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PROVIDING SECURITY SERVICES

TO

**LIC OFFICES UNDER
AHMEDABAD DIVISION**

Date of issue: 26th Nov. 2018

Last date of submission: 18th Dec 2018, by 12.30 PM.

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TENDER NOTICE

LIC of India, Ahmedabad Divisional Office, Ahmedabad intends to hire the services of interested reputed Licensed Service provider for providing Security Services to its various offices under Ahmedabad Division, and Staff Quarters at Ahmedabad city.

For complete details and tender documents please contact the Estate Department, 7th floor at the above mentioned address between 11.00 am to 4.30 pm or log on to www.licindia.in and click on "Tender for Security Services Ahmedabad Division" under the link "Tenders".

LIC of India reserves the right to accept or reject any or all offers in full / part without assigning any reasons whatsoever. The interested service providers that are on our panel are also required to apply a fresh, if interested.

Last date for submitting bid documents is on **18.12.2018 (up to 12.30 PM)**.

Date: **26.11.2018**

Sr. Divisional Manager

Place: Ahmedabad

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Tender for awarding work of security services on contractual basis for offices under Ahmedabad Division as per location mentioned in Annexure-“D”

Please check that total number of Pages of the tender is **36** Each Page of the Tender Document must be Signed & Stamped by the Tenderer before submission.

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Scope of Work for Security services

I) SECURITY GUARDS

1. To be present on time as per allotted schedule. The outgoing guard / care taker will relinquish his duties only after arrival of next shift guard.
2. To be always in uniform with proper Identity Card to be provided by the Service Provider along with individual identity card, should carry a whistle, torch and a lathi and the movement of the security guards must be arranged in such a way that no part of the building remain unnoticed/unattended.
3. To be courteous to the Officers/Employees/Visitors. They should be polite but firm, disciplined, physically fit and alert all the time while on duty.
4. Safeguarding Corporation's property against theft, damage, misuse and keeping a watch over the cars, scooters, cycles etc. parked inside the premises / compound; Preventing unauthorized persons, vehicles, animals etc., from entering the premises; preventing even employees from entering office premises during the night without specific permission of the Head of the Office / without identity card / permission letter.
5. Taking charge of personal property found in the Corporation's premises and handing over the same to the authorized official.
6. While on duty, observing carefully the pipelines, electrical fittings, drainage and safety of installations and taking action against damage, breakdown, leakage or wastage and bringing them to the notice of the authorized officials for further remedial action.
7. Preventing unauthorized additions or alterations in the premises being carried out by outsiders or tenants or employees and reporting the matter to the authorized Officials.
8. Performing duties in connection with pumping of water by operating pumps etc.
9. No person will be allowed inside the premises without proper identity and checking; watching entire premises and patrolling the same frequently during the period of duties.
10. No person will be allowed to carry any prohibitive items inside the premises.
11. Carrying out the special orders and instructions given by the authorized officials, confidentially whenever specifically told to do so.
12. Closing and opening of the Office daily as per the instructions of authorized officials.
13. Checking that all doors, windows, ventilators etc. in the office buildings are properly closed after office hours, locking of the main door at night, checking that the electrical lights and air conditioners and other electrical gadgets are properly switched off, wherever necessary.
14. Informing the AO (Premises)/ Security Officer/Head of Branch / Department / Building Supervisor in case of theft or damage to the property or any untoward incident or unusual occurrence.
15. Accepting letters, telegrams, news papers received during the tenure of the duty and signing for them and handing them over to the authorized officials.
16. Taking care of the keys under his custody and handing them over to the relieving guard or to any other authorized persons/s when ever required.
17. Ensuring that no person is inside the premises while locking.

