



Bardhaman Divisional office, Gopalnagar ( Ghordour chati )  
PO-Sripally ,Near Baikunthapur GP-2,BARDHAMAN-713103  
**OS Department**

BDO/OS/COURIER/2025

## Notice

LIC of India, Bardhaman Division under Eastern Zone intends to invite sealed Quotations for courier Services on contact basis. Tender forms are available at the Bardhaman Divisional office during office hours.

For complete details and bid documents please log on to [www.licindia.in](http://www.licindia.in) and go to “Tenders” and click on the link “Tender for selection of Courier Service Vendor under Bardhaman Division”.

Manager(OS)



LIC OF INDIA, BARDHAMAN DIVISIONAL OFFICE, GHORDOUR CHATTI, GOPALNAGAR, PO:SRIPALLY, BURDWAN, 713103, Email ID: [os.bardhaman@licindia.com](mailto:os.bardhaman@licindia.com),9433161762

BDO/OS/COURIER/2025

DATE:09.07.2025

**TENDER NOTICE FOR COURIER SERVICE**  
**(Tender No:BDO/E&OS/07/2025)**

LIC of India, Bardhaman Division under Eastern Zone intends to invite sealed Quotations for courier Services on contact basis. Tender forms are available at the Bardhaman Divisional office during office hours.The Tender Schedule is as under.

No.	ACTIVITY	SCHEDULE
1	TENDER ISSUE DATE	11/07/2025
2	LAST DATE OF TENDER SUBMISSION	31.07.2025 UPTO 3 PM
3	TENDER OPENING DATE	31.07.2025, 3.30 PM
4	OPENING OF TECHNICAL BID	Date as per the suitability of the TECHNICAL EVALUATION COMMITTEE
5	OPENING OF FINANCIAL BID	It will be opened in presence of Technically qualified Bidders only, to be intimated separately.
6	TENDER FEE	Rs 100 + GST@18%= Rs 118.00
7	EMD	Rs 10000.00 (refundable)
8	SECURITY DEPOSIT	Rs 10000.00(mandatory for the successful bidders only)
9	ADDRESS TO	Manager(OS),LIC of India, Bardhaman Divisional Office, Ghordour Chatti, Gopalnagar,PO:Sripally, Bardhaman,713103

\*\* PAYMENTS can be done at the cash counter of Bardhaman Divisional Office during cash hours or to be submitted with tender forms in form of DD/Banker's Cheque drawn at any PSU bank in favour of LIC of India payable at Bardhaman only.

**Sr.Divisional Manager.**

LIC OF INDIA, BARDHAMAN DIVISIONAL OFFICE, GHORDOUR CHHATI, NEAR BAIKUNTHPUR GP:2, PO:SRIPALLY, PURBA BARDHAMAN,713103,email :[os.bardhaman@licindia.com](mailto:os.bardhaman@licindia.com),9433161762

BDO/OS/Tender/Courier/2025

**Annexure:A**

Life Insurance Corporation of India, Bardhaman Divisional Office at Ghordour Chhati, near Baikunthpur GP:2,PO:Sripally, Purba Bardhaman, 713103 invites sealed tender under Courier service to provide courier of documents and valuable goods. Interested vendors are required to submit the FINANCIAL BID in commensurate to the Terms & Conditions given therein. The duly filled sealed Bid are to be dropped in the Tender Box kept at LIC, Bardhaman Divisional Office.

**Terms & Conditions:**

**I) Scope of Work:**

1. The successful Bidder will have to provide courier services to LIC of India, Divisional Office, Bardhaman by deploying their personnel to collect & deliver post as per appropriate instructions issued by LIC of India officials from time to time.
2. The service provider will have to engage persons with suitable letter of authority and identity card to carry out the services mentioned below:
  - a. To provide daily Courtier Services by collecting articles during office hours from LIC Bardhaman Divisional Office.
  - b. Daily collection of Dak from the location would be done preferably between 4 PM to close of office hours or mutually agreed time with LIC, Bardhaman DO.

