

Annexure-E

Terms and conditions of the Tender

(Please put sign. On each page)

1. The firm/supplier should be having the experience of printing/supply of items as mentioned in Annexure-F for at least 3 years and should be on the approved panel of at least 3 reputed Institutions. (copy of proof must be enclosed in the shape of work orders of last 3 years as per Annexure- B)
2. The firm/supplier should have registration with state and local authorities for undertaking the profession (copies of proof to be enclosed)
3. Minimum annual turnover of the Firm/ Company should be Rs 5000000/- (FIFTY LAKHS) certified by Chartered Accountant and above during last three years and experience of having executed an order of one PSU/ Govt./reputed pvt firm/company worth Rs.5 (FIVE) LAKHS and above for any one of the last 3 years OR Two orders of 3 lacs each in last 3 years, duly certified by the same Chartered Accountant (submission of certificate is must).
4. If the contracted amount exceeds Rs.10 lakhs for a period of contract (01 Year) the tenderer have to deposit 10% security deposit on the basis of order value. Security deposit will not carry any interest and same will be refunded to the concern printer/vender only after completion of contract. 10% security deposit may be charged/ deducted against bills submitted on specific request of vendor.
5. 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 / printer will be exempted from EMD/Security 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 under DGS&D /NSIC.
6. Annexure-A should be supported with the sample paper of desired categories of GSM and PAPER QUALITY/BRANDS as mentioned in relevant column of Annexure-F ,failing which bid is liable to be rejected without assigning any reason.
7. The tender in the prescribed format (Hard Copy only) should be dropped in the tender box located at chamber of Manager(OS), LIC of India, JAIPUR DO-1 on or before the last date specified. No corrections are allowed to be made in the terms quoted ,subsequently.
8. The rates to be quoted in Annexure-F 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.
9. In work order supply each sheet will contain print line "item name/vendor's name/ month-year of work order/qty"
10. The rates shall be valid for one year only from date of acceptance of Tender. The contract can be extended up to further one year on mutual understanding of both the parties with same rates and terms and conditions subject to satisfactory services of the vendor.

11. 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.
12. 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.
13. Mere submission of the application for tender does not confer the right of Selection.
14. The selection on tender would be without any liabilities from our side.
15. 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.
16. Any dispute arising out of or relating to this tender shall be deemed to have arisen in JAIPUR and be subject to adjudication of competent Court in JAIPUR CITY only.
17. Any tender not complying wholly with these terms and conditions shall be liable for rejection.
18. 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.
19. The vendor shall not appoint any sub-vendor to carry out any obligations under the contract.
20. 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.
21. 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.
22. This agreement may be terminated forthwith if either party becomes insolvent, ceases its operations, dissolves, files for bankruptcy or bankruptcy protection, appoints receivers, or enters into an arrangement for the benefit of creditors, the other party shall have the right to immediately terminate this agreement.
23. Any obligations under this agreement either expressly or by their nature are to continue after termination or expiration of this agreement shall survive and remain in effect.

24. Tax at source 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.
25. No Advance payment shall be made for purchasing items.
26. After the approval of proof of draft, work order may be placed in parts depending upon the requirements during the year.
27. Art work/proof (first/subsequent) if any will have to be submitted within 10 days.
28. The supplier has to ensure the delivery of material in good condition, duly packed at OS Deptt. LIC of India, JEEVAN PRAKSH, AMBEDKAR CIRCLE, BHAWANI SINGH ROAD, JAIPUR within the stipulated period as decided at the time of placing order but not more than 30 days from the date of order or within 20 day from print proof OK date, as the case may be, failing which goods will be accepted with price reduced @0.10% per delayed day OF BILL AMOUNT.
29. If any, material supplied falls 2% to 20% of order value below the contractual specifications with regard to the quantity and quality of paper, penalty clause (which will be decided by the competent authority on the merit of each case) would be invoked which is part and parcel of the conditions of the tender.
30. In case of any deviation from the specification in paper size/quality/brand/printing/binding/GSM/weight etc is detected and reported to supplier then suitable replacement is to be made or defect to be removed by supplier free of charge unless additional job is assigned which was not expected of him at the time of placing the orders. The 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.
31. 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.
32. 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.
33. Delivery Memo must state clearly 1. Paper, 2. Make & 3. GSM. 4. LOT WISE QUALITY PARAMETER TEST RESULT WITH ORIGINAL FIRM/CO. SEAL AND AUTHENTIC SIGNATURE WITH EACH CONSIGNMENT.
34. Paper of pre contract integrity pact must be submitted with seal & signature of firm.
35. The firms registered under GST composition scheme are not eligible.

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)

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.)