



*Divisional Office , Mananchira
Kozhikode, Kerala 673001 Ph No. 0495-2728711
Email: os.kozhikode@licindia.com*

Tender for Hiring of Security Services

LIC of India, Kozhikode Division, intends to hire the services of Interested Reputed Agencies/firms/organizations for Security Services (without arms) for its premises at Divisional Office “Jeevan Prakash”, Mananchira, Kozhikode and for its Branch Offices, Satellite Offices, Staff Quarters etc. at different locations in Kasaragod, Kannur, Wayanad, Malappuram, Kozhikode Districts and Mahe, under 2 bid system (TECHNICAL BID & FINANCIAL BID).

For complete details and tender documents, please contact OS Department, L I C of India, Divisional Office, Kozhikode at the above address between 10.30 am and 3.30 pm on all working days except Saturdays and Sundays **OR** log on to www.licindia.in/tenders and click on to “Tender for Security services - Kozhikode 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 3.00PM on 30/08/2023.

Place: Kozhikode

Date: 09/08/2023

Sr. Divisional Manager



**LIFE INSURANCE CORPORATION OF INDIA
DIVISIONAL OFFICE ,LIC ROAD , KOZHIKODE
PIN 673001 Ph: 0495-2728712, Email os.kozhikode@licindia.com**

TENDER NOTICE FOR SECURITY GUARDS

Sealed tenders under two bid system are invited from eligible agencies/firms/institutions/companies or similar bodies with good standing, experience of minimum 5 years in security services and possessing valid licences from authorities concerned for providing security services to various offices, staff quarters and other buildings occupied/owned by Life Insurance Corporation of India under Kozhikode Division (covering the jurisdiction of Kozhikode, Malappuram, Wayanad, Kannur, Kasaragod Districts and Mahe). The services are required for one year from date of order and renewable for further period of one year subject to terms and conditions (maximum 2 extension/renewal), Tender forms can be obtained from the above address on payment of a non refundable fee of Rs.590/- (Rs.500 + GST 90/-) Rupees Five hundred ninety only by cash/DD favouring LIC OF INDIA payable at Kozhikode. Also can be downloaded from our website www.licindia under icon "TENDERS". Please contact our above office for more details. Sealed tenders containing technical bid, financial bid, other document, tender fee and EMD (refundable) of Rs.50000.00 (Rupees Fifty Thousand only) by DD favouring LIC OF INDIA payable at Kozhikode and superscribed as "Tender for security services" should reach us on or before 30/08/2023 upto 3 p.m. in the address mentioned above.

CALICUT,
09/08/2023

SENIOR DIVISIONAL MANAGER

TENDER SCHEDULE

| | |
|---|---|
| Name of Service | A. Providing Security Services at various locations in Kasaragod, Kannur, Wyanad, Malappuram ,Kozhikode Districts and Mahe under L I C of India Kozhikode Division |
| Tender Fee | Rs. 590/- (Rs. 500/- plus Rs.90/- GST@ 18%) in the form of a Demand draft/Pay order issued by a Nationalized Bank favoring Life Insurance Corporation of India, payable at Kozhikode OR Cash Receipt for the same amount paid at our cash counter. The tender shall be treated as cancelled if Tender Fee is not paid. |
| Earnest Money Deposit(EMD) | Rs.50,000.00 (Rupees Fifty Thousand only) in the form of a Demand draft/Pay order issued by a Nationalized Bank favoring Life Insurance Corporation of India, payable at Kozhikode. The tender shall be treated as cancelled if EMD is not paid. |
| Tender Documents | Tender forms can be obtained from 09.08.2023 (between 11.00 am to 3.00 pm on week days except Saturday & Sunday & Holidays) on payment of non-refundable tender fee of Rs. 500/- + GST @ 18 % R s. 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 Kozhikode.. at the cash counter at Divisional Office, Kozhikode. 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 Kozhikode is to be enclosed with the Technical Bid. |
| Date of sale of Tender Documents | From 11.00 AM on 09.08.2023 to 12.30 PM on 30.08.2023 |
| Last date & Address for Submission of Bids | Last Date: On or before 03.00 PM on 30.08.2023 . Address: OS Department, L I C of India, Divisional Office, “ JeevanPrakash”, Mananchira, Kozhikode - 673001 |
| Date and time of Opening of Technical bid | 30.08.2023 at 3:30 pm. At LIC of India, Divisional Office, Kozhikode. |
| Date of opening of Financial Bid | Shall be intimated later to the Service Provider who qualify in Technical Bid. |
| Contract Period | Shall be initially for a period of one year which may be extended for a further period of two years on yearly basis at the discretion of LIC of India and on consent of the Service Provider at the same terms and conditions if the performance of the Service Provided is found satisfactory to LIC of India |
| Notice period for 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 | Six (6) months from date of opening the Technical Bid. |

GENERAL RULES AND INSTRUCTIONS TO TENDERERS

(Tenderer/Bidder must go through the complete Tender document – Technical Bid and Financial Bid including Terms and Conditions, and understand his/her/their responsibilities and obligations there under. Seal and signature of company's authorized person is to be affixed on all pages)

Life Insurance Corporation Of India , Divisional Office, Kozhikode (hereinafter referred to as “**The Corporation**”) invites tender for “**SECURITY SERVICES**” AT DIFFERENT LOCATIONS IN MALAPPURAM, KOZHIKODE, WAYANAD, KANNUR, KASARAGOD DISTRICTS AND MAHE” from the Agencies for security services for our buildings located at various places under the jurisdictional area of Kozhikode Division (Please refer to scope of work in instructions to Bidders here below) for a period of **1 Year (Twelve Months)** from the date of awarding contract extendable by maximum **2 (Two)** more years on yearly basis depending upon the experience and at the discretion of Competent Authority of the Corporation.

1. Tender should be dropped (which shall be the only mode of submitting the tender) in Tender Box (Placed at below - address) in sealed envelope bearing address:-

**“The Manager (E&OS),
LIC of India, Divisional Office,
“Jeevan Prakash”, 3rd Floor,
LIC Road, Mananchira,
Kozhikode- 673001.**

2. The last date and time for submission of tender document is **30.08.2023** up to 03.00 pm. The tender (Technical Bid) will be opened on **30.08.2023**, at 3.30 PM onwards. The venue of opening of Technical tender will be same as given above. The Technical Bids will be opened in presence of Tenderer or their authorized representatives. The Tenders received after 03.00 pm on **30.08.2023** will not be entertained and shall be rejected forthwith. Decision of the Corporation in this regard will be final , conclusive and binding on the tenderers and the Corporation takes no responsibility for any delay whatsoever for submission of tender on or before due date and time given here above.
3. The cost of tender form **Rs 590/- (Rs.500+GST 18%)** is non refundable. The tender form may be downloaded from the website of the Corporation (**www.licindia.in**) or can be obtained from the office at address as mentioned above.
4. The bid shall be valid for the period of six months from the date of opening technical bids.
5. The tender shall be submitted in two parts i.e. Part-I (Technical Bid) and Part- II (Financial Bid). The mode of submission of tender will be:-
 - i. **Cover I:** This cover forming Part-I of the tender should be super scribed with the words “**Tender for SECURITY SERVICES AT DIFFERENT LOCATIONS IN KOZHIKODE DO JURISDICTION - Technical Bid** ” (Strictly as per ANNEXURE- A) containing all the certificates /information/documents.
 - ii. **Cover II:** This cover forming Part- II of the tender should be super scribed with the words “**Tender for SECURITY SERVICES - Financial Bid**”. The bid should be strictly in the format as given in ANNEXURE – B. This cover will be opened after short listing of tenderers based on the Technical Bids.

iii. Cover III ; This is a Master cover containing the above two covers of Technical Bid and Financial Bid (and also the envelope containing the demand drafts as in (iv) below) and this cover III should be superscribed with the words “**TENDER FOR SECURITY SERVICES** “ the same shall bear the address as given below :-

**“The Manager(E&OS),
LIC of India,Divisional Office,
“Jeevan Prakash”, 3rd Floor,
LIC Road, Mananchira,
Kozhikode- 673001.**

- iv.** Demand Draft / Pay Order of **Rs.50000/- and Rs. 590/-** drawn in favour of “**LIC of India**” payable at Kozhikode towards the Earnest Money Deposit (EMD) and cost of tender document respectively should be kept in **cover III in a separate envelope**, superscribed with the words “**EMD and Cost of tender document**”
- 6.** Those Technical bids which are found to be in order i.e. satisfying all the stipulated conditions for **MAINTENANCE OF SECURITY SERVICES** shall be short-listed and financial bids of only such short-listed bidders will be opened.



भारतीय जीवन बीमा निगम
LIFE INSURANCE CORPORATION OF INDIA

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Annexure -A
TECHNICAL BID

(To be submitted in a sealed cover super scribed as

“Technical Bid for Security Services LIC of India, KOZHIKODE 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 KOZHIKODE. | |
| | Telephone Number/s | |
| | E-mail Address | |
| 4 | If the Head Office is other than the one in 3 above, Give Full Address of the same. | |
| | Telephone Number/s | |
| | E-mail Address | |
| 5 | Bank Details of the Service provider | |
| | 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 <i>(Certified/Attested copy of each document should be attached)</i> | |
| a) | Labour Licence Nos. and validity under various provisions of Labour Laws (Central/State) | |
| b) | PAN Number | |
| c) | GST Registration Number (Attach certified copy) | Name |
| | | Complete State |
| | | Name |
| | | State Code |
| | | PAN Number |
| | | GSTIN Number |
| | | Contact Person |
| | | Phone Number |
| | Mobile Number | |
| d) | ESI Registration Certificate | |
| e) | Registration under Employee Provident Fund Act. | |
| f) | License issued under Private Security Agencies (Regulations) Act. | |
| g) | Permission from Police Authorities for operating as Security Service Provider | |
| h) | Profession Tax Registration No. | |
| i) | Details of Registration under Shops and Establishment Acts (if applicable) | |

| | | | |
|----|--|----------------|--|
| j) | Details of ISO-9001:2015 certificate with its validity period. | | |
| 7 | Income Tax paid for the last 3 FYs (Copies of returns to be enclosed) | 2020-21 | |
| | | 2021-22 | |
| | | 2022-23 | |
| 8 | Since when and how long the firm has been dealing in Security Services | | |
| 9 | No. of Security service persons on Roll as on 31.03.2023 (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. 50,000/- (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 | | | | |
| 3 | | | | |

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

| Sl No. | Financial Year | Turn Over (In Lakhs) |
|--------|----------------|----------------------|
| 1 | 2020-21 | |

| | | |
|---|---------|--|
| 2 | 2021-22 | |
| 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.

DECLARATION

1. 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.
2. 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.
3. I/We agree that the decision of the Corporation in selection of Service Providers will be final and binding upon us.
4. The information/Documents furnished along with the application are true and authentic to the best of my knowledge and belief. I/We am/are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate Law.
5. I/We agree that I/We have no objection if enquiries are made about the work performance with our clients mentioned under item 11 above.

Place:
Date:

Signature of Tenderer with Seal
Name:

Designation:
Address:



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Annexure - B

FINANCIAL BID

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

| Sl.N | Particulars | SecurityGuard (Without arms) |
|------|---|------------------------------|
| 1 | Basic+ VDA wages per day per latest Central/ State Labour Act (whichever is higher) | Rs. |
| 2 | EPF @ _____ % | Rs. |
| 3 | ESI@ _____ % | Rs. |
| 4 | Total for one day ((1)+(2)+(3)) (A) | Rs. |
| 5 | Agency Commission/ Administrative Charges: % of (A) above (For One day) | |
| | Amount | Rs. |
| 6 | TOTAL WAGES +ADMN CHARGES (4)+ (5) | Rs. |

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 agreement. The competitive rate of service charge + wages quoted in (6) above will be the base for the final selection of the Financial Bid.
- In case of identical lowest bid by more than one bidder, the selection will be made by giving priority to the Service Provider having more average turn over for the last three Financial years.
- Tenders with Agency Commission or amount less than 2% as per 5 above are liable to be rejected.
- Month will be defined as 26 days including public holidays. The tenderer will have to bear the cost of providing weekly off.
- 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.
- No guard should be given more than one shift duty per day.
- Adherence to Statutory requirements shall be the sole responsibility of the Security agency/company.

Service Charge should include contractor's cost towards any OTHER STATUTORY BENEFITS TO SECURITY PERSONNEL not explicitly mentioned in Financial Bid as well as all other expenses likely to be incurred by him FOR PROVIDING the service including costs to be incurred for any equipment, uniforms, identity cards and any other items required for rendering the security services as per the terms and conditions of the contract. Payment for weekly off and all other statutory payments including payment for public holidays to be paid for 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.
- 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.
- TDS at applicable rates will be recovered from the amounts payable.
- The minimum wages as per Central/ State whichever is higher is to be paid. Copies of both Central & State Government's notifications are to be enclosed.
- 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.

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 Signatory,

Name:

Designation:

Address:

Date:

Seal of the Firm/ Company.



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Annexure-C

General Terms and Conditions & Penalties for Security Services:

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

2. Tenders should be filled with neat, legible and correct entries. Indistinct figures should be avoided. The amount/ rates should be filled in figures as well as words. Correction/ Omission/ Overwriting/ Cutting should be dated and 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 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 Security service 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.

4. LIC of India reserves the right to reject an offer if it is incomplete /not accompanied by all stipulated documents as required.

5. EMD: EMD of Rs.50000/- (Fifty thousand only) by Demand Draft/Bankers Cheque favouring Life Insurance Corporation of India payable at KOZHICODE 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.

6. Security Deposit: Successful Tenderer must deposit Security Deposit in the nature of performance guarantee for Rs.12,00,000/- Rupees Twelve Lakhs (Rs.4,00,000 by Demand Draft in favour of LIC of India payable at KOZHICODE + Rs.8,00,000 by Bank Guarantee) within 10 days of receipt of the communication about its selection as successful Tenderer/Bidder and the amount Rs. 4,00,000/- paid by Demand Draft will be refunded without interest after expiry of the Tender Term on satisfactory performance of the Agreement. EMD of successful Bidder may be adjusted towards security deposit.

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

ii) In case the service charges quoted by the Service Provider are found to be less than 2% of the wages quoted, tender is liable to be rejected.

In case of identical lowest bid by more than one bidder, the selection will be made by giving priority to the Service Provider having more average turn over for the last three F Y 2022-23, 2021-22, 2020-21.

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 whatsoever by way of emoluments to such persons directly.

11.(1) Duty hours of Security service persons will be on 8 hours basis and time slot will be decided by CORPORATION and communicated to the Service Provider for providing Security services. Under no circumstances will the security guards be forced to do **two consecutive shifts. The outgoing security guard shall relinquish his duties only after arrival of next shift security guard and shall sign in the handing over/taking over register together. Also a logbook has to be maintained for handing over/taking over of the keys in respect of the office/gate.**

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

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

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

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

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

(d) The Service Provider will provide proper uniform, shoes, whistle, torch, batteries, rain coat/umbrella etc. to the security guards. The Maintenance/replacement cost shall be borne by the service provider and not to be charged from the guards.

(e) **The Service Provider should provide photo identity cards to all the Security Guards at their own cost.**

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

(2) The Service Provider shall also ensure that all the security persons deployed by it should have undergone fire fighting training/handling fire fighting equipments within three months of taking over charge and should also be trained with lift operations at locations where the lift systems are operational.

14.(1) No relationship of employer and employee shall be created between the CORPORATION 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 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.

15. Uniform is mandatory and should be provided within 15 days of awarding the tender and before deployment of workers.

After commencement of the Agreement, uniform will have to be provided immediately to subsequently engaged security guards by the Service Provider.

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

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

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

19.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/customers, 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.

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

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

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

b) It shall be the duty of the service provider to issue proper notice as per law to the security guards due for termination on attaining the age of 65.

23.The Service Provider Providing Security Services shall submit the names, local and permanent addresses, and mobile no, ID Proof, age proof and bank details of all the Security persons deployed to the Corporation Offices.

24. If the Service Provider commits any breach of any of the terms and conditions hereof and/or fail/neglect to carry out any instructions issued to him by the CORPORATION from time to time, it shall be open and lawful for the CORPORATION to terminate this Agreement forthwith without assigning any reason and can get the work done by any person(s) or through any other Service Provider at the risk and cost of the Service Provider and the Service Provider shall have no right to claim any compensation whatsoever on this account.

25.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.

26.The Service Provider will provide security guards 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 SECURITY SERVICE PERSONS as against the present requirement enumerated in Annexure-D. Corporation may also

decide whether SECURITY services are required or not at any office/ location. In case the corporation needs services of additional guards at other offices of the Corporation, the Service Provider will have to provide them on the same terms and conditions of the Agreement inclusive of rate.

27.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.

28.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.

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

30.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.

31.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.

32. The Successful bidder 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.

33.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.

34.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.

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

36.The Service Provider further agrees to absolve the Corporation from all the liabilities in regard to any statutory enactments to the extent applicable to the service provided by the Service Provider. It is clearly understood that if the Corporation be called upon to make any payment to any government authority, the Service Provider shall reimburse such amounts to the Corporation whether such liability arises during the currency of this agreement or after expiry of the period of the agreement. If there would be any claim on the Corporation for any default of the Service Provider or its workers committed during the

operation of the Agreement, the Service Provider shall pay the Corporation such amount on demand without protest.

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

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

- a) The Agreement is for providing SECURITY SERVICES and is not an Agreement for supply of contract Labour.
- b) The Corporation shall not be liable for any obligations/responsibilities, Contractual, legal or otherwise, towards Service Provider's workers/representatives or to the said workers/representatives directly and/or indirectly, in any manner whatsoever.
- c) That the workers/representatives of Service Provider rendering the services under the Agreement, shall never be deemed to be the workers of the Corporation in any manner whatsoever and shall not be entitled for employment, salary/wages, damages, compensation or anything arising from their deployment by Service Provider for rendering the said services.

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

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

41. The Service Provider shall 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 but not restricted to the claims under 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.

42. 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.

43. The Service Provider shall pay the salaries (Basic + VDA + Bonus as per Bonus Act) as per to Security Personnel on or before 7th of the following month and make all the statutory remittances like PF, ESI etc well within the stipulated timelines.

44. (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)

(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.

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

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

46. 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.

47. 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.

48. (i) The security workers engaged by the Service Provider for deployment at LIC sites should be preferably in the age group of **18 to 65** years with minimum qualification of 9th standard and they should have been trained in operating fire fighting equipments and all related security equipments. **The Security personnel deployed in our location shall not be close relative of LIC employees in service/retired.** The security personnel should have Good health &Physique with good eye sight and hearing. The guards should be medically examined every year for fitness. Any expenditure against medical treatment of the security personnel, if required, shall be borne by the Service Provider and Corporation shall not be held responsible for any expenditure/claim on account of any medical need or exigency.

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

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

49. 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 after the notice period.

(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.

50.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.

51.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.

52.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 yearly basis at the discretion of LIC of India and on consent of the Service Provider at the same terms and conditions if the performance of the Service Provided is found satisfactory to LIC of India.

53. (1) Awardee Service Provider should submit the deed of Agreement with LIC Of India, Divisional Office, KOZHIKODE duly executed on a non-judicial stamp paper of Rs 200/-,as per the draft conditions provided by LIC of India, within 10 days (maximum) of receipt of intimation as above. Failure to sign and non-submission of deed of agreement and Security Deposit in the nature of performance guarantee of Rs.12,00,000/- (Rupees Twelve Lakhs only - Rs.4,00,000 by demand draft in favour of LIC of India payable at KOZHIKODE + Rs.8,00,000 by Bank Guarantee) within 10 days of intimation as above may result in the forfeiture of EMD and cancellation of selection as successful Service Provider. However CORPORATION at its discretion may cancel the tender and the decision will be final and binding. On signing of the agreement, the Corporation will issue work order and the Service Provider shall start its work within three days from the date of receipt of work order.

(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.

54. 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.

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

56. 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.10000/- per day will be levied if the Salaries to the Security Personnel are not paid on or before 7th of every month.

b. Penalty of **Rs.500/-** per person if not found on duty site.

c. No replacement provided for absentees by service provider – Rs.500/- per day per person.

57. 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, KOZHICODE, whose decision shall be final and binding on both the parties. The venue of arbitration shall be at KOZHICODE. The provisions of the Arbitration and Conciliation Act, 1996 shall apply to the arbitration.

58. In terms of provision of Section 33(3) of the Insurance Act, 1938, Insurance Regulatory Authority of India (IRDAI) is authorized to verify all such books of account, register, other documents and the data base in the custody of the Service Provider in respect of service outsourced by the Corporation. It shall be the duty of the Service Provider to provide such Documents/statements/information as may be required by IRDAI within such time as may be specified by the IRDAI.

59. 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.

60. Any dispute arising out of or relating to the Agreement shall be deemed to have arisen in KOZHICODE and shall be under adjudications of a competent Court in KOZHICODE only.

DECLARATION

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

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

Date:

Signature

Place:

Name & Designation

Seal of the Service Provider

Annexure D

LOCATIONS WHERE SECURITY SERVICE MAY BE REQUIRED:

| Sl No | Office | Place | No. | Sl No | Office | Place | No. |
|--------------|-------------------|------------------------|------------|--------------|------------------|---------------|------------|
| 1 | Divisional Office | KOZHIKODE | 20 | 28 | Branch office | MATTANNUR | 4 |
| 2 | Staff Quarters | BRANCH NO.I, KOZHIKODE | 2 | 29 | Branch Office | PERAMBRA | 4 |
| 3 | Staff Quarters | KASARAGOD | 2 | 30 | Branch office | VALANCHERY | 1 |
| 4 | Staff Quarters | SULTHAN BATHERY | 2 | 31 | Satellite Office | KUNNAMANGALAM | 1 |
| 5 | Staff Quarters | THALASSERY II | 2 | 32 | Satellite Office | PULPALLY | 1 |
| 6 | Branch Office | KOZHIKODE I | 4 | 33 | Satellite Office | KAMBIL | 1 |
| 7 | Branch Office | KOZHIKODE II | 4 | 34 | Satellite Office | MAHE | 1 |
| 8 | Branch Office | NILAMBUR | 4 | 35 | Satellite Office | CHERUKUNNU | 1 |
| 9 | Branch Office | PERINTHALMANNA | 4 | 36 | Satellite Office | MULLERIA | 1 |
| 10 | Branch Office | TIRUR | 4 | 37 | Satellite Office | ALAKODE | 1 |
| 11 | Branch Office | MANJERI | 4 | 38 | Satellite Office | MELATTUR | 1 |
| 12 | Branch Office | SULTHAN BATHERY | 4 | 39 | Satellite Office | CLIA SO EDODI | 1 |
| 13 | Branch Office | KALPETTA | 4 | 40 | Satellite Office | IRITTY | 1 |
| 14 | Branch Office | KASARAGOD | 4 | 41 | Satellite Office | PERAVOOR | 1 |
| 15 | Branch Office | KANHANGAD | 4 | 42 | Satellite office | BEYPORE | 1 |
| 16 | Branch Office | PAYYANNUR | 4 | | | | |
| 17 | Branch Office | NILESHWAR | 4 | | | | |
| 18 | Branch Office | TALIPARAMBA | 4 | | | | |
| 19 | Branch Office | KANNUR I & II | 8 | | | | |
| 20 | Branch Office | THALASSERY I | 4 | | | | |
| 21 | Branch Office | THALASSERY II | 4 | | | | |
| 22 | Branch | VADAKARA | 4 | | | | |



भारतीय जीवन बीमा निगम
LIFE INSURANCE CORPORATION OF INDIA

LIFE INSURANCE CORPORATION OF INDIA
DIVISIONAL OFFICE ,LIC ROAD , KOZHICODE
PIN 673001 Ph: 0495-2728712, Email os.kozhikode@licindia.com

Annexure –E

AFFIDAVIT

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

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

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

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

I / We confirm that we are neither black listed nor facing any blacklisting from an establishment of Central Govt./ 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.

