

**Tender Document for Security Services at
various Offices/Premises under Vadodara
Divisional Office
For a period of Two Years**

Scope of the work / Duties of Security Guard

1. Safeguarding the Corporation's property against theft, damage, misuse and keeping a watch over the cars, scooters, cycles, etc., parked inside the premises/compound.
2. All entry and exit gates will have to be closed as per the time schedule given by the Competent Authority from time to time, and preventing unauthorized persons, vehicles etc., or animals to entering the premises.
3. Taking charge of any unattended personal property found in the Corporation's premises and bringing the same to the notice of /handing over the same to the authorized / designated official.
4. Watching the entire premises and patrolling the same frequently during the period of duty.
5. Observing carefully, while on patrol, pipelines, electrical fittings, drainage and safety installations and taking action against damage/wastage wherever possible and bringing them to the notice of authorized / designated official for further remedial action.
6. Preventing additions or alterations in the premises being carried out by outsiders or tenants or unauthorized persons and reporting the matter to the authorized / designated official.
7. Performing duties in connection with pumping of water such as operating pumps etc, noting of water meter readings.
8. Keeping the special orders and instructions given by the authorized / designated official, confidential, whenever specifically told.
9. Checking of all doors, windows, ventilators in the case of office buildings, are properly closed after office hours, locking of main door, checking of electrical lights, air conditioners, & electrical gadgets that these are properly switched off, wherever necessary. Also to ensure that all water taps/ cocks are properly turned off inside the premises wherever necessary.
10. In case of theft or damage by any person to the property or any untoward incident or unusual occurrence, informing about the same to the Head of the department/Security Officers/ authorized / designated official.
11. Taking care of keys under his custody and handing them over to the relieving Security Guards or to any other authorized person/s;
12. Ensuring that no person has remained inside the premises while locking the hall / premises.
13. To keep a check on all incoming and outgoing property/goods to ensure that the same are carried by authorized person(s) for bona-fide purpose with proper gate pass duly signed by the competent authority. For this security guards would be required to maintain details in the register with the signature of person taking out the property/goods or bringing in any property/goods.
14. To keep a record of movement of employees of other Contractor(s)/ Service Provider, who have been permitted to enter/stay in the Office premises,.
15. To keep a record of persons/visitors entering and leaving premises in a register and in case of any discrepancy, to bring it to the knowledge of LIC management.
16. To maintain "Round the clock" security services in offices wherever required and not to leave

- the place of duty under any circumstances until and unless properly relieved by relieving Security Guards, i.e. by signing in handing over / taking over register.
17. To record in a given Vehicle Register details of vehicle like Regn. no. of the vehicle, time of Entry/Exit and the purpose of visit.
 18. To keep strict vigil on suspicious looking persons/objects and take immediate action as deemed suitable.
 19. Preventing any person whether employee or others – from writing on the walls of the building or compound, pillars, doors or windows of the building, pasting or hanging notices, hand bills, posters, etc., or otherwise disfiguring the office or compound walls.
 20. To check/block the access to the premises of unauthorized persons, vehicles, etc., & to prevent animals from entering the premises.
 21. To maintain highest order of integrity, moral and social responsibility especially towards ladies and senior executives.
 22. To act as a reliable informer to the Corporation authorities for safeguarding the organization's interest.
 23. To manage the parking of vehicles properly in the space allotted within the parking area.
 24. Taking the following action in case of a fire:
 - a. To raise alarm and muster assistance from neighboring buildings/passersby.
 - b. To contact immediately fire brigade and the police, and try to put out the fire by using the fire extinguishing appliances available.
 - c. To inform immediately the Head of the Office or the Head of the Establishment and the Security Officer.
 25. To keep a check on the indiscriminate use of the lifts in premises so that unauthorized persons do not misuse the facility.
 26. The Security guards should be in uniform and properly trained to rescue passengers from lifts in case of lift failure, operation of the firefighting equipment, operation of monitoring of baggage scanners and CC TV system.
 27. Every security guard will have to report at Admin office and sign the attendance register.

The Service Provider/Contractor shall facilitate to introduce and enforce necessary security system with the approval of LIC of India, Divisional Office, Vadodara.

The above Scope of Services is illustrative and not exhaustive. The Contractor may be assigned any duty/function with regards to Safety and Security of Premises from time to time.

General Terms and Conditions for Security Services:

1. Notice period for termination of contract: - One month if LIC intends to terminate the services.
Three months if the agency intends to terminate the contract.
2. **EMD exemption is only to MICRO and SMALL Enterprises.**
3. **Bidders should not send Hard copies of tender documents to our office, the same are to be uploaded at the GEM portal.**
4. The successful Bidder shall be intimated about the award of Work and he must deposit Security Deposit @ 3% of Estimated Bid Value within 10 days after communication of selection as successful Bidder and this amount will be kept interest free with the corporation for the entire period of the contract. The security deposit amount shall be remitted in the form of Demand Draft/ Banker cheque drawn on any nationalized/Scheduled bank, in favour of LIC OF INDIA payable at Vadodara. The security deposit shall be refunded without interest after the settlement of last bill submitted by the agency after expiry of term or termination of contract provided there are no defects or loss or damage caused to the Corporation. In case of defects or loss or damage caused to the Corporation, the same shall be recovered from the security deposit and balance, if any, shall be refunded without interest to the contractor.
5. **The service agency should have minimum annual average turnover of Rs 50 Lakhs for last three Financial Years.**
6. The agency/firm/service provider should be in the profession for at least 3 years and have client of PSU/Banks/Government Bodies/reputed Firm. The Bidder must have successfully executed/completed at least one single order of 80% of the Estimated Bid Value or 2 orders each of 50 % Estimated Bid Value or 3 orders each of 40 % Estimated Bid Value for **similar** services in last three years to any Central / State Govt Organization / PSU/Public Listed Company. Copies of contracts/ work orders and documentary evidence of successful execution / completion in support of Past experience of **Similar** Services along with names , address and contract details of clients shall be uploaded with the bid for verification by the Buyer.
7. Non submission of documents referred in Technical bid and Non-disclosure of relevant information or furnishing of incorrect information, documents may suffer disqualification.
8. Bidder should note that their tenders will remain open for consideration for a minimum period of 03 (three) months from the date of opening of Technical Bid.
9. The Agency/firm should preferably have executed Security services orders at Gujarat and have an establishment having good infrastructure in Gujarat.
10. **The Agency/firm should have a full fledged own/rented Registered office in Vadodara city duly registered at Vadodara Registrar Office and all function like EPF, ESIC, PT, GST, and SALARY will be made in Vadodara. Notarised Rent agreement or agreement on stamp paper is NOT ACCEPTABLE. Also UNDERTAKING of opening Office at Vadodara after awarding of contract will not be entertained. ONLY BIDDERS WHO HAVE OFFICE AT VADODARA SHOULD APPLY.**

11. If the vendor, who has been awarded such contract of LIC Vadodara in past/ present / future, and who has failed to comply with the here in mentioned terms & condition, will be considered as disqualified for this tendering or future tendering process.
12. The terms and conditions along with Scope of work / Duties of Security service persons, , Technical bid, , all other clauses/ Annexure and enclosures will form part of the tender to be uploaded by the Bidder to LIC of India, herein after termed as "Corporation".
13. The Corporation 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.
14. The Bidders are advised to inspect/visit the premises where the services are required to be offered and assess for requirements themselves before coming to the pre bid meeting and submission of the tender to understand the existing infrastructure and facilities, existing deployment pattern of personnel, expected requirements of the Divisional Office and branches and the desired level of services. The number persons / hours at each location is to be arrived at the existing practices and after assessment in pre bid meeting with the bidders, and if this founds to be insufficient later to the bidder during the period of contract, than additional arrangement has to be made by the bidder from his own cost.
15. In case of introduction of services at new locations within the territory of LIC of India, Vadodara Divisional Office, the rates would be similar / pro rata basis, as per the nearest identical services to be provided as per Annexure B.
16. There should not be any deviation in Terms and Conditions as have been stipulated in the tender documents.
17. The Contractor shall provide the above said services at such times and in such manner as communicated by the 'CORPORATION' from time to time.
18. The "Service Provider"/contractor 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.
- 19 Duty hours of Security Guards will be on 8 hours basis and time slot will be decided by CORPORATION and communicate to the Service provider Agency for providing security services.
- 20 The Agency/firm will have to do mid-night checking randomly once in a month and reporting to the office on the very next working day.
- 21 The punctuality & quality in rendering of the said services are the essence of the contract and the contractor undertakes to abide by them at all times.
- 22 The Agency Providing Security Services shall ensure that all Security Guards/persons deployed by it shall be efficient, skilled, healthy, honest, conversant with their nature of job and do not suffer from any infectious disease. The age of entry of security guards/person must not be more than 50 years age (LBD)
- 23 The Agency shall provide civilian security guards preferably of local area with minimum educational qualification 10th standard pass.

- 24 **No relationship of employer and employee shall be created between the “CORPORATION” and the employees engaged by the Contractor.**
- 25 Every employee so engaged by the contractor shall wear uniform and a badge wearing his name, while on duty. The said uniform, **safety shoes, cap**, badge, whistle, Torch, baton and such other items necessary in discharging of duties shall be provided by the contractor at his own cost.
- 26 **The contractor alone shall have the right to take disciplinary action against any person(s) engaged /employed 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/ employed by the contractor for any purpose whatsoever nor would the CORPORATION be liable for any claim(s) whatsoever of any person(s) of the contractor.**
- 27 In case Corporation is required to meet any liability in respect of any person(s) engaged/employed by the Contractor 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 contractor.**
- 28 The contractor shall be responsible for all injuries and accidents to persons, employed by him.
- 29 The contractor shall be responsible for the conduct and behavior of his employees. If any employee of the Contractor is found misbehaving with the CORPORATION staff, the contractor shall take necessary and appropriate action immediately. Non- Disclosure of Confidential Information will be the sole responsibility of the Contractor. For this the Agency shall depute persons of good integrity and honesty who will not divulge information in his possession by virtue of his working with the Corporation. Agency shall be liable for any loss caused to the Corporation due to any such wrongful disclosures.
- 30 In the event of any loss/damage being occasioned to CORPORATION on account of the negligence of the contractor's employees, the contractor shall make good the loss sustained by CORPORATION either by replacement of the material/equipment or payment of compensation.
- 31 The contractor shall not appoint any sub-contractor to carry out any obligations under the contract.
- 32 The contractor shall take proper instructions from CORPORATION for the execution of the contract at the different places and will faithfully comply with the same during the currency of the contract.
- 33 The Agency Providing Security Services shall provide the names, local and permanent addresses, mobile no, id proof, School leaving certificate/Birth certificate, qualification certificate, Domicile certificate(subject to maximum 15% of Total Deployment of Guard from other State) police clearance certificate, appointment letter and bank details of all the Security Guards deployed to “the Corporation.”
- 34 Should contractor commit 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 agency or contractor at the risk and cost of the contractor and the contractor shall have no right to claim any compensation whatsoever on this account.
- 35 No advance payment shall be made against the work order/services. All payments to the agency shall be made by Electronic Fund Transfer only after Tax Deducted at Source (T.D.S.) as per the provisions of Income Tax Department as amended from time to time and a certificate to this effect shall be provided to the agency. The Service Provider/Contractor shall raise the invoice / bill and 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/contract subject to uploading the invoice on GST portal by service provider and confirmation of the same has to be submitted with invoice. All payments to the Service Provider/Contractor shall be made by NEFT subject to deductions, withholding of all applicable, taxes and charges from time to time in force.
 - 36 Corporation has right to increase or decrease in Numbers of SECURITY GUARDS as mention in **Annexure B** and **also may decide whether SECURITY services are required or not at any location.** There may be increase or decrease as per requirement.
 - 37 Corporation shall always have the right to conduct a search of the contractor's employees/agents and/or any of their vehicles used for transportation of materials while entering/going out of the Corporation's premises or inside the premises
 - 38 If the Corporation notices that the personnel of the contractor has/have been negligent careless in rendering the said services, the same shall be communicated immediately to the contractor who will devise corrective steps immediately to avoid recurrence of such incidents and report to the designated officer of Corporation its action plan.
 - 39 If any of the personnel of the contractor indulges in theft or any illegal/irregular activities, misconduct, the contractor will take appropriate action against its erring personnel and intimate accordingly to the Corporation.
 - 40 The contractor shall at all-time indemnify and keep indemnified the CORPORATION against any/all claims of/by its employees 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 personnel of the contractor 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 the contractor or not, who provided or provides the said services under this Agreement
 - 41 The employees/agents of the contractor shall never be considered to enjoy any right to enter the premises of Corporation by virtue of this agreement or otherwise at any time except with the prior permission of Corporation.
 - 42 In the event of failure of the contractor to provide the services or part thereof, as mentioned in

this agreement for any reasons whatsoever, the Corporation shall be entitled to procure services from other sources and the contractor 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 person remains absent or where services rendered not found satisfactory.

- 43 If , at any time, during the operation of this Agreement or thereafter the Corporation is made liable in any manner whatsoever by any order, direction or otherwise of any Court, Authority or Tribunal, to pay any amounts whatsoever in respect of or to any of the present or ex-personnel of the Contractor or to any third party, the contractor 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 contractor. The Corporation shall be entitled to deduct any such amounts as aforesaid, from the performance security deposit and/or from any pending bills of the contractor and if such amount is not fully recovered, the Corporation shall be entitled to recover the balance amount through legal recourse.
- 44 The Contractor 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 contractor. It is clearly understood that should the Corporation be called upon to make any payment to any authority, the contractor shall reimburse such amounts to the Corporation whether such liability arises during the currency of this agreement or after expiry of the period of this agreement. If there would be any claim on the Corporation for any default of the contractor or its employees committed during the operation of this Agreement, the contractor shall pay the Corporation such amount on demand without protest.
- 45 **It is clearly understood by the contractor that the persons employed by the contractor for providing SECURITY services as mentioned herein, shall be the employees of the contractor and not of Corporation. The Service Provider shall be liable to make payments to its said employees towards their monthly wages/salaries and other statutory dues like EPF, ESI, Professionals Tax, GST, minimum wages, gratuity, etc.**
- 46 **The Agency/firm will have to get registration of professional tax separately where place of work under the jurisdiction of that local body/authority and will have to remit the same.**
- 47 **The Agency/firm will have to obtain sub-code from Employee State Insurance Corporation, Vadodara and will have to remit the same.**
- 48 The parties hereto have considered, agreed to and have a clear understanding on the following aspects:
- a) This 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 Contractor's employees/agents or to the said employees/ agents directly and/or indirectly, in any manner whatsoever.
 - c) That the employees/ personnel of contractor rendering the services under this Agreement,

shall never be deemed to be the employees 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 contractor for rendering the said services.

- 49 During the CONTRACT PERIOD, if the rate of minimum wages payable to the personnel deployed by “the Firm/Agency/Organization/Service provider” increases by central/state govt. and if the increase extends beyond the above agreed rate, then “the Corporation shall increase the above accepted rate to the extent of the difference amount only and the above agreed rate shall be deemed to have been modified accordingly. No other increase in the amount quoted by the selected Contractor shall be entertained on any account during the period of the contract. **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.**

OBLIGATION OF THE CONTRACTOR: - STATUTORY COMPLIANCE

- 50 The Contractor, being the employer in relation to persons engaged/employed by him for providing the services under this 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 employed by him from time to time or by the Central / State Government and/or any authority constituted by or under any law.
- 51 The contractor 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/employed by him including that of Provident Fund, ESI, Workmen’s Compensation Act, Bonus, Gratuity, Minimum Wages Act and Leave, etc. In case of any breach of any law, rules, notifications applicable to the employees of the Contractor, the contractor alone shall be responsible and liable for any act(s) of omission and/or commission committed by any employee, agent, representative, attorney, person(s) engaged/employed by him for discharging the obligations under this agreement.
- 52 The Contractor shall obtain appropriate licenses under Contract Labour (Regulation & Abolition) Act, 1970 and 1971 (Central / State), License under Private Security Agencies Regulation Act, 2005 and follow all the Rules as amended from time to time and up to date and shall comply with all terms and conditions thereof strictly, and shall keep such licenses duly validated and/or renewed from time to time throughout the currency of this Agreement. The Contractor shall obtain at his/her own expenses all the licenses and permission which may be required for conducting the business of Security Services and pay all the taxes, duties and penalties hereinafter becoming payable to the Government, Municipality or any other local body by reason of his/her conducting business of Security Services.
- 53 The Contractor shall maintain all registers required under various Acts, which may be inspected by the Corporation as well as the appropriate authorities at any time.

54 **Minimum Wages:** Minimum wages approved by the Central Government/State Government whichever is higher is to be paid to security service persons. The Service Provider/Contractor must ensure that the wages to the Workers are paid **before the expiry of the SEVENTH day of the month** as provided under relevant Rules & Regulations/Law/Statute in force. The Service Provider/Contractor will not link the payment of wages to the workers with settlement of his bills by the 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 tender/contract. The Contractor will have to produce the Register of Wages or the Register of Wages-cum-Muster Roll of the preceding month along with the bill to be submitted on the **3rd** day of every calendar month for verification, to the nominated official of the Corporation.

- **The payment to service provider will be made in two parts (1) Minimum wages (Excluding contract employee EPF, ESIC, PT) plus service charges/Administrative charges (2) Reimbursement of PF, ESIC, and PT on production of all challan and statement.**
- For every six days one day off should be given.
- The Administrative / Service Charge rates quoted shall be inclusive of all these including cost of uniform, training, Supervisor visit, other overheads, gratuity, off duties weightage profits etc., and taxes whatsoever payable.
- **Bonus payment to contract employee: - The Agency/ Service provider should make the Bonus payment @8.33% of minimum wages as per prevailing Bonus Act. The Agency/ Service provider should claim for Bonus reimbursement along with NEFT payment details made to workers and calculation sheet there on. LIC of India Divisional Office, Vadodara will make reimbursement of Bonus payment to the Agency within 15 days from the date of receipt of such request.**
- **No guard will be given more than one shift (Eight Hours) per day.**
- Adherence to statutory requirement is sole responsibly of the service provider.

OTHER MANDATORY REQUIREMENTS: -

- 1) Proof of remittance of PF / ESI /PT/ & GST Tax will be produced every month while submitting the bill in the following month, failing which the payments will not be made.
- 2) The Payment Register is to be produced for verification along with the Bills.

In case of disbursement of wages through e-payment/ NEFT, a signed statement, acknowledged by the bank must be produced for verification along with bills.

55 The Service Provider/Contractor must ensure that the wages to the Workers are paid within the stipulated time period as provided under relevant Rules & Regulations/Law/Statute in force. The Service Provider/Contractor will not link the payment of wages to the workers with settlement of his bills by the 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 tender/contract. The Contractor will have to produce the Register of Wages or the Register of Wages-cum-Muster Roll of the preceding month along with the bill to be submitted on the 3rd day of every calendar month for verification, to the nominated official of the Corporation.

- 56 The Service Provider/Contractor has to submit the attested photocopies of the following documents:
- (1) Muster Roll/Attendance sheet of the workers signed by the Service provider/Contractor for the month on the format prescribed in the Contract Labour (Regulation and Abolition Act, 1970) along with Contract Labour (Regulation and Abolition) Rules, 1971.
 - (2) Penalty registers in respect of Security guards.
 - (3) Statement of A B C D.
 - (4) Wage slip for the month showing receipt of the wages on the format prescribed in the Contract Labour (Regulation and Abolition Act, 1970) along with Contract Labour (Regulation and Abolition) Rules, 1971.
 - (5) Bank Deposit Challan of deposit of contribution of provident fund of employees' and employers' share, combined challan (ECR) with the appropriate authority.
 - (6) Bank Deposit Challan of deposit of contribution of ESI of employees' and employers' share, member IP number, member details & name list with the appropriate authority.
 - (7) Deposit of contribution of provident fund, Professional Tax, contribution of ESI of employees, and employer (In ESIC, Corporation will accept consolidate statement subject to Agency/firm has more than one contract in Vadodara) should be with a challan separately for LIC of India. It should not contain the contribution of PF, PT and ESI of employees of other organizations being serviced by the Contractor.
 - (8) Deposit Challan of GST and GSTR-1(4a, 4b, 6b, 6c, b2b).
 - (9) GST payment to Authority :- LIC of India will reimburse the GST to Agency along with payment. The Agency has to deposit GST on our GST no. and upload GST-Return as per GST Rules & Regulation in force. TDS on GST will also be deducted as per existing rules.
 - (10) Payment to workers is to be made by NEFT only, a copy of Bank account statement for the month showing debit of wages/benefits in favour of workmen should be submitted every month with the bill by the Service provider.
- 57 The contractor shall give an undertaking by the 20th of the following month in favour of the Corporation that he has complied with all his statutory obligations and copy of such challans /receipts/list also be submitted.
- 58 **TERMINATION:** Corporation can terminate this Agreement by giving one month's written notice to the service provider without assigning any reason and without payment of any compensation. Corporation also possess to terminate the contract by giving only a 24 hours' notice to the contractor when there is a major default in compliance of the terms and conditions of this Agreement or the contractor has failed to comply with its statutory obligations **and the performance security deposit shall also be forfeited, other action such as blacklisting may follow.** In that eventuality the contractor will move out of the premises of the Corporation with his men and material immediately. This discretion of termination of this Agreement by the CORPORATION will be exercised judiciously since the Contractor is rendering the essential and public utility services.

- 59 If contractor commits breach of any covenant or any clause of this agreement, the Corporation may send a written notice to the Contractor to rectify such breach within the time limit specified in such notice. In the event the contractor fails to rectify such breach within the stipulated time, the Agreement shall forthwith stand terminated and the contractor shall be liable to the Corporation for losses or damages on account of such breach.
- 60 **If any complaint received orally or in writing against the contractor/service agency i.e. less payment of wages or any amount is demanded for engagement of the duty, etc. than it will be viewed seriously and if found this complaint truthful than this contract may be terminated immediately.**
- 61 **PERIOD OF THE CONTRACT:** The contract shall initially be for a period of two years, which may be extended at the discretion of the Corporation with mutual consent for a further period of maximum two years on yearly basis with the same terms and condition inclusive of rates.
- 62 **SECURITY DEPOSIT :** Selected Bidder should submit the deed of Agreement/Contract with LIC Of India, Vadodara Divisional Office duly executed on a non-judicial stamp paper of Rs 300/-, as per the draft conditions provided by LIC of India, within 10 days (maximum) of receipt of intimation as above. Failure to sign and non submission of deed of agreement and Security Deposit in the nature of performance guarantee @ 3% of the Estimated Bid Value within 10 days of intimation as above may result in cancellation of selection as Lowest1 bidder. **The performance security deposit should remain valid for a period of 60 days beyond date of completion all contractual obligation including warranty obligation of the contractor.** 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 Agency shall start its work within three days from the date of receipt of work order. The Agency has to also obtain the Labour Licence (if applicable) from the respective authorities and submit the same to us within 30 Days of allotment of work order. The security deposit amount will be kept interest free with the corporation for the entire period of the contract.
- 63 **PENALTY CLAUSE:-**
- (A) Uniform is mandatory for all Security Guards on duty, failing which 1% for 1st occasion, 2% for 2nd occasion and 5% for each subsequent occasion of total monthly bill may be imposed as penalty.
- (B) If any security person deployed is found absent during surprise visit of LIC official, a penalty of Rs.750/- per person, per shift for each occasion will be imposed and deductible from the bills.
- (C) Penalty of Rs. 750/- per day per person for supervisor and security guards not visiting daily.
- (D) E-pechan card of ESIC with full details of family to be submitted one copy with signed of contract employee within one month after awarding the contract, failing which Rs.2000.00 per month penalty will be imposed for each occasion.**
- (E) Late payment of salary to any contract employee Rs. 1000.00 per day will be imposed after 07th day of the month for each occasion.**

(F). Late submission of EPF, ESIC, PT and GST receipt/GSTR-1 challan Rs. 5000.00 will be imposed after 20th day of the month for each occasion.

(G). Labour licence to be submitted within 30 days of allotment of work order, failing which Rs. 5000.00 per month will be imposed.

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

65 In the event of any dispute or difference arising out of operation of this 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, Vadodara Divisional Office, Vadodara, whose decision shall be final and binding on both the parties. The venue of arbitration shall be at Vadodara. The provisions of the Arbitration and Conciliation Act, 1996 shall apply to the arbitration.

66 In terms of provision of Section 33(3) of the Insurance Act, 1938, as amended by the Insurance Laws (Amendments) Ordinance, 2014, Insurance Regulatory and Development Authority of India (IRDAI) is authorized to verify all such books of account, register, other documents and the data base in the custody of the contractor in respect of service outsourced by the Corporation. It shall be the duty of the contractor to provide such documents/statements/information as may be required by IRDAI within such time as may be specified by the IRDAI.

67 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 contractor where the services are outsourced by the Corporation.

68 Any dispute arising out or relating to this tender/agreement shall be deemed to have arisen in Vadodara and shall be under adjudications of a Court in Vadodara only.

69 Successful bidder has to submit 'Integrity pact' on stamp paper of Rs. 300/- duly notarized.

70 Incomplete Bids and Bids lacking details and without signature are liable to be rejected.

DECLARATION

I hereby agree to all the Terms & Conditions mentioned above without any condition whatsoever. I also further agree that all the deficiencies will attract penalty and the recovery will be affected without any notice to me.

Date:

Place:

Signature of Bidder with seal

ANNEXURE-A
APPLICATION FORM FOR TENDER FOR SECURITY SERVICES (Technical Bid)

To,
The Chairman,
Stores Committee,
LIC of India, Vadodara Div. Office,
"Jeevan Prakash" 2nd Floor,
Samta Police Chowky, Vadodara-390023.

Sub: Tender for providing Security Services.

1. Name of the Agency/firm/organizations and Local Registered Address:

2. Date of Establishment/Incorporation (with registration nos.) _____
(self attested copy to be enclosed) _____

3. Status of the Agency: _____
(Whether Pvt. Ltd. / Public Ltd. Company / Partnership Firm / Proprietorship, Copy to be uploaded)

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

Sr. No.	Name	Phone No./Mobile No.	E-mail ID	Specimen Signature

5. (A) Name(s) of Representatives(s) _____
With designation and contact no. who would be _____
Calling on us and attending to our job. _____

(B) Name and signature of the authorized person (from above) to sign the tender document

Sr No.	Names	Designation	Specimen Signature

6. Bank details:

i) Name of Beneficiary: _____

ii) Name of Bank: _____

iii) Branch and address of Bank: _____

- iv) IFSC Code of Bank: _____
v) Nature / Type of Bank A/C (SB / CC/Current) _____
vi) Account No: _____

7. Turn over of the Company /Partnership Firm/ Proprietorship for the Financial Year 2020-21, 2021-22, 2022-23, 2023-24. (Please attach a copy of audited Balance Sheet and Profit & Loss Account for all the three years.)

Sr. No.	Financial Year	Turn Over (In Lakhs)
1	2020-21	
2	2021-22	
3	2022-23	
4	2023-24	

8. Since when and how long your Agency / Firm has been dealing in Security services: _____

9. No. of Full Time Security service persons on Roll as on 31.03.2024: _____

10. Is any of your relative is employed in LIC of India? If yes, provide details: _____

11. Details of existing clients: (Separate page may be submitted for each Client)

Name of the Company	Branch / Office Address	Contact No.	Details of Service Provided

Details of services provided in last 3 years (Please attach photo copy of orders)

12. Statutory Requirements:

Sr. No.	Statutory Document (Certified / Self Attested copy should be attached)	Mention the Registration / Licence No.
1	ESI Registration Certificate	
2	Registration under Employee Provident Fund Act, 1952	
3	Valid Licence under Contract Labour (Regulation & Abolition) Act, 1970 and 1971 (Central / State)	
4	PAN CARD	
5	Shops and Establishment Registration No. of local office at Vadodara.	
6	GST Registration No.	
7	Profession Tax Registration No.	
8	Income Tax Returns for 3 FYs out of Last 4 FYs i.e. 2020-21, 2021-22, 2022-23, 2023-24	

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

Corporation and I / We will be solely responsible for the consequences. I / We agree that the decision of the Corporation in selection of Service providers will be final and binding on me / us. All the information furnished by me hereunder is correct to the best of my/our knowledge and belief. I / We agree that I /

We have no objection if enquiries are made about the work performance with clients mentioned at sr. no. 9 With reference to the above, having examined and understood the instructions, terms and conditions forming part of the tender, we hereby enclose our offer for giving Sanitation services at the mentioned premises. We confirm that the offer is in conformity with the terms and conditions as mentioned in the tender.

I/We understand that the Corporation is not bound to accept the offer either in part or in full and that the Corporation has right to reject the offer in full or in part without assigning any reasons whatsoever.

Place:

SIGNATURE:

Date

NAME & DESIGNATION:

Seal of the Firm/Company

Annexure A (1)

CHECK LIST OF ATTESTED COPIES OF DOCUMENTS TO BE UPLOADED ALONGWITH THE TECHNICAL BIDS

1	Agency/ Establishment Incorporation/Registration certificate
2	Certificate showing status of the Agency: (Whether Pvt. Ltd. / Public Ltd. Company / Partnership Firm / Proprietorship, (Copy to be attached)
3	Copy of audited Balance Sheet and Profit & Loss Account for Financial year 2020-21, 2021-22, 2022-23, 2023-24.
4	ESIC Registration Certificate.
5	Certificate of Registration under Employee Provident Fund Act, 1952.
6	Licence under Contract Labour (Regulation & Abolition) Act, 1970 and 1971 (Central / State)
7	PAN CARD.
8	Certificate of Shops and Establishment Registration of local office at Vadodara.
9	GST Registration certificate
10	Professional Tax Registration certificate
11	Income Tax Returns for 3 FYs out of Last 4 FYs i.e. 2020-21, 2021-22, 2022-23, 2023-24
12	Registration under MSME/NSIC Act or the District level Authority, if any.
13	Copy of cancelled cheque with name of agency/firm.
14	Copy of orders having details of SIMILAR services provided in last 3 years.
15	Turnover Certificate for last 3 out of 4 years to be uploaded.
16.	Copy of Aadhaar Card for Individual firm or proprietorship.
17.	All the pages of Scope of work , Terms and Conditions and Pre-contract Integrity pact are to be signed by the bidder/ authorized representative and should be uploaded.

ANNEXURE-B

Location and number of security guards service required

NAME OF OFFICES	ADDRESS OF PREMISES	OUR REQUIREMENT
LIC OF INDIA, DIVISIONAL OFFICE	VADODARA DIVISIONAL OFFICE, "JEEVAN PRAKASH" NEAR SAMTA POLICE CHOWKY, SUBHANPURA, SAMTA, VADODRA-390023.	10 PERSONS (8 Hrs) (3 persons per shift, total 3 shift of 8 Hrs & 1 person in 8 Hrs – General shift)
JEEVAN CHHAYA	LIC OFFICER'S FLAT, HARINAGAR, GOTRI ROAD, VADODARA	3 PERSONS (8 Hrs) (1 person per shift, total 3 shift of 8 Hrs)
DABHOI BRANCH	LIC OF INDIA, OPP: ST DEPOT, DABHOI	3 PERSON (8 Hrs – General shift)
RAJPIPLA BRANCH	LIC OF INDIA, JEEVAN JYOTI STATION ROAD RAJPIPLA	3 PERSONS (8 Hrs) (1 person per shift, total 3 shift of 8 Hrs)

In case of security guard is off duty / on leave, reliever security guard should be made available by the service provider. The relieving guard shall be on the roll of service provider for Divisional Office, Jeevan Chhaya, Rajpipla Branch office and Dabhoi Branch Office.

This service requirements and locations are indicative and can be changed during the contract period as per requirement.

Corporation has right to increase or decrease in Numbers of SECURITY GUARDS mentioned above and **also may decide whether SECURITY services are required or not at any location.**

PRE CONTRACT INTEGRITY PACT

General:

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on..... day of the month of2025, 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

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.

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.

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:-

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.

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.

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.

BIDDERS shall disclose the payments to be made by them to their agents/brokers or any other intermediary, in connection with this bid/contract.

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.

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.

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.

The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

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.

The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

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

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.

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.

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

4. Previous Transgression

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

The BIDDER agrees that if it makes 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 any be further extended at the discretion of the BUYER.
- (vii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (viii) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

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

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

6. Independent Monitors:

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

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

1) Shri Arun Chandra Verma, IPS (Retd.), Flat No. C-1204, C Tower, Amrapali, Platinum Complex, Sector-119, Nodia (UP), E-Mail:- acverma1@gmail.com; Mobile :- (+91) 8130386387.

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 upto 12 months after the last payment under the contract. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

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

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

BUYER
Signature _____
(authorised person)

BIDDER
Signature _____
(authorised person)

Name of the Officer: _____

Name : _____

Designation / Deptt. : Sr. Divisional Manager

Designation: _____

Witness
1. _____
2. _____

Name and Seal of firm/company
Witness
1 _____
2 _____

(Note: Bidder/Seller/Service Provider

Stores/equipment/item/service

Bidding process/ bid evaluation/process of availing service

(Appropriate word may be used where ever applicable without altering the purpose /desired intention