



## **Tender Notice**

**LIC of India, Aurangabad Division, Aurangabad (Maharashtra) invites sealed tenders in two bid system from established Agencies/firms/organizations for Canteen services at Aurangabad Divisional office. For complete details and tender documents, contact the OS Department. LIC of India, Jeevan Prakash, Adalat Road, Aurangabad or log on to [www.licindia.in](http://www.licindia.in) under the link "Tenders".**

**Last date for submitting the Tenders upto 04.00 PM on 17.11.2022 Tenders received after the due date and time will not be entertained.**

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

**All further information such as correction/addition/deletion in term and condition if any will be published at our website only**

**Date: 21.10.2022**

**Sr.Divisional Manager**

Ref.:- D098/OS/Canteen/Tender No-1 2022-23

Date: - 21.10.2022

## INSTRUCTIONS TO BIDDERS

TENDER FOR CANTEEN SERVICE AT DIVISIONAL OFFICE - AURANGABAD		
Sl.No.	ACTIVITY	DETAILS
1	Tender No and Date	D098/OS/Canteen/Tender No -1 2022-2023
2	Tender Opening Date	18.11.2022 at 11.30 am
3	Last Date of Submission of Tender	17.11.2022 upto 4.00 p.m.
4	EMD	5000/- ( Five Thousand Only )
5	Tender Fee	Rs.100/- + 18/- ( GST 18%)(One Hundred Eighteen Only ) (non-refundable) by way of Demand Draft payable at Aurangabad favoring LIC of India or by Cash from Monday to Friday ( Except Saturday, Sunday and Official holidays ) during Cash hours from 10.00 am to 4.00 pm
6	Address for submission of bid	Manager (OS)DM Life Insurance Corporation of India, Jeevan Prakash Adalat Road,Aurangabad (MH) - 431 001 Tel no – 0240-2348533
7	Opening Date /Venue	The sealed covers will be opened by the Tender opening committee on 18.11.2022 at 11.30 AM. The concerned agency/firm may send one representative at the time of opening of the Tender, along with authorization letter. Venue address as mentioned above at Divisional Office, Aurangabad (MH)
8	Financial Bid	Will be opened at a Later date of technically qualified bidders. Information will be given by mail /telephonically.
9	Contract period	As mentioned in the terms & conditions of the contract.
10	Forms available on	For complete details and bid documents please log on to <a href="http://www.licindia.in">www.licindia.in</a> and go to tenders and click on the link “Tender for Canteen Services at Divisional office - Aurangabad”.

Any Corrigendum / modification will be published on the website [www.licindia.in](http://www.licindia.in) only and will form part of the tender

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

Sr. Divisional Manager

The Technical Bids will be opened on 18.11.2022 at 11:30 am. in the presence of bidders or their authorized representatives, who may wish to be present. After scrutiny of the technical bids and assessment of the offers, the financial bids of only those bidders, whose offers 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, whose offers are found suitable.

1. **The Tender is to be submitted strictly in our format and should contain the rate for the tendered items only.**
2. The tender form consists of the following documents. i.e.,
  1. Instructions to bidders
  2. Terms & Conditions.
  3. Technical part.
  4. Financial part.
3. The offers are to be submitted in Two Bid system i.e., Technical Bid and Financial Bid.
4. The Technical Bid consists of all the required information called for in the questionnaire (other than the price). The Technical Bid shall be submitted in a sealed cover (Marked as 'Envelope – 1') super scribed as "Technical Bid for TENDER FOR CANTEEN SERVICES AT LIC OF INDIA, DIVISIONAL OFFICE, AURANGABAD". The envelope shall contain the address and details of the bidder and the following documents
  1. Instructions to Bidders
  2. Technical Bid
  3. Financial Bid as Annexure "A"
  4. Terms & Conditions as Annexure "B"
  5. Declaration as Annexure "C"
  6. Undertaking as Annexure "D"
5. The Price bid "Annexure A" shall contain only financial details i.e., rate and other financial implications. The Financial Bid shall be submitted in another sealed cover (Marked as 'Envelope – 2') super scribed as "Financial Bid for TENDER FOR CANTEEN SERVICES AT LIC OF INDIA, DIVISIONAL OFFICE, AURANGABAD". The envelope shall contain the address and details of the bidder.
6. EMD Rs 5000/- Five Thousand and Cost of non refundable tender fee of Rs. 100/- ( Rupees One hundred only ) [ Tender document fee of Rs 100/- and GST of Rs 18 @18% and 5000/- EMD Five Thousand Only ] in the form of Demand Draft/ Pay Order in favour of "Life Insurance Corporation of India" payable at 'Aurangabad" or in the form of Miscellaneous Receipt of the tender fee of Rs 118, deposited at office by cash or D.D or Pay Order shall be submitted in another sealed cover ( Marked as 'Envelope – 3 ' ) super scribed as " Tender Fees & EMD "for TENDER FOR CANTEEN SERVICES AT LIC OF INDIA, DIVISIONAL OFFICE, AURANGABAD". The envelope shall contain the address and details of the bidder.
7. All the three envelopes will be placed in a fourth envelope (Marked as 'Envelope-4') and sealed and super scribed as "TENDER FOR CANTEEN SERVICES AT LIC OF INDIA, DIVISIONAL OFFICE, AURANGABAD". The envelope shall contain the address and details of the bidder. The same shall be submitted to Manager (OS)DM, LIC of India, Divisional Office, Jeevan Prakash,Adalat Road, Aurangabad (MH) PIN- 431 001. The last date for submission is 17.11.2022 up to 4:00 p.m. and the Technical bid will be opened on 18.11.2022 at 11:30 am. in the presence of bidders or their authorized representatives, who may wish to be present.



8. In case, the tender form is downloaded from the corporation's web site, the non refundable tender fee of Rs 100/- (Rupees One hundred Eighteen only) [Tender document fee of Rs 100 and GST of Rs 18 @18%] may be remitted in the form of Demand draft / Pay order drawn in favour of "Life Insurance Corporation of India" payable at 'Aurangabad". The same may be placed inside the (Marked as Envelope-3).
9. All the pages of the tender forms are to be signed and sealed by the bidder. In case of joint ownership, all owners have to sign all the pages of the bids (Technical and Financial bids). Incomplete bids / bids lacking in details / bids without signatures are liable to be rejected.
10. Tenderers should note that their tenders should remain open for consideration for a Minimum period of 3(Three) months from the date of opening of "Technical Bids".
11. LIC of India is not bound to accept the lowest tender.
12. L -1 will be decided on total amount( excl SL.NO 27 &28) as per the Annexure "A"
13. **LIC of India is not responsible in any manner for the postal delay/loss/non receipt of the tender**
14. LIC of India reserves the right to accept any tender or to reject any or all offers in full / part without assigning any reasons whatsoever.

**Senior Divisional Manager.**

**Signature of the Tender Participant**

**Place& Date:**



## ENVELOPE -1

### TECHNICAL BID

#### Tender for Canteen Services at LIC of INDIA. DIVISIONAL OFFICE- AURANGABAD

1	<b>Name of the Firm/ Organization ( in Block Letters)</b>	
2	<b>Status: Proprietary/Partnership/Private Limited Company/ Public Limited Company</b>	
3	<b>Date of Establishment/Incorporation</b>	
4	<b>Address and</b>  Telephone No : Mobile No : E_mail id :	
5	<b>Name of the Proprietor/Partners/Directors</b>  Address  Telephone No Mobile No E_mail id	
6	<b>Name of the Representative with Designation who would be calling on and attending to our jobs with mobile no and e_mail id</b>	
7	<b>Name of the Banker with addresses, Account No, IFSC Code, Telephone no of the Bank</b>	
8	<b>PAN No allotted by the Income Tax Department (Please enclose attested Photocopy)</b>	
9	<b>Registration No for registration under Companies Act 1956 If applicable (Please enclose photocopy of the certificate)</b>	
10	<b>Labour Licence Nos and Validity under various provisions of Labour Laws ( Please enclose attested photocopy of certificate)</b>	
11	<b>GST Registration No ( Please enclose attested photocopy of certificate)</b>	
12	<b>E.P.F Registration No. If applicable (Please enclose photocopy of the certificate)</b>	
13	<b>ESI No if applicable (Please enclose photocopy of the certificate)</b>	

