

Ref : OS/P&S/TENDER No. 04/2023-24

Date: 03.07.2023

TENDER NOTICE FOR RATE CONTRACT FOR SUPPLY OF PRINTED FORMS & STATIONERY ITEMS
FOR THE PERIOD FROM 01.08.2023 UP TO 31.07.2024

Life Insurance Corporation of India, Divisional Officer, Vadodara, GUJARAT - 390023, intends to invite sealed tenders for the above.

For complete details and tender documents please contact OS Department at above address between 10.00 A.M. to 04.30 P.M. from 03.07.2023 to 24.07.2023 from Monday to Friday (Except Public Holidays) or log on to www.licindia.in and go to the Link "Tenders" and then click on the link **Tender for RATE CONTRACT FOR SUPPLY OF PRINTED FORMS & STATIONERY ITEMS FOR THE PERIOD FROM 01.08.2023 TO 31.07.2024 as per Annexure A & Annexure B** from our all existing Empanelled Firms/Suppliers - Vadodara DO. LIC of India reserves the right to accept or reject any or all offers in full / part without assigning any reasons whatsoever. **The firms / agencies that are on our panel only have to apply.**

Any corrigendum regarding modification/ addition in tender specification or in terms & conditions of the tender shall only be uploaded/ published on our official website- <https://www.licindia.in/Bottom-Links/Tender>. Hence, all the interested bidders are advised to visit our above website regularly for latest information regarding the above tender till last date of bid submission.

Last date of submitting tender documents: 16:30 hours on 24.07.2023 Monday.

Sr. Divisional Manager

Ref : OS/P&S/TENDER No. 4/2023-24

Date : 03.07.2023

TENDER NOTICE FOR RATE CONTRACT FOR SUPPLY OF PRINTED FORMS & STATIONERY ITEMS, FOR THE PERIOD FROM 01.08.2023 UP TO 31.07.2024

1. Tender forms can be obtained from office on any working day from Monday to Friday (EXCEPT PUBLIC HOLIDAYS) from 03.07.2023 TO 24.07.2023. Tender forms will also be available on our official website- <https://www.licindia.in/Bottom-Links/Tender>.
2. Last date of receipt of filled in tenders is 16:30 Hours on 24.07.2023, by hand or by post, at our office "O.S. Department" LIC of India, Vadodara Divisional Office, 2nd Floor Jeevan Prakash, Subhanpura , VADODARA – 390 023.
3. Tender received late, not in properly sealed cover, conditioned or not conforming to the prescribed conditions and not complete in all respect will be rejected. No excuse will be accepted for delay.
4. The name and address of firm should be mentioned on the envelope. The Envelope containing Tender should be super scribed as "**TENDER NO. 4 : Tender for RATE CONTRACT FOR SUPPLY OF PRINTED FORMS & STATIONERY ITEMS FOR THE PERIOD FROM 01.08.2023 TO 31.07.2024 - Annexure A & Annexure B.**"
5. The successful bidders shall have to provide security deposit @ 3 % of the contracted value, wherever the quantum of total supply is expected to exceed Rs. 1,00,000/-. The successful bidders shall be communicated about their estimated yearly contracted value at the time of issue of letter of acceptance of bids And the bidder shall have to deposit the entire amount within 21 days of receipt of the acceptance letter. In case, the bidder fails to deposit the same the amount shall be deducted from the payments due to the vendor, if any. The security deposit should be deposited in form of Demand Draft/ Banker's Cheque drawn in favour of Life Insurance Corporation of India payable at Vadodara. Further this deposit shall not carry any interest.
6. The tender application must be accompanied by EMD (Earnest Money Deposit) of Rs.10000/- (Ten Thousand) by DD/Banker's cheque in favour of LIC OF INDIA payable at Vadodara or can be paid in cash at our vadodara divisional cash counter in Account code 111135 and a copy of receipt should be enclosed EMD of unsuccessful bidders will be refunded without interest. Amount of EMD of successful bidder will be adjusted towards security deposit.
7. MSME/NSIC registered firm firms who are Exempted from payment of EMD/Tender fees should attach a copy of latest MSME/NSIC Registration certificate for claiming the exemption with tender document.
8. **Eligibility criteria for availing benefits under the Public Procurement Policy**:-Those who are willing to get benefit under the Public Procurement Policy for Micro & Small Enterprises (MSEs) Order 2012, It is necessary for the enterprise to be registered with the Director of Industries (DI)/District Industries Centre (DIC) as manufacturing/ Service enterprises and having acknowledgement of Entrepreneurs memorandum (part-II) Or are registered with National Small Industries Corporation (NSIC) under Single point vendor registration scheme. The relevant copy of the Certificate must be enclosed.
9. The rate contract will remain in force from the period 01/08/2023 to 31/07/2024 and may also extend for one more year on mutual consent of both the parties.
10. The Sr. Divisional Manager, Divisional office Vadodara, reserves the right to accept or reject any or all offers in full / part without assigning any reasons whatsoever. Further Corporation reserves the right to call for additional information/ any information mentioned in the tender (except that in the financial bid -ANNEXURE A & ANNEXURE B) at any stage from the vendors for the successful processing of the tender / rate contract.
11. **The Envelope should be sealed properly and shall be submitted** by hand delivery or by post / courier by addressing to "The Chairman, Stores Committee, LIC of India, Vadodara Divisional Office, Second Floor, Jeevan Prakash , Subhanpura, Vadodara – 390023.
12. Tender will be opened on 25.07.2023 at 11.30 A.M.
13. All empanelled vendors/ firms have to submit tender quoting rates.
All other details and Terms & conditions are given in Tender document.

**Sr. Divisional Manager
Vadodara Division**

**Signature and Seal of the Authorized Signatory
of the Company/Firm**

Ref : OS/P&S/TENDER No.4/2023-2024

Date : 03.07.2023

Terms & Conditions

TENDER NOTICE FOR RATE CONTRACT FOR SUPPLY OF PRINTED FORMS & STATIONERY ITEMS, FOR THE PERIOD FROM 01.08.2023 UP TO 31.07.2024

The Tender consists of 16 pages including tender notice i.e. Page No. 1-2, TERMS & CONDITIONS : Page No. 3-6, Integrity Pact : Page No. : 07-12, Annexure A: Page No. 13-14 Annexure B : Page No. 15-16.

All pages, including Integrity Pact are a part of the tender document and the bidder has to put his signature and seal on each and every page of the tender document.

1. The tender should be sent so as to reach this office ON OR BEFORE 16.30 Hrs on date 24.07.2023. Tender received after that will be rejected.
2. The envelope should be sealed properly and super scribed as "**TENDER-4/2023-2024, RATE CONTRACT FOR SUPPLY OF PRINTED FORMS & STATIONERY ITEMS FOR THE PERIOD : 01.08.2023 TO 31.07.2024**". The name of firm should also be mentioned on the envelope.
3. The rates quoted in the financial bids - Annexure A & Annexure B shall be on F.O.R. basis **excluding G.S.T but including all other charges like Packing, delivery, transportation and loading/unloading charges, for good quality A- GRADE MAPLITHO WHITE paper from a reputed brand. The rate of G.S.T. will be as applicable from time to time.**
4. **Tender must be submitted in prescribed format only. NO VENDOR SHOULD IMPOSE OR APPLY ANY CONDITIONS ON ITS OWN. ANY TENDER RECEIVED WITH CONDITIONS (OTHER THAN TENDER CONDITIONS) IMPOSED BY VENDOR, WILL BE REJECTED, WITHOUT ASSIGNING ANY REASONS.**
5. All bidders are requested to submit self attested copy of PAN CARD, GST Registration Certificate along with cancelled cheque bearing IFS Code and bank account number and type of account via SB/ Current etc. **Also please mention whether PAN CARD is in the name of firm or individual.**
6. Payments will be made through NEFT only after the complete and successful supply of complete order. No advance or adhoc payments will be made. Payment for fulfillment of partial orders will not be made. T.D.S. shall be deducted as per prevailing INCOME TAX rules.
7. Work order may be placed in parts depending upon the requirements during the contract period. Quantity of items required during the period mentioned is approximate, however Corporation reserves the right to increase / decrease the quantity required according to the future need.
8. Printing job may be performed in any of the given sizes and any language viz. Gujarati, Hindi, English, bilingual or trilingual as per our requirement/specifications.
9. Rate Quotations must be given, as per prescribed format as mentioned in Financial Bids - Annexure A & Annexure B, duly sealed and signed by Proprietor/ Director/ Manager of the firm and should be either TYPE WRITTEN or must be IN INK and should not be with any hedging conditions or overwritten. If the rates are overwritten or not legible, the rate for that particular item will not be considered.
10. Corporation reserves the right to accept any quotation in full or part thereof. This does not necessarily mean that the lowest quotations will be accepted. The Corporation may, within in its right, award tendered job in part to one of the vendor and remaining job to another vendor, if more than one vendor qualifies for the same item. ITEMWISE L1 WILL BE DECIDED FOR ALL ITEMS OF TENDER SCHEDULE.
11. **All deliveries must be made at our Stores Department located at Vidya Chambers, 2nd Floor, and Opp. Reliance Petrol Pump, Besides Jai Ratna Building, R V Desai Road, and Vadodara – 390001.**
12. If at any point of time, it is discovered that materials received are not according to the specification with regard to the size, quantity and quality of the paper/printing/packing, the vendor would be liable to pay penalty. Penalty will be decided by the Sr. Divisional Manager, LIC of India, Vadodara Divisional Office, on the merit of each case, which is part and parcel of the terms and conditions of the tender. Penalty may be imposed as decided by our competent authority or **SUCH SUPPLY WILL BE REJECTED AT THE SUPPLIER'S COST** and they will have to supply materials exactly according to the specification and in the event of non- compliance with the condition, Corporation will be at liberty to take such action as it deems fit.

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13. Art work is to be **submitted within 7** days from date of order. Supply of stationery is to be ensured **within 30 days from the date of receipt of purchase order or date of approval of proof reading / art work, whichever is later**. Any delay in completion of work over the stipulated period will attract penalty as mentioned below :

PENALTY CLAUSE :

Sr. No.	Delay Period (No. of days after expiry of 30 days from the date of receipt of Purchase Order/Date of Approval of Artwork)	% of Gross Contracted Value
1.	Upto 15 days	1 %
2.	From 16 days to 30 days	3 %
3.	From 31 days to 45 days	6 %
4.	From 46 days to 60 days	10 %

14. Apart from Financial Penalty, on delay beyond as mentioned in the above table, Corporation reserves the right to impose any other Penalty which include Cancellation of order, Termination of Contract or Blacklisting of the firm etc as deemed fit by our competent authority. Further the Corporation will then be free to procure ordered items/ services from an alternate source. The difference in price of items/ services so procured will then be recovered from the defaulting vendor. Under such a scenario, at the discretion of the Sr. Divisional Manager, the firm may even be blacklisted with forfeiture of the security deposit.
The above penalty may also be invoked in case of short supply/ inferior quality of supply of stores.
15. Any tender not in compliance with given terms and conditions will be liable for rejection. No extra terms and conditions of the bidder will be accepted. If any vendor gives his own terms and conditions, his tender will be rejected without informing him.
16. The rates quoted in the financial bid - Annexure **A & B** would be valid up to 31.07.2024 and may be extended for one more year, with same rates and keeping other terms & conditions unchanged, depending upon satisfactory services rendered by the printer/supplier and requirement of the office, but Corporation reserves the right for any alteration in period of the tender which will be strictly binding on the suppliers.
17. Payments will be made through NEFT only after the complete and successful supply of order. No advance or adhoc payments will be made. T.D.S. shall be deducted as per the prevailing IT rules.
18. Work order may be placed in parts depending upon the requirements during the contract period. Quantity of items required during the period mentioned is approximate however Corporation reserves the right to increase / decrease the quantity required according to future need.
19. The Corporation reserves the right to cancel the contract/annual rate contract without assigning any reason at any time by giving 30 days notice in advance in case of simple termination of contract/annual rate contract but in case of breach of the terms of the contract/annual rate contract may be terminated forthwith.
20. If at any point of time the Vendor is blacklisted from any of Offices of Corporation then this contract will be terminated immediately.
21. 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 will be terminated immediately 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 firms shall be legally bound to make good the same in monetary terms to be decided by LIC of India.

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22. Once your rate has been approved and rate contract entered into then you are bound to supply material at the approved rate. We will not entertain any excuses like price rise in paper market, unavailability of raw material etc. for not delivering the material. Action like DELETION of your name from approved panel of Firms may be taken.
23. Any dispute arising out of this acceptance shall be referred to for "Arbitration" to The Sr. Divisional Manager, L.I.C. of India, Divisional Office, Vadodara and his decision shall be binding on the Firm/ Vendor/ Supplier. The Firm/ Vendor/ Supplier shall not raise any question of the competence of the Sr. Divisional Manager to act as sole arbitrator. The competent authority reserves all the rights to accept and/or reject any tender without assigning reasons thereof. Any dispute arising out of or relating to this tender shall be deemed to have arisen in VADODARA and shall be under adjudication a court in VADODARA.
24. The successful bidders shall have to provide security deposit @3 % of the contracted value, wherever the quantum of total supply is expected to exceed Rs. 1,00,000/-. The successful bidders shall be communicated about their estimated yearly contracted value at the time of issue of letter of acceptance of bids and the bidder shall have to deposit the entire amount within 21 days of receipt of the acceptance letter. In case, the bidder fails to deposit the same the amount shall be deducted from the payments due to the vendor, if any. The security deposit should be deposited in form of Demand Draft/ Banker's Cheque drawn in favour of Life Insurance Corporation of India payable at Vadodara. The deposit shall not carry any interest and the amount will be refunded after the job is over.
25. The vendor will have no rights to transfer or assign the contract or any rights there under to anyone.
26. This agreement may be terminated forthwith if the bidder firm/company becomes insolvent, ceases its operations, dissolves, files for bankruptcy protection, appoint receivers, the corporation shall have the right to immediately terminate this agreement.
27. **All bidders have to note that the item wise L1 in the items numbered 1 to 22 of ANNEXURE A of tender schedule have to agree for binding charges, perforation and numbering charges of that bidder whose rates are lowest of all the successful bidders, provided that vendor is awarded at least one item of the total items of ANNEXURE A. No bidder will be treated as L1, solely only for binding, perforation or numbering, which may please be taken note of.**
28. **All pages of Integrity Pact (Pages no. 7 to 12) are a part of tender document and the bidder has to put his signature and seal on each page of the Integrity Pact along with the tender document. After finalization of the contract, all the item wise L1 bidders will have to execute the Integrity Pact on non judicial stamp paper of Rs. 300, without which the contract shall not be considered valid.**

THE INSURANCE LAWS (AMENDMENT) ACT, 2015

1. In terms of provisions of Section 33 (3) of The Insurance Laws (Amendment) Act , 2015, Insurance Regulatory and Development Authority of India (IRDAI), is authorized to verify such books of account, register, other documents and the data base in the custody of the contractor in respect of service outsourced by the LIC of India. It shall be the duty of the contractor to provide such documents/statements/information as may be required by IRDAI within such time as may be specified by IRDAI.

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2. In terms of provisions of Section 33 (4) of The Insurance Laws (Amendment) Act , 2015, Insurance Regulatory and Development Authority of India (IRDAI), if it considers expedient to do so, may direct any person hereinafter referred to as " Investigating Officer " , to make an investigation as specified under Sec.33 (1) or carry out an inspection as specified under Section 33 (2) of the Insurance Laws (Amendment) Act, 2015, who may examine on oath any Manager, managing Director or Other Officer of the service provider or contractor where the services are outsourced by LIC of India.

Sr. Divisional Manager

We agree with and accept all terms and conditions of the tender, which will be a part of contract and letter of undertaking to supply materials as per tender specifications. It is understood that the stipulated terms and conditions are accepted in toto.

PRINTER'S /SUPPLIER'S SIGNATURE WITH SEAL :

NAME OF CONTACT PERSON :

E-MAIL ID :

PHONE/MOBILE NO. :

PRE CONTRACT INTEGRITY PACT

General:

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on..... day of the month of2022, 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 **Pre printed / Blank Continuous Stationery and Policy Bonds** 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 India Penal Code (IPC) /Prevention of corruption (PC) act. Further, the bidder will not use improperly, for purposes of competition or personal gain, pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10** The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11** The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12** If the Bidder or any of the key personnel of the bidder, actively involved in the project is a relative of any of the actively involved personnel of the Buyer, the same should be disclosed.
The term 'relative' for this purpose would be as defined in section 2(77) of the Companies Act, 2013.
- 3.13** The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee or the BUYER.
- 3.14** The Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

4. Previous Transgression

- 4.1** The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify; BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes an incorrect statement on this subject, or committed a transgression through a violation of any of the clauses of the commitments of bidder, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Sanctions for Violations:

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

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

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

5.3 The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes this Pact.

6. Independent Monitors:

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 Rajni Kant Mishra
IPS (Retd.) Ex. Director general in BSF
P-23,Sector-11,Noida
Dist:Gautam Budh Nagar,
UP-201301
Email Id: rkm592002@yahoo.com & rkmishra84@gmail.com

2 Shri Arun Chandra Verma,IPS(Retd.)
Flat No C-1204,C Tower,Amrapali
Platinum Complex,Sector-119
Noida (UP)

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

Bidder.....

Seal & Signature of the Bidder.