

### AURANGABAD DIVISIONAL OFFICE 'Jeevan Prakash' Adalat Road, Aurangabad -431005 0240-2348533, email:- os.aurangabad@licindia.com

# NOTICE INVITING TENDER QUOTATION FOR PULLING OF POLICY PACKETS AND SEPARATION OF PAPERS FROM PACKETS

### TENDER NO. 07 /2025-26

LIC of India, Aurangabad DO intends to invite quotations under single bid system for, PULLING OF POLICY PACKETS AND SEPARATION OF PAPERS FROM PACKETS

AT RMF CENTRE, Waluj, District - Aurangabad in a sealed envelope from reputed firms/vendors having sound financial capacity. The quotations meeting the eligibility criteria specified in the tender format, shall only be considered for further evaluation. For complete details and bid documents please logon to our website and go to "Tenders" and click on the link "PULLING OF POLICY PACKETS AND SEPARATION OF PAPERS FROM PACKETS AT RMF CENTRE, WALUJ, DISTRICT AURANGABAD"

Application forms may be obtained from OS department of Divisional Office, Aurangabad of LIC of India at above mentioned address from 15/12/2025 TO 26/12/2025 on all working days from 10 AM to 3:00 PM.

Last date and time for submission of Tender forms is 26/12/2025 (4:00 PM).LIC of India reserves the right to accept or reject any or all offers/Quotations in full/part without assigning any reason whatsoever.

Office hours Monday to Friday 10:00AM to 05:30PM (Office will remain closed on Saturdays, Sundays and Public Holidays)

Date:

Place:

Sr. Divisional Manager



# **AURANGABAD DIVISIONAL OFFICE**

## 'Jeevan Prakash' Adalat Road, Aurangabad -431005 0240-2348533, email:- os.aurangabad@licindia.com

TENDER NOTICE FOR PULLING OF POLICY PACKETS AND SEPARATION OF PAPERS FROM PACKETS AT RMF CENTRE, WALUJ, DISTRICT AURANGABAD				
SNO	ACTIVITY	DETAILS		
1	Tender No./Date	Tender No. <u>07/2025-26</u> (Tender Notice for PULLING OF POLICY PACKETS AND SEPARATION OF PAPERS FROM PACKETS at RMF Centre, Waluj, District Aurangabad and Date 13/12/2025		
2	EMD	Rs.18000 /-( Rupees Eighteen Thousand only) Refundable, by way of Demand Draft drawn on any Schedule Bank Payable at Aurangabad Favoring Life Insurance Corporation of India. (Estimated Cost Rs.6 lacs). It is NOT applicable to MSME/ NSIC with valid certificate		
	Tender Documents	Tender forms will be issued on payment of Rs. 250/- plus 18% GST = Rs.295/-in cash/DD on cash counter as non refundable tender fees from OS department, Jeevan Prakash, Adalat Road, Aurangabad, 431005. From 15/12/2025 from 10 AM to 26/12/2025 upto 4 pm  Tender forms may be also downloaded from our website www.licindia.in by clicking on Tender for 'Pulling of policy pockets and separation of papers from packets'		

		The Firms/Agencies/ Companies having registration under NSIC/MSME will be eligible for Exemption from tender fee.
4	Date of Sale of Tender Documents and time	15/12/2025 to 26/12/2025 upto 4,00pm
5	Validity of Bid	90 days from opening of tenders
6	Estimated value of Tender	Rs.6 lacs
7	Address for submission of bid(to be put in Tender Box)	OS Department Life Insurance Corporation of India Aurangabad Divisional office, Jeevan Prakash, Adalat Road, Aurangabad, 431005
8	Last Date and Time Submission of Bids documents	Bidders fulfilling the eligibility conditions for TENDER FOR PULLING OF POLICY PACKETS AND SEPARATION OF PAPERS FROM PACKETS AT RMF CENTRE, WALUJ, DISTRICT AURANGABAD -431005 as per technical specifications mentioned in the Tender, bidder should submit sealed covers superscribed as Tender No. 07/2025-26 dtd.  "PULLING OF POLICY PACKETS AND SEPARATION OF PAPERS FROM PACKETS AT RMF CENTRE, WALUJ, AURANGABAD" and Name of the tenderer on or before 26/12/2025 upto 4.00pm (Last date of submission of tender)

10	Bid Opening Date/Venue	The sealed covers will be opened by
		the Tender Opening Committee on
		30/12/2025 at 04:30 PM
		The concerned agency/firm may
		Send one representative at the time
		of opening of the Tender. Venue
		Address "Conference Hall, LIC of
		India, Divisional Office, Adalat road,
20.10		Aurangabad"
11	Contact Details	0240-2348533
		Mobile: 9096441979
		Emailid: os.aurangabad@licindia.com
12	Official Website (URL)	The tender document can be
		downloaded from our website
		www.licindia.in. Go to "Tenders" and
		click on the link "TENDERS FOR
1		PULLING OF POLICY PACKETS AND
		SEPARATION OF PAPERS FROM
		PACKETS AT RMF CENTRE, WALUJ,
		DISTRICT AURANGABAD(MH)."
	Í	
n case	there is any change in the schedule the s	ame will be displayed on our website

(Signature of the Vendor with seal)



# AURANGABAD DIVISIONAL OFFICE Jeevan Prakash, Adalat Road, Aurangabad

0240-2348533, Email Id: os.aurangabad@licindia.com

INSTRUCTIONS TO BIDDERS: The sealed tender is invited for pulling of 6,23,203 (approx) in numbers in single bid system for "TENDER FOR PULLING OF POLICY PACKETS AND SEPARATION OF PAPERS FROM PACKETS AT RMF CENTRE, WALUJ , AURANGABAD"

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

Envelope for Bid (Annexure:A,B,C,D,E,F&G) duly completed and signed should be put in this envelope. The envelope should be sealed properly with sealing wax and superscribed as Tender No. 7/ 2025-26 "PULLING OF POLICY PACKETS AND SEPARATION OF PAPERS FROM PACKETS" AT RMF CENTRE, Waluj, Aurangabad (MH)"

The DD for tender fee should be enclosed separately with the bid.

Each page of all the Annexures-A,B,C,D,E,F,&G should be <u>duly signed and sealed</u>.

The sealed tender envelope should reach us on or before 26/12/2025 at 04:00 PM addressed to:-

The Manager(OS), OS department. LIC of India, Aurangabad Divisional Office Jeevan Prakash, Adalat Road, Aurangabad (Maharashtra)- 431005

(The tender received after the stipulated time and date will not be considered.)

LIC of India reserves the right to accept or reject any or all offers/quotations in full/part without assigning any reason whatsoever.

Sr Divisional Manager

### AURANGABAD DIVISIONAL OFFICE Jeevan Prakash, Adalat Road, Aurangabad 0240-2348533, Email Id: <u>os.aurangabad@licindia.com</u>

### APPLICATION FORM

### Annexure-A

S No	Information sought	Information Provided
1	Full Name of the firm & Proprietor (In Block	
	Letters)	
2	A] Correspondence Address	
	B] Telephone/Mobile number with Email ID	
3	Address of Office(If separate)and Telephone No.	
4	Details of Bank Account:  Name of the Bankers with address  IFSC Code  A/C No.  (Please attach photocopy of Bank PassBook	
	Or Cancelled cheque of the Firm)	
5	PAN No/GSTIN No. of the Firm (Please enclose photocopy)	
6	EMAIL ID of the Firm	
7	Details of Tender Fee MR Number Date of Deposit Amount (Rs 295/-) OR Demand Draft number and date of Rs.295/-in Favour of LIC Of India payable at Aurangabad	
	EMD Rs. 18000/- by DD number / Date Bank name	
8	DETAILS OF BANK ACCOUNT  A) BANK ACCOUNT NUMBER	
	B) ADDRESS OF THE BANK	
	C) IFS CODE NUMBER (Enclose cancelled cheque)	

I/We			manus at	
Life Insurance Corporation	of India, Aurangabad Di	visional Office to consider	request	
Life Insurance Corporation of India, Aurangabad Divisional Office to consider our bid.  We agree to abide by all the eligibility criteria and other Terms and Conditions of Tender for Pulling of Policy Packets and separation of Papers from packets.				
Dated AT	this	day	2025	
Signature with Seal				
Name :				
Designation:				

Note: The Corporation reserves the right to accept or cancel tender/bids of any/of the agencies at their absolute discretion without assigning any reason thereof. Applications received with incomplete information or alteration not authenticated with proper seal and signature will not be considered.



### AURANGABAD DIVISIONAL OFFICE Jeevan Prakash, Adalat Road, Aurangabad 0240-2348533, Email Id: <u>os.aurangabad@licindia.com</u>

Annexure-B

### **Experience**

(Separate page must be submitted for Each client)

Name of the Company	
Address of the Company	
Name, Designation of contact	
Person with telephone No. and	
Email ID	
Name:	
Designation:	
Landline NO:	
Cell No:	
Email Id:	
Details of services rendered in last3	
years	
(Ref No, Date of work order with	
photo copy of same)	
Please attach attested copies of	
Experience Certificate from	
customer	
ITR for last 3 years	
2024-25	
2023-24	
2022-23	

### **Authorised Signatory Signature**

NAME:

DESIGNATION:

Name and Address and SEAL OF THE FIRM/COMPANY:

Date:



# Jeevan Prakash, Adalat Road, Aurangabad 0240-2348533, Email Id: os.aurangabad@licindia.com

Annexure-C

### **UNDERTAKING**

### Ref:OS/TENDER/

We hereby confirm that we hat Government/Quasi Govt. Depa We also agree with your terms a	rtments in India as on date of si	J/BFSI Organization/Goversubmission of bid in response	nment/Semi e to the above
Dated at	this	day of	2025
Authorized Signatory Signature			
NAME:			
DESIGNATION:			
Name and Address and SEAL OF	THE FIRM/COMPANY:		



### AURANGABAD DIVISIONAL OFFICE Jeevan Prakash, Adalat Road, Aurangabad 0240-2348533, Email Id: <u>os.aurangabad@licindia.com</u>

Annexure -D

### **ELIGIBILITY CRITERIRA & OTHER CONDITIONS**

- 1. The vendor /firm should have a valid PAN card no. issued by Income Tax Department and GST registration No. (if applicable).
- The vendor/firm should have Bank account.
- Certificate of satisfactory completion of work in similar category or nature of work, issued by concerned department/authority reputed firm must be attached as proof.
- 4. If the contracted amount exceeds Rs. 1 lac for a period of contract (01 year) the tenderer (including MSME/NSIC registered vendors) have to deposit 5%Performance Security deposit on the basis of Order value. Performance Security deposit will not carry any interest and same will be refunded to the concerned vendor only after completion of contract.
- 5. As per Central Government implementation of Public Procurement Policy for Micro and Small Enterprises under 2012, the Tenderer is registered under DGS&D/NSIC registered vendor/dealer/printer will be exempted from EMD/tender fee on production/submission of certificate/documents. This exemption is valid only upto validity period of certificate as per Government regulations. In absence of any such document, tenderer shall be considered as not Registered under DGS&D/NSIC.

#### **Declaration:**

Sign

I/We have read the instructions appended to the farm and I/We understand that if any false information is revealed at a later date, any contract made between no our selves and the Corporation, on the basis of the information given by me/us shall be treated as invalid at the sole discretion of the Corporation and I/We shall be solely responsible for the consequences and shall make good all the losses caused to LIC of India in the process. I/We agree that the decision of the Corporation in selection of tender will be final and binding on me/us/ All the Information furnished by me hereunder is correct to the best of my/our knowledge and belief.

I/We have no objection if inspection of my /our premises/ workshop. Shop, etc is done by the official of the Corporation Including inspection of the quality of any or all items of the tender.

With seal of the firm/Company		
Name & Designation	<del></del>	
Place	Date	





### AURANGABAD DIVISIONAL OFFICE Jeevan Prakash, Adalat Road, Aurangabad 0240-2348533, Email Id: os.aurangabad@licindia.com

# Terms and conditions of the Tender 2/2025-26 for

# FOR PULLING OF POLICY PACKETS AND SEPARATION OF PAPERS FROM PACKETS

- 1. The policy packets approximately 623203 in number as per list of policy numbers, are to be pulled from record racks under the supervision of Enterprise Documents Management System (called as EDMS here in after) of our office RMF Centre, Waluj, District Aurangabad (MH).
- 2. The policy number of individual policy files is to be listed before pulling of, covering envelopes/dockets to be separated from dockets and only all inside papers of dockets is to be separated.
- 3. Pulling of each policy packet as per provided list of policy numbers and then separation of packet and papers from the packet. The entire job of pulling of packets and separation of papers from packets in the above manner has to be carried out on or before 30.01.2026, else a Penalty of Rs. 150/per day will be charged (maximum penalty Rs.10000/-)
- 4. The acceptance of the lowest bidder will be at the sole discretion of the competent authority, Sr. Divisional Manager, LIC of India, Divisional Office, Aurangabad. The lowest bidder will be reckoned on the total aggregate cost of Pulling of Policy packets and separation of papers from packets (refer row 3-financial Bid- Annexure G)
- 4a. The prospective bidder is advised to visit the location@ RMF, Waluj, Aurangabad to assess the volume of job involved before placing the financial bid for the same. No queries will be entertained in this respect after conclusion of the tender process.

### (General Terms and Conditions)

- 5. The tender in the prescribed format ( Hard copy) to be submitted in Inward section of OS Deptt LIC of India, Aurangabad DO on or before the last date specified. No corrections are to be made in the terms quoted.
- 6. The rates shall be valid for one year only. The Contract can be extended upto further one year on mutual understanding of both the parties with same rates, terms and conditions.
- 7. The Corporation reserved the right to accept any quotation, this does not necessarily mean that the lowest quotation will be accepted.
- 8. After engaging the services of the firm, if it is found that the services are not rendered to the satisfaction of the Corporation, the services may be terminated at the sole discretion of Corporation and the Corporation shall have the right to engage the services of any of other firm as it may deem fit. In this course if any financial loss/damage to reputation of Corporation is caused, the firm shall be legally bound to make good the same in monetary term to be decided by LIC.Corporation reserves right to cancel order at any time and need not assign any reason for that action.
- 9. Mere submission of the application for tender does not confer the right of selection
- 10. Life Insurance Corporation of India reserves its right to reject, accept or cancel fully or partly the process of tender. Selection without assigning any reason thereof for which Life Insurance Corporation of India shall neither be liable nor obligatory to inform the applicant the grounds of any such action.
- 11. Any dispute arising out of or relating to this tender shall be deemed to have arisen in Aurangabad and be subject to adjudication of competent Court in Aurangabad only.
- 12. Any tender not complying wholly with these terms and conditions shall be liable for rejection.
- 13. In the event of any loss/damage being caused to LIC on account of the negligence of the vendor or its Employees, the vendor shall make good the loss sustained by LIC either by replacement of the material/equipment or payment of compensation.
- 14. The vendor shall not appoint any sub-vendor to carry out any obligations under the contract.
- 15. If the vendor commits breach of any of the terms and conditions hereof and/or fail to carry out any instructions issued to him by the LIC from time to time, it shall be open and lawful for the LIC to terminate this agreement forthwith without assigning any reason and can get the work done by any person(s) or through any other agency or vendor at the risk and cost of the vendor and the vendor shall have no right to make any representation in this regard.

- 16. In the event of any dispute or difference arising out of operation of this agreement, the same shall be referred to the sole arbitration and the sole arbitrator will be appointed by the Sr. DIVISIONAL MANAGER, Life Insurance Corporation of India, Divisional Office Aurangabad whose decision shall be final and binding on both the parties. The venue of arbitration shall be at Aurangabad. The provisions of the Arbitration and Conciliation Act, 1996 shall apply to the arbitration.
- 17. The employees/of the vendor shall never be considered to enjoy any right to enter the premises of LIC by virtue of this agreement or otherwise at any time except with the prior permission of the LIC.
- 18. In the event of failure of the vendor to provide the services or part thereof, as mentioned in this agreement for any reasons whatsoever, the LIC shall be entitled to procure services from other sources and the contractor shall be liable to pay forthwith to the LIC, the difference of payments made to such other sources along with other incidental charges of any nature whatsoever incurred by the LIC.
- 19. It is clearly understood by the Supplier that the persons employed by the Supplier for providing services as mentioned herein, shall be the employees of the Supplier and not of "The LIC". The Supplier shall be liable to make payments to its said employees.
- 20. If vendor commits breach of any covenant or any clause of this agreement, the LIC may send a written notice to the vendor to rectify such breach within the time limit specified in such notice. In the event the vendor fails to rectify such breach within the stipulated time Corporation reserve the right to forfeit the outstanding Bills/EMD/ performance Security Deposit, further agreement shall forthwith stand terminated and the vendor shall be liable to the LIC for losses or damages on account of such breach.
- 21. This agreement may be terminated forthwith if either party becomes insolvent, ceases its operations, dissolves, files for bankruptcy or bankruptcy protection, appoints receivers, or enters into an arrangement for the benefit of creditors, the other party shall have the right to immediately terminate this agreement.
- 22. Any obligations under this agreement either expressly or by their nature are to continue after termination or expiration of this agreement shall survive and remain in effect.
- 23. Tax at source will be deducted from the payment as per the Income Tax Rules applicable from time to time.
- 24. No advance payment shall be made.
- 25. No extra Terms and conditions of the vendor will be accepted at any time. If any vendor gives his own Terms and Conditions his tender will be rejected without informing him.
- 26. The approved Vendor shall have to enter into an agreement on a Non-Judicial Stamp paper of requisite value.
- 27. The Vendor shall be responsible for the payment of wages of his workers and shall abide by various laws enacted for welfare of the workers and he shall be personally liable for any damages etc which may be caused due to his failure to comply with various provisions of the law.
- 28. The Vendor and his workers will have no right to stay in the RMF centre premises beyond the working

hours as specified above. The vender shall be liable for providing the required material e.g. ladders, masks etc for the process of pulling the packets and separation of papers from packets.

- 29. In case of any occurrence of any accident during assigned work, it will be the responsibility of the vender and no expenses will be borne by LIC of India for treatment etc.
- 30. If the Vendor terminates the contract in the event of failure to carry out the duties entrusted to him or in the event of breach of any of the terms of the agreement the Vendor shall be liable for forfeiture of the Bid Security Deposit (if any) deposited by way of EMD without prejudice to any other remedy available to Sr. Divisional Manager.
- 31. Successful Vendor (including MSME/NSIC registered vendors) have to deposit 5% performance security i.e.Rs.30000/- (5% of the Estimated Value of Tender Rs.6 lacs) within 15 days from date of work order'. Performance Security deposit will not carry any interest and same will be refunded to the concerned vendor only after completion of contract.
- 32. Successful bidder will have to submit Integrity Pact on Stamp Paper of Rs 500/- as per the format given in Annexure F.
- 33. In case more than one bidder quoting the lowest identical price then decision will be taken on the basis of the agency having work experience during the last three years and/or the average of last three ITRs/turnover.

Tenderer's sign./name and seal

Sr.Divisional Manager



### AURANGABAD DIVISIONAL OFFICE 'Jeevan Prakash' Adalat Road, Aurangabad -431005 0240-2348533, email:- os.aurangabad@licindia.com

### ANNEXURE-G

### FINANCIAL BID

COST FOR SINGLE PACKET PULLING AND SEPARATION OF INSIDE PAPERS FROM PACKET. (Total 623203 policy packets	(WORDS & FIGURES BOTH SHOULD BE MENTIONED)
approx) TO QUOTE:	RSPER POLICY PACKET
COST PER POLICY PACKET:	

Date:

Place:

Signature of the Owner and Seal



### AURANGABAD DIVISIONAL OFFICE 'Jeevan Prakash' Adalat Road, Aurangabad -431005 0240-2348533, email:- os.aurangabad@licindia.com

ANNEXURE-F

## PRE CONTRACT INTEGRITY PACT

### General:

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on
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 PULLING OF POLICY PACKETS AND SEPARATION OF
PAPERS FROM PACKETS AT RMF CENTRE, WALUJ, DISTRICT AURANGABAD(MAHARASHTRA)
(Name of the Stores/Equipment/Item/Service) and the BIDDER/Seller/Service Provider is willing
to offer/has offered the stores/services and
to one mas offered the stores/services and
WHEREAS the BIDDER/Soller/Coming David Land
WHEREAS the BIDDER/Seller/Service Provider is a private company/ public company/
Governmentundertaking/ partnership/ registered export agency constituted in

WHEREAS the BIDDER/Seller/Service Provider is a private company/ public company/ Governmentundertaking/ partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is performing its function under the UC 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/Seliers/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. <u>Commitments of the BUYER:</u>

- 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.

### 3.Commitments of BIDDERS

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-contractor 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 anyway 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 cartelization 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 caused 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 anyone 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 been titled 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 any 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.
- 5.1 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.
- 5.2 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):

Shri. Jose T Mathew, IFS {Retd) House No. 37/930, Ebrahim Pillai Lane Via Kakkanad, Thrikkakara-682021, Dt Ernakulam, Kerala Emailaddress: <a href="mailto:itmat507@qmail.com">itmat507@qmail.com</a>

Shri.SanjayKumarSrivastava,IAS{Retd)
C-II,2475,Vasant Kunj New Delhi- 110070
Email:Srivastava.sk001@gmail.com

- 6.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 6.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently. It will be obligatory for him to treat the information &documents of the Bidder as confidential.
- 6.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

- 6.5 As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the Executive Director(E&OS),LIC.
- 6.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, LICI 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 LICI 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.

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

BUYER	BIDDER
Name of the Officer:	CEO:
Designation /Deptt.	
Witness	
11	
22	

(Note: Bidder/Seller/Service Provider Stores/equipment/item/service .Bidding process/bid evaluation/process of availing services Appropriate word may be used where ever applicable without altering the purpose/desired intention of the clause