14	Food and Drug Admn.License no. valid Licence required for running canteen(Please enclose attested copy)	
15	Whether Registration obtained under Shops & Establishment Act 1958 of Aurangabad City. (Please enclose attested certificate)	
16	Turn Over for Last 3 years (Please enclose attested photocopy of Income Tax Returns)	F.Y.2021-22 F.Y.2020-21 F.Y.2019-20
17	Annual Turnover	F.Y.2021-22 F.Y.2020-21 F.Y.2019-20
18	Details of Present assignment with any office of LIC of India and /or PSUs/any other Corporate offices. (Please enclose list giving full details as per the annexure and name and telephone no of the person/s who may be contacted for confirmation)	
19	Present Work Force	
20	Details of your Past experience and Contracts presently undertaken in the field of catering (Please enclose the certificates from the relevant institutions)	

I hereby undertake that I fulfill all requirements for running the Canteen on contract basis as desired by LIC. I have obtained all necessary certificate and licence for running the Canteen on contract basis. I also fulfill all statuto

**Signature of the Tender Participant**

**Rubber Stamp**

**Date :**

**Place:**

## FINANCIAL BID

## Annexure – A

Sr.No.	Item	Quantity/Measure	Rates in Rs.
01.	Tea	Cut 70 ml	
02.	Tea	Full Cup 100 ml	
03.	Lemon Tea/Green Tea	Per Cup 100 ml	
04.	Special Tea	Full Cup 100 ml	
05.	Coffee	Full Cup 100 ml	
06.	Milk	Full Cup 100 ml	
07.	Ness Coffee	Full Cup 100 ml	
08.	Alu Wada	1 Plate, 2 Wadas(50 gms each)	
09.	Idli Sambar	1 Plate, 2 Idli (50 gms each)	
10.	Samosa	2 Nos (50 gms each)	
11.	Dosa Sadha	1 Plate	
12.	Dosa Masala	1 Plate	
13.	Sabudana Wada	1 Plate, 2 Wadas(50 gms each)	
14.	Sabudana Khichadi	1 Plate 100 gms	
15.	Upma	1 Plate 100 gms	
16.	Shira	1 Plate 100 gms	
17.	Alu Paratha	1 Plate, Single	
18.	Bhaje	1 Plate 100 gms	
19.	Moong Bhaje	1 Plate 50 gms	
20.	Misal Plate	1 Plate 100 gms	
21.	Khara (Farsan)	1 Plate 50 gms	
22.	Puri Bhaji	1 Plate 5 Puris + Bhaji	
23.	Rice Plate	1 Plate – 3 Chapati,2 Bhaji,Dal,Pickle,Papad,Curd & Rice	
24.	Meal (Chapati)	Full Meal with 2 Bhajis,Dal, Chatni, 1 Sweet,Papad, Pickle & other related items	
25.	Dahi Wada	1 Plate – 2 Wadas (50 gm each)	
26.	Gulab Jamun	1 Plate – 50 gms	
27.	Mineral Water	1 Bottle	

28.	Cold Drink/ Ice Cream	1 Bottle/Pack	
29.	Poha	1 Plate 100 gms	
30.	Veg Sandwich	2 Pieces	
31.	Veg Pettis	2 Pieces	
32.	Curd of Branded Co.	100 gms.	
33.	Wada Sambar	1 Plate – 2 Wada with Sambhar(50 gm each)	
34.	Kachori	1 Plate – 2 Pieces (100 gms)	

