

## **TENDER NOTICE**

**LIFE INSURANCE CORPORATION OF INDIA,  
DIVISIONAL OFFICE: SHIMLA, E&OS DEPARTMENT,  
BLOCK NO. 14-15, SDA COMPLEX,  
KASUMPTI, SHIMLA-171009 (HP)  
Tel. No. 0177- 2629209, 2629210**

**Ref: DO/SML/015/OS/SECURITY SERVICES TENDER/2025-26**

### **PART-A “NOTICE INVITING TENDER” TENDER DOCUMENT FOR SECURITY SERVICES (UN-ARMED)**

Life Insurance Corporation of India, Divisional Office Shimla invites bids through GeM Portal from reputed licensed Firms/Organizations/Vendors/Companies/Agencies for Security Services (unarmed) for its premises at LIC of India, Divisional Office, Shimla and various branches/Satellite Offices in Himachal Pradesh.

Earnest Money Deposit as per Bid specification in GeM portal.

Period of issue of Tender will be as per GeM

Last date for submitting bid documents will be as per GeM.

The Bid must be completed in all respects and submitted strictly within the date and time as mentioned in GeM portal along with other tender document. Earnest Money Deposit to be submitted as per GeM specification in the Bid.

Sr. Divisional Manager, LIC of India, Divisional Office Shimla reserves the right to accept or reject any or all offers in full/part without assigning any reasons whatsoever. **Decision of the Sr. Divisional Manager will be final, conclusive and binding on the tenderers and the Corporation takes no responsibility for any delay whatsoever for submission of tender after the last date and time given in the schedule.**

Office hours Monday to Friday 10.00 AM to 5.30 PM, (Office will remain closed on Saturdays, Sundays and Public Holidays declared under Negotiable Instrument Act (HP)).

**Date: 04/11/2025**

**Place: Shimla-9**



**Sr. Divisional Manager**



**Sign and Stamp of Bidder**

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COMPANIES/AGENCIES SUBMITTING TENDERS FOR SECURITY SERVICES  
(UN-ARMED)**

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### **PART A: NOTICE INVITING TENDER**

Life Insurance Corporation of India, Divisional Office Shimla (hereinafter called “LIC OF INDIA” or “Corporation”) invites e-tenders under two-bid system through the GeM portal for providing Security Services (Unarmed) at LIC Divisional Office, Block No. 14-15, SDA Complex, Kasumpti, Shimla – 171009 and its branches and satellite offices throughout Himachal Pradesh, for a total number of 68 Security Guards. The period of contract is initially for one year from the date of execution agreement and issuance of work orders after further review and evaluations it can be renewed further with mutual consent of both the parties to agreement for subsequent two years on the same rates, terms and conditions. The Terms and Conditions along with the Tender Notice and all the items mentioned in the table of content i.e. Scope of work, Duties of Security service persons, Tender Schedule and Instructions to bidders, Eligibility Conditions, Technical bid, Financial bid, Affidavit, all other clauses and enclosures will form part of the tender to be submitted by the Bidder to LIC of India.

The applicant or Bidder shall hereinafter be referred to as the Bidder/ Agency/ Service Provider or Contractor as applicable.

#### **Tender Reference: LIC/SHIMLA/SECURITY/2025**

1. Date of Issue: As per GeM
2. Last date for submission: As per GeM
3. Contact: os.shimla@licindia.com | 0177-2629209/2629210
4. Earnest Money Deposit (EMD): Rs. 4,00,000/-, (Four Lakh)
5. Security Deposit: 1032000/ (Ten Lakh thirty-two thousand Only) i.e 5% of contract value (see Section C).
6. The right to accept or reject any application or all applications without assigning any reason lies solely with Sr. Divisional Manager, LIC of India, Divisional Office Shimla.

### **PART B: GENERAL RULES AND INSTRUCTIONS TO BIDDERS**

1. Agencies must have at least 3 years of experience in security services of similar size/scale, preferably with three PSU/reputed Govt./Private clients. (for details please refer Technical Bid Instructions Part “K”).
2. Agency must be registered and provide copies of incorporation documents, PAN, GST, PF, ESI, Labour License, Shops & Establishment, PSARA ACT 2005 and any other statutory registrations.
3. Turnover for each of the last three financial years (2022-23, 2023-24 & 2024-25) must be at least Rs 1.60 Cr., in each of these last three years proven by audited balance sheets.
4. MSME registered firms under NSIC are exempted from EMD on production of valid certificate.
5. Technical and financial bids completed in all respects must be submitted digitally on the GeM portal in given prescribed formats only. Those technical bids which are found to be in order i.e. satisfying all the stipulated conditions for security services shall be short-listed and financial bids of only such short-listed bidders will be opened.



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6. The tender shall be submitted in two parts vide annexures (1) Technical Bid (**Ann-A**) and (2) Financial Bid (**Ann-B**)
7. All relevant declarations, undertakings, and affidavits as listed in Annexures(A-H) are mandatory.
8. Agencies must not be blacklisted/barred by LIC/other PSU/Government organizations.
9. Withdrawal, subletting or cartelling is strictly prohibited and punishable by disqualification and EMD forfeiture.
10. Each page of the tender forms are to be signed & stamped by the Agency. In case of joint ownership, all owners have to sign on all the pages of the bids (Technical and Financial bids). In case of company, only authorized person will sign. In-complete bids and bids lacking in details and without signatures are liable to be rejected.
11. The prospective Agency is advised to inspect the premises where the services are required to be offered and assess for requirements themselves before submission of the tender to understand the existing infrastructure and facilities, existing deployment pattern of personnel, expected requirements of the Divisional Office and the desired level of services which the Agency is expected to render during the contractual period.
12. The prospective Agency may interact with the LIC of India Officials of OS Deptt. DO, Shimla during office hours only from Monday to Friday. Visiting hours will be between 11 A.M to 4.30 P.M. Office will remain closed on Holidays declared under N.I Act in the State of H.P
13. It should be clearly understood and agreed that no relationship of Employer or Employee is created between LIC of India and the Security personnel deployed & providing Security services by the Agency. It will be the responsibility of the Agency Providing Security services to pay wages to its Personnel through NEFT **on or before the 7th of the following month without fail** according to the prevailing rates which shall not be less than the minimum wages approved by Central Government from time to time.
14. Non- Disclosure of Confidential Information will be the sole responsibility of the Bidder for this the Agency shall depute persons of good integrity and honesty who will not divulge information in his possession by virtue of his working with the LIC of India. Agency shall be liable for any loss caused to the LIC of India due to any such wrongful disclosures.
15. The Agency shall not exhibit any signboard, nameplate or advertisement within or outside the LIC of India office premises.
16. Authorized representatives of the Agency shall visit Divisional Office Shimla-9 and meet the administrative officials of OS Department at least once in a month or as and when called for the purpose of quality control.
17. The Agency or his staff shall not indulge in any act which may hamper the peace or serenity of the offices or any other Centre likely to be detrimental to the interests of the LIC of India.
18. The Agency or its staff shall not use the premises, properties, fixtures, fittings of the LIC of India for any purpose other than those expressly provided in the contract. Staffs of the Agency shall not pass their leisure time in the Office premises or use otherwise.
19. The Bidder shall supply torch light with battery to security guards during night duty.



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20. The Bidder/Contractor should ensure that its employees do not smoke, do not use mobile phone unnecessarily Do not indulge in drinking alcohol or any other intoxicants. Do not consume drugs and eat pan/khaini / tobacco etc. Do not play cards or indulge in gambling in the complex.
21. The Contractor shall comply with the written feed-backs, if any, given to it by the Official. All complaints received during normal working hours should be attended to as early as possible. No complaints should be left unattended / postponed.
22. Train the personnel regularly so as to keep them abreast with the use of modern technician of safety behaviors etc.
23. 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 initialed. If there is difference in words and figures, the rates written in words shall be taken for calculation.
24. LIC of India, Shimla Division has an initial requirement of approximately 68 Security Guards (Unarmed) and 10 (Ten) relievers. Out of this we require 30 Security Guards for three shifts and 28 Security Guards for one shift only and 10 relievers. The requirement of office may increase or decrease. The Agency should also be able to provide additional security guards as and when required on the same terms and conditions.
25. The engagement of the Security Guards are purely on temporary basis. The duty hours will be limited to 08 (eight) hours for each security guard. The security agency should provide services of security guards including on Sundays and holidays for our 09 locations having own premises and one rented location at Parwanoo. The duty hours will be limited to 08 (eight) hours for each security guard from Monday to Saturday at 27 locations having rented premises.
26. The security guard should be able to read and write Hindi and also read names and addresses in English. Security Guard should be well conversant with local dialect where he is deployed.
27. The Agency shall ensure that its personnel deputed for carrying out the task specified in PART - E for LIC of India are physically fit to carry out the work under this contract.
28. The Agency shall ensure that its personnel while at the premises of LIC of India for carrying out their obligations under this contract observe discipline laid down by LIC of India. LIC of India shall be the sole judge as to whether or not security Agency and its personnel have observed the same.
29. The Agency should personally and exclusively supervise the work of its personnel so as to ensure that the services rendered under this contract are carried out to the satisfaction of LIC of India.
30. The Agency shall ensure that no watchman/security personnel goes out leave without informing the Agency and LIC of India. In case of any emergency/unforeseen circumstances, watchman may be allowed to go on leave with permission from the Agency. However, the Agency will be liable to provide immediate substitute for the same.
31. Without written permission the personnel of service agency shall not remain permitted to enter or remain in LIC of India premises after completion of their work specified under this contract.
32. The persons deployed by the security agency shall neither claim nor shall be entitled to pay, allowances, perks and other facilities admissible to casual, adhoc, regular/confirmed employees of LIC of India during the currency or after the expiry of the contract or otherwise the persons deployed by the Agency.
33. The Agency shall not be entitled to and will have no claim for absorption nor for any relaxation for absorption in the regular/otherwise service of LIC of India.



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34. It is hereby declared that service Agency is an independent employer and all personnel employed or engaged by the Agency and deputed to carry out the work for LIC of India under the contract is engaged by the Agency at their cost and that they shall remain Agency employees at all times.
35. The Agency shall ensure that its employees report at LIC of India premises as and when required by LIC of India and as informed the Agency by LIC of India from time to time.
36. The Agency will not divulge or disclose to any person, any details of the office operational processes, technical knowhow, security arrangements and administrative/organizational matters as are of confidential/secret nature.
37. The Agency shall be contactable at all times and message sent by phone/email/fax/special messenger from corporation should be promptly responded to in fulfillment of the contract from time to time.
38. The agency shall also ensure the norms prescribed by the Human Rights Commission, Govt. of India, Industrial Dispute Act, Workman's Compensation Act or any such prevailing legislation. The agency has also to ensure that LIC of India is kept harmless and indemnified of any litigation arising out of non-fulfilling of the above norms. If any such non-compliance or violation comes to the notice of LIC of India, it should be the sole responsibility of security agency to rectify it and indemnify.
39. The agency is responsible for due compliance of laws relating to rendering security services, payment of statutory wages to the security guards employed by it including statutory obligations like PF/ESI. The agency is also liable for payment of statutory taxes and duties. The agency has to indemnify against any claim including statutory wages and payments to statutory authorities.
40. The agency has to follow all statutory guidelines issued from time to time from Govt. of India which is binding both to LIC of India and the Agency.
41. The Agency shall duly insure all their persons engaged in pursuance of the agreement against accident, sickness and agree to indemnify LIC of India against all liabilities in this regard. The Agency shall further accept liability and shall indemnify the LIC of India against any liability, claim, proceeding expenses or losses in respect of personal injury of any person whatsoever.



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### **PART C: GENERAL CONDITIONS OF CONTRACT**

1. Agency is fully liable for the compliance of all statutory provisions relating to its staff – wage payments, PF, ESI, GST, bonus, gratuity, and all relevant labour and tax legislation.
2. Agency shall supply two set of Uniforms to Security Guards and all Security Guards must be in uniforms while performing duties. Agency shall issue valid photo-identity cards to each Security Guard.
3. Penalties: For non-uniform, delayed wage payment, insufficient deployment/absentee, or non-compliance – as per terms in the Detailed Tender (e.g., penalty per guard per day, penalty for absent relievers, for details please refer penalty clause. (Part –I)
4. Contract can be terminated by LIC by giving 1 months’ notice; 24 hours for major default. Contractor may request 3 months’ notice. For detail refer “Termination dispute and arbitration” (Part –G)
5. Arbitration: Disputes will be settled by Sr. Divisional Manager, LIC of India, Divisional Office Shimla. whose decision shall be final.
6. Minimum wages are to be paid as per Central Govt. notifications (Area C, Watch and Ward).
7. Administrative/Service charges cannot be less than 3.85% of wage bill (as per GeM and Ministry instructions).
8. No residential accommodation shall be provided by LIC. Agency is responsible for staff discipline at all times.
9. Agency’s relationship is that of contractor, under no circumstance LIC shall be liable for staff-related claims.
10. Statutory Books and Registers (PF, ESI, muster rolls, wage slips, etc.) must be available for inspection as required by authorities or LIC.
11. The Agency must produce relevant documentary evidence as mentioned along with the Application form. Non-disclosure of relevant information or furnishing of incorrect information/documents will result in disqualification of the pre-qualification bid and forfeiture of EMD. The Agency must not have been prosecuted or suffered any penalty for violation of any labor laws by any Labor Authority/Competent Court.
12. The Agency should not be a sub-Agency to any other entity or person nor should have at any time sub-let the contract awarded to the Agency to any other person. Further the successful Agency shall not sublet the contract so awarded.
13. It is particularly agreed that LIC of India, Shimla Division shall in no way be held responsible for any bodily injuries sustained or death of any employee(s) of the Agency. The Agency shall alone be liable to pay all statutory compensations which may be awarded or payable to such employee or his/her dependent. If under any circumstance LIC of India is made liable to pay any such compensation, the Agency will indemnify / reimburse the LIC of India in full extent.
14. The successful Bidder should submit the deed of Agreement/Contract with LIC of India, Shimla Divisional Office duly executed on a non-judicial stamp paper of Rs 500/-, as per the draft conditions provided by LIC of India, within 15 days (maximum) of receipt of intimation as above. Failure to sign and non-submission of deed of agreement and Security Deposit within 15 days of intimation as above may result in the forfeiture of EMD and cancellation of selection as successful Agency. On signing of the agreement, the LIC of India will issue work order and the Agency shall start its work within the stipulated period informed by the LIC of India. The contract has to be notarized at the cost of Agency. However, LIC of India at its discretion may cancel the tender and the decision will be final and binding.
15. LIC of India shall not be responsible for any claim, whatsoever, against the Agency from third party sources including claim, if any, from the men employed by the Agency under this contract.



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16. In the event of failure of the Agency to provide the services or part thereof as mentioned in this agreement for any reasons whatsoever for any particular period, the LIC of India shall be entitled to procure services from other sources for that particular period and the Agency shall be liable to pay forthwith to the LIC of India, the difference of payments made to other sources during that period, besides damages at the rate of payment for the period of failure to providing the services or part thereof.
17. In the event of failure of the Agency/Service Provider fails to release salary to its Security Guards in a timely manner, or is found to be violation of any of the terms and conditions stipulated in this agreement, the LIC of India shall have the right, at its sole direction, to terminate the services of the Service Provider either in whole in or in part, without any prior notice. In such circumstances, the Corporation reserves the right to engage alternate service provider to carry out the remaining services as per the original scope of work. Such substitution may be made with retrospective effect, and all costs, losses, damages, or expensive incurred by the Corporation for such failure or breach shall be recoverable from the security deposit of the Agency/Service Provider including through adjustment against any pending payments.
18. Any obligations under this Agreement which either expressly or by their nature is to continue after termination or expiration of this agreement shall survive and remain in effect.
19. In the event of any loss/damage being occasioned to LIC of India on account of the negligence of the Contractor's employees, the Agency shall make good the loss sustained by LIC of India either by replacement of the material/equipment or payment of compensation. The Agency shall take proper instructions from LIC of India for the execution of the contract at the different places and will faithfully comply with the same during the currency of the contract.
20. The employees/agents of the Agency shall never consider to enjoy any right to enter the premises of LIC of India by virtue of this agreement or otherwise at any time except with the prior permission of the LIC of India.
21. The parties hereto have considered, agreed to and have a clear understanding on the aspects that this Agreement is for providing Security services and is not an Agreement for supply of Contract Labour.
22. The LIC of India shall not be liable for any obligations/responsibilities, contractual, level or otherwise towards Agency's employees/agents or to the said employees/agents directly and or indirectly in any manner whatsoever.
23. In case the location of the premises is/are changed where Security services are being rendered, the agency and the personnel deployed by it shall render their services at new premises on the same terms and conditions as agreed herein.
24. Similarly, the services of the Security Guards deployed at in a particular location are no more required, the agency and the personnel shall have no claim whatsoever for redeploying them.
25. That the employees/personnel of Agency rendering the services under this Agreement shall never be deemed to be the employees of the LIC of India in any manner whatsoever and shall not be entitled for employment, salary/wages, damages, compensation or anything arising from their deployment by Agency for rendering the said services.
26. The personnel employed by the Agency should preferably be in age group 18 (Minimum) to 60 (Maximum) years and should be of sound mind and good health. The Bidder/contractor shall ensure medical checkup of all the personnel deployed by him, periodically as well as whenever necessary, at his own cost.
27. Security Guard can be from any category i.e MALE/FEMALE/EXSERVICEMAN.
28. In case the workers engaged by the Agency have any grievances, they will take it up with the Agency without creating any disturbances in the campus/premises of LIC of India. Under no circumstances agitation means are to be resorted to by the workers of the Agency. The Agency will be solely responsible if the workers engaged in misbehave or creates disturbances.



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29. The Agency shall, in case of any theft during tenure of contract agreement, will lodge FIR with Police, conduct their investigation and submit the report findings to LIC of India. The Agency shall also be responsible to pursue the theft case with police and related authorities.
30. The Security personnel of the Agency shall be only Indian nationals preferably bonafide Himachali and their character and antecedents should be checked by the Agency without fail. The Agency should submit the KYC documents of the Security personnel employed with LIC of India offices, and not later than 15 days from the date of deployment of person (s) at their risk and consequences.
31. Nothing herein contained shall purport or operate to declare, assign limit or extinguish whether present or in future in favour of the Agency any right, title interest whether vested or contingent in the LIC of India Premises that vests with the LIC of India and the Agency hereby agrees that the LIC of India Premises is the property of the LIC of India that vests in the name of LIC of India.
32. Nothing herein contained shall be construed to create any tenancy in contractor's favour, of any of the LIC of India's premises, properties or belongings and the LIC of India may of its own motion, upon the termination of the contract, re-enter and retake and resume and retain absolute possession of the LIC of India's belongings, both movable and immovable.
33. Any failure or omission on the part of the LIC of India at any time to exercise any of its rights under the terms of the contract, shall never be construed as "waiver" and shall in no way impair or affect the validity of the terms and the rights of the LIC of India to enforce its right at any time subsequently, with retrospective effect.
34. If necessary, the security guards deployed by the Bidder/Contractor may also be called upon to perform any Security duties in addition to those explicitly stated in this tender. The Bidder/Contractor shall ensure due compliance of such instructions, issued from time to time, by authorities of the Corporation.
35. Nothing in this tender shall be deemed to create any Partnership, Joint Venture, Agency between CORPORATION and the Bidder/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 Bidder/Contractor is an independent entity and not an employee, agent, associate or authorized representative of Corporation. The Bidder/Contractor is not authorized to undertake any obligation or liability in the name of or on behalf of Corporation whatsoever.
36. Nothing in this tender shall by implication or expression be taken to mean or imply that any of the persons deployed by the Bidder/contractor for rendering security services are employees of the Corporation or deployed by the Corporation. **The Bidder/contractor shall deploy workers Who shall be in his sole employment and he shall be solely and wholly responsible for their acts, salaries, wages, remunerations or any other statutory liabilities or other payments. Under no circumstances shall the Corporation be liable for any payment or claim or compensation (including but not limited to compensation on account of injury, death or termination). In case any liability falls on the Corporation for any reason, the Bidder/contractor shall keep the Corporation indemnified against the same.** In order to give effect to this, the Contractor shall incorporate suitable clause in the appointment letters to be issued to his workers mentioning that the workers are employees of the Bidders/Contractors.
37. The Bidder/Contractor will be responsible for all members of the staff deployed by him and shall submit police verification of their antecedents. A certificate to this effect along with police verification reports, shall be furnished by the Bidder/Contractor to the Corporation before deployment of the staff. Further, in respect of the workers deployed at the Corporation's premises, the Bidder/Contractor shall submit details such as Names, appointment letters issued by the



