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Annexure F

Primary clauses of the agreement to be entered by the Successful bidder (The „Service Provider“ and the Life Insurance Corporation of India, Mysore Division (The Corporation).

The successful bidder has to enter into an agreement with the Corporation on providing the security services in tune with the terms and conditions of the tender. The primary clauses of such agreement are reproduced herein for ready reference as Annexure F.

A. The term of the agreement:

- 1. PERIOD OF THE AGREEMENT:** *The Agreement shall be for a period of Three years, which is subject to the satisfactory services from the service provider.*

B. On the part of the Service Provider:

- 1. The Service provider shall continue to hold necessary valid permission/license etc in force as long as the contract is in force.*
- 2. The Service provider shall ensure that the persons posted for service should have undergone the prescribed training as stipulated in the Rule 2008*
- 3. The Service provider shall produce document in support of their claim about the „Trained persons“ posted for duty*
- 4. The Service provider shall ensure that the person posted for duty shall invariably follow the stipulation as mentioned in Rule 16 of Rules 2008*
- 5. The Service provider shall provide the conceived security services at such times and in such manner as communicated by the CORPORATION from time to time.*
- 6. The Service provider undertakes to provide security service through its own enrolled persons at his own costs, expenses and the “Corporation” shall not make any payment what so ever by way of emoluments to such persons directly.*
- 7. The Service provider alone shall have the right to take disciplinary action against any person(s) engaged by him; while no right whatsoever shall vest on any such person(s) to raise any dispute and/or claim whatsoever against the CORPORATION.*
- 8. The Service provider shall be responsible for all injuries and accidents to persons, engaged/deployed by him.*



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9. *The Service provider shall be responsible for the conduct and behavior of his workers. If any worker of the Service provider is found misbehaving with the CORPORATION staff, the Service provider shall take necessary and appropriate action immediately. Non- Disclosure of Confidential Information will also be the sole responsibility of the Service Provider. For this the Service provider shall depute persons of good integrity and honesty who will not divulge information in his possession by virtue of his working in the premises of the Corporation. Service provider shall be liable for any loss caused to the Corporation due to any such wrongful disclosures.*
10. *The Service provider shall make good the loss sustained by the CORPORATION either by replacement of the material/equipment or payment as compensation in the event of any loss/damage being occurred to the CORPORATION on account of the negligence of the Service Provider"s workers,*
11. *The Service provider shall not appoint any sub-Service provider to carry out any obligations under the Agreement.*
12. *The Service provider shall take proper instructions from the CORPORATION for the execution of the Agreement at the different places and will faithfully comply with the same during the currency of the Agreement.*
13. *The Service provider providing security services shall provide the names, local and permanent addresses, and mobile no, id proof and bank details of all the security service persons deployed to the Corporation Offices.*
14. *The Service provider will take appropriate actions against its erring workers and intimate accordingly to the Corporation, in case .If any of the workers of the Service provider indulges in theft or any illegal/irregular activities, misconduct.*
15. *The Service provider shall at all-time indemnify and keep indemnified the CORPORATION 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 representative of the Service provider 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 engagement of the Service provider or not, who provided or provides the said services under this Agreement.*
16. *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*



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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.

