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LIMITED TENDER FOR PURCHASES/REFILLING THE MEDIA ITEMS.		
S. NO.	ACTIVITY	DETAILS
1	Tender no. & Date	TENDER NO. 02 (2023-24) Dtd. 01.05.2023
2	EMD & Security Deposit	Rs.26000.00, (Rs.Twenty Six thousand only) 2% of Bid Value by way of DD drawn in favour of LIC OF INDIA, payable at Jaipur and Security Deposit (after awarded the tender) @ 10% of Contract Value/Tender Value.
3	Tender Fee	Rs 118/- (One hundred eighteen only) non-refundable by way of Cash/Demand Draft payable at JAIPUR, favouring Life Insurance Corporation of India. Tender Forms may be obtained from the address as mentioned in column no -4 hereunder, from <u>01/05/2023</u> to <u>16/05/2023</u> on all working days from 10AM to 5:30 PM
4	Address for submission of Bid	OS Department, Life Insurance Corporation of India, JAIPUR Divisional Office, Jeevan Prakash, Circle, Bhawani Singh Marg, JAIPUR-302005 Ambdekar
5	Papers to be submitted	Bidders to put the following documents in a sealed envelope superscribed as "TECHNICAL BID"(marked as Envelope no -1) Photocopies of the supporting documents as mentioned in tender Document, (i)- FORM of Technical bid-Annexure A (ii)- (iii)Details of Client-ANNEXURE B (iv) MAF -ANNEXURE C (IF Available) (v)- Undertaking -ANNEXURE D (vi)-Terms & Conditions of Tender -ANNEXURE -E (vii) GST particulars ANNEXURE F (viii)-Earnest money deposit(EMD) (ix)-Tender fee (x)-If registered under NSIC or MSME, please attach latest valid copy FINANCIAL BID-ANNEXURE -G (TO BE SUBMITTED IN A SEPARATE ENVELOPE MARKED AS ENVELOPE NO-"2"), SUPERSCRIBED AS " FINANCIAL BID"
6	Submission of Bid Date &Time	Tenderer should put together sealed Envelopes superscribed as " TECHNICAL BID" & "FINANCIAL BID" as above in a SEPARATE LARGE sealed envelope Superscribed as <u>Tender NO-2 dated 01.05.2023</u> " LIMITED TENDER FOR PURCHASES/REFILLING THE MEDIA ITEMS." on or before 16/05/2023
7	Technical Bid Opening Date&Time	The Technical Bids will be opened By the Tender opening committee on 17/05/2023 at 11.30 AM. The concerned Firm/Co. may send one representative to witness the proress at the address mentioned above.
8	Financial Bid	The financial bid will be opened on a later date which will be intimated separately to technically qualified bidders on their mobile no. only
9	Contact Details	Ph no 0141-2745829,2745832,2745828 email id: os.jaipur@licindia.com
10	Official Website(URL)	This tender documant can be downloaded from our website www.licindia.in, go to "Tenders" and click link" LIMITED TENDER FOR PURCHASES/REFILLING THE MEDIA ITEMS."

In case of any change in the schedule whatsoever,the same will be displayed on our website as above.


Sr.Div.Manager



TECHNICAL BID		ANNEXURE -A
S NO	INFORMATION REQUIRED	INFORMATION PROVIDED
1	Name of the Firm(In block letters)	
2	Registration no. If any enclose photocopy of certificate)	
3	Correspondance Address and telephone no and e mail id	
4	Address of Head office , if separate, Telephone no e mail id	
5	Status of firm, Proprietary/Partnership/Private Ltd. Company/Public Ltd. Company	
6	Name of the Partners/Directors	
7	Name of the Key person with his present address with contact numbers.	
8	Name of the Representatives with designation & contact numbers, who would be attending our jobs.	
9	Details of the Demand Draft payable at Jaipur to be enclosed in the form downloaded from website	
10	Name of the Bankers with address & telephone no, IFSC Code& A/C no(submit cancelled cheque)	
11	PAN No. of the Firm (Please enclose photocopy)	
12	GST No. of the Firm(Please enclose Photocopy	
13	Details of the other registration with any other Govt. authority	
14	State the income tax assessed year and amount of tax assessed(copies of last 3 years IT Returns(2019-20, 2020-21 & 2021-22 or 2022-23 if submitted) to be enclosed	
15	Turnover for last 3 Fin.Years (Self attested copies to be enclosed)	
16	Details of the AMC for refilling the media items to any other office of LIC of INDIA/Prestigious PSUs (Please fill annexure-B)	
17	Is the Firm/ Company is registered for Micro and Small enterprises(MSE)with Director of Industries/District Industries Centre as Manufacturing/Service Entreprises or registered with National Small IndustriesCorporation (NSIC) under single point Vendor registration scheme. (YES/NO) If yes submit latest and valid certificate	
18	Have your Firm ever been blacklisted by LIC of India or PSU/BFSI/GOVT./Semi GOVT.deaprtment s in India as on date of submission of Bid	
19	M.A.F. from OEM for year 2021-22,2022-23,2023-24 (YES/NO) If yes submit latest and valid certificate. (Attach certificate as per Annexure-C)	
20	Performance certificate issued by clients in the same nature of work during the last three years. (Enclose attested copy if any)	
<p>(Note- Please fill in the form in legible handwriting or get it typed.If space provided hereIn is insufficient please use a separate sheet duly signed and sealed by the authorised person for each of the question. Forms received as incomplete or with alteration witout due authentication is liable to be rejected without assigning any reason)</p>		
<p>I/Werequest Life Insurance Corporation Of India, Divisional office, Jaipur-1 to consider our bid.We agree to abide by all the eligibility and other terms and conditions and duties of supplier and assure to render the services to the fullest satisfaction of the Corporation. I/We further undertake that our Firm / Company is competent and capable of serving the LIMITED TENDER FOR PURCHASES/REFILLING THE MEDIA ITEMS, as per spcifications provided to us by LIC of INDIA, Div. Off Jaipur-1 ,within stipulated time as desired by them. I/We have no objection if inspection of my/our premises/workshop,shop etc is done by the officials of CORPORATION in this behalf. We also understand that CORPORATION reserves the right to accept ,cancel, alter, add, cancel partially or fully any terms and conditions of the tender. We have gone through the entire tender document carefully and have put our signature and seal after understanding it completely.</p> <p>Place : Date :</p> <p style="text-align: right;">Signature with seal of Firm/ Company</p>		

DETAILS OF EXISTING CLIENTS-ANNEXURE B

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

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

PLACE

DATE

SIGNATURE

SEAL OF THE FIRM/SUPPLIER

Annexure-c

MANUFACTURER'S AUTHORIZATION FORM (MAF)

To,
Chairman, Stores committee.
L.I.C. of India
Divisional Office-I,
"Jeevan Prakash",
Ambedkar Circle,
Bhawani Singh Road,
Jaipur-302005

Dear Sir,

Reg: LIC's RFP No: tender No.2/2023-24 Dt.01.05.2023

We, M/s _____ who are established and reputed manufacturers of _____ having factories/depot as _____ and _____ do hereby authorize M/s _____ (Name and address of bidder) to offer their quotation and conclude the contract with you against the above invitation for the Bid, as one of our Authorized Dealers.

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

Dated at _____ this _____ day of _____ 2023.

Authorized Signatory Signature
Name:
Designation:
Name and Address of the company
Seal of the Company

To be submitted on Company (OEM)'s letter head duly signed by the Authorized signatory of company.

Annexure-D

UNDERTAKING

Ref: OS/TENDER/ LIMITED TENDER FOR PURCHASES/
REFILLING THE MEDIA ITEMS.

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

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

Dated at _____ this _____ day of _____ 2023

Authorized Signatory Signature

NAME:

DESIGNATION:

Name and Address and SEAL OF THE FIRM / COMPANY:

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

Eligibility criteria & Terms and conditions of the Tender

(Please put sign. On each page)

1. The firm/supplier should be having the experience of supply/refilling of items as mentioned in Annexure-G for at least 3 years and should be on the approved panel of at least 1 reputed Institution. (Proof must be enclosed in the shape of work orders of last 3 years AND/OR empanelment letter of firms as per Annexure- B)
2. The firm/supplier should have registration, with state and local authorities.
3. The Supplier/Vendor should be authorized Dealer/Partner/Manufacturer for respective items. Manufacturer Authorization Form (MAF) from OEM specifying that the Dealer/ Vendor has been authorized to supply consumables of Media items. (Original MAF as per the annexure C duly signed and stamped ,should be submitted on OEMs letter head). The MAF should be signed by the Authorized signatory. LIC will be at liberty to refer any MAF to OEM to confirm the authenticity of the MAF. In case LIC does not receive the necessary confirmation from the OEM, bid will be rejected. The MAF should be valid till validity period of Tender/contract under reference unless revoked by OEM. Without MAF tender quotation will not be entertained.
4. As per Central Government implementation of public Procurement Policy for Micro and Small Enterprises under 2012, the Tenderer registered under Micro & Small enterprises (MSE)/with Director of Industries/District Industries Centre / NSIC registered vendor / dealer will be exempted from EMD Deposit on production/submission of certificate / documents. This exemption is valid only up to validity period of certificate as per Government regulations. In absence of any such document, tenderer shall be considered as not Registered.
5. The rates to be quoted in Annexure-G shall be on F.O.R. basis, i.e. inclusive of Local body taxes, Labour Charges and Transportation expenses. GST as per rules will be extra.
6. The rates shall be valid for one year only from date of acceptance of Tender. The contract can be extended up to further two year or further year basis on mutual understanding of both the parties with same rates and terms and conditions subject to satisfactory services of the vendor.
7. 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.
8. After engaging the services of the firms, if it is found that the services are not rendered to the satisfaction of the LIC of INDIA DO JAIPUR-1 or fail to carry out any instructions issued to him by the LIC from time to time or in the event of any loss/damage being caused to LIC on account of the negligence of the vendor or its employees or vendor commits breach of any covenant or any clause , as mentioned in this tender for any reasons whatsoever, 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 or otherwise, loss/damage/extra costs/incidental expenses whatsoever, to corporation is caused, the firms shall be legally bound to make good the same in monetary term to be decided by Sr.DM, LIC of India, DO-1,Jaipur.

9. Mere submission of the application for tender does not confer the right of Selection.

10. The selection of tender would be without any liabilities from our side.

11. Life Insurance Corporation of India reserves its right to reject, accept or cancel the process at any stage of tender selection without assigning any reason thereof and Life Insurance Corporation of India shall neither be liable nor obligatory to inform the applicant the grounds of any such action.

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. The vendor shall not appoint any sub-vendor to carry out any obligations under the contract.

15. In the event of any dispute or difference arising out of operation of this tender, the same shall be decided by the Sr.DM Life Insurance Corporation of India, Divisional Office JAIPUR-1 whose decision shall be final and binding on both the parties. Any dispute arising out of or relating to this tender shall be deemed to have arisen in JAIPUR and be subject to adjudication of JAIPUR CITY only

16. It may clearly be 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 for that.

17. 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.

18. 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.

19. Tax at source as per the Income Tax Rules applicable from time to time, penalty if any, will be deducted from the payment without any notice to you.

20. No Advance payment shall be made for purchasing refilling/replacement, items.

21. The supplier has to ensure the delivery of material in good condition, duly packed at the address of the Divisional Office within the stipulated period as decided at the time of placing order but not beyond 48 hours from the date of order, failing which a penalty of Rs.200/- per day will be imposed.

22. If any, material supplied falls below the contractual specifications with regard to the quantity and quality, penalty clause (which will be decided by the competent authority on the merit of each case) would be invoked which is part and parcel of the conditions of the tender. In case of any deviation from the contractual specification in quality/brand is detected and reported to supplier then suitable replacement is to be made or defect to be removed by supplier free of charge. The order shall be liable for rejection at the sole discretion of competent authority if desired corrections are not carried out within stipulated time frame or repetitions of same natures are made by the Tenderer.

23. This shall be running contract with an option to increase or decrease the quantity of articles within range of +/-25%. However we reserve the right not to give complete order as specified in the tender or we may place repeat order Mly/ Bi-Mly/ Qly/ Hly in the same month in office exigencies in certain order.

24. 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.

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.

Sign..... Place.....date.....

Name & designation..... (With seal of firm/company)

Contd....

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

We agree with all terms and conditions of the tender.

Sign..... Place.....date.....

Name & designation..... (With seal of firm/co.)

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

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

FINANCIAL BID

ANNEXURE : G

S. N O.	NAME OF ITEM	NEW/REFILL	MAKE	APPROX. QTY. REQ.	Rate per piece (without-GST) in Rs. (Figure)	Rate per piece (without-GST) in Rs. (Words)
1	Line printer ribbon Printronix P7000	NEW	Part 259885-104/27.94 mm*54.864 mtr.	50		
2	Line printer ribbon tally Genicom 6600/6800	NEW	Part 255661-104/27.94 mm*54.864 mtr	100		
3	Epson dmp ribbon (OEM)	NEW	LQ 1310 12.7*15 mtr.	1500		
4	Epson dmp ribbon (Compatible)	NEW	LQ 1310 12.7*15 mtr.	500		
5	Epson dmp print head	NEW	LQ 1310	20		
6	Ricoh cartridge (OEM)	NEW	SP200	20		
7	Ricoh cartridge (compatible)	NEW	SP200	50		
8	Epson Inkjet printer ink	NEW	M1170 (120ML) 005	150		
9	Epson Inkjet printer ink	NEW	M100 (140ML) 774	30		
10	Mouse pad	NEW		100		
11	DMP stand	NEW		100		
12	Ricoh cartridge (with chip)	REFILL	SP200	200		
13	DMP Print head repair	REFILL	LQ1310	50		
14	DMP ribbon	REFILL	LQ1310	4000		
15	Line printer ribbon Printronix P7000 with chip	REFILL	Part 259885-104/27.94 mm*54.864 mtr.	50		
16	Line printer ribbon tally Genicom 6600 with chip	REFILL	Part 255661-104/27.94 mm*54.864 mtr	50		
17	Line printer ribbon tally Genicom 6800 with chip	REFILL	Part 255661-104/27.94 mm*54.864 mtr	50		

I certify that I have carefully read all the terms & conditions as mentioned in Annexure 'E' and elsewhere in the tender document. I undertake to abide by these conditions. In case of any difference between figure & words of the rate quoted, the rate quoted in the words will be final and binding. Rate quoted must be excluding GST but including all taxes at local level if any.

Signature with seal of Firm/Co.

PRE CONTRACT INTEGRITY PACT

General:

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on..... day of the month of2023, between, on one hand, the Life Insurance Corporation of India (hereinafter referred to as "LIC") a statutory Corporation established under section 3 of Life Insurance Corporation Act 1956 (XXXI of 1956) and having its corporate office at "Yogakshema" Jeevan Bima Marg Mumbai 400021. (here in after called the "BUYER" which expression shall mean and include, unless the context otherwise requires, his successors in office assigns) of the First part. And M/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 (Name of the Stores/ Equipment/Item/Service) and the BIDDER/Seller/Service Provider is willing to offer/has offered the stores/services and

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

NOW, THEREFORE,

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

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

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

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

1. Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting on implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage/evaluation stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the "Chief Vigilance Officer" of the Buyer any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract of any other contract with the government for showing or forbearing to show favour or disfavor to any person in relation to the contract of any other contract with the Government.
- 3.3 Foreign BIDDERS shall disclose the name and address of their Indian agents and representatives in India, and Indian BIDDERS shall disclose their foreign BUYERS or associates.
- 3.4 BIDDERS shall disclose the payments to be made by them to their agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/ Integrator/authorized agent of the stores/equipment/items and has not engaged any individual or firm or

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

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

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

6. Independent Monitors:

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

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

- 1) Shri G. V. Krishna Rau, Villa 116, The Retreat, Tharabanahalli, Chikkajala Post, Bangalore-562157. Cell: 9880240080, E-mail id: gvkrishnarau@gmail.com
- 2) Shri Rajni Kant Mishra, IPS (Retd) Ex Director General in BSF B-1801, Amrapalli Sapphire Sector - 45, NOIDA (Uttar Pradesh), PIN - 201303 email address : rkm592002@yahoo.co.in & rkmishra84@gmail.com Mobile No : 97173-28500

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

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

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

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

6.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, LIC and recues himself / herself from that case.

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

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

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

7. Facilitation of Investigation:

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

8. Law and Place of Jurisdiction:

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

9. Other Legal Actions:

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant 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:	<i>Designation</i>		
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.)

DECLARATION FOR WAVING THE EMD AMOUNT.
BID SECURING DECLARATION.

We confirm that if we withdraw or modify bid during the period of validity or if we are awarded the contract and fail to sign the contract or to submit a performance security before the deadline defined in the request for bid/request for proposal document, we will be suspended for the period of time specified in the request for bid/request for proposal document from being eligible to submit Bid/Proposal for contracts with the Procuring Office /Department.

Authorized signatory signature

Name :

Designation :

Name and address and SEAL of the firm/company.