



LIFE INSURANCE CORPORATION OF INDIA

Divisional Office: Jeevan Prakash, M G Road, PB No. 1133
Ernakulam, Kochi – 682011, Ph: 0484-2362361
E-mail: os.ernakulam@licindia.com

Tender for Hiring of Watch and Ward Services (without arms)

LIC of India, Ernakulam Division, intends to hire the services of interested reputed Agencies/ Firms/ Organisations for Watch and Ward Services (without arms), for its premises at Divisional Office “ Jeevan Prakash”, M G Road, Ernakulam- 682011, and for its Branch Offices, Staff Quarters, Guest Houses etc. at different locations in Ernakulam and Alappuzha Districts, under Two bid system (Technical Bid and Financial Bid).

For complete details and Tender documents, please contact OS Department, 3rd Floor, LIC of India, Divisional Office, MG Road, Ernakulam-682011 between 11.00 am and 3.30 pm on working days (Monday to Friday) **OR** log on to www.licindia.in/tenders and click “ Tender for Watch and Ward Services-Ekm- 02-2025-26- Ernakulam Division ”.

LIC of India reserves the right to accept or reject any or all offers in full / part without assigning any reason whatsoever.

Last date for submitting bid documents is up to 03.30 pm on 22/04/2026.

Ernakulam,
30.03.2026

Senior Divisional Manager



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TENDER SCHEDULE :

Name of Service	Providing Watch and Ward Services at various locations in Ernakulam and Alappuzha Districts under L I C of India Ernakulam Division
Man power requirement	Approximately 51 Nos. which may be increased or decreased as based on change in requirement at each location.
Tender Fee	Rs. 590/- (Rs.500/- plus Rs.90/- GST@18%) in the form of a Demand Draft/Pay Order issued by a Nationalised Bank favoring Life Insurance Corporation of India, payable at ERNAKULAM OR Cash Receipt for the same amount paid at our cash counter. The tender shall be treated as invalid if Tender Fee is not paid.
Earnest Money Deposit (EMD)	Rs.30,000/- (Rupees Thirty Thousand Only) in the form of a Demand Draft/Pay order issued by a Nationalised Bank favoring Life Insurance Corporation of India, payable at ERNAKULAM. The tender shall be treated as invalid if EMD is not paid.
Tender Documents	Tender forms can be obtained from 30.03.2026 (between 11.00 am to 3.30 pm on week days except Saturday, Sunday and Holidays) on payment of non-refundable tender fee of Rs.500/- + Rs.90/- (GST @ 18 %) (Rupees Five Hundred Ninety Only) in Cash or by Demand Draft on any Nationalized/Schedule Bank in favour of “Life Insurance Corporation of India” payable at Ernakulam at the cash counter at Divisional Office, Ernakulam. The Miscellaneous Receipt (MR) issued by our cash counter is to be enclosed with the Technical Bid. For the tender forms down loaded from our website the Demand Draft/Bankers Cheque for Rs.590/- payable at Ernakulam is to be enclosed with the Technical Bid.
Date of sale of Tender Documents	From 11.00 AM on 30.03.2026 to 03.30 PM on 22.04.2026 [except Saturdays, Sundays and Holidays]
Last date & Address for Submission of Technical Bid	Last Date: On or before 03.30 PM on 22.04.2026 Address: E&OS Department, L I C of India, Divisional Office, 3rd Floor, “ Jeevan Prakash”, M.G. Road, Ernakulam - 682011
Date and time of opening the Technical Bid	22.04.2026, 04.30 pm at LIC of India, Divisional Office, Ernakulam
Date and time of pre-bid meeting	10.04.2026 at 04.30 pm at LIC of India, Divisional Office, Ernakulam
Date of opening of Financial Bid	Shall be intimated later to the Service Provider who qualifies in Technical Bid.
Contract Period	Shall be initially for a period of one year from the date of awarding the contract, which may be extended for a further period of two years on year to year basis at the discretion of LIC of India and on consent of the Service Provider at the same terms and conditions if the performance of the Service Provider is found satisfactory to LIC of India. All mandatory rules enforced by the Government will be applicable
Notice period for termination of contract.	One month, if LIC of India intends to terminate the agreement and Three months, if the Service Provider intends to terminate the agreement.
Validity of Tender	180 days from the date of opening the Technical Bid.



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Eligibility Conditions

1. The Bidders/Tenderers should have an establishment / office with good infrastructure in Ernakulam OR shall open an office in Ernakulam on selection, and have their **Head Office in Kerala State and should have at least One (1) running work contract in any organizations (Financial organization, Government/Public Sector undertaking/ Private organizations) in Kerala, engaging a minimum of 15 personnel for their Watch & Ward Services.**
2. The tenderer should have a,
 - a. valid license issued under Private Securities Agencies(Regulations) Act, 2005.
 - b. Registration
 - c. certificate under Employees Provident Fund Act
 - d. Registration under Employees State Insurance Act
 - e. Shops and Establishment registration certificate
 - f. Labour License- Contract Labour (Regulation And Abolition) Act, 1970 and Contract Labour (Regulation and Abolition) Central Rules, 1971.
 - g. Valid GST registration certificate.
 - h. MSME registration certificate, UDYAM (if applicable).
 - i. Wage roll of minimum 300 workers as on 31.03.2025
3. The Tenderer should have valid Provident Fund/Professional Tax/ESIC/Goods and Service Tax/Shops and Establishment (if applicable) Registration.
4. The Tenderer should have minimum **5 years** experience of dealing in the field of providing Watch and Ward service to reputed organizations and the said experience should be under the present registered name and PAN of the tenderer's concerned entity. This apart the tenderer should also have an average turnover of minimum Rs. **5 Crores** during last 3 financial years. The Firm/Agency should be a profitable company during the last 3 financial years, i.e 2024-25, 2023-24 and 2022-23 and should have not incurred loss during the last 3 years. Net worth Certificate shall have to certify by Chartered Account with valid UDIN. For the said purpose the tenderer shall declare in the form of an affidavit his/its/their, details of prior work experience since the date of commencement of the work along with his/its/their CA's. The Tenderer should report showing the turnover for the requisite period as mentioned above have sound financial capacity/credit worthiness acceptable to LIC of India.
 - 4(a). The Bidder has to submit their Solvency Certificate. (Certificate in original issued by any Nationalised / Scheduled Commercial Bank.)



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4b). The Bidders should have proper tools and equipments for providing Watch & Ward services at office premises.

5. The Tenderer should not have been black listed in past by any Institute/PSU/Govt. Organization. The Tenderer should not have rescinded /abandoned any Security Agreement awarded by any of his clients before expiry of prescribed period of Agreement.

6. The Tenderer should not have been at any time declared insolvent or convicted for any offence and should not have been prosecuted or suffered any penalty for violation of any Labour law or any other law by any court or any other Government Authority.

7. The Tenderer should not have suffered at any time any disqualification of any nature not enumerated here in above to render the Security Services

8. The Tenderer shall submit only one tender either by himself or as a partner in joint venture or as a member of consortium or as Director of a company/firm. If a bidder or if any of the partners in a joint venture or any one of the members of the consortium or Director of a company/firm or Related parties as contemplated in Section 2(76) of the Companies Act, 2013 participate in more than one bid, all their Bids are liable to be rejected.



