



TENDER DOCUMENT

LIFE INSURANCE CORPORATION OF INDIA,
MADURAI DIVISIONAL OFFICE, SELLUR MADURAI

INVITES TENDER

FOR PROVIDING SECURITY SERVICES TO VARIOUS
LOCATIONS
IN
MADURAI DIVISION

DATE & TIME OF ISSUE : 05/12/2024 TO 26/12/2024
(on any working day, from 10.30 am to 03.30 pm)

LAST DATE FOR SUBMISSION : 27/12/2024 upto 3.30 pm

Pre-Bid Meeting : 16/12/2024 at 3.00Pm

Notice Inviting Tender for Providing Security Service

Sealed tenders are invited under two bid system by Life Insurance Corporation of India (LIC), Divisional Office –Madurai for providing Security Services to its various office premises.

1. Last Date for receipt of tender **-27/12/2024 up to 3.30 p.m.** Tenderer should ensure that their tender is submitted before the date and time specified above. LIC of India is not responsible in any manner for the postal delay /loss or non receipt of the tender within above mentioned last date & time for what so ever reason may be.
2. The sealed Tender (Technical Bid) will be opened on **30/12/2024 at 03.00pm.** The concerned Agency / Service Provider may send their representative at the time of opening the Tender.
3. **Ensure to attach Demand draft of Rs.590/-** (Rs.500+GST) in favour of “LIC of India” payable at Madurai (non refundable) as tender fee along with technical bid envelope.
4. Tender document can be obtained from OS Dept, LIC of India, Divisional Office, Palam station Road, Sellur, Madurai-625002 on any working day from 05/12/2024 to 26/12/2024 between 10.30 am to 3.30pm by paying tender fee of Rs.590/- or else it can be downloaded from our website www.licindia.in/tenders
5. **An amount of Rs.5,00,000/- (Rupees Five lakhs only)** towards **Earnest Money Deposit (EMD)** by demand draft/pay order In favour of “LIC of India” payable at Madurai should be enclosed along with technical bid for Security Services. No interest will be payable on EMD. Tender without earnest money will not be considered. It will be refunded without interest in case tender is not accepted within 30 days from the date of final decision of awarding the contract, through NEFT/Cheque. However EMD will be forfeited in case the tender is accepted & agency is unable to provide services for the reasons what so ever it may be.
6. Tenders should be filled with neat, legible and correct entries. Indistinct figures should be avoided. The amount/ rates should be filled clearly in figures. Correction/ Omission/ Overwriting/ Cutting should be dated and initialled.

7. The tender should be signed on all pages. Also all pages and corrections / alterations should be initialled. **Each sheet of the tender document is required to be signed** along with the seal by the authorised person/ persons in token of his/ their having acquainted themselves with the instructions to tenders, standard conditions, special conditions, financial bid, scope of work and all other clauses of this tender document. Any tender document not so signed may be liable for rejection.
8. The notice inviting tender and the enclosed Instructions to Bidders, Eligibility conditions, scope of work, General terms & conditions of tender, technical bid, financial bid ,check lists, Declaration, Affidavit, Pre-contract integrity pact, List of locations shall form part of tender documents.
9. Sealed tender should be addressed to **“The Senior Divisional Manager, LIC of India, Divisional Office, Bridge station Road, Sellur, Madurai-625002** containing the Tender Paper to be dropped in the “Tender Box” located at chamber of Manager (E &OS), at the above mentioned address.
10. The “Notice for invitation of Tender” and enclosed Annexure, shall form the part of Tender Documents. The tenderers are required to sign on all papers from page no 1 to end in token of having accepted all the terms & conditions.
11. **Any modification/corrigendum to the tender or extension of tender submission period shall be uploaded on the website of LIC of India only.**

Senior Divisional Manager

Details of various Annexure are as under:

S.No.	Particulars	Attached as
1	Eligibility conditions	Annexure – A
2	Instruction to Bidders	Annexure – B
3	Scope of work	Annexure – C
4	Check list	Annexure – D
5	Technical bid	Annexure – E
6	Declaration	Annexure – F
7	General terms & conditions	Annexure - G
8	Affidavit	Annexure – H
9	List of Locations	Annexure – I
10	Pre Contract Integrity Pact	Annexure – J
11	Financial Bid	Annexure - K
12	Annual Turnover details	Annexure – L
13	Number of workmen on roll	Annexure - M

Senior Divisional Manager

TENDER SCHEDULE FOR SECURITY SERVICES

Name of Service	Providing Security Services at various locations in Madurai, Virudhunagar, Ramanathapuram, Sivagangai, Theni, Dindigul District under L I C of India Madurai Division.
Tender Fee	Rs. 590/- (Rs.500 plus Rs. 90/- GST@18%) by way of Demand draft/Pay order issued by a Nationalised/ scheduled Bank favoring Life Insurance Corporation of India, payable at Madurai OR Cash Receipt for the same amount paid at our cash counter. The tender shall be treated as cancelled if Tender Fee is not paid.
Earnest Money Deposit(EMD)	Rs.5,00,000 (Rupees Five lakhs Only) in the form of Demand draft/Pay order issued by Nationalised/ Scheduled Bank favoring Life Insurance Corporation of India, payable at MADURAI..
Security Deposit	Rs.25,00,000/- (Rs.15,00,000 by way of Demand draft and Bank Guarantee for Rs.10,00,000/- worth)
Tender Documents	Tender forms can be obtained from 05/12/2024 (between 10.30 am to 3.30 pm on all week days except Saturdays, Sundays & Holidays). On payment of non-refundable tender fee of Rs. 500/- + GST @ 18% Rs .90/- Rs. 590/- (Rupees Five hundred ninety only) in cash or by Demand Draft on any Nationalized/Schedule Bank in favour of “Life Insurance Corporation of India” payable at Madurai at the cash counter at Divisional Office, Madurai. The Miscellaneous Receipt (MR) issued by our cash counter is to be enclosed with the Technical Bid. For the tender forms down loaded from our website the Demand Draft/Bankers Cheque for Rs 590/- payable at Madurai is to be enclosed with the Technical Bid.
Date of sale of Tender documents	From 10.30 am on 05/12/2024 to 3.30pm on 26/12/2024
Last date & Address for Submission of Bids	Last date for submission of tender document 27/12/2024 by 03.30 pm. Address: OS Department, L I C of India, Divisional Office, “Jeevan Prakash” Bridge Station Road, Sellur, Madurai-625002.
Date and time of opening the Technical BID	The sealed envelope containing the Technical bids will be opened by the tender opening committee on 30/12/2024 at 03.00 PM in the presence of bidders or one of their representatives who wishes to attend. Venue- OS Department, LIC Of India, Divisional office, Bridge Station Road, Sellur, Madurai-625002
Pre- Bid meeting with Tenderers	Time-03.00pm; Date- 16.12.2024; Place-OS Dept., LIC OF INDIA, Divisional Office, Bridge Station Road, Sellur, Madurai-625002
Date of opening of Financial Bid	Financial bid will be opened on a later date which will be intimated separately to technically qualified bidders only.
Contract Period	Shall be initially for a period of TWO years which may be extended for a further period of two years on yearly basis at the discretion of LIC of India and on consent of the Service Provider at the same terms and conditions if the performance of the Service Provider is found satisfactory to LIC of India
Notice period for termination of Contract	One month if LIC of India intends to terminate the agreement and Three months if the Service provider intends to terminate the agreement.
Contact details & official website	Manager E&OS / AO (OS) , Telephone 0452-2525171 Email id- os.madurai@licindia.com Official website- www.licindia.in/tenders
Validity of BID	Three months from the date of opening of Financial Bid.

ANNEXURE-A

Eligibility Conditions:

1. The Bidder should have its Head/Regional/Branch Office at MADURAI with suitable training facilities for Security workers.
2. a) The Bidder should have a valid license Issued under Private Security Agencies (Regulations) Act.
b) The Bidder should have a valid Agreement Labour License under the Agreement Labour Act 1970 and Agreement Labour (Regulation and Abolition) Central Rules,1971
c) The Bidder should have on their wage roll minimum 200 Security workers as on 01.04.2024.
3. The Bidder should have valid Provident Fund/Professional Tax/ESIC/Goods and Service Tax/Shops and establishment (if applicable) Registration.
4. The Bidder should have minimum 3 years' experience of dealing in the field of providing Security services to reputed organizations and also should have an average turnover of minimum Rupees TWO CRORE during last 3 financial years (2021-22, 2022-23, 2023-24). The Bidder should have sound financial capacity/credit worthiness acceptable to LIC of India.
5. The Bidder should not have been black listed in the past by any Institute/PSU/Govt. Organization. The Bidder should not have rescinded/abandoned any Security Agreement awarded by any of his clients before expiry of prescribed period of Agreement.
6. The Bidder should not have been at any time declared insolvent or convicted for any offense and should not have been prosecuted or suffered any penalty for violation of any Labour law or any other law by any court or any other Government Authority.
7. The Bidder should not have suffered at any time any disqualification of any nature not enumerated here in above to render the Security Services

Signature of Tenderer with Seal

Name:

Designation:

Address:

Seal:

Place :

Date :

ANNEXURE-B

INSTRUCTIONS TO BIDDERS (FOR SECURITY SERVICES)

1. The tender forms will be issued from 05/12/2024 to 26/12/2024 between 10.30 am to 3.30 pm on all week days except Saturdays, Sundays & Holidays, on payment of Rs. 500/- + GST 18% i.e. Rs 90/- (Total Rs.590/- Rupees Five hundred ninety only) in cash or by Demand Draft drawn on any nationalized or schedule bank in favour of Life Insurance Corporation of India payable at Madurai at the cash counter of Divisional Office, Madurai at the above address.
2. The Miscellaneous Receipt issued at our cash counter for the payment made for the Tender Fee is to be enclosed with the Technical Bid. For the tender forms downloaded from website, Demand Draft/Bankers Cheque for Rs.500- +GST @18% i.e. Rs.90/- (Total Rs.590/- non-refundable) payable at Madurai to be enclosed along with Technical Bid towards the cost of tender application.
3. The Terms and Conditions along with the Tender Notice, Scope of work/ Duties of Security service persons, Tender Schedule and Instructions to bidders, Eligibility Conditions, Technical bid, Financial bid, Integrity Pact, all other clauses, Annexures and enclosures will form part of the tender to be submitted by the Bidder to LIC of India, hereinafter termed as “Corporation”.
4. The offers are to be submitted in two Bid systems i.e. Technical Bid and Financial Bid. Both Bids must be submitted at the same time giving full particulars in the prescribed formats but in separate sealed covers. **Three envelopes** duly sealed should be used for submission of Tender as under:

ENVELOPE NO – 1 (should contain)

- (a) Technical Bid (as per Annexure E) submitted with all related documents.
- (b) Tender Fee of Rs.500/- + GST 18% Rs.90/- (Total Rs.590/- non Refundable) by Demand Draft/Bankers Cheque favouring Life Insurance Corporation of India payable at MADURAI, if not paid earlier at our cash counter at MADURAI Divisional Office OR Miscellaneous receipt for payment of Rs.590/- issued by LIC of India MADURAI Divisional Office in payment of tender fee+GST.
- (c) EMD of Rs.5,00,000- (Five Lakhs Only) by Demand Draft/Bankers Cheque favouring Life Insurance Corporation of India payable at MADURAI.

- (d) Other documents - notice inviting tender and the enclosed Annexures i.e. Instructions to Bidders, Eligibility conditions, scope of work, General terms & conditions of tender, technical bid, check lists, Declaration, Affidavit (on stamp paper of Rs 200/-), List of locations shall be duly signed and sealed on all pages. This envelope should be sealed properly and super scribed as “**Technical Bid- Tender for Security Services- L I C of India, MADURAI Division**”.

ENVELOPE NO – 2 (should contain)

Financial Bid (as per Annexure K): Rate of daily wages per person for 8 hours duty, administrative charges etc as directed in Annexure K duly completed, sealed and signed. This envelope should be sealed properly and superscribed as “**Financial Bid- Tender for Security Services – L I C of India, MADURAI Division.**”

Rates of wages to be quoted in Financial Bid (Annexure-K) should not be less than the minimum wages rates Under Central wage Act/State wage Act (whichever is higher) failing which the tender will be rejected.

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

In case of identical lowest bid by more than one bidder, the selection will be made by giving priority to the Service Provider having more turn over for the F. Y. 2023-24.

ENVELOPE NO – 3 (should contain)

Both the above envelopes (Envelope 1 & 2) are to be placed in Envelope No.3 super scribed as “**Tender for Security Services for Various Locations in L.I.C of India MADURAI Division**”.

5. The duly filled in and completed tender should be submitted to

THE SENIOR DIVISIONAL MANAGER
L I C OF INDIA, DIVISIONAL OFFICE
“JEEVAN PRAKASH”, BRIDGE STATION ROAD,
SELLUR, MADURAI-625002, TAMIL NADU.

Or shall be deposited in the tender box placed in the Office Services Department on or before 27/12/2024 at 03.30 pm

6. The Technical Bid will be opened on 30/12/2024 at 11.30 AM in the presence of Bidders or their authorized representatives. All Bidders are advised to remain present (self or representative) in their own interest. The authorized representative must bring an authority letter from the bidder. Only properly sealed tenders will be opened. Unsealed or improperly sealed tenders are liable to be rejected. Conditional bids will also be summarily rejected.

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

7. The financial bids of only those bidders, whose Technical Bid offer are found suitable to the Corporation, will be opened at a later date. The date of opening of financial bids will be intimated to those bidders only.
8. **EMD:** EMD of Rs.5,00,000/- (Rupees Five lakhs only) by Demand Draft/Bankers Cheque favouring Life Insurance Corporation of India payable at MADURAI is to be submitted with the tender. EMD of other Bidders (excluding successful Bidder) shall be refunded without any interest on the amount deposited, within 30 days from the date of final decision on awarding the contract. However EMD will be forfeited in the case tender is accepted & agency is unable to provide services for the reasons what so ever it may be.
9. **Security Deposit:** Successful Tenderer must deposit Security Deposit for Rs.25,00,000/- Rupees Twenty five Lakhs (Rs.15,00,000 by demand draft in favour of LIC of India payable at MADURAI + Rs.10,00,000 by Bank Guarantee) within 10 days of receipt of the communication about its selection as successful Tenderer/Bidder and the same amount will be refunded without interest after expiry of the Tender Term on satisfactory performance of the Agreement. EMD of successful Bidder may be adjusted towards security deposit or shall be returned without any interest

whatsoever after receipt of performance security/Bank guarantee from it as called for in the contract.

10. The Successful bidder shall execute and submit Integrity Pact on stamp paper of Rs.200/- as per Annexure J in this tender document and submit along with contract before taking over.
11. The following documents should be enclosed with the Technical Bid:
 - a) Certificate of Registration under Companies Act, 1956/2013/Partnership deed with proof of registration of Firm/Individual Firm. Valid certificate of registration under TN shops & Establishment Act if applicable.
 - b) Copy of the PAN as allotted by the Income Tax Department.
 - c) Certificate of the Labour License/Statutory Licenses as required by any Central or State Government Act.
 - d) License Issued under Private Security (Regulation) Act, 2005 to operate as Security Service Provider
 - e) Copy of the Goods and Service Tax Registration
 - f) Copy of the E.P.F. registration
 - g) Copy of the E.S.I. registration
 - h) An affidavit as per Annexure-H stating that the applicant is not facing any blacklisting from any establishment of Central Government or the State Government or the PSU for breach of agreement
 - i) Income Tax Returns for last 3 financial years (2021-22, 2022-23 and 2023-24).
 - j) Audited Accounts, Balance Sheets, and Profit and Loss Accounts for last 3 financial years (2021-22, 2022-23, 2023-24) duly certified by the Chartered Accountant.
 - k) Work orders of existing major Agreements with large Institutions/ PSUs/Govt. Organisations as at 31.03.2024.
 - l) Work orders confirming no. of persons employed by the Bidder as at 31.03.2024.
 - m) Permission from Police Authorities for operating as Security Service Provider certificate.
 - n) ISO 9001:2015 certificate.
 - o) Proof of the Tenderer/Bidder being based in Madurai and their operation in these areas. Attach self-attested copy of proof.
 - p) Non-relationship Certificate for participation of near relative of employee/officer of LIC of India in the Tender (SELF DECLARATION).

12. Non submission of documents referred in Technical Bid/ Non-disclosure of relevant information or furnishing of incorrect information, documents will suffer disqualification.
13. All the pages of the tender form are to be signed by the bidder. **In case of joint ownership, all owners have to sign on all the pages of the bids (Technical and Financial bids).** Incomplete bids and bids lacking in details and without signatures are liable to be rejected.
14. Bidder should note that their tenders will remain open for consideration for a minimum period of 03 (Three) months from the date of opening of Financial Bid.
15. The financial bids will be opened only if at least two Technical Bids are found suitable. In any case single Financial Bid will not be opened.
16. **It may be noted that no negotiations will be carried out, and therefore most competitive rates should be offered.**
17. In case of identical lowest bid by more than one bidder, the selection will be made by giving priority to the Service Provider having more turn over for the F. Y. 2023-24.
18. The Service Provider will be in the profession for at least 3 years and should preferably have clients who are PSU/Banks/Government Bodies/reputed private firm.
19. The Service Provider may preferably be on the approved panel of at least one reputed organization at MADURAI.
20. The Service Provider should have an establishment having good infrastructure at MADURAI and to submit a self attested Proof of having establishment in Madurai as at 31.03.2024
21. The Service Provider is required to provide its NEFT details along with the tender documents.
22. Canvassing in any form will disqualify the tenderer.
23. The short-listed Service Providers will be informed in writing or telephonically by the Corporation for arranging their office inspection if required.

24. The Service Provider is advised to inspect the premises where the services are required to be rendered and assess for requirements themselves before submission of the tender. The prospective Bidders may interact with the LIC Officials of Estate Dept., Divisional Office, MADURAI, at the above mentioned address during office hours only to understand the existing infrastructure and facilities, existing deployment pattern of workers, expected requirements of the various locations and the desired level of services which the Service Provider is expected to render during the contractual period etc.
25. Any modification/corrigendum to the Tender or extension of tender submission period shall be uploaded on the web site of LIC of India and shall not be published in NEWS PAPER.
26. LIC of India, reserves the right to accept any tender or to reject any or all tenders at its sole discretion without assigning any reasons thereof and shall not be bound to accept the lowest tender
27. Each Tenderer/Bidder will submit only one tender either by himself or as a partner in joint venture/firm/company.
28. It will be the sole responsibility of the agency to abide by the provisions of the following Acts as to the workers engaged by him for performance of the service.
 - 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.

Signature of Tenderer with Seal

Name :

Designation:

Address:

Place :

Date :

ANNEXURE-C

Scope of Work for Security services

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 and will sign on the handing / taking over register together.
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 authorized official.
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 authorized officials for further remedial action. And to operate water pump as per present schedule of pump operation and to note in a register.
7. Preventing unauthorized additions or alterations in the premises being carried out by outsiders or tenants or employees and reporting the matter to the authorized Officials.
8. 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 day and night duties.

9. No person will be allowed to carry any prohibitive items inside the premises.
10. Carrying out the special orders and instructions given by the authorized officials, confidentially whenever specifically told to do so.
11. Closing and opening of the Office daily as per the instructions of authorized officials.
- 12(a) 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.
- 12 (b) To keep close watch so that (i) no repair/construction work is carried out in the building without written permission of LIC (ii) No tenant/occupant should be allowed to take out bulk items/fixtures without written permission of LIC.
- 12(c) To patrol the entire building including rooftop, terraces periodically.
13. Informing the Office in case of theft or damage to the property or any untoward incident or unusual occurrence. 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.
14. Taking care of the keys under their custody and handing them over to the relieving guard or to any other authorized persons/s whenever required.
15. To hold the keys of the Building/Offices/Gates and maintain a logbook for handing over/taking over of keys. To open the gates, shutters in the morning before office time as prevalent and to man the gates. To close the gates, shutters in the evening / night as per present timing maintained in the building/premises, after switching of all the lights/fans/AC units after ensuring no persons are inside the office premises.

16. **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 smoldering.
 - e) To see that all waste papers are removed from the office and stored properly in the room meant for it.

17. **Taking the following action in case of a fire:**
 - a) To raise alarm and muster assistance from neighboring buildings / passersby;
 - b) To contact immediately, A.O (estates), Security officer, the Head of the Department, fire brigade and the police;
 - c) To try to put out the fire by using the fire extinguishing appliances available;
 - d) 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 alarm fault.

18. 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.

19. Observing strictly instructions / orders as would be given from time to time by the authorized officials.

20. All entry and exit gates will have to be closed as per the time schedule given by the Competent Authority.

21. All vehicles will have to be allowed from gate, only after thorough checking.

22. To monitor sweeping cleaning of the premises and operation of lift wherever necessary.

23. A prescribed register will have to be maintained by the Security Guards at the Security Room. Each visitor 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.
24. 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.
25. Every day Security Guards will have to sign the Attendance Register and report to his supervisor.
26. Gate Pass (duly signed by the Competent Authority) must be insisted upon before allowing any office items to go outside the premises.
27. The Guards should be properly trained to rescue passengers from lifts in case of lift failure, operation of firefighting equipments, operation of monitoring of baggage scanners, metal detectors, scanning through thermal scanners and CCTV system.
28. Accepting letters, telegrams, newspapers received during the tenure of the duty and signing for them and handing it over to the In-charge or Inward mail receiving sections.
29. The above Scope of services is illustrative and not exhaustive. The deputed personnel may be assigned any duty/function with regard to the Security services from time to time.

Signature of Tenderer with Seal

Name:

Designation:

Address:

Place :

Date:

ANNEXURE-D**Checklist of Self attested copies of documents to be enclosed
Along with the Technical Bid**

1	Service Provider Registration/Incorporation-certificate
2	Certificate under Shops & Establishment Act, duly renewed
3	License under Agreement Labour (Regulation & Abolition) Act, 1970
4	Agreement (Regulation & Abolition) Central Rules, 1971.
5	License Issued under Private Security Agencies (Regulations) Act 2005.
6	Permission of Police Authorities for operating Security Service Provider
7	Copies of documents related to status of the Firm (Individual/Sole/partnership/company etc., Proprietor/ Partnership/Company).
8	Proof for PF/EPF Registration number
9	Proof for ESI Registration number
10	TAN Copy
11	PAN Copy
12	Copy of Registration Certificate of Goods and Service Tax
13	Income Tax Returns for the last 3 financial years
14	Audited Final Accounts, Balance sheets, Profit and Loss A/c Statements for 2021-22, 2022-23 & 2023-24 duly certified by the auditors.
15	Work orders confirming no. of persons employed by the Bidder as on 31/03/2024
16	Affidavit as per Annexure H on stamp paper of value Rs.200/-
17	Bank Account Details for NEFT with a cancelled cheque leaf or copy of pass book
18	Signed copy of latest minimum wages notifications by Central/ state government along with undertaking to abide by the Labour Act.
19	One copy of the tender document (all pages) with all annexures (ie from page 1 to end) duly signed and sealed by the firm.
20	Declaration on the firm's letter head that bidder has understood all the points in the tender documents and undertake to abide by these terms and conditions.
21	ANNEXURE - L
22	ANNEXURE -M

Signature of Tenderer with Seal

Name:

Designation:

Address:

Place :

Date:

Annexure -E**TECHNICAL BID***(To be submitted in a sealed cover super scribed as***“Technical Bid for Security Services LIC of India, MADURAI Division)**

1	Name of the Service Provider	
2	Name of the Proprietor/Director of the Firm/Contractor/Company	
	Status of the Service Provider (Individual/Sole proprietor/ Partnership/Pvt. Ltd./Public Ltd. etc.)	
3	Full Address of the Service Provider at MADURAI	
	Telephone Number/s (local)	
	E-mail Address	
4	If the Head Office is other than the one in 3 above, Give Full Address of the same.	
	Telephone Number/s	
	E-mail Address	
5	Bank Details of the Service provider (Cancelled cheque leaf is to be attached)	
	Name of Beneficiary/ Account Holder	
	Account Number	
	Name of the Bank	
	Branch & Address of the Bank	
	IFSC code of the Bank	
	Nature/Type of Bank A/C (SB/Current etc.,)	
	MICR Code of the Bank	
6	Statutory Requirements : Mention Registration Number/License Number (Certified/Attested copy of each document should be attached)	

	a)Labour Licence Nos. and validity under various provisions of Labour Laws (Central/State)	
	b)PAN Number	
	c)GST Registration Number (Attach certified copy)	
	Name	
	Complete State	
	Name	
	State Code	
	PAN Number	
	GSTIN Number	
	Contact Person	
	Phone Number	
	Mobile Number	
	d)ESI Registration Certificate	
	e)Registration under Employee Provident Fund Act.	
	f)License issued under Private Security Agencies (Regulations) Act.	
	g)Permission from Police Authorities for operating as Security Service Provider	
	h)Profession Tax Registration No.	
	i)Details of Registration under Shops and Establishment Acts (if applicable)	
	j)Details of ISO-9001:2015 certificate with its validity period.	

