



भारतीय जीवन बीमा निगम  
LIFE INSURANCE CORPORATION OF INDIA

“Jeevan Prakash”, Divisional Office, 9A, Punithavathiyar Street, Palayamkottai, Tirunelveli - 627 002. Ph: 0462 2560024, Email: [os.tirunelveli@licindia.com](mailto:os.tirunelveli@licindia.com)

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Invitation of Tenders for Security Services.

Life Insurance Corporation of India, Tirunelveli Division invites tenders for Security Services – in Tirunelveli Divisional Office, Branch Offices, Record Maintenance Offices and Staff Quarters under Tirunelveli Divisional Area in sealed envelopes from reputed licensed Organizations/individuals having sound financial capacity and proven track record of at least 3 years in the field with an annual turnover of Rs. 8 lakhs and above to large institutions/PSUs/Hospitals/Hotels etc., for providing Security Services. The tenderers meeting the criteria specified in the tender shall only be considered for further evaluation. Tender format containing Terms & Conditions for Security Services at different locations mentioned in Tirunelveli Divisional Area is available in our website <[www.licindia.com](http://www.licindia.com)> from 21.04.2022 to 11.05.2022. Last date for submission of filled in tenders to our office will be on 11.05.2022 before 15:00 Hrs.

Tenderers, will have to send a DD for Rs.295/- (Rupees Two hundred Ninety Five only) (Rs.250+GST) towards tender fee along with the completed tender. The Sr. Divisional Manager, LIC of India, Tirunelveli reserves the right to reject/issue the tender to any agency at his sole discretion without assigning any reason whatsoever.

Date: 21.04.2022.

Senior Divisional Manager.



“Jeevan Prakash”, Divisional Office, 9A, Punithavathiyar Street, Palayamkottai, Tirunelveli - 627 002. Ph: 0462 2560024, Email: [os.tirunelveli@licindia.com](mailto:os.tirunelveli@licindia.com)

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TENDERSCHEDULE

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Sl No	Description	
1	Name of work	Tender Security Services for LIC, Tirunelveli Divisional Office, Branch Offices, RMFs and Staff Quarters.
2	Cost of tender document (Non refundable)	Rs.295.00 (Rs.250 and GST on Tender @18% Rs.45).
3	Earnest Money Deposit	Rs.30,000/- (Thirty Thousand Only)
4	Date of sale of tender document.	From 21.04.2022 to 11.05.2022 between 10.00 AM and 3.00 PM on working days ( excluding Holidays , Saturdays 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 Tirunelveli.
5	Last Date & Time for submission of tender document	On 11.05.2022 up to 15 Hrs.
6	Date & Time of opening of Technical Bids	The “Technical Bids” will be opened on 11.05.2022 at 15:30 Hrs in the presence of bidders or their authorized representatives who may wish to be present.
7	Date & Time of opening of Financial Bids.	Shall be intimated later on.
8	Contract period	<b>One year term, which can be renewed on the same terms and conditions for second /third years if the performance of the service provider is satisfactory to LIC.</b>

Date :21.04.2022.

Sr Divisional Manager.



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### INSTRUCTIONS TO BIDDERS

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The tender forms will be available from 21.04.2022 to 11.05.2022 between 10.00 AM and 15.00 PM on week days ( excluding Holidays , Saturdays and Sundays ).

1. The last date for submission of filled in tenders ( both technical and financial bids) is On 11.05.2022 up to 15.00 Hrs.. The offers received after the last date and time mentioned above will not be considered.

2. The filled in tenders should be submitted to the address given below :

The SENIOR DIVISIONAL MANAGER  
L.I.C. OF INDIA, DIVISIONAL OFFICE,  
9-A, PUNITHAVATHIAR STREET.  
TIRUNELVELI – 627 002.

3. The technical bid will be opened on 11.05.2022 at 15:30 PM in the presence of bidders or their authorized representatives who may wish to be present..

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 Institute/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 and their financial bids will not be processed further and EMD will be forfeited..

4. The tender form consists of the following documents. i.e.,

- i) Instructions to bidders and Terms & Conditions.
- ii) Technical part.
- iii) Financial part.
- iv) EMD and Tender Fee.

5. The offers are to be submitted in Two Bid system i.e., Technical Bid and Financial Bid. The Technical Bid consists of all the required information called for in the questionnaire (other than the price). The Technical Bid shall be submitted in sealed cover ( Marked Envelope – I ) super scribing as “Technical Bid” for “TENDER FOR SECURITY SERVICES – LIC, DIVISIONAL OFFICE TIRUNELVELI and DIVISIONAL AREA”. The envelope shall contain the addressee’s details and details of the bidder also.

6. The price bid shall contain only financial details i.e., rate and other financial implications. The Financial Bids will be placed in the Envelope - II and super scribed with addressee and bidders details.

**Signature of the Service Provider.**

7. Envelop III superscribing as “Earnest Money Deposit” for “TENDER FOR SECURITY SERVICES – LIC, DIVISIONAL OFFICE TIRUNELVELI and DIVISIONAL AREA”.

will contain DD for EMD amount of Rs. 30,000/- ( Rupees Thirty thousand only) in the form of Demand Draft / Pay Order in favour of “ Life Insurance Corporation of India”payable at TIRUNELVELI the Miscellaneous Receipt of the tender fee of Rs.295 (Marked Envelop III)

Please note that no interest is payable on the EMDs.

8. In case the tender form is downloaded from the corporation’s web site, the non refundable tender fee of RS . 295/- (Rupees two hundred Ninety five only) may be remitted in the form of Demand draft / Pay order drawn in favour of “ Life Insurance Corporation of India” payable at TIRUNELVELI.

All the three envelopes will be placed in a fourth envelope ( Envelope – IV) and sealed and submitted to the LIC OF INDIA, DIVISIONAL OFFICE, TIRUNELVELI at the address given above. The envelope must be super scribed with “TENDER FOR SECURITY SERVICES – LIC, DIVISIONAL OFFICE TIRUNELVELI and DIVISIONAL AREA” and the last date for submission 11.05.2022 up to 15.00 Hrs and the Technical bid will be opened on 11.05.2022 at 15.30 PM in the presence of bidders or their authorized representatives who may wish to be present.

9. Refund of EMD :- EMD shall be refunded as under :

(i) EMD of all unsuccessful Vendors / bidders shall be refunded within one month’s time after scrutiny and submission of Technical Assessment Report by Divisional Committee to the SENIOR DIVISIONAL MANAGER.

(ii) EMD of other bidders (except lowest bidder) shall be refunded within one month’s time after opening of Financial Bids.

(iii) EMD of lowest bidder shall be refunded separately or adjusted along with the Security Deposit.

(iv) In case the lowest vendor / bidder refused to render services after issue of allotment letter , a notice shall be served to them by giving 30 ( thirty ) days time failing which their EMD amount lying / retained with us shall be forfeited without any further correspondence.

Sr. Divisional Manager is the competent authority to refund / forfeit the EMD amount.

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

11. Tenderers should note that their tenders should remain open for consideration for a minimum period of 03 ( Three months) months from the date of opening of “Technical Bids”.

12. The Tender Inviting Authority reserves the right to accept any tender or to reject any or all tenders at his sole discretion without assigning reasons thereof. The Tender Inviting Authority does not bind to accept the lowest tender.

Place :

Date :

Signature of the service provider with seal



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### Tender for Security Services

This tender consists of two parts, viz., Technical Bid including Instructions to Bidders , Terms and conditions and Financial Bid containing expected price only. Separate Technical and Financial bids are to be submitted for each proposal. The Technical Bid , Financial Bid and the Earnest Money Deposit ( EMD) should be sealed in envelopes . The use of envelopes will be as under :

(a) Envelope marked as I : The duly completed Technical Bid be put in this envelope and sealed.

(b) Envelope marked as II : The duly completed Financial Bid be put in this envelope and sealed.

(c) Envelope marked as III : The DD or Bankers cheque for “ Earnest Money Deposit”and “Cost of tender document” or the Miscellaneous Receipt of the required value be put in this envelope and sealed.

(d) Envelope marked as IV : All the three envelopes shall be placed in envelope marked –IV and sealed ( i.e. Envelopes marked as IV , will contain three envelopes marked as I ,II & III) and submitted to LIC of India, in sealed condition “ Superscribing as “TENDER FOR SECURITY SERVICES – LIC, DIVISIONAL OFFICE TIRUNELVELI and DIVISIONAL AREA”. Last date for submission is on 11.05.2022, 15.00 Hrs.