**Note:**

1. Please affix adhesive tape on the rate quoted by you.
2. If there is any correction or overwriting on your quotation. Please sign in full otherwise quotation will not be considered.
3. Quote only rate for one item i.e. do not quote multiple rates for any item, otherwise your quotation is liable for rejection.
4. L -1 will be decided on total amount( excl SL.NO 27 &28 ) as per the Annexure “A”

Remarks:- At present approximate 140 employees are posted in Divisional office Aurangabad. Apart from Divisional office there are one more office CBO-1 Aurangabad, Canteen facility may be utilized by them; there is no guarantee of minimum sale of food items and beverages in the contract period. Interested Tenders may visit office premises during office hours for any other vital information required by them.

**Signature of the Tender Participant**

**Date:**

**Place:**





Annexure “B”

**TERMS AND CONDITIONS OF CONTRACT- FOR RUNNING CANTEEN IN  
LIC OF INDIA.DIVISIONAL OFFICE – AURANGABAD**

1. The replies to questions in Technical Bid / Financial Bid should be either typewritten or neatly and legibly hand written in ink.
2. **As per the “Public Procurement Policy for Micro & Small Enterprises (MSEs) Order 2012”. Vendors registered with the Director of Industries(DI)/District Industries Centre(DIC) as manufacturing/service enterprises and having acknowledgement of Entrepreneurs memorandum (Part-II) are eligible for Tender sets free of cost and exemption from payment of Earnest Money Deposit, Vendors registered with National Small Industries Corporation (NSIC) under Single point vendor registrations scheme are eligible for Tender sets free of cost and exemption from payment of Earnest Money Deposit and are also exempted from payment of security deposit upto the monetary limit for which Vendor is registered.(Self attested Copy of registration certificate indicating the validity period, monetary limit, details of stores/services for which certificate is obtained etc, must be attached.)**
3. 'Technical Bid', 'Financial Bid' and 'EMD amount and Tender fees' should be placed in separate individual sealed covers and these three individual covers should be placed in a sealed cover.
4. EMD & Security Deposit :-  
The Tender should be accompanied by a refundable earnest money deposit of Rs. 5000/- (Five thousand only) in the Form of DD in favouring of L I C OF INDIA drawn on any nationalized Bank payable at Aurangabad. The EMD will be Refunded to the unsuccessful bidder after finalization of the tender within 90days from the date of finalization of the Tender .As No any interest payable on EMD.  
  
The Qualified Contractor to whom tender is awarded will deposit with LIC a sum of Rs 20000/- ( Rupees twenty thousand as security Deposit or submit a bank guarantee valid for 24 months, for this amount towards security against the equipments provided by LIC in the canteen or any other loss, tear and acts of outside criminal interference, or material causes and riot etc. It will be recovered by LIC for the security deposit of Rs 20000.00 in part or in Toto depending on the extent and nature of loss. The security deposit will be refunded to the contractor on completion of Contract. The security deposit will bear no interest.
5. The rate to be quoted by the tenderer shall be inclusive of all taxes, charges, levies.
6. Quoting of 'Contractor's Rate' openly or submission of financial bid along with technical bid / EMD & Tender fees – (without putting in a separate sealed cover) will result in disqualification of the tender.
7. The tender should be submitted so as to reach Office on or before the date and time specified in the 'Instructions to Bidders'.
8. LIC of India is not responsible in any manner for postal delay / loss / non-receipt of the tender.
9. Infrastructure provided by LIC of India to the contractor at canteen premises are given in the 'Instrucitons to Bidders'. Electricity and water consumption charges will be borne by LIC of India, provided the contractor exercises utmost economy.
10. The tenderer is advised to inspect the facilities, premises etc. where the services are required to be offered and assess for requirements themselves before submission of the tender. The Rates offered in the Financial Bid must take into consideration that space, furniture & fixtures, electricity, water etc., provided by the Corporation free of cost.
11. Tenderers should note that their tenders should remain open for consideration for a minimum period of 3 (Three) months from the date of opening of “Technical Bids”.

