



CHENNAI DIVISION II
O.S.Dept., 3rd Floor, Anna Nagar Plaza,
C-47 II Avenue Anna Nagar, Chennai 40. Ph. 23451500



CHENNAI DIVISION II
OS Dept. III Floor, Anna Nagar Plaza,C-47, II
Avenue, Anna Nagar, CHENNAI 600 040.

TENDER FOR WATCH AND WARD SERVICES
for LIC Offices under Chennai Division II.

Issued to M/s.

LAST DATE & TIME OF RECEIPT OF TENDERS : 24.06.2024, 12.30 pm

DATE & TIME OF OPENING OF TECHNICAL BID :24.06.2024, 3.30 pm



TENDER NOTICE

Sealed tenders are invited under Two Bid system (Technical Bid and Financial Bid) from reputed service providers with a minimum of THREE years experience, for providing watch and ward services **at LIC offices under Chennai Division II locations in Chennai and mofussil areas.**

Tender Documents may be obtained from Manager (OS) LIC of India, DO II, at the above mentioned address or can be downloaded from our web site www.licindia.in by clicking “Watch and ward services for LIC, Chennai DO II at Chennai” under the link ‘Tenders’.

Tender Forms will be issued from 03.06.24 to 24.06.24 till 12.00 noon, on payment of Rs.1180/- including 18% GST in cash per set as Non-refundable Tender Fees from OS Dept, III Floor, Anna Nagar Plaza, C-47, II Avenue, Anna Nagar, Chennai 600040 on any working day between 10.00 am and 3.00 pm on week days (Monday to Friday). **Please refer our website www.licindia.in for complete details.**

The filled in applications are to be submitted within 24.06.2024 before 12.30 PM. Technical bid will be opened on 24.06.2024 at 3.30 p.m.

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

Place : CHENNAI
Date : 01.06.2024

SENIOR DIVISIONAL MANAGER

**TENDER FOR WATCH AND WARD SERVICES
FOR LIC OFFICES UNDER LIC CHENNAI DIVISION II.**

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CHENNAI DIVISION II
O.S.Dept., 3rd Floor, Anna Nagar Plaza,
C-47 II Avenue Anna Nagar, Chennai 40. Ph. 23451500

Date: 01.06.2024

Sir/Madam,

Re: Watch and ward service for LIC offices under Chennai Division II(Divisional Office, City Branches and Tiruvallur, Tiruttani, Ponneri, Gummidipoondi, Uthukottai, Sriperumbudur, Pallipet and Minjur) .

We wish to engage the services of an experienced and reputed agency to provide watch and ward services. We would request you to submit the tender forms in the enclosed format, if agreeable to the enclosed terms and conditions (Please go through the conditions carefully), in two sealed envelopes separately super scribed as “ **Technical Bid for watch & ward services**” & “**Financial Bid for watch & ward services**” **both the covers** kept inside a closed envelope and addressed to

Smt. Suja,
Manager (E&OS) LIC of India,
Chennai Division II,
III Floor, Anna Nagar Plaza,
C-47, II Avenue, Anna Nagar, Chennai 600040

so as to enable us to proceed further with the appointment of an agency on contract basis. An amount of **Rs.100000/- (Rs One Lakh only) (Interest Free) towards EMD** by Pay order / Demand Draft in favour of LIC of India, payable at Chennai should be enclosed along with the Technical Bid. For the tender forms downloaded from website, **DD for Rs 1180/- (including 18% GST)** (non-refundable) to be enclosed along with Technical Bid towards the tender fees.

The tenders received shall be short listed based on satisfying eligibility conditions. LIC reserves its right to accept/reject any or all tenders without assigning any reasons thereof. Canvassing in any form will disqualify the applicant. Last date of submission of tender forms is **24.06.24 before 12.30 hours** and tenders (Technical Bids) will be opened on **24.06.24 at 15.30 hours** in the above said address. One authorized representative from your organization may be present during the tender opening session.

Yours faithfully,

SENIOR DIVISIONAL MANAGER

TENDER SCHEDULE

Name of Service	Watch and ward services for the premises occupied by our Offices at Chennai City and Mofussil areas of Tiruvallur, Tiruttani, Ponneri, Gummidipoondi, Uthukottai, Sriperumbudur, Pallipet and Minjur
Duty Hours	8 hours per day. (More than one shift per day is not allowed) Exact timing and place will be mentioned in work order.
Tender Documents	Tender Documents can be collected from OS Dept, III Floor, Anna Nagar Plaza, C-47, II Avenue, Anna Nagar, Chennai 600040 from 03.06.24 To 24.06.24 till 12 noon, on payment of Rs.1180/- (Including 18% GST) by cash or DD in favour of LIC of India. If tender documents are downloaded from our site DD for Rs.1180/- in favour of LIC of India to be enclosed along with technical bid.
Pre bid meeting	A pre bid meeting of the tenderers will be held on 14.06.24 at 11 a.m. at LIC, Divisional Office II, Anna Nagar at the above address. Bidders who prefer to attend the pre bid meeting should send e-mail to os.chennai-do2@licindia.com giving details of their agency and details of person (only one person) attending the meeting. The e-mail should reach us before 13.06.24, 5.00 pm. Modification/amendment in the tender conditions if any consequent to the pre bid meeting shall be published by way of corrigendum in our website only under the heading Tenders.
Earnest Money Deposit	An amount of Rs.100000/- (Rupees One lakh only) (Interest Free) towards EMD by Pay order / Demand Draft in favour of LIC of India, payable at Chennai should be enclosed along with the Technical Bid.
Last Date of Submission of tender	24.06.2024 up to 12.30 hours. Both Technical Bid and Financial Bids must be put inside a sealed envelope super scribed with “ TENDER FOR WATCH AND WARD SERVICES FOR LIC OFFICES UNDER CHENNAI DIVISION II CHENNAI ”. Before submitting the tender in the TENDER BOX kept in the OS Department, it is to be registered with the authorised Official of the OS Department. Technical Bid and Financial bids kept in single cover or kept in unsealed covers will not be considered.
Contract Period	One year, which can be renewed on the same terms and conditions for the second and third years, if the performance of the service provider is satisfactory to LIC.
Notice Period for termination of contract in full or in part	Two month if LIC intends to terminate the services. Four months if the agency intends to terminate the contract.
Validity of Tender	180 Days from the date of opening.
Approx. No. of watch and ward personnel required.	125 per day (The No. of persons may increase or decrease according to LIC's requirements).

ELIGIBILITY CONDITIONS

The eligibility conditions to participate in the tender :-

1. The applicant must have minimum three year experience in providing watch and ward services to reputed organisations. Three years of experience should be under the present registered name and PAN.
2. Applicant must have an average turnover of Rupees Six Crores during the last three financial years. The agency should be a profitable company. The agency should have made profits in at least 3 financial years (FY 2020-21, 2021-22 & 2022-23)
3. The tenderer should have its Head/ Zonal/ Regional/Branch Office in Chennai with suitable training facilities for their personnel and registered under shops and establishment act, Tamil Nadu.
4. The tenderer should be possessing / holding a valid license issued under the Private Security Agencies (Regulations) Act 2005 *valid for Tamil Nadu State and issued in terms of Tamil Nadu Private Security Agencies Rules 2008*
5. The tenderer should possess valid Provident Fund Registration Number, ESI Registration Number and GST Registration Number.
6. The tenderer should also be having on their wage roll minimum 100 watch and ward personnel as on 31/05/2024.
7. The tenders from Individuals / Firms / Organizations (including its partners / Shareholders / Directors) who have been blacklisted / Prosecuted by any department / Statutory bodies in any state or by any Court of law shall not be entertained. An undertaking to this effect should be signed by the authorized signatory and attached.
8. The tenderer should have all the necessary legal / statutory approvals to run security business in the State of Tamilnadu including licenses from and registration with the appropriate authorities, and all facilities and infrastructure as prescribed under the relevant rules and regulations applicable to the business of providing WATCH AND WARD SERVICES.

In addition to the above eligibility criteria, the applicant should follow all instructions and satisfy all other terms and conditions of appointment which is stipulated in this tender.

The bids of bidders not full filling the above or not attaching proof for the above eligibility norms are liable to be rejected.

INSTRUCTION TO THE TENDERERS

(The Bidder must go through the complete Tender document–Technical Bid and Financial bid including Terms and Conditions and understand his/their responsibilities and obligations there under. Seal and Signature of Company’s authorized person to be affixed on all pages)

(The term `Tenderer / Bidder / Service Provider / Contractor’ mentioned in the Tender document shall mean the Company/Firm/Proprietor submitting the Tender.

1. Each bidder shall submit only one tender either by himself or as a partner in jointventure or as a member of consortium. If a bidder or if any of the partners in a joint venture or any one of the members of the consortium participate in more than one bid, **their bids are liable to be rejected.**
2. All the pages of tender forms should be signed by the authorized signatories.
3. All the information as required in the tender document should be filled up in the relevant part and no column should be left unfilled. An incomplete tender document or tender document submitted without Tender fee (if applicable) and Earnest Money Deposit (EMD) will be summarily rejected.
4. The tender must be submitted in two bids (Technical Bid & Financial Bid).
5. **The Technical Bid (Part–I)** envelope must have all the essential documents including necessary Demand Draft (s) on any Scheduled bank in favour of “**Life Insurance Corporation of India**”, payable at Chennai, failing which the tender will be deemed as non-responsive and disqualified for bidding process. The list of documents to be attached with Technical Bid is mentioned in Annexure-III (**Checklist for documents**). The Tenderer must attach all the documents as per Annexure III, failing which his tender is liable to be rejected.
6. Financial Bid envelope (Part–II) should be sealed and should consist of **only the Financial Bid Part-II as per the format furnished in the tender document**. No modification / additional information would be entertained. All the columns to be filled in and none should be left blank or filled with “0, -, do, refer ..etc”. **Tenders not fulfilling these conditions would be rejected.**
7. The tender containing separate sealed envelopes (for **Technical Bid Part–I & Financial Bid Part – II**) should be put inside in a third sealed envelope marked on top " **Tender for WATCH AND WARD SERVICES for LIC offices under Chennai Division II, Chennai**" with the name, address and telephone number of the Tenderer at the bottom of the cover on the left.
8. The complete sealed tender should be addressed to Smt.Suja, Manager (E&OS) LIC of India, Chennai DO II, III Floor, Anna Nagar Plaza, C-47 II Avenue, Anna Nagar, Chennai 40 and submitted only at our DO II OS department before the date and time stipulated in the tender. LIC of India shall not be responsible if the Tenders are delivered elsewhere or are not delivered on time due to postal or any other delays.

9. All overwriting/corrections should be duly signed by the tenderer. No overwriting / corrections should be present in Financial Bid.
10. Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid **will result in the rejection of bid.**
11. Bids must be dropped in the locked tender box available in OS Department, LIC of India, DO II, III Floor, Anna Nagar Plaza, C-47 II Avenue Anna Nagar, Chennai, but not later than the date and time stipulated in the Notice Inviting Tender. Before dropping the tender in the TENDER BOX in the OS Department it is to be registered with the authorised official of the Estates Department
12. Any bid received by LIC of India after the deadline for submission of bids, as stipulated above, **shall not be considered.**
13. Tenderer signing the tender must clearly specify whether he is signing as Sole Proprietor, Partner, under Power of Attorney or as Director/ Manager/Secretary etc., as the case may be.
14. Initially, the contract will be awarded for one year, which may be extended, if the services rendered are to the satisfaction of LIC of India, for the Second and Third year also on the original Terms and Conditions.
15. LIC of India may at its discretion, amend/modify the tender and/or extend the deadline for submission of tenders at any time prior to the last date for submission of Tenders. LIC of India may, for any reason, whether at its own initiative or as a consequence of Pre-Bid meeting or in response to a clarification requested by a prospective Tenderer, modify the tender documents by corrigendum and information thereof will be uploaded only on LIC's website www.licindia.in and shall be binding on all concerned.
16. LIC of India reserves the right to accept or reject any or all the Tenders without giving any notice or assigning any reason and shall not be bound to accept the lowest tender. The decision of LIC of India in this regard shall be final and binding on all.
17. The Contractor/Service Provider shall not employ any person below the age of 18 years. The Contractor/Service Provider shall indemnify LIC of India & its representative (s) from and against all Claims and Penalties which may be suffered by the LIC of India, by reason of any default on the part of the Contractor/Service Provider to observe and / or in the performance of the provisions of Child Labour Prohibition & Regulation Act, 1986 OR any reenactment or modification of the same.
18. The Technical Bids (Part-I) shall be opened on **24/06/24 at 15.30 hrs** in LIC of India, DO II Office, Anna Nagar, Chennai in the presence of Tenderers (or their authorized representative(s)) who wish to be present.
19. The Financial Bids (Part-II) of only those Tenderers, whose technical bid qualify, will be opened, at a later date and time, to be informed by the LIC of India. The Tender Opening Committee (TOC) of LIC OF INDIA shall open only the tenders which are properly sealed. Unsealed or improperly sealed tenders are liable to be rejected. Conditional bids will also be summarily rejected.