**Signature of the Service Provider.**

Terms and conditions:

1. The terms and conditions along with the instructions will form part of the tender to be submitted by the tenderer to LIC of India, , herein termed as Corporation.
2. Tender which is received on account of any reason whatsoever including postal delay etc. After the expiry of time and date i.e 11/05/2022, 15.00 Hrs fixed for submission of tenders shall be termed as 'LATE' tender and not to be considered. Such tender shall be returned to the concerned party without opening the same.
3. All vendors are requested to submit the tender documents (Technical Bid and Price Bid) duly filled in with the relevant documents / information at the following address :

THE SENIOR DIVISIONAL MANAGER,  
L.I.C. OF INDIA, DIVISIONAL OFFICE,  
9-A PUNITHAVATHIAR STREET,  
PALAYAMKOTTAI, TIRUNELVELI 627 002

Place :

Date :

**Signature of the Service Provider.**

with seal



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ENVELOP – 1.

ANNEXURE “A”

*Tender for Security Services*

*TECHNICAL BID*

LIC OF INDIA, TIRUNELVELI DIVISION

1. Name of the Firm /Organisation ( in Block Letters)	
2.Date of Establishment / Incorporation.	
3. Registration No. For registration under Companies Act,1956 (Please enclose photo copy of the certificate)	
4. Correspondence address and Telephone No.	
5. Address of Head Office (if separate) and Telephone No.	
6. Status : Proprietary / Partnership / Private Limited Company / Public Limited Company.	
7. Name(s) of the proprietor/ Partners /Directors.	
8. Name of the Chief Executive with his present address, Mobile / Telephone No	
9. Name(s) of Representative(s) with Designation who would be calling on us and attending to our jobs.	
10. Bank Account Details to refund/make payment through NEFT. ** a). Name as in Bank Records: b) Name and address of Bank: c) Type of account (Current /SB) d) IFS Code of Bank e) Account No. (Copies of first page of pass book or Cancelled Cheque leaf with Name)	
11. PAN No. And TAN No allotted by Income Tax Dept. (Please enclose attested photocopy).	

12. Labour Licence Nos. and validity under various provisions of Labour Laws. (Please enclose attested photocopy of certificate).	
13. Goods and Service Tax Registration No. (Please enclose attested photocopy of certificate).	
14. E.P.F. Registration No. (Please enclose attested photocopy of certificate).	
15.ESI No. (Please enclose attested photocopy of certificate).	
16. Average Turnover of the Agency for the last three years. Submit copies of I.T returns, Balance Sheets & P/L accounts for last three years.	F.Y.2018-19.  F.Y. 2019-20.  F.Y. 2020-21.
17. State the latest Income Tax Assessed year and the amount of Tax Assessed (copies of last 3 years IT Returns, Balance Sheets & Revenue A/c to be enclosed).	
18 Details if registered with any other Government Authority (ies).	
19. Date of obtaining ISO 9001:2008 certificate and its validity period (Please enclose an attested copy of certificate), if any.	
20. Details of empanelment with any office of LIC of India and/or PSUs/any other Corporate Offices. (Please enclose list giving full details and name and telephone no. of person/s who may be contacted for confirmation).	
21. Details of your Past Experience and Presently undertaken in the field of Security Services. (enclose the certificates from the relevant institutions).	
22. Furnish the details of Security Services annulled/broken services before the end of contractual period, if any.	
23. Mention any other specialties of your establishment.	
24. Registration/Licence Number (Under 'The Private Security agencies (Regulation) Act 2005. Licence No. Under contract Labour (Regulation & Abolition) Act 1970 & Contract Labour (Regulation & Abolition) Central rules 1971.	
25. MSME/NSIC Registration details.	

**Signature of the Service Provider.**



**NOTE:**

Please type out this form or fill it up legibly in ink. If space provided is insufficient, please attach separate sheet/s of paper by giving appropriate question numbers and answers thereto duly authenticating the same with signature and seal.

I / We \_\_\_\_\_ request Life Insurance Corporation of India, Tirunelveli Division to consider our agency bid. I / We agree to abide by all the "ELIGIBILITY CRITERIA AND OTHER TERMS AND CONDITIONS" prescribed in your formats and assure to render the services to the fullest satisfaction of the Corporation.  
Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Signature of the service provider.

Name & Address

Seal

*NOTE: The Corporation reserves the right to accept or cancel any of the Agencies tender at their absolute discretion without assigning any reason. Applications received with incomplete information or alterations will not be considered.*

Note: Documentary evidence wherever applicable should be enclosed.  
(Copies of the credentials & Certificates issued by any other institution may be enclosed)

**Signature of the Service Provider.**



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ENVELOP – II

ANNEXURE “B”

*Tender for Security Services*  
LIC OF INDIA, TIRUNELVELI DIVISION.

