

TENDER NO. 08/2023-24 COURIER SERVICES DTD.01.02.2024

CONTRACTUAL COST Rs.15.00 lakhs for Contract period

NOTICE FOR INVITING TENDER QUOTATION FOR COURIER SERVICES

FOR THE PERIOD OF TWO YEARS.

Life Insurance Corporation of India, Divisional Office ,Nagpur , invites tender quotation under single bid system in sealed envelop from courier service providers for all branch offices/ satellite offices (41 offices) under Nagpur Division, having sound financial capacity and proven track record of at least 3 years of rendering courier services to other reputed Government/PSU organizations other Divisional Office of LIC of India etc. The quotations, meeting the eligibility criteria specified in the tender format, shall only be considered for further evaluation. LIC of India reserves the right to accept or reject any or all offers/ Quotations in full/ part without assigning any reason whatsoever.

For complete details and bid documents please log on to our website www.licindia.inandgoto "Tenders" and click on the link "Tender for COURIER SERVICE, LIC, Nagpur Division". Application forms may be obtained from OS department of Divisional Office Nagpur of LIC of India at above mentioned address from 01/02/2024 till 15/02/2024 on all working days from 10 AM to 3.00 PM except on Saturday and Sunday.

In case there is any change in the schedule/conditions, the corrigendum will be issued and the same will be displayed on our web site only and advertisement will not be issued for the same.

Last Date of Submission of Tender: 15/02/2024 up to 4.00 pm

Date of Opening of Tender: 15/02/2024
Date of press Advertisement: 01/02/2024



APPLICATION FORM ---

DETAILS OF FIRM

Annexure-A Information sought **Information Provided** Name of the Firm (In Block 1 Letters) 2 Date of Establishment Incorporation Registration no. for registration under Companies Act, 1956.OR MSME/NSIC (Please enclose photocopy of certificate) Correspondence address and 4 telephone no, with email id Address of Head Office (If 5 separate) and Telephone no. 6 Status Proprietary/ Partnership/ Private Limited Company/ Public Limited Company Name of the Partners/ Directors 7 Name of Chief Executive with 8 his present address and Telephone nos. Name of Representative (s) with Designation who would be calling on us and attending to our jobs and his Contact numbers. Details of Demand Draft 9A. payable at Nagpur to be enclosed if the forms downloaded from web site. 10 Name of Bankers with address & telephone nos. IFSC Code & A/C No.(Please attach Photo copy of bank pass book or Cancelled cheque of the Firm) 11 PAN No. of the Firm (Please enclose photocopy)

12	Whether registered under Central Govt Excise ? if So provide copies of Registration	
13	List of Corporate Clients & Certificate of quality of Service (if any	
14	Details if registered/ Empanelled with any other Government Authority	
15	State the latest Income tax assessed year and the amount of tax assessed (Copies of last 03 years, IT Returns, Balance Sheets & Revenue A/C to be enclosed)	
16	Turnover for the last three financial years 2020-21 2021-22	
17	Details of courier services to any office of LIC of India and /or prestigious P.S.Us. (Central), (Please fill Annexure-B).	
18	Mention any other specialties of your Establishment	
19	Whether holding certificate under shops and establishment act, (If yes duly renewed copy should be Enclosed.)	
20	Procedure of submitting POD, give in details	
type or authen I/We	r write the replies on a separat ticating the same with seal and sig	gibly in ink. If space provided is insufficient, please sheet giving appropriate question number duly gnature and attach it to the form) request Life
by all the fulle We furn	he ELIGIBILITY CRITERIA AND est satisfaction of the corporation. ther give our consent and undertak services to Divisional Office Nagr	ivisional Office to consider our bid. We agree to abide O OTHER TERMS AND CONDITIONS of services to the that our firm is competent and capable of rendering our.440001 within the stipulated time as desired by LIC
Dated a	ttthis	day2024
Signati	ure with Seal	
Name: Design		



Annexure-B

Details of Existing Clients:

(populate hage	e must be submitted for each Client)
Name of the Company	
Address of the Company	
Name, designation of contact person with telephone no. and e-mail ID	
Name:	
Designation:	
Landline No.:	
Cell No. :	
Email ID:	
same)	years (Ref. No, date of work order with photo copy of
(Please attach attested copies of Pi	urchase Orders executed or certificate from customer)

Authorized Signatory Signature
NAME:
DESIGNATION:
Name and Address and SEAL OF THE FIRM / COMPANY:

Date.....



Annexure-C

UNDERTAKING

Ref: OS/TENDER/ Courier Service

We hereby confirm that we have not been blacklisted by LIC or PSU/ BFSI Organization/ Government / Semi Government / Quasi Govt. Departments in India as on date of submission of bid in response to the above.

We also agree with your terms and conditions quoted in tender.

Dated at	tnis	day of	2024
Authorized Sign	atory Signature		
NAME:			
DESIGNATION	I :		
Name and Addr	ess and SEAL C	F THE FIRM / CO	MPANY:



Annexure- D

ELIGIBILITY CRITERIA & OTHER CONDITIONS

- 1. The firm/supplier should be having the experience of rendering Courier services to three reputed firms/ Govt. offices for at least 3 years (copy of proof must be enclosed)
- 2. The firm/supplier should have registration with state and local authorities for undertaking the profession (copies of proof to be enclosed)
- 3. Minimum annual turnover of the company should be Rs 10,00,000/- during last three years certified by Chartered Accountant.
- 4. The company should have a valid PAN Card no. issued by Income tax department and GST registration No.
- 5. Certificate of satisfactory courier services issued by concerned department/authority/reputed firm must be attached as proof.
- 6. If the contracted amount exceeds Rs. 1 lakhs for a period of contract (01 Year) the tenderer (including MSME/NSIC registered vendors) have to deposit 10% Performance security deposit on the basis of contractual value. Performance Security deposit will not carry any interest and same will be refunded to the concern contractor/vender only after completion of contract.
- 7. 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.

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

The sealed tender envelope should reach us on or before 15/02/2024 at 4 PM addressed to The Manager (OS)
Life Insurance Corporation of India
Divisional Office,
National Insurance Building,
S.V.Patel Marg, Station Road,
Nagpur. 440001.

The tender received after the stipulated time and date will not be entertained.

Declaration:

I/we have read the instructions appended to the form and I/we understand that if any false information is revealed at a later date, any contract made between ourselves and the corporation, on the basis of the information given by me/us shall be treated as invalid at the sole discretion of the Corporation and I/we will be solely responsible for the consequences and shall make good all loses 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.
Sign With seal of firm/company
Name & designation Placedate



ANNEXURE -- E

TERMS AND CONDITIONS

- 1. All the Dak to be sent to one station shall be weighed together in an envelope and accordingly the payment will be calculated in the case of all LIC offices under the jurisdiction of Nagpur Division.
- 2. If the weight of the article /Envelop will be more than One Kilogram then the payment to be made will be calculated to the nearest kilogram, for Example if the weight is more than one kilogram, then from 501 gram to 999 gram the calculation will be made to the next kilogram. In other words the payment will be made taking the weight as two kilogram.
- 3. Service provider should deploy pickup personnel per locations, where our Divisional offices and Branches housed for.
- 4. The firm/ Authorized person of the firm will collect the envelops/articles to be sent through Courier from the concerned office on each working day under acknowledgement (as per attached list of our 41 offices.)
- 5. If the weight of the Dak/Articles to be sent to Courier is must be made on the envelop/Packing of the article as well as in the register maintain by the office.
- 6. The Firm will also submit report of POD to our office on a monthly basis at no extra Charges. All delivery record should be maintained by agency for a minimum period of 18 months (Eighteen) in their computers. The payment shall be released by respective branches only for Dak delivered after making random check of the delivery date provided by the firm to the respective office. No payment shall be made for undelivered Dak/ for PODs not submitted. Suitable remark should be placed in the delivery report of POD.
- 7. In case, any complaint received against the firm, the Competent Authority of the Corporation will have the right to forfeit the EMD and performance Security Deposit by giving 15 days notice to terminate the courier services being rendered by the firm.
- 8. The application will enclose the demand draft of Rs. 250/- (Two Hundred fifty only), as tender application fees along with GST 18% i.e. 45/- Total Rs. 295/- , non refundable, favoring, Life Insurance Corporation Of India and payable at Nagpur.
- 9. The Applicant will enclose along with the application the demand draft of Rs 30000/-(Rs. forty thousand only as 2% of Contractual Cost i.e. 15 Lakh), favoring ,Life Insurance Corporation Of India , payable at Nagpur towards Earnest Money Deposit (EMD). No Interest will be paid by the Corporation on this amount of EMD to the successful bidder and will be refunded with out interest on successful completion and expiry of contractual period. The amount of EMD will be refunded to all firms except the "Successful Bidder without interest.

- 10. After allotment of tender, the successful vendor will have to deposit performance security Deposit of Rs.1,50,000/-(One Lakh Fifty Thousand only), favoring Life Insurance Corporation of India, payable at Nagpur (I.E. @ 10% of Contractual value Rs.15,00,000/-). This will be refunded without interest on successful completion and expiry of contractual period.
- 11. The rates quoted shall include all taxes, all service charges but GST WILL BE EXTRA. The approved rates are valid for the period of two year and may be extended for one year or two years block as per office exigencies subject to satisfactory service with the consent of both parties on same rates, terms and conditions.
- 12 The approved rates Contract may be terminated during contractual period at the sole discretion of the Corporation as per the situation and the corporation reserve the right not to assign the reason of termination to the vendor.
- 13 The Contractor/Courier Service provider will furnish names and addresses with telephone nos. / Mobile number of their representative who could be called/ contacted in case of any work and follow up the matter.
- 14. The following Draft of PDO will be submitted by the Firm to our Office in CD/DVD/email in Excel format at the end of each calendar month.

FORMAT- A

Sl	Consignment	Name	Policy	Address	Mobile	e-mail	Date of	Delivered	Dt of Return
No.	(Date of rect.	of the	No.	on which	no.	address	Delivery	by	of
9	Of	client		delivered				(Name of	Consignment
	Consignment)					8		Delivery	
							ana y	Man)	
									10
					so 20				
			1						
					100		son's		

The Following draft of collection will be submitted by the firm to our office in CD/DVD/email in XL format at the end of each calendar month:

FORMAT-B

SI No.	Consignment (Date of rect. Of Consignment)	Name of the client	Policy No.	Address from which collected	Mobile no.	e-mail address	Date of Collection	Collected by (Name of person)	Collection
		2							

A separate CD/DVD/email has to be provided by the firm for the documents collected in the form on the same lines as in "POD" CD/DVD/email.

- 15. Please also submit copy of ITRs of last 3 years and copies of other related documents like TAN,GST etc.
- 16. The Firm will have to ensure delivery of the Dak at the earliest but not later than 5 days
- 17. The LIC of India will lodge FIR in case the documents are lost and will complete all the formalities. In case the documents/ article sent through courier is lost or delivered late and if any dispute is raised by the third party, all the expenses and damages will be borne by the firm or recovered from monthly payment. The Firm shall not be eligible for any payment of the dak delivered after seven days. Any litigation in this regard is subject to jurisdiction of Nagpur District court only.
- 18. In case any data/ forms are required to be collected from recipients of the DAK, charges for the same would be paid separately.
- 19. The tender should reach us on or before 15.02.2024 by 4.00 PM at the following address givenin Annexure D. The envelop should be super scribed as "Tender regarding Courier Service"
- 20. 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 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 the right to cancel order at any time and need not assign any reason for that action.
- 21. Life Insurance Corporation of India reserves its right to reject, accept or cancel the process of tender in full or part Selection partly or fully 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.
- 22. Any dispute arising out of or relating to this tender shall be deemed to have arisen in Nagpur and be subject to adjudication of competent Court in Nagpur only.
- 23. Any tender not complying wholly with these terms and conditions shall be liable for rejection.
- 24. The vendor shall not appoint any sub-vendor to carry out any obligations under the contract.
- 25. The vendor shall give the services during the period of contract as per the LIC's requirements.
- 26. 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.
- 27. 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 Nagpur. Whose decision shall be final and binding on both the parties. The venue of arbitration shall be at Nagpur. The provisions of the Arbitration and Conciliation Act, 1996 shall apply to the arbitration.
- 28. The employees/agents of the Supplier 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.
- 29. 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.

30. 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.

31. 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 to time.

32. Penalty as deemed fit by Corporation shall be imposed in case the services fall below the contractual specification with regard to the time schedule of delivery of the DAK.

33. 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. No request of any nature in respect of deviation in timing will be entertained.

34. Integrety Pact is to be submitted along with Technical bid on Stamp Paper of Rs 500 as per the Format given in Annexure G, failing which your quotation will not be entertained.

35. Mere submission of the Tender application does not confirm the right of selection.

We agree to abide by all the terms and conditions of the tender (Name of the Proprietor of the Firm)

Signature and seal of the Firms.

SR. DIVISIONAL MANAGER



ANNEXURE - F-1 - RATES TOBE QUOTED PER DAK INCLUSIVE OF ALL TAXES/ALL CHARGES EXCLUDING GST

Sn	Place	Area	For Delivery of Dak								
		Rates to be quoted per dak Inclusive of all Taxes/All Charges ,GST								time to	
	<u> </u>			Extra							
										the	
					The second secon		· · · · · · · · · · · · · · · · · · ·	1	·	courier	
-			Weight	Weight	Weight	Weight	Weight	Weight	Weight		
			1 to 10	11 to	51 to	101 to	251 to	501 to	Over 1		
			gm	50 gm.	100 gm	250 gm	500 gm	1 Kg.	kg(Rate		
			with	With	with	with	with	with	per Kg.)		
	340 390	85	POD	POD	POD	POD	POD	POD	with POD		
1	Nagpur	Local									
2	Nagpur	District		1883 ·		27.	-	300			
3	Maharashtra	Rural			<u> </u>				3		
	Maharashtra	Urban				-				3 3	
4	Rest of India	Rural									
	Rest of India	Urban								<u>.</u>	
5	Packing Charges from SI No 1 to 4,if any										



B. ANNEXURE - F2 - RATES TOBE QUOTED PER DAK INCLUSIVE OF ALL TAXES/ALL CHARGES EXCLUDING GST

Sr N o.	Place	Area	Rates t	For Collection of Dak Rates to be quoted per dak inclusive of all Taxes/All charges ,GST Extra							
			Weight	Weight	Weight	Weight	Weight	Weight	Weight	courier	
			1 to 10 gm with POD	11 to 50 gm. With POD	51 to 100 gm with POD	101 to 250 gm with POD	251 to 500 gm with POD	501 to 1 Kg. with POD	Over 1 kg(Rate per Kg.) with POD		
1	Nagpur	Local				-					
2	Nagpur	District	-								
3	Maharashtra	Rural		-		,, ,, ,, ,, ,, ,, ,, ,, ,, ,, ,, ,, ,,					
	Maharashtra	Urban				7,5				- Marian	
4	Rest of India	Rural									
	Rest of India	Urban									
5	Packing Charges from SI No.1 to 4, if any										

ANNEXURE-G

PRE CONTRACT INTEGRITY PACT

General:

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on............... day of the month of2024. between, on one hand, the Life Insurance Corporation of India (hereinafter referred to as "LIC") a statutory Corporation established under section 3 of Life Insurance Corporation Act 1956 (XXXI of 1956) and having its corporate office at "Yogakshema" Jeevan Bima Marg Mumbai 400021. (here in after called the "BUYER" which expression shall mean and include, unless the context otherwise requires, his successors in office assigns) of the First part. And M/srepresented by Shri...... .(Hereinafter called the /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 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

- 1.1The 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 he has made, is committed to or intends to make to agents, brokers or any other intermediaries, including officials of the BUYER or their family members, if any, in connection with the contract and the details of services agreed upon for such payments.
- **3.7** The Bidder will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
- **3.8** The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER/Contractor will not commit any offence under the relevant India Penal Code (IPC) /Prevention of corruption (PC) act. Further, the bidder will not use improperly, for purposes of competition or personal gain, pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

- **3.10** The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- **3.11** The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the Bidder or any of the key personnel of the bidder, actively involved in the project is a relative of any of the actively involved personnel of the Buyer, the same should be disclosed.
 The term 'relative' for this purpose would be as defined in section 2(77) of the Companies Act, 2013.
- **3.13** The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee or the BUYER.
- **3.14** The Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

4. Previous Transgression

- **4.1** The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify; BIDDER's exclusion from the tender process.
- **4.2** The BIDDER agrees that if it makes an incorrect statement on this subject, or committed a transgression through a violation of any of the clauses of the commitments of bidder, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Sanctions for Violations:

5.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any; compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (v) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/recession and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vi) To debar the BIDDER from participating in the future bidding processes of LIC for a minimum period of five years which 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.
 - 5.2 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:

Name, address, email of the Monitor(s):

6.1 The BUYER has appointed (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.

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- **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.
- BUYER BIDDER

 Name of the Officer: CEO:

 Designation

 Deptt./

 Witness

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

2		2
(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.

LIST OF OFFICES UNDER NAGPUR DIVISION

SR.NO	NAME OF OFFICE
1	Nagpur Divisional Office
2	CBO 970
3	CBO 971
4	CBO 972
5	CBO 973
6	CBO 993
7	CBO 990
8	CBO 97F
9	CBO 99G
10	CBO 99F
11	Wardha 974
12	Chandrapur 975
13	Gondia 976
14	Bhandara 97A
15	Gadchiroli 97C
16	Sakoli 97D
17	Warora 99B
18	Ballarpur 99D
19	Katol 99E
20	Bramhapuri 99H
21	Arvi 99M
22	Ramtek 99N
23	Umred 99R

24 Hinganghat 99S

25 Chandrapur II 99V

26 Saoner 97E

27 Tumsar 9126

28 SO Buttibori

29 SO Mouda

30 SO Pulgaon

31 SO Mul

32 SO Amgaon

33 SO CLIA Nagpur

34 SO Allapalli

35 SO Tirora

36 SO Kamptee

37 SO Lakhani

38 SO Pauni

39 SO Hingna

40 Mash Deptt Nagpur

41 CZ Dhantoli Nagpur