



Divisional Office, "Jeevan Prakash" Distt. Shopping Complex, Ranjit Avenue, Plot No. 4 & 5, B.Block, ,
Near M.K. Hotel, Amritsar-143 001. Tel No. 0183-2504953

Ref: OS/Estate/Amritsar

Date: 23.10.2016

Sir/Madam,

Re: Tender for Security Arrangement for the properties of LIC of India at Amritsar and other offices under Amritsar Division.

We wish to engage the services of a professional Security agency in some of our buildings in Amritsar and other offices under Amritsar Division.

We would request you to submit the Tender forms in the format enclosed, if you are agreeable to the Conditions therein (Please go through the conditions carefully). Tenders forms are to be submitted in two sealed envelopes separately superscribed as "Technical Bid for Security arrangement at Amritsar Division" & "Financial Bid for Security arrangement at Amritsar Division" respectively inside a closed envelope and addressed to

**Chairman, Store Committee
"Jeevan Parkash" ,LIC of India,
Plot No 4-5, District Shopping Complex, Ranjit Avenue
Amritsar – 143001**

An amount of Rs.35000/- (Thirty five thousand only) (Interest free) towards EMD payable by Pay order / Demand Draft in favour of LIC of India, drawn on any nationalized Bank payable at Amritsar should be enclosed along with the Technical Bid. For the tender forms downloaded from the website, a DD for Rs 250/-(non-refundable) is also to be enclosed along with the Technical Bid towards the cost of the tender application.

The financial bids will be opened only if the technical bids are found suitable as per rules. The Financial bid must have a clear break-up as requested in the format. The tenders received shall be short listed based on merits. LIC reserves its right to accept/reject any or all tenders without assigning any reasons. Canvassing in any form will disqualify the applicant.

The last date for submission of tender forms is 15.11.2016 **5.00pm** and tenders will be opened on 16.11.2016 at the above said address by the duly constituted Tender opening Committee (TOC). One authorized representative from your organization may attend the tender opening session.



भारतीय जीवन बीमा निगम
LIFE INSURANCE CORPORATION OF INDIA

Divisional Office, "Jeevan Prakash" Distt. Shopping Complex, Ranjit Avenue, Plot No. 4 & 5, B.Block, ,
Near M.K. Hotel, Amritsar-143 001. Tel No. 0183-2504953

Tender Schedule

Sl No	Description	
1	Name of work :	Providing Security Guards at different locations under Amritsar Division
2	Cost of tender document	Rs. 250/- (Rupees Two hundred fifty only).
3	Earnest Money Deposit	Rs.35000/- only
4	Date of sale of tender document	23.10.2016 to 12.11.2016 between 10.00 AM and 3.00 PM on week days and between 10 AM and 12.30 PM on Saturdays (excluding Holidays and Sundays) from the above office on payment of non refundable tender cost by Demand Draft / Pay Order in favour of “ Life Insurance Corporation of India ” payable at AMRITSAR
5	Last Date & Time of receiving / submission of tender document.	On 15.11.2016 5.00pm
6	Date & Time of opening of Tender Bids	16.11.2016 11.00 am
7	Contract period	03 years (Initial).
8	Security Deposit	Rs.350000.00 only.
9	Notice period for Termination of contract.	01 (One) months by LIC of India and 06(Six) months by the tenderer.
10	Validity of tender	45 (Forty five) days from the date of opening of Technical Bid.

Yours faithfully,

Senior Divisional Manager

INSTRUCTION TO THE TENDERERS

(The Tenderer/bidder must go through the complete Tender Document–Technical Bid and Financial bid including Terms and Conditions and understand his/their responsibilities and obligations there under. **For complete details, please log on to www.licindia.in and go to “Tenders”.**

1. Each bidder can submit only one tender either by himself or as a partner in a joint venture or as a member of a consortium. If a bidder or if any of the partners in a joint venture or any one of the members of the consortium participates in more than one bid, their bids are liable to be rejected.
2. All the information as required in the tender document should be filled up in the relevant part and no column should be left unfilled. An incomplete tender document or tender document submitted without tender fee (if applicable) and Earnest Money Deposit (EMD) will be summarily rejected.
3. The tender must be submitted in two bids separately (Technical Bid & Financial Bid).
4. The Technical Bid (Addendum-A) envelope must have all the essential documents including necessary Demand Draft (s) on any Scheduled bank in favour of the “Life Insurance Corporation of India”, payable at Amritsar failing which the tender will be deemed as invalid and disqualified for bidding process. The list of documents to be attached with the Technical Bid is mentioned in Addendum C (Checklist for documents). The Tenderer must attach all the documents listed, failing which his tender is liable to be rejected.
5. The Financial Bid envelope (Addendum -B) should be sealed and consist of only the Financial Bid (Addendum B) of the tender document. The financial bid must incorporate administrative etc., charges over and above the minimum wages.

NIL charges consideration as per the Govt. of India MOF instructions vide Office Memorandum dated 28.01.2014 will not be accepted.

6. The tender containing separate sealed envelopes (for Technical Bid Addendum A & Financial Bid Addendum B) should be submitted in a third sealed envelope marked on top "Tender for Providing Security Services on Contractual Basis at LIC of India, Amritsar "with the name, address & telephone number of the Tenderer at the bottom of the cover on the left.

7. The complete sealed tender should be addressed to

Chairman (Store Committee)

“Jeevan Parkash”, LIC of India,

Plot No 4-5, District Shopping Complex, Ranjit Avenue

Amritsar – 143001

LIC of India shall not be responsible if the Tenders are delivered elsewhere or not delivered on time due to postal or any other delays.

8. All overwriting/corrections should be duly signed by the authorized tenderer.
9. Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will result in the rejection of the bid.
10. Bids must be dropped in the locked tender box available in the **OS Department, “Jeevan Parkash” ,LIC of India, Plot No 4-5, District Shopping Complex, Ranjit Avenue Amritsar – 143001** within the date and time stipulated in the Notice Inviting Tender.
11. Any bid received by the LIC of India after the deadline for submission of bids, as stipulated above, will not be considered.
12. The Tenderer signing the tender must clearly specify whether he is signing as sole proprietor, partner, under power of attorney or as Director/Manager/Secretary etc., as the case may be.
13. Initially, the contract will be awarded for three years, which may be extended on the basis of satisfactory services to the satisfaction of the LIC of India, for one more year also on the original terms and conditions.
14. The LIC of India may at its discretion, amend/modify the tender and/or extend the deadline for submission of tenders at any time prior to the last date for submission of Tenders. The LIC of India may for any reason, modify the Tender documents by amendment and information thereof will be uploaded on the LIC's website www.licindia.in and shall be binding on all concerned.
15. The LIC of India reserves the right to accept or reject any or all the tenders without giving any notice or assigning any reason and shall not be bound to accept the lowest tender. The decision of the LIC of India in this regard shall be final and binding on all.
16. The Contractor/Service Provider shall not employ any person below the age of 18 years. The Contractor/Service Provider shall indemnify the LIC of India & its representative (s) from and against all

claims and penalties which may be suffered by the LIC Of India, by reason of any default on the part of the Contractor/Service Provider to observe, and/or in the performance of, the provisions of Child Labour (Prohibition & Regulation) Act, 1986 OR any reenactment or modification of the same.

17. The Technical Bids (Addendum-A) will be opened on 16.11.2016 in the LIC of India, Divisional Office, Amritsar in the presence of Tenderers or their authorized representative(s) who wish to be present.

18. The Financial Bids (Addendum B) of only those Tenderers, whose technical bids are found suitable, will be opened at a later date and time to be intimated by the LIC of India. The tender opening committee (TOC) of the LIC of India will open properly sealed tenders only. Unsealed or improperly sealed tenders are liable to be rejected. Conditional bids will also be summarily rejected.

19. In case the last date for receipt/opening of tenders is declared a holiday the same shall be extended to the next following full working day. The time and venue will remain the same.

20. The Tenders shall be valid for a period of at least six months (180 days) from the date of opening of the tender. If the tenderer withdraws/amends/impairs / derogates the tender in any respect during this period of validity of the offer, the EMD is liable to be forfeited. Incomplete, conditional tenders and fax /e-mail/telegraphic tenders are liable to be rejected.

