TENDER NOTICE **Date: 29.09.2016**

Open Tender for Printing of House Magazine 'Yogakshema' for two year contract
Commencing from December 2016 to November 2018

Tender Enquiry No.Stores/CC/16/08/2016

Sealed Tenders are invited from Registered, Experienced and Reputed Firms having their Printing Press in Mumbai & Thane area, under two bid system i.e Technical bid and Commercial bids and subsequent reverse auction event for printing of Yogakshema Magazine on Two years Contract for 24 monthly issues.

The Specifications are as under:

JOB : Two years Contract for Printing of '**YOGAKSHEMA'** – House Magazine of Life Insurance Corporation of India. This House Magazine for any given month contains matter in two languages viz. Hindi and English as per the specifications given by Corporate Communication Department, Central Office, Mumbai.

SIZE : 11" x 8.5" – Closed
11" x 17" – Open

QUANTITY : Around 84,631 copies for every monthly issue, with variation of +/- 10%
Instructions for printing will be given by Corporate Communication Department, Central Office Mumbai every month before actual printing.

PAGES : **Cover** - 4 pages
Inside Pages (approx.) - 56 pages
English & Hindi Sections will be printed equivalent & suitable font type.

Inside Colour Pages includes Centre Spread, Photographs & text pages which will be printed on 100 GSM Indian Art paper in 4 colours.
The centre spread will also have gatefold poster page of size: 22" x 17".
(4 pages back to back printing)
The number of inside pages in any given issue may vary including centre spread.

COLOUR : Cover page printing (1, 2, 3 & 4 pages) in 4 colour
Inside Pages printing (56 pages) in 4 colour
(Consisting of Centre Spread, Photographs & Text Pages)

SPECIFICATIONS :

	Paper	GSM	Brightness %	Smoothness (Gurley) Sec/50ml	Opacity %	Gloss	pH Factor
Cover Paper	Indian Art Paper With Gloss finish	170	87+	300+ /-50	98 Min.	30 to 45	6.5 to 7.0
All Inside colour Pages	Indian Art Paper With Gloss finish	100	87+	300+ /-50	92 Min	30 to 40	6.5 to 7.0

PRINTING : The printing shall be done by Offset Process.

a) COVER

Printing on cover page shall be done on 170 GSM Art Paper as per the artwork, which will be supplied by Corporate Communication Department for each issue. All cover pages will be printed in 4 colour.

b) ALL INSIDE COLOUR PAGES

Inside colour pages including centre spread, photographs and text pages shall be printed on 100 GSM Art Paper in four colour. The centre spread will also have gatefold poster page (Size: 22" x 17"). The artwork of the Poster will be supplied by Corporate Communication Dept. The English & Hindi Sections will be printed equivalent & in suitable font type. Printed matter may also include some tabular matter. Illustrations will have to be provided by the printer. Necessary line work has to be done at printer's end. All inside pages will be printed in 4 colour. The number of inside pages in any given issue may vary including centre spread.

TYPESETTING : Typesetting and layout to be done by the Printer, as per instructions given by Corporate Communication Department, Central Office, Mumbai

PINNING : Magazine has to be centrally pinned at 2 places.

MATTER : Matter for printing will have to be collected by the printer from CC Department on daily basis. The Proof reading is to be done by the printer and only approval of final proof and layout will have to be obtained from Corporate Communication Department before starting the printing. The complete printing job must be over and the copies must be ready for dispatch within four days from the date of final approval.

