

NOTICE FOR TENDER (ARC) FOR SUPPLY OF COMPUTER CONSUMABLE ITEMS FROM 01.06.2024 TO 31.05.2025

Sl.No.	Activity	Details
1	Tender Date	NO. 53 29.04.2024
2	EMD (Refundable)	Rs.12,000.00 (Twelve thousand only) by way of Demand Draft on any scheduled Bank, payable at Nashik in favor of Life Insurance Corporation of India.
3	Tender Fee(Non refundable)	Rs.118.00 (One Hundred Eighteen only) (including GST @18%) by way of Cash/ Demand Draft payable at Nashik favoring Life Insurance Corporation of India.
4	Address for submission of bid (to be put in Tender BOX)	The Manager (OS), Stationary Department, Ground floor, Life Insurance Corporation of India, Divisional Office, Jeevan Prakash, Gadkari Chowk, Nashik-422002.
5	Papers to be Submitted	<p>Bidders to put the following documents in a sealed cover envelope super scribed as Technical Bid (MARKED AS ENVELOPE NO.1)</p> <ul style="list-style-type: none"> (i) Photocopies of the documents mentioned in Tender document. (ii) Form of Technical Bid- Annexure A. (iii) Undertaking- Annexure –B (Duly notarized on stamp paper of Rs. 100/-) (iv) Details of Clients- Annexure- C (v) Manufacturer’s Authorization Form - Annexure D (vi) Acceptance of Terms and Conditions of the Tender, duly stamped & Signed. (vii) Eligibility Criteria & other Conditions- Annexure E (viii) Tender fee (IX) Integrity Pact Annexure-F (X) Cancelled Cheque for Bank Details (xi) If registered under NSIC or MSME, please attach latest valid copy. (xii) If register under MSEs owned by SC/ST Entrepreneurs, please mention. <p>Bidders to put the following document in sealed cover envelope super scribed as Financial Bid (MARKED AS ENVELOPE NO.2)</p> <ul style="list-style-type: none"> (i) Financial Bid –Annexure G (On Letterhead of your Firm only)
6	Submission of Bids (Date and Time)	Bidders fulfilling the Eligibility Criteria of the Tender for Computer Consumable Items should put together 2 separate sealed covers envelopes super scribed as Technical Bid (Envelope no.1) & Financial Bid (Envelope no.2) in a large sealed cover envelope super scribed as “Tender No.53/2024-25 (ARC) for Computer Consumable Items” and to be submitted by 5.00 pm on 21.05.2024
7	Technical bid opening (Date/Venue)	The sealed covers having Technical Bids (Envelope no.1) will be opened by the Tender Opening Committee on 22.05.2024 at 11.00 am in the presence of bidders or one of their representatives who wishes to attend. Venue address as mentioned above at Sr.No.4.
8	Financial Bid	The Financial Bid on letterhead only (Envelop no.2) will be opened on a later date which will be intimated separately to technically qualified bidders only.
9	Contact Details	Telephone No.0253-2316992/2570829 Email Id- os.nashik@licindia.com
10.	Official Website (URL)	The Tender Document can be downloaded from our website http://www.licindia.in go to Tenders and click on the Link Tender (ARC) for Supply of Computer Consumable items ,2024-25, Nashik Division.

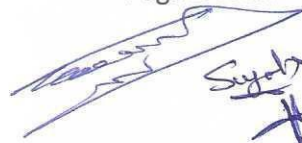
In case there is any change in the schedule or any corrections, the same will be displayed on our website.

LIC of India reserves the right to accept or reject any or all offers/quotations in full /part without assigning any reason whatsoever.



Terms and conditions of the Tender

1. The tender in the prescribed format (Hard Copy) should be dropped in the tender box located at Stationary Department, Ground floor, LIC of India, Divisional Office Nashik on or before the last date specified. No corrections are to be made in the terms quoted.
2. The firm should be authorized dealer for supply of Computer Consumable Items of that company for which rates are being quoted like EPSON, RICOH, TALLY, HP, SAMSUNG, etc. The firm/company is required to submit original MANUFACTURER'S AUTHORIZATION FORM (MAF) on Company (OEM)'s letter head duly signed by the Authorized Signatory of Company as per Annexure –E for supply of Computer Consumable Items.
3. The rates to be quoted in Annexure-G shall be on F.O.R. basis, i.e. inclusive of Transportation expenses etc but excluding GST. The supplier has to ensure the delivery of material in good condition, duly packed at corporation store.
4. The rates shall be valid for one year from acceptance of the tender.
5. The corporation reserves the right to accept or reject any quotation in full or part. This does not necessarily mean that the lowest quotation will be accepted.
6. After engaging the services of the firms, 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 firms 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.
7. Mere submission of the application for tender does not confer the right of Selection.
8. The selection of tender would be without any liabilities from our side.
9. Life insurance Corporation of India reserves its right to reject, accept or cancel the process of tender selection 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.
10. Any dispute arising out of or relating to this tender shall be deemed to have arisen in Nashik and be subject to adjudication of competent Court in Nashik only.
11. Any tender not complying wholly with these terms and conditions shall be liable for rejection.
12. The quality, quantity and punctuality in rendering services are the essence of the contract and the vendor undertakes to abide by them at all times.
13. In the event of any loss/damage being caused to LIC on account of the negligence of the vendor or its employees, the vendor shall make good the loss sustained by LIC either by replacement of the material/equipment or payment of compensation.
14. The vendor shall not appoint any sub-vendor to carry out any obligations under the contract.
15. The vendor shall give the services during the period of contract as per the LIC requirements.
16. 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 the blacklist the vendor 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 the cost of the vendor and the vendor shall have no right to make any representation in this regard.



17. 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, LIC of India, Divisional Office, Nashik** the provisions of the Arbitration and Conciliation Act, 1996 shall apply to the arbitration.
18. 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.
19. 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 LIC.
20. It is clearly understood by the supplier that the persons employed by the supplier and not of The LIC . The supplier shall be liable to make payments to its said employees.
21. 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, the agreement shall forthwith stand terminated and the vendor shall be liable to the LIC for losses or damages on account of such breach.
22. This agreement may be terminated forthwith if either party becomes insolvent, ceases its operations, dissolves, files for 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.
23. Any obligations under this agreement either expressly or by their nature are to continue after termination or expiration of this agreement shall survive and remain in effect.
24. The contract shall be for a period of one year & may be extended by one year with mutual consent of both the parties.
25. Tax at source will be deducted from the payment as per the Income Tax Rules applicable for time to time.
26. **The successful Tendered will have to deposit 10% of the accepted contracted value (amount for 12 months period) as security deposit if the contractual value exceeds Rs. 10 lacs and will retain with Life Insurance Corporation of India till the completion of the contract period. EMD amount of the successful Tenderer can be converted into security deposit, if so desired so by the tenderer. The security deposit should be deposited within seven days of awarding of the contract in the form of DD/Bank Guarantee. The security deposit will be refunded without any interest after completion of contract period. If MSME CERTIFICATE available there is no need of EMD.**
27. **No Advance payment shall be made for purchasing items.**
28. Work order may be placed in parts depending upon the requirements during the year. The materials will be delivered at Stationary/ STORE depts., Divisional Office, Nashik-422002. Or any other place that may be specified by the corporation if so needed within the stipulated period as decided at the time of placing order. **Penalty will be imposed @ 0.1% of billing amount per day on total amount of bill for the delay in delivery of goods for order placed.**
29. If any, material supplied falls below the contractual specifications with regard to the quantity and quality, penalty clause (which will be decided by the competent authority on the merit of each case) would be invoked which is part and parcel of the condition of the tender.
30. In case of any deviation from the specification in supply of Computer Consumable Items, the order shall be liable for rejection at the sole discretion of competent authority.



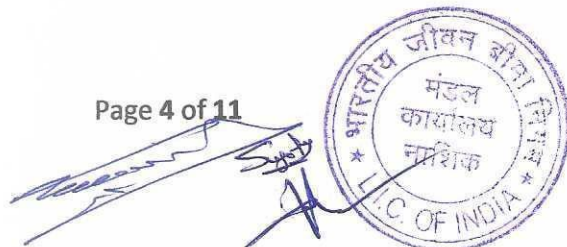
31. If it is found that any one or other item is not supplied as per brand and specification, whole consignment will be liable to be rejected will be returned after full replacement is received and consumed. The stock already utilized from the rejected consignment will not be returned.
32. If defects of any kind or deviation from specification etc are detected and reported to supplier then suitable replacement is to be made or defect to be removed by supplier free of charges unless additional job is assigned which was not expected of him at the time of placing the orders. The quantity of orders may be increased or decreased at corporation's discretion.
33. If variation in specification of Computer Consumable Items is observed on receipt of consignment, the entire lot may be rejected **besides imposition of penalty as stated in above Para's at the discretion of competent authority.**
34. **This shall be running contract with an option to increase or decrease the quantity of articles within range of $\pm 25\%$. However we reserve the right not to give complete order as specified in the tender.**
35. **No extra Terms Conditions of the vendor will be accepted. If any vendor gives his own Terms & Conditions his tender will be rejected without informing him.**
36. Tender notice is also available at our official website: www.licindia.in. overwriting/white-inking of any word/figure in the quotation unless duly authenticated by the tenderer is liable to be rejected at the discretion of LIC.

I/ We agree with all terms and conditions of the tender.

Signature.....

Seal of Firm/Company

Place Date



Eligibility Criteria & other Conditions

1. The Firm/Supplier should be having the experience of supplying of Computer Consumables as mentioned in Annexure- B for at least 3 years (copy of proof must be enclosed)
2. The Firm/Supplier should be on the approved panel of at least 3 reputed Firms.
3. **The Firm/Supplier should have registration with state and local authorities for undertaking the profession (copies of proof to be enclosed).**
4. Minimum annual turnover of the company should be Rs.25 lacs and above during last three years and experience of having executed an order of one PSU/Govt./Reputed Pvt. Firm/Company worth Rs. 2 Lacs and above for any of the last three years.
5. The company should have a valid PAN Card No. issued by Income tax Department.
6. Certificate of satisfactory completion of work/supply issued by concerned department/authority/reputed firm must be attached as proof.
7. The vendors/suppliers who have been black listed/removed earlier by any office of LIC need not apply.
8. **The successful Tenderer will have to deposit 10% of the accepted contracted value (amount for 12 months period) as security deposit if the contractual value exceeds Rs.10 lacs and will retain with LIFE INSURANCE CORPORATION OF INDIA till the completion of the contract period. EMD amount of the successful Tenderer can be converted into security deposit, if so desired by the tenderer. The security deposit should be deposited within seven days of awarding of the contract in the form of DD/Bank Guarantee. The security deposit will be refunded without any interest after completion of contract period.**
9. If the tenderer is register under MSMEs/NSIC they have to clearly mention and submit a copy of supporting valid documents. In absence of any such document, tenderer shall be considered as not registered under MSMEs/NSIC.
10. **The firm should be authorized dealer for supply of Computer Consumable Items of that company for which rates are being quoted like EPSON, RICOH, TALLY,LIPI,CANON HP, SAMSUNG, etc. the firm/company is required to submit original MANUFACTURER'S AUTHORIZATION FORM (MAF) on Company (OEM)'s letter head duly signed by the Authorized Signatory of Company as per Annexure –D for supply of Computer Consumable Items.**
11. **The firm should be GST compliant.**

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. We agree with all terms and conditions of the tender.

Signature

Seal of Firm/Company

Name & Designation

Place Date



ANNEXURE-A

Application Form- Technical Bid/2024-25		
S.No.	Information Sought	Information Provided
1	Name of the Firm (in Block letters)	
2	Date of Establishment/Incorporation	
3	Registration No. for registration under Companies Act,1956 (Please attach photocopy of Certificate)	
4	Correspondence address and telephone no. with E-mail ID.	
5	Address of Head Office (if separate) and telephone no.	
6	Status Proprietary/ Partnership/ Private Ltd. Company/ Public Ltd. Company	
7	Name of the Partners/ Directors	
8	Name of Chief Executive with his present address and telephone Nos.	
9	Name of Representative(s) with Designation who would be calling on us and attending to our jobs and his Contact Number.	
10	Name of Bankers with address & telephone nos., IFS code & A/c no.	
11	PAN No. of the Firm (Please enclose photocopy)	
12	Details if registered with any other Govt. Authority for undertaking the profession.	
13	State the latest Income Tax assessed year and amount of tax assessed (copies of last 03 years IT Return, Balance Sheets & Revenue A/C to be enclosed.	
14	Turnover for the last three financial years	2022-23 2021-22 2020-21
15	Details of stationery/ Computer Consumable items supplied to any office of LIC of India and/or prestigious PSU's. (Please fill Annexure-C)	




भारतीय जीवन बीमा निगम
 मंडल कार्यालय
 नाशिक
 L.I.C. OF INDIA

16	Whether the firm is GST compliant. Please mention the GST Registration No. (Please enclose photocopy of Certificate)	
17	Mention any other specialties of your Establishment	

(Note: Please type this form or fill it legible ink. If space provided is insufficient, please type or write the replies on a separate sheet giving appropriate question number duly authenticating the same with seal and signature and attach it to the form)

I/We..... request, Life Insurance Corporation of India, Divisional Office Nashik to consider our bid. We agree to abide by all the ELIGIBILITY CRITERIA AND OTHER TERMS AND CONDITIONS AND DUTIES of Supplier of Computer Consumable Items and assure to render the services to the fullest satisfaction of the Corporation.

We further give our consent and undertake that our firm is competent and capable of supplying of Computer Consumable Items to LIC of India, Divisional Office, Gadkari Chowk, Nashik-422002.

Dated atthis.....day of.....2024

Signature with seal of Firm/Company

Name:

Designation:

Note: The Corporation reserves the right to accept or cancel tender/ Bids of any of the Agencies at their absolute discretion without assigning any reason thereof. Applications received with incomplete information or alteration not authenticated with proper seal and signature will not be considered.

(This undertaking duly notarized has to be executed on a stamp paper of Rs-100/-)

Annexure-B

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

Dear Sir,

Re: UNDERTAKING for Supply of Computer Consumable Items.

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

Dated at.....this.....day of2024

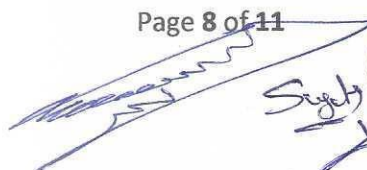

Signature of the Vendor with seal

Name/ Designation

Mobile No.

Email ID:

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Annexure-C

Details of the Existing Clients (top 3 clients/customers)
(Separate page must be submitted for each client)

Name of the Company/Organization	
Quantum of Order	
Date on which the PO supply is completed.	
Address of the Company	
Name of the Contact Person	
Designation	
Landline No.	
Mobile No.	
E-mail ID	
Details of materials supplied in last 2 years to the above mentioned company (Ref.no./Date of work order etc. with photocopies of the same)	

Signature of Tenderer/ Authorised Person
Name /Designation:
Date
Seal of Firm/Supplier.



Annexure-D

(To be submitted on Company (OEM)'s letter head duly signed by the Authorized Signatory of Firm/Company)

MANUFACTURER'S AUTHORISATION FORM (MAF)

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

Dear Sir,

Re: Tender for Supply of Computer Consumable Items to LIC of India, NASHIK.

We, M/S _____ who are established and reputed
Manufacturers of _____ having factories/ Depot as
_____ and _____ do
herby authorize M/S. _____

(Name and address of bidder) to offer their quotation and conclude the contract with you against the above invitation for the Bid, as one of our Authorized Dealers.

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

Dated at _____ this _____ day of _____ 2024

Authorized Signatory

Signature:

Name:

Designation:

Email.ID:

Mobile No.

Name and Address of the Company:

Seal of the Company

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FINANCIAL BID

Quotation for Tender(ARC) No.53/2024-25 for Computer Consumable Items for 2023-24. Rates will be valid for 01 year (from 01.06.2023 to 31.05.2024)

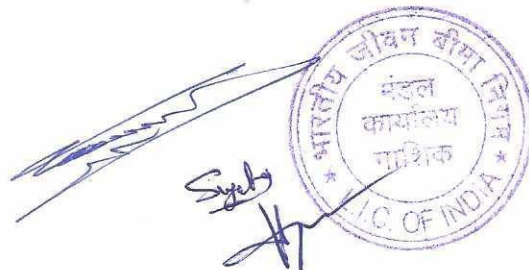
We invite your quotations for the following items, in a sealed envelope addressed to Manager (OS), LIC of India, Divisional Office, Jeevan Prakash, Gadkari Chowk, Nashik-422002 in such way that same may reach us on or before **18.04.2022 up to 1.00 PM**

Item No.	Item Description	Part code	Approx. Quantity	Rate per item inclusive of all excluding GST
1	RIBBONS for TVSE OMP MSP 355 (Original) with Ink Bank	2017100061	1500	
2	RIBBONS for EPSON LQ 1310 DMP (Original)	C135015643	3000	
3	RIBBONS for Printronix P7C-1000N Line Printer	259890-404	100	
4	RIBBONS for imported 90 million character for Printronix Line Printer P-7000(SPOOL)-original	179499-001	150	
5	RIBBONS for LIPI Line Printers Model 6805/650806 (Original)	256111-104	100	
6	PRINTER HEADs for TVSE MSP 355 Printers-24 pins; with screw fitting.	20230020084	10	
7	PRINTER HEADs for EPSON LQ 1310 DMP-24Pins	1622946	20	
8	CARTRIDGE BLACK for HP Office Jet PRO 8026 All in one printer (915XL)	3YM22AA	200	
9	CARTRIDGE (set of four CMYK) for HP Office Jet PRO 8026 All in one printer (915XL)	HP915XLAPK	3	
10	TONER CARTRIDGE for SAMSUNG 2161/ MLT-D101S	MLT-D101S	15	
11	TONER CARTRIDGE for RICOH SP 200 Series Printer Model SP 212 NW	SP200H	150	
12	D-LINK CAT 6 CABLES		1500 Mtrs.	
13	EPSON Black Ink Bottle -005	03Q1	250 nos	
14	EPSON Black Ink Bottle -774	C13T774198	100 nos	

NOTE- Net Rate is inclusive of Transportation Charges and other expenses but exclusive of GST. L1 will be decided on the basis of Net Rate i.e. excluding GST.

We accept the above specifications & assure to supply the same.

Signature of Vendor with official Seal



PRE CONTRACT INTEGRITY PACT
(TO be signed & submitted)

ANNEXURE "F"

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 permitted assigns) of the First part. And M/srepresented by Shri..... .(Hereinafter called the "BIDDER /SELLER/SERVICE PROVIDER" which expression shall mean and include, unless the context otherwise requires, his successors in permitted assigns) of the Second part.

WHEREAS the BUYER proposes to procure **COMPUTER CONSUMABLE ITEMS** (Name of Stores/ Equipment/Item/Service) and the BIDDER/Seller/Service Provider is willing to offer, and has offered the stores/services and

WHEREAS the BIDDER/Seller/Service Provider is a private company/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 distortionary impact of corruption on public procurement, and

Enabling BIDDERS/Sellers/Service Providers to abstain from bribing or indulging in corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:-

1. Commitments of the BUYER

- 1.1** The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the
- 1.2** contract, will demand, take a promise for or accept, directly or through intermediaries, any
- 1.3** 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 or implementation process related to the contract.
- 1.4** 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 over comparison to other BIDDERS.
- 1.5** 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, fee, 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 indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit other advantage, commission, fees, brokerage or inducement to any official of the BUYER otherwise in procuring the Contract or forbearing to do or having done any act in relation the obtaining or execution of the contract of any other contract with the government showing or forbearing to show favour or disfavor to any person in relation to the contract 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 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 action to restrict competitiveness or to introduce cartelization 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 the purposes of competition or personal gain, pass on to others, any information provided by the

- 3.10** 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.
- 3.11** The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.12** The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.13** If the Bidder or any of the key personnel of the bidder, actively involved in the project is 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.
- 3.14** The BIDDER shall not lend to or borrow any money from or enter into any monetary dealing or transactions, directly or indirectly, with any employee or the BUYER.
- 3.15** 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 transgression through a violation of any of the clauses of the commitments of bidder, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Sanctions for Violations:

- 5.1** Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (v) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/recession and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vi) To debar the BIDDER from participating in the future bidding processes of LIC for a minimum period of five years which may be further extended at the discretion of the BUYER.
- (vii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (viii) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

5.2 The BUYER will be entitled to take all or any of the actions mentioned at para 5.1(i) to (viii) of this pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3 The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of 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 Rajni Kant Mishra, IPS (Retd,) Ex Director General in BSF, P-23, Sector -11, Noida District, Gautam Buddh Nagar, UP – 201301, email address - rkmishraips84@gmail.com

6.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

- 6.3** The Monitors shall not be subject to instructions by the representatives of the parties to 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 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 grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman LIC and recuses himself / herself from that case.
- 6.7** The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 6.8** The Monitor will submit a written report to the **Chairperson, LIC** within 8 to 10 weeks from the date of reference or intimation to him by the BUYER /BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.
- 6.9** If the Monitor has reported to the Chairman, LIC, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman LIC has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

7. Facilitation of Investigation:

In case of any allegation of violation of any provisions of this pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books and Accounts of the BIDDER. The BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination/inspection.

8. Law and Place of Jurisdiction:

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

9. Other Legal Actions:

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extent law in force relating to any civil or criminal proceedings.

If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

Changes and supplements as well as termination notices need to be made in writing.

10. Validity:

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

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

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

BUYER

Name of the Officer:
 Designation **Manager (OS/DM)**
 Deptt./ **OS Department**

BIDDER

CEO:
 Name-
 Address-

Witness

1.....
 2.....

1.....
 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.)