21. In order to satisfy itself about the nature and quality of services rendered by the tenderer, the LIC of India may depute its Officer (s) or authorized representative to visit the institute/establishments mentioned by the bidder. Besides, the 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 the LIC of India so that necessary verification is completed without any delay. In case the bidder fails to cooperate or where after verification it is revealed that the bidder does not meet with the criteria as laid down in the Tender Document, then his bid would be considered as invalid and his financial bid will not be processed further and EMD will be forfeited.

22. The Technical Bids of those bidders, with which LIC of India after its scrutiny/inspection, is satisfied with regard to compliance of technical criteria as laid down in the Tender Document, will be declared as found suitable.

23. The Financial Bids (Addendum B) of only those tenderers whose Technical Bids (Addendum A) are found responsive by LIC of India, will be further processed and evaluated.

24. The LIC of India will award the contract to the bidder whose bid has been found to be suitable and lowest as per the terms and conditions incorporated in this tender document.

25. The LIC of India will communicate the successful bidder by a letter sent through Courier/Registered Post/e-mail that his bid has been accepted.

26. The Service Provider/Contractor will be required to keep a Security Deposit of Rs.3,50,000(Rupees Three Lakh Fifty Thousand Only). The successful bidder will be required to deposit the security deposit within 15 days of award of work and Earnest Money of Rs.35, 000.00 deposited will be set off against the required deposit. This total security amount will remain with the LIC of India throughout the period of the contract. This security amount will be refunded to the contractor within 60 days of completion of the contract subject to:

i) Satisfactory Performance of the Contract.

ii) Deduction of any dues payable to the LIC on whatsoever account.

iii) Any deduction due on account of Contractors/Service Providers obligation under the contract and subject to such deductions as may be necessary for making of the LIC of India's claim against the Service Provider.

iv) Deduction of any liability/damages incurred by the LIC of India, on behalf of the Service Provider/Contractor in the discharge of their obligations under this Tender.

v) This Security deposit will not bear any interest of whatsoever kind.

27. The selected Service Provider shall be required to start the services in accordance with the time schedule specified in the work order issued by the LIC of India after acceptance of the Tender. Extension will not be given except in exceptional circumstances. In case the services are not started on the stipulated date as indicated in the work order, LIC reserves the right to cancel the work order and the EMD or Security Deposit or both may be forfeited.

28. The Service Provider/Contractor shall facilitate to introduce and enforce necessary security systems with the approval of the LIC of India, Divisional Office , Amritsar.

29. Selection of Tenderer will also governed by the provisions of MSMED Act,2016.

Addendum - A

(Refer to para no.6 instructions to the tenders)

FORM OF TECHINICAL BID

INFORMATION ON SECURITY AGENCY

1. Name of the Agency /Firm (In Block Letters)	
2. Status of Firm (Individual/Sole Proprietor/ Partnership/Pvt.Ltd/ Public Ltd Etc.,)	
3.Local address & E-mail ID	
4.If the head office is other than in (3) above, give the address of the same	
5.Contact number of the agency(Local)	
6.Name of the contact person and his contact no.(Local)	
7. Date of incorporation of the agency/ Date of establishment	
8. Registration /Licence Number /Acknowledgement No. (Under "THE PRIVATE SECURITY AGENCIES (REGULATION)ACT, 2005	
9. Licence No. under Contract Labour (Regulation & Abolition) Act, 1970 & Contract Labour(Regulation & Abolition) Central Rules, 1971.(enclose photo copy of the certificate)	
10.Number of full time security guards on roll (as on 31.03.2015)	
11. PAN (enclose photocopy)	
12. TAN	
13. EPF & ESI registration No. (enclose photo copy)	
14. Service tax registration No (enclose photocopy of certificate)	

15. Date of obtaining the ISO 9001: certificate and its validity up to ----- (Please enclose a copy of certificate)	
16. Renewal of Registration under shops & Establishment Act.(please enclose a copy)	
17. Number of clients using your security services (please enclose list giving full details name & telephone no . of person who may be contacted for confirmation)	
18.State the latest income tax assessed year and the amount, of tax assessed (copies of last 3 years IT returns, balance sheet & revenue account to be enclosed)	
19. Turnover for the last three years. & Average turnover (approx) FY: 2013-14 FY : 2014-15 FY : 2015-16 Average turnover:	
20. Name of Bankers with address, telephone nos. & IFSC code.	
21. Registration under MSMED done if any(enclose copy of certificate)	

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

I/We ----- request the Life Insurance Corporation of India, Divisional Office, Amritsar to consider our agency bid. We agree to abide by all the Eligibility criteria & other terms & conditions and scope of service prescribed in Addendum and promise to render the services to the fullest Satisfaction of the LIC of India.

SIGNATURE WITH SEAL

Name:

Designation:

TECHNICAL BID

DECLARATION

1. I / We have read the instructions appended to the Performa and I / We understand that if any false information is detected at a later date, any future contract made between ourselves and Corporation, on the basis of the information given by me / us can be treated as invalid by the Corporation and I / We will be solely responsible for the consequences.
2. I / We agree that the decision of the Corporation in selection of Service providers will be final and binding on me / us.
3. All the information furnished by me hereunder is correct to the best of my/our knowledge and belief.
4. I / We agree that I / We have no objection if enquiries are made about the work performance with clients.

SIGNATURE:

NAME & DESIGNATION:

SEAL OF THE FIRM / COMPANY:

PLACE:

DATE:

Addendum-B

(Refer to para no.5 instructions to the tenders)

FINANCIAL BID

S.No	Particulars	Security Guard (Rs.)
1	Basic +VDA wages per day	
2	Wages per month for 26 days	
3	*EPF@	
4	*ESI@	
5	Total	
6	Agency commission /Administration charges#(Specify % also)	
Total		

Note: Service tax as per the existing rules / laws (Existing rate 15.00% subject to revision by Central Govt.

- Minimum Wages shall be based on the prevailing State/Central Govt. Act (as applicable from time to time), however the companies are free to pay more but not less.
- EPF & ESI contribution to be paid for personnel employed by the tenderer shall be responsibility of tenderer.(*).
- For every six days of duty of security personnel have to be given one paid holiday.
- No guard should be given more than one shift per day.
- Adherence to statutory requirements is the sole responsibility of the security agency/company
- TDS will be recovered from the amount payable

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

Signature of Tenderer with seal

Date:

Name:

Designation:

Address:

Addendum C

(Refer to para no.4 instructions to the tenders)

CHECK LIST

Self attested copies of documents to be enclosed along with the Technical Bids:

- 1 Agency Registration/Incorporation certificate.
- 2 Licence issued Under THE PRIVATE SECURITY AGENCIES REGULATION ACT, 2005.
- 3 Licence under Contract Labour(Regulation & Abolition) Act, 1970 & Contract Regulation & Abolition) Central Rules, 1971.
- 4 Status of the Firm(Individual/Sole Proprietor/Partnership/Pvt. Ltd/Public Ltd. etc) and related document copies.
- 5 Proof for PF Registration number
- 6 Proof for ESI Registration number
- 7 TAN Copy
- 8 PAN Copy
- 9 Copy of Registration Certificate of Service tax
- 10 Income tax returns for the past 3 fin years
- 11 Audited Final Accounts for the last three financial years (IT returns of A.Ys 2014-15, 2015-16 & 2016-17)
- 12 Details of organizations where you are providing security services currently, with nature of duties & period of contract (Please attach separate sheet)
- 13 Renewal of registration under shops & establishments Act.
14. Registration under MSMED Act done if any(Enclose copy of certificate)

ELIGIBILITY CRITERIA

The applicant should:

1. Be a certified company registered under companies Act, 1956.
2. Have minimum five years experience.
3. Have an average turnover of Rs 1 Crore during each of the last three financial years.
4. Have suitable training facilities for security personnel.
5. Possess / hold a valid license issued by State Govt under the Private Security Agencies (Regulations) Act 2005 and rules framed thereunder. Proof to this effect should be attached with the technical bid.
6. Possess valid Provident Fund Registration Number, ESI Registration Number and Service Tax Registration Number, a valid PAN of Income Tax Department, Contract labour licence from Chief labour commissioner (Central)
7. Comply with all the statutory requirements such as payment of Gratuity Act, ESI, PF, etc. as applicable from time to time.
8. Have on their wage roll minimum 100 security guards as on 31.03.2016.
9. Be able to provide 24x7 Security services.
10. Have Contract with at least one Public Limited Company / Govt Institutions and private companies. Agreement copies of last two years may be enclosed.
11. Timely renewal of Registration certificate under Shops & Establishment Act.
12. Selection of Tenderer will also be governed by the provisions of MSMED Act, 2006.

The application duly completed should be addressed to the **Chairman(Stores Committee) , Life Insurance Corporation of India, Divisional Office, Plot no 4-5 , Distt Shopping Complex, Ranjit avenue, Amritsar -143001.** in a closed envelope superscribed as “ **Application for providing Security services at Offices under Amritsar Division**” along with a non-refundable application fee of Rs. 250/- and a refundable Earnest Money Deposit of Rs.35,000.00 (Rupees Thirty Five Thousand only) in the form of a demand draft in favour of the Life Insurance Corporation of India payable at Amritsar. The last date for receipt of the application form duly completed is 15.11.2016

Terms & Conditions

1. The Contractor/Service Provider shall provide services related to Security Services as listed out in the enclosure titled “**Scope of Service**”.
2. The Contractor/Service Provider should possess a valid licence issued under the Private Security Agencies (Regulation) Act, 2005 and rules framed thereunder.
3. The Contractor/Service provider shall ensure deployment of around 33 Security Guards in various locations in and around Amritsar and shall ensure compliance of all the Terms & Conditions of the Tender Documents in this regard.
4. The security personnel should have good health & physique with good eye sight and hearing. The security guards should be in the age group of 21-45 years, with minimum qualification of 8th std. They should have been trained in operating fire-fighting equipment and other security equipment. They should be able to speak Punjabi/Hindi. There will be a preliminary screening of the guards by our officials before their services are deployed in our buildings.
5. The rates quoted should be per shift & per month the posts of security guard .
6. **The rates shall be inclusive of all the charges including your contribution towards PF, ESI, weekly off, holidays, leave, reserve staff and all other statutory liabilities. The financial bid should clearly classify the costs without any ambiguity.**
7. Service tax as applicable will be reimbursed on production of evidence and it should be stated in the tender separately.
8. The shift should be of 8 hour duration. No guard should be permitted to work for two shifts continuously. Each guard should be given one day off after every six continuous days of work.
9. The Contractor/Service provider will arrange proper uniform, shoes, torch lights, batteries and rain coats for the Security Guards. The cost of maintenance/replacement shall be borne by the service provider.
10. The rates quoted in the Financial Bid shall be binding on the Contractor/Service provider throughout the contract period.
11. **PENALTIES:** If the standard of services, as mentioned above or elsewhere in the tender documents is not maintained to the satisfaction of LIC of INDIA, an appropriate penalty will be imposed and amount thereof will be deducted from the monthly bill and/or Security deposit.
 - (a) Penalty will be levied at the rate of Rs 5000/- or 2% of the total bill whichever is lower if salaries are not paid by the 7th day of every month. Delay of each day will attract a further penalty of Rs.1, 000 per day. The penalty on this account shall be deducted from the agency's bill.
 - (b) In case any security guard absents himself without a reliever, a penalty of Rs 1000/- (Rupees one thousand) per day on each occasion will be levied. The penalty on this account shall be deducted from the agency's bill.
 - (c) Rs 100/- (Rupees one hundred) will be deducted if a security guard / woman guard / supervisor is poorly turned out on duty e.g. Not in proper uniform, not wearing shoes, not wearing belt, not shaving, smoking during duty hours, misbehavior with LIC staff, and chewing pan masala/gutka during duty hours etc. The penalty on this account shall be deducted from the agency's bill.
 - (d) One day's wage would be deducted if any Security guard is found sleeping during duty hours.
12. The Service Provider/Contractor shall be responsible for any loss caused to LIC of India due to negligence of the Security Guards/Supervisor deployed by them in performing their duties.
13. **Night Checks:** The Security agency's field Supervisors/Managers must check the security guards during nights . Minimum four night checks in a month must be carried out.
14. Service Provider/Contractor will be required to keep a Security Deposit of Rs.3,50,000 only. The successful bidder will be required to deposit the security deposit within 15 days of award of work and the Earnest Money Deposit of Rs.35,000.00 only deposited will be merged with this amount.
15. The earnest money will be forfeited if :
 - (i) the Tenderer withdraws his Tender during the period of Tender validity
 - (ii) the successful Tenderer fails to deposit additional amount of Security deposit within Fifteen days of award of work. The return/refund of EMD to the unsuccessful/non-responsive .Tenderer (s) will be made within 30 days after the successful award of work to the selected bidder whose bid is found to be suitable. No interest shall be payable on it under any circumstances.

16. In the event of the Service Provider/Contractor not fulfilling the conditions of the contract, LIC of India reserves its right not to refund the **security deposit** placed with LIC of India herein above mentioned. The decision of the LIC of India shall be final and binding on the contractor, in respect of such confiscation of the security deposit.

17. If any worker of the Service Provider/Contractor indulges in theft, negligence or any illegal/irregular activities, the Service Provider/contractor shall take appropriate action against its erring worker and intimate accordingly to the LIC of India or the LIC of India itself can take action in accordance with law.

18. The Service Provider/Contractor shall issue identity cards in its own name and trading style to its employees deployed for rendering the said services, which at the LIC of India's option would be subject to verification at any time. The LIC of India may refuse the entry into its premises to any worker of the Service Provider/contractor for not bearing such identity card or not being perfectly uniformed as prescribed by the LIC Of India.

19. The Service Provider/Contractor will be required to submit the deposit challans showing the individual figures of PF and ESI money of workers deposited with the appropriate authorities for the previous month along with the monthly bill.

20. The Service Provider/Contractor shall for all purposes and interpretations be the employer of Security Guards deployed at LIC of India, and shall be responsible for all consequences out of such employment. In case LIC of India incurs any liability or damages, the Service Provider/Contractor shall at all times indemnify and keep indemnified LIC of India against any such claims or damages on account of injury/disability/death of any of its workers caused while providing the services to LIC of India which may be made under the Employees Compensation Act 1923 or any other Acts or any other Statutory modifications thereof or otherwise for or in respect of any claim for damage or compensation payable in consequence of any accident or injury sustained by the workers of the Service Provider or in respect of any claim, damage or compensation under Labour laws or other laws or rules made thereunder by any person whether in the employment or not of the Service Provider/contractor who provided or provides the service at premises of LIC of India.

21. In case the Service Provider/contractor discontinues the contract before the expiry of the period of contract, his Security Deposit shall be forfeited.

22. LIC of India reserves the right to cancel or terminate this agreement by giving thirty days' notice in writing without giving or assigning any reason(s) for doing so, and **in the event of the Contractor wishing to terminate this agreement, the Contractor shall have to give at least six months notice to LIC of India in writing** and in either event, the Contractor shall hand over the peaceful and vacant possession of the space (accommodation) as provided in the tender.

23. In the event of the expiry of the contract, the Service Provider/Contractor shall be obliged to continue providing the services on the same terms and conditions as provided in the contract, till such time as LIC of India is able to make any alternative arrangement or LIC Of India has agreed in writing to allow the contractor to discontinue earlier.

24. LIC of India or its representative(s) shall be at liberty to check at any time the deployment of workers by the Service Provider/Contractor.

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

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

27. Any dispute arising out of this contract including any clarification as to the intent or interpretation of any of the provisions of these terms and conditions, shall be first referred to the Senior Divisional Manager, LIC of India, Amritsar, whose decision in the matters shall be final and binding on the Service Provider/Contractor. Any other matter relevant to but not covered in the contract shall also be decided by making reference to the Senior Divisional Manager, LIC of India, Amritsar whose decision will be final and binding on the Service Provider/Contractor.

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

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

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

- (i) It has full power and authority to enter into the agreement with LIC Of India and perform the services and it has the necessary expertise to duly perform the services under this agreement.
- (ii) It shall render the services and perform its obligations and duties as per tender accurately and efficiently and in accordance with the instructions, specifications, procedures, standards, guidelines, time frame, as mentioned in this agreement, or as are issued from time to time by LIC of India for the performance of the services to the satisfaction of LIC of India.
- (iii) It shall be responsible for its corporate and personal taxes if any, and shall indemnify and hold LIC Of India harmless for any liability in this connection.
- (iv) It shall be responsible for ensuring that all workers engaged by the Service Provider/Contractor to provide services to LIC Of India shall hold at all times the necessary expertise and shall abide by LIC Of India's instructions, specifications, procedures, standards, guidelines, and time frames at all times during the performance of the services.

31. Nothing in this tender shall be deemed to create any partnership, joint venture, agency between LIC Of India and the Service Provider/Contractor or their representatives and employees and nothing herein shall deem to confer on any party, any authority to incur any obligation or any liability on behalf of the other party. The Service Provider/Contractor is an independent contractor and not an employee, agent, associate or authorized representative of LIC of India and the Service Provider/Contractor undertakes that it shall not undertake any obligation or liability in the name of or on behalf of LIC of India, whatsoever.

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

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

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

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

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

37. The Service Provider/Contractor shall maintain proper records about the attendance of their staff in the prescribed format as given in the Contract Labour (Regulation and Abolition) Act, 1970 along with Contract Labour (Regulation and Abolition) Rules, 1971 and would ensure that full staff strength is maintained. If due to any exigency, any worker is absent the Service Provider/Contractor should take

immediate steps to provide its substitute subject to the compliance of relevant Rules & regulations/laws/Statute.

38. The Service Provider/Contractor shall raise the invoice/bill and LIC of India agrees to pay such invoices/bills within 15 working days of receipt and acceptance of the invoice/bill, as per terms and conditions of the tender/contract. All payments to the Service Provider/Contractor shall be made by NEFT/RTGS subject to deductions, withholding of all applicable taxes and charges from time to time in force.

39. The Service Provider/Contractor must ensure that the wages to the Workers are paid within the stipulated time period as provided under relevant Rules & Regulations/Law/Statute in force. The Service Provider/Contractor will not link the payment of wages to the workers with settlement of his bills by the LIC of India. Payment of bills will be made on monthly basis through RTGS/ NEFT only, provided that the Security Services provided were/are satisfactory during the month and subject to deduction of Penalty imposed if any as per terms and conditions of tender/contract. The monthly bill payment will be made subject to following billing process. The Service Provider/Contractor submits the attested photocopies of the following documents:

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

(ii) Deposit Challan showing the individual figure of deposit of contribution of provident fund of employees' and employers' share, with the appropriate authority.

(iii) Deposit Challan showing the individual figure of deposit of contribution of ESI of employees' and employers' share, with the appropriate authority.

(iv) Deposit of contribution of provident fund and contribution of ESI of employees and employer should be with a Challan separately for LIC Of India. It should not contain the contribution of PF and ESI of employees of other organizations being serviced by the Contractor. And any other relevant record called for by Life Insurance Corporation of India.

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

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

42. The Office will have an approximate requirement of around 33 security guards and the number may increase/reduce from time to time as per our requirement. Hence the Tenderer should be able to provide at least 50 guards at any point of time. The tenderer should also be able to provide additional security guards at a short notice as and when required on same terms and conditions. Also LIC of India has the right to reduce the number of security guards at any time by giving intimation to the agency.

43. **Lodging of Complaints:** In case of any theft/accidents inside LIC campus/unnatural incident/ fire accident, the Security agency will cooperate fully for lodging complaints with the police/ competent Authority and subsequent liaison work.

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

45. LIC of India reserves the right to accept /reject any/all quotations without assigning any reasons thereof.

46. The period of contract is for three years from the date of approval of the tender with a provision to renew the contract on the same terms and conditions with mutual consent for another one/two year (maximum two extension/renewal). The LIC of India reserves the right to pre-maturely terminate the contract / agreement without assigning any reason thereof by giving one months' notice before the expiry of the contract period.

47. In terms of provisions of Section 33(3) of the Insurance Act, 1938, as amended by the insurance laws (amendments) ordinance, 2014, the Insurance regulatory Authority of India (IRDAI) is authorized to verify all such books of account, register, other documents and the data base in the custody of the contractor in

respect of services outsourced by the LIC of India. It shall be the duty of the contractor to provide such documents/statements/information as may be required by the IRDAI within such time as may be specified by the IRDAI.

