



TENDER NOTICE

Date: 20. 08. 2019

Open Tender for procurement & Supply of printer Cartridges to Central office situated at 'Yogakshema' Mumbai 400021.

Tender Enquiry No. Stores/CO/OS/P&S/18/08/2019

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, hereby invites Tenders from all eligible bidders to meet the requirements set out in this Tender document.

Sealed Applications are invited from the OEM and/or Registered, Authorized Dealers having valid Manufacturers Authorization Form, based in Mumbai and are having their offices and work place/depots situated within the Municipal limits of Greater Mumbai, under two bid system i.e. Technical bid and Commercial Bid for procurement & supply of printer cartridges at the Central Office situated at Yogakshema, Mumbai – 400021.

Commercial bids will be opened only in respect of bidders who qualify in technical bid and successful bidder will be decided on the basis of results after opening of the commercial bid.

The formulation of the evaluation criteria, the conduct of the evaluation of the responses to the Tender and the subsequent selection of the successful bidder(s) will be entirely at the discretion of LIC and its decision shall be final and no correspondence about the decision shall be entertained.

The participation can be from:

- Original Equipment Manufacturer (OEM) of the Printer Cartridges.
- Authorized vendors holding Manufacturers Authorisation Form from OEM

LIC reserves the right to call for any additional/missing information from the applicants and accept or reject any or all applications without assigning any reason thereof.

The Specifications are as under:

- JOB Annual contract for supply of Printer Cartridges to Central Office, LIC of India, manufactured by Original Equipment Manufacturers named below as per Distinctive Cartridge Type (of respective OEM's) as mentioned in Annexure
- 1) Canon India
 - 2) Hewlett- Packard India
 - 3) Samsung India
 - 4) Xerox India
 - 5) Ricoh
 - 6) EPSON

QUANTITY: As specified in Annexure –'F'

Important Dates:

Last date for submission of sealed Tender Bids: On or before 2:30 p.m. on 11TH September 2019

Opening of Technical/pre-qualification bids: 3:00 p.m. on 11TH September 2019

A pre-bid meeting of the interested bidders will be held on 27th August 2019 at 3 p.m.at following address.

**L.I.C. of India, Central Office,
'Yogakshema', OS/P&S Department,
4th floor, West Wing, Jeevan Bima Marg,
MUMBAI – 400 021.**

The Terms and Conditions and Annexure attached along with this enquiry are also a part and parcel of this enquiry

Pre qualification criteria:

LIC of India will evaluate the proposals and select the vendors who satisfy all the criteria mentioned in Annexure A.

Procurement of cartridges:

Annexure B: Terms and conditions for supply of printer cartridges are mentioned.

Annexure C: Bidders to submit the details as mentioned therein.

Annexure D: Manufacturer's Authorisation Form (MAF) format

Annexure E: Undertaking for not blacklisted by LIC or any other Govt. depts.

Annexure F: Commercial Bid submission format

Annexure G: Integrity pact format

Executive Director (E&OS)



Eligibility Conditions to be fulfilled by vendors/firms/entities for Supply of Printer Cartridges to Central office situated at 'Yogakshema' Mumbai

- 1) The bidder should be a registered entity under the Indian Companies Act 1956 and/or Indian Companies Act (Amended) 2013 or Maharashtra Shops and Establishments Act, 1948 or Partnership registration proof. (Attach Certificate of Incorporation /Registration of the Company/Firm/Establishment)
- 2) The Vendors/Firms/Entities should be reputed and experienced having their office/work place/depots within the Municipal limits of Greater Mumbai. Vendors/Firms/Entities situated within the Municipal Limits of Greater Mumbai only should apply. Applications received from bidders located beyond this jurisdiction will not be considered.
- 3) The vendors will have to submit Manufacturer's Authorisation Form (MAF) from OEM specifying that the vendor has been authorized to supply printer cartridges. Original MAF as per Annexure D duly signed and stamped should be submitted on OEM's letterhead. The MAF should be signed by the Authorised signatory of OEM. The MAF should contain the following details.
 - LIC's tender reference No. and date
 - Vendor name
 - Contact details of VendorLIC will be at liberty to refer any MAF to OEM to confirm the authenticity of the MAF. In case LIC does not receive necessary confirmation from OEM regarding authenticity of MAF, the tender will be rejected. The MAF should be valid till the validity of tender under reference unless revoked by OEM.
- 4) The Vendors/Firms/Entities should be in this profession for minimum 3 years. (Copy of Registration Certificate must be enclosed).
- 5) The Vendors/Firms/Entities should have registration with State & local authorities for undertaking the profession (Copies of State registration, BMC license, PAN, GST are to be enclosed)
- 6) Tenders are invited from the Bidders- Vendors/Firms/Entities having Annual Turnover of Rs Fifty lakhs in any one of the 3 preceding financial years, (Attach copies of Audited Financial Statements or certificate from Auditors for last three years)
- 7) The Vendors/Firms/Entities should have worked in Mumbai for at least 3 Public Sector or Govt. Undertakings or both or three reputed institutions during last 3 years (attach order copies).
- 8) The Vendors/Firms/Entities should have minimum 200 sq ft area of operation for office administration, storage, etc. either owned and/or rented. (Proof to be submitted – either Municipal Certificate in case of owned property or lease agreement for the rented property).
- 9) The Vendors/Firms/Entities desirous to apply for the above tender should submit the copies of their I.T. Returns for last 3 years.
- 10) The Vendors/Firms/Entities should keep sufficient stock of material in hand so as to comply with our requirements without delay. The order will be placed in piecemeal. In case of failure to supply the material at the agreed rates during contract period or/and in time, Vendors/Firms/Entities will be liable to be black listed /delisted/debarred from our panel.
- 11) The Vendors/Firms/Entities should be agreeable to the condition that amount of bills will be credited directly to their Bank account through electronic mode of payment only through NEFT/RTGS. [Furnish particulars of Bank Account and photocopy of cheque leaf]
- 12) The Vendors/Firms/Entities should make deliveries to LIC office, Mumbai at no extra cost.

- 13) The Vendors/Firms/Entities should comply with the provisions of Child Labour Act. The Vendors/Firms/Entities will be required to submit an Affidavit in compliance with this Act.
- 14) Further, the Vendors/Firms/Entities who have been blacklisted by any office of LIC of India need not apply for the same. Their bids will not be considered. The Bidder should not be Black-listed with LIC or any of the PSUs/BFSI/Govt/Semi-Govt/Quasi-Govt departments in India, as on date of submission of bid. An undertaking as per Annexure E is to be submitted signed by Authorized Signatory of the respective bidder.
- 15) Quotations should be sent in a sealed cover super scribed with the reference number of tender enquiry and due date of opening. There should be one envelope containing three separate envelopes viz: technical bid, commercial bid and EMD & Tender fees. The envelope should be super scribed as **Tender for Supply of Cartridges to Central office situated at 'Yogakshema' Mumbai .**
- 16) Commercial bid will be opened only in respect of bidders who qualify in technical bid and successful bidder will be decided on the basis of results after opening of the Commercial bid.
- 17) Vendors/Firms/Entities/Bidders should submit full details as required in the Technical and Commercial Bid Annexure. Incomplete Annexure or not answering the same as per the specification will be summarily rejected.
- 18) Interested Vendors/Firms/Entities/Bidders will be required to submit **non refundable** Tender Fees of ` Rs.500/- (inclusive of GST) in the form of Demand Draft payable in favour of Life Insurance Corporation of India, Mumbai, along with their application form. Applications received without Tender Fees will be disqualified.
- 19) Interested Vendors/Firms/Entities/Bidders will be required to submit an amount of Rs. 100000/- (One Lakh only) towards Earnest Money Deposit in the form of Demand Draft/Bankers cheque payable in favour of Life Insurance Corporation of India, Mumbai, along with their application form. Applications received without EMD will be disqualified. EMD will not carry any interest.
- 20) If your firm is registered with District Industries Centre or registered with National Small Industries Corporation, you are required to submit necessary valid document to claim the applicable exemption from payment of Tender fee and Earnest Money Deposit.
- 21) Successful bidder will have to submit security deposit or Bank Guarantee of a Scheduled Bank in lieu of security deposit equivalent to an amount to the extent of 10% of total order value within 15 days from the date of placing order. The Bank Guarantee must be of a Scheduled Bank and should be valid for **Two** years from the date of Contract. The Bank Guarantee will be released after settlement of the final bill upon conclusion of the contract.
- 22) Earnest Money Deposit of the successful bidder will be refunded without any interest on submission of Bank Guarantee of the requisite amount. The EMD of unsuccessful bidder will be refunded without any interest within 30 days from the date of finalizing the Order.
- 23) Submission of Quotation will be construed as acceptance of all terms and conditions mentioned in our enquiry. Once the quotation is submitted, no bidder will be allowed to withdraw for whatsoever may be the reason. If any bidder withdraws after responding to our enquiry, EMD of that bidder will be forfeited. If after placing the Order with the successful bidder and receipt of Bank Guarantee from the successful bidder, the bidder withdraws from supplying the allotted job, in such case Corporation reserves the right to invoke the Bank Guarantee and deduct necessary amount, as may be required to replenish the loss to the Corporation due to allotment of job to Vendors/Firms/Entities. In such case, LIC of India may also blacklist the vendor as per the tender.
- 24) During the period of the contract, no additional payment of whatsoever nature, over and above the rate quoted by you, will be made except in case of any additional levy made either by the Union Government or the Maharashtra State Government or a local body on account of revision in Taxes.

- 25) Successful bidders after Commercial Bid will have to submit stamped Integrity Pact as per the format enclosed. Refer Annexure G
- 26) Care should be taken not to effect any excess supply and under no circumstances payment will be considered for excess supply unless specifically ordered by LIC of India.

TERMS AND CONDITIONS OF THE TENDER FOR SUPPLY OF CARTRIDGES.

- 1) The tender should be dispatched so as to reach this office on or before the due date & time specified.
- 2) Each page of the offer should be signed by the Authorized signatory. The Authorized signatory will be the signatory approved by the Company and a letter of the Company/Power of Attorney to this effect has to be attached along with the quotation.
- 3) The rates quoted will be valid up for one year from placing of first purchase order. LIC reserves the right to extend (maximum 12 months) or reduce the validity period or cancel the Bid and call for fresh quotes if it so decides.
- 4) Please note the description and specification of cartridges carefully and your offer should be in accordance with the same.
- 5) Offers subject to conditions, 'like subject to prior sale', 'subject to availability of stores' or with similar conditional offer, will be subject to rejection on technical ground. Please note that any conditional offer will be termed as technically disqualified.
- 6) All deliveries must be made as per our instructions at Life Insurance Corporation of India, Central Office, Officer Services (Printing and Stationery) Department, 4th Floor, Yogakshema Nariman Point Mumbai 400021. Quantities indented should be supplied on the same day or the next working day.
- 7) No alterations either in quantity or quality of the items indented or in the period of execution or enhancement in the rate shall be allowed, unless previously ratified by the Corporation in writing.
- 8) If after the delivery of goods, it is observed that the cartridges supplied do not conform to the specifications, such supply may be rejected at the Vendors/Firms/Entities/Bidders cost who will have to supply the cartridges exactly according to specifications and in the event of non-compliance with this condition, the Corporation shall be at liberty to take such action as it may decide to be warranted, in addition to reimbursing the Corporation of such additional cost as may be incurred by it in getting the same from other vendor. Further, in that event Corporation reserves the right to blacklist the Vendors/Firms/Entities/Bidders.
- 9) At the discretion of LIC of India, Original Equipment Manufacture may be asked to conduct a quality check for the stock. Any adverse report by the OEM for the quality check may lead to following actions:
 - a) The Vendor shall have to replace the entire consignment as per the committed specifications and/or
 - b) The Security Deposit or Bank Guarantee in lieu of Security Deposit may be invoked to make good the loss and/or may be blacklisted by LIC.

10) DELIVERY TERMS AND CONDITIONS

- i. Delivery should be within 1 to 2 days from the order
- ii. In case of delayed supply a penalty of 0.1% per day from 3rd day till date of delivery subject to maximum penalty of 5%.from the date of order will be charged.
- iii. Consumables not delivered beyond 15 days will be dealt with as follows
 - The order placed may be cancelled and communicated in writing to the Vendor, whenever such decision for cancellation of order is taken by LIC. For such cancelled orders, penalty clause as mentioned in (ii) above will be applicable.
 - Deductions of penalty will be made from any amounts payable to the vendor.
 - Any other amounts that may become recoverable from the Vendor will be recovered from the Earnest Money Deposit/Security Deposit or Bank Guarantee.
 - Recovery of further amounts over and above the Earnest Money Deposit/Security Deposit or Bank Guarantee shall be subject to adjudication

In case of cancellation of orders due to delay in deliveries, besides the penalty charged, the vendor may be blacklisted by LIC & may not be allowed to participate in any Bids in future for a period to be decided by LIC.

- 11) In case of failure to deliver the printer cartridges on or before the specified date/s, the Vendors/Firms/Entities/Bidders at default shall be liable to make good any loss or damage that the Corporation may suffer due to such default as shall be called upon to pay to the Corporation, liquidated damages. In addition, the Corporation also reserves the right to blacklist the Vendors/Firms/Entities/Bidders for not executing the allotted job.
- 12) The rates quoted should be inclusive of all taxes.(Enclose latest dealership or distributorship certificate of the particular Company or make (THROUGH MAF). The rates quoted will be final and valid for 12 months and may be extended for next 12 months on the same rates and terms & conditions, depends upon the satisfactory services (supply, quality etc.) Within the extended period only Government duties and taxes if increased, by the Government will be payable.
- 13) The Bidder should not be Black-listed by any office of LIC or any of the PSUs/ BFSI/ Govt/ semi Govt/ Quasi govt departments in India, as on date of submission of bid.
- 14) The Corporation also reserves the right to blacklist the Vendors/Firms/Entities/Bidders in case of failure to undertake the job, after placing the order at the quoted rate.
- 15) No advance payment will be made till the order is fully executed except that the Corporation may, in a particular case stipulate that payments will be against partial deliveries, in which case such partial payments will be made.
- 16) Any dispute arising out of or relating to this tender shall be deemed to have arisen at the headquarters of the Corporation's Office, Mumbai placing the order and shall be subject to adjudication by a Court in that City.
- 17) If any manufacturing defect is reported after delivery of printer cartridges, it should be replaced without any extra cost to LIC.
- 18) Defective printer cartridges rejected after the receipt will have to be taken by the vendor at their risk and cost.
- 19) The successful bidders should mention whether they are authorized by the producer to dispose-off all the hazardous constituents/products from the e-waste as notified by Government of India E-Waste (Management) rules 2016. The OEM/Producer should mention whether Extended Producer Responsibility is available & submitted to Central Pollution Control Board.
- 20) The Corporation reserves the right to reject any offer in part or full without assigning any reason.
- 21) Any tender not in compliance with the above terms and conditions and the specifications sheet will be liable to be rejected.

DECLARATION

We hereby declare that we will abide to the clauses and conditions laid in the Annexure B for supply of computer cartridges.

DATE:

SIGNATURE & SEAL OF COMPANY

**Pre Qualification Bid
For Procurement for printer cartridges**

Sr No	Particulars	
1	Name of the OEM/Vendors/Firms/Entities/Bidders Press (in block letters)	
2	Category under which the bidder is applying viz: HP/XEROX/SAMSUNG/CANNON/Ricoh	
3	Date of Establishment / Incorporation: Attach certificate of incorporation/registration of company/shop & establishment)	
4	Address & Telephone No. e – mail- of the Vendors/Firms/Entities/Bidders (In case of multiple units, details for every unit Should be furnished separately)	
5	Address and Telephone Number of Office (If separate) :	
6	Address and Telephone Number of the Godown (If separate) :	
7	Status: Whether Proprietary / Partnership / Private Ltd. Co. / Public Ltd. Co.	
8	Names of Proprietor/ Partners / Directors:	
9	Names of Chief Executives with their: Present addresses & Telephone Nos. (Landline and Mobile)	
10	Names and Phone Nos. of Representative (s), indicating designations who would be : calling on us & attending to our jobs	
11	Names of Bankers with addresses & Telephone Nos.	
12	Is the Vendors/Firms/Entities/Bidders Press Registered under the following? (Submit copy of below mentioned document)	
	Shop & Establishment Act	
	Permanent Account no:	
	GST registration no	

13	State the latest income tax assessed year & the amount of tax assessed. (Copies of I.T. Returns for last 3 yrs. to be attached)		
14	Mention the Annual Turnover of the firm for the last 3 financial years (copies of P&L A/c. and balance sheets during last 3 years to be attached)	<u>Year</u>	<u>Annual Turnover</u>
15	Whether all the Statutory requirements as directed by Government authorities are fulfilled ?		
16	a] Whether your firm belong to the category of Micro, Small enterprises as defined in the “Micro, Small Enterprises Development Act, 2006 “ If yes ,specify the category of Micro, Small Enterprises and whether the enterprise is in manufacturing or service industry		
	B]Whether registration by filing entrepreneurs memorandum part –II ,with the respective District Industries Centre has been done OR is registered under Single Point Registration Scheme of NSIC? If yes then the Entrepreneur memorandum Number is to be mentioned and copy of Acknowledgement of Entrepreneurs memorandum –II AND/OR Single point registration certificate to be submitted.		
	C] Whether the MSE is owned by SC/ST entrepreneurs and if so , attested true copies of SC/ST Certificate issued by the District Authority to be submitted.		
17	Names, Addresses and Telephone Nos. of three of your most valued Clients		
18	Has your press been blacklisted by any office of LIC of India? (If yes, give details)		

Date:

Place:

Signature with seal

MANUFACTURER'S AUTHORIZATION FORM (MAF)

**L.I.C. of India, Central Office,
Yogakshema', OS/P&S Department,
4th floor, West Wing, Jeevan Bima Marg,
MUMBAI – 400 021.**

Dear Sir,
Reg : LIC's Tender Enquiry No : Stores/P&S/dated _____.

We, M/s. _____ who are established and reputed manufacturers of
_____ having _____ factories / _____ Depot as
_____ and _____ do hereby authorize M/s.
_____ (Name and address of bidder) to offer their quotation
and conclude the contract with you against the above invitation for the Bid, as one of our Authorized Dealers.

We, hereby, extend our full guarantee and comprehensive warranty as per terms and conditions of the Tender for our products offered against this invitation for Bid by the above firm.

Dated at _____ this _____ day of _____ 20 _____.

Authorized Signatory

Signature :

Name :

Designation :

Name & Address of the company :

Seal of the Company

* To be submitted on Company (OEM)'s letter head duly signed by the Authorized signatory of Company.

Ref: LIC Tender No. -----dated-----

Undertaking

We hereby confirm that we have not been blacklisted by LIC or any other PSU/Government/Semi-Govt/Quasi-Govt departments in India, as on date of submission of bid in response to the above Tender.

Dated at -----this -----day of-----20-----

Authorised Signatory

Name:

Designation:

Name & Address of Vendor/Firm/Company

Seal of Firm/Company



ANNEXURE 'F'

Cartridge	Quantity *(Annually+/- 10% variation)	Pl. quote your rate Rs.	
		Basic rate	GST %
SAMSUNG D1043S	845		
SAMSUNG D1053S	100		
SAMSUNG MLT D101S	150		
SAMSUNG MLT 209S (4824 S)	10		
SAMSUNG 111 L	250		
HP Q2612A	35		
HP 388A	55		
HP 960 XL	170		
HP C 950 XL BLACK	65		
HP 951 XL CYAN	50		
HP 951 XL MAGENTA	50		
HP 951 XL YELLOW	50		
XEROX PHASER 3117	75		
XEROX PHASER 3010/3040	10		
CANON 925	200		
RICOH SP Series 212 NW	260		
Samsung 4521 D- 119 S	3		
HP Toner CE 255 A	4		
HP 905 Black Cyan Magenta Yellow	5 Each		
Epson L 565 Black Cyan Magenta Yellow	50 Each		

- The Quantity will be ordered in piecemeal basis and will be delivered accordingly.
- The quantity mentioned above is based on estimated consumption.



PRE CONTRACT INTEGRITY PACT

General:

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on..... day of the month of2019. , 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. (hereinafter 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/srepresented by Shri..... .(Hereinafter called the "BIDDER /SELLER" 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*) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER 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 at a competition price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS 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:-

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, 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.

1.2 The BUYER will, during the pre-contract 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 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 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) /Provision 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 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. Fall Clause:

6.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems/items or subsystems having same scope of work, payment terms and all other applicable terms and conditions, at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage of Bidding process that similar product/systems or sub systems/items was supplied by the BIDDER to any other Ministry/Department of the Government of India or PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

7. Independent Monitors:

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

Name address of the Monitor(s):

*

*

7.2 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.

7.3 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.

7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

7.5 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.**

7.6 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.

7.7 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. **7.8** 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.

7.9 If the Monitor has reported to the Chairman, LIC, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman LIC 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.

8. 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.

9. Law and Place of Jurisdiction:

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

10. 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.

11 Validity:

11.1 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.

12.2 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.

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

BUYER		BIDDER	Name of the
Officer:	CEO:	Designation	
Deptt./			

Witness

1.....

1.....

2.....

2.....