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**Checklist of Self Attested copies of documents to be enclosed
along with Technical Bid:**

1	Service Provider Registration/Incorporation-certificate
2	Certificate under Shops & Establishment Act, duly renewed
3	License under Agreement Labour (Regulation& Abolition) Act, 1970
4	Agreement (Regulation& Abolition) Central Rules,1971.
5	License Issued under Private Security Agencies (Regulations) Act 2005.
6	Permission of Police Authorities for operating Security Service Provider
7	Copies of documents related to status of the Firm (Individual/Sole Proprietor/Partnership/Company).
8	Proof for PF/EPF Registration number
9	Proof for ESI Registration number
10	TAN Copy
11	PAN Copy
12	Copy of Registration Certificate of Goods and Service Tax
13	Income Tax Returns for the last 3 financial years
14	Audited Final Accounts, Balance sheets, Profit and Loss Statements for the last three financial years.
15	Work orders confirming number of persons employed by the Bidder as on 31/03/2025
16	Affidavit as per Annexure E on stamp paper of value Rs 200/-
17	Bank Account Details for NEFT with a Cancelled cheque leaf or copy of Bank Passbook
18	Signed copy of latest minimum wages notifications by Central/State Govt for Watch & Ward (without arms) along with undertaking to abide by the Labour Act.
19	One copy of tender document (all pages) with all annexures, each page duly signed and sealed by the firm.
20	Declaration on the firm's letter head that bidder has understood all the points in the tender documents and undertake to abide by these terms and conditions.
21	Undertaking in the form of an affidavit on stamp paper of value Rs.200/-, that requisite training as per s.9 of the PSARA Act, 2005, and as mentioned in Rule 4 of the Kerala PSARA, Rules, 2022, was given to the guards.
22	Undertaking in the form of an affidavit on stamp paper of value Rs.200/-, that police verification for every person deployed as guards as per the tender is completed by the agency, before deploying the said guards.
23	ISO-9001 Certificate (quality management System (QMS), ensuring consistent service delivery, professionalism and operational risk management) granted to the security agency.
24	Undertaking that every guard deployed as per this tender shall fulfill necessary conditions stipulated under section 10 of the PSARA Act, 2005 and the relevant provisions of the Kerala Private Security Agencies Rules,
25	Proof of MSME (license issued or certificate)



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Annexure -A

TECHNICAL BID

*(To be submitted in a sealed cover super scribed as
 “Technical Bid for Watch and Ward Services –
 LIC of India, ERNAKULAM Division)”*

1	Name of the Service Provider	
2	Name of the Proprietor/Director of the Firm/Contractor/Company	
	Status of the Service Provider (Individual/Sole proprietor/Partnership/Pvt. Ltd./Public Ltd. etc.)	
3	Full Address of the Service Provider At ERNAKULAM.	
	Telephone Number/s	
	E-mail Address	
4	Full Address of the Head Office	
	Telephone Number/s	
	E-mail Address	
5	Bank Details of the Service provider	
	Name of Beneficiary/ Account Holder	
	Account Number	
	Name of the Bank	
	Branch & Address of the Bank	
	IFSC code of the Bank	
	Nature/Type of Bank A/C (SB/Current, etc)	
	MICR Code of the Bank	
6	Statutory Requirements : Mention Registration Number/License Number (Certified/Attested copy of each document should be attached)	
	a) Labour Licence Nos. and validity under various provisions of Labour Laws (Central/State)	
	b) PAN Number	
	c) GST Registration Number	Name



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	(Attach certified copy)	State	
		Name	
		State Code	
		PAN Number	
		GSTIN Number	
		Contact Person	
		Phone Number	
		Mobile Number	
d)	ESI Registration Certificate		
e)	Registration under Employee Provident Fund Act.		
f)	License issued under Private Security Agencies (Regulations) Act.		
g)	Permission from Police Authorities for operating as Watch and Ward Service Provider		
h)	Profession Tax Registration No.		
i)	Details of Registration under Shops and Establishment Acts (if applicable)		
j)	Details of ISO-9001:2015 certificate with its validity period.		
k)	MSME Certificate (if applicable)		
7	Income Tax paid for the last 3 FYs (Copies of returns to be enclosed)	2022-23	
		2023-24	
		2024-25	
8	Since when and how long the firm has been dealing in Watch and Ward Services		
9	No. of workers/Watch and Ward personnel on Roll as on 31.03.2025 (Please enclose copies of work order/wage bills)		

10. Details of Application Fee and EMD

Details of demand Draft	Tender Application Fee (590/-)	EMD of Rs. 30,000/- (Interest Free)
Demand Draft/Pay Order No.		
Date of DD/Pay Order		
Name of Issuing Bank		
Branch of Issuing Bank		
Address of Issuing Bank		

11. Details of existing Clients (Large institutions/PSUs/Govt. Organisations/LIC etc.)
 (Attach copies of work order for each client)

Sl No	Name of the Company & Address	Details of Service Provided	Period : From -- To	No. of Persons Deployed
1				
2				



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3				
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12. Turnover of the Company/Partnership Firm/Proprietorship for the Financial years as per details given below (Please attach a copy of audited Balance Sheet, Profit & Loss Account and **Turn over certificate by C A** for all the three years) :-

Sl No.	Financial Year	Turn Over (In Lakhs)
1	2024-25	
2	2023-24	
3	2022-23	

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

13. **Furnish the details of Watch & Ward contract annulled/broken services before the end of contractual period, if any. :**

DECLARATION

- I, Son/Daughter/Wife of Shri, Proprietor/Director/Authorized Signatory of the Firm/Contractor/Company mentioned above is competent to sign the declaration to execute this Tender Document.
- I/We have carefully read and understood all the points including terms and conditions of the Tender and undertake to abide by these terms and conditions.
- I/We agree that the decision of the Corporation in selection of Service Providers will be final and binding upon us.
- The information/Documents furnished along with the application are true and authentic to the best of my knowledge and belief. I/We am/are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate Law.
- I/We agree that I/We have no objection if enquiries are made about the work performance with our clients mentioned under item 11 above.
- I / We undertake that I / We abide by the terms and conditions and we confirm that our firm / establishment / agency has never been a) Black listed by any of our clients b) Our Contract is cancelled / terminated c) A litigant or involved in civil suit in matters related to our contracts. I / We request Life Insurance Corporation of India, Ernakulam Division to consider our agency bid.

Place:
Date:

Signature of Tenderer with Seal
Name:

Designation:
Address:

- Tenderer shall undertake to submit an Affidavit duly attested by Notary certifying that the documents submitted alongwith with the tender are under his knowledge and are authentic, genuine, copy of their originals and no part of them is false, forged or fabricated.**



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Annexure - B

FINANCIAL BID

(To be submitted in a separate sealed envelope and marked as“Financial Bid” Tender for Watch and Ward Services in the offices of LIC of India, Ernakulam Division)

Sl.N	Particulars	Watch and Ward (Without Arms)	
		Rs.[In Figures and Words]	
1	Basic + VDA wages per day as per latest order dated 25.09.2025 by the Ministry of Labour & Employment Office of the Chief Labour Commissioner(C) New Delhi in File No.I/(6)/2025-LSJII read with corrigendum dated 14.10.2025	Area ‘B’	
2	EPF @ _____ %	Area ‘B’	
3	ESI@ _____ %	Area ‘B’	
4	Bonus as per rules	Area ‘B’	
5	Total for one day ((1)+(2)+(3)+(4)) (A)	Area ‘B’	
6	Agency Commission/ Administrative Charges/Service charges [inclusive of all charges][should be more than or equal to 3.85 % of wages quoted in Sr.No.5 above and it has to be rounded off to 2 decimal places only]	% of (A) above %
		Amount (B)	Area ‘B’
7	TOTAL in (5)and (6) (A+B)	Area ‘B’	

PS : Administrative charges is inclusive of all charges like :-

- (a) Cost of uniform
- (b) Shoes
- (c) Identity cards
- (d) Group Insurance Premium
- (e) Gratuity
- (f) Workmen’s Compensation Policy
- (g) Public Liability Policy
- (h) Professional Tax
- (i) Labour Welfare Fund
- (j) Other Overheads, etc.

NOTES:

- Agency Commission/ Administration charges will remain fixed as percentage of (A) above irrespective of any increase/decrease in the rates of wages throughout the tenure of the



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agreement. The competitive rate (%) of service charge quoted in (6) above alone will not be the base for the final acceptance of the Financial Bid.

- In case of identical lowest tender by more than one tenderer, the Tenderer having the highest average Turnover for the last three previous years will be selected **(Turnover Certificate by CA to be submitted as proof)**
- Maximum number of shift allowed per person is 26 per month. Month will be defined as 26 days including public holidays. The service provider should ensure that reliever is provided so that maximum duty allowed is not more than 26 per month.
- Payments will be made for the actual number of days each personnel worked in a month. No payment will be made in case of their absence.
- The definition of month as above may be changed from time to time as per order / notification of Government of India / Life Insurance Corporation of India
- Adherence to Statutory requirements is the sole responsibility of the Security agency/company.
- Service Charge should include contractor's cost towards any other statutory benefits to Watch and Ward personnel not explicitly mentioned in the Financial Bid as well as all other expenses likely to be incurred by him for providing the service including costs to be incurred for any equipment, uniforms, identity cards, Group Insurance premium and any other items required for rendering the security services as per the terms and conditions of the contract. Payment for all other statutory payments paid for the personnel employed by the Tenderer shall be the responsibility of the tenderer as per statutory provisions and applicable laws & rules.
- The rate of service charge quoted in (6) above should include all the above aspects.
- **“NIL” Agency Commission or amount less than 3.85% will not be accepted.**
- Merely quoting the lowest rate alone will not confer any right to such tenderer seeking acceptance
- If there is any discrepancy in rates quoted in figures and words, rates quoted in words only will be taken for consideration
- TDS at applicable rates will be recovered from the amounts payable.
- For Administrative purpose, all locations shown under **Annexure D** will be treated as area under Category “B” and equal daily wages will be paid irrespective of the location where the services are provided by the Agency.
- **The minimum wages per day as per latest order dated 25.09.2025 by the Ministry of Labour & Employment Office of the Chief Labour Commissioner(C) New Delhi in File No.I/(6)/2025-LSJII read with corrigendum dated 14.10.2025”**
- Goods & Service Tax (GST) payable as per existing rules /laws.
- Payment of bill based on actual manpower deployed and applicable minimum wages & service charges will be made on production of documentary evidence of payments of wages and other statutory payments to the workers deployed by the contractor including PF, ESIC etc. Submission of Challans for remittance of PF and ESI are mandatory. Proof of remittance of Professional Tax and Labour Welfare Fund, deducted if any, should also be submitted.

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

Authorised Signatories

Signature :
Name:
Designation:
Address:

Date:

Seal of the Firm/ Company



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Annexure-C

General Terms and Conditions & Penalties for Watch and Ward Services:

1. The Terms and Conditions along with the Tender Notice, Scope of work / Duties of Watch and Ward persons, Tender Schedule and Instructions to tenderers, Eligibility Conditions, Technical bid, Financial bid, Integrity Pact, all other clauses and enclosures will form part of the tender to be submitted by the tenderer to LIC of India, herein after termed as “Corporation”.
2. Tenders should be filled with neat, legible and correct entries. Indistinct figures should be avoided. The amount/ rates should be filled in figures as well as words. Correction/ Omission/ Overwriting/ Cutting should be dated and initialed. If there is difference in words and figures, the rates written in words shall be taken for calculation. In case the space in the tender document is found insufficient, the Service Provider may attach separate sheets.
3. The tender should be signed at all places provided therein. Also, in all pages corrections/ alterations should be initialed. Each sheet of the tender document is required to be signed along with the seal by the authorized person/ persons submitting the tender in token of his/ their having acquainted themselves with the Tender Notice, Scope of work / Duties of Security service persons, Tender Schedule / Instructions to Tenderers, General Terms and conditions, Eligibility Conditions, Technical Bid, Financial bid, and all other clauses of this tender document. Any tender document not so signed may be liable for rejection.
4. LIC of India reserves the right to reject an offer if it is incomplete /not accompanied by all stipulated documents as required /if any of the terms and conditions stipulated in this document are not accepted and in case of incorrect and invalid data submitted.
5. EMD of Rs.30,000/- (Rupees Thirty Thousand Only) by Demand Draft/Bankers Cheque favouring Life Insurance Corporation of India payable at ERNAKULAM is to be submitted with the tender. However EMD will be forfeited in case tender is accepted & agency is unable to provide services for the reasons what so ever it may be. **In the event of any of the documents found fabricated/ tampered/ forged/altered/manipulated in the technical bid then the EMD of the contractor would be forfeited and his/their financial bid would not be opened. He/they himself/themselves would also disqualify for future participation in the tenders of LIC for the next five years w.e.f. date of opening of technical bid. Decision of the committee to evaluate technical bids would be final.**
6. Successful Tenderer must deposit **Rs. 7 Lacs as Security Deposit** (Rs.3 Lacs by Demand Draft in favour of LIC of India payable at ERNAKULAM and Rs.4 Lacs as Bank Guarantee) within 7 days of receipt of the communication about its selection as successful Tenderer .The security deposit will be refunded without interest after two months after expiry of the Tender Term on satisfactory performance of the Agreement. EMD of successful tenderer may be adjusted towards security deposit. For the purposes of this Document, 'Satisfactory Performance' shall be defined as compliance with, inclusive of but not limited to, all specified timelines, quality standards, and statutory requirements to the sole and absolute satisfaction of the Corporation.



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7. In case the service charges quoted by the Service Provider are found to be less than 3.85% of the wages quoted, (as per Office Memorandum No. F.6/1/2023-PPD dated 23.06.2023) tender is liable to be rejected.

8. There should not be any deviation in Terms and Conditions as have been stipulated in the tender documents.

9. The Service Provider shall provide the above said services at such times and in such manner as communicated by the CORPORATION from time to time.

10. The Service Provider undertakes to provide service through its own enrolled persons at its own costs, expenses and the “Corporation” shall not make any payment what so ever by way of emoluments to such persons directly.

11. The Service Provider should ensure that KYC is obtained for all the personnel engaged and should be produced as and when called for by us.

12.(1) Duty hours of Security service persons will be on **8 hours basis** and time slot will be decided by LIC of India and communicated to the Service Provider for providing Watch and Ward services. Under no circumstances will the Watch and Ward Personnel be forced to do two consecutive shifts.

(2) The Watch and Ward services are required in 2 types of shifts – General & 3 Shifts. In respect of “3 shifts”, Watch and Ward Personnel are required round the clock. For “General shift” guards are to be deployed only during office hours on working days. They need not be deployed on Saturdays and Sundays and days on which Holiday is declared under Negotiable Instruments Act by State/ Central Governments. The list of such holidays can be obtained from OS Department of the Concerned L I C Offices.

13. The punctuality & quality in rendering of the said services are the essence of the Agreement and the Service Provider undertakes to abide by them at all times.

(a) The Service Provider will keep check of their workers in respect of the attendance /duties/vigilances regularly and will maintain complete records in this regard which shall be made available for inspection by authorized official of the Corporation at all times in the respective buildings/offices.

(b) The Service Provider must check the watch and ward personnel during nights wherever 3 shifts duties are assigned. Minimum 4 night checks at all sites in a month must be carried out and report to be submitted to the Divisional Office.

(c) The Service Provider shall give the duty allocation chart mentioning the names of the workers deployed at various locations to the department daily. Rotation of the guards will be done every fortnight.

(d) The Service Provider will provide proper uniform, shoes, whistle, torch, batteries, rain coat etc. to the watch and ward personnel. The maintenance/replacement cost shall be borne by the service provider and not to be charged from the Watch and Ward Personnel.

(e) The Service Provider should provide photo identity cards to all the Watch and Ward Personnel at their own cost.

14. The Service Provider of Watch and Ward Services shall ensure that all Watch and Ward service persons deployed by it shall be well mannered, disciplined, alert, skilled, healthy, honest, conversant with their nature of job, do not suffer from any infectious disease and should not have history of any criminal nature.

15.(1) No relationship of employer and employee shall be created between LIC of India and the workers engaged by the Service Provider.

(2) Nothing in this tender shall be deemed to create any partnership/ joint venture between LIC of India and the Service Provider or their Representatives and workers and nothing herein shall deem to confer on any party, any authority to incur



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any obligation or any liability on behalf of the other party. The Service Provider is an independent Service Provider and not an employee, agent, associate or authorized representative of LIC of India and the Service Provider undertakes that it shall not undertake any obligation or liability in the name of or on behalf of LIC of India, whatsoever.

16. Uniform and identity card are mandatory and should be provided within 15 days of awarding the tender and before deployment of workers. After commencement of the Agreement, uniform will have to be provided immediately to subsequently engaged Watch and Ward Personnel by the Service Provider.

17. The Service Provider alone shall have the right to take disciplinary action against any person(s) engaged by him; while no right whatsoever shall vest in any such person(s) to raise any dispute and/or claim whatsoever against the LIC of India. The LIC of India shall, under no circumstances be deemed or treated as the employer in respect of any person(s) engaged by the Service Provider for any purpose whatsoever nor would the LIC of India be liable for any claim(s) whatsoever of any person(s) of the Service Provider.

