

M/s_

NOTICE OF LIMITED TENDER (Rate Contract) FOR PRINTING OF PROPOSAL FORMS AND OTHER FORMS

SI.No.	Activity	Details		
1	Tender Date	BSP/OS/Tender -4 /Printing of Proposal Forms and Other Forms /2023-2024, Date of Tender: - 28.11.2023		
2	Tender Fee	Fee 250/- +GST 45/-= 295/-(Two Hundred Ninety five only) (non- refundable) by way of Demand Draft/ Banker's cheque payable in favour of LIC of India payable at Bilaspur / or by cash at cash counter of DO- Bilaspur from 28.11.2023 to 11.12.2023 on all working days from 10.00 AM to 04.00 PM.		
3	EMD	Rs. 40000 /- (FORTY THOUSAND only) (refundable) by way of Demand Draft drawn on any Scheduled Bank payable at Bilaspur favouring Life Insurance Corporation of India		
4	Address for submission of bid	Manager (E&OS). 3 rd Floor. Divisional office. Magarpara. Bilaspur Distt. Bilaspur (C.G.) – 495001. Phone No - 07752-249854/855. mail id <u>os.bilaspur@licindia.com</u>		
5	Submission of Tenders Date and Time	Vendors fulfilling the eligibility conditions for Printing of Forms and other forms as per Specifications mentioned in Annexures. The tender should be submitted with sealed cover super scribed as " Tender No 4 / 2023-2024/ for Printing of Proposal Forms and other forms Bilaspur Division" with Name of Tenderer on or before 11.12.2023 upto 05.00 pm (last date of submission of tender). Tender Application Forms may be obtained from OS Deptt. Life Insurance Corporation of India, Divisional Office Bilaspur (C.G.) - 495001		
6	Opening Date / Venue	The sealed tender applications will be opened by the Tender opening committee on 12.12.2023 at 11.00 AM hours in the presence of tenderers or one of the their representatives (with valid identity card and authorization letter) who wishes to attend. Venue address as mentioned above at S.NO. 4.		
7	Official Website (URL)	The tender Documents & Pre Integrity Pact can be downloaded from our website www.licindia.in, go to "Tenders" and click on the link PRINTING OF "PROPOSAL FORMS AND OTHER FORMS " Bilaspur (C.G.)		

- 1. The Tender is to be submitted <u>strictly in our format</u> and should contain the rate for the tendered items only.
- 2. Defiance in bidding procedure will not be entertained and hence such bid will be deemed to be terminated.
- 3. <u>Envelope -1(TECHNICAL BID)</u> Every page of All Annexure "A" "B" "C" "D" "E" & Pre Integrity Pact should be duly signed and sealed and the same should submitted, otherwise your quotation will not be entertained.
- 4. <u>Envelope-2 (Tender fees and EMD in form of DD/ Banker's cheque.</u>
- 5. Envelope-3 Financial Bid in Annexure-1,2, and 3
- 6. Envelope-4 All 3 envelopes mentioned above to be kept in this .
- 7. Quote Rate for the item according to our specification which has been mentioned in the Tender Specification as per Annexure *1,2, and 3* and clearly mention Rate and GST Rate separately.
- 8. Vendor may give their clarification in case of any doubt in writing at the time of submitting Tender only.
- 9. LIC of India is not responsible in any manner for the postal delay/loss/non receipt of the tender.
- 10. Further this office reserves the right to accept or reject any quotations without assigning any reasons thereof. In case there is any change in the schedule, addition and deletion in the tender, the same will be displayed on our web site only. The vendors are requested to visit the site regularly for any updates.



TECHNICAL - BID

Annexure-A

S.No	Information sought	Information Provided
1	Name of the Firm (In Block Letters)	
2	Date of Establishment / Incorporation	
3	Registration no. for registration under Companies Act, 1956, if any. (Please enclose photocopy of certificate)	
4	Certificate no. of certificate under Shops & Establishment Act 1953. (Please enclose photocopy of certificate)	
5	Correspondence Address and telephone no./Mobile no. with email id.	
6	MSME Registration no. (Attach certificate)	
7	Status Proprietary/ Partnership/ Private Limited Company/ Public Limited Company	
8	Name of Representative (s) with Designation who would be calling on us and attending to our jobs and his Contact numbers.	
9	Neft Details (Please enclose Cancelled cheque having Firm name on the Cheque) Bank Name and Address Type of Account and Account NO. IFSC	
10	PAN No. of the Firm (Please enclose photocopy)	
11	GST Registration No (Please enclose photocopy)	
12	ITR of last Three Financial Years (2020-21, 2021-2022,2022-23)	
13	Turnover of last Three Financial Years 2020-2021 2021-2022 2022-2023	

14	Have you ever Black listed by LIC or PSU/BFSI/Govt./ Semi Govt./Quasi Govt. Department in India as on Date. (Please fill Annexure C)	
15	Details of EMD	
16	Details of Tender Fees	

SEAL & SIGN OF THE VENDOR

(Note: Please type this form or fill it legibly in ink. Without over writing.)

Authorized Signatory Signature

NAME:

DESIGNATION:

Name and Address and SEAL OF THE FIRM / COMPANY (Vendor)

Terms and conditions of the tender

(Please read the Terms and conditions before submission of tender form) (EACH PAGE OF THE TERMS AND CONDITIONS SHOULD BE SIGNED)

- 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. Divisional Office – Bilaspur. 3rd Floor. Magarpara. Bilaspur (C.G.) on or before the last date specified. No corrections are to be made in the terms quoted.
- 2. Annexure-A should be supported with the sample paper of paper mills as per our specifications in Annexure- "1", "2" AND "3"
- 3. The rates to be quoted in Annexures-"1", "2" AND "3" shall be on F.O.R basis, i.e. Transportation expenses, other taxes etc excluding GST. The supplier has to ensure the delivery of material in good condition, duly packed at corporation store.
- 4. The paper quality has to be Maplitho A Grade Mill Century/ Ballarpur/J K Paper/Orient with GSM paper as mentioned in Annexures.
- 5. After engaging the services of the firms, if it is found that the services are not rendered to the satisfaction of the corporation, 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 financially loss/damage to reputation of corporation is caused, the firms shall be legally bound to make good the same in monetary term to be decided by LIC.
- 6. Mere submission of the application for tender does not confer the right of Selection.
- 7. The selection on tender would be without any liabilities from our side.
- 8. Life Insurance Corporation of India reserves its right to reject, accept or cancel the process of tender selection without assigning any reason thereof for which Life Insurance Corporation of India shall neither be liable nor obligatory to inform the applicant the grounds of any such action.
- 9. The Corporation will inform the lowest acceptable vendor, whose L-1 rates have been approved only
- 10. Any tender not complying wholly with these terms and conditions shall be liable for rejection.
- 11. The quality, quantity and punctuality in supplying pre printed stationery are the essence of the contract and the printer undertakes to abide by them at all times.
- 12. In the event of any loss/damage being caused to LIC of India on account of the negligence of the printer or its employees, the printer shall make good the loss sustained by LIC of India either by replacement of the material or payment of compensation.
- 13. The vendor shall not appoint any sub-vendor to carry out any obligations under the contract.
- 14. The printer shall provide the pre printed materials during the period of contract as per the LIC's requirements.
- 15. If the printer commits breach of any of the terms and conditions hereof and/or fails/neglects to carry out any instructions issued to him by the LIC of India from time to time, it shall be open and lawful for LIC of India to terminate this agreement forthwith without assigning any reason and LIC of India can get the work done by any person(s) or through any other printer at the risk and cost of the printer and the printer shall have no right to make any representation in this regard.
- 16. The rates shall be valid for one year from the date of approval, which can be extended by 1+1 (maximum 2 occasions) year on mutual understanding between both two parties with same rates, term and conditions.

Divisional Office: Bilaspur OS Department 3rd Floor Magarpara Chowk Bilaspur -495001, Tel: 07752-249854, 855,856 E-mail: <u>os.bilaspur@licindia.com</u>



