

Tender document of LIC Of India for hiring of Security services



LIC OF INDIA,
OS DEPARTMENT, DIVISIONAL OFFICE, INDORE

“JEEVAN PRAKASH”

19 ,M. G. ROAD , INDORE

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email-id os.indore@licindia.com

Telephone No. 0731-2520901

TENDER FEE: Rs. 1180.00 (including GST)

EARNEST MONEY DEPOSIT: Rs 45 Lakh

DATE OF ISSUING OF TENDER: AS PER GEM

LAST DATE & TIME OF SUBMISSION OF TENDER: AS PER GEM

DATE & TIME OF OPENING OF TECHNICAL BID: AS PER GEM

DATE & TIME OF PRE-BID MEETING: AS PER GEM

Authorized signature of bidder with date & seal of Company/firm/ Agency

Tender Notice

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**Tender for Security Services on Contractual Basis for
Various Locations in Indore Division**

LIC of India, Divisional Office, Indore intends to hire the services of interested reputed Licensed Service provider having Office at Indore Location, for providing Security Services at various Locations in Indore Division as per Annexure-D, for Divisional Office Premises. For details please visit GeM Portal or visit our website www.licindia.in and click on “Tender for Security Services at Indore” under the Link “Tenders”. Tender Document can be downloaded from our website www.licindia.in/tenders.

Bidders will have to apply on GeM portal for participation in Bid and all documents including Tender documents to be uploaded on GeM portal only.

If there is any correction, the corrigendum will be available at GeM and our official web site only.

Please note that Vendors having Office at Indore Location with establishment date before 31.03.2023 need to apply. Tender will be disqualified if the Bidder is not having office at Indore and No undertaking will be accepted.

Last date for submission of Tenders is – As per GeM.

Place: Indore

SENIOR DIVISIONAL MANAGER

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Tender for Security Services on Contractual Basis for
Various Locations in Indore Division

Please check that the total number of pages of the Tender Document is 37

.Each page of the Tender Document must be signed and stamped by the Authorized Signatory of the Bidder before submission.

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INSTRUCTIONS TO BIDDERS (FOR SECURITY SERVICES)

1. EMD of other Bidders (excluding successful Bidder) shall be refunded without any interest on the amount deposited after decision on awarding the contract.
2. Non submission of Documents referred in Technical Bid / Non disclosure of relevant information or furnishing of incorrect information, documents may suffer disqualification.
3. 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 may be liable to be rejected.
4. Bidder should note that their tenders will remain open for consideration for a minimum period of 06 (Six) months from the date of opening of Technical bid
5. 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.
6. The Service Provider should be in the profession for at least 3 years and should have clients who are PSU/Banks/Government Bodies/reputed private firm.

LIC OF INDIA DO INDORE BANK ACCOUNT DETAILS FOR ONLINE TRANSFER

Name of Bank	Axis Bank, Y. N. Road Indore
15 Digit Account No.	919020078789266 (Current Account)
IFSC Code	UTIB0000043
Bank Branch Code	043
PAN No. Of LIC	AAACL0582H

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Scope of Work

FOR 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 and will sign on the handing over / taking over register together.
2. To be always in uniform with proper Identity Card to be provided by the Service Provider along with individual identity card, should carry a whistle, torch and a lathi /Gun [For Armed Security Guard] 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 ,fire incidents and keeping a watch over the whole premises including 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.To keep record of person coming after office hours and on Saturdays ,Sundays and Holidays.
5. Taking charge of unclaimed personal property found in the Corporation's premises and handing over the same to the authorized official.
6. While on duty, observing carefully the pipelines, electrical fittings, drainage and safety of installations and taking action against damage, breakdown, leakage or wastage and bringing them to the notice of the authorized officials for further remedial action.
7. Preventing unauthorized additions or alterations in the premises being carried out by outsiders or tenants or employees and reporting the matter to the authorized Officials.
8. No person will be allowed inside the premises without proper identity and checking; watching entire premises and patrolling the same frequently during the period of duties.
9. No person will be allowed to carry any prohibitive items inside the premises.
10. Carrying out the special orders and instructions given by the authorized officials, confidentially whenever specifically told to do so.
11. Closing and opening of the Office daily as per the instructions of authorized officials.
12. Checking 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.

