



TENDER DOCUMENT

FOR

ARC WITH TRAVEL

AGENCIES FOR

PROVIDING AIR TICKETING

SERVICES

AT

LIC OF INDIA, Nashik Divisional Office at Jeevan Prakash, Gadkari Chwok, Old Agra Road, Nashik-422002 and its branches, Satellite Offices, Nashik, Jalgaon, Dhule, and Nandurbar Districts.

PART A – NOTICE INVITING TENDER

TENDER FOR ARC WITH TRAVEL AGENCIES FOR PROVIDING AIR TICKETING SERVICES FOR LIC OF INDIA, NASHIK DIVISIONAL OFFICE.

TENDER NO: 4/ 2025-26

Life Insurance Corporation of India, NASHIK DIVISIONAL OFFICE, NASHIK proposes to invite Sealed Tenders from Air Ticket Booking Agencies (Domestic) for Air Ticket booking of LIC's Executives/Officials/Employees/Agents/Others **from empanelled vendors under Nashik Divisional Office only.**

A panel of agencies will be prepared on the basis of qualifying conditions of Technical Bid and Financial Bid which will be valid for 1 (One) year. This validity period may be further extended by one year based on satisfactory performance and mutual consent with approval of the Competent Authority. The approximate business volume for the next one year will be Rs. 18 Lakhs in terms of sale of air tickets.

Service is to be provided for the offices of Nashik Divisional office Jurisdiction comprising four districts Nashik, Dhule, Jalgaon and Nandurbar

The proposals of the Bidders will be evaluated on Technical and Financial based selection.

The Bidders who fulfill all the requirements in the Technical Bid (Part D) and fulfills all other Terms and Conditions as per Tender document will be treated as qualified and considered eligible for opening of Financial Bid.

Schedule for the tender process is as given below:-

| | |
|---|--|
| Tender Notification Number and Date | |
| Earnest Money Deposit | Rs. 4000/- to be paid through online in LIC account as per details given below BENEFICIARY NAME: LIC OF INDIA ACCOUNT NO: 510101003417998 IFSC CODE: UBIN0903400 BRANCH : NASHIK |
| Time , Date and Place for receipt of Tender Documents(LAST DATE) | Time – 11.30 PM Date – 14.08.2025 Place - O.S Dept., LIC OF INDIA, Nashik Divisional Office, 2 nd floor, 'Jeevan Prakash', Gadkari Chowk, Old Agra Road, Nashik-422002. |
| Pre- Bid meeting with Tenderers | Time – 11.30 AM Date – 30.07.2025 Place - O.S Dept., LIC OF INDIA, Nashik Divisional Office, 2 nd floor, 'Jeevan Prakash', Gadkari Chowk, Old Agra Road, Nashik-422002 |
| Time , Date and Place of Opening of Tender Document | Time – 4.30 PM Date – 14.08.2025 Place - O.S Dept., LIC OF INDIA, Nashik Divisional Office, 2 nd floor, 'Jeevan Prakash', Gadkari Chowk, Old Agra Road, Nashik-422002 |

*** Tender document should be downloaded from the Corporation's website from the link: www.licindia.in

The downloaded tender form must be complete in all respect and dropped in the tender box placed at the above mentioned address strictly within the dates and time mentioned above along with separate envelopes for Technical Bid and Financial Bid and Online payment of Rs 4000/- towards the Earnest Money Deposit (EMD).

The tenders received after the last date and time of submission as mentioned above shall be rejected.

LIC of India reserves the right to call for clarification/additional requirements or otherwise from the applicant at the time of analysis of the tenders received in response to this notice.

LIC of India does not bind itself to accept the lowest or any other tender and reserves the right to reject all or any Bid or cancel the tender without assigning any reason whatsoever.

Senior Divisional Manager

PART B – GENERAL RULES & INSTRUCTIONS

Life Insurance Corporation Of India, Nashik (hereinafter referred to as "The Corporation ") invites tender for empanelment of agencies for booking of air tickets (Domestic / International) for LIC's Executives/Officials/Employees/Agents/Others.

A panel of agencies will be prepared on the basis of qualifying conditions of technical Bid and financial Bid, which, will be valid for 1 (One) year. This validity period may be further extended by one year based on satisfactory performance and mutual consent with approval of the Competent Authority.

1. Tender should be dropped in Tender Box (placed at LIC Divisional office at the below address) in sealed envelope bearing address:-

"The Manager(OS),O.S Dept., LIC OF INDIA, Nashik Divisional Office, 2nd floor, 'Jeevan Prakash', Gadkari Chowk, Old Agra Road, Nashik-422002.

2. The last date and time for submission of tender is 14.08.2025 up to 11.30 AM. The tender (Technical Bid) will be opened on 14.08.2025 at 4.30 PM. The venue of opening of Technical Bid will be same as given above. i.e. The Manager(OS),O.S Dept., LIC OF INDIA, Nashik Divisional Office, 2nd floor, 'Jeevan Prakash', Gadkari Chowk, Old Agra Road, Nashik-422002.".The Technical Bids will be opened in presence of Tenderer or their authorized representatives. Tenders received after 11.30 AM on 14.08.2025 will not be entertained and shall be rejected forthwith. Decision of the Competent Authority in this regard will be final, conclusive and binding on the tenderers' and the Corporation takes no responsibility for any delay whatsoever for submission of tender after due date and time given here above.

3. The tender form may be downloaded from website of Corporation-www.licindia.in or can be obtained from the office address as mentioned above. The Manager(OS),O.S Dept., LIC OF INDIA, Nashik Divisional Office, 2nd floor, 'Jeevan Prakash', Gadkari Chowk, Old Agra Road, Nashik-422002.

4. The Bid shall be valid for the period of 180 days from the last date of submission of the tender.

5. The tender shall be submitted in two parts i.e. Part-D (Technical Bid) & Part-E (Financial Bid).The submission of tender document is as detailed below:

Master Envelope-1: It should be super-scribed '**TENDER FOR ARC WITH TRAVEL AGENCIES FOR PROVIDING AIR TICKETING SERVICES**

The same shall bear the address as given below :- The Manager(OS),O.S Dept., LIC OF INDIA, Nashik Divisional Office, 2nd floor, 'Jeevan Prakash', Gadkari Chowk, Old Agra Road, Nashik-422002.

and shall contain the following: Envelope-2 (Technical Bid) super-scribed as 'Technical Bid for Tender of providing Air Ticketing Services'

Envelope-3 (Financial Bid) super-scribed as 'Financial Bid for Tender of providing Air Ticketing Services

Technical Bid i.e.Envelope-2 shall contain the following:

Covering letter on Bidder's letter head as per the Annexure II (Bid submission form)

Bidder's general details /information, as per Part-D (Technical Bid)

Letter of Authority in favour of any one or two agency's Executives conferring authority to attend the Technical Bid & Financial Bid opening on specified dates & venue as per Annexure IV

Documents relating to agency's eligibility criteria mentioned below (All Annexure from Annexure I to Annexure VI)

EMD of Rs. 4000/- to be paid through online in LIC account as per details given below

BENEFICIARY NAME: LIC OF INDIA ACCOUNT NO: 510101003417998

IFSC CODE: UBIN0903400

BRANCH: NASHIK

The envelope containing the Technical Bid should not contain any reference about the Financial Bid, failing which, the Bid shall not be taken up for scrutiny/assessment and shall be rejected.

Financial Bid i.e. Envelope-3 shall contain: the Financial Bid in the format i.e. Part-E given in the tender document. Submission of Financial Bid in any format other than the format provided in the tender document will not be accepted and the Bid will be rejected.

6. Those Technical Bids which are found to be in order i.e. satisfying all the stipulated conditions in the contract shall be short-listed and Financial Bids of only such short-listed Bidders will be opened.

7. Please note that all the information desired need to be provided. Incomplete information may lead to non-consideration of the Bid proposal.

8. Bids must be accompanied by Earnest Money Deposit of Rs .4,000/- as specified in the Bid document. The EMD of unsuccessful Bidders will be refunded within 30 days of completing the Bidding process without any interest.

9. LIC reserves the right to change the dates mentioned in this Tender document, which will be communicated to the Bidders or will be published in LIC's website.

10. The information provided by the Bidders in response to this Tender document will become the property of LIC and will not be returned. LIC reserves the right to amend or reissue this Tender and all Amendments will be communicated to the Bidders or will be published in LIC's website and such amendments will be binding on them.

11. The Bids will be examined by LIC to determine whether they are complete and whether the required Bid security and other details / documents have been furnished / submitted. Bid determined as not substantially responsive will be rejected. LIC may at its discretion waive any minor non-conformity or irregularity in Bid if it does not constitute a material deviation. Decision of LIC in determining whether any deviation is material or not shall be final and binding to all.

12. The validity of offer of the successful Bidders shall be for 01(One) year from the date of finalization of the order and the successful Bidder will be bound to provide service at agreed rates and Terms & Conditions during this period. This validity period may be further extended by one year based on satisfactory performance and mutual consent and with approval of the Competent Authority

13. Any agency submitting the tender shall be deemed to have read and understood the terms and conditions, scope of the work, etc. and quote accordingly.

14. MSME holders have to submit the requisite document as per Annexure V

15. LIC of India reserves the right to call for missing/additional requirements or otherwise from the applicant at the time of analysis of the tenders received in response to this notice.

16. Any conditional offer / tender shall not be considered.

17. Any modification in the tender after opening date shall not be considered.

18 The Tenderers should read and understand all the terms and conditions of the Tender before applying as the submission of the tender shall be deemed to signify the acceptance of the terms and conditions of this tender and Annexure forming a part and parcel of it and the successful tenderer shall sign and execute a Contract subsequently which shall be inclusive of the terms and conditions as set forth in this Tender. The Bidder should not have been blacklisted by any office of LIC of India or any other establishment. (An undertaking in this regards is to be submitted on Bidder's letter head as per Annexure III).

19. Any effort on the part of Bidder to influence Bid evaluation process or award of contract may result in the rejection of the Bid.

(The Bidder shall be disqualified if any of these criteria are not fulfilled or the documents submitted are found to be false. The LIC reserves the right to modify or amend the eligibility criteria. The LIC's decision in any matter related to this Bid shall be final & binding on all concerned).

20. The Bid shall be signed by a person or persons so authorized by the Bidder. In case, the Bidder is a Company, the officer so authorized by the Company with its seal duly affixed shall sign the Bid.

21. Successful Bidders shall enter into an agreement with LIC on non-judicial stamp paper.

ELIGIBILITY CRITERIA FOR ONLINE & OFFLINE BOOKING OF TICKETS:

1. The Travel Agency should have experience of at least Five years as on 31.03.2025 in the relevant field and providing such services to reputed Financial Institutions/PSUs/MNCS/Large Corporate

2. The Travel Agency should be a sole proprietary concern/partnership firm/company and should be registered with Registrar of Firms/Companies, wherever applicable

3. The Travel Agency should have a valid PAN Number, GST Registration Number

4. The Travel Agency should submit Balance Sheet, Profit & Loss Account & Income Tax Return filed for the last three financial years i.e. 2021-22, 2022-23, 2023-24.

5. The Travel Agency should have an average turnover of Rs.1 Crore from total business in the last three financial years 2021-22, 2022-23, and 2023-24

6. The Travel Agency should be IATA approved.

7. The Travel Agency should be equipped with the requisite infrastructure in the form of Airline Computerised Reservation Systems (CRS), electronic mail and other modern communication systems. The Agencies should also be equipped with Self Booking Tool / Portal

8. The Travel Agency should have been providing domestic/international air ticket booking services, to reputed Financial Institutions/PSUs/MNCs/Large Corporate during each of the last three financial years ending 2021-22, 2022-23. 2023-24.

9. The Travel Agency should be prepared to deliver the requisite services on Sundays/Holidays and also 24*7, if so required by LIC

10. The Travel Agency should be in a position to make available dedicated staff for servicing the needs of the Corporation and place implant(s) 24*7 as per requirement of LIC's Corporate Office, if so required

11. The Travel Agency should not be a direct agent of major airlines

12. The Travel Agency should be approved by Government of India – Ministry of Tourism (furnish the date of approval and its validity)

Each of the above criteria should be supported by documentary evidence.

PART C – GENERAL TERMS & CONDITIONS

1. SCOPE OF WORK

A) Ensuring receipts of proper statements from airlines on discounts gained on deal codes secured by the Corporation and ensuring proper utilization thereof.

B) Assisting the Corporation in securing deal codes with other airlines.

C) Successful bidder/vendor should book air tickets through Corporate Codes provided by the Corporation.

2. The Travel Agency will be available 24*7*365 days for booking/cancellation of air tickets and also making available a dedicated staff/implant at the Corporation's office at their own cost, if required. The dedicated staff/implant would be an employee of the Agency. **Also, in order to avail the benefits of Corporate Deal with the airlines the agency is mapped with the airlines.**

3. The Travel Agency will be responsible for compliances with all central and state laws as per rules/regulations/by-laws and order of the local authorities and statutory bodies as may be in force from time to time during the contract period.

4. The Travel Agency shall not assign the contract or any part thereof to any other Agency/party without the prior consent/approval of LIC. The Travel Agency shall also not sublet the work or part thereof except with prior written consent of LIC.

5. Earnest Money Deposit (EMD) of Rs 4000/ (Rs Four thousand only) is to be submitted along with the tender documents and to be paid through online payment in LIC account as per details given below:

BENEFICIARY NAME: LIC OF INDIA

ACCOUNT NO: 510101003417998

IFSC CODE: UBIN0903400

BRANCH: NASHIK

The EMDs of the Bidders will be refunded without any interest.

6. The contract will be initially valid for a period of one year and will be further extended by one more year subject to satisfactory performance of the Agency and mutual consent with approval of Competent Authority.

7. If the registration certificate of IATA is withdrawn or cancelled during the contract period, then the contract of the Agency will automatically stand cancelled.

8. The Travel Agency will have to provide prescribed travel related services in time. If the Agency fails to provide tickets and other Travel related services within the scheduled time, the Agency will be solely responsible for the same and no payment will be made for it.

9. The losses to the Corporation which are directly attributable to the Agency shall be deducted from the bills/adjusted from the Security Deposit.

10. The Travel Agency should have Computer Reservation Ticketing Facility of all airlines for domestic and international travel along with provision for online booking facility for the same to be extended to LIC through dedicated staff/implant, if required.

11. The Agency shall be obliged to suggest cost-effective ticketing plan only under refundable basis. All tickets requested should be mailed to os.nashik@licindia.com in addition to the applicant employee. These tickets/related invoices should reflect the name of the person who has given the booking.

12. The Travel Agency will have to submit monthly statement of bills raised showing the amount of expenses on ticket booking airline wise/sector wise/booking type/domestic/international.

13. Applicable taxes will be deducted at source at the time of settlement of bills unless the Bidder produces a certificate to the contrary from the Income Tax authorities. TDS certificate will be issued by LIC.

14. The Travel Agency should be in a position to provide credit limit for a period of four weeks, as LIC requires time for processing the bills. In cases where bills are settled after four weeks, no penalty shall be demanded by the Agency nor should they claim in future.

15. The tender document may be downloaded from our website: www.licindia.in.

16. All the pages of the Tender and documents called for should bear the date and signature of the tenderer. All the entries by the tenderer should be in one ink and legibly written. Any overwriting, corrections & cuttings should bear initials and date of the tenderer.

17. Conditional/incomplete/late tender applications will be immediately rejected.

18. Rates of service charges should be quoted both in figures as well as in words. In case the rates quoted in words and figures are at variance, the rates written in words will be taken as final.

19. LIC reserves the right to reject or accept any or all tenders without assigning any reasons thereof.

20. The Travel Agency will advise and extend the special offers being given by various airlines as and when such offers are made.

21. No advance payment will be paid for any purpose.

22. EMD- No interest shall be payable by LIC of India on EMD amount. EMD of unsuccessful Bidders shall be returned after the award of the contract.

23. PAYMENT TERMS:

It will be ensured that the bills will get settled within 30 days from the date of submission of correct bills and on completion of journey for which agency will have to furnish their bank account details to LIC. Excess payment, if any made shall be refunded to LIC without any delay and in any case within 7 days from the date of demand from LIC or else it will be deducted from next payment due. GST will be paid as applicable.

24. TERMINATION CLAUSE:

LIC reserves its right to terminate the services, fully or partially for any reason at its absolute discretion by giving one month's notice in writing, including but not limited to the following:

a) If the agency / company is adjudicated insolvent by a Competent Court or files for insolvency or if the hirer being a company is ordered to be wound up by a Court of Competent Jurisdiction.

b) If the Agency / Company commit any breach of the terms of this agreement / tender document.

c) If any charge sheet is filed by a Competent Authority of the Government against the Agency / Company, or the Agency / Company is convicted by a criminal court on grounds of moral turpitude.

d) The Agency / Company is involved in wrongful billing. In addition hereto wrongful billing shall also result in the Agency / Company being debarred from participating in any other tender of LIC.

e) The engagement is not in the interest of the LIC or the LIC no more requires any such service. It is clearly understood by the Agency / Company that if a charge sheet is filed by any Competent Authority of the Government against the Agency / Company, the Agency / Company is obliged to notify LIC within fifteen days of filing of the charge sheet. Failure to do so shall result in forfeiture of all payments due for service rendered after the date of filing of the charge sheet. If there is a change in the name of the Agency / Company etc. arising out of:

i) merging with some other company or

ii) Collaboration with some other company or

iii) for any other reason

or, if any changes take place in the proprietorship or partnership of the Agency / Company, the Corporation should be intimated within 30 (Thirty) days of such changes, failing which all payments will be withheld and Corporation may terminate the hire agreement as may be deemed necessary, Whatever be the reason of changes, the subject hire agreement would be terminated unless the new company/entity accepts the subject Hire agreement at the same rates, terms and conditions laid down herein. The agency /company shall refund the excess money if any paid by the agency / company for the term for which the agreement / arrangement has run.

25. PENALTY CLAUSE:

a. The travel agency is required to book the ticket immediately on receipt of communication from the concerned LIC of India travel desk representative. Such booking shall in no case, be later than 2 hours of receipt request or 2-3 hours before scheduled departure of flight in case of priority / urgent /same day booking whichever is earlier. In the event of failure to do so, the Travel Agent will be liable to pay a sum of Rs500/- per incident.

b. Travel agency must book the ticket strictly at the most economical fare available for the indicated time slot as per the Deal Code of various airlines with LIC of India unless otherwise specified in the booking request given by the concerned LIC of India travel desk representative. Failing to do shall lead to

penalty of Rs.500/- per incident in addition to difference between the lowest cost and actual cost of the ticket booked.

c. In case, cancellation of the ticket is not made by the travel agency even after written communication by the concerned LIC of India travel desk representative requesting such cancellation, no payment shall be made to empanelled travel agency for that particular ticket.

26. FORCE MAJEURE:

Force Majeure (FM) means extraordinary events or circumstances beyond human control such as an event described as an Act of God (like a natural calamity) or events such as war, strike, riots, crimes(but not including negligence or wrongdoing, predictable/seasonal rain and any other events specifically excluded in the clause) An FM clause in the contract frees both parties from contractual liability or obligation when prevented by such events from fulfilling their obligations under the contract. An FM clause does not excuse a party`s nonperformance entirely, but only suspends it for the duration of FM. The firm has to give notice of FM as soon as it occurs and it cannot be claimed ex-post facto. There may be a situation affecting the purchase organization only. In such a situation, the purchase organization is to communicate with the supplier along similar lines as above for further necessary action. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for period exceeding 90(Ninety) days, earlier party may at its option terminate the contract without any financial repercussion on either side.

Notwithstanding the punitive provisions contained in the contract for delay or breach of contract, the supplier would not be liable for imposition of any such sanction so long as the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an even covered in the FM Clause

27. DISPUTES & DIFFERENCES:

In all cases of dispute, the matter will be referred to the Competent Authority of L.I.C. of India and his decision shall be final and legally binding on the contractor.

28. SECURITY DEPOSIT:

The successful Bidders have to provide a bank guarantee for an amount equal to `10000/- for the contract period, within 15 days from the date of award of the Bid, from nationalized bank in a format made available by LIC. The LIC reserves the right to enforce the guarantee, in case the successful Bidder fails to comply any of its obligation as per the contract or Bid documents. No interest will be paid on the Security Deposit.

PROVISIONS OF SECTION 33(3) and 33(4) OF THE INSURANCE ACT, 1938 AS AMENDED BY THE INSURANCE LAWS (AMENDMENTS) ACT, 2015:

In terms of provisions of Section 33(3) of The Insurance Laws (Amendment) Act, 2015, the Insurance Regulatory and Development Authority of India (IRDAI), is authorized to verify such books of account, register, other documents and the data base in the custody of the agency in respect of service outsourced by the LIC of India. It shall be the duty of the agency 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 agency or contractor where the services are outsourced by LIC of India.

The Corporation reserves the right to call for missing/ additional requirements from the agency at any time in response to any query from the Appropriate Authorities.

We accept all the above terms and conditions.

AUTHORISED SIGNATORY

NAME / DESIGNATION

SEAL of the Firm/ Agency / Company

PART D – TECHNICAL BID

Bidder's General Information

To be submitted in a sealed cover super scribed as "Technical Bid for Empanelment of Agencies providing Air Ticketing Service".

TENDER No -4 /2025-2026

1. Name and Type of the Firm/ Agency / Company: & Year of Establishment
(Attach Certificate of Registration)

2. Name of the Proprietor/ Director of the Firm/ Agency Company :-

3. Full Address of Registered Office

a. Telephone number/s :-

b. Fax Number :-

c. E-mail Id :-

4. Full Address of Operating Office /Branch:-

a. Telephone number/s :-

b. Fax Number :-

c. Email id :-

5. Banker of the Company Firm / Agency/ Company :_____

(Attach certified copy of A/C statement of Last 3 months ie April 2025 to June 2025 Telephone Number of Banker :-

6. PAN NUMBER (Attach certified copy) :-

7. GST REGISTRATION NUMBER (Attach certified copy):-

8. IATA registration :- (copy of registration to be enclosed)

9. Details of EMD paid through online

10. Work Experience of agency in the field of Air ticket booking.

Give details of the existing clients ::- (Attach separate sheet in the following format)

| Sr.No | Name of the Client | Whether Pvt / Govt.body / PSU | Since when service is provided | Number of employees with clients office | Name ,Desgn,Tel No.,Email ID of authorised officials of clients with whom enquiry can be made. |
|-------|--------------------|-------------------------------|--------------------------------|---|--|
| | | | | | |
| | | | | | |
| | | | | | |

(Give reference with full details of person with whom enquiry in the above organizations can be made about work performance by our Authorized officials)

11. Turnover of the Company /Partnership Firm/ Proprietorship for the Financial Year 2021-22, 2022-23, 2023-24 and 2024-25 (Please attach a copy of audited Balance Sheet and Profit & Loss Account for all the three years.) :

| Sr.No. | Financial Year | Average Turnover of Rs 1Crore from Total Business |
|---------|----------------|---|
| 2021-22 | | |
| 2022-23 | | |
| 2023-24 | | |
| 2024-25 | | |

12. Whether the Travel Agency is equipped with the requisite infrastructure in the form of Airline Computerised Reservation System (CRS), electronic mail, other modern communication systems and Self Booking Portal.

13. Whether the Travel Agency is in a position to make available dedicated staff/implants for servicing the needs of the Corporation at their own cost, if required.

14. Whether the Travel Agency is approved by Ministry of Tourism – Government of India.

15. Whether the firm is MSME. Requisite documents to be submitted.

DECLARATION

I _____
Son/Daughter/ _____ Wife _____ of _____ Sri

Proprietor/ Director/ Authorised Signatory of the Firm/Agency/Company mentioned above is competent to sign the declaration and execute this Tender Document.

I have carefully read and understood all the terms and conditions of the Tender and undertake to abide by these terms and conditions.

The information / Documents furnished along with the application are true and authentic to the best of my knowledge and belief.

I /We am/are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate Law.

Authorized Person _____ Signature _____ of _____

Date : - _____ Full Name : _____

Place : _____

Seal :

Annexure I-PRE CONTRACT INTEGRITY PACT

(to be completed on non judiciary bond paper of Rs.500/-)

General:

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on..... day of the month of2024. , 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 **Empanelment of Agencies providing Air Ticketing Services** (*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 Arun Chandra Verma, IPS(Retd)

Platinum Complex, Sector-119,

Noida (uttarpradesh). PIN-201303,

Email- acver,a1@gmail.com

2) Shri Jose T Mathew, IFS(Retd)

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

Ernakulam, Kerala,

Email- itmat507@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

BIDDER

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

CEO:

Designation **Manager (OS/DM)**

Name-

Deptt./ **OS Department**

Address-

Witness

1.....

1.....

**Annexure II - Covering Letter on the letter head of the Bidder
BID SUBMISSION FORM**

To
Life Insurance Corporation of India,
Nashik Divisional office, Nashik

Dear Sir,

After examining the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, pleased to offer to execute the Job and in conformity with, the said Bid Documents.

We confirm that this Bid is valid for a period of 180 days from the date of opening of Technical Bid, and it shall remain binding upon us and may be accepted by any time before the expiration of that period.

Until a final Agreement is prepared and executed, the Bid together with your written acceptance thereof in your notification of award shall constitute a binding Agreement between us.

We understand that Bid Document is not exhaustive and any action and activity not mentioned in Bid Documents may be inferred to be included to meet the intent of the Bid Documents shall be deemed to be mentioned in Bid Documents unless otherwise specifically excluded and we confirm to perform for fulfillment of Agreement and completeness of the Work in all respects within the time frame and agreed price.
We understand that you are not bound to accept the lowest priced or any Bid that you may receive.

We also confirm that as per the applicable law, we are authorized and competent to provide the service sought by the LIC in Bid documents.

SIGNATURE OF AUTHORISED PERSON WITH SEAL:

DATE : / /

Duly authorized to sign Bid for and on behalf of

(SIGNATURE OF WITNESS)
WITNESS NAME: ADDRESS:

Annexure III (With Technical Bid)

This is to certify that our Agency / Company / Firm has not been blacklisted by any of the office of LIFE INSURANCE CORPORATION OF INDIA/PSU/Govt. Undertaking/Airlines

AUTHORISED SIGNATORY

NAME/DESIGNATION:

SEAL OF THE FIRM/COMPANY

Date :

Annexure IV (WITH TECHNICAL BID)

PROFORMA FOR LETTER OF AUTHORITY FOR ATTENDING OPENING OF TECHNICAL AND FINANCIAL BID

No. Date:

Life Insurance Corporation of India,

Dear Sir,

We _____ hereby authorize following representative(s) to attend technical Bid opening and financial Bid opening and for any other correspondence and communication against above Bidding Document:

1) Name & Designation _____

Signature_____

2) Name & Designation _____

Signature_____

We confirm that we shall be bound by all commitments made by aforementioned authorized representatives.

Yours faithfully,

Signature Name & Designation For and on behalf of

Note: This letter of authority should be on the letterhead of the Agency / Company and should be signed by a person competent and having the power of attorney to bind the Agency / Company.

Annexure V - MSME Questionnaire

- (a) Whether your firm belong to the category of Micro, Small & Medium Enterprises as defined in the Micro, Small & Medium Enterprises Development Act, 2006 " If yes ,specify the category of Micro ,Small or medium Enterprises and whether the enterprise is in manufacturing or service industry.
- (b) Whether registration by filing entrepreneurs memorandum part – II, with the respective District Industries Centre has been done OR is registered under Single Point Registration Scheme of NSIC? If yes then the Entrepreneur memorandum Number is to be mentioned and copy of Acknowledgement of Entrepreneurs memorandum –II and /or Single point registration certificate to be submitted.
- (c) Whether the MSME is owned by SC/ST entrepreneurs and if so , attested true copies of SC/ST Certificate issued by the District Authority to be submitted.

Sign & Seal of Company/Agency/ Firm

Order of Arrangement of Documents with Technical Bid : -(Self Attested)

1. Attested copy of Firm/ Agency /Company Registration
2. Copy of Shop and Establishment Act wherever applicable
3. Certified copy of the statement of Bank Account of the Firm/ Agency/ Company of last 3 months April 2025 to June 2025.
4. Attested copy of PAN/ GIR Number
5. Attested Copy of last 3 years IT Returns filed by Firm /Company ie-;2021-22,2022-23, 2023-24
6. Attested copy GST registration
7. Part D of Technical Bid Application along with all annexures i.e. Annexure I to Annexure V
8. Certified copy of Profit and Loss Accounts of last three years ie 2021-22,2022-23, 2023-24
9. Attested copies of Balance sheets of last 3 financial years. ie 2021-22,2022-23, 2023-24
10. Copy of the terms and conditions at pages xx to xx in tender document with each page duly signed (with seal) by the Authorized signatory of the Firm / Agency/ Company in token of their acceptance.
11. Separate sheet in reply to question no.9&10 of Technical Bid in the given format
12. Integrity Pact as per format provided in Annexure (I)

PART E - FINANCIAL BID

(To be submitted in a sealed cover super-scribed as "Tender for Empanelment of Agencies providing Air Ticketing Services").

| S.No. | Nature of work | Service Charges (Rs.) (inclusive of all taxes except GST) |
|-------|--|--|
| 1 | Booking of all Domestic Air Tickets with LIC Deal Code/ Tour Code of respective Airlines – issue & delivery (Rate per ticket) | Rs -----(in numbers) Rs ----- (in words) |

The above quoted rates should be inclusive of all taxes except GST.
GST will be as per prevalent rates.

AUTHORISED SIGNATORY
NAME/DESIGNATION
SEAL OF THE FIRM/COMPANY

Date