FACILITIES TO BE PROVIDED BY THE PRINTER :

Interested Printer who wish to quote for the job of printing of House Journal "Yogakshema" for a period of two years i.e. for 24 monthly issues, commencing from **December 2016** should provide following facilities:

1. Updated & compatible printing technology.
2. Qualified proof-reader, both in English and Hindi, other than computer operator having command over Corel Draw, Page Maker, adobe illustrator, Photo-shop and English and Hindi languages
3. In house Hindi translation facilities
4. Latest software in designing and should provide us services like supplying images, clip art and contents (articles) if required.
5. In house CTP machine which consumes less time to prepare positives
6. Qualified Liaison Personnel with adequate knowledge of printing technology.
7. The printer should compulsorily send their personnel with laptops on the final days of every issue to our premises for expediting the process. Name and contact No of the concerned personnel to be furnished in the format enclosed.
8. CDs and Pen Drives to be provided by the Printer for transfer of Material.
9. Minimum three proofs have to be provided, of which two must be in colour prints.
10. In house DTP Unit with sufficient people for facilitating the services like designing, pages layout, photo scanning creative art, photographic retouching, preparing illustrations for articles and editing facilities. Name, contact number and qualification of two DTP Operators who are handling the 'Yogakshema' matter should be furnished in the format enclosed. In case there is change in the operator during period of contract, it is to be with prior information to CC Dept., CO
11. Printer should provide **"Yogakshema" Magazine in PDF format** after the completion of issue.
12. The printer has to mail the issues at the concessional rates provided by the postal authorities as per instructions of Corporate Communication department.

DESPATCH SCHEDULE: The printer has to mail the issue from the post office specified by the postal department on specified dates. At present 13th,14th & 15th of each month has been specified, i.e. "Yogakshema" issue for the month of December 2016 has to be dispatched on 13th & 14th of December 2016 and so on. If the printer fails to post the issue on scheduled dates, the printer is liable to make good the loss to the Corporation. Necessary penalty for delay in dispatch, as per tender **condition No. 14** of the terms and conditions enclosed [**Annexure B**] will become liable in such case.

In addition to above, the Printer will have to provide for;

1) Data Entry: Per month on an average

Rate for data entry for on an average 1100 entries per month for New subscription/Change of address/Renewal/Undelivered Magazines

The existing file and the relevant programmes od data entry, printing of stickers etc. will be handed over to printer on appointment of printer.

2) **<u>Names of Two DTP Operators</u>** : Printer to provide names of two DTP Operators who are expected to handle Yogakshema work and contact details and their qualifications should be informed to us. In case there is change in the operator during period of contract, advance intimation to that effect should be given to Corporate .Communication .Deptt,C.O. Name of Personnel who will be handling the laptops on the final day of every issue, should also be furnished.

3) Preparation of Print File:

Preparations of print file by the printer for printing stickers/labels after all the data entries are over. The concerned staff of printer will be trained by our Corporate .Communication Department. Name and contact number of the staff deputed for the said job should be intimated to Corporate .Communication Department. **The printer can contact Corporate Communication Department, to get to know the nature and quantum of the work involved**. The payment will be made on pro-rata basis for actual number of entries made. For new/change of address and renewal of existing subscription, the printer should give details to our Corporate Communication Department, the number/list of data entries made by them and the bill will be paid on pro-rata basis on the actual data entries made, at the agreed rate.

4) Printing of Address Stickers:

Individual magazine should be packed in polythene envelope, to be provided to you by Corporate Communication Department, Central Office. The Printer will be required to carry out printing of addresses on stickers to be pasted on the Envelopes. It will be the printer's responsibility to arrange for the stickers' stationery and label (Specimen may be obtained from Corporate .Communication Department). The Size of the Label for addresses should be 4" x 2". The ink of the sticker should be dark and sticker should be legible.

5) Pasting of address stickers on envelopes:

Each Magazine should be packed in polythene envelope to be provided to you by Corporate Communication Department, CO, Mumbai. Pasting of address on the polythene envelopes will have to be undertaken by you.

6) FRANKING ON ENVELOPES & MAILING:

The printer has to arrange for the franking of appropriate postage value, on the polythene envelopes and then hand over the lot to the specified Post Office. The franking and postage will be directly payable by LIC of India, Corporate Communication department, Central Office to the Post Office, on receiving the invoice from them. Necessary authority for franking on our behalf will be given by LIC of India, Corporate Communication department, Central Office to the printer.

GENERAL TERMS AND CONDITIONS

a)It shall be your responsibility to ensure that the printing and supply of Yogakshema magazines are executed as per our specifications in the tender. Any failure on your part in adhering to our specifications and time schedule leading to inferior quality and / or delayed supplies shall attract compensation for damages caused to the image and goodwill of the Corporation in the market. Further, in that event, LIC may decide to delete/debar/blacklist the concerned printer and the decision will be final and binding on all concerned printers, as per the terms and conditions enclosed as per **Annexure B**

b) Interested Printers will have to submit an amount of **Rs.3,50,000/- (Rupees Three Lakhs fifty thousand Only)** towards Earnest Money Deposit (EMD) at the time of submission of Tender document by way of Demand Draft / Banker's Cheque in favour of **"L.I.C. of India"** payable at **Mumbai.** Quotations received without EMD will be considered technically disqualified.

Interested Printers will be required to submit non refundable Tender Fees of **Rs. 500/- (Rupees Five Hundered Only**)in the form of Demand Draft payable in favour of Life Insurance Corporation of India, Mumbai, along with their application form. Applications received without Tender Fees will be disqualified

b1) **If your firm is registered with District Industries Centre or registered with National Small Industries Corporation, you are required to submit necessary valid document to claim the applicable exemption from payment of Tender fee and Earnest Money Deposit.**

c) Successful Printer will have to submit a Bank Guarantee of a Scheduled Bank of an amount to the extent of 10% of total order value within 15 days from the date of placing order. The Bank Guarantee must be of a Scheduled Bank and should be valid up to **30th December, 2018.** The Bank Guarantee will be released after settlement of the bill of last issue, i.e. after settlement of bills pertaining to November, 2018 issue.

d) Earnest Money Deposit of the successful printer will be refunded without any interest on submission of Bank Guarantee of the requisite amount. The EMD of unsuccessful Printer will be refunded without any interest within 30 days from the date of finalizing the Order.

e) Submission of Quotation will be construed as acceptance of all terms and conditions mentioned in our enquiry. Once the quotation is submitted, no Printer will be allowed to withdraw for whatsoever may be the reason. If any Printer withdraws after responding to our printing enquiry, EMD of that Printer will be forfeited. If after placing the Order with the successful Printer and receipt of Bank Guarantee from the successful Printer, the Printer withdraws from doing the allotted job, in such case Corporation reserves the right to invoke the Bank Guarantee and deduct necessary amount, as may be required to replenish the loss to the Corporation due to allotment of job to other Printer. In such case, LIC of India may also blacklist the printer as per the tender **condition No. 12**. of **Annexure-B**

f) It may be noted that printing of "Yogakshema Magazine" is a prestigious job and hence printing excellence is of prime importance. The issues are to be brought out in close co-ordination with Corporate Communication Department. Instructions given by Corporate Communication Department, Central Office, Mumbai in the matter of proofs, printing time schedule etc. will have to be strictly adhered to and any deviation in this regard will be viewed seriously and will result in invoking penalty clause as per our terms and conditions.

g) During the period of the contract, no additional payment of whatsoever nature, over and above the rate quoted by you, will be made except in case of any additional levy made either by the Union Government or the Maharashtra State Government or a local body on account of revision in excise duty, Sales Tax, General Tax and Octroi etc.

