LIC

General Terms & Conditions for Supply of materials/Service Providers/Contractors/Firm

1   Submission of a non-refundable application Fee of Rs.118/- (Rupees one hundred eighteen only) in cash/DD IN FAVOUR OF LIC of India payable at Patna for each Tender.

2   If the Tender value exceeds Rs.1,00,000/-, Earnest Money Deposit @ 2% of the approximate Tender value is to be deposited by DD in favour of LIC of India payable at Patna which is refundable without interest.

3   If the tender value exceeds Rs.1,00,000/- besides Tender fee & EMD a performance security/security deposit/ bank guarantee @ 10% by DD or Bank Guarantee in favour of LIC of India through scheduled Banks   payable at Patna is to be deposited by the successful bidder which should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations which is refundable without interest.

4   Limited Tender may be called for purchases of upto Rs.25 lacs.Limited tender shall be invited only from among the firm/dealers in the approved list.

5   The tender should be sent so as to reach this office *ON OR BEFORE THE DATE SPECIFIED*. Tenders received after last date will be rejected.

6   All paper/items' samples must accompany with the tender as per requirement bearing clearly the specifications (make, quality, size and weight), without which the tender will not be considered.

7   Price quoted should be inclusive of all charges including transportation / door delivery charges but exclusive of GST. GST will be payable as per prevailing government rules. T D S shall be deducted as per IT rules.

8   Quotations must be given, as per prescribed format on the letterhead of the Firm duly sealed and signed by proprietor/Director/Manager of the firm and should be either *TYPE WRITTEN* or must be *IN INK* and should *NOT* be with any hedging conditions.

9   The Corporation reserves the right to accept any quotation in full or part. This does not necessarily mean that the lowest quotations will be accepted. The Corporation may within in its right award tendered job in part to one of the tenderers and remaining job to another tenderer.

10 All deliveries must be made either at our office (door delivery), or as per our instructions, *FREE OF CHARGE.*

11 If after the supply is delivered, it is discovered that the materials supplied are not according to the specification accepted, *SUCH SUPPLY WILL BE REJECTED AT THE SUPPLIER'S COST* and they will have to supply materials 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.

12 In case of failure of the Supplier / Vendor/printers/service provider to deliver the goods on or before the date specified, the Corporation will be at liberty to purchase the same from any other Supplier / Vendor/printer and the Supplier / Vendor/printer/service provider, at default, shall make good any loss or damage that the Corporation may suffer thereby or shall pay to the Corporation liquidated damages besides being removal from the panel of suppliers/vendors/printers/service provider.

13 *NO ALTERATIONS IN QUANTITY OR QUALITY* of the items indented or in the period of execution and no enhancement in the rate of articles shall be accepted unless previously ratified by the Corporation in writing.

14 If it is found that the supplier/vendor/printer/service provider is incompetent to complete the job even after submission of two consecutive proofs or is unable to carry out the instructions as given, the order may be withdrawn by the Corporation without the Corporation being liable for payment of any damages or compensation. In such an event, the supplier/vendor/printer/service provider shall be liable to make good the extra charge the Corporation may have to incur to get the job done by other supplier/vendor/printer/service provider as per clause No.9 above.

15 Any tender not in compliance with these terms and conditions will be liable for rejection. If the supplier/vendor/printer/service provider 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 1% of amount of order for each day's delay/loss which shall not in any case

exceed 1/10th of amount of the order or as decided by the Corporation. 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 liberty to deduct such sums from any moneys due to the supplier/vendor/printer/service provider under these presents or may otherwise recover the same separately.

16 That it has been mutually agreed between the Corporation and the supplier/vendor/Service Providers that any dispute arising out of this acceptance shall be referred to for "Arbitration" to the Zonal Manager, LIC of India, East Central Zonal Office, Exhibition Road, Patna (Bihar) of the Corporation and his decision shall be binding on the supplier/vendor/service providers. The supplier/vendor/service providers shall not raise any question of competence of the Zonal Manager to act as sole arbitrator.

17 Any dispute arising out of or relating to this tender shall be deemed to have arisen in PATNA and shall be under adjudication a court in PATNA.

18 In case of the rates are accepted as Annual Rate Contract, **The Annual Rate Contract** shall remain valid for as period of one year from the date of **Acceptance.**

19 The Corporation reserves the right to cancel the contract/annual rate contract without assigning any reason at any time by giving 30 days notice in advance in case of simple termination contract/annual rate contract but in case of breach of the terms of the contract/ annual rate contract may be terminated forthwith.

20 The corporation reserves the right to Remove/ Black list any supplier /vendor/printer/service provider from the list of empanelled agencies for any deviation from the agreed Terms and Conditions if any activity is observed which is detrimental to the interest of the Corporation.

21 The letter of undertaking to supply materials as per the tender specifications forms part of the tender and the same shall be submitted along with the rates quoted which is given in separate annexure and this forms part of Terms and Conditions.

22 No advance payment will be made for the order.

23 Apart from all the above conditions if a Firm does not participate in two (02) Tenders continuously, the name of the Firm may be removed from our panel of enlisted agencies.

24 The Corporation reserves the right for inclusion/exclusion in the Terms and Condition as per the requirement during or after floating the Tender for Rate Contract.

25 The firm / supplier should have registration with state & local authorities for undertaking the profession (Copies of proof to be enclosed).

26. The firm / supplier should keep sufficient stock in hand so as to comply with the urgent need without delay.

27. Vendor should furnish the specific brand or make, in case of authorized dealer. (Copy of valid authorized dealership certificate must be enclosed.)

* *Last date of receiving application form : 22.01.2024 upto 4PM*

Note:-Eligibility criteria for availing benefits under the Public Procurement Policy:-

"For those who want to get benefit under the Public Procurement Policy for Micro & Small Enterprises (MSEs) Order 2012 ", It is necessary for the enterprise to be registered with the Director of Industries (DI)/District Industries Centre (DIC) as manufacturing/Service enterprises and having acknowledgement of Entrepreneurs memorandum (part-II) Or are registered with National Small Industries Corporation (NSIC) under Single point vendor registration scheme."The relevant copy of the Certificate must be enclosed.

Regional Manager (E&OS)

Signature With Seal of Vendors etc