The consideration for Security services shall be as follows :

S NO	PARTICULARS	
		Security Guard without Arms. Per shift of 8 Hrs.
		RS.
1	Basic.	
2	V D A.	
3	E P F.	
4	E S I.	
5	Bonus / Any other Allowance.	
6	Service Charges / Admn. Charges/ (incl. of all charges).	
7	G.S.T.	
8	Total Rupees.	

\* Minimum Wages shall be based on the prevailing Central Act wef 01.4.2022.

However the companies are free to pay more but not less. EPF, ESI, BONUS contribution to be paid for personnel employed by the tenderer shall be responsibility of tenderer.

\* For every six days one day off should be given. The tenderer will have to bear the cost of providing off duty personnel for this weekly off.

\* The rates quoted shall be inclusive of all these including cost of uniform, training, other overheads, bonus, gratuity, profits etc., and taxes whatsoever payable and given in service charges(S NO:6)

\* No guard will be given more than one shift per day.

Adherence to statutory requirements is sole responsibility of the company.

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.

Date:

Name:

Designation:

Address :

Signature of the Service Provider.

Name & Address

Seal



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ANNEXURE “C”.

LIST OF LOCATIONS

Sl.No	Division	LOCATIONS		No. of Locations
		District	DO/Branch.	
1	TIRUNELVELI	TIRUNELVELI	Divisional Office Unit – I RMF Bldg Officers’ Quarters	4
2	TIRUNELVELI	TIRUNELVELI TENKASI VOC KANYAKUMARI VOC	Ambasamudram Sankarankoil Kovilpatti Nagercoil – Unit I Tuticorin	5

Total Locations - 9 .

*Documents to be enclosed along with Technical Bid in Annexure “A” :*  
( Self attested photo copies of the following documents )

1. Certificate of Registration with Labour Department, Government of Tamilnadu
2. Certificate of Registration with office of the Regional Provident Fund Commissioner.
3. Certificate of Registration with employees State Insurance Corporation.
4. Certificate of registration for GST.
5. Audited financial statements (Profit and Loss and Balance Sheet) for the last three financial years.
6. Income tax assessment order /returns for the last three financial years.
7. Certificate of Income Tax PAN Number.
8. Certificate of Registration/Licence under ‘The Private Security agencies (Regulation) Act.2005.
9. An affidavit stating that the applicant is not facing any blacklisting from an establishment of central govt. Or the state govt. As the PSU for breach of agreement.
10. MSMSE/NSIC Registration details, if any.
11. No. Dues certificate on non-judicial stamp paper of Rs.100/- duly notarised.
12. Pre-contract integrity pact on non-judicial stamp paper of Rs.100/- duly notarised.
13. Enclose a copy of the cancelled Cheque Leaf or Copy of the First Page of the Pass Book.

Signature of the Service Provider.



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*Eligibility Criteria & Requirements*

1. The applicant must be a Registered / Licensed Organization / Partnership firm / Sole proprietorship.
2. The applicant must have a proven track record of minimum 3 years with reputed clients in rendering Security services.
3. The applicant must have sound financial capacity / credit worthiness acceptable to LIC of India.
4. The applicant must have annual turnover of Rs.8 lakhs and above during the last three financial years.
5. a. The applicant must produce relevant documentary evidence along with the tender application form.  
b. Non disclosure of relevant information or furnishing of incorrect information / documents will suffer disqualification.
6. The applicant must not have been at any time declared as insolvent or convicted for any offence.
7. The applicant shall comply with all the requirements of labor laws, obtain all licences / approvals / permissions to carry on the business of Security services.
8. The applicant must not have been prosecuted or suffered any penalty for violation of any labor laws by any Authority.
9. The applicant should not have rescinded/abandoned any Security contract awarded by any of his clients before the expiry of prescribed period of contract.
10. The applicant should neither be a sub-contractor to any other entity/ person nor has at any time sub-let the contract awarded to the applicant to any other person.
11. The applicant has not suffered any disqualification to render the security services at any time in respect of matters not enumerated herein.
12. The applicant should not be a party to any cartel at any time for processing any contract including the present Tender.
13. The tenderers are advised to inspect the facilities, premises etc. where the services are required to be offered and assess for requirements themselves before submission of the tender.
14. LIC of India is not responsible in any manner for the postal delay / loss / non receipt of the tender.
15. The validity of the tender shall be for 3 months.
16. The rates to be quoted shall be inclusive of all i.e., providing Security services inclusive of all taxes, charges, levies etc., if any. Income Tax will be deducted as per the prevailing rates.
17. The tender should be submitted so as to reach Office on or before the date and time specified in the covering letter.