48. The rules of MSMED will also be applicable appropriately as and when called for while finalizing the tenders.

49. Any dispute arising out of or relating to this tender shall be deemed to have arisen in Amritsar and be subject to adjudication of the competent court in Amritsar .

Scope of Service.

- 1.Safeguarding the LIC of India's property against theft, damage, misuse and keeping a watch over the cars, scooters, cycles etc., parked inside the premises / compound.
- 2.Preventing unauthorized persons, vehicles etc., or animals from entering the premises, taking charge of the personal property found lying unattended in the premises and handing over the same to office .
- 3.Watching the entire premises and patrolling the same frequently during the period of duties.
- 4.Observing carefully, while on patrol, pipelines, electrical fittings, drainage and safety installations and taking action against damage, breakdown or wastage, wherever possible and bringing them to the notice of the superiors for further remedial action;
- 5.Preventing additions or alterations in the premises being carried out by outsiders or tenants or employees unauthorizedly and reporting the matter to the superiors;
- 6.Performing duties in connection with pumping of water such as operating pumps etc., and fixing of bulbs etc.
- 7.Keeping the special orders and instructions given by the superiors confidential, whenever specifically told;
- 8.Checking that all doors, windows, ventilators in the case of office buildings are properly closed after office hours, locking of the main door at night, checking that the electrical lights and air-conditioners and other electrical gadgets are properly switched off, wherever necessary.
- 9.In case of theft or damage by any person to the property or any untoward incident or unusual occurrence, informing the Head of the Department / Security Officer;
- 10.Taking care of keys under his custody and handing them over to the relieving watchman or to any other authorized person.
- 11.Ensuring that no person has remained inside the premises while locking them.
- 12.Taking the following precautions against fire :
 - a)To switch off electrical heaters and other equipment, when they are not in use.
 - b)To switch off gas cylinders, kerosene stoves or other such appliances used in the office premises including canteen, when they are not in use.
 - c)To see that no cigarette or beedi ends are left smoldering;
 - d) To see that all waste paper is removed from the office and stored properly in the place meant for it. .
- 13.Taking the following action in case of a fire:
 - a) To raise alarm and muster assistance.
 - b) To contact immediately fire brigade and the police;
 - c) To try to put out the fire by using the fire extinguishing appliances available;
 - d) To inform immediately the Head of the Office or the Head of the Establishment and the Security Officer.
14. Observing strictly any instructions / orders oral or written as would be given from time to time by the authorized persons.

Security guards are required at the following places

S.No	Place	Guard per shift
1	Amritsar Divisional Office	1
2	Amritsar LIC Officers' Colony-Gate-1	1
3	Amritsar Branch Office Unit I	1
4	Pathankot Unit I	1
5	Pathnakot Unit II	1
6	Gurdaspur	1
7	Batala Unit I	1
8	Tarn Taran	1
9	Ferozepur	1
10	Fazilka	1
11	Abohar	1

Total guards per shift required : 11

Total guards required=33

LIC of India reserves the right for engaging separate agencies for different locations mentioned above depending upon the requirement. This is to be noted while submitting the Tender. The LIC of India also reserves the right to Change/Add/Delete any location to / from the above mentioned list of places at the discretion alongwith the right to increase/decrease the demanded strength of 33 security guards at any time.

We agree to abide by all the ELIGIBILITY CRITERIA AND OTHER TERMS AND CONDITIONS AND SCOPE OF SERVICE prescribed above and assure the LIC of India that we will render services to its fullest satisfaction.

Place:

Date:

Signature of Agency with Office Seal

AFFIDAVIT
(To be given on stamp paper of ` 100/-)

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

Whereas Life Insurance Corporation of India has floated a tender for Appointing 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 this tender.

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 employer and it shall be at liberty and is hereby empowered to deduct the amount of any damages, compensation costs, charges and expenses arising or occurring of any claim of damages, from any sum or sums due or to become due to 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 contract. Besides taking recourse to other legal remedies available in the contract.

Solemnly affirmed at _____ this _____ day of _____ 2016.

Before me

Notary

Signature of the Vendor
NAME / DESIGNATION AND
SEAL OF THE FIRM / COMPANY
Date: