

**AUTHORISED SIGNATORY
NAME / DESIGNATIONS & SEAL OF THE
FIRM/ CONTRACTOR/COMPANY**

ANNEXURE-IV**PENALTY**

A	Delay/Non performance in providing services as per the specified time table	Rs. 50/- per item for each day of delay/non performance
B	Misuse (consumption of alcohol etc. Of any space/room/entry of any unauthorised person	Rs.1000 per day
C	Non attending the daily cleaning, mopping, sweeping, dusting etc.	Rs.50 per complaint
D	Non cleaning of Toilets daily twice during the office hours (Morning and afternoon)	Rs.50/- per complaint per occasion or per toilet
E	Non cleaning of cobwebs, fans and tube lights, window frames, shutters, vertical binds, doors in each quarter	Rs.100 per complaint
F	Non cleaning of roof/terrace of Buildings	Rs.500 per instance per building
G	Non wearing of both ID card & uniform by staff of contractor	Rs.200/- per person per month for each branch and Satellite Office (every unit)
H	Non visit of contractor or his authorized person to LIC Branch and Satellite Office premises at least once in a month	Rs.500/- per Branch and satellite office
I	Salaries to the staff to be paid on or before 7 th of the following month	Failure for payment of salaries on or before 7 th of the following month – Penalty of Rs.5000/- per month will be imposed
J	On surprise check on any day, if there is difference in attendance sheet and physical presence of staff	Minimum wages of the no. of persons will be reduced/ deducted and penalty of Rs.500/- + GST per occasion will be imposed
K	Goods and Service Tax	Non uploading of GSTR 3 B in the relevant website which is mandatory and non providing of GSTR1 to LIC, Divisional Office, Thrissur-Rs.1000/- penalty per month
L	Any loss or damage caused to the LIC offices due to the activities of workers deployed by the Agency (Intentionally or Un-intentionally) or loss in any other ways caused by the Agency/Workers	To the extent of loss, the amount will be recovered from Security Deposit/Bills Amount. And the Agency should change the worker immediately.

Dated at this Day of 2023

Authorized Signatories
(Name and Designation, Seal of the Firm/ Company)

- MSME Questionnaire**ANNEXURE V**

S.No.	Question	
a)	Whether your firm belong to the category of Micro, Small & Medium Enterprises as defined in the Micro, Small & Medium Enterprises Development Act, 2006 “ If yes ,specify the category of Micro ,Small or medium Enterprises and whether the enterprise is in manufacturing or service industry.	
b)	Whether registration by filing entrepreneur's memorandum part –II, with the respective District Industries Centre has been done OR is registered under Single Point Registration Scheme of NSIC? If yes then the Entrepreneur memorandum Number is to be mentioned and copy of Acknowledgement of Entrepreneurs memorandum –II and /or Single point registration certificate to be submitted.	
c)	Whether the MSME is owned by SC/ST entrepreneurs and if so, attested true copies of SC/ST Certificate issued by the District Authority to be submitted.	

Dated at this Day of 2023

Authorized Signatories
(Name and Designation, Seal of the Firm/ Company)

ANNEXURE- VI

PRE CONTRACT INTEGRITY PACT**General:**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on..... day of the month of2022. , between, on one hand, the Life Insurance Corporation of India (hereinafter referred to as "LIC") a statutory Corporation established under section 3 of Life Insurance Corporation Act 1956 (XXXI of 1956) and having its corporate office at "Yogakshema" Jeevan Bima Marg Mumbai 400021. (here in after called the "BUYER" which expression shall mean and include, unless the context otherwise requires, his successors in office assigns) of the First part. And M/srepresented by Shri..... (Hereinafter called the "BIDDER /SELLER/SERVICE PROVIDER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second part.

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

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

NOW, THEREFORE,

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

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

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

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

1.Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting on implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage/evaluation stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the “**Chief Vigilance Officer**” of the Buyer any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

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

- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract of any other contract with the government for showing or forbearing to

- show favour or disfavor to any person in relation to the contract of any other contract with the Government.
- 3.3** Foreign BIDDERS shall disclose the name and address of their Indian agents and representatives in India, and Indian BIDDERS shall disclose their foreign BUYERS or associates.
- 3.4** BIDDERS shall disclose the payments to be made by them to their agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5** The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/ integrator/authorized agent of the stores/equipment/items and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6** The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries, including officials of the BUYER or their family members, if any, in connection with the contract and the details of services agreed upon for such payments.
- 3.7** The Bidder will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
- 3.8** The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9** The BIDDER/Contractor will not commit any offence under the relevant India Penal Code (IPC) /Prevention of corruption (PC) act. Further, the bidder will not use improperly, for purposes of competition or personal gain, pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10** The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11** The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

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

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

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

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

4. Previous Transgression

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

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

5. Sanctions for Violations:

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

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any; compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (v) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/recession

and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

- (vi) To debar the BIDDER from participating in the future bidding processes of LIC for a minimum period of five years which may be further extended at the discretion of the BUYER.
- (vii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (viii) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

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

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

6. Independent Monitors:

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

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

Name address of the Monitor(s):

1) Shri Rajni Kant Mishra, IPS(Retd)

Ex Director General in BSF,

P-23, Sector-11, Noida, Dist Gautam Buddh Nagar, UP-201301

E-mail id: rkmishraips84@gmail.com

2) Shri Arun Chandra Verma, IPS(Retd)

Flat No C-1204, C Tower, Amrapali,

Platinum Complex, Sector-119

Noida(U.P)

E-mail id: acverma1@gmail.com

- 6.2** The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 6.3** The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently. It will be obligatory for him to treat the information & documents of the Bidder as confidential.
- 6.4** Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 6.5** As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the **Executive Director (E&OS), LIC**.
- 6.6** The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, LIC and recues himself / herself from that case.
- 6.7** The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 6.8** The Monitor will submit a written report to the **Chairman, LIC** within 8 to 10 weeks from the date of reference or intimation to him by the BUYER /BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.
- 6.9** If the Monitor has reported to the Chairman, LIC, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman LIC has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

7. Facilitation of Investigation:

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

8. Law and Place of Jurisdiction:

