

**Tender Notice**

**Tender No. THRISSUR DO /ESTBL - 1/2024-25**

LIC of India, Thrissur Division, intends to hire the services of Agencies/firms/organizations for Security Services(without fire arm) for its premises at “Jeevan Prakash”, Kovilakathumpadam Thrissur and for its Branch Offices & Satellite Offices& Guest houses at different location in Thrissur, Palakkad and parts of Malappuram Districts under 2 bid system (TECHNICAL BID & FINANCIAL BID)

For complete details and tender documents please contact OS Department, Thrissur Divisional Office at the above address between 10.30 am to 3.30 pm on working days **OR** log on to **[www.licindia.in/tenders](http://www.licindia.in/tenders)** and click on to “**Tender for Security services - Thrissur Division**”

LIC of India reserves the right to accept or reject any or all offers in full / part without assigning any reasons whatsoever.

Last date for submitting bid documents upto **12.30 PM on 22.08.2024**

Date:30.07.2024

Place: Thrissur

Sr. Divisional Manager

**Notice Inviting Tender for Providing Security Services**

**Life Insurance Corporation of India**, Thrissur Divisional Office ( herein after referred to as “**The Corporation**”) having its office at Kovilakathumpadam,Thrissur-**680022**, invites Sealed Tender two bid system from reputed licensed organizations / Agencies who are providing Security services in any organization / Government / Public sector undertaking / Private organizations of repute etc for providing Security Services for our office buildings at the places as given in **Form E**.

Sealed Tenders are invited from reputed agencies with their presence in THRISSUR, providing Security Services with at least three years of experience of providing Security Services to any organization /Government / Public sector Undertaking / Private organizations of repute etc., under the two bid system.

**Schedule for the tender process is as given below:**

**Tender Schedule for Security services**

<b>Name of the service</b>	<b>Providing Security Services at various locations in Thrissur , Palakkad and part of Malappuaram Districts under L I C of India Thrissur Division</b>
<b>Tender Fee(non refundable)</b>	<b>Rs. 590/- (Rs. 500/- plus Rs. 90/- GST@18%)</b> by way of Demand draft/Pay order issued by a Nationalised/ scheduled Bank favoring Life Insurance Corporation of India,payable at THRISSUR <b>OR</b> Cash Receipt for the same amount paid at our cash counter. The tender shall be treated as cancelled if Tender Fee is not paid.
<b>Earnest Money Deposit(EMD)</b>	<b>Rs.3,00,000.00 (Rupees Three Lakhs Only)</b> in the form of Demand draft/Pay order issued by Nationalised/ Scheduled Bank favoring Life Insurance Corporation of India, payable at THRISSUR .
<b>Tender Documents</b>	Tender forms can be obtained from 30.07.2024 (between 10.30 am to 3.30 pm on week days except Sunday, Saturday & Holidays). On payment of non-refundable tender fee of Rs. 500/- + GST @ 18 % Rs 90/- Rs. 590/- ( Rupees Five hundred and ninety only ) in cash or by Demand Draft on any Nationalized/Schedule Bank in favour of "Life Insurance Corporation of India" payable at Thrissur at the cash counter at Divisional Office, Thrissur . The Miscellaneous Receipt (MR) issued by our cash counter is to be enclosed with the Technical Bid. For the tender forms down loaded from our website the Demand Draft/Bankers Cheque for Rs 590/- payable at Thrissur is to be enclosed with the Technical Bid.
<b>Date of sale of Tender Documents</b>	<b>From 10.30 AM on 30.07.2024 to 3.30 PM on 21.08.2024</b>
<b>Pre –Bid meeting with tenderers</b>	14.08.2024 at 3.00 pm.  <b>Venue- OS Department, L I C of India, Divisional Office, "Jeevan Prakash", Kovilakathumpadam, Thrissur- 680022</b>
<b>Last date &amp; Address for Submission of Bids</b>	<b>Last Date: On or before 22.08.2024 at 12:30 pm.</b> <b>Address: OS Department, L I C of India, Divisional Office, "Jeevan Prakash", Kovilakathumpadam, Thrissur</b>
<b>Date and time of opening the Technical bid</b>	<b>The sealed envelope containing the Technical bid will be opened by the Tender opening committee on 23.08.2024 at 11.00am in the presence of bidders or one of their representatives who wishes to attend Venue- Os department, LIC Of India, Divisional office, Kovilakathumpadam, Thrissur-</b>
<b>Date of opening of Financial Bld</b>	Financial bid will be opened on a later date which will be intimated separately to technically qualified bidders only.
<b>Contract Period and notice period of contract</b>	Shall be initially for a period of ONE YEAR from the date of awarding contract which may be extended for a further period of two years on yearly basis at the discretion of LIC of India and on consent of the Service Provider at the same terms and conditions if the performance of the Service Provided is found satisfactory to LIC of India Notice period of contract is one month if LIC intends to terminate the agreement and 3 months if service provider intends to terminate.
<b>Contact details &amp; official website</b>	Manager E&OS,/ AO (OS) ,Telephone 0487-2436818/2436823. Email id- <a href="mailto:os.thrissur@licindia.com">os.thrissur@licindia.com</a> Official website- <a href="http://www.licindia.in/tenders">www.licindia.in/tenders</a>

Tender document may also be down loaded from Corporation's website [www.licindia.in/tenders](http://www.licindia.in/tenders)

The down loaded /purchased tender form must be complete in all respects and dropped in the tender box placed at the above mentioned address strictly within the date and time mentioned as above along with the other tender document and demand draft of Rs 590/- drawn in favour of "LIC OF INDIA" payable at Thrissur towards cost of tender document along with EMD. If the tender fee is paid by cash, the miscellaneous receipt for the payment made has to be enclosed.

The tenders received after the last date and time for submission as mentioned above shall be rejected. All the forms (A to H) and Annexures (I to VII) are part of this tender and shall be duly signed by authorised person of the tenderer. It should be signed on all pages. If there is any corrections/alterations it should also be initialled.

LIC Of India reserves the right to call for missing/additional requirements or otherwise from the applicant at the time of analysis of the tenders received in response to this office. 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 cancel the tender without assigning any reason whatsoever. Decision of The Corporation will be final, conclusive and binding on the 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.

