

## **NOTICE FOR EMPANELMENT OF OFFICE UPKEEP AND OFFICE MAINTENANCE SERVICE PROVIDERS**

Applications are invited from reputed Office upkeep and office Maintenance Service Providers for empanelment of Office upkeep and office Maintenance Services.

### **ELIGIBILITY CRITERIA & OTHER CONDITIONS**

#### **For Office upkeep and office Maintenance Service Providers**

- 1) Office upkeep and office Maintenance Service Provider should be an ISO 9001:2000 Certified Company registered under Companies Act, 1956.
- 2) The Company should have experience in Office upkeep and office Maintenance providing field for at least 5 years or more.
- 3) The Company should have a PAN Card No. of Income Tax Department, Service Tax Registration, and Contract Labour License as also Registered under Labour Laws of the land.
- 4) The Company should have presence in Begusarai.
- 5) The Company should be complying with all the statutory requirements such as Payment of Gratuity Act., ESI, PF etc.
- 6) The Company should have contract with reputed Private /Public Limited Companies and Government Institutions.
- 7) The firms who are on our panel are also required to apply for fresh empanelment, if interested.

1. The eligibility conditions and application form (Annexure "A") can be obtained from the office of Manager (OS), Life Insurance Corporation of India, Divisional Office, Deepshikha Road, Begusarai. Application for empanelment duly completed should be submitted to the Manager (OS), Life Insurance Corporation of India, Divisional Office, Deepshikha Road, Begusarai in a closed envelop superscribed as "Application for empanelment for Office upkeep and office Maintenance Service Provider" along with non-refundable application fee of Rs.100/- in the form of demand draft in favour of Life Insurance Corporation of India payable at Begusarai. Last date for receipt of application form duly completed is 17 hours on 29.08.2011.

2. Mere submission of Application for empanelment does not confer the right of empanelment.

3. The empanelment would be without any liability from our side.

4. The fact of empanelment doesn't give any vested interest. Life Insurance Corporation of India reserves its right to reject, accept or cancel the process of empanelment without assigning any reason thereof for which Life Insurance Corporation of India shall neither be liable nor obligatory to inform the applicant the grounds of any such action.

SR. DIVISIONAL MANAGER

#### ***Note-***

- 1) ***Office upkeep and office Maintenance Service Providers who are on other Divisional Office and Zonal Office existing panel should also apply for empanelment.***
- 2) ***Office upkeep and office Maintenance Service Providers who have been blacklisted / removed earlier by other Offices of the Corporation, should not apply. If applied, their application will not be considered.***

**Annexure -A**

<b>Serial No.</b>	<b>Information Sought</b>	<b>Information Provided</b>
<b>1.</b>	Name of the Firm: (In Block Letters)	
<b>2.</b>	Date of Establishment / Incorporation	
<b>3.</b>	Registration No. for registration under Companies Act, 1956. (Please enclose photo copy of certificate)	
<b>4.</b>	Correspondence address and Telephone No.	
<b>5.</b>	Address of Head Office (If Separate) and Telephone No.	
<b>6.</b>	Status : Proprietary/ Partnership/Private Limited Company / Public Limited Company	
<b>7.</b>	Names of the Partners /Directors	
<b>8.</b>	Name of Chief Executive with his present addresses and Telephone Nos.	
<b>9.</b>	Name of Representative (s) with Designation who would be calling on us and attending to our jobs	
<b>10.</b>	Name of Bankers with addresses & telephone nos.	
<b>11.</b>	PAN No. of Income Tax Department. (Please enclose photo copy).	
<b>12.</b>	Labour Licence Nos. and validity under various section of Labour Laws. (Please enclose photocopy of certificate)	
<b>13.</b>	Service Tax Registration No. (Please enclose photocopy of certificate)	
<b>14.</b>	E.P.F. Registration No. (Please enclose photocopy of certificate)	
<b>15.</b>	ESI No. (Please enclose photocopy of certificate)	
<b>16.</b>	Details if registered with any other Government Authority (ies)	