**Signature of the Tender Participant**

**Place & Date:**

**Divisional Office: Aurangabad OS Department, Jeevan Prakash, Adalat Road Aurangabad- 431 001, Tel: 0240-2348533 E-mail: [os.aurangabad@licindia.com](mailto:os.aurangabad@licindia.com)**

12. At first the technical bids of all bidders will be opened and scrutinized and tenders of the bidders who qualify in the technical bidding will be shortlisted after inspecting existing canteen facility run by the bidders. Subsequently the financial bids of only those, who qualify in technical bidding, shall be opened.
13. **Successful bidder will be awarded the contract for a period of TWO years which can be extended further by one more year twice Further No any extension will be awarded.** During the first year of the contract, there will be no revision in the rates. In the second year if the contract is extended for another year and if the contractor makes a request to LIC for escalation in price and if the Canteen Committee feels that due to price increase it will not be viable for the contractor to continue to sell at the existing rates, such reasonable increase in price of the items supplied, as deemed fit, may be permitted by LIC.
14. During the first year of Contract, there will be no revision in the rates. If during the said contract period and /or during extended period of contract, the Contractor expresses his inability to fulfill the contract or run the Canteen, without proper notice period, it will be treated as breach of Contract and the contract will be terminated. In such case, Corporation reserves the right to
  - a) Forfeit the Security Deposit submitted by the Contractor.
  - b) Blacklist the Contractor for three years.
15. The price list as attached herewith (Annexure -A) will be made attachment to this agreement and will be valid for TWO years can be reviewed only after the period of this agreement with mutual discussion except aerated drinks and other standard packaged items supplied in canteens. Prices of these articles will be revised whenever manufacturers revise them. However. More items can be included in the menu with prior approval of the management
16. The contractor shall serve vegetarian dishes prepared hygienically in refined oil or vegetable oil. Oil and Atta should be a branded one. Use of artificial colours is strictly prohibited. Rice used should be of good quality
17. Fresh vegetables & items should be used for cooking. Utmost care should be taken for use of perishable items like milk, curd, & paneer etc and in perished items should not be used.
18. This Canteen is pure vegetarian hence only pure Vegetarian item (In case of Package Green Mark) should be used. **Eggs and Non – Vegetarian items are strictly prohibited.**
19. During the period of agreement the contractor shall be fully responsible for the entire canteen arrangements to the employees.
20. The contractor shall purchase of the food stuff, vegetable, groceries and articles used for catering purposes and shall always have on hand sufficient stock. All provisions should be stored in hygienic containers.
21. Mineral water/Aqua Guard water shall be served for drinking purposes in clean glasses.
22. Following facilities will be provided free of cost by LIC and contractor will be responsible for proper handling and safe custody. Repair and maintenance of the below equipments will be carried out by LIC. Contractor will not claim any reimbursement of expenses on this account

