



"Jeevan Prakash", Divisional Office, Johnsonpet, Salem - 636 007.

Ph: 0427 2554401,2554402 Email: os.salem@licindia.com

Ref: LIC/DO/SLM

Dated 09th October 2024.

TENDER DOCUMENT
For
SECURITY SERVICES
& HOUSE KEEPING
SERVICES
(Cleaning/Sanitation/Sweeping)



Life Insurance Corporation of India
 OS Department,
 Divisional Office ,
 Johnsonpet,Salem - 636 007

LAST DATE & TIME OF RECEIPT OF TENDERS : 28.10.2024, 3.00 pm
DATE & TIME OF OPENING OF TECHNICAL BID : 29.10.2024, 11.00 am

Cost of Tender Document: Rs.250/- + (GST)

Ref: LIC/SLM/OS/2024-25/01

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"Jeevan Prakash", Divisional Office, Johnsonpet, Salem - 636 007.

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Invitation of Tenders for Security Services and House Keeping Services (Cleaning / Sanitation /Sweeping)

Life Insurance Corporation of India, Salem Division invites sealed tenders under Two Bid System (Technical Bid and Financial Bid) for providing **Security Services and House Keeping Services (Cleaning/Sanitation/Sweeping) – in Salem Divisional Office, Branch Offices, Guest House under Salem Divisional Area** from reputed agencies, licensed Organizations/individuals with their presence in Salem having sound financial capacity and proven track record of at least 3 years in the field with an annual turnover of Rs.40 lakhs and above to large institutions/PSUs/Hospitals/Hotels etc., for providing Security Services and House Keeping services (cleaning / sanitation / sweeping). The tenderers meeting the criteria specified in the tender shall only be considered for further evaluation.

Tender format containing Terms & Conditions for Security Services and House Keeping services (cleaning / sanitation / sweeping) at different locations Salem Divisional Area, is available in our website www.licindia.com from **09.10.2024 to 24.10.2024**. Last date for submission of filled in tenders to our office will be on **28.10.2024 upto 3:00 PM Hrs.**

Also, Tender Forms will be issued from 09.10.2024 to 24.10.2024 on payment of Rs.250/- + GST @ 18% per set as Non-refundable Tender Fees from OS Dept, at the 33above address on any working day between **10.30 am and 3.00 pm** from Monday to Friday.

Tenderers will have to send a DD for Rs.250/- + GST Rs.45/- total Rs.295/- (Rupees Two hundred Ninety Five only) towards tender fee along with the completed tender.

The Sr. Divisional Manager, LIC of India, Salem reserves the right to reject/issue the tender to any agency at his sole discretion without assigning any reason whatsoever.

Date: **09.10.2024.**

Senior Divisional Manager.

“Jeevan Prakash”, Divisional Office, Johnsonpet, Salem - 636 007.

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PART - A

TENDER NOTICE AND SCHEDULE

Sl.No.	Description	
1	Tender Notification Date	09.10.2024
2	Cost of tender document (Non refundable)	Rs.250.00 (Rupees Two hundred fifty only) + GST Rs.45/- .Total Rs.295/- in the form of Demand Draft/Pay Order drawn in favour of “LIC OF INDIA’ payable at Salem to be paid at the time of submitting the tender in a separate envelope superscribed “COST OF DOCUMENT Security Services and House Keeping Services(Cleaning/Sanitation/Sweeping)
3	Earnest Money Deposit	Rs.50,000/- (Rupees Fifty thousand only) in the form of Demand Draft/Pay Order drawn in favour of “LIC OF INDIA’ payable at Salem to be paid at the time of submitting the tender in a separate envelope superscribed “ EMD FOR Security Services and House Keeping Services(Cleaning/Sanitation/Sweeping)
4	Time, Date and place of sale of Tender Document. (collection in person from the given address or downloading from official site of the corporation)	From 09.10.2024 to 24.10.2024. between 10.00 AM and 3.00 P.M. on working days (excluding Holidays, Saturdays and Sundays) from the above office on payment of non refundable tender cost by Demand Draft / Pay Order in favour of “ LIFE INSURANCE CORPORATION OF INDIA” payable at Salem.
5	Last Date,Time and Place for submission of Tender Document	On 28.10.2024 up to 3:00 PM Place: LIC of India, Divisional Office,Johnsonpet, Salem – 636 007.
6	Date & Time of opening of Tender Document	The Tender Document will be opened on 29.10.2024 at 11:00 am in the presence of bidders or their authorized representatives who may wish to be present. Place: LIC of India, Divisional Office,Johnsonpet, Salem – 636 007.
7	Date & Time of opening of Financial Bids.	Shall be intimated later on.
8	Pre Bid Meeting with Tenderers.	Time : 11.30 am on 23.10.2024 Place: LIC of India, Divisional Office,Johnsonpet, Salem – 636 007.
9	Contract Period	TWO Years from the Date of taking over which can be renewed on the same terms and conditions for Third/Fourth year if the performance of the Contractor is satisfactory to LIC of India.
10	Validity of Tender	180 days from the date of opening of Technical Bids.

***Tender document may also be downloaded from Corporation’s website from the link:-
www.licindia.com/Tenders

Date : 09.10.2024.

Senior Divisional Manager.



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PART - B

INSTRUCTIONS TO BIDDERS

The tender forms will be available from 09.10.2024 to 24.10.2024. between 10.00 AM and 3.00 PM on week days (excluding Holidays, Saturdays and Sundays).

1. The last date for submission of filled in tenders (both technical and financial bids) is on 28.10.2024 up to **3.00 PM** . The offers received after the last date and time mentioned above will not be considered.

2. The filled in tenders should be submitted to the address given below :

**The SENIOR DIVISIONAL MANAGER
L.I.C. OF INDIA, DIVISIONAL OFFICE,
JOHNSONPET,
SALEM – 636 007.**

3. The **Technical Bid** will be opened on 29.10.2024 at 11:00 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.

4. The tender form consists of the following documents. i.e.,

- i) Instructions to bidders and Terms & Conditions.
- ii) Technical part.
- iii) Financial part.

5. The offers are to be submitted in Two Bid system i.e., Technical Bid and Financial Bid. The Technical Bid consists of all the required information called for in the questionnaire (other than the Financial Bid). The Technical Bid shall be submitted in sealed cover (Marked Envelope – I) superscribing as “Technical Bid” for “TENDER FOR SECURITY SERVICES and HOUSEKEEPING SERVICES (cleaning/sanitation/sweeping) – LIC OF INDIA, DIVISIONAL OFFICE, SALEM and DIVISIONAL AREA”. Technical Bid should be strictly as per Annexure “A” containing all the certificates/information/documents.

6. The price bid shall contain only Financial details i.e., rate and other financial implications. The Financial Bids will be placed in the **Envelope - II superscribed with the words “Tender for Security Services and House Keeping Services(cleaning/sanitation/sweeping). The Financial Bid should be strictly** in the format as given in Annexure “B”. This cover will be opened after short listing of tenders based on the basis of Technical Bids evaluation.

Technical Bid and Financial Bid kept in single cover or kept in unsealed covers will not be considered.



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7. Envelope – III This cover should contain the DDs/Pay orders for EMD and TENDER FEE for Rs. 50,000/- and Rs.250/- (plus GST @18%) Those who are exempted shall write “MSME-Exempted” on the top of the cover and put original/certified copies inside the cover.

