

TENDER NOTICE FOR COURIER SERVICE CONTRACT

Sr. No.	Particulars	Details
1	Tender Date	19.11.2025, Last Date of Submission: 02.12.2025
2	Tender No	08
3	Tender Period	01.02.2026 to 31.01.2027
4	EMD	₹. 25000 /- (₹.Twenty Five thousand Only) (refundable) by way of Demand Draft drawn on any Scheduled Bank payable at Nashik, Favoring "LIFE INSURANCE CORPORATION OF INDIA"
5	Tender Fee	₹.118/- (One Hundred Eighteen only) (including GST) (non-refundable) by way of Demand Draft payable at Nashik. favoring "LIFE INSURANCE CORPORATION OF INDIA" or by cash at cash counter at address mentioned in sr. no. 6
6	Address for submission of bid (to be put in Tender Box)	Manager (OS), Life Insurance Corporation of India, Division Office, 2 nd floor , Jeevan Prakash, Gadkari Chowk, Nashik-422002
7	Submission of Bids Date And Time	All interested Courier Service providers/Contractors / Firms / Agencies should submit separate sealed covers super scribed as "Technical Bid" & "Financial Bid" put together in a large sealed cover superscribed as "Tender for Courier Service Contract" and Name & address of Tenderer on or before 02.12.20253 - 04.30 PM (last date of submission of tender). Tender Application Forms may be obtained from OS Deptt. Second Floor, Life Insurance Corporation of India, Jeevan Prakash,, Divisional Office, Gadkari Chowk, Nashik - 422002 from 19.11.2025, 10.30 a.m. to 02.12.2025 (till 03.30) pm on all working days from 10.00 AM to 04.30 PM on payment of Rs. 118/- by cash at Cash Counter.
8	Technical Bid opening Date / Venue	The sealed covers having Technical Bids (Envelop No. 1) will be opened by the Tender Opening Committee on 03.12.2025 at 3.30 pm. The concerned Agency / Firm may send one representative at the time of opening of the Tender. Venue address as mentioned above.
9	Financial Bid	The Financial Bids (Envelop No. 2) will be opened on a later date which will be intimated separately to technically qualified bidders only
10	Contact Details	Telephone No Tel:(0253)2225959, email id- os.nashik@licindia.com
11	Official Website (URL)	The tender Document can also be downloaded from our website www.licindia.in by going to "Tenders" and clicking on the link <u>"TENDER FOR COURIER SERVICE CONTRACT -</u>

In case there is any change in the schedule or any correction, the same will be displayed on our web site.



Sr. Divisional Manager
(Signature)
19/11/25

INSTRUCTIONS TO BIDDERS

The Sealed Tender is invited under Two Bid System for providing Courier Services on Contract basis to and from locations as per Annexure 'C' and to other Offices within Maharashtra and outside Maharashtra. The Bidder should have minimum experience of 3 years in the field of Courier Service.

Bidders are advised to follow the instructions given below.

As two bid systems are to be followed, three envelopes duly sealed should be used for submission of tender as detailed below:

- (I) **Envelope No. 1:** Technical Bid (Annexure - A, B, C, E & EMD (₹.25000/-) & Tender Fee Receipt (₹.118/-) along with self-attested copy of (1) PAN Card, (2) Copy of GSTIN No., (3) Copy of Shop Act License, (4) Cancel Cheque (5) Copy of last 3 years ITR duly completed, stamped and signed should be put in this envelope. The envelope should be sealed properly with sealing wax and super scribed as 'Technical Bid'. Firm's name and address should be written on the envelope.
- (II) **Envelope No. 2:** Financial Bid (Annexure - D) duly completed, stamped & signed should be put in this envelope. The envelope should be sealed properly with sealing wax and super scribed as 'Financial Bid'. Firm's name and address should be written on the envelope. Annexure - D should be duly filled with Net Rates inclusive of all charges but excluding GST.
- (III) **Envelope No. 3:** Both the Envelope No. 1 and 2 as mentioned above, are to be put into this envelope. The envelope should be sealed properly with sealing wax and super scribed as "Tender for Courier Service Contract". The name of firm & address should be mentioned on the envelope.