Period of contract : Two Years i.e. for 24 monthly issues commencing from

December 2016 to November 2018

h) The period of contract is for two years i.e. for 24 monthly issues, commencing from **December 2016 to November 2018.** However, at the end of the said period, **if required**, the contract may be reviewed and continued **with or without amendments on a mutually agreed basis for additional three monthly issues.** In case no fresh contract for the additional issues (if required) is made, between the parties to the contract, the existing contract will be deemed to expire at the end of the term as aforesaid, viz. after the completion of the printing of 24 monthly issues – i.e. after printing of November 2018 issue. Notwithstanding, what is stated herein above, if the circumstances warrant, the Corporation also reserves the right to terminate this contract even during the contract period by giving **15 days** advance notice in writing.

i) The Terms and Conditions attached along with this enquiry, is also a part and parcel of this enquiry. [Annexure B]

1) Two duly filled in envelopes marked as Technical Bid [Annexure C] and Commercial Bid [Annexure D] should be sent in a sealed cover clearly mentioning type of BID super scribed as **"Tender for Printing of the Yogakshema Magazine"** and should be addressed to:

The Secretary (OS),
L.I.C. of India, Central Office,
'Yogakshema', OS/P&S Department,
4th floor, West Wing, Jeevan Bima Marg,
MUMBAI – 400 021

Quotations complete in all respect should reach us on or before by **2.30 p.m**. on **25th October 2016**

Quotations received after due date and time will not be considered. Technical Bids received will be opened at **3.00 p.m**. on **25th October, 2016**

2) A pre-bid meeting of the interested bidders will be held on **6th October , 2016 at 2:30 p.m.** at the following Venue.

4th FLOOR CONFERENCE HALL
LIFE INSURANCE CORPORATION OF INDIA,
CENTRAL OFFICE, EAST WING,
YOGAKSHEMA, JEEVAN BIMA MARG,
MUMBAI – 400 021.

Executive Director (E&OS)

ANNEXURE 'A'

Conditions for printers desirous to submit quotes for printing of Yogakshema Magazine :-

1) The Printer should be reputed and experienced firm/company having their Printing Press in Mumbai & Thane area.

2) The company should have a valid factory License. (copy of License must be enclosed)

3) The printer should be in profession of printing for minimum 5 years. (Copy of Registration Certificate must be enclosed).

4) Printers / Firms situated in Mumbai and Thane area may apply. Applications received from printers located beyond this jurisdiction will not be considered.

5) Tenders for printing of Yogakshema Magazine are invited from the Printers having Annual Turnover of Rs 5 crore in any one of the 3 preceeding financial years, (Attach copies of P&L Account and Balance sheets for last 3 financial years)

6) The printer should have worked in Mumbai for at least **3 Public Sector or Govt. Undertakings** or both during last 3 years (attach order copies).

7) The printer should have at least **two 4-colour offset machine or One 4 colour and 2 Two colour offset machines**

8) The printer desirous to apply should have capacity to do all types of related jobs **in-house,** i.e. Stitching, Pinning and Binding Unit

9) The printer should have registration with State/ local Authorities for undertaking the profession. (Copies of the local registration to be enclosed).

10) The printer should have 5000 sq ft minimum area of operation for printing, Binding, storage, etc. either owned and/or rented.
(Proof to be submitted – either Municipal Certificate in case of owned property or lease agreement for the rented property).

11) The printer desirous to apply the above job should submit the copies of their I.T. Returns for last 3 years.

12) The Printer should comply with the provisions of Child Labour Act. The printer will be required to submit an Affidavit in compliance with this Act.

13) The printer should have necessary tie up/ collaboration or in house facility for franking the postage and mailing at the GPO.

14) The printer should have in-house Hindi Translation unit (English to Hindi), independent DTP Section and independent in-house CTP.

15) The Printer desirous to apply should have capability to print the magazine in Bilingual i.e. Hindi and English

16) Further, the printers who have been blacklisted by any office of LIC of India need not apply for the same. Their bids will not be considered.

(**Kindly submit a declaration that the printer is not blacklisted by any office of LIC of India)**

17) Interested Printers will have to submit the tender in two parts i.e Technical Bid and Commercial Bid. The bids must be submitted in separate envelopes clearly specifying the Type of Bid and super scribed as "Tender for printing of the Yogakshema Magazine". Both, the technical and commercial bids should be kept in one envelope super scribed as Tender for printing of the Yogakshema Magazine" Ref: Enquiry No..Stores/CC/16/08/2016. The Commercial Bids of only those Printers will be opened who will be successful in the scrutiny of the Technical Bid.

18) **Successful printer will be decided on the basis of results of Reverse Auction to be conducted after opening of the Commercial bid.**

19) **If the bidder is found technically successful and after opening of the Commercial Bid if invited for participation in the Reverse Auction event, it is mandatory to participate in the Reverse Auction Event failing which the bidder will be black listed and EMD will be forfeited.**

20) Printers should submit full details as required in the Technical and Commercial Bid Annexure. Incomplete Annexure or not answering the same as per the specification will be summarily rejected.

21) Interested Printers will be required to submit non refundable Tender Fees of ` Rs.500/- **(Rupees Five Hundred Only)**in the form of Demand Draft payable in favour of Life Insurance Corporation of India, Mumbai, along with their application form. Applications received without Tender Fees will be disqualified.

22) Interested Printers will be required to submit an amount of **Rs.3,50,000/- (Rupees Three Lakhs fifty thousand Only)** towards Earnest Money Deposit in the form of Demand Draft/Bankers cheque payable in favour of Life Insurance Corporation of India, Mumbai, along with their application form. Applications received without EMD will be disqualified

23) Successful bidders after Reverse Auction will have to submit stamped Integrity Pact as per the format enclosed.

ANNEXURE 'B'

TERMS AND CONDITIONS OF THE TENDER

1. The tender should be dispatched so as to reach this office on or before the due date & time specified.

2. Each page of the offer should be signed by the tenderer.

3. Quotations should be sent in a sealed cover super scribed with the reference number of tender enquiry and due date of opening. Both, the technical and commercial bids should be kept in one envelope super scribed as "Tender for printing of the Yogakshema Magazine" Ref: Enquiry No:.Stores/CC/16/08/2016.

4. Please note that your offer should be kept open for minimum 90 days from the due date.

5. Please note, the description and specification of printing carefully and your offer should be in accordance with the same.

6. Wherever detailed specifications are not given for the printing, it will be presumed that the material of highest quality is offered.

7. All samples of paper should bear clearly the specifications like quality, size, weight, etc. on the sample itself and should be certified by the tenderer by his signature and affixing his office seal.

8. Offers subject to conditions, 'like subject to prior sale', 'subject to availability of stores' or with similar conditional offer, will be subject to rejection on technical ground. Please note that any conditional offer will be termed as technically disqualified.

9. All deliveries must be made as per our instructions.

10. No alterations either in quantity or quality of the items indented or in the period of execution or enhancement in the rate shall be allowed, unless previously ratified by the Corporation in writing.

11. If after the delivery of issue, it is observed that the issues supplied do not conform to the specifications, such supply may be rejected at the printers cost who will have to supply the issues exactly according to specifications and in the event of non-compliance with this condition, the Corporation shall be at liberty to take such action as it may decide to be warranted, in addition to reimbursing the Corporation of such additional cost as may be incurred by it in getting printed it from other printers. Further, in that event Corporation reserves the right to blacklist the printer.

12. In case of failure to deliver the issues on or before the specified date/s, the printer at default shall be liable to make good any loss or damage that the Corporation may suffer due to such default as shall be called upon to pay to the Corporation, liquidated damages as provided under Clause 14, herein under. In addition, the Corporation also reserves the right to blacklist the printer for not executing the allotted job and for causing damage to the image and goodwill of the Corporation.

13. In case of printing work, if it is found that the Press is unable to complete the job after submission of two consecutive proofs or if it is found that the Press is unable to carry out the instructions given, the order may be withdrawn by the Corporation, in which case the Corporation shall not be liable for payment of damages or compensation but the Press shall in such an event be liable to make good any extra charge that the Corporation may incur in getting the job done by another Press as per Clause No. 11 above. In addition, the Corporation also reserves the right to blacklist the printer for not executing the allotted job.

14. If the Press/Supplier fails to comply with the provisions of Clause regarding the delivery on or before the specified date or within such extended time as the Corporation may grant at its discretion or in case the Press/Supplier fails to comply with the provisions of any other Clause, it shall pay to the Corporation, liquidated damages at the rate of ½% of the outstanding order value for a particular issue for every week or part thereof of delay (subject to a maximum of 7½ % of the outstanding order value for a particular issue). Such sum will be construed as and taken as liquidated damages and not as penalty, and the Corporation shall be at liberty to deduct such sums from any monies due to the Printer/Suppliers under these presents or may otherwise recover the same separately.

15. The Corporation also reserves the right to blacklist the printer / supplier in case of failure to undertake the job, after placing the order at the quoted rate.

16. No advance payment will be made till the order is fully executed except that the Corporation may, in a particular case stipulate that payments will be against partial deliveries, in which case such partial payments will be made.

17. **The technically successful bidders will be invited for Reverse Auction, whereby rate bid will be invited. It is mandatory for the technically successful bidders to have a valid digital signature for the purpose of participating in the Reverse Auction. The technically successful bidders should ensure that Digital Signature for the purpose of Reverse Auction event is arranged well in advance i.e. before the date of Reverser Auction Event. Bidders invited for Reverse Auction will have to adhere to the terms and conditions and business rules prescribed for participation in the Reverse Action proceedings and will be required to send us the signed copy of the terms and conditions of Reverse Auction event, as a token of their acceptance, within the stipulated time. Participation in the Reverse Auction will be subject to receipt of signed copy of terms and conditions from the technically successful bidders. The technically successful bidders will be required to execute all the required documents for the reverse auction, if any, as per the stipulation, as and when necessary. Reverse Auction based on L1 rate shall be mandatory process in which all technically qualified bidders, who are invited for Reverse Auction shall participate, failing which the bidder may be black listed & EMD will be forfeited.**

18. Any dispute arising out of or relating to this tender shall be deemed to have arisen at the headquarters of the Corporation's Office placing the order and shall be subject to adjudication by a Court in that City.

19. Issues rejected after the receipt will have to be taken by the printer at their risk and cost.

20. The Corporation reserves the right to reject any offer in part or full without assigning any reason.

21. Any tender not in compliance with the above terms and conditions and the specifications sheet will be liable to be rejected.

TECHINCIAL BID CONSISTING OF 3 PARTS – ANNEXURE -C

PART - 1

Sr No	**Particulars**	
1	Name of the Press (in block letters)	
2	Date of Establishment / Incorporation:	
3	Address & Telephone No. e – mail of the Printer **(**In case of multiple units, details for every unit Should be furnished separately)	
4	Address and Telephone Number of Office (If separate) :	
5	Address and Telephone Number of the Godown (If separate) :	
6	Status: Whether Proprietary / Partnership / Private Ltd. Co. / Public Ltd. Co.	
7	Names of Proprietor/ Partners / Directors:	
8	Names of Chief Executives with their :Present addresses & Telephone Nos. (Landline and Mobile)	
9	Names and Phone Nos. of Representative (s),indicating designations who would be : calling on us & attending to our jobs	
10	Names of Bankers with addresses & Telephone Nos.	

11	Is the Press registered under the Factories Act ? **(submit copy of the documents)** If so, state –		
	Date of Registration		
	License No.		
	Date of last renewal of License:		
	Validity of License up to:		
12	Is the Press Registered under the following? **(Submit copy of below mentioned document)**		
	Shop & Establishment Act		
	Sales Tax Registration No		
	VAT Registration No:		
	Central Sales Tax Registration No		
	Permanent Account no:		
	ESIS No. (if any)		
	EPF Registration No		
	ECC No. if registered under Excise		
13	State the latest income tax assessed year & the amount of tax assessed. (**Copies of I.T. Returns for last 3 yrs. to be attached)**		
14	Mention the Annual Turnover of the firm for the last 3 financial years **(copies of P&L A/c. and balance sheets during last 3 years to be attached)**	**Year**	**Annual Turnover**
15	Whether all the Statutory requirements as directed by Government authorities are fulfilled ?		
16	Business Premises : (a) Whether owned or rented :		
	(b) Area in Sq. ft. of		
	Office		
	Press		
	Godown:		
17	a] Whether your firm belong to the category of Micro, Small enterprises as defined in the “Micro, Small Enterprises Development Act, 2006 “ If yes ,specify the category of Micro, Small Enterprises and whether the enterprise is in manufacturing or service industry		

	B]Whether registration by filing entrepreneurs memorandum part –II ,with the respective District Industries Centre has been done OR is registered under Single Point Registration Scheme of NSIC? If yes then the Entrepreneur memorandum Number is to be mentioned and copy of Acknowledgement of Entrepreneurs memorandum –II AND/OR Single point registration certificate to be submitted.	
	C] Whether the MSE is owned by SC/ST entrepreneurs and if so , attested true copies of **SC/ST Certificate issued by the District Authority to be submitted**	
18	Total No. of Permanent Employees 1. Skilled	
	2. Unskilled	
19	Number of shifts you work normally	
	Timings of Shifts	
	Weekly Holiday	
20	Name of the offices of LIC of India whose printing work you might have undertaken during the last 3 years with short description of work done (Enclose order copies	
21	Names, Addresses and Telephone Nos. of six of your most valued Clients	
22	Has your press been blacklisted by any office of LIC of India? (If yes, give details)	
23	Submit samples of 100 & 170 GSM Art paper A4 size. (5 sheets each)	
24	Whether you have in house Hindi Translation unit (English to Hindi) - **Compulsory**	

PART II : TECHNICAL INFORMATION

1. Particulars of composing facilities:-

   a) D.T.P. SYSTEMS:

Make	Packages	Languages	Other features, if any

2. Particulars of scanning machines being used:-
   (Make and year of purchase):

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3. PRINTING MACHINES :

   a) Offset Machines :-

Make	Size	Colour	Speed	Other features, if any

   b) Web Machines, if any

4 Particulars of Positives and Plate-making facility:

5. BINDING & FINISHING :

   a) Cutting Machines :-

Make	Size of Blade	Hand / Power Driven

6. Do you have independent DTP Section?

7. Do you have independent in house C.T.P.?

Certified the above particulars are true and correct.

Date : ______________

____
Signature of the Authorized Signatory
with Seal of the company

PART -3 – ADDITIONAL INFORMATION

Sr. No.	Description	Offered by the Printer
1	Name and contact no. of operator handling the data entry job, print file for address, stickers, etc..	
2	Name, Contact number and qualification of two DTP Operators	
3	Name and Contact number of personnel handling laptop on final days of issue, and who will visit our office, as mentioned above	
4	Whether updated and compatible printing technology available?	
5	Name and contact number of qualified proof reader, well-versed both in English and Hindi languages	
6	Name and contact number of Computer operator having command over CorelDraw, PageMaker, Adobe Illustrator, Photo shop and good command over English and Hindi languages.	
7	Whether latest software in designing available and whether services like supplying image, clip art and contents, if required, are available?	
8	Name and contact number of Liaison personnel with adequate knowledge of printing technology.	
9	Whether agreeable to provide CDs/Pen drives for transfer of material	
10	Whether agreeable to provide Yogakshema Magazine in pdf Format after completion of issue.	

Date:

Place: Signature with seal

Commercial Bid for Printing of Yogakshema Magazine -- Annexure D

Sr. No.	Description	Rate (excluding taxes) to be quoted for lot of 84631 copies with +/- 10% Variation
1	**Rate for printing one page of Cover page**. Cover page (Total 4 pages back to back) to be printed in four colour on 170 GSM Indian Art Paper with Gloss finish	
2	**Rate for printing one page of Inside Pages** Inside Pages (56 pages including centre spread, photographs & text pages) to be printed in four colour on 100 GSM Indian Art Paper with gloss finish	
3	Rate for printing on full gate fold poster page (size : 22' x 17")	
4	Additional charges, if any, for the printing of addresses including sticker's stationery, pasting of address sticker labels, handling charges for franking on envelopes supplied by CC Dept., inserting the "Yogakshema" Magazine copies in envelope, rate for data entry for approx 1100 entries per month for New subscription/change of address/renewal/undelivered magazine **(Franking & Postage will be directly payable by LIC of India, CC Dept. to the Post Office on the basis of invoices of Post Office)**	
5.	Taxes to be specified separately in %, also VAT if any	

Date:

Place: **Signature with seal**

Annexure - E

Format of rates to be called through Reverse Auction Event to be conducted

(1)	(2)	(3)	(4)
Rate for Cover page + Poster + for printing of addresses including sticker's stationery, pasting of address sticker labels, handling charges for franking on envelopes supplied by CC Dept., inserting the "Yogakshema" Magazine copies in envelope + rate for data entry for an average 1,100 entries per month for New subscription/Change of address/Renewal/Undelivered Magazines	Per page rate for inner text pages considering 56 pages per booklet	All Taxes including VAT, if any	Total cost (1) + (2) + (3) L1 will be decided on this cost

- For deciding the successful bidder on the basis of rates submitted, we have considered number of text pages 56. If in actual there is any increase or decrease in no. of pages, the payment will be settled on pro-rata basis.
- The L1 bidder will be decided as given above, as a result of Reverse Auction Event.

PRE CONTRACT INTEGRITY PACT

General:

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on…………………. day of the month of …………………..201 , 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. (hereinafter 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" 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) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER 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 at a competition price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERs 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:-

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, 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 appropriate "CVO" 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 officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

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) /Provision of corruption (PC) act .Further 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 employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in section 6 of the Companies Act 1956.

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.

4. <u>Previous Transgression</u>

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 incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

<u>5. Earnest Money (Security Deposit):</u>

5.1 While submitting commercial bid, the BIDDER shall deposit an amount Rs……………………. (to be specified in RFP/Tender) as Earnest Money as applicable/Security Deposit, with the BUYER through any of the following instruments:

(i) Bank Draft of Pay Order in favour of LIC.

(ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

(iii) Any other mode or through any other instrument (to be specified in the RFP/Tender).

5.2 The Earnest Money /Security Deposit shall be valid up to the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, which ever is later.

5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of sanctions for Violation shall be applicable for 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.

5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations:

6.1 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 recover all sums already paid by the BUYER, and in the case of an Indian BIDDER with interest thereon at 2% above the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% above the LIBOR (London Inter Bank Offer Rate). If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) 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.
(vi) 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/recission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
(vii) 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.
(viii) 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.
(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
(x) 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.
6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) 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.
6.3 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 convulsive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes this Pact.

7. Fall Clause:

7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems/items or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems/items was supplied by the BIDDER to any other Ministry/Department of the Government of India or PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. Independent Monitors:

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

Name address of the Monitor(s):

- ……………………………………………………………………………………………………
- …………………………………………………………………………………………………….

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

8.3 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 /Contractor as confidential.

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

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the Authority designated** by the BUYER.

8.6 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.

8.7 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 participates in such meetings. **8.8** The Monitor will submit a written report to the designated authority** of BUYER /Secretary in the Department/ 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.

9. 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.

10. Law and Place of Jurisdiction:

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

11. 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.

12 Validity:

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract. **12.2** 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.

13. The parties hereby sign this Integrity Pact at…………………on…………

BUYER BIDDER Name of the Officer: CEO Designation Deptt./MINISTRY/PSU

Witness

1…………………………………… 1………………………………….

2……………………………….. 2…………………………………..

(* Provisions of these clauses would need to be amended/deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.)

(** Please specify the "Name of Authority" in place of "Authority Designated" wherever mentioned in the Agreement)