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

Signature, Name, Designation and Seal of the service provider

Signed before me

Signature & Seal of Notary

PRE CONTRACT INTEGRITY PACT

General:

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on..... day of the month of2023. , between, on one hand, the Life Insurance Corporation of India (hereinafter referred to as "LIC") a statutory Corporation established under section 3 of Life Insurance Corporation Act 1956 (XXXI of 1956) and having its corporate office at "Yogakshema" Jeevan Bima Marg Mumbai 400021. (here in after called the "BUYER" which expression shall mean and include, unless the context otherwise requires, his successors in office assigns) of the First part. And M/srepresented by Shri..... .(Hereinafter called the "BIDDER /SELLER/SERVICE PROVIDER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second part.

WHEREAS the BUYER proposes to procure (*Name of the Stores/ Equipment/Item/Service*) and the BIDDER/Seller/Service Provider is willing to offer/has offered the stores/services and

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

NOW, THEREFORE,

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

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

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

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

1.Commitments of the BUYER

1.1The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any

bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting on implementation process related to the contract.

1.2 The BUYER will, during the pre-contract stage/evaluation stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

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

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

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

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

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to

the obtaining or execution of the contract of any other contract with the government for showing or forbearing to show favour or disfavor to any person in relation to the contract of any other contract with the Government.

- 3.3** Foreign BIDDERS shall disclose the name and address of their Indian agents and representatives in India, and Indian BIDDERS shall disclose their foreign BUYERS or associates.
- 3.4** BIDDERS shall disclose the payments to be made by them to their agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5** The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/ integrator/authorized agent of the stores/equipment/items and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6** The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries, including officials of the BUYER or their family members, if any, in connection with the contract and the details of services agreed upon for such payments.
- 3.7** The Bidder will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
- 3.8** The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9** The BIDDER/Contractor will not commit any offence under the relevant India Penal Code (IPC) /Prevention of corruption (PC) act. Further, the bidder will not use improperly, for purposes of competition or personal gain, pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10** The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

- 3.11** The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12** If the Bidder or any of the key personnel of the bidder, actively involved in the project is a relative of any of the actively involved personnel of the Buyer, the same should be disclosed. The term 'relative' for this purpose would be as defined in section 2(77) of the Companies Act, 2013.
- 3.13** The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee or the BUYER.
- 3.14** The Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

4. Previous Transgression

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

5. Sanctions for Violations:

- 5.1** Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
 - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - (iv) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with

interest.

- (v) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/recession and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vi) To debar the BIDDER from participating in the future bidding processes of LIC for a minimum period of five years which may be further extended at the discretion of the BUYER.
- (vii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (viii) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

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

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

6. Independent Monitors:

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

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

1. Shri. Rajni Kant Mishra , IPS(Retd.) ,
Ex Director General in BSF,
P-23, Sector-11, Noida
Dist: Gautam Buddh Nagar,
UP-201301

email – rkmishraips84@gmail.com

✱

2. Shri. Arun Chandra Verma, IPS (Retd) ,
Flat No. C-1204, C Tower, Amrapali,
Platinum Complex, Sector-119
Noida (UP)

e –mail - acverma1@gmail.com

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

7. Facilitation of Investigation:

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

8. Law and Place of Jurisdiction:

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

9. Other Legal Actions:

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

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

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

10. Validity:

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

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

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

BUYER

BIDDER

Name of the Officer:

CEO: Designation

Deptt./

Witness

1.....

1.....

2.....

2.....

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

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