- 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 arrangements for the benefits 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. Income Tax at source will be deducted from the payment as per the Income Tax Rules applicable from time to time.
- 20. TDS on GST will be deducted from the payment as per the GST Rules applicable from time to time.
- 21. As per the "Public Procurement Policy for Micro & Small Enterprises (MSEs) Order 2012".Vendors registered with the Director of Industries(DI)/District Industries Centre(DIC) as manufacturing/service enterprises and having acknowledgement of Entrepreneurs memorandum (Part-II) are eligible for Tender sets free of cost and exemption from payment of Earnest Money Deposit, Vendors registered with National Small Industries Corporation (NSIC) under Single point vendor registrations scheme are eligible for Tender sets free of cost and exemption from payment of security deposit upto the monetary limit for which Vendor is registered.(Self attested Copy of registration certificate indicating the validity period, monetary limit, details of stores/services for which certificate is obtained etc, must be attached.)
- 22. **Pre Integrity Pact**: The vendors have to submit Pre Integrity Pact, which is part of the tender.
- 23. Earnest money of Rs.40000/- (Rs. Forty Thousand Only) is to be deposited through Demand draft of any scheduled Bank favoring L.I.C. Of India, payable at BILASPUR and should be enclosed with the tender. The amount of EMD can also be deposited at Cash Counter of LIC of India, Divisional Office, BILASPUR (C.G.) during cash hours on working days by Demand Draft/ Banker Cheque, No interest will be paid on EMD/security deposit. The EMD of un-successful vendors will be refunded within 90 days of finalization of tender. In case the supplier attracts penalties under any or all of clauses referred below, the EMD may be forfeited by LIC of India
- 24. Security Deposit: The successful Tenderer will have to deposit 10 % of the accepted contracted value as security deposit if the contractual value exceeds Rs 1 lacs and will remain with LIFE INSURANCE CORPORATION OF INDIA till the completion of the contract period. The security deposit should be deposited within 15 days of awarding of the contract in the form of Demand draft of any scheduled Bank favoring L.I.C. Of India, payable at BILASPUR. The security deposit will be refunded without any interest after completion of contract period.
- 25. Security Deposit will be forfeited in case the Bidder refuses to execute the order either full or part, if placed at the quoted rates. In that event LIC may decide/debar/blacklist the concerned supplier and the decision shall final and binding on all concerned.
- 26. No advance payment shall be made for purchasing items.
- 27. The order may be placed in parts depending upon the requirements during the year or within validity of tender period.
- 28. The material will be delivered at the OS Department 3rd Floor LIC of India, Divisional Office Magarpara Distt Bilaspur (C.G) 495001 or any other place that may be specified by the Corporation if so needed within the stipulated period as per our order.

Divisional Office: Bilaspur OS Department 3rd Floor Magarpara Chowk Bilaspur -495001, Tel: 07752-249854, 855,856 E-mail: <u>os.bilaspur@licindia.com</u>



- 29. The Material should be packed in polythene bags of required size and finally be kept the stationery must be wrapped with the paper cover and in thick cardboard boxes which must be properly tied by nylon thread.
- 30. The Vendor should ensure that the labourers are arranged by the Transporter for unloading the material as per the address mentioned in SI.no -28. In case of failure of unloading the materials by the transporter sent by the vendor. The unloading charges borne by the Corporation will be deducted from the bill of the vendor.
- 31. Supply of the items should be within 30 days from the date of placement of order (by mail) or date of approval of art proof.
- 32. If the printer fails to supply the pre printed materials as per our specification and within stipulated time the penalty clause may be imposed as below: In GSM variation above 6 %, order may be cancelled by competent authority.

%Variation in GSM	Period within which supply is received after 30 days from the date of order of approval of proof.	% of penalty on order value
Up to 3%	Up to 10 days	Nil
Above 3% Upto 4%	11 to 20 Days	3%
Above 4% Upto 5%	20 to 30 Days	5%
Above 5 % Upto 6%	30 Days Onwards	10%
Above 6%	_	Order may be cancelled

- 33. Print line should be printed with month and year on the stationery. If variation in the GSM/Specification of paper is observed on receipt of consignment, the entire lot may be rejected besides imposition of penalty as stated in above para at the discretion of competent authority.
- 34. In case of any deviation from the specification in paper size/quality/brand/ printing/binding/GSM/weight etc. the order shall be liable for rejection at the sole discretion of competent authority.
- 35. If defects of any kind in printing or deviation from specification etc are 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 quantity of orders may be increased or decreased at corporation's discretion.
- 36. Make, brand and GSM must be clearly stated sample paper. They must be invariably enclosed with the Annexure A.
- 37. Overwriting /white-inking of any word/figure in the quotation unless duly authenticated by the tenderer is liable to be rejected at the discretion of LIC.

FORCE MAJEURE CLAUSE:

a) The tenderer shall be liable for any delay in execution or failure of their respective obligations under this agreement except for delay caused by occurrence of events beyond control of the tenderer, including but not limited to natural calamities, fire, explosions, floods, power shortages, acts of God, hostility, acts of public enemy, wars, riots, strikes, sabotage, order/action or regulations of government, local or other public authorities.



b) Incase Force Majeure situation arises, the tenderer shall immediately notify LIC of India in writing of such conditions and the cause thereof within two calendar days and prove that such is beyond the control and affect the implementation of the agreement c) Unless otherwise directed by LIC of India in writing, the tenderer shall continue to perform its obligations under the contracts far as it is reasonably practical, and shall seek all reasonable means for performance not prevented by the Force Majeure event.

