

LIMITED TENDER FOR AMC OF WATER COOLER.		
S. NO.	ACTIVITY	DETAILS
1	Tender no. & Date	TENDER NO. 01 (2023-24) Dtd. 13.04.2023
2	EMD & Security Deposit	EMD Rupees Four Thousand only . (2 % of Contract Value- 2 lac) and Security Deposit 10% of contract value Rs.. 20000.00
3	Tender Fee	Rs 118/- (One hundred eighteen only) non-refundable by way of Cash/Demand Draft payable at JAIPUR, favouring Life Insurance Corporation of India. Tender Forms may be obtained from the address as mentioned in column no -4 hereunder, from 13/04/2023 to 28/04/2023 on all working days from 10AM to 5:30 PM
4	Address for submission of Bid	OS Department, Life Insurance Corporation of India, JAIPUR Divisional Office, Jeevan Prakash, Ambdekar Circle, Bhawani Singh Marg, JAIPUR-302005
5	Papers to be submitted	Bidders to put the following documents in a sealed envelope superscribed as " TENDER FOR AMC OF WATER COOLER " (i)-Photocopies of the supporting documents as mentioned in tender Document, (ii)-Undertaking -Annexure A (iii)Details of Client-ANNEXURE B (iv) Term and conditions Annexure -C (v)- Terms & Conditions of Tende- ANNEXURE-D (vi) GST particulars, Copy of Pan, Earnest money deposit and Tender fee (vii)-If registered under NSIC or MSME, please attach latest valid copy (viii) Annexure- E for quantity and rate.
6	Submission of Bid Date & Time	Tenderer should put together sealed Envelopes superscribed as " LIMITED TENDER FOR AMC OF WATER COOLER " and sent it on or before 28/04 /2023 up to 17.30.
7	Opening Date&Time	The Bids will be opened By the Tender opening committee on 01/05/2023 at 11.30 AM. The concerned Firm/Co. may send one representative to witness the process at the address mentioned above.
8	Contact Details	Ph no 0141-2745829,2745832,2745828 email id: os.jaipur@licindia.com
9	Official Website(URL)	This tender document can be downloaded from our website www.licindia.in, go to "Tenders" and click link " LIMITED TENDER FOR AMC OF WATER COOLER."
In case of any change in the schedule whatsoever, the same will be displayed on our website as above.		



 Sr. Divisional Manager

Office Servicing Deptt, DO-I, Jeevan Prakash, Bhavani Singh Road, Jaipur-302005.

 वरिष्ठ मण्डल प्रबन्धक
 भारतीय जीवन बीमा निगम
 मण्डल कार्यालय-प्रथम
 जयपुर

		ANNEXURE -A
S NO	INFORMATION REQUIRED	INFORMATION PROVIDED
1	Name of the Firm(In block letters)	
2	Registration no. If any enclose photocopy of certificate)	
3	Correspondance Address and telephone no and e mail id	
4	Address of Head office , if separate, Telephone no e mail id	
5	Status of firm, Proprietary/Partnership/Private Ltd. Company/Public Ltd. Company	
6	Name of the Partners/Directors	
7	Name of the Key person with his present address with contact numbers.	
8	Name of the Representatives with designation & contact numbers, who would be attending our jobs.	
9	Details of the Demand Draft payable at Jaipur to be enclosed in the form downloaded from website	
10	Name of the Bankers with address & telephone no, IFSC Code& A/C no(submit cancelled cheque)	
11	PAN No. of the Firm (Please enclose photocopy)	
12	GST No. of the Firm(Please enclose Photocopy	
13	Details of the other registration with any other Govt. authority	
14	Copies of Last 3 years IT Returns.	
15	Turnover for last 3 Fin.Years (Self attested copies to be enclosed)	
16	Details of the AMC/ New Purchase of WATER COOLER to any other office of LIC of INDIA/Prestigious PSUs (Please fill annexure-B)	
17	Is the Firm/ Company is registered for Micro and Small enterprises(MSE)with Director of Industries/District Industries Centre as Manufacturing/Service Entreprises or registered with National Small IndustriesCorporation (NSIC) under single point Vendor registration scheme.If yes submit latest and valid certificate	



18	Have your Firm ever been blacklisted by LIC of India or PSU/BFSI/GOVT./Semi GOVT.deaprtment s in India as on date of submission of Bid	
<p>(Note- Please fill in the form in legible handwriting or get it typed.If space provided herein is insufficient please use separate sheet duly signed and sealed by the authosrised person for each of the question. Forms received as Incompl or with alteration witous due authentication is liable to be rejected without assigning any reason)</p>		
<p>I/Werequest ,Life Insurance Corporation Of India, Divisional office, Jaipur-1 to consider our bid.We agree to abide by all the elegibility and other terms and conditions and duties of supplier and assu to render the services to the fullest satisfaction of the Corporation. I/We further undertake that our Firm / Company i competent and capable of serving the <u>AMC OF WATER COOLER</u> as per spcifications provided to us by LIC of INDIA, Di Off Jaipur-1 ,within stipulated time as desired by them. I/We have no objection if inspection of my/our premises/workshop,shop etc is done by the officials of CORPORATION in this behalf. We also understand that CORPORATION reserves the right to accept ,cancel, alter, add, cancel partially or fully any terms and conditions of the tender. We have gone through the entire tender document carefully and have put our signatute and seal after undstanding it completely.</p> <p>Place :</p> <p>Date :</p> <p style="text-align: right;">Siganture with seal of Firm/ Company</p>		

GST PARTICULARS-	
Name of the company/ organisation	
Address (as per registration with GST)	
CITY	
Postal Code	
Region/State(complete state Name)	
PAN No.	
GST NO.	
GSTIN ID NO.	
Type of Business (as per registration with GST)	
Contact Person	
Phone No.	
Mobile no.	
Email id	
Service Accounting Code/HSN Code	

**SIGNATURE AND SEAL OF AUTHORISED
PERSON OF THE FIRM/ CO.**

UNDERTAKING

Ref: OS/TENDER/ LIMITED TENDER FOR AMC OF WATER- COOLER.

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

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

Dated at _____ this _____ day of _____ 2023

Authorized Signatory Signature

NAME:

DESIGNATION:

Name and Address and SEAL OF THE FIRM / COMPANY:

(THIS UNDER TAKING IS TO BE SUBMITTED ON THE LETTER HEAD OF THE FIRM/ CO.)

To,

Date:

**Sr. Divisional Manager,"
L.I.C. of India, DO-I, Jaipur
Bhawani Singh Road,
Jaipur.**

Dear Sir,

**SUB: : LIMITED TENDER FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT OF
WATER COOLERS INSTALLED IN OFFICES UNDER DIVISION OFFICE- I & GUEST HOUSES AT
JAIPUR. (TENDER NO.01-2023-24)**

Having examined in details, the tender documents relating to the above works and having visited and inspected the site of the proposed works and having acquired the requisite information relating thereto as affecting the tender invited by you on behalf of the Life Insurance Corporation of India, I/We, the undersigned hereby offer to execute and maintain the proposed works on percentage rate basis in strict accordance with the contract conditions and specifications as per the tender for the above work.

I/We, undertake to complete the whole of works within the stipulated time as specified in conditions of contract from the date of issue of an intimation from you that the tender has been accepted and upon receiving possession of the site, I/We, shall be under the obligation to pay the sum as stated in the Conditions of contract for the period the works shall remain incomplete, for damages as compensations subject to the conditions of contract relating to an extension of time.

I/We, hereby agree to deposit the sum stated as E.M.D., which shall be forfeited by the LIFE INSURANCE CORPORATION OF INDIA in the event of my/our tender being accepted and we fail to execute contract when called upon to do so.

Yours faithfully,

**(SIGNATURE OF THE CONTRACTOR
WITH DATE & SEAL)**

GENERAL TERMS AND CONDITIONS OF CONTRACT

Annexure- C

S. No.	Description	Remark
1	Date of Submission of tenders	Up to 17:30 Hrs on 28.04.2023
2	Date of opening of tenders	At 11:30 Hrs on 01.05.2023
3	Earnest Money Deposit	Rupces Four Thousand only . (2 % of Contract Value- 2 lac)
	Security Deposit	10% of Contract Value 200000. i.e. Rs. 20,000.00
4	Validity of the Tender	The tenders shall be valid for consideration for a period of three months from the last date of receipt of tender.
5	Period of Contract	Two Year from the date of commencement and may be extended by mutual acceptance for further period of one year. The rates shall remain fixed during the entire period of the contract.
6	Recovery of water & electricity charges	0.5% of the gross value of work done : if resources used by vendor.
7	Contract labour Act	The contractor shall pay his employees as per the Contract Labour Act and observe hours of working & conditions of employment according to prevailing rules under Contract Labour Act. Further it shall be contractor's responsibility to ensure the regular payment to their workmen.
8	Workmen's Compensation Act	The contractor shall indemnify the LIC from all claims for injury caused to any person whether a workmen or not and the LIC shall not be bound to defect & claim for under the Workmen's Compensation Act.
9	Insurance policies	Insurance against Third Party Risk amounting to Rs 2.00 lacs and Workmen's Compensation for required number of labours with adequate amount shall be taken and shall remain enforce for the period of contract. The insurance policies shall be taken from any approved scheduled General Insurance Company and shall be in the joint name of the employer and the contractor.
10	Payment terms.	Quarterly payment shall be made on the basis of the actual work done. The bill shall be submitted in duplicate along with the original copies of the service report duly signed & Stamped by the Office concern.
11	GST.	The tender rates are exclusive of GST and same will be paid separately along with Bill payment as per applicable rate of GST at the time of bill
12	Miscellaneous	1) The quantities mentioned in the tender are approximate and may vary on plus and minus side to any extend.

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		<p>2) The existing AMC contract of water coolers units as per Annexure-A is is expiring on 11.05.2023 and will be taken up under this AMC contract immediately from 12.05.2023.</p> <p>3) The contractor has to take over the machines under comprehensive AMC contract, as on where on basis and of any make</p> <p>4) In case the lowest vendor whose tender has been accepted fails to carry out the work or give the unsatisfactory performance and is not in position to attend the AMC timely the LIC shall be at liberty to depute any other agency to attend the same AMC at the risks and costs of the lowest vendor without wasting any time in communication process. Any extra expenses incurred will be recovered from any payment due to the contractor.</p>
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CONTRACTOR

MANAGER(OS)

Annexure- D**TERMS AND CONDITIONS FOR COMPREHENSIVE A.M.C. OF WATER COOLER:**

1. Initially the contract Period shall be for Two years and it can be extended further for one year or period approved by competent authority on satisfactory services by mutual understanding.
2. The water coolers are installed at various Branches, Divisional Office-1, Guest Houses in Jaipur & outside locations as per List enclosed.
3. The contractor shall Provide service & maintain the water coolers in good running condition for the complete contract period.
4. The contractor shall quarterly visit for routine service of water coolers and submit the service report duly certified by our Authorized Officer. One copy to be handed over to B.O. / D.O Concerned. The service includes cleaning of the filter, condenser, fan, evaporator, condensing coils, oiling the Motor, gas charging, checking cooling efficiency etc.
5. The contractor shall attend the break down maintenance of water cooler when called upon by the corporation during the normal working hours on all working days. The complaint shall be attended within 72 hours of the intimation, failing which the same shall be repaired at the risk and cost of the contractor and that shall be recovered from the AMC charges or any other dues payable to contractor.
6. Repairing /replacement of parts there of as also overhauling of unit, if required, are inclusive in AMC charge. No extra payment will be made on any account.
7. The contractor shall provide a stand by service unit, free of charge; during repair/overhauling of unit, if water cooler is not repaired within 72 Hours.
8. The contractor shall supply all spare and material which are needed for water cooler as a result of wear and tear during the AMC period, which are inclusive in AMC charges.
9. The contractor shall attend the urgent break down calls during normal working hours on holidays and Sunday except on national Holidays.
10. Water taps and sanitary work will not be covered by this contract, The Corporation shall pay extra charges for the same, if required.
11. Although the contract is for a period of 24 months, the Corporation has the right to terminate the contract by giving one month notice.
12. The contractor has to hand over the water coolers in working condition to Branch office/Divisional office, LIC of India on Completion of contract and submit the certificate along with final bill.

13. The competent authority may extend the AMC period for further one year after or period approved by competent authority found satisfactory services during AMC period.
14. The units shall be serviced once in three months.
15. In case any defect cropped up, it shall be attended within 72 hrs. of getting information over telephone as and when is required. If defect requires machine to be shut down for more than three days or to be taken to work shop factory, a stand by machine has to be provided.
16. Payment will be made on quarterly basis after getting proper acknowledgment from the respective Office/ Department / user that maintenance is done satisfactorily.
17. Vendor has to give proper authorization of Engineer/ Supervisor responsible for maintenance of units and maintain proper record of services rendered.
18. In case service is not done/defects not attended within requisite time period, necessary recovery (as per solo discretion of the competent authority of L.I.C. of India) from contract money will be made as deemed fit.
19. In case of service of any unit in any quarter not provided by the contractor, a sum of Rs.500/- per unit per quarter will be recovered from the any amount payable to the contractor.
20. Water cooler units are to be kept operative all the time in and all components including compressor to be checked properly.
21. Any component major or minor if found defective during the AMC period shall be replaced with new component of same make or equivalent make without any extra charges.
22. All controls, relays and charging system should be tested and replaced in case of mal functioning.
23. Entire Machine shall be cleaned and dust accumulated shall be removed.
24. Rates quoted should be inclusive of all Taxes and no extra on any account should be paid. GST will be paid extra as per Government norms.
25. Payment will be made on Quarterly basis on submission of bill along with Office Seal with Officer's name on completion of block. Consolidated payment will be made at Divisional Office through NEFT/RTGS only.
26. If contractor fails to do satisfactory CAMC services the LIC will have liberty to get the work done at the risk and cost of agency and if required the contract of AMC may be cancelled

Agreed and confirmed

Manager(OS)

**(SIGNATURE OF THE CONTRACTOR
WITH DATE & SEAL)**

SCHEDULE OF QUANTITY & RATE

Place of Work: - DIVISION OFFICE -1, JAIPUR, L. I. C. OF INDIA.

Annexure-E

S. No.	Description of Item	Qty.	Annual/ Rate per unit(Rs.) without GST	Unit	Amount (Rs.)
1	2	3	4	5	6
1-	Providing comprehensive annual maintenance services for water coolers with labour and material complete for all make model as per the following capacity all as per the terms & conditions enclosed	0			
(A)	40/80 ltr capacity	20	2795.00	Each	55900.00
(B)	60/120 ltr capacity	10	3802.00	Each	38020.00
(C)	150/150 ltr capacity	08	4095.00	Each	32760.00
	Total				126680.00

Note:

1. The quantities given in the schedule of Quantity is tentative and may increase or decrease from time to time.
2. The units which are in the defects liability period during the time of the tendering process or Acceptance of the tender, will come under the CAMC and LIC will inform in writing to the L-1 for the same.

RATES QUOTED FOR FOR ALL TYPE OF WATER COLER UNITS

..... PERCENT BELOW /AT PAR / ABOVE THE ESTIMATED RATES
 NET AMOUNT AS PER QUOTED RATES IS Rs (A)(B).....(C).....(
 Total).....
 (Rupees.....)

AGREED & CONFIRMED

(SIGNATURE OF THE CONTRACTOR
 WITH DATE & SEAL)

Office Servicing Deptt, DO-I, Jeevan Prakash, Bhavani Singh Road, Jaipur-302005.

LIST OF WATER COOLER INSTALLED AT VARIOUS LOCATIONS OF DO-I, JAIPUR

S.NO.	Branch Name	Make	Size	Total Coolers	Date of Purchasing	Warranty period
1	DO-1(CANTEEN)	Sidwal	150/150			
2	DO-1 (OS)	Voltas	150/150			
3	DO-1 (SALES)	Voltas	150/150			
4	Unit-IV, Jaipur	Sidwal	150/150			
5	BO-Jhotwara	Sidwal	150/150			
6	BO-Sikar	Voltas	150/150			
7	BO-Sikar	Voltas	150/150			
8	BO-Fatehpur	Voltas	150/150	8		
9	DO-1 (ENGG)	Sidwal	60/120			
10	DO-1 (DTC)	Sidwal	60/120			
11	IT / P&GS	Sidwal	60/120			
12	Unit-I, Jaipur	Sidwal	60/120		01.03.2023	Under warranty one year
13	CAB-1, Nehru Place	Sidwal	60/120		05.07.2022	Under warranty one year
14	BO-Alwar	Sidwal	60/120			
15	BO-Alwar	Sidwal	60/120			
16	BO-Bhiwadi	Sidwal	60/120			
17	BO-Jhunjhunu	Sidwal	60/120			
18	BO-Khairthal	Sidwal	60/120	10		
19	SO-Mansarovar	Blue Star	40/80			
20	Unit-IV, Jaipur	Sidwal	40/80			
21	SO-Bhankrota	Sidwal	40/80			
22	Unit-V, Jaipur	Sidwal	40/80			
23	SO-Kalwad Road	Sidwal	40/80			
24	SO-Rajgad	Sidwal	40/80			
25	SO-CLIA Alwar	Sidwal	40/80			
26	SO-Khetri	Sidwal	40/80			
27	BO-Chomu	Sidwal	40/80			

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28	SO-Harmada	Sidwal	40/80			
29	CLIA Malviya Nagar	Sidwal	40/80			
30	SO-CLIA Jhunjhunu	Sidwal	40/80			
31	SO-Bahrod	Sidwal	40/80			
32	SO-Shahpura	Sidwal	40/80			
33	SO-Sri Madhopur	Sidwal	40/80			
34	SO-Data Ramgarh	Sidwal	40/80			
35	SO-KHERALI	Sidwal	40/80			
36	EDMS-SITAPURA	Sidwal	40/80			
37	Guest House-I	Blue Star	40/80			
38	Customer Zone	Sidwal	40/80	20		
Total				38		

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DETAILS OF EXISTING CLIENTS-ANNEXURE B

S.No.	Name of Company/Organisation	Details of Order	Type of the Product/s supplied	Value of the Order/s	Quantam of Order/s	Date on which supply is completed	If any penalty was imposed(Give reason, if yes)	Address of the Company	Name of the contact person	Designat on	Landline No.	Mobile No.	Email Id	Any other information you desire to share
1														
2														
3														
4														
5														

Details of the work done in last two years needs to be provided with respect to the each of the client.
PLACE

DATE

SIGNATURE

SEAL OF THE FIRM/SUPPLIER

PRE CONTRACT INTEGRITY PACT

General:

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on..... day of the month of2023, between, on one hand, the Life Insurance Corporation of India (hereinafter referred to as "LIC") a statutory Corporation established under section 3 of Life Insurance Corporation Act 1956 (XXXI of 1956) and having its corporate office at "Yogakshema" Jeevan Bima Marg Mumbai 400021. (here in after called the "BUYER" which expression shall mean and include, unless the context otherwise requires, his successors in office assigns) of the First part. And M/srepresented by Shri..... (Hereinafter called the "BIDDER /SELLER/SERVICE PROVIDER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second part.

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

WHEREAS the BIDDER/Seller/Service Provider is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is performing its function under the LIC Act 1956.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the BUYER to obtain the desired said stores/ equipment/ item/service at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

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

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

1. Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either themselves or for any person, 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

मंडल कार्यालय जयपुर-1, जीवन प्रकाश, भवानी सिंह रोड, जयपुर 302005

कार्यालय सेवा विभाग, दूरभाष : 0141-2745829, 2745828. ईमेल : os.jaipur@licindia.com

- company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries, including officials of the BUYER or their family members, if any, in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The Bidder will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER/Contractor will not commit any offence under the relevant India Penal Code (IPC) /Prevention of corruption (PC) act. Further, the bidder will not use improperly, for purposes of competition or personal gain, pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the Bidder or any of the key personnel of the bidder, actively involved in the project is a relative of any of the actively involved personnel of the Buyer, the same should be disclosed.
The term 'relative' for this purpose would be as defined in section 2(77) of the Companies Act, 2013.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee or the BUYER.
- 3.14 The Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- 4. Previous Transgression**
- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify; BIDDER's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes an incorrect statement on this subject, or committed a transgression through a violation of any of the clauses of the commitments of bidder, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.
- 5. Sanctions for Violations:**
- 5.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any; compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (v) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/recession and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vi) To debar the BIDDER from participating in the future bidding processes of LIC for a minimum period of five years which may be further extended at the discretion of the BUYER.
- (vii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (viii) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.
- 5.2 The BUYER will be entitled to take all or any of the actions mentioned at para 5.1(i) to (viii) of this pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 5.3 The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes this Pact.

6. Independent Monitors:

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

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

- 1) Shri G. V. Krishna Rau, Villa 116, The Retreat,
Tharabnahalli, Chikkajala Post, Bangalore-562157. Cell: 9880240080, E-mail id: gvkrishnarau@gmail.com
- 2) 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 the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

6.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently. It will be obligatory for him to treat the information & documents of the Bidder as confidential.

6.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

6.5 As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the Executive Director (E&OS), LIC.

6.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, LIC and recues himself / herself from that case.

6.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

6.8 The Monitor will submit a written report to the Chairman, LIC within 8 to 10 weeks from the date of reference or intimation to him by the BUYER /BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

6.9 If the Monitor has reported to the Chairman, LIC, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman LIC has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

7. Facilitation of Investigation:

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

8. Law and Place of Jurisdiction:

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

9. Other Legal Actions:

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extent law in force relating to any civil or criminal proceedings. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

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

10. Validity:

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

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

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

मंडल कार्यालय जयपुर-1, जीवन प्रकाश, भवानी सिंह रोड, जयपुर 302005

कार्यालय सेवा विभाग, दूरभाष : 0141-2745829, 2745828. ईमेल : os.jaipur@licindia.com



भारतीय जीवन बीमा निगम
LIFE INSURANCE CORPORATION OF INDIA

- 18 -

BUYER
CEO:
Deptt./

Designation

BIDDER

Name of the Officer:

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.)

मंडल कार्यालय जयपुर -1, जीवन प्रकाश, भवानी सिंह रोड, जयपुर 302005
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