**Signature of the Tender Participant**

**Place & Date:**

23. Infrastructure provided by LIC of India to the contractor at canteen premises are:
- a. Canteen hall with Kitchen, Wash area and Store Room
  - b. Water Supply
  - c. Electricity and power connection
  - d. Intercom facility
  - e. Water Purifier UV
  - f. Furniture ( Tables, Chairs)
  - g. Drinking water Cooler
  - h. Ceiling Fans
24. The contractor should bear the cost of LPG cylinder.
25. Appliances, furniture, fixtures and infrastructure available in the canteen shall be utilized for the sole purpose of canteen services to Divisional Office. However, the contractor shall ensure its clean maintenance in good working condition throughout his tenure. Any defect found during inspection will attract penalty.
26. Utencils, cups, saucers, flasks, crockery etc. should be scrubbed and cleaned with good quality cleaning powder/soap and with hot water to remove grime, grease, stains, oil etc., and should be wiped with clean cloth and dried. Canteen stores, kitchen area, dining hall, washing area, wash basins and surrounding areas should be maintained neat and clean round the clock by using good cleaning materials.
27. Maintenance of gas burners, stoves, gas lines, rubber tubes etc in perfect condition. Their regular servicing is the responsibility of the contractor.
28. The contractor should arrange for cleaning dining tables immediately after dining and dispose off the kitchen garbage, leftover food items without causing environmental hazards. He should liaise with the local municipal / civil authorities for disposal of all types of garbage on daily basis. Failure to dispose garbage as stated above shall attract penalty
29. The internal walls, floors, windows, ceilings, woodwork, furniture should be kept free of dust and cobwebs. The premises must be kept free from snakes, rats, insects, pests, birds, cats, dogs etc. No water must be deposited or allowed to accumulate on floors anywhere. Any violation shall attract penalty as decided by the Competent Authority.
30. The contractor will be liable for all consequences in case of any food poisoning. Severe and stringent action will be taken by the Competent Authority, including imposition of penalty. The contractor shall bear all medical expenses, compensation and legal expenses including fines/punishment imposed by the Government Authorities.
31. The contractor should note that the Canteen premises shall be available for their work from 10.00 a.m. to 6 p.m. only. The working hours presently are from 10.00 am to 17.30 pm from Monday to Friday. However the canteen will remain closed on Saturday, Sundays and other holidays unless specifically told by LIC Administration. In case the canteen is to be opened on holidays and kept open beyond office hours. LIC has the option to direct the Contractor to do so and permission to do so would be specific. No staying / lodging arrangements are provided for the canteen personnel and they should ensure to lock the Canteen by 06.00 pm

### **Signature of the Tender Participant**

**Place& Date:**



32.

- a. The canteen shall be for the exclusive use of the LIC office and its employees and their official guests and any other persons allowed by LIC. The contractor shall be responsible for the quality of the eatables supplied and for the service. Only the LIC staff and officers shall be entitled to eat in the canteen hall, the food and refreshment items brought by them from outside.
  - b. Room service will be required to be done by the Contractor to all points in the office and in meeting rooms of Sr. Divisional Manager or Manager's rooms at all times during office hours. The Contractor will not levy service charges towards the same. Packaged and MRP printed items shall be sold at price not above MRP.
  - c. The contractor will not take out of the LIC premises any articles or stores without a Gate-Pass to be issued by Manager (OS) D.M.
33. The contractor should furnish the name and details of the employees he proposes to employ and ID cards should be issued without which entry will not be permitted inside the campus. The employees of the contractor should wear gloves and head gear both at the time of preparing and serving food.
  34. The contract can be terminated by either party by giving 2 months' notice. If the contract is terminated by the contractor without giving notice period, the security deposit is liable to be forfeited.
  35. The contractor should obtain necessary license/ permission to engage labour/staff as required under the Contract Labour Regulation and Abolition Act, 1970.
  36. **The contractor should have valid licence issued by FDA and registration no under Shops and Establishment Act.**
  37. The contractor should have registration with the Registrar of concerned state body and furnish the details of registration number. He shall abide by the state labour and Government of India (Ministry of Labour) rules and regulations and all other statutory acts and regulations and rules relevant to this contract including Workmen's Compensation Act, Minimum Wages Act, Provident Fund Act, and Employees State Insurance Act, Food Safety and Standards Authority of India, Health Department etc.,
  38. The Contractor should provide Firm/ Proprieter PAN number issued by Income Tax Department and GST IN No. No payment will be released without submission of PAN no and GST IN no.
  39. LIC will make payment for only those orders which are given for Official purpose i.e meetings, conferences etc. Contractor has to take prior approval before claiming the bill.
  40. Tea, snacks meals etc given to employees on regular basis, other the official meetings , conferences will be paid by employee only. It is contractor's responsibility to collect the dues from the employees and contractor will not claim any payment from LIC for over dues from employees.
  41. If there is any variation in the quality of material used as against the brand items expressly specified, suitable penalty as may be decided and determined by the authorized person or Committee will be levied. Repeated violations will render the contract liable for termination.
  42. Authorized officials of Divisional Office will be inspecting periodically the canteen maintained by the contractor and will be giving a report. Any deficiency in service will be brought to the notice of the contractor, which he should set right immediately. Failure to do so will attract action.