20. In case the last date of receipt/opening of tender is declared a holiday the tenders shall be opened on the next following full working day. The time and venue will remain the same.
21. All the **Financial Bids (Part-II)** of Tenderers whose **Technical Bids (Part-I)** have been opened, will be sealed in one envelope, acknowledged by Tender Opening Committee and will be kept in safe custody of LIC of India, DO II Office, Chennai till the date of opening of the same.
22. The Tenders shall be valid for a period of at least six months (180 days) from the date of opening of the tender. If the tenderer withdraws/amends/ impairs/ derogates the tender in any respect during this period of validity of the offer, the EMD is liable to be forfeited. Incomplete, conditional tenders and fax / e- mail/telegraphic tenders are liable to be rejected.
23. In order to satisfy itself about the nature and quality of services rendered by the tenderer, LIC of India may depute its Officer (s) or authorized representative to visit the Institute/ Establishments mentioned by the bidder. Besides, LIC of India may also arrange for verification of any document/ testimonial submitted by bidder in support & compliance of technical criteria as laid down in the tender document. It will be mandatory for the bidder to extend full cooperation to LIC of India so that necessary verification is completed without any delay. In case the bidder fails to cooperate or where after verification it is revealed that bidder does not meet with the criteria as laid down in the Tender Document, then his bid would be considered as nonresponsive and their financial bids will not be processed further and **EMD will be forfeited.**
24. The Technical Bids of those bidders, where LIC of India after its Scrutiny/Inspection/Investigation/Verification is satisfied with regard to compliance of technical criteria as laid down in the Tender Document, will be declared as found responsive.
25. The Financial Bids (Part-II) of only those tenderers whose Technical Bids (Part-I) are found responsive by LIC of India, will be further processed and evaluated.
26. LIC of India will award the contract to the successful bidder whose bid has been found to be responsive as per terms and conditions incorporated in this tender document.
27. LIC of India will communicate to the successful bidder by letter sent through Courier/Registered Post/E-mail informing acceptance of his bid.
28. The Successful bidder will be required to keep a Security Deposit of 10% of the annual value of the contract. The successful Bidder will be required to deposit 10% of the annual value of the contract or submit bank guarantee from scheduled bank for the same value within 15 days of awarding of work. The Security Deposit/Bank Guarantee (for the entire contract period) **will remain with LIC of India throughout the period of contract, including extended period.** This security amount will be refunded without interest to the contractor within 60 days of completion of the contract subject to:
 - (i) Satisfactory Performance of the Contract.
 - (ii) Deduction of any dues payable to LIC on whatsoever account.
 - (iii) Any deduction due on account of Contractors/Service Providers' obligation under the contract and subject to such deductions as may be necessary for making of LIC of



India's claim against the Service Provider.

- (iv) Deduction of any liability/damages incurred by LIC of India, on behalf of the Service Provider/Contractor in the discharge of his/their obligations under this Tender. This Security deposit will not bear any interest of whatsoever kind.
29. The selected Service Provider shall be required to start the services in accordance with the time schedule specified in the work order issued by LIC of India after acceptance of Tender. Extension will not be given except in exceptional circumstances. In case the services are not started on the stipulated date as indicated in the work order, LIC reserves the right to cancel the work order and forfeit the EMD and/or Security Deposit.
30. The selected service provider shall obtain License No. under Contract Labour (Regulation & Abolition) Act, 1970 & Contract Labour (Regulation & abolition Central Rules, 1971 to perform watch and ward service contract in LIC premises.
31. **The service provider/Contractor should affix authorized person's Signature with seal on all pages of the tender as a token of acceptance of the tender procedure, terms and conditions.**

Terms & Conditions

1. The Contractor/Service Provider shall provide services related to watch and ward services, as listed out in "Scope of Service" in page Nos. 18 to 20.
2. The Contractor/Service Provider should possess/hold a valid license issued as per Private Security Agencies (Regulation) Act, 2005 and rules framed there under.
3. The watch and ward personnel should have good health & physique with good eyesight and hearing. They should be in the age group of 25-50 years, with minimum qualification of 9th std., They should have been trained in operating fire fighting equipments and all related security equipments. They should be able to speak in regional language (Tamil). There will be a preliminary screening of the personnel by our officials before deploying their services in our buildings.
4. The shift should be of 8 hour duration. No person should be permitted to work for two shifts continuously. They should be given one day off after every six continuous days of work.
5. The Contractor/Service provider will arrange proper uniform, shoes, torch lights, batteries and rain coat for the watch and ward personnel. The cost of maintenance/replacement shall be borne by the service provider.
6. The service charges quoted in the Financial Bid shall be binding on the Contractor/Service provider throughout the contract period. However LIC will consider and revise the minimum wages or any other statutory payments are revised (increased or reduced) by Governments during the contract period.
7. **PENALTIES:** If the standard of services, as mentioned above or elsewhere in the tender documents is not maintained to the satisfaction of LIC OF INDIA, appropriate penalty will be imposed and amount thereof will be deducted from the monthly bill and/or Security deposit.

8. The Service Provider/Contractor shall be responsible for any loss caused to LIC of India due to negligence or intentional of its personnel deployed by them in performing their duties.
9. The earnest money will be forfeited if (i) the Tenderer withdraws his Tender during the period of Tender validity (ii) the successful Tenderer fails to deposit of security deposit or submit bank guarantee within Fifteen days of award of work. The return/refund of EMD to the unsuccessful/non-responsive Tenderer (s) will be made within 30 days after the successful award of work to the selected bidder whose bid is found to be responsive and lowest. No interest shall be payable on it under any circumstances.
10. In the event of the Service Provider/Contractor not fulfilling the conditions of the contract, LIC of India reserves its right to recover the loss suffered or to totally forfeit the security deposit placed with LIC of India herein above mentioned. The decision of the LIC of India, shall be final and binding on the contractor, in respect of such forfeiture of the security deposit.
11. The regularity of the performance of the service will be the essence and shall form a central factor, while evaluating the performance from time to time. The Service Provider/Contractor shall take all possible steps to ensure and to maintain its performance as determined by LIC of India from time to time. If LIC of India notices that the personnel of the Service Provider/Contractor has/have been negligent, careless in rendering the said services, the same shall be communicated immediately to the Service Provider/Contractor who will take corrective steps immediately to avoid recurrence of such incidents and report to LIC of India.
12. If any personnel of the Service Provider/Contractor indulge in theft, negligence or any illegal/irregular activities, the Service Provider/Contractor shall take appropriate action against its erring personnel and intimate accordingly to LIC of India or LIC of India itself can take action in accordance with law.
13. The Service Provider/Contractor being the employer in relation to personnel employed by it to provide the services under the terms and conditions shall alone be responsible and liable to pay wages/salaries to such persons. The wages/salaries shall be as fixed as prescribed under the Central Minimum Wages Act 1948 for the category of workers employed by it from time to time by the Chief Labour Commissioner (Central), Government of India, Ministry of Labour & Employment. He will ensure compliance of all the relevant labour laws.
14. The Service Provider/Contractor shall issue identity cards in its own name and trading style to its employees deployed for rendering the said services, which at LIC of India's option would be subject to verification at any time. LIC of India may refuse entry into its premises to any employee of the Service Provider/Contractor for not wearing such identity card or not being perfectly uniformed as prescribed by LIC of India.
15. The Service Provider/Contractor will pay the wages as per the Central Minimum Wages Act and pay salary through NEFT for on or before the 7th of every month. The Service Provider/Contractor will be required to submit the details of NEFT made to its employees, deposit challans showing the individual figure of PF and ESI money of workers deposited with appropriate authorities for the previous month along with the monthly bill. A list of PF and ESI with name of employees and amount credited every month should be submitted.

16. The Service Provider/Contractor shall for all purposes and interpretations be the employer of watch and ward personnel at LIC of India, and shall be responsible for all consequences arising out of such employment. In case LIC of India incurs any liability or damages, the Service Provider/Contractor shall at all times indemnify and keep indemnified LIC of India against any such claims or damages on account of injury/disability/death of any of its workers caused while providing the services to LIC of India which may be made under the Employees Compensation Act 1923 or any other Acts or any other 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 the workers of the Service Provider or in respect of any claim, damage or compensation under Labour laws or other laws or rules made there under by any person whether in the employment of the Service Provider/contractor or not who provided or provides the service at premises of LIC of India.
17. The Service Provider/ Contractor shall at all times indemnify and keep indemnified the LIC of India against any claim by any third party for any injury, damage to the property or person of the third party or for any other claims whatsoever for any acts of commission or omission of its employees or personnel during the hours of providing the services at LIC's premises or before and after that.
18. In case the Service Provider/contractor discontinues the contract before the expiry of the period of contract, his Security Deposit shall be forfeited.
19. LIC of India reserves the right to cancel or terminate this agreement by giving sixty days notice in writing without giving or assigning any reason(s) for doing so, and **in the event of the Contractor wishing to terminate this agreement, the Contractor shall have to give at least four months notice to LIC of India in writing** and in either event, the Contractor shall hand over the keys, safety gadget etc. to LIC of India.
20. In the event of the earlier termination by either parties to the contract or expiry of the contract, the Service Provider/Contractor shall be obliged to continue providing the services on the same terms and conditions as provided in the contract, till such time as LIC of India is able to make any alternative arrangement or LIC of India has agreed in writing to allow the contractor to discontinue earlier.
21. LIC of India or its representative(s) shall be at liberty to check at any time, the deployment of personnel by the Service Provider/Contractor in order to ensure that persons deployed by him are performing their assigned duties as per the terms of contract.
22. In case of any pilferage, theft of or breakage etc to the property/assets of LIC of India the Service Provider/ Contractor will be responsible for such losses. LIC of India will be at liberty to deduct the amount of such loss from the monthly bills/security deposit of the Service Provider/ Contractor after holding an enquiry. The decision of LIC of India to this effect shall be final and binding upon the parties. In case of unsatisfactory performance and violation of any condition of the tender/contract, the contract shall be liable to be cancelled and security deposit will be forfeited.
23. The Service Provider/Contractor shall not sub let the contract to any other Concern/Individual. The Service Provider/Contractor shall itself perform the services, all obligations and duties as per tender/contract except with the prior written permission from LIC of India. Neither the benefit nor the burden of the tender/contract shall be assignable /sublet to any other agency.

24. Any dispute arising out of this contract including any clarification as to the intent or interpretation of any of the provisions of these terms and conditions, the same shall be first referred to/sought from the Senior Divisional Manager, LIC of India, Chennai DO II, Chennai whose decision in the matters shall be final and binding on the Service Provider/Contractor. Any other matter relevant to but not covered in the contract shall also be decided by making reference to the Senior Divisional Manager, LIC of India, Chennai DO II, Chennai whose decision will be final and binding on the Service Provider/Contractor.
25. The Service Provider/Contractor shall comply with the instructions provided by LIC of India, OS Dept. Divisional Office II, Chennai from time to time relating to the performance of the services, duties and obligations under this agreement. The services rendered by the Service Provider/Contractor shall be subject to regular review by LIC of India and its decision as to the quality thereof shall be final and absolute.
26. The Service Provider/Contractor shall abide by the rules, guidelines, policies and procedures applicable to LIC at all times during the performance of the services and the regulations issued by the various Government Authorities under whose jurisdiction this agreement will fall, from time to time.
27. The Service Provider/Contractor shall raise the invoice/bill and LIC of India agrees to pay such invoices/bills within 15 working days of receipt and acceptance of the invoice/bill with all required enclosures, as per terms and conditions of the tender/contract. All payments to the Service Provider/Contractor shall be made by NEFT/RTGS subject to deductions, withholding of all applicable TDS and charges from time to time in force.
28. The Service Provider/Contractor represents and undertakes that:
- a) It has full power and authority to enter into the agreement with LIC of India and perform the services and it has the necessary expertise to duly perform the services under this agreement.
 - b) It shall render the services and perform its obligations and duties as per tender accurately and efficiently and in accordance with the instructions, specifications, procedures, standards, guidelines, time frame, as mentioned in this agreement, or as are issued from time to time by LIC of India for the performance of the services to the satisfaction of LIC of India.
 - c) It shall be responsible for its corporate and personal taxes if any, and shall indemnify and hold LIC of India harmless for any liability in this connection.
 - d) It shall be responsible for ensuring that all workers engaged by the Service Provider/Contractor to provide services to LIC of India shall hold at all times the necessary expertise and shall abide by LIC of India's instructions, specifications, procedures, standards, guidelines, and time frames at all times during the performance of the services.
29. LIC of India shall have the right to deduct from the money due to the Service Provider/Contractor, any sum required or estimated to be required, for making good the loss suffered by any employee, by reason of non-fulfillment of the conditions of the contract for the benefit of the employees, non-payment of wages or of deduction made from their wages which are not justified by their terms of the contract or nonobservance of the Regulations.

30. Nothing in this tender shall be deemed to create any partnership, joint venture, agency between LIC of India and the Service Provider/Contractor or their representatives and employees and nothing herein shall deem to confer on any party, any authority to incur any obligation or any liability on behalf of the other party. The Service Provider/Contractor is an independent contractor and not an employee, agent, associate or authorized representative of LIC of India and the Service Provider/Contractor undertakes that it shall not undertake any obligation or liability in the name of or on behalf of LIC of India, whatsoever.
31. Nothing in this tender shall by implication or expression be taken to mean or imply that any of the persons deployed/engaged by the Service Provider/Contractor for rendering the services, are employees of LIC of India or engaged by LIC of India. The Service Provider/Contractor shall be deploying workers who shall be in sole employment of the Service Provider/contractor and Service Provider/contractor shall be solely and fully responsible for the acts, salaries, wages, remunerations or any other statutory liabilities or other payments of the workers. Under no circumstances shall LIC of India be liable for any payment or claim or compensation [including but not limited to compensation on account of injury, death, termination]. In case any liability falls on LIC of India for any reason, the Service Provider/Contractor shall keep LIC of India indemnified against the same. In order to give effect to this, **the Service Provider/Contractor shall incorporate suitable clause in the appointment letters to be issued to its workers mentioning that the workers are employees of the Service Provider/Contractor, a copy of which should be given to LIC OF INDIA for perusal and record.**
32. The Service Provider/Contractor & the workers deployed by him at the LIC of India Premises shall maintain confidentiality of any information in their possession during their working at LIC of India & thereafter.
33. The Service Provider/Contractor shall wholly and solely be liable for all disputes and liabilities in respect of the workers deployed by him/them to LIC of India under this tender.
34. If at any stage, it is revealed that documents/certificates/testimonials submitted by the Service Provider/Contractor are forged or have been manipulated, the work order issued to the Service Provider/Contractor **shall be cancelled** and Security Deposit shall be forfeited without any claim whatsoever on LIC OF INDIA and the Service Provider/Contractor shall be liable for action as appropriate under the relevant laws.
35. Without prejudice to any of the rights or remedies under this contract, if the Service Provider/Contractor dies, LIC of India shall have the option of terminating the contract without compensation to the legal or other heirs of the Service Provider/Contractor.
36. LIC of India, Chennai DO II, Chennai shall accept no liability explicit or implicit for, nor any financial or other consequences arising from sickness, injury, damages or death of the personnel of the Service Provider/Contractor, of the staff members or of any sub-Contractor or agent or of any person performing on their behalf any work under the present contract, including the time spent in travel, nor for any damages which may arise by reason of the neglect or default of any of them.



37. The Service Provider/Contractor shall maintain proper records about the attendance of their staff in the prescribed format as given in the Contract Labour(Regulation and Abolition) Act, 1970 along with Contract Labour (Regulation and Abolition) Rules, 1971 and would ensure that full staff strength is maintained. If due to any exigency, any worker is absent the Service Provider/Contractor should take immediate steps to provide its substitute subject to the compliance of relevant Rules & regulations/laws/ Statute.
38. The Service Provider/Contractor must ensure that the wages to the Workers are paid within the stipulated time period as provided under relevant Rules & Regulations/Law/Statute in force. The Service Provider/Contractor will not link the payment of wages to the workers with settlement of his bills by the LIC of India. The Service Provider/Contractor has to first pay the wages to the Workers and then put up his bill for payment. Payment of bills will be made on monthly basis through RTGS/ NEFT only, provided that the watch and ward services provided were/are satisfactory during the month and subject to deduction of Penalty imposed if any as per terms and conditions of tender/contract. The monthly bill payment will be made subject to following billing process the Service Provider/Contractor submits the attested photocopies of the following documents:
- a) 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.
 - b) Penalty register in respect of watch and wards personnel.
 - c) 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.
 - d) Deposit Challan showing the individual figure of deposit of contribution of provident fund of employees' and employers' share, with the appropriate authority.
 - e) Deposit Challan showing the individual figure of deposit of contribution of ESI of employees' and employers' share, with the appropriate authority.
 - f) Receipt and Statement of Bonus paid to the employees (To be Submitted in the following Month after making payment)
 - g) 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.
 - h) If payment to worker is made by cheque, then 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 / Contractor.
39. The Service Provider/Contractor will deduct eligible ESI contribution (applicable ceiling) and Provident fund contribution of the employees from the minimum wages of the workers at the rate as applicable from time to time and deposit the same with the appropriate authorities along with Employer's contribution of ESI and PF as per the rate applicable from time to time.
40. The Service Provider/Contractor will be liable for getting the Provident fund refunded from the Provident Fund Commissioner of the worker, if he is terminated or dies or leaves the job.



41. The Contractor/Service Provider shall ensure that the personnel are deployed at the buildings, premises of LIC OF INDIA and they observe the timings as prescribed therein or as amended by LIC of India at any time as per requirement. In case the Service provider/Contractor fails to render the services as laid down in the Tender Document, LIC of India may impose penalty as deemed fit.
42. The Service Provider/Contractor himself or their authorized representative must visit the premises/building at least once in a week and/or whenever required and contact the person authorized by the LIC of India, DO II to look into Security matters. Any deficiencies in the services should be rectified immediately when pointed out by such authorized person.
43. The Office will have an approximate requirement of around 125 personnel per day for Chennai City (A Area) and mofussil branches (C Area) and the number may be increased/reduced from time to time as per our requirement. The tenderer should also be able to provide additional personnel at short notice as and when required on same terms and conditions.
44. The persons deployed by the Service provider shall neither claim nor shall be entitled to pay, allowances, perks and other facilities admissible to casual, adhoc, regular/confirmed employees of the LIC during the currency or after the expiry of the contract or otherwise. The persons deployed by the security agency shall not be entitled to be confirmed in the (regular/otherwise) service of the LIC of India.
45. The Service Provider/Contractor shall immediately provide a substitute in the event of any personnel leaving the job due to his personal reasons or not attending the duty.
46. The Service Provider/Contractor has also to ensure that LIC of India is kept harmless and indemnified of any litigation arising out of non-fulfilling of the above norms. If any such non-compliance or violation comes to the notice of LIC of India, it should be the sole responsibility of Service provider to rectify it and Indemnify.
47. The Service provider is responsible for due compliance of laws relating to rendering watch and ward services, payment of statutory wages to the the personnel employed by it including statutory obligations like PF/ESI/BONUS etc. The agency is also liable for payment of statutory taxes and duties. The agency has to indemnify LIC against any claim including statutory wages and payments to statutory authorities.
48. The period of contract is for one year with a provision to renew the contract on the same terms and conditions with mutual consent for the second and third years. Corporation reserves the right to pre-mature termination of the contract / agreement without assigning any reason thereof by giving two months notice before the expiry of the contract period.
49. PROVISIONS OF SECTION 33(3) and 33(4) OF THE INSURANCE ACT, 1938 AS AMENDED BY THE INSURANCE LAWS (AMENDMENTS) ACT, 2015: In terms of provisions of Section 33(3) of The Insurance Laws (Amendment) Act, 2015, the Insurance Regulatory and Development Authority of India (IRDAI), is authorized to verify such books of account, registers, other documents and the data base in the custody of the Contractor in respect of services outsourced by the LIC of India. It shall be the duty of the Contractor to



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

52. Before submitting the tender, the Agencies/Contractors are requested to go through the instructions, terms and conditions on which the work will be awarded and shall be executed by the successful tenderer. The Tenderers may satisfy themselves as to the eligibility and other criteria prescribed therein. No queries or requests for clarifications shall be entertained in this regard. It may also be noted that the terms and conditions specified herein are indicative in nature and the same shall not restrain the Corporation from imposing or requiring the successful Tenderer to agree upon such further or other terms and conditions, or to alter, modify or omit the terms and conditions contained herein, as are considered necessary for the due and proper execution of the work being awarded under this Tender. No deviations / conditions shall be stipulated by the Agency/ Contractor in both technical and commercial bids.
53. The bidder should not have rescinded/abandoned any contract awarded by any of his clients before the expiry of prescribed period of contract. The bidder shall give details of all disputes he/she had with his/her clients and furnish the status thereof.
54. Falsification/suppression of information shall lead to disqualification of the bidder/cancellation of contract even after award of work during the currency of the contract.
55. The contractor shall be responsible for educating its employees about prevention of sexual Harassment at work place and related issues.
56. The tenderer shall not disclose directly or indirectly any information, materials and details of the Corporation's infrastructure / systems/ equipments etc, which may come to the possession or knowledge of the tenderer during the course of discharging its contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The tenderer shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The tenderer shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Corporation . The tenderer shall indemnify the Corporation for any loss suffered by the Corporation as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Contractor and the Corporation shall be entitled to claim damages and pursue legal remedies.
57. The tenderer shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The tenderer's obligations with respect to non- disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.



58. The successful bidder shall give an Affidavit on Notarized Stamp paper of Rs.100/-that they are complying with the provisions pertaining to various Acts as mentioned below. It will be the sole responsibility of the Contractor to abide by the provisions of the following Acts as to the workers deployed by him for performance of the service.
- a] Child Labour Abolition & Rehabilitation Act, 2006
 - b] Workmen Compensation Act 1923
 - c] Labour & employment Act 1972
 - d] Industrial Employment (Standing Orders) Act 1946
 - e] e] Contract Labour (Regulation & Abolition) Act 1970 1
 - f] The Minimum Wages Act 1948 g] Employees' Provident Fund Act 1952
 - h] The Employees' State Insurance Act 1948
 - i] The Payment of Bonus Act,1965
 - j] Any other Act or Legislation which may govern the nature of Contract.
59. Exemption of Tender fees and Earnest Money will be given only to the MSME/NSIC registered bidders. Exemption of tender fee & EMD will only be given to the holder of certificate of Registration under Micro Small and Medium Enterprises Development Act.2006. Also bidders claiming exemption from EMD & Tender fee need to mention Entrepreneur Memorandum number & produce copy of Acknowledgement of Entrepreneur Memorandum or single point registration certificate. No exemption allowed on eligibility conditions.
60. No guard will be given more than one shift per day.
61. If there is any discrepancy in rates quoted in figures and words, rates quoted in words only will be taken for consideration.
62. Adherence to statutory requirements is sole responsibility of the tenderer.
- 63. The tenderer, in the event of allotment of bid in his favour should be in a position to commence the contract (deployment of watch and ward personnel) within a period of 30 days from the date of acceptance of contract.**

SCOPE OF SERVICE

1. To be present on time as per allotted schedule. The outgoing personnel will relinquish his duties only after arrival of next shift guard.
2. To be always in uniform with proper Identity Card to be provided by the Service Provider along with individual identity card, should carry a whistle, torch and a lathi and the movement of the watch and ward personnel must be arranged in such a way that no part of the building remain unnoticed/unattended.
3. To be courteous to the Officers/Employees/Visitors. They should be polite but firm, disciplined, physically fit and alert all the time while on duty.



4. Safeguarding Corporation's property against theft, damage, misuse and keeping a watch over the cars, scooters, cycles etc. parked inside the premises /compound; Preventing unauthorized persons, vehicles, animals etc., from entering the premises; preventing even employees from entering office premises during the night without specific permission of the Head of the Office / without identity card / permission letter;
5. Taking charge of personal property found in the Corporation's premises and handing over the same to the Authorised officer.
6. While on duty, observing carefully the pipelines, electrical fittings, drainage and safety installations and taking action against damage, breakdown, leakage or wastage and bringing them to the notice of the superiors for further remedial action;
7. Preventing unauthorized additions or alterations in the premises being carried out by outsiders or tenants or employees and reporting the matter to the Head of the Office;
8. Performing duties in connection with pumping of water such as operating pumps etc.,
9. No person will be allowed inside the premises without proper identity and checking; Watching entire premises and patrolling the same frequently during the period of duties;
10. No person will be allowed to carry any prohibitive items inside the premises;
11. Carrying out the special orders, works and instructions given by the superiors, confidentially whenever specifically told to do so;
12. Closing and opening of the Office daily as per the instructions of superiors;
13. Checking that all doors, windows, ventilators etc. in the office buildings are properly closed after office hours, locking of the main door at night, checking that the electrical lights and air conditioners and other electrical gadgets are properly switched off, wherever necessary;
14. Informing the AO (OS)/ Security Officer/Head of Branch / Department / Building Supervisor; in case of theft or damage to the property or any untoward incident or unusual occurrence;
15. Ensuring that no person is inside the premises while locking; and switching off the ACs and electrical mains.
16. Taking the following precautions against fire during night time:
 - a) To switch off all electrical heaters, fans, air conditioners, coolers, 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 beedi ends are left smouldering;
 - e) To see that all waste papers are removed from the office and stored properly in the room meant for it;
17. Taking the following action in case of a fire:



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- a) To raise alarm and muster assistance from neighboring buildings / passersby;
 - b) To contact immediately AO (OS), Security Officer, fire brigade and the police;
 - c) To try to put out the fire by using the fire extinguishing appliances available;
 - d) To inform immediately to AO (OS), Security Officer, the Head of the Office or the Head of the Estates Dept.
 - e) Should act immediately in case of fire alarm alert. To identify the zone in the fire panel. Check the fire sensor for any smoke or fire in the area and act promptly to put off the fire. In case of fake alarm immediately inform electrical person on duty to attend the alarm fault.
18. Preventing any person whether employee or others – from writing on the walls of the building or compound, pillars, doors or windows of the building, pasting or hanging notices, hand bills, posters, etc., or otherwise disfiguring the office or compound walls;
 19. Observing strictly instructions / orders as would be given from time to time by the authorized persons;
 20. All entry and exit gates will have to be closed as per the time schedule given by the Competent Authority;
 21. All vehicles will have to be allowed from gate only after thorough checking;
 22. A prescribed register will have to be maintained in each office. Each person allowed will have to enter his / her name, address, date and time of entry / exit etc. in the register. No person will be allowed without proper identity, proper checking and entry in register;
 23. The watch and ward staff must ensure timely switching on / off all the lights, fans, etc. in the premises, turning off water taps wherever water is flowing etc. every day;
 24. Every day watch and ward staff will have to report at Administrative Office and sign the Attendance Register; Persons posted to DO depts.. BOs and SOs should attend the respective dept.'s work assigned by the respective officers.
 25. Gate Pass (duly signed by the Competent Authority) must be insisted upon before allowing any office items to go outside the premises. The watch and ward staff should be properly trained to rescue passengers from lifts in case of life failure, operation of fire fighting equipments, operation of monitoring of baggage scanners and CC TV system.

Declaration regarding Non-blacklisting of Company

(To be submitted on bidders letter head)

I _____ Son/Daughter of _____ Authorised
 Signatory and holding position as _____ of
 _____ do hereby declare that our
 firm/company is not black listed and no enquiries/cases are pending against us by Govt. of
 India / Govt. of Tamil Nadu or any State Governments / Government Bodies, since inception
 of the firm/company. I further undertake that if above declaration proves to be wrong
 /incorrect or misleading our tender/contract stands to be cancelled/terminated.

Place :

Date :

Seal and Signature of Authorized person



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, 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 Chennai II Divisional Office at C-47 III Floor, Anna Nagar, Chennai 600040 (hereinafter called the “BUYER” which expression shall mean and include, unless the context otherwise requires, his successors in office assigns) of the First part and M/s. _____ represented by Shri _____ (hereinafter called the “BIDDER /SELLER” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second part.

WHEREAS the BUYER proposes to procure House Keeping services for Office premises in chennai and the BIDDER/Seller is willing to offer/has offered the Watch and ward Services for LIC offices comes under Chennai Division II.

WHEREAS the BIDDER 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 services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

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

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

Commitments of the BUYER

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



advantage in the bidding process, bid evaluation, contracting on implementation process related to the contract. The BUYER will, during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

All the official so the BUYER will report to the appropriate “CVO” any attempted or completed breach so 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:-

a. 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.

b. 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.

c. 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.

d. BIDDERS shall disclose the payments to be made by them to their Foreign BIDDERS shall disclose the name and address of their Indian agents and representatives in and Indian BIDDERS shall disclose their foreign BUYERS or associates, Agents/brokers or any other intermediary, in connection with this bid/contract.



- e. The BIDDER further confirms and declares to the BUYER that the BIDDER is the original owner of the agency/ firm /company providing Housekeeping Services 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.
- f. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- g. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- h. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- i. The BIDDER/Contractor will not commit any offence under the relevant India penal code (IPC) /Provision of corruption (PC) act .Further improperly, for purposes of competition or personal gain, pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- j. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- k. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- l. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/ stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in section 6 of the Companies Act 1956.
- m. 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.

4. Previous Transgression



a. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged here under or with any Public Sector Enterprise in India or any Government Department in India that could justify; BIDDER's exclusion from the tender process. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit):

- a. While submitting commercial bid, the BIDDER shall deposit an amount Rs. as Earnest Money as applicable/Security Deposit, with the BUYER through any of the following instruments:
- i) Bank Draft of Pay Order in favour of LIC.
 - ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand with in three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
 - iii) Any other mode or through any other instrument (to be specified in the RFP/Tender:
- b. The Earnest Money /Security Deposit shall be valid up to the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
- c. In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- d. No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations:

- a. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any; compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
 - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the bidder.
 - (iv) To recover all sums already paid by the BUYER, and in the case of an Indian



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- BIDDER with interest thereon at 2% above the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% above the LIBOUR (London Inter Bank Offer Rate). If any out standing payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To en cash 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.
 - (vi) 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. To debar the BIDDER from participating in the future bidding processes of LIC for a minimum period of five years which may be further extended at the discretion of the BUYER.
 - (vii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middle man or agent or broker with a view to securing the contract.
 - (viii) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
 - (ix) For feature 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.

The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to(x) 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.

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

7. Fall Clause:

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems/items or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems/items was supplied by the BIDDER to any other Ministry/Department of the Government of India or PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. Independent Monitors:

The BUYER has appointed (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission. Name address of the Monitor(s):



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1. **Sri. Kala Chandrahas, IRS (Retd.)**

G-1, Reliance Homes, 8-2-547/R, Road No-Banjara Hills, Hyderabad-500034
Email- kchandrahas@yahoo.com Ph: 040- 23354178, Mob: 8008449678

2. **Sri. GV Krishna Rau**

Ex. Addl. Chief Secy & Development Commissioner of Govt. of India
Villa 116, The Retreat, Tharabana Halli, Chikkajala Post, Bangalore- 562157
Email- gvkrishnarau@gmail.com Mob: 9880240080

a. 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.

b. 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/ Contractor as confidential.

c. Both the parties accept that the Monitors have the right to access all the documents relating to the project/ procurement, including minutes of meetings.

d. As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the Authority designated**by the BUYER.

e. 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 Sub contractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

f. 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.

g. The Monitor will submit a written report to the designated authority**of BUYER / Secretary in the Department/ 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.

9. **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.

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

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



11. **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.

12. **Validity:**

- a. The validity of this **Integrity Pact** shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/ Seller, including warranty period, whichever is later. Incase BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- b. 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.

The parties here by sign this Integrity Pact at.....on.....

BUYER

Name of the Officer

Designation

Witness

1.....1.....

2.....2.....

BIDDER

Deptt./MINISTRY/PSU

(*Provisions of these clauses would need to be amended/ deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.)

** Please specify the “Name of Authority” in place of “Authority Designated” wherever mentioned in the Agreement)

MSME Questionnaire

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



TECHINCAL BID
INFORMATION OF AGENCY

1	Name of the Agency/Company	
2	Status of Firm (Individual/Sole Proprietor/Partnership/Pvt. Ltd/ Public LtdEtc.,)	
3	Local address & E-mail	
4	If the head office is other than in (3)above, give the address of the same	
5	Contact number of the agency(Local)	
6	Name of the contact person and his contact Phone No.(Local)	
7	Date of incorporation of the agency	
8	Registration /License Number (Under “The Private Security Agencies (Regulation) Act 2005 and its validity	
9	License No. under Contract Labour (Regulation & Abolition) Act 1970 & Contract Labour (Regulation & Abolition) Central Rules 1971 of existing contracts.	
10	P.F. Registration No.	
11	ESI Registration No.	
12	PAN No.	
13	Service tax registration No	
14	Regn.No. under Shops and Establishment act Tamil Nadu.	
15	Number of full time watch and ward personal on roll (as on 31.05.24)	
16	Number of clients availing your watch and ward services currently as on 31.05.24. Please attach proof as per Annexure I.	
17	Turn Over for last three financial years as per audited final accounts. a) 2020-21 b) 2021-22 c) 2022-23* Average turnover of three years =Rs	
18	Bank Account Details to refund/make payment through NEFT. ** a). Name as in Bank Records: b) Name and address of Bank: c) Type of account (Current /SB) d) IFS Code of Bank e) Account No.	



TECHNICAL BID (PAGE 2)

19	Indicate, if involved in any litigation-Any suit/litigation pending in respect of the erstwhile contract undertaken by you – Please furnish details.	
20	Details of past experience No. of clients. Total No.of employees Value of each contract. Attach separate sheet.	
21	Furnish the details of contracts annulled or broken before the end of the agreed contractual period, if any.	
22	Mention any other specialization of your establishment	

*Those bidders whose accounts have been audited and IT returns filed for f.y. 2023-24 can submit audited accounts and IT returns from 2021-22 to 2023-24.

** The bidders are advised to fill the bank account details correctly without omitting any digit, as the same is used for refund of EMD through NEFT. LIC cannot be held responsible for the wrong payments if any, due to the error/omission in filling bank details by the bidders.

SIGNATURE WITH SEAL

Annexure I (With Technical Bid)
DETAILS OF EXISTING GOVERNMENT, PSUs or CLIENTS FOR MORE THAN 25
WATCHAND WARD PERSONNEL EMPLOYED AS ON 31/05/2024

Name and Address of the Company	Name, designation of contact person with telephone no. and email	Date of award of Contract and contract period	Number of workmen and supervisor deployed	Total Annual Contract Value Rs. (In lacs)

(Please give the above information separately on company’s letter head and also attach letters from each of the above clients mentioning testimony of the work undertaken under security/watch and ward contract for their respective sites) .



FINANCIAL BID FOR WATCH AND WARD SERVICES - Page 1.
(To be filled and kept in a separate sealed cover)

S.No.	Particulars	Watch and ward personnel (Including Ladies) without arms FOR 'A' Zone	Watch and ward personnel (Including Ladies) without arms FOR 'C' Zone
		Per shift of 8 hours Rs.	Per shift of 8 hours Rs.
		1	2
1	Basic	637.00	494.00
2	VDA	311.00	240.00
3	EPF (As per rules)	75.00	75.00
4	ESI (As per rules)	0.00	24.00
5	TOTAL (S.No.1 to 4)	1023.00	833.00
6	Service Charges etc. (Inclusive of allcharges other than Bonus) TO BE QUOTED BY THE BIDDER		
7	TOTAL Rs.		
8	18% GST on S.No. 7		
9	Total Rs.		
10	Total in words		

Please note that S.No.1 to 4 and 8 will be paid as per Government rules. Quoting less would not be considered. The Basic, VDA, EPF as per Central Minimum wages with effect from 1/04/24 vide order dt. 1/4/24 of Chief Labour Commissioner(C), New Delhi are already filled. Please fill the details from S.No. 6 TO 10 carefully after reading the points mentioned in page no. 41 below.

*** Break up costing of Service charges (Please refer Fin. bid page -2)**

S.N.	Details of Expenses/charges	Amt.in Rs. Per person per shift.
	Total Should rounded off to rupeeand tally with S.No.6 above.	

Date:

Name:

Designation:

Address :

Signature of Tenderer with seal

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



FINANCIAL BID FOR WATCH & WARD SERVICES - Page 2.

- Minimum Wages shall be based on the prevailing Central Act w.e.f. **01.04.2024**. The companies are not allowed to pay less than Central Minimum Wages. EPF, ESI contribution to be paid for personnel employed by the tenderer shall be responsibility of tenderer and should be as per latest salary ceiling and amendments as and when done by the respective authorities.
- For every six days one day off should be given. The rates quoted in the S.No. 6 (Service Charges etc.) shall be inclusive of cost of uniform, training, patrolling, other overheads, profits etc., and taxes if any other than GST whatsoever payable. The Service Charges should be quoted in integer and it should not be less than 3% of S.No.5 (i.e total of Basic+VDA+EPF+ESI Per person per shift)
- Minimum Bonus as per bonus act will be reimbursed to the company when due on production of proof of bonus paid to its personnel. However companies preferring to pay over and above the minimum bonus should include the additional amount proposed to be paid in the service charges S.No.6 in the financial bid.
- Bids of Tenderers quoting **NIL OR LESS THAN 3% OF S.NO.5 AS SERVICE CHARGES WILL BE REJECTED.**
- The Financial bid should strictly be as per the given format given in the tender. Tenderers should quote **PER SHIFT CHARGES ONLY**. The Service charges under S.No.6 of Financial Bid should be in integer (no paise should be mentioned) . The bids quoting **MONTHLY CHARGES** or any deviation from the given format **WILL BE REJECTED.**
- Merely quoting the lowest rate alone will not confer any right to such tenderer seeking acceptance.
- In case of more than one eligible bidder quoting the lowest rate, LIC reserves its right to evaluate the financial bid comprehensively on the basis of better technical qualification
 - a). Average turnover for last three years in manpower supply -40% weightage.
 - b). Number of completed years experience in the relevant field – 30% weightage and
 - c). No. of Government, PSU and other clients engaging more than 25 personnel as on 31.05.24 - 30% weightage).Company having maximum on each category will get full points and others will get proportionately.

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

Date:

Name: Designation:

Address :

Signature of Tenderer with seal



ANNEXURE II

FORMAT OF BANK GUARANTEE TO BE SUBMITTED BY THE SUCCESSFUL BIDDER

Instruction to the Bankers : This Bank Guarantee to be executed on appropriate value stamp paper and directly sent to LIC by Registered A.D.Post.

SPECIMEN OF BANK GUARANTEE

To,

Life Insurance Corporation of India,
CHENNAI DIVISION II
O.S.Dept., 3rd Floor, Anna Nagar Plaza, C-47
II Avenue Anna Nagar, Chennai 40

Dear Sirs,

M/S. _____ (Name of the Bidder with address),
(hereinafter called as "Bidder") have been entrusted the contract for watch and ward services by Life Insurance Corporation of India, (constituted under Insurance Act, 1938 and 1956) having its Chennai Division II office at Anna Nagar Plaza, C-47 II Avenue, Anna Nagar, Chennai 600040, as per Order dated _____ and tender dt. 01/06/24 for providing watch and ward service to its offices located in Chennai.

AS per the tender conditions for execution, the Bidder is required to deposit Bank Guarantee of Nationalized Bank/Reputed Scheduled Bank, to the extent of 10% of the annual value of the contract.

_____ Bank is executing the guarantee on behalf of the Bidder and undertakes full responsibility to indemnify Life Insurance Corporation of India, for Rs. _____ in case of default in performing any of the terms and conditions of the tender and the order dated _____.

THE Bidder has approached us and at their request and in consideration of the promise, we _____ Bank, a body corporated, constituted under _____ Act, 19..... having its Head Office at _____ and a branch at _____ (hereinafter called the "Bank") have agreed to give such guarantee as hereinafter mentioned in your favour.

WE, _____ Bank, do hereby undertake to indemnify Life Insurance Corporation of India to the extent of Rs. _____ (Rupees _____ Only) against any loss caused to or suffered by Life Insurance Corporation of India by

:1: reasons of non-performance, poor performance, etc.. in terms and conditions of the tender of



भारतीय जीवन बीमा निगम

contract and against any loss caused to or suffered by Life Insurance Corporation of India towards the poor quality and undertake and agree with you that in the event of Life Insurance Corporation of India being satisfied that the default has been made by the Bidder in performing any of the terms and conditions of the tender and/or in payment of any money payable to Life Insurance Corporation of India, we

_____ Bank shall on demand pay to you without any demur in such manner as you may direct the said amount of Rs. _____ (Rupees _____ Only) or such portion thereof not exceeding the said sum as you may require or is payable to you by the Bidder for all or any such default and you can look to us as the Principal Debtor.

THE guarantee herein contained shall not be determined or affected by any dissolution or change of constitution or insolvency of the Bidder _____ (Name) but shall in all respects and for all purposes be binding and operative until full payment of all monies due to you in respect of such liabilities is received by you to secure your ultimate dues in the promises.

WE further agree that we shall not be discharged or relieved from this guarantee herein contained by any arrangement made between the Bidder and Life Insurance Corporation of India with or without our consent or by any forbearance/indulgence and/or any act or omission/commission on your part, will not vitiate our liability under this guarantee.

WE, _____ Bank lastly undertake not to revoke the guarantee during its currency except with the previous consent of Life Insurance Corporation of India in writing.

Notwithstanding anything contained hereinabove, our liability under the guarantee is restricted to Rs. _____ (Rupees _____ Only) and will remain in force till _____. Unless a demand or claim is made on us in writing on or before _____, all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all our liability under the guarantee thereafter.

Dated at _____ this _____ day of _____ .

:

SEAL:

AUTHORISED SIGNATORIES



Annexure III

Self attested copies of documents to be enclosed along with the TechnicalBids:

1	Agency Registration/Incorporation certificate.
2	License issued Under THE PRIVATE SECURITY AGENCIES REGULATIONACT, 2005.
3	License under Contract Labour (Regulation & Abolition) Act, 1970 &Contract (Regulation & Abolition) Central Rules, 1971 obtained for any one of the existing contract.
4	Status of the Agency(Individual/Sole Proprietor/Partnership/Pvt. Ltd/PublicLtd. etc) and related document copies.
5	Proof for PF Registration number
6	Proof for ESI Registration number
7	PAN Copy
8	Copy of Registration Certificate of GST
9	Copy of registration under shops and establishment act. T.N.
10	Income tax returns for the past 3 financial years filed.
11	Audited Final Accounts for the last three financial years.
12	Details of organizations where you are providing watch and ward servicescurrently, with nature of duties & period of contract. Attach proof for the current contracts with reputed organizations including Government andPSUs as per annexure 1 and submit copy of proof.
13	Proof of No. of watch and ward personnel employed by you.
14	Declaration confirming non-blacklisting and no pending cases/enquires bythe Govt. of India / Govt. of Tamil Nadu or any other Government Bodies.
15	MSME/NSIC Certificate if claiming exemption of Tender fee and EMD.
16	Bank Details