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13. Informing the (Estate/OS Deptt.Officials)/ Security Officer/Head of Office / Department / Building Supervisor in case of theft or damage to the property or any untoward incident or unusual occurrence.

14. Accepting letters, telegrams, news papers received during the tenure of the duty and signing for them and handing them over to the authorized officials.

15. Taking care of the keys under their custody and handing them over to the relieving guard or to any other authorized persons/s when ever required.

16. Ensuring that no person is inside the premises while locking.

17. Taking the following precautions against fire during night time:

- a) To switch off all electrical lights , 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 smoldering;

18. Taking the following action in case of a fire:

- a) To raise alarm and muster assistance from neighbouring buildings / passersby;
- b) To contact immediately (Estate/OS Deptt.Officials), Security Officer, Head of the Department, fire brigade and the police;
- c) To try to put out the fire by using the fire extinguishing appliances available;
- d) Should act immediately in case of fire alarm alert. To identify the zone in the fire panel. Check the fire sensor for any smoke or fire in the area and act promptly to put off the fire. In case of fake alarm immediately inform electrical person on duty to attend the alarm fault.

19. 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.

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

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

All vehicles will have to be allowed from gate, only after thorough checking and ensure proper parking of vehicles as instructed by authorities from time to time.

23. To ensure that only authorized vehicles are parked in the premises after close of office hours.

24. A prescribed register will have to be maintained by the Security Guards at the Security Room. Each visitor allowed will have to enter his / her name, address, date and time

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of entry / exit etc. in the register. No person will be allowed without proper identity, proper checking and entry in register.

25. 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 to his / her supervisor 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.

29. The Guards should be properly trained to rescue passengers from lifts in case of lift failure, operation of fire fighting equipments, operation of monitoring of baggage scanners, metal detectors and CC TV system.

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Eligibility Conditions:

1. The Bidder should have its Head/ Regional/ Branch Office located at Indore with suitable training facilities for Security workers and produce documentary evidence for this. Tender will be disqualified if the Bidder not having office at Indore.
No undertaking will be accepted.
2. The Bidder should have a valid license Issued under Private Security Agencies (Regulations) Act 2005 (Updated)
3. The Bidder should have a valid Agreement labour license under the Agreement labour Act 1970 and Agreement labour (Regulation and Abolition) Central Rules,1971 (updated)
4. The Bidder should have on their wage roll minimum 250 Security workers as on 31.03.2023.
5. The Bidder should have valid Provident Fund/Professional Tax/ESIC/Goods and Service Tax/Shops and establishment (if applicable) Registration.
6. The Bidder should have minimum 3 years experience of dealing in the field of providing Security services to reputed organizations.
7. Bidder should have an average turnover of minimum Rs. 04.00 crores during last 3 financial years. The Bidder should have sound financial capacity/ credit worthiness acceptable to LIC of India.
8. The Bidder should not have been black listed in past by any division or Zonal Office or Central office of Life insurance Corporation of India /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.

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General Terms and Conditions & Penalties for Security Services:

1. The Terms and Conditions along with the Tender Notice, Scope of work / Duties of Security service persons, Tender Schedule and Instructions to bidders, Eligibility Conditions, Technical bid, Financial bid, 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 uploaded /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 initialled. 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. EMD: EMD of Rs. 800000/- (Eight Lacs only) by Demand Draft/Bankers Cheque favouring Life Insurance Corporation of India payable at Indore to be submitted with the tender.
6. Security Deposit: Successful Tenderer must deposit Security Deposit Rs.4500000/- [Fourty Five lacs] only in the nature of performance guarantee for Rs.30 ,00,000/- Rupees Thirty Lacs only + (Rs.1500000 (Fifteen lacs) by Online or demand draft in favour of LIC of India payable at Indore within 14 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.
7. 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.
8. Service charges (Administrative Charges) quoted by the Service Provider in Financial bid are found to be less than prescribed limit of GeM of the wages (Basic + VDA) quoted, tender is liable to be rejected.
9. These Service Charges (Administrative Charges) will meet all expenses of service provider, inclusive of providing two supervisors (One for our Indore Offices and other

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one for our Outside other offices.), uniforms, whistle, lathi, torch etc required to Security guard and all stationery etc required to carry out administrative jobs in discharging security services to the corporation.

