



Bid Number/बोली क्रमांक (बिड संख्या)<sup>:</sup> GEM/2025/B/6106963 Dated/दिनांक : 07-04-2025

#### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण			
Bid End Date/Time/बिड बंद होने की तारीख/समय	28-04-2025 14:00:00		
Bid Opening Date/Time/बिड खुलने की तारीख/समय	28-04-2025 14:30:00		
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)		
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Finance		
Department Name/विभाग का नाम	Department Of Financial Services		
Organisation Name/संगठन का नाम	Lic - Life Insurance Corporation Of India		
Office Name/कार्यालय का नाम	Bikaner		
क्रेता ईमेल/Buyer Email	buycon2.lic.bikaner@gembuyer.in		
Item Category/मद केटेगरी Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential; Unarmed Security Guard			
Contract Period/अनुबंध अवधि	2 Year(s)		
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	990 Lakh (s)		
Years of Past Experience Required for same/similar service/उर्न्ही/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)		
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes		
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	Νο		
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	Νο		
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer		

Bid Details/बिड विवरण		
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	Νο	
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No	
Type of Bid/बिड का प्रकार	Two Packet Bid	
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days	
Floor Price/न्यूनतम मूल्य	This bid has been created/published with floor price(minimum value) selected by the Buyer. Service Providers are advised to quote above the minimum floor value.	
Estimated Bid Value/अनुमानित बिड मूल्य	24842722	
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation	
Arbitration Clause	No	
Mediation Clause	No	

#### EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाईजरी बैंक	IDBI Bank
EMD Amount/ईएमडी राशि	500000

#### ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	IDBI Bank
ePBG Percentage(%)/ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	26

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए बिनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

#### Beneficiary/लाभार्थी :

LIFE INSURANCE CORPORATION OF INDIA LIFE INSURANCE CORPORATION OF INDIA, DIVISIONAL OFFICE, SECTOR 6-7, J.N.V. COLONY, JAIPUR ROAD,

#### MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
---	-----

 The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
 Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the OM\_No.1\_4\_2021\_PPD\_dated\_18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated online in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents. 4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

5. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or

2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or

3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

**Geographic Presence: Office registration certificate:**OFFICE MUST BE IN THE STATE OF RAJASTHAN (DOCUMENTARY PRROF TO BE SUBMITTED) - ONLY RENT AGREEMENT WILL NOT BE ACCEPATABLE

Additional Conditions specific to this bid: AS PER ATTACHED DOCUMENT

Scope Of Work For the Service:<u>1744012351.pdf</u>

Competent Authority Approval for the additional conditions:<u>1744012386.pdf</u>

Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential; Unarmed Security Guard ( 10 )

#### Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values			
Core				
Type of Establishment / Area	Office/Commercial/Institutions/ Residential			
Category of Profile	Unarmed Security Guard			
Category of Skills	Skilled			
Gender	Male			
Duty Hours in a day	8			
Qualification	Secondary School			
Ex Servicemen	Optional			
Age Limit	Up to 65 years			
Years of Experience	0 – 3 years			
Additional Requirements for the Security Personnel	UNARMED SECURITY GUARD			
Addon(s)/एडऑन				

#### Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

#### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

<b>S.No.</b> /क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
---------------------------	--	-------------	---------------------------------------	--

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
1	Amit Kumar Gahlot	334003,LIC OF INDIA DIVISIONAL OFFICE JEEVAN PRAKASH JAIPUR ROAD BIKANER	10	<ul> <li>Number of working days in a month : 30</li> <li>Tenure/ Duration of Employment (in months) : 24</li> <li>Basic Pay (Minimum daily wage) : 893</li> <li>Provident Fund (INR per day) : 107.16</li> <li>EDLI (INR per day) : 107.16</li> <li>EDLI (INR per day) : 29.02</li> <li>EPF Admin charge (INR per day) : 4.46</li> <li>Bonus (INR per day) : 4.46</li> <li>Bonus (INR per day) : 4.46</li> <li>Optional Allowance 1 (in Rupees) : 0</li> <li>Optional Allowance 3 (in Rupees) : 0</li> </ul>

#### Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential; Unarmed Security Guard ( 20 )

#### Technical Specifications/तकनीकी विशिष्टियाँ

Specification Values				
Core				
Type of Establishment / Area Office/Commercial/Institutions/ Residential				
Category of Profile	Unarmed Security Guard			
Category of Skills	Skilled			
Gender	Male			
Duty Hours in a day	8			
Qualification	Secondary School			
Ex Servicemen	Optional			
Age Limit	Up to 65 years			
Years of Experience	0 – 3 years			
Additional Requirements for the Security Personnel	UNARMED SECURITY GUARD			

Specification	Values
---------------	--------

Addon(s)/एडऑन

#### Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

#### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
1	Amit Kumar Gahlot	334003,LIC OF INDIA DIVISIONAL OFFICE JEEVAN PRAKASH JAIPUR ROAD BIKANER	20	<ul> <li>Number of working days in a month : 30</li> <li>Tenure/ Duration of Employment (in months) : 24</li> <li>Basic Pay (Minimum daily wage) : 760</li> <li>Provident Fund (INR per day) : 91.2</li> <li>EDLI (INR per day) : 91.2</li> <li>EDLI (INR per day) : 24.7</li> <li>EPF Admin charge (INR per day) : 3.8</li> <li>Bonus (INR per day) : 3.8</li> <li>Bonus (INR per day) : 3.8</li> <li>Optional Allowance 1 (in Rupees) : 0</li> <li>Optional Allowance 2 (in Rupees) : 0</li> <li>Optional Allowance 3 (in Rupees) : 0</li> </ul>

#### Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

#### 1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

#### 2. Generic

**Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

#### 3. Generic

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. <u>Click here</u> to view the file

#### 4. Generic

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

Bikaner, Sadulpur, Nokha, Nagaur, Mertacity, Makrana, Deedwana, Kuchamancity, Sujangarh Ratangarh, Sardarshahar, Churu Nohar, Sriganganagar, Suratgarh Sangaria, Anoopgarh, Raisinghnagar, Hanumangarh

#### 5. Generic

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.

2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.

3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

#### 6. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

#### 7. Payment

**PAYMENT OF SALARIES AND WAGES:** Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

#### 8. Forms of EMD and PBG

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

LIFE INSURANCE CORPORATION OF INDIA payable at BIKANER

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

#### 9. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

LIFE INSURANCE CORPORATION OF INDIA payable at BIKANER

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

#### 10. Service & Support

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

#### 11. Service & Support

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

#### 12. Service & Support

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

#### 13. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

### 1. Office wise/Location wise list of no. of Unarmed Security Guards whe re deployment shall be done by Service Provider :

Office Name	Location	City Class	Security Guard (Unarmed) (08 Hrs)
LIC of India "Jeevan Prakash" Building premises.	Bikaner	В	02
LIC of India 187-BO	Bikaner	В	02
LIC of India 10A- BO	Bikaner	В	02
RMF	Bikaner	В	01
Jivan Nilyam Premises- Re sidential Colony	Bikaner	В	03
LIC of India-BO	Anoopgarh (Dist:Sriganganagar)	С	01
LIC of India -BO	Hanumangarh	С	01
LIC of India -BO	Nohar (Dist: Hanumangarh)	С	01
LIC of India-BO	Raisinghnagar( Dist:Srigangana gar)	С	01

LIC of India-BO	Sangaria( dist: Hanumangarh)	С	01
LIC of India -BO	Churu	С	01
LIC of India-BO	Deedwana (Nagaur)	С	01
LIC of India -BO	Kuchamancity(Nagaur)	С	01
LIC of India-BO	Makrana(Nagaur)	С	01
LIC of India -BO	Mertacity(Nagaur)	С	01
LIC of India -BO	Nagaur	С	02
LIC of India, Building Pre mises	Sriganganagar	С	01
LIC of India-BO	Ratangarh(Dist:Churu)	С	01
LIC of India-BO	Sadulpur (Dist:Churu)	С	02
LIC of India-BO	Sujangarh(Dist:Churu)	С	01
LIC of India-BO	Nokha (Dist: Bikaner)	С	01
LIC of India-BO	Sardarshahar (Dist: Churu)	С	01
LIC of India-BO	Suratgarh (Dist: Sriganganagar)	С	01
	TOTAL		30

The Security guard shall be deployed by successful service provider in accordance w ith above table and timings of duty provided by LIC of India.

If any change in deployment viz. no of security guard, duty hours/timings etc. as ad vised by LIC of India shall be followed by Service Provider.

2. AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provi der must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO B E SUBMITTED. Only rent agreement will not be considered as a proof of having office in the state of Rajasthan. The bidder has to provide document as a proof of having office in Rajasthan issued by relevant Competent Authority of Govt's Deptt. Expired document will not be considered.

- 3. The Contractor shall obtain appropriate license under the Contract labour(Reg ulation and Abolition)Act 1970 and the Rules as amended up to date and shall comply with all terms and conditions thereof strictly, and shall keep such licen se duly validated and/or renewed from time to time throughout the currency of this Agreement.
- 4. This bid has been created/published with 05 % floor price inclusive of ap plicable GST (minimum value of service charge inclusive of applicable GS T) selected by the Buyer. Service Providers are advised not to quote belo w said minimum floor price of service charge. In case the service charges quoted by the contractor in the breakup are found to be less than 05 % in clusive of GST of the total cost i.e. including of min. wages, PF, ESI, EDLI a nd PF admn charges the bidder shall be liable to be rejected.
- 5. No other charges other than those included in the bid document will be payab le to service provider.

6. Initially, the contract will be for 02 years from the commencement of work. Duratio n of the service contract may be extended up to two more years (24 months) on year ly basis beyond the initial contract duration (subject to satisfactory performance and mutual consent).

7. Duty hours of Security Guards will be on 08 hrs basis and time slot will be decided by LIC and be communicated to the Service provider Agency for providing security se rvices.

8. Every employee so engaged by the contractor shall wear uniform and a badge wea ring his name, while on duty. The said uniform and badge shall be provided by the contractor at his own cost. He should also also wear ID card provided by the service provider.

9. No relationship of employer and employee shall be created between the LIC and th e employees engaged by the Contractor.

10. The contractor alone shall have the right to take disciplinary action against any p erson(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 LIC. The LIC shall, under no circumstances be deemed or treated as the employer in respect of any pers on(s) engaged/employed by the contractor for any purpose whatsoever nor would the LIC be liable for any claim(s) whatsoever of any person(s) of the contractor.

11. Local Coordinator at Bikaner will compulsorily be provided by the service provide

r to manage/ supervise the deployment of duty of security guard , reliever security g uard and any other work relating the work efficiently and smoothly.

12. Duty roster (Duty allocation chart) will be prepared by the service provider for ea ch month and it will be submitted to buyer upto 28th of every month for immediate n ext month.

13. In case LIC is required to meet any liability in respect of any person(s) engaged/e mployed by the Contractor by virtue of their working at the premises of the LIC, it wo uld be open and lawful for LIC to deduct the amount(s) of any such liability from and out of dues payable to the contractor.

14. The contractor shall be responsible for all injuries and accidents to persons, employed by him.

15. The contractor shall be responsible for the conduct and behavior of his employee s. If any employee of the Contractor is found misbehaving with the LIC staff and polic yholders, the contractor shall take necessary and appropriate action immediately.

16. In the event of any loss/damage being occasioned to LIC on account of the neglig ence of the contractor's employees, the contractor shall make good the loss sustaine d by LIC either by replacement of the material/equipment or payment of compensati on.

17. The contractor shall take proper instructions from LIC for the execution of the contract at the different places and will faithfully comply with the same during the curr ency of the contract.

18. The LIC shall always have the right to conduct a search of the contractor's emplo yees/agents and/or any of their

vehicles used for transportation of materials while entering/going out of the LIC's pre mises or inside the premises.

19. 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 LIC shall be entitled to procure services from other sources and the contractor shall be liable to pay forthwit h to the LIC, the difference of payments made to such other sources, besides damag es at double the rate of payment for the period of failure in providing the services or part thereof.

20. If , at any time, during the operation of this Agreement or thereafter the LIC is ma

de 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 pr esent or ex-personnel of the Contractor or to any third party, the contractor shall im mediately pay to the LIC all such amounts and costs also and in all such cases/events the opinion of the LIC shall be final and binding upon the contractor. The LIC shall be entitled to deduct any such amounts as aforesaid, from the security deposit and/or fr om any pending bills of the contractor and if such amount is not fully recovered, the LIC shall be entitled to recover the balance amount through legal recourse

21. The Contractor further agrees to absolve the LIC from all the liabilities in regard t o any statutory enactments to the extent applicable to the service provided by the co ntractor. It is clearly understood that should the LIC be called upon to make any pay ment to any authority, the contractor shall reimburse such amounts to the LIC wheth er such liability arises during the currency of this agreement or after expiry of the per iod of this agreement. If there would be any claim on the LIC for any default of the co ntractor or its employees committed during the operation of this Agreement, the con tractor shall pay the LIC such amount on demand without protest.

22. The Contractor will have to produce the Register of Wages or the Register of Wag es-cum-Muster Roll of the preceding month along with the bill and all required statut ory challans to the nominated official of the LIC.

23. The LIC can terminate this Agreement by giving one month's written notice to th e service provider without assigning any reason and without payment of any compen sation. LIC 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 condition s of this Agreement or the contractor has failed to comply with its statutory obligatio ns. In that eventuality the contractor will move out of the premises of the LIC with his men and material immediately. This discretion of termination of this Agreement by th e LIC will be exercised judiciously since the Contractor is rendering the essential and public utility services. LIC has also have the right to black list of the service provider i n such case.

24. It is clearly understood by the contactor that the persons employed by the contra ctor for providing SECIRITY services as mentioned herein, shall be the employees of t he contractor and not of LIC. The Service Provider shall be liable to make payments t o its said employees towards their monthly wages/salaries and other statutory dues l ike EPF, ESI, minimum wages, bonus, gratuity, etc.

25. The Contractor shall maintain all registers required under various Acts, which may be inspected by the LIC as well as the appropriate authorities at any time.

26. If contractor commits breach of any covenant or any clause of this agreement, th e LIC may send a written notice to the Contractor to rectify such breach within the ti me limit specified in such notice. In the event the contractor fails to rectify such brea

ch within the stipulated time, the Agreement shall forthwith stand terminated and th e contractor shall be liable to the LIC for losses or damages on account of such breac h.

27. The Service Provider/ Contractor should manage the reliever security guard to th e place of security guard who is absent / leave or on weekly off

28. The Bidder should have executed at least 02 no. of projects providing si milar type of services with supply of minimum 15 no. of manpower in each contract providing manpower services to Central/ State Government Depart ments/ Public sector Undertakings/ Autonomous Bodies etc. over the last 03 financial years i.e. the current financial year and the last three financial years (ending month of March prior to the bid opening date).

29. The Agency shall ensure the compliance of all provisions of Contract Labour Act ( Regulation and abolition Act 1970), Minimum Wages Act 1948, Payment of Wages Ac t 1935, ESI Act, Employees Provident Fund and Misc. Provisions Act, The Child Labour (Prohibition and Regulation) Act 1986 and such other statutory enactments, amende d from time to time. Any Rules and Regulations promulgated by the Government and Local Bodies, coming into force that may apply to the contract shall be the Agency's sole responsibility including any liability on account of non-compliance or violation th ereof. The Agency shall also comply with all the requirements of laws with regard to provision of labour and ensure that an appropriate license from State / Central Labou r Commissioner is obtained. In the event of any liability of any nature whether relatin g to statutory compliances or payment of wages or otherwise, is saddled on "the Cor poration" with regard to Security Guards engaged and deployed by "the Agency Prov iding Security Services", "the Corporation shall be entitled to recover the same from the EMD/Security/running bill held with the corporation. The Agency would undertake to indemnify and to make good the loss to the full extent to "the Corporation," failing which "the Corporation" shall be within its right to take appropriate action in law for r ecovery of the said amount. It will be the responsibility of the Agency to pay the wag es and all statutory amounts and then claim the bill from LIC.

30. It will be the responsibility of "the Agency Providing Security Services to pay wag es to its Security Guards by way of cheque or through NEFT on or before the 7th of th e following month without fail according to the prevailing rates which shall not be les s than the minimum wages approved by Central Government/State Government whic hever is higher. The contractor/service provider should also ensure compliance of all the Labour Laws and statutory requirements/obligation applicable

31. In the event of the Agency not fulfilling the conditions of the Contract and the wor k order, LIC of India reserves the right to forfeit the Security deposit placed with the L IC herein above mentioned, in part or in full and to take such other decision as may b e required in the interest of the Corporation.. The decision of the LIC of India shall be final and binding on the Agency in this matter.

32. Each security personnel should have attended and qualified/trained the "Security and Fire Fighting Course"

#### 33. Penalty & Termination Clause :

a) For every six days one day off should be given to guards and Service provider mus t manage the reliever security guard to the place of security guard who is absent / le ave or on weekly off failing which an amount of Rs. 1000/- (Rs. One thousand only) p er day per such instance shall be imposed. . This clause will supersede the point no 5 of penalty & Termination clause of Service Level Agreement of GeM.

b) The monthly take home remuneration has to be settled by NEFT to respective man power on or before 7<sup>th</sup> of following month. Delay in settlement of monthly take home remuneration will attract penalty as under :

Settlement of take home monthly wages	Quantum of penalty	
Upto 7 <sup>th</sup> of following month	NIL	
8 <sup>th</sup> to 10 <sup>th</sup> of following month	Rs. 500/- per day	
11 <sup>th</sup> to 15 <sup>th</sup> of following month	Rs. 1000/- per day (will be counted from 8 <sup>th</sup> of following month)	
16 <sup>th</sup> and onwards of following month	Rs. 1500/- per day (will be counted from 8 <sup>th</sup> of following month)	

Delay in deposit of EPF & ESI to respective authority (both employee & empoyer sha re) will attract penalty @ Rs. 500/- each day of delay from the next day of due date.

Contact may be cancelled at buyer's discretion in the circumstance when repeatedly delay occurred in settlement of take home remuneration and cancellation charges @ 10% of the order value of latest month.

Apart from monthly take home wages; service provider will ensure timely deposition of EPF, ESI and GST and submission of challans to buyer.

Clause 33(b) shall supersede the point no 07 of penalty & Termination clause of Serv ice Level Agreement of GeM.

All other points of penalty & termination clause will remain as per the SLA of GeM .

34. Requirements of licenses and documents to be uploaded by the bidder :

(i) Service provider shall be holding a valid license under the provision of Priva

te Security Regulations Act (PSRA)-2005 providing for operation in the State of Rajasthan

(ii) License under the contract labour Act

(iii) Certified proof of turnover details as mentioned in bid documents

(iv) Documentary proof for having office in the state of Rajasthan.

(v) Proof of PF and ESI registration

(vi) Proof of copy of Pancard and GST certificate

(vi) Past performance of similar services as defined in bid document

(vii) Experience of 03 financial years as defined in bid document

(viii) MSE certificate, if any.

(ix) Min. 02 work orders/contracts etc. giving proof of minimum deployment of 15 manpower of similar type of services in each order/contract over the last 03 financial years as defined in bid document.

(x) Pre contract integrity pact (attached in clause 3 of ATC).

(xi). Declaration of Non Black listing.

(xii). Undertaking of bidder financial standing

(xiii) Any other documents/certificates/declaration/undertaking etc. sought in t he bid documents/ ATC / SLA/ or corrigendum, if any.

Note : Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any. Therefore bid ders are advised to go through bid document carefully.

Note : <u>Bidders are advised to go through the bid document</u> and t <u>erms and conditions scrupulously and upload only those documen</u> <u>ts</u> which are required for their eligibility.

LIC of India reserves the right to check the aspect of timely settle ment of monthly take home remuneration and submission of dep osited challans viz. PF, ESI, GST and filing of these return on time ly basis as defined in the bid document.

35. The bidder must have registered operating office in the state of Rajasthan (Docu mentary proof to be submitted). In case the bidder does not have registered operatin g office in Rajasthan or not submitted the required document in this regard in that ca se the bidder is liable to be rejected on this basis and no representation in this regard shall be considered. Further, as per bid condition, the minimum average turnover of t he bidder for last 3 financial years ending 31<sup>st</sup> March of the previous financial year m ust be 9.90 Crore(s) or above, if any bidder does have minimum average turnover of last 3 financial years less than 9.90 Crore (s) or the bidder does not submit the turno ver details, in such situation, the bidders is liable to be rejected on this basis and no r epresentation in this regard shall be considered.

36. The bidder must have registered operating office in the state of Rajasthan (Docu mentary proof to be submitted). In case the bidder does not have registered operatin g office in Rajasthan or not submitted the required document in this regard in that ca se the bidder is liable to be rejected on this basis and no representation in this regard shall be considered

## 37. Declaration regarding non-blacklisting of firm to be submitted in the let ter head of the firm and it must be sealed & signed of the authorized signat ory of the firm.

#### <u>38. Bidder financial standing: The bidder should not be under liquidation, c</u> <u>ourt receivership or similar proceedings, should not be bankrupt. Bidder to</u> <u>upload undertaking to this effect with bid.</u>

39. LIC of India reserves the right to inspect the physical premises/ offices of technica Ily qualified bidders before posting flag of technically qualified bidders in GeM. if it thi nks so. After physical verification, if any deviation is found in whatsoever matter relat ing to eligibility, the bidders will be liable to be rejected. LIC of India also reserves th e right for getting itself ensured on obtaining feedback of smooth implementation of work either oral or in writing from existing clients of bidders where similar services are being rendered by the service provider, if it thinks so and the bidder will be liable to be rejected on technical basis after getting adverse feedback against service provi der.

40. In the event of any dispute or difference arising out of operation of this agreemen t, the same shall be referred to the sole arbitrator and the sole arbitrator will be appointed by the Sr. Divisional Manager of the LIC whose decision shall be final and bindin g on both the parties. The venue of arbitration shall be at Bikaner. The provisions of t he Arbitration and Conciliation Act, 1996 shall apply to the arbitration.

41. 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 LIC shall be entitled to procure services from other sources and the contractor shall be liable to pay forthwit h to the LIC, the difference of payments made to such other sources, besides damag es at double the rate of payment for the period of failure in providing the services or part thereof.

42. The LIC reserves the right to reject an offer if it is incomplete /not accompanied b y all stipulated documents as required /if any of the terms and conditions stipulated i n this document are not accepted and in case of incorrect and invalid data submitted

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

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

45. In terms of provisions of Section 33(4) of The Insurance Laws (Amendment) Ordin ance, 2014, Insurance Regulatory Authority of India (IRDAI) if it considers expedient t o do so, may direct any person hereinafter referred to as the 'Investigating Officer', t o make an investigation as specified under Sec.33(1) or carry out an inspection as sp ecified 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 ser vice provider or contractor where the services are outsourced by LIC of India

46. Any dispute arising out or relating to this tender/agreement shall be deemed to h ave arisen in Bikaner and shall be under adjudications of a Court in Bikaner (M.S) onl y.

#### Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

- 1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
- 2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
- 3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
- 4. Creating BoQ bid for single item.
- 5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
- 6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
- 7. Floating / creation of work contracts as Custom Bids in Services.
- 8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for <u>attached categories</u>, trials are allowed as per approved procurement policy of the buyer nodal Ministries)
- 9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.

- 10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
- 11. Creating bid for items from irrelevant categories.
- 12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
- 13. Reference of conditions published on any external site or reference to external documents/clauses.
- 14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
- 15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

# All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

This Bid is governed by the <u>General Terms and Conditions/सामान्य नियम और शर्त</u>, conditons stipulated in Bid and <u>Service Level Agreement</u> specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्ते is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---