**Signature of the Tender Participant**

**Place & Date:**

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**Divisional Office: Aurangabad OS Department Jeevan Prakash, Adalat Road, Aurangabad -431 001, Tel: 0240-2348533E-mail: [os.Aurangabad@licindia.com](mailto:os.Aurangabad@licindia.com)**



43. It is the exclusive responsibility of the Contractor to ensure due and timely compliance with all relevant Laws, Rules and Regulations and other relevant instruction issued by Government Authorities from time to time relating to the employment of persons.
44. The contractor or his staff shall not indulge in any act which may hamper the peace or serenity of the campus, likely to be detrimental to the interests of the Corporation.
45. The contractor or his staff shall not use the premises, properties, fixtures, fittings, etc., of LIC for any purpose other than those expressly provided in the contract. It shall be open to any official of the LIC authorized in this behalf to inspect the canteen. Smoking, consumption of alcoholic drinks, indulgence in any obnoxious activities by contractor or his staff is strictly prohibited.
46. LIC may refuse entry into the campus or order eviction of any person/ workmen belongs to canteen falling into any of the following categories: -
  - a) Does not possess good character or is suspected so and/ or
  - b) Is found reportedly indulging in activities prejudicial to the interests of the LIC. and /Or
  - c) Is afflicted/ suspected to be afflicted with any contagious or communicable diseases.
47. Any failure or omission on the part of the LIC at any time to exercise any of its rights under the terms of the contract, shall never be construed as "waiver" and shall in no way impair or affect the validity of the terms and the rights of the LIC to enforce its right at any time subsequently, with retrospective effect wherever found necessary.
48. The contractor shall indemnify the LIC for any loss or damage cause d to its premises, properties and belongings either willfully or otherwise or for erosion of reputation suffered by LIC on account of negligence, wrongful or questionable conduct of the contractor or his staff, whether indulged intentionally or otherwise.
49. Immediately on termination of the agreement, for whatsoever reason, the contractor shall peacefully vacate the premises and handover to LIC all articles, equipments, furniture, fixtures etc, in a good and working condition. Failure to do so will result in forfeiture of the security deposit and further penal action as may be deemed fit. Contractor should also remove all his stores and effects, on termination of the contract. In case of failure to remove the stores and effects by the contractor, LIC is entitled to enter into and take possession of canteen or any area which was given to the contractor and deal with the situation, as may be deemed fit.
50. With a view to achieve effective implementation of this Agreement, the Senior Divisional Manager, LIC, Aurangabad Division, is entitled to issue instructions, either orally or in writing to the Contractor and such instructions shall be deemed to be a part and parcel of this Agreement and shall be binding on the contractor. In all matters relating to or incidental to this Agreement, if there arises any doubt or dispute or disagreement the decision of the Senior Divisional Manager, LIC, Aurangabad Division shall be final and binding on the contractor.
51. If the successful tenderer fails, in course of the agreement period, to comply with the terms and conditions of the Agreement, the damages will be claimed /recovered in full or in part as decided by the Competent Authority
52. Any dispute arising out of or relating to this tender shall be deemed to have arisen in Aurangabad and shall be subject to adjudication of a competent court in Aurangabad (Maharashtra)
53. The contractor must be ready to produce books of accounts, registers, other documents and data in his custody or power, before investigating officer and to furnish him with any information and statement related to affairs of the insurer or intermediary of insurance intermediary.