Each page of all the Annexures – A, B, C, D, E should be duly signed and sealed.

The sealed tender envelope should reach us on or before 02.12.2025 by 03.30 PM addressed to Manager (OS), LIC of India, Nashik Divisional Office, Jeevan Prakash, OS Department, IInd Floor, Gadkari Chowk, Nashik – 422 002.

The tender received after the stipulated time and date will not be entertained.

LIC of India reserves the right to accept any tender or to accept tender in part or to reject any of all tender/s without assigning any reason thereof.



[Signature]
Sr. Divisional Manager

APPLICATION FORM – TECHNICAL BID

Annexure-A

Sr. No.	Information sought	Information provided
1	Name of the Bidder Firm / Company	
2	Date of Establishment / Incorporation	
3	Registration No. for Registration under Companies Act, 1956 (Please enclose photocopy of Certificate)	
4	Correspondence Address :- Telephone No:- E-mail id:-	
5	Address of Head office (if different from above) and Telephone No:-	
6	Status of the Firm / Company – Proprietary / Partnership / Private Limited Company / Public Limited Company:	
7	Names of the Partners/ Directors	
8	Name of the Chief Executive Officer with his present address and Telephone Nos. :-	
9	Name of Representative(s) with Designation who will be calling us and attending to our jobs and his contact number:	
10	Name of Bankers with Address and Telephone Number: Bank A/c. No: IFSC Code: (Please enclose a cancelled cheque leaf)	
11	PAN No. of the Firm / Company (for Private Limited Company / Public Limited Company) / owner (for Proprietorship Firm) (Please enclose photocopy)	
12	Details of License under Shops and Establishment Act, 1948. (Please enclose copy)	

(Signature)

(Signature)



13	State the amount of Income Tax assessed for the last three financial years (Please enclose photocopies of Income Tax Returns for the Financial Year 2022-23, 2023-24, 2024-25)	F.Y. – 2022 – 23 F.Y. – 2023 – 24 F.Y. – 2024 – 25
14	State the turnover of the Company for the last three financial years (Please enclose photocopies of Balance Sheet & Revenue A/c. for the Financial Year 2022-23, 2023-24, 2024-25)	F.Y. – 2022 – 23 F.Y. – 2023 – 24 F.Y. – 2024 – 25
15	Details of work experience in Courier Service Business with PSU / Reputed Firms (enclose copy of work experience certificate)	
16	Is the Firm Registered under the GST? (If so, please enclose GST registration Certificate)	
17	Have your Firm / Company ever been BLACKLISTED by L.I.C. Of INDIA or any PSU / Govt. / Semi Govt. / Quasi Govt. Departments in India as on date of submission of Bid?	
18	a) Whether the Firm / Company is registered under NSIC or MSME? b) If so, whether it is Registered with Director of Industries (DI) / District Industries Centre (DIC) as Manufacturing / Services Enterprises and having acknowledgement of Entrepreneurs Memorandum (Part – II) / Udyog Aadhar Memorandum or are Registered with NSIC under Single Point Vendor Registration Scheme. c) If Registered, period of validity of such Registration (Please enclose photocopy of the valid Registration Certificate)	
19	Is the Firm owned by SC / ST Entrepreneurs and registered under MSE? If so, please enclose valid documents.	

Applications without the above enclosures are liable to be rejected.

Signature of the bidder



(Seal of the Bidder Firm / Company)

Annexure – B

TERMS & CONDITIONS OF THE TENDER

- 1) Tender should be submitted alongwith Earnest Money Deposit of ₹.25,000/- (Rupees Twenty Five Thousand only) by Demand Draft / Pay Order in favour of LIC of India, Payable at Nashik and Non Refundable Tender Fees of ₹.118/-.
Agencies registered under NSIC, MSME and owned by SC/ST under MSE are exempted from EMD and Tender fees as per rule.
- 2) No Interest shall be payable on EMD lying in Deposit with LIC of India.
- 3) The successful bidder has to pay Security Deposit of ₹.60,000/-(Rs. Sixty Thousand Only) Security which will be refundable on expiry of termination of contract subject to adjustment of all dues etc. No Interest will be payable on Security Deposit.
- 4) The Earnest Money Deposit of unsuccessful Contractor / Agencies will be refunded after getting approval of refund from Competent Authority without any interest within 30 days of decision. Successful Bidder will have to enter into duly notarized agreement with us on Non-Judicial Stamp Paper of ₹. 500/-
- 5) The Security Deposit shall be forfeited by LIC of India in the event of failure to execute the contract when called upon to do so.
- 6) Courier Service Provider / Contractor will have to provide Courier Services to offices mentioned in Annexure 'C'.
- 7) The successful Bidder will furnish Names and Address with Telephone / Mobile No. of their Representative who could be called / contacted in case of any urgent work.
- 8) The Courier Service Provider / Contractor should submit Certificate of work experience with Reputed Commercial Organization / Banks / Govt. Dept. / PSU.
- 9) Initially, the period of Contractor shall be for a period from 01.02.2026 to 31.01.2027 (One Year) After further review and evaluation, can be renewed further ONE year on the same terms and conditions if service found satisfactory.
- 10) The delivery of the documents will be made within 48 hours at all Branches under Nashik Division including SOs. The delivery of documents within the same city should on the next day. Further, delivery of document at other places in Maharashtra and at places out of Maharashtra will be done on 3rd day.
- 11) PODs will be submitted in each and every case. The PODs should invariably bear date of delivery and seal of consignee. Payment of courier charges will be made on the basis of PODs submitted by the Contractor / Courier service provider.
- 12) Contractor / Courier service provider will depute the representative for all Offices as per Annexure 'D' for collection and delivery of document. The representatives will have to be provided with suitable Letter of Authority / Identity Card without which he shall not be authorized to collect the consignments.
- 13) If the consignment is not delivered within stipulated time period as mentioned in Para 10 above (except occasions like imposition of curfew or due to occurrence of natural calamities like floods etc.) or damaged in the transit, the Corporation shall impose penalty. For a delay of more than 5 days from the date of booking, a penalty of ₹. 500/- per parcel would be



- Recovered from the monthly bill while settlement. Third Party Charges if any shall also be borne by the Contractor / Courier Service Provider.
- 13(a) In case of loss of documents/ tapal you should lodge FIR with Police Dept., claim insurance compensation and fulfill every formalities as deemed necessary in recovering the documents and making good the loss suffered by our office.
If in case your firm will be unable to trace the lost tapal, documents the penalty will be decided according to the papers/documents contained in it. Subject to minimum of Rs.500/-
- 14) The rates should be quoted in the Format provided in Annexure 'D'. The rates quoted should be inclusive of all charges but excluding GST. Rates quoted will be valid throughout the contract period. If the Vendor expresses his inability or refuses to provide service due to rate hike or any other reason within the contract period, the vendor will be blacklisted and Security Deposit will be forfeited by LIC.
- 15) Contractor / Courier service provider will submit Bills along with PODs on monthly basis (1+2).
- 16) In case of loss of documents, Contractor / Courier service provider will lodge FIR, Claim Insurance compensation and fulfill every formality as deemed necessary in recovering the documents
- 17) In case the services of the Contractor / Courier service provider are found unsatisfactory, the Contract will be terminated before the period specified.
- 18) The worker(s) engaged by the Vendor shall be his / her own Employees and LIC of India in no way be responsible or liable for payment of their wages and other benefits. Further, the worker (s) engaged by the Vendor shall not deemed to be the employees of LIC of India and shall not be entitled to any benefit either of a Temporary or Regular Employees of LIC of India. LIC of India will have no obligation towards such personnel and will not be entitled to claim of any kind of the employment with LIC of India.
- 19) The Vendor or any of his Agent, employee(s) or any one else on behalf of the Vendor will not any way make use of the name of LIC of India or the Offices, Employees or Agents in their dealings with outsiders while making any purchases concerning or providing courier service contract.
- 20) LIC of India shall not be liable to pay any damages / claims etc. under Workmen's Compensation Act or Rules there under or for compensation payable in consequences of any accident or injury sustained by any person in employment for purpose of this providing courier services.
- 21) The Contract can be terminated with a prior written notice of –
a) 30 days by LIC of India, in case the services of the Vendor are not found satisfactory or for breach of any of the Terms & Conditions of the Contract.
b) 90 days by the Vendor, if the Vendor is not willing to render the services as per the Terms of Contract.
- 22) The Sr. Divisional Manager LIC of India, Nashik reserve the right to reject or accept any bid stop the bidding process and reject any or all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for his/her actions and decisions. The Sr. Divisional Manager LIC of India Nashik does not bind himself/herself to accept the lowest tender.



23) In terms of provision of Section 33 (3) of the Insurance Laws (Amendment) Act 2015, Insurance regulatory and Development Authority of India (IRDA) is authorized to verify all such books of accounts, Registers, other documents and data base in custody of contractor in respect of service outsourced by 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.

The Corporation reserves the right to call for any record or requirements from the Contractor at any time in response to any query from the Appropriate Authorities.

- 24) For all disputes decision of Sr. Divisional Manager shall be binding on the Contractor / Courier Service Provider.
- 25) Successful bidder will have to enter into a duly notarized agreement with us on a non judicial stamp paper of ₹.500/-
- 37) Integrity Pact. :- the vendor will have to submit the "INTEGRITY PACT" (Annexure E) to be signed and submitted on non judicial stamp paper of ₹.500/- with the tender only.
- 25) All the above Terms and Conditions are not exhaustive; it is subject to change according to circumstances by the Corporation.
- 26) L1 will be decided on Total Cost wise Evaluation.

I / We agree to abide by all the above terms and conditions of the tender.

Signature of the bidder with seal

Place: _____

Date: _____



TENDER FOR COURIER SERVICE CONTRACT – TENDER NO. 18

FINANCIAL BID

Annexure – D

Rate in ₹											
Serial No.		Upto 100 gms	101 to 250 gms	251 to 500 gms	501 to 750 gms	751 to 1000 gms	For 1 to 15 kg per kg	For 16 to 25 kg per kg	For 26 to 35 kg per kg	Above 35 kg per kg	Total
1	To & From Offices within Nashik District										
2	To & From Offices within Dhule District										
3	To & From Offices within Jalgaon District										
4	To & From Offices within Nandurbar District										
5	Offices within Nashik District to offices within Dhule District & vice versa										
6	Offices within Nashik District to offices within Jalgaon District & vice versa										
7	Offices within Nashik District to offices within Nandurbar District & vice versa										
8	Offices within Dhule District to offices within Jalgaon District & vice versa										
9	Offices within Dhule District to offices within Nandurbar District & vice versa										



10	Offices within Jalgaon District to offices within Nandurbar District & vice versa										
11	From offices as per annexure "C" to other offices in Maharashtra										
12	From offices as per annexure "C" to offices out of Maharashtra										
	Total										

Total Cost ₹. _____

Signature & Seal of the Contractor





ANNEXURE C

List of Officers under jurisdiction of Nashik Division

Sr. No.	Branch Name and BO Code / SSO Code	Address
1	Nashik Divisional Office	Jeevan Prakash, Gadkari Chow, Gold Club, Nashik – 422 002
2	Nashik CBO- I (961)	Jeevan Prakash, Gadkari Chow, Gold Club, Nashik – 422 002
3	Nashik CBO- II (962)	Sahyadri, Gole Colony, Nashik – 422 002
4	Malegaon (963)	335/A-1, Sangameshwar, Malegaon, Nashik – 4230203
5	Nashik CBO- IV (964)	Sahyadri, Gole Colony, Nashik – 422 002
6	Bhusawal (965)	Meena Complex, 2 nd Floor, Station Road, Bhusawal, Dist. – Jalgaon – 424 201
7	Jalgaon – I (966)	Kabra Complex, Near Bhaskar Bazar, Jalgaon – 425 001
8	Amalner (967)	Station Road, Amalner, Dist. – Jalgaon – 425 401
9	Dhule (968)	Sakri Road, Dhule – 424 001
10	Nandurbar (969)	Manik Nagar, Dhule Road, Nandurbar – 425 412
11	Nashik CBO- V (9176)	Archit Centre, Near Sandeep Hotel, Kute Marg, Nashik – 422 002
12	Savda (96-A)	Laxmi Complex, Raver Road, Savda, Dist. – Jalgaon – 425 502
13	Chalisgaon (96-B)	Jeevan Jyoti, Bhadgaon Road, Chalisgaon, Dist. – Jalgaon – 424 101
14	Pimpalgaon (96-C)	Vyapar Bhavan, Near Police Station, Pimpalgaon, Tal. – Niphad, Dist. – Nashik – 422 009
15	Nashik CBO - III (96-D)	Jeevanshree, Behind Aashirwad Bus Stop, Nashik road, Nashik – 422 101
16	Dondaicha (96-E)	Rani-Maa Saheb Plaza, Near S T Stand, Dondaicha, Tal. – Sindkheda, Dist. – Dhulia – 425 408
17	Manmad (96-F)	Arora Enclave, Anand Vihar, Datt Mandir Road, Manmad, Tal. – Nandgaon, Dist. – Nashik – 423 104
18	Shahada (96-G)	C S No. 1008 / 2A / 14. Near Hotel Sher-A-Punjab, Shahada, Dist. – Nandurbar – 425 409



19	Chopda (96-H)	Sheetal Jeevan, Vidya Vihar Colony Main Road, Chopda, Dist. – Jalgaon – 425 107
20	Jalgaon – II (96-J)	Unity Chamber, Near Khwajamiya, Ganesh Colony Road, Jalgaon – 425 001
21	Dhule – II (96-K)	Ish-Krupa, Sakri Road, Dhule – 424 001
22	Sinnar SSO	Hall No. 8, Chauda Chowk, Wada Shopping Centre, Sinnar Nagar Parishad, A/P. & Tal. Sinnar, Dist. – Nashik – 422 103
23	Jamner SSO	Yash Complex, Bhusawal Road, A/P. & Tal. Jamner, Dist. – Jalgaon
24	Satana SSO	Yashwant Sankul, Nampur Road, A/P. & Tal. Satana, Dist. – Nashik – 423 203
25	Pachora SSO	Badgujar Plot, Sanghavi Colony, Bhadgaon Road, A/P. & Tal. Pachora, Dist. – Jalgaon
26	Shirpur SSO	Shirpur Taluka SVS Ltd., 97-102, Maharaja Comp., Main Road, A/P. & Tal. Shirpur, Dist. – Dhule – 423 405
27	Sakri SSO	Plot No. 14, Trimurti Nagar, swami Bangalow, Behind Ankur Hospital, Dhule Road, A/P. & Tal. – Sakri, Dist. – Dhule – 424 304
28	Parola SSO	A.P.M.C., NH 6, A/P. & Tal. Parola, Dist. – Jalgaon
29	CIDCO SSO	Jaju Plaza, Ambad Link Road, Trimurti Chowk, CIDCO, Nashik – 422 008
30	Dindori SSO	Near Bus Stand, Dindori, Dist. – Nashik – 424 001
31	CLIA SSO	Vadnagare Bhawan, College Road, Nashik 422 005

(Handwritten signature)



ANNEXURE E

CONTRACT INTEGRITY PACT

General:

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on..... day of the month of2025. , between, on one hand, the Life Insurance Corporation of India (hereinafter referred to as "LIC") a statutory Corporation established under section 3 of Life Insurance Corporation Act 1956 (XXXI of 1956) and having its corporate office at "Yogakshema" Jeevan Bima Marg Mumbai 400021. (here in after called the "BUYER" which expression shall mean and include, unless the context otherwise requires, his successors in office assigns) of the First part. And M/srepresented by Shri..... .(Hereinafter called the "BIDDER /SELLER/SERVICE PROVIDER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second part.

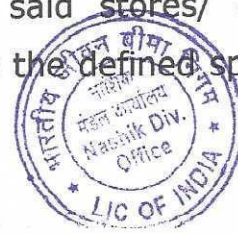
WHEREAS the BUYER proposes to procure _____ (Name of the Stores/ Equipment/Item/Service) and the BIDDER/Seller/Service Provider is willing to offer/has offered the stores/services and

WHEREAS the BIDDER/Seller/Service Provider is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is performing its function under the LIC Act 1956.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the BUYER to obtain the desired said stores/ equipment/ item/service at a competitive price in conformity with the defined specifications



by avoiding the high cost and the distortionary impact of corruption on public procurement, and

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

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

1. Commitments of the BUYER

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

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

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

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is



being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

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

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

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

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

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

3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/ integrator/authorized agent of the stores/equipment/items and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or



unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

- 3.6** The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments
- 3.7** he has made, is committed to or intends to make to agents, brokers or any other intermediaries, including officials of the BUYER or their family
- 3.8** members, if any, in connection with the contract and the details of services agreed upon for such payments.
- 3.9** The Bidder will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
- 3.10** The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.11** The BIDDER/Contractor will not commit any offence under the relevant India Penal Code (IPC) /Prevention of corruption (PC) act. Further, the bidder will not use improperly, for purposes of competition or personal gain, pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.12** The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.13** The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.14** If the Bidder or any of the key personnel of the bidder, actively involved in the project is a relative of any of the actively involved personnel of the Buyer, the same should be disclosed.



The term 'relative' for this purpose would be as defined in section 2(77) of the Companies Act, 2013.

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

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

4. Previous Transgression

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

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

5. Sanctions for Violations:

5.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any; compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.



- (iv) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (v) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/recession and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vi) To debar the BIDDER from participating in the future bidding processes of LIC for a minimum period of five years which 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 middleman or agent or broker with a view to securing the contract.
- (viii) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

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

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

6. Independent Monitors:

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

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

1) Shri Jose T Mathew, IFS(Retd)

H.no. 37/930, Ebrahim Pillai Lane,

Ernakulam, Kerala,

Email- itmat507@gmail.com

2) Sri. Sanjay Kumar Srivasatav IAS (Retd.)



C-112475, Vasant Kunj
New Delhi-110070
E mail-srivastava.sk001@gmail.com

- 6.2** The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 6.3** The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently. It will be obligatory for him to treat the information & documents of the Bidder as confidential.
- 6.4** Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 6.5** As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the **Executive Director (E&OS), LIC.**
- 6.6** The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, LIC and recues himself / herself from that case.
- 6.7** The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 6.8** The Monitor will submit a written report to the **Chairperson, LIC** within 8 to 10 weeks from the date of reference or intimation to him by the BUYER



/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

6.9 If the Monitor has reported to the Chairman, LIC, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman LIC has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

7. Facilitation of Investigation:

In case of any allegation of violation of any provisions of this pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER. The BIDDER shall provide necessary information and documents in English and shall extend all possible help of the purpose of such examination/inspection.

8. Law and Place of Jurisdiction:

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

9. Other Legal Actions:

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extent law in force relating to any civil or criminal proceedings.

If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

Changes and supplements as well as termination notices need to be made in writing.

10. Validity:

10.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 12 months after the last payment under the contract. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

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



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

BUYER

Name of the Officer: **SHRI. SANJAY BADHAN**

Designation **Manager (OS/DM)**

Deptt./ **OS Department**

Witness

1.....

BIDDER

CEO:

Name-

Address-

1.....