1. Details of various Forms & Annexures are as under:

S.No.	Particulars	Attached as
1	NOTICE & TENDER SCHEDULE INVITING TENDER	FORM A
2	ELIGIBILITY CONDITION	FORM B
3	INSTRUCTION TO BIDDERS	FORM-C
4	GENERAL TERMS & CONDITIONS, PENALTY	FORM -D
5	<b>LIST OF LOCATIONS</b>	FORM-E
6	SCOPE OF WORK	FORM -F
7	TECHNICAL BID	FORM- G
8	FINANCIAL BID	FORM-H
9	CHECK LIST	Annexure – I
10	AFFIDAVIT	Annexure – II
11	<b>DETAILS OF EXISTING CLIENT</b>	Annexure -III
12	PERFORMANCE CERTIFICATE	Annexure – IV
13	MSME QUESTIONNAIRE	Annexure V
14	<b>EVALUATION OF FINANCIAL BID-SCORING PROCESS</b>	Annexure -VI
14	<b>INTEGRITY PACT</b>	Annexure -VII

**FORM B**

**Eligibility Conditions:**

- 1.The Bidder should have its Head/Regional/Branch Office at THRISSUR with suitable training facilities for Security workers and a current ongoing SECURITY SERVICE contract at Thrissur or Palakkad District.
- 2 The Bidder should have a valid license Issued under Private Security Agencies (Regulations) Act.
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
- 4 The Bidder should have valid Provident Fund/Professional Tax/ESIC/Goods and Service Tax/Shops and establishment (if applicable) Registration.
5. The Bidder should have minimum 3 years' experience of dealing in the field of providing Security services to reputed organizations and also should have an average turnover of minimum ONE CRORE during last 3 financial years( 2020-21,2021-22, 2022-23) The Bidder should have sound financial capacity/credit worthiness acceptable to LIC of India.  
**Point no 5 above is subject to norms regarding Micro & Small Enterprises in Public Procurement. However , this tender is INDIVISIBLE**
6. The Bidder should not have been black listed in past by any Institute/PSU/Govt. Organization. The Bidder should not have rescinded /abandoned any Security Agreement awarded by any of his clients before expiry of prescribed period of Agreement.
7. 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.
8. The Bidder should not have suffered at any time any disqualification of any nature not enumerated here in above to render the Security Services

**INSTRUCTIONS TO BIDDERS (FOR SECURITY SERVICES)**

1. The tender forms will be issued from 30.07.2024 to 21.08.2024 between 10.30 am to 3.30 pm on week days except Saturdays, Sundays & Holidays, on payment of Rs. 500/- + GST 18% i.e. Rs 90/- (Total Rs.590/- Rupees Five hundred and ninety only) in cash or by Demand Draft drawn on any nationalized or schedule bank in favour of Life Insurance Corporation of India payable at THRISSUR at the cash counter of Divisional Office, THRISSUR at the above address.
2. The Miscellaneous Receipt issued at our cash counter for the payment made for the Tender Fee is to be enclosed with the Technical Bid. For the tender forms downloaded from website, Demand Draft/Bankers Cheque for Rs 500/- +GST @18% i.e. Rs 90/- (Total Rs 590/- non-refundable) payable at THRISSUR to be enclosed along with Technical Bid towards the cost of tender application.
3. 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, General terms & conditions Technical bid, Financial bid, Integrity Pact, all other clauses, Annexures and enclosures will form part of the tender to be submitted by the Bidder to LIC of India, herein after termed as "Corporation".
4. Tenders should be filled with neat, legible and correct entries. Indistinct figures should be avoided. The amount/ rates should be filled in figures as well as words. Correction/ Omission/ Overwriting/ Cutting should be dated and initialed. If there is difference in words and figures, the rates written in words shall be taken for calculation. In case the space in the tender document is found insufficient, the Service Provider may attach separate sheets.
5. The tender should be signed at all places provided therein. Also all pages and corrections/ alterations should be initialed. Each sheet of the tender document is required to be signed along with the seal by the authorized person/ persons submitting the tender in token of his/ their having acquainted themselves with the Tender Notice, Scope of work / Duties of Security service persons, Tender Schedule / Instructions to Bidders, General Terms and conditions, Eligibility Conditions, Technical Bid, Financial bid, and all other clauses of this tender document. Any tender document not so signed may be liable for rejection.
6. 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.
7. The offers are to be submitted in two Bid systems i.e. Technical Bid and Financial Bid. Both Bids must be submitted at the same time giving full particulars in the prescribed formats but in separate sealed covers. Three envelopes duly sealed should be used for submission of Tender as under:

ENVELOPE NO – 1 (should contain)

- (a) Technical Bid (as per FORM G) submitted with all related documents.
  - (b) Tender Fee of Rs 500/- + GST 18% Rs 90/- (Total Rs 590/- non Refundable) by Demand Draft/Bankers Cheque favouring Life Insurance Corporation of India payable at THRISSUR, if not paid earlier at our cash counter at THRISSUR Divisional Office
- OR
- Miscellaneous receipt for payment of Rs590/- issued by LIC of India THRISSUR Divisional Office in payment of tender fee+GST.

(c) EMD of Rs.300000/- ( Three Lakhs only) by Demand Draft/Bankers Cheque favouring Life Insurance Corporation of India payable at THRISSUR.

**Those who are exempted shall write “MSME- Exempted” on the top of the cover and put certified copies inside the cover)**

**Note: The tender will be cancelled, if items in (b), (c) above are not remitted in time**

(d) Other documents - FORMS A TO G & ANNEXURES- I TO VI1 duly signed and sealed on all pages.

**The following documents should also be enclosed with the Technical Bid:**

- a. Certificate of Registration under Companies Act, 1956/2013/Partnership deed with proof of registration of firm/Individual Firm & Certificate under Shops & Establishment Act.
- b. Copy of the PAN. as allotted by the Income Tax Department.
- c. Certificate of the Labour License/Statutory Licenses as required by any Central or State Government Act.
- d. Licence issued under Private Security Agencies( Regulation ) Act 2005
- e. Copy of the Goods and Service Tax Registration
- f. Copy of the E.P.F. registration
- g. Copy of the E.S.I. registration
- h. .Audited copy of Income Tax Returns for last 3 years(2020-21,2021-22, 2022-23)
- i. Audited Accounts, Balance Sheets, and Profit and Loss Accounts for last 3 Years. ie 2020-21, 2021-22, 2022-23
- j. Work orders/ Agreements of all existing on going security contracts in **Kerala state**.
  - k. Performance Certificate for all the current in force contracts in the format provided in Annexure IV(with seal and phone number of the Client) certifying the quality of service. Failure to submit these certificates, or submission of incomplete certificates will result in the deduction of points from the bidder's score.  
**All performance certificates mentioned as in “k” above should be submitted in Envelope No 1. No additional submission of performance certificate will be allowed on later date.**

This envelope should be sealed properly and super scribed as “ **TECHNICAL BID FOR SECURITY SERVICES -**

ENVELOPE NO – 2 (should contain)

Financial Bid (as per form H): Rate of daily wages per person for 8 hours duty, administrative charges etc as directed in the form H duly completed , sealed and signed. This envelope should be sealed properly and super scribed as “**Financial Bid- Tender for Security Services – L I C of India, THRISSUR Division.**”

Rates of wages to be quoted in Financial Bid (FORM H) should not be less than the minimum wages rates Under Central wage Act failing which the tender will be rejected.

In case the service charges quoted by the Service Provider are found to be less than 3 % , tender is liable to be rejected.

ENVELOPE NO – 3 (should contain)

Both the above envelopes (Envelope 1 & 2) are to be placed in Envelope no 3 super scribed as  
**“Tender for Security Services Various Locations in L I C of India THRISSUR Division**

8. The duly filled in and completed tender should be submitted to

THE SENIOR DIVISIONAL MANAGER  
L I C OF INDIA, DIVISIONAL OFFICE  
“JEEVAN PRAKASH”, KOVILAKATHUMPADAM  
THRISSUR, KERALA - 680022

9. The Technical Bid will be opened on 23.08.2024 at 11.00 am in the presence of Bidders or their authorized representatives who may like to remain present. All Bidders are advised to remain present (self or representative) in their own interest. The authorized representative must bring an authority letter from the bidder. Only properly sealed tenders will be opened. Unsealed or improperly sealed tenders are liable to be rejected. Conditional bids will also be summarily rejected.

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

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

11. EMD: EMD of Rs.300000/- ( Three lakhs only) by Demand Draft/Bankers Cheque favouring Life Insurance Corporation of India payable at THRISSUR is to be submitted with the tender. EMD of other Bidders (excluding successful Bidder) shall be refunded without any interest on the amount deposited, within 30 days from the date of final decision on awarding the contract .However EMD will be forfeited in the case tender is accepted & agency is unable to provide services for the reasons what so ever it may be

12. Security Deposit: Successful Tenderer must deposit Security Deposit for Rs.16,00,000/- Rupees Sixteen Lakhs ( Rs.3,00,000 by demand draft in favour of LIC of India payable at THRISSUR+ Rs.13,00,000 by Bank Guarantee) within 10 days of receipt of the communication about its selection as successful Tenderer/Bidder and the same amount will be refunded without interest after expiry of the Tender Term on satisfactory performance of the Agreement. EMD of successful Bidder may be adjusted towards security deposit. or shall be returned with out any interest whatsoever after receipt of performance security/Bank guarantee from it as called for in the contract.



13. The Successful bidder shall execute and submit Integrity Pact on stamp paper of Rs 500/- as per Annexure VII in this tender document and submit along with contract before taking over.

14. Non submission of documents referred in Technical Bid/ Non-disclosure of relevant information or furnishing of incorrect information, documents will suffer disqualification.

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

16. 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.

17. The financial bids will be opened only if at least two Technical Bids are found suitable. In any case single Financial Bid will not be opened.

**18. It may be noted that no negotiations will be carried out, and therefore most competitive rates should be offered.**

19. Average turn over during last three Financial years 2020-21, 2021-22, 2022-23 should be at least ONE CRORE per annum.

20. The Service Provider will be in the profession for at least 3 years and should have at least one in force security service contract at THRISSUR or PALAKKAD Districts. The firm should preferably have clients who are PSU/Banks/Government Bodies/reputed private firm.

21. The Service Provider may preferably be on the approved panel of at least one reputed organization at THRISSUR.

22. The Service Provider should have an establishment having good infrastructure at THRISSUR.

23. The Service Provider is required to provide its NEFT details along with the tender documents.

24. Canvassing in any form will disqualify the tenderer.

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

26. The Service Provider is advised to inspect the premises where the services are required to be rendered and assess for requirements themselves before submission of the tender. The prospective Bidders may interact with the LIC Officials of Estate Dept Divisional Office, THRISSUR, at the 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.

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

28. 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

**FORM-D**

**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, Integrity Pact, all other clauses, all other Annexures and enclosures will form part of the tender to be submitted by the Bidder to LIC of India, herein after termed as "Corporation".
2. Tenders should be filled with neat, legible and correct entries. Indistinct figures should be avoided. The amount/ rates should be filled in figures as well as words. Correction/ Omission/ Overwriting/ Cutting should be dated and initialled. 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, Annexures 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.300000/- ( Three Lakhs only) by Demand Draft/Bankers Cheque favoring Life Insurance Corporation of India payable at THRISSUR is to be submitted with the tender. However EMD will be forfeited in the case tender is accepted & agency is unable to provide services for the reasons what so ever it may be.
6. Security Deposit: Successful Tenderer must deposit Security Deposit for Rs.16,00,000/- Rupees Sixteen Lakhs ( Rs.3,00,000 by Demand Draft in favour of LIC of India payable at THRISSUR + Rs.13,00,000 by Bank Guarantee) within 10 days of receipt of the communication about its selection as successful Tenderer/Bidder and the amount Rs. 3,00,000/- paid by Demand Draft 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 or refunded after the receipt of security deposit.
7. i) Rates of wages to be quoted in Financial Bid (FORM H) should not be less than the minimum wages rates Under Central wage Act failing which the tender will be rejected.  
ii) In case the service charges quoted by the Service Provider are found to be less than 3% , tender is liable to be rejected.

**The Financial bid evaluation is based on a comprehensive scoring system that incorporates both financial, qualitative and performance criteria. Detailed information regarding the evaluation process can be found in the Annexure VI.**

8. There should not be any deviation in Terms and Conditions as have been stipulated in the tender documents.

9. 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.

10. 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.

11.(1) Duty hours of Security service persons will be on 8 hours basis and time slot will be decided by CORPORATION and communicated to the Service Provider for providing Security services. Under no circumstances will the security guards be forced to do two consecutive shifts.

(2) The Security services are required in 2 types of shifts – General & 3 Shifts. In respect of "3 shifts", Security Personnel are required round the clock service( each one with 8 hr duty). For "General shift" guards are to be deployed only during office hours on working days They need not be deployed on Sundays, Saturdays of every month and days on which Holiday is declared under Negotiable Instruments Act by State/ Central Governments. The list of such holidays can be obtained from OS Department of the Concerned LIC Offices.

12. 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.

(a) The Service Provider will keep check of their workers in respect of the attendance /duties/vigilances regularly and will maintain complete records in this regard which shall be made available for inspection by authorized official of the Corporation at all times in the respective buildings/offices.

(b) Night checks: The Service Provider must check the security guards during nights wherever 3 shifts duties are assigned. Minimum 4 night checks at all sites in a month must be carried out and report to be submitted to the Divisional Office.

(c) 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 every fortnight.

(d) The Service Provider will provide proper uniform, shoes, whistle, torchlight, batteries and rain coat etc. to the security guards. The Maintenance/replacement cost shall be borne by the service provider and not to be charged from the guards.

**(e) The Service Provider should provide photo identity cards to all the Security Guards at their own cost.**

13. 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.

14.(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.

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

16. 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.

17. 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.

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

19. The Service Provider shall be responsible for the conduct and behaviour 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.

20. In the event of any loss/damage being occurred to the CORPORATION on account of the negligence of the Service Provider's workers, the Service Provider shall make good the loss sustained by the CORPORATION either by replacement of the material/equipment or payment as compensation.

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

22. 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.

23. The Service Provider Providing Security Services shall provide the names, local and permanent addresses, and mobile no, ID Proof and bank details of all the Security persons deployed to the Corporation Offices.

24. 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.

25.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 shall be made by NEFT subject to deductions, withholding of all applicable taxes, penalties and charges from time to time in force.

26.The Service Provider will provide security guards as per “FORM E” under the Agreement. Initially the service will be provided at selected locations under FORM E and Corporation reserves the right to increase or decrease number of SECURITY SERVICE PERSONS as against the present requirement enumerated in FORM E. Corporation 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.

27.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.

28.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.

29.If the Corporation notices that the workers 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.

30.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.

31.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.

32. The Successful bidder shall execute and submit Integrity Pact on stamp paper of Rs 500/- as per Annexure VII in this tender document and submitted along with contract before taking over.

33.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.

34.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.

35.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.

36.The Service Provider further agrees to absolve the Corporation from all the liabilities in regard to any statutory enactments to the extent applicable to the service provided by the Service Provider. It is clearly understood that if the Corporation be called upon to make any payment to any government authority, the Service Provider shall reimburse such amounts to the Corporation whether such liability arises during the currency of this agreement or after expiry of the period of the agreement. If there would be any claim on the Corporation for any default of the Service Provider or its workers committed during the operation of the Agreement, the Service Provider shall pay the Corporation such amount on demand without protest.

**37.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 As per rule.**

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

- a) The Agreement is for providing SECURITY SERVICES and is not an Agreement for supply of contract Labour.
- b) The Corporation shall not be liable for any obligations/responsibilities, Contractual, legal or otherwise, towards Service Provider's workers/representatives or to the said workers/representatives directly and/or indirectly, in any manner whatsoever.
- c) That the workers/representatives of Service Provider rendering the services under the Agreement, shall never be deemed to be the workers of the Corporation in any manner whatsoever and shall not be entitled for employment, salary/wages, damages, compensation or anything arising from their deployment by Service Provider for rendering the said services.

39.During the period of Agreement, if the rate of minimum wages payable to the workers deployed by "the Service Provider" increases by central 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.

40.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 govt. and/or any authority constituted by or under any law. **Wages shall be paid directly to worker's bank account, and no unauthorised deductions shall be made from worker's wages. The bidder shall provide monthly bank transfer statement as proof of compliance.**

41.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 for discharging the obligations under the agreement.

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

43.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 timelines.

44.(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 & statement of net wages paid to each security guards including bank account details.**

**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 or manipulation of PF, ESI remittance documents etc. it will be viewed seriously and if the complaint is found truthful, then the Agreement may be terminated immediately**

(iii) Deposit Challan showing the individual amount of deposit of contribution of provident fund of employees' and employer's share, with the appropriate authority.

(iv) Deposit Challan showing the individual amount of deposit of contribution of ESI of employees' and employer's share, with the appropriate authority.

(v) Receipt and Statement of Bonus (if any payable) paid to the workers (To be submitted in the following Month after making payment)

(vi) Deposit of remittance of contribution of provident fund, ESIC, Goods and service Tax if paid any, should be submitted with a challan separately for LIC of India. It should not contain the contribution of PF and ESI as well as GST in respect of workers of other organizations being serviced by the Service Provider.

(vii) Payment is to be made through NEFT, and 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 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. No advance payment shall be made under any circumstances. The timely payment of wages and statutory dues shall be the responsibility of the service provider.

- (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. **All required returns should be filed within specified dates correctly mentioning LICs GST number, capturing correct particulars of the invoice raised therein. GST reimbursement shall be held back or recovered if the provisions of the Act are not being complied with.**

45. 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.

46. 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.

47. 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.

48(i) .The security workers engaged by the Service Provider for deployment at LIC sites should be preferably in the age group of 21 to 50 years with minimum qualification of 9th standard and they should have been trained in operating fire fighting equipments and all related security equipments. The security personnel should have Good health &Physique with good eye sight and hearing. The guards should be medically examined every year for fitness .Any expenditure against medical treatment of the security personnel, if required shall be borne by the service provider and Corporation shall not be held responsible for any expenditure/claim on account of any medical need or exigency.

ii) Corporation will not provide any accommodation or food for outsourced personnel nor any payment towards it. The service provider shall be responsible for accommodation /food of their manpower if required.

iii) The personal deployed must be a citizen of India.

iv) It shall be the duty of the service provider to issue proper notice as per law to the security guards due for termination on attaining the age of 65.

#### 49. Termination of Agreement / Contract:

(1) The Corporation can terminate the Agreement by giving one month's written notice to the service provider without assigning any reason and without payment of any compensation. In the event of the Service Provider wishes to terminate the Agreement, the Service Provider shall have to give at least three months' notice to LIC of India in writing and in either event the Service Provider will move out of the premises of the Corporation with his men and material immediately.

(2) In the event of earlier termination by either parties to the Agreement or expiry of the Agreement, the service provider shall be obliged to continue providing services at the same terms and conditions as provided in the Agreement till such time as LIC of India is able to make any alternative arrangement or LIC of India has agreed in writing to allow the Service Provider to discontinue earlier.

(3) The Corporation also possesses right to terminate the Agreement by giving only a 24 hours' notice to the Service Provider when there is a major default in compliance of the terms and conditions of the Agreement or the Service Provider has failed to comply with its statutory obligations and the security deposit shall also be forfeited, other action such as blacklisting may follow. In that eventuality the Service Provider will move out of the premises of the Corporation with his men and material immediately. This discretion of termination of the Agreement by the CORPORATION will be exercised judiciously since the Service Provider is rendering the essential and public utility services.

50.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.

51.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.

52.PERIOD OF THE AGREEMENT: Shall be initially for a period of ONE year which may be extended for a further period of two years on yearly basis at the discretion of LIC of India and on consent of the Service Provider at the same terms and conditions if the performance of the Service Provided is found satisfactory to LIC of India.

53. (1) Awardee Service Provider should submit the deed of Agreement with LIC Of India, Divisional Office, THRISSUR duly executed on a non-judicial stamp paper of Rs 200/-,as per the draft conditions provided by LIC of India, within10 days (maximum) of receipt of intimation as above. Failure to sign and non-submission of deed of agreement and Security Deposit of Rs.16,00,000/- (Rupees Sixteen Lakhs only - Rs.3,00,000 by demand draft in favour of LIC of India payable at THRISSUR + Rs.13,00,000 by Bank Guarantee) within 10 days of intimation as above may result in the forfeiture of EMD and cancellation of selection as successful Service Provider. However CORPORATION at its discretion may cancel the tender and the decision will be final and binding. On signing of the agreement, the Corporation will issue work order and the Service Provider shall start its work within three days from the date of receipt of work order.

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

(3) Without prejudice to any of the rights or remedies under the Agreement, if the Service Provider dies, LIC of India shall have the option of terminating the Agreement without compensation to the legal or other heirs of the Service Provider.

54.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 LIC of India shall be final and binding upon the Service Provider in the matter.

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

56.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.10000/- per day will be levied if the Salaries to the Security Personnel are not paid on or before 7th of every month.
- b. The workers must be in uniform on all working days, failing which Rs.25/- at applicable rate per person per day of the lapse will be deducted as penalty.
- c. Penalty of Rs.100/- at applicable rate per day per person for Security person not found on duty site.
- d. No replacement provided for absentees by service provider – Rs.500/- per day per person.
- e. Guards missing from duty post / site – Rs.500/- per person.

57.In the event of any dispute or difference arising out of operation of the agreement, the same shall be referred to the sole arbitrator and the sole arbitrator will be appointed by the Sr. Divisional Manager, LIC of India, Divisional Office, THRISSUR, whose decision shall be final and binding on both the parties. The venue of arbitration shall be at THRISSUR. The provisions of the Arbitration and Conciliation Act, 1996 shall apply to the arbitration.

58. 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.

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

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

#### 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

**LIST OF LOCATIONS WHERE SECURITY SERVICES ARE TO BE RENDERED**

**ALL LOCATIONS ARE TO BE TRATED AS AREA UNDER “ CATEGORY “B” AS PER NOTIFICATION OF MINISTRY OF LABOUR ,GOVT OF INDIA**

Office	No of Guards	Shiftt wise distribution of security guards
Divisional office, Thrissur	5	Each guard 8 hrs duty-24 hrs security service
Irinjalakkuda Branch office	4	Each guard 8 hrs duty-24 hrs security service
Palakkad 1 Branch office	4	Each guard 8 hrs duty-24 hrs security service
Ottappalam Branch office	4	Each guard 8 hrs duty-24 hrs security service
Chalakkudy Branch office	4	Each guard 8 hrs duty-24 hrs security service
Thrissur 1 Branch office	4	Each guard 8 hrs duty-24 hrs security service
VIP Guest house, Thrissur	4	Each guard 8 hrs duty-24 hrs security service
Ordinary Guest house , Thrissur	4	Each guard 8 hrs duty-24 hrs security service
EDMS Centre, Thalore	4	Each guard 8 hrs duty-24 hrs security service
Wadakkanchery Branch office	4	Each guard 8 hrs duty-24 hrs security service
Satellite office, Kattoor	1	8 hrs duty-general shift
Satellite office, Mala	1	8 hrs duty-general shift
Satellite office, Olavakode	1	8 hrs duty-general shift
Satellite office, Ponnani	1	8 hrs duty-general shift
Satellite office, Chavakkad	1	8 hrs duty-general shift
Satellite office, Guruvayur	1	8 hrs duty-general shift
Satellite office, Edappal	1	8 hrs duty-general shift
Satellite office, CLIA, kunnamkulam	1	8 hrs duty-general shift
Satellite office, Kanjikode	1	8 hrs duty-general shift
Satellite office, CLIA, Thrissur	1	8 hrs duty-general shift
Satellite office, Mulangunnathukavu	1	8 hrs duty-general shift

Satellite office, Pattambi	1	8 hrs duty-general shift
Satellite office, Cherpulassery	1	8 hrs duty-general shift
satellite office, Shoranur	1	8 hrs duty-general shift
Satellite office, Amballur	1	8 hrs duty-general shift
Satellite office Vadakkenchery	1	8 hrs duty-general shift
Satellite office, Kanjany	1	8 hrs duty-general shift
Satellite office, Ollur	1	8 hrs duty-general shift
Satellite office, Mannuthy	1	8 hrs duty-general shift
Satellite office, Nemmara	1	8 hrs duty-general shift
Satellite office, Pazhayannur	1	8 hrs duty-general shift
Satellite office, Triprayar	1	8 hrs duty-general shift

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

Sr. Divisional Manager

Thrissur Division.

## **Scope of Work for Security services**

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 / 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 and the movement of the security guards must be arranged in such a way that no part of the building remain unnoticed/unattended.
3. To be courteous to the Officers/Employees/Visitors. They should be polite but firm, disciplined, physically fit and alert all the time while on duty.
4. Safeguarding Corporation's property against theft, damage, misuse and keeping a watch over the cars, scooters, cycles etc. parked inside the premises / compound; Preventing unauthorized persons, vehicles, animals etc., from entering the premises; preventing even employees from entering office premises during the night without specific permission of the Head of the Office / without identity card / permission letter.
5. Taking charge of personal property found in the Corporation's premises and handing over the same to the authorized official.
6. While on duty, observing carefully the pipelines, electrical fittings, drainage and safety of installations and taking action against damage, breakdown, leakage or wastage and bringing them to the notice of the authorized officials for further remedial action.
7. Preventing unauthorized additions or alterations in the premises being carried out by outsiders or tenants or employees and reporting the matter to the authorized Officials.
8. 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 that all doors, windows, ventilators etc. in the office buildings are properly closed after office hours, locking of the main door at night, checking that the electrical lights and air conditioners and other electrical gadgets are properly switched off, wherever necessary.
13. Informing the Office in case of theft or damage to the property or any untoward incident or unusual occurrence.

14. Taking care of the keys under their custody and handing them over to the relieving guard or to any other authorized persons/s whenever required.
15. Ensuring that no person is inside the premises while locking.
16. Taking the following precautions against fire during night time:
  - a) To switch off all electrical heaters, air conditioners, coolers, etc;
  - b) To check that no inflammable items such as petrol, kerosene etc., are lying in the premises;
17. Taking the following action in case of a fire:
  - a) To raise alarm and muster assistance from neighboring buildings / passersby;
  - b) To contact immediately, the 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..
18. 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.
19. Observing strictly instructions / orders as would be given from time to time by the authorized officials.
20. All entry and exit gates will have to be closed as per the time schedule given by the Competent Authority.
21. All vehicles will have to be allowed from gate, only after thorough checking.
22. 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 of entry / exit etc. in the register. No person will be allowed without proper identity, proper checking and entry in register.
23. 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.
24. Every day Security Guards will have to sign the Attendance Register.
25. Gate Pass (duly signed by the Competent Authority) must be insisted upon before allowing any office items to go outside the premises.
26. The Guards should be properly trained to rescue passengers from lifts in case of lift failure, operation of firefighting equipments, operation of monitoring of baggage scanners, metal detectors and CC TV system.

TECHNICAL BID

FORM G

(To be submitted in a sealed cover super scribed as “Technical Bid for Security Services LIC Of India Thrissur Division”)

1	Name of the service provider	
2	Date of establishment	
3	Since when and how long your firm has been dealing in Security services	
3	Status of the Service provider( Individual, sole proprietor/Partnership/Pvt ltd/Public Ltd etc, copy to be attached)	
4	Address of the service provider at THRISSUR	
	Telephone number/s	
	Email Address	
5	If the Head office is not at Thrissur, give full address of Head office	
	Telephone number/s	
	Email Address	
6	Name of the Directors/Partners/Proprietor/CEO/Contact person with designation	
	Telephone number/s	
	Email Address	
7	Bank details of the service provider( submit copy of the pass book/cancelled cheque leaf)	
	Name of beneficiary/Account holder	
	Account number	
	Name of the bank	
	Branch and address of the bank	
	IFSC code of the Bank	
	Nature/Type of Bank Account( SB/CC/Current)	
8	MICR code of the bank	
8	Total number of security guards as on Roll as at 30.06.2024	

9 Statutory Requirements

Sl no	Statutory documents(Certified/self attested copies should be attached for each)	Mention the Registration/ Licence no
A to K		
A	Certificate of Registration/Date of incorporation	
B	ESI registration cerificate	



C	Registration under EPF Act 1952	
D	Valid Licence under Agreement Labour(Regulation &Abolition) Act, 1970 and 1971(Central /State)	
E	Licence issued under Private Security Agencies( Regulation ) Act 2005	
F	Permission of Police Authorities for operating Security service	
G	PAN CARD no	
H	GST Number	
I	Profession Tax Registration No	
J	Income tax paid for the last 3 Financial Years( copies of Income tax returns to be enclosed)	2020-21 - Rs
		2021-22 - Rs
		2022-23- Rs
K	Details of Registration under Shops & establishment Act(If applicable)	
I	Details of certificate ISO-9001:2015 with its validity period(If applicable)	

10 Details of existing **in force security contracts in Kerala State** as at 30.06.2024( Please attach photo copies of work orders. If space is not sufficient, separate sheets can be used.

Name & contact number of the Company	Branch/office address	Period of contact	Is it a centralised contract	Details of service provided	Persons deployed

For each office mentioned above, performance certificate in the attached format( Annexure IV ) or in the letter head of the office with same wordings as Annexure IV , should be produced at time of submitting tender.

11. Details of Tender fee & EMD

Details of Demand draft	Tender fee (Rs 590/-)	EMD of Rs
DD/Pay order number		
Date of DD/Pay order		
Name& Branch of Issuing Bank		
MR no /date, if remitted at LIC cash counter		

12 . TURN OVER of the Company for the Financial years as per details given below.( Please attach a copy of audited Balance sheet and Profit & Loss Account for all the three years)

SL NO	Financial Year	Turn over ( in CRORES)
1	2020-21	
2	2021-22	
3	2022-23	

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

### **DECLARATION**

1. I ....., Son/Daughter/Wife of Shri ....., Proprietor/Director/Authorized Signatory of the Firm/Contractor/Company mentioned above is competent to sign the declaration of execute this Tender Document.
2. I/We have carefully read and under stood all the terms and conditions of the Tender and undertake to abide by these terms and conditions.
3. I/We agree that the decision of the Corporation in selection of Service Providers will be final and binding upon us.
4. The information/Documents furnished along with the application are true and authentic to the best of my knowledge and belief. I/We am/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.
5. I/We agree that I/We have no objection if enquiries are made about the work performance with our clients mentioned under item 11 above.

**Place:**

**Signature of Tenderer with Seal**

**Date:**

**Name:**

**FINANCIAL BID**

(To be submitted in a separate sealed envelope and marked as “Financial Bid -Tender for Security Services”).

Quote rate as per minimum wages rules( Central govt Act) applicable to person in the category of “watch and ward( with out Arms)

S.No.	Particulars	Watch and Ward( With out Arms)
		Per shift of 8 hours Rs.
1	Basic	579
2	VDA	283
3	EPF (As per rules)	75
4	ESI (As per rules)	26.25
5	Bonus	0
6	<b>TOTAL (S.No.1 to 5)</b>	963.25
<b>A</b>	<b>TOTAL wages per shift</b>	963.25
7	<b>SERVICE CHARGES -Percentage % of (A) above ( Mention in percentage rounded in 2 decimals)</b>	.....
<b>B</b>	<b>SERVICE CHARGES- Mention in amount in Rs ( Rounded to next integer eg, if 5.21, rounded as Rs 6/- or will be considered to the next integer , if not mentioned correctly)</b>	.....
<b>C</b>	<b>TOTAL ( A + B)</b>	.....

Note:Goods &ServiceTax(GST) for (C) above will be payable as per existing rules /laws.

**EPF - 13% -Salary ceiling Rs.15000/- per month (for 26 days)**

**ESI- 3.25% - salary ceiling for eligibility up to Rs.21000/- per month(for 26 days)**

**BONUS -Eligibility salary up to Rs.21000/- per month and calculated at 8.33% on Rs.7000/- per month /26 days ( per month).According to present ceiling bonus is not payable.**

Minimum wages, PF, ESI , bonus rate are already filled for simplifying the submission of bid. Further amendment in revision of ceiling of the above by Govt Of India (if any) will be approved by the Corporation..

**Please note that S.No.1 to 5 (as quoted the Basic & VDA is as per Central Minimum wages with effect from 1/04/2024 vide order dt. 01/04/2024 of Chief Labour Commissioner(C), New Delhi.) Wages are strictly as per Government rules. Please go through the notes given below carefully before filling financial bid.**

If the tenderer failed to quote the rate for any items(s), it is considered as incomplete bid and as such liable to be rejected.

**\*NOTES\***

1. Wages indicated above to be based on Govt of India, Ministry of Labour notification with effective from **01.04.2024** applicable to respective category(Watch & Ward-with out arm) and would be revised as and when revised by Ministry of Labour & Employment, Govt. of India. **The service charges quoted above will be same**

- throughout the contract period including extended period of contract.**
2. 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 cost to be incurred for training, any equipment, uniforms, identity cards and any other items required for rendering the security services as per the terms and conditions of the contract.
  3. Contractor's service charges for rendering Security services cannot be **less than 3% of S.No. (A) of Financial Bid** mentioned above.
  4. The billing and payment will depend on actual number of personnel deployed by contractor and actual number of days of working of each person as per stipulated minimum wages according to their respective category.
  5. As per Minimum wages Act, it has to provide for a day of rest in every period of 7 days which shall be allowed to all workers and to provide for payment of remuneration in respect of such days of rest. **But the Minimum rates of wages notified as per the Central/State Labour Act include the wages for weekly days of rest.**
  6. Payment of applicable minimum wages for actual manpower deployed & 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.
  7. The Financial bid should strictly be as per the given format given in the tender. Tenderers should quote **PER SHIFT CHARGES/ PER SECURITY GUARD** . The Service charges **under S.No. B** of Financial Bid should be rounded to next integer.
  8. **Merely quoting the lowest rate alone will not confer any right to such tenderer seeking acceptance. Tenderers quoting less than the Central Minimum Wages or less percentage of PF / ESI/Bonus and Service charges less than 3 % will not be considered.**
  9. The Financial bid evaluation is based on a comprehensive scoring system that incorporates both financial, qualitative and performance criteria. Detailed information regarding the evaluation process can be found in the Annexure VI.
  10. If there is any discrepancy in rates quoted in figures and words, rates quoted in **words** only will be taken for consideration.
  11. **Adherence to statutory requirements is sole responsibility of the Tenderer.**
  12. For administrative purpose, all locations shown under FORM E will be treated as Area under Category "B" and equal daily wages will be paid irrespective of the location where the services are provided by the Agency.
  13. Income tax and TDS under GST will be recovered from the amount payable.
  14. **The GST raised in the invoice should be paid within the due date and all required returns should be filed within specified dates correctly mentioning LICs GST number, capturing correct particulars of the invoice raised therein. GST reimbursement shall be held back or recovered if the provisions of the Act are not being complied with**
  15. **The Contractor shall ensure that none of his employees are paid salary/wages which are less than the prescribed amount under the Minimum Wages Act, 1948 by the Government of India or by the State Government or any other Authority constituted by or under any law, for the category of workers employed by them from time to time.**

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

Date:      Name:  
                 Designation:  
                 Address :  
                 seal

Signature of Tenderer with  
Address

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

**ANNEXURE 1**

1	Service Provider Registration/Incorporation-certificate
2	Certificate under Shops & Establishment Act, duly renewed
3	License under Agreement Labour (Regulation & Abolition) Act, 1970, 1971
4	License Issued under Private Security Agencies (Regulations) Act 2005.
5	Permission of Police Authorities for operating Security Service Provider
6	Copies of documents related to status of the Firm (Individual/Sole Proprietor/Partnership/Company).
7	Proof for PF/EPF Registration number
8	Proof for ESI Registration number
9	TAN Copy
10	PAN Copy
11	Copy of Registration Certificate of Goods and Service Tax
12	Income Tax Returns for the last 3 financial years, 2020-21, 2021-22, 2022-23.
13	Audited Final Accounts, Balancesheets, Profit and Loss Statements for the last three financial years. (2020-21, 2021-22, 2022-23)
14	Work orders confirming no. of security guards employed by the Bidder in Kerala state in in force contracts as on 30.06.2024
15	Affidavit as per Annexure- II on stamp paper of value Rs 200/-
16	Bank Account Details for NEFT with a cancelled cheque leaf or copy of pass book
17	Signed copy of latest minimum wages notifications by Central/ state government along with undertaking to abide by the Labour Act.
18	One copy of the tender document (all pages) with all annexures (ie from page 1 to end) duly signed and sealed by the firm.
19	Declaration on the firm's letter head that bidder has understood all the points in the tender documents and undertake to abide by these terms and conditions
20	Performance certificate for all the current in force contracts in Annexure IV

**ANNEXURE II**

**AFFIDAVIT**

**(To be given on stamp paper of 200/- 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, Thrissur 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 an establishment of Central Govt. or the State Govt or the PSU for breach of agreement.

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

I / We further state that I / we shall indemnify Life Insurance Corporation of India against all claims, which may be made 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.

**Signature, Name, Designation and Seal of the service provider**

Signed before me  
Signature & Seal of Notary

**Annexure III**
**DETAILS OF EXISTING CLIENT**

Name & Address of the Company	Name & Designation of the Contact Person with Telephone Number & e-mail address	Period of security Contract	Number of Workmen Deployed	Total Annual Contractual Value (In Lakh)

**( Please give the above information separately on company's letter head and also attach letters from each of the above clients mentioning testimony of the work undertaken under Security services contract for their respective sites) .**

Give Reference with full details of person to whom enquiry in the above organisations can be made about work performance, by our authorised officials. Give these details with Annexure III with Technical Bid.

**AUTHORISED SIGNATORY  
NAME / DESIGNATIONS & SEAL OF THE  
FIRM/ CONTRACTOR/COMPANY**

**Annexure IV**

( To be collected from the Client where you are having existing in force security contract , in their letter head along with their office seal and phone number)

**Performance Certificate for Security service contract**

**This is to certify that (.....Contractor's Name & Address ) is our outsourcing contractor for security services . Contract details and other information are as below.**

**Contract Details-**

1. Nature of Contract :
2. Period of Contract :
3. Number of Security guards deployed as at 30.06.2024 :

**Salary statements and deductions**

**(A) Has the contractor failed to produce monthly bank transfer statement or salary statement for net wage of each security guard .**

YES / NO

**(B) Are there any deduction besides statutory deductions such as PF, ESI- and any complaints received from security guards regarding short payment of wages .**

YES / NO.

If Yes, Please specify.

**Place**

**Signature of the Client**

**Office Address & seal**

**Date**

**Phone Number**

**Email id**



**MSME Questionnaire**
**ANNEXURE V**

S.No.	Question	
a)	Whether your firm belong to the category of Micro, Small & Medium Enterprises as defined in the Micro, Small & Medium Enterprises Development Act, 2006 “ If yes ,specify the category of Micro ,Small or medium Enterprises and whether the enterprise is in manufacturing or service industry.	
b)	Whether registration by filing entrepreneur’s memorandum part –II, with the respective District Industries Centre has been done OR is registered under Single Point Registration Scheme of NSIC? If yes then the Entrepreneur memorandum Number is to be mentioned and copy of Acknowledgement of Entrepreneurs memorandum –II and /or Single point registration certificate to be submitted.	
c)	Whether the MSME is owned by SC/ST entrepreneurs and if so, attested true copies of SC/ST Certificate issued by the District Authority to be submitted.	

Dated at ..... this ..... Day of ..... 2024

Authorized Signatories  
(Name and Designation, Seal of the Firm/ Company)

ANNEXURE- VI

## EVALUATION OF FINANCIAL BID- SCORING CRITERIA AND PROCESS

A comprehensive scoring system based on objective criteria by assigning weightage to each criterion is implemented for evaluating the L1 vendor. The bidder who has got the highest overall score will be treated as the successful vendor. Three types of evaluations are implemented. 1. Financial Evaluation 2 Qualitative Evaluation, 3.Evaluation based on Performance certificate submitted from other clients. Total maximum score for Financial & qualitative evaluation is 100.

For performance evaluation, total negative score for each bidder is calculated according to criteria given in sub heading. Then average negative score will be calculated as follows.

Total negative score for each bidder/ total in force security contracts as at 30.06.2024 whose number of workers and number of contracts has been scored in qualitative evaluation.

### Financial Evaluation

		maximum score	Details	Remarks
1	Total wage per shift	50	50 marks for the vendors who have quoted minimum wage as per Central govt rate. Any higher rate than this will be scored proportionately.(rounded to 2 decimals)	
2	Service charges	10	for minimum commission of 3 % score is 10. calculation of score= 3/ quoted commission x 10( rounded to 2 decimals)	

### Qualitative Evaluation

		maximum score	Details	Remarks
1	Established office at Thrissur	10	Full marks for vendors with a fully operational office working in all days at Thrissur since 01.07.2023( specific rent agreement has to be produced). For others marks will be zero.	Site inspection will be done for verification, with out informing earlier
2	Experience	7	Completed years as at 30.06.2024 will be calculated from the date of incorporation of the company. Maximum score 7 will be given to the bidders who have 15 or higher completed years of service. Proportionate marks will be awarded to others according to their completed years	Calculation is 7 divided by 15 x completed years as at 30.06.2024 for each vendor. Rounded to 2 decimals.

3	Turn over	7	Maximum score 7 will be awarded to the bidders who have 10 crore or above average turn over for the FY 2020-21, 2021-22, 2022-23. Proportionate score will be given to others according to their respective average turn over	Calculation is 7 divided by 10 crore x average turn over for each vendor rounded to 2 decimals
4	Number of in force security contracts as at 30.06.2024	10	Maximum score 10 will be awarded to the bidder having highest number of in force security contracts in Kerala state as at 30.06.2024. Proportionate score will be given to others according to their inforce contracts as at 30.06.2024	work order/ agreement copy/ performance certificate may be used for evaluating the number of contracts. Centralized contracts will be taken as one(1) in number.( score will be rounded to 2 decimal places)
5	Total number of security guards as per in force contracts as at 30.06.2024	6	Maximum score 6 will be awarded to the bidder having 100 or above number of security guards as per in force security contracts in Kerala State as at 30.06.2024 . Proportionate score will be given to others according to the number of security guards as per their in force security contracts as at 30.06.2024. calculation is (6 divided by 100 x no of security guards of each vendor, rounded to 2 decimals)	work order/ agreement copy/ performance certificate may be used for evaluating the number of workers, if mentioned in it. If any contract is a centralized one number of security guards working in Kerala state offices only will be eligible for scoring process. No security guards will be added with out specified proof.
<b>A</b>	<b>TOTAL SCORE</b>	<b>100</b>		

## Performance Evaluation

For performance evaluation , performance certificate collected from other clients of the bidder who are having in force security contracts as at 30.06.2024 is being considered. There are two questions that has to be answered in performance certificate.1. whether the contractor has failed to submit bank transfer statement of wages on monthly basis and 2. Whether any other deduction besides PF, ESI and any complaints reported for short payment of wages by the workers. Negative marks are allotted as below.

	In Performance Certificate	maximum negative score for each contract	maximum negative score for one bidder
1	If both questions are answered " NO"	0	0
2	If both questions are not answered / not answered properly or mentioned as YES	15 marks for each contract	15 x number of such contracts
3	If one question is not answered or mentioned as YES	7 marks for each contract	7 x number of such contracts
4	If performance certificate not submitted	20 marks for each contract	20 x number of such contracts
<b>B1</b>			Total 1+2+3+4
<b>B</b>	<b>Average Negative score</b>		B1/ Total in force security contracts in Kerala state as at 30.06.2024 which have been scored in qualitative evaluation

For performance evaluation , total negative score(B1for each bidder is calculated according to criteria given in sub heading. Then average negative score(B) will be calculated as follows.

Total negative score for each bidder/ total in force security contracts in Kerala State as at 30.06.2024 whose number of workers and number of contracts has been scored in qualitative evaluation.

Then total score of each bidder will be calculated as following

**Total score C = A Minus B (it will be rounded to 2 decimals)**

**Highest scored bidder will be the L1 vendor.**

IF THERE ARE MORE THAN ONE BIDDER HAVING SAME TOTAL SCORE (C ), THEN THE BIDDER WITH HIGHEST AVERAGE TURN OVER FOR THE FY 2020-21, 2021-22 & 2022-23 WILL BE CONSIDERED AS L1 VENDOR.

NOTE.

Merely the performance certificate will not be considered for scoring marks. Phone enquiries, verbal communication with authorities, and contacting previous clients will be undertaken for assigning final score . This will be at Corporation's sole discretion.

SR DIVISIONAL MANAGER

## ANNEXURE VII

**PRE CONTRACT INTEGRITY PACT****General:**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on..... day of the month of .....2024. , between, on one hand, the Life Insurance Corporation of India (hereinafter referred to as “LIC”) a statutory Corporation established under section 3 of Life Insurance Corporation Act 1956 (XXXI of 1956) and having its corporate office at “Yogakshema” Jeevan Bima Marg Mumbai 400021. (here in after called the “BUYER” which expression shall mean and include, unless the context otherwise requires, his successors in office assigns) of the First part. And M/s .....represented by Shri..... (Hereinafter called the “BIDDER /SELLER/SERVICE PROVIDER” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second part.

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

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

NOW, THEREFORE,

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

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

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

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

**1. Commitments of the BUYER**

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting on implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage/evaluation stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the “**Chief Vigilance Officer**” of the Buyer any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

**Commitments of BIDDERS**

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the

obtaining or execution of the contract of any other contract with the government for showing or forbearing to show favour or disfavor to any person in relation to the contract of any other contract with the Government.

- 3.3** Foreign BIDDERS shall disclose the name and address of their Indian agents and representatives in India, and Indian BIDDERS shall disclose their foreign BUYERS or associates.
- 3.4** BIDDERS shall disclose the payments to be made by them to their agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5** The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/ integrator/authorized agent of the stores/equipment/items and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6** The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries, including officials of the BUYER or their family members, if any, in connection with the contract and the details of services agreed upon for such payments.
- 3.7** The Bidder will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
- 3.8** The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9** The BIDDER/Contractor will not commit any offence under the relevant India Penal Code (IPC) /Prevention of corruption (PC) act. Further, the bidder will not use improperly, for purposes of competition or personal gain, pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10** The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

**3.11**The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

**3.12**If the Bidder or any of the key personnel of the bidder, actively involved in the project is a relative of any of the actively involved personnel of the Buyer, the same should be disclosed.

The term 'relative' for this purpose would be as defined in section 2(77) of the Companies Act, 2013.

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

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

#### **4. Previous Transgression**

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

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

#### **5. Sanctions for Violations:**

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

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any; compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.



- (v) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/recession and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vi) To debar the BIDDER from participating in the future bidding processes of LIC for a minimum period of five years which may be further extended at the discretion of the BUYER.
- (vii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (viii) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

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

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

### **6. Independent Monitors:**

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

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

Name address of the Monitor(s):

**1) Shri Rajni Kant Mishra, IPS(Retd)**

**Ex Director General in BSF,**

**P-23, Sector-11, Noida, Dist Gautam Buddh Nagar, UP-201301**

**E-mail id: rkmishraips84@gmail.com**

**2) Shri Arun Chandra Verma, IPS(Retd)**

**Flat No C-1204, C Towert, Amrapali,**

**Platinum Complex, Sector-119**

**Noida( U.P)**

**E-mail id: acverma1@gmail.com**

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

### **7. Facilitation of Investigation:**

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

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

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

**9. Other Legal Actions:**

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

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

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

**10. Validity:**

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

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

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

BUYER	BIDDER	Name of the Officer:
CEO:	Designation	
Deptt./		
Witness		
1.....	1.....	
2.....	2.....	

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

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