17.	State the latest Income Tax Assessed year and the amount of Tax assessed (Copies of last 3 years, IT Returns, Balance Sheets & Revenue A/c to be enclosed)	
18.	Turnover for last three years FY. 2010-2011..... F.Y. 2009-2010..... F.Y. 2008-2009 .....	
19.	Details of empanelment with any office of LIC of India and/or prestigious P.S.U.s. (Central), (Please enclose list giving full Details and name and telephone no. of person who may be contacted for confirmation).	
20.	Approximate value of your output per year	
21.	Mention any other specialties of your Establishment	
22.	Total number of Office upkeep and Office maintenance personnel employed as on 31.03.2011	

**Note: Please type this form or fill it legibly in ink. If space provided is insufficient, please type or write the replies on a separate sheet giving appropriate question number and attach it to the form.**

I/We\_\_\_\_\_request Life Insurance Corporation of India, Divisional Office, Deepshikha Road, Begusarai to consider inclusion of my/our name in the list of their approved Security Service Providers. We agree to give full satisfaction to the Corporation in the event of their doing so.

Dated at.....this.....day of.....,2011

Signature with Seal

Name:

Designation:

**Note: The Corporation reserves the right to cancel the name of the suppliers/Service Providers/firms from its approved lists at its absolute discretion without assigning any reason.**

**GENERAL TERMS AND CONDITIONS FOR OFFICE UPKEEP & OFFICE MAINTENANCE  
SERVICES**

1. Submission of a non refundable Tender Fee of Rs.100/-(Rupees one hundred only) in cash for each tender to be paid at our cash counter during cash hours (10 am to 3 pm) on full working day and (from 10 am to 12 noon) on Saturday. The Tender Fee may also be paid by Demand Draft favouring ***L I C of India, payable at BEGUSARAI*** only.
2. The tender should be sent so as to reach this office ***ON OR BEFORE THE DATE SPECIFIED***. Tenders received after last date will be rejected.
3. Price quoted should included the rate of Service Tax and other Taxes if any and any other charges. T D S shall be deducted as per IT rules.
4. Quotations must be given, as per the prescribed format on the letter head duly sealed and signed by the proprietor/Director/Manager of the firm and should be either ***TYPED*** or must be ***IN INK*** and should ***legible***.
5. The Corporation reserves the right to accept any quotation in full or part. This does not necessarily mean that the lowest quotations will be accepted. The Corporation may within its right award tender job in part to one of the tenderer and the remaining job to another tenderer.
6. Services must be provided either at our office, or as per our instructions.
7. In case of failure of the Service Agency to provide the services on or before the date specified, the Corporation will be at liberty to engage the same from any other Service agency, and the Service Agency at default shall make good any loss or damage that the Corporation may suffer thereby or shall pay to the Corporation liquidated damages as provided under Clause No.8 provided hereunder besides being removal from the panel of vendors.
8. Any tender not in compliance with these terms and conditions will be liable for rejection. If the Service Provider fails to comply with the provisions of clause regarding providing services on or before the date mentioned or within such extended time as may be granted by the Corporation or in case it fails to comply with the provisions of OTHER CLAUSES, they shall pay to the Corporation a sum of money ***equivalent to 1% of amount of order for each day's delay/loss*** which shall not in any case exceed 1/10<sup>th</sup> of amount of the order. Such sum to be considered and taken as liquidated damages or sum of money forfeited and due from one party to the other for breach of stipulations contained in the said Clauses and not as penalty, and the Corporation shall be at liberty to deduct such sums from any moneys due to the Service Provider under these presents or may otherwise recover the same separately.
9. No advance payment will be made till the order is fully executed.
10. Apart from all the above conditions if a Security Agency does not participate in any 05 (five) Tenders the name may be removed from our Panel.
11. The security guard shall be employed for 8 hours a day and the exact working hours shall be intimated to you by the Competent Authority at the time of execution of work.
12. That engagement of the security guard under the provision of this agreement shall not be entitle him to seek employment of the Corporation nor shall his disengagement be treated as "Retrenchment" or "Termination" from services of the Corporation. Security guards shall be treated as members of the establishment of the security provider (Security Agency) only.
13. You shall comply with different Laws and Regulations including Contract Labour Regulation & Abolition Act, 1970 Minimum Wages Act, Equal Remuneration Act, Income Tax Act, Service Tax Act and any other Laws and Regulations framed by State / Central Government in future.

14. That it has been mutually agreed between the Corporation and Service Agency that any dispute arising out of this agreement shall be referred for “Arbitration” to the Sr. Divisional Manager, L I C of India, Divisional Office, Deepshikha Road, Begusarai (Bihar) of the Corporation and his decision shall be binding on the Agencies. The Service Agency shall not raise any question of competence of the Sr. Divisional Manager to act as sole arbitrator.
15. Any dispute arising out of or relating to this tender shall be deemed to have arisen in Begusarai and shall be under adjudication of a Court at Begusarai only.
16. The agreement shall remain valid for a period of one year from the date of **agreement**.
17. The Corporation reserves the right to cancel the contract without assigning any reason at any time by giving 30 days notice in advance in case simple termination of contract but in case of breach of the terms of the of contract may be terminated forthwith. and any loss incurred by the Corporation, the Service agency shall be liable to make good the extra charge the Corporation may have to incur to get job done by other Service agency.
18. The Corporation reserves the right to Remove/Blacklist any agency from the list of Empanelled agencies for any deviation from the agreed Terms and Conditions/if any activity is observed which is detrimental to the interest of the Corporation.
19. The letter of undertaking which is given in separate annexure forms part of Terms and Conditions.
20. The Corporation shall in no way be held responsible for any bodily injuries sustained / death of any security guard while in duty. The security agency shall alone be liable to pay all statutory compensations which may be awarded or payable to a security guard or his dependents due to any premature disability or death while in performing his duties.
21. That the Service agency shall renew his License from time to time under various labour laws and shall be liable to pay all fees in relation thereto.

Sr. Divisional Manager,  
BEGUSARAI DIVISION.

**SPECIAL TERMS AND CONDITIONS FOR OFFICE UPKEEP SERVICES & OFFICE  
MAINTENANCE SERVICES**

1. The agency undertakes to provide House Keeping services in the Divisional office situated at Deepshikha Road, Begusarai and other Offices under Begusarai Divisional Office through its own employees/personnel.
2. The agency undertakes to provide House Keeping services through its own employees /personnel at its own costs, expense and work and the Corporation shall not make any payment whatsoever by way of emoluments to such personnel.
3. The entire responsibility for providing House Keeping Service through its own employees/personnel shall be of the agency and the Corporation will not be liable to pay anything to such employees/personnel, except as provided.
4. For providing House Keeping Service in the Divisional Office at Deepshikha Road, Begusarai and other offices under Begusarai Divisional Office, the agency shall be paid House Keeping Charges at the rate quoted as per tender per Sq.ft per month. Over and above Service Taxes will be paid as per the prevailing rates.
5. The agency will decide the number of employees to be engaged for execution of House Keeping work on the basis of area.
6. The Corporation shall pay the House Keeping charges to the Agency of the Second part by 10<sup>th</sup> of every month.
7. The agency shall carry out all work relating to House keeping during working hours daily on all working days except on weekly and declared holidays.
8. The Corporation shall make suitable arrangement for providing sitting place, water, light etc for the employees of the Agency.
9. 'The Agency shall ensure that all its employees deployed at Divisional Office of the Corporation shall be efficient, skilled and honest. The Agency shall provide Uniforms to its employees and also ensure their neatness and cleanliness. The employees shall also be provided with Identity cards by the Agency.
10. It is clearly understood and agreed that by this Deed / Agreement no relationship of Employer or Employee is created between the Corporation and the employees of the Agency to pay wages to its employees/personnel and to ensure compliance of all the Labour Laws applicable.
11. The Corporation will have privity of contract only with the Agency and will give instructions to it only and will have nothing to do or concerned with the conditions of employment of the personnel /employees engaged and deployed by the Agency for discharging contractual obligations.
12. The Corporation will not be entailed to retain any control, supervision or the manner of discharge, dismissal or retrenchment of the employees engaged and deployed by the Agency for doing House Keeping Work.
13. 'The Corporation will not have any connection with the employees of the Agency and neither any of its officials will supervise or dictate the manner of execution of the work to them.
14. The Agency shall be strictly liable/responsible for complying all statutory obligations such as Provident Fund, E.S.I, Gratuity etc. for its employees deployed on the premises of the Corporation
15. In the event of any liability of any nature whether relating to statutory compliances or payment of wages or otherwise, is saddled on the Corporation with regard to employees of the agency, the Agency undertakes to indemnify and to make good the loss to full extent to the Corporation, failing which the Corporation shall be within its right to take appropriate action in law for recovery of the said amount. It is particularly agreed that the Corporation shall in no way be held responsible for any bodily injuries sustained or death of any employee(s) of the Agency. The Agency shall alone be liable to pay all statutory compensations which may be awarded or

payable to such employee or his/her dependent. If under any circumstance the Corporation is made liable to pay any such compensation, the Agency will indemnify /reimburse the Corporation to full such extent.

16. 'The Agency shall produce forthwith documents in proof of statutory compliances and payment of appropriate wages to the deployed personnel on being whenever demanded by the Corporation or otherwise the Corporation may on this account be entitled to terminate this agreement without giving any notice.
17. The Agency shall provide the names, local and permanent addresses of the personnel deployed to the Corporation for security reasons.
18. If an employee of the Agency is not efficient, diligent, honest, sincere or otherwise and if a complaint is made by the Corporation in this regard to the Agency, the Agency shall immediately change such employee.
19. If the employee(s) of the Agency is /are directly or indirectly involved in any incident resulting in loss of property and/or money to the Corporation, the Agency shall indemnify to full extent all such losses occurred to the Corporation. In addition, the Corporation shall also have the right to take appropriate legal action against the personnel involved and also against the Agency.
20. The Agency will be free to work anywhere else or to undertake any other contract but it will remain responsible to the Corporation for the due and efficient execution of the job and related obligations entrusted to it by this agreement.
21. The Agency and its employees will have no right or lien whatsoever upon the premises belonging to the Corporation and the Agency and its employees will move out of the premises at the instance of the Corporation.
22. The Corporation will not in any manner be responsible for any act, omission or commission of the employees of the Agency and no claim in this respect will lie against the Corporation. If any such claim is made against the corporation by any employee or his heirs engaged and deployed by the Agency, which the Corporation is obliged to discharge by virtue of any statute or any provision of Law and Rules due to mere fact of the employee of the Agency at the premises of the Corporation or otherwise, the Agency will be liable to indemnify / reimburse the Corporation all the money paid in addition to the expenses incurred.
23. The employees of the Agency shall be liable for search at entrance and exit.
24. The duration of this empanelment is for a period of 3 (three) years including current financial year from the date these covenants.
25. The contract may be determined even before the stipulated period by either party by giving the other one month's notice in writing.
26. In the event of non- compliance or breach of any terms of the contract or unsatisfactory or inefficient working, the Corporation will be at liberty to revoke the contract by a week's notice in writing. It shall additionally be entitled to remove/ blacklist the Agency from the list of empanelled Agencies.
27. It is mutually agreed that any dispute arising out of this Agreement shall be referred for 'Arbitration' to the Sr. Divisional Manager, LIC of India, Divisional Office, Deepshikha Road, Begusarai (Bihar) and his decision shall be binding on the parties. The Agency shall not raise any question of competence of the Sr. Divisional Manager to act as sole Arbitrator. The proceedings shall be carried out as per the provisions of the Arbitration and Conciliation Act, 1996.
28. Courts in Begusarai alone will have exclusive jurisdiction in all matter connected with or arising out of this Agreement.

Sr. Divisional Manager