



भारतीय जीवन बीमा निगम  
LIFE INSURANCE CORPORATION OF INDIA  
MUZAFFARPUR DIVISIONAL OFFICE

“JEEVAN PRAKASH”, DIVISIONAL OFFICE, U.S. PD MARG, PO-RAMNA, MUZAFFARPUR; 842002;

Contact No. 7004993903; FAX-0621-2243319, E-MAIL: [os.muzaffarpur@licindia.com](mailto:os.muzaffarpur@licindia.com)

Annexure-1

**Tender No. 02 (2024-25) for supply of Computer Consumable**

“Tender” is here by invited from all impaneled vendors for the supply of Computer Consumable, in the prescribed Rate Quotation format attached herewith, under single bid system in sealed ENVELOPE, super scribed in BOLD CAPITAL LETTERS- **“Tender Notice No. 02(2024-25) dated 15/07/2024 for supply of Computer Consumable – Muzaffarpur Division. NOT TO BE OPENED BEFORE DUE DATE & TIME OF TENDER OPENING”**, which should reach to “The Manager (E&OS), L.I.C. of India, Divisional Office, Uma Shankar Prasad Marg, Muzaffarpur – Pin code- 842002 on or before 29/07/2024 by 13.30 hrs.

Tender Details:-

1. Tender No. & Date of Floating Tender: 02 (2024-25) dated 15/07/2024
2. Last date of submission of Tender: - 29/07/2024 by 01.30 p.m.
3. Date of opening of Tender: -29/07/2024 at 02.15 p.m.

Enclosures to be submitted duly executed:

1. Terms & Conditions - Annexure 2
2. Undertaking – Annexure 3
3. Pre Contract Integrity Pact – Annexure 4
4. Rate quotation in prescribed format – Annexure 5

**(Vendors are expected / invited to be appeared at the scheduled date & time of opening the tender)**

**Sr. Divisional Manager**



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**Annexure-2**

**Terms and conditions for Tender Notice No. 2 (2024-25) dated 15/07/2024**

1. Submission of a non refundable Tender Fee of Rs.295.00 (250+45 GST 18%) by DD / Banker’s cheque for each Tender or cash deposit at our cash counter.
2. EMD (Earnest Money Deposit) @2% of the total estimated tender value, If the tender value exceeds Rs. 1 lac, is to be furnished along with tender by way of DD/Banker’s Cheque only payable at Muzaffarpur which will remain valid up to 180 days from the date of floating of tender and refundable without interest. It may be forfeited in case of black listing / delisting of firm, non-execution of order etc. Losses caused may also be recovered from EMD.
3. MSME Vendors registered with DICs / KVIC / KVIB / NSIC / Coir Board or any other body specified by Ministry of MSME (Micro, Small & Medium Enterprises) are eligible for availing themselves of benefits under the Public Procurement Policy subject to production of valid proof / certificate. Such vendors are exempted from Tender Fee, EMD & Bid security.
4. A security deposit / performance security @3% of contract value / order (If exceeds Rs. 1 lac altogether) will be required by all successful tenderer irrespective of registration status in the form of DD / Bankers Cheque / Bank Guarantee payable at Muzaffarpur, to be deposited within 21 days from notification / date of Award / Order, which will remain valid for a period of 60 days beyond the date of completion of all contractual obligations / Orders and will be refundable without interest, failing which such amount will be recovered from the bill and will be refundable after 1 year without interest. EMD amount can also be converted into Security Deposit / Performance Security if so desired by tenderer.
5. The Tender should be submitted on or before the date and time specified in the tender notice. Tenders received beyond said specified date and time and / or not in compliance with given Terms & Conditions herewith, will be rejected. No other or extra Terms & conditions given by vendor will be acceptable.
6. Price should be quoted as per our specification / sample, requirement only in the prescribed rate quotation format and should be inclusive of all charges i.e. transportation, packing, loading, unloading, taxes etc. but exclusive of GST and it should be given on Letter Head of the firm preferably duly typed or hand written in ink legibly duly signed by authorized person with seal. Any alteration / correction must be signed otherwise it will be rejected. TDS shall be deducted as per rules.
7. The Corporation reserves the right to accept / reject any quotation in full or part. This does not necessarily mean that the lowest quotations will be accepted. The Corporation may, within its right, award tendered job in part to one of the tenderer and remaining job to another tenderer.
8. If after delivery, consignment is found different from specification / sample / requirement (etc.) accepted / approved, SUCH SUPPLY WILL BE REJECTED AT THE SUPPLIER’S COST and will be taken away immediately by vendor and the Corporation will not be liable for any damage / losses. Over and above the Corporation will be at liberty to take such action as it deems fit.
9. NO ALTERATIONS IN QUANTITY OR QUALITY of the items indented or in the period of execution and no enhancement in the rate of article shall be accepted unless previously ratified by the Corporation in writing.
10. All deliveries must be made at LIC, MDO, OS (Store) or as per our instructions within the jurisdiction of Muzaffarpur Division on or before the date mentioned or within such extended time as may be granted by the Corporation free of charges, failing which recovery towards liquidated damage may be made as under:

Delay in supply	% recovery for delay
01 to 10 days	5%

Beyond 10 days delay, order may be cancelled and EMD and Security Deposit will be forfeited and the Corporation will be at liberty to cancel the order and to purchase the same from any other supplier/vender and the Supplier/Vender, at default, shall make good any loss or damage including extra charges that the Corporation may suffer thereby and shall pay to the Corporation liquidated damaged as the Corporation thinks fit and the Corporation

shall be at liberty to deduct such sums from any moneys due to the supplier/vender under these presents or may otherwise recover the same separately, besides being removal from the panel of suppliers/vendors and blacklisting of the firm.

11. Any dispute arising out of this acceptance shall be referred to the Sr. Divisional Manager, Muzaffarpur for "Sole Arbitration" and his decision shall be final and binding on the supplier / vender/ printers and they shall not raise any question of the competence of Sr. Divisional Manager to act as sole arbitrator. The competent authority (Sr. Divisional Manager) reserves all the right to accept and / or reject any tender without assigning reason thereof. Any dispute arising out of or relative to this tender shall be deemed to have arisen in Muzaffarpur and shall be under jurisdiction of a court in Muzaffarpur.
12. Approved Annual Rate Contract or fixed rate contract (Bid price) shall be a running contract with an option to accept supply within the range of  $\pm 25\%$  and shall remain valid for a period of one year from the date of approval of this tender or fresh rate approved within one year. Repeat order may also be given for any quantity within range of tendered quantity, within one year as per requirement. Fresh order for printing of some other forms, having same specification, may also be given on the same approved rate or prorata basis if No. of pages increases / decreases per set.
13. The Corporation reserves the right to remove / Black List any Supplier / Vender from the list of empanelled agencies / vendors for any deviation from the agreed Terms and Conditions, or any activity is observed, which is detrimental to the interest of the Corporation. The Corporation also reserves the right to make alteration in Terms & Conditions at any point of time which will be acceptable to all.
14. The letter of undertaking to supply materials as per the tender specifications, forms part of the tender and Terms and Conditions and the same shall be submitted along with the rates quoted.
15. If at a point of time the vendor is blacklisted from any of offices of Corporation then this contract will be terminated immediately.
16. Payment will be made through NEFT, only after the complete and successful supply of order and on duly verification of quality and quantity supplied and no advance payment will be made.
17. Integrity Pact is to be executed and abide by both parties Buyer and Bidder.

**(Note: The Sr. Divisional Manager reserves the right to accept or reject / cancel all the tenders without assigning any reason thereof.)**

I / We fully agree with all Terms & Conditions of the tender laid down under clause 1 to 17 above.

Place:

Date:

Signature of vendor with seal of Firm/Co. on each page



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**TENDER NOTICE NO. 02 (2024-25) dated 15/07/2024 For supply of Computer Consumable**

**Annexure-3**

To,  
The Sr. Divisional Manager,  
Life Insurance Corporation of India,  
"Jeevan Prakash" Divisional Office Muzaffarpur  
Uma Shankar Prasad Marg,  
Muzaffarpur, 842002  
Sir,

**Re: Undertaking to supply materials as per Tender specifications.**

I / We ..... (Name/names of supplier/partners etc.) hereby confirm that I / we shall supply the materials as per tender specifications and shall abide by the Terms and Conditions mentioned in the tenders.

I / We am / are also given to undertaking that besides imposing clause/s as mentioned in the tender / order sheet, the Corporation shall "BLACKLIST" our firm with information passed on to its Corporate Offices and other Zones / Divisions, if we fail to comply with Terms and Conditions.

I / We hereby confirm and declare that I/we have not been black-listed by LIC or any PSU or BFSI Organization / Government or Semi-Government or Quasi Government Departments in India as on date of submission of bid in response to the above tender notice for supply of Plain/Pre-printed Computer Continuous Stationery etc.

Dated at.....this.....day of .....20

Signature of the Vendor with seal



**PRE CONTRACT INTEGRITY PACT**

**General:**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on..... day of the month of .....20 , 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 items as per tender No. .... dated..... (*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 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):

- \* Shri Kata Chandrahas; IRS(Retd);G-1,Reliance homes, 8-2-547/R, Road No.7, Banjara Hills, Hyderabad-500034; Email: [kchandrahas@yahoo.com](mailto:kchandrahas@yahoo.com), Mob-8008449678
- \* Sri G v Krishna Rau; Ex-Addl. Chief Secy. & Development Commissioner to Gvt. Of Karnataka, Villa-116, The Retreat, Tharabanahalli, Chikkajala Post, Banglore-562157; Email: [gvkrishnarau@gmail.com](mailto:gvkrishnarau@gmail.com), Mob-9880240080

**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  
Name of the Officer:  
Designation:  
Deptt.

BIDDER  
CEO:

Witness:  
1) -----  
2) -----

Witness:  
1) -----  
2) -----

(Note: Bidder/Seller/Service Provider  
Stores/equipment/item/service  
Bidding process/ bid evaluation/process of availing services

(Appropriate word may be used where ever applicable without altering the purpose /desired intention of the clause.)

To  
 The Manager (OS)  
 L.I.C of India  
 Divisional Office Muzaffarpur -842002

**Rate Quotation for Tender Notice No. 02 (2024-25) dated 15/07/2024**

Name of Item	Unit	Specifications	Requirement	Rate Each Piece Rs.	Total Cost (Excluding GST) Rs.
Ribbon Cartridge	Each Piece	TVS Ribbon Cartridge, 136 Column, With ink bank (black) for TVS MSP 355 DMP	1000 Pc		

- ❖ Above quoted rate is inclusive of all charges and taxes but excluding GST and will remain valid for 1 year from date of acceptance.

Enclosed:

DD No. / MR No. (EMD) :  
 Date of DD / MR. :  
 Amount of DD (EMD) :  
 MSME / NSIC etc. : Yes / No

Annexure 2; Annexure 3 & Annexure 4 duly executed.

Date:

Place:

Signature of the vendor

Seal: