



LIFE INSURANCE CORPORATION OF INDIA
Divisional Office, Thane (W) 400604

Notice for Tender for canteen services

Applications are invited from empanelled canteen contractors only for running canteen at LIFE INSURANCE CORPORATION OF INDIA THANE DIVISION OFFICE

TENDER SCHEDULE

Sl No	Description	
1	Name of work :	Tender for Canteen / Cafeteria services for Divisional office ,Thane D O
2	Location	Jeevan Chintamani Building Express Highway Thane Division
3	Earnest Money Deposit Tender Fees	Rs. 25,000/- (Rupees TWENTY FIVE) thousand only) Rs. 590 (Rupees Five Hundred Ninety only including GST)
4	Canteen Timing	9.30 a.m to 7.30.p.m for 175 employees & Agents 50
5	Tender issue date	07.03.2025
6	Last Date & Time for submission of tender document./Address	Date:- 24.03.2025 . 1.30.p.m Manager, OS,LIC of India ,3 rd Flr Jeevan Chitamani, V N Mahamarg Thane (W) 400604 phone 022-25803583
7	Date and time of opening of Technical Bids	The "Technical Bids" will be open on 24.03.2025 at 4.00 p.m in the presence of bidders or their authorized representatives who may wish to be present.

ENVELOPE- 1.

ANNEXURE "A"

TECHNICAL BID

Tender for CANTEEN Services
Division OFFICE , LIC OF INDIA, Thane.

1. Name of the Firm /Organisation (in Block Letters)	
2. Status : Proprietary / Partnership / Private Limited Company / Public Limited Company	
3.Date of Establishment / Incorporation	
4.Address and Telephone No.: Mobile number: E-mail id :	
5. Name(s) of the proprietor/ Partners / Directors	
6. Name of the Chief Executive with his present address, Mobile / Telephone No. and email id	
7. Name(s) of Representative(s) with Designation who would be calling on us and attending to our jobs with mobile no and email id.	
8. Name of Bankers with addresses & Telephone Nos. & IFSC Code	
9. PAN No. allotted by Income Tax Dept. Are you having valid food licence from appropriate Authority.(Please enclose attested photocopy)	
10. Registration No. for registration under Companies Act,1956 Are you Having (Please enclose photo copy of the certificate)	
11. Labour Licence Nos. and validity under various provisions of Labour Laws. (Please enclose attested photocopy of certificate)	
12. GST Registration No. (Please enclose attested photocopy of certificate)	
13. E.P.F. Registration No. (Please enclose attested photocopy of certificate)	
14.ESI No. (Please enclose attested photocopy of certificate) Food license.Valid food license from Muncipal Authority.	

15. Turnover for last 3 years	F.Y 2021-22 : F.Y.: 22-23F.Y.:23-24
16. State the latest Income Tax Assessed year and the amount of Tax Assessed in respect of the firms(copies of last 3 years IT Returns,Balance Sheets & Profit and Loss A/c to be enclosed)	
17. Details of empanelment with any office of LIC of India and/or PSUs/any Other Corporate Offices. (Please enclose list giving full details as per the annexure and name and telephone no. of person/s who may be contacted for confirmation)	
18. Details of your Past Experience and contracts undertaken in the field of catering(minimum2). (Enclose the certificates from the relevant institutions)	
19. Furnish the details of catering contracts annulled/broken services before the end of contractual period, if any.	

Signature of the Applicant :

Name & Address and Seal

NOTE:

Please type out this form or fill it up legibly in ink. If space provided is insufficient, please attach separate sheet/s of paper by giving appropriate question numbers and answers thereto duly authenticating the same with signature and seal.

Enclosures:

I) Annexure – C

II) Self attested photo copies of the following documents:

1. Certificate of Registration with Labor Department, Government of Maharashtra
 2. Certificate of Registration with office of the Regional Provident Fund Commissioner.
 3. Certificate of Registration with employees State Insurance Corporation.
 4. Certificate of registration for **GST**.
 5. Audited financial statements (Profit and Loss and Balance Sheet for the last **three** financial years.
 6. Income tax assessment order /returns for the last **three** financial years.
 7. Photo copy of PAN CARD duly attested
 8. A copy of certificate of Incorporation/Partnership deed/Memorandum and articles of association/ any other equivalent document showing details and place of incorporation.
 9. Copy of Food License.(Food safety and standard Authority of India.
- III) Other Enclosures required, if any.

TECHNICAL BID

Eligibility Criteria & Requirements

1. The applicant must be a Registered / Licensed Organization / Partnership firm / Sole Proprietorship.
2. The applicant must have a proven track record of providing catering services at least in one reputed firm for a period of minimum 3 years.
3. The applicant must have an average annual turnover of Rs.5 Lakh and above during the last three financial years.
4. The applicant must not have been at any time declared as insolvent or convicted for any offence.
5. The applicant must not have been prosecuted or suffered any penalty for violation of any labor laws by any Authority.
6. The applicant should not have rescinded/abandoned any Catering contract awarded by any of his clients before the expiry of prescribed period of contract.
7. The applicant should neither be a sub-contractor to any other entity/ person nor has at any time sub-let the contract awarded to the applicant to any other person.
8. The applicant has not suffered any disqualification to render the catering services at any time in respect of matters not enumerated herein.
9. Without EMD the bids will be disqualified.

DECLARATION

I / We _____ request Life Insurance Corporation of India, Divisional Office, Thane to consider our agency bid. I / We declare that our firm is eligible as per the Criteria and we also agree to abide by all the "Terms and Conditions" prescribed in your tender and assure to render the services to the fullest satisfaction of the Corporation.

Dated at _____ this _____ day of _____ 2025

Signature of the applicant

Name and Address with
Seal.

ENVELOPE – II

ANNEXURE "B"

Tender for Canteen Services
FINANCIAL BID

LIC OF INDIA , Divisional Office, Thane

The Prices should be quoted in respect of all the items :

Sr.No	Items	Quantity1	Quantity2	Price Rs.
1	TEA	1 cup	90 ml	
2	COFFEE	1 cup	90 ml	
3	(Tea Half)	1/2 cup	50 ml	
	MILK	1 cup	90 ml	
	SNACKS			
4	BATATA WADA (with Chutny)	2 Nos	120 gm	
5	MEDU WADA [with chutney & sambhar]	2 Nos	120 gm	
6	BHAJIA (Onion,Potato,moog etc)	7 Nos	150 gm	
7	UTTAPPA [SADA] [with chutney & sambhar]	1 No.	120 gm.	
8	ONION UTTAPPA [with chutney & sambhar]	1 No	120 gm	
9	IDLI [with chutney & sambhar]	2 Nos	120 gm	
10	DHAHI WADA	2 Nos	120 gm	
11	VEG SANDWICH	1 No	120 gm	
12	UPMA	1 Plate	120 gm	
13	KANDA POHA	1 Plate	120 gm	
14	MISAL PAV[2 pieces]	2 Nos	120 gm	
15	Panjabi. SAMOSA	2 Nos	120 gm	
16	CUTLETS	2 Nos	120 gm	
17	MASALA DOSA [with chutney & sambhar]	1 No	120 gm	
18	SADA DOSA[with chutney & sambhar]	1 No	100 gm	
19	SABUDANA WADA [2 pieces]	2 Nos	120 gm	
20	PURI BHAJI	1 Plate	120 gm	
21	BREAD BUTTER	1 Plate	60 gm	
22	PAV BHAJI	1 Plate	120 gm	
	CHINEESE DISHES			
23	VEG FRIED RICE 1/2	1 Plate	75 gm	
24	VEG FRIED RICE FULL WITH MANCHURIAN	1 Plate	150 gm	
25	VEG HAKKA NOODLES 1/2	1 Plate	75 gm	

26	VEG HAKKA NOODLES FULL	1 Plate	150 gm
	LUNCH		
27	Regular Lunch Rice/Pullav 2Chapati,2 vegetables 1 sweet ,Dal Kheer/shrikhand ,Gulabjam,along with Pinkle & Papad.	1 Plate	300 gm
28	Vegetable	1 Plate	150gm
	Fasting Food		
29	Sabudana Kichadi,Wada,French Fries, Lassi any other etc	1 Plate	150gm
30	NOV- VEG.		
31	CHICKEN LUNCH(2 pieces of chicken &curry,2chappatties,pulav/rice 75 gm)	1 Plate	300 gm
32	EGG LUNCH (1 eggs &curry,2chappatties,pulav/rice 75 gm)	1 Plate	300gm
33	SPECIAL LUNCH-S Two vegetable, rice,pulav,2Chapati,Dal Fry,Spl sweet ,Gajar Halwa,Jeelabi. Raita, Salad,sweet as per order	1 Plate	400gm
	RICE		
34	VEG PULAV 1/2 PLATE	1 Plate	75 gm
35	VEG PULAVE FULL PLATE	1 Plate	150 gm
36	PLAIN FULL RICE with Dal	1 Plate	150gm
37	1/2 RICE PLAIN with Dal	1 Plate	75 gm
38	VEG BIRYANI FULL PLATE	1 Plate	150 gm
39	VEG BIRYANI HALF PLATE	1 Plate	75 gm
	NOV. VEG.		
40	FISH CURRY/FRY(Separate Fish type	1 Plate	100 gm
41	CHICKEN MASALA	1 Plate	100 gm
42	EGG MASALA	1 Plate	100 gm
43	EGG BHURJI	1 Plate	100 gm
44	OMLET	1 Plate	100 gm
45	CHICKEN BIRYANI	1 Plate	100 gm
	EXTRA ITEMS		
46	RICE WITH DAL	1 plate	150 gm
47	FRIED PAPAD	1 No	10 gm
48	BREAD SLICE	1 No	10 gm
49	CHAPATTI /BHAKARI	1 No	50 gm
50	DAL/ DAL FRY	1 plate	100 gm
51	VEG. KURMA	1 plate	100 gm

PACKED ITEMS				
52	BUSCUITS, JUICES, NAMKEEN, WAFFERS STD QUALITY, DISCOUNT ON MRP			
OTHER BEVERAGES				
53	TAK (butter milk)	1 glass	200 ml	
54	CURD	1 bowl	100 ml	
55	LASSI SALTED	1 glass	200 ml	
56	LASSI SWEET	1 glass	200 ml	
57	Veg./Non.Veg. SOUP 1/2	1 glass	100 ml	
58	Veg./Non.Veg. SOUP FULL	1 glass	200 ml	
SWEETS				
59	GULAB JAMUN	2 No	50 gm	
60	SHEERA	1 Plate	100 gm	
61	VEG SOUP	1bowl	150 gm	
62	NONVEG SOUP	1bolw	150gm	
CHAT ITEMS				
63	BHEL	1plate	150gm	
64	PANI PURI			
65	SHEVPURI	1plate	150gm	

- Special Lunch to be served for meetings and training Session.

Signature of the Applicant
Name & Address Seal

(To be attached to Technical Bid)

ANNEXURE "C"

DETAILS OF EXISTING CANTEEN RUN BY THE APPLICANT/FIRM

(Separate page must be submitted for each Canteen)

1. Name of the company in which the canteen is run:
2. Address of the company
3. Details of contact person:
 - I. Name
 - II. Designation
 - III. Mobile No
 - IV. Land Line No.
 - V. E-Mail id:
4. Approximate No. of Breakfast served per day
5. Approximate No. of Lunch served per day
6. Number of employees engaged by the contractor in the canteen

Signature of the applicant

MANDATORY CONDITIONS

INSTRUCTIONS TO BIDDERS

The **technical bid** will be opened on 24.03.2025 at 4.00 pm Noon in the presence of bidders or their authorized representatives who may wish to be present.. After scrutiny of the technical bids and assessment of the technical bids, the financial bids of only those bidders, whose offers are found technically suitable to the Corporation, will be opened at a later date. The date of opening of financial bids will be intimated to those whose offer are found suitable . Which may be informed to eligible vendor by mail.

1. The tender form consists of the following documents. i.e.,
 - a. Instructions to bidders and Terms & Conditions.
 - b. Technical part as per Annexure A
 - c. Financial part as per Annexure B
 - d. Details of exiting canteen run by an applicant as per Annexure C
2. The offers are to be submitted in Two Bid system i.e., Technical Bid and Financial Bid. The Technical Bid consists of all the required information called for in the questionnaire (other than the price). The Technical Bid shall be submitted in sealed cover (**Marked Envelope – I**) super scribing as “Technical Bid” for “TENDER FOR Canteen services, LIC, of India Thane D O-2024 “The envelope shall contain the addressee’s details and details of the bidder also.
3. The price bid Annexure B shall contain only financial details i.e., rate and other financial implications. The Financial Bids will be placed in the **Envelope - II** and super scribed with addressee and bidders details.
4. EMD amount of Rs. 25,000/- (Rupees Twenty five thousand only) in the form of Demand. (Exemption condition)EMD is exempted for the MSME vendors having valid certification thereof from appropriate Authority.

Draft / Pay Order in favor of “ Life Insurance Corporation of India” payable at Thane ,D.D

or Pay Order shall be submitted in sealed cover (Marked Envelope – III) super scribing as “Earnest Money Deposit” for “ TENDER FOR CANTEEN SERVICES – LIC, Thane D O 2025”. Please note that no interest is payable on the EMDs. This will be placed in Envelope-III.

5. All the three envelopes will be placed in a fourth envelope (Envelope-IV) and sealed and submitted to LIC of India, Manager (OS) Divisional Office, 3 rd Floor, Jeevan Chintamani , V N Mahamarg, Thane (W) 400604. The envelope must be superscripted with “ TENDER FOR CANTEEN SERVICES – LIC Thane D O – 2025”. And the last date for submission is 24.03.2025 upto 1.30 pm and the Technical bid will be opened on 24.03.2025 at 4.00 pm in the presence of bidders or their authorized representatives who may wish to be present.
6. **Refund of EMD :-** EMD shall be refunded as under :
 - i.
 1. EMD of other bidders (except the successful bidder) shall be refunded after finalization of the contract.
 - ii. The successful bidder has to remit an amount of Rs. 1,25,000/- (ONE LAKH TWENTY THOUSAND only) towards Security Deposit, to LIC within 14 days from the date of work order . EMD amount of Rs.25000/- of successful bidder shall be adjusted towards security deposit.
(Total amount of security deposit will Rs. One lakh Twenty Five Thousand only).
 - iii. In case the successful vendor / bidder The security deposit must be deposited to LIC INDIA within 14 days after accept work order. Or from the the date of acceptance refuses to render services after issue of allotment letter , a notice shall be served to them by giving **30 (thirty) days** time failing which their EMD amount lying / retained with us shall be forfeited without any further correspondence.
 - iv. Sr Divisional Manager. is the competent authority to refund / forfeit the EMD amount.
- 7 All the pages of the tender form are to be signed with seal by the bidder. In case of joint ownership, all owners have to sign all the pages of the bids (Technical and Financial bids). Incomplete bids and bids lacking in details and without signatures are liable to be rejected. Tenderers should note that their tenders remain open for consideration for a

Minimum period of 03 (Three months) months from the date of opening of "Technical Bids".

The Tender Inviting Authority reserves the right to accept any tender or to reject any or all tenders at his sole discretion without assigning reasons thereof. The Tender Inviting Authority is **not bound to accept** the lowest tender.

8. PRE CONTRACT INTERGRITY PACT

Form of pre Contract Integrity Pact to be treated as the integral part of the tender and to be deposited duly filled, stamped and witnessed with the tender.

9. The normal working hours of the canteen will be 9.00 am to 7.30 pm on Monday to Friday.
10. The tenderer should supply Tea or coffee at all the floors during working hours.
11. The tenderer should bear the cost of LPG cylinder.
12. The tenderer shall maintain the upkeep of canteen stress, kitchen area, washing area, Dining area etc.
13. The staff of the contractor should not stay in office premises beyond 9.30pm.
14. The rate card should be prominently displayed in the canteen.
15. The canteen is only for LIC EMPLOYEES and agents.
16. The rates are applicable during food servicing hours for LIC employees and agents.
17. The tenderer should provide food after serving hours in case of office exigency.
18. The tenderer should provide food on Saturday, Sunday and holidays on prior intimation.
19. The tenderer should provide special lunch for meetings, seminars etc. The menu for meeting will be decided by LIC and the cost will be mutually agreed upon.
20. The total strength of Division. **Office** building is 175 employees and approx 50 Agents for availing Catering services. We cannot guarantee for minimum assured sale.

GENERAL CONDITIONS

1. Technical bids shall be scrutinized and evaluated on the basis of :
 - i. Documents submitted along with the application
 - ii. Inspection report of the canteen Committee after visiting the existing canteen facility run by the bidder and after getting the feedback from the existing users of the canteen and also by assessment based on tasting the food supplied in the canteen.
 - iii. The committee will also be inspecting the site/common kitchen or venue or existing canteen run by the bidder and will submit the report on neatness/cleanliness, Income tax details, ESI enrolment etc. The full cooperation will be needed from the vendors
2. Successful bidder will be awarded the contract for a period of one year which may be extended further by one more year or two year if services ,food found satisfactory . During the first year of the contract, there will be no revision in the rates. In the second year if the contract is extended for another year and if the contractor makes a request to LIC for escalation in price and if the Canteen Committee feels that due to price increase it will not be viable for the contractor to continue to sell at the existing rates, such reasonable increase in price of the items supplied, as deemed fit, may be permitted by LIC.
3. Cooking oil used should be either refined groundnut oil or sun flower oil or rice bran oil. Rice used should be of good quality.
4. The contractor should furnish the name and details of the employees he proposes to employ and ID cards should be issued without which entry will not be permitted inside the campus. The employees of the contractor should wear gloves and head gear both at the time of preparing and serving food.
5. The contract can be terminated by either party by giving 2 month's notice. If the contract is terminated by the contractor without giving notice period, the security deposit is liable for forfeiture.
6. The contractor should obtain necessary license/ permission to engage labour/staff as required under the Contract Labour Regulation and Abolition Act, 1970.
7. The contractor shall designate/appoint a Manager who shall be overall in-charge of the canteen.
8. The contractor will register with the Registrar of concerned state body and furnish the details of registration number. He shall abide by the state labour and Government of India (Ministry of Labour) rules and regulations and all other statutory acts and regulations and rules relevant to this contract including **Workmen's Compensation Act, Minimum Wage Act, Provident Fund Act, and ESI, Health Department etc.,**
9. If there is any variation in the quality of material used as against the brand items expressly specified, suitable penalty as may be decided and determined by the authorized person or Committee will be levied. Repeated violations will render the contract liable for termination.
- 10 .Canteen Committee will be inspecting periodically the canteen maintained by the contractor and will be giving a report. Any deficiency in service will be brought to the notice of the contractor, which he should set right immediately. Failure to do so will attract action.

11. The contractor or his staff shall not indulge in any act which may hamper the peace or serenity of the campus , likely to be detrimental to the interests of the Corporation.
12. The contractor or his staff shall not use the premises, properties, fixtures, fittings, etc., of the LIC for any purpose other than those expressly provided in the contract. It shall be open to any official of the LIC authorized in this behalf to inspect the canteen.
- 12A The successful tenderer should not sub let the contract to any other contractor under such circumstances contract will be cancelled & security deposit will be forfeited.
13. LIC may refuse entry into the campus or order eviction of any person/workmen belongs to canteen falling into any of the following categories: -
 - (a) Does not maintain good conduct or is suspected so and/ or
 - (b) Is found reportedly indulging in activities prejudicial to the interests of the LIC.
 - (c) Is afflicted/suspected to be afflicted with any contagious or communicable diseases.

The contractor shall serve lunch or any items of refreshment only to the members of the staff of Thane Divisional Office ,their guests and the staff of other offices situated at Jeevan Chintamani Building and SHALL NOT ENTERTAIN OUTSIDERS NOT CONNECTED WITH LIC OF INDIA.

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

14. The contractor shall indemnify the LIC for any loss or damage caused to its premises, properties and belongings either willfully or otherwise or for erosion of reputation suffered by the LIC on account of negligence, wrongful or questionable conduct of the contractor or his staff, whether indulged intentionally or otherwise.
15. Immediately on termination of the agreement, for whatsoever reason, the contractor shall peacefully vacate the premises and handover to LIC all articles, equipments, furniture, Fixtures etc., in a good and working condition. Failure to do so will result in forfeiture of the security deposit and further penal action as may be deemed fit. Contractor should also remove all his stores and effects, on termination of the contract. In case of failure to remove the stores and effects by the contractor, LIC is entitled to enter into and take possession of canteen or any area which was given to the contractor and deal with the situation, as may be deemed fit.
16. With a view to achieve effective implementation of this Agreement, the Sr Divisional Manager, LIC is entitled to issue instructions, either orally or in writing to the contractor and such instructions shall be deemed to be a part and parcel of this Agreement and shall be binding on the contractor. In all matters relating to or incidental to this Agreement, if there arises any doubt or dispute or disagreement the decision of the Sr Divisional Manager shall be final and binding on the contractor.
17. The applicant should not be a party to any cartel at any time for processing any contract including the present Tender.
18. The tenderers are advised to inspect the facilities, premises etc. where the services are required to be offered and assess for requirements themselves before submission of the tender.
19. LIC of India is not responsible in any manner for the postal delay / loss / non receipt of the Tender with in specified time limit.
20. The rates to be quoted shall be inclusive of all i.e., providing canteen services inclusive of all taxes, charges, levies etc., if any.
21. The tender should be submitted so as to reach Office on or before the date and time specified in the covering letter.

22. The quotation should be type written on Company letterhead without any alteration.

22A. The successful tender should not sub-let the contract to any other contractor. Under such circumstances contract will be cancelled and security deposit will be forfeited.

23. Technical Bid, Financial Bid and EMD amount part "C" with marking of Heading should be placed in separate individual sealed covers and these three individual covers should be placed in a sealed cover should be placed in a Big sealed cover "Tender For Canteen Services"

24. .Quoting of price openly or submission of financial bid along with technical bid without putting in a separate sealed cover will result in disqualification of the tender.

25. Technical Bid, Financial Bid and EMD amount should be placed in separate individual sealed covers and these three individual covers should be placed in a sealed cover.

26. The contractor must be ready to produce books of accounts , registers other documents and data in his custody or power, before investigating officer and to furnish him with any information and statement related to affairs of the insurer or intermediary of insurance of insurance intermediary.

27. If the successful tenderers fails, in course of the agreement period, to comply with the terms and conditions of the Agreement, the damages will be claimed /recovered in full or in part as decided by the Competent Authority .

28. The Competent Authority reserves the right to change the relevant dates; to accept or reject all or any of the applications; to accept any higher bid; or cancel all tenders without assigning any reasons whatsoever.

29. Any dispute arising out of or relating to this tender shall be deemed to have arisen in Thane and shall be subject to adjudication of a competent court in Thane.

8
Notes


Sr. Divisional Manager

SCHEDULE-I Infrastructure Provided by LIC of India to Caterer in Dining Hall/Kitchen :

SI No	Items of Materials	Quantity
1	Water	As required
2	Ceiling Fans, Exhaust Fan	8+1
3	Space	2000sq
4	Chairs	46
5	Tables	11
6	Water Cooler	1
7	Water purifier	1
8	Tube lights	12



PRE 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. (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 _____(Name of the Stores/ Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and 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 stores/equipment/item at a competition 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

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

1.2 The BUYER will, during the pre-contract stage, 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 appropriate "CVO" any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

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

Commitments of BIDDERS

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

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

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

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

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

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

3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to 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.

3.7 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.

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

3.9 The BIDDER/Contractor will not commit any offence under the relevant India penal code (IPC) /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.

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

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

3.12 If the BIDDER or any 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.

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

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 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):

5.1 While submitting commercial bid, the BIDDER shall deposit an amount of -----/- 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 within 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).

5.2 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, which ever is later.

5.3 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.

5.4 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:

6.1 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 recover all sums already paid by the BUYER, and in the case of an Indian 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 LIBOR (London Inter Bank Offer Rate). If any outstanding 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 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.
- (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/recission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in the future bidding processes of LIC for a minimum period of five years which any be further extended at the discretion of the BUYER.
- (viii) 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.
- (ix) 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.
- (x) 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.

6.2 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.

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

7. Fall Clause:

7.1 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 External Monitors:

8.1 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):

- 1) Shri Arun Chandra Verma , IPS(Retd) Flat no. C-1204, C Tower, Amrapali Platinum complex , sector119 Noida(U.P),Email:- acverma1@gmail.com
- 2) Shri Jose T Mathew ,IFS(Retd) House no.37/930, Ebrahim pollai lane , via Kakkanad , Thrikkakara- 682021 Dt. Ernakulam, Kerala. Email

8.2 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.

8.3 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 /Contractor as confidential.

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

8.5 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.

8.6 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.

8.7 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.

8.8 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

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.

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

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8.7 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.

8.8 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:

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

12.2 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.

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

BUYER



Signature of the In-charge-
Designation : **Manager(OS)DM**
Deptt./MINISTRY/PSU : **LIC of India,**
Thane Divisionl Office, Thane

Witness 1 :
Witness 2 :

BIDDER

Signature of CEO -

1:
2: