



Ref: WZO/Mktg/Empanel 2019-2020/02

Dated: 8/7/2019

TERMS AND CONDITIONS

Life Insurance Corporation of India Western Zonal Office, Mumbai invites applications from interested Vendors/ Distributors/ Suppliers for empanelment for supply of Competition Prize Articles / Gift Articles/ Trophies etc. for a period of two years from 1-9-2019 to 31-8-2021. The Application as per Annexure B along with the enclosures in a sealed cover super scribed as **“Application for Empanelment of Vendors/ Distributors/ Suppliers for supply of Competition Prizes/ Gift Articles / Mementos / Trophies”** are to be sent at the following address so as to reach us on or before 26th July 2019 by 5.00 p.m.

The Asstt. Secretary (Marketing/OP),
LIC of India, Western Zonal Office,
2nd Floor, West Wing,
Jeevan Bima Marg, Mumbai-400 021.

Please read carefully the General conditions of empanelment given in the Annexure A.

Date:

Regional Manager (Mktg)

LIC, Western Zonal Office

Enc: Annexure A, B, C

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Annexure A

General terms & conditions are as under :

1. Various vendors, who are on our existing panel, should also apply for the fresh empanelment.
2. The applications with enclosures should be signed by the authorized person and his/ her name and status should be indicated below with his/ her signature along with official seal/ stamp of the firm.
3. The applications received after the due date and time will not be entertained and therefore deemed to be rejected.
4. The applications submitted with enclosures will be evaluated/ scrutinized by the competent committee/ authority and short listing will be done after the recommendations made by the said committee/ authority.
5. At any point of time, if any of the documents furnished by the Vendors/ Distributors/ Suppliers are found to be false/ incorrect, it would be deemed to be breach of terms of contract making the firm concerned liable for legal action besides termination of empanelment.
6. Incomplete and conditional applications will be rejected.
7. The applicants should have registration with central / state / local authorities for undertaking the profession (Copies of registration, licenses & other documents are to be enclosed).
8. Applicants, who have been blacklisted / removed earlier, should not apply.
9. The applicant / vender should have completed at least 3 (three) years as on date from the date of Establishment / Incorporation of the firm in present name.
10. The Competent Authority reserves the right to accept or reject the application without assigning any reasons.

On empanelment and entry into a contract with the Corporation :

- a) Empanelled Vendors/ Distributors/ Suppliers shall display the articles with the Zone on the appointed day of opening tenders for selection of articles as per specifications given by Zone.

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- b) Marketing Department of Zonal Office will place purchase orders with the selected empanelled Vendors/ Distributors/ Suppliers as per requirements and specifications.
- c) Sending an acknowledgement of the receipt of purchase order, which is taken as an acceptance of the purchase order, is mandatory preferably by email and subsequently supported by hard copy.
- d) The supply of articles should be delivered as per the time frame agreed upon while taking the purchase order.
- e) In case of delay in supply of orders, the concerned empanelled vendor should send a communication to the concerned office at least 7 days before the due date for seeking an additional required time to supply the same for which approval shall be at the discretion of the competent authority.
- f) NO ALTERATIONS IN QUALITY OR QUANTITY of the items indented or in the period of execution and no enhancement in the rate of the article shall be accepted unless previously ratified by the Corporation in writing.
- g) Each and every supply should be accompanied by a delivery challan, clearly bearing the details of the items and titles in supply, their quantity and price.
- h) If after supply is delivered, it is discovered that material supplied are not according to the specification accepted, SUCH SUPPLY WILL BE REJECTED AT THE SUPPLIER'S COST or may be accepted with deduction in cost. So supply of materials should be exactly according to the specifications and in the event of non compliance with the condition the Corporation will be at liberty to take such action as it deems fit.
- i) If the reason for delay is justified with adequate proof, Zonal Manager may consider extending the time limit to supply as may deem fit.
- j) All deliveries must be made as per our instructions FREE OF CHARGES. That means NO CARRIAGE, FREIGHT, COOLIE, LOADING/ UNLOADING CHARGES, or any other related taxes etc. will be paid by the Corporation.

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- k) Any tender not in compliance with these terms and conditions will be liable for rejection. If the Firm/ Vendor fails to comply with the provisions of clause regarding delivery on or before the date mentioned or within such extended time as may be granted by the Corporation or in case it fails to comply with the provisions of OTHER CLAUSES, they shall pay to the Corporation a sum of money equivalent to 0.25% of amount of undelivered order for each day's delay which shall not in any case exceed 1/10th of amount of the gross order. Such sum to be considered and taken as liquidated damages or sum of money forfeited and due from one party to the other for Breach of stipulations contained in the said Clauses and not as penalty and the Corporation shall be at its liberty to deduct such sums of penalty/ losses from any moneys due to the Firm/ Vendor or may otherwise recover the same separately. The Security Deposit shall be forfeited in addition to the Corporation seeking other relief which may be available as per law.
- l) That it has been mutually agreed between the Corporation and the Firm/ Vendor that any dispute arising out of this acceptance shall be referred to for "Arbitration" to the Zonal Manager of the Corporation and whose office address is L I C of India, Western Zonal Office, 2nd Floor, West Wing, Yogakshema, Mumbai and his decision shall be final and binding on the Firm/ Vendor. The Firm/ Vendor shall not raise any question of competence of the Zonal Manager to act as sole arbitrator.
- m) The decision of accepting supply of cancelled orders is at the sole discretion of Zonal Manager and the decision of the competent authority shall be final in this regard.
- n) LIC of India shall be at liberty to terminate the empanelment of the vendor/ supplier/ distributor without any prior notice and without assigning any reason.

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- o) LIC of India reserves the right to claim the amount of loss incurred, based on the available invoices submitted by that empanelled Vendors/ Distributors/ Suppliers
- p) A vendor's empanelment may be terminated/ dropped/ blacklisted from the panel of Suppliers at the occurrence of any of the following event.
 - i) Breach of any terms of agreement or unsatisfactory/ inefficient working on the part of the Vendors/ Distributors/ Suppliers.
 - ii) If at any time, found that the information provided by the empanelled vendor in any form, service and related matters are incorrect and result in losses in any form to LIC of India.

All matters and disputes related to supply are subject to the legal jurisdiction of Hon'ble Courts situated in Mumbai.

Regional Manager (Mktg)

LIC, Western Zonal Office

Tender Terms & Conditions from Sl.No.1 of Page 2 to Sl.No. 10 of Page 2 and Point (a) of Page 2 to Point (p) of Page 5 are accepted.

Signature of Vendor

Seal of Firm

PAN NUMBER with supporting documents

Date:

Place :

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Annexure - C

List of documents – self- attested, signed & sealed copies to be attached.

1. Registrations certificates :
 - a. Shop & Establishment Act 1948,copy of duly renewed Certificate of Registration
 - b. Factories Act,1948,if yes License No & copy last renewed license.
 - c. EPF Registration No. Copy of certificate.
 - d. ESIS No. (if any) Copy of certificate.
 - e. Income tax act: PAN no: (Copy of PAN Card)
 - f. Labour License No. & validity under section of Labour Laws (enclose Xerox copy)
 - g. TIN no.
 - h. GST registration- Copy of certificate.
2. DD/Pay Order or Cash Receipt, if paid in cash --Non Refundable Applications Fee – Rs.100/-
3. Cancelled cheque Leaf.
4. Copies of I.T. Returns for last 3 Financial Years.
5. Certified Copies of P&L A/c. and balance sheets during last 3 financial years.
6. MSME Vendors – if yes, Entrepreneurs memorandum Number and copy of acknowledgements of entrepreneurs memorandum (Part-II) If, SC/ST entrepreneurs, true copy of certificates issued by District Authorities.
7. NSIC Vendors –if yes, single point registrations certificates.
8. Copies of Order – (last 3 years), if supplied to LIC of India.
9. Blacklisted by any office—if yes, give details.
10. Copies of Letter of Authorizations, if authorized dealer.
11. Proof of ownership/Rent – Business Premises.

Western Zone, Marketing Department, Yogakshema Bldg., 2nd Floor, (West Wing), Jeevan Bima Marg,
Mumbai – 400 021. **Phone No-022-66598063**