TERMINATION CLAUSE: The Corporation reserves the right to terminate the contract without assigning any reason by giving a notice of 15 days. This decision will not be challenge able in any court of law. The vendor will have to give a notice of One month if the contractor wishes to terminate the contract before expiry of the contract period. In both these case security deposit will be forfeited.

Any dispute arising out of or relating to this tender shall be deemed to have arisen in BILASPUR and be subject to adjudication of competent Court in BILASPUR only.

In the event of any dispute or difference arising out of operation of this agreement, the same shall be referred to the sole arbitration and the sole arbitrator will be appointed by the Sr. Divisional Manager, LIC of India Divisional Office Bilaspur whose decision shall be final and binding on both the parties. The venue of arbitration shall be at Bilaspur. The provisions of the Arbitration and Conciliation Act, 1996 shall apply to the arbitration

The tender notice is also available at our official website: www.licindia.in.

38. 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.

THE INSURANCE LAWS (AMENDMENT) ACT, 2015

In term of provisions of Section 33 (3) of The Insurance Laws (Amendment) Act,2015, Insurance Regulatory and Development Authority of India (IRDA), is authorized to verify all such books of account, register, other documents and data base in the custody of the contractor in respect of service outsourced by the LIC of India. It shall be duty of the contractor to provide such documents/statements/information as may be required by IRDA within such time as may be specified by IRDA.

We agree with all terms and conditions of the tender.

Tenderer Sign. / Name and Seal

Sr. Divisional Manager

ANNEXURE – C

(Note: Please type this form on Company /Firm Letter Head & fill it legible in ink If space provided is insufficient, please type or write the replies on a separate sheet giving appropriate question number duly authenticating the same with seal and signature and attach it to the form)

I/We _____request Life Insurance Corporation of India. 3rd Floor. Divisional office. Magapara Distt – BILASPUR (C.G) to consider our bid. We agree to abide by all the TERMS AND CONDITIONS AND DUTIES of Supplier and assure to render the services to the fullest satisfaction of The Corporation.

Place

DATE

Sign.

With seal of firm/company

Note: The Corporation reserves the rights to accept or cancel tender/bids of any of the Agencies at their absolute discretion without assigning any reason thereof. Applications received with incomplete information or alteration not authenticated with proper seal and signature will not be considered.

Annexure-"D" (To be typed in the Firm Letter Head)

UNDERTAKING

The Sr. Divisional Manager LIC of India Divisional office – Bilaspur

Sir

<u>Ref: Tender no 04 of 2023-2024 for Printing of Proposal forms and other forms to LIC of India</u> <u>Bilaspur Division.</u>

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 _____20

Authorized Signatory Signature

NAME: DESIGNATION: Mobile No Email ID Name and Address and SEAL OF THE FIRM / COMPANY:

Annexure - E Bid Security Declaration

(To be submitted by all the Vendors who participate in the tendering process) Please type the Declaration in Company Firm Letter head

I/We on behalf of M/s ______ as a firm and empanelled vendor will abide by all the tender condition as contained in the tender document floated for supply of Printed Forms & Stationery to Life Insurance Corporation of India, Bilaspur Division.

I/We also declare that, if approved as L1 vendor we will provide the aforesaid supply for the full contract period. In case I/We______ as a firm withdraw/ fail to supply the goods as required under the tender, or if we modify any of the tender conditions in any form, Life Insurance Corporation of India, Bilaspur Division will be at liberty to suspend us as approved vendor for the time specified in the tender conditions.

Authorized Signatory

Place

Date

With seal of firm/company



PRE CONTRACT INTEGRITY PACT

General:

WHEREAS the BUYER proposes to procure Proposal Forms for LIC of India. Divisional Office. Magarpara Road. Bilaspur (C.G.) 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, organization 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 precontract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.



- **3.2** The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract of any other contract with the government for showing or forbearing to show favour or disfavor to any person in relation to the contract of any other contract with the government.
- **3.3** Foreign BIDDERs shall disclose the name and address of their Indian agents and representatives in India, and Indian BIDDERs shall disclose their foreign BUYERs or associates.
- **3.4** BIDDERs shall disclose the payments to be made by them to their agents/brokers or any other intermediary, in connection with this bid/contract.
- **3.5** The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/ integrator/authorized agent of the stores/equipment/items and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- **3.6** The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries, including officials of the BUYER or their family members, if any, in connection with the contract and the details of services agreed upon for such payments.
- **3.7** The Bidder will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
- **3.8** The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.



- **3.9** The BIDDER/Contractor will not commit any offence under the relevant India Penal Code (IPC) /Prevention of corruption (PC) act. Further, the bidder will not use improperly, for purposes of competition or personal gain, pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- **3.10** The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- **3.11** The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- **3.12** If the Bidder or any of the key personnel of the bidder, actively involved in the project is a relative of any of the actively involved personnel of the Buyer, the same should be disclosed.

The term 'relative' for this purpose would be as defined in section 2(77) of the Companies Act, 2013.

- **3.13** The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee or the BUYER.
- **3.14** The Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

4. Previous Transgression

- **4.1** The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify; BIDDER's exclusion from the tender process.
- **4.2** The BIDDER agrees that if it makes an incorrect statement on this subject, or committed a transgression through a violation of any of the clauses of the commitments of bidder, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.



5. Sanctions for Violations:

- 5.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any; compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (v) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/recession and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vi) To debar the BIDDER from participating in the future bidding processes of LIC for a minimum period of five years which any be further extended at the discretion of the BUYER.
- (vii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (viii) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.
- **5.2** The BUYER will be entitled to take all or any of the actions mentioned at para 5.1(i) to (viii) of this pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- **5.3** The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes this Pact.



6. Independent Monitors:

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

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

Shri Rajni Kant Mishra, IPS (retd.)
Ex-Director general in BSF
B-1801, Amrapaly Sapphire
Sector-45, NOIDA,UP

9717328500 e_mail id: rkm592002@yahoo.co.in

- **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, LICI 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 LICI has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

7. Facilitation of Investigation:

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

8. Law and Place of Jurisdiction:

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

9. Other Legal Actions:

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extent law in force relating to any civil or criminal proceedings.

If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

Changes and supplements as well as termination notices need to be made in writing.



10. Validity:

10.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 12 months after the last payment under the contract. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the Contract.

10.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

11. The parties hereby sign this Integrity Pact at.....on......

BUYER		BIDDER	Name of the
Officer:	CEO:	Designation	
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.)

LIST OF EMPANELLED VENDORS OF BILASPUR DIVISION FOR PRINTED FORMS AND STATIONERY.

- 1. Annpurna Paper products, Mathura (UP)
- 2. Diwakar Printers and publishers, Bhopal (MP)
- **3.** DJ Media print and logistics limited, Mumbai (MH)
- 4. Quality Offset, Raipur(CG)]
- 5. SK packing centre, Satara (MH)
- 6. Chakradhar Offset printers, Nagpur (MH)
- 7. Swastik Printery, Raipur (CG)
- **8.** Sankalp Printers, Dhuley (MH)
- 9. Rellian Data Forms privet ltd, Raipur (CG)
- 10.Lord's Mark Industries privet limited, Mumbai (MH)

Divisional Office: Bilaspur OS Department 3rd Floor Magarpara Chowk Bilaspur -495001, Tel: 07752-249854, 855,856 E-mail: <u>os.bilaspur@licindia.com</u>

CHECK LIST

Envelop-1 (Contains following)

- 1- ANNEXURE-A
- 2- ANNEXURE-B
- 3- ANNEXURE-C
- 4- ANNEXURE-D
- 5- ANNEXURE-E
- 6- PRE CONTRACT INTEGRITY PACT
- 7- ITR- F.Y.2020-21, 2021-22, 2022-23
- 8- TURNOVER- F.Y.2020-21, 2021-22, 2022-23
- 9- Company Registration certificate
- 10- Shop and Establishment Registration certificate
- 11-MSME certificate
- 12- Copy of PAN CARD
- 13- Copy of GST Registration
- 14- Cancelled Cheque
- 15- Any other documents

Envelop-2 (Contains following)

- 1- Tender Fees
- 2- EMD

Envelop-3 (Contains following 3 Financial Bids sealed)

- 1- ANNEXURE-1
- 2- ANNEXURE-2
- 3- ANNEXURE-3

Envelop-4 (Contains All above 3 envelops)