17. The Service provider shall adhere to and comply with all the laws that may be applicable to him and will extend all the benefits/privileges as applicable to persons engaged by him including that of Provident Fund, ESI, Workmen's Compensation Act, Bonus, Gratuity, and Minimum Wages Act etc. In case of any breach of any law, rules, notifications applicable to the workers of the Service Provider, the Service provider alone shall be responsible and liable for any act(s) of omission and/or commission committed by any workers, agent, representative, attorney, person(s) engaged by him for discharging the obligations under the agreement.
18. The Service provider shall obtain appropriate license under the Contract labour (Regulation and Abolition) Act 1970 and the Rules as amended up to date and shall comply with all terms and conditions thereof strictly, and shall keep such license duly validated and/or renewed from time to time throughout the currency of the Agreement.
19. The Service provider, in respect of persons posted for duty at Corporation outlets, shall pay the salaries to Security Personnel on or before 7th of the following month and make all the statutory remittances like PF, ESI etc well within the stipulated timelines.
20. The Service provider shall maintain all registers required under various Acts, which may be inspected by the Corporation as well as the appropriate authorities at any time.
21. The Service provider must ensure that the wages to the Workers are paid within the stipulated time limit as provided under relevant Rules & Regulations/Law/Statute in force. The Service provider will not link the payment of wages to the workers with settlement of his bills by the Corporation. Payment of bills will be made on monthly basis through NEFT only, provided that the Security Services provided were/are satisfactory during the month and subject to deduction of Penalty imposed if any as per terms and conditions of the Agreement. The Service provider will have to produce the Register of Wages or the Register of Wages-cum-Muster Roll of the preceding month along with the bill to be submitted on or before 7th of every calendar month for verification, to the nominated official of the Corporation. The Service provider shall raise the invoice/bill and LIC of India agrees to pay such invoices/bills within 15 working days of receipt and acceptance of the invoice/bill, as per terms and conditions of the Agreement.



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22. The Service provider shall give an undertaking in favour of the Corporation by the 25th of the following month that he has complied with all his statutory obligations and copies of such challans /receipts/list also need to be submitted.

23. The Service provider shall remit the GST amounts reimbursed for providing the security services to respective Government authorities for prompt claiming of Input Tax Credit by the Corporation

24. The Service provider shall ensure that no member of security services, provided by it in our premises shall be a member of the union of the employees of the Corporation and/or takes any interest in their activities or involve themselves in union activities of the employees of the Corporation.

C. On the part of the Corporation:

1. The Corporation will pay the monthly bill payment subject to the Service provider submitting the attested photocopies of the following documents:

(i). Muster Roll/Attendance sheet of the workers signed by the Service provider for the month on the format prescribed in the Contract Labour (Regulation and Abolition Act, 1970) read along with Contract Labour (Regulation and Abolition) Rules, 1971.

(ii) Salary sheet for the month showing receipt of the wages on the format prescribed in the Contract Labour (Regulation and Abolition Act, 1970) read along with Contract Labour (Regulation and Abolition) Rules. 1971.

(iii) Deposit Challan showing the individual amount of deposit of contribution of provident fund of employees" and employer"s share, with the appropriate authority.

(iv) Deposit Challan showing the individual amount of deposit of contribution of ESI of employees" and employer"s share, with the appropriate authority.

(v) Receipt and Statement of Bonus (if any payable) paid to the workers (To be submitted in the following Month after making payment)

(vi) Deposit of remittance of contribution of provident fund, ESIC, Goods and service Tax if paid any, should be submitted with a challan separately for LIC of India. It should not contain the contribution of PF and ESI as well as GST in respect of workers of other organizations being serviced by the Service Provider.

(vii) Where payment to worker is made by cheque, then a copy of Bank account statement of relevant month showing debit of wages/benefits in favour of

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worker should be submitted every month with the bill by the Service provider. Wherein payment is made through NEFT, then a copy of the statement sent to the Bank duly acknowledged by the Bank should be submitted.

2. The Corporation shall make payment of monthly wages based on actual attendance of the workers deployed at LIC Offices.

D. General Clauses.

1. Duty hours of Security service persons will be on 8 hours basis and time slot will be decided by CORPORATION and communicated to the Service provider for providing Security services. Under no circumstances will the security guards be forced to do two consecutive shifts.
2. The Security services are required in 2 types – Round the clock-> 3 Shifts and others/general shifts.

Security Personnel required round the clock for 3 shifts will be on 24x7 bases.

For General/Other type shift, guards are to be deployed only during office hours and only on working days. They need not be deployed on Saturdays and Sundays of every month and days on which Holiday is declared under Negotiable Instruments Act by State/ Central Governments. The list of such holidays can be obtained from Estates department.

3. No relationship of employer and employee shall be created between the CORPORATION and the workers engaged by the Service Provider.
4. Nothing in this agreement shall be deemed to create any partnership, joint venture, between LIC of India and the Service provider or with their Representatives and/or with their workers. 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 Service provider is an independent Service provider and not an employee, agent, associate or authorized representative of LIC of India. The Service provider undertakes that he shall not undertake any obligation or liability in the name of or on behalf of LIC of India, whatsoever.
5. In case Corporation is required to meet any liability in respect of any person(s) engaged by the Service provider by virtue of their working at the premises of the CORPORATION, it would be open and lawful for CORPORATION to deduct the amount(s) of any such liability from and out of dues payable to the Service Provider.



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6. *If the Service provider commits any breach of any of the terms and conditions hereof and/or fail/neglect to carry out any instructions issued to him by the CORPORATION from time to time, it shall be open and lawful for the CORPORATION to terminate this Agreement forthwith without assigning any reason and can get the work done by any person(s) or through any other Service provider at the risk and cost of the Service provider and the Service provider shall have no right to claim any compensation whatsoever on this account.*
7. *No advance payment shall be made against the work order.*
8. *All payments to the Service provider shall be made by National Electronic Fund Transfer (NEFT) only after Tax Deduction at Source (T.D.S.) as per the provisions of Income Tax Act and GST Act 2017 as amended from time to time and a certificate to this effect shall be provided to the Service Provider.*
9. *The Service provider shall raise the invoice / bill and the CORPORATION agrees to pay such invoices/bills within 15 working days of receipt and acceptance of the invoice/bill, as per terms and conditions of the tender/Agreement.*
10. *The Service provider shall take charges due to him, for the services rendered in tune with the terms of the agreement, from the Corporation only by reimbursement. Rather payments due to the employee and statutory authority shall be paid first by the Service provider and produce the necessary supporting document for claiming reimbursement.*
11. *All the services under the Agreement and any other work of similar nature, which will be entrusted to the Service provider from time to time by the Corporation, are to be rendered without causing any hindrance or disturbance to any staff member of the Corporation working during the normal working hours. The work shall be carried out efficiently in consonance and in conformity with the standards of highly alert, efficient and effective security service.*
12. *The Corporation shall always have the right to conduct a search of the Service Provider"s workers/representatives and/or any of their vehicles used for transportation of materials while entering/going out of the Corporation"s premises or inside the premises.*
13. *If the Corporation notices that the worker"s of the Service provider has/have been found negligent/careless in rendering the said services, the same shall be communicated immediately to the Service provider who will take corrective steps immediately to avoid recurrence of such incidents and report to the designated officer of the Corporation with its action plan.*
14. *The CORPORATION shall, under no circumstances be deemed or treated as the employer in respect of any person(s) engaged by the Service provider for any*



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purpose whatsoever nor would the CORPORATION be liable for any claim(s) whatsoever of any person(s) of the Service Provider.

15. *The workers/representatives of the Service provider shall never be considered to enjoy any right to enter the premises of the Corporation by virtue of this agreement or otherwise at any time except with the prior permission of the Corporation.*
16. *If, at any time, during the operation of the Agreement or thereafter the Corporation is made liable in any manner whatsoever by any order, direction or otherwise of any Court, Government Authority or Tribunal, to pay any amounts whatsoever in respect of or to any of the present or ex-workers of the Service provider or to any third party, the Service provider shall immediately pay to the Corporation all such amounts and costs also and in all such cases/events the opinion of the Corporation shall be final and binding upon the Service Provider. The Corporation shall be entitled to deduct any such amounts as aforesaid, from the security deposit and/or from any pending bills of the Service provider and if such amount is not fully recovered, the Corporation shall be entitled to recover the balance amount through legal recourse.*
17. *The Service provider further agrees to absolve the Corporation from all the liabilities in regard to any statutory enactments to the extent applicable to the service provided by the Service Provider. It is clearly understood that if the Corporation be called upon to make any payment to any government authority, the Service provider shall reimburse such amounts to the Corporation whether such liability arises during the currency of this agreement or after expiry of the period of the agreement. If there would be any claim on the Corporation for any default of the Service provider or its workers committed during the operation of the Agreement, the Service provider shall pay the Corporation such amount on demand without protest.*
18. *It is clearly understood by the Service provider that the persons engaged by the Service provider for providing Security services as mentioned herein, shall be the employees of the Service provider and not of the Corporation. The Service provider shall be liable to make payments to its said workers towards their monthly wages/salaries and other statutory dues like EPF, ESI, minimum wages, bonus, etc.*
19. *The parties hereto have considered, agreed to and have a clear understanding on the following aspects:*
 - a) *The Agreement is for providing SECURITY SERVICES and is not an Agreement for supply of contract Labour.*
 - b) *The Corporation shall not be liable for any obligations/responsibilities, Contractual, legal or otherwise, towards Service Provider"s*



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workers/representatives or to the said workers/ representatives directly and/or indirectly, in any manner whatsoever.

c) That the workers/representatives of Service provider rendering the services under the Agreement, shall never be deemed to be the workers of the Corporation in any manner whatsoever and shall not be entitled for employment, salary/wages, damages, compensation or anything arising from their deployment by Service provider for rendering the said services.

20. 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.

21. The security workers engaged by the Service provider for deployment at LIC sites should be preferably in the age group of 21 to 50 years with minimum qualification of 9th standard and they should have been trained in operating fire fighting equipments and all related security equipments. They should be able to read and write Kannada, English and Hindi and also be able to read names and addresses in Kannada, English & Hindi. The security personnel should have Good health & Physique with good eye sight and hearing. The guards should be medically examined every year for fitness.

22.(1) Awardee Service provider should submit the deed of Agreement with LIC Of India, Divisional Office, Mysore duly executed on a non-judicial stamp paper of Rs 500/-, as per the draft conditions provided by LIC of India, within 10 days (maximum) of receipt of intimation as above. Failure to sign and non submission of deed of agreement and Security Deposit in the nature of performance guarantee of Rs.35,00,000/- (Rupees Thirty five lakhs only) Rs.21,00,000 by demand draft in favour of LIC of India payable at Mysore + Rs.14,00,000 by Bank Guarantee) within 10 days of intimation as above may result in the forfeiture of EMD and cancellation of selection as successful Service Provider. On signing of the agreement, the Corporation will issue work order and the Service provider shall start its work within three days from the date of receipt of work order.

(2).In the event of the Service provider not fulfilling the conditions of the Agreement/or the work order, LIC of India reserves the right to forfeit the Security



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deposit placed with the Corporation, in part or in full and to take such other decision as may be required in the interest of the Corporation. The decision of the LIC of India shall be final and binding upon the Service provider in the matter.

23. In terms of provision of Section 33(3) of the Insurance Act, 1938, Insurance Regulatory 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 Service provider in respect of service outsourced by the Corporation. It shall be the duty of the Service provider to provide such documents/ statements/ information as may be required by IRDAI within such time as maybe specified by the IRDAI.
24. In terms of provisions of Section 33(4) of The Insurance Laws (Amendment) Ordinance, 2014, Insurance Regulatory Authority of India (IRDAI) if it considers expedient to do so, may direct any person hereinafter referred to as the „Investigating Officer“, to make an investigation as specified under Sec.33(1) or carry out an inspection as specified under Sec 33(2) of The Insurance Laws (Amendment) Ordinance, 2014, who may examine under oath any Manager, Managing Director or other Officer of the Service provider or the Service provider where the services are outsourced by the Corporation.
25. Original of this agreement will be kept with the Corporation. An attested copy of the same will be with Agency

E. Penal Clauses.

1. In the event of failure of the Service provider to provide the services or part thereof, as mentioned in the agreement for any reasons whatsoever, the Corporation shall be entitled to procure services from other sources and the Service provider shall be liable to pay forthwith to the Corporation, the difference of payments made to such other sources, besides damages at double the rate of payment for the period of failure in providing the services or part thereof. Further no payment shall be made for worker who remains absent or where services rendered not found satisfactory.
2. Non fulfillment of conditions of the agreement by the Service provider during the period of agreement will attract the penalties as specified below. The penalties so imposed will be deducted from the monthly payment due to the Service provider.
 - a. The salaries to the security personnel posted for duty at LIC outlet is not paid by the service provider on before 7th of every month will attract the penalty @ Rs.10000/-per day.
 - b. The security workers on duty without uniform will attract penalty @ Rs.25/- + GST at applicable rate per person per day of the lapse.



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- c. *The security worker missing from the duty site will attract penalty @ Rs.100/- per day per person.*
- f. *The security provider not providing replacement for absentees will attract a penalty @ Rs.1000/-per day per person.***
- g. *Guards found sleeping during duty hours will attract penalty @ Rs.500/- per guard*
- h. *Field Officer not checking guard duties in the night and not submitting reports for the month – Rs.5000/-per month.*

F. Exit Clauses:

- (1) *The Corporation can terminate the agreement by giving one month's written notice to the Service provider without assigning any reason and without payment of any compensation. Service provider shall move out of the premises of the Corporation with his men and material immediately.*
- (2) *The Service provider can terminate the agreement by giving three months written notice to the Corporation. In that event, the Service provider shall move out of the premises of the Corporation with his men and material immediately.*
- (3) *In the event of earlier termination by either parties of the Agreement or expiry of the Agreement, the Service provider shall be obliged to continue providing services at the same terms and conditions as provided in the Agreement till such time as LIC of India is able to make any alternative arrangement or LIC of India has agreed in writing to allow the Service provider to discontinue earlier.*
- (4) *The Corporation also possesses right to terminate the Agreement by giving only a 24 hours" notice to the Service provider when there is a major default in compliance of the terms and conditions of the Agreement or the Service provider failing to comply with the statutory obligations. In such an eventuality the security deposit shall be forfeited, other action such as blacklisting may follow. In that eventuality the Service provider shall move out of the premises of the Corporation with his men and material immediately. This discretion of termination of the Agreement by the CORPORATION will be exercised judiciously since the Service provider is rendering the essential and public utility services.*
- (5) *If the Service provider commits breach of any covenant or any clause of the agreement, the Corporation may send a written notice to the Service provider to rectify such breach within the time limit specified in such notice. In the event, the Service provider fails to rectify such breach within*



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the stipulated time, the Agreement shall forthwith stand terminated and the Service provider shall be liable to the Corporation for losses or damages on account of such breach.

- (6) If any complaint received orally or in writing against the Service provider about less payment of wages or demand of any amount for engagement of the duty, etc. it will be viewed seriously and if the complaint is found truthful, then the Agreement may be terminated immediately.*
- (7) If at any stage, it is revealed that documents/certificates/testimonials submitted by the Service provider are forged or have been manipulated, the work order issued to the Service provider shall be cancelled and Security amount deposited with LIC of India shall be forfeited without any claim whatsoever on LIC OF INDIA and the Service provider shall be liable for action as appropriate under the relevant laws.*
- (8) Without prejudice to any of the rights or remedies under the Agreement, if the Service provider dies, LIC of India shall have the option of terminating the Agreement without compensation to the legal or other heirs of the Service Provider.*

G. Arbitration Clauses.

- 1. In the event of any dispute or difference arising out of operation of the agreement, the same shall be referred to the sole arbitrator and the sole arbitrator will be appointed by the Senior/ Divisional Manager, LIC of India, Divisional Office, Mysore, whose decision shall be final and binding on both the parties. The venue of arbitration shall be at Mysore*
- 2. The provisions of the Arbitration and Conciliation Act, 1996 shall apply to the arbitration.*

H. DECLARATION:

I/We hereby agree to all the Terms & Conditions mentioned above without any condition whatsoever.

I/We also further agree that all the deficiencies will attract penalty and the recovery will be affected without any notice tome/us

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