**II) Eligibility Conditions:**

1. Only authorised agencies in the business of proving courier service with minimum experience of three years can apply.
2. The courier agency should have their offices in Purba Bardhaman, Paschim Bardhaman & Birbhum District. The agency should be able to pick up the articles from Bardhaman Divisional Office & deliver the articles in any location of India. Corporation may add or delete locations or change address of locations as and when necessary. The agency should be able to deliver the articles to the respective addressee as per the address to be mentioned for each articles. No additional/extra charge shall be paid for the services for such addition/modified locations.
3. Average financial turn over ending with March 2025 should not be **less than 2 Lacs**.
4. The Bidders shall have the following registrations, the details of which are to be provided in the Technical Bid.
  - a) Registration with various statutory bodies as necessary for carrying out the business.
  - b) GST registration.
  - c) PAN number.
5. Bidder must have proper tracking system to track the consignment .
6. Bids received without requisite documents shall not be entertained.
7. Bidders declared by the Govt of India or any other PSU to be ineligible to participate for unsatisfactory performance, corrupt, fraudulent or any other unlawful or unethical business practices shall not be eligible.
8. Bidders should not be involved in any major litigation that may have an impact of affecting or compromising the delivery of the services as required under the tender.
9. Integrity Pact in Annexure F is apart of this contract and hence those bidders who commit themselves to the Integrity Pact should only be considered in the Bidding Process and they are to submit the pact duly signed and stamped.

**III) Period of Contract:**

1. LIC of India intends to enter into an agreement with the successful bidder for an initial period of one year with a provision for further extension by one year at a time(maximum three years) with the same terms & conditions at the sole discretion of LIC of India.
2. The rates quoted shall be including of all taxes,duties etc excluding GST.
3. Proof Receipt of Delivery(POD) is to be submitted within a month and on demand in specific cases, if required earlier and shall preserve the delivery records at least for a period of 12 months and shall be in a position to produce the same as and when demanded in case of any dispute.
4. The Agreement of Contract should be executed on Non Judicial Stamp paper of Rs 100/-(Rs One hundred only)

#### IV) Termination:

1. LIC may terminate the contract without assigning any cause by giving **three months' notice** in writing. However, the notice may be extended by mutual agreement till alternate arrangement is made. Further, any pending or unresolved service, function,task, performance, unpaid fees and any other remedies shall continue by both the parties during the period of termination notice and the same must be satisfied before this agreement is terminated.
2. The agency shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which would have derived from the execution of the work in full,but which he did not derive in consequences the full amount of the work not having been carried out, neither shall he have any claim on compensation/damage for the loss suffered by him by reason of termination of agreement by LIC.
3. LIC without prejudice to any other remedy, reserves the right to terminate the Tender/Contract in whole or in part and also to blacklist the agency for suitable period without giving any notice or found guilty for breach of conditions/s of the tender or contract, negligence, carelessness, inefficiently, fraud, mischief and misappropriation or any other type of misconduct by agency or by its staff or agent. LIC's decision in such a situation shall be final and shall be accepted by the service provider without any objection or resistance. In such case of termination, LIC will have the right to put in place any other agency for carrying out the remaining enrolment work. Any extra expenditure shall be received from the agency.

#### V) Tender Fee/EMD/Security Deposit:

**Rs 118.00** (100 + GST) and **Earnest Money Deposit(EMD)** of **Rs 10000.00** (ten thousand)only are to be deposited . EMD is refundable only to the unsuccessful bidders. The successful Bidder has to deposit **Rs.10000.00** (Rupees ten thousand) only as **Security Deposit** which will be refunded without interest on expiry of the Contract. **Tender Fee and EMD are exempted for the vendors having MSME/ NSIC Certificate.**

All the above fees may be deposited either in cash at the Bardhaman Divisional Office during Cash hours or may be submitted in the form of DD/Banker's cheque. drawn at any Nationalized Bank in favour of LIC of India payable at Bardhaman along with tender quotation.

#### VI) Payment terms:

1. Invoicing & Payment: The Service provider has to submit their monthly invoice/bill in duplicate to LIC of India at the end of each calendar month on before 7<sup>th</sup> of the following month for the services rendered during the billing month along with proof of delivery (POD).
2. payment will be made by NEFT/RTGS only after deducting applicable TDS and any Statutory Deductions as per law.

#### VII) Liquidated Damages/Penalty Clause:

1. **The timely and accurate delivery of the letters/articles/packages/documents etc, with utmost promptness is the essence of this tender.** Extension of the time of the delivery of articles etc beyond the agreed delivery will not be given except in exceptional circumstances. In case of delay in delivery beyond the agreed delivery schedule, **penalty at the rate of 5% per day** of the freight value for that consignment or part thereof, is

payable by the service provider subject to **maximum 25%** of total freight Value of delivery rate. Quantum of liquidated damages and levied by LIC shall be final and not challenged by the agency.

2. The agency shall exercise due care and caution while transporting the consignments to avoid any damage or loss at any stage. The agency shall be responsible for the safety of the consignment in their custody. LIC shall be at liberty to recover all damages or any payable amount from the agency's monthly bills, if the agency fails in taking care of the consignment while its custody. The Third party charges, if any, shall also be borne by their agency.

3. All the material shall be deemed to be in possession of the agency and his care and custody, at his risk and responsibility from the moment they have been handed over to and accepted in writing by the agency or his representative at the pick up point and till such time they are delivered to the addresses under proper acknowledgment. The agency shall be responsible for any mishap, accident enroute, the consequences thereof including legal compensations, if any, and payable during the execution of the contract. LIC shall not be in any way responsible for any accident or damages incurred or claims arising therefrom during the period of the contract.

4. The Corporation shall not be liable to pay any damage/claims, made under the workman's compensation Act or rules there under or for compensation payable in consequence of any accident or injury sustained by any person in employment for the purpose of this courier Service.

5. Subject to the clause of **Force Majeure** if the bidder fails to provide the service as agreed, LIC at this discretion may without prejudice to any right or remedy available to LIC in the tender and the Contract, forfeit the entire performance Security Deposit submitted by the agency, apart from blacklisting of the agency for further participation in any of the tenders of LIC.

#### **VIII) Validity:**

The price finalized after opening the tender shall not increase throughout the period of implementation and operation. In case of withdrawal of the tender or modifying the terms & conditions by the tenderer, the Firm/Agency will be suspended for a period of 3 years from submitting bids to the Corporation.

#### **IX) Indemnity:**

The courier agency hereby covenants and agrees to indemnify and shall at all times keep indemnified LIC against any loss or damage that LIC may sustain as a result of failure or negligence, carelessness, fraud, misappropriation or any other type of misconduct of the agency and pay all losses, damages, costs, charges and expenses which LIC may reasonably incur or suffer and to indemnify and keep indemnified LIC in all respects.

#### **X) Jurisdiction:**

Any dispute arising out of this acceptance/tender/contract shall be referred to for "Arbitration" to the Sr. Divisional Manager, Bardhaman and his/her decision shall be binding on the Firm/Agency/Vendor. Any dispute arising out or relating to the this tender shall be deemed to have arisen IN Bardhaman and shall be under adjudication in courts in Bardhaman City.

#### **XII) General Conditions:**

a) Tender Fee: Rs 118.00 (100/- + GST@18%) (**Rupees One hundred eighteen only**) which is non refundable is to be paid by way of cash/Demand Draft/banker's cheque form any Nationalized Bank in favour of LIC of India payable at Bardhaman.

b) Tenders should be filled with neat and correct entries. Indistinct figures should be avoided. The amounts/rates should be filled in figures as well as word. Correction /Omission /Overwriting/Cutting should be dated and initiated. If there is any difference in words and figures, the rates written in words shall be taken for calculation.

c) Rate must be quoted for all categories and all groups. No column should be left blank.

- d) The tender should be signed at all places provided therein. All corrections/alterations should be initiated.
- e) LIC of India reserves the right to reject any /all tenders without assigning any reasons. Tenderers are advised to carefully note the instructions contained/mentioned in the tender.
- f) The service provider must report to the OS dept of LIC Bardhaman Division on weekly basis for details of complaints/suggestions if any, with regard to services to be rendered in the Divisional Office.
- g) **Consignments addressed to any location in India should be delivered within reasonable time limit that is for area /locations coming under Bardhaman DO jurisdiction (Purba & Paschim Bardhaman, Birbhum district) within 48 hrs or two working days from the time of picking up , for other places in WB within 72 hrs or three working days and other places in India outside West Bengal within 96 hrs or four working days from the date of picking up of the consignment.**
- h) The Contractor will have no right to transfer or assign the contract or any rights thereunder to anyone.
- i) If the service provider commits breach of any covenant or any clause of this agreement, LIC may send a written notice to the service provider to rectify such breach within the time limit specified in such notice. In the event the service provider fails to rectify such breach within the stipulated time, the Agreement shall forthwith stand terminated and the service provider shall be liable to the LIC for losses or damages on account of such breach.
- j) Conditional tenders will not be accepted.

**Sealed Tenders addressed to the Manager(OS), LIC of India, Bardhaman Divisional Office, Ghordour Chhati, 1st floor, near Baikunthpur GP:2, PO: Sripally, Purba Bardhaman,713103 should reach on or before 15.00 hrs on 06.08.2025. Tender will be opened on 06.08.2025 at 15.30 hrs.**

**Sr.Divisional Manager.**

Agreed & Accepted

**Signature of Tenderer/Vendor with Seal**

**LIC OF INDIA, BARDHAMAN DIVISIONAL OFFICE****Annexure: B****INSTRUCTIONS REGARDING SUBMISSION OF TENDERS:**

Non-compliance with any of the following instructions would render the tender non-bonafide

I. The courier firm/agency should have their office at any location under Purba Bardhaman, Paschim Bardhaman & Birbhum District and own establishment / Franchisees at other locations, so that they will be able to deliver the articles within the stipulated time limit. The tender shall be responsible for services of his franchises

- I. **Tenders shall be submitted at OS Department, LIC of India, Divisional Office, Bardhaman on or before 06.08.2025 upto 3 PM and will be opened on 06.08.2025 at 3.30 pm.** Vendors shall ensure that their tenders are received before the date and time specified in the notice of tender. No consideration, whatsoever shall be given for postal or any kind of delays. Tenders not submitted as per our schedules are liable to be rejected summarily.
- II. The tenders shall be submitted in the following format
- Envelope No 1:** Application Forms as duly completed, Stamped and signed with all enclosures. (Technical Bid duly completed in Annexure D along with duly signed and stamped copies of Tender Notice, Terms and Conditions (Annexure A), Instructions regarding submission of Tenders (Annexure B), Undertaking Letter by Vendor (Annexure C). The envelope should be Properly sealed and super scribed as "Tender for Courier services - TECHNICAL BID".
- Envelope No. 2:** Duly Completed, Stamped and Signed Financial Bid (Annexure E) — to be sealed and super scribed as "Tender for Courier services — FINANCIAL BID".
- Envelope No 3:** Super Scribed as TENDER FEE with the following:
- i. TENDER FEES - DD/ Banker's Cheque / Copy of Miscellaneous receipt deposited in cash at cash counter of LIC of India. EMD of Rs 10000.00
- Envelope No 4:** All the Envelope No I, 2 and 3 are to be put into this envelope. The envelope should be sealed properly with sealing wax and super scribe as "**Tender for Courier services at LIC of India Bardhaman Division**".
- III. Service Providers should put their firm's endorsement on each page of the tender document as token of perusal along with signatures & proper seals on all relevant places as marked on the tender documents.

Service Providers should fill up all the relevant blanks and no alterations/additions are to be made by the Vendors in the contents of the tender paper. If at any later date, it is found that the documents and certificates submitted by the Service Provider are forged or have been manipulated, the work order issued to the Service Provider shall be cancelled and the Security Deposit issued to the Corporation shall be forfeited without any claim whatsoever on the Corporation.

Proposal for any alterations or changes to the terms and conditions laid down in the tender document would warrant rejection of the tender, at the discretion of the Sr. Divisional Manager Divisional Office,

- IV. The Service Provider is required to check the number of pages as per the index and should any be found missing or to be in duplicate, or if the figures or writing be indistinct, he should inform The Manager (OS) at once and have the same rectified.
- V. In case any clarification is sought over items in our schedule of quantities with respect to technical specification and commercial terms and conditions, or over the precise meaning of any items or figure the same should be addressed to the office of the undersigned, in writing, well before opening date of tender and it will be redressed by our office immediately.

9.The rates quoted by the vendor shall be the same throughout the contract period and are to cover for charges for materials, labour, loading, unloading etc. (but excluding GST) at all locations under LIC of India, Bardhaman\_Division, during the contract period. Price rate should be uniformly applicable for Branches/Satellite Offices irrespective of their location.

10. Item rates should be quoted both, in figures and words. Rates quoted in words would be taken as bona fide and in case of dispute in amount in words & figures, rates in words would be precedence and the amount for the work order shall be worked out as per rates written in words only.

II . Tender rates shall remain valid for 90 days from the date of opening of the Technical Bid.

**Signature of Tenderer / Vendor with Seal**



**Undertaking letter by Vendor to L.I.C. OF INDIA, BARDHAMAN DIVISION**

The Sr. Divisional Manager,  
Life Insurance Corporation of India,  
Bardhaman Division.

Dear Sir/Madam,

sub: **Tender for ANNUAL CONTRACT FOR COURIER SERVICES at Offices of Life Insurance Corporation of India under Bardhaman Division.**

With reference to the above tender Notice, having examined and understood the instructions, terms and conditions forming part of the tender forms, we hereby enclose our offer for the Annual Contract of Courier Services as detailed in your above referred tender notice. I/We hereby confirm that we have not been blacklisted by LIC or any PSU/BFSI organization/ Government /Semi Govt./Quasi Govt. Departments in India, as on date of submission of bid in response to the above Tender.

I/We have read and examined the notice Inviting Tender, Corrigendum, Annexures, scope specifications applicable, General Rules and Instructions , General Condition of Contract, all documents referred to in the conditions of contract and all other contents in the tender document for the work and accept the terms and conditions of the Tender in full conformity.

I/We further confirm that the offer is in conformity with the terms and conditions as mentioned in the tender form. I/We also confirm that the offer shall remain valid for one year from date of award of work. I/We understand that the Corporation is not bound to accept (he offer either in part or in full and that the Corporation has the right to reject the offer in full or in part without assigning any reason whatsoever. I/We have read the instructions appended and all terms and conditions.

I/We understand that if any false information is detected at a later date, any future contract made between ourselves and LIC of India, on the basis of the information given by me / us can be treated as invalid by the Corporation and I/We will be solely responsible for the consequences. I/We agree that the decision of LIC of India in selection of Service Providers will be final and binding to me/us.

All the information furnished by me here under is correct to the best of my knowledge and belief. I/We agree that I/We have no objection if inquiries are made about the work listed by me/us in the accompanying sheets.

I/We agree that I/We have not applied in the name of sister concern for the subject tender. Copy of Miscellaneous Receipt issued by F&A department, LIC of India or Demand Draft towards Tender Fee are enclosed herewith.

**Authorized      Signatories(Name      &      Designation      of      the      Firm      with      Seal)**

LIC OF INDIA, BARDHAMAN DIVISION.

TECHNICAL BID

ANNEXURE 'D'

TENDER FOR PROVIDING COURIER SERVICES FOR LIC, BARDHAMAN DO

Kindly provide information for the following:

SL	INFORMATION SOUGHT	
1.	Name of the firm(In block Letters)	
2.	Date of Establishment/Incorporation (The firm should have been established 3 years before) as at 31.03.2025	
3.	Correspondence address and Telephone No. [Details of email and website, if any]	
4.	Application Fee Particulars: Amt. Rs 100/-+G.S.T = Rs. 118/-	
5	Address of Head Office (if Separate) and Telephone No.	
6	Status Proprietary/Partnership limited company/Public Limited Company	
8.	Whether the Courier Firm is registered with concerned authority. Certificate co should be enclosed.	
9.	Name of Chief Executive with his Present addresses and Telephone Nos.	
10	Name of Representative (s) with Designation who would be calling on us and attending to our jobs	
11	Name of bankers with addresses with whom you maintain the bank	

	accounts. (Xerox copy of cheque leaf or First page of Pass Book to be enclosed)	
12.	P AN No. (Copy to be enclosed)	
13.	G.S.T No. Copy to be enclosed	
14.	Work Orders of 3 PSUs / State Govt./ Central Govt. to be enclosed.	
15.	State the latest Income Tax Assessed year and the amount of tax assessed (copies of last 3 years, IT Returns, Balance sheets & Revenue A/C to be enclosed)	FY 2022-23
		FY 2023-24
		FY 2024-25
16	Turnover for last <u>Three</u> years (Copies to be enclosed)	FY 2022-23
		FY 2023-24
		FY 2024-25
17.	Do your Firm have Branches in Purba Bardhaman, Paschim-Bardhaman & Birbhum District and other locations to cover services at all our LIC offices present in India?	
18.	Do your Firm have SMS/website tracking system to track the consignment	
19.	Are you agreeable to abide strictly by the Terms and Conditions of the Tenders and Contracts	

Note • All the relevant documents / certificates are to be enclosed. All the pages of application forms and documents must be signed with seal.

I. I/We have read the instructions appended to the Annexure "A" (Terms & Conditions governing the contract), Annexure "B" (Instructions to Bidders), Annexure C (Undertaking), and Annexure D" (Technical Bid). I/We understand that if any false information is revealed at a later date, any contract made between ourselves and the Corporation, on the basis of the information given by me/us can be treated as invalid at the sole discretion of the Corporation and I/We will be solely responsible for the consequences.

VI. I/We agree that the decision of the Corporation will be final and binding on me/us.

VII. All the information furnished by me hereunder is correct to the best of my/our knowledge and belief. DATED AT.....THIS DAY..... OF 2025.

**AUTHORISED SIGNATORIES WITH SEAL**

**LIC OF INDIA, BARDHAMAN DIVISION.  
FINANCIAL BID**

**Annexure: E**

The Sr.Divisional Manager  
LIC of India.Bardhaman Division.

With reference to your Tender for providing courier service for dispatch of documents/articles to various destinations, we hereby submit our rates as under.

SL	LOCATIONS	TOTAL RATE(Rs) as per Annex E1
1	Bolpur, Rampurhat , Nalhati	
2	Illam Bazar, Katwa, Kandra	
3	Suri, Dubrajpur	
4	Panagarh, Bhatar, Galsi	
5	Sehara Bazar, Kalna, Monteswar	
6	Memari, Jamalpur	
7	Sainthia, Dainhat, Kirnahar	
8	Gushkara, Nutanhat	
9	BBO-I, BBO_II, BBO_III( Burdwan town)	
10	Eastern Zonal Office(Kolkata City)	
11	Other districts in West Bengal	
12	Other States and Central Office, Mumbai	
	<b>GRAND TOTAL</b>	

- Contract will be awarded to the vendor whose overall weighted rate for all the categories taken together is the lowest one.
- The price quoted should be inclusive of all the charges excluding prevailing GST rates. The bill must incorporate the GST number of the vendor and of LIC of India, Bardhaman DO as well.
- All P. O. D (proof of delivery) will be provided along with the monthly bill and also on demand as and when required by the Divisional Office or other offices of the Corporation, within two days from the date of demand in specific cases. The PODs should invariably bear date of delivery and the seal WITH SIGNATURE of the consignee.
- Daily visits to all offices under Bardhaman DO are compulsory. The Courier person visiting the offices should confirm every day from office Services Department(OS) of respective offices that no dispatch of any department is left out. And to ensure the same adequate persons should be deployed by the agency.
- The firm/ agency should submit invoice to respective LIC office where the consignments have been collected for payment by 5 working day of next month. The invoice should consist of location wise details of DAK duly verified by authorized person of location/ office. Income tax deductions as applicable of time shall be made during bill settlement.
- In case the services of the courier are not found satisfactory, the Competent Authority reserves the right to cancel/terminate the contract before the expiry of the contract period.

**Signature of Tenderer/Vendor with Seal**

**LIC OF INDIA, BARDHAMAN DIVISION**
**ANNEXURE:E 1**
**Rate Quotation for Courier Service under Bardhaman DO**

SL	Avg Rate of each Address in resp of each block of weight	1 gm to 100 gm	101 gm to 250 gm	251 gm to 500 gm	501 gm to 750 gm	751 gm to 1000 gm	1001 gm to 2500 gm	2501 gm to 5000 gm	5001 gm to 7500 gm	7501 gm to 10000 gm	10001 gm to 15000 gm	15001 gm to 20000 gm	20001 gm to 25000 gm	25001 gm to 30000 gm	30001 gm to 50000 gm	50001 gm to 60000 gm	60001 gm to 75000 gm	75001 gm to 100000 gm	100 kg + per kg above 100 kg	TOTAL(Rs)
1	BOLPUR, RAMPURHAT, NALHATI																			
2	ILLAMBAZAR, KATWA, KANDRA																			
3	SURI,DUBRAJPUR																			
4	PANAGARH, BHATAR, GALSJ																			
5	SEHARA BAZAR, KALNA, MONTESWAR																			
6	MEMARI, JAMALPUR																			
7	SAINTHIA, DAINHAT ,KIRNAHAR																			
8	GUSHKARA																			
9	BBO-I, BBO-II, BBO-III																			
10	EASTERN ZONAL OFFICE, KOLKATA CITY																			
11	OTHER DISTRICTS IN WB																			
12	OTHER STATES & CENTRAL OFFICE																			
	<b>TOTAL</b>																			

Signature of Tenderer/Vendor with Seal

Date:

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## **PRE CONTRACT INTEGRITY PACT**

### **General:**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on..... day of the month of .....2025. , 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/s .....represented 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 Courier Service and the BIDDER/Seller/Service Provider is willing to offer/has offered the services and

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

NOW, THEREFORE,

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

Enabling the BUYER to obtain the desired said stores/ equipment/ item/service at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

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

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

### **1.Commitments of the BUYER**

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

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

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

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



case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

### **Commitments of BIDDERS**

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

- 3.1** The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2** The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract of any other contract with the government for showing or forbearing to show favour or disfavor to any person in relation to the contract of any other contract with the Government.
- 3.3** Foreign BIDDERS shall disclose the name and address of their Indian agents and representatives in India, and Indian BIDDERS shall disclose their foreign BUYERS or associates.
- 3.4** BIDDERS shall disclose the payments to be made by them to their agents/brokers or any other intermediary, in connection with this bid/contract.

- 3.5** The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/ integrator/authorized agent of the stores/equipment/items and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6** The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries, including officials of the BUYER or their family members, if any, in connection with the contract and the details of services agreed upon for such payments.
- 3.7** The Bidder will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
- 3.8** The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9** The BIDDER/Contractor will not commit any offence under the relevant India Penal Code (IPC) /Prevention of corruption (PC) act. Further, the bidder will not use improperly, for purposes of competition or personal gain, pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

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

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

**3.12** If the Bidder or any of the key personnel of the bidder, actively involved in the project is a relative of any of the actively involved personnel of the Buyer, the same should be disclosed.

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

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

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

#### **4. Previous Transgression**

**4.1** The BIDDER declares that no previous transgression occurred in the last 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):

Sri Arun Chandra Verna, IPS(Retd) Flat No C-1204, C Tower, Amarapali Platinum Complex, Sector 119, Noida(UP). Email-id [acverma1@gmail.com](mailto:acverma1@gmail.com),

Shri Jose T. Mathew, IFS (Retd.) House No. 37/930, Ebrahim Pillai Lane, Via Kakkanad, Thirkkakara – 68202, email-id [jtmat507@gmail.com](mailto:jtmat507@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 **Chairman, LIC** within 8 to 10 weeks from the date of reference or intimation to him by the BUYER /BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

**6.9** If the Monitor has reported to the Chairman, LIC, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman 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

BIDDER

Name of the Officer:

CEO:

Designation

Deptt./

Witness

1.....

1.....

2.....

2.....