

NOTICE INVITING TENDER QUOTATION FOR SELLING OF SCRAP PAPER

TENDER NO. 2/2023-24

LIC of India,. Nagpur DO intends to invite quotations under **single bid system** for, <u>SELLING OF SCRAP PAPER</u> **AT RMF CENTRE, MAHALGAON, District – Nagpur** in a sealed envelope from reputed firms/vendors having sound financial capacity. The quotations meeting the eligibility criteria specified in the tender format, shall only be considered for further evaluation. For complete details and bid documents please log on to our website and go to "Tenders" and click of the link "TENDER FOR <u>SELLING OF SCRAP PAPER</u> AT RMF CENTRE, MAHALGAON DISTRICT NAGPUR"

Application forms may be obtained from OS department of Divisional Office, Nagpur of LIC of India at above mentioned address from 29/11/2023 till 07/12/2023 on all working days from 10AM to 3:00 PM.

Last date and time for submission of Tender forms is 07/12/2023 (3:00 PM). LIC of India reserved the right to accept or reject any or all offers/Quotations in full/part without assigning any reason whatsoever.

Office hours Monday to Friday 10:00 AM to 05:30 PM (Office will remain closed on Saturdays, Sundays and Public Holidays)

Date : Place

Sr. Divisional Manager



S NO	ACTIVITY	DETAILS	
1	Tender No./Date	Tender No.2 (Tender Notice for Pulling and tearing off of policy files at RMF Centre, Mahalgaon District (Nagpur) and Date 29/11/2023	
2	EMD	As per CO Cir Ref CO/OS/B/EMD/2020-21 dated 05/01/2021 , in view of COVID Pandemic EMD is exempted. In lieu of EMD bidders will have to submit duly signed Bid Security Declaration per Annexure G.	
3	Tender Documents	Tender forms will be issued on payment of Rs. 250/- plus 18% GST = Rs. 295/- in cash / DD on cash counter as non refundable tender fees from OS department, National Insurance building, S V Patel Marg, Station Road, Nagpur, 440001. From 29.11.2023 from 10.00 AM to 07.12.2023 upto 3:00 pm	
		Tender forms may be also downloaded from our website <u>www.licindia.in</u> by clicking on Tender for Housekeeping services for offices under Nagpur Division under the link Tenders The Firms/Agencies/ Companies having registration under NSIC/MSME will	
4	Date of Sale of Tender Documents and time	be eligible for exemption from tender fee 29.11.2023 to 07.12.2023 upto 03:00 pm	
5	Contract Period	One year term which can be renewed on the same Terms and conditions for another one year if the performance of the service provider is found satisfactory to LIC	
6	Validity of Bid	90 days form opening of tenders	
7	Estimated value of Tender	Rs. 3 lacs	
8	Address for submission of bid (to be put in Tender Box)	OS Department Life Insurance Corporation of India Nagpur Divisional Office, National Insurance Building, S V Patel Marg, Station Road, Kingsway, Nagpur, 440001	

9	Last Date and Time Submission of Bids documents	Bidders fulfilling the eligibility conditions for TENDER FOR <u>SELLING OF SCRAP</u> <u>PAPER</u> S AT RMF CENTRE, MAHALGAON DISTRICT , NAGPUR as per technical specifications mentioned in the Tender should submit sealed covers superscribed as Tender No. 2 dated 29.11.2023 " Tender for <u>SELLING OF</u> <u>SCRAP PAPER</u> AT RMF CENTRE, MAHALGAON DISTRICT , NAGPUR" and Name of the Tenderer on or before 07.12.2023 upto 3:00 PM (last date of	
		submission of tender)	
10	Bid Opening Date/ Venue	The sealed covers will be opened by the Tender Opening Committee on 07.12.2023 at 04:00 PM The concerned agency/firm may send on e representative at the time of opening of the Tender. Venue Address " Conference Hall, N.I. Building , LIC of India, Divisional Office, Nagpur"	
11	Contact Details	Ph Nos. 0712-2873229, email id : <u>os.nagpur@licindia.com</u>	
12	Official Website (URL)	The tender document can be downloaded from our websit e www. Licindia.in. Go to "Tenders" and click on the link " TENDERS FOR <u>SELLING OF</u> <u>SCRAP PAPER</u> AT RMF CENTRE, MAHALGAON DISTRICT NAGPUR."	
	In case there is any change in the schedule the same will be displayed on our website		

(Signature of the Vendor with seal)



INSTRUCTIONS TO BIDDERS : The sealed tender is invited for destruction of scrap material of around 20000 kg single bid system for "**TENDER FOR**" <u>SELLING OF SCRAP PAPER</u>" AT RMF CENTRE, MAHALGAON DISTRICT , NAGPUR"

As single bid systems are to be followed, single envelopes duly sealed should be used for submission of tender as detailed below:

Envelope for Bid (Annexure: A, B, C, D, E, F & G) duly completed and signed should be put in this envelope. The envelope should be sealed properly with sealing wax and super scribed as Tender No. 2 of 2023-24 "TENDER FOR <u>SELLING OF SCRAP PAPER</u> AT RMF CENTRE, MAHALGAON"

The DD for tender fee should be enclosed separately with the bid

Each page of all the Annexures- A, B, C D, E,F, & G should be duly signed and sealed.

The sealed tender envelope should reach us on or before 07/12/2023 at 03:00 PM addressed to :-

(The tender received after the stipulated time and date will not be considered.)

The Manager(OS), OS department. LIC of India, Nagpur Divisional Office, National Insurance Building, SV Patel Marg, Station Road, Nagpur- 440001

LIC of India reserves the right to accept of reject any or all offers/quotations in full/part without assigning any reason whatsoever.

Sr Divisional Manager

AT RMF CENTRE, MAHALGAON DISTRICT NAGPUR

APPLICATION FORM			Annexure -A
S No	Information sought	I	nformation Provided
1	Full Name of the firm & Proprietor (In Block Letters)		
2	A] Correspondence Address		
	B] Telephone/Mobile number with Email ID		
3	Address of Office (If separate) and Telephone No.		
4	Details of Bank Account : Name of the Bankers with address IFSC Code A/C No. (Please attach photo copy of Bank Pass Book or Cancelled cheque of the Firm)		
5	PAN No/ GSTIN No. of the Firm (Please enclose photocopy)		
6	Details of Tender Fee MR Number Date of Deposit Amount (Rs) OR Demand Draft number and date of Rs. 295/- in favour of LIC O f India payable at Nagpur		
7	Purchase prize of Scrap paper per kilogram. (Inclusive of all charges/Taxes)	(in Rs.):	per Kilo Gram

I/We ______request Life Insurance Corporation of India, Nagpur Divisional Office to consider our bid. WE agree to abide by all the ELIGIBILITY CRITERIA AND OTHER TERMS AND CONDITIONS of TENDER FOR <u>SELLING OF SCRAP PAPER</u> AT RMG CENTRE, MAHALGAON, DISTRICT NAGPUR and assure to render the services to the fullest satisfaction of the Corporation.

Dated AT ______this _____day _____2023

Signature with Seal

Name :

Designation:

Note : The Corporation reserves the right 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.



<u>Annexure –B</u>

Experience

(Separate page must be submitted for Each client)

Name of the Company	
Address of the Company	
Name, Designation of contact person	
with telephone No. and Email ID	
Name :	
Designation :	
Landline NO :	
Cell No :	
Email Id :	
Details of services rendered in last 3	
years	
(Ref No, Date of work order with	
photo copy of same)	
Please attach attested copies of	
Experience Certificate from	
customer	

Authorised Signatory Signature

NAME :

DESIGNATION:

Name and Address and SEAL OF THE FIME/COMPANY :

Date :



Annexure -C

UNDERTAKING

Ref: OS/TENDER/2/2023-24

WE hereby confirm that we have not blacklisted by LIC or PSU/BFSI Organisation/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 condition quoted in tender.

Dated at	this	day of	2023

Authorised Signatory Signature

NAME :

DESIGNATION :

Name and Address and SEAL OF THE FIRM/COMPANY :



<u>Annexure – D</u>

ELIGIBILITY CRITERIA & OTHER CONDITIONS

- 1. The vendor /firm should have a valid PAN card no. issued by Income Tax Department and GST registration No. (if applicable).
- 2. The vendor/firm should have Bank account.
- 3. Certificate of satisfactory completion of work in similar category, issued by concerned department/authority reputed firm must be attached as proof.
- 4. If the contracted amount exceeds Rs. 1 lac for a period of contract (01 year) the tenderer (including MSME/NSIC registered vendors) have to deposit 3% Performance Security deposit on the basis of Order value. Performance Security deposit will not carry any interest and same will be refunded to the concerned vendor only after completion of contract.
- 5. As per Central Government implementation of Public Procurement Policy for Micro and Small Enterprises under 2012, the Tenderer is registered under DGS&D/NSIC registered vendor/dealer/printer will be exempted from EMD/tender fee onproduction/submission of certificate/documents. This exemption is valid only upto 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.

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 ourselved 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 shall be solely responsible for the consequences and shall make good all the lossed 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 With seal of the firm /Company

Name & Designation

Place	Date



Terms and conditions of the Tender2/2023-24ANNEXURE -E(For selling of scrap papers)

1. The weight of waste so generated will be weighted before the authorized officials of EDMS who will certify the correctness of the weight.(called as EDMS hereinafter) of our office RMF Centre, Mahalgaon, District Nagpur.

2. The waste paper generated will be moved to paper mill for pulping only after depositing the cash at our cash counter and production of receipt thereof.

3. The tenderer will have to produce the certificate from paper mill to the effect that they have put the entire material in pulping machinery and nothing has been left out..

4 The entire job of destroying the policy file in the above manner has to be carried out within 15 days from the date of instructing the job. Else a penalty of rs. 500/- per day will be charged.

5. The tenderer to whom the job of destruction is awarded has to deposit Rs.50000/-[approximately weight of scrap material is around 15000 kg.] as security deposit. After adjusting the cost of scrap balance will be refunded to the veenderer . If any amount exceeds the deposit, vendor has to remit additional amount to LIC .

6. The acceptance of the highest bidder will be at sole discretion of the competent authority, Sr.Divisional Manager,, LIC OF INDIA, Divisional Office, Nagpur.

[General Terms and Conditions]

7. The tender in the prescribed format (**Hard Copy only**) to be submitted in Inward section of OS Deptt LIC of India ,Nagpur DO on or before the last date specified. No corrections are to be made in the terms quoted.

8. The rates shall be valid for one year only. The Contract can be extended upto further one year on mutual understanding of both the parties with same rates , terms and conditions.

9. The Corporation reserves the right to accept any quotation, this does not necessarily mean that the lowest quotation will be accepted.

10.After engaging the services of the firm, 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 the Corporation shall have the right to engage the services of any of other firm as it may deem fit. In this course if any financial loss/damage to reputation of Corporation is caused, the firm shall be legally bound to make good the same in monetary term to be decided by LIC. Corporation reserves right to cancel order at any time and need not assign any reason for that action.

11.Mere submission of the application for tender does not confer the right of selection.

12.. Life Insurance Corporation of India reserves its right to reject, accept or cancel fully or partly 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.

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

14. Any tender not complying wholly with these terms and conditions shall be liable for rejection.

15.In the event of any loss/damage being caused to LIC on account of the negligence of the vendor or itsEmployees, the vendor shall make good the loss sustained by LIC either by replacement of the material/equipment or payment of compensation.

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

17.If the vendor commits breach of any of the terms and conditions hereof and/or fail to carry out anyinstructions issued to him by the LIC from time to time, it shall be open and lawful for the LIC to terminate this agreement forthwith without assigning any reason and can get the work done by any person(s) or through any other agency or vendor at the risk and cost of the vendor and the vendor shall have no right to make any representation in this regard.

18..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, Life Insurance Corporation of India, Divisional Office Nagpur. Whose decision shall be final and binding on both the parties. The venue of arbitration shall be at Nagpur. The provisions of the Arbitration and Conciliation Act, 1996 shall apply to the arbitration.

19. The employees/ of the vendor shall never be considered to enjoy any right to enter the premises of LIC by virtue of this agreement or otherwise at any time except with the prior permission of the LIC.

20..In the event of failure of the vendor to provide the services or part thereof, as mentioned in this agreement for any reasons whatsoever, the LIC shall be entitled to procure services from other sources and the contractor shall be liable to pay forthwith to the LIC, the difference of payments made to such other sources along with other incidental charges of any nature whatsoever incurred by the LIC.

21.It is clearly 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 to make payments to its said employees.

22.If vendor commits breach of any covenant or any clause of this agreement, the LIC may send a written notice to the vendor to rectify such breach within the time limit specified in such notice. In the event the vendor fails to rectify such breach within the stipulated time **Corporation reserve the right to forfeit the**

outstanding Bills/EMD/ performance Security Deposit, further agreement shall forthwith stand terminated and the vendor shall be liable to the LIC for losses or damages on account of such breach.

23. 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.

24.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.

25.Tax at source will be deducted from the payment as per the Income Tax Rules applicable from time to time.

25.No advance payment shall be made.

26. The Vendor will have to deposit 3% of Contract Value as Performance Security Deposit within 15 days from the date of rate agreement. If the Vendor does not deposit Performance Security Deposit within stipulated period the Corporation will have right to deduct it from bills of the vendors.

27.No extra Terms and conditions of the vendor will be accepted at any time.If any vendor gives his own Terms and Conditions his tender will be rejected without informing him.

28. The approved Vendor shall have to enter into an agreement on a Non-Judicial Stamp paper of requisite value.

29. The Vendor shall be responsible for the payment of wages of his workers and shall abide by various laws enacted for welfare of the workers and he shall be personally liable for any damages etc which may be caused due to his failure to comply with various provisions of the law.

30. The Vendor and his workers will have no right to stay in the RMF centre premises beyond the working hours as specified above.

31.If the Vendor terminates the contract in the event of failure to carry out the duties entrusted to him or in the event of breach of any of the terms of the agreement the Vendor shall be liable for forfeiture of the Bid Security Deposit (if any) deposited by way of EMD without prejudice to any other remedy available to Sr. Divisional Manager.

32.Successful Vendor (including MSME/NSIC registered vendors) have to deposit 3% Performance security i.e. Rs. 9000 (3% of the Estimated Value of Tender Rs. 3 lacs) within 15 days from date of work order. Performance Security deposit will not carry any interest and same will be refunded to the concerned vendor only after completion of contract.

33. Integrity Pact is to be submitted along with Technical bid on Stamp Paper of Rs 500/- as per the Format given in Annexure f, failing which your quotation will not be entertained.

34.In case more than one bidder quoting the lowest identical price then decision will be taken on the basis of the agency having work experience during the last three years.

Tenderer's sign./ name and seal

Sr. Divisional Manager



ANNEXURE-F

PRE CONTRACT INTEGRITY PACT

General:

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is , 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" JeevanBima 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 And part. M/srepresented by called the **"BIDDER** .(Hereinafter Shri..... /SELLER/SERVICE PROVIDER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second part.

WHEREAS the BUYER proposes to procure **SELLING OF SCRAP PAPER** (*Name of the Stores/ Equipment/Item/Service*) and the BIDDER/Seller/Service Provider is willing to offer/has offered the stores/services and

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

NOW, THEREFORE,

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

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

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

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

1.Commitments of the BUYER

- **1.1**The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either themselves or for any person, 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.

1.3All the officials of the BUYER will report to the **"Chief Vigilance Officer** "of the Buyer any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

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

Commitments of BIDDERs

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

- **3.1**The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- **3.2** The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract of any other contract with the

government for showing or forbearing to show favour or disfavor to any person in relation to the contract of any other contract with the Government.

- **3.3**Foreign BIDDERs shall disclose the name and address of their Indian agents and representatives in India, and Indian BIDDERs shall disclose their foreign BUYERs or associates.
- **3.4**BIDDERs shall disclose the payments to be made by them to their agents/brokers or any other intermediary, in connection with this bid/contract.
- **3.5**The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/ integrator/authorized agent of the stores/equipment/items and has not engaged any individual or firm or 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 cartelization 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 anincorrect 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) Toencash 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.Rajnikant Mishra,IPS(Retd.),Ex-Director General in BSF, B-1801,Amrapalli Sapphire, Sector-45 NOIDA, (UP) PIN-201303, E-mail-: <u>rkm592002@yahoo.co.in&rkmishra84@gmail.com</u> mob. No. 9717328500
- Shri. Arunchandra Verma, IPS (Retd.)
 Flat No.C/1204
 C Tower , Amrapali, Platinum Complex,

Sector 119, Noida(U.P.) Email address: acvermal@gmail.com

- **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.

<u>9. Other Legal Actions</u>: 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......

BUYERBIDDER

Name of the Officer: Designation /Deptt. CEO:

Witness

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.)



TENDER FOR TEARING OF POLICY FILES AND SELLING OF SCRAP

1.	NAME & FULL ADDRESS OF THE FIRM	
2.	PHONE NO & MOBILE NO	
3	NAME OF THE PROPRIETOR	
4.	PAN NUMBER OF THE FIRM	
5	GSTIN NUMBER OF THE FIRM	
6	EMAIL ID OF THE FIRM	
7.	DETAILS OF BANK ACCOUNT	
	A) BANK ACCOUNT NUMBER	
	B) ADDRESS OF THE BANK	
	b) ADDRESS OF THE DANK	
	C) IFS CODE NUMBER	
	(ENCLOSE A CANCELLED	
	CHEQUE)	
8	PARTICULARS OF AMOUNT DEPOSITED WITH LIC	
	DEPOSITED WITH LIC	
	MR NO :	
	DATE : AMOUNT :	
9	TOTAL COST OR OFFER PRICE OF	
	TEARING AND LIFTING OF WATER PAPER INLCUSIVE OF ALL	
	FAFER INLUGIVE OF ALL	
	EXPENSES PER KILOGRAM :	

Date : _____

Place : _____

Signature of the Owner and seal



Annexure-G

Bid Security declaration in lieu of EMD

I /We _____(Name of firm)declare that, if we withdraw or modify the bid during period of validity i.e. 90 days from submission of bid, or from may be suspended / black listed from participating in any tender process for the period of 3 years.

Date_____ Signature and seal of Vendor