

**Annual rate Contract for courier services at offices under LIC of India, Divisional
Office, JABALPUR**

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TENDER DOCUMENT

(For 'ANNUAL CONTRACT FOR COURIER SERVICES 'at Offices of Life Insurance Corporation of India, Jabalpur Division located at JABALPUR + city and & Suburban area as per Annexure B)

NOTICE FOR TENDER

Sr. No	Activity	Details
1	Tender Date	05.01.2026
2	Tender Form	Can be downloaded from the Corporation's website: www.licindia.com/tenders
3	EMD	Rs. 8000/- (Rupees Eight Thousand Only) (to be refunded after contract awarded) by way of Cash / Pay Order/Demand Draft on any Schedule Bank payable at Jabalpur. If in Cash, to be paid at L I C of India, Jabalpur D.O., Cash Counter, F&A Department, Nagpur Road Jabalpur, MP- 482001 (MSME are exempted on submission of valid certificate)
4	Tender Fee	Rs.500/- (One hundred only) (nonrefundable) by way of Cash / Pay Order/Demand Draft on any Schedule Bank payable at . Jabalpur If in Cash, to be paid at L I C of India Jabalpur, D.O., Cash Counter, F&A Department, Nagpur Road, Jabalpur MP- 482001 (MSME are exempted on submission of valid certificate)
5	Address for submission of sealed bid to be put in Tender Box in OS Deptt. Jabalpur DO.	The Store Committee, LIC of India, Divisional Office , Nagpur Road, Jabalpur, MP- 482001
6	Submission of Bids Last Date and Time	Date : 15 th January, 2026, 04.00 Hrs PM. (sealed bid envelops should reach on or before last date & time of submission at the above address)

7	Opening Date/ Venue	Date : 16 January,2026 at 11.30 Hrs. in the presence of one authorized representative of bidders who choose to attend. Venue : as per above address.
8	Duration of Contract	One year(on mutual consent of LIC and vendor, may be extended for 01 year+01 year after completion of present bid.)
9	Contact Details	Manager (OS Deptt.), Jabalpur Division Telephone No- 0761-2671194 Mail ID : os.jabalpur@licindia.com



Sr. Divisional Manager




Om Prakash

3
LETTER TO CONTRACTOR FROM SR. DIVISIONAL MANAGER

M/S

Date: 05/01/2026

Dear Sir,

Re: Tender for 'ANNUAL CONTRACT FOR COURIER SERVICES' at Offices of Life Insurance Corporation of India, Jabalpur Division located at Jabalpur City & Suburban area.

1. Enclosed herewith are the Part-wise item rate tender documents for the aforesaid work, containing 12 pages, from Page No.1-12, along with all terms & Conditions. You are requested to quote your lowest rate for above on the tender documents enclosed in a sealed envelope and send it to **The Sr. Divisional Manager, Life Insurance Corporation of India, Jabalpur Divisional Office, Nagpur Road, Jabalpur**.
2. Your tender rates will remain valid for 90 days from the date of opening of the tender.
3. Please super scribe '**ANNUAL CONTRACT FOR COURIER SERVICES** 'at Offices of Life Insurance Corporation of India, Jabalpur Division located at Jabalpur City & Suburban area' on top of the envelope.
4. Sealed tenders should be sent in the self-addressed envelope provided for the purpose and accompanied by **Earnest Money Deposit of Rs. 8,000.00 (Rupees Eight Thousand only) & Tender Fee Rs. 500/- (Rupees Five Hundred only) + 90/- GST** in favor of "**LIFE INSURANCE CORPORATION OF INDIA**", by way of Cash / Pay Order/Demand Draft on any Schedule Bank payable at Jabalpur. In case the payment made in cash at cash counter at Jabalpur D.O., copy of Miscellaneous receipt should be attached with the tender. **Please note that TENDERS WITHOUT EMD WILL NOT BE ACCEPTED.** (MSME are exempted on submission of valid certificate)
5. Tenders shall be submitted at **Office Services Department, Jabalpur Divisional Office, on or before 15/01/2026 up to 16:00 Hrs** and will be opened on the next day i.e. on **16/01/2026 at 11.30 hrs.**, subject to rules, in the presence of contractors or their accredited representatives, who attend. Vendors shall ensure that their tenders are received before the date and time specified as **no consideration, whatsoever, shall be given for postal or any kind of delays. Tenders not submitted on our schedules are liable to be rejected summarily.**
6. LIC of India reserved the rights to reject/accept one or all the Tenders or issue part/full quantity to one/many agencies without assigning any reasons thereof.
7. In case any clarification is sought over our technical specification and commercial terms and conditions, 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.

SR. DIVISIONAL MANAGER



UNDERTAKING Letter to the Corporation on the Supplier's letterhead)

To,

The Sr. Divisional Manager

LIC of India, Divisional Office, Jabalpur

Dear Sir,

Sub: Tender for 'ANNUAL CONTRACT FOR COURIER SERVICES 'at Offices of Life Insurance Corporation of India, under Jabalpur 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 black-listed 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 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 the last date for submission of the offer. I/We understand that the Corporation is not bound to accept the 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 and 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 contractors will be final and binding to me / us.

All the information furnished by me hereunder is correct to the best of my knowledge and belief. I/We agree that I / we have no objection if enquiries 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 process. We enclose herewith a Demand Draft/Pay Order for Rs. 8000/- (Rupees Eight Thousand only) favoring LIC of India and payable at Jabalpur/ Copy of Misc. Receipt issued by your cash department towards Earnest Money Deposit, and Demand Draft/Pay Order for Rs. 500/- (Rupees Five Hundred Fifty only)+ 90/- GST favoring LIC of India and payable at Jabalpur Copy of Misc.

Signature of Tender/Vendor with seal




Receipt issued by your cash department towards Tender Fees details of the same are as under:

	DD/Pay Order No.	Date	Bank	Amount(Rs.)
EMD				
Tender Fees				

OR

	Misc. Receipt No.	Date	Amount(Rs.)
EMD			
Tender Fees			

Yours Faithfully,

Authorized Signatories (Name and designation, Seal of the Firm)

Date:

Place:




Om Prakash

INSTRUCTIONS REGARDING SUBMISSION OF TENDERS

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

- 1) Tenders shall be submitted at **Office Services Department, Jabalpur Divisional Office, on or before 15/01/2026 16.00 Hrs** and will be opened on the next day i.e. on 16.01.2026 at **11.30 hrs.**, subject to rules, in the presence of contractors or their accredited representatives, who choose to attend. Vendors shall ensure that their tenders are received before the date and time specified as **no consideration, whatsoever, shall be given for postal or any kind of delays**. Tenders not submitted on our schedules are liable to be rejected summarily.
- 2) The tenders shall be submitted in the following format:
 1. Envelope No.1 : Technical Bid (Annexure- A & B duly completed and signed) along with integrity Pack and other Enclosures super scribed Technical Bid.
 2. Envelope No.2 : Financial Bid (Annexure – C completed and Signed super scribed as Financial Bid .
 3. Envelope No.3 : The DD/BANKERS CHEQUE FOR TENDER FEE & EMD put in this envelope only super scribed as EMD AND TENDER FEE
 4. Envelope No. 4 : All the Envelope No. 1,2 and 3 are to be put into this envelope. The envelope should be sealed properly with sealing wax and super scribed as **Tender for Courier Service**. **The name of firm should be mentioned on the envelope.**
- 3) Contractors 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.
- 4) Contractors should fill up all the relevant blanks and **No alterations/additions are to be made by the suppliers on the contents of the tender paper**. If at any later date, it is found that the documents and certificates submitted by the contractor are forged or have been manipulated, the work order issued to the Contractor shall be cancelled and the Security Deposit issued to the Corporation shall be forfeited without any claim whatsoever on the Corporation.
- 5) 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, Jabalpur.
- 6) The contractor is required to check the number of pages as per the Index above, and should any be found missing or to be in duplicate, or if the figures or writing be indistinct, he should inform The Sr. Divisional Manager at once and have the same rectified.
- 7) In case any clarification is sought over items in our schedule of quantities w.r.t. 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.

- 8 No liability or claim whatsoever will be admitted in respect of errors addressed in points- 6 & 7 above, which should have otherwise been rectified as per instructions therein.
- 9 The rates quoted by the supplier shall be firm throughout the contract period and are to cover for charges for materials, labour, loading, unloading at all points/BOs/SOs; they shall also be inclusive of all taxes(GST, etc.) during the contract period and nothing extra shall be payable to the contractor. Price rate should be uniformly applicable for Branches/SOs irrespective of their location. Any bidder quoting different rates for different district will automatically warrant disqualification.
- 10 Items rates should be quoted in figures and words both. **Rates quoted in words would be taken as bonafide** and in case of dispute in amount in words & figures, rates in words would be given precedence and the amount for the work order shall be worked out as per rates written in words only.
- 11 Tender rates shall remain valid for 90 days from the date of opening of the tender.

CONTRACTOR

(Signature with seal and date)

SR. DIVISIONAL MANAGER



Terms & Conditions of the contract:

1) The present scope of the contract will cover:

- a. Provision of courier services to & from LIC offices under Jabalpur as per the following description:
 - i. Branch Offices under Jabalpur Division to Divisional Office, Jabalpur
 - ii. Branch Offices under Jabalpur Division to Zonal Office, Bhopal
 - iii. Branch Offices under Jabalpur Division to other Branch Offices under Jabalpur Division.
 - iv. Divisional Office, Jabalpur to its branch & satellite offices
 - v. Divisional Office, Jabalpur to Zonal Office, Bhopal
 - vi. Divisional Office, Jabalpur to Central Office, Mumbai

Addresses of all offices mentioned above are provided in Annexure- A, enclosed with the tender documents.
- b. All Dak from our branches, pertaining to a single day, must be collected and distributed in a single envelope only. In case of multiple small letters/ parcels, the same should be neatly packed as a single Dak and weighed as one quantity only.
- c. The delivery of the documents should be made within 24 hours in Jabalpur city and within 48 hours in other cities of Madhya Pradesh- Jabalpur . For mofussil areas, delivery of document should be made in 72 hours.
- d. All PODs (Proof of Delivery) shall be regularly submitted within a week from the booking date and on demand in specific cases, if required earlier. The PODs should invariably bear date of delivery and the seal WITH SIGNATURE of the consignee.
- e. The agency will depute their representatives to our offices for collection and delivery of documents. The representative will have to be provided with a suitable letter of authority/identity card without which he shall not be authorized to collect the consignments.
- f. If the consignment is not delivered within the stipulated time period as mentioned in © above (except on occasions like imposition of curfew or due to occurrence of natural calamity like floods etc.) or damaged in transit, the Corporation may impose penalty :For a delay of more than 7 days from the date of booking a penalty of Rs 500/- per parcel would be recovered from the monthly bill while settlement. Third party charges, if any, shall also be borne by the agency, which shall be deducted from their monthly bill or Security Deposit with the Corporation.
- g. In case of loss of documents, the agency shall lodge FIR, claim insurance Compensation and fulfill every formality as deemed necessary in recovering the Documents and making good the losses suffered by the Corporation.
- h. Courier agency will have to preserve the delivery records at least for the period of 2 years and shall be in position to produce the same as and when demanded in case of any dispute.
- i. Since the correct postage charges franking is done by the contractor, for First class mail/Speed post (Part IV), any penalty imposed by the postal authority for violation of rules regarding postage shall be borne by the Contractor.

- 2) The contract shall be for a period of One year which may be extended by further Two time for one-one year if services are found satisfactory & upon agreed terms & conditions.
- 3) The Contractor agency shall obtain at their own expenses, all licenses, permissions etc., that may be required for conducting Courier Services and pay all the Taxes/penalties becoming payable to the Government, Municipality or any other body by reason of their conducting Courier Services at various LIC Offices as mentioned at overleaf. The Contractor agency will also comply with all their statutory obligations towards their staff like ESIS, EPF, License under Contract Labour Act and Rules etc., as per the prevailing laws. Further they shall have to ensure that no child labour is employed.
- 4) No alterations/additions are to be made by the suppliers on the tender paper. If at any later date, it is found that the documents and certificates submitted by the contractor are forged or have been manipulated, the work order issued to the Contractor shall be cancelled and the Security Deposit issued to the Corporation shall be forfeited without any claim whatsoever on the Corporation.
- 5) Supplier should put their firm's endorsement on each page of the tender document as token of perusal.
- 6) The Contractor shall submit bills to respective office on monthly basis along with the statement of number of documents/covers delivered in a month with the respective addressee's signature on their consignment note. The bill will be subject to the necessary tax deductions at source, as and when applicable- at the then prevailing rate.
- 7) In case a rental building gets shifted to a new premises in the same city, no extra charge will be payable to the courier agency.
- 8) The workers engaged by the Contractor shall be Contractor's own employees and Corporation shall in no way be responsible or liable for payment of their wages and other benefits. Further, the workers engaged by the contractor shall not be deemed to be the employees of the Corporation and shall not be entitled to any benefits either of a temporary or a regular employee of the Corporation. The Corporation will have no obligations towards such employees and such personnel will not be entitled to claim any kind of employment with the Corporation.
- 9) The Contractor or any of their agents, employees, servants or anyone else on their behalf will not in any way make use of the name of the Corporation or its Officers, employees or agents in their dealings with outsiders while making any purchase concerning or for running the Courier Services contract.
- 10) The Contractor will have no rights to transfer or assign the contract or any rights there under to anyone.
- 11) The Contractor shall arrange to carry out regular medical checkup of the staff employed by the Contractor to ensure that they are not suffering from any infectious/contagious deceases.




12) The Corporation shall not be liable to pay any damages/claims, made under the Workmen'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 purpose of this, Courier services.

13) The Contractor shall exercise effective control and supervision of the person employed by them. The Corporation will have right to ask the Contractor to terminate the services of any of their employee if found to be of a bad character, impolite, discourteous or suffering from any contagious disease at any time. The contractor and their staff shall follow the security rules and regulations of the Corporation in force and instructions issued from time to time. If there is any violation the Corporation will be free to take action against the Contractor.

14) **The Contractor shall pay Earnest Money Deposit amounting to Rs.8000/- in cash (at Cash Counter of Divisional Office & Misc. Receipt copy to be enclosed with tender) or by Demand Draft/Pay Order of Nationalized/Scheduled Bank payable at Jabalpur only, which shall be refunded immediately after completion of proceedings of selection of quotation and if the successful vendor refused to accept the contract, their Earnest Money will be forfeited. The Earnest Money deposit will not carry any interest.**

The Contractor shall pay Tender Fee amounting to Rs.500/- + GST in cash (at Cash Counter of Divisional Office & Misc. Receipt copy to be enclosed with tender) or by Demand Draft/Pay order of Nationalized/Scheduled Bank payable at Jabalpur only, which shall not be refunded.

15) **Further, the successful bidder/s have to pay Security Deposit of Rs.20000/- in cash or by Demand Draft/Pay order of Nationalized/Scheduled Bank, favoring LIC of India, payable at Jabalpur only or should submit an equal amount Rs.20000 of Bank Guarantee immediately before commencement of Contract, which will remain with Corporation throughout contract period & will not carry any interest. In case of damage or loss to any article/documents/Bulk materials, equipment, Furniture and fixture on account of negligence of your workers, the Corporation shall recover the cost of the same from the Security Deposit. In case, the Security Deposit is found insufficient to cover the loss, you shall make good the difference immediately on demand.**

16) The Corporation reserves the right to modify, cancel this tender for the full or any part at any stage without assigning any reason.

17) **Termination Clause:** The Corporation reserves the right to terminate the contract without assigning any reason by giving a notice of 15 days. This decision will not be challengeable in any court of law. The Contractor will have to give a notice of One month if the contractor wishes to terminate the contract before expiry of the contract period. In both these case security deposit will be forfeited.

18) Any dispute arising out of this acceptance shall be referred to for "Arbitration" to The Sr. Divisional Manager, L.I.C. of India, Divisional Office, Nagpur Road, Jabalpur and

his decision shall be binding on the Firm/Vendor/Manufacturer. The Firm/Vendor/Manufacturer shall not raise any question of the competence of the Sr. Divisional Manager to act as sole arbitrator. Any dispute arising out of or relating to this tender shall be deemed to have arisen in JABALPUR and shall be under adjudication a court in Jabalpur

Sr. Divisional Manager

 

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FINANCIAL BID
Annexure C

QUOTATION FOR ANNUAL CONTRACT FOR COURIER SERVICES TO OFFICES UNDER JABALPUR
DIVISIONAL OFFICE (in figures & words)

Area Description		WEIGHT (Grams)				
		First 100	101 to 250	251 to 500	501 to 1000	For every additional 1Kg
Local-Jabalpur City	Figures					
	Words					
Local-Jabalpur suburban area	Figures					
	Words					
Madhya Pradesh	Figures					
	Words					
Out of Madhya Pradesh	Figures					
	Words					

Note: The itemized & part-wise rate quoted shall be inclusive of all taxes, including GST. The Contractor will specify GST in their bills which are applicable as per Govt. instructions/rules. It is the sole responsibility of the Contractor to deal in GST matters & Corporation will not be responsible for any wrong payment or penalty/interest/other charges, etc. charged for the same.

Declaration: I/We have read and examined the Notice Inviting Tender, Corrigendum, Annexure, Specifications Applicable, General Rules and Instructions, General Conditions of Contract, and all other 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.

Signature of Tenderer/ Vendor with Seal

ANNEXURE-B**Addresses of the Branches & Satellite Offices & Departments under JABALPUR Division.**

Sr. No.	Name and address of the Offices	
1	Central Office	
2	Zonal Office	
3	CLIA	
4	EDMS Centre	
5	BHOPAL	
6	JABALPUR	
7	KATNI	
8	SIHORA	
9	DAMOH	
10	SAGAR	
11	BINA	
12	NARSINGPUR	
13	MANDLA	
14	SEONI	
15	CHHINDWARA	
16	BALAGHAT	
17	SAUSAR	
18	PARASIYA	
19	LAKHNADON	
20		

Signature of Tenderer/ Vendor with Seal

14
ANNEXURE-A

APPLICATION FORMAT FOR COURIER SERVICES DIVISIONAL OFFICE, JABALPUR

VENDOR FIRMS

1. Name of the firms (in block letter) :
2. Date of Establishment / incorporation :
3. Address & Mobile/ Tel.No. :
4. Address of office (if separate) & TelNo. :
5. Status partnership / Private Limited Com. :]
6. Name of partners / Directors :
7. Name of the Chief Executive with his present address & Tel No. :
8. Name of the representative with contact details indicating Designation who well be calling on us and attending to our jobs :
9. PAN NO. of the firm (copy should be enclosed) :
10. GST registration No. of the firm (copy enclosed) :
11. Whether holding certificate under hops & establishment act, duly renewed (copy should be enclosed) :

John

Amelia
McLean

12. Whether having Registration of courier with Govt. authority (copies with registration No. to be submitted) :

13. State the yearly Turnover of the firm (should be min 06 lakh) copies of last 3 year IT Return (in the name of company) Balance Sheet & Revenue Account to be enclosed):

14. Are you agreeable to collect daily consignment / items from Divisional Office, Jabalpur and all branch offices under Jabalpur division. (list of branch Seoni, Lakhnadon, Balaghat, Chhindwara, Sausar, Parasia, Mandla, Sihora, Katni, Damoh, Sagar ,Narsingpur, Bina Jabalpur) :

15. Are you agreeable to abide by the Terms & conditions of the Contract as per Annex 'A' (YES/NO) :

16. State the procedure of submitting P.O.D. Whether having own website tracking document Give details :

17. Whether covers destination mentioned in Terms & conditions mentioned in Annex. A Whether covers prominent destinations in india Also enclosed a list of destinations the courier firm covers :

18. Name the officer of the LIC/ Public sector Undertaking/ state, central Govt./reputed Pvt. Sector where you have done jobs during the last 3 years :

19. Name, address & Tel. Nos. of some of your valued customers :

20. Mention any other specialties of your establishment :



I/We request

LIC of India , Divisional Office Jabalpur to consider inclusion of my / our name in the list of their approved firms/ suppliers and agree to give full satisfaction to the corporation in the event of their doing so.

Date

Signature of Tenderer/ Vendor with Seal

Note : Please type this form or fill it legibly in ink If space provided is insufficient, please type or write the answers on a separate sheet appropriate question no and attach the same

Sh. A. no *Omey
Scant*

INTEGRITY PACT

General:

This 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. (herein 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 "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 Outsourcing of (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 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 or 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

1

Seal & signature of the bidder

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/Security agency 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

Seal & signature of the bidder

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) /Security agency(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

Handwritten signatures of two individuals, likely the Bidders, over their typed names. The signatures are in blue ink and appear to be "S. T. 19th" and "Anil G. Ganti".

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.

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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 the following (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission:

- 1 **SRI JOSE T.MATHEW IFS(RETD.), H.NO. 37/930 EBRAHIM PILLAI LANE VIA KAKKANAD , THIRKKAKARA, DISTT. ERNACULAM- 682021** Email- jtmat507@gmail.com
- 2 **SRI SANJAY KUMAR SRIVASTAVA, IAS (RETD), C-II 2475, VASANTKUNJ, 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 Sub security agencies. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Sub security agency(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 recuses 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.

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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 Security agency 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.....

Bidder:

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