

भारतीय जीवन बीमा निगम

LIC of India, Divisional Office, OS Department, Jeevan Prakash, Nagpur Road, Madan Mahal Jabalpur, 482001

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PART-A – NOTICE INVITING TENDER (THROUGH GeM PORTAL)

Life Insurance Corporation of India, Divisional Office JABALPUR (hereinafter referred to as “The Corporation”) invites tenders for providing Security Guard Services under two-bid system from reputed, licensed organizations/agencies who are providing Security Guard Services in offices in any organization/government/public sector undertaking/private organizations of repute etc for its “Jabalpur and other offices located under jurisdiction of LIC of India Jabalpur Division (List enclosed on ANNEXURE - D). **Reputed agencies with at-least last three year’s experience can only apply.**

Earnest Money Deposit (EMD) of Rs. **5,00,000/- (Rupees Six Lacs only)** should be deposited in our bank account number “**940121100000132**” with IFSC code “**BKID0009401**” & Bank name as “Bank of India, Madan Mahal Jabalpur” (MP).

The tenders received after the last date and time of submission as mentioned above shall out rightly be rejected.

LIC of India reserves the right to call for missing / additional requirement / clarifications or otherwise from the Bidder at the time of analysis of the tenders received in response to this notice.

LIC of India does not bind itself to accept the lowest or any tender and reserves the right to reject all or any bid or can cancel the tender without assigning any reason whatsoever.

Decision of the “Corporation” will be final, conclusive and binding on the Bidders/ Tenderers, and the Corporation takes no responsibility for any delay whatsoever for submission of tender after the last date and time given in the schedule.

Any future clarification and/or corrigendum(s) shall be communicated by L.I.C. of India, Divisional Office, Jabalpur through GeM Portal.

SR. DIVISIONAL MANAGER

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PART B – GENERAL RULES AND INSTRUCTIONS TO BIDDERS

Life Insurance Corporation of India, Divisional Office, Jabalpur (hereinafter referred to as “The Corporation”) invites tenders from reputed, licensed organizations / agencies for providing Security Guard Services for its LIC of India Divisional Office “Jabalpur and other offices located under jurisdiction of Jabalpur Division (List enclosed on ANNEXURE - D), for a period of 1 year (twelve months) extendable by one year on two occasions, depending upon the experience and on the same rates, terms and conditions, at the discretion of Competent Authority.

1. Bidder should note that their tenders/bids will remain valid for consideration for a minimum period of 06 (six) months from the date of opening of Technical Bid.
2. The tender shall be submitted in two parts i.e. Part-I (Technical Bid) and Part- II (Financial Bid).
3. Those technical bids which are found to be in order i.e. satisfying all the stipulated conditions for providing Security Guard Services contract shall be short-listed and financial bids of only such short-listed bidders will be opened.
4. LIC of India reserves the right to call for missing / additional requirement / clarification or otherwise from the bidder at the time of analysis of the bids received in response to this notice.
5. Any conditional offer / tender shall not be considered.
6. Any modification in the tender after submission date shall not be considered.
7. The bidders should read and understand all the terms and conditions of the Tender before applying as the submission of the tender shall be deemed to signify the acceptance of the terms and conditions of this tender along with Annexure(s) and the successful Bidder shall sign and execute a contract subsequently which shall be inclusive of the terms and conditions as set forth in PART-E (TECHNICAL BID) of this Tender.
8. The Bidder should be a registered body for providing Security Guard Services having valid requisite license.
9. Experience in providing Security Guard Services mentioned in this tender means experience in Security Guard Services .
10. The bidder should have at least last three years (FY 2021-22, 2022-23 &2023-24) experience for providing Security Guard Services in any organization/government/public sector undertaking/private organizations of repute etc .
11. Contract will be awarded to a 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 lottery by GeM, failing which it will be on the basis of highest audited average annual turnover in last three financial years 2020-21, 2021-22 & 2022-23.
12. The Audited average annual turnover of the company during last 3 financial years 2020-21, 2021-22 & 2022-23 should not be less than **Rs 5.00 Crore** per annum.
13. **Satisfactory service certificate** (completion or running) should be enclosed from any one of the bidder’s existing major clients with details of contact person, address, contact no. email etc.
14. The bidders should confirm that they have valid mandatory compliance certificates/registrations/license under various applicable laws including Private Security Agencies (Regulation) Act, 2005 & its associated state rules, the private Security Agencies Central Model Rules 2020 (amended and updated time to time) and labour laws applicable for State of Madhya Pradesh. Further, the bidder will ensure that the above said certificates/registrations/licences are valid and renewed in time throughout the contract period. The contractor shall ensure that none of Security Guard is paid wages which are less than the prescribed

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amount under the Minimum Wages Act 1948 by the Government of India or by the State Government of Madhya Pradesh or any other Authority constituted by or under any law, whichever is higher, for the category of workers deployed by him from time to time. The bidder should comply with various provisions of Contract Labour (R & A) Act 1970 and Central Rules 1971 and should upload latest and/or renewed images/ copies of the following:

- a. License from Labour Commissioner to employ contract labour under the Contract Labour Act.
- b. Registration certificate under Employees Provident Fund Act.
- c. Licence to Engage in the business of Private Security Agency issued under Private Security Agencies (Regulation) Act, 2005 (*The private Security Agencies Central Model Rules 2020*) by Controlling Authority of Madhya Pradesh.
- d. Registration under Employees State Insurance Act.
- e. GST registration Certificate.
- f. Turn over certificate for the last 3 financial years (2020-21, 2021-22 & 2022-23).
- g. Proof of address of his local office/establishment at JABALPUR

The bidder should not be black-listed by any office of LIC of India or any other establishment on date of submission of tender. The bidders should have adequate resources for providing Security Guard Services for LIC of India Divisional Office Jabalpur and its other offices located under jurisdiction of Jabalpur Division (List enclosed on ANNEXURE - D),

15. The bid shall be uploaded by a person or persons so authorized by the bidder. In case, the Bidder is a Company, the officer so authorized by the Company shall sign the Bid and affix the seal of the company.
16. While discharging the duties, the bidder shall be responsible for any injuries to persons; damage done by Security Guard deployed by him and shall rectify it at his own cost.
17. Exemption of Earnest Money will be given only to the MSME/NSIC registered bidders. Exemption of EMD will only be given to the holder of certificate of Registration under Micro Small and Medium Enterprises Development Act. 2006. Also bidders claiming exemption from EMD need to mention Entrepreneur Memorandum number & produce copy of Acknowledgement of Entrepreneur Memorandum or single point registration certificate. In case MSME is owned by SC/ST Entrepreneurs, attested true copies of SC/ST certificate issue by District Authority needs to be submitted.
18. For the purpose of calculation EMD and other financial values working days of security guard in a month at allocation is being taken as 22 days. However actual working days may vary as per our requirement and as per discretion of competent authority.

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PART C – GENERAL CONDITIONS OF CONTRACT

1. The Contractor will be required to submit list of the Security Guards to the Corporation with photo ID, address proof (preferably with local address) and police verification certificate before deputing the Security Guards. All the candidates applied for Security Guard Services must be minimum 10th passed and proof of the same should also be attached. Final decision in this regard rests with the Corporation.
2. None of the personnel deployed by the Contractor shall indulge in any act other than that provided under this contract.
3. The Contractor shall follow all prevailing rules / regulations / laws and should possess applicable and legitimate license for providing Security Guard Services and shall take all safety measures for the personnel deployed by him. The Contractor shall follow all the provisions of labour law and shall alone be responsible for any lapse in this regard.
4. The Contractor shall carry out the entire work having full regard to the safety of his own personnel as well as Corporation's staff and officers in the complex. All safe practices shall be strictly adhered to by the Contractor. Despite observing safe practices if any unfortunate incident occurs, the Contractor shall bear all expense or claims towards treatment or compensation.
5. The Corporation shall not be responsible financially or otherwise for any injury or death caused to any of the persons deployed by the Contractor during the performance of duties in the premises of the Corporation. The Contractor shall be solely responsible for providing compensation, if any and / or providing for expenses towards treatment for any injury or loss of life during performance of duties by the personnel deployed by him.
6. The Contractor shall not cause or allow any of his person to act in any manner, which may cause unnecessary disturbance or inconvenience to the Corporation, employees of the Corporation, owners / tenants / occupants of nearby properties or to the general public.
7. Nothing in this tender shall by implication or expression be taken to mean or imply that any of the persons deployed by the Contractor for rendering Security Guard Services are employees of the Corporation or deployed by the Corporation. The Contractor, shall deploy workers who shall be in his sole employment and he shall be solely and wholly responsible for their acts, wages, remunerations or any other statutory liabilities or other payments. Under no circumstances shall the "Corporation" be liable for any payment or claim or compensation (including but not limited to compensation on account of injury, death or termination). In case any liability falls on the Corporation for any reason, the Contractor shall keep the Corporation indemnified against the same. In order to give effect to this, the Contractor shall incorporate suitable clause in the appointment letters to be issued to his workers mentioning that the workers are employees of the Contractor. The Contractor shall ensure medical check-up of all the personnel deployed by him, periodically as well as whenever necessary, at his own cost.
8. The Contractor will be responsible for all members of the staff deployed by him and shall obtain their police verification certificates. A certificate to this effect shall be furnished by the Contractor to the Corporation before deployment of the staff. Further, in respect of the workers deployed at the Corporation's premises, the Contractor shall submit details such as Names, appointment letters issued by the Contractor, age proof, address proofs & certificate of police verification in respect of all his staff deployed at Corporation's site. The Contractor shall ensure that the character and antecedents of the Security Guard deployed by him are duly verified before such deployment.

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9. The Agency shall obtain at his own expenses all licences, Permissions etc. As may required by law and shall bear all taxes imposed by Government/Municipal Authority/Agency .
10. The Contractor shall be responsible for any loss due to theft / pilferage / damage caused in the course of performance of duties to the Corporation's property including fittings, furniture, fixtures or any other equipment(s). The Corporation shall assess the amount payable by the Contractor towards damages / loss / theft / pilferage and the same shall be **recovered by the Corporation from the monthly payment to be made to the Contractor and/or from security deposit/ bank guarantee.**
11. The Security Guard deployed by the Contractor should be healthy, neat and clean. They should display good conduct & courteous behaviour. They should be in proper uniform and should be provided photo identity cards by the Contractor, at his own cost.
12. In case of any complaint against any of the Security Guard deployed by the Contractor, he shall remove such personnel immediately and arrange for replacement of removed person within 24 hours. The person(s) so removed should not be deployed again or allowed to work in the premises of LIC of India.
13. If the personnel deployed by the Contractor are found to be indulging in any undesirable activities in the premises of the Corporation, the Contractor will be solely responsible for all the consequences. Besides, the Corporation shall be at liberty to lodge complaints before appropriate authorities.
14. No residential accommodation shall be provided by the Corporation to Contractor and / or to the Security Guard deployed by him.
15. The contract shall be for a period of one year initially. However, the same may be extended by one year on two occasions on the same terms & conditions, subject to satisfactory performance and approval of Competent Authority.
16. The Contractor shall make payment to Security Guard as per Minimum Wages Act only by electronic mode. Monthly payments to the Contractor will be made only after submission of certificate mentioning names of Security Guards, amount paid, name of the bank and bank account number. The names mentioned should only be of those who were actually deployed as Security Guard by the contractor to providing Security Guard Services to the Corporation. Any violation of the Minimum Wages Act will entail forthwith termination of the contract in addition to such penal consequences as may be deemed fit by the Corporation.
17. All work must be carried out to the entire satisfaction of the Corporation. If the standard of services is not maintained to the satisfaction of the Corporation, appropriate penalty will be imposed and the same will be deducted from the monthly bill and / or Security Deposit/Bank Guarantee.
18. Security Guard Services **required:**
 - i. Locations for Security Guards Services requirements are for LIC of India Divisional Office "Jabalpur and other offices located under jurisdiction of Jabalpur Division (List enclosed on Annexure-D) for which requirement of Security Guard is approximately 75(Armed 05,Unarmed 22 in class B city & Armed 16,Unarmed 32 in Class C city). Corporation has the right to increase or decrease the requirement of Security Guard at any point of time and also may decide whether Security Guard services are required or not at any location. The Security Guard so deployed by the contractor are expected to carry out Security job and other related work as deemed fit by the Corporation. Assessment of Security Guards requirement is only to provide an equal footing to all the bidders so that they have equal weight age on this factor. This tender must not construed as a tender for deployment of providing Security Guard Services. It is also reiterated that this tender is inviting offers for providing Security Guard Services and not for deployment of Security Guard.

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- ii. **The outsourcing of the Security Guards is purely on contractual basis. The duty hours will be 8 (eight) hours, for each Security Guard per working day.**
- iii. The same guard shall not be deployed for more than one shift continuously, if so, the payment will not be made for such shifts.
- iv. The Security Guard so deployed by Contractor for required jobs should be of sound mind & major with age not more than **55 years**.
- v. The security agency shall provide Gun, Torch light, Lathi, Dresses, Whistle, Umbrella and all other paraphernalia etc., required for Security Guards.

It is pertinent that the deputed Guards equipped with the GUN must have knowledge of restricted clauses and effective use of weapons (GUN) for de-escalation & defensive purposes in accordance to applicable and amended sections of Indian Penal Code 1860 ,Code of criminal procedure 1973 ,The Arms act 1973 & Human Right Act 1993.

- vi. The security agency shall give the duty allocation chart mentioning the names of the guards deployed by him to the competent Authority one week in advance.
 - vii. The security guards deployed by the agency, should be proficient in operating metal detector/fire extinguishers.
- Vii Complete details of the Security Guards deployed daily by the Contractor shall be maintained by Contractor and made available for verification as and when demanded by the Corporation.

19. Responsibilities of the Contractor would be as under:-

- i. To provide disciplined, courteous, trained and quality personnel ready ever to attend to their work politely.
 - ii. The Contractor shall ensure excellent standards of service.
 - iii. The Contractor shall ensure that GST collected from the Corporation is deposited with the GST authorities and proper GST return is filed within the specified time limit.
 - iv. Security Guard deployed by the Contractor shall be required to display their photo identity card issued by the Contractor.
 - v. It shall be the responsibility of the Contractor to provide all benefits, remuneration & amenities prescribed under any applicable law to the Security Guards deployed by him.
 - vi. The Contractor shall be responsible to maintain all Registers, Records and Accounts required for the compliance of any and all statutory provisions / obligations.
 - vii. The Contractor should ensure that Security Guards provided by him do not smoke while working in the premises of the Corporation. They will also not indulge in drinking alcohol or any other intoxicants. They will not consume drugs and eat pan / khaini / tobacco etc. They will not play cards or indulge in gambling or any illegal activity in the office premises.
 - viii. The Contractor shall comply with the feed-backs, if any, given to it by Official of Corporation.
 - viii. All complaints received during normal working hours should be attended to as early as possible. No complaints should be left unattended / postponed.
20. The punctuality & quality in rendering of the said services are the essence of the contract and the Contractor shall undertake to abide by them at all times. The Contractor will provide the address of his local office at

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JABALPUR (which must have operational for at least last two years) and the phone number/ mobile number of the office along with the mobile numbers of the person/ representative liable to monitor and manage day to day management / supervision of Security Guards. The Contractor through his office/ representative will ensure attendance of the entire workforce on all days at stipulated time for the stipulated duration at all locations through the maintenance of a suitable register and also ensure the quality of the work. The Contractor has to ensure that none of his/her worker leaves the premises before expiry of the stipulated hours. If any worker is on leave, has fallen sick, or has not reported for duty on time and no alternate arrangement is made by the Contractor, the said worker will be considered absent for the full day and no payment will be given for that day for such worker and that amount will be deducted from the amount due to the Contractor at the time of finalization of his / her bills for the said month.

21. Further if Contractor fails to make alternate arrangement within 24 hours, in such cases of leave/absence of any worker an additional amount Rs. 250/- (+GST as applicable) will be deducted as fine for each day from the beginning of very first day of absence of such worker and no wages for such days will be paid. Needless to mention that if deployed personnel found with poor/improper turned out uniform & without identity card he will be treated as absent.
22. In addition to above Para No. 20, "the Corporation" may impose fine/penalty for non fulfilment of contractual obligations in accordance to following table:-

1	Delay/Non performance in providing services as per the specified time schedule	Rs. 100/- (+Applicable GST) per item for each delay of delay
2	Not taking care of keys under custody of guard and not handing over to the relieving guard or to any other authorized person.	Rs. 200/- (+Applicable GST) per occasions
3	Visitors entry not entered in the prescribed register	Rs. 100/- (+Applicable GST) per occasions
4	Unauthorized entry of individuals or vehicles without proper checking	Rs. 100/- (+Applicable GST) per occasions
5	Misuse (consumption of alcohol ,tobacco etc....) in any space /room/premises	Rs. 1000/- (+Applicable GST) per day per event
6	Non patrolling of guards around the premises, administrative block and garden at least ones in a hour.	Rs. 100/- (+Applicable GST) per occasions
7	Non wearing of ID Card/Uniform /Without proper Gun/Torch light/Lathi/Whistle	Rs. 100/- (+Applicable GST) per day per event
8	If street Dog/ Animals enter in to the compound	Rs. 100/- (+Applicable GST) per occasions
9	Salaries to the deployed Security Guard to be paid by the contractor before 7 th of following month	Rs. 5000/- (+Applicable GST) per month
10	On detection of difference in attendance sheet and physical presence of deployed Security Guard.	Rs. 1000/- (+Applicable GST) per day per event
11	Non uploading of GSTRs /other statements on relevant websites	Rs. 1000/- (+Applicable GST) per event
12	Any other dereliction noticed by the authorities	Rs. 100/- (+Applicable GST) per occasions

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23. The Contractor shall:

- i. Provide proper, well turned out, neat and clean uniform with identity card to all the Security Guards deployed by him for providing services and ensure that the same is worn by them during the course of their duties in the premises.
 - ii. Ensure immediate corrective action on receipt of any complaint against the services provided or against any individual deployed by him in the premises of the Corporation.
 - iii. Be obliged to continue providing the services on the same terms and conditions as provided in the contract, till such time as Corporation, is able to make any alternative arrangement or Corporation has agreed in writing to allow the Contractor to discontinue earlier.
 - iv. Comply with the instructions issued by the authorities of the Corporation from time to time relating to the performance of the services, duties and obligations. The services rendered by the Contractor shall be subject to regular review by the Corporation and its decision as to the quality thereof shall be final and absolute.
24. Nothing in this tender shall be deemed to create any partnership, joint venture, agency between Corporation and the 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 Contractor is an independent entity and not an employee, agent, associate or authorized representative of Corporation. The Contractor is not authorized to undertake any obligation or liability in the name of or on behalf of Corporation whatsoever.
25. The Contractor & the Security Guards deployed by him at the Corporation's premises shall maintain confidentiality of any information in their possession during their deployment in the premises of the Corporation & thereafter.
26. In case of any loss/damage due to Security Guards, for any reason whatsoever, the Contractor shall pay damages commensurate to the nature of loss / damage, an appropriate amount depending upon LIC's discretion and Corporation shall without prejudice to their rights and remedies including termination of Contract, be entitled to deduct such damages from any amount payable to the Contractor.
27. The bidder is required to upload photocopies of the following documents duly self attested along with the Technical Bids failing which their bids shall be summarily rejected.
- a. Registration certificate with Labour Department
 - b. Licence to Engage in the business of Private Security Agency. (Registered in Madhya Pradesh)
 - c. Copy of PAN
 - d. Copies of EPF Registration certificate
 - e. Copy of ESI Registration certificate
 - f. Copy of GST Registration
 - g. Copy of necessary license under Shops and Establishment Act
 - h. CA certificate for turnover of last three years 2020-21, 2021-22 & 2022-23.
 - i. Proof of address of his local office/establishment at JABALPUR
 - j. Copy of The bidder GST return as at 31.03.2023

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28. The bidder shall give an Affidavit on stamp paper of Rs. 100/- that they are complying with the provisions pertaining to various Acts as amended from time to time as mentioned below. It will be the sole responsibility of the Contractor to abide by the provisions of the following Acts as to the workers deployed by him for performance of the service.

- a) Private Security Agencies (Regulation) Act, 2005 & its associated state rules,
- b) The private Security Agencies Central Model Rules 2020
- c) Child Labour Abolition & Rehabilitation Act, 2006
- d) Workmen Compensation Act 1923
- e) Labour & Employment Act 1972
- f) Industrial Employment (Standing Orders) Act 1946
- g) Contract Labour (Regulation & Abolition) Act 1970
- h) The Minimum Wages Act 1948
- i) Employees' Provident Fund Act 1952
- j) The Employees' State Insurance Act 1948.
- k) The Insurance Laws (Amendment) Act 2015
- l) Provisions of IRDA circular ref:- IRDA/Life/CIR/GLD/013/02/2011 dated 01.02.2011
- m) Any other Act or Legislation/ Local Laws which may govern the nature of Contract

29. The bidder will discharge all legal obligations in respect of wages of his personnel and their service conditions & shall comply with all the rules & regulations & provisions of Law in force that may be applicable to them from time to time viz. statutory obligations under Contract Labour (Regulation & Abolition) Act 1970, Minimum Wages Act, Workmen Compensation Act, EPF & MP Act, Industrial Dispute etc. The Contractor will indemnify & keep indemnified the Corporation from any claim, loss or damage that may be caused to the Corporation on account of the failure of the Contractor to comply with his obligations under the various laws towards the Security Guard deployed by him for any loss or damage to the Corporation due to the acts / omissions of Contractor.

30. All the bidders shall execute and submit Integrity Pact on plain paper as per Annexure A in this tender document. **This document has to be submitted with the technical bid failing which the tender will not be considered.**

31. The bidder should neither be a sub-contractor to any other entity / person, nor should, at any time, sublet to any other person, the contract awarded to him. He should not be a party to any cartel at any time for processing any contract including the present tender.

32. PAYMENT TERMS:

- i. **The billing and payment will depend on the actual number of persons deployed by Contractor and actual number of days of working of each person as per stipulated minimum wages for unskilled worker category.**
- ii. The Contractor will be paid on monthly basis by NEFT / RTGS only for the services rendered during the particular month for which he shall submit the bill for the agreed amount latest by 7th of the following month along with proof of remittance (copy of challan) of EPF, ESIC of the previous calendar month along with list of employees for whom the amount stands remitted. The list shall mention all the particulars like name of Security Guards, amount credited (with bifurcation like BASIC+VDA+ EPF +

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- ESIC + STATUTORY payment), Bank name, Bank Branch and bank account number. Quarterly statement of GST should be timely submitted to the Corporation.
- iii. The Corporation reserves the right to withhold bills if the contractor fails to produce the proof for having remitted the Wages/ ESI/PF Statutory dues. ESI/PF should be deposited in stipulated time to the Statutory Authority.
 - iv. **The Contractor shall disburse the minimum wages (in vogue as on date of payment of wages) to Security Guards by electronic mode only on or before 7th of the succeeding month.** The contractor shall bear all expenses regarding uniforms, preparation of their Identity card, compensations, wages and allowances (VDA, ESI and EPF etc as applicable relating to Security Guard engaged by him and abide by the provisions of various labour legislations. The Contractor shall pay the wages to the **Security Guards** on or before the 7th day of every succeeding month. Wages payable shall not be less than the minimum wages payable as declared by the Central Govt/State Government, whichever is higher. **The Corporation will reimburse wages paid to the Security Guards deployed by the contractor only on submitting the proof of payments to the Security Guards and confirmation of the same by the offices concerned.**
 - v. TDS at the prevailing rates will be deducted.
 - vi. The Contractor shall alone bear all taxes, rates, charges and levies or claims whatsoever as may be imposed or levied by the State/Central Government(s) or any local body or authority for and in connection with rendering services except Goods and Services Tax (GST). The GST will be raised by Contractor in the monthly bill & same will be paid by Corporation along with the other agreed charges for the services of Security Guard.
 - vii. The Contractor is liable to remit/deposit to the concerned government authority/department all the dues payable by it under the law within the stipulated time period, failing which the dues are liable to be deducted from the bills payable to the Contractor.

33. Administrative/Service Charges: -

- i. The tenderer shall be required to quote Administrative/Service Charges in-Toto, for the award of the contract. To arrive on Administrative/Service Charges tenderer must keep alike/similar percentage of wage bill for both class of city (i.e same percentage of wage bill for city class B & city class C). On awarding the contract service charges will be converted into percentage (%) of the wage bill for per Housekeeping Security Guard per day basis . This percentage of Administrative/service charge will remain be fixed on future increase/decrease, in minimum wage rate during the period of contract, respectively.
- ii. **Bidder must provide bifurcation of** the components of quoted value (i.e. rates per **Security Guards** per day , statutory payments, Service charges, GST and other liabilities) while quoting the same over GeM portal . If bidder fails to provide aforementioned bifurcation the corporation reserve the right to call statement of such bifurcation.
- iii. **Administrative/ service charges quoted by the contractor should not be less than 3.85 %. If a firm quotes 'less than 3.85 % charges the bid shall be treated as unresponsive and will not be considered.**

34. TERMINATION:

Corporation reserves the right to cancel or terminate this contract / agreement by giving one month's notice in writing without giving or assigning any reasons whatsoever for doing so. In the event of the Contractor wishing to terminate this Contract, the Contractor shall give at least three months notice to Corporation in writing.

In the event of earlier termination of the Contract by either parties or on expiry of the contract, the contractor shall be obliged to continue providing the services on the same terms and conditions as provided in the Contract, till the Corporation is able to make alternate arrangements for **Security Guard services**, even if Corporation has agreed in writing to allow the Contractor to discontinue earlier.

The contract is also liable to be terminated by the Corporation if

- i. The Contractor abandons the work or
- ii. The Contractor assigns or sublets the work in whole or in part thereof or
- iii. The Contractor makes default in proceedings of the work under the contract, at any time during the contract period, with due diligence and continues to do so even after a notice is issued by the Corporation or
- iv. The Contractor becomes bankrupt or insolvent or goes into liquidation or is ordered to wind up or has a receiver appointed on its assets or
 - v. The Contractor persistently disregards the instructions issued by the Corporation or
 - vi. The Contractor fails to adhere to the agreed schedule of the work or
 - vii. The information submitted by the Contractor in the Tender is found to be incorrect or
 - viii. The Contractor fails to perform its obligations as per terms and conditions of the contract or
 - ix. The Contractor fails to maintain records / registers as required under the terms of this contract.

35. **Punitive Provisions:** Without prejudice to and in addition to the rights of " **The Corporation** " to other penal provisions as per the bid documents or contract, if the " **The Corporation** " comes to a conclusion that a (prospective) bidder/contractor/service provider, directly or through an agent, has violated any Code of Integrity in competing for the contract or in executing a contract, " **The Corporation** " may take appropriate measures including one or more of the following:

i) If his bids are under consideration,

- a) Forfeiture or encashment of bid security;
- b) Calling off of any pre-contract negotiations; and
- c) Rejection and exclusion of the bidder from the procurement process.

ii) If a contract has already been awarded,

- a) Cancellation of the relevant contract and recovery of compensation for loss incurred by " **The Corporation** " ;
- b) Forfeiture or encashment of any other security or bond relating to the procurement;
- c) Recovery of payments made by the " **The Corporation** " along with interest thereon at the prevailing rate;

iii) Provisions in addition to above,

- a) Removal from the list of registered suppliers and banning/debarment of the bidder from participation in future procurements of " **The Corporation** " for a period not less than one year;
- b) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible

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36. DISPUTES & DIFFERENCES:

- i. In case of any dispute between the Agency and Corporation, Corporation shall have the right to decide the same.
- ii. The matter will be referred to the Divisional Manager, L.I.C. of India, Divisional Office, Jabalpur and his decision shall be final and legally binding on the contractor.
- iii. All disputes shall be settled within the territorial jurisdiction of city of Jabalpur (MP) only.

37. SECURITY DEPOSIT

The selected Contractor will have to remit security deposit of Rs 1250000/-**(tentative)** which will be 5% of estimated value of the contract (approx. Rs 250 lakhs) through NEFT or RTGS. The amount will be kept interest free with the Corporation for the entire period of the contract. The Security Deposit shall be refunded within a period of two months from the date of expiry or termination of contract (whichever is earlier) provided there are no defects or loss or damage caused to the Corporation. In case of defects or loss or damage caused to the Corporation, the same shall be recovered from the Security Deposit and balance, if any, shall be refunded without interest to the Contractor.

38. The Contractor shall remit ESI and EPF contribution of all his **Security Guards** regularly to ESI Corporation and P.F. Authorities respectively and furnish the proof of the same every month to the Corporation. If it is found at any time that ESI and EPF contributions in respect of his employees are not being deposited, L.I.C. of India reserves the right to utilize the amount of Security Deposit for the same or from the amount payable to the said contractor.

39. The Contractor agrees to abide by the regulations if any notified by IRDAI during the currency of Contract in connection with, "Outsourcing Policy" of LIC of India.

40. PROVISIONS OF SECTION 33(3) and 33(4) OF THE INSURANCE ACT, 1938 AS AMENDED BY THE INSURANCE LAWS (AMENDMENTS) ACT, 2015:

In terms of provisions of Section 33(3) of The Insurance Laws (Amendment) Act, 2015, the Insurance Regulatory and Development Authority of India (IRDAI), is authorized to verify such books of account, registers, other documents and the data base in the custody of the Contractor in respect of services outsourced by the LIC of India. It shall be the duty of the Contractor to provide such documents / statements / information as may be required by IRDAI within such time as may be specified by IRDAI.

In terms of provisions of Section 33(4) of The Insurance Laws (Amendment) Act, 2015, the Insurance Regulatory and Development Authority of India (IRDAI), if it considers expedient to do so, may direct any person hereinafter referred to as "Investigating Officer", to make an investigation as specified under Sec.33(1) or carry out an inspection as specified under Section 33(2) of The Insurance Laws (Amendment) Act, 2015, who may examine on oath any Manager, Managing Director or Other Officer of the Contractor or agency where the services are outsourced by LIC of India.

41. The Corporation reserves the right to call for any record or requirements from the Contractor at any time in response to any query from the Appropriate Authorities.

We accept all the above terms and conditions as set forth in all the Parts from A to C.

AUTHORISED SIGNATORY

NAME / DESIGNATIONS & SEAL OF THE FIRM/ CONTRACTOR/COMPANY

DATE:

PLACE:

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

PART D - SCOPE OF WORK

The successful bidder will have to provide Security Guard Services for LIC of India Divisional Office Jabalpur and other offices located under jurisdiction of Jabalpur Division (List enclosed on Annexure-D) by deploying its persons to the satisfaction of LIC of India, in consistent with LIC of India standards and instructions issued by appropriate LIC of India officials from time to time.

The service provider will have to engage suitable trained & courteous Security Guards to carry out all related works on all working days and some special occasions when the office remains open either for work or for other reasons.

Scope of Work of Security Guard Services

1. Safeguarding Corporation's property against theft, misuse, and keeping a watch over the cars, scooters, cycles etc. parked inside the premises compound.
2. Preventing unauthorized person vehicles etc. or animals from entering the premises; prevent even employees from entering office premises after close of office hour without specific permission from the Competent Authority of the office.
3. Taking charge of the personal property found in the Corporation's premises and handing over the same to the authorized /designated officials.
4. Watching the entire premises and patrolling the same during the period of duties.
5. Observing carefully, while on patrol, pipelines, drainage, electrical fittings and safety installations and taking action against damage, breakdown or wastage if any and bringing them to the notice of Authorized/Designated Officials for further remedial actions.
6. Preventing unauthorized additions or alternations in the premises carried out by outsiders or tenants or employees and reporting the matter to the Authorized/Designated Officials.
7. Performing duties like pumping of water by operating pumps, noting of water meter reading etc.
8. Locking the main door/gate chambers and checking that other electrical gadgets are switched off, wherever necessary.
9. In case of theft or damage to the property or any untoward incidents or unusual occurrence informing the same to Authorized/ Designated Officials.
10. Wherever required, taking care of keys under his custody and handing over them to the relieving watchman or any other authorized person.
11. Preventing persons from writing pasting posters etc on the wall and compound of the property or otherwise disfiguring the same.
12. The Security Guard shall maintain visitor registers and shall place the same before the Authorized Officials for verification.
13. The Security Guard should not leave the place of duty under any circumstances unless and until his reliever/substitute joins or property relieved i.e. signing in handing over/ taking over register.
14. Observing strictly instructions/ orders given from time to by the Authorized/ Designated Officials.

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15. Security guards must ensure that fire safety regulations and protocols are followed within the premises. This includes enforcing no-smoking policies, maintaining clear exits and escape routes, and ensuring proper storage and use of flammable materials
16. Taking the following precautions against fire at the time of closing hours of the office:
 - a To switch off all electrical equipments and switches 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 all waste papers are removed from the Office and stored properly in the room meant for it
16. Taking the following action in case of a fire:
 - a) To raise alarm and muster assistance from neighboring building / passers by.
 - b) To contact immediately fire brigade and the police.
 - c) To try to put off the fire by using the fire extinguishing appliances available.
 - d) To inform immediately the Head of the Office or the Head of the Establishment and maintain liaison with Zonal Security Officer to have liaison with the police in case of exigencies.
17. All entry and exit gates will have to be closed as per the time schedule given by the Competent Authority.
18. All Security Guards must be in uniform wearing photo identity cards.
19. Security Guards must ensure timely switching on / off all the lights, fans, etc. in the premises, garden, and turning off water taps wherever water is overflowing etc. every day.
20. Every day Security Guards will have to report at Administrative Office and sign the Attendance Register.
21. Gate pass (duly signed by the Competent Authority) must be insisted upon before allowing any office items to go outside the premises.
22. Security Agency will provide us with Armed Guard for carrying out duties at our Branch Offices (as per Annexure D) under the direct control of respective Chief/Sr./Branch Managers to whom they will report for all matters concerning cash security/security arrangements

PART E – TECHNICAL BID (To be uploaded on GeM Portal)
--

1. Name of the Firm / Contractor / Company :
(Attach certificate of Registration)
2. Date of establishment :
3. Name of the Proprietor/ Director of the Firm / Contractor / Company :
4. Full Address of Registered Office :
 - a. Telephone number/s :
 - b. Mobile Number :
 - c. E-mail Address :
5. Full Address of Operating Office /Branch :
 - a. Telephone number/s :
 - b. Mobile Number :
 - c. E-mail Address :
6. *Banker of the Company Firm /Contractor/ Company :-
Telephone Number of Banker :
7. *Registration no. with Labour Department :
8. *Registration no. Licence to engage in the business :
Of Private Security Agency
9. *Registration no. under Shop & Establishment Act:
10. *PAN NUMBER (Attach certified copy) :
11. Office at ... since :
12. Address of local office (at ...) :
13. *EPF Registration No. :
14. *ESI Registration No. :
15. *GST Registration No. :

GST (Vendor details)	
Name	
State (complete State Name)	
State Code	
PAN Number	
GSTIN Number	
Contact Person	
Phone Number	
Mobile Number	
E mail ID	

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16. Details of EMD @ 2% of approx contract value

NEFT/RTGS Details	EMD of Rs. 5,00,000/-
Name of Bank	
Account Number	
UTR/RTGS Number	

17. *Audited Turnover of the Company /Partnership Firm/ Proprietorship for the Financial Year 2020-21, 2021-22 & 2022-23 (Please upload a copy of CA certificate showing turnover for last three years and copy of audited Balance Sheet and Profit & Loss Account for all the three years) :

Sr. No.	Financial Year	Turnover
1	2020-21	
2	2021-22	
3	2022-23	

18. A. Work experience of Bidder in the field of Security Guard Service: (Attach Proof) (Please see point no. 10 of Part B)

Sr. No.	Name of the Client	Specify whether Financial organization, Government /Public Sector undertaking /Private organizations	Since when Service is provided		Annual contractual amount of Security Guard services with number of Security Guard (in lacs)	
			From (mention date)	To	Number	Amount

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18. B. DETAILS OF EXISTING CLIENTS (Attach Proof)

Name and Address of the Company	Contact Person				Date of award of Contract		Number of Security Guard deployed	Total Annual Contract Value (In lacs)
	Name	Designation	Phone No.	e-mail ID	From	To		

Give reference with full details of the person to whom enquiry in the above organizations can be made about work performance by our authorized officials.

Separate sheets may be used for uploading the information sought in points 17. A. & 17. B.

* Attach self attested photocopies of certificates/statements.

DECLARATION

I, Son / Daughter / Wife of Shri
Proprietor / Director /Authorized Signatory of the Firm/ Contractor/ Company mentioned above is competent to sign the declaration and Execute this Tender Document:

I have carefully read and understood all the terms and conditions of the Tender and undertake to abide by these terms and conditions.

The information / documents furnished along with the application are true and authentic to the best of my knowledge and belief. I am/ we are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

I /we confirm that we are neither black listed nor facing any penal action from any office of LIC of India or an establishment of Central Govt or the State Govt or the PSU for breach of agreement.

I/we possess all licenses/certificates issued by concerned Deptt. of Central Government/ Government of Madhya Pradesh for providing Security Guards. I/we will ensure to timely renew the same throughout the contract period. I/we would provide Housekeeping Security Guards on contractual basis as mentioned in tender documents (PART A to PART F).

Signature of Authorized person

Date: -

Full Name: -

Place: -

Seal:-

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

Order of Arrangement of Documents with Technical Bid : - (Self Attested)

1. Attested copy of Firm/ Contractor /Company Registration
2. Attested copy of Certification of Registration with Labour Deptt.
3. Attested copy of Licence to Engage in the business of Private Security Agency
4. Attested copy of Certification of Registration under Shop & Establishment Act
5. Attested copy of PAN
6. Attested copy of EPF Registration letter / Certificate
7. Attested copy of ESI Registration letter / Certificate
8. Attested copy GST Registration
9. Certified copy of Balance Sheet and Profit & Loss Accounts for last 03 years as mentioned
10. Attested Copy of Audited Turnover of the Company /Partnership Firm/ Proprietorship for the Financial Year 2020-21, 2021-22 & 2022-23 (Please upload a copy of CA certificate showing turnover)
11. Separate sheet in reply to question no. 18 A & 18 B of Technical Bid in the given format with additional details about contact person/s
12. Certified Document in support of entries in column no 18 A & 18 B of Technical Bid
13. Copy of the terms and conditions in tender document with each page duly signed (with seal) by the Authorized signatory of the Firm / Contractor/ Company in token of their acceptance.
14. Duly filled Integrity Pact as per format provided in Annexure A on plain paper duly signed.
15. Affidavit as per Annexure B (please see page 25) on non judicial stamp paper of Rs. 100, notarised.
16. Satisfactory certificate of at least one firm.
17. Additional documents if any to be annexed thereafter.
18. MSME certificate required if applicable.
19. Proof of address of his local office/establishment at JABALPUR
20. Copy of The bidder GST return as at 31.03.2023

All the documents are to be arranged in serial order as above. Index of all the documents submitted by the bidder mentioning page number should also be done on front page. In addition to signature on bottom of all the pages of tender documents, signature of bidder with name / designation with seal of the agency/firm (& witness wherever required) is required on technical bid & financial bid along with all Annexures.

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

PRE-BID INTEGRITY PACT

Annexure A

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

This pre-bid pre-contract integrity pact (hereinafter called the Integrity Pact) is made on..... day of the month of2024 , 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 Jeevan Prakash Divisional Office Jabalpur (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 Guard services for its LIC of India Divisional Office "Jabalpur and other offices located under jurisdiction of LIC of India Jabalpur Division (List enclosed on ANNEXURE - D).", and the BIDDER/Seller is willing to offer/has offered the Security Guard 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.

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

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 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 Guard 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.

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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 Indian Penal Code (IPC) /Prevention 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 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 Court 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 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.500,000/- (Rupees Five lakh only) as Earnest Money Deposit with the BUYER & Successful bidder shall deposit 5% 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 Jabalpur

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.

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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.

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7. **Independent Monitors:**

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 Arun Chandra Verma, IPS (Retd)**
Flat No. C-1204,
C-Tower, Amrapali, Platinum Complex,
Sector 119, NOIDA (UP)
Email: acverma1@gmail.com
Mobile: (+91) 8130386387

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 **Senior Divisional Manager, Divisional Office JABALPUR, 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 also 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 **Senior Divisional Manager, Divisional Office JABALPUR, 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.

7.9 If the Monitor has reported to the **Senior Divisional Manager, Divisional Office JABALPUR, LIC**, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman LIC has not, within

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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

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. _____

2. _____

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

Annexure B**AFFIDAVIT**

(To be given by the bidder on non judicial stamp paper of 100/- Notarised, along with the technical bid)
I/We, authorized representative of _____ being Indian Company / Sole Trading Company / Partnership Firm, registered under _____ bearing registration no. _____ having office at _____ do hereby solemnly affirm and state as under:-

Whereas Life Insurance Corporation of India, Divisional Office ..., has floated a tender for Security Guard Services and in respect of the same, I/we being one of the Bidders, confirm that -

I /we strictly follow all laws as mentioned in General Conditions of contract and other pages of this tender.

I /we confirm that we are neither black listed nor facing any penal action from an establishment of Central Govt or the State Govt or the PSU for breach of agreement.

I /we shall at all time indemnify and keep indemnified the Corporation against any/all claims of/by persons deployed for providing Security Guard service 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, Child Labour Act, Industrial Employment Act, Contract Labour Act, Labour & Employment Act 1972, The Insurance Laws (Amendment) Act 2015, Provisions of IRDA circular ref:- IRDA/Life/CIR/GLD/013/02/2011 dated 01.02.2011, Private Security Agencies (Regulation) Act, 2005 & its associated state rules, the private Security Agencies Central Model Rules 2020 (amended and updated time to time) Any other Act or Legislation/ Local Laws which may govern the nature of Contract 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 personnel 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 we shall indemnify Life Insurance Corporation of India against all claims, which may be made upon the Life Insurance Corporation of India being the buyer under the contract 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 me/us. I /w 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 mis-statement made shall be sufficient reason for Life Insurance Corporation of India to terminate the contract, besides taking recourse to other legal remedies available in the contract.

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

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

NEFT MANDATE**APPLICATION FOR PAYMENT THROUGH NEFT FROM AGENCY**

Name of the Agency:
(As per Bank A/c)

PAN NO. :
(Compulsory)

Address of Agency :
.....

Phone / Mobile no. :
(FOR SMS Alert)

Email ID :
Agency's Bank name :

Bank Branch Name :

Address of the Bank :

*Agency Bank Account No. :
(Full Digit 11-16)

Type of A/c (Saving A/c Current A/c OD A/c CC A/c):.....

Bank IFSC Code No. :
(11 DIGIT IFS CODE)

I have checked the above details with my banker and confirm that they are correct. Please transfer the amount payable to me as per details stated above.

.....

Signature of the Authorized Signatory of Agency

Date:

With seal

* Please attach copy of cancelled cheque with this form

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

PART F –Financial Bid (being made available on GeM Portal)

The tenderer has to go through details of terms/conditions & scope of work and nature of services to be provided. Accordingly, he has to submit the financial bid having regard to the General Terms and Conditions, number of Security Guards to be deployed, scope of work & locations as available on GeM Portal itself.

Draft Financial Bid for Security Guard Services available on GeM Portal

(a) The components of rates per Security Guard per day shall comprise such statutory payments and liabilities as applicable on date and revised from time to time as under:

S. No.	Particulars	Components of Rates
1	Minimum wages per person (per day) for unskilled category	Minimum Wages per day per person, including VDA as on date as per Ministry of Labour & Employment , F No-1/7(6)/2024-LS-II Dated 01/04/2024
2	E.S.I. Charges	Employees State Insurance as applicable
3	E.P.F. Charges	Employees State Provident Fund as applicable
4	Service Charges	Minimum 3.85% of the monthly wage bill (which includes minimum wages, ESI & EPF)
5	GST	As applicable

**** It shall be presumed that each of the tenderer shall be liable to make above payments as per the statutory liabilities and claim the same from the Department.**

(b) Administrative/Service Charges: - The tenderer shall be required to quote Administrative/Service Charges in-Toto, for the award of the contract. To arrive on Administrative/Service Charges tenderer must keep alike/similar percentage of wage bill for both class of city (i.e same percentage of wage bill for city class B & city class C). On awarding the contract service charges will be converted into percentage (%) of the wage bill for per Security Guard per day basis . This percentage of Administrative/service charge will remain be fixed on future increase/decrease, in minimum wage rate during the period of contract, respectively.

(c) Bidder must provide bifurcation of the components of quoted value (i.e. rates per Security Guard per day , statutory payments, Service charges, GST and other liabilities) while quoting the same over GeM Portal . If bidder fails to provide aforementioned bifurcation the corporation reserve the right to call statement of such bifurcation.

Note

- 1. It shall be presumed that each of the tenderer shall be liable to make payments of minimum wages and other statutory liabilities and will claim the same. Thus the administrative/service charges shall be the deciding parameter for the award of the contract and the bidder shall be required to quote only total administrative / service charges.**
- 2. Administrative/ service charges quoted by the contractor should not be less than 3.85 %. If a firm quotes 'less than 3.85 % charges the bid shall be treated as unresponsive and will not be considered.**

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

3. **GST will be reimbursed to the vendor by LIC of India as per prevailing rates.**
4. **Billing and payment will depend on actual number of person's deployed & actual number of days of working of each Security Guard.**

Signature of Bidder with seal

Name of the Agency Name of signatory:

Designation:

Address of Office:

Date:

Place:

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

ANNEXURE-D

DIVISIONAL OFFICE JABALPUR AND OTHER OFFICES LOCATED UNDER JURIDICTION OF JABALPUR DIVISION

S. NO.	NAME OF OFFICES	DO/BO/ SO CODE NO.	CLASS OF CITY	TENTATIVE REQUIREMENT OF Armed Guard Day Shift	TENTATIVE REQUIREMENT OF Unarmed Guard Day/ Night Shift
1	DIVISIONAL OFFICE JABALPUR	D-037	B	0	6
2	CBO-1 JABALPUR	375	B	1	2
3	CBO-2 JABALPUR	202	B	1	2
4	CBO-3 JABALPUR	37A	B	1	2
5	DBO- JABALPUR	374	B	1	0
6	CAB- JABALPUR	401	B	1	0
7	SIHORA	37L	C	1	0
8	KATNI-1	376	C	1	2
9	KATNI-2	3048	C	1	0
10	DAMOH	37D	C	1	2
11	SAGAR-1	371	C	1	2
12	SAGAR-2	37M	C	1	0
13	CAB-SAGAR	3051	C	1	0
14	BINA	37J	C	1	0
15	NARSINGHPUR	358	C	1	0
16	MANDLA	37C	C	1	2
17	BALAGHAT	380	C	1	2
18	LAKHNADON	3052	C	1	0
19	SEONI	378	C	1	2
20	CHHINDWARA	388	C	1	2
21	PARASIA	37I	C	1	2
22	SAUSAR	3049	C	1	0
23	SO-ADHARTAL, JABALPUR		B	0	1
24	SO-VIJAY NAGAR, JABALPUR		B	0	1
25	SO-RANJHI, JABALPUR		B	0	1
26	SO-BILHARI, JABALPUR		B	0	1
27	SO-SHAHPURA		C	0	1
28	SO-VIJAYRAGHAVGARH		C	0	1
29	SO-TENDUKHEDA		C	0	1
30	SO-HATTA		C	0	1
31	SO-RAHLI		C	0	1
32	SO-KHURAI		C	0	1
33	SO GOTEGAON		C	0	1
34	SO-GADARWARA		C	0	1

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

35	SO-NAINPUR		C	0	1
36	SO DINDORI		C	0	1
37	SO-WARASEONI		C	0	1
38	SO-BAIHAR		C	0	1
39	SO- LANJI		C	0	1
40	SO-BARGHAT		C	0	1
41	SO-CHORAI		C	0	1
42	SO-PANDURNA		C	0	1
43	EDMS JABALPUR		B	0	3
44	STAFF QTRS AT KATANGA JABALPUR		B	0	3
			Total	21	54

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