



Thane Divisional Office, Jeevan Chintamani, V.N. Mahamarg, Thane(W)-400604.

Notes & Decision

Ref: OS/TDO /Tender no -8

Date: 24/06/2026

Re : Limited Tender for Transport Service Contract

As per our note dated 19.6.2026 ,sanction from the Stores Committee was received for floating a Tender For Transport Service Contract on GeM portal . However, we are unable to float the tender of GeM Portal due to the reasons enlisted below-

- 1.We find that the GeM Portal does not enlist the Transport services required by our Division which involves services to our branches in Thane division.The category is not available on GeM.
- 2.We have a panel of Empanelled Vendors for Transport Services and this panel is valid till 20.10.2027 (list enclosed).We had called for a combined Tender of Courier and Transport on 28.1.2026 but we received only one tender and therefore it had to be cancelled as per our note dated 9.5.2026.As such a separate tender for Transport is advisable.

Kindly advise whether we may call for a Limited Tender for Transport Service Contract for our Division from the Empanelled Vendor list of Thane Division for a period of two years initially and thereafter renewable for one year depending on the service,if found satisfactory.

AO(OS)

Refer to Stores Committee for recommendation.

Manager(OS)

Manager(OS)
14/7/2026

we have panel of empanelled vendors for transportation, which is valid upto october 2027. Stores committee recommends for calling tender for Transport Services (For courier) from the following Empanelled vendors:-

- 1) M/s Track Express Htl,
- 2) M/s - Omkar Services,
- 3) M/s. D.J. Media Point & Logistics

Ashwathi
Member
20/7/2026

Rachana
ch. person
20/7/2026

Shrikant
Member
20/7/2026

approved as per recommendation
of Committee

Sr. Divl. Manager

Shriyash
Member
Atalade
DM(LAM)
Member

TENDER NOTICE FOR TRANSPORT SERVICE CONTRACT

Office Services Department, Thane Divisional Office, LIC of India invites Limited **Tenders** from under **single-bid system** from our Empanelled vendors having administrative as well as operational presence in Thane, Navi Mumbai, Mumbai, Palghar & Raigad and who are providing transport service in any organization/ Government / Public Sector undertaking / Private organizations of repute etc. with at least three years' experience in providing such services, for providing transport service (office to office among) for **LIC OF INDIA, Thane Divisional Office at Jeevan Chintamani Building Eastern Express Highway Thane, 400604** and its branches, **Satellite Offices, RMF Centre, in Thane Navi Mumbai, Raigad and Palghar Districts.**
Schedule for the tender process is as given below:-

<u>TENDER NOTICE FOR TRANSPORT SERVICE CONTRACT</u>	
Tender Notification Number and Date 22.7.2026 Closing date: 7.8.2026 till 4 pm.	TENDER NO.8
Earnest Money Deposit	Bidder needs to provide a 3% as EMD of Total Value of Contract.
Time, Date and Place of Opening Tender Document	Time -11 a.m. Date – 10.08.2026 Place - LIC OF INDIA, Thane Divisional Office Jeevan Chintamani Building Eastern Express Highway Thane, 400604
Tender Quote approximately	Rs.200000.00

The **Tender** form must be complete in all respect.

All the Part /Annexure are part of this tender and shall be duly signed by authorized person of the tenderer.

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.

In case there is any change in the schedule or any correction, the same will be displayed on our web site.

Sr. Divisional Manager

APPLICATION FORM – TECHNICAL BID

Annexure-A

Sr. No.	Information sought	Information provided
1	Name of the Bidder Firm / Company	
2	Date of Establishment / Incorporation	
3	Registration No. for Registration under Companies Act, 1956 (Please enclose photocopy of Certificate)	
4	Correspondence Address :- Telephone No:- E-mail id:-	
5	Address of Head office (if different from above) and Telephone No:-	
6	Status of the Firm / Company – Proprietary / Partnership / Private Limited Company / Public Limited Company:	
7	Names of the Partners/ Directors	
8	Name of the Chief Executive Officer with his present address and Telephone Nos. :-	
9	Name of Representative(s) with Designation who will be calling us and attending to our jobs and his contact number:	
10	Name of Bankers with Address and Telephone Number: Bank A/c. No: IFSC Code: (Please enclose a cancelled cheque leaf)	
11	PAN No. of the Firm / Company (for Private Limited Company / Public Limited Company) / owner (for Proprietorship Firm) (Please enclose photocopy)	
12	Details of License under Shops and Establishment Act, 1948. (Please enclose copy)	

13	State the amount of Income Tax assessed for the last three financial years (Please enclose photocopies of Income Tax Returns for the Financial Year 2023-24, 2024-25, 2025-26)	F.Y. – 2023 – 24 F.Y. – 2024 – 25 F.Y. – 2025 – 26
14	State the turnover of the Company for the last three financial years (Please enclose photocopies of Balance Sheet & Revenue A/c. for the Financial Year 2023-24, 2024-25, 2025-26)	F.Y. – 2023 – 24 F.Y. – 2024 – 25 F.Y. – 2025 – 26
15	Details of work experience in Transport Service Business with PSU / Reputed Firms (enclose copy of work experience certificate)	
16	Is the Firm Registered under the GST? (If so, please enclose GST registration Certificate)	
17	Have your Firm / Company ever been BLACKLISTED by L.I.C. Of INDIA or any PSU / Govt. / Semi Govt. / Quasi Govt. Departments in India as on date of submission of Bid?	
18	a) Whether the Firm / Company is registered under NSIC or MSME? b) If so, whether it is Registered with Director of Industries (DI) / District Industries Centre (DIC) as Manufacturing / Services Enterprises and having acknowledgement of Entrepreneurs Memorandum (Part – II) / Udyog Aadhar Memorandum or are Registered with NSIC under Single Point Vendor Registration Scheme. c) If Registered, period of validity of such Registration (Please enclose photocopy of the valid Registration Certificate)	
19	Is the Firm owned by SC / ST Entrepreneurs and registered under MSE? If so, please enclose valid documents.	

Applications without the above enclosures are liable to be rejected.

Signature of the bidder

(Seal of the Bidder Firm / Company)

Annexure – B**TERMS & CONDITIONS OF THE TENDER**

- 1) Applications are invited from the Transport Service Provider located in Thane, Navi Mumbai, Mumbai Suburb, Raigad and Palghar jurisdiction.
- 2) Transport Service Provider should compulsorily have one administrative Office at Thane (details of this office should be provided in Annexure 'A')
- 3) Transport Service Provider should have minimum 3 years experience in providing transport service in any Organization / Government / Public Sector Undertaking / Private organization of repute, etc..
- 4) Earnest Money Deposit of 3% total cost of Tender Value by Demand Draft / Pay Order in favour of LIC of India, Payable at THANE. Agencies registered under NSIC, MSME and owned by SC/ST under MSE are exempted from EMD and Tender fees as per rule.
- 5) No Interest shall be payable on EMD lying in Deposit with LIC of India.
- 6) The successful bidder has to pay Security Deposit of 10% of Tender value Security which will be refundable on expiry of termination of contract subject to adjustment of all dues etc. No Interest will be payable on Security Deposit.
- 7) The Earnest Money Deposit of unsuccessful Contractor / Agencies will be refunded after getting approval of refund from Competent Authority without any interest within 30 days of decision. Successful Bidder will have to enter into duly notarized agreement with us on Non-Judicial Stamp Paper of ₹. 500/-
- 8) The Security Deposit shall be forfeited by LIC of India in the event of failure to execute the contract when called upon to do so.
- 9) Transport Service Provider / Contractor will have to provide Transport Services to offices mentioned in Annexure 'C'.
- 10) The successful Bidder will furnish Names and Address with Telephone / Mobile No. of their Representative who could be called / contacted in case of any urgent work.
- 11) The Transport Service Provider / Contractor should submit Certificate of work experience with Reputed Commercial Organization / Banks / Govt. Dept. / PSU.
- 12) Initially, the period of Contract shall be for a period from / /2026 up to / /2028 (two Years) After further review and evaluation, can be renewed further ONE year on the same terms and conditions if service found satisfactory.
- 13) Transportation order is to be implemented within 12 hours and preferably goods are to be transported during office hours. Any delay in the same will be penalized @50% of transportation charges.
- 14) Safety of goods/stationery will be the prime responsibility of Transporter and any damage to goods/boxes during Transportation will be borne by the Transporter.
- 15) Any statutory requirement in r/o transport vehicle or permit or sanction will be the responsibility of the transporter.
- 16) Driver of the vehicle must have a valid license for driving heavy vehicle.

- 17) The rates should be quoted in the Format provided in Annexure 'D'. The rates quoted should be inclusive of all charges but excluding GST..Rates quoted will be valid throughout the contract period. If the Vendor expresses his inability or refuses to provide service due to rate hike or any other reason within the contract period, the vendor will be blacklisted and Security Deposit will be forfeited by LIC.
- 18) Contractor / Transport service provider will submit Bills along with PODs on monthly basis. Payment will be made by Thane Divisional office only on monthly basis.
- 19) In case of loss of material, Contractor / Transport service provider will lodge FIR, Claim Insurance compensation and fulfill every formality as deemed necessary in recovering the documents
- 20) In case the services of the Contractor / Transport service provider are found unsatisfactory, the Contract will be terminated before the period specified.
- 21) The worker(s) engaged by the Vendor shall be his / her own employees and LIC of India is in no way responsible or liable for payment of their wages and other benefits. Further, the worker (s) engaged by the Vendor shall not be deemed to be the employees of LIC of India and shall not be entitled to any benefit either of a Temporary or Regular Employees of LIC of India. LIC of India will have no obligation towards such personnel and they will not be entitled to claim of any kind of employment with LIC of India.
- 22) The Vendor or any of his Agent, employee(s) or any one else on behalf of the Vendor will not in any way make use of the name of LIC of India or the Offices, Employees or Agents in their dealings with outsiders while making any purchases concerning or providing transport service contract.
- 23) LIC of India shall not be liable to pay any damages / claims etc. under Workmen's Compensation Act or Rules thereunder or for compensation payable in consequences of any accident or injury sustained by any person in employment for purpose of this providing transport services.
- 24) The Contract can be terminated with a prior written notice of –
 - a) 30 days by LIC of India, in case the services of the Vendor are not found satisfactory or for breach of any of the Terms & Conditions of the Contract.
 - b) 90 days by the Vendor, if the Vendor is not willing to render the services as per the Terms of Contract.
- 25) The Sr. Divisional Manager LIC of India, THANE reserve the right to reject or accept any bid, stop the bidding process and reject any or all bids at any time prior to the award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for his/her actions and decisions. The Sr. Divisional Manager LIC of India THANE does not bind himself/herself to accept the lowest tender.

26) In terms of provision of Section 33 (3) of the Insurance Laws (Amendment) Act 2015, Insurance regulatory and Development Authority of India (IRDA) is authorized to verify all such books of accounts, Registers, other documents and data base in custody of contractor in respect of service outsourced by LIC of India. It shall be the duty of the contractor 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 Contractor or agency where the services are outsourced by LIC of India.

The Corporation reserves the right to call for any record or requirements from the Contractor at any time in response to any query from the Appropriate Authorities.

- 24) For all disputes decision of Sr. Divisional Manager shall be binding on the Contractor / Transport Service Provider.
- 25) Successful bidder will have to enter in to duly notarized agreement with us on a non judicial stamp paper of ₹.500/-
- 26) Integrity Pact. :- The vendor will have to submit the "INTEGRITY PACT" (Annexure E) to be signed and submitted on non judicial stamp paper of ₹.500/- with the tender only.
- 27) All the above Terms and Conditions are not exhaustive. If need arises it can change according to circumstances by the Corporation.
- 28) **L1 will be decided on Total Cost wise Evaluation.(as per Annexure 'D')**

I / We agree to abide by all the above terms and conditions of the tender.

Signature of the bidder with seal

Place: _____

Date: _____

**TENDER FOR TRANSPORT SERVICE CONTRACT
 FINANCIAL BID**

Annexure – D

Annexure-D		
Serial No.	Group of Branches To Offices	Rate in ₹
1	Ambarnath-92B, Ulhasnagar 917 & - 92F,Dombivali 91G,9276	38 km
2	Thane 92C,933,92H	5 km
3	Bhivandi 91M, Kalyan 92D,934	22 km
4	Vashi-92A, Panvel-91P & Khopoli-92K	86 km
5	Roha-92E, Pen-936, Mahad-91H	178 km
6	Bhayandar-92L, Vasai-91N, Nalasopara-92G	53 km
7	Dahanu-932, Boisar-92J	130 km
8	RMF Poorna	9 km
9	CO/ZO	42 km
10	Bandra Kurla Complex	25 km
11	Total kms	588 km
12	Incidentals like loading, unloading and shifting charges	

Total Cost ₹. _____

Kindly quote the amount after visiting & confirming the distance of each & every branch from Thane Divisional Office .

Signature & Seal of the Contractor

ANNEXURE C

List of Offices under jurisdiction of THANE Division.

Office Name	Location	Branch Address
LIC of India, Thane Division office ,Jeevan Chintamani,V M Mahamarg ,Thane (W)400604	Thane	Thane Division office ,Jeevan Chintamani,V M Mahamarg,Thane (W)400604
LIC of India 91J BO	Thane	1 ST FLOOR BRANCH Thane Division office ,Jeevan Chintamani,V M Mahamarg,Thane (W)400604
LIC of India 91J SSO Ghodbunder Rd	Thane	RUSHABH ENTERPRISE 2ND FLOOR RUSHABH MALL PLAT NO 325 WADEKAR COMPOUND G B RD THANE 400610
LIC of India 92B	Ambarnath	92B Panvelkar Plaza, 1st Flr. Nr. Dombivli Nagri Sahakari Bank,Stn.Rd Ambarnath (E) 421501
LIC of India,92C,BO	Thane	Thane Branch Office ,Br.92C, 1st floor, S.T. Depot Khopat Thane (W) 400602
Lic of India 92H,BO	Thane	Thane Branch Office 092H Bhivra Sadan, Above Thane Janta Sahakari BankNear Mangala Hindi High School Kopri, Thane (E) 400601
LIC of India,933,BO	Thane	G-3,GR FLR,AKRUTI SMC SQUARE BLDG,LBS ROAD,KHOPAT,THANE
LIC of India P & GS,	Thane	7 TH floor Jeevan Chintamani Thane Division Office Thane
LIC of India,91G BO	Dombivali	Branch Office 91G MIDC Comp.Ind.Estate Dombivli (E) Dist. Thane 421201
LIC of India 91H,BO	Mahad	Branch Office 91H Laxmi Niwas, Shivaji Chowk Mahad, Dist.Raigad 402301
LIC of India 91M, BO	Bhiwandi	KONARK ARCADE GALA NO. 124 TO 130NEAR B.N.M.C., OLD JAKAT NAKA BHIWANDI 421302
LIC of India 91M SSO	Shahpoor	Rutu Park, Ground Flr Village-Gotheghar Shahapur (East) 421601
LIC of India 91N ,BO	Vasai	Branch Office 91N ,Lawrance Trading Centre 2nd Flr. Nr. KT Vision Talkies Navghar, Vasai 401602
LIC of India 91P,BO	Panvel	LATE SHRI VILASRAO DESHMUKH VYAPARI SANK PLOT NO.201 TO 219, PLOT NO 241/242, CHHATRAPATI SHIVAJI MAHARAJ CHOWK,AT PO PANVEL
LIC of India 917,BO	Ulhasnagar	Branch Office 917 , 2 nd floor , Woodland Complex ,

		Furniture Bajar Ulhasnagar 42100
LIC of India,932,BO	Dahanu.	Dahanu Thane Branch Office 0932 Shyam Plaza, HK Marg Dahanu Rd. Dahanu (W) 401602
LIC of India ,934 BO	Kalyan	Branch Office 0934 ShreeJi Kripa, Karnik Rd., Opp. Murbad Rd. Kalyan 421301
LIC of India ,934 BO SSO	Titwala	SHOP NO 9 GR FLOOR MARATHE IMPRESS BUILDING JAKAT MALA TITWALA 421605
LIC of India,936,BO	Pen	Branch Office 0936 LIC Bldg. Pen Dist. Raigad 402107
LIC of India,92A,BO	Vashi.	Branch Office 092A 2nd Flr, Parsi Police Bldg. Sector No.17, Vashi, Navi Mumbai 410210
LIC of India,92D,BO	Kalyan	TRIVENI GRANDE H WING 2 ND FLOOR D.B.CHOWK ADHARWADI ROAD KALYAN (w)421001
LIC of India 92E,BO	Roha.	Branch Office 092E Mahavir Complex, Nr. Parab Poha Mill, Opp.Raikar ParkRoha 402109
LIC of India 92F,BO	Ulhasnagar	Branch Office 092F 1st & 2nd flr, Maruti Chambers, Barrack No. 1266/6, Main Road, Nr. Vithalwadi Police Stn, U'gar 421004
LIC of India 92G,BO	Nallasopara	Branch Office 092G Satyam Shivam Shopping Centre 2nd Flr. Nr. Rly Stn. Nalasopara (W) 401105
LIC of India 92K,BO	Khopoli	Utsav Commercial Complex Bajarpeth, Khopoli 401206
LIC of India,92J,BO	Boisar	1st & 2nd floor , Sweet Dreams Apts. Above Mody Footwear, Nr. Stn. Boisar (W) 401105
LIC of India 92L,BO	Bhayender	Hall No. 1 & 2, D Wing, Himalaya Complex, Mira Bhayandar Road, Bhayandar (E) 400107
LIC of India 9276 BO	Dombivili	Sant Palace, 1st & 2nd floor, M.G. Road, Opp. Bhawe Hall, Vishnu NagarDombivili (W) 421202
LIC of India Kharghar ,SSo	Kharghar	Shri Raj Ratnadeep Society, 1st Floor Sector No.20, Plot No.4, Near Jalvayu BusstopKharghar, Navi Mumbai 410210
LIC of India Nerul,sso	Nerul	LIC of India, SO Nerul Ground Flr., Riddhi Siddhi Apt. Sec.20, Nr. Rly.Station, Nerul West. 400706

LIC of India,Alibag,SSO	Alibag	1/101 1ST FLR,THOSAR COMPLEX THOSAR WADI,NR S T STAND ALIBAUG 402201
LIC of India,Mira RD,SSO	Mira Rd	A/2, Shopping Centre 1st floor, Shantinagar, Sector-1 Mira Road, Thane 401107
LIC of India,Virar,SSO	Virar	GR FLR,MAHAKALI NIWAS OPP RAILWAY CROSSING,VARTAK ROADVIRAR WEST 401303
LIC of India ,Murbad	Murbad	Shridarshan Complex Ground Flr., Mhasa Road Murbad
LIC of India Badlapur	Badlapur	Mandavkar complex A winf 2nd Flr, Sane Wadi Kulgaon, Badlapur West 421503
Customer Zone	Thane	1 ST FLOOR PINAK GALAXY B WING JUNCTION KAPURBAWADI MAJIWADA THANE 400607
LIC of India 92K SSO	Karjat	983 JEEVAN JYOTI NAGAR ROAD KARJAT MURBAD RD KARJAT 410201
LIC of India 92A SSO	Ghansoli	SECTOR 5 GHANSOLI GAON GHANSOLI NAVI MUMBAI 400701
LIC of India 92J SSO	Palghar	GR FLR,MAHAKALI NIWAS OPP RAILWAY CROSSING,VARTAK ROADVIRAR WEST 401303
LIC OF INDIA WESTERN ZONE OFFICE	MIUMBAI	YOGAKSHEMA MUMBAI 400001



OS Department, Divisional Office,
3rd floor Jeevan Chintamani, V.N.
Mahamarg, Thane(W)-400604.
Email:-os.thane@licindia.com

ANNEXURE- E

CONTRACT INTEGRITY PACT

General:

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on..... day of the month of 2026. , between, on one hand, the Life Insurance Corporation of India (hereinafter referred to as "LIC") a statutory Corporation established under section 3 of Life Insurance Corporation Act 1956 (XXXI of 1956) and having its corporate office at "Yogakshema" Jeevan Bima Marg Mumbai 400021. (here in after called the "BUYER" which expression shall mean and include, unless the context otherwise requires, his successors in office assigns) of the First part. And M/s represented by Shri..... .(Hereinafter called the "BIDDER /SELLER/SERVICE PROVIDER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second part.

WHEREAS the BUYER proposes to procure _____ (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 cartelization 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 Jose T Mathew, IFS(Retd)

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

Ernakulum, Kerala,

Email- itmat507@gmail.com

2) Sri. Sanjay Kumar Srivasatav IAS (Retd.)

C-112475, Vasant Kunj

New Delhi-110070

E mail-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, 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

Name of the Officer: **SRI ARUN GHORPADE**
Manager (OS/DM)

Deptt./ **OS Department**

Address-

BIDDER

CEO: Designation

Witness 1

Witness 2