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Contractor, age proof, address proofs & police verification reports. The Bidder/Contractor shall ensure that the character and antecedents of the security guards deployed by him are duly verified before such deployment.

38. The Bidder/Agency shall not deploy for Security Services of any Family Members / wards of family members of any serving/retired/resigned/deceased employees of the Corporation.

#### **PART D: DETAILS OF LOCATIONS AND DEPLOYMENT**

LIC of India, Divisional Office, Block No. 14-15, SDA Complex, Kasumpti.

Branch & Satellite Offices: Full list as per Annexure C, to cover all towns/locations under Shimla Division.

Total Guards: 68 Security Guards (Unarmed). It can be increased or decreased as per the office requirement.

Duty Duration: 8 hours per shift. 3 shift/day coverage in own premises including rented premises at BO Parwanoo. In rented premises, only one shift of 08 hours. Duty rosters and relievers (wherever required) to be maintained so that there is no shortfall at any time. For detail please refer annexure mentioning Locations.

1. The minimum requirement of personnel is mentioned in Annexure-C. Duty hours of each personnel shall be 08 Hours. The number and duty time may vary in future depending upon the requirement of LIC of India. If the number of personnel falls short of that specified and absentees are not taken care of by substitution, a penalty of Rs. 500/- will be deducted per day per absentee besides deduction of wage on pro rata basis from the Agency bill. An Attendance Register of the personnel is to be maintained by the Agency which should be produced for inspection on demand.

#### **PART E: SCOPE OF WORK AND DUTIES OF SECURITY PERSONNEL**

1. Safeguarding movable/immovable properties, records, assets, vehicles, cash, and other valuables from theft, fire, pilferage, sabotage, etc.
2. Access control: Prevent unauthorized entry of persons/vehicles/animals.
3. Maintaining visitor registers; handling incoming and outgoing property.
4. Night and day patrolling, vigilance on suspicious activity.
5. Emergency response: fire, medical, police incident handling (including fire-fighting basic training, rescue/evacuation procedures).
6. Care of electrical/water installations; reporting breakdown/leaks/damage.
7. Ensuring discipline, confidentiality, and non-disclosure at all times.
8. All directions issued by authorized LIC officers or as per updated written manuals.
9. Preventing unauthorized additions or alternations in the premises carried out by outsiders or tenants or employees and reporting the matter to the authorized designated officials.
10. Performing duties like pumping of water by operating pumps, noting of water meter reading etc.
11. Checking that all door/gate window ventilators in the case of office building are properly closed after office hours, locking of the main door at night, checking at night that the other electrical lights and air conditioners and other electrical gadgets are properly switched off, whenever necessary.



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12. Checking that all water taps in the toilets/bathroom etc. in the case of office building are properly closed during and after office hours, locking the toilet/bathroom door at night.
13. In case of theft or damage to the property or any untoward incidents or unusual occurrence, informing the same to Security Officer/Authorized Designated Officials.
14. Accepting letters, couriers received after the office hours during the tenure of the duty and signing for them and handing over the same to the inward mail receiving section.
15. Wherever required taking care of keys under his custody and handing over them to the relieving watchman or any other authorized person.
16. Ensuring that no person has remained inside the premises while locking office.
- 17. Taking the following precautions against fire at the time of closing hours of the office: -**
  - a) To switch off the electrical heaters, hot case, electrical lights and air conditioners and other electrical gadgets.
  - b) To switch off gas cylinders and other such appliance used in the office premises.
  - c) To check that no inflammable items such as petrol, kerosene etc. are lying in the premises.
  - d) To see that no cigarette or beedis ends are left smoldering.
  - e) To see that all waste paper is removed from the office premises and stored properly in the room meant for it.
- 18. Taking the following action in case of fire: -**
  - a) To raise alarm and muster assistance from neighboring building or passerby.
  - b) To contact immediately fire brigade and the police.
  - c) To try to put out the fire by using the fire extinguishing appliances available.
  - d) To inform immediately the head of the office or the head of the establishment and the security officer.
19. Preventing persons from writing, pasting posters etc. on the wall and compound of the property or otherwise disfiguring the same.
20. The security guard shall maintain visitor registers and shall place the same before the Authorized Officials for verification.
21. The security guard should not leave the place of duty under any circumstances unless and until his reliever/substitute joins or properly relieved i.e. signing in handing over/taking over register.
22. Any other task which may be required to be done keeping in mind the interest of LIC of India.
23. The watchmen shall be punctual in performing his duty. They shall take leave only with the prior permission from the Agency. They shall perform the duties in full uniform. They shall not report for duty under influence of drinks or intoxicants or smelling of drinks. Partaking of intoxicants or alcoholic drinks while on duty or in the premises of LIC of India building is strictly prohibited. They shall not smoke while on duty. They shall not relax or sleep while on duty. The safeguard against doping they shall not accept food, drinks, pan, suparies, beedies/cigarettes or any form of injection or tablets from any person unknown to them while on duty or prior to reporting for duty. The watchman on duty shall not leave their place of duty without being properly relieved by another watchman so that at no time an office or establishment is left unguarded. The watchman in LIC office shall perform their duty on their feet most of the time.



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24. They must stand alert during the following hours: -
  - a) Half an hour before and after opening of office.
  - b) Half an hour before and after lunch time of office.
  - c) Half an hour before and after close of office.

During these periods they shall remain very observant and inquisitive about suspicious individuals and abnormal activities. They must discharge their duties without fear.
25. They shall not allow any outsider to enter the office premises before or after close of office hours or week days and at any time on Sundays and Holidays without the specific sanction of the authorized person/s. The watchman shall interrogate and check any outsider or any employee found behaving in a suspicious manner while entering or leaving office premises at any time, even during office hours for any unauthorized article that he/she may be carrying. The watchman may even check the briefcase, bags etc. if any, carried by such person/s.
26. They shall not allow any Hawkers/Vendors other than those granted permission to enter the office premises either during before or after office hours. In case of authorized Hawkers/Vendors, their admit cards shall be checked before allowing them the entry. The watchman shall not allow any person to carry any article out of the office without any authority such as Gate Pass etc. The watchmen shall enter the name and details of the visitors in the visitor's book which shall be provided by LIC of India.
27. The watchmen after short period of employment should become conversant and be able to recognize employees working in their office so that the movements of LIC of India employee during working hours are not restricted. The watchmen shall obey orders and instructions given by the authorized person/s from time to time.
28. The watchmen shall be fully conversant with the Telephone Numbers (Official/Residential, if any) of the following. A list of such numbers will be provided to the watchman by the concerned office: -
  - a. Head of Office
  - b. Senior Officers of the Office
  - c. Nearest Police Station
  - d. Fire Brigade
  - e. Ambulance
  - f. Water supply
  - g. Electricity Department

In case of any untoward incident, the watchmen shall telephone the Head of the Office or other officers of the office. They will also telephone the police and ask for help if necessary.
29. They shall not allow any unauthorized person to use LIC landline telephone numbers.

#### **PART F: WAGES & PAYMENT TERMS**

1. Bills to be submitted by the 7th of the month for preceding month's wages and statutory deposits, with all supporting documents as listed.
2. % of Administrative/Service Charges are fixed for the contract period. All statutory charges (EPF, ESI, GST, Bonus, etc.) must be supported by valid challans/documentary proofs.
3. The Service Agency must ensure that the wages to the Workers are paid within the stipulated time period as provided under relevant Rules & Regulations / Law/ Statute in force. The Agency will not link the payment of wages to the workers with settlement of his bills by the LIC of India. The Agency has to first pay the wages to the Workers and then put up bill for payment. 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 tender/contract. The monthly bill payment will be made subject to the Agency submitting the attested photocopies of the following documents:



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- (i) Muster Roll/Attendance sheet of the workers signed by the Agency for the month on the format prescribed in the Contract Labour (Regulation and Abolition Act, 1970) along with Contract Labour (Regulation and Abolition) Rules, 1971.
  - (ii) Salary sheet for the month showing receipt of the wages on the format prescribed in the Contract Labour (Regulation and Abolition Act, 1970) along with Contract Labour (Regulation and Abolition) Rules.
  - (iii) Deposit Challan showing the individual figure of deposit of contribution of provident fund of Employees and employer's share, with the appropriate authority.
  - (iv) Deposit Challan showing the individual figure of deposit of contribution of ESI of employees and employer's share, with the appropriate authority.
  - (v) Deposit of contribution of provident fund and contribution of ESI of employees and employer should be with a challan separately for LIC of India. It should not contain the contribution of PF and ESI of employees of other organizations being serviced by the Contractor.
4. The Agency shall raise the invoice/bill and LIC of India agrees to pay such Invoices /bills within 15 working days of receipt and acceptance of the invoice/bill, as per terms and conditions of the tender/contract. All payments to the Agency shall be made by NEFT subject to deductions, withholding of all applicable, taxes and charges from time to time in force.
  5. During the CONTRACT PERIOD, if the rate of minimum wages payable to the personnel deployed by the Agency increases as per Central/State Government Notification for Minimum Wages and if the increase extends beyond the agreed rate, then the LIC of India shall increase the accepted rate to the extent of the difference amount only and the agreed rate shall be deemed to have been modified accordingly. No other increase in the amount quoted by the successful Agency shall be entertained on any account during the period of the contract. The Agency have to submit additional Bank Guarantee/Security Deposit as mentioned above for the difference of amount so increased due to increase in minimum wages.
  6. Billing and payment will depend on actual number of persons deployed & actual number of days /specified working hours of working of each attendant/Area of work .
  7. The billing and payment will depend on actual number of personnel deployed and number of days by the Agency and their stipulated wages. The Contractor will be paid on monthly basis by NEFT/RTGS only for the services rendered during the particular month for which he shall submit the bill for the agreed amount latest by 7<sup>th</sup> of the following month along with proof of remittance (copy of challan) of EPF,ESIC of the previous calendar month along with list of employees for whom the amount stands remitted . The list shall mention all the particulars like name of security guards , amount credited (with bifurcation like BASIC+VDA+EPF+ESIC(as per rule),Bank name ,Bank Branch and Bank account number .
  8. TDS at the prevailing rates will be deducted.
  9. The Contractor shall alone bear all taxes, rates, charges and levies or claims whatsoever as may be imposed or levied by the State/Central Government(s) or any local body or authority for and in connection with rendering services except Goods and Services Tax (GST) raised by Contractor in the monthly bill & same will be paid by Corporation along with the other agreed charges for the services of Security.
  10. All the taxes which the Corporation may be liable to deduct or called upon to so deduct, during the currency of the Contract which are liable to be paid by the Contractor under the law, if not paid, shall be set-off against the bills raised by the Contractor and paid to the respective government department(s) or authorities as may be required under law and the Contractor shall have no claim/objection in respect of any or all such payments.



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### **PART G: TERMINATION, DISPUTE, AND ARBITRATION**

1. Any dispute arising out of or in connection with this agreement or shall be referred to the Sr. Divisional Manager, LIC of India, Divisional Office Shimla, whose decision shall be final and binding. The jurisdiction shall lie in Shimla. The Agency shall not raise any question upon jurisdiction and competence of the Sr. Divisional Manager to act as sole arbitrator.
2. LIC of India reserves right for termination for default, subletting, misrepresentation, or for any breach of statutory responsibilities (as detailed under General Conditions).
3. This contract is subject to Shimla Jurisdiction only in the matter of settling disputes arising out of interpretation of the above terms and conditions.
4. In the event of the Agency not fulfilling the conditions of the Contract and the work order, LIC of India reserves the right to forfeit the Security deposit placed with LIC of India herein above mentioned, in part or in full and to take such other decision as may be required in the interest of the LIC of India. The decision of the LIC of India shall be final and binding on the Agency in this matter.
5. The LIC of India reserves the right to Remove/ Black list Agency for a period of five to ten years for any deviation from the agreed Terms and Conditions if any activity is observed which is detrimental to the interest of the LIC of India. However, any order of blacklisting or removal shall be passed after offering a reasonable opportunity of hearing/show cause to the agency concerned.
6. LIC of India can terminate this Agreement by giving one 30 days' written notice to the Agency without assigning any reason and without payment of any compensation, thereof. However, the LIC of India can give only a 24 hours' notice for termination of this Agreement to the Agency when there is a major default in compliance of the terms and conditions of this Agreement or the Agency has failed to comply with its statutory obligations. In that eventuality the Agency will move out of the premises of the LIC of India with his men and material immediately. This discretion of termination of this Agreement by the LIC of India will be exercised judiciously since the Agency is rendering the essential and utility services. The decision of the Sr. Divisional Manager, LIC of India, Divisional Office Shimla in this regard shall be treated as final and binding on the Contractor.
7. If during the contract period and/or during extended period of contract the Agency expresses his inability to continue the contract it will be treated as breach of contract and the LIC of India reserves the right to forfeit the performance security deposited by the Agency. If Agency commits breach of any covenant or any clause of this agreement, the LIC of India may send a written notice to the Agency to rectify such breach within the time limit specified in such notice. In the event the Agency fails to rectify such breach within the stipulated time, the agreement shall forthwith stand terminated and the Agency shall be liable to the LIC of India for losses or damages on account of such breach and Security Deposit shall be forfeited.
8. The agreement may be terminated forthwith if the Agency becomes insolvent, ceases its operations, dissolves, files for bankruptcy or bankruptcy protection, appoints receivers or Agency enters into an arrangement for the benefit of creditors, and in that case LIC of India shall have the right to immediately terminate the Agreement.
9. Either party's liabilities for any charges, payments or expenses to the other party which accrued prior to the termination date shall not be extinguished by termination and such amounts (if not otherwise on an earlier date) shall be immediately due and payable on the termination date.



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10. If at any time, during the operation of this Agreement or thereafter the LIC of India is made liable in any manner whatsoever by any order, direction or otherwise of any Court, Authority or Tribunal to pay any amounts whatsoever in respect of or to any of the present or ex-personnel of the Agency or to any third party, the Agency shall immediately pay to the LIC of India all such amounts and costs also and in all such cases events the opinion of the LIC of India shall be final and binding upon the contractor. The LIC of India shall be entitled to deduct any such amounts as aforesaid, from the security deposit and or from the pending bills of the Agency and if such amount is not fully recovered, the LIC of India shall be entitled to recover the balance amount through legal recourse.
11. Immediately on completion/termination of the contract, the security personnel, shall peacefully vacate the premises and handover to the LIC of India all articles, equipment's, furniture and other fixtures belonging to the LIC of India and entrusted in its custody and shall remove all its stores and effects. The LIC of India reserves the right to forfeit the security deposit in case of misappropriation without assigning any reason.
12. The LIC of India reserved the right to ask the Agency to dismiss from the work any person/employee immediately who may in the opinion of the Competent Authority of LIC of India Shimla DO be unsuitable or incompetent or who may misconduct himself/herself and such person shall not be again employed or allowed to work in campus, and the Agency is bound to suitably replace the staff so dismissed within a week of such communication.
13. Upon breach by the Agency of any of the terms and conditions governing the Scope of the Tender and/or upon the Agency failing to comply with the directions/orders issued/passed by the local Municipality/Corporation the Government of HP, the Union Government or any other Competent Authorities and /or upon the Agency failing to comply with the requisitions issued by the LIC of India and /or if in the opinion of the LIC of India, the Agency is not performing the Security services activities in a satisfactory manner and /or if the Agency is adjudicated insolvent and/or fails to make any arrangement with his creditors and /or if any attachment or execution is levied on any of the property of the Agency, the Scope of the Tender shall be liable to the terminated.
14. Whenever the Scope of the Tender is terminated by the LIC of India for any default or deficiency in service, the Agency shall not be entitled for any compensation whatsoever.
15. If any Complaint received in writing against the Contractor/service agency i.e. less payment of wages is paid by the Agency and not abiding by the tender for engagement of the duty, etc. then it will be viewed seriously and if found this complaint truthful then action will be initiated for violating breach of contract.
16. In the event of earlier termination of the Contract by either party or on expiry of the contract, The Agency/Service Provider shall be continuing to providing services on the same terms and conditions as provided in the contract till such time as Corporation, is able to make any alternative arrangements even if Corporation has agreed in writing to allow the contractor to discontinue earlier.



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## **PART H: COMPLIANCE WITH STATUTORY PROVISIONS**

1. Agency must have and present all licenses and registrations required by law – Central/State Labour Acts, PF, ESI, GST, PAN, MSME, PSARA, Shops & Establishment, etc.; must produce these upon demand.
2. Affidavits confirming compliance/blacklisting, and indemnifying LIC for any breach are required (formats given in Annexures G/H).
3. Agency is responsible for all insurance, compensation, injury claims, or other liabilities of their staff while on duty.
4. The Agency shall ensure the compliance of all provisions of **Contract Labour Act (Regulation and abolition Act 1970), Minimum Wages Act 1948, Payment of Wages Act 1935, Payment of Wages (Amendment) Act 2019, ESI Act (1948), Employees Provident Fund and Misc. Provisions Act (1952), The Child Labor (Prohibition and Regulation) Act 1986** and such other statutory enactments, amended from time to time. Any Rules and Regulations promulgated by the Government and Local Bodies, coming into force that may apply to the contract shall be the sole responsibility including any liability on account of non-compliance or violation thereof. The Agency shall also comply with all the requirements of laws with regard to provision of labour and ensure that an appropriate License from State/Central Labour Commissioner is obtained. In the event of any liability of any nature whether relating to statutory compliances or payment of wages or otherwise, is saddled on the LIC of India with regard to Personnel engaged and deployed by the Agency providing Security services, the LIC of India shall be entitled to recover the same from the EMD/ Security/Revoking Bank Guarantee/running bill held with the LIC of India. The Agency would undertake to indemnify and to make good the loss to the extent to the LIC of India, failing which the LIC of India shall be within its right to take appropriate action in law for recovery of the said amount.
5. The successful bidder shall give an Affidavit on **Notarized Stamp paper of Rs.100/-** that they are complying with the provisions pertaining to various Acts as amended from time to time as mentioned below. It will be the sole responsibility of the Contractor to abide by the provisions of the following Acts as to the workers deployed by him for performance of the service.
  - a. 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.



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6. In terms of provision of Section 33(3) of the Insurance Act, 1938, as amended by the Insurance Laws (Amendments) Ordinance, 2014, Insurance Regulatory Authority of India (IRDAI) is authorized to verify all such books of account, register, other documents and the data base in the custody of the Agency in respect of service outsourced by the LIC of India. It shall be the duty of the Agency to provide such documents/statements/information as may be required by IRDAI within such time as may be specified by the IRDAI.
7. In terms of provision of Section 33(4) of the Insurance Act, 1938, as amended by the Insurance Laws (Amendments) Ordinance, 2014, Insurance Regulatory Authority of India (IRDAI) if it considers expedient to do so, may direct any person hereinafter refer to as the “Investigating Officer”, to make an investigation as specified under Section 33(1) or carry out an inspection as specified under Section 33(2) of the Insurance Laws (Amendment) Ordinance 2014 who may examine under oath any Manager, Managing Director or other Officer of the agency where the services are outsourced by the LIC of India.
8. An affidavit sworn by the Proprietor or Managing Partner, Director or person heading the Agency that they have no criminal antecedents, never black listed and no case filed for any misconduct by any client from any Govt. /Semi Govt. or any PSUs or company of repute and shall not place any security personnel with criminal antecedents to be enclosed.
9. The Agency submitting the tender shall be deemed to have read and understood the terms and conditions, scope of work and quote accordingly.
10. The Agency shall have to give a written undertaking as and when asked by the LIC of India that it has complied with all the statutory obligations regarding wage payment as per statutory clause of Labour Act and copy of such challans/receipts/list also has to be submitted.
11. The Bidder Should have valid license issued under Private Securities Agencies(Regulations), Act 2005.
12. The Bidder who is L-1 will have to open their Office/Liaison Office within 10 KM radius from the LIC of India, Divisional Office Shimla.



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### **PART -I : PENALTY CLAUSES**

1. The agency must ensure payment of wages to all its staffs latest by 7<sup>th</sup> of the following month without waiting for the settlement of their bills from LIC of India, failing which a penalty of Rs. 500/- per day will be recovered from the monthly bill at DO level subject to maximum as decided by Competent Authority. In addition to this, the vendor will be liable and compensate for any legal/statutory action initiated and penalty imposed to LIC of India.
2. Rs. 500/- per day for absentee guards without substitution, wages to be deducted on pro data basis.
3. Two sets of uniform (Shirt/Pent/Cap/Shoes) and Rain Coat is mandatory Should be provided within 15 days of awarding the tender and deployment of Security Guards. The Security Guards must be in uniform on all working days while performing duties, failing Rs. 500/- per day for such period may be imposed /deducted as penalty.
4. If the schedule as laid out in the scope of work is not adhered to by the contractor, a penalty of Rs.200/- per day will be imposed.
5. The Earnest Money Deposit paid by the Agency is liable to be forfeited if after submitting the Tender, the Agency withdraws and/ or modifies its Tender or if the successful Agency fails or neglects to furnish the Security Deposit.
6. In case the Agency fails to cooperate or where after verification it is revealed that Agency does not meet with the criteria as laid down in the Tender Document or has misquoted any information, then the bid would be considered as non-responsive and the financial bids will not be considered, and the EMD so deposited shall be forfeited.
7. In case the successful Agency refuses to sign the agreement within the prescribed time, a notice shall be served to them by giving seven days' time to fulfill the conditions and sign the agreement, failing which his EMD amount lying /retained with us shall be forfeited without any further correspondence and they will be deemed to have abandoned the work. Sr. Divisional Manager, Divisional Office Shimla will be the competent authority to refund / forfeit the EMD amount. LIC of India, Shimla, Divisional Office, will inform the successful Agency, by letter sent through Courier/Registered Post/E-mail, along with a draft contract for the above services.
8. The Corporation reserves the right to withhold bills if the contractor fails to produce the proof to having remitting ESI and PF dues .. For such default Rs 1000/ per day will be imposed upon agency.

### **PART-J: EMD & PERFORMACE SECURITY DEPOSIT.**

1. The Agency is required to deposit Earnest Money Deposit of the amount of **Rs. 4,00,000/- (Four Lakh)** through NEFT. In case of unsuccessful bidder, the Earnest Money Deposit paid by the bidder shall be refunded without interest within 30 *days from the* Date of Work order/Acceptance Letter issued to the successful Agency. For Successful Agency, EMD can be adjusted towards security Deposit. MSMEs registered in NSIC under single point registration are exempted from EMD on production of valid document.
2. Bank details for NEFT in Bank A/C of is mentioned below: -

**Bank Name: AXIS BANK LTD.**

**Address of Bank: Durga Cottage, Kasumpati, Shimla-171009**

**Name of Bank Account: LIC of India(I) Div. Office Current A/c No. I**

**Account No.: 050010200001175**

**IFSC No.: UTIB0000050**



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3) Successful Bidder must deposit performance Security Deposit for Rs.1032000/- Rupees (Ten Lakhs thirty two thousand only) (being 5% of the Bid value) in the form of either demand draft/ Banker's cheque or Bank Gurantee through Scheduled Banks located in Himachal Pardesh. This performance security if in the form of D/D / Banker Cheque must be deposited in a/c of Life Insurance Corporation of India payable at Shimla within 15 days of after receipt of the communication about selection as successful Tenderer/Bidder. This Security Deposit paid by the successful Bidder will be retained by the LIC OF INDIA without interest.

3) This performance security will be refunded without interest within 2 months after completion of the contract subject to recoveries, if any, towards outstanding dues/charges/compensation /penalties. In the event failure of the successful Agency to comply with this requirement, LIC of India, Divisional Office Shimla reserves the right to cancel the award of contract with forfeiture of the Earnest Money Deposit and performance security deposit paid by such Agency.

4) If the rate of minimum wages payable to the personnel deployed by the Agency increases as per Central/State Government Notification for Minimum Wages and if the increase extends beyond the agreed rate, then the LIC of India shall increase the accepted rate to the extent of the difference amount only and the agreed rate shall be deemed to have been modified accordingly. The Agency have to submit additional Bank Guarantee/Security Deposit as mentioned above for the difference of amount so increased due to increase in minimum wages.

5) Exemption of Earnest Money will be given only to the MSME/NSIC registered bidders. Exemption of EMD will only be given to the holder of certificate of Registration under Micro Small and Medium Enterprises Development Act, 2006. Also bidders claiming exemption from EMD need to mention Entrepreneur Memorandum number & produce copy of Acknowledgement of Entrepreneur Memorandum or single point registration certificate. In case MSME is owned by SC/ST Entrepreneurs, attested true copies of SC/ST certificate issued by District Authority needs to be submitted.

#### **PART-K TECHNICAL BID INSTRUCTIONS**

1. Any Bidder submitting the tender shall be deemed to have read and understood the terms and conditions, scope of the work etc. and quoted accordingly.
2. The Bidders should ensure and confirm that they have the entire mandatory compliance certificates/ registrations/license under various applicable laws including labour laws applicable under contract labour act applicable for center and state . The Bidder shall ensure that none of his employees are paid salary / wages which are less than the prescribed amount under the Minimum Wages Act 1948 by the Government of India, for the category of workers employed by them from time to time. The Bidder should comply with various provisions of Contract Labour (R & A) Act 1970 and Central Rules 1971 and other related Acts should enclose the copies of the following:
  - a. License from Labour Commissioner to employ contract labour under the Contract Labour Act.
  - b. Registration certificate under Employees Provident Act. (Under the Jurisdiction of H.P.)
  - c. Registration under Employees State Insurance Act. (Under the Jurisdiction of H.P.)
  - d. Latest Income tax clearance certificate wherever applicable and PAN Card as per rules.
  - e. GST registration Certificate.



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- f. Attested Copies of Audited Balance Sheets for the past 3 F.years (F.Y.2022-23, 2023-24,2024-25)
- g. Attested copies of past 3 years I.T. return (F.Y.2022-23,2023-24,2024-25)
- h. NEFT details
- i. Valid MSME certificate required, if applicable. (For EMD exemption)
- j. Registration certificate under PSARA ACT ,2005.
- k. Others Statutory Documents whenever required and applicable.

The Bidder should not have defaulted in providing similar services and should not have been black-listed with any office of LIC of India, /Divisional Office Shimla or any other establishment. The Bidders should have proper tools & machineries for providing Security Services under jurisdiction of LIC of India, Divisional Office Shimla.