10. 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".

11. 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.

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

13. 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.

14. 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.

15. Duty hours of Security persons will be on 8 [Eight] hours basis and time slot will be decided by CORPORATION and communicated to the Service Provider for providing Security services. Under no circumstances will the security guard be forced to do two consecutive shifts.

16. The Security Services are required in 2 types of Shifts – General Shift and 3 Shifts. Security Personnel are required round the clock for 3 shifts. For General Shift guards are to be deployed only during office hours on all working days. They need not to be deployed on Saturdays and Sundays, of every month and days on which Holiday is declared under Negotiable Instrument Act by State / Central Governments. The list of such Holidays can be obtained from OS Department.

17. 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.

- 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.

- 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 and report to be submitted to the Divisional Office.

- The Service Provider shall give the duty allocation chart mentioning the names of the workers deployed at various locations to the department daily. Rotation of the guards will be done everyfortnight.

- 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

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maintenance/ replacement shall be borne by the service provider and not to be charged from the guards.

- For every six days of Duty, security personnel have to be given one paid Holiday.
- No guard should be given more than one shift per day.

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

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

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

20. Uniform is mandatory. Each and every guard should wear it from Day one. Uniform should have your company's name and guard must wear his name badge on shirt to identify him.

21. 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.

22. 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.

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

24. 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.

25. 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

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the material/equipment or payment as compensation.

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

27. 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.

28. The Service Provider Providing Security Services shall provide the names, local and permanent addresses, and mobile no, id proof, employee number allotted by company, and bank details of all the Security service persons deployed to the Corporation Offices.

29. 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.

30. 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, penalties and charges from time to time in force.

31. The Service Provider will provide 120 (One Hundred Twenty) 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 office/ location. In case the corporation needs services of additional guards at other Offices of the Corporation, the Service Provider will have to provide them on the same terms and conditions of the Agreement inclusive of rate.

32. 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.

33. 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.

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34. 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.

35. 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.

36. 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).

37. 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.

38. 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.

39. 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.

40. 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

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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.

41. 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.

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

- The Agreement is for providing SECURITY SERVICES and is not an Agreement for supply of contract Labour.
- 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.
- 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.

43. 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.

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

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

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for discharging the obligations under the agreement.

46. 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.

47. The Service Provider shall pay the salaries to Security Personnel on or before 7th of the following month and make all the statutory remittances like PF, ESI etc well within the stipulated time lines. A copy of all remittances is to be submitted to corporation.

48.

(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) For smooth scrutiny of remittances of statutory payments like PF / ESIC etc it is advisable to deposit and provide us the same with separate challans and list of the guards deployed with us. It should not contain the details of workers engaged with 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.

(B) All payments to the Service Provider shall be made by National Electronic Fund

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

(C) Payment of Monthly wages will be based on actual attendance of the workers deployed at LIC Offices and bills of the Service Provider will be settled accordingly.

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

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

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

51. 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.

52. The security workers engaged by the Service Provider for deployment at LIC sites should be preferably in the age group of 21 to 60 years with minimum qualification of 9th 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 Hindi. English also be able to read particularly names and addresses. The security personnel should have Good health & Physique with good eye sight and hearing. The guards should be medically examined every year for fitness. Police Verification of all Guards is to be submitted. .

53. Contract will be awarded to bidder quoting lowest rate (L1) in the financial bid (Part F) after fulfilling statutory requirements. In case of identical financial bid resulting in tie for L1 quote, selection will be on the basis of lottery through GeM .

54. The Service Provider may preferably be on the approved panel of at least one

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reputed organization of Indore.

55. The Service Provider should have an establishment having good infrastructure in Madhya Pradesh preferably in Indore.

56. Canvassing in any form will disqualify the tenderer.

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

58. 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 OS Dept Divisional Office, Indore, at above mentioned address during office hours only to understand the existing infrastructure and facilities, existing deployment pattern of workers, expected requirements of the various locations and the desired level of services which the Service Provider is expected to render during the contractual period etc.

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

60. 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.

61. Termination of Agreement / Contract:

- 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.
- 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.
- 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.

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62. 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.

63. 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.

64. **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 one / two year (maximum two extension / renewals) with the same terms and condition inclusive of rates.

65.

(a) Awardee Service Provider should submit the deed of Agreement with LIC Of India, Divisional Office Indore duly executed on a non-judicial stamp paper of Rs 1000/- as per the draft conditions provided by LIC of India, within 14 days (maximum) of receipt of intimation as above. Failure to sign and non submission of deed of agreement and Security Deposit in the nature of performance guarantee of Rs.4500000/- (Rupees Fourty Five Lacs only - Rs.15,00,000 (Fifteen Lacs) by Online/ demand draft in favour of LIC of India payable at Indore + Rs.300,00,000 (Thirty Lacs) by Bank Guarantee) within 14 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.

(b) 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.

(c) 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.

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

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

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

- a. Penalty at the rate of Rs.2,000/- per day will be levied if the Salaries to the Security Personnel deployed with CORPORATION are not paid on or before 7th of next month.
- b. The workers must be in uniform on all working days, failing which Rs.100/- + GST at applicable rate per person per day of the lapse will be deducted as penalty.
- c. 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.
- d. Penalty of Rs.500/- + GST at applicable rate per day per person for Security person not found on duty site.
- e. No replacement provided for absentees by service provider – Rs. 500/- per day per person.
- f. Guards missing from duty post / site – Rs.500/- per person per Day.
- g. Guards found sleeping during day/night duty – Rs.500/- per guard
- h. Supervisor not checking guard duties in the night and not submitting reports for the month – Rs.1000/- per month.
- i. If Gunmen is not found with Gun on duty then penalty of Rs 1000/- will be imposed per day.

The penalties so imposed will be deducted from the monthly payment due to the Service provider. However Sr. Divisional Manager in charge of the Division may waive partially or fully in exceptional cases on his/her discretion.

69. 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 Senior Divisional Manager, LIC of India, Divisional Office, Indore whose decision shall be final and binding on both the parties. The venue of arbitration shall be at Indore The provisions of the Arbitration and Conciliation Act, 1996 shall apply to the arbitration.

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

71. 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.

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

73. 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.

DECLARATION

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

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

Date: Signature

Place: Name & Designation
Seal of the Service Provider

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(Technical Bid) ANNEXURE-A

APPLICATION FORM FOR TENDER FOR SECURITY SERVICES

To,
The Senior Divisional Manager
LIC of India, Divisional office Indore. 452001

Sub: Tender for providing Security Services.

1	Name of Service Provider	
1 (a)	Address of the Service Provider (at Indore) And the type of proof of same attached.	
1 (b)	If the Head Office is other than as in 1(a) above, give the address of the same	
1 (c)	E Mail Id	
1 (d)	Contact Number of the agency (Local)	
2	Date of Incorporation of Agency / Date of Establishment	
3	Status of the Service Provider (Individual / Sole Proprietor/ Partnership/ Pvt.Ltd/ Public Ltd etc) Copy to be attached	
If Bidder is not having Office at Indore (with establishment date prior to 31.03.2023) tender will be disqualified and no undertaking will be accepted.		

• Name of Directors / Partners / Proprietor / CEO / Contact Person with Designation:

Sr. No.	Name	Designation.	Telephone/Mobile No.	E-mail ID

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Bank detail of the Service Provider:

Name of beneficiary (Account Holder)	
Account Number	
Name of the Bank	
Branch & Address of the Bank	
IFSC Code of the Bank	
Nature / Type of Bank A/C (SB/ Current etc)	
MICR Code of the Bank	

Turn over of the Company /Partnership Firm/ Proprietorship for the Financial Year (Please attach a copy of Audited Final Accounts, Balance Sheet and Profit & Loss Account for all the threeyears).

Sr. No.	Financial Year	Turn Over (In Lakhs)
1.	2022-23	
2	2021-22	
3	2020-21	

Since when and how long your Service Provider / Firm has been dealing in Security services:

No. of Full Time Security service persons on Roll as on 31/03/2023 (Please enclose work orders/ wage bills): _____

Details of Institutions where bulk supply (Minimum 40 guards) has been provided by the bidder.