18. In case the Corporation is required to meet any liability in respect of any person(s) engaged by the Service Provider by virtue of their working at the premises of the CORPORATION, it would be open and lawful for CORPORATION to deduct the amount(s) of any such liability from and out of dues payable to the Service Provider.

19. The Service Provider shall be responsible for all injuries and accidents to persons, engaged/deployed by him.

20. The Service Provider shall be responsible for the conduct and behavior of his workers. If any worker of the Service Provider is found misbehaving with the CORPORATION staff/Customer, the Service Provider shall take necessary and appropriate action immediately. Non-Disclosure of Confidential Information will also be the sole responsibility of the Service Provider. For this, the Service Provider shall depute persons of good integrity and honesty who will not divulge information in his possession by virtue of his working in the premises of the Corporation. Service Provider shall be liable for any loss caused to the Corporation due to any such wrongful disclosures.

21. In the event of any loss/damage being occurred to the CORPORATION on account of the negligence of the Service Provider's workers, the Service Provider shall make good the loss sustained by the CORPORATION either by replacement of the material/equipment or payment as compensation.

22. The Service Provider shall not appoint any sub-Service Provider to carry out any obligations under the Agreement.

23. The Service Provider shall take proper instructions from the CORPORATION for the execution of the Agreement at different places and will faithfully comply with the same during the currency of the Agreement.

24. The Service Provider Providing Watch and Ward Services shall provide the names, local and permanent addresses, mobile no, ID Proof and bank details of all the persons deployed to the offices of the Corporation.

25. The Service Provider should ensure obtaining Police Verification Certificate of all the personnel so that no person is hired having any criminal background. **In this regard an undertaking shall be given in the form of an affidavit affirming that the requisite police verification of all the guards deployed/to be deployed in the corporation as part of the service, is done.**

26. If the Service Provider commits any breach of any of the terms and conditions hereof and/or fail/neglect to carry out any instructions issued to him by the CORPORATION from time to time, it shall be open and lawful for the CORPORATION to terminate this Agreement forthwith without assigning any reason and can get the work done by any person(s) or through any other Service Provider at the risk and cost



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of the Service Provider and the Service Provider shall have no right to claim any compensation whatsoever on this account. **If in any such situation arises and the corporation is constrained to get the work done through any other service provider then the contractor is liable to pay the corporation compensation/costs. Any breach of tender conditions by the contractor would render him liable to be removed from the list of contractors of LIC and the contractor would be disqualified for future participation in the tenders of LIC for the next five years.**

27.No advance payment shall be made against the work order. All payments to the Service Provider shall be made by National Electronic Fund Transfer only after Tax Deduction at Source (T.D.S.) as per the provisions of Income Tax Act and GST Act 2017 as amended from time to time and a certificate to this effect shall be provided to the Service Provider. The Service Provider shall raise the invoice / bill and the CORPORATION agrees to pay such invoices/bills within 15 working days of receipt and acceptance of the invoice/bill, as per terms and conditions of the tender/agreement. All payments to the Service Provider shall be made by NEFT subject to deductions, withholding of all applicable taxes, penalties and charges from time to time in force.

28.The Service Provider will provide Watch and Ward personnel as per “Annexure D” under the Agreement. Initially the service will be provided at selected locations under Annexure D and Corporation reserves the right to increase or decrease number of Watch and Ward Personnel as against the present requirement enumerated in Annexure-D. Corporation may also decide whether Watch and Ward services are required or not at any office/ location. In case the corporation needs services of additional personnel at other offices of the Corporation, the Service Provider will have to provide them on the same terms and conditions of the Agreement inclusive of rate.

29.All the services under the Agreement and any other work of similar nature, which will be entrusted to the Service Provider from time to time by the Corporation, are to be rendered without causing any hindrance or disturbance to any staff member of the Corporation working during the normal working hours. The work shall be carried out efficiently in consonance and in conformity with the standards of highly alert, efficient and effective security service.

30.The Corporation shall always have the right to conduct a search of the Service Provider’s workers/representatives and/or any of their vehicles used for transportation of materials while entering/going out of the Corporation’s premises or inside the premises.

31.If the Corporation notices that the workers of the Service Provider have been found negligent/careless in rendering the said services, the same shall be communicated immediately to the Service Provider who will take corrective steps immediately to avoid recurrence of such incidents and report to the designated officer of the Corporation with its action plan.

32.If any of the workers of the Service Provider indulges in theft or any illegal/irregular activities, misconduct, the Service Provider will take appropriate actions against its erring workers and intimate accordingly to the Corporation.

33.The Service Provider shall at all-time indemnify and keep indemnified the CORPORATION against any/all claims of/by its workers including but not restricted to the claims under the Workmen’s Compensation Act,1923; payment of Wages Act; Payment of Bonus Act; Employees’ Provident Funds & Miscellaneous Provisions Act; Payment of Gratuity Act, Minimum Wages Act, Employees’ State Insurance Act or any other Act(s) or statutory modifications thereof or otherwise for, or in respect of any claim for damage or compensation payable in consequence of any accident or injury sustained by any worker or other representative of the Service Provider or in respect of any claim, damage or compensation under Labour Laws or any other laws or rules made there under, by any person whether in the engagement of the Service Provider or not, who provided or provides the said services under this Agreement.



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34. The Successful tenderer shall execute and submit Integrity Pact on stamp paper of Rs.500/- as per Annexure F in this tender document and submitted along with contract before taking over.

35. The workers/representatives of the Service Provider shall never be considered to enjoy any right to enter the premises of the Corporation by virtue of this agreement or otherwise at any time except with the prior permission of the Corporation.

36. In the event of failure of the Service Provider to provide the services or part thereof, as mentioned in the agreement for any reasons whatsoever, the Corporation shall be entitled to procure services from other sources and the Service Provider shall be liable to pay forthwith to the Corporation, the difference of payments made to such other sources, besides damages at double the rate of payment for the period of failure in providing the services or part thereof. Further no payment shall be made for worker who remains absent or where services rendered not found satisfactory.

37. If, at any time, during the operation of the Agreement or thereafter the Corporation is made liable in any manner whatsoever by any order, direction or otherwise of any Court, Government Authority or Tribunal, to pay any amounts whatsoever in respect of or to any of the present or ex-workers of the Service Provider or to any third party, the Service Provider shall immediately pay to the Corporation all such amounts and costs also and in all such cases/events the opinion of the Corporation shall be final and binding upon the Service Provider. The Corporation shall be entitled to deduct any such amounts as aforesaid, from the security deposit and/or from any pending bills of the Service Provider and if such amount is not fully recovered, the Corporation shall be entitled to recover the balance amount through legal recourse.

38. The Service Provider further agrees to absolve the Corporation from all the liabilities in regard to any statutory enactments to the extent applicable to the service provided by the Service Provider. It is clearly understood that if the Corporation be called upon to make any payment to any government authority, the Service Provider shall reimburse such amounts to the Corporation whether such liability arises during the currency of this agreement or after expiry of the period of the agreement. If there would be any claim on the Corporation for any default of the Service Provider or its workers committed during the operation of the Agreement, the Service Provider shall pay the Corporation such amount on demand without protest.

39. The persons engaged by the Service Provider for providing Watch and Ward services as mentioned herein, shall be the employees of the Service Provider and not of the Corporation. The Service Provider shall be liable to make payments to its said workers towards their monthly wages/salaries and other statutory dues like EPF, ESI, minimum wages, bonus, etc.

40. The parties hereto have considered, agreed to and have a clear understanding on the following aspects:

a) The Agreement is for providing Watch and Ward Services and is not an Agreement for supply of contract Labour.

b) The Corporation shall not be liable for any obligations/responsibilities, Contractual, legal or otherwise, towards Service Provider's workers/representatives or to the said workers/representatives directly and/or indirectly, in any manner whatsoever.

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

41. During the period of Agreement, if the rate of minimum wages payable to the workers deployed by "the Service Provider" increases by central/state govt. and if the increase extends beyond the above agreed rate, then "the Corporation shall increase



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the above accepted rate to the extent of the difference amount only and the above agreed rate shall be deemed to have been modified accordingly. No other increase in the amount quoted by the selected Service Provider shall be entertained on any account during the period of the Agreement. In case of any statutory increase in the wages of labour in accordance with the minimum wages notification issued by the appropriate authorities under the Minimum Wages Act from time to time after submission of the tender, the increase in rates of wages mentioned in financial bid shall be set off by the Corporation by giving proportionate increase.

42.The Service Provider, being the employer in relation to persons engaged by him for providing the services under the agreement, shall alone be responsible and liable to pay wages/salaries to such persons which in any case will not be less than the minimum wage as fixed or prescribed for the category of workers engaged by him from time to time by the Central / State Government (whichever is higher) and/or any authority constituted by or under any law.

43.The Service Provider shall adhere to and comply with all the laws that may be applicable to him and will extend all the benefits/privileges as applicable to persons engaged by him including that of Provident Fund, ESI, Workmen's Compensation Act, Bonus, Gratuity, and Minimum Wages Act etc. In case of any breach of any law, rules, notifications applicable to the workers of the Service Provider, the Service Provider alone shall be responsible and liable for any act(s) of omission and/or commission committed by any workers, agent, representative, attorney, person(s) engaged by him for discharging the obligations under the agreement.

44.The Service Provider shall obtain appropriate license under the Agreement Labour (Regulation and Abolition) Act and the Rules as amended up to date and shall comply with all terms and conditions thereof strictly, and shall keep such license duly validated and/or renewed from time to time throughout the currency of the Agreement.

45.The Service Provider shall pay the salaries to Watch and Ward Personnel on or before 7th of the following month and make all the statutory remittances like PF, ESI, etc. well within the stipulated timelines.

46.(A) The Service Provider shall maintain all registers required under various Acts, which may be inspected by the Corporation as well as the appropriate authorities at any time. The monthly bill payment will be made subject to the Service Provider submitting the attested photocopies of the following documents:
(i) Muster Roll/Attendance sheet of the workers signed by the Service provider for the month on the format prescribed in the Agreement Labour (Regulation and Abolition Act, 1970) along with Agreement Labour (Regulation and Abolition) Rules, 1971.

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

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

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

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



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

(vii) Payment is to be made through NEFT, and a copy of the statement sent to the Bank duly acknowledged by the Bank should be submitted.

(B) All payments to the Service Provider shall be made by National Electronic Fund Transfer only after Tax Deduction at Source (T.D.S.) as per the provisions of Income Tax Act and GST Act 2017 as amended from time to time and a certificate to this effect shall be provided to the Service Provider.

(C) Payment of Monthly wages will be based on actual attendance of the workers deployed at LIC Offices and bills of the Service Provider will be settled accordingly. No advance payment shall be made under any circumstances. The timely payment of wages and statutory dues shall be the responsibility of the Service Provider..

47. The Service Provider must ensure that the wages to the Workers are paid within the stipulated time limit as provided under relevant Rules & Regulations/Law/Statute in force. The Service Provider will not link the payment of wages to the workers with settlement of his bills by the Corporation. Payment of bills will be made on monthly basis through NEFT only, provided that the Watch and Ward Services provided were/are satisfactory during the month and subject to deduction of Penalty imposed, if any, as per terms and conditions of the Agreement. The Service Provider will have to produce the Register of Wages or the Register of Wages-cum-Muster Roll of the preceding month along with the bill to be submitted on or before 7th of every calendar month for verification, to the nominated official of the Corporation. The Service Provider shall raise the invoice/bill and LIC of India agrees to pay such invoices/bills within 15 working days of receipt and acceptance of the invoice/bill, as per terms and conditions of the Agreement.

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

49. The Corporation reserves the right to Remove/ Black list the Service Provider for a period of five to ten years for any deviation from the agreed Terms and Conditions or for any activity observed which is detrimental to the interest of the Corporation. However any order of blacklisting or removal shall be passed after offering a reasonable opportunity of hearing/show cause notice to the Service Provider concerned.

50. (i) The Watch and Ward Personnel engaged by the Service Provider for deployment at LIC sites should be preferably in the age group of 21 to 60 years, in any case not more than 65 years of age, with minimum qualification of 9th standard and they should have been trained in operating fire fighting equipments, Lift and all related security equipments. The watch and ward personnel should have good health & physique with good eye sight and hearing. The personnel should be medically examined every year for fitness. Any expenditure against medical treatment of the watch and ward personnel, if required, shall be borne by the Service Provider and Corporation shall not be held responsible for any expenditure/claim on account of any medical need or exigency.

(ii) Corporation will not provide any accommodation or food for outsourced personnel nor any payment towards it. The Service Provider shall be responsible for accommodation/food of their manpower if required.

(iii) The personnel deployed must be a citizen of India.



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(iv) The Watch and ward personnel shall not be a close relative of any employee or Pensioner of LIC of India.

(v) The Service provider shall provide a list of the personnel due to be terminated on attaining the maximum age at the commencement of the year and proper notice of termination shall be issued well in advance as per rules.

51. **Group Insurance Policy** – The Service provider shall obtain Insurance Policy/Group Insurance Policy of at least **Rs.2 Lacs with Accident benefit** in respect of all his personnel deployed for providing watch and ward services, towards meeting the liability of compensation arising out of death, injury, disablement of work etc., and shall pay premiums regularly as and when the same shall become due during the currency of the contract. Copy of the policy document is to be submitted to the Corporation for inspection.

52. Public Liability Policy – Arrange and pay for the policy under the Public Liability Insurance Act, 1991 and insurance and keep insured all materials which are or have been declared to be hazardous under the notifications issued or that may be issued from time to time under the above Act or any rule framed thereunder. Copy of the policy document is to be submitted to the Corporation for inspection.

53. Termination of Agreement / Contract:

(1) The Corporation can terminate the Agreement by giving one month's written notice to the service provider without assigning any reason and without payment of any compensation. In the event of the Service Provider wishes to terminate the Agreement, the Service Provider shall have to give at least three months' notice to LIC of India in writing and in either event the Service Provider will move out of the premises of the Corporation with his men and material immediately.

(2) In the event of earlier termination by either parties to the Agreement or expiry of the Agreement, the service provider shall be obliged to continue providing services at the same terms and conditions as provided in the Agreement till such time as LIC of India is able to make any alternative arrangement or LIC of India has agreed in writing to allow the Service Provider to discontinue earlier.

(3) The Corporation also possesses right to terminate the Agreement by giving only a 24 hours' notice to the Service Provider when there is a major default in compliance of the terms and conditions of the Agreement or the Service Provider has failed to comply with its statutory obligations and the security deposit shall also be forfeited, other action such as blacklisting may follow. In that eventuality, the Service Provider will move out of the premises of the Corporation with his men and material immediately. This discretion of termination of the Agreement by the Corporation will be exercised judiciously since the Service Provider is rendering the essential and public utility services.

54.If the Service Provider commits breach of any covenant or any clause of the agreement, the Corporation may send a written notice to the Service Provider to rectify such breach within the time limit specified in such notice. In the event, the Service Provider fails to rectify such breach within the stipulated time, the Agreement shall forthwith stand terminated and the Service Provider shall be liable to the Corporation for losses or damages on account of such breach.

55.If any complaint received orally or in writing against the Service Provider about less payment of wages or demand of any amount for engagement of the duty, etc. it will be viewed seriously and if the complaint is found truthful, then the Agreement may be terminated immediately.



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56. PERIOD OF THE AGREEMENT: Shall be initially for a period of one year which may be extended for a further period of two years on year to year basis at the discretion of LIC of India and on consent of the Service Provider at the same terms and conditions, if the performance of the Service Provided is found satisfactory to LIC of India.

57. (1) Awardee Service Provider should submit the deed of Agreement with LIC Of India, Divisional Office, ERNAKULAM, duly executed on a non-judicial stamp paper of Rs 200/-, as per the draft conditions provided by LIC of India, within 7 days (maximum) of receipt of intimation as above. Failure to sign and non-submission of deed of agreement and remittance of Security Deposit within 7 days of intimation as above may result in the forfeiture of EMD and cancellation of selection as successful Service Provider. However CORPORATION at its discretion may cancel the tender and the decision will be final and binding. On signing of the agreement, the Corporation will issue work order and the Service Provider shall start its work within three days from the date of receipt of work order.

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

(3) Without prejudice to any of the rights or remedies under the Agreement, if the Service Provider dies, LIC of India shall have the option of terminating the Agreement without compensation to the legal or other heirs of the Service Provider.

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

59. The Corporation reserves the right to change, add or delete any conditions described above without consent of Service Provider.

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

- a. Penalty at the rate of Rs.10,000/- per day will be levied if the Salaries to the Security Personnel are not paid on or before 7th of every month.
- b. The workers must be in uniform with id card, on all working days, failing which Rs.200/- per person per day of the lapse will be deducted as penalty.
- c. No replacement provided for absentees by service provider – Rs.500/- per day per person.
- d. Watch and Ward Personnel missing from duty post / site – Rs.500/- per person per day.

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

62. In terms of provision of Section 33(3) of the Insurance Act, 1938, Insurance Regulatory Authority of India (IRDAI) is authorized to verify all such books of account, register, other documents and the data base in the custody of the Service Provider in respect of service outsourced by the Corporation. It shall be the duty of the Service



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Provider to provide such Documents/statements/information as may be required by IRDAI within such time as may be specified by the IRDAI.

63. Hygiene Standards: The Service Provider/contractor should ensure the health and hygiene of the workers deployed by him and ensure periodical medical checkup (Once in year) as per the norms of the Factories Act 1948 and OHSAS norms (ISO 45001). (A Register in this regard to be maintained by the contractor with details viz. Date of Medical Examination, Time/Place of Medical examination and Remarks about health report).

64. The Corporation further reserves right to delete or reduce any item or sanction of the bills before effecting payment in case of any complaints regarding quality of services, inefficient services, nonadherence to agreed quality of materials of services which have been received or noticed by the LIC without assigning any reason whatsoever and no claim will be entertained in this regard.

65. In the event of payment of any compensation by LIC to a workman employed by the contractor, LIC will recover from the contractor the amount of the compensation so paid; and without prejudice to the rights of the LIC under sub section (2) of section 12 of the Workman's Compensation Act, 1923, the LIC shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the LIC to the contractor whether under this contract or otherwise. Moreover, the LIC shall not be bound to contest any claim made against it under sub Section (1) Section 12, of the said Act, except on the written request of the contractor and upon his giving to Corporation full security for all costs for which the LIC might become liable in consequence of contesting such claim.

66. Security deposit of the work shall not be refunded till the contractor produces a clearance certificate from the Labour Officer. As soon as the work is virtually complete, the contractor shall apply for the clearance certificate to the concerned Labour Officer under intimation to the LIC. On receipt of the said communication, LIC shall write to the Labour Officer to intimate if any complaint is pending against the contractor in respect of the work. If no complaint is pending, on record till after 3 months after completion of the work and / or no communication is received from the Labour Officer to this effect till six months after the date completion, it will be deemed to have received the clearance certificate and the Security Deposit will be released if otherwise due.

67. If at any time after the acceptance of the tender, LIC shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, LIC shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

68. In terms of provisions of Section 33(4) of The Insurance Laws (Amendment) Ordinance, 2014, Insurance Regulatory and Development Authority of India (IRDAI) if it considers expedient to do so, may direct any person hereinafter referred to as the 'Investigating Officer', to make an investigation as specified under Sec.33(1) or carry out an inspection as specified under Sec 33(2) of The Insurance Laws (Amendment) Ordinance, 2014, who may examine under oath any Manager, Managing Director or other Officer of the Service Provider or the Service Provider where the services are outsourced by the Corporation.

69. MSEs registered with the prescribed agencies are exempted from payment of EMD and tender fee and should enclose the proof of their being registered with agencies mentioned in the tender



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document. Their registration should be valid as on last date of submission of tender and they should also mention the terminal validity of their Registration, failing which their offer shall not be considered for benefits detailed in MSE Notification of Govt. of India dated 23.3.2012, (P) No.2/2019/SPD dated 24/01/2019 or any other notification issued thereafter.

70. Any disputes arising out of or relating to the contract or these conditions or otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work thereof shall be referred to the sole arbitrator of the person appointed by LIC at the time of dispute. There will be no objection to any such appointment that the arbitrator so appointed is an employee/ retired employee of the LIC.

DECLARATION

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

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

Date:

Signature

Place:

Name & Designation

Seal of the Service Provider



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Scope of Work for Watch and Ward services

1. To be present on time as per allotted schedule. The outgoing guard / care taker will relinquish his duties only after arrival of next shift guard and will sign on the handing / taking over register together.
2. To be always in uniform with proper Identity Card to be provided by the Service Provider along with individual identity card, should carry a whistle, torch and a lathi and the movement of the watch and ward personnel must be arranged in such a way that no part of the building remains unnoticed/unattended. **Rain coat/ Umbrella, Torch, whistle etc. shall be provided by the Service provider.**
3. To be courteous to the Officers/Employees/Visitors. They should be polite but firm, disciplined, physically fit and alert all the time while on duty.
4. Safeguarding Corporation's property against theft, damage, misuse and keeping a watch over the cars, scooters, cycles etc. parked inside the premises / compound; Preventing unauthorized persons, vehicles, animals etc., from entering the premises; preventing even employees from entering office premises during the night without specific permission of the Head of the Office / without identity card / permission letter.
5. Taking charge of personal property found in the Corporation's premises and handing over the same to the authorized official.
6. While on duty, observing carefully the pipelines, electrical fittings, drainage and safety of installations and taking action against damage, breakdown, leakage or wastage and bringing them to the notice of the authorized officials for further remedial action.
7. Preventing unauthorized additions or alterations in the premises being carried out by outsiders or tenants or employees and reporting the matter to the authorized officials.
8. No person will be allowed inside the premises without proper identity and checking; watching entire premises and patrolling the same frequently during the period of duties.
9. No person will be allowed to carry any prohibitive items inside the premises.
10. Carrying out the special orders and instructions given by the authorized officials, confidentially whenever specifically told to do so.
11. Closing and opening of the Office daily as per the instructions of authorized officials.
12. Checking that all doors, windows, ventilators etc. in the office buildings are properly closed after office hours, locking of the floor wise doors, main door and gates at night, checking that the electrical lights and air conditioners and other electrical gadgets are properly switched off, wherever necessary.
13. Informing the Officer in charge, in case of theft or damage to the property or any untoward incident or unusual occurrence.
14. Taking care of the keys under their custody and handing them over to the relieving guard or to any other authorized person/s whenever required.
15. Ensuring that no person is inside the premises while locking.
16. Taking the following precautions against fire during night time:
 - a) To switch off all electrical heaters, air conditioners, coolers, etc;
 - b) To check that no inflammable items such as petrol, kerosene etc., are lying in the premises.
17. Taking the following action in case of a fire:
 - a) To raise alarm and muster assistance from neighboring buildings / passersby;
 - b) To contact immediately, the Head of the Department, Estates Officer, Fire brigade and the police;
 - c) To try to put out the fire by using the fire extinguishing appliances available;



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d) Should act immediately in case of fire alarm alert. To identify the zone in the fire panel. Check the fire sensor for any smoke or fire in the area and act promptly to put off the fire. In case of fake alarm, immediately inform electrical person on duty.

18. Preventing any person whether employee or others – from writing on the walls of the building or compound, pillars, doors or windows of the building, pasting or hanging notices, hand bills, posters, etc., or otherwise disfiguring the office or compound walls.

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

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

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

22. A prescribed register will have to be maintained by the Watch and Ward Personnel at the Security Room. Each visitor allowed will have to enter his / her name, address, date and time of entry / exit etc. in the register. No person will be allowed without proper identity, proper checking and entry in register.

23. The Watch and Ward Personnel must ensure timely switching on / off all the lights, fans, ACs etc. in the premises, turning off water taps wherever water is flowing etc. every day.

24. Every day Watch and Ward Personnel will have to sign the Attendance Register.

25. Gate Pass (duly signed by the Competent Authority) must be insisted upon before allowing any office items to go outside the premises.

26. The Guards should be properly trained to rescue passengers from lifts in case of lift failure, operation of fire fighting equipments, operation of monitoring of baggage scanners, metal detectors and CC TV system. Proper lift operation/Fire/ safety training to be ensured for all the guards within one month .



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INSTRUCTIONS TO TENDERERS (FOR WATCH AND WARD SERVICES)

1. The tender forms will be issued from 30.03.2026 (between 11.00 and 3.30 pm on week days except Saturdays, Sundays & Holidays) on payment of non-refundable tender fee of Rs. 500/- + GST @ 18 % Rs.90/ - = Rs.590/- (Rupees Five Hundred Ninety Only) in cash or by Demand Draft on any Nationalized/Schedule Bank in favour of “Life Insurance Corporation of India” payable at Ernakulam at the cash counter at Divisional Office, Ernakulam.

2. The Miscellaneous Receipt issued at our cash counter for the payment made for the Tender Fee is to be enclosed with the Technical Bid. For the tender forms downloaded from website, Demand Draft/Bankers Cheque for Rs.500/- +GST @18% i.e. Rs 90/- (Total Rs 590/- non-refundable) payable at ERNAKULAM to be enclosed along with Technical Bid towards the cost of tender application.

3. The Terms and Conditions along with the Tender Notice, Scope of work / Duties of Security service persons, Tender Schedule and Instructions to tenderers, Eligibility Conditions, Technical bid, Financial bid, Integrity Pact, all other clauses and enclosures will form part of the tender to be submitted by the Bidder to LIC of India, herein after termed as “Corporation”.

4. 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. In case the space in the tender document is found insufficient, the Service Provider may attach separate sheets.

5. The tender should be signed at all places provided therein. Also all pages and corrections/ alterations should be initialed. Each sheet of the tender document is required to be signed along with the seal by the authorized person/ persons submitting the tender in token of his/ their having acquainted themselves with the Tender Notice, Scope of work / Duties of Watch and Ward persons, Tender Schedule / Instructions to Bidders, General Terms and conditions, Eligibility Conditions, Technical Bid, Financial bid, and all other clauses of this tender document. Any tender document not so signed may be liable for rejection.

6. The LIC of India reserves the right to reject an offer if it is incomplete /not accompanied by all stipulated documents as required /if any of the terms and conditions stipulated in this document are not accepted and in case of incorrect and invalid data submitted.

7. In case of Micro and Small Enterprises, registered with Director of Industries (DI/District Industries Centre (DIC) as manufacturing/service enterprises by filling entrepreneurs memorandum [Part-II], NSIC, will be exempted from payment of EMD and Tender fee, but there is no exemption to them in respect of payment of security deposit. MSE registered firms shall submit proof of valid registration showing terminal validity date, failing which their offer shall not be considered for benefits detailed in the MSE notification of Govt. of India issued from time to time.

8. The offers are to be submitted in two Bid systems i.e. Technical Bid and Financial Bid. Both Bids must be submitted at the same time giving full particulars in the prescribed formats but in separate sealed covers. Three envelopes duly sealed should be used for submission of Tender as under:

ENVELOPE NO – 1 (should contain)

(a) Technical Bid (as per Annexure A) submitted with all related documents.

(b)Tender Fee of Rs 500/- + GST 18% Rs 90/- (Total Rs 590/- non refundable) by Demand Draft/Bankers Cheque favouring Life Insurance Corporation of India payable at ERNAKULAM, if not paid earlier at our cash counter at ERNAKULAM Divisional Office

OR

Miscellaneous receipt for payment of Rs.590/- issued by LIC of India ERNAKULAM Divisional Office in payment of tender fee+GST.



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(c) EMD of Rs.30000/- (Thirty thousand only) by Demand Draft/Bankers Cheque favoring Life Insurance Corporation of India payable at ERNAKULAM.

(d) Other documents like Instructions to Bidders, Terms and Conditions, Eligibility Condition, Annexure – A, Annexure – C and Annexure – D, Annexure – E (on stamp paper of Rs200/- duly notarized) duly signed and sealed on all pages.

This envelope should be sealed properly and superscribed as “Technical Bid- Tender for Security Services- L I C of India, Ernakulam Division”.

ENVELOPE NO – 2 (should contain)

Financial Bid (as per Annexure B): Rate of daily wages per person for 8 hours duty, administrative charges etc duly completed, sealed and signed. This envelope should be sealed properly and super scribed as **“Financial Bid-Tender for Watch and Ward Services – L I C of India, Ernakulam Division.”**

ENVELOPE NO – 3 (should contain)

Both the above envelopes (Envelope 1 & 2) are to be placed in Envelope no 3 super scribed as “Tender for Watch and Ward Services at Various Locations in L I C of India ERNAKULAM Division”

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

THE SENIOR DIVISIONAL MANAGER
L I C OF INDIA, DIVISIONAL OFFICE
“JEEVAN PRAKASH”, M.G. ROAD
ERNAKULAM, KERALA - 682011

9. The Technical Bid will be opened on **22.04.2026** in the presence of Bidders or their authorized representatives who may like to remain present. All Bidders are advised to remain present (self or representative) in their own interest. The authorized representative must bring an authority letter from the bidder. Only properly sealed tenders will be opened. Unsealed or improperly sealed tenders are liable to be rejected. Conditional bids will also be summarily rejected.

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

10.The financial bids of only those bidders, whose Technical Bid offer are found suitable to the Corporation, will be opened at a later date. The date of opening of financial bids will be intimated to those bidders only.

11. EMD: EMD of Rs.30000/- (Thirty thousand only) by Demand Draft/Bankers Cheque favouring Life Insurance Corporation of India payable at ERNAKULAM is to be submitted with the tender. EMD of other Bidders (excluding successful Bidder) shall be refunded without any interest on the amount deposited, within 30 days from the date of final decision on awarding the contract. However EMD will be forfeited in the case tender is accepted & agency is unable to provide services for the reasons what so ever it may be.

12. Security Deposit: Successful Tenderer must deposit Rs.7 Lacs as Security Deposit (DD of Rs.3 Lacs and Bank Guarantee Rs.4 Lacs) within 7 days of receipt of the communication about its selection as successful Tenderer/Bidder and the same amount will be refunded without interest after expiry of the Tender Term on



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satisfactory performance of the Agreement. EMD of successful tenderer may be adjusted towards security deposit.

13. The Successful bidder shall execute and submit Integrity Pact on stamp paper of Rs 500/- as per Annexure F in this tender document and submit along with contract before taking over.

14. The following documents should be enclosed with the Technical Bid:

a. Certificate of Registration under Companies Act, 1956/2013/Partnership deed with proof of registration of firm/Individual Firm.

b. Copy of the PAN as allotted by the Income Tax Department.

c. Certificate of the Labour License/Statutory Licenses as required by any Central or State Government Act.

d. License Issued under Private Security (Regulation) Act, 2005 to operate as Security Service Provider

e. Copy of the Goods and Service Tax Registration

f. Copy of the E.P.F. registration

g. Copy of the E.S.I. registration

h. An affidavit as per Annexure-E on stamp paper of Rs 200/- stating that the applicant is not facing any blacklisting from any establishment of Central Government or State Government or PSU for breach of agreement

i. Income Tax Returns for last 3 years

j. Audited Accounts, Balance Sheets, and Profit and Loss Accounts for last 3 Years.

k. Work orders of existing major Agreements with large Institutions/PSUs/Govt. Organisations.

l. Work orders confirming no. of persons employed by the Bidder as on 31.03.2025.

m. Permission from Police Authorities for operating as Security Service Provider.

n. Particulars of bank account (Copy of Passbook/copy of cancelled cheque leaf) to be enclosed.

15. Non submission of documents referred in Technical Bid/ Non-disclosure of relevant information or furnishing of incorrect information, documents will suffer disqualification.

16. All the pages of the tender form are to be signed by the bidder. In case of joint ownership, all owners have to sign on all the pages of the bids (Technical and Financial bids). Incomplete bids and bids lacking in details and without signatures are liable to be rejected.

17. Bidder should note that their tenders will remain open for consideration for a minimum period of 06 (Six) months from the date of opening of Technical Bid.

18. The financial bids will be opened only if at least two Technical Bids are found suitable. In any case single Financial Bid will not be opened.

19. It may be noted that no negotiations will be carried out, and therefore most competitive rates should be offered.



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20.The Service Provider may preferably be in the profession for at least 5 years and should have clients who are PSU/Banks/Government Bodies/reputed private firm.

21. The Service Provider may preferably be on the approved panel of at least one reputed organization at ERNAKULAM.

22..The Service Provider should have an establishment having good infrastructure at ERNAKULAM or should open an office in Ernakulam within one month on selection of the firm/Agency as the successful Tenderer.

23 .The Service Provider is required to provide its NEFT details along with the tender documents.

24 .Canvassing in any form will disqualify the tenderer.

25 .The short-listed Service Providers will be informed in writing or telephonically by the Corporation for arranging their office inspection if required.

26.The Service Provider is advised to inspect the premises where the services are required to be rendered and assess for requirements themselves before submission of the tender. The prospective Bidders may interact with the LIC Officials of Estate Dept, Divisional Office, ERNAKULAM, at the above mentioned address during office hours only to understand the existing infrastructure and facilities, existing deployment pattern of workers, expected requirements of the various locations and the desired level of services which the Service Provider is expected to render during the contractual period etc.

27.Any modification/corrigendum to the Tender or extension of tender submission period shall be uploaded on the web site of LIC of India and shall not be published in the NEWS PAPERS.

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



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**Annexure D
LOCATIONS WHERE WATCH AND WARD SERVICES MAY BE
REQUIRED:**

Sl No	Office	Place	Duty required per day
1	Divisional Office	ERNAKULAM	16
2	Staff Quarters	KADAVANTHRA	3
3	Staff Quarters	KALOOR	3
4	RMF	EDAPPALLY	4
5	Branch Office	ERNAKULAM I	0
6	Branch Office	ERNAKULAM II	0
7	Branch Office	KALOOR	3
8	Branch Office	KOCHI	1
9	Branch Office	PERUMBAVUR	1
8	Branch Office	TRIPUNITHURA	0
10	Branch Office	MOOVATTUPUZHA	4
11	Branch Office	North Parur	0
12	Branch Office	ALUVA	4
13	Branch Office	CHERTHALA	4
14	Branch Office	ALAPPUZHA I	4
15	Branch Office	ALAPPUZHA II	4



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Annexure –E

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

I / We, authorized representative of, being Indian Company/Sole Trading Company / Partnership Firm/Proprietor, registered under _____ bearing registration no. _____ having Office at _____ do hereby solemnly affirm and state as under:-

Whereas Life Insurance Corporation of India, Divisional Office, Ernakulam, has floated a tender for Watch and Ward Services and in respect of the same, I / We being one of the Bidders, confirm that I / We strictly follow various laws as mentioned in General Instructions and other pages of the tender.

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

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

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



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

Signature, Name, Designation and Seal of the service provider

Signed before me

Signature & Seal of Notary



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PRE CONTRACT INTEGRITY PACT

General:

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on..... day of the month of2026. , between, on one hand, the Life Insurance Corporation of India (hereinafter referred to as "LIC") a statutory Corporation established under section 3 of Life Insurance Corporation Act 1956 (XXXI of 1956) and having its corporate office at "Yogakshema" Jeevan Bima Marg Mumbai 400021 (Herein after called the "BUYER" which expression shall mean and include, unless the context otherwise requires, his successors in office assigns) of the First part. And **M/s** _____, represented by Shri..... (Hereinafter called the "BIDDER / SERVICE PROVIDER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second part.

WHEREAS the BUYER proposes to procure Watch and Ward Services for its offices/ Quarters in Ernakulam and Alappuzha Districts and the bidder has offered the Security Services for its offices/ Quarters in Ernakulam and Alappuzha Districts and

WHEREAS the BIDDER/ Service Provider is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is performing its function under the LIC Act 1956.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the BUYER to obtain the desired said services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling Service Providers to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:-

1. Commitments of the BUYER

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

1.2 The BUYER will, during the pre-contract stage/evaluation stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to



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any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the BUYER will report to the appropriate “**Chief Vigilance Officer**” of the Buyer any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER/ Service Provider 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 BIDDER/ SERVICE PROVIDER

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

3.1 The BIDDER/ SERVICE PROVIDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER/ SERVICE PROVIDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract of any other contract with the government for showing or forbearing to show favour or disfavor to any person in relation to the contract of any other contract with the Government.

3.3 Foreign BIDDERS shall disclose the name and address of their Indian agents and representatives in India, and Indian BIDDERS shall disclose their foreign BUYERS or associates.

3.4 BIDDER/ SERVICE PROVIDER shall disclose the payments to be made by them to their agents/brokers or any other intermediary, in connection with this bid/contract.

3.5 The BIDDER/ SERVICE PROVIDER further confirms and declares to the BUYER that the BIDDER is the original owner of the contract/ firm/ company providing Security Services and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.



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- 3.6** The BIDDER/ SERVICE PROVIDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries, including officials of the BUYER or their family members, if any, in connection with the contract and the details of services agreed upon for such payments.
- 3.7** The Bidder will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
- 3.8** The BIDDER/ SERVICE PROVIDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9** The BIDDER/ SERVICE PROVIDER will not commit any offence under the relevant Indian Penal Code (IPC) /Prevention of corruption (PC) act. Further, the bidder will not use improperly, for purposes of competition or personal gain, pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10** The BIDDER/ SERVICE PROVIDER commit to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11** The BIDDER/ SERVICE PROVIDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12** If the Bidder or any of the key personnel of the bidder, actively involved in the project is a relative of any of the actively involved personnel of the Buyer, the same should be disclosed. The term 'relative' for this purpose would be as defined in section 2(77) of the Companies Act, 2013.
- 3.13** The BIDDER/ SERVICE PROVIDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee or the BUYER.
- 3.14** The Bidder/ SERVICE PROVIDER who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

4. Previous Transgression

- .1**The BIDDER/ SERVICE PROVIDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify; BIDDER's exclusion from the tender process.
- .2** The BIDDER/ SERVICE PROVIDER agrees that if it makes an incorrect statement on this subject, or committed a transgression through a violation of any of the clauses of the commitments of bidder, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Sanctions for Violations:



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5.1 Any breach of the aforesaid provisions by the BIDDER/ SERVICE PROVIDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any; compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER/ SERVICE PROVIDER.
- (iv) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (v) To cancel all or any other contracts with the BIDDER/ SERVICE PROVIDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/recession and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vi) To debar the BIDDER/ SERVICE PROVIDER from participating in the future bidding processes of LIC for a minimum period of five years which any be further extended at the discretion of the BUYER.
- (vii) To recover all sums paid in violation of this Pact by BIDDER/ SERVICE PROVIDER to any middleman or agent or broker with a view to securing the contract.
- (viii) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

5.2 The BUYER will be entitled to take all or any of the actions mentioned at para 5.1(i) to (viii) of this pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3 The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes this Pact.

6. Independent Monitors:

6.1 The BUYER has appointed (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.

Name, address,email of the Monitor(s):

- 1) Shri Jose T Mathew, IFS (Retd)
House No.37/930, Ebrahim Pillai Lane
Via Kakkanad, Thrikkakara- 682021
Dt. Ernakulam, Kerala
E-mail id:jtmat507@gmail.com



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- 2) Shri Sajnay Kumar Srivastava, IAS(Retd)
C-II 2475, Vasant Kunj,
New Delhi-110070

E-mail id: srivastava.sk001@gmail.com

- 6.2** The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 6.3** The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently. It will be obligatory for him to treat the information & documents of the Bidder as confidential.
- 6.4** Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 6.5** As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the **Executive Director (E&OS), LIC.**
- 6.6** The BIDDER/ SERVICE PROVIDER accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER/ SERVICE PROVIDER. The BIDDER/ SERVICE PROVIDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, LIC and recues himself / herself from that case.
- 6.7** The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 6.8** The Monitor will submit a written report to the **Chairperson, LIC** within 8 to 10 weeks from the date of reference or intimation to him by the BUYER /BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.
- 6.9** If the Monitor has reported to the Chairperson , LIC, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairperson LICI has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

7. Facilitation of Investigation:

In case of any allegation of violation of any provisions of this pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER. The BIDDER shall provide necessary information and documents in English and shall extend all possible help of the purpose of such examination/inspection.

8. Law and Place of Jurisdiction:

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

9. Other Legal Actions:



LIFE INSURANCE CORPORATION OF INDIA

Divisional Office: Jeevan Prakash, M G Road, PB No. 1133
Ernakulam, Kochi – 682011, Ph: 0484-2362361
E-mail: os.ernakulam@licindia.com

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

If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members. Changes and supplements as well as termination notices need to be made in writing.

10. Validity:

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

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

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

BUYER

SERVICE PROVIDER

Name of the Officer:
Deptt./

CEO: Designation

Witness

1.....

1.....

2.....

2.....