3. The Bid shall be signed by a person or persons so authorized by the Bidder. In case, the Bidder is a Company. Each page of the tender has to be duly signed and stamped, failing which bid is liable to be rejected.
4. Buyer organization specific integrity pact shall have to be compiled by all the bidders. Signed copy of Integrity pact have to be submitted with the Bid.
5. Agency should note that their bids will remain open for consideration for a minimum period of 90 days from the date of opening of Technical Bid. The financial bids will be opened only if at least two Technical Bids are found suitable. In case single Financial Bid shall not be opened. It may be noted that no negotiations will be carried out, and therefore most competitive rates should be offered.
6. EMD exemption will be as per GeM exemption rule.
7. The Bidder or any of its partners/directors/Proprietors should not have any family Members and wards of family members serving/retires from the LIC of India.
8. The Agency must have an establishment /office in Himachal Pradesh at the time of application of tender and should have vast presence in Himachal Pradesh. The Bidders should have experience of at least 3 years i.e. from 2022-23 onwards in providing Security Services in any Government /Public Sector undertaking /any organization of repute with at least one existing work order in the said organization providing security services through a minimum number of 50 security persons in the state of HP.
9. Satisfactory service certificates should be enclosed from any one of the bidder's existing major clients with details of contact person, Telephone No. email etc.
10. Conditional tenders will not be accepted. Agency will have to submit unconditional acceptance of terms and conditions enclosed with tenders.
11. Any modification/ Corrigendum to tender or extension of tender submission period shall be uploaded on the website of LIC OF INDIA and in Gem portal and shall not be published in any news Paper.
12. Our Estimated Bid value is approx. 2.06 Cr. Therefore, the bidder must have successfully executed/completed at least one single order of 80% of the Estimated Bid Value or 2 orders each of 60% of the Estimated Bid Value or 3 orders each of 40% of the Estimated Bid Value for similar service (s) in the last three years to any Central/State Govt. Organization/PSU/Public Listed Company. The Bidder should have sound financial capacity/credit worthiness acceptable to LIC of INDIA. (Attach Copies)
13. LIC reserves the right to increase/decrease the number of Security Guards over and above the Bid.
14. Once the bids are closed, we will technically evaluate all the bids and incomplete bids will be rejected. The Financial Bid of qualified technical bidders only will be opened on the GeM portal and if more than one L-1 are there, we will select the bidder as L-1 as per existing GEM rules/Conditions/Options.
15. Rates of wages to be quoted in Financial Bid (Annexure-B) 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.
16. In case the administrative service charges or agency commission quoted by the Service Provider



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- are found to be less than 3.85% of the minimum wages (Basic+VDA+EPF +ESI) as per laws, tender is liable to be rejected. Therefore, the bidder should quote minimum 3.85% agency commission on the minimum wages as per laws while applying in the bid.
17. The Bidder should have minimum 100 Man Power on their payroll as on 31.03.2025.
  18. The Bidding Agency must be based in Himachal Pradesh and should be registered with EPFO & ESIC under the respective Regional Offices located in Himachal Pradesh. Relevant documentary proof must be submitted along with the Bid
  19. After scrutiny of the technical bids, in order to satisfy itself about the nature and quality of services rendered by the Agency, LIC of India may depute its Officer (s) or authorized representative to visit the Institute/Establishments mentioned by the Agency and to verify about a proper establishment with adequate staff and infrastructure. Besides, LIC of India may also arrange for verification of any document/ testimonial submitted by Agency in support & compliance of technical criteria as laid down in the tender document. It will be mandatory for the Agency to extend full cooperation to LIC of India so that necessary verification is completed without any delay.

**DECLARATION (to be signed by Bidder)**

I/We hereby declare and certify that I/we have fully read and understood all the items mentioned in table of contents i.e. scope of work, all terms and conditions, statutory and other requirements, technical bid conditions Financial bid conditions etc. as contained in the Tender Document for providing security services to LIC Shimla Division/Kasumpti Branch. All information stated is true and correct and any misrepresentation may lead to forfeiture of contract and blacklisting.

**Place:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Signature, Name, Seal of Agency**

**PART L: - FORCE MAJEURE**

i) The Contractor shall not be liable for forfeiture of its performance, security deposits, penalty or termination for default, if and to the extent that delays in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include, but are not limited to, Acts of God or of public enemy, Act of Government of India in their Sovereign capacity, Acts of War, Pandemic, epidemics, Fire, Floods, Strikes, lock-outs and freight embargoes.

ii) If a Force Majeure situation arises, the contractor shall promptly notify Divisional Office, LIC of India, Shimla, in writing of such condition and causes thereof, within seven (07) working days. Unless otherwise directed by Divisional Office Shimla, in writing, the Contractor shall continue to perform its obligation under the contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the FORCE MAJEURE event.

The Force Majeure condition may also be applicable to LIC in unforeseen extraordinary situation such as a pandemic, requiring certain action (including cancellation of the tender, contract) to be taken by the Competent Authority which are not covered by the Contract and such actions taken due to these unforeseen, extraordinary situations will have to be accepted by the contractor.



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**ANNEXURE-A**

**APPLICATION FORM FOR TENDER (Technical Bid)**

**Profile of the Tenderer/Agency**

Name of the Agency/Firm/Vendor/Bidder (In Block Letters)	
Status of the Agency. (whether Sole Proprietorship/Firm/Pvt. Co./any other)	
Date of incorporation /Establishment	
Correspondence address, Telephone No. & E-Mail ID	
Address of Head Office, (If Separate) and Telephone No.	
Names of the Partners /Directors/Owner Name of Executive with his present addresses and	
Name of the Authorized Person to sign the tender (Attached proof)	
Weather you have office in Himachal Pradesh? If yes, give Address & Contact No., email, location	
Telephone Nos. Name of Contact person with Designation who would be calling on us and attending to our jobs .	
Name of Chief Executive with present addresses and Telephone Nos.	
Contact/Phone No. Name of your Bankers with Addresses & telephone Nos.	
Bank Account No. Account type: (Savings Account, Current Account, etc.)	
Name of Bank and Branch	
Bank MICR Code, Bank IFSC Code. <b>(Copy attached)</b>	
Total number of security staff/Man Power on roll (as on 31.03.2025)	
PAN (Individual Card in case of Proprietorship OR Firm's PAN card in other cases.	
TAN No. <b>(Copy attached)</b>	
GSTN No. <b>(Copy attached)</b>	
PSARA ACT 2005 (Attach copy)	
License No. under Contract Labour (Regulation & Abolition) Act, 1970 & Contract Labour (Regulation & Abolition) Central Rules, 1971. <b>(Copy attached)</b>	



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ESI Registration No. & Regional Office <b>(Copy attached)</b>	
EPFO Registration No. & Regional Office <b>(Copy attached)</b>	
Registration under MSME/NSIC or the District level authority, if any	
Whether holding certificate under Shops & Establishment Act duly renewed (copy should be enclosed)	
State the latest Income Tax Assessed year and the amount of Tax assessed (Copies of last 3 years, IT Returns, Balance Sheets and Revenue A/C to be enclosed) (Attach copy)	
Turn over for last three Financial Years: FY 2022-23(Attach copy) FY 2023-24(Attach copy) FY 2024-25 (Attach copy)	
Enclosed latest Income Tax clearance Certificate	
Are you agreeable to make deliveries to LIC of India's Offices within and outside of Shimla as & when so directed?	
Are you agreeable to abide strictly by the Terms and Conditions of the Tenders and Contracts <b>(copy annexed)</b>	
If your firm is empaneled with any office of LIC of India or any other PSU (Central), please give name and address	
Name, Addresses and Telephone Nos. of some of your most valued clients <b>(Separate List may be attached)</b>	
Approximate value of your output per year	
Mention any other specialties of your establishment	
Performance Certificate issued by clients in the same nature of work during last three years <b>(Enclose attested copy)</b>	

LIST OF ORGANIZATIONS/PERSONS TO WHOM SECURITY SERVICES ARE BEING RENDERED PRESENTLY AND DURING THE LAST THREE FINANCIAL YEARS ALONG WITH SATISFACTORY CERTIFICATE PROOF						
PERIOD OF CONTRACT		NAME OF ORGANISATION	TYPE OF CONTRACT	NO. OF MANPOWER DEPLOYED	VALUE OF THE CONTRACT (IN CR.)	ADDRESS OF THE ORGANISATION
FROM	TO					
2025	CONTD..					
2024	2025					
2023	2024					
2022	2023					



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<b>Past Experience in the field Security Services</b> (Please enclose testimonial on the above) You can use additional sheets, if required				

<b>Annual turnover during the last three financial years (Enclose copies of last three years audited financial statements duly signed and stamped by C.A)</b> (Average turnover not to be less than Rs. 1.60 Cr for providing manpower for Security in various offices under Shimla Division.			
<b>Year</b>	<b>2024-25</b>	<b>2023-24</b>	<b>2022-23</b>
Turnover in Cr.			

Note: - Please type this form or fill it legibly in ink. If space provided is insufficient, please type or write the replies on a separate sheet giving appropriate question number and attach it to the form. Bidder can create extra column and extra sheet in support of their evidence. All the pages of application form and documents must be signed with seal. The Agency shall maintain all registers required under various Acts, which may be inspected by the LIC of India as well as the appropriate authorities at any time.

**Signature with Seal & Date**



**Sign and Stamp of Bidder**

**Attested Copies of all the above documents must be attached along with application form**

Particulars of Tender Fee/EMD:-

(1) Amount of EMD **Rs. 4,00,000/-** deposited vide UTR No. \_\_\_\_\_ Date: \_\_\_\_\_

Note: Please type this form or fill it legibly in ink. If space provided is insufficient, please type or write the replies on a separate sheet giving appropriate question number and attach it to the form. All the pages of application form and documents submitted must be signed with seal.

### DECLARATION

I/We \_\_\_\_\_ request LIC of India, Divisional Office : Shimla to consider my/our application and Tender for the above mentioned category. We agree with all terms and condition and to give full satisfaction to the LIC of India in the event of their doing so.

Dated at..... this ..... day of 2025

Signature with Seal Name & Designation

**Note: The LIC of India reserves the right to cancel the tender of the firm/Agency/Agency at its absolute discretion without assigning any reason.**



**Sign and Stamp of Bidder**

## Annexure-B

### Financial Bid for Security Services

#### QUOTE RATE AS PER RULES Of Central Govt. Ministry of Labour & Employment

Minimum Wages shall be based on the prevailing Central Act<sup>e</sup> w.e.f. 01.10.2025 which is Rs.760/- per day per personnel. (As per latest Government Notification No 1/16 (5)/2025 - LS-II, Dated 25.09.2025 or as per Latest Revision, if any)

#### **Charges per month for One Security Guard “Watch & Ward”**

#### **AREA “ C” Staff Un-armed/Unskilled**

Basic + VDA per day as in Central Labour Act. w.e.f. 01/10/2025	For Security Guards in offices of Himachal Pradesh- <b>C Class locations</b>	
<b>Rates in Rs.</b>	<b>For Offices in Shimla Division</b>	
<b>Components</b>	<b>Charges for One unskilled person per month (8 Hours) For 26 DAYS</b>	<b>Charges for ONE Reliever Minimum for 12 DAYS</b>
	<b>A</b>	<b>B</b>
1) Minimum wages ( @760/- per day)		
2) EPF as per Central Government Guidelines @13% (Max. Rs. 1950/-)		
3) ESI as per Central Government Guidelines @3.25%		
<b>4) Total (I)</b>		
5) Minimum Administrative/Service Charges @ 3.85%		
6) GST @18%		
<b>7) Total</b>		
<b>8) TOTAL ANNUAL COST OF ALL PERSONNEL (Addition of 7 (A+B))</b>		



Sign and Stamp of Bidder



Note:- Bifurcation of rate mentioned in the above should be given in the above mentioned format taking into account minimum wages approved by the Central Government (copy of latest Notification to be enclosed) for basic rates and Variable Dearness Allowance payable to employees employed in category of watch and ward Area “C” for unskilled workers. Bidder must provide bifurcation of the components of quoted value (i.e. rates per attendant per day, statutory payments, Service charges, GST and other liabilities ) while quoting the same over GeM portal . If bidder fails to provide aforementioned bifurcation the corporation reserve the right to call statement of such bifurcation.

**Note:-**

1. It shall be presumed that each of the tenderer shall be liable to make payments of minimum wages and other statutory liabilities and will claim the same. Thus the administrative/service charges shall be the deciding parameter for the award of the contract and the bidder shall be required to quote only total administrative / service charges.
2. Administrative/ service charges quoted by the contractor should not be less than 3.85 %. If a firm quotes ‘less than 3.85 % charges the bid shall be treated as unresponsive and will not be considered. if more than one L-1 are there, we will select the bidder as L-1 as per existing GEM rules/Conditions/Options.



**Sign and Stamp of Bidder**

## ANNEXURE- C

### DEATIL OF LOCATION OF DEPLOYMENT & Number of tentative Security PERSONNEL

#### ADDRESSES OF UNITS (OWN PREMISES)

SN	NAME OF THE OFFICE	CODE	ADDRESS	NO. OF PERSONES REQUIRED FOR 8 HRS.	NO. OF RELIEVER REQUIRED	TOTAL
1.	DO SHIMLA	D015	SDA Complex, Block No. 14-15, P &GS, Kasumpti, SHIMLA-171009	3	1	4
2.	SHIMLA-I	BO_166	LIC OF INDIA OF INDIA JEEVAN JYOTI THE MALL, SHIMLA-1	3	1	4
3.	SOLAN	BO_338	HIMUDA COM. COMPLEX, SAPROON, SOLAN, HP-173211	3	1	4
4.	BILASPUR	BO_16F	PLOT NO. 3 & 4, HOUSING BOARD COLONEY, BILASPUR, HP	3	1	4
5.	KULLU	BO_16C	HOUSING BOARD COMPLEX, BIASA MOAR, KULLU, HP-175101	3	1	4
6.	PALAMPUR	107	JEEVAN JYOTI BUILDING, NEAR IPH OFFICE, PALAMPUR, DISTT.KANGRA, HP- 176061	3	1	4
7.	NURPUR	15B	JEEVAN JYOTI, NIYAZPUR, NURPUR DT. KANGRA, HP-176202	3	1	4
8.	D/SHALA	145	OPP WAR MEMORIAL CIVIL LINES DHARMSALA, DT KANGRA HP 176215	3	1	4
9.	NALAGARH	15C	Jeevan Jyoti, H.B.A. NO-139/3, Opp. Police Station, Baddi Road, Nalagarh, HP-174101	3	1	4
10.	PARWANOO	15E	HPMC ROAD, SECTOR 2, PARWANOO, DISTT SOLAN, HP- 173220	3	1	4
			TOTAL	30	10	40

#### ADDRESSES OF UNITS (RENTED PREMISES)

SN	NAME OF THE OFFICE	CODE	ADDRESS	NO. OF PERSONS REQUIRED FOR 8 HOURS
11.	SHIMLA-II	BO_15A	THROACH BHAWAN, DINGU MANDIR ROAD, SANJAULI SHIMLA-171006	1
12.	CAB SHIMLA	BO_15H	OLD SBI BUILDING, LAKKAR BAZAR SHIMLA, HP-171001	1
13.	ROHRU	SATL_15A	JANKIDASS COMPLEX, A.AC PARK, ROHRU DT. SHIMLA -171207	1
14.	ARKI	SATL_338	PATHAK NIWAS, VPO ARKI, DT. SOLAN, HP	1
15.	SARKAGHAT	SATL_16F	SO SARKAGHAT, DISTT. MANDI, HP-	1



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16.	MANALI	SATL_16C	SNOW MOUNTAIN BUILDING, MANALI, DT. KULLU, HP	1
17.	SUNDER NAGAR	BO_16S	CTPC BSNL BUILDING ROPA,SUNDERNAGGAER-175002	1
18.	KARSOG	Satl_16S	SUNRISE BUILDING VPO & TH KARSOG DT MANDI HP	1
19.	MANDI	BO_167	Durga Cottage Near GPO, Mandi- 175001	1
20.	JOGINDER NAGAR	Satl_167	SO LIC OF INDIA Of India Near Hotel UHI Joginder Nagar, Distt. Mandi, HP-176120	1
21.	HAMIRPUR-I	BO_13B	Branch Office, Satya Shopping Complex, New Road Hamirpur, HP – 177001	1
22.	BARSAR	Satl_13b	GARLI CHOWK, THE. BARSAR, DISTT.HAMIRPUR, 174305	1
23.	HAMIRPUR-II	BO_1161	BRANCH OFFICE UNIT 2 HAMIRPUR, HP-177001	1
24.	NADAUN	Satl_1161	TRIMURTI MARKET, JAWALAJI ROAD NADAUN, DT. HAMIRPUR-177033	1
25.	CLIA HAMIRPUR	BO_CLIA1161	SO CLIA SUHARU COMPLEX DAYANAND CHOWK HAMIRPUR, HP-177001	1
26.	DEHRA	15F	NEAR INSPECTION KUTEER,. JAL SHAKTI VIBHAG, DEHRA GOPIPUR-177101	1
27.	BAIJNATH	Satl1_107	PANDOL ROAD, NEAR BUS STAND BAIJNATH, DT KANGRA-HP	1
28.	JAISINGH PUR	Satl2_107	KACHHAL JAGIYAN, LIC OF INDIA OF INDIA, JAISINGHPUR, DISTT. KANGRA.HP	1
29.	JAWALI	Satl_15b	Main Bazar-Lubh-Kehrian, P.O.Makran,Teh. Jawali, Distt. Kangra HP-176023	1
30.	KANGRA	15J	LIC OF INDIA OF INDIA, JAI HOTEL BUILDING, KANGRA HP- 176001	1
31.	RAMPUR	16R	AKHARA PARISAR,RAMPUR BUSHESHR, DT. SHIMLA, HP-172001	1
32.	REKONGPEO	Satl_16R	CFATARIA ROOF, RECKONGPEO, DISTT. KINLAUR,172107	1
33.	PARWANOO	15E	HPMC ROAD, SECTOR 2, PARWANOO, DISTT SOLAN, HP- 173220	1
34.	PAONTA SAHIB	15D	C/O Sh. Guru Gobind Singh Complex, Paonta Sahib, Distt. Sirmour,HP- 173025	1
35.	NAHAN	16A	HOTEL CITY HEART, FIRST FLOOR, NEAR CHOWGAN, NAHAN, HP	1
36.	AMB	15G	UNA ROAD AMB, HP- 177203	1
37.	UNA	13D	ABOVE SBI MOHALLA GURUSAR UNA, HP-174303	1
38.	CHAMBA	13H	LIC OF INDIA OF INDIA NEAR NAYYAR PALACE UPPER JULLAKARI DISTT. CHAMBA, HP- 176310	1
			<b>Total</b>	<b>28</b>



**Sign and Stamp of Bidder**

**Annexure “D”**

**PRE CONTRACT INTEGRITY PACT**

**General:**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on..... day of the month of .....2025 ,

between, on one hand, the Life Insurance LIC of India 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. (hereinafter 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 “AGENCY /SELLER/BIDDER/CONTRACTOR” which expression shall mean and include, unless the context otherwise requires, his successors

WHEREAS the BUYER proposes to procure (Name of the Stores/ Equipment/Item) and the AGENCY/Seller is willing to offer/has offered the stores and

WHEREAS the AGENCY 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 at a competition price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling AGENCYs 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.



**Sign and Stamp of Bidder**

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:  
Commitments of the BUYER

- 1.1** The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the AGENCY, either themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting on implementation process related to the contract.
- 1.2** The BUYER will, during the pre-contract stage, treat all AGENCYs alike and will provide to all AGENCYs the same information and will not provide any such information to any particular AGENCY which could afford an advantage to that particular AGENCY in comparison to other AGENCYs.
- 1.3** All the officials of the BUYER will report to the appropriate “CVO” 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 AGENCY 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 AGENCYS:**

- 3.** The AGENCY commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following: -
  - 3.1** The AGENCY 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.



**Sign and Stamp of Bidder**

- 3.2** The AGENCY 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 favor or dis favor to any person in relation to the contract of any other contract with the Government.
- 3.3** Foreign AGENCYs shall disclose the name and address of their Indian agents and representatives in India, and Indian AGENCYs shall disclose their foreign BUYERs or associates.
- 3.4** AGENCYs shall disclose the payments to be made by them to their agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5** The AGENCY further confirms and declares to the BUYER that the AGENCY 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 AGENCY, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6** The AGENCY, 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 officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7** The AGENCY will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8** The AGENCY will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.



**Sign and Stamp of Bidder**



- 3.9** The AGENCY will not commit any offence under the relevant India penal code (IPC) /Provision of corruption (PC) act. Further 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 AGENCY also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10** The AGENCY commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11** The AGENCY shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12** If the AGENCY or any employee of the AGENCY or any person acting on behalf of the AGENCY, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the AGENCY's firm, the same shall be disclosed by the AGENCY at the time of filing of tender. The term 'relative' for this purpose would be as defined in section 6 of the Companies Act 1956.
- 3.13** The AGENCY 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.

#### **4. Previous Transgression**

- 4.1** The AGENCY 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 AGENCY's exclusion from the tender process.
- (Signature of Agency with Seal)**
- 4.2** The AGENCY agrees that if it makes incorrect statement on this subject, AGENCY can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **5. Earnest Money (Security Deposit):**

- 5.1** While submitting commercial bid, the AGENCY shall deposit an amount **Rs. 400000/- (Four Lakh Only)** to be specified in RFP/Tender) as Earnest Money as applicable/Security Deposit, with the BUYER through any of the following instruments:
- (i) Bank Draft of Pay Order in favor of LIC OF INDIA.



**Sign and Stamp of Bidder**

- (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
  - (iii) Any other mode or through any other instrument (to be specified in the RFP/Tender).
- 5.2** The Earnest Money /Security Deposit shall be valid up to the complete conclusion of the contractual obligations to the complete satisfaction of both the AGENCY and the BUYER, including warranty period, whichever is later.
- 5.3** In case of the successful AGENCY a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to violation of this Pact. No interest shall be payable by the BUYER to the AGENCY on Earnest Money/Security Deposit for the period of its currency.

## **6. Sanctions for Violations:**

- 6.1** Any breach of the aforesaid provisions by the AGENCY or any one employed by it or acting on its behalf (whether with or without the knowledge of the AGENCY) 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 AGENCY. However, the proceedings with the other AGENCY(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 AGENCY.
  - (iv) To recover all sums already paid by the BUYER, and in the case of an Indian AGENCY with interest thereon at 2% above the prevailing Prime Lending Rate of State Bank of India, while in case of a AGENCY from a country other than India with interest thereon at 2% above the LIBOR (London Inter Bank Offer Rate). If any outstanding payment is due to the AGENCY from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.



**Sign and Stamp of Bidder**

- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the AGENCY, in order to recover the payments, already made by the BUYER, along with interest to cancel all or any other contracts with the AGENCY. The AGENCY 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 AGENCY.
  - (vi) To debar the AGENCY 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 AGENCY(s) to any middleman or agent or broker with a view to securing the contract.
  - (viii) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the AGENCY, the same shall not be opened.
  - (ix) 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.
- 6.2** The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this pact also on the Commission by the AGENCY or any one employed by it or acting on its behalf (whether with or without the knowledge of the AGENCY), of an offence as defined in chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3** The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the AGENCY shall be final and convulsive on the AGENCY. However, the AGENCY can approach the Independent Monitor(s) appointed for the purposes of this Pact.
- 7. Fall Clause:**
- 7.1** The AGENCY undertakes that it has not supplied/is not supplying similar product/systems/items or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or subsystems/items was supplied by the AGENCY to any other Ministry/Department of the Government of India or PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the AGENCY to the BUYER, if the contract has already been concluded.



**Sign and Stamp of Bidder**

## **8. Independent Monitors:**

- 8.1** The BUYER has appointed (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission. Name and address of the Independent Monitors.
- (1) Shri Jose T. Mathew, IFS (Retd)  
House NO. 37/930, EBRAHIMPILLAI LANE  
Via KAKKANAND, Thrikkakara-682021, Dt: Ernakulam-Kerala  
Email address: [itmat507@gmail.com](mailto:itmat507@gmail.com)
- (2) Sh. Sanjay Kumar Srivastava, IAS(Retd), C-II 2475, VASANT KUNJ, NEW DELHI-110070, Email: [Srivastava.sk001@gmail.com](mailto:Srivastava.sk001@gmail.com)
- 8.2** 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.
- 8.3** 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 Agency as confidential.
- 8.4** Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5** As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the Authority designated\*\* by the BUYER.
- 8.6** The AGENCY(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the AGENCY. The AGENCY 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 AGENCY/Subcontractor(s) with confidentiality.
- 8.7** 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.
- 8.8** The Monitor will submit a written report to the designated authority\*\* of BUYER /Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER /AGENCY and, should the occasion arise, submit proposals for correcting problematic situations.



**Sign and Stamp of Bidder**

## 9. 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 AGENCY. The AGENCY shall provide necessary information and documents in English and shall extend all possible help of the purpose of such examination/inspection.

## 10. Law and Place of Jurisdiction:

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

**(Signature of Agency with Seal)**

## 11. 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.

### Validity:

**12.1** The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the AGENCY/Seller, including warranty period, whichever is later. In case AGENCY is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract. **12.2** 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.

**13.** The parties hereby sign this Integrity Pact at..... on.....

BUYER AGENCY

Name of the Officer:

CEO

Designation

Deptt./MINISTRY/PSU

Witness

1..... 1.....

2.....

(\* Provisions of these clauses would need to be amended/deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.)

(\*\* Please specify the "Name of Authority" in place of "Authority Designated" where

**ANNEXURE-E**



**Sign and Stamp of Bidder**

## **Declaration by the Bidder**

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

Signature of the Agency with Seal.

Name:

Designation:

Address:



**Sign and Stamp of Bidder**



**ANNEXURE – F**

**UNDERTAKING ENCLOSED WITH TECHNICAL BID**

We hereby confirm that we have not been black listed/terminated or being prosecuted by law or cancellation of the contract in the mid-way of tenure by any Corporation or PSU/BFSI Organization/Govt./Semi. Govt/Quasi Govt./any company of repute or client during last three years and as on date of submission of bid in response to the above

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

**Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2025.**

**Authorized Signatory with Seal.**

**Signature Name:**

**Designation.**



**Sign and Stamp of Bidder**

**ANNEXURE-G**

**AFFIDAVIT**

(To be given on Stamp Paper of Rs. 100/- and Notarized by Agency)

I/We certify that I/we have read the terms and conditions of the tender. I/We undertake that it is my/are responsibility to ensure that being the employer in relation to persons engaged/deployed by me/us to provide the services/activities under this tender as well to make the payment of monthly wages/salary which in any case shall not be less than the minimum wages prescribed under the Minimum Wages Act, 1948 as notified/revised by the Chief Labour Commissioner(Central), Ministry of Labour and Employment, Govt of India, or any other local authority whichever is applicable and payment of compensation for overtime/weekly off/National Holiday/any other Holiday as applicable and amended from time to time. I/We will also comply with the requirements of various statutes, relevant to this contract, such as Contract Labour (Regulation and Abolition) Act, 1970 and any changes thereto, Contract Labour (R&A) Rules, 1971 any changes thereto, EPF Act, 1952; ESI Act, 1948; The Industrial Disputes Act, 1947; The Equal Remuneration Act, 1976; Employees Compensation Act, 1923; Workmen Compensation Act, 1923; The payment of Bonus Act, 1965; Payment of Gratuity Act, 1972; Child Labour (Prohibition and Regulation) Act, 1986, workman compensation Act, 1923, Labour & Employment Act, 1972, Industrial Employment (Standing) Order Act 1946, Minimum Wages Act, 1948, PASARA ACT, 2005, The Insurance Laws (Amendment) Act 2015, Provisions of IRDA circular ref:- IRDA/Life/CIR/GLD/013/02/2011 dated 01.02.2011 as applicable and as amended from time to time and/or any other rules framed there under from time to time by the Central/State Govt. and/or any authority constituted by or under any Law for the category of persons deployed by me/us.

I/We also have a valid License under Contract Labour (R&A) Act, 1970 to engage contract labour for providing Security services as mentioned at jurisdictional area of Shimla Division of LIC of India. Certified that I/We have fully read and understood the tender document comprising Notice Inviting Tender, General Conditions, Scope of Work, all annexures attached thereto etc. and forming a part of the tender document.

I/We undertake to abide by the terms and conditions as laid down in the tender document and the annexures as stated above in case the scope of tender is allotted to me/us.

I/We, authorized representative of \_\_\_\_\_ being India Company/Sole Trading Company/ Partnership Firm, registered under \_\_\_\_\_ bearing Registration No. \_\_\_\_\_ having office at \_\_\_\_\_ do hereby solemnly affirm and state as under:

Whereas Life Insurance LIC of India, Shimla DO has floated a tender for Security Services and in respect of the same. I/we being one of the Agency confirm that: -

I/We confirm that we are neither black listed nor facing any blacklisting from an establishment of Central Govt. or the State Govt. of the PSU for breach of agreement. I/we shall at all-time indemnify and keep indemnified LIC of India against any/all claims of/by its employees 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 and 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



**Sign and Stamp of Bidder**

in respect of any claim for damage or compensation payable in consequence of any accident or injury sustained by any worker or personnel of our firm or in respect of any claim, damage or compensation under Labour Laws or any other laws or rules made thereunder by any person whether in the employment of our firm.

I/We further state that I/we shall indemnify LIC of India against all claims, which may be made upon LIC of India being employer 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 me/us.

I/We state that LIC of India will consider 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 LIC of India to terminate the contract, besides taking recourse to other legal remedies available in the Contract.



**Sign and Stamp of Bidder**