



Life Insurance Corporation of India,
Bhubaneswar Divisional Office
Jeevan Prakash Building
Ananta Vihar, Pokhriput ,Bhubaneswar.
Pin - 751 020
Phone : 0674-2352513

TENDER DOCUMENT

Date : 26/02/2024

For Providing
Security (With and Without Arms) Service
On Contractual Basis
At the
Offices under Bhubaneswar Divisional office

TENDER PROGRAMME

Date of Issue of Tender Papers: : 26/02/2024 (through GeM Portal)
Last Date of Submission of Tenders : 18/03/2024(Upto the GeM notified time limit)
Date of Opening of Technical Bid : 18/03/2024 (At the GeM notified time)
Earnest Money Deposit : Rs. 7,85,000 (Seven lakhs eighty five thousand only)

Name of Vendor:

Address:

Phone No:



LIFE INSURANCE CORPORATION OF INDIA

Bhubaneswar Divisional Office, Jeevan Prakash Building, ANANTA VIHAR, POKHRIPUT, BHUBANESWAR (ODISHA); Pin-751020
Telephone no 0674-2352513, E-mail: os.bhubaneswar@licindia.com

Re: Tender for Civilian Guards with and without arms for deployment at our offices, Branches, Satellite Offices, P&GS Unit, Staff Quarters and Guest Houses under the jurisdiction of Bhubaneswar Divisional Office.

1. Sealed Tenders are invited from the eligible vendors with Refundable Earnest Money Deposit Rs. 7,85,000.00 (Seven lakhs eighty five thousand only) favouring LIC of India in the shape of Demand Draft/Banker's Cheque payable at Bhubaneswar for providing manpower into security (with & without arms) and allied services in LIC offices, Staff quarters & Guest houses an P&GS Unit under the jurisdiction of Bhubaneswar Divisional office.
2. The tender is being floated through GeM portal, to be submitted in two bid system. Annexure A (Detailed report on man power requirement), Annexure D (Statutory reports & Declarations), Annexure-C application cum declaration etc forms Technical Bid. The financial rates are to be quoted in Annexure B, along with receipt of tender fee and receipt of EMD or DD fvg LIC of India towards EMD and this will be the Financial Bid for Security Services. The vendors are to fill up the enclosed Annexure A and specifically mention their network and willingness to provide services at the places specified in the annexure.
3. The EMD shall be adjusted to security deposit of the successful vendor, others shall be refunded within 30 days without any interest. Tenders received without EMD or not filled up properly shall be summarily rejected. The decision of Divisional Stores Committee in this matter shall be final and binding on the bidders.
4. **In case of identical lowest bid by more than one bidder, then decision will be taken on the basis of the built in option in GeM.** Upon finalization of the process the selected agency is required to deposit Security Deposit to the tune of 5% of the contract value which will be adjusted towards EMD to be refundable without interest in case of termination of the contract.
5. The last date of receipt of tender is **18/03/2024 – Up to GeM notified time..** Tenderer should ensure that their tender is uploaded before the date and times specified above. Opening of the tender shall be at **GeM notified time on 18/03/2024.**
6. Tendered Quotation should be clearly typed (both in numeric figure & words) and should **NOT** be with any hedging conditions. Incase of discrepancy between numbers and words the amount written in word will be accepted. Incomplete/Unsigned and tenders with pre- conditions shall not be considered and summarily rejected. **LATE TENDERS** for any reasons shall not be considered.

The Sr Divisional Manager
LIC of India, Bhubaneswar Division
Jeevan Prakash, Ananta Vihar, Pokhripur, Bhubaneswar
Pin Code-751020



Tender for hiring of SECURITY GUARD (WITH & WITHOUT ARMS) at Bhubaneswar Divisional Office, Branch Offices, Satellite Offices, Staff Quarters and Guest Houses and P&GS Unit under its jurisdiction.

A. Salient Features of the Tender

S.NO.	BRIEF DESCRIPTION	DETAILS
1	Name of Work	Tender for Hiring of Civilian Security Guard (with & without arms) In Divisional Office Bhubaneswar, Guest House, Staff Quarters, P&GS Unit, Branch Offices and Satellite offices under its jurisdiction.
2	LIC offices where Security Guards are proposed to be hired	As indicated in Annexure-A based on the requirement of the Corporation.
3	Estimated Annualized Value of the Contract (at start of contract)	Rs. 1,96,23,137.00 for one year and Rs. 3,92,46,274.00 is the value of contract.
4	Name and address to whom the tender is to be submitted	Through GeM only
5	Tender Fee	Rs 590/-- (Rs 500/- as tender fee + 18% GST) (non- refundable) by way of Demand Draft/Pay Order in favour of "LIC of India" drawn on any Scheduled Bank payable at Bhubaneswar.
6	Date of floating of Tender & date of pre-bid meeting	Tender will be open from 26/02/2024 & pre-bid meeting will held on 06/03/2024
7	Last Date and time of submission of tender (through GeM only)	18/03/2024 up to GeM notified time. Applicants should ensure that their tender is uploaded on or before the date and time specified.
8	Date of opening of Tender	Through GeM portal on 18/03/2024 at GeM notified time.
9	Date of opening of Financial Bids	Only Technically Qualified Bids will be eligible for opening of Financial Bids. The Financial Bids will be opened on a later date(as consistent with GeM Portal).

10	Contract Period	The contract shall remain in force initially for a period of Two years from the date of Commencement of the Work subject to further extension at the same terms and conditions with mutual agreement by both the parties subject to satisfactory performance to be determined by LIC authorities. There will be a provision to renew the contract for One more year on existing terms and conditions However, the contract is subject to termination at any time if the services are not found satisfactory by LIC or for any other reason whatsoever by serving 90 days' notice in writing by LIC and 120 days' notice by the Agency.
11	Notice for termination of contract	90 days' notice in writing by LIC and 120 days' notice by the Agency.
12	Earnest Money Deposit	Rs 7,85,000/- (Rs. Seven lakhs eighty five thousand only) by way of Demand Draft/Pay Order in favour of " LIC of India" drawn on any Scheduled Bank payable at Bhubaneswar.
13	Security Deposit	5% of the contract value. The Security Deposit has to be deposited with LIC within 15 (Fifteen) days from the date of issue of Letter of Acceptance by LIC. Security Deposit can be in the form of Demand Draft/Pay Order from any Scheduled Bank drawn in favour of "LIC of India" payable at Bhubaneswar or Bank Guarantee through any Scheduled Bank. The total Security Deposit will be refunded without any interest, after successful completion of the total Contract Period subject to deductions for any appropriations thereof required to be made by LIC as per the conditions of the contract.
14	Official Website	GeM Portal & LIC Website
15	Hard copy of application to be sent	All documents (self attested & stamped) pertaining to application, uploaded in GeM portal, must be sent to- Manager(OS) LIC of India, Bhubaneswar Division Jeevan Prakash, Ananta Vihar, Pokhriput, Bhubaneswar Pin Code-751020



TENDER FOR SECURITY GUARD SERVICES (ARMED & UNARMED) AT VARIOUS OFFICES, P&GS UNIT, STAFF QUARTERS & GUEST HOUSES UNDER THE JURISDICTION OF LIC OF INDIA, BHUBANESWAR DIVISIONAL OFFICE.

B. Eligibility criteria at the time of furnishing TECHNICAL BID

1. The bidder Company/Firm must have a valid Labour licence, Police permission, or any other subsequent relevant regulations.
2. The bidder Company/Firm must have experience of at least 5 years (as on 31/03/2023) in the field of Security Services.
3. The bidder Company/Firm must have minimum 200 Security guards enrolled on its roll as on 31/03/2023. Proof of deployment of manpower should be submitted.
4. Minimum average annual turnover of the bidder Company/Firm must be Rs. 10,00,000,00/- (Rupees Ten Crores) and above during each of three previous Financial Years. (i.e. FY 2020-21, FY 2021-22, FY 2022-23). Bidders are required to submit certified copies of Balance Sheet, Profit & Loss Account and ITRs for all these three years.
5. The bidder Company/Firm must have experience of having executed a contract with at least three organizations of repute (including one reputed PSU) during each of previous three Financial Years. (i.e. FY 2020-21, FY 2021-22, FY 2022-23).
6. The Bidder Company/Firm should have atleast one contract in force as on the date of bid for Security personnel (Armed & Unarmed) in the State of ODISHA with Odisha State Govt./Central Govt./one reputed Public Sector Undertaking.
7. The bidder Company/Firm must have a valid PAN Card issued by Income Tax Department and G.S.T Registration.
8. The bidder Company/Firm should have at least one fully OPERATIONAL office in Bhubaneswar, Odisha State.
9. The bidder Company/Firm as an employer must be complying with all the statutory requirements such as Payment of Gratuity Act, ESI, EPF etc., as applicable to them and any other local /state/national statutory requirements.
10. Applicants registered as MSME/NSIC are exempted from depositing Tender fee and EMD subject to attachment of self attested copy of the relevant certificate from the concerned Department of Govt of India to this effect with technical bid.
11. As applications would be through GeM portal, only vendors registered at GeM can apply.

ANNEXURE - A

SL NO	Office Location	No of Security Guards UNARMED	No of Security Guards ARMED	Location in Vendor's network
1	Bhubaneswar Divisional Office, Ananth Vihar, Pokhriput, Bhubaneswar	9 (round the clock)	0	YES/NO
2	P&GS Unit, Suryanagar, Bhubaneswar	0	1	YES/NO
3	Officers' Quarters, Suryanagar, Bhubaneswar	5(round the clock)	0	YES/NO
4	Branch-1, Suryanagar, Bhubaneswar	9(round the clock)	1	YES/NO
5	Branch-2,	2	1	YES/NO
6	Branch-3	1	2	YES/NO
7	CAB, Bhubaneswar	1	1	YES/NO
8	CLIA SO, Samantrapur, Bhubaneswar	0	1	YES/NO
9	Chandrasekharapur SO, Bhubaneswar	0	1	YES/NO
10	Balugaon Branch	0	1	YES/NO
11	Khurda Branch	4(round the clock)	1	YES/NO
12	Nayagarh Branch	3(round the clock)	1	YES/NO
13	Nimapara Branch	4(round the clock)	1	YES/NO
14	Puri Branch	3(round the clock)	1	YES/NO
15	Jatni SO	0	1	YES/NO
16	Banki SO	0	1	YES/NO
17	Brahmagiri SO	0	1	YES/NO
18	Daspalla SO	0	1	YES/NO
19	Kakatpur SO	0	1	YES/NO
20	Khandagiri SO	0	1	YES/NO
21	Pipili SO	0	1	YES/NO
22	Reliever for Nayagarh & Khurda Branches	1	0	YES/NO
	TOTAL	42	20	

Note: Vendors are advised to visit the above mentioned premises / locations between 11 AM & 4 PM from Monday to Friday before quoting their rates.



FINANCIAL BID

Annexure: B

Financial bid for Deployment of Security Guards (Armed & Unarmed) in various locations under the jurisdiction of LICof India, Bhubaneswar DO

Name of the / Vendor / Firm :

Earnest Money: Rs 7,85,000.00 Last Date of Submission of Bid: 18.3.2024(GeM time)

ITEM RATE SCHEDULE

Base value calculation based on minimum wage rates of CLC Notification dated 26/09/2023; File No.1/8(5)/2023-LS-II and dated 26/09/2023; File No.1/8(6)/2023-LS-II,dt. 26.9.2023.

Group of Personnel=>	Un Armed Security Guards for 8 hours duty for a maximum number of 26 days in a calendar month excluding Saturdays, Sundays and Public Holidays (excluding GST) B AREA (Rs)	Un Armed Security Guards for 8 hours duty for a maximum number of 26 days in a calendar month excluding Saturdays, Sundays and Public Holidays (excluding GST) C AREA (Rs)	Armed Security Guards for 8 hours duty for a maximum number of 26 days in a calendar month excluding Saturdays, Sundays and Public Holidays (excluding GST) B AREA (Rs)	Armed Security Guards for 8 hours duty for a maximum number of 26 days in a calendar month excluding Saturdays, Sundays and Public Holidays (excluding GST) C AREA (Rs)
Basic(Daily rate)	579.00	494.00	637.00	579.00
VDA (Daily rate)	253.00	215.00	278.00	253.00
Minimum wage (Basic+VDA) X 26 (26 is maximum permissible days of duty)	21,632.00	18,434.00	23,790.00	21,632.00
EPF 13% of monthly Basic+VDA limited to Rs. 15,000/-	1950.00	1950.00	1950.00	1950.00
ESI 3.25 % of monthly Basic + VDA	703.04	599.10	773.17	703.04
Bonus @ 8.33% of monthly Basic + VDA subject to Bonus eligibility criteria	0	1535.55	0	0
Base Value per Personnel	24,285.04	22,518.65	26,513.17	24,285.04
No of Persons Required	27	15	9	11
Total Base value per Month (A)	6,55,696.08	3,37,779.75	2,38,618.53	2,67,135.44
SERVICE CHARGE including uniform washing expenses other anticipated expenses inclusive of all expenses to comply with labour laws, overall supervision and other relevant factors. To be quoted in percentage of (A) consistent with GeM. (This is to be converted into per person Service Charge amount for evaluation throughout the term) - (B)	Please write the percentage rate as well as the total amount Rate: _____% Amount Rs. _____	Please write the percentage rate as well as the total amount Rate: _____% Amount Rs. _____	Please write the percentage rate as well as the total amount Rate: _____% Amount Rs. _____	Please write the percentage rate as well as the total amount Rate: _____% Amount Rs. _____
Total Gross Monthly(A+B) =(C)				
Annualized Grand Total(excluding GST) i.e C x 12 (G)				
Monthly figure in words.				
Annualized figure in words.				



Note:

- (1) The difference in subsequent minimum wages rate due to revision of the rates etc. by the Central Labour Commission will be adjusted by the corporation accordingly.
- (2) GST will be paid to the vendor as per applicable rates **& should be consistent with GeM.**
- (3) EMD of selected vendor shall be adjusted to the Performance Guarantee Money, and for others it will be refunded within 30 days from date of finalization of Tender without interest.
- (4) This Financial bid must be accompanied by Annexure-A duly signed and proof of payment of EMD by DD, drawn in favour of LIC of India, payable at Bhubaneswar.
- 5) Even for round the clock duties, a Security Guard can work for maximum of 8 hours a day & maximum number of 26 days in a calendar month, excluding SATURDAYS, SUNDAYS AND PUBLIC HOLIDAYS. For our offices in our own Buildings at Bhubaneswar, Balugaon. Khurda, Nayagarh, Nimapara and Puri the Unarmed security will be for the round the clock. **WAGES WILL BE PAID FOR THE ACTUAL NUMBER OF DAYS HE HAS WORKED ON THE PRINCIPLE OF "NO WORK NO PAY BASIS"**. For remaining days of the month the vendor has to provide 'Relievers' who will also be paid in accordance with Minimum Wages declared through CLC notifications.
- (6) **NO ALTERATION OF CONTRACTOR'S QUOTED RATE OF SERVICE CHARGES** are allowed within the period of contract or extension period. Only in case of increase/decrease in the number of persons engaged, there will be change in the total quantum of Service Charge.
- (7) Refer OM No.F./6/1/2023-PPD ;Date.06/01/2023, issued by DOE, Ministry of Finance, Govt. of India with reference to MINIMUM SERVICE CHARGE in the procurement of Manpower Outsourcing Service.