### **Signature of the Tender Participant**

**Place & Date:**

**Divisional Office: Aurangabad OS Department Jeevan Prakash, Adalat Road, Aurangabad -431 001, Tel: 0240-2348533E-mail: [os.Aurangabad@licindia.com](mailto:os.Aurangabad@licindia.com)**



54. The Contractors may note that the Canteen services are only for the Employees and they should not entertain any outsiders or offer services to outside parties from the premises of LIC of India. Any violation may result in cancellation of the contract and forfeiture of Security Deposit. The decision of LIC of India is final in this matter.
55. The contractor will supply Tea or Coffee or milk at the table of employees in all the floors between 10 a.m. to 11:30 a.m. in the morning and between 3 p.m. to 3:30 p.m. in the evening. Lunch will be served at the Canteen between 1.30 p.m. and 2.00 p.m.
56. The contractor shall not assign or transfer the rights and responsibilities assigned to him to any other person or entity. The Contractor, after the award of the Contract, shall not sublet the contract either fully or partially.
57. LIC of India reserves the right
  - a. to change the relevant dates;
  - b. to accept or reject all or any of the applications;
  - c. to accept any higher bid;
  - d. or to cancel all tenders without assigning any reasons whatsoever

#### THE INSURANCE LAWS (AMENDMENT) ACT, 2015

1. In terms of provisions of Section 33 (3) of The Insurance Laws (Amendment) Act , 2015, Insurance Regulatory and Development Authority of India (IRDAI), is authorized to verify all such books of account, register, other documents and the data base in the custody of the contractor in respect of service 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.
2. In terms of provisions of Section 33 (4) of The Insurance Laws (Amendment) Act , 2015, 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 service provider or contractor where the services are outsourced by LIC of India

**Sr. Divisional Manager**

**Note: The Corporation reserves the rights to accept or cancel tender/ Bids of any of the Agencies at their absolute discretion without assigning any reason thereof. Applications received with incomplete information or alteration not authenticated with proper seal and signature will not be considered**

**Signature of the Tender Participant**  
Place & Date:

**ANNEXURE: "C" (To be typed in the Firm Letter Head)**

**DECLARATION**

I / We hereby agree to all the terms and conditions mentioned above without any condition whatsoever. I / We also further agree that all the deficiencies will attract penalty and the recovery will be effected without any notice to me. In case of my / our premature withdrawal from the canteen services for any reason whatsoever, during the period of the agreement or in case of my failure to comply with these terms and conditions during the agreement period, the Competent Authority is at liberty to forfeit my security deposit of Rs 20000.00 (rupees Twenty thousand only). I / We request LIC of India, Divisional Office, Aurangabad (MH) to consider our 'Tender for Canteen Service at LIC of India, Divisional Office, Aurangabad (MH). I / We have read the 'Instructions to Bidders' for the Tender. I / We declare that our firm is eligible as per the 'Eligibility Criteria & Requirements' for the Tender and assure to render the services to the fullest satisfaction of the Corporation.

Date:  
Place:

Signature of the  
applicant Name  
and Address with  
seal

**Annexure-“D” (To be typed in the Firm Letter Head)**

**UNDERTAKING**

**The Sr. Divisional Manager  
LIC of India  
Divisional office – Aurangabad**

**Sir**

**Ref: Tender no D098/OS/Canteen/Tender No -1 2022-2023 Dated 21.10.2022  
for Canteen Services to LIC of India Aurangabad Division.**

We hereby confirm that we have not been blacklisted by LIC or PSU/ BFSI Organization/ Government / Semi Government / Quasi Govt. Departments in India as on date of submission of bid in response to the above.

We also agree with your terms and conditions quoted in tender.

**Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20**

**Authorized Signatory Signature**

**NAME:**

**DESIGNATION:**

**Mobile No**

**Email ID**

**Name and Address and SEAL OF THE FIRM / COMPANY:**