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18. Taking the following precautions against fire during night time:
- To switch off all electrical heaters, air conditioners, coolers, etc.;
 - To switch off gas cylinders, kerosene stoves or other such appliances used in the canteen;
 - To check that no inflammable items such as petrol, kerosene etc., are lying in the premises;
 - To see that no cigarette or beedi ends are left smoldering;
 - To see that all waste papers are removed from the office and stored properly in the room meant for it;
19. Taking the following action in case of a fire:
- To raise alarm and muster assistance from neighbouring buildings / passers by;
 - To contact immediately AO (Estate), Security Officer, fire brigade and the police;
 - To try to put out the fire by using the fire extinguishing appliances available;
 - To inform immediately to AO (Estate), Security Officer, the Head of the Office or the Head of the Estates Dept.
 - Should act immediately in case of fire alarm alert. To identify the zone in the fire panel. Check the fire sensor for any smoke or fire in the area and act promptly to put off the fire. In case of fake alarm immediately inform electrical person on duty to attend the alarm fault.
20. Preventing any person whether employee or others – from writing on the walls of the building or compound, pillars, doors or windows of the building, pasting or hanging notices, hand bills, posters, etc., or otherwise disfiguring the office or compound walls.
21. Observing strictly instructions / orders as would be given from time to time by the authorized officials.
22. All entry and exit gates will have to be closed as per the time schedule given by the Competent Authority.
23. All vehicles will have to be allowed from gate only after thorough checking.
24. All the security guards must be in uniform wearing photo identity cards.
25. A prescribed register will have to be maintained by the Security Guards at the Security Room. Each person allowed will have to enter his / her name, address, date and time of entry / exit etc. in the register. No person will be allowed without proper identity, proper checking and entry in register.
26. The Security Guards must ensure timely switching on / off all the lights, fans, etc. in the premises, turning off water taps wherever water is flowing etc. every day.
27. Every day Security Guards will have to report at Administrative Office and sign the Attendance Register.
28. Gate Pass (duly signed by the Competent Authority) must be insisted upon before allowing any office items to go outside the premises. The Guards should be properly trained to rescue passengers from lifts in case of lift failure, operation of fire fighting equipments, operation of monitoring of baggage scanners and CC TV system.
- 29 Guards Posted at Jeevan Prakash Lifts will have to operate Lifts in addition to their watch and ward duty. They will maintain the Lifts neat, clean and hygienic condition. In case of any maintenance or break down issue related to the Lifts, they will lodge complaints with the service vendor and report the matter to the authorized officials.

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30 Guards posted at SSOs will have to attend the House Keeping work of the respective office in addition to security service as under:

1. Sweeping and mopping of all office areas including cabins, passages and attached toilets on all floors at least twice daily, Emptying of all dustbins and collection of garbage, Proper disposal of all waste from the office.
2. Cleaning of wall tiles, pots, taps/ fixtures, buckets, mugs, in the toilets etc; Filling and refilling of (i) Liquid Soap, (ii) Air Fresheners (stick / round / etc.), (iii) Naphthalene Balls / Sani Cubes to deal with bad odor and germs.
3. Daily cleaning and dusting of tables, chairs, partitions, window glasses, sofas, wooden racks, steel cabinets, etc .
4. Removing cobwebs weekly and dusting of fans, tube lights and fittings etc every month.
5. The cleaning schedule would be as per requirement and instructions of the particular office/branch.

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INSTRUCTIONS TO BIDDERS (FOR SECURITY SERVICES)

1. The tender forms will be issued from **26-11-2018 to 17-12-2018** between 11.00 am to 3.45 pm on week days except 2nd and 4th Saturdays Sunday & Holidays, on payment of Rs. 250/- + GST 18% i.e. Rs 45/- (Total Rupees Two hundred ninety five only) in cash or by Demand Draft drawn on any nationalized or schedule bank in favour of Life Insurance Corporation of India payable at Ahmedabad at the cash counter of Ahmedabad DO at the above address. The miscellaneous Receipt issued by our cash counter for the payment of tender fee is to be enclosed with the Technical Bid. For the tender forms downloaded from website, Demand Draft/Bankers Cheque for Rs 250/- +GST @18% i.e. Rs 45/- (Total Rs 295/- non refundable) payable at Ahmedabad to be enclosed along with Technical Bid towards the cost of tender application.

2. The last date for submission of dully filled in tenders (both technical and financial bids along with EMD amount) is **18.12.2018 up to 12.30 PM**. The offers received after the last date and time mentioned above will be termed as "LATE" and will not be considered and the same will be returned to the concerned bidder without opening.

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

I) **Envelope no – 1** should contain

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

(b) Tender Fee of Rs 250/- + GST 18% Rs 45/- (Total Rs 295/- non Refundable) by Demand Draft/Bankers Cheque favouring Life Insurance Corporation of India payable at Ahmedabad if not paid earlier at our cash counter at Ahmedabad Divisional Office or miscellaneous receipt for payment of Rs 295/- issued by LIC of India Ahmedabad Division in payment of tender fee+GST.

(C) EMD of Rs.100000/- (One Lakh only) by Demand Draft/Bankers Cheque favouring Life Insurance Corporation of India payable at Ahmedabad

(d) Other documents like Instructions to Bidders, Terms and Conditions ,Eligibility Condition, Annexure – A , Annexure – C and Annexure – D,. Annexure – E (on stamp paper of Rs 100/- duly notarized) duly signed and sealed on all pages. This envelope should be sealed properly with sealing wax and **super scribed as "Technical Bid- Tender for Security Services"**

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2) **Envelope no 2 (Financial Bid)** should contain Financial Bid (as per **Annexure B**:rate of wages per person per month for 8 hours duty, administrative charges etc) duly completed, sealed and signed. This envelope should be sealed properly with sealing wax and **super scribed** as “**Financial Bid- Tender for Security Services.**”

3) **Envelope no 3** Both the above envelopes are to be placed in to one big envelope no 3 super **scribed** as “**Tender for Security Services Ahmedabad Division.**”

4. The duly filled in and completed tender should be submitted to
**Sr. Divisional Manager, LIC of India,
OS Deptt, Ahmedabad Divisional office,
7th floor, Jeevan Prakash Building
Ahmedabad-380001**

5). The Technical Bid will be opened on **18.12.2018 at 02.30 PM in** the presence of Bidders or their authorized representatives who may like to remain present. All Bidders are advised to remain present (self or representative) in their own interest. The authorized representative must bring an authority letter from the bidder. Only properly sealed tenders will be opened. Unsealed or improperly sealed tenders are liable to be rejected. Conditional bids will also be summarily rejected.

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

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

7) EMD of other Bidders (excluding successful Bidder) shall be refunded without any interest on the amount deposited within 30 days from the date of final decision on awarding the contract.

8) Successful Tenderer must deposit Security Deposit in the nature of performance guarantee @ 10% of the Agreed Value by Demand draft on scheduled Bank in favour of Life Insurance Corporation of India payable at Ahmedabad within 10 days of receipt of the communication about its selection as successful Tenderer/Bidder and the same amount will be refunded without interest after expiry of the Tender Term on satisfactory performance of the Agreement. EMD of successful Bidder may be adjusted towards security deposit.

9) The following documents should be enclosed with the Technical Bid:

a) Certificate of Registration under Companies Act, 1956/Partnership deed with proof of registration of firm/Individual Firm. Valid Certificate of registration under the Gujarat Shops & Establishment Act, if applicable.

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

c) Certificate of the Labour License/Statutory Licenses as required by any Central or State Government Act. License Issued under Private Security (Regulation) Act, 2005 to operate as Security Service Provider

d) Copy of the Goods and Service Tax Registration

e) Copy of the E.P.F. registration

f) Copy of the E.S.I. registration

g) An affidavit stating that the applicant is not facing any blacklisting from any establishment of Central Government or the State Government or the PSU for breach of agreement

h) Income Tax Returns for last 3 years

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

j) Work orders of existing major Agreements with large Institutes/PSUs/Govt Organisations.

k) Work orders confirming no. of persons employed by the Bidder as at 30/06/2018

l) Permission from Police Authorities for operating as Security Service Provider

m) ISO 9001 : 2015 certificate.

10) Non submission of documents referred in technical Bid/Non disclosure of relevant information or furnishing of incorrect information, documents will suffer disqualification.

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- 11) All the pages of the tender form are to be signed by the bidder. In case of joint ownership, all owners have to sign on all the pages of the bids (Technical and Financial bids). Incomplete bids and bids lacking in details and without signatures are liable to be rejected.
- 12) Bidder should note that their tenders will remain open for consideration for a minimum period of 03 (three) months from the date of opening of Technical Bid.
- 13) The financial bids will be opened only if at least two Technical Bids are found suitable. In any case single Financial Bid shall not be opened.
- 14) It may be noted that no negotiations will be carried out, and therefore most competitive rates should be offered.
- 15) In case of identical lowest bid by more than one bidder, the selection will be made by giving priority to the Service Provider having more turn over for the F Y 2017-18.
- 16) The Service Provider may preferably be in the profession for at least 3 years and should have clients who are PSU/Banks/Government Bodies/reputed private firm.
- 17) The Service Provider may preferably be on the approved panel of at least one reputed organization of Ahmedabad city.
- 18) The Service Provider should have an establishment having good infrastructure in Gujarat preferably in Ahmedabad city.
- 19) The Service Provider is required to provide its NEFT details along with the tender documents.
- 20) The service provider which are on our panel are also required to apply a fresh, if interested.
- 21) Canvassing in any form will disqualify the tenderer.
- 22) The short-listed Service Provider will be informed in writing or telephonically by the Corporation for arranging their office inspection if required.
- 23) The Service Provider is advised to inspect the premises where the services are required to be rendered and assess for requirements themselves before submission of the tender. The prospective Bidders may interact with the LIC Officials of estate Dept DO, at above mentioned address during office hours only to understand the existing

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infrastructure and facilities, existing deployment pattern of workers, expected requirements of the Divisional Office and branches and the desired level of services which the Service Provider is expected to render during the contractual period etc.

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

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

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Eligibility Conditions:

- 1) The Bidder should have its Head/Regional/Branch Office at Ahmedabad with suitable training facilities for Security workers.
- 2) (a) The Bidder should have a valid license Issued under Private Security Agencies (Regulations) Act 2005.
- 2) (b) The Bidder should have a valid Agreement labour license under the Agreement Labour Act 1970 and Agreement labour (Regulation and Abolition) Central Rules 1971.
- 2) (c) The Bidder should have on their wage roll minimum 100 Security workers as on 30/06/2018.
- 3) The Bidder should have valid Provident Fund/Professional Tax/ESIC/Goods and Service Tax/Shops and establishment (if applicable) Registration.
- 4) The Bidder should have minimum 3 years experience of dealing in the field of providing Security services to reputed organizations and also should have an average turn over of minimum Rs. 1 crore during last 3 financial years. The Bidder should have sound financial capacity/credit worthiness acceptable to LIC of India.
- 5) The Bidder should not have been black listed in past by any Institute /PSU/Govt. Organization. The Bidder should not have rescinded /abandoned any Security Agreement awarded by any of his clients before expiry of prescribed period of Agreement.
- 6) The Bidder should not have been at any time declared insolvent or convicted for any offence and should not have been prosecuted or suffered any penalty for violation of any labour law or any other law by any court or any other Government Authority.
- 7) The Bidder should not have suffered at any time any disqualification of any nature not enumerated here in above to render the Security Services.

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

5) (a) 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 (which ever is higher) failing which the tender will be rejected.

5)(b) In case the service charges quoted by the Service Provider are found to be less than 1% of the wages (Basic+VDA) quoted, tender is liable to be rejected.

6) There should not be any deviation in Terms and Conditions as have been stipulated in the tender documents. However, in the event of imposition of any other condition, which may lead to a deviation with respect to the terms and conditions as mentioned in the tender document, the Service Provider is required to attach a separate sheet marking "list of deviations".

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7) 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.

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

9) 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.

10) 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.

10 (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.

10(b) Night checks: The Service Provider must check the security guards during nights. Minimum 4 night checks at all sites in a month must be carried out.

10 (c) The Service Provider shall give the duty allocation chart mentioning the names of the workers deployed at various locations to the Competent Authority one week in advance.

10 (d) The Service Provider will provide proper uniform, shoes, thick stick (lathi), whistle, torchlight, batteries and rain coat etc to the security guards. The cost of maintenance/replacement shall be born by the service provider.

11) 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 and do not suffer from any infectious disease.

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

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12) (2) Nothing in this tender shall be deemed to create any partnership, joint venture, Service Provider 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.

13) Uniform is mandatory and should be provided within 15 days of awarding the tender and deployment of workers. After commencement of the Agreement, Uniform will have to be provided immediately to subsequently newly engaged security guards by the Service Provider.

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

b. If the schedule as laid out in the scope of work is not adhered to by the Service Provider, a penalty of Rs.500/- + GST at applicable rate per week will be imposed.

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

14) 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.

15) 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.

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

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17) 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, 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.

18) 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.

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

20) 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.

21) The Service Provider Providing Security Services shall provide the names, local and permanent addresses, and mobile no, id proof and bank details of all the Security service persons deployed to the Corporation Offices.

22) 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.

23) 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/Service Provider shall be made by NEFT subject to deductions, withholding of all applicable taxes and charges from time to time in force.

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24) The Service Provider will provide 50 (Fifty) security guards as per “Annexure D” under the Agreement. However, the Corporation reserves the right to increase or decrease number of SECURITY SERVICE PERSONS as against the present requirement enumerated in Annexure-D and also may decide whether SECURITY services are required or not at any location. In case the corporation needs services of additional guards, the Service Provider will have to provide them on the same terms and conditions of the Agreement (inclusive of rate)

25) 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.

26) 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

27) If the Corporation notices that the worker's 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.

28) 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.

29) 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.(to be executed on Rs.100/- stamp paper duly Notarized)

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30) 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.

31) 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.

32) 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.

33) 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.

34) It is clearly understood by the Service Provider that 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.

35) 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.

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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.

36) 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 mention in financial bid shall be set off by the Corporation by giving proportionate increase.

37) 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 (which ever is higher) and/or any authority constituted by or under any law.

38) The Service Provider shall adhere to and comply with all the laws that may be applicable to him and will extend all the benefits/privileges as applicable to persons engaged by him including that of Provident Fund, ESI, Workmen's Compensation Act, Bonus, Gratuity, 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.

39) The Service Provider shall obtain appropriate license under the Agreement labour (Regulation and Abolition) Act 1970 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.

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40) (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) If payment to worker is made by cheque, then a copy of Bank account statement of relevant month showing debit of wages/benefits in favour of worker should be submitted every month with the bill by the Service provider. If payment is made through NEFT, then a copy of the statement sent to the Bank duly acknowledged by the Bank should be submitted.

40) (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.

40) (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.

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41) 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 the 3rd day 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.

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

43) 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.

44) The security workers engaged by the Service Provider for deployment at LIC sites should be preferably in the age group of **18 to 55** years with minimum qualification of 8th standard and they should have been trained in operating fire fighting equipments and all related security equipments. They should be able to read and write Gujarati and Hindi and also be able to read names and addresses in English.

45) (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.

45) (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.

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45) (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.

46) 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.

47) 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.

48) PERIOD OF THE AGREEMENT: The Agreement shall initially be for a period of one year, which may be extended at the discretion of the Corporation for a further period of maximum one year with the same terms and condition inclusive of rates.

49). 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 herein above mentioned, in part or in full and to take such other decision as may be required in the interest of the Corporation.. The decision of the LIC of India shall be final and binding upon the Service Provider in the matter.

50) (1) Awardee Service Provider should submit the deed of Agreement with LIC Of India, Ahmedabad Divisional Office duly executed on a non-judicial stamp paper of Rs 100/-, 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 @ 10% of the Annual Agreement Value 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.

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50)(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.

50)(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.

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

52) 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, Ahmedabad Divisional Office, Ahmedabad, whose decision shall be final and binding on both the parties. The venue of arbitration shall be at Ahmedabad. The provisions of the Arbitration and Conciliation Act, 1996 shall apply to the arbitration.

53) In terms of provision of Section 33(3) of the Insurance Act, 1938, as amended by the Insurance Laws (Amendments) Ordinance, 2014, Insurance Regulatory Authority of India (IRDAI) is authorized to verify all such books of account, register, other documents and the data base in the custody of the 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.

54) In terms of provisions of Section 33(4) of The Insurance Laws (Amendment) Ordinance, 2014, Insurance Regulatory 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.

55) Any dispute arising out of or relating to the Agreement shall be deemed to have arisen in Ahmedabad and shall be under adjudications of a Court in Ahmedabad only.

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DECLARATION

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

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

Date:

Place:

(SIGNATURE OF THE SERVICE PROVIDER WITH SEAL)

Annexure-C

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

1	Service Provider Registration/Incorporation -certificate
2	Certificate under Shops & Establishment Act, duly renewed
3.	License under Agreement Labour(Regulation & Abolition) Act, 1970 & Agreement (Regulation & Abolition) Central Rules, 1971.
4	License Issued under Private Security Agencies (Regulations) Act 2005.
5	Permission of Police Authorities for operating Security Service Provider
6.	Copies of documents related to status of the Firm (Individual/Sole Proprietor/Partnership/Company).
7.	Proof for PF Registration number
8.	Proof for ESI Registration number
9.	TAN Copy
10.	PAN Copy
11.	Copy of Registration Certificate of Goods and Service Tax
10.	Income Tax Returns for the last 3 financial years
12.	Audited Final Accounts, Balance sheets, Profit and Loss Statements for the last three financial years.
13.	Details of organizations where you are providing Security services currently, with nature of duties & period of Agreement.(with work-orders)
14	Work orders confirming no. of persons employed by the Bidder as on 30/06/2018
15	Affidavit as per Annexure E

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<u>ANNEXURE-D</u>
Locations for SECURITY Guards and Duty hours

Building	No of guards	Shift wise distribution of guards	Justification for need	Remarks
J. Prakash (Own premise)	06	02 *03 (shifts)	Bldg houses Div office & 07 branches	1 guard at main gate of campus, 1 at main entrance of premise for all days
J. Prakash (Own premise)	02	02*01 (General shift i.e. 10 am to 6 pm)	Bldg houses Div office & 07 branches	1 addl guard at main entrance of premise ,1 at rear entrance (01 shift for working days only).
J .Prabha (Own premise)	03	01*03(shift)	Bldg houses 02 branches	1 at main entrance of premise (each shift) for all days.
J. Jyoti (Own premise)	03	01*03(shift)	Bldg houses 02 branches & guest house	1 at main entrance of premise in each shift for all days.
J. Jyoti (Own premise)	01	01*01(General shift i.e. 10 am to 6 pm)	Bldg houses 02 branches & guest house	1 at rear entrance (parking) for day shift for working days only.
J. Sadan (Own premise)	03	01*03(shift)	Bldg houses 02 branches	1 at main entrance of premise(each shift) for all days.
J.Abha (Own premise)	01	01*01(General shift i.e. 10 am to 6 pm)	Bldg houses STC & Audit Centre	1 at main entrance of premise for day shift for working days only.
J.Vikas(Bimanagar) (Own premise)	03	01*03(shift)	Bldg houses 02 branches, ZUS, B&AC	1 at main entrance of premise(each shift) for all days.
Model flat(Open plot Bimanagar) (Own plot)	03	01*03(shift)	Open plot +Model flats	1 at the plot for each shift for all days.
Bimanagar open Plot (Own plot)	03	01*03(shift)	Open plot +04 SQs Bima nagar Row House	1 at the plot for each shift for all days.
J. Basera (Own premise)	03	01*03(shift)	06 SQs (Including SDM's qtr)	1 at main entrance of premise(each shift) for all days..

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J.Shikha (Own premise)	03	01*03(shift)	Vacant Premise	1 at main entrance of premise(each shift) for all days..
Naranpura/P&GS (Own premise in a GHB complex)	01	01*01(Night Shift)	Bldg houses 02 branches	1 at main entrance of premise(night shift 10 pm to 6 am) for all days..
Jeevan Sudha	01	01*01(shift)	The campus houses 16 staff quarters.	1 at main entrance of premise for day shift for all days only
Jeevan Prakash	03	03*01 (shift)	For operating of 3 Lifts in Jeevan Prakash	1Guard each for each of 3 lifts (day shift 10 am to 6 pm) for working days.
SSOs (08 No)+ (Rented Premise)	08	01*01(shift)	Small units with only 03 officers/ Cash security	1 at main entrance of branch (day shift 10 am to 6pm) at each branch for working days only.
++ SSOs (Proposed SO at Dholka, Bapunagar and Nikol)	03	01*01 (Shift)	Small units with only 03 officers/ Cash security	1 at main entrance of branch (day shift 10 am to 6pm) at each branch for working days only.
Total Guard	50			

- Requirements of no. of guards and their shift re allocation may vary from time to time as per need of LIC OF INDIA Ahmedabad Division.

+ Guards posted at SSOs will have to attend the house-keeping work of the respective office in addition to security service.

++ Guards services for proposed SO will be availed after opening of Satellite Offices at Dholka, Nikol and Bapunagar

* Guards posted at Jeevan Prakash Lifts will have to operate the Lifts in addition to attending security services

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Annexure -E

AFFIDAVIT

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

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

Whereas Life Insurance Corporation of India, Ahmedabad DO 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 confirm that we are neither black listed nor facing any blacklisting from an establishment of Central Govt. or the State Govt or the PSU for breach of agreement.

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

I / We further state that I / we shall indemnify Life Insurance Corporation of India against all claims which may be made by our workers up on the Life Insurance Corporation of India, believing as 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 Agreement, besides taking recourse to other legal remedies available in the Agreement.

Signed before me Notary

NAME / DESIGNATION AND SEAL OF THE SERVICE PROVIDER

Date:

(SIGNATURE OF THE SERVICE PROVIDER WITH SEAL)