



भारतीय जीवन बीमा निगम
LIFE INSURANCE CORPORATION OF INDIA

LIC of India:Divisional Office;Machilipatnam-521001

Tender No. 53/2023-2024

Tender for supply of Computer Consumables under
ARC to LIC of India,Divisional Office - **Machilipatnam**

Date of Issue of Tender: 07-03-2024

Pre bid meeting : 12-03-2024

Last Date to Submit the sealed tenders: 21-03-2024

Opening of Technical Bid: 22-03-2024 at 11.00 a.m.



Tender for supply of Computer Consumables under ARC to LIC of India Divisional Office Machilipatnam Division

The total number of pages of the Tender Document is 25(from cover page to Pre Contract Integrity Pact)

Each page of the Tender Document must be signed and stamped by the Authorized Signatory of the Bidder before submission. Relevant papers with page no as per check list must be attached.

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LIC of India:Divisional Office;Machilipatnam-521001

Tender No. 53/2023-24

Invitation of Tender for supply of Computer Consumables under ARC

Life Insurance Corporation of India, Divisional Office, Machilipatnam intends to invite tenders for **Supply of Computer Consumables under Two-Bid System** in sealed envelopes from reputed Manufacturers/or their dealers/vendors having sound financial capacity and proven track record of at least 3 years in the field with an annual turnover of Rs.50 lacs and above to Government/PSU/Reputed organizations.

The tenderers meeting the criteria specified in the tender shall only be considered for further evaluation.

Tender format containing Terms & Conditions for Supply of Computer Consumables can be downloaded from our website www.licindia.in/tenders or can be obtained from our Divisional Office, Machilipatnam. In either case a non-refundable tender fee of Rs 250/- + Rs 45/- GST @ 18% i.e total Rs 295/- (Two Hundred Ninety five only) has to be paid. If the forms are downloaded from our website Demand Draft on any Nationalized / Scheduled Bank drawn in favour of Life Insurance Corporation of India payable at Machilipatnam is to be enclosed with the technical bid. If the forms are obtained from our office, the said tender fee has to be paid in cash or Demand Draft at the cash counter and the Miscellaneous receipt is to be enclosed with the technical bid. Last date for submission of filled in tenders to our office will be on **21-03-2024 before 05.30 p.m.**

The Sr. Divisional Manager, Divisional Office, LIC of India, Machilipatnam, reserves the right to reject/issue the tender to any vendor at his sole discretion without assigning any reason whatsoever.

Dt. 07-03-2024


Sr. Divisional Manager


Sr. Divisional Manager
M (Genl)

TENDER SCHEDULE

Name of Service	Tender for supply of computer consumables under ARC
Tender Document	Tender Forms can be obtained from Divisional Office Machilipatnam (Between 10.00 am to 4.00 pm on all working days from 07.03.2024 to 21.03.2024, on payment of non refundable tender fee of Rs. 250/- + GST @ 18 % Rs 45 / -Total Rs. 295 / - (Total Rupees Two hundred and ninety Five only) in cash or by Demand Draft on any Nationalized/Schedule Bank in favour of "Life Insurance Corporation of India" payable at Machilipatnam at the cash counter at Divisional Office, Machilipatnam. The Miscellaneous Receipt issued by our Cash Counter is to be enclosed with Technical Bid. In case, Tender form down loaded from our website 'www.licindia.in/tenders', the Demand Draft/Bankers Cheque on any Nationalized/Schedule Bank in favour of "Life Insurance Corporation of India" for Rs 295/- payable at Machilipatnam is to be enclosed with the Technical Bid.
Earnest Money Deposit	Rs.50000/- payable towards EMD along with tender application. The applicants who are having MSME registration are exempted from payment of EMD. EMD will not carry any interest and will be adjusted towards the security deposit payable by the successful bidder. EMD of a tender will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect till the finalization of the technical bid. EMD will be refunded immediately to unsuccessful bidders only after financial bid is decided.
Security deposit	Security deposit in the nature of performance guarantee shall be payable by the successful tenderer @ 10% of the contracted value which bears no interest till the refund is done to supplier. Security deposit should be remitted by the successful bidder/vendor before we issue the work/purchase order and it will not carry any interest. Security deposit remitted by successful bidder will be refunded only after full stock of all spells received and <u>the security deposit of a tender will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect after the due of the tender, within the period of validity of the tender. Further, if the successful tenderer fails to furnish the required performance security with the specified period, their EMD will also be forfeited and they will be black listed by us.</u>
Dates of Sale of Tender Document	From 07.03.2024 to 21-03-2024
Pre bidding meeting	12-03-2024 at 11.00 am
Last date of Submission Tender	21-03-2024 by 05.30 pm



LIC of India: Divisional Office; Machilipatnam-521001

Date and time of Opening of Technical Bid	22.03.2024 at 11:00 am
Date & time of opening the Financial Bid	Shall be intimated later on only to the qualifier of the technical bid.
Period of supply and quantity	The quantity specified is only tentative and is to be supplied in phased manner during the period of 1 year, from the date of the tender. There may be variation in the quantity on either side depending on the actual requirement and the vendor should be in a position to supply the same.
Validity of Bid	60 (Sixty) days from the date of opening of Technical Bid.

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Senior Divisional Manager

[Handwritten Signature]
H. K. S. S. S.

Signature of the Officer with S. I. D.

INSTRUCTIONS TO BIDDERS for supply of Computer Consumables under ARC

The tender forms will be issued **from 07-03-2024 to 21-03-2024** between 10.00 am to 4.00 pm on all working days, on payment of Rs. 250/- + GST 18% i.e. Rs 45/- (Total Rs.295/- Rupees Two hundred and ninety five only) in cash or by Demand Draft drawn on any nationalized or schedule bank in favour of Life Insurance Corporation of India payable at Machilipatnam at the cash counter of Divisional Office, Machilipatnam. The Miscellaneous Receipt issued by our Cash Counter for the payment of tender fee is to be enclosed with the Technical Bid. For the tender forms downloaded from website 'www.licindia.in/tenders', Demand Draft/Bankers Cheque for Rs 250/- +GST @18% i.e. Rs 45/- (Total Rs 295/- non refundable) payable at Machilipatnam to be enclosed along with Technical Bid towards the cost of tender application.

The offers are to be submitted in two Bid system i.e. Technical Bid and Financial Bid. Both Bids must be submitted at the same time giving full particulars in the prescribed formats but in separate sealed covers. Three envelopes duly sealed should be used for submission of Tender as under:

Envelope no – 1 should contain

Technical Bid (as per Annexure A) submitted with all related documents along with remittance of EMD (DD/Banker's cheque) for Rs.50000/-.

(a) Tender Fee of Rs 250/- + GST 18% Rs 45/- (Total Rs 295/- non Refundable) by Demand Draft/ Banker's Cheque favouring Life Insurance Corporation of India payable at Machilipatnam if not paid at our cash counter at Machilipatnam Divisional Office or miscellaneous receipt for payment of Rs 295/- issued by LIC of India Machilipatnam Divisional Office in payment of tender fee+ GST.

(b) Other documents like Instructions to Bidders, Terms and Conditions, Eligibility Condition, Annexure – B ,C & E duly signed and sealed on all pages. This envelope should be sealed properly and superscribed as **“Technical Bid- Tender for Providing computer consumables.”**

Envelope no – 2 should contain

1. Financial Bid: Annexure D duly filled and signed.
2. This envelope should be sealed properly and superscribed as **“Financial Bid- for computer consumables”**.

Envelope no 3:

Both the above envelopes (Envelope 1 & 2) are to be placed in Envelope no 3 super scribed as **“TenderNo. 53/ 2023-24 – “Tender for Providing computer consumables under ARC”**

The duly filled in and completed tender should be submitted to

**The Chairman, Stores Committee,
LIC Of India
Divisional Office
"Jeevan Prakash"Kennedy Road
Machilipatnam (AP) 521001**

The Technical Bid will be opened on **22-03-2024 at 11.00 AM** in the presence of Bidders or their authorized representatives who may like to remain present. All Bidders are advised to remain present (self or representative) in their own interest. The authorized representative must bring an authority letter from the bidder. Only properly sealed tenders will be opened. **Unsealed or improperly sealed tenders are liable to be rejected. Conditional bids will also be summarily rejected.**

After scrutiny of the technical bids, in order to satisfy itself about the nature and quality of services rendered by the tenderer, LIC of India may depute its Officer (s) or authorized representative to visit the Establishments mentioned by the bidder. Besides, LIC of India may also arrange for verification of any document/ testimonial submitted by bidder in support & compliance of technical criteria as laid down in the tender document. It will be mandatory for the bidder to extend full cooperation to LIC of India so that necessary verification is completed without any delay. **In case the bidder fails to cooperate or where after verification it is revealed that bidder does not meet with the criteria as laid down in the Tender Document, then his / her bid would be considered as non- responsive/unqualified bids and the same will not be processed further and his / her EMD will be forfeited.**

The financial bids of only those bidders, whose Technical Bid offer are found suitable to the Corporation, will be opened at a later date. The date of opening of financial bids will be intimated to those bidders only.

Non submission of Documents referred in Technical Bid / Non disclosure of relevant information or furnishing of incorrect information, documents may suffer disqualification.

All the pages of the tender form are to be signed by the bidder. In case of joint ownership, all owners have to sign on all the pages of the bids (Technical and Financial bids). Incomplete bids and bids lacking in details and without signatures may liable to be rejected.

Bidder should note that their tenders will remain open for consideration for a minimum period of 60 days from the date of opening of Technical bid

The financial bids will be opened only if at least two Technical Bids are found suitable. In any case single Financial Bid shall not be opened.

There will be a pre bidding meeting on **12.03.2024- at 11.AM**, in Divisional Office, Machilipatnam
It may be noted that no negotiations will be carried out, and therefore most competitive rates should be offered.

The Service Provider must be in the profession for at least 3 years.

Tenders received late, not in properly sealed cover, received telegraphically & by mail, conditional, or not conforming with the prescribed conditions or not complete in all respects will be rejected.

If any of dates mentioned above happens to be a holiday, the transaction will be made on the next working day.

Issue of tender documents does not mean that the Firm/Agency is considered qualified . The Tender inviting Authority reserves the right to accept any tender or to reject any or all tenders at his sole discretion without assigning reasons thereof. The tender inviting authority does not bind to accept the lowest tender.

The tender inviting authority has also a right to alter/change to decrease or cancel the purchase quantity for any of the items mentioned in tender order to any vendor at any time according to our need.

The competent authority has a right to award the tender for any specific item/s or total items mentioned in tender order out of 14 items to any vendor on their own discretion depend upon the lower rates quoted.

For any query, bidders may contact our office on 08672-223502 during office hours or mail to us on os.machilipatnam@licindia.com .

Eligibility Criteria & Requirements

- 1.The applicant must be a Registered / Authorised Organization / Partnership firm / Sole proprietorship.
- 2.The Bidder should be preferably an ISO certified company registered under Companies Act, 1956
Preferably with valid ISO 9001:2008 or 14001:2004
- 3.The company / vendor should have experience in supply of such similar goods to PSU/Govt. Clients / reputed companies.
- 4.The applicant must have a proven track record of minimum 3 years with reputed clients in the field.
- 5.The applicant must have sound financial capacity / credit worthiness acceptable to LIC of India.
- 6.The applicant must have annual turnover of Rs.50 lacs and above during the last three financial years and experience of having executed orders to any one PSU/Govt./Quasi-Govt./Reputed organisation.
 - a. The applicant must produce relevant documentary evidence along with the tender application form.
 - b. Non disclosure of relevant information or furnishing of incorrect information / documents will suffer disqualification.
- 7.The applicant must not have been at any time declared as insolvent or convicted for any offence.
- 8.The applicant must not have been prosecuted or suffered any penalty for violation of any labor laws by any Authority.
- 9.The applicant should not have rescinded/abandoned any contract awarded by any of his clients before the expiry of prescribed period of contract.
- 10.The applicant should not be a party to any cartel at any time for processing any contract including the present Tender.
- 11.LIC of India is not responsible in any manner for the postal delay / loss / non receipt of the tender.
- 12.The validity of the tender shall be for a period of 1 year from the date of acceptance.
- 13.The rates shall be quoted without GST;

14. GST should be quoted separately in % (percentage);
15. Transportation charges, Loading & Unloading charges should be borne by the tenderer;
16. The tender should be submitted so as to reach LIC, DO, Machilipatnam on or before the date and time specified in this tender letter.
17. Corrections, if any, in the quotation should be duly authenticated with full signature & seal.
In case of any difference between the figures and the wordings, the wordings will be taken as the correct one.
18. The quotation should be either typewritten or neatly and legibly hand written in dot-pen.
19. Technical Bid & Financial Bid should be placed in separate individual sealed covers and these two individual covers should be placed in a big sealed cover. Quoting of price openly or submission of financial bid along with technical bid without putting in a separate sealed cover will result in disqualification of the tender.
20. Any tender not complying with eligibility criteria and requirements either wholly or partially shall be liable for rejection.
21. The quantity specified is only tentative and is to be supplied in phased manner during the period of 1 year, from the date of the tender. There may be variation in the quantity on either side depending on the actual requirement and the vendor should be in a position to supply the same.
22. If the successful tenderer fails, in course of the period, to comply with the terms and conditions of the Agreement, the security deposit shall be forfeited in full or in part as decided by the Competent Authority (CA) i.e. Sr. Divisional Manager, LIC, DO, Machilipatnam.
23. The Competent Authority reserves the right to change the relevant dates; to accept or reject all or any of the applications; to accept any higher bid; or cancel all tenders without assigning any reasons whatsoever.

- 24.**The applicant should not have been black listed / debarred by LIC or any PSU or any Government Departments.
- 25.**Any dispute arising out of or relating to this tender shall be deemed to have arisen in Machilipatnam and shall be subject to adjudication of a competent court in Machilipatnam.
- 26.**The applicant must furnish an appropriate declaration in respect of the terms and conditions mentioned herein along with the application form, by signing on all papers with appropriate seal;

Agreed & Confirmed

Signature of contractor with seal and date & Mobile No.

General Terms and Conditions

1. The tender in the Prescribed Format, as specified, (Hard Copy) only should be dropped in the tender box as per Rules on or before the stipulated date and time. No corrections are to be made in the terms quoted.
2. The sealed Tender in the prescribed format, received within the date & time as specified, by what so manner (by Personal Approach or by courier or by Registered Post or by any other manner not specified here) shall only be considered.
3. The quantity given is only tentative and it may vary on either side depending on our requirement. The items have to be supplied in a phased manner.
4. Payment will be made only after supply and acceptance of the items at our site along with invoice/bill. Statutory deductions as applicable will be deducted from the gross bill amount. No advance payment shall be made for purchasing items.
5. Material should be supplied in original packing of the manufacturer along with necessary warranty/guarantee certificate for a minimum period of 1 year from the date of supply to be submitted along with supply. Defective material or not meeting the specifications should be replaced at free of cost by the tenderer at our site.
6. The items should be delivered within 30 days from the date of order. Corporation shall deduct from the ordered amount towards liquidated damages, a sum equivalent to 0.1% of the ordered amount for each day of delay over and above the stipulated period.
7. If, after supply, it is discovered that the items supplied do not conform to the specifications, such items may be rejected and the supplier has to supply the item exactly according to specifications at their own cost. In the event non compliance with this condition, the Corporation shall be at liberty to take such action as may be necessary by it, including the recovery of cost for such items in replenishing it with supplies from other sources. Stocks rejected after receipt will have to taken back by supplier at their own risk and cost.

Agreed & Confirmed

Signature of contractor
With firm seal and date & Mobile No.

Annexure-A to Tender No.53/2023-24

(All fields are mandatory - mention correct answers to all points)

 (TO BE SUBMITTED IN ENVELOPE – I)

TECHNICAL BID

Sl.No.	Information Sought	Information Provided
1	Name of the Firm (in Block Letters)	
2	Date of Establishment / Incorporation	
3	Status : Proprietary / Partnership / Private Limited Company / Public Limited Company	
4	Registration No. of the Firm: (Sole Proprietorship Partnership/Authorised Organisation/ Firms Regd under Companies Act 1956)(Please enclose photo copy of the certificate)	
5	PAN No. (Please enclose attested photocopy)	
6	GS T. No. (Please enclose attested photocopy of certificate)	
7	Turnover for last 3 years	FY 2022-23
		FY 2021-22
		FY 2020-21
8	State the latest Income Tax Assessed year and the amount of Tax Assessed (copies of last 3 years IT Returns, Balance Sheets & Revenue A/c to be enclosed)	AY 2023-24
		AY 2022-23
		AY 2021-22
9	Details if registered with any other Government Authority (ies)	
10	Details of empanelment with any office of LIC of India and/or PSUs/any other Corporate Offices/customers. (Please enclose list giving full details and name and telephone no. of person/s who may be contacted for confirmation)	

11	Details of your Past Supply and Presently undertaken to supply in the field (enclose the certificates from the relevant institutions)	
12	Are you original manufacturer / dealer? If Dealer, please affix the authorization form of Manufacturer on their letter head.	
13	Mention any other specialties of your establishment	
14	Mention valid ISO 9001:2008 or 14001:2004 certificates (if any)	
15	Correspondence address & Telephone No.	
16	Address of Head Office (if separate) & Telephone No.	
17	Name(s) of the proprietor/ Partners / Directors	
18	Name of the Chief Executive with his present address, Mobile / Telephone No.	
19	Name(s) of Representative(s) with Designation who would be calling on us and attending to our jobs	
20	Address/es of their offices in AP / Telangana States (if any)	
21	Name(s) of contact persons in their offices in AP / Telangana States (if any)	

NOTE: Please type out this form or fill it up legibly in ink. If space provided is insufficient, please attach separate sheet/s of paper by giving appropriate question numbers and answers thereto duly authenticating the same with signature and seal.

I / We _____ request Life Insurance Corporation of India, Divisional Office, Machilipatnam to consider our bid. I / We agree to abide by all the "ELIGIBILITY CRITERIA AND OTHER TERMS AND CONDITIONS" prescribed in your formats and assure to render the services to the fullest satisfaction of the Corporation.

Dated at _____ this _____ day of _____, 2024.

Signature of the applicant with address seal & mobile no.

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Signature of the Bidder with Seal

NOTE: The Corporation reserves the right to accept or cancel any of the Vendors tender at their absolute discretion without assigning any reason.

Applications received with incomplete information or alterations will not be considered.

Note: Documentary evidence wherever applicable should be enclosed.

(Copies of the credentials & Certificates issued by any other institution may be enclosed)

Documents to be enclosed along with Technical Bid in Annexure "A" :

1) Self attested photo copies of the following documents:

1. Certificate of Registration under Companies Act, 1956 if the bidder is a company.
2. Certificate of registration under GST
3. Audited financial statements (Profit and Loss and Balance Sheet) for the last three financial years.
4. Income tax assessment order /returns for the last three financial years.
5. Certificate of Income Tax PAN Number.
6. Copies of any VAT/CST/Professional Tax Registration Certificates etc.
7. Copies of any valid Authorised Dealership certificates.
8. Experience of sale transactions with any PSU/Govt. organisations etc.
9. Previous year experience if any with any of our LIC divisions in India (proofs)

Please enclose the attachments as per above order.

Annexure-B to Tender No. 53 /2023-24

(To be kept in Envelope-I)

**TO BE SUBMITTED ON COMPANY'S LETTER HEAD
DULY SIGNED BY THE AUTHORISED SIGNATORY OF COMPANY.****MANUFACTURER'S DEALERSHIP FORM**

Date: _____

The Sr. Divisional Manager,
LIC of India,
Divisional Office,
MACHILIPATNAM.

Dear Sir,

Re: Supply of Computer Consumables

We, M/s _____ who are established and reputed manufacturers of
_____ having factories / depot at _____
and _____ do hereby authorize M/s. _____
(Name and address of the bidder) to offer their quotation and conclude the contract with you against the
above invitation for the Bid, as one of our Authorised Dealers.

We, hereby, extend our full guarantee and comprehensive warranty as per terms and conditions of
the RFP for our products offered against this invitation for Bid by the above firm.

Dated at _____ this _____ day of _____, 2024.

Authorized Signatory signature

Name & Mobile No.

Designation:

Name & Address of the applicant:

with Seal of the firm.

Tender No. 53 /2023-24

Annexure -C

(To be kept in Envelope-I)

(to be submitted on Rs.100/- worth stamp paper and duly notarised)

To
The Sr. Divisional Manager,
LIC of India,
Divisional Office,
MACHILIPATNAM

Dear Sir,

Re: Supply of Computer Consumables

UNDERTAKING

We hereby confirm that we have not been black-listed by LIC or any PSU or BFSI Organisation / Government or Semi-Government or Quasi Government Departments in India as on date of submission of bid in response to the above tender for supply of Computer Consumables.

Dated at _____ this _____ day of _____, 2024.

Signature of the applicant with firm seal & Mobile No.

Tender No. 53 /2023-24—Supply of computer consumables under ARC
**Annexure –D
(To be kept in Envelope-II)**
**FINANCIAL /PRICE BID
SCHEDULE OF ITEMS**

Sl. No.	OEM	H/W Description	Consumable	Part Code	Tent. Qty.	Prince per Unit (Rs.)	GST %	Total with GST (Rs.)
1	Canon	IBP6018BL	Toner Cartridge	C-C 925	15			
2	TVSE	TVSE-355	Ribbons	2017100069	8000			
3	Printronic	P71000N	Spool Type	179499-001	80			
4	Printronic	7010C	Cartridge	256976-104	110			
5	HP	P1108	Toner Cartridge	CC388AC	12			
6	LIPI	LIPI6312	Tally 6312 Ribbon	86043	12			
7	LIPI	Lipi6805	Tally 6805 Ribbon	256112-104(High Yield)	65			
8	PRINTRONIX	TALLEY GENICOM 6800/6600	CARTRIDGE RIBBONS	255661-104	75			
9	EPSON	Epson-LQ-1310/1150/1150 II-COMPATABLE	Ribbon Cartridge	S015643	5000			
10	SAMSUNG	Mono Laser printer	Laser printer	SMG-ML2161-3C1	65			
11	RICOH	Mono B/W	Inkjet/Laser-NOT MFP	RCH-SP212NW-3N1	25			
12	HP Laser 108W	110A	Toner Cartridge	W1112A	320			

13	EPSON M200MFP	Epson Black	Inkjet	Epson M200- 3D2	20			
14	EPSON M1170	Epson Black	Inkjet	Epson M1170- 3N1	100			

Note:

1. Rate should be inclusive of all including basic price, transportation, packing, installation charges, loading and unloading charges, excluding GST.
2. Price quoted should be valid for 1 year from the date of acceptance of the tender and items to be supplied in a phased manner and in no case, it will not exceed 1 year from the date of acceptance of the tender.
3. The quantity given above is only tentative and it may be more or less as per our requirement.
4. Itemwise evaluation of financial bid for each item will be the basis for ascertaining L1.
5. The Competent Authority is not bound by the rule of L1 and may accept any tender other than L1 at his sole discretion.

Date :

Signature of the applicant with firm seal & Mobile No. _

Tender No. 53 /2023-24—Supply of computer consumables under ARC
PRE CONTRACT INTEGRITY PACT

Tender No. 53 /2023-24—Supply of computer consumables under ARC
PRE CONTRACT INTEGRITY PACT

Annexure E

General: (to be submitted with technical bid on stamp paper of Rs.100 duly signed & witnessed)

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/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

1.1The 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, organisation 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 Indian 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.

 **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) Usually 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. But due to Government guidelines the EMD/Securitydeposit Is not being collected. In lieu of the bid security, bidder has to submit "Bid security Declaration" accepting that if he withdraws or modify his bids during the period of validity etc., he will be suspended for a period of three years.

(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 the pact in consultation with Central Vigilance commission. Name, address, email of the Monitor(s)

Shri Rajni Kant Mishra, IPS (Retd)
Ex Director General in BSF
B-1801, Amrapalli Sapphire
Sector - 45, NOIDA
(Uttar Pradesh), PIN - 201303
email address : rkm592002@yahoo.co.in & rkmishra84@gmail.com
Mobile No : 97173-28500

6.2 The task of 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/Sub contra(S) with confidentiality.

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 a 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:

The validity of this Integrity Pact shall be from date of its signing and extend upto 12 months after the last payment under the contract. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

10.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

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

BIDDER

Witness

1..... 1.....
 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.)