C. DUTIES OF SECURITY GUARD

- 01.** Safeguarding Corporation's property against theft, misuse, and keeping a watch over the cars, scooters, cycles etc. parked inside the premises/ compound.
- 02.** Preventing unauthorized persons, vehicles etc. or animals from entering the premises; prevent even employees from entering office premises after office hours, without specific permission from the Competent Authority of the office.
- 03.** Taking charge of the personal property found in the Corporation's premises and handing over the same to the authorized / designated officials.
- 04.** Watching the entire premises, manning the main entrance and patrolling the same frequently during the period of duties
- 05.** Observing carefully, while on patrol, pipelines, drainage, electrical fitting and safety installations and taking action against damage, breakdown or wastage if any and bringing them to the notice of Authorized / Designated Officials for further remedial actions.
- 06.** Preventing unauthorized additions or alternations in the premises carried out by outsiders or tenants or employees and reporting the matter to the Authorized / Designated Officials.
- 07.** Performing duties like pumping of water by operating pumps.
- 08.** Locking the main door / gate at the close of office hours and checking that other electrical gadgets are switched off, wherever necessary.
- 09.** In case of theft or damage to the property or any untoward incidents or unusual occurrence, informing the same to Officer I/C or Designated Officials.
- 10.** Wherever required, taking care of keys under his custody and handing over them to the relieving watchman or any other authorized person.
- 11.** Preventing persons from writing, pasting posters etc on the wall and Compound of the property or otherwise disfiguring the same.
- 12.** The Security Guard shall maintain visitor registers and shall place the same before the Authorized Officials for verification.
- 13.** The Security Guard should not leave the place of duty under any circumstances unless and until his reliever / substitute joins or properly reliever i.e. signing in handing over / taking over register.
- 14.** Observing strictly instructions / orders from time to time by the Authorized Designated Officials.
- 15.** Taking the following precautions against fire at the time of closing hours of the office:
 - a) To switch off all electrical equipment and switches etc.
 - b) To switch off gas cylinders, kerosene stoves or other such appliances used in the canteen.
 - c) To check that no inflammable items such as petrol, kerosene etc. are lying in the premises.
 - d) To see that no cigarette or Bidi ends are left shouldering.
 - e) To see that all waste papers are removed from the Office and stored properly in the room meant for it.



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

- a) To raise alarm and muster assistance from neighbouring buildings and passersby.
- b) To contact immediately fire brigade and the police.
- c) To try to put out the fire by using the fire extinguishing appliances available.
- d) To inform immediately the Head of the Office /Designate officials in case of exigencies.

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

18. All Security Guards must be in uniform wearing photo identity cards.

19. The Security Guards must ensure timely switching on / off all the lights, etc. in the premises, garden, and turning off water taps wherever water is flowing etc. every day.

20. Every day Security Guards will have to report at respective Office of deployment and sign the Attendance Register.

21. To perform the duty of attendant as per office need.

22. Gate pass (duly signed by the Competent Authority) must be insisted upon before allowing any office items to go outside the premises.

23. Security Agency will provide with Unarmed Guard for carrying out duties at Offices (as per Annexure A) under the direct control of respective Chief / Sr./ Branch Managers to whom they will report for all matters concerning cash security / security arrangements.

D. Scope of Work – Security & allied Service

The contract shall cover following aspects of the services of LIC, Bhubaneswar Divisional office and offices as specified in Annexure-A . **The contract shall be for a period of Two years. There will be a provision to renew the contract for one more year on existing terms and conditions.** The contractor may, by giving a notice of four months to Corporation terminate the contract. The Corporation may, by giving three months notice to the Contractor terminate the contract. The Contractors/Vendors are to abide by the following terms and conditions within the scope of this tender.

1. The Security & allied services contract shall be for the entire premises/buildings occupied by Bhubaneswar Division & Branch/SO etc. as specified in enclosed Annexure –A, **which is liable to be altered in case corporation opens new offices or requirements as decided by office.**
2. The contractor shall provide security personnel as per number mentioned in Annexure A. The contractor shall engage only such persons who are in the **age group of 18 to 60 years with sound physical & mental health.** A penalty of Rs.500/- per day will be charged per person in case the persons engaged by the contractor absents himself from duty or leaves office before time of duty besides recovery of pro rata wages.



3. Proper and courteous service shall be provided by the Contractor at the offices where the security personnel are deployed and will be responsible for providing services that may be allotted to the personnel by the head of the concerned offices.
4. Expenses incurred due to any damage to LIC property, which in the Corporation's opinion is caused due to the negligence or carelessness or any fault on the contractor's part or that of his manager or servant or agent, shall be recovered from his bills.
5. The Security Guards shall provide sundry assistance [other than desk work] towards office administration, and serve as attendant (non-clerical work) as and when necessary.
6. The contractor shall submit his bills for Security & Allied services monthly, within 10 days from the end of the calendar month. We insist on highest standard in Security & Allied Services. Whenever the quality of Security Services & Allied are rendered below standard the Officer (I/C) at his/her discretion may make a deduction of minimum 5% of the Security & Allied services amount from the contractor's bill after informing the contractor and decision of the I/C will be final. In the event of unsatisfactory service at any point to carry out the terms of this contract, Corporation may forthwith terminate this Security & Allied service arrangements with due prior notice and the contractor shall not claim compensation whatsoever against the Corporation or any of its officers in consequence of such termination. (See termination clause)
7. For the purpose of implementing this contract, the contractor shall engage sufficient number of workers. There shall be Quarterly interchange of personnel deployed in the Divisional Office, Staff Quarters premises and City Branches situated in Bhubaneswar, under intimation to LIC of India. The contractor shall ensure that they observe cleanliness and wear neat and clean uniforms. **The contractor's employees should be provided with suitable proof of identity (Identity Cards, uniforms, etc.) Persons without suitable identity proof are liable to be refused entry into the LIC office premises.**
8. The Corporation may refuse entry into the campus or order eviction of any person falling into any of the following categories: -
 - i. Is suspected not to possess good character.
 - ii. Is found reportedly indulging in activities prejudicial to the interests of the Corporation.
 - iii. Is afflicted/ suspected to be afflicted with any contagious or communicable diseases.



9. It is the exclusive responsibility of the contractor to ensure due and timely compliance with all relevant laws, rules and regulations and other relevant instructions issued by Government authorities from time to time relating to the employment of persons.
10. The Contractor will be responsible for the remuneration of his employees as per Minimum Wages Act, ESI Act, EPF and Miscellaneous Provisions Act, etc. updated from time to time. Remuneration to contractor's employees is to be made within 7th working day of the following month without any linkage to the payment of bill. Proof of salary payment, and details of ESI, EPF deposits are to be produced every month to LIC Bhubaneswar Divisional office OS Department.
11. The service provider shall follow all rules/regulations in force and it will be the sole responsibility of service provider to abide by the provisions of the following Acts as to the workers engaged by him for performance of the service.
- a] Child Labour Abolition & Rehabilitation Act, 2006
 - b] Labour & Employment Act 1972
 - c] Workmen Compensation Act 1923
 - d] Industrial Employment (Standing Orders) Act 1946
 - e] Contract Labour (Regulation & Abolition) Act 1970
 - f] The Minimum Wages Act 1948 & The Minimum Wages Act(Central Rules) 1950
 - g] Payment of Wages Act'1936
 - h] Employees' Provident Fund Act 1952
 - i] The Employees' State Insurance Act 1948
 - j] The Payment of Bonus Act 1965 & Amendment Act, 2015
 - k] Any other Act or Legislation which may govern the nature of Contract / may be introduced later.
- 12. Information Security Policy; Date: 7th January 2015 of LIC OF INDIA is compulsorily binding on all the outsourced personnel along with the service provider.**
13. The Security Guards shall not allow any guest or visitor into the campus, on his own, without the permission of the competent authority.
14. With a view to achieving effective implementation of this Agreement, the Manager (OS) LIC Bhubaneswar Division is entitled to issue instructions, to the contractor and such instructions shall be binding on the contractor.



15. The contractor shall not allot any person to do any job without prior approval of the competent authority & will be responsible to attend all complaints/requirements within the purview of the contract.

16. In all matters relating to or incidental to this Agreement, if there arises any doubt or dispute or disagreement the decision of the Sr.Divisional Manager, Bhubaneswar DO shall be final and binding on the contractor.

17. The Supervisor will keep regular liaison with the OS deptt of Bhubaneswar divisional office.

E. TERMINATION CLAUSE

The contractor may, by giving a notice of four months to the Corporation, terminate the contract. The Corporation may, by giving three months notice to the Contractor terminate the contract. The contract is also liable to be terminated by the Corporation if –

- a) The Agency abandons the work or
- b) The Agency assigns or sublets the work in whole or in part thereof, or
- c) The Agency makes default in proceedings of the work under the contract, at any time during the contract period, and continues to do so even after a notice is issued by the Corporation, or
- d) The Agency becomes bankrupt or insolvent or goes into liquidation or is ordered to wind up or has a receiver appointed on its assets, or
- e) The Agency persistently disregard the instructions issued by the Corporation, or
- f) The Agency fails to adhere to the agreed schedule of the work, or
- g) The information submitted by the Agency in the Tender is found to be incorrect, or
- h) The Agency fails to perform its obligations as per terms of the contract.

In the event of the premature termination by either party to the contract or, expiry of the contract, or, a situation where LIC has agreed in writing to allow the contractor to discontinue earlier, the Service Provider shall be obliged to continue providing the services on the same terms and conditions as provided in the contract, till such time as LIC is able to make any alternative arrangement.



PROVISIONS OF SECTION 33(3) OF THE INSURANCE ACT, 1938 AS AMENDED BY THE INSURANCE LAWS (AMENDMENTS) ORDINANCE, 2014:

In terms of provisions 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 documents and the data base in the custody of contractor in respect of service outsourced by the LIC of India. It shall be the duty of the contractor to provide such documents/statements/information as may be required by IRDAI within such time as may be specified by the IRDAI.

F. ROLE OF CONTRACTED AGENCY IN DEPLOYMENT OF SECURITY GUARD

1. The appropriate payment of wages & other benefits to the workers of the Agency shall be the exclusive responsibility of the Agency & persons so engaged by the Agency shall have no claim whatsoever on LIC.

2. The Agency should issue Identity cards to their employees bearing their photographs which they should always carry with them & make available for inspection to LIC at any time. Agency will provide **two sets of uniforms** to them with Agency logo at their own cost.

3. The Agency shall deploy security guard who are courteous, trained, well mannered & disciplined and should be vigilant while on duty in and outside the Corporation's premises dealing with employees of LIC, workers of other agencies etc. The Security Guard so engaged should observe decency and decorum during the course of their employment in & out of LIC.

4. The Agency will have to follow the norms, rules & regulations, guidelines, standing orders & instructions given by the LIC from time to time.

5. All legal formalities required in engaging personnel will be the sole responsibility of the Agency.

6. The contractor, at its own expense, should provide of proper uniform, Identity cards, name badges & other accessories such as safety shoes, gloves, masks etc. to their engaged security guard. **Two sets Uniform** is mandatory and should be provided within 15 days of awarding the tender and deployment of personnel. The Agency will ensure that the persons on duty are in neat & clean uniform on all days they report for work failing which a penalty of Rs.500/- per worker per day will be imposed/ deducted. The Agency shall issue identity cards and name badges to all the deployed security guard which they shall wear while on duty.

7. The Agency should ensure that no security guard leaves his post of duty in an unauthorized way without a replacement. Agency shall keep replacements ready



for sudden requirements and also for 'Reliever' duty for all such cases where actual days of work exceeds 26 days a month.

8. The personnel engaged by the Agency as security guard should preferably be in age group 18 (Minimum) to 60 (Maximum) years. **No minor should be engaged under any circumstances.**

9. The Security Guard so engaged by the Agency shall be only Indian nationals and their character and antecedents should be checked by the Agency without fail. The Agency should submit the KYC documents of the Security Guard engaged in LIC offices, within 15 days from the date of deployment of such person(s) at their risk and responsibility.

10. The Agency shall change the Security Guard on demand by the LIC of India within 24 hours, if he/she commits unethical acts like sleeping while on duty, intoxication & negligence in performing duties, disobedience, theft, dishonesty, indulgence in illegal activities, unlawful acts, involved in the work other than the allotted one or any other misconduct. Such persons shall not be re-deployed in any of our offices and Guest Houses.

11. The responsibility to deposit EPF & ESIC premium will be borne by the Agency only.

12 It is incumbent upon the Agency to ensure that each security guard execute his duty for prescribed hours and minimum wage is payable for every eight hours duty.

13 The Agency must ensure settlement of wages to all its employees latest by 7th of the following month **without waiting for the settlement of their bills** from LIC of India, failing which a penalty of Rs.5000/- per month will be recovered from the monthly bill at DO Level.

14. The workers / staff of the Agency will have nothing to do with LIC of India and shall have no presumptive right of absorption in the services of LIC.

15. In case the workers engaged by the Agency have any grievances, they will take it up with the Agency without creating any disturbances in the campus/ premises. Under no circumstances agitational means are to be resorted to by the workers of the Agency. The Agency will be solely responsible if the workers engaged by it misbehave or create disturbances.

16. The Agency shall, in case of any theft during tenure of contract agreement, will lodge FIR with police, conduct their own investigation and submit the report findings to the LIC of India. The Agency shall also be responsible to pursue the theft case with police and related authorities.



G. GENERAL CONDITIONS:
(Applicable to Security & Allied Services)

1. The rates quoted will be applicable for the whole period for which the contract is made. All rates are to be quoted excluding GST, which will be reimbursed to the contractor from time to time on production of receipt. **NO ALTERATION OF CONTRACTOR'S QUOTED RATE OF SERVICE CHARGES are allowed within the period of contract or during extension period.**
2. The consideration for Security services shall be as per the Financial Bid format under the scope of this tender (Annexure-B).
3. Income Tax will be deducted as per rules on the gross bill of the contractor for services provided.
4. The contractor will register with the Registrar of concerned State body and furnish the details of registration number. He shall abide by all statutory Acts, Rules and Regulations relevant to this contract issued by the State Government, Govt. of India and local corporation/municipality and any other Competent Authorities authorized to issue / pass directions or orders in all matters relevant to the contract.
5. The contractor shall obtain at his own expense all licenses and permissions which may be required for providing the services and pay all the taxes, dues and penalties hereinafter becoming payable to the Government, Municipality or any other local body by reason of his conducting business .
6. If there is any variation in the quality of material used suitable penalty as may be decided and determined by the competent authority of LIC of India, Bhubaneswar Division or any authorised person or Committee will be levied while settling the monthly bills. Repeated violations will render the contract liable for termination.
7. For any dispute or arbitration decision of Sr Divisional Manager, LIC of India, Bhubaneswar DO will be final & binding upon the contractor.
8. Immediately on completion/termination of the contract, the Security personnel, shall peacefully vacate the premises and handover to the Corporation all articles, equipment, furniture and other fixtures belonging to the Corporation and entrusted in his custody and shall remove all his stores and effects. The corporation reserves right to forfeit the security deposit without assigning any reason.



9. All questions, disputes and / or difference arising under or in connection with this Security & Allied Service arrangement or in any way touching or relating to or concerning the construction, meaning or effect or the terms herein, shall be referred to the sole arbitration of the Corporation or to the sole arbitration of the officer who for the time being is entrusted whether or not in addition to other functions, with the functions of the Corporation by whatever designation shall offer may be called hereinafter referred to as the said officer and if the Corporation or the said officer is unable or unwilling to act, the sole arbitration of some other person appointed by the Corporation or the said officer and willing to act as such arbitrator. The vendor can have no objection to any such appointment to the effect that the arbitrator so appointed is Corporation's own officer or that he was a party to the contract or that he had to deal with matters which relate to this Security arrangement or that in the course of this duties as such officer he had expressed views on all or any of the matters in dispute or difference. The award of the arbitrator appointed shall be final and binding.

10. The Contractor shall not exhibit any signboard, name plate or advertisement within or outside the corporation's office premises.

11. The Workers/staff of the contractor shall have no presumptive right of absorption in the services of the corporation.

12. The corporation shall in no way be responsible for wages, salaries, bonus, gratuity or any compensation, notice pay etc. of the persons employed by the contractor for conducting business at LIC offices. However, designated persons (on behalf of LIC, Bhubaneswar Division) will check the amount paid to the workers are consistent with the Minimum Wage Act, EPF, ESI etc, every month. They will also verify the ESI, EPF deposit challans every month.

13. Nothing herein contained shall purport or operate to declare, assign limit or extinguish whether present or in future in favour of the Contractor any right, title interest whether vested or contingent in the LIC Premises that vests with the Corporation and the Contractor hereby agrees that the LIC Premises is the property of the Corporation that vests in the name of Corporation.

14. In the matter of engagement of the required persons for assisting the Contractor, the contractor shall not appoint any children (child labour) prohibited by statute, to be so appointed.

15. The Corporation reserves the right to ask the contractor to dismiss from the work any person/ employee immediately who may, in the opinion of the competent authority of LIC Bhubaneswar DO, be unsuitable or incompetent or who may misconduct himself and such person shall not be again engaged to work in campus, and the contractor is bound to suitably replace the person within a week of such communication.



16. The Contractor shall keep the Corporation, its Managers/Supervisors and employees safe and harmless and indemnified from and against all losses, suits, damages, cost charges, claims and demands whatsoever including claims under the Workmen's Compensation Act, 1923, the Officers or Servants may become liable to pay for the reason or in consequence of any injury to any person or persons or to any property either belonging to the Corporation or any third party whether resulting directly through any accident or otherwise to life or property while performing the contractual job at LIC of India or when carrying out any repairs or other work pertaining to the LIC office Premises. Such damage, injury or loss to life or property shall be made good and / or as the case may be shall be paid immediately by the Contractor to the Corporation.

17. Upon breach by the Contractor of any of the terms and conditions governing the Scope of the Tender and / or upon the Contractor failing to comply with the directions / orders issued / passed by the local municipality/corporation, the Government of Odisha, the Union Government or any other Competent Authorities and / or upon the Contractor failing to comply with the requisitions issued by the Corporation and / or if in the opinion of the Corporation, the Contractor is not performing the Security Allied service activities in a satisfactory manner and / or if the Contractor is adjudicated insolvent and / or fails to make any arrangement with his creditors and / or if any attachment or execution is levied on any of the property of the contractor, the Scope of the Tender shall be liable to be terminated.

18. Whenever the Scope of the Tender is terminated by the Corporation for any default or deficiency in service, the Contractor shall not be entitled to any compensation whatsoever or for refund of the Security Deposit or any amounts already paid on account of termination of the Tender.

19. The contractor shall indemnify the corporation against all claims which may be made under the Workmen's Compensation Act/Rules there under or under any law or rules of compensation payable in consequence of any accident/injury sustained by any person in his employment for the purpose of Security agreement.

20. The Contractor shall comply with requisitions issued by the Corporation or any Competent Authority pertaining to any matters in connection with the security services by the contractor.

21. The minimum requirement of staff strength is tabulated in **Annexure -A** enclosed here with. Duty hours of each personnel shall be 8 hours. The number & duty time may vary in future depending upon the requirements of LIC of India, Bhubaneswar Divisional office. If the no. of staffs fall short of that specified, and



absentees are not taken care of by substitution, penalty of Rs.500/- will be deducted per day per absentee besides deduction of wage on pro rata basis from the contractor's bill. An Attendance Register of his staffs is to be maintained by the contractor which should be produced for inspection on demand.

22. Authorised representatives of the contractor shall visit Bhubaneswar DO and meet the administrative officials at least once in a month for the purpose of quality control.

23. The contractor or his staff shall not indulge in any act which may hamper the peace or serenity of the office campus of the LIC Bhubaneswar DO or any other Centre or likely to be detrimental to the interests of the Corporation. The Contractor shall be solely responsible for any direct or indirect misconduct on the part of the employees appointed by the Contractor for the purpose of assisting the Contractor in all aspects relevant to this contract.

24. The contractor or his staff shall not use the premises, properties, fixtures, fittings, etc. of the Corporation for any purpose other than those expressly provided in the contract. Staffs of the contractor shall not pass their leisure time in the office premises or use otherwise.

25. The contractor is not entitled to assign or transfer howsoever the benefit or burden of the contract to any other person or firm. **Sub-contracting is not allowed.** There shall not be any provision of running bills.

26. Nothing herein contained shall be construed to create any tenancy in contractor's favour, of any of the Corporation's premises, properties or belongings and the Corporation may of its own motion, upon the termination of the contract, re-enter and retake and resume and retain absolute possession of the Corporation's belongings, both movable and immovable.

27. Any failure or omission on the part of the Corporation at any time to exercise any of its rights under the terms of the contract, shall never be construed as "waiver" and shall in no way impair or affect the validity of the terms and the rights of the Corporation to enforce its right at any time subsequently, with retrospective effect wherever found necessary.

28. The contractor shall indemnify the Corporation for any loss or damage caused to its premises, properties and belongings either willfully or otherwise or for erosion of reputation suffered by the Corporation on account of negligence, wrongful or questionable conduct of the contractor or his staff, whether indulged intentionally or otherwise.



29. In all matters relating to or incidental to this Agreement, if there arises any doubt or dispute or disagreement the decision of the Sr Divisional Manager, LIC of India, Bhubaneswar DO shall be final and binding on the contractor.

30. Every Bidder is required to remit Earnest Money Deposit of Rs.7,85,000/- (Rupees Seven Lakhs Eighty Five Thousand only) only in the form of a Demand Draft drawn on a Nationalized/ Scheduled Bank favouring "Life Insurance Corporation of India" payable at Bhubaneswar. In the event of the Tender being rejected or not being found responsive, the Earnest Money Deposit paid by the Bidders shall be refunded within 30 days from the date of issue of Work Order to the successful Bidder without any interest. The Earnest Money Deposit paid by the lowest Bidder is liable to be forfeited if after submitting the Tender, the Bidder withdraws and / or modifies his / her Tender, or if the successful Bidder fails or neglects to furnish the Security Deposit. For Successful bidder, EMD will be adjusted towards Security Deposit. MSEs registered in NSIC under single point registration are exempted from EMD on production of valid document.

31. The successful Bidder shall have to pay Security Deposit equal to 5% of the Contract Value (rounded off to the next higher Rupees thousand) (based on the contract value of the Monthly Amount as quoted by the successful Bidder in his/her Financial Bid) in the form of a Demand Draft for Security Deposit drawn on any Nationalized / Scheduled Bank in favour of "Life Insurance Corporation of India", payable at Bhubaneswar or Bank Guarantee through any Scheduled Bank, within 15 days from the date of issue of the Acceptance Letter as quoted above. The Security Deposit paid by the successful Bidder will be retained with LIC of India, Bhubaneswar DO without interest and the same shall be refunded to the Contractor upon completion of the Contract, subject to recoveries, if any, towards outstanding dues / charges / compensation /penalties. In the event of failure of the successful Bidder to comply with this requirement, LIC of India, Bhubaneswar DO reserves the right to cancel the award of contract with forfeiture of the Earnest Money Deposit paid by such Bidder.

32. The difference in subsequent minimum wages rates due to revision of the rates by the Central /State Labour Commission will be considered by the Corporation. However, only the difference value of increase / decrease will be taken into consideration. **NO ALTERATION OF CONTRACTOR'S QUOTED RATE OF SERVICE CHARGES** are allowed within the period of contract or in extension period.



H- OBLIGATION OF THE CONTRACTOR: - STATUTORY COMPLIANCE:

33. 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 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 by the Central Govt. and/or any authority constituted by or under any law.

34. 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 ,Payment of 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.

35. 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 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 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.

36. 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.

37. The Service Provider/Contractor must ensure that the wages to the Workers are paid through NEFT within **7th of the following month** according to the prevailing rates which shall not be less than the minimum wages approved by Central Government. 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 rendered 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 7th day of every calendar month for verification, to the nominated official of the Corporation.



38. The Service Provider/Contractor has to submit the attested photocopies of the following documents:

☐☐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.

☐☐Salary sheet 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.

☐☐Challan of deposit of contribution of provident fund of employees' and employers' share, with the appropriate authority.

☐☐Challan of deposit of contribution of ESI of employees' and employers' share, with the appropriate authority.

☐☐Receipt and Statement of Bonus paid to the employees

☐☐Deposit of contribution of provident fund and contribution of ESI of employees and employer should be with a challan separately for LIC of India. It should not contain the contribution of PF and ESI of employees of other organizations being serviced by the Contractor.

☐☐Payment to workers is to be made by NEFT and a copy of Bank account statement of previous month showing debit of wages/benefits in favour of workmen should be submitted every month with the bill by the Service provider.

>>STATEMENT OF WAGES CREDITED TO BANK A/C OF THE EMPLOYED PERSONNEL FROM THE BANK.

☐☐Copy of GST Registration Certificate must necessarily be enclosed.

39. The contractor shall give an undertaking by the 22nd 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.

I-TERMINATION:

40. Corporation can terminate this Agreement by giving three month's written Notice to the service provider without assigning any reason and without payment of any compensation. Corporation also has the right 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 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.



41. 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.

42. If any Complaint received in writing against the contractor/service agency i.e. less payment of wages or any amount is demanded for engagement of the duty, etc. then it will be viewed seriously and if found this complaint truthful then this contract may be terminated immediately.

43. **PERIOD OF CONTRACT:** The agreement will be signed by both the parties within 15 days from the date of issue of Work Order for which the Agency will submit **non-judicial stamp paper of appropriate value**. The contract shall remain in force initially for a period of Two years from the date of Commencement of the Work subject to further extension on the same terms and conditions with mutual agreement by both the parties **subject to satisfactory performance to be determined by LIC authorities**. There will be a provision to renew the contract for one more year on existing terms and conditions. **Any extension granted will require renewal of all statutory registrations**. However, the contract is subject to termination at any time if the services are not found satisfactory by LIC or for any other reason whatsoever by serving 90 days' notice in writing by LIC and 120 days' notice by the Agency..

44. **SECURITY DEPOSIT :** Selected Bidder should submit the deed of Agreement/ Contract with LIC of India, Bhubaneswar Divisional Office duly executed on a non-judicial stamp paper of appropriate value as per the draft conditions provided by LIC of India, within 15 days of receipt of intimation as above. Failure to sign and non submission of deed of agreement and Security Deposit in the nature of **BANK DRAFT or Bank Guarantee through any Scheduled Bank @ 5% of the Contract Value** within 15 days of intimation as above may result in the forfeiture of EMD. However, CORPORATION at its discretion may cancel the tender and the decision will be final and binding.

45. **PAYMENT PROCEDURE:** The payment to the contractor shall be made through NEFT for which they have to submit an enclosed NEFT mandate form along with cancelled Cheque of their Bank Account and a self attested photocopy of PAN Card of the Company/Firm. The Contractor shall submit monthly bills (for calendar month) to The Manager(OS), LIC of India, Jeevan Prakash Bldg., Ananth Vihar, Pokhriput, Bhubaneswar; Pin-751020.

The bills raised should be provided with the following documents for verification and release of payment:



- a. The contractor shall ensure that payment to his workers is made by **ELECTRONIC TRANSFER ONLY (RTGS / NEFT)** and the proof of having credited the same in the respective accounts of the workers hired will be produced along with the bill raised.
- b. The attendance sheet of the Security Guard (Armed & Unarmed) along with the monthly bill duly signed by any representative authorized by the Contractor duly stamped.
- c. **Proof of credit of wages of the Security Guard for the month to their respective Bank accounts.**
- d. **Proof of remittance of ESI** contribution of the Security Guard(Armed & Unarmed) for the month (photocopy of the remittance receipt to be enclosed) (TO BE VERIFIED BY RESPECTIVE BRANCH OFFICIALS AT THEIR LEVEL BASED ON THE ESI CARD/No. ISSUED BY CONCERNED AUTHORITY).
- e. **Proof of remittance of EPF** contribution of the Security Guard (Armed & Unarmed) for the month (photocopy of the remittance receipt to be enclosed) (TO BE VERIFIED BY RESPECTIVE BRANCH OFFICIALS AT THEIR LEVEL BASED ON THE EPF CARD/No. ISSUED BY CONCERNED AUTHORITY)
- f. **Proof of remittance of GST** and other taxes, if any for the month (Photocopy of the remittance receipt to be enclosed).
- g. **Payment pertaining to a particular month will be released only on production of proof of remittance of that month's ESI and EPF of the engaged persons.**
- h. Income Tax or any other applicable taxes shall be deducted at source at the time of payment to the Contractor in accordance with the provisions of the relevant Acts/Rules as applicable.
- i. The Agency will be required to provide its **NEFT details with PAN in enclosed NEFT Mandate Form** along with the tender documents.

46. FUTURE CHANGES IN MINIMUM WAGES : During the contract period, if there is any statutory increase/decrease in the Minimum Wages in accordance with the Minimum Wages notification issued by the appropriate authorities under the Minimum Wages Act from time to time, the increase/decrease in rates of Minimum Wages, ESI and EPF will be effected. However, there will be no change in per person amount of Service Charge quoted by the selected vendor owing to changes in VDA etc during the entire period of the contract. Only in case of increase/decrease in the number of persons engaged there will be change in the total quantum of Service Charge.

47. MOBILIZATION PERIOD: On receipt of work order, successful bidder shall be required to mobilize all resources for commencement of Security guard services (Armed & Unarmed) as per following schedule :

1. Work to commence within 20 days from the date of work order
2. In case of delay in commencement of work from 21 days to 30 days Penalty @double the wages per day per location for delay beyond 20 days



3. In case of delay in commencement of work after 30 days In addition to penalty as (2) above , the Competent Authority may forfeit the EMD, cancel the contract and blacklist the firm.

48. The agency also has to obtain labour license within 30 days of allotment of work order from the respective authority and submit the same to LIC OF INDIA, Divisional Office, Bhubaneswar.

49. PENALTY CLAUSE: It shall be the primary responsibility of the Contractor that work contract is executed as per Terms and Conditions stipulated under this contract to the complete satisfaction of LIC of India.

a. In case the contractor fails to provide replacement of a Security guard (Armed/Unarmed) who is absent, penalty of Rs. 500/- per day per guard will be imposed for each such occasion.

b. The Security guards must be in uniform on all working days, failing which a penalty of Rs.500/- per guard per day will be imposed/deducted.

c. The Agency must ensure payment of wages to all its guards latest by 7th of the following month without waiting for the settlement of their bills from LIC of India, failing which a penalty of Rs.5000/- per month will be recovered from the monthly bill at DO Level. In addition to this, the vendor will be liable and compensate for any legal/ statutory action initiated /penalty imposed against LIC of India.

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

51. 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, Divisional Office, Bhubaneswar, whose decision shall be final and binding on both the parties. The venue of arbitration shall be at Bhubaneswar. The provisions of the Arbitration and Conciliation Act, 1996 shall apply to the arbitration.

52. 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 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.

53. In terms of provisions of Section 33(4) of The Insurance Laws (Amendment) Ordinance,2014, **Insurance Regulatory Authority of India (IRDAI)** if it considers expedient to do so, may direct any person hereinafter referred to as the 'Investigating Officer', to make an investigation as specified under Sec.33(1) or



carry out an inspection as specified under Sec 33(2) of The Insurance Laws (Amendment) Ordinance, 2014, who may examine under oath any Manager, Managing Director or other Officer of the service provider or contractor where the services are outsourced by the Corporation.

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

55. To assist in the examination, evaluation and comparison of bids LIC of India, Bhubaneswar may at its discretion ask the bidder for a clarification of its bid.

DECLARATION

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

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

Date:

Place:

Signature of vendor with seal

**Sr.Divisional Manager
Life Insurance Corporation of India
Bhubaneswar Divisional Office**

Note :

1. GST will be paid as per prevailing Rules of the Govt.
2. Minimum wages shall be based on Central Govt Minimum wages Act. However, the companies are free to pay more but not less. Copy of wage notification must be attached in support of wages quoted in the bid.
3. Minimum wages will be subject to revision from time to time as per existing laws. The vendor has to pay minimum wages prescribed under the Minimum Wages Act, 1948 as notified/revised by Chief Labour Commissioner (C), Ministry of Labour & Employment, Government of India and Payment of compensation for Overtime/weekly off/National holiday/Any other holiday as applicable and amended from time to time.
4. Selected vendors will have to statutorily (as per law) deposit ESI & EPF both for all engaged workmen & this will be responsibility of the vendor.
5. Adherence to statutory requirements is the sole responsibility of the security agency /company.
6. TDS as per rules will be recovered from the amount payable.
7. The Agency service/Administration charges will be as per GeM portal provisions. **In case of more than one lowest bidder built in options of GeM portal to select L1 will be exercised.**
8. **The rates must be given on our prescribed format only, otherwise tender will not be accepted.**



ANNEXURE-C1 (TECHNICAL BID)

**(APPLICATION FORM FOR TENDER FOR SECURITY GUARD SERVICES
(Armed & Unarmed)**

**1.Name of the Agency and Address: -----
(Must have atleast one operational Office in Odisha)**

1(A) Local Address (if any) in

.....

2. Date of Establishment :

3. Status of the Agency :

.....

**(Whether Pvt. Ltd. / Public Ltd. Company /Partnership Firm /
Proprietorship, Copy to be attached)**

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

Sr.No.	Name	Phone No.	Mobile No.	E-Mail Id.

5. Bank details:

a. Name of Beneficiary :

b. Name of

Bank.....

c. Bank branch and address of

Bank.....

d. IFSC Code of

Bank.....



e. Nature / Type of Bank A/C (SB /CC/Current)

.....

f. Account No.

.....

g. MICR Code of Bank :

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

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

7. Since when and how long your Agency/Firm has been dealing in Security Services (Armed & Unarmed):

8. No. of Full Time Security Guards (Armed+ Unarmed) on Roll as on 31.03.2023 :

9. No. of Full Time Sweeper/House Keeper on Roll as on 31.03.2023 :

10. Details of existing clients: (Separate page may be submitted, Anx C2):

11. Has Your Firm/ Organization including partners/Shareholders/Directors ever been blacklisted /prosecuted by any state or any court of Law, if Yes Give Details

12.Whether the agency has network in places as mentioned in Annexure A



13. Statutory Requirements:

Sr. no	Statutory document (certified/ Attested copy should be attached)	Mention the Registration/ Licence no.
I	ESI Registration certificate	
II	Registration under Employees Provident Fund Act, 1952	
III	Registration / Valid Licence under Private Security Agencies Regulation Act, 2005	
IV	Valid Licence under Contract Labour (Registration & Abolition) Act, 1970 and 1971 (Central / State)	
V	PAN CARD	
VI	GST Registration no.	
VII	Income Tax Returns for 3 FYs i.e 2020-21, 2021-22, 2022-23	
VIII	Permission from Police authority for operation of Armed & Unarmed security services (copy to be enclosed)	
IX	Date of obtaining ISO 9001:2008 or ISO 9001:2015 Certificate and its validity (Please enclose photocopy)	
X	Mention any other specialties of your establishment	

14. Details of Tender Fee and EMD :

Details of DD/ Banker's Cheque	Tender Application Fee Rs.590/-	EMD Rs. _____/-
DD / Bankers Cheque		
Date		
Name of issuing Bank Branch		



DECLARATION :

I/ We have read the instructions appended to the Proforma 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/us 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 above. 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 Armed and Unarmed security services at the mentioned premises.

I/ We confirm that the offer is in conformity with the terms and conditions as mentioned In the tender.



ANNEXURE – ' C2 '

DETAILS OF EXISTING CLIENTS OF THE BIDDER

DESCRIPTION	DETAILS
Name of the Company/Institution/Organization	
Address of the Company/Institution/Organization	
Name and designation of contact person in the Company / Institution/Organization	
Telephone (Landline No.)	
Mobile No. :	
E-mail ID:	
Details of services provided during last 3 Financial Years to the above mentioned Company/ Institution/Organization	
Period of Contract	From: To:
Annual Contracted Amount (Rs.)	

Note: The bidders have to enclose photocopies of the Contract/Work Order/Letter of Acceptance/Performance Certificate as a proof of having provided the services to the Company / Institution/ Organization mentioned above.



ANNEXURE-C

APPLICATION FORM OF TENDER

To

The Sr.Divisional Manager,
L.I.C. of India,
Bhubaneswar Divisional Office,
Bhubaneswar.

Sir/Madam,

Re: In the matter of Tender for Security Services (Armed & Unarmed) under LIC of India, Bhubaneswar Divisional office jurisdiction .

Pursuant to your Notice inviting Tender dated _____ and the Conditions, Scope of Tender, Terms and Conditions and all other requirements as mentioned in the Tender Document dated _____ in the matter of Security Services contract (Armed & Unarmed), I/ we, whose names and signature is / are appended herein below representing the Establishment whose Stamp / Rubber Seal is also affixed herein below hereby submit my / our Tender for being appointed as your Contractor.

I / We have inspected office Buildings of Divisional office/Branch Offices/Satellite Offices/Guest house, Customer Zone and and the offices mentioned in annex-A under the jurisdiction of LIC of India, Bhubaneswar Divisional office and I am / we are satisfied with that locations.

I / We agree to keep my / our Tender open for acceptance for a period of one year after the last date of receipt of the Bid and I / we further agree not to revoke my / our Tender at any time during the said period of one year.



I / We hereby declare that I / we have read and fully understood the terms relating to submission of the Tender and I / we hereby state that my / our Tender be evaluated for considering its responsiveness only if I / we have submitted my / our Bid in consonance and in compliance of the terms relating to the submission of the Bid as enumerated in your Tender Document dated 26.2.2024.

I / We hereby state, declare and undertake that if my / our Tender is considered as the most responsive and I am / we are declared as the successful Bidder, I / we shall provide Security (Armed & Unarmed) & allied Services at the rate quoted by me/ us in the Financial Bid.

I / We hereby state, declare and undertake that on being declared as successful Bidder, I / we shall provide Security Services (Armed & Unarmed) in consonance with and strictly in compliance to the terms and conditions governing the Scope of the Tender.

I / We hereby state, declare and undertake that on being a successful Bidder, I / we shall deposit / remit the Security Deposit within the stipulated period of 15 days and execute the Contract Agreement as and when called upon to do so within the period as stipulated therein.

As required in the Tender Document, I / we have attached the Demand Draft(s) towards:

1) Earnest Money Deposit of Rs. _____/- or exempt for MSEs*

*** MSEs registered with NSIC under single point registration scheme.**

(Strike off whichever is not applicable)

I / We do, hereby state and declare that I / we, whose name and signature/s is / are given / appended herein below [representing the Establishment whose Stamp / Rubber Seal is also affixed herein below] have neither filled in this Bid



under any other name or under the name of any other Establishment otherwise nor I am / we are, in any way, related or concerned with the Establishment or any other Entrepreneurs who have filled in the quotation for providing Security Services to LIC of India, Bhubaneswar division and other offices under the same DO.

I / We have filled in the Bid and submitted my / our Bid with the full knowledge of the liabilities and therefore, I / we shall not raise any objection or dispute in any manner relating to any action taken, including forfeiture of the Security Deposit and Blacklisting, for having given any information, which is found to be incorrect and flouting the instructions enumerated in the Tender.

I / We hereby state & declare that I / we, whose name(s) & signature(s) is / are appended below, have neither been prematurely removed by any Organization / Firm nor have rescinded/ abandoned any of my/ our clients before the expiry of stipulated period of such Contract(s).

I / We further agree and undertake that in the event of it being revealed subsequently (after the Scope of the Tender is awarded to me / us) that any information given by me / us in this quotation is false / incorrect, I / we shall compensate the Corporation for any such losses or inconvenience caused to the Corporation in any manner and will not resist any claim for such compensation on any ground whatsoever.

I / We further agree and undertake that in the event the Scope of the Tender is terminated for the reason(s) enumerated in the "Terms and Conditions governing the Scope of the Tender", I / we shall not claim any amount by way of damages or compensation.

I / We further declare that I / we have fully read and understood the entire Tender Document thereof and I / we agree to comply with all the Terms and Conditions mentioned therein in letter and spirit.



In witness of what is stated hereinabove, I / we have put my / our respective signature along with the Rubber Stamp / Seal of the Establishment which I / we represent on this _____ day of _____ 2024.

**Rubber Seal / Signature of the Bidder
Bidder's Establishment**

Place: _____

Enclosed: DD No:



COMPLIANCE REPORT

ANNEXURE-D

To

The Sr.Divisional Manager,
L.I.C. of India,
Divisional Office, Pokhripur,
Bhubaneswar.

Sir,

**Sub: Tender for "Providing Security Services (Armed & Unarmed)
on Contractual basis at Offices under Bhubaneswar Divisional office
(as listed in Annexure-A)"**

I/We certify that I/We have read the terms and conditions of the Tender. I/We undertake that it is my/our responsibility to ensure that being the employer in relation to persons engaged/deployed by me/us to provide the services/activities under this Tender as well as to make the payment of monthly wages/salaries, which in any case shall not be less than the minimum wages prescribed under the Minimum Wages Act, 1948 as notified/ revised by Chief Labour Commissioner (Central), Ministry of Labour & Employment, Government of India or as fixed by Labour Department, Government of Odisha or any other statutory local Authority, which ever is applicable and Payment of compensation for Overtime/weekly off/National holiday/ any other holiday as applicable and amended from time to time.

I/We will also comply with the requirements of various statutes, relevant to this contract, such as Payment of Wages Act'1936, Contract Labour (Regulation and Abolition) Act 1970 & any changes thereto, Contract Labour (R & A) Rules 1971 & any changes thereto, EPF Act,1952, ESI Act (1948), The Industrial Disputes Act 1947, The Equal Remuneration Act 1976, Employees Compensation Act 1923 (Workmen's Compensation Act 1923) , The Payment of Bonus Act 1965 & Amendment Act, 2015, Payment of Gratuity Act 1972, Child Labour (Prohibition & Regulation) Act, 1986 as applicable and as amended from time to time and or any other Rules framed there under from time to time by the Central or State Government and or any other authority constituted by or under any law, for the category of persons deployed by me/us.

I/We also have a valid License under Contract labour (R & A) Act, 1970 to engage contract labourers for providing Security Services (Armed & Unarmed) at Jurisdictional areas of Bhubaneswar Divisional office of Life Insurance Corporation of India. Certified that I/We have fully read and understood the Tender document comprising Notice inviting Tender, , General Conditions, Scope of work, all Annexures attached thereto, etc. and forming a part of the Tender document.



I/We undertake to abide by the terms and conditions as laid down in the Tender document and the Annexures as stated above in case the Scope of Tender is allotted to me/us.

Place: _____

Date: _____

Signature of the Bidder with Rubber Seal/ Stamp



ANNEXURE-E

AFFIDAVIT

(To be given on stamp paper of 100/- and Notarized by successful bidder)

I/We, authorized representative of _____ being Indian Company / Sole Trading Company /Partnership Firm, registered under _____ bearing registration no. _____ having office at _____ do hereby solemnly affirm and state as under:-

Whereas Life Insurance Corporation of India, Bhubaneswar DO has floated a tender for Security Services (Armed & Unarmed) and in respect of the same, I/we being one of the Bidders, confirm that,

I /We strictly follow various laws as mentioned in General Instructions and other pages of this tender.

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

I /We shall at all time indemnify and keep indemnified the 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 personnel of our firm or in respect of any claim, damage or compensation under Labour Laws or any other laws or rules made there under, by any person whether in the employment of our firm.

I /We further state that I /we shall indemnify Life Insurance Corporation of India against all claims, which may be made upon the Life Insurance Corporation of India being employer and it shall be at liberty and is hereby empowered to deduct the amount of any damages, compensation costs, charges and expenses arising or occurring of any claim of damages, from any sum or sums due or to become due to me/us.

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

Signed before me Notary

Signature of the Vendor

**NAME / DESIGNATION AND SEAL OF
THE FIRM / COMPANY**

Date:



APPLICATION FOR PAYMENT THROUGH NEFT FROM AGENCY

Name of the Agency :

.....
(As per Bank A/c)

PAN NO. :
(Compulsory)

Address of Agency :
.....

Phone / Mobile no. :
(FOR SMS Alert)

Email ID :

Agency's Bank name :

Bank Branch Name :

Address of the bank :

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

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

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

--	--	--	--	--	--	--	--	--	--	--

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

.....
Signature of the Agency With seal
Date:



UNDERTAKING

We hereby confirm that we have not been blacklisted by LIC of India or PSU/ BFSI Organization/ Government / Semi Government / Quasi Govt. Departments in India as on date of submission of bid in response to the above.

We also agree with your terms and conditions quoted in tender.

Dated at _ this day of 2024.

Authorized Signatory Signature

NAME:

DESIGNATION:

Name and Address and SEAL OF THE FIRM / COMPANY:



PRE CONTRACT INTEGRITY PACT

General: This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on..... day of the month of2024, between, on one hand, the Life Insurance Corporation of India (hereinafter referred to as “LIC”) a statutory Corporation established under section 3 of Life Insurance Corporation Act 1956 (XXXI of 1956) and having its 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/srepresented by Shri..... .(Hereinafter called the “BIDDER /SELLER/SERVICE PROVIDER” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second part. WHEREAS the BUYER proposes to procure (Name of the Stores/ Equipment/Item/Service) and the BIDDER/Seller/Service Provider is willing to offer/has offered the stores/services and WHEREAS the BIDDER/Seller/Service Provider is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is performing its function under the LIC Act 1956. NOW, THEREFORE, To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:- Enabling the BUYER to obtain the desired said stores/ equipment/ item/service at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS/Sellers/Service Providers to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures. The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:-

1. Commitments of the BUYER

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting on implementation process related to the contract.

1.2 The BUYER will, during the pre-contract stage/evaluation stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the BUYER will report to the “Chief Vigilance Officer” of the Buyer any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.
Commitments of BIDDERS

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



3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract of any other contract with the government for showing or forbearing to show favour or disfavor to any person in relation to the contract of any other contract with the Government.

3.3 Foreign BIDDERS shall disclose the name and address of their Indian agents and representatives in India, and Indian BIDDERS shall disclose their foreign BUYERS or associates.

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

3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized agent of the stores/equipment/items and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries, including officials of the BUYER or their family members, if any, in connection with the contract and the details of services agreed upon for such payments.

3.7 The Bidder will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

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

3.9 The BIDDER/Contractor will not commit any offence under the relevant India Penal Code (IPC) /Prevention of corruption (PC) act. Further, the bidder will not use improperly, for purposes of competition or personal gain, pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

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

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



3.12 If the Bidder or any of the key personnel of the bidder, actively involved in the project is a relative of any of the actively involved personnel of the Buyer, the same should be disclosed. The term 'relative' for this purpose would be as defined in section 2(77) of the Companies Act, 2013.

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

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

4. Previous Transgression

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

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

5. Sanctions for Violations:

5.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any; compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue. (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore. (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER. (iv) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest. (v) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/recession and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER. (vi) To debar the BIDDER from participating in the future bidding processes of LIC for a minimum period of five years which 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):

.....
↓.....

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 of India.

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 LICI 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 BIDDER Name of the Officer:

CEO: Designation Deptt./ Witness

1.....

1.....

2.....

2.....

(Note: Bidder/Seller/Service Provider Stores/equipment/item/service Bidding process/ bid evaluation/process of availing services Appropriate word may be used where ever applicable without altering the purpose /desired intention of



CHECK LIST

Sr.No	PARTICULARS	YES	NO
<u>01</u>	Demand Draft for Tender Fee & EMD enclosed with Technical Bid/ or MSME /NSIC certificate enclosed (if applicable)		
<u>02</u>	All Annexures i.e. A, B,C,C1,C2,D,E,F duly signed and stamped are enclosed		
<u>03</u>	Financial Bid (Annexure B) is duly signed and enclosed in a separate envelope		
<u>04</u>	All Rates in the financial bid are covered with cello tape		
<u>05</u>	Self attested copy of One contract letter of institution of repute		
<u>06</u>	All documents are duly signed & stamped		
<u>07</u>	Self attested copy of PAN Card enclosed		
<u>08</u>	Self attested copy of GST No. Enclosed		
<u>09</u>	Self attested copy of Valid Labour Licence enclosed		
<u>10</u>	Self attested copies of ITR for 3 FYs (2020-21, 2021-22,&2022-23) enclosed		
<u>11</u>	Self attested copies of Turnover Certificate for 3 FYs (2020-21, 2021-22,&2022-23) enclosed		
<u>12</u>	Self attested Proof/Certificate of No. of employees enrolled with the firm as on 31.03.2023		
<u>13</u>	Self attested copy of proof of Office at ODISHA &		
<u>14</u>	NEFT Details along with cancelled cheque Enclosed		
<u>15</u>	Self attested copy of Inforce contract of Security personnel in the State of ODISHA with State Govt/Central Govt/reputed PSU as on the date of bid		
<u>16</u>	Integrity Pact		

Signature of the service provider with seal