

M/s _____

Dt: 11.08.2023

NOTICE OF TENDER (Fixed quantity Contract) FOR PRINTING OF FORMS, ENVELOPES and REGISTERS

Sl.No	Activity	Details
1	Tender Date	BSP/OS/Printing/Tender-02/2023-2024/ Forms and Stationery, Date of Tender: - 16.08.2023
2	Tender Fee	Fee 250/- +GST 45/-= 295/-(Two Hundred Ninety five only) (non-refundable) by way of Demand Draft/ Banker's cheque payable in favour of LIC of India payable at Bilaspur / or by cash at cash counter of DO-Bilaspur from 16.08.2023 on all working days from 10.00 AM to 04.00 PM.
3	Address for submission of bid	Manager (E&OS). 3 rd Floor. Divisional office. Magarpara. Bilaspur. Distt- Bilaspur (C.G.) - 495001. Telephone No - 07752-249854/855.mail id os.bilaspur@licindia.com
4	Submission of Tenders Date and Time	Vendors fulfilling the eligibility conditions for Printing of Forms, Envelops and Register as per Specifications mentioned in Annexure "A". The tender should be submitted with sealed cover super scribed as " Tender No.02 / 2023-2024/ for Printing of forms, Envelopes and Register Bilaspur Division" with Name of Tenderer on or before 29.08.2023 upto 05.00 pm (last date of submission of tender). Tender Application Forms may also be obtained from OS Deptt. Life Insurance Corporation of India, Divisional Office Bilaspur (C.G) - 495001
5	Opening Date / Venue	The sealed tender applications will be opened by the Tender opening committee on 30.08.2023 at 11.00 AM hours in the presence of tenderers or one of the their representatives (with valid identity card and authorization letter) who wishes to attend. Venue address as mentioned above at S.NO. 3
6	Official Website (URL)	The tender Document & Pre Integrity Pact can be downloaded from our website www.licindia.in, go to "Tenders" and click on the link " Printing of Forms, Envelops and Registers" & "Pre Integrity Pact" Bilaspur (C.G)

1. The Tender is to be submitted strictly in our format and should contain the rate for the tendered items only.
2. Defiance in bidding procedure will not be entertained and hence such bid will be deemed to be terminated.
3. All Annexure "A" "B" "C" "D" & "E" & Pre Integrity Pact should be duly signed and sealed and the same should submitted, otherwise your quotation will not be entertained
4. Quote Rate for the item according to our specification which has been mentioned in the Tender Specification as per Annexure " A" and clearly mention Rate per pad/register and GST Rate separately.
5. Vendor may give their clarification in case of any doubt in writing at the time of submitting Tender only.
6. LIC of India is not responsible in any manner for the postal delay/loss/non receipt of the tender.
7. Further this office reserves the right to accept or reject any quotations without assigning any reasons thereof. In case there is any change in the schedule, addition and deletion in the tender, the same will be displayed on our web site. The vendors are requested to visit the site regularly for any updates.

Sr. Divisional Manager

Annexure – “A”

SL.NO	ITEM	Quantity	Quote rate per thousand excluding GST but inclusive of all other charges.GST rate to be mentioned separately, which will be added in basic cost	GST RATE
1	Paper size 18”x22”x1/4 each form (Bilingual) contains 24 leaves (12 pages) both side printing in corporate blue color each proposal form is folded and double centered pined bundle packing of 500 forms (FORM NO-300) 80 GSM	125000		
2	Paper size 18”x22”x1/4 each form (Bilingual) contains 24 leaves (12 pages) both side printing in corporate blue color each proposal form is folded and double centered pined bundle packing of 500 forms (FORM NO-360) 80 GSM	25000		
3	White Envelope E-6 Plain. Size 12”x5”, A Grade Maplitho 80 GSM Single Black color, Single Side Printing white color	50000		
4	Policy Docket. Form No 4111. Size 14”X6.5” Reinforced Paper. Cross line Threads. Net Bituminized. Tar Coated. Good Quality	200000		
5	Medical Report –LIC-03- 001 80GSM "A" GRADE QUALITY MAPLITHO PAPER EACH PAD CONTAINS 55 PAGES WITH NUMBERING ON TOP, BROWN PAPER COVER ON TOP AND DAFTI AT BACK, 18X22X1/4	500 PADS		
6	NACH MANDATE BOOKLET 8”x3.66” 80 GSM Single side pad printing black color (2cm) space to be kept, perforated, each pad contains 25 leaves, bundle packing 100 pads. Cover page in brown sheet single side printing in both front and back page.	1000 book-lets		
7	Attendance Register 80 GSM "A" GRADE LEDGER PAPER, 30 SHEETS in each register, PAKKI BINDING,NUMBERING ON TOP of each page (15" x 20")	30 REGISTS		
8	NEFT MANDATE FORM A-4 SIZE,70 GSM,EACH PAD CONTAINS 100 LEAVES,70 GSM 18X22X1/4	500 PADS		
9	DEVELOPMENT OFFICER ATTANDANCE REGISTER 80 GSM "A" GRADE LEDGER PAPER, 100 SHEETS PAKKI BINDING,NUMBERING ON TOP ("17x 27" x1/4")	20 Regis-ters		

10	DGH-FORM NO-680/681 Both side printing, black colour,Pads,100 leaves,bundle packing of 25 pads, 70 GSM,"A" grade maplitho for size 18"x22"x1/4	500 Pads		
11	Surrender form-5074 Both side printing, black color,Pads, 100 leaves, 70 GSM, "A" grade maplitho for legal size (17"x27"x1/4)	300 pads		
12	Loan Form-5198/5220 Both side printing, black colour,Pads, 100 leaves, bundle packing of 25 pads, 70 GSM,"A" grade maplitho for legal size (17"x27"x1/4)	300 pads		

Paper Brand: Maplitho A Grade Mill Century/ Ballarpur/J K Paper/Century/TN

Name of the Paper Mill : _____

Sample Paper of each item to be enclosed with Specification of GSM mentioned. The same should be signed and seal should be affixed.

Date & Place: -

Authorized Signatory with Seal

TERMS AND CONDITIONS OF TENDER

Annexure - B

1. The tender in the prescribed annexures and sample of paper (**Hard Copy only**) should be submitted in a closed envelope addressed to The Chairman (Tender Receiving Committee) LIC of India. Divisional Office – Bilaspur. 3rd Floor. Magarpara. Bilaspur (C.G.) on or before the last date specified. No corrections are to be made in the terms quoted.
2. **Annexure-A should be supported with the sample paper of paper mills for items which the firm intends to supply as per our specifications in Annexure A.**
3. **The rates to be quoted in Annexure- A shall be on F.O.R basis, i.e. Transportation expenses, other taxes etc excluding GST. The supplier has to ensure the delivery of material in good condition, duly packed at corporation store.**
4. The tenderer has to quote the price at which he is willing to supply the whole quantity or part thereof in accordance with the specifications and requirements under Fixed Quantity Contract.
5. **The paper quality has to be Maplitho A Grade Mill Century/ Ballarpur/J K Paper/TN**
6. The Corporation reserves the right to accept any quotation in full or part. This does not necessarily mean that the lowest quotation will be accepted.
7. 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 firms shall be legally bound to make good the same in monetary term to be decided by LIC.
8. Mere submission of the application for tender does not confer the right of Selection.
9. The selection on tender would be without any liabilities from our side.
10. 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.
11. Any dispute arising out of or relating to this tender shall be deemed to have arisen in BILASPUR and be subject to adjudication of competent Court in BILASPUR only.
12. Any tender not complying wholly with these terms and conditions shall be liable for rejection.
13. 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.
14. 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.
15. The vendor shall not appoint any sub-vendor to carry out any obligations under the contract.
16. The vendor shall give the services during the period of contract as per the LIC's requirements.
17. 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 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 cost of the vendor and the vendor shall have no right to make any representation in this regard.
18. 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. BILASPUR DIVISION whose decision shall be final and binding on both the parties. The venue of arbitration shall be at BILASPUR. The provisions of the Arbitration and Conciliation Act, 1996 shall apply to the arbitration.
19. 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. 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 the LIC



20. It is clearly understood by the Supplier that the persons employed by the Supplier for providing services as mentioned herein, shall be the employees of 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 or 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. Tax at source will be deducted from the payment as per the Income Tax Rules applicable from time to time.
As per the "Public Procurement Policy for Micro & Small Enterprises (MSEs) Order 2012".
25. **Vendors registered with the Director of Industries(DI)/District Industries Centre(DIC) as manufacturing/service enterprises and having acknowledgement of Entrepreneurs memorandum (Part-II) are eligible for Tender sets free of cost and exemption from payment of Earnest Money Deposit, Vendors registered with National Small Industries Corporation (NSIC) under Single point vendor registrations scheme are eligible for Tender sets free of cost and exemption from payment of Earnest Money Deposit and are also exempted from payment of security deposit upto the monetary limit for which Vendor is registered.(Self attested Copy of registration certificate indicating the validity period, monetary limit, details of stores/services for which certificate is obtained etc, must be attached.)**
26. **Earnest money of Rs.24000/- (Rs. Twenty Four thousand Only) is to be deposited through Demand draft of any scheduled Bank favouring L.I.C. Of India, payable at BILASPUR and should be enclosed with the tender. The amount of EMD can also be deposited at Cash Counter of LIC of India, Divisional Office, BILASPUR (C.G.) during cash hours on working days. No interest will be paid on EMD/security deposit. The EMD of un-successful vendors will be refunded within 90 days of finalization of tender. In case the supplier attracts penalties under any or all of clauses referred below, the EMD may be forfeited by LIC of India**
27. The successful Tenderer has to deposit Performance Security deposit in the form of Demand Draft / Bankers Cheque, or Bank Guarantees through Scheduled Banks. Performance Security is to be furnished by a specified date (generally 21 days after notification of the award) and would remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.
28. Performance security will be forfeited and credited to the account of LIC of India in the event of a breach of contract by the supplier, in terms of the relevant contract.
29. Performance Security should be refunded to the supplier, without any interest, whatsoever, after it duly performs and completes the contract in all respects but not later than 60 days of completion of all such obligations under the contract.
30. No Advance payment shall be made for purchasing items.
31. After the approval of proof of draft work order. The material will be delivered at OS deptt, LIC OF INDIA. Divisional office.3rd Floor. Magarpara BILASPUR-495001 or any other place that may be specified by the corporation if so needed



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32. Supply of the items should be within 30 days from the date of approval of art proof
33. If the printer fails to supply the pre printed materials as per our specification and within stipulated time the **penalty clause** may be imposed as below: **In GSM variation above 6 %, order may be cancelled by competent authority.**

%Variation in GSM	Period within which supply is Received	% of penalty on order value
Up to 3%	Up to 10 days	Nil
Above 3% Upto 4%	11 to 20 Days	3%
Above 4% Upto 5%	20 to 30 Days	5%
Above 5 % Upto 6%	30 Days Onwards	10%
Above 6%	—	Order may be cancelled

34. If any, material supplied falls below the contractual specifications with regard to the quantity and quality of paper, 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 conditions of the tender.
35. In case of any deviation from the specification in paper size/quality/brand/printing/binding/GSM/weight etc the order shall be liable for rejection at the sole discretion of competent authority.
36. If defects of any kind in printing 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 charge 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.
37. Print line should be printed with month and year on the stationery. If variation in the GSM/Specification of paper is observed on receipt of consignment, the entire lot may be rejected besides imposition of penalty as stated in above paras at the discretion of competent authority.
38. **No extra Terms and Conditions of the vendor will be accepted. If any vendor gives his own Terms and Conditions his tender will be rejected without informing him.**
39. **All Annexures as per the Tender (including the Integrity Pact as per Annexure "F") should be submitted. Failure of submission any annexure will result in rejecting the tender.**

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 all 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.
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 all terms and conditions of the tender.

Tenderer's sign. / Name and seal

ANNEXURE: "C" (To be typed in the Firm Letter Head)

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.

I/We agree with all terms and conditions of tenders.

Tenderer's sign. _____

With seal of firm/company

Name & designation.....

Place.....

Date.....

UNDERTAKING

**The Sr. Divisional Manager
LIC of India
Divisional office – Bilaspur**

Sir

Ref: Tender no 02 /2023-2024/ for Printing of Printed Forms and Stationery to LIC of India Bilaspur Division.

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

Tenderer's sign.

NAME:

DESIGNATION:

Mobile No

Email ID

Name and Address and SEAL OF THE FIRM / COMPANY:

Annexure-“E” (To be typed in the Firm Letter Head)

I/We _____ request, Life Insurance Corporation of India, Divisional office, Bilaspur (C.G) to consider our bid. We agree to abide by all the ELIGIBILITY CRITERIA AND OTHER TERMS AND CONDITIONS AND DUTIES of Supplier and assure to render the services to the fullest satisfaction of the Corporation.

Dated at _____ this _____ day of _____ 20

Tenderer's sign.

NAME:

DESIGNATION:

Mobile No

Email ID

Name and Address and SEAL OF THE FIRM / COMPANY:

Note: The Corporation reserves the rights 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

PRE CONTRACT INTEGRITY PACT

General:

Annexure - F

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 Proposal Forms for LIC of India. Divisional Office. Magarpara Road. Bilaspur (C.G) and the BIDDER/Seller/Service Provider is willing to offer/has offered the stores/services and

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

NOW, THEREFORE,

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

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

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

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



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1. Commitments of the BUYER

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



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- 3.2** The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract of any other contract with the government for showing or forbearing to show favour or disfavor to any person in relation to the contract of any other contract with the Government.
- 3.3** Foreign BIDDERS shall disclose the name and address of their Indian agents and representatives in India, and Indian BIDDERS shall disclose their foreign BUYERS or associates.
- 3.4** BIDDERS shall disclose the payments to be made by them to their agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5** The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/ integrator/authorized agent of the stores/equipment/items and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6** The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries, including officials of the BUYER or their family members, if any, in connection with the contract and the details of services agreed upon for such payments.
- 3.7** The Bidder will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
- 3.8** The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.



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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
B-1801, Amrapaly Sapphire
Sector-45, NOIDA, UP
9717328500 e_mail id: rkm592002@yahoo.co.in
2. Shri Arun Chandra Verma, IPS (Retd.)
Flat NO-C-1204, C Tower
Amrapaly Platinum Complex
Sector-119, NOIDA, UP
8130386387 e_mail id: acverma1@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 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.....

BUYER

BIDDER

Name of the Officer:

CEO:

Designation

Deptt./

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.)