Signature of the Service Provider.



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18. Corrections, if any, in the quotation should be duly authenticated with full signature. In case of any difference between the figures and the wordings, the wordings will be taken as the correct one.

19. The quotation should be either typewritten or neatly and legibly hand written in dot-pen.

20. Technical Bid & Financial Bid should be placed in separate individual sealed covers and these two individual covers should be placed in a sealed cover. Quoting of price openly or submission of financial bid along with technical bid without putting in a separate sealed cover will result in disqualification of the tender.

21. Any tender not complying with eligibility criteria and requirements either wholly or partially shall be liable for rejection.

22. The successful tenderer will be required to deposit an amount of 3% of contract value by way of a crossed A/c payee demand draft favouring LIC of India, drawn upon any nationalized bank payable at Tirunelveli, towards security deposit. This deposit will be refunded only on successful completion of the agreement period. No interest will be payable on this security deposit. The EMD of the successful tenderer will be adjusted to such Security Deposit, allowing the tenderer to deposit the balance amount.

23. If the successful tenderer fails, in course of the agreement period, to comply with the terms and conditions of the Agreement, the security deposit may be forfeited in full or in part as decided by the Competent Authority .

24. The Competent Authority reserves the right to change the relevant dates; to accept or reject all or any of the applications; to accept any higher bid; or cancel all tenders without assigning any reasons whatsoever.

25. Any dispute arising out of or relating to this tender shall be deemed to have arisen in Tirunelveli and shall be subject to adjudication of a competent court in Tirunelveli.

26. The applicant must furnish an appropriate declaration in respect of the terms and conditions mentioned herein along with the application form.

27. The contractor must be ready to produce books of accounts, registers, other documents and data in his custody or power, before investigating officer and to furnish him with any information and statement related to affairs of the insurer or intermediary of insurance intermediary.

Signature of the Service provider.

Name & Address

Seal



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### Terms & Conditions

1. The Contractor/Service Provider shall provide services related to Security Services, as listed out in Annexure titled “Scope of Service”.
2. The Contractor/Service Provider should be possessing/holding a valid license issued as per Private Security Agencies (Regulation) Act, 2005 and rules framed there under.
3. The security personnel should have good health & physique with good eye sight and hearing. The security guards should be in the age group of 25-50 years, with minimum qualification of 9th std., They should have been trained in operating fire fighting equipments and all related security equipments. They should be able to speak in regional language(Tamil). There will be a preliminary screening of the guards by our officials before deploying their services in our buildings.
4. The rates quoted should be per shift, category-wise for the posts of security guard & security supervisor. (All posts without arms)
5. The rates shall be inclusive of Central minimum wages, including your contribution towards PF,ESI,BONUS, weekly off, holidays, leave, reserve staff and all other charges/statutory liabilities applicable as on date of Tender i.e. 01.04.2022 . The financial bid should clearly classify the costs without any ambiguity.
6. 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.
7. The Contractor/Service provider will arrange proper uniform, shoes, torch lights, batteries and rain coat for the Security Guards. The cost of maintenance/replacement shall be borne by the service provider.
8. The rates quoted in the Financial Bid shall be binding on the Contractor/Service provider throughout the contract period.
9. 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, appropriate penalty will be imposed and amount thereof will be deducted from the monthly bill and/or Security deposit.
10. The Service Provider/Contractor shall be responsible for any loss caused to LIC of India due to negligence of the Security Guards deployed by them in performing their duties.
11. 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 towards security deposit within Fifteen days of award of work.

Signature of the Service Provider.

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 responsive and lowest. No interest shall be payable on it under any circumstances.

12. In the event of the Service Provider/Contractor not fulfilling the conditions of the contract, LIC of India reserves its right to forfeit 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.

13. The regularity of the performance of the service will be the essence and shall form a central factor, while evaluating the performance from time to time. The Service Provider/Contractor shall take all possible steps to ensure and to maintain its performance as determined by LIC of India from time to time. If LIC of India notices that the personnel of the Service Provider/Contractor has/have been negligent, careless in rendering the said services, the same shall be communicated immediately to the Service Provider/Contractor who will take corrective steps immediately to avoid recurrence of such incidents and report to LIC of India.

14. 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 LIC of India or LIC of India itself can take action in accordance with law.

15. The Service Provider/Contractor being the employer in relation to workers employed by it to provide the services under the terms and conditions shall alone be responsible and liable to pay wages/salaries to such persons. The wages/salaries shall be as fixed as prescribed under the Minimum Wages Act 1948 for the category of workers employed by it from time to time by the Chief Labour Commissioner (Central), Government of India, Ministry of Labour & Employment. He will ensure compliance of all the relevant labour laws

16. The Service Provider/Contractor shall issue identity cards on its own name and trading style to its employees deployed for rendering the said services, which at LIC of India's option would be subject to verification at any time. LIC of India may refuse 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 LIC of India.

17. The Service Provider/Contractor will pay the wages as per the Minimum Wages Act and disburse the wages in the presence of authorized officer of LIC of India on or before the 7th of every month. The Service Provider/Contractor will be required to submit the deposit challans showing the individual figure of PF and ESI money of workers deposited with appropriate authorities for the previous month along with the monthly bill.

Signature of the Service Provider.

18. The Service Provider/Contractor shall for all purposes and interpretations be the employer of Security Guards 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 there under by any person whether in the employment of the Service Provider/contractor or not who provided or provides the service at premises of LIC of India.

19. The Service Provider/ Contractor shall at all times indemnify and keep indemnified the LIC of India against any claim by any third party for any injury, damage to the property or person of the third party or for any other claims whatsoever for any acts of commission or omission of its employees or personnel during the hours of providing the services at LIC's premises or before and after that.

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

21. 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 three 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.

22. In the event of the earlier termination by either parties to the contract or 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.

23. 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.

24. 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 bills/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.

Signature of the Service Provider.



25. 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 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.

26. 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, the same shall be first referred to/sought from the Sr. Divisional Manager, LIC of India, Divisional office, Tirunelveli 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 Manager(E&OS), LIC of India, Divisional office, Tirunelveli whose decision will be final and binding on the Service Provider/Contractor.

27. The Service Provider/Contractor shall comply with the instructions provided by LIC of India, Divisional Office, Tirunelveli 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.

28. The Service Provider/Contractor shall abide by the rules, guidelines, policies and procedures applicable to LIC 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.

29. 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.

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.

Signature of the Service Provider.

(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. LIC of India shall have the right to deduct from the money due to the Service Provider/Contractor, any sum required or estimated to be required, for making good the loss suffered by any worker, by reason of non-fulfilment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deduction made from their wages which are not justified by their terms of the contract or non observance of the Regulations.

32. 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.

33. 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.

34. 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.

35. 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.

Signature of the Service Provider.

36. 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.

37. 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.

38. LIC of India, Divisional office, Tirunelveli shall accept no liability explicit or implicit for, nor any financial or other consequences arising from sickness, injury, damages or death of the personnel of the Service Provider/Contractor, of the staff members or of any sub-Contractor or agent or of any person performing on their behalf any work under the present contract, including the time spent in travel, nor for any damages which may arise by reason of the neglect or default of any of them.

39. 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.

40. 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. The Service Provider/Contractor has to first pay the wages to the Workers and then put up his bill for payment. 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) Muster Roll/Attendance sheet of the workers signed by the Service provider/Contractor for the month on the format prescribed in the Contract Labour (Regulation and Abolition Act, 1970) along with Contract Labour (Regulation and Abolition) Rules,1971.

(ii) Penalty register in respect of Security Guards

(iii) 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.

Signature of the Service Provider.

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

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

(vi) Receipt and Statement of Bonus paid to the employees (To be Submitted in the following Month after making payment)

(vii) 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.

(viii) If payment to worker is made by cheque, then a copy of Bank account statement of previous month showing debit of wages/benefits in favour of workmen should be submitted every month with the bill by the Service provider /Contractor.

41. 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.

42. The Service Provider/Contractor will be liable to get the Provident fund refunded from the Provident Fund Commissioner of the worker, if he is terminated or dies or leaves the job.

43. The Contractor/Service Provider shall ensure that the Security Guards are deployed at the buildings, premises of LIC OF INDIA and they observe the timings 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 penalty as deemed fit.

44. The Service Provider/Contractor himself or their authorized representative must visit the premises/building at least once in a week and/or whenever required and contact the person authorized by the LIC of India, Zonal Office to look into Security matters. Any deficiencies in the services should be rectified immediately when pointed out by such authorized person.

45. The Office will have an approximate requirement of around 30 security guards per shift and the number may be increased/reduced from time to time as per our requirement. Hence the tenderer should be able to provide at least 60 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.

Signature of the Service Provider.

46. The persons deployed by the Security Agency/Service provider shall neither claim nor shall be entitled to pay , allowances, perks and other facilities admissible to casual, adhoc, regular/confirmed employees of the Corporation during the currency or after the expiry of the contract or otherwise the persons deployed by the securityagency shall not be entitled in the regular/otherwise service of the Corporation.

47. The selected agency shall immediately provide a substitute in the event of any guard leaving the job due to his personal reasons or not attending the duty.

48. The agency has also to ensure that LIC of India is kept harmless and indemnified of any litigation arising out of non-fulfilling of the above norms If any such non-compliance or violation comes to the notice of LIC of India, it should be the sole responsibility of Security Agency /Service provider to rectify it and Indemnify.

49. The Security agency/Service provider is responsible for due compliance of laws relating to rendering security services , payment of statutory wages to the security guards employed by it including statutory obligations like PF/ESI/BONUS etc. The agency is also liable for payment of statutory taxes and duties. The agency has to indemnify against any claim including statutory wages and payments to statutory authorities.

50. All payments to the agency shall be made by Electronic 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.

51. The Corporation reserves the right to accept /reject any/all quotations without assigning any reasons thereof.

52. The period of contract is for one year 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 second and third years.

Corporation reserves the right to pre-mature termination of the contract / agreement without assigning any reason thereof by giving three months notice before the expiry of the contract period.

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 contractor in respect of service 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 IRDAI within such time as may be specified by the IRDAI.

54. The service provider should affix authorized person's signature with seal on all pages of the tender as a token of acceptance of the tender procedure and terms & conditions.

Signature of the Service Provider.



“Jeevan Prakash”, Divisional Office, 9A, Punithavathiyar Street, Palayamkottai, Tirunelveli - 627 002.

Ph: 0462 2560024, Email: [os.tirunelveli@licindia.com](mailto:os.tirunelveli@licindia.com)

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## SCOPE OF SERVICE

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### 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 Authorised officer.
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 superiors 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 Head of the Office;
8. Performing duties in connection with pumping of water such as 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 superiors, confidentially whenever specifically told to do so;

Signature of the Service Provider.

12. Closing and opening of the Office daily as per the instructions of superiors;
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 it over to the In-charge or Inward Mail Receiving Section;
16. Taking care of the keys under his custody and handing them over to the relieving guard or to any other authorized persons/s;
17. Ensuring that no person is inside the premises while locking;
18. Taking the following precautions against fire during night time:
  - a) To switch off all electrical heaters, air conditioners, coolers, etc.;
  - b) To switch off gas cylinders, kerosene stoves or other such appliances used in the canteen;
  - c) To check that no inflammable items such as petrol, kerosene etc., are lying in the premises;
  - d) To see that no cigarette or beedi ends are left smouldering;
  - e) 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:
  - a) To raise alarm and muster assistance from neighbouring buildings / passers by;
  - b) To contact immediately AO (Premises), Security Officer, fire brigade and the police;
  - c) To try to put out the fire by using the fire extinguishing appliances available;
  - d) To inform immediately to AO (Premises), Security Officer, the Head of the Office or the Head of the Estates Dept.
  - e) 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 persons;
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;

Signature of the Service Provider.

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 life failure, operation of fire fighting equipments, operation of monitoring of baggage scanners and CC TV system.

## II) SECURITY SUPERVISOR.

The supervisor posted at LIC Building should be responsible for effective working of guards under his team and ensure that guards perform their duties mentioned above. He should undertake proper deployment of guards and ensure that all the locations in the premises are guarded. He should be on rounds in and around LIC premises to ensure effective working of guards, organized parking arrangements and ensure the proper functioning of lifts and prevent unauthorized/miscreants entry in to the premises. He should also ensure that only authorized persons enter in restricted areas such as the basement, terrace, data centres etc. The Supervisors should be vigilant always in all situations at any time he shall get directions from AO (Premises) /Security Officer/Head of the Estates department and act accordingly.

Signature of the Service Provider.





“Jeevan Prakash”, Divisional Office, 9A, Punithavathiyar Street, Palayamkottai, Tirunelveli - 627 002.

