

Tender for ARC with Travel Agencies for Air Ticketing Services for LIC of India, Srinagar Division

Ref: OS/Air Tickets

Date: 20.09.2024

### **TENDER DOCUMENT**

**FOR** 

ARC with Travel Agencies for Air Ticketing Services for LIC of India

### **SRINAGAR DIVISION**

Last Date of Submission: 10.10.2024 up to 1600 Hours





Tender for ARC with Travel Agencies for Air Ticketing Services for LIC of India, Srinagar Division

### NOTICE

Life Insurance Corporation of India, Divisional Office, Srinagar intends to invite sealed tenders in a closed envelope under TWO BID SYSTEM for ARC with Travel Agencies for Air Ticketing Services for LIC of India, Srinagar Division, from reputed Agencies/Firms. Tender document containing terms and conditions is available at our web site www.licindia.in/Bottom-Links/Tenders. The last date of submission of Tenders is 10.10.2024 up to 1600 Hours. For further details please log on to www.licindia.in/Bottom-Links/Tenders.

Senior Divisional Manager, LIC of India, Divisional Office, Srinagar reserves the right to accept or reject any or all offers/ tenders in full/ part without assigning any reason whatsoever.

SR. DIVISIONAL MANAGER



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### The details of various Annexures are as under:

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Kindly Note:-





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### Salient Features of the TENDER

5.NO.	Title	Description	
1	Tender	Tender for ARC with Travel Agencies for Air Ticketing Services for LIC of India, Srinagar Division	
2	Offices where Air Ticketing Services are to be provided	All Offices under jurisdiction of LIC of India, Srinagar Division	
3	Name and address to whom the tender is to be submitted	Tender Receiving Officer Life Insurance Corporation of India, D. O. Cell, Jeevan Jyoti Building, 18-A, Rail Head Complex, Jammu-180012	
4	Tender Fee	Rs 118- (Rs 100/- as tender fee + 18% GST) (non- refundable by way of <b>Demand Draft only</b> , in favor of "LIC of India" draw on any Nationalized/Scheduled Bank payable at Srinagar.	
š	Last Date and time of submission of tender	10.10.2024 by 1600 Hours. (Excluding Sundays, Saturdays and Holidays). Applicants to ensure that their tender is received on or before the date and time specified, as no consideration whatsoeve shall be given for postal or any kind of delay.	
6	Date of opening of Tender	The sealed tenders will be opened by the Tender Openii Committee on 11.10.2024 at 1100 hours in presence of the bidders or one of their authorized representative (Authorization letter as per the format provided with ID processing who wish to attend at their own cost.	
7	Date of opening of Financial Bids	Financial Bids of only those Bidders who qualify on Technical Grounds will be eligible for opening. The Financial Bids will be opened on a later date that will be communicated to the bidders.	
8	Notice for termination of contract	The contract is subject to termination at any time if not found satisfactory by LIC or for any other reason whatsoever by serving 30 days' notice in writing by LIC and 90 days' notice by the travel agency.	
9	Earnest Money Deposit	Rs 5000-(Rs. Five Thousands only-) by way of Demand Draft only in favor of "LIC of India" drawn on any Nationalized/Scheduled Bank payable at Jammu.	
10	Official Website	www.licindia.in	







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### **Instructions to Bidders**

- LIC, Divisional Office, Srinagar, invites Tender, for ARC with travel agencies for Air Ticketing Services, in sealed envelope from Agencies/Firms, for arranging air tickets for all offices of LIC of India under the jurisdiction of Srinagar Division.
- 2. For complete details and formats of Tender Document please log on to LIC's website <u>www.licindia.in/Bottom-Links/Tenders</u>. Should there be any changes in the terms and conditions of the tender, they will be duly notified on this official website and no further intimation will be given through any other means.
- 3. <u>TENDER FEE</u>: Tender Document may be downloaded from the website, should be duly filled in and accompanied by a <u>Demand Draft only</u> of <u>Rs.118/- (Rs.100+18% GST)</u> favoring 'LIC of India' drawn on any Nationalized/Scheduled Bank payable at Jammu, towards <u>Non-refundable Tender Fee</u>.
- 4. EARNEST MONEY DEPOSIT: The tender should be accompanied by a refundable Earnest Money Deposit of Rs. 5000/- (Rs Five thousand only-) in the form of Demand Draft only favoring 'LIC of India' drawn on any Nationalized/Scheduled Bank payable at Jammu. Earnest Money Deposit will be refunded to the unsuccessful bidders after finalization of the tender. The Earnest Money Deposit will not carry any interest.
- 5. <u>TECHNICAL BID:</u> The bidders are requested to submit the Technical Bid (Annexure A) in a sealed cover super scribed as "Technical Bid for ARC with Travel Agencies for Air Ticketing Services for LIC of India, Srinagar Division". The envelope shall contain the name, contact no., E-Mail ID and address of the bidder. The following documents are to be submitted along with the Technical Bid.
  - a) Demand Draft for Rs118-(non-refundable) as cost of Tender Fee as mentioned in the Tender.
  - b) Demand Draft for Rs5000- as EMD.
  - c) Technical Bid Annexure-A
  - d) Signed copy of Pre-Contract of Integrity Pact
  - e) Signed copy of tender document as token of acceptance of tender terms and conditions
  - f) Self-attested copy of PAN card
  - g) Self-attested copy of GST registration certificate.
  - h) Self-attested copy of ITR as required in the tender.





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6. <u>FINANCIAL BID:</u> The bidders are requested to submit Financial Bid (Annexure-B) separately in a sealed cover super scribed as-Financial Bid for ARC with Travel Agencies for Air Ticketing Services of LIC of India, Srinagar Division.

8. These two Sealed Cover Envelopes (Envelop -1, containing Technical Bid, Tender Fee & EMD and all documents mentioned at S. No 5, and Envelop- 2, containing Financial Bid, are to be placed in a bigger sealed cover super scribed as "Tender for ARC with Travel Agencies for Air Ticketing Services". The sealed cover containing the Tender Papers is to be addressed to:

Tender Receiving Officer, Life Insurance Corporation of India, D. O. Cell, Jeevan Jyoti Building, 18-A, Rail Head Complex, Jammu-180012.

9. The duly filled in tenders along with all relevant enclosures should be submitted by the Bidders either by Regd. Post / Speed Post / Courier or in person at the address given below:

Tender Receiving Officer,
Life Insurance Corporation of India,
D. O. Cell, Jeevan Jyoti Building, 18-A, Rail Head Complex, Jammu-180012.

- 10. The <u>Service Charges</u> quoted shall be written in FIGURES & WORDS without any correction. The bidders are instructed not to round off the rates. Rates to be quoted should be strictly as per the Performa of Financial Bid enclosed in the Tender document. If two or more bidders quote same/Nil Service charges, then all such vendors will be empanelled with LIC of India, Srinagar Division and services will be hired on equal proportionate basis.
- 11. Tenderers should note that their tenders should remain open for consideration for a minimum period of six (6) months from the date of opening of Technical Bids.
- LIC reserves the right to reject incomplete bids and bids lacking in details and without signatures or without relevant enclosures.
- 13. Tenders received late OR tenders not in properly sealed cover OR tenders received telegraphically & conditionally OR not conforming to the prescribed conditions OR not complete in all respects will be rejected.
- 14. The last date for submission of tenders is as stipulated in the 'Salient features of the Tender'. If any of the dates mentioned in the 'Salient features of the Tender' happens to be a holiday, the transaction will be made on the next working day.





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- 15. The tenders will be opened by the "Tender Opening Committee" on the day as mentioned in the 'Salient features of the Tender' in the presence of bidders or their authorized representatives if they are willing to attend at their own cost.
- 16. Please note that only Technically Qualified vendors will be eligible for opening of Financial Bids. The Financial Bids will be opened on a later date which will be communicated to the qualified vendors separately.
- 17. The Senior Divisional Manager, LIC of India, Srinagar Division reserves the right to make any modification/s in the tender before the last date of submission of tenders. The modification/s, if any, will be published on our website www.licindia.in/Bottom-Links/Tenders and will form part of the tender.
- 18. The Senior Divisional Manager, LIC of India, Srinagar Division reserves the right to reject, accept any bid and to annul the bidding process and reject all bids at any time prior to 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 her/his actions and decisions. The Senior Divisional Manager, LIC, Srinagar also reserves the right to accept any bid in part or to split the contract between two or more bidders. The Senior Divisional Manager, LIC of India, Srinagar does not bind himself to accept the lowest tender.
- 19. The LIC reserves the right for inclusion / exclusion for terms and conditions of the contract as per the requirements.

Sr. Divisional Manager





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### Eligibility criteria for furnishing of TECHNICAL BID

- The travel Agency/Firm should have experience of at least 5 years in the relevant field in providing such services to any Government Office/ Public Sector Banks/PSUs/MNCs.
- 2. The Agency/Firm should have registered IATA number.
- The Agency/Firm should possess valid PAN Card issued by Income Tax Department.
- 4. The Agency/Firm should possess valid G.S.T Registration number.
- Applicants registered as MSME/NSIC (MICRO and SMALL only) as on date of floating of tender, are exempted from depositing Tender fee and EMD provided they attach selfattested copy of the relevant certificate from the concerned Department of Govt. of India to this effect with technical bid.
- 6. Agencies/Firms which are Black listed/removed by any Govt. office/PSU or any office of the Corporation are not eligible to apply for participation. If applied their applications will not be considered for technical evaluation. Self-declaration dated after the publication of the tender is to be enclosed.

Sr. Divisional Manager





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### SCOPE OF WORK RELATED TO AIT/TRAIN TICKETING SERVICES

The Scope of the work related to Air Ticketing Services to be provided by the empanelled agency is as under:

- 1. Booking of Domestic/International air tickets for all airlines on credit basis without any advance payment.
- 2. Ensuring receipts of proper statements from airlines on discounts gained on deal codes secured by LIC and ensuring proper utilization thereof.
- 3. Providing tickets procured from air lines showing full itinerary details with bifurcated cost charges.
- Providing monthly reconciliation statements to every office showing out-standing payments (if any).
- 5. Assisting LIC in securing deal codes with other Airlines.





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#### **GENERAL TERMS & CONDITIONS RELATED TO AIR TICKETING SERVICES**

- The travel agency will have to provide prescribed travel related services in time. If the Agency
  fails to provide tickets and other services within scheduled time, the Agency will be solely
  responsible for the same and no payment will be made for it.
- The travel agency shall be obliged to suggest cost-effective ticketing plan only under refundable basis. All tickets should be mailed to <u>os.srinagar@licindia.com</u> in addition to the applicant employee.
- 3. The travel agency will book tickets by quoting GST number and E-mail ID of LIC of India for receiving input tax credit by the Corporation.
- Any loss to Life Insurance Corporation, which is directly attributable to the Agency /Firm, shall be deducted from the bills.
- The travel agency will have to submit fortnightly statement of bills raised showing the amount of expenses on ticket booking.
- 6. The travel agency will ensure confirmation & itinerary information at <u>os.srinagar@licindia.com</u> besides the email ID of the concerned employee and will update about the booking status and any further itinerary information via SMS (short messaging service), from time to time on the mobile number given by the employee at the time of booking.
- 7. The travel agency shall not assign the contract or any part thereof to any other Agency/party. The Travel Agency/Firm also shall not sub-let the work or part thereof except with the prior written consent of LIC and such consent, even if provided, shall not relieve the Travel Agent from any liability or any obligation under the contract.
- 8. The offer shall be valid for a period of six months from the date of opening the technical bid.
- The Agency will ensure availability of dedicated staff 24\*7 (including holidays) for booking/cancellation of Air Tickets.
- 10. The travel agency will be responsible for compliance with all Central and state/UT laws as per rules/regulations and orders of the local authorities and statutory bodies as may be in force from time to time during the contract period.
- Applicable taxes will be deducted at source at the time settlement of bills unless the firm produces a certificate to the contrary from the Income Tax Authorities.
- The contract will be initially valid for a period of TWO years and extendable for one more year entirely at the discretion of LIC, subject to satisfactory performance of the Agency.





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13. If the registration certificate of IATA is withdrawn or cancelled during the contract period, then

the contract of the Agency will be automatically cancelled.

- 14. The travel agency must be able to map the deal/corporate codes of LIC with all the Airlines in order to get the tickets booked in Corporate Fares of LIC.
- 15. The travel agency should have Computer Reservation Ticketing facility of all the Airlines.
- 16. In case of partnership firms only, a copy of the partnership agreement or general power of attorney duly attested by a Notary Public must be submitted along with the application. The attested copy of the certificate of registration of Agency/Firm and name of the authorized partner to interact with the officials of LIC of India should also be attached.
- 17. The agency/firm should have had minimum average annual turnover of Rs. 5 Lakhs during the three financial years i.e. 2020-21, 2021-22, and 2022-23. A copy of turn over statement duly certified by the Chartered Accountant should be submitted.
- 18. Self- attested copies of Income Tax Return for three (03) financial years i.e. 2020-21, 2021-22, 2022-23 are to be submitted along with technical bid.
- 19. The agency/firm should have their own Bank Account. The self-attested detail of the Bank account should be submitted along with the NEFT mandate form attached with the tender.
- 20. Self-attested copy of PAN card of the firm shall be provided with the application.
- 21. The agency/firm should be registered with Goods and Service Tax Departments. Certified copy of the registration shall be given with the application.
- 22. All the pages/documents of the tender should bear signature of the tenderer as a token of having read the entire tender terms and conditions.
- 23. Vendors are requested to submit Pre-Contract Integrity Pact enclosed with the tender document.
- 24. All the entries by the tenderer should be legibly written. Any overwriting, corrections & cuttings should be avoided. Any tender received with overwriting, corrections & cuttings, whether attested or not will not be considered for evaluation and will be rejected.
- 25. LIC reserves the right to cancel the agreement by giving one month notice in writing without assigning any reason whatsoever.
- 26. LIC of India reserves the right to call for clarification/additional requirements or otherwise from the applicant at the time of analysis of the tenders received in response to this notice.
- 27. LIC of India does not bind itself to accept the lowest or any other tender and reserves the right to reject all or any Bid or cancel the tender without assigning any reason whatsoever.





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- 28. The tenders received after the last date and time of submission as mentioned above shall be returned and shall not be considered.
- 29. Since the contract shall be initially valid for a period of TWO years the validity of offer of the successful bidder(s) shall be at least 02 (TWO) year from the date of finalization of the order and the successful bidder(s) will be bound to provide service at agreed rates and Terms & Conditions during this period. This validity period may be further extended by one more year based on satisfactory performance and mutual consent and with approval of the Competent Authority.
- 30. Any agency/firm submitting the tender shall be deemed to have read and understood the terms and conditions, scope of the work, etc. and quote accordingly.
- 31. MSME certificate holders have to submit self-attested requisite document for verification.
- 32. Any conditional offer / tender shall not be considered for evaluation.
- 33. Any modification in the tender after opening date shall not be considered.
- 34. The Firm / Agency should read and understand all the terms and conditions of the Tender before applying as the submission of the tender shall be deemed to signify the acceptance of the terms and conditions of this tender and Annexure forming a part and parcel of it.
- 35. Law of the land /Act etc. should be followed while carrying out jobs arising out of the tender.
- 36. Any dispute arising out of or related to this tender shall be deemed to have arisen in Jammu city and shall be under adjudication by any Hon'ble Court in Jammu city only.

#### Payment Procedure:

The travel agency will have to provide ticketing services to all office of LIC of India under Srinagar Division on credit for a minimum period of 15 days from the date of issuance of tickets. Payment will be made to the travel agency through NEFT mode only. Excess payment, if any made shall be returned to LIC without any delay and within seven days from the date of demand from LIC or else it will be deducted from next due payment. GST will be paid as applicable.

### **TERMINATION CLAUSE:**

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

- (a) If the agency / company is adjudicated insolvent by a Competent Court of Law or files for insolvency or if the hirer being a company is ordered to be wound up by a Court of Competent Jurisdiction.
- (b) If the Agency / Company commit any breach of the terms of this agreement / tender document.





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- (c) If any charge sheet is filed by a Competent Authority of the Government against the Agency / Company, or the Agency / Company is convicted by a criminal court on grounds of moral turpitude.
- (d) The Agency / Company is involved in wrongful billing. In addition hereto wrongful billing shall also result in the Agency / Company being debarred from participating in any other tender of LIC.
- (e) The engagement is not in the interest of the LIC or the LIC no more requires any such service

### PENALTY CLAUSE:

- a. The travel agency is required to book the ticket immediately on receipt of communication from the concerned LIC of India travel desk representative. Such booking shall in no case, be later than 6 hours of receipt request or 2-3 hours before scheduled departure of flight in case of priority / urgent /same day booking whichever is earlier. In the event of failure to do so, the Travel Agent will be liable to pay a sum of Rs 500/- per incident.
- b. Travel agency must book the ticket strictly at the most economical fare available for the indicated time slot as per the Deal Code of various airlines with LIC of India unless otherwise specified in the booking request given by the concerned LIC of India travel desk representative. Failing to do shall lead to penalty of Rs500/- per incident in addition to difference between the lowest cost and actual cost of the ticket booked.
- c. In case, cancellation of the ticket is not made by the travel agency even after written communication by the concerned LIC of India travel desk representative requesting such cancellation, no payment shall be made to empanelled travel agency for that particular ticket.

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

In terms of provisions of Section 33(3) of The Insurance Laws (Amendment) Act, 2015, the Insurance Regulatory and Development Authority of India (IRDAI), is authorized to verify such books of account, register, other documents and the data base in the custody of the agency in respect of service outsourced by the LIC of India. It shall be the duty of the agency to provide such documents/statements/information as may be required by IRDAI within such time as may be specified by IRDAI. In terms of provisions of Section 33(4) of The Insurance Laws (Amendment) Act, 2015, the Insurance Regulatory and Development Authority of India (IRDAI), if it considers expedient to do so, may direct any person hereinafter referred to as "Investigating Officer", to make an investigation as specified under Sec.33(1) or carry out an inspection as specified under Section 33(2) of The Insurance Laws (Amendment) Act, 2015, who may examine on oath any Manager, Managing Director or Other Officer of the agency or contractor where the services are outsourced by LIC of India.







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### ANNEXURE-A TECHNICAL BID

S.NO.	Title	Description
1	Tender	Tender for ARC with Travel Agencies for Air Ticketing Services for LIC of India, Srinagar Division
2	Date of Establishment/Incorporation of the Agency/Firm	
3	Correspondence address, Telephone No. & mobile no./E-mail id	
4	Status of the Company/Firm : Proprietary/Partnership/ limited company/ Public Limited Company	
5	Detail of the Partners/Directors if any	
6	Name of Chief Executive with his Present addresses and Telephone Nos.	
7	Whether holding certificate under shops & establishment act or Certificate of Incorporation ?(Duly Renewed copy should be enclosed)	
	Whether registered with IATA, (attach copy of Registration Certificate)	
10-	Whether Online Booking facility available?	
11	Whether willing to depute one dedicated Executive to look after bookings of LIC?	
	Income Tax returns: Vendors to submit self-attested copies the Income Tax returns for three (3) Financial years 2020-21, 2021-22, 2022-23) to be attached)	
	Annual Turnover: CA certified copies of the Turnover for the FY 2020-21, 2021-22, 2022-23 to be attached.	





Tender for ARC with Travel Agencies for Air Ticketing Services for LIC of India, Srinagar Division Whether Black listed by any Govt. deptt. /Public 15 sector company/any office of the Corporation. Whether having Goods and Service Tax Registration 16 no. (attach self-attested copy) Are you agreeable to abide strictly by the terms and Conditions of the tender? 17 If your firm is empanelled with any office of LIC of India or any other PSU (Central) Please give name and Address. Has the Owner/Owners/Partners/Firm ever been involved in any criminal act as decided by any Hon'ble Court of Law anywhere in India (If yes, please give details). Mention any other specialties of your 20 Establishment. 21 Websites details of the Agency/Firm Amount **Details of Tender Fees** 22 Demand Draft No: Date:

Certified that the above particulars submitted are correct and no information whatsoever regarding the above has been concealed.

Signature(s) of the Owner/Owners/Partners

(Name):

Address:

Mobile:

Email Id:





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### ANNEXURE-B FINANCIAL BID

S. No	Nature of Work	Service Charges (Per Ticket basis)
		(Exclusive of GST)
1	Booking of all Domestic / International air Tickets with LIC Deal Code / Tour Code of respective Air Lines, Issue & Delivery.	

#### Note:

- 1. Before Quoting rates please go through the terms & conditions given in the Tender.
- 2. Rate for Service Charges should be quoted on Per Ticket basis

Signature and Stamp of the Firm (Address, Phone No, Mobile No., e-Mail)





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### PRE CONTRACT INTEGRITY PACT

General:
This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on
, 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 Mumbal
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
.(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:-





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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.





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- 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





Tender for ARC with Travel Agencies for Air Ticketing Services for LIC of India, Srinagar Division 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.

- 3.10The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12If 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.
- 3.13The 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.





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- (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:

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

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

Shri Arun Chandra Verma, IPS (Retd)

Flat No.C-1204, C Tower, Amarpali

Platinum Complex, Sector-119 Noida (U.P), E-mail id: acverma1@gmail.com





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2. Shri Rajni Kant Mishra, IPS (Retd) Ex Director General in BSF P-23, Sector-11 Noida

Distt: Gautam Buddh Nagar (Uttar Pradesh), PIN - 201301

email address: rkm592002@yahoo.co.in & rkmishra84@gmail.com

Mobile No: 97173-28500

- **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.





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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.

11.	The parties	hereby sign	this Integrity	Pact at	on
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### Tender for ARC with Travel Agencies for Air Ticketing Services for LIC of India, Srinagar Division

BUYER	BIDDER	Name of the Officer:
CEO:	Designation	
Deptt./		
Witness		
1		1
2		3

(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.)





**AFFIDAVIT** 

Life Insurance Corporation of India
OS Deptt. DO Cell, Jeevan Jyoti Building
18-A, Rail Head Complex, Jammu (Srinagar Division)
Phone: 0191-2471347; E-mail-os.srinagar@licindia.com

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### ANNEXURE -'C'

I/We being	Indian	Citizens	residing	at	
Denig	inulan	Citizens	restating	do	hereby
solemnly a	ffirm and state as	under:-			,
Services in respect of to laws as men l/We against all shall be at compensation	various offices of he same, I/we bein ntioned in the Term e further state the claims, which man liberty and is he on costs, charges	Life Insurance Corp ng one of the Bidders is & Conditions of the at I/ we shall inder y be made upon Li ereby empowered t	nnify Life Insurance of fe Insurance Corpora o deduct the amour g or occurring of any	agar Division strictly follow Corporation ation of Indi at of any d	of Indiaia and it
the basis of compliance	the statement ma of any provisions of minate the contra	ade by me / us in the shall be sufficient r	of India has consider is affidavit. I / We fur eason for Life Insura ecourse to other legal	rther state thance Corpor	hat <del>non-</del> ation of



Solemnly affirmed at \_\_\_\_\_\_this \_\_\_\_\_Day of \_\_\_\_\_ 2024 before me.



Tender for ARC with Travel Agencies for Air Ticketing Services for LIC of India, Srinagar Division

### LETTER OF AUTHORIZATION FOR ATTENDING BID OPENING

The Manager (OS) Life Insurance Corporation of India-Divisional Office-Srinagar

Divisional Office-Srinagar	
Sub: Authorization for attending bid open	ning onHrs
Insurance Corporation of India, Srinagar Services, on behalf of:	to attend the bid opening of Tender floated by Life r Division, for ARC with Travel Agencies for Air Ticketing (Bidder detail)
Name of the Person	Specimen Signature





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### ANNEXURE -'D'

### APPLICATION FOR PAYMENT THROUGH NEFT FROM AGENCY

Name of the Agency (As per Bank A/c)	:
PAN NO.	:
(Compulsory) Address of Agency	:
Phone / Mobile no. (FOR SMS Alert)	:
Email ID	:
Agency's Bank name	:
Bank Branch Name	:
Address of the bank	:
Agency Bank Account N (Full Digit 11-16)	lo. :
Type of A/c (Tick)	: Saving A/c
Bank IFSC Code No.	:
( 11 DIGIT IFSC CODE )	
	ve details with my banker and confirm that they are correct. Please transf as per details stated above.
Authorized Signato	
	on and Seal of the Firm / Company)
Mobile/Email Id: Date:	

Kindly enclose cancelled cheque leaf for verification of details.

