

# TENDER DOCUMENT

For hiring of

**Personnels on Contractual basis at different offices under  
HOWRAH Divisional office.**

**Life Insurance Corporation of India,  
HOWRAH DIVISIONAL OFFICE**

**JEEVAN GANGA BUILDING, 16 HARE STREET, KOLKATA-  
OS Dept, 6<sup>th</sup> Floor. 700001**

## NOTICE INVITING TENDER

**Re: Tender for personnels for deployment at our Divisional office , various Branches ,  
Satellite Offices and other allied buildings under HOWRAH DO.**

Tenders are invited on GEM Portal from the eligible vendors/Service providers for providing manpower for :-

1. Watch & Ward Services
2. Security Personnels without arms

Date of Issue: As per GEM  
Last Date of submission: As per GEM.

Eligibility criteria at the time of furnishing TECHNICAL BID:

1. The bidder Company/Firm must have a valid Labour Licence( Registration Certificate Of Contract Labour Regulation and Abolition Act-1970). (Self attested copy has to be submitted).
2. The bidder Company/ Firm must have experience of at least 3 Years ( as on 01.09.2024) in the field of Watch & ward services, Security Personnels without arms service.
3. The bidder company/Firm must have minimum strength of 150 ( One Hundred fifty only ) Housekeeping/Sweeping Service, Watch & ward services, Security Personnels without arms enrolled in three individual clients as on 01.09.2024. ( Enclosed Certificate)
4. The Applicant must have a proven track record with 03 ( Three) reputed clients like Govt. Department, Public Sector Company, Govt. Autonomous Organisation, And Preferably IN LIC OF INDIA in rendering Housekeeping/Sweeping Service, Watch & Ward /Security Guard Services of at least 150 nos for Housekeeping/Sweeping Service, Watch & Ward and security guard without Arm) . Work order certificate of Three clients along with contract numbers to be enclosed.
5. Minimum Annual Turnover of the Bidder Company /Firm must be Rs. 5,00,00,000 and above.
6. The bidder company / Firm must have a valid PAN Card issued by Income Tax Department and G.S.T. Registration ( Self attested copy to be attached ).
7. The Bidder company/Firm must have an office in any of the Districts of KOLKATA , HOWRAH , HOOGHLY, NORTH 24 PARGANAS, SOUTH 24 PARGANAS, PURBA MEDINIPUR and PASCHIM MEDINIPUR in West Bengal. ( Self attested copy of Professional Tax enrollment certificate has to be enclosed )
8. The bidder Company/ Firm as an employer must be complying with all the statutory requirements such as Payments of Gratuity Act, ESI, EPF etc. as applicable to them and any other Local/State/ National statutory requirements ( Self attested copy of ESIC, EPFO Registration certificate has to be enclosed).
9. Applicants registered as MSME/NSIC are exempted from depositing EMD subject to attachment of self attested copy of the relevant certificate from the concerned Department of Govt. Of India to the effect with Technical Bid.
10. Self attested copy of Registration under Shop and Establishment Act to be enclosed.
11. Turnover of the Company/Partnership/Proprietorship for the financial year 2020-21 2021-22, 2022-23 alongwith Audited Financial Statement( Income Statement, Profit/loss Accounts, and Balance Sheet) to be enclosed.
12. Self attested copy of Income Tax Assessment Order/ Copy of IT Returns for the last three previous years 2021-22, 2022-23, 2023-24 to be enclosed.
13. An affidavit sworn by the Proprietor or Managing Partner, Director or person heading the Company that they have no criminal antecedents , never black listed and no case filed against them for any misconduct by any client from any Govt. , Semi Govt. , or any PSUs or company of repute and shall not place any security guard and watch & ward staff with criminal antecedents to be enclosed.
14. Self attested copy of valid Trade Licence to be submitted .
15. The tenderer submitting the tender shall be deemed to have read and understood the terms and conditions , **scope of work and quote accordingly.**

Signature with seal of the vendor

16.LIC Of INDIA reserves the right to call for missing/additional requirements or otherwise from the applicant at the time of processing Technical Bids received in response to this notice.

17.Agency will have to submit unconditional acceptance of Terms and Conditions enclosed with Tender.

18.The Sr. Divisional Manager , LIC Of India, Howrah Divisional Office reserves the right to reject any or all tenders/ issue the tender to any Agency at his sole discretion without assigning any reason thereof.

19.The successful applicant has to submit the permission to carry on the business of Watch & Ward/Security Services by ADG( law of order) .

20.License of Private Watch & Ward Agencies Regulation to be submitted.

21.The bidder should not have defaulted in providing similar services and should not have been black listed with any office of LIC OF INDIA or any other establishment on the date of submission of tender. A declaration in this regard will have to be executed with the blacklisting declaration on a non judicial stamp paper of Rs.100/- in the following format.

22.The bidder must be a profitable organisation/ agency to be proved by documentation.

23. All documents relating to Technical Bid only are to be submitted in hard copies in sealed envelop apart from uploading those documents in GeM Portal.

24. LIC/Corporation means LIC of India, Howrah Divisional Office  
and Vendor/Agency/Service Provider/Bidder/Tenderor/Contractor means participating Bidder of this Tender.

Signature of the Vendor with seal

AFFIDAVIT

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

I/we , authorized representrative of \_\_\_\_\_ being Indian Company/Sole Trading Company /Partnership Firm , Registered under Govt. Of West Bengal bearing registration No. \_\_\_\_\_ having office at \_\_\_\_\_ do hereby solemnly affirm and state as under :-

Whereas Life Insurance Corporation Of India , HOWRAH Division has floated a tender for contractual personnel Services and in respect of the same, I/We being one of the Bidders,confirm that----

I/We strictly follow various laws as mentioned in General Instructions and other pages of 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 PSUs for beach of agreement. I/We shall at the time indemnity 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 Wage Act;Payment of Bonus Act;Employees Provident Funds & Miscellaneous Provisions Act;Payment of Gratuity Act; Payment of Minimum Wages Act ; Employee's State Insurance Act or any other Act(s) or Statutory modifications thereof or otherwise for or in respect of any claim for damage or compensations 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 thereunder, 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 damage, compensation costs , charges and expenses arising or occurring of any claim of damage , from any sum or sums due to or will become due to me/us.

I/We state that Life Insurance Corporation Of India will consider 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 remedies available in this contract.*

*Signature of Vendor ( Seal)*

*Signed before me Notary ( Seal)*

**Annexure – A ( Location wise Requirement of Contractual Personnels under different categories ):-**

SL NO.	Name of The Office	Office Address	Nos.Of Watch & Ward	Security ( Without Arm ) (Nos)	Total proposed deployment
01.	Jangipara Branch Office	AT & PO:Jangipara, Hooghly-712404	3	1	4
02	Tarakeswar Branch Office	Post Office Road, PO:Tarakeswar. Hooghly-712410	2	1	3
03	Singur Branch Office	Satmandirtala, PO:Singur, Hooghly-712409	2	1	3
04	Arambagh Branch Office	Gourhati More, PO:Arambagh, DT:Hooghly-712601	2	1	3
05	Pandua Branch Office	2nd Floor, Opposite BDO Office, Station Road, PO:Pandua, Hooghly-712149	1	1	2
06	Bagnan Branch Office	Jayanti Bhaban, College Road, Khalore, PO:Bagnan, Howrah-711303	1	1	2
07	Chanditala Satellite Office	PO:Chanditala, Hooghly-712702	NIL	1	1
08	Dhaniakhali satellite Office	PO:Dhaniakhali, Hooghly-712302	NIL	1	1
09	Haripal Satellite Office	PO:Haripal, Hooghly-712403	NIL	1	1
10	Kamarpukur Satellite Office	PO: Kamarpukur, Hooghly-712612	NIL	1	1
11	Saidpur Satellite Office	PO:Saidpur, DT:Hooghly-712415	NIL	1	1
12	Khanakul Satellite Office	PO:Khanakul, Hooghly-712406	NIL	1	1
13	Mogra Satellite Office	PO:Mogra, Hooghly-712148	NIL	1	1
14	Shyampur Satellite Office	PO:Shyampur, Howrah-711314	NIL	1	1
15	Amta Satellite Office	PO:Amta, Howrah-711401	NIL	1	1
16	Udaynarayanpur Satellite Office	PO:Udaynarayanpur, Howrah-711226	NIL	1	1
17	Munsirhat Satellite Office	PO:Munsirhat, Howrah-711410	NIL	1	1
	Total		11	17	28

**Terms & Conditions for Bidders:**

**Information for Bidders**

1. This Contract includes for providing Watch & Ward and Security Service without arms or any or all services and any extra/deviated services which may be required during the currency of contract, pertaining to subject matter as mentioned below:

**2. Duty Hours & Other Specification:**

Type of job	No of Days in a Month	Timings	Remarks
Watch & Ward	22 Days	9.00 AM – 6.00 PM ( INCLUDING 1 HOUR RECESS )	Watch & Ward Service is required in week days (Excluding Saturday & Sunday) for 22 days in a month
Security ( Without Arm )	22 Days	9.00 AM – 6.00 PM ( INCLUDING 1 HOUR RECESS )	IN CASE OF SHIFT DUTY, DUTY HOURS WILL BE CONTINIOUS 8 HOURS

## **Scope of work of Watch & Ward.**

- i. To open Offices in the morning and close offices after office hours.
- ii. To open and close window panels, To Switch On/Off all Lights, Fans, PCs, Other Electrical Gadgets and AC switches before/after open/close of office hours.
- iii. Cleaning and Dusting of Tables/Chairs, Cash Counters, Windows/Doors, Glasses and other related jobs to improve the Office Ambiance.
- iv. Serving Water and Tea to Office Staff and Job of Attendant/Peon throughout the office hours and any other work assigned by the office
- v. Any to and fro movement for submitting papers, bills etc to various offices
- vi. To keep close watch on fire safety measures and inform Police/ Fire Brigade/ On duty Security Service Workman/ Agency Manager and authorised officials in case of outbreak of Fire
- vii. Wherever required taking care of Keys under their custody.

## **Scope of work of Security ( Without Arm ).**

1. Safeguarding Corporation 's property against theft,misuse, and keeping a watch over the cars,scooters,cycles etc parked inside the premises/compounds
2. Preventing unauthorised persons, vehicles etc or animals from entering the premises; prevent even employees from entering after office hours , without specific permission from the competent authority.
3. Taking charge of the personal property found in the corporation's premises and handing over the same to the authorised/designated officials.
4. Watching the entire premises, manning the main entrance and patrolling the same frequently during the periods of duties.
5. Observing carefully, while on patrol,pipelines, drainage ,electrical fitting and safety installattions and taking action against damage,breakdown or wastage if any and bringing to the notice of authorised/designated officials for further remedial actions.
6. Preventing unauthorised additions or alterations in the premises carried out by outsiders or tenants or employees and reporting the matter to the authorised/designated officials.
7. Performing duties like pumping of water by operating pumps.
8. Locking the main door/gate at the close of the office hours and checking that other electrical gadgets are switched off, wherever necessary.
9. In case of theft or damage to the property or any untoward incidents or unusual occurrence , informing the same to Officer I/C , Designated officials.
10. Wherever required , taking care of keys under his custody and handing over them to the relieving watchman or any other authorised 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/ House keeper shall maintain visitors registers and shall place the same before the authorised /designated officials for verification.
13. The security guard/ House keeper should not leave the place of duty under any circumstances unless and until his reliver / substitute joins or properly relieved that is signing in handing over/taking over register.
14. Observing strictly instructions/orders from time to time by the Authorised /Designated Officials.
15. Taking the following precautions against fire at the time of closing hours of the office:
  - a) To switch off all the electrical equipments 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 office premises.
  - d) To see that no cigarette ends are left in the office premises.
  - e) To see that all waste papers are removed from the Office and stored properly in the room meant for
- 16) Taking the following in case of fire:
  - a) To arise alarm & contract immediately fire brigade and the police.
  - b) To try put out the fire by using the fire extinguisher appliances available.
  - c) To inform immediately the Head of the Office/Designated officials in case of exigencies.
- 17) All entry and exit gates will have to be closed as per time of schedule given by the competent authority.

Date:

Seal and signature of the vendor.



**ESTIMATED ANNUALIZED COST FOR WATCH & WARD & SWEEPER  
ANNEXURE :BI**

Base Value Calculation Based On Minimum Wage Rates effective From 01.10.2023

CATEGORY	WATCH & WARD	SECURITY WITHOUT ARM
1) NO. OF PERSON	11	17
2) COST PER PERSON INCLUDING COMMISSION & GST PER MONTH	22 DAYS	22 DAYS
A) BASIC + VDA(RS) PER DAY	739	739
B) E.P.F (13 % ON A) ( Maximum RS.1950/- PM)	96.07	96.07
C) E.S.I ( 3.25 % ON A) RS.	24.01	24.01
D) BONUS PER MONTH ( RS) 8.33 % on A	1574.35	1574.35
E) BASE VALUE PER PERSONNEL PER MONTH RS.(A*22+B+C+D)		
F) ESTIMATED ANNUALIZED COST( 1* E)		
SERVICE CHARGE/COMMISSION RATE ( %) 3.85		
G) GST CATEGORY ( RCM)		
I) NO. OF MONTH	12 MONTHS	12 MONTHS
J) ESTIMATED COST [ NO. OF PERSONS * H* I ]	2702582.52	4176718.44

THE RATE OF COMMISSION (G) MUST NOT BE LESS THAN 0.385 %

Signature of the Vendor with seal

SR. DIVISIONAL MANAGER

**This chart is for illustration purpose. Do Not Quote Here.**

**ESTIMATED COST FOR SECURITY GUARD ( WITH & WITHOUT ARM)  
ANNEXURE :B2**

SL. NO	CATEGORY OF CONTRACTUAL PERSONS	NOS	DAYS	RATE INCLUSIVE OF COMMISSION RATE FOR MENTIONED DAYS	TOTAL COST FOR 22 MONTHS
2	Watch & Ward Services	11	22		2702582.52
3	Security Personnels without arms	17	22		4176718.44
TOTAL					6879300.96

Signature of the Vendor with seal

SR. DIVISIONAL MANAGER

**General Terms And Conditions**

1. The appropriate payment of wages and other benefits to the employees of the Agency shall be the exclusive responsibility of the Agency & persons so employed 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 and make available for inspection to LIC at any time. Agency will provide uniform to them with Agency Logo at their own cost.
3. The Agency shall deploy contractual personnels who are courteous minimum trained, well mannered and 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 Personnels so engaged should observe decency and decorum during the course of their employment in and out of LIC
4. The Agency will have to follow the norms, rules and regulations guideline standing orders and instructions given by the LIC from time to time.  
All legal formalities required in engaging personnel will be the sole responsibility of the Agency
5. The Contractor, at its own expenses, should provide proper uniform, Identity cards, name badges and other accessories such as safety shoes, gloves, masks etc. to their employed personnels. Uniforms is mandatory and should be provided within 15 days awarding the tender and deployment of personnel . The Agency will ensure that the persons on duty are in neat and clean uniform on all working days failing which a penalty of Rs.500/- per worker per day will be imposed/deducted.
6. The personnel employed by the Agency should preferably be in age group 18 (Minimum) to 56 (Maximum) years. No minor should be employed under any circumstances. Watch & ward personnel must have **class-viii standard educational qualification .**
7. The personnel of 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 contractual personnels employed in LIC offices and not later than 15 days from the date of deployment of person(s) at their risk and consequences.
8. The Agency shall change the contractual personnels on demand by the LIC within 24 hours, if he/she commits unethical things. 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 HOWRAH DO be unsuitable or incompetent or who may misconduct himself and such person shall not be again employed or allowed to work in campus, and the contractor is bound to suitably replace the staff so dismissed within a week if such communication

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

10. It is incumbent upon the Agency to ensure that each Watch & Ward personnel execute their duty for prescribed hours and minimum wage is payable for every eight hours duty. **There shall be Half yearly interchange of personnel deployed in the different premises.**

11. The Agency must ensure settlement of wages to all its employees latest by 7<sup>th</sup> of the following month without waiting for the settlement of their bills from LIC. Failing which a penalty of Rs.5000/- per month will be recovered from the monthly bill at DO level.

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

13. 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 in misbehave or create disturbances.

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

15. The Contractor and the workers deployed by him at the corporation's premises shall maintain confidentiality of any information in their possession during their deployment in the premises of the Corporation.

16. The contractor will register 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 other Competent Authorities authorized to issue/ pass directions or orders in all matters relevant to the contract.

17. The contractor shall obtain at his own expenses all licenses and permissions which may be required for conducting the contractual operations and, Allied business and pay all the taxes, dues and penalties hereinafter becoming payable to the Government, Municipality or any other local body reason of his conducting business.

18. For any dispute or arbitration decision of SDM/DM(I/C), LIC HOWRAH DIVISION will be final and binding upon the contractor.

19. 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, HOWRAH DIVISION) will check the amount paid to the workers are complying with Minimum Wage Act, EPF etc., every month. They will also verify the ESI EPF deposit challans every month.

20. All questions, disputes and / or difference arising under or in connection with this Watch & Ward and Security Guard 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 Manager 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 Manager and if the Corporation or the said Manager is unable or unwilling to act, the sole arbitrations 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 his Security/ Watch & Ward 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.

21. In the matter of appointment of the required employees for the purpose of assisting the Contractor, the contractor, shall not appoint any children (child labour) prohibited by the statute , to be appointed.

22. 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 HOWRAH DO be unsuitable or incompetent or who may misconduct himself and such person shall not be again employed or allowed to work in other campus, and the contractor us bound to suitably replace the staff so dismissed within a week if such communication.

23. The contractor shall keep the corporation, its managers/Supervisor and employee safe and harmless and identified from and against all losses, suits, damages. Cost charges, claim and demand whatsoever including claim under the Workmen's compensation Act, 1923, the officers or servants my become liable to pay for the reason of 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 of otherwise to life or property while performing their contractual job at LIC 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. 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 West Bengal, the Union Government or any other CompetentAuthorities 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 Watch & Ward and Security Guard 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

24. Whenever the Scope of the Tender is terminated by the corporation for any default of deficiency in service, the Contractor shall not be entitled to any compensation whatsoever.

25. 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 Watch & Ward and Security Guard Service agreement.

26. The Contractor shall comply with requisitions issued by the Corporation of any Competent Authority pertaining to any matters in connection with the contractual personnel services by the contractor.

27. Authorized representatives of the contractor shall visit LICI HOWRAH DIVISION OFFICE and meet the administrative officials at least once in a month or as and when called for the purpose of quality control.

28. The contractor of his staff shall not indulge in any act which may hamper the peace of security of the office campus of the LICI, HOWRAH 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.

29. 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**

30. 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 constructed 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.
31. 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.
32. In all matters relating to or incidental to this Agreement , if there arises any doubt or dispute or disagreement, the decision of the SDM(I/C), LICI, HOWRAH DO shall be final and binding on the contractor.
33. Every Bidder is required to remit Earnest Money Deposit of the amount as per GeM in the form of a Demand Draft drawn on a Nationalized\Scheduled Bank favouring “Life Insurance corporation of India” payable at KOLKATA . 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 work order/ Acceptance Letter issued to the successful Bidder without any interest. The Earnest Money deposit paid by the 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 NSTC under single point registration are exempted from EMD on production of valid document.
34. The successful Bidder shall have to pay security deposits equal to 10% of the Contract Value (round off to the next higher Rupees thousand) based on the cumulative 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 / Sheduled Bank in favour of “Life Insurance Corporation of India”, payable at Kolkata , within 15 days from the date of issue of the Acceptance Letter or Work Order as quoted above. The security Deposit paid by the successful Bidder will be retained with LICI, HOWRAH 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 requirement, LICI, Howrah DO reserves the right to cancel the award of contract with forfeiture of the Earnest Money Deposit paid by such Bidder.

#### OBLIGATION OF THE CONTRACTOR : STATUTORY COMPLIANCE

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 of by the Central/State Government / West Bengal Admin and/ or any authority constituted by or under any law.

1. 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 person engaged/ employed by him including that of Provident Fund, ESI, Workmen’s Compensation Act, Bonus, Gratuity, Minimum Wages Act and leave etc. In case of any breach of any law, rules notifications applicable to the employees of the Contractor, the contractor alone shall be responsible and liable for any act(s) of omission and/or omission committed by any employee agent representative, attorney person(s) engaged/ employed by him for discharging the obligations under this agreement.
2. The Contractor shall obtain appropriate licenses under Contract Labour (Regulation & Abolition) Act 1970 and 1971 (Central/State), license under Private House Keeping 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 duration 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 Watch & Ward and Security Guard Service and pay all the taxes duties and penalties herein after becoming payable to the Government, Municipality or any other local body by reason of his/her conducting business of Watch & Ward and Security Guard Service.

3. 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.
4. The Service Provider/Contractor must ensure that the wage to the workers are paid through NEFT within 7<sup>th</sup> of the following month according to the prevailing rates which shall not be less than the minimum wages approved by central Government / State Government / Local Administration (whichever is higher). The Service Provider / Contractor will not link the payment of wages to the workers with settlement of their bills by the Corporation. Payment of bills will be made on monthly basis through NEFT only, provided that the 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 3<sup>rd</sup> day of every calendar month for verification, to the nominated official of the Corporation.

#### **TERMINATION:**

1. Corporation can terminate this Agreement by giving one Month's written notice to the service provider without assigning any reason and without payment of any compensation. Corporation also 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 blacklisted may follow. In that eventuality the contractor will move out of the premises of the Corporation with his men and materials 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.

2. 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.

3. If any complaint received in writing against the contractor/ service provider agency i.e. less payment of wages is paid by the service provider and not abiding by the tender for engagement of the duty, etc, then it will be viewed seriously and if found this complaint truthful then action will be initiated for violating breach of contract.

4. 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/Service provider will submit non-judicial stamp paper of appropriate value. The contract will remain in force initially for a period of ONE (1) Year from the date of commencement of Work. There will be a provision to renew the Contract for One more year on existing terms and conditions for maximum TWO occasions. Any extension granted will require renewal of all statutory registrations. However, the contract is subject to termination at any time if the services as mentioned are not satisfactory by LIC or for any other reason whatsoever by serving 30 days notice in writing by LIC and 90 days notice by the Agency.

5. DEED OF AGREEMENT: Selected Bidder should submit the deed of Agreement/Contract with LIC of India, Howrah Divisional Office duly executed on a non-judicial stamp paper of appropriate value as per 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 performance guarantee @ 10 % 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.

**6. PAYMENT PROCEDURE:** The payments to the contractor shall be made centrally through NEFT for which they have to submit and 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 to The Manager(OS ) , LIC, Howrah Divisional Office , Jeevan Ganga Building, 6<sup>th</sup> Floor, 16 hare Street, Kolkata 700001.

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 has to be submitted if asked for verification.
- b) The attendance sheet of the Watch & Ward and Security Guard Service personnel along with the Monthly bill duly signed by any representative /authorised by the contractor.
- c) Proof of remittance of ESI contribution for all deployed workers for the previous month.
- d) Proof of remittance of EPF Contribution for the previous month shall have to be enclosed.
- e) Proof of remittances of GST/other Taxes for the previous month shall have to be enclosed.
- f) Payment pertaining to a particular Month will be released only on production of proof of remittances of previous month 's ESI, EPF of the Security Guard/Watch & Ward and other allied job personnel.
- g) Income Tax or any other applicable taxes shall be deducted at source at the time of payment to the Contractor in accordance with the provision of the Relevant Acts/Rules as applicable.


**7. 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 Notifications issued by the appropriate authorities under the Minimum Wages Act from time to time , the increase/decrease in rates of Minimum Wages , ESI,EPF will be effected.However, there will be no change in any other charges quoted by the selected Tenderer during the entire period of the contract. The service charge of the Contractor will remain same and will not change during the entire tenure of the contract.

**8. MOBILIZATION PERIOD:** On receipt of work order, successful bidder shall be required to mobilize all resources for commencement of work and allied personnel services 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 @ of Rs 500/- per workers in different categories will be charged.
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, and cancel the contract and blacklist the firm.

**9. 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.

- i In case the contractor fails to provide replacement of a Watch & Ward and Security Guard Service personnel who is absent, penalty of Rs. 500/- per day per guard will be imposed for each such occasion.
- ii The Watch & Ward and Security Guard Service personnel must be in uniform on all working days, failing which a penalty of Rs.500/- per guard per day will be imposed/deducted.
- iii The Agency must ensure payment of wages to all its staffs latest by 7th of the following month without waiting for the settlement of their bills from LIC. **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 and penalty imposed by LIC of India.**

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

11 . 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 Divisional Manager (I/C), LIC of India, HOWRAH Divisional Office,

12. 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.

13. 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.

14. Any dispute arising out or relating to this tender/agreement shall be deemed to have arisen in KOLKATA and shall be under adjudications of a COURT IN KOLKATA only.

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

#### Note to Contractor/Vendor

1. GST will be paid as per prevailing Rules of the Govt.
2. Minimum wages shall be based on the higher of prevailing State/Central Govt minimum wages Act. However, the companies are free to pay more but not less.
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 or as fixed by Labour Department, West Bengal Government, whichever is higher 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) pay ESI & EPF both for Watch & Ward personnel as Govt. prescribed rate. .
5. EPF and ESI contribution to be paid for personnel employed by the tenderer and shall be the responsibility of tenderer.
6. Adherence to statutory requirements is the sole responsibility of the agency/company.
7. TDS as per rules will be recovered from the amount payable.
10. The service charges will remain fixed irrespective of any increase /decrease in wages during the entire duration of the contract .Any service charge not adhering to the Govt. guidelines shall be considered unresponsive and such bid will not be considered.

**Signature of Vendor ( with seal)**



**Annexure – G**

Declaration :

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

Name \_\_\_\_\_

Designation \_\_\_\_\_

Address \_\_\_\_\_

Date :

Signature of the Vendor with Seal,

Compliance Report

Enclosed with TB

To  
The Sr Divisional Manager  
L I C of India, Howrah Divisional Office  
Jeevan Ganga Building, 16 Hare Street  
Kolkata 700001

Sir/Madam

Sub : Tender for "Providing Watch & Ward and Security Guard Service on contractual basis at Offices under Howrah Divisional Office ( as listed in Annex-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 person 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 and Employment, government of India or as fixed by Labour Department, Government of West Bengal, or any other local Authority, whichever 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 Contract Labour (Regulation and Abolition) Act, 1970 & any charges thereto, Contract Labour (R&A) Rules 1971 & any changes thereto, EPF 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 1985, 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 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 labourer providing Watch & Ward and Security Guard Services as mentioned at Jurisdictional areas of Howrah 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 Annexure 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

Seal & Signature of Bidder

Annexure – H

UNDERTAKING

Enclosed with TB

We hereby confirm that we have not been blacklisted or Terminated of being prosecuted by law or cancellation of the contract in the mid way of tenure by any LIC or PSU/BFSI Organization/ government/Semi Government /Quasi Govt. / any Company of repute or client during las three years ad 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

NAME :

Designation

Seal of the Firm/Company

ANNEXURE-I

Affidavit on Notarized stamp paper of Rs 20/-  
Enclosed with Technical Bid

I, Shri / Smt Son / Daughter of  
owner / partners of the agency / service provider named  
as below.

being the sole proprietor /  
do hereby declare

It will be the sole responsibility of the company to abide by the provisions of the below mentioned Acts in regard to the workers engaged by us for performance of the services.

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] Contract Labour  
(Regulation & Abolition) Act 1970 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.

Date

Place

Signature of the Bidder  
WITH SEAL

AFFIDAVIT TO BE SBMITTED BY SUCCESSFUL BIDDER ON RS 100/- STAMP PAPER AFTER ACCEPTANCE OF WORKORDER

**General:**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on..... day of the month of .....20 , 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 Divisional Office office at Kolkata, Jeevan Ganga Building, 16 Hare Street, Kolkata 700001. (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

re permitted assigns) of the Second part.

WHEREAS the BUYER proposes to procure Watch & Ward man services at the various offices under LIC HOWRAH Division and the BIDDER/Seller is willing to offer/has offered to provide the same..

WHEREAS the BIDDER is a Proprietorship firm/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 competition price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement.

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:- 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.

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**

The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India or company of repute 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 Deposit EMD (Watch & Ward )Deposit:**

While submitting commercial bid, the BIDDER shall have to deposit 3% of the annual contract money as security deposit **(AS PER GEM)** as Earnest Money as applicable with the BUYER through any of the following instruments:

- (i) Bank Draft of Pay Order in favour of LIC.
- (ii) Any other mode or through any other instrument (to be specified in the Tender):

The Earnest Money Sweeping /Housekeeping 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.

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. No interest shall be payable by the BUYER to the BIDDER on Earnest Money/ Housekeeping Deposit for the period of its currency.

The awarded BIDDER will have to deposit 10% of the annual contract money as Security deposit , which is refundable without interest at the end of the contract subject to clearance of default (if any ) by the bidder.

## **6. Sanctions for Violations:**

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.
  - (i) 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.
  - (ii) 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.
  - (iii) 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.
  - (iv) 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.
  - (v) 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.
  - (vi) The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to 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.

(vii) 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.

(viii) However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes this Pact.

**1. 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

**2. Validity:**

In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract. 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 hereby sign this Integrity Pact at.....on.....

BIDDER CEO

Designation

Authorized representative of LICl/HDO

Designation :

Witness

1.....

.....

2.....

.....

1.....

2.....

All pages of this pact are to be countersigned by the bidder