7	Income Tax paid for the last three financial years. (Copies of returns to be enclosed duly certified by Chartered Accountant)	
	2021-22	
	2022-23	
	2023-24	
8	Since when and how long the firm has been dealing in Security Services:	
9	No. of full time Security service persons on Roll as on 31.03.2024 (Please enclose copies of work order/wage bills)	
10	Details of Application Fee and EMD	Tender Application Fee (Rs.590/-) EMD of Rs.5,00,000/- (Interest free)
	Details of demand Draft	
	Demand Draft/Pay Order No.	
	Date of DD/Pay Order	
	Name of Issuing Bank	
	Branch of Issuing Bank	
	Address of Issuing Bank	
11	Details of existing Clients (Large institutions/PSUs/Govt. Organisations/LIC etc.) (Attach copies of work order for each client)	1.Name of the Company & Address 2. Name and contact No. 3. Details of Service Provided 4. Period : From -- To 5. No. of Persons Deployed

12. Turnover of the Company/Partnership Firm/Proprietorship for the Financial years as per details given below (Please attach a copy of audited Balance Sheet and Profit & Loss Account for all the three years and duly attested by the Chartered Accountant)

Sl.No.	Financial Year	Turn Over (Rupees in CRORES)
1.	2021-2022	
2.	2022-2023	
3.	2023-2024	

Note: Please type this form or fill it up legibly in ink. If space provided is insufficient please type or Write the replies on a separate sheet giving appropriate question numbers duly authenticating the same with seal & signature and attach it to the form. All original documents & certificates should be submitted for verification when required by LIC of India.

Signature of Tenderer with Seal

Name:

Designation:

Address:

Place :

Date:

ANNEXURE-F

DECLARATION

1. I/We....., Son/Daughter/Wife of Shri....., Proprietor/Director/Authorized Signatory of the Firm/Contractor/Company mentioned above is competent to sign the declaration of execute this Tender Document.
2. I/We have carefully read and under stood all the terms and conditions of the Tender and undertake to abide by these terms and conditions.
3. I/We agree that the decision of the Corporation in selection of Service Providers will be final and binding upon us.
4. The information/Documents furnished along with the application are true and authentic to the best of my knowledge and belief. I/We am/are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate Law and I/We will be solely responsible for the consequences.
5. I/We agree that I/We have no objection if enquiries are made about the work performance with our clients mentioned under item 11 above of **Annexure-E**
6. With reference to the above, having examined and understood the instructions, terms, conditions and penalties forming part of the tender, we hereby enclose our offer for giving security services.
7. We understand that the corporation is not bound to accept the offer either in part or in full and that the corporation has right to reject the offer in full or in part without assigning any reasons whatsoever.

Place:
Date:

Signature of Tenderer with Seal
Name:
Designation:
Address:

Annexure-G

General Terms and Conditions & Penalties for Security Services:

1. The Terms and Conditions along with the Tender Notice, Scope of work / Duties of Security service persons, Tender Schedule and Instructions to bidders, Eligibility Conditions, Technical bid, Financial bid, Integrity Pact, all other clauses, all other Annexures and enclosures will form part of the tender to be submitted by the Bidder to LIC of India, herein after termed as “Corporation”.
2. Tenders should be filled with neat, legible and correct entries. Indistinct figures should be avoided. The amount/ rates should be filled in figures as well as words. Correction/ Omission/ Overwriting/ Cutting should be dated and initialled. If there is difference in words and figures, the rates written in words shall be taken for calculation. In case the space in the tender document is found insufficient, the Service Provider may attach separate sheets.
3. The tender should be signed at all places provided therein. Also all pages and corrections/ alterations should be initialled. Each sheet of the tender document is required to be signed along with the seal by the authorized person/ persons submitting the tender in token of his/ their having acquainted themselves with the Tender Notice, Scope of work / Duties of Security service persons, Tender Schedule / Instructions to Bidders, General Terms and conditions, Eligibility Conditions, Technical Bid, Financial bid, and all other clauses, Annexures of this tender document. Any tender document not so signed may be liable for rejection.
4. The LIC of India reserves the right to reject an offer if it is incomplete / not accompanied by all stipulated documents as required / if any of the terms and conditions stipulated in this document are not accepted and in case of incorrect and invalid data submitted.
5. **EMD:** EMD of Rs.5,00,000/- (Rupees Five lakhs only) by Demand Draft/Bankers Cheque favoring Life Insurance Corporation of India payable at MADURAI is to be submitted with the tender. However EMD will be forfeited in case the tender is accepted & agency is unable to provide services for the reasons what so ever it may be.

6. **Security Deposit:** Successful Tenderer must deposit Security Deposit for Rs.25,00,000/- Rupees Twenty five Lakhs (Rs.15,00,000 by Demand Draft in favour of LIC of India payable at MADURAI + Rs.10,00,000 by Bank Guarantee) within 10 days of receipt of the communication about its selection as successful Tenderer/Bidder and the amount of Rs.15,00,000/- paid by Demand Draft will be refunded without interest after expiry of the Tender Term on satisfactory performance of the Agreement. EMD of successful Bidder may be adjusted towards security deposit or refunded after the receipt of security deposit.
7.
 - i) Rates of wages to be quoted in Financial Bid (Annexure-K) should not be less than the minimum wages rates Under Central wage Act/State wage Act (whichever is higher) failing which the tender will be rejected.
 - ii) In case the service charges quoted by the Service Provider are found to be less than 3%, tender is liable to be rejected.

In case of identical lowest bid by more than one bidder, the selection will be made by giving priority to the Service Provider having more turn over for the FY 2023-2024.

8. There should not be any deviation in Terms and Conditions as have been stipulated in the tender documents.
9. The Service Provider shall provide the above said services at such times and in such manner as communicated by the CORPORATION from time to time.
10. The “Service Provider” undertakes to provide service through its own enrolled persons at its own costs, expenses and the “Corporation” shall not make any payment what so ever by way of emoluments to such persons directly.
11.
 - (1) Duty hours of Security service persons will be on 8 hours basis and time slot will be decided by CORPORATION and communicated to the Service Provider for providing Security services. Under no circumstances will the security guards be forced to do two consecutive shifts.
 - (2) The Security services are required in 2 types of shifts – General shifts for rented premises & 3 Shifts for own premises. In respect of “3 shifts”, Security Personnel are required round the clock. For “General shift” guards are to be deployed only during office hours on working

days, they need not be deployed on Saturdays and Sundays of every month and days on which Holiday is declared under Negotiable Instruments Act by State/ Central Governments. The list of such holidays can be obtained from OS Department of the Concerned LIC Offices.

12. The punctuality & quality in rendering of the said services are the essence of the Agreement and the Service Provider undertakes to abide by them at all times.
 - (a) The Service Provider will keep check of their workers in respect of the attendance /duties/vigilances regularly and will maintain complete records in this regard which shall be made available for inspection by authorized official of the Corporation at all times in the respective buildings/offices.
 - (b) **Night checks:** The Service Provider must check the security guards during nights wherever 3 shifts duties are assigned. Minimum 4 night checks at all sites in a month must be carried out and report to be submitted to the Divisional Office.
 - (c) The Service Provider shall give the duty allocation chart mentioning the names of the workers deployed at various locations to the department/branch daily. Rotation of the guards will be done every fortnight.
 - (d) The Service Provider will provide proper uniform, shoes, whistle, torchlight, batteries and rain coat etc. to the security guards. The Maintenance/replacement cost shall be borne by the service provider and not to be charged from the guards.
 - (e) The Service Provider should provide photo identity cards to all the Security Guards at their own cost.
13. The Service Provider of Security Services shall ensure that all Security service persons deployed by it shall be well mannered, disciplined, alert, skilled, healthy, honest, conversant with their nature of job do not suffer from any infectious disease and should not have history of any criminal nature.
14. No relationship of employer and employee shall be created between the CORPORATION and the workers engaged by the Service Provider.

15. Nothing in this tender shall be deemed to create any partnership, joint venture, between LIC of India and the Service Provider or their Representatives and workers 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 is an independent Service Provider and not an employee, agent, associate or authorized representative of LIC of India and the Service Provider undertakes that it shall not undertake any obligation or liability in the name of or on behalf of LIC of India, whatsoever.
16. (a) Uniform is mandatory and should be provided within 15 days of awarding the tender and before deployment of workers. After commencement of the Agreement, Uniform will have to be provided immediately to subsequently engaged security guards by the Service Provider.

(b) The Service Provider of Security Services shall take a Group Insurance Policy on the lives of all workers deployed in LIC of India, Madurai Division for Security Services for a minimum Sum Assured of Rs.3,00,000/- (Rupees Three lakhs only) from P&GS unit of LIC of India, Madurai Division.

(c) The Service Provider of Security Services shall appoint minimum two persons for full time as Field Officer to monitor/supervise the work and timings etc. of the security guards.
17. The Service Provider alone shall have the right to take disciplinary action against any person(s) engaged by him; while no right whatsoever shall vest in any such person(s) to raise any dispute and/or claim whatsoever against the CORPORATION. The CORPORATION shall, under no circumstances be deemed or treated as the employer in respect of any person(s) engaged by the Service Provider for any purpose whatsoever nor would the CORPORATION be liable for any claim(s) whatsoever of any person(s) of the Service Provider.
18. In case Corporation is required to meet any liability in respect of any person(s) engaged by the Service Provider by virtue of their working at the premises of the CORPORATION, it would be open and lawful for CORPORATION to deduct the amount(s) of any such liability from and out of dues payable to the Service Provider.

19. The Service Provider shall be responsible for all injuries and accidents to persons, engaged/deployed by him.
20. In the event of any loss/damage being occurred to the CORPORATION on account of the negligence of the Service Provider's workers, the Service Provider shall make good the loss sustained by the CORPORATION either by replacement of the material/equipment or payment as compensation.
21. The Service Provider shall be responsible for the conduct and behaviour of his workers. If any worker of the Service Provider is found misbehaving with the CORPORATION staff, the Service Provider shall take necessary and appropriate action immediately. Non-Disclosure of Confidential Information will also be the sole responsibility of the Service Provider. For this the Service Provider shall depute persons of good integrity and honesty who will not divulge information in his possession by virtue of his working in the premises of the Corporation. Service Provider shall be liable for any loss caused to the Corporation due to any such wrongful disclosures.
22. The Service Provider shall not appoint any sub-Service Provider to carry out any obligations under the Agreement.
23. The Service Provider shall take proper instructions from the CORPORATION for the execution of the Agreement at the different places and will faithfully comply with the same during the currency of the Agreement.
24. The Service Provider Providing Security Services shall provide the names, local and permanent addresses, and mobile no, ID Proof and bank details of all the Security persons deployed to the Corporation Offices.
25. If the Service Provider commits any breach of any of the terms and conditions hereof and/or fail/neglect to carry out any instructions issued to him by the CORPORATION from time to time, it shall be open and lawful for the CORPORATION to terminate this Agreement forthwith without assigning any reason and can get the work done by any person(s) or through any other Service Provider at the risk and cost of the Service Provider and the Service Provider shall have no right to claim any compensation whatsoever on this account.

26. No advance payment shall be made against the work order. All payments to the Service Provider shall be made by National Electronic Fund Transfer only after Tax Deduction at Source (T.D.S.) as per the provisions of Income Tax Act and GST Act 2017 as amended from time to time and a certificate to this effect shall be provided to the Service Provider. The Service Provider shall raise the invoice / bill and the CORPORATION agrees to pay such invoices/bills within 15 working days of receipt and acceptance of the invoice/bill, as per terms and conditions of the tender/Agreement. All payments to the Service Provider shall be made by NEFT subject to deductions, withholding of all applicable taxes, penalties and charges from time to time in force.
27. The Corporation shall always have the right to conduct a search of the Service Provider's workers/representatives and/or any of their vehicles used for transportation of materials while entering/going out of the Corporation's premises or inside the premises.
28. The Service Provider will provide security guards as per "Annexure I" under the Agreement. Initially the service will be provided at selected locations under Annexure I and Corporation reserves the right to increase or decrease number of SECURITY SERVICE PERSONS as against the present requirement enumerated in Annexure-I. Corporation may decide whether SECURITY services are required or not at any office/ location. In case the corporation needs services of additional guards at other Offices of the Corporation, the Service Provider will have to provide them on the same terms and conditions of the Agreement inclusive of rate.
29. All the services under the Agreement and any other work of similar nature, which will be entrusted to the Service Provider from time to time by the Corporation, are to be rendered without causing any hindrance or disturbance to any staff member of the Corporation working during the normal working hours. The work shall be carried out efficiently in consonance and in conformity with the standards of highly alert, efficient and effective security service.
30. If the Corporation notices that the workers of the Service Provider has/have been found negligent/careless in rendering the said services, the same shall be communicated immediately to the Service Provider who will take corrective steps immediately to avoid recurrence of such incidents and report to the designated officer of the Corporation with its action plan.

31. If any of the workers of the Service Provider indulges in theft or any illegal/irregular activities, misconduct, the Service Provider will take appropriate actions against its erring workers and intimate accordingly to the Corporation.
32. In the event of failure of the Service Provider to provide the services or part thereof, as mentioned in the agreement for any reasons whatsoever, the Corporation shall be entitled to procure services from other sources and the Service Provider shall be liable to pay forthwith to the Corporation, the difference of payments made to such other sources, besides damages at double the rate of payment for the period of failure in providing the services or part thereof. Further no payment shall be made for worker who remains absent or where services rendered not found satisfactory.
33. The Service Provider shall at all-time indemnify and keep indemnified the CORPORATION against any/all claims of/by its workers including but not restricted to the claims under the Workmen's Compensation Act,1923; payment of Wages Act; Payment of Bonus Act; Employees' Provident Funds & Miscellaneous Provisions Act; Payment of Gratuity Act, Minimum Wages Act, Employees' State Insurance Act or any other Act(s) or statutory modifications thereof or otherwise for or in respect of any claim for damage or compensation payable in consequence of any accident or injury sustained by any worker or other representative of the Service Provider or in respect of any claim, damage or compensation under Labour Laws or any other laws or rules made there under, by any person whether in the engagement of the Service Provider or not, who provided or provides the said services under this Agreement.
34. The workers/representatives of the Service Provider shall never be considered to enjoy any right to enter the premises of the Corporation by virtue of this agreement or otherwise at any time except with the prior permission of the Corporation.
35. If, at any time, during the operation of the Agreement or thereafter the Corporation is made liable in any manner whatsoever by any order, direction or otherwise of any Court, Government Authority or Tribunal, to pay any amounts whatsoever in respect of or to any of the present or ex-workers of the Service Provider or to any third party, the Service Provider shall immediately pay to the Corporation all such amounts and costs also and in all such cases/events the opinion of the Corporation shall be final and binding upon the Service Provider. The Corporation shall be entitled

to deduct any such amounts as aforesaid, from the security deposit and/or from any pending bills of the Service Provider and if such amount is not fully recovered, the Corporation shall be entitled to recover the balance amount through legal recourse.

36. The Service Provider further agrees to absolve the Corporation from all the liabilities in regard to any statutory enactments to the extent applicable to the service provided by the Service Provider. It is clearly understood that if the Corporation be called upon to make any payment to any government authority, the Service Provider shall reimburse such amounts to the Corporation whether such liability arises during the currency of this agreement or after expiry of the period of the agreement. If there would be any claim on the Corporation for any default of the Service Provider or its workers committed during the operation of the Agreement, the Service Provider shall pay the Corporation such amount on demand without protest.
37. The persons engaged by the Service Provider for providing Security services as mentioned herein, shall be the employees of the Service Provider and not of the Corporation. The Service Provider shall be liable to make payments to its said workers towards their monthly wages/salaries and other statutory dues like EPF, ESI, Minimum wages, Bonus, etc.
38. The parties hereto have considered agreed to and have a clear understanding on the following aspects:
 - a) The Agreement is for providing SECURITY SERVICES and is not an Agreement for supply of contract Labour.
 - b) The Corporation shall not be liable for any obligations/responsibilities, Contractual, legal or otherwise, towards Service Provider's workers / representatives or to the said workers/representatives directly and/or indirectly, in any manner whatsoever.
 - c) That the workers/representatives of Service Provider rendering the services under the Agreement, shall never be deemed to be the workers of the Corporation in any manner whatsoever and shall not be entitled for employment, salary/wages, damages, compensation or anything arising from their deployment by Service Provider for rendering the said services.

39. During the period of Agreement, if the rate of minimum wages payable to the workers deployed by “the Service Provider” increases by central/state govt. and if the increase extends beyond the above agreed rate, then “the Corporation shall increase the above accepted rate to the extent of the difference amount only and the above agreed rate shall be deemed to have been modified accordingly. No other increase in the amount quoted by the selected Service Provider shall be entertained on any account during the period of the Agreement. In case of any statutory increase in the wages of labour in accordance with the minimum wages notification issued by the appropriate authorities under the Minimum Wages Act from time to time after submission of the tender, the increase in rates of wages mentioned in financial bid shall be set off by the Corporation by giving proportionate increase.
40. The Service Provider, being the employer in relation to persons engaged by him for providing the services under the agreement, shall alone be responsible and liable to pay wages/salaries to such persons which in any case will not be less than the minimum wage as fixed or prescribed for the category of workers engaged by him from time to time by the Central / State Government (whichever is higher) and/or any authority constituted by or under any law.
41. The Service Provider shall pay the salaries to Security Personnel on or before 7th of the following month and make all the statutory remittances like PF, ESI etc well within the stipulated timelines.
42. The Service Provider shall adhere to and comply with all the laws that may be applicable to him and will extend all the benefits/privileges as applicable to persons engaged by him including that of Provident Fund, ESI, Workmen’s Compensation Act, Bonus, Gratuity, and Minimum Wages Act etc. In case of any breach of any law, rules, notifications applicable to the workers of the Service Provider, the Service Provider alone shall be responsible and liable for any act(s) of omission and/or commission committed by any workers, agent, representative, attorney, person(s) engaged by him for discharging the obligations under the agreement.
43. The Service Provider shall obtain appropriate license under the Agreement labour (Regulation and Abolition) Act and the Rules as amended up to date and shall comply with all terms and conditions thereof strictly, and shall keep such license duly validated and/or renewed from time to time throughout the currency of the Agreement.

44. The Service Provider shall maintain all registers required under various Acts, which may be inspected by the Corporation as well as the appropriate authorities at any time. The monthly bill payment will be made subject to the Service Provider submitting the attested photocopies of the following documents:
- (i) Muster Roll/Attendance sheet of the workers signed by the Service provider for the month on the format prescribed in the Agreement Labour (Regulation and Abolition Act, 1970) along with Agreement Labour (Regulation and Abolition) Rules, 1971.
 - (ii) Salary sheet for the month showing receipt of the wages on the format prescribed in the Agreement Labour (Regulation and Abolition Act, 1970) along with Agreement Labour (Regulation and Abolition) Rules.
 - (iii) Deposit Challan showing the individual amount of deposit of contribution of provident fund of employees' and employer's share, with the appropriate authority.
 - (iv) Deposit Challan showing the individual amount of deposit of contribution of ESI of employees' and employer's share, with the appropriate authority.
 - (v) Receipt and Statement of Bonus (if any payable) paid to the workers (To be submitted in the following Month after making payment)
 - (vi) Deposit of remittance of contribution of provident fund, ESIC, Goods and service Tax if paid any, should be submitted with a challan separately for LIC of India. It should not contain the contribution of PF and ESI as well as GST in respect of workers of other organizations being serviced by the Service Provider.
 - (vii) Payment is to be made through NEFT, and a copy of the statement sent to the Bank duly acknowledged by the Bank should be submitted.
45. All payments to the Service Provider shall be made by National Electronic Fund Transfer only after Tax Deduction at Source (T.D.S.) as per the provisions of Income Tax Act and GST Act 2017 as amended from time to time and a certificate to this effect shall be provided to the Service Provider.

46. Payment of Monthly wages will be based on actual attendance of the workers deployed at LIC Offices and bills of the Service Provider will be settled accordingly. No advance payment shall be made under any circumstances. The timely payment of wages and statutory dues shall be the responsibility of the service provider.
47. The Service Provider shall remit the GST amounts reimbursed for providing the security services to respective Government authorities for prompt claiming of Input Tax Credit by the Corporation.
48. The Service Provider must ensure that the wages to the Workers are paid within the stipulated time limit as provided under relevant Rules& Regulations/Law/Statute in force. The Service Provider will not link the payment of wages to the workers with settlement of his bills by the Corporation. Payment of bills will be made on monthly basis through NEFT only, provided that the Security Services provided were/are satisfactory during the month and subject to deduction of Penalty imposed if any as per terms and conditions of the Agreement. The Service Provider will have to produce the Register of Wages or the Register of Wages-cum-Muster Roll of the preceding month along with the bill to be submitted on or before 7th of every calendar month for verification, to the nominated official of the Corporation. The Service Provider shall raise the invoice/bill and LIC of India agrees to pay such invoices/bills within 15 working days of receipt and acceptance of the invoice/bill, as per terms and conditions of the Agreement.
49. The Service Provider shall give an undertaking in favour of the Corporation by the 25th of the following month that he has complied with all his statutory obligations and copies of such challans /receipts/list also need to be submitted.
50. The Corporation reserves the right to Remove/ Black list the Service Provider for a period of five to ten years for any deviation from the agreed Terms and Conditions or for any activity observed which is detrimental to the interest of the Corporation. However any order of blacklisting or removal shall be passed after offering a reasonable opportunity of hearing/show cause notice to the Service Provider concerned.
- 51 (i) The security workers engaged by the Service Provider for deployment at LIC sites should be preferably in the age group of 21 to 50 years with minimum qualification of 9th standard and they should have

been trained in operating fire fighting equipments and all related security equipments. The security personnel should have Good health & Physique with good eye sight and hearing. The guards should be medically examined every year for fitness. Any expenditure against medical treatment of the security personnel, if required shall be borne by the service provider and Corporation shall not be held responsible for any expenditure/claim on account of any medical need or exigency.

- (ii) Corporation will not provide any accommodation or food for outsourced personnel nor any payment towards it. The service provider shall be responsible for accommodation /food of their manpower if required.
- (iii) The personal deployed must be a citizen of India.

52. Termination of Agreement / Contract:

- (a) The Corporation can terminate the Agreement by giving one month's written notice to the service provider without assigning any reason and without payment of any compensation. In the event of the Service Provider wishes to terminate the Agreement, the Service Provider shall have to give at least three months' notice to LIC of India in writing and in either event the Service Provider will move out of the premises of the Corporation with his men and material immediately.
- (b) In the event of earlier termination by either parties to the Agreement or expiry of the Agreement, the service provider shall be obliged to continue providing services at the same terms and conditions as provided in the Agreement till such time as LIC of India is able to make any alternative arrangement or LIC of India has agreed in writing to allow the Service Provider to discontinue earlier.
- (c) The Corporation also possesses right to terminate the Agreement by giving only a 24 hours' notice to the Service Provider when there is a major default in compliance of the terms and conditions of the Agreement or the Service Provider has failed to comply with its statutory obligations and the security deposit shall also be forfeited, other action such as blacklisting may follow.

In that eventuality the Service Provider will move out of the premises of the Corporation with his men and material immediately. This discretion of termination of the Agreement by the CORPORATION will be exercised judiciously since the Service Provider is rendering the essential and public utility services.

53. If the Service Provider commits breach of any covenant or any clause of the agreement, the Corporation may send a written notice to the Service Provider to rectify such breach within the time limit specified in such notice. In the event, the Service Provider fails to rectify such breach within the stipulated time, the Agreement shall forthwith stand terminated and the Service Provider shall be liable to the Corporation for losses or damages on account of such breach.
54. If any complaint received orally or in writing against the Service Provider about less payment of wages or demand of any amount for engagement of the duty, etc. it will be viewed seriously and if the complaint is found truthful, then the Agreement may be terminated immediately.
55. **PERIOD OF THE AGREEMENT:** Shall be initially for a period of TWO years which may be extended for a further period of two years on yearly basis at the discretion of LIC of India and on consent of the Service Provider at the same terms and conditions if the performance of the Service Provided is found satisfactory to LIC of India.
56. (i) Awardee Service Provider should submit the deed of Agreement with LIC Of India, Divisional Office, Madurai duly executed on a non-judicial stamp paper of Rs 200/-, as per the draft conditions provided by LIC of India, within 10 days (maximum) of receipt of intimation as above. Failure to sign and non-submission of deed of agreement and Security Deposit of Rs.25,00,000/- (Rupees Twenty five Lakhs only - Rs.15,00,000 by demand draft in favour of LIC of India payable at MADURAI + Rs.10,00,000 by Bank Guarantee) within 10 days of intimation as above may result in the forfeiture of EMD and cancellation of selection as successful Service Provider. However CORPORATION at its discretion may cancel the tender and the decision will be final and binding. On signing of the agreement, the Corporation will issue work order and the Service Provider shall start its work within three days from the date of receipt of work order.
- (ii) Without prejudice to any of the rights or remedies under the Agreement, if the Service Provider dies, LIC of India shall have the option of terminating

the Agreement without compensation to the legal or other heirs of the Service Provider.

(iii) If at any stage, it is revealed that documents/certificates/testimonials submitted by the Service Provider are forged or have been manipulated, the work order issued to the Service Provider shall be cancelled and Security amount deposited with LIC of India shall be forfeited without any claim whatsoever on LIC OF INDIA and the Service Provider shall be liable for action as appropriate under the relevant laws.

57. In the event of the Service Provider not fulfilling the conditions of the Agreement and the work order, LIC of India reserves the right to forfeit the Security deposit placed with the Corporation, in part or in full and to take such other decision as may be required in the interest of the Corporation. The decision of LIC of India shall be final and binding upon the Service Provider in the matter.

58. The Corporation reserves the right to change, add or delete any conditions described above without consent of service provider.

59. Non fulfillment of conditions of the agreement by the Service Provider during the period of agreement will attract the penalties as specified below:

a. Penalty at the rate of Rs.10,000/- per day will be levied if the Salaries to the Security Personnel are not paid on or before 7th of every month.

b. The workers must be in uniform on all working days, failing which Rs.25/- +GST at applicable rate per person per day of the lapse will be deducted as penalty.

c. Penalty of Rs.100/+ GST at applicable rate per day per person for Security person not found on duty site.

d. No replacement provided for absentees by service provider – Rs.500/ + GST at applicable rates per day per person.

e. Guards missing from duty post / site – Rs.500/- + GST at applicable rate per person will be imposed.

- f. If the schedule as laid out in the scope of work is not adhered to by the service provider, a penalty of Rs.500/-+ GST at applicable rates per week will be imposed.
- 60 (a) In the event of any dispute or difference arising out of operation of the agreement, the same shall be referred to the sole arbitrator and the sole arbitrator will be appointed by the Sr. Divisional Manager, LIC of India, Divisional Office, MADURAI, whose decision shall be final and binding on both the parties. The venue of arbitration shall be at MADURAI. The provisions of the Arbitration and Conciliation Act, 1996 shall apply to the arbitration.
- (b) Canvassing or offer of an advantage or any other inducement by any person with a view to influencing for acceptance of a bid will be an offence under Laws of Land. Such action will result in the rejection of bid, in addition to other punitive measures.
61. In terms of provision of Section 33(3) of the Insurance Act, 1938, Insurance Regulatory Authority of India (IRDAI) is authorized to verify all such books of account, register, other documents and the data base in the custody of the Service Provider in respect of service outsourced by the Corporation. It shall be the duty of the Service Provider to provide such Documents/statements/information as may be required by IRDAI within such time as may be specified by the IRDAI.
62. In terms of provisions of Section 33(4) of The Insurance Laws (Amendment) Ordinance, 2014, Insurance Regulatory and Development Authority of India (IRDAI) if it considers expedient to do so, may direct any person hereinafter referred to as the 'Investigating Officer', to make an investigation as specified under Sec.33(1) or carry out an inspection as specified under Sec 33(2) of The Insurance Laws (Amendment) Ordinance, 2014, who may examine under oath any Manager, Managing Director or other Officer of the Service Provider or the Service Provider where the services are outsourced by the Corporation.
63. Any dispute arising out of or relating to the Agreement shall be deemed to have arisen in MADURAI and shall be under adjudications of a competent Court in MADURAI only.

64. 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.
65. The 'CORPORATION' in case of need may ask the service provider to provide additional security personnel in or other than the locations mentioned herein below for any specific period, the service provider/contractor has to fulfill the requirement at the prevailing terms and conditions of this contract
66. The service provider/contractor represents and undertakes that:
- a) It has full power and authority to enter into the agreement with expertise to duly perform the services under this agreement.
 - b) 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.
 - c) 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.
 - d) 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.
 - e) Immediately on receipt of the Work Order, the Contractor will supply a list of names of workers with the Bio-data along with photo of all the persons to be deployed under this contract to LIC, MADURAI DIVISION with proper certification that they are satisfied with their bonafides and their necessary verification has been done from the proper authorities.

- f) LIC of India, Madurai Division has the discretion to increase/decrease the number of workers and the duty hours according to need.
 - g) Accordingly, amount payable per month will also increase / decrease.
 - h) LIC of India, Madurai Division reserves the right to expel any worker of the Contractor who is found guilty of misconduct.
 - i) LIC of India, Madurai Division will always have the right to conduct a search of the Contractor's employees, agents and/ or any of their vehicles used for transportation of material while entering / going out of the Office Premises or inside the premises.
 - f) LIC of India, Madurai Division has the discretion to increase / decrease the number of workers and the duty hours according to need.
67. 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.
- 68 (a) 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.
- (b) The Bidder/Tenderer will obtain the PF Number and ESI Number for workers from the appropriate authority and submit a copy of the same to LIC of India, Madurai Division. The Bidder/Tenderer will also obtain ESI Card for their workers from the concerned statutory authority and hand-over the same to the workers under acknowledgement and provide a photocopy of the same to LIC of India, Madurai Division.

69. The monthly bill payment will be made subject to following billing process and service provider/contractor submits the attested photocopies of the following documents:

- a) 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.
- b) Penalty register in respect of Security Guards.
- c) 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 Abolitions) Rules 1971.
- d) Deposit challan showing the individual figure of deposit of contribution of provident fund of employees' and employers share with the appropriate authority.
- e) Deposit challan showing the individual figure of deposit of contribution of ESI of employees and employer's share with the appropriate authorities.
- f) Deposit contribution of provident fund and contributions 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 organization being serviced by the contractor.
- g) Deposit challans or Bank records for having paid Bonus under payment of Bonus Act .

DECLARATION

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

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

Date:

Signature

Place:

Name & Designation

Seal of the Service Provider

ANNEXURE H

AFFIDAVIT

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

I / We, authorized representative of _____, being Indian Company/Sole Trading Company / Partnership Firm/Proprietor, registered under ___ bearing registration no. _____ Having Office at -----

----- do hereby solemnly affirm and state as under:-Whereas Life Insurance Corporation of India, Divisional Office, Madurai has floated a tender for Security Services and in respect of the same, I / we being one of the Bidders, confirm that I / We strictly follow various laws as mentioned in General Instructions and other pages of the tender.

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

I / We confirm that we are neither black listed nor facing any blacklisting from an establishment of Central Govt. or the State Govt or the PSU for breach of agreement.

I / We shall at all time indemnify and keep indemnified the LIC of India against any/all claims of/by its workers including but not restricted to the claims under the Workmen's Compensation Act,1923; payment of Wages Act; Payment of Bonus Act; Employees' Provident Funds & Miscellaneous Provisions Act; Payment of Gratuity Act, Minimum Wages Act, Employees' State Insurance Act or any other Act(s)or statutory modifications thereof or otherwise for or in respect of any claim for damage or compensation payable in consequence of any accident or injury sustained by any worker or other workers of our firm or in respect of any claim, damage or compensation under Labour Laws or any other laws or rules made there under, by any person whether in the employment of our firm.

I / We further state that I / we shall indemnify Life Insurance Corporation of India against all claims, which may be made upon the Life Insurance Corporation of India being Service receiver and it shall be at liberty and is hereby empowered to deduct the amount of any damages, compensation, costs, charges and expenses arising or occurring of any claim of damages, from any sum or sums due or to become due to us. I / We state that Life Insurance Corporation of India has considered my / our bid on the basis of the statement made by me /us in this Affidavit. I / We further state that non- compliance of any provisions, being a statutory requirement, any misstatement made shall be

sufficient reason for Life Insurance Corporation of India to terminate the Agreement and forfeiture of Security Deposit paid by us, besides taking recourse to other legal remedies available in the Agreement.

Signature, Name, Designation and Seal of the service provider

Signed before me

Signature & Seal of Notary

ANNEXURE-I**LIST OF LOCATIONS WHERE SECURITY SERVICES
ARE TO BE RENDERED**

**ALL LOCATIONS ARE TO BE RATED AS CATEGORY “C” EXCEPT
MADURAI AS PER THE NOTIFICATION OF
MINISTRY OF LABOUR, GOVT OF INDIA.**

DETAILS OF SECURITY GUARDS (SKILLED)

Name of the Division. MADURAI

S.No.	Name of the BO/SO D	Security Guard	RELIEVER
1	CBO3,MADURAI.	3	1
2	KARAIKUDI.	3	1
3	CBO1, INVESTMENT BUILDING	6	3
4	DINDIGUL Office premises	4	1
5	RAJAPALAYAM.	1	0
6	VIRUDUNAGAR.	3	1
7	CBO2,MADURAI.	3	1
8	PARAMAKUDI.	3	1
9	PERIYAKULAM.	1	0
10	DEVAKOTTAI.	1	0
11	RAMNAD.	3	1
12	PALANI.	3	1
13	UTHAMAPALAYAM.	1	0
14	SIVAKASI.	3	1
15	SIVAGANGAI.	3	1
16	SRIVILLIPUTHUR.	3	1
17	TALLAKULAM, MADURAI	1	0
18	TIRUNAGAR, MADURAI	1	0
19	ARUPPUKOTTAI.	1	0
20	BATLAGUNDU.	3	1
21	CBO4, MADURAI.	1	0
22	SATTUR.	3	1
23	TIRUPATHUR.	1	0
	SUB TOTAL	55	16

OTHER THAN BO/SO			
1	DIVISIONAL OFFICE	6	2
2	OFFICERS QUARTERS.	3	1
3	RMF3 PANDIKOIL.	3	1
4	RMF,ANNANAGAR.	3	1
5	RMF,SIMMAKKAL.	3	1
	SUB TOTAL	18	6
	TOTAL (95)	73	22

ANNEXURE-J

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/s represented 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. The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting on implementation process related to the contract.
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.
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:-

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.

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 disfavour to any person in relation to the contract of any other contract with the Government.

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.

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.

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.

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.

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.

8. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

9. The BIDDER/Contractor will not commit any offence under the relevant Bharatiya Nyaya Sanhita (Previously 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.

10. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

11. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

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.

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.

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

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.

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 of India 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 (relevant chapters of Bharatiya Nyaya Sanhita) 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 purpose of 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):

- 1. Shri. Arun Chandra Verma, IPS (Retd)
Flat No. C-1204, C Tower, Amrapali,
Plantinum Complex, Sector – 119
Noida (UP)
E-mail id: acverma1@gmail.com**

- 6.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 6.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently. It will be obligatory for him to treat the information & documents of the Bidder as confidential.
- 6.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 6.5 As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the **Executive Director (E&OS), LIC OF INDIA.**
- 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 of India 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 OF INDIA** 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 of India, a substantiated suspicion of an offence under relevant Bharatiya Nyaya Sanhita (Previously IPC)/ PC Act, and the Chairman LIC of India 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.....

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.)

ANNEXURE-K**FINANCIAL BID**

(To be submitted in a separate sealed envelope and marked as “Financial Bid-Tender for Security Services”)

I/We hereby offer the quote after understanding all terms and conditions mentioned in the Tender document

Sl. no.	Particulars	Security Guard (without arm) (Skilled) per person- 8 Hrs duty	Security Guard (without arm) (Skilled) per person- 8 Hrs duty
		"B" class city Rs.	"C" class city Rs.
1	(a) Wages (BASIC +VDA) per day as per Central/State Labour Act (which ever is higher)		
2	EPF @ _____% for 1 day wage		
3	ESI@ _____% for one day wage		
4	Bonus @ _____% as per rules for 1 day wage		
5	Total for 1 day (1)+ (2)+ (3) +(4) - (A)		
6	AgencyCommis sion/	% of (A) above	
		Amount (B)	
7	TOTAL in (5) &(6)		

(To be submitted in a separate sealed envelope and marked as“Finacial Bid-Tender for Security Services”).

Note: Goods &ServiceTax(GST) payable as per existing rules /laws.

For quoting wages, consider the locations as “ Category “B” while quoting EPF , consider the worker as an existing member of the Provident Fund Scheme and not an” excluded employee” as per PF rule. Also EPF for 1 full day wage has to be quoted with out considering the ceiling of monthly wages as the number of working days may differ, But EPF will be paid for the maximum permissible ceiling of monthly wages according to the notification of Government from time to time. While quoting the Bonus, consider the worker is eligible for bonus as per payment of Bonus Act. Further amendment /ceiling of bonus may be taken care while making payment.

Other Conditions:

- Agency Commission/Administrative charges will remain fixed as percentage of (A) above irrespective of any increase /decrease in the rates of wages throughout the tenure of the agreement. The competitive rate (%) of service charge quoted in (6) above will be the base for the final acceptance of the Financial Bid. (wages for 26 days)
- As per Minimum wages Act, it has to provide for a day of rest in every period of 7 days which shall be allowed to all workers and to provide for payment of remuneration in respect of such days of rest. **But the Minimum rates of wages notified as per the Central/State Labour Act include the wages for weekly days of rest.** During the eligible days of rest of each security personnel, tenderer has to provide a reliever and reliever’s wages will be paid @ amount quoted for 1 day in column 7 above((A) + (B))
- Payments will be made for the actual number of days each personnel worked in a month. No payments will be made for the days of their absence.
- EPF, ESI and Bonus etc. to be paid for the personnel employed by the tenderer shall be the responsibility of the tenderer as per statutory provisions and applicable laws and rules.
- Bonus has to be quoted in the Bid as per rules. But LIC of India shall reimburse the Bonus to the vendor yearly once, only after production of statement of Bonus(if any payable). The Bonus paid statement should be submitted in the following month after making payment to the workers.
- No Guard should be given more than one shift per day.

- Adherence to statutory requirements is the sole responsibility of the security agency/ Company.
- Service charge should include contractor's cost towards any OTHER STATUTORY BENEFITS TO SECURITY PERSONNEL not explicitly mentioned in Financial Bid as well as all other expenses likely to be incurred by him FOR PROVIDING the service including cost to be incurred for any equipment, uniforms, identity cards, group insurance and any other items required for rendering the security services as per the terms and conditions of the contract.
- "NIL" Agency Commission or amount lesser than 3% will not be accepted.
- Income tax and TDS under GST will be recovered from the amount payable.
- Minimum wages as per Central/State whichever is higher is to be paid. Copies of both Central & State Governments notifications are to be enclosed.
- This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions of the Contract and undertake myself/ourselves to abide by them

Signature of tenderer / authorised Signatory,

Name:

Designation:

Address:

Date:

Seal of the Firm/Company

ANNEXURE-L

(TO BE FILLED AND KEPT IN TECHNICAL BID ENVELOPE)

**CERTIFICATE REGARDING TURN-OVER OF TENDERER
DURING THE LAST THREE FINANCIAL YEARS**

I / We, M/s. _____, the Bidder/Tenderer for providing Security Services on Monthly Contract Basis, hereby confirm that the minimum Annual Turn-over of the firm/company during the last three financial years i.e., 2021-22, 2022-23 and 2023-24 is Rs. Two Crore or more. The financial year-wise break-up is given below:

Sl.No.	Financial Year	Annual Turnover for the year (Rs. in Crores)
1.		
2.		
3.		

SIGNATURE & SEAL OF THE TENDERER

CERTIFICATE BY CHARTERED ACCOUNTANT

I / We _____, Chartered Accountants, certify that the figures regarding Annual Turn-over for the Financial Years mentioned above in respect of M/s. _____ are true and found correct as per their Books of Accounts and other related records.

SIGNATURE & SEAL OF THE CHARTERED ACCOUNTANT

ANNEXURE-M

(TO BE FILLED AND KEPT IN TECHNICAL BID ENVELOPE)

CERTIFICATE REGARDING CONFIRMATION OF NUMBER OF WORKERS ON THE ROLL OF THE BIDDER/TENDERER AS ON 31.03.2024

I / We, M/s. _____, the Bidder/Tenderer for providing Security Services on Monthly Contract Basis to Life Insurance Corporation of India, Madurai Division, hereby confirm that the total number of Workman on my/our roll as on 31.03.2024 is (No. in figures). The site / firm / contract-wise break up of Workman provided to Firms/Clients are as under:

Sl.No.	Name of Firm/ Company	Address of Firm/ Company to whom services are provided	Number of workers as on 31.03.2024
1.			
2.			
3.			

SIGNATURE & SEAL OF THE TENDERER

CERTIFICATE BY CHARTERED ACCOUNTANT

I / We _____, Chartered Accountants, certify that the figures regarding number of Workman on the roll of M/s. _____, the Bidder/Tenderer for providing Security Services on Monthly Contract Basis as mentioned above is true and found correct as per their Books of Accounts as on 31.03.2024.

SIGNATURE & SEAL OF THE CHARTERED ACCOUNTANT