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**ELIGIBILITY CONDITIONS:**

The eligibility condition to participate in the tender :-

1. The applicant must have minimum three year experience providing security services to reputed organisations.
  2. Applicant must have an average turnover of Rs.8 lakhs during the last three financial years.
  3. The tenderer should have its Head/ Zonal / Regional/Branch Office in Tirunelveli with suitable training facilities for security personnel.
  4. The tenderer should be possessing / holding a valid license issued under the Private Security Agencies ( Regulations ) Act 2005 and rules framed there under.
  5. The tenderer should possess valid Provident Fund Registration Number, ESI Registration Number and Service Tax Registration Number.
  6. The tenderer should also be having on their wage roll minimum 30 security guards as on 31.03.2022.
  7. The tenders from Individuals / Firms / Organizations (including its partners /Shareholders / Directors) who have been blacklisted / Prosecuted by any department / Statutory bodies in any state or by any Court of law shall not be entertained.
- In addition to the above eligibility criteria, the applicant should follow all instructions and satisfy all other terms and conditions of appointment which is stipulated in this tender.

Signature of the Service Provider.

8. Verification of Character and Antecedents of the private security guard and supervisor :-

Before any person is employed or engaged as a security guard or supervisor, the Agency shall satisfy itself about the character and antecedents of such person.

9. Security Training :-

The Controlling Authority shall frame the detailed training syllabus required for training the security guards in accordance with National Skill Qualification Framework. For entry level, this training shall be for a minimum period of hundred hours of classroom instruction and sixty hours of field training. Spread over at least twenty working days.

10. Standard of physical fitness for security guards :-

Agency shall ensure that every private security guard working for it undergoes a medical examination after every twelve months from his last such examination so as to ensure his continued maintenance of physical standard as prescribed for the entry level.

Signature of the service provider.  
Name & Address  
Seal.

PRE CONTRACT INTEGRITY PACT

General:

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on..... day of the month of .....2019. , between, on one hand, the Life Insurance Corporation of India (hereinafter referred to as "LIC") a statutory Corporation established under section 3 of Life Insurance Corporation Act 1956 (XXXI of 1956) and having its corporate office at "Yogakshema" Jeevan Bima Marg Mumbai 400021. (here in after called the "BUYER" which expression shall mean and include, unless the context otherwise requires, his successors in office assigns) of the First part. And M/s .....represented by Shri..... (Hereinafter called the "BIDDER /SELLER/SERVICE PROVIDER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second part.

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

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

NOW, THEREFORE,

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

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

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

Signature of the service provider.

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

1. Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting on implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage/evaluation stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the "Chief Vigilance Officer" of the Buyer any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

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

Commitments of BIDDERS

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

Signature of the Service Provider.

- 3.1** The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2** The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract of any other contract with the government for showing or forbearing to show favour or disfavor to any person in relation to the contract of any other contract with the Government.
- 3.3** Foreign BIDDERS shall disclose the name and address of their Indian agents and representatives in India, and Indian BIDDERS shall disclose their foreign BUYERS or associates.
- 3.4** BIDDERS shall disclose the payments to be made by them to their agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5** The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/ integrator/authorized agent of the stores/equipment/items and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6** The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries, including officials of the BUYER or their family members, if any, in connection with the contract and the details of services agreed upon for such payments.

Signature of the Service Provider.

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

Signature of the Service Provider.

#### 4. Previous Transgression

**4.1** The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify; BIDDER's exclusion from the tender process.

**4.2** The BIDDER agrees that if it makes an incorrect statement on this subject, or committed a transgression through a violation of any of the clauses of the commitments of bidder, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### 5. Sanctions for Violations:

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

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any; compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (v) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/recession and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

Signature of the Service Provider.

(vi) To debar the BIDDER from participating in the future bidding processes of LIC for a minimum period of five years which may be further extended at the discretion of the BUYER.

(vii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

(viii) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

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

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

6. Independent Monitors:

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

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

\* .....

\* .....

6.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

6.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently. It will be obligatory for him to treat the information & documents of the Bidder as confidential.

Signature of the Service Provider.



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

7. Facilitation of Investigation:

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

Signature of the Service Provider.

**8. Law and Place of Jurisdiction:**

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

**9. Other Legal Actions:**

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

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

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

**10. Validity:**

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

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

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

BUYER		BIDDER	Name of the Officer:
CEO:	Designation		
Deptt./			

Witness

1.....	1.....
2.....	2.....

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

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