EMD amount of Rs. 50,000/- (Rupees Fifty thousand only) in the form of Demand Draft / Pay Order in favour of “ Life Insurance Corporation of India” payable at SALEM and the cost of tender fee of Rs. 250/- + GST Rs.45/- (Rupees two hundred ninety five only), the Miscellaneous Receipt of the tender fee deposited or D.D or Pay Order shall be submitted in sealed cover (Marked Envelope –III) super scribing as “Earnest Money Deposit” for **“TENDER FOR SECURITY SERVICES AND HOUSEKEEPING SERVICES (cleaning / sanitation /sweeping)–LIC, DIVISIONAL OFFICE SALEM and DIVISIONAL AREA”** along with “Technical Bid and Financial Bid ”. Please note that no interest is payable on the EMDs.

8. All the three envelopes will be placed in a fourth envelope (Envelope – IV) and sealed and submitted to the LIC OF INDIA, DIVISIONAL OFFICE, SALEM at the address given above. The envelope must be super scribed with **“TENDER FOR Security Services and House Keeping Services (cleaning / sanitation / sweeping) – LIC, DIVISIONAL OFFICE SALEM and DIVISIONAL AREA”** and the last date for submission **28.10.2024 up to 3.00 PM and** the Technical bid will be opened on **29.10.2024 at 11.00 AM** in the presence of bidders or their authorized representatives who may wish to be present.

9. In case the tender form is downloaded from the corporation’s web site, the non refundable tender fee of Rs.250/- + GST Rs.45/- (Rupees two hundred ninety five only) may be remitted in the form of Demand draft / Pay order drawn in favour of “ Life Insurance Corporation of India” payable at SALEM.

10. **Refund of EMD :-** EMD shall be refunded as under :

(i) EMD of all unsuccessful Vendors / bidders shall be refunded within one month’s time after scrutiny and submission of Technical Assessment Report by Divisional Committee to the **SENIOR DIVISIONAL MANAGER**.
(ii) EMD of other bidders (except lowest bidder) shall be refunded within one month’s time after opening of Financial Bids.
(iii) EMD of lowest bidder shall be refunded separately or adjusted along with the Security Deposit.
(iv) In case the lowest vendor / bidder refused to render services after issue of allotment letter, a notice shall be served to them by giving **30 (thirty) days** time failing which their EMD amount lying/retained with us shall be forfeited without any further correspondence. **Sr. Divisional Manager is the competent authority to refund / forfeit the EMD amount.**

11. All the pages of the tender form are to be signed 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 and bids lacking in details and without signatures are liable to be rejected.



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12. Tenderers should note that their tenders should remain open for consideration for a minimum period of 06 months (Six months) from the date of opening of “Technical Bids”.
13. The Tender Inviting Authority reserves the right to accept any tender or to reject any or all tenders at his sole discretion without assigning reasons thereof. The Tender Inviting Authority does not bind to accept the lowest tender.
14. Financial Bids of only technically qualified bidders will be opened to decide L1. In case of more than one L1 bid emerging, the bidder with highest average turnover in the last three Financial Years as per Sl.No.16 of Annexure “A” (Technical Bid) will be decided as L1. When more than one L1 emerge even at this stage, highest turnover in the latest Financial Year 2023-24 shall be considered to decide L1.
15. The tenderer not fulfilling eligibility conditions of the tender will not be considered.
16. Decision of the Corporation will be final conclusive and binding on the tenderer and Corporation takes no responsibility for any delay whatsoever for submission of tender after the last date and time given in the Schedule.

Place :

Date :

Signature of vendor with seal



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Tender for Security Services and House Keeping Services (cleaning / sanitation / sweeping)

This tender consists of two parts, viz., Technical Bid including Instructions to Bidders, Terms and conditions and Financial Bid containing expected price only. Separate Technical and Financial bids are to be submitted for each proposal. The Technical Bid, Financial Bid and the Earnest Money Deposit (EMD) should be sealed in envelopes

The use of envelopes will be as under:

(a) Envelope marked as I: The duly completed **Technical Bid** be put in this envelope and sealed.

(b) Envelope marked as II: The duly completed **Financial Bid** be put in this envelope and sealed.

(c) Envelope marked as III: The DD or Bankers cheque for “**Earnest Money Deposit**” and “**Cost of tender document**” or the Miscellaneous Receipt of the required value be put in this envelope and sealed.

(d) Envelope marked as IV : All the three envelopes shall be placed in envelope marked – IV and sealed (i.e. Envelopes marked as IV , will contain three envelopes marked as I ,II & III) and submitted to LIC of India, in sealed condition “ Superscribing as “**TENDER FOR SECURITY SERVICES and HOUSEKEEPING SERVICES (cleaning / sanitation / sweeping) – LIC, DIVISIONAL OFFICE SALEM and DIVISIONAL AREA**”. Last date for submission is on **28.10.2024, 3.00PM**.

Terms and conditions:

1. The terms and conditions along with the instructions will form part of the tender to be submitted by the tenderer to LIC of India, herein termed as Corporation.

2. Tender which is received on account of any reason whatsoever including postal delay etc after the expiry of time and date i.e **28.10.2024, 3.00 PM fixed** for submission of tenders shall be termed as ‘**LATE**’ tender and not to be considered. Such tender shall be returned to the concerned party without opening the same.

3. Those Technical bids which are found to be in order i.e. satisfying all the stipulated conditions for **SECURITY SERVICES and HOUSEKEEPING SERVICES (cleaning/ sanitation / sweeping)** shall be short-listed and financial bids of only such short-listed bidders will be opened.

4. Any agency submitting the tender shall be deemed to have read and understood the terms and conditions, scope of the work, etc and quoted accordingly.

5. 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 notice.

6. Any conditional offer / tender shall not be considered.

7. Any modification in the tender after opening date shall not be considered.

8. The Tenderers should read and understand all the terms and conditions of the Tender before applying as the submission of the tender shall be deemed to signify the acceptance of the terms and conditions of this tender and Annexures forming a part and parcel of it and the successful tenderer shall sign and execute a Contract subsequently which shall be inclusive of the terms and conditions etc., as set forth in the entire tender document

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

10. 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 without assigning any reason whatsoever.

11. The Bidders should ensure and confirm that they have the entire mandatory compliance certificates/ registrations/ license under various applicable laws including labour laws applicable for the state of Tamil Nadu. Minimum wages payable to the personnel to be engaged shall be strictly as per Labour Act only. The Bidder should comply with various provisions of Contract Labour (R & A) Act 1970 and Central Rules 1971 and should enclose the copies of the following:

- License from Labour Commissioner to employ contract labour under the Contract Labour Act.
- Registration certificate under Employees Provident Act, with latest proof (challans to be attached)
- Registration under Employees State Insurance Act, with latest proof (Challans to be attached)
- Latest Income tax clearance certificate and PAN Card of the Contractor to be enclosed
- GST registration Certificate.
- Copies of audited Balance Sheets for the past 3 years (FY 2023-24, 2022-23 and 2021-22).
- The bidder should not have been black listed with any office of the Corporation (LIC) or any other establishments. The Bidders should have proper infrastructure/manpower/ tools and tackles for providing **SECURITY SERVICES and HOUSEKEEPING SERVICES (cleaning/ sanitation / sweeping)**.

12. While discharging the duties, the agency shall be responsible for all injuries to persons, damage to building, building structure, streets, and footpaths and shall rectify it at its own cost.

13) Financial bids of only technically qualified bidders will be opened to decide L1. In case of more than one L1 bid emerging, the bidder with highest average turnover in the last 3 Financial Years as per Sl.No.16 of technical bid will be decided as L1 .When more than one L1 emerge even at this stage, highest turnover in the latest financial year i.e 2023-24 shall be considered to decide L1.

14) The Contractor shall follow all prevailing rules / regulations / laws and should possess valid licence 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.

15) 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.

16) 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.

17) 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.

18) The Contractor will be responsible for any accident/injury/death of any member of their staff sustained during the course of discharge of their work. **The contractor shall obtain police verification of their antecedents which may be submitted to LIC along with the profiles of your personnel deployed. A certificate to this effect shall be furnished by the Contractor to the Corporation before deployment of the staff. Further, in respect of the workers deployed at the Corporation's premises, the Contractor shall submit details such as Names, Xerox copy of applications, appointment letters issued by the Contractor, age proof, address proofs, certificate of educational qualifications, caste certificates (in case of SC/ST/OBC/Minority) & certificate of police verification in respect of all his staff deployed at Corporation's site.** The Contractor shall ensure that the character and antecedents of the workmen deployed by him are duly verified before such deployment.

19. The contract shall be for a period of **Two Years initially**. However, the same may be extended by two more years, not more than one year at a time, at the same rates , terms and conditions subject to approval of Competent Authority.
20. **The Contractor should possess, for the entire duration of the contract, all licensees and registrations as may be required under any law and shall be responsible in registering himself and obtain a valid license under contract Labour (Regulations and Abolition) Act, 1950 and rules there under. The Contractor shall comply with all applicable laws, rules and regulations relating to Provident Fund, Payment of Bonus, Minimum wages, Contract Labour Act or any other Statutory / Regulatory requirements. Any dispute regarding such dues shall and be dealt with and settled by the Vendor.**
21. **The Contractor shall not assign or sublet the benefits of this contract to any person or entity and in the event of any violation or breach thereof, LIC at its discretion but without prejudice to its other rights and remedies, terminate this contract immediately.**
22. All vendors are requested to submit the tender documents (Technical Bid and Financial Bid) duly filled in with the relevant documents / information at the following address:

**THE SENIOR DIVISIONAL MANAGER,
L.I.C. OF INDIA, DIVISIONAL OFFICE,
JOHNSONPET,
SALEM 636 007**

Place:

Date:

Signature of vendor with seal



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ENVELOPE – 1.

ANNEXURE “A”

Tender for SECURITY SERVICES and HOUSE KEEPING SERVICES (Cleaning / Sanitation / Sweeping)

**TECHNICAL BID
LIC OF INDIA, SALEM DIVISION**

1. Name of the Firm /Organisation (in Block letters)	
2. Date of Establishment / Incorporation.	
3. Registration No. For registration under Companies Act,1956 (Please enclose photo copy of the certificate)	
4. GST Registration Certificate.	
5. Shops & Establishment Registration Certificate.	
6. Correspondence address and Telephone No.	
7. Address of Head Office (if separate) and Telephone No.	
8. Status : Proprietary / Partnership / Private Limited Company / Public Company.	
9. Name(s) of the proprietor/ Partners /Directors.	
10. Name of the Chief Executive with his present address, Mobile / Telephone No	
11. Name(s) of Representative(s) with Designation who would be calling on us and attending to our jobs.	
12. Name of Bankers with addresses & Telephone Nos. & IFSC Code.	
13. PAN No. allotted by Income Tax Dept. (Please enclose attested photocopy).	
14. Labour Licence Nos. and validity under various provisions of Labour Laws. (Please enclose attested photocopy of certificate).	
15. Service Tax Registration No. (Please enclose attested photocopy of certificate).	
16. E.P.F. Registration No. (Please enclose attested photocopy of certificate).	
17.ESI No. (Please enclose attested photocopy of certificate).	

18. Turnover for last 3 years.	F.Y.2021-22. F.Y. 2022-23. F.Y. 2023-24.
19. 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).	
20. Details if registered with any other Government Authority (ies).	
21. Date of obtaining ISO 9001:2008 certificate and its validity period (Please enclose an attested copy of certificate), if any.	
22. Details of empanelment with any office of LIC of India and/or PSUs/any other Corporate Offices. (Please enclose list giving full details and name and telephone no. of person/s who may be contacted for confirmation).	
23. Details of your Past Experience and Presently undertaken in the field of Security Services and House Keeping Services (cleaning / sanitation / sweeping) . (enclose the certificates from the relevant institutions).	
24. Furnish the details of Security Services and House Keeping Services (cleaning / sanitation / sweeping) annulled/broken services before the end of contractual period, if any.	
25. Mention any other specialties of your establishment.	

NOTE: Please type out this form or fill it up legibly in ink. If space provided is insufficient, please attach separate sheet/s of paper by giving appropriate question numbers and answers thereto duly authenticating the same with signature and seal.

I / We _____ request Life Insurance Corporation of India, Salem Division to consider our agency bid. I / We agree to abide by all the "ELIGIBILITY CRITERIA AND OTHER TERMS AND CONDITIONS" prescribed in your formats and assure to render the services to the fullest satisfaction of the Corporation.

Dated at _____ this _____ day of _____, 2024.

**Signature of the Contractor
Name & Address Seal**

NOTE: The Corporation reserves the right to accept or cancel any of the agencies tender at their absolute discretion without assigning any reason. Applications received with incomplete information or alterations will not be considered.

Note: Documentary evidence wherever applicable should be enclosed.

(Copies of the credentials & Certificates issued by any other institution may be enclosed)



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ENVELOPE– II

FINANCIAL BID

ANNEXURE “B”

**Tender for Security Services and HOUSE KEEPING SERVICES (Cleaning / Sanitation / Sweeping)
LIC OF INDIA, SALEM DIVISION**

The consideration for Security services shall be as follows: (PER SHIFT CHARGES)

SI	PARTICULARS	Security Guard without Arms. Shift of 8 hrs Rs.
1	Basic.	
2	V D A.	
3	E P F.(As per rules)	
4	E S I.(As per rules)	
5	Bonus	
6	Service Charges/Admn. Charges/ (incl. of all charges).	
7	Total per shift Rupees.	

The consideration for House Keeping Services (cleaning / sanitation / sweeping) shall be as follows:

SI No.	PARTICULARS	Housekeeping services Shift of 8 Hrs. Rs.
1	Basic.	
2	V D A.	
3	E P F.(As per rules)	
4	E S I.(as per rules)	
5	Bonus	
6	Service Charges/Admn. Charges/ (incl. of all charges).	
7	Total per shift Rupees.	

*13% - Salary ceiling Rs.15, 000/- per month (for 26 days)

** 3.25% - Salary ceiling for eligibility up to Rs.21, 000/- per month.

*** Eligibility salary up to Rs.21, 000/- per month and calculated at 8.33% on Rs.7000/- per month /26 days (per month).

Please note that S.No.1 to 5 (as quoted the Basic & VDA is as per Central Minimum Wages with effect from 1/04/2024 vide order dt. 03/4/2024 of Chief Labour Commissioner(C), New Delhi.) Wages are strictly as per Government rules.

* Minimum Wages shall be based on the prevailing Central Act. However the companies are free to pay more but not less. EPF, ESI, BONUS contribution to be paid for personnel employed by the tenderer shall be responsibility of tenderer.

* The rates quoted shall be inclusive of all these including cost of uniform, training, other overheads, bonus, gratuity, profits etc., and taxes whatsoever payable and given in service charges(S NO:6)

*Month will be defined as 26 days located in Salem except for guest house at Salem for which 30 days (all days of the month) housekeeping and security services as required.

Adherence to statutory requirements is sole responsibility of the company.

Wages indicated above to be based on Govt of India, Ministry of Labour notification with effective from **01.04.2024** applicable to respective category (Skilled/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.**

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.

The Financial bid should strictly be as per the given format given in the tender. Tenderers should quote **PER SHIFT CHARGES AS REQUIRED ABOVE**. The Service charges under S.No.'13' of Financial Bid should be in integer and quoted per SHIFT.

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 will not be considered.

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.

Adherence to statutory requirements is sole responsibility of the Tenderer.

Per shift charges quoted above will be paid for each category personnel.

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 the Tenderer

Name & Address

Seal



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ANNEXURE “C”.

LIST OF LOCATIONS FOR HOUSE KEEPING SERVICES

Sl.No	District	DO/Branch/SO	Area	No. of Locations
1	SALEM	1.Divisional Office (Including CZEE, P&GS), EDMS RMF unit, Salem-STC, Staff Quarters (2) 2.Branches- Salem-North, Salem-South, Salem- East, Salem CAB, 3. Satellite Offices- Ammapet SO, CLIA SO 4. Guest houses- VIP & Ordinary (DO premises)	B	11
2.	SALEM	1.Branches -Omalur, Attur, Mettur, Sankari 2. Satellite Offices- Vazhappadi, Tharamangalam, Mecheri, Edappadi, Thammampatti,Thalaivasal,	C	10
3.	DHARMAPURI	1.Branches- Dharmapuri, Harur, Palacode 2. Satellite Offices -Pennagaram, Uthangarai, Papireddipatti,Royakottai	C	7
4.	NAMAKKAL	1.Branches- Namakkal, Tiruchengodu, Paramathi Velur, Rasipuram, Komarapalayam 2.Satellite Offices- Sendhamangalam,Namakkal CLIA, Mallasamudram, Tiruchengode CLIA, Mohanur, Namagiripet,Pallipalayam	C	12
5.	KRISHNAGIRI	1.Branches- Krishnagiri, Hosur 2.Satellite Offices- Kaveripattinam, Bargur, Denkanikottai	C	5

Total Locations - 45.



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ANNEXURE "C".

LIST OF LOCATIONS FOR SECURITY SERVICES

Sl.No	District	DO/Branch/SO	No. of Locations
1	SALEM	Divisional Office DO Staff Quarters Salem-North BO, Omalur BO Mettur BO EDMS/RMF STC	7
2.	DHARMAPURI	Dharmapuri BO, Harur BO	2
3.	NAMAKKAL	Namakkal BO, Rasipuram BO	2
4.	KRISHNAGIRI	Krishnagiri BO, Hosur BO	2

Total Locations – 13.

(13 Guards per shift (8 hours) ie, 13*3=39 Guards per day)

Documents to be enclosed along with Technical Bid in Annexure "A" :

I) 1. Demand draft for Rs.50,000/- towards EMD (Envelop – III)

2. DD for Rs.295/- towards tender application fee. (Envelop – III)

II) Self attested photo copies of the following documents:

1. Certificate of Registration with Labour Department, Government of Tamilnadu

2. Certificate of Registration with office of the Regional Provident Fund Commissioner.

3. Certificate of Registration with employees State Insurance Corporation.

4. Certificate of registration for Service Tax.

5. Audited financial statements (Profit and Loss and Balance Sheet) for the last three financial years.

6. Income tax assessment order /returns for the last three financial years.

7. Certificate of Income Tax PAN Number.



“Jeevan Prakash”, Divisional Office, Johnsonpet, Salem - 636 007.

Ph: 0427 2554401,2554402, Email: os.salem@licindia.com

Eligibility Criteria & Requirements

1. The applicant must be a Registered / Licensed Organization / Partnership firm / Sole proprietorship.
2. The applicant must have a proven track record of minimum 3 years with reputed clients in rendering Security services, and or House Keeping Services (cleaning / sanitation / sweeping)
3. The applicant must have sound financial capacity / credit worthiness acceptable to LIC of India.
4. The applicant must have annual turnover of Rs.40 lakhs and above during the last three financial years.
5. a. The applicant must produce relevant documentary evidence along with the tender application form.
- b. Non disclosure of relevant information or furnishing of incorrect information / documents will suffer disqualification.
6. The applicant must not have been at any time been declared as insolvent or convicted for any offence.
7. The applicant shall comply with all the requirements of labour laws, obtain all licences /approvals / permissions to carry on the business of Security services and House Keeping Services (cleaning / sanitation / sweeping)
8. The applicant must not have been prosecuted or suffered any penalty for violation of any labor laws by any Authority.
9. The applicant should not have rescinded/abandoned any Security/ House Keeping Services (cleaning / sanitation / sweeping) contract awarded by any of his clients before the expiry of prescribed period of contract.
10. The applicant should neither be a sub-contractor to any other entity/ person nor has at any time sub-let the contract awarded to the applicant to any other person.
11. The applicant should not have suffered any disqualification to render the security services or House Keeping Services (cleaning / sanitation / sweeping) at any time in respect of matters not enumerated herein.
12. The applicant should not be a party to any cartel at any time for processing any contract including the present Tender.
13. The tenderers are 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.
14. LIC of India is not responsible in any manner for the postal delay / loss / non receipt of the tender.
15. The validity of the tender shall be for 6 (Six) months.
16. The rates to be quoted shall be inclusive of all i.e., providing Security services inclusive of all taxes, charges, levies etc., if any. Income Tax will be deducted as per the prevailing rates.
17. The tender should be submitted so as to reach Office on or before the date and time specified in the covering letter.
18. Corrections, if any, in the quotation should be duly authenticated with full signature. In case of any difference between the figures and the wordings, the wordings will be taken as the correct one.



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19. The quotation should be either typewritten or neatly and legibly hand written in dot-pen.
20. Technical Bid & Financial Bid should be placed in separate individual sealed covers and these two individual covers should be placed in a sealed cover. Quoting of price openly or submission of financial bid along with technical bid without putting in a separate sealed cover will result in disqualification of the tender.
21. Any tender not complying with eligibility criteria and requirements either wholly or partially shall be liable for rejection.
22. The successful tenderer will be required to deposit an amount of Rs.10,00,000/- Rupees Ten Lakhs (Rs.3,00,000 by way of a crossed A/c payee demand draft favouring LIC of India, drawn upon any nationalized bank payable at Salem + Rs.7,00,000 by Bank guarantee) towards security deposit. This deposit will be refunded only on successful completion of the agreement period. No interest will be payable on this security deposit. The EMD of the successful tenderer will be adjusted to such Security Deposit, allowing the tenderer to deposit the balance amount.
23. If the successful tenderer fails, in course of the agreement period, to comply with the terms and conditions of the Agreement, the security deposit may be forfeited in full or in part as decided by the Competent Authority.
24. The Competent Authority reserves the right to change the relevant dates; to accept or reject all or any of the applications; to accept any higher bid; or cancel all tenders without assigning any reasons whatsoever.
25. Any dispute arising out of or relating to this tender shall be deemed to have arisen in Salem and shall be subject to adjudication of a competent court in Salem.
26. The applicant must furnish an appropriate declaration in respect of the terms and conditions mentioned herein along with the application form.
27. The contractor must be ready to produce books of accounts, registers, other documents and data in his custody or power, before the investigating officer and to furnish him with any information and statement related to affairs of the insurer or insurance intermediary.

Signature of the Contractor

Name & Address

Seal

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Part C

Terms & Conditions

1. The Contractor/Service Provider shall provide services related to Security Services and Housekeeping Services (cleaning / sanitation / sweeping), as listed out in Annexure titled "Scope of Service".
2. The Contractor/Service Provider should be possessing/holding a valid license issued as per Private Security Agencies (Regulation) Act, 2005 and rules framed there under.
3. The security personnel should have good health & physique with good eye sight and hearing. The security guards should be major age not more than 55 years, with minimum qualification of 9th std., They should have been trained in operating fire fighting equipments and all related security equipments. They should be able to speak in regional language(Tamil). There will be a preliminary screening of the guards by our officials before deploying their services in our buildings.
4. The rates quoted should be category-wise for the posts of security guard, Sweeper, scavenger, housekeeping Services (cleaning / sanitation / sweeping). (All posts without arms)
5. The rates shall be inclusive of Central minimum wages, including your contribution towards PF,ESI,BONUS, weekly off, holidays, leave, reserve staff and all other charges/statutory liabilities applicable as on date of Tender i.e. 09.10.2024 . The financial bid should clearly classify the costs without any ambiguity.
6. The selected agency shall immediately provide a substitute in the event of any guard or housekeeping personnel leaving the job due to his personal reasons or not attending the duty.
7. The Contractor/Service provider will arrange proper uniform, shoes, torch lights, batteries and rain coat for the Security Guards. The cost of maintenance/replacement shall be borne by the service provider.
8. The rates quoted in the Financial Bid shall be binding on the Contractor/Service provider throughout the contract period.
9. PENALTIES :If the standard of services, as mentioned above or elsewhere in the tender documents is not maintained to the satisfaction of LIC OF INDIA, appropriate penalty will be imposed and amount thereof will be deducted from the monthly bill and/or Security deposit.
10. The Service Provider/Contractor shall be responsible for any loss caused to LIC of India due to negligence of the Security Guards, housekeeping personnel deployed by them in performing their duties.
11. The earnest money will be forfeited if (i) the Tenderer withdraw his Tender during the period of Tender validity (ii) the successful Tenderer fails to deposit additional amount of Rs. 10,00,000/- (Rupees Ten Lakhs only) towards security deposit within Fifteen days of award of work. The return/refund of EMD to the unsuccessful/non-responsive Tenderer (s) will be made within 30 days after the successful award of work to the selected bidder whose bid is found to be responsive and lowest. No interest shall be payable on it under any circumstances.
12. In the event of the Service Provider/Contractor not fulfilling the conditions of the contract, LIC of India reserves its right to forfeit the security deposit of Rs.10,00,000/- (Rupees Ten Lakhs only) placed with LIC of India herein above mentioned. The decision of the LIC of India, shall be final and binding on the contractor, in respectof such confiscation of the security deposit.

13. The regularity of the performance of the service will be the essence and shall form a central factor, while evaluating the performance from time to time. The Service Provider/Contractor shall take all possible steps to ensure and to maintain its performance as determined by LIC of India from time to time. If LIC of India notices that the personnel of the Service Provider/Contractor has/have been negligent, careless in rendering the said services, the same shall be communicated immediately to the Service Provider/Contractor who will take corrective steps immediately to avoid recurrence of such incidents and report to LIC of India.
14. If any worker of the Service Provider/Contractor indulges in theft, negligence or any illegal/irregular activities, the Service Provider/Contractor shall take appropriate action against its erring worker and intimate accordingly to LIC of India or LIC of India itself can take action in accordance with law.
15. The Service Provider/Contractor being the employer in relation to workers employed by it to provide the services under the terms and conditions shall alone be responsible and liable to pay wages/salaries to such persons. The wages/salaries shall be as fixed as prescribed under the Minimum Wages Act 1948 for the category of workers employed by it from time to time by the Chief Labour Commissioner (Central), Government of India, Ministry of Labour & Employment. He will ensure compliance of all the relevant labour laws
16. The Service Provider/Contractor shall issue identity cards on its own name and trading style to its employees deployed for rendering the said services, which at LIC of India's option would be subject to verification at any time. LIC of India may refuse entry into its premises to any worker of the Service Provider/Contractor for not bearing such identity card or not being perfectly uniformed as prescribed by LIC of India.
17. The Service Provider/Contractor will pay the wages as per the Minimum Wages Act and disburse the wages in the presence of authorized officer of LIC of India on or before the 7th of every month. The Service Provider/Contractor will be required to submit the deposit challans showing the individual figure of PF and ESI money of workers deposited with appropriate authorities for the previous month along with the monthly bill.
18. The Service Provider/Contractor shall for all purposes and interpretations be the employer of Security Guards and housekeeping personnel at LIC of India, and shall be responsible for all consequences out of such employment. In case LIC of India incurs any liability or damages, the Service Provider/Contractor shall at all times indemnify and keep indemnified LIC of India against any such claims or damages on account of injury/disability/death of any of its workers caused while providing the services to LIC of India which may be made under the Employees Compensation Act 1923 or any other Acts or any other 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 the workers of the Service Provider or in respect of any claim, damage or compensation under Labour laws or other laws or rules made there under by any person whether in the employment of the Service Provider/contractor or not who provided or provides the service at premises of LIC of India.
19. The Service Provider/ Contractor shall at all times indemnify and keep indemnified the LIC of India against any claim by any third party for any injury, damage to the property or person of the third party or for any other claims whatsoever for any acts of commission or omission of its employees or personnel during the hours of providing the services at LIC's premises or before and after that.
20. In case the Service Provider/contractor discontinues the contract before the expiry of the period of contract, his Security Deposit shall be forfeited.
21. LIC of India reserves the right to cancel or terminate this agreement by giving thirty days notice in writing without giving or assigning any reason(s) for doing so, and in the event of the Contractor wishing to terminate this agreement, the Contractor shall have to give at least three months notice to LIC of India in writing and in either event, the Contractor shall hand over the peaceful and vacant possession of the space (accommodation) as provided in the tender.
22. In the event of the earlier termination by either parties to the contract or expiry of the contract, the Service Provider/Contractor shall be obliged to continue providing the services on the same terms and conditions as provided in the contract, 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 contractor to discontinue earlier.
23. LIC of India or its representative(s) shall be at liberty to check at any time, the deployment of workers by the Service Provider/Contractor.

24. In case of any pilferage, theft of or breakage etc to the property/assets of LIC of India the Service Provider/ Contractor will be responsible for such losses. LIC of India will be at liberty to deduct the amount of such loss from the monthly bills/security deposit of the Service Provider/ Contractor after holding an enquiry. The decision of LIC of India to this effect shall be final and binding upon the parties. In case of unsatisfactory performance and violation of any condition of the tender/contract, the contract shall be liable to be cancelled and security deposit will be forfeited.

25. The Service Provider/Contractor shall not sub let the contract to any other Concern/Individual. The Service Provider/Contractor shall itself perform the services, all obligations and duties as per tender/contract except with the prior written permission from LIC of India. Neither the benefit nor the burden of the tender/contract shall be assignable/sublet to any other agency.

26. Any dispute arising out of this contract including any clarification as to the intent or interpretation of any of the provisions of these terms and conditions, the same shall be first referred to/sought from the Sr. Divisional Manager, LIC of India, Divisional office, Salem whose decision in the matters shall be final and binding on the Service Provider/Contractor. Any other matter relevant to but not covered in the contract shall also be decided by making reference to the Manager(E&OS), LIC of India, Divisional office, Salem whose decision will be final and binding on the Service Provider/Contractor.

27. The Service Provider/Contractor shall comply with the instructions provided by LIC of India, Divisional Office, Salem from time to time relating to the performance of the services, duties and obligations under this agreement. The services rendered by the Service Provider/Contractor shall be subject to regular review by LIC of India and its decision as to the quality thereof shall be final and absolute.

28. The Service Provider/Contractor shall abide by the rules, guidelines, policies and procedures applicable to LIC at all times during the performance of the services and the regulations issued by the various Government Authorities under whose jurisdiction this agreement will fall, from time to time.

29. The Service Provider/Contractor 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 tender/contract. All payments to the Service Provider/Contractor shall be made by NEFT/RTGS subject to deductions, withholding of all applicable, taxes and charges from time to time in force.

30. The Service Provider/Contractor represents and undertakes that:

(i) It has full power and authority to enter into the agreement with LIC of India and perform the services and it has the necessary expertise to duly perform the services under this agreement.

(ii) It shall render the services and perform its obligations and duties as per tender accurately and efficiently and in accordance with the instructions, specifications, procedures, standards, guidelines, time frame, as mentioned in this agreement, or as are issued from time to time by LIC of India for the performance of the services to the satisfaction of LIC of India.

(iii) It shall be responsible for its corporate and personal taxes if any, and shall indemnify and hold LIC of India harmless for any liability in this connection.

(iv) It shall be responsible for ensuring that all workers engaged by the Service Provider/ Contractor to provide services to LIC of India shall hold at all times the necessary expertise and shall abide by LIC of India's instructions, specifications, procedures, standards, guidelines, and time frames at all times during the performance of the services.

31. LIC of India shall have the right to deduct from the money due to the Service Provider/Contractor, any sum required or estimated to be required, for making good the loss suffered by any worker, by reason of non-fulfilment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deduction made from their wages which are not justified by their terms of the contract or non observance of the Regulations.

32. Nothing in this tender shall be deemed to create any partnership, joint venture, agency between LIC of India and the Service Provider/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 Service Provider/Contractor is an independent contractor and not an employee, agent, associate or authorized representative of LIC of India and the Service Provider/Contractor undertakes that it shall not undertake any obligation or liability in the name of or on behalf of LIC of India, whatsoever.

33. Nothing in this tender shall by implication or expression be taken to mean or imply that any of the persons deployed/engaged by the Service Provider/Contractor for rendering the services, are employees of LIC of India or engaged by LIC of India. The Service Provider/Contractor shall be deploying workers who shall be in sole employment of the Service Provider/contractor and Service Provider/contractor shall be solely and fully responsible for the acts, salaries, wages, remunerations or any other statutory liabilities or other payments of the workers. Under no circumstances shall LIC of India be liable for any payment or claim or compensation [including but not limited to compensation on account of injury, death, termination]. In case any liability falls on LIC of India for any reason, the Service Provider/Contractor shall keep LIC of India indemnified against the same. In order to give effect to this, the Service Provider/Contractor shall incorporate suitable clause in the appointment letters to be issued to its workers mentioning that the workers are employees of the Service Provider/Contractor, a copy of which should be given to LIC OF INDIA for perusal and record.

34. The Service Provider/Contractor & the workers deployed by him at the LIC of India Premises shall maintain confidentiality of any information in their possession during their working at LIC of India & thereafter.

35. The Service Provider/Contractor shall wholly and solely be liable for all disputes and liabilities in respect of the workers deployed by him/them to LIC of India under this tender.

36. If at any stage, it is revealed that documents/certificates/testimonials submitted by the Service Provider/Contractor are forged or have been manipulated, the work order issued to the Service Provider/Contractor 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/Contractor shall be liable for action as appropriate under the relevant laws.

37. Without prejudice to any of the rights or remedies under this contract, if the Service Provider/Contractor dies, LIC of India shall have the option of terminating the contract without compensation to the legal or other heirs of the Service Provider/Contractor.

38. LIC of India, Divisional office, Salem shall accept no liability explicit or implicit for, nor any financial or other consequences arising from sickness, injury, damages or death of the personnel of the Service Provider/Contractor, of the staff members or of any sub-Contractor or agent or of any person performing on their behalf any work under the present contract, including the time spent in travel, nor for any damages which may arise by reason of the neglect or default of any of them.

39. The Service Provider/Contractor shall maintain proper records about the attendance of their staff in the prescribed format as given in the Contract Labour (Regulation and Abolition) Act, 1970 along with Contract Labour (Regulation and Abolition) Rules, 1971 and would ensure that full staff strength is maintained. If due to any exigency, any worker is absent the Service Provider/Contractor should take immediate steps to provide its substitute subject to the compliance of relevant Rules & regulations/laws/ Statute.

40. The Service Provider/Contractor must ensure that the wages to the Workers are paid within the stipulated time period as provided under relevant Rules & Regulations/Law/Statute in force. The Service Provider/Contractor will not link the payment of wages to the workers with settlement of his bills by the LIC of India. The Service Provider/Contractor has to first pay the wages to the Workers and then put up his bill for payment. Payment of bills will be made on monthly basis through RTGS/ 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 tender/contract. The monthly bill payment will be made subject to following billing process the Service Provider/Contractor submits the attested photocopies of the following documents:

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

(ii) Penalty register in respect of Security Guards / housekeeping personnel

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

- (iv) Deposit Challan showing the individual figure of deposit of contribution of provident fund and ESI of employees' and employers' share, with the appropriate authority.
- (v) Receipt and Statement of Bonus paid to the employees (To be Submitted in the following Month after making payment)
- (vi) Deposit of contribution of provident fund and contribution of ESI of employees and employer should be with a challan separately for LIC of India. It should not contain the contribution of PF and ESI of employees of other organizations being serviced by the Contractor.
- (viii) If payment to worker is made by cheque, then a copy of Bank account statement of previous month showing debit of wages/benefits in favour of workmen should be submitted every month with the bill by the Service provider / Contractor.

41. The Service Provider/Contractor will deduct ESI contribution and Provident fund contribution of the employees from the minimum wages of the workers at the rate as applicable from time to time and deposit the same with the appropriate authorities along with Employer's contribution of ESI and PF as per the rate applicable from time to time.

42. The Service Provider/Contractor will be liable to get the Provident fund refunded from the Provident Fund Commissioner of the worker, if he is terminated or dies or leaves the job.

43. The Contractor/Service Provider shall ensure that the Security Guards / housekeeping personnel are deployed at the buildings, premises of LIC OF INDIA and they observe the timings as prescribed therein or as amended by LIC of India at any time as per requirement. In case the Service provider/Contractor fails to render the services as laid down in the Tender Document, LIC of India may impose penalty as deemed fit.

44. The Service Provider/Contractor himself or their authorized representative must visit the premises/building at least once in a week and/or whenever required and contact the person authorized by the LIC of India, Divisional Office to look into Security matters. Any deficiencies in the services should be rectified immediately when pointed out by such authorized person.

45. The Office will have an approximate requirement of around 40 personnel (security) and 150 personnel (housekeeping) both inclusive per shift and the number may be increased/reduced from time to time as per our requirement. Hence the tenderer should be able to provide at least 220 personnel (security and housekeeping personnel) both inclusive at any point of time. The tenderer should also be able to provide additional security guards at a short notice as and when required on same terms and conditions.

46. The persons deployed by the Security Agency/Service provider shall neither claim nor shall be entitled to pay, allowances, perks and other facilities admissible to casual, adhoc, regular/confirmed employees of the Corporation during the currency or after the expiry of the contract or otherwise the persons deployed by the security agency shall not be entitled in the regular/otherwise service of the Corporation.

47. The agency has also to ensure that LIC of India is kept harmless and indemnified of any litigation arising out of non-fulfilling of the above norms If any such non-compliance or violation comes to the notice of LIC of India, it should be the sole responsibility of Security Agency /Service provider to rectify it and Indemnify.

48. The Security agency/Service provider is responsible for due compliance of laws relating to rendering security services , payment of statutory wages to the security guards / housekeeping personnel employed by it including statutory obligations like PF/ESI/BONUS etc. The agency is also liable for payment of statutory taxes and duties. The agency has to indemnify against any claim including statutory wages and payments to statutory authorities.

49. All payments to the agency shall be made by Electronic Fund Transfer only after Tax Deducted at Source (T.D.S.) as per the provisions of Income Tax Department as amended from time to time and a certificate to this effect shall be provided to the agency.

50. The Corporation reserves the right to accept /reject any/all quotations without assigning any reasons thereof.

The period of contract is Two years from the date of approval of the tender with a provision to renew the contract on the same terms and conditions with mutual consent for third and fourth years. Corporation reserves the right to pre-mature termination of the Contract/agreement without assigning any reason thereof by giving three months notice before the expiry of the contract period.

51. In terms of provision of Section 33(3) of the Insurance Act, 1938, as amended by the Insurance Laws (Amendments) Ordinance, 2014, 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 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 the IRDAI.

52. The service provider should affix authorized person's signature with seal on all pages of the tender as a token of acceptance of the tender procedure and terms & conditions.



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SCOPE OF SERVICE

I) SECURITY GUARDS

1. To be present on time as per allotted schedule. The outgoing guard / care taker will relinquish his duties only after arrival of next shift guard / caretaker
2. To be always in uniform with proper Identity Card to be provided by the Service Provider along with individual identity card, should carry a whistle, torch and a lathi and the movement of the security guards must be arranged in such a way that no part of the building remain unnoticed/unattended.
3. To be courteous to the Officers/Employees/Visitors. They should be polite but firm, disciplined, physically fit and alert all the time while on duty.
4. “Safeguarding Corporation’s property against theft, damage, misuse and keeping a watch over the cars, scooters, cycles etc. parked inside the premises / compound; Preventing unauthorized persons, vehicles, animals etc., from entering the premises; preventing even employees from entering office premises during the night without specific permission of the Head of the Office / without identity card / permission letter;
5. Taking charge of personal property found in the Corporation’s premises and handing over the same to the Authorised officer.
6. While on duty, observing carefully the pipelines, electrical fittings, drainage and safety of installations and taking action against damage, breakdown, leakage or wastage and bringing them to the notice of the superiors for further remedial action;
7. Preventing unauthorized additions or alterations in the premises being carried out by outsiders or tenants or employees and reporting the matter to the Head of the Office;
8. Performing duties in connection with pumping of water such as operating pumps etc.,
9. No person will be allowed inside the premises without proper identity and checking; Watching entire premises and patrolling the same frequently during the period of duties;
10. No person will be allowed to carry any prohibitive items inside the premises;
11. Carrying out the special orders and instructions given by the superiors, with confidentiality whenever specifically told to do so;
12. Closing and opening of the Office daily as per the instructions of superiors;
13. Checking that all doors, windows, ventilators etc. in the office buildings are properly closed after office hours, locking of the main door at night, checking that the electrical lights and air conditioners and other electrical gadgets are properly switched off, wherever necessary;
14. Informing the AO (Premises)/ Security Officer/Head of Branch / Department / Building Supervisor; in case of theft or damage to the property or any untoward incident or unusual occurrence;
15. Accepting letters, telegrams, news papers received during the tenure of the duty and signing for them and handing it over to the In-charge or Inward Mail Receiving Section;
16. Taking care of the keys under his custody and handing them over to the relieving guard or to any other authorized persons/s;
17. Ensuring that no person is inside the premises while locking;
18. Taking the following precautions against fire during night time:
 - a) To switch off all electrical heaters, air conditioners, coolers, etc.;
 - b) To switch off gas cylinders, kerosene stoves or other such appliances used in the canteen;

- c) To check that no inflammable items such as petrol, kerosene etc., are lying in the premises;
- d) To see that no cigarette or beedi ends are left smouldering;
- e) To see that all waste papers are removed from the office and stored properly in the room meant for it;
- 19. Taking the following action in case of a fire:
 - a) To raise alarm and muster assistance from neighboring buildings / passers by;
 - b) To contact immediately AO (Premises), Security Officer, fire brigade and the police;
 - c) To try to put out the fire by using the fire extinguishing appliances available;
 - d) To inform immediately to AO (Premises), Security Officer, the Head of the Office or the Head of the Estates Dept.
 - e) Should act immediately in case of fire alarm alert. To identify the zone in the fire panel. Check the fire sensor for any smoke or fire in the area and act promptly to put off the fire. In case of fake alarm immediately inform electrical person on duty to attend the alarm fault.
- 20. Preventing any person whether employee or others – from writing on the walls of the building or compound, pillars, doors or windows of the building, pasting or hanging notices, hand bills, posters, etc., or otherwise disfiguring the office or compound walls;
- 21. Observing strictly instructions / orders as would be given from time to time by the authorized persons;
- 22. All entry and exit gates will have to be closed as per the time schedule given by the Competent Authority;
- 23. All vehicles will have to be allowed from gate only after thorough checking;
- 24. All the security guards must be in uniform wearing photo identity cards;
- 25. A prescribed register will have to be maintained by the Security Guards at the Security Room. Each person allowed will have to enter his / her name, address, date and time of entry / exit etc. in the register. No person will be allowed without proper identity, proper checking and entry in register;
- 26. The Security Guards must ensure timely switching on / off all the lights, fans, etc. in the premises, turning off water taps wherever water is flowing etc. every day;
- 27. Gate Pass (duly signed by the Competent Authority) must be insisted upon before allowing any office items to go outside the premises. The Guards should be properly trained to rescue passengers from lifts in case of life failure, operation of fire fighting equipments, operation of monitoring of baggage scanners and CC TV system.
- 28. Timing 9.30 am to 5.30 pm on all working days, in LIC offices in Salem Division. Timing 6 am to 2 pm and 2 pm to 10 pm on all days (8 hours per shift in the guest house).

The following works to be specifically discharged in the timing 9.30 am to 5.30 pm.:

- 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.

II) DETAILS OF THE SCOPE OF WORK

a) House Keeping Service (cleaning / sanitation / sweeping)

The Contractor will be required to engage suitably trained and courteous office upkeep and housekeeping staff to discharge the following functions:

Timing - 7am to 3 pm (8 hrs) Office Premises – Divisional Office, Branches, Satellite Offices, guest houses and other servicing centers Located in and around Salem, Dharmapuri, Krishnagiri and Namakkal districts.

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, mirrors and sweeping and mopping of passage to be done daily.
3. Sweeping and wet mopping of rooms with deodorant disinfectants.
4. Clearing and cleaning of waste paper baskets.
5. Disposal of waste/garbage on daily basis from our premises to the dumping area earmarked by municipal authority of the area. Disposal of waste material / garbage will be the sole responsibility of the agency.
6. Cleaning of wash basin, urinals and mirrors etc. in all the toilets.
7. Scrubbing and Cleaning of all toilets flooring.
8. Mopping of the entire toilet floors with deodorant disinfectant and cleaning of wash basins.
9. 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.
10. 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.
11. Video Conference room and Conference room on need basis to be cleaned.
12. Disposal of wastes daily and cleaning of waste bins.

b) Work to be done at Guest Houses

- Providing House Keeping services on all days including Sundays & Holidays.
- Sweeping and mopping of passage.
- Sweeping and wet mopping of rooms with deodorant disinfectants.
- Clearing and cleaning of waste paper baskets.
- Disposal of waste/garbage on daily basis from our premises to the dumping area earmarked by municipal authority of the area. Disposal of waste material / garbage will be the sole responsibility of the agency.
- Dusting of partitions, doors, walls.
- Cleaning of window panes, window grills and glasses from inside as well as outside (Wherever accessible).
- Cleaning of main entrance glass doors/wooden doors.
- Cleaning of wash basin, urinals and mirrors etc. in all the toilets.
- Scrubbing and Cleaning of all toilets flooring.
- Mopping of the entire toilet floors with deodorant disinfectant and cleaning of wash basins.
- Cleaning of rooms, lobby, common area, passages, stairs & pantry etc. Cleaning of Buckets/Mugs by liquid soap/cleaner on daily basis.
- Cleaning Guest House Equipments/furniture etc.
- Monthly cleaning of wall mounted fans/ceiling fans
- Clearance of blockage in toilets/drainage as and when required.
- Monthly cleaning of main holes (Gutters) in the periphery of GH buildings.

Note: Vendors are advised to visit the above mentioned premises / locations between 11 AM to 4 PM from Monday to Friday before quoting their rates.

FOR HOUSEKEEPING SERVICE IN OFFICES (On all working days):-

(a) DAILY SCHEDULE:

Daily Schedule for Cleaning/Sweeping shall be as under:

1. Sweeping and mopping of all cabins & area- twice in a day with Phenyl/disinfectant.
2. Dusting of all furniture, walls, ceiling, curtains and venetian blinds early in the morning before 9.00 a.m.
3. Cleaning, Washing & replacing the dustbins after removing the waste material from the dustbins. Dusting and cleaning of doors, windows, glass panes, partition walls, AC machines, water cooler, fridge etc.
4. Cleaning toilets, removing stains on floors & walls, keeping air fresheners, filling liquid soap of approved quality in the morning & keeping urinal cubes etc.
5. Cleaning and drying all the toilets twice a day.
6. Removing muck, cleaning and washing of platform drains, sink twice a day.
7. Cleaning of Buckets/Mugs by liquid soap /cleaner on daily basis.
8. Throwing of waste/garbage on daily basis in garbage bin. Disposal of waste material will be the sole responsibility of the agency.
9. Removing stains from floor, walls, staircases, cabin doors, partition of cabin inside or outside on regular basis.

(b) WEEKLY SCHEDULE:

1. Washing of floors, stairs with soap/stain cleaner, removing of webs/insects from walls, ceilings, under tables/chairs/Almirahs etc.
2. Dusting of all walls, ceilings, curtains, Venetian blinds early in the morning.
3. Cleaning of taps, wash basins, flushing system, sinks etc. with help of soap/stain cleaner.
4. Cleaning (dry)/washing basement and Open area adjoining the Building of D.O/B.Os/S.Os/Guest Houses under Salem Division.

Any other item which may be required for the above purposes listed at Serial Nos. 1 to 4.

c) MONTHLY SCHEDULE FOR DEEP CLEANING

1. Removal of cobwebs from office premises
2. Cleaning of window panes from inside as well as outside.
3. Cleaning of dust tube lights /security grill.
4. Cleaning of partitions.
5. Cleaning of roof top and staircases.
6. Cleaning of parapet walls.
7. Monthly vacuum cleaning of Venetian blinds.
8. Monthly cleaning of wall mounted fans/ceiling fans.
9. Monthly cleaning of main holes (gutters) in the periphery of office/Guest House buildings.

Supervision / coordination of various housekeeping jobs will be the responsibility of the Agency in consultation with the head of the concerned office.



“Jeevan Prakash”, Divisional Office, Johnsonpet, Salem - 636 007.

Ph: 0427 2554401,2554402, Email: os.salem@licindia.com

ELIGIBILITY CONDITIONS:

The eligibility condition to participate in the tender:-

1. The applicant must have minimum three years experience providing security services and or housekeeping services to reputed organizations.
2. Applicant must have an average turnover of Rs.40 lakhs during the last three financial years.
3. The tenderer should have its Head/ Zonal / Regional/Branch Office in Salem with suitable training facilities for security personnel / House Keeping Services (cleaning / sanitation / sweeping)
4. The tenderer should be possessing / holding a valid license issued under the Private Security Agencies (regulations) Act 2005 House Keeping Services (cleaning / sanitation / sweeping) and rules framed there under.
5. The tenderer should possess valid Provident Fund Registration Number, ESI Registration Number and Service Tax Registration Number.
6. The tenders from Individuals / Firms / Organizations (including its partners / Shareholders / Directors) who have been blacklisted / Prosecuted by any department / Statutory bodies in any state or by any Court of law shall not be entertained.

In addition to the above eligibility criteria, the applicant should follow all instructions and satisfy all other terms and conditions of appointment which is stipulated in this tender.

Mandatory Conditions:-

- (i) The successful bidder shall execute and submit along with contract before taking over an Affidavit on Notarized Stamp paper of Rs.500/- 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.
 - (a) a] Child Labour Abolition & Rehabilitation Act, 2006
 - (b) Workmen Compensation Act 1923
 - (c) Labour & employment Act 1972
 - (d) Industrial Employment (Standing Orders) Act 1946
 - (e) Contract Labour (Regulation & Abolition) Act 1970
 - (f) The Minimum Wages Act 1948
 - (g) Employees' Provident Fund Act 1952
 - (h) The Employees' State Insurance Act 1948
 - (i) The Payment of Bonus Act,1965
 - (j) Any other Act or Legislation which may govern the nature of Contract.

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.

The Successful bidder shall execute and submit Integrity Pact on stamp paper of Rs 500/- along with contract before taking over. Integrity Pact Format will be provided by the Corporation to the successful bidder for execution at the appropriate time.

35. PAYMENT TERMS:

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 / semi-skilled etc. The Contractor will be paid on monthly basis by NEFT / RTGS only for the services rendered during the particular month for which he shall submit the bill for the agreed amount **latest by 7th** of the following month along with proof of remittance of EPF, ESIC of the previous calendar month **along with list of employees for whom the amount stands remitted. The list shall mention all the particulars like name of workmen, amount credited (With bifurcation like BASIC+VDA+EPF+ESIC+STATUTORY BONUS), Bank name and bank account number.**

Wages shall be paid by the Contractor first and then claimed from LIC. Wages should be paid not later than first week of the following month.

The Contractor shall disburse the minimum wages (in vogue as on date of payment of wages) to its workmen by electronic mode only.

TDS at the prevailing rates 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.

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.

36. 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.

37. PROVISIONS OF SECTION 33(3) and 33(4) OF THE INSURANCE ACT, 1938AS 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.

38. 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 the entire Tender Terms and Conditions, Various Annexures, Eligibility Criteria & Requirements, Scope of Service, Mandatory Conditions, Payment Terms etc. as set forth in this tender.

Signature of the Contractor

Name & Address



“Jeevan Prakash”, Divisional Office, Johnsonpet, Salem - 636 007.

Ph: 0427 2554401,2554402, Email: os.salem@licindia.com

Tender for SECURITY SERVICES and HOUSE KEEPING SERVICES (Cleaning / Sanitation / Sweeping) in Salem Divisional Office, Branch office, Satellite office and Guest house under its jurisdiction

Tender documents for providing Security Services and House Keeping Services (cleaning / sanitation / sweeping) – Total number of pages 40

The details of various Annexure are as under

Sl.No.	Description	Page from To	No of Pages	Remarks
1	Notice	2	1	
2	Tender Notice and Schedule	3	1	
3	Instructions to Bidders	4 to 10	7	
4	Technical Bid – Annexure - A	11 to 12	2	
5	Financial Bid – Annexure –B	13 to 14	2	
6	List of Locations	15 to 16	2	
7	Eligibility criteria and Requirements	17 to 18	2	
8	Terms and Conditions	19 to 24	6	
9	Scope of Work	25 to 28	4	
10	Eligibility Conditions	29 to 31	3	
11	Check List	32	1	
12.	PRE CONTRACT INTEGRITY PACT	33 to 40	8	
13.				

Each Page of the Tender Document must be Signed & Stamped by the Tenderer before submission

PRE CONTRACT INTEGRITY PACT

General:

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on..... day of the month of2024. , 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, organization 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):

*

*

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:

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

9. Other Legal Actions:

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extent law in force relating to any civil or criminal proceedings.

If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

Changes and supplements as well as termination notices need to be made in writing.

10. Validity:

10.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 12 months after the last payment under the contract. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

10.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

11. The parties hereby sign this Integrity Pact at.....on.....

BUYER

BIDDER

Name of the

Officer:

CEO:

Designation

Deptt./

Witness

1.....

1.....

2.....

2.....

(Note: Bidder/Seller/Service Provider
Stores/equipment/item/service
Bidding process/ bid evaluation/process of availing services

Appropriate word may be used where ever applicable without altering the purpose /desired intention of the clause.)