Name of the Company	Address	Name & Contact No.	Period for which security services has been provided.	No of Persons Deployed on or after 0101.2022

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10.(a) Details of existing Reputed clients (Large Institutes/PSUs/Govt. Organizations/LIC) : (Respective work order may be submitted for each Client)

Name of the Company	Address	Name & Contact No.	Details of Service Provided (Period)	Persons Deployed	Name of the Company	Address

10 (b) Details of services provided in last 3 years (Please attach photo copy of work orders).

Name of the Company	Address	Period	Details of Service Provided	Persons Deployed

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Statutory Requirements:

Sr. No.	Statutory Document (Certified / Self Attested copy should be attached under each items)	Mention the Registration / License No.	
1	ESI Registration Certificate		
2	Registration under Employee Provident Fund Act, 1952		
3	Valid Licence under Agreement Labour (Regulation & Abolition) Act, 1970 and 1971 (Central / State)		
4	License Issued under Private Security Agencies (Regulations) Act 2005.		
5	Permission of Police Authorities for operating Security Service Provider		
6	PAN CARD No		
7	Goods and Service Tax Registration No.		
8	Profession Tax Registration No.		
9	Income Tax paid for last 3 FYs (Copies of the returns to be enclosed)	2022-23	
		2021-22	
		2020-21	
10	Details of Registration under Shops and Establishment Act, (if applicable)		
11	Details of certificate ISO-9001:2015 with its validity period.		

Particulars of Empanelment with any office of LIC of India/PSUs/Other Corporate offices. (Please attach empanelment orders):

Sr. No.	Name of Organization	Details of empanelment

13. Particulars of security services Agreement annulled/ broken before expiry of the Agreement period.

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Sr. No.	Name of Organization	Details of Termination

14. Details of Tender Fee and EMD :

Details of DD/ Banker's Cheque / MR	Tender Application Fee	EMD
DD / Bankers Cheque No.		
Date		
Name of issuing Bank Branch		
MR No & date		

DECLARATION:

I / We have read the instructions appended to the Performa and I / We understand that if any false information is detected at a later date, any future Agreement made between ourselves and Corporation, on the basis of the information given by me / us can be treated as invalid by the Corporation and I / We will be solely responsible for the consequences.

I / We agree that the decision of the Corporation in selection of Service providers will be final and binding upon me / us.

All the information furnished by me hereunder is correct to the best of my/our knowledge and belief.

I / We agree that I / We have no objection if enquiries are made about the work performance with clients mentioned at Sr. no. 9 and 10

With reference to the above, having examined and understood the instructions, terms, conditions and penalties forming part of the tender, we hereby enclose our offer for giving Security services at the mentioned premises.

We confirm that the offer is in conformity with the terms and conditions as mentioned in the tender. We understand that the Corporation is not bound to accept the offer either in part or in full and that the Corporation has right to reject the offer in full or in part without assigning any reasons whatsoever.

Place: Signature of Tenderer with seal

Date:

Name:

Designation:

Authorized signature of bidder with date & seal of Company/firm/ Agency

LIFE INSURANCE CORPORATION OF INDIA
DIVISIONAL OFFICE ,19,M.G.ROAD,INDORE M.P.

FINANCIAL BID ANNEXURE-B

Sl.No.	Particulars	Security Guard (With arms)	Security Guard (Without arms)
1	Wages per day per latest Central/ State Labour Act (whichever is higher)	Rs.915/- per Day B Class City	Rs.832/- per Day B Class City
2	EPF @ ____%		
3	ESI@ ____%		
4	Total for one day ((1)+(2)+(3))		
	Agency Commission/ Administrative Charges: (For One day) %		
5	TOTAL WAGES		

NOTES:

Agency Commission/ Administration charges will remain fixed as percentage of (A) above irrespective of any increase/decrease in the rates of wages throughout the tenure of the agreement. In case of identical lowest bid by more than one bidder, the selection will be made on the lottery basis through GeM portal.

Payments will be made for the actual number of days each personnel worked in a month. No payment will be made in case of their absence.

No guard should be given more than one shift duty per day.

Adherence to Statutory requirements shall be the sole responsibility of the Security agency/company.

Service Charge should include contractor's cost towards any OTHER STATUTORY BENEFITS TO SECURITY.

PERSONNEL not explicitly mentioned in Financial Bid as well as all other expenses likely to be incurred by him FOR PROVIDING the service including costs to be incurred for any equipment, uniforms, identity cards and any other items required for rendering the security services as per the terms and conditions of the contract is to be borne by vendor.

Payment for weekly off and all other statutory payments including payment for public holidays to be paid for personnel employed by the Tenderer shall be the responsibility of the Tenderer as per statutory provisions and applicable laws & rules.

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The rate of service charge quoted i above should include all the above aspects.

For Administrative purpose, all locations shown under Annexure D will be treated as per respective Area under either Category “B” or Category “ C as applicable. Payment will be made as per class of City “B” & “C” as applicable rate.

TDS at applicable rates will be recovered from the amounts payable.

The minimum wages as per Central/ State whichever is higher is to be paid. Copies of both Central &State Government’s notifications are to be enclosed.

Goods &Service Tax (GST) payable as per existing rules /laws.

Payment of bill based on actual manpower deployed and applicable minimum wages & service charges will be made on production of documentary evidence of payments of wages and other statutory payments to the workers deployed by the contractor including PF, ESIC etc.

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

Authorised Signatory,

Name:

Designation:

Address:

Date:

Seal of the Firm/ Company.

Authorized signature of bidder with date & seal of Company/firm/ Agency

**Checklist of Self attested copies of documents to be enclosed along with the Technical Bids:
ANNEXURE-C**

1	Service Provider Registration/Incorporation -certificate
2	Certificate under Shops & Establishment Act, duly renewed
3	License under Agreement Labour(Regulation & Abolition) Act,
4	1970 & Agreement (Regulation & Abolition) Central Rules, 1971.
5	License Issued under Private Security Agencies (Regulations) Act 2005.
6	Permission of Police Authorities for operating Security Service Provider
7	Copies of documents related to status of the Firm (Individual/Sole Proprietor/Partnership/Company).
8	Proof for PF / EPF Registration number
9	Proof for ESI Registration number
10	TAN Copy
11	PAN Copy
12	Copy of Registration Certificate of Goods and Service Tax
13	Income Tax Returns for the last 3 financial years
14	Audited Final Accounts, Balance sheets, Profit and Loss Statements for the last three financial years. Last Three year Annual Turn Over Certificate by CA.
15	Work orders / statutory remittance challans , confirming no. of persons employed by the Bidder as on 31.03.2023
16	Affidavit and Integrity Pact as per Annexure E on stamp of Rs 1000/-
17	ISO 9001:2015 certificate
18	COMPANY INDORE OFFICE ADDRESS PROOF
19	CERTIFICATE OF SATISFACTORY WORK FROM RUNNING CONTRACT
20	TENDER DOCUMENT DULY SIGNED ON EACH PAGE
21	MSME CERTIFICATE
22	TENDER FEE & EMD DETAILS
23	3 YEARS EXPERIENCE CERTIFICATE

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Annexure- D
Places & Duty details
A- For Security Guards Armed / Unarmed (Duty in three shifts)

SNO	LOCATION	Code	ARMED	UN-ARMED	TOTAL GUARD	CITY CLASS
1	DAB-INDORE	201	1	2	3	B
2	DHAR	207	1	2	3	C
3	NAGDA	239	1	2	3	C
4	KHARGONE	247	1	2	3	C
5	CAB-UJJAIN	3033	1	0	1	B
6	CAB-RATLAM	3034	1	0	1	C
7	DEWAS-1	340	1	2	3	C
8	DBO INDORE	341	1	2	3	B
9	MHOW	342	1	0	1	C
10	INDORE-1	343	1	2	3	B
11	UJJAIN-1	344	1	2	3	C
12	RATLAM-1	345	1	2	3	C
13	MANDSAUR	346	1	2	3	C
14	INDORE-2	34D	1	0	1	B
15	UJJAIN-2	34F	1	2	3	B
16	JAORA	34H	1	2	3	C
17	INDORE-3	34J	1	2	3	B
18	SENDHWA	34K	1	0	1	C
19	KANNOD	34L	1	0	1	C
20	MANAWAR	34M	1	0	1	C
21	RATLAM-2	34N	1	0	1	C
22	INDORE-4	34P	1	2	3	B
23	BARNAGAR	34R	1	0	1	C
24	BARWAHA	34S	1	0	1	C
25	BARWANI	34T	1	0	1	C
26	INDORE-5	34U	1	0	1	B
27	BARWANI	34W	1	2	3	C

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28	JHABUA	350	1	2	3	C
29	NEEMUCH	360	1	2	3	C
30	KAHDNWA	387	1	2	3	C
31	CAB-INDORE	399	1	2	3	B
32	BURHANPUR	410	1	2	3	C
33	AIRPORT SO	201T001	1	0	1	B
34	RAJGARH SO	207T001	1	0	1	C
35	KHACHROD SO	239T001	1	0	1	C
36	BHIKANGAON SO	247T001	1	0	1	C
37	VIJAY NAGAR SO	341T001	1	0	1	B
38	PITHAMPUR SO	342T001	1	0	1	C
39	BHANWARKUA SO	343T001	1	0	1	B
40	MAHIDPURSO	344T001	1	0	1	C
41	SHAMGARH SO	346T001	1	0	1	C
42	A LOT SO	34HT001	1	0	1	C
43	BANGALI CHOURAHA SO	34JT001	1	0	1	B
44	KUKSHI SO	34MT001	1	0	1	C
45	DHAMNOD SO	34T002	1	0	1	C
46	MANDLESHWA R SO	34ST001	1	0	1	C
47	SANWER SO	34UT001	1	0	1	C
48	SONKATCH SO	34WT001	1	0	1	C
49	ALIRAJPUR SO	350T001	1	0	1	C
50	MANASA SO	360T001	1	0	1	C
51	PANDHANA SO	387T001	1	0	1	C
52	CHHANERA SO	387T002	1	0	1	C
53	P&GS UNIT INDORE	G303	1	0	1	B
54	DIVISIONAL OFFICE	D034	1	4	5	B
55	BHAMORI	INVSTMENT BUILDING	0	0	0	B
56	SALES	STC	0	3	3	B

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	TRAINING CENTRE-SANGAM NAGAR INDORE					
57	LASUDIA	EDMS GODOWN-1	0	3	3	B
58	LASUDIA	EDMS GODOWN-2	0	3	3	B
59	VIJAY NAGAR QTR	VIJAY NAGAR QTR	0	1	1	B
60	LIG SDM QUARTER	SDM QUARTER	0	3	3	B
61	UJJAIN	UJJAIN QTR & GH	0	3	3	B
62	DEWAS	DEWAS QUARTER	0	3	3	C
63	BARWAHA PLOT	BARWAHA PLOT	0	3	3	C
			54	66	120	

Requirements of no. of guards and their shift re-allocation and locations may vary from time to time as per requirement of CORPORATION.

General Shift guards need not be deployed on Saturdays and Sundays, of every month and Holidays declared under NI Act. The list of the same may be taken from office.

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Annexure –E

AFFIDAVIT

(To be given on Non Judicial stamp paper of 1000/- and Notarized)

I / We, authorized representative of _____, being Indian
Company /Sole Trading Company / Partnership Firm/Proprietor, registered under

bearing registration no. _____

Having Office at _____ do hereby solemnly affirm and state as under:-

Whereas Life Insurance Corporation of India, Divisional Office, Indore has floated a tender for Security Services and in respect of the same, I / we being one of the Bidders, confirm that I / We strictly follow various laws as mentioned in General Instructions and other pages of the tender. I / We understand that LIC of India, reserves the right to accept any tender or to reject any or all tenders at its sole discretion without assigning any reasons thereof and shall not be bound to accept the lowest tender.

I / We confirm that we are neither black listed nor facing any blacklisting from any 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 upon the Life Insurance Corporation of India being Service receiver and it shall be at liberty and is hereby empowered to deduct the amount of any damages, compensation, costs, charges and expenses arising or occurring of any claim of damages, from any sum or sums due or to become due to us.

I / We state that Life Insurance Corporation of India has considered my / our bid on the basis of the statement made by me /us in this Affidavit. I / We further state that non- compliance of any provisions, being a statutory requirement, any misstatement made shall be sufficient reason for Life Insurance Corporation of India to terminate the Agreement and forfeiture of Security Deposit paid by us, besides taking recourse to other legal remedies available in the Agreement.

NAME / DESIGNATION AND SEAL OF THE SERVICE PROVIDER

Date:

Signed before me Notary

Authorized signature of bidder with date & seal of Company/firm/ Agency

PRE CONTRACT INTEGRITY PACT

General: (to be submitted with technical bid on plain paper duly signed & witnessed)

This pre-bid pre-contract Contract (hereinafter called the Integrity Pact) is made on..... day of the month of2023 , between, on one hand, the Life Insurance Corporation of India (hereinafter referred to as "LIC") a statutory Corporation established under section 3 of Life Insurance Corporation Act 1956 (XXXI of 1956) and having its Divisional Office at Indore 19 M G Road Indore Building,-(hereinafter 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" 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 security services for its LIC of India Divisional Office Indore and offices under its jurisdiction and the BIDDER/Seller is willing to offer/has offered the security gaurd services for these locations.

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

NOW, THEREFORE,

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

Enabling the BUYER to obtain the desired said services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and Enabling BIDDERS/ Service Providers to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures. The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:-

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, 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 appropriate "CVO" 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 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.

3. Commitments of BIDDERS

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

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official

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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 disfavour 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 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. 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 owner of the Contractor/ firm /company providing security guards Services and has not deployed 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 officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

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) /Provision of corruption (PC) act .Further 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 employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in section 6 of the Companies Act 1956.

3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee or the BUYER.

3.14 The Bidder(s)/ Contractor(S) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

4. Previous Transgression

The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this

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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.

The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money Deposit/ Security Deposit:

i. While submitting commercial bid, the BIDDER shall deposit an amount Rs.7.00 Lakh (Rupees Seven Lakhs only) as Earnest Money Deposit with the BUYER & Successful bidder shall deposit 10% of contract value Being Security Deposit/ & these amounts to be remitted in the form of Demand Draft in favour of LIC OF INDIA payable at Indore .

ii. The Earnest Money / Security Deposit shall be valid up to the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

iii. In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of sanctions for Violation shall be applicable for 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.

iv. No interest shall be payable by the BUYER to the BIDDER on Earnest Money/ Security Deposit for the period of its currency.

6. Sanctions for Violations:

A. 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 recover all sums already paid by the BUYER, and in the case of an Indian BIDDER with interest thereon at 2% above the prevailing Prime Lending Rate of State Bank of India. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

v) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/recession and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

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

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

viii) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

ix) 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.

B. The BUYER will be entitled to take all or any of the actions mentioned at para 6.A to 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.

C. 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 convulsive on the BIDDER. However, the BIDDER can approach the Independent Monitor(S) appointed for the purposes this Pact.

7. Independent Monitors:

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

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

1. Shri Rajni Kant Mishra, IPS (Retd)
Ex Director General in BSF
B-1801, Amrapalli Sapphire, Sector-45
NOIDA (Utttar Pradesh), PIN-201303
Email address: rkm592002@yahoo.co.in & rkmishra84@gmial.com
Mobile No: 97173-28500

2. Shri G. V. Krishna Rau
Ex-Addl. Chief Secy. & Development Commissioner to Govt. Of Karnataka
Villa 116, The Retreat,
Tharabanahalli, Chikkajala Post,
Bangalore – 562157
Email:gvkrishnarau@gmail.com
Mobile No. 9880240080

7.2 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.

7.3 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.

7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

7.5 As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the Sr.Divisional Manager Indore Division LIFE INSURANCE CORPORATION OF INDIA.

7.6 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.

7.7 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.

7.8 The Monitor will submit a written report to the LIC Sr.Divisional Manager Indore Division 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.

7.9 If the Monitor has reported to the LIC Sr.Divisional Manager Indore Division, 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.

8. 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.

9. Law and Place of Jurisdiction:

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

10. 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.

11. Validity

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The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is earlier. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12. Should one or several provisions of this Pact turn out to be invalid; the remainder of this pact shall remain valid.

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

BUYER BIDDER

Name of the Officer:

Designation

Authorized signature of bidder & seal

Witness :

1. _____

Authorized signature of bidder with date & seal of Company/firm/ Agency