



Jeevan Prakash Block NO. 14-15 SDA Complex Life Insurance Corporation of India , Divisional Office Kasumpti Shimla-171009 (H.P)

Telephone Nos. (0177)2629217,2629210'2629209 & Fax No. (0177) 2629201  
Email [os.shimla@licindia.com](mailto:os.shimla@licindia.com)

**NOTICE FOR OPEN TENDER OF PRE -PRINTED COMPUTER CONTINUOUS STATIONERY/BLANK COMPUTER STATIONERY , POLICY BONDS STATIONERY AND ANNEXURE BOOKLETS FOR THE F/Y 2021-22**

Sr.No	Activity	Details
1	<b>Tender NO/ Date</b>	TENDER NO. 52/2021-22 DATED 27.01.2021
2	<b>Date of issue of tender</b>	<b>01.02.2021 to 22.02.2021</b>
3	<b>EMD</b>	In lieu of bid securities, bidders are required to sign & submit " <b>Bid Security Declaration</b> " "accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for the time specified in the tender documents.
4	<b>Tender Fee</b>	Fee Rs. 295/-(250 + Rs. 45.00 GST) (Two Hundred ninety five only) (non-refundable) by way of Demand Draft (IN FAVOUR OF LIC OF INDIA) PAYABLE AT SHIMLA.
5	<b>Address for submission Of bid (To be put in Tender Box)</b>	Manager (OS) Life Insurance Corporation of India, Divisional Office , Block NO .14-15 SDA Complex Kasumpti- Shimla-171009 (H.P)
6	<b>Submission of Bids Date And Time</b>	Bidders fulfilling the eligibility conditions of policy bonds as per Technical Specifications mentioned in the separate sealed covers super scribed as " Technical Bid" & "Financial Bid" put together in a large sealed cover super scribed as "Tender for supply of pre printed continued computer stationery / blank computer stationery and Policy Bonds Stationery "Tender NO.52/2021.LAST DATE OF SUBMISSION <b>22.02.2021 BY 5.00PM</b>
7	<b>Technical Bid opening Date / Venue</b>	The sealed covers having Technical Bids will be opened by the Tender opening committee on <b>23.02.2021 at 11.00 AM</b> in the presence of bidders or one of the their representatives who wishes to attend. Venue address as mentioned above at Sr.NO. 4.
8	<b>Financial Bid</b>	The financial Bid will be opened on a later date which will be intimated separately to Technical qualified bidders only.
9	<b>Contact Details</b>	MANAGER(OS) Telephone No. 0177-2629217.2629210,2629210 E mail id – <a href="mailto:os.shimla@licindia.com">os.shimla@licindia.com</a>
10	<b>Official Website (URL)</b>	<a href="http://www.licindia.in/Bottom-Links/tenders">http:// www.licindia.in /Bottom-Links/tenders</a>

The Tender Document can be downloaded from our website [http:// www.licindia.in/Bottom-Links/tenders](http://www.licindia.in/Bottom-Links/tenders)  
In case there is any change in the schedule, the same will be displayed on our web site

**Sr. Divisional Manager**



Jeevan Prakash Block NO 14-15 SDA Complex Divisional Office Kasumpti Shimla-171009 (H.P) Telephone NOs 0177-2629209,2629210,2629217 Fax 0177 -2629201

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APPLICATION FORM-TECHNICAL BIDAnnexure- 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(Please enclose photocopy of certificate)	
4	Correspondence address and telephone no. with email ID	
5	Address of Head Office (If separate) and telephone No.	
6	Status Proprietary/Partnership/ Private Limited Company/ Public Limited Company	
7	Name of the Partners/Directors	
8	Name of Chief Executive with his present address and Telephone Nos.	
9	Name of Representative(s) with Designation who would be calling on us and attending to our jobs and his Contact Number.	
10	Name of Bankers with address & telephone nos. IFSC Code & A/c No	
11	PAN No. of the Firm(Please enclose photocopy)	
12	Labor License nos. and validity under various section of Labor laws( Central Govt.)Please enclose photocopy of	

13	G.S.T. NO (Please enclose photocopy of certificate)	
14	E.P.F. Registration No.(Please enclose photocopy of certificate)	
15	E.S.I. Registration No.(Please enclose photocopy of certificate)	
16	Date of obtaining ISO 9001:2008 certificate and its validity up to <del>Please enclose a copy</del> of certificate)	
17	Details if registered with any other Government Authority.If you are empanelled with any LIC office ,attached the letter of empanelment.	
18	State the latest Income Tax assessed year and amount of tax assessed (Copies of last 03 years, IT Return, Balance Sheets & Revenue A/c to be enclosed)	
19	Turnover for the last three financial Years	2017-18 ----- 2018-19 ----- 2019-20 -----
20	Details of stationery supplied to any office of LIC of India and /or prestigious P.S.U. (Central),(Please enclose photocopy of certificate)	
21	Mention any other specialties of your Establishment	
22	Whether holding certificate under shops and establishment act(if yes renewed copy should be enclosed)	
23	Is the firm is registered under the factories act, Details of License No. (if yes renewed copy should be enclosed)	
24	Have you ever been blacklisted by LIC	

of India or PSU/BFSI organization/Govt./Semi Govt./Quasi Govt. Departments in India as on date of submission of bid

(Note: Please type this form or 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 he same with seal and signature and attach it to the form)

I/We \_\_\_\_\_ request, Life Insurance Corporation of India, Jeevan Prakash Block NO-14-15 SDA complex Divisional Office Kasumpti Shimla-171009(H.P) to consider our bid. We agree to abide by all the ELIGIBILITY CRITERIA AND OTHER 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.



Jeevan Prakash Block NO 14-15 SDA Complex Divisional Office Kasumpti Shimla-171009 (H.P) Telephone NOS  
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Email Id : [os.shimla@licindia.com](mailto:os.shimla@licindia.com)

### Annexure-D

Details of Existing Clients(Separate page must be submitted for each Client)

Name of Company	
Address of the Company	
Name of the contact person	
Designation	
Mobile No.	
E-mail ID	

Details of services provided in last 2 years to the above mentioned company (Ref. no., date of work order etc. with photocopies of same)

Place -----

Date ----- .

Sign ----- .

With seal of firm/company



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### ELIGIBILITY CRITERIA FOR BIDDERS

1. The firm /supplier should be in the profession for at least 3 years (copy of proof must be enclosed)
2. The firm /supplier should be on the approved panel of at least 2 reputed firms.
3. The firm/supplier should have registration with state and local authorities for undertaking the profession (copies of proof to be enclosed)
4. . Minimum annual turnover of the company should be Rs. 50 lacs and above during any of the last three years and experience of having executed an order of one PSU/Govt. client worth Rs. 5 Lacs and above for any one of the last three years.
5. The company have to provide the order details of last three years.
6. The company should have a valid PAN Card No. and G..S.T NO.
7. Certificate of satisfactory completion of work/supply issued by concerned Department/authority/reputed firm must be attached as proof.
8. The firm/suppliers who have been black listed/removed earlier by any office of LIC of India should not apply.

The performance security has been reduced to 3 % in view of above stipulations , the reduced percentage of performance security shall continue for the entire duration of the contract .

#### **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 .

Place -----

Date ----- ..

Sign ----- .  
With seal of company



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### INSTRUCTIONS TO BIDDERS

The sealed tender is invited for rate contract under two bid system for the purchase of (Pre printed Computer Continuous Stationery) as per enclosed Annexure – A, B, C & D. The Bidders are advised to follow the following instructions:

As two bid systems is to be followed, three envelopes duly sealed should be used for

submission of tender as details below:-(i) Envelope No. 1: **Technical Bid** (Annexure – A, B & D) duly completed and signed should be put in this envelope. The envelope should be sealed properly with sealing wax and super scribed as “Tender for Pre Printed Computer Continuous Stationery” (2021-22)- ‘Technical Bid’. Firm’s name and address should be written on the envelope. . Annexure – A should be supported with the specimen copies of the paper which the firm intends to supply as per our specifications.in place of EMD bid Security Declaration has to be given by the vendors accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for the time specified in the tender cocuments.

(ii) Envelope No. 2: **Financial Bid** (Annexure –C ) duly completed and signed should be put in this envelope. The envelope should be sealed properly with sealing wax and super scribed as “Tender for Pre Printed Computer Continuous Stationery” (2021-22) envelope. Annexure-C should be duly filled with net rates.

(iii) Envelope No. 3: Both the Envelope No. 1 and 2, are to be put into this envelope. The envelope should be sealed properly with sealing wax and super-scribed as “Tender for Pre Printed Computer Continuous Stationery/Blank stationery &Policy Bond stationery/annexure booklets” (2021-.22). The name of firm should be mentioned on the envelope. Each page of all the Annexure – A, B,C & D should be duly signed and sealed. The sealed tender envelope should reach us on or before **22.02.2021 upto 5.00PM**. Addressed to

“The Chairman (Stores Committee), LIC of India, Divisional Office SDA Complex Kasumpti Shimla-171009 (H.P) The tender received after the stipulated time and date will not be entertained

Sr. Divisional Manager



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## Terms and conditions of the tender

1. Both the Envelope No.-1(Technical Bid) and No.-2(Financial Bid) are to be put into the Envelope No-3. The envelope should be sealed properly with sealing wax and super scribed as “Tender for Pre Printed Computer Continuous Stationery” (2021-22). The name of firm should be mentioned on the envelope. 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 ,DO-SHIMLA on or before the last date specified. No corrections are to be made in the terms quoted.
2. The rates to be quoted in Annexure – C shall be on F.O.R. basis, and transportation expenses, packaging charges will be borne by the vendor but excluding GST. and it has to be for paper quality Century/Maplitho/ A Grade Mill ( white ) with good brightness. The supplier has to ensure the delivery of material in good condition, duly packed at Corporation store.
3. The rates shall be valid up to the next tender or 12 months from the date of whichever is earlier.
4. 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.
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 financial 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. Any dispute arising out of or relating to this tender shall be deemed to have arisen in Shimla and be subject to adjudication of competent Court in SHIMLA only.
10. Any tender not complying wholly with these terms and conditions shall be liable for rejection.
11. The quality, quantity and punctuality in rendering services are the essence of the ontract and the vendor 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 vendors' or its employees, the vendor shall make good the loss sustained by LIC of India either by replacement of the material/equipment or payment of Compensation.
13. The vendor shall not appoint any sub-vendor to carry out any obligations under the contract.
14. The vendor shall give the services during the period of contract as per the LIC's requirements.
15. If the vendor 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 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.
16. 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 SHIMLA whose decision shall be final and binding on both the parties. The venue of arbitration shall be at SHIMLA The provisions of the Arbitration and Conciliation Act, 1996 shall apply to the arbitration
17. The employees/agents of the supplier shall never be considered to enjoy any right to enter the premises of LIC of India by virtue of this agreement or otherwise at any time except with the prior permission of the LIC of India.
18. 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 of India shall be entitled to procure services from other sources and the contractor shall be liable to pay forthwith to the LIC of India, the difference of payments made to such other sources along with other incidental charges of any nature whatsoever incurred by the LIC of India.
19. 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 LIC of India. The supplier shall be liable to make payments to its said employees.
20. If vendor commits breach of any covenant or any clause of this agreement, the LIC of India 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, the agreement shall forthwith stand terminated and the vendor shall be liable to the LIC of India for losses or damages on account of such breach.
21. 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.
22. 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.
23. Tax at source will be deducted from the payment as per the Income Tax Rules applicable from time to time.
24. 3% security deposit of the total value of the contract will be charged /or deducted against bills submitted where the total quantum of the orders placed inclusive of all previous orders under this tender for specific vendor exceeds Rs.1 lac. No interest is payable on this deposit at the time of refund.

25. No advance payment shall be made for purchasing items.
26. After the approval of Pre-printed computer continuous stationery and proof of policy bond draft work , the order may be placed in parts depending upon the requirements during the year. The material will be delivered at the stores of LIC of India, Divisional Office, Jeevan Prakash Block NO-14-15 SDA Complex Kasumpti Shimla-171009 (H.P) or any other place that may be specified by the Corporation if so needed within the stipulated period of 30 days failing which penalty clause will be imposed as below:

Period within which supply is received	% of penalty
Up to 30 days	Nil
31 to 40Days	2%
41 to 45 Days	4%
46 to50 Days	5%
51Days Onwards	6%

- 27 If at any time, material supplied falls 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) will be invoked which is part and parcel of the conditions of the tender.
28. 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.
29. 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.
30. Serial No. and LIC logo should be printed on every sheet of supplied papers. . 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 pares at the discretion of competent authority.
31. Overwriting/white-inking of any word/figure in the quotations unless duly authenticated by the tenderer is liable to be rejected at the discretion of the competent authority i.e.Senior Divisional Manager - LIC OF INDIA Divisional Office Shimla.
32. Tenderer can check the samples of

items as mentioned in Annexure-A/B at our above cited address during office hours.

33. An integrity pact (IP) shall form part of this tender document and both the parties shall have to commit themselves to this IP.The bidders/vendors who commit themselves to the Integrity Pact shall be considered ( Integrity Pact document also uploaded on our website as part of this tender document).
34. The tender notice is also available on the official website of LIC OF INDIA.

### 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 .

Tenderer Sign. / Name and Seal  
Sr.Divisional Manager

We agree with all terms and conditions of the tender.

Tenderer Sign. / Name and Seal  
Sr.Divisional Manager

Shri.....  
(Hereinafter called the "BIDDER / 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 ..... (*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

**PRE CONTRACT INTEGRITY PACT**

**General:**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on..... day of the month of .....2019. , 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" Jeevan Bima Marg Mumbai 400021. (here in after called the "BUYER" which expression shall mean and include, unless the context otherwise requires, his successors in office assigns) of the First part. And M/s ..... represented by

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. 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, organisation 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.
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.
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 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:-

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.

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. 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.
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.
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.

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.
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.

8. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
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.
10. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
11. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
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.

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.
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 may 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):

\* .....  
.....  
\* .....  
.....  
....

**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, LIC 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

CEO:

Deptt./

Name of the Officer:

Designation

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. )