



भारतीय जीवन बीमा निगम
LIFE INSURANCE CORPORATION OF INDIA

भारतीय जीवन बीमा निगम

मण्डल कार्यालय जीवन प्रकाश

रानाडे मार्ग अजमेर -305001


फो स.०145-2663015,2660024

ई-मेल - os.ajmer@licindia.com

इंटरैक्टिव क्लासरूम स्मार्ट डिस्प्ले बोर्ड (खुली निविदा)

भारतीय जीवन बीमा निगम अजमेर द्वारा दोहरी बोली प्रणाली (तकनीकी व वित्तीय बोली) में प्रतिष्ठित विक्रेताओं से इंटरैक्टिव क्लासरूम स्मार्ट डिस्प्ले बोर्ड हेतु मोहर बन्द निविदाएं आमन्त्रित की जाती हैं। पूर्ण जानकारी भारतीय जीवन बीमा निगम की वेब साइट www.licindia.in में tenders लिंक (I) "TENDER FOR SUPPLY OF INTERACTIVE SMART CLASS ROOM DISPLAY BOARD , AJMER

से प्राप्त की जा सकती है निविदा की अन्तिम तिथी 26-09-2024 दोपहर 3.00 PM है .यदि उक्त निविदा में किसी प्रकार का सन्शोधन होगा तो वह हमारी इसी वेब साइट पर प्रकाशित किया जाएगा। मण्डल प्रबन्धक (प्रभारी) के पास बिना कोई कारण बताए किसी भी/सभी निविदाओं को निरस्त करने का अधिकार सुरक्षित है


मण्डल प्रबन्धक (प्रभारी)
मण्डल प्रबन्धक (प्रभारी)
भारतीय जीवन बीमा निगम
मण्डल कार्यालय, रानाडे मार्ग, अजमेर

कार्यालय सेवा विभाग, मण्डल कार्यालय, जीवन प्रकाश, रानाडे मार्ग, अलवर गेट, अजमेर 305029 दूरभाष: 0145-2660024, ई.मेल - os.ajmer@licindia.com

OS Department, Divisional Office, 'Jeevan Prakash', Ranade Marg, Alwar gate, Ajmer 305029

Tel: 0145-2660024, FAX- 0145-2660288, E.Mail- os.ajmer@licindia.com

Phone 0145-2663015, 2660024 email id os.ajmer@licindia.com

TENDER NOTICE FOR SUPPLY OF INTERACTIVE SMART CLASS ROOM DISPLAY BOARD

S.NO.	ACTIVITY	DETAILS
1	Tender Date	7/9/2024
2	EMD	Rs.6000 /- (Rs.Six thousands Only) (refundable) by way of Demand Draft drawn on any Scheduled Bank favouring LIC of India payable at Ajmer
3	Tender Fee	118/- (One Hundred eighteen only) (non-refundable) by way of Demand Draft payable at Ajmer, favouring LIC of India or by cash at cash counter at above address.
4	Address for submission of bid (to be put in Tender Box)	Chairperson(Stores committee) Life Insurance Corporation of India Divisional Office,Jeevan Prakash Ranade Marg,Ajmer-305001
5	Submission of Bids Date And Time	Bidders fulfilling the eligibility conditions of interactive smart class room display board as per Technical Specifications mentioned in the tender should submit separate sealed covers superscribed as "Technical Bid" & "Financial Bid" put together in a large sealed cover superscribed as "Tender for supply of "interactive smart class room display board " and Name & address of Tenderer on or before 26-09-2024- 3.00 PM (last date of submission of tender). Tender Application Forms may be obtained from OS Deptt., Life Insurance Corporation of India,Jeevan Prakash,Ranade Marg, Divisional Office Ajmer-305001 , from 07-09-2024 to 25-09-2024 on all working days from 10 AM to 3 PM on payment of Rs. 118/- by cash at cash counter.
6	Technical Bid opening Date / Venue	The sealed covers having Technical Bids will be opened by the Tender Opening Committee on 26-09-2024 at 4.00 PM. The concerned agency/firm may send one representative at the time of opening of the Tender. Venue address as mentioned above at S.NO. 4.
7	Financial Bid	The financial Bid will be opened on a later date which will be intimated separately to technically qualified bidders only.
8	Contact Details	Telephone No. 0145-2663015,2660024 email id- os.ajmer@licindia.com
9	Official Website (URL)	The tender Document can be downloaded from our website www.licindia.in by going to "Tenders" and clicking on the link Tender for supply of interactive smart class room display board , Ajmer

In case there is any change in the schedule or any correction, the same will be displayed on our web site.

Sr Divisional Manager

 मण्डल प्रबन्धक (प्रभारी)
 भारतीय जीवन बीमा निगम
 मण्डल कार्यालय, रानाडे मार्ग, अजमेर

DIVISIONAL OFFICE AJMER, JEEVAN PRAKASH, Ranade Marg, Alwar gate ,Ajmer-305001

Tel: 0145-2663015, 0145-2660024 email id:os.ajmer@licindia.com

APPLICATION FORM – TECHNICAL BID

Annexure-A

SNo	Information sought	Information Provided
1	Name of the Firm (In Block Words)	
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	DD NO. FOR TENDER FEES AND EMD [If applicable]	
10	Name of Bankers with address & telephone nos. IFSC Code & A/C No. [in Supporting Cancelled cheque attached]	
11	PAN No. of the Firm (Please enclose photocopy of pan card)	
12	Whether the firm has enough capacity to supply or storing required materials as desired by buyer	
13	Whether using 100% make in India product [if not than at least 50% parts should be used make in India] attached self declaration	
14	Whether the firm is GST compliant. Please mention the GST registration number(copy to be enclosed)	

15	State the latest Income tax assessed year and the amount of tax assessed (Copies of last 03 years, IT Returns, Balance Sheets & Revenue A/C to be enclosed)	
16	Turnover for the last three out of four financial years [submit CA audited certificate]	2023-24
		2022-23
		2021-22
		2020-21
17	Details of interactive smart display board supply to any office of LIC of India and /or prestigious P.S.U.s.(Central) unit.	
18	Mention any other specialties of your Establishment	
19	Have your firm 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 legibly in ink. If space provided is insufficient, please type or write the replies on a separate sheet giving appropriate question number duly authenticating the same with seal and signature and attach it to the form)

I/We _____ request Life Insurance Corporation of India, Divisional Office-Ajmer to consider our bid. We agree to abide by all the eligibility criteria and other terms and conditions of supply of Interactive smart display board (2024-25) and assure to render the services to the fullest satisfaction of the corporation.

We further give our consent and undertake that our firm is competent and capable to supply of Interactive smart display board to L.I.C of India, Ajmer Divisional office i.e. Jeevan Prakash Ranade Marg Ajmer-305001 within the stipulated time as desired by LIC of India.

Dated atthis.....day2024

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.

Signature of the Vendor

DIVISIONAL OFFICE , JEEVAN PRAKASH,Ranade Marg,Ajmer-305001
TEL:0145-2663015,01452660024 email id:os.ajmer@licindia.com.

Annexure-B

Details of Existing Clients:

(Separate page must be submitted for each Client)

Name of the Company :

Address of the Company:

(Name, designation of contact person with telephone no. e-mail ID)

Name :

Designation:

Landline No.:

Cell No. :

Email ID :

Details of material supplied in last 3 years :

(Ref.No. date of work order with photo copy of same)

(Please attached attested copies of Purchase Orders executed or certificate from customer)

Authorized Signatory Signature

NAME:

DESIGNATION:

Stamp of the firm

Date.....

Annexure - C

UNDERTAKING

We hereby confirm that our firm have not been blacklisted by LIC or any PSU/ BFSI Organization/ Government / Semi Government / Quasi Govt. Departments in India as on date of submission of bid in response to the above.

We also agree with your terms and conditions quoted in tender.

Dated at _____ this _____ day of
_____ 2024

Authorized Signatory Signature

NAME:

DESIGNATION:

Name and Address and stamp of the firm/company



DIVISIONAL OFFICE, JEEVAN PRAKASH, RANADE MARG, ALWAR GATE AJMER-305001, Tel: 0145-2663015,0145-2660024, email id: os.ajmer@licindia.com.

Annexure- D

ELIGIBILITY CRITERIA & OTHER CONDITIONS

1. The firm/supplier should be having the experience for selling of smart interactive class room board for at least 3 years. [At least three order submit pertain to any last three different financial year out of last five]
2. The firm/supplier if having any experience of supplied earlier for any of LIC DO. [attached order copy]
3. The firm/supplier should have registration with state and local authorities for undertaking the profession of smart devices.
4. Minimum annual turnover of the company should be Rs 10 Lacs and above during last three out of any four financial years .[CA audited certificate or balance sheet ,revenue a/c , P&L submit]
5. The company should have a valid PAN Card no. issued by Income tax department. [ATTACHED COPY]
6. Copy of work Order/supply issued by concerned department/authority/reputed firm must be attached as proof. [AT LEAST ONE ORDER] .
7. The vendors/suppliers who have been black listed/removed earlier by any office of LIC or any PSU/ state Govt. / Cent. Govt. need not apply.
8. 10% security deposit will be deposited by successful bidder before order placed in favour of firm. Further this deposit shall not carry any interest and same will be refunded after three year [expiry of warranty period] of supply and installation date.
9. Firm should submit tender fees Rs 118/- (Rs. 100/- + inclusive of GST18@ 18%) and EMD Rs.6000/- by the way of DD payable at Ajmer. If the Tenderer is registered under MSME/ NSIC they have to clearly mention and submit a copy of supporting valid documents. In absence of any such document, tenderer shall be considered as not registered under MSME/ NSIC.
10. Supply should be given as per our specification only no deviation will be accepted. The firm intends to supply as per our specifications in Annexure -F.
11. The firm should be GST compliant. [Certificate attached]

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.

Sign.....

With seal of firm/company

Name & designation..... Place..... ...date.....

DIVISIONAL OFFICE, JEEVAN PRAKASH, RANADE MARG, ALWAR GATE AJMER-305001
Tel: 0145-2663015, 0145-2660024 email id: os.ajmer@licindia.com.

Annexure – E

Terms and conditions of the Tender

1. The tender in the prescribed format (Hard Copy only) should be dropped in the tender box located at Entrance, LIC of India, DO Ajmer or shall be sent by post on or before the last date specified. i.e 26-09-2024 AT 3.00 PM. Envelopes received after due time 3.00 PM will not be consider for further action. Tender will be opened on same day by tender open committee i.e. on 26-09-2024 at 4.00 PM in the presence of representative of vendors who has applied at conference hall LIC OF INDIA DIVISIONAL OOFFICE, RANADE MARG AJMER.
2. Annexure- A should be supported with The items interactive smart class room display board or for items which the firm intends to supply as per our specifications in Annexure F.
3. The rates to be quoted in Annexure-F shall be on F.O.R basis, i.e. inclusive of all taxes and Transportation expenses etc but exclusive of GST and the supplier has to ensure the delivery of material in good condition, duly packed at Corporation store or at location as directed in order for any Branch of Ajmer division.
4. The Bidder should have mention minimum at least minimum three years or more onsite warranty .
5. Installation, commissioning, testing, configuration, training (if any –whichever is applicable as per scope of supply) is to be carried out by OEM/OEM certified resource or OEM authorized reseller.
6. The rates shall be valid for one year from date of acceptance of the tender. The contract can be extended up to further Two more piece [if required] on mutual understanding of both the parties with same rates and terms and conditions.
7. 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.
8. 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.
9. Mere submission of the application for tender does not confer the right of Selection.
10. The selection on tender would be without any liabilities from our side.
11. 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.
12. Any dispute arising out of or relating to this tender shall be deemed to have arisen in Ajmer and be subject to adjudication of competent Court in Ajmer only.
13. Any tender not complying wholly with these terms and conditions shall be liable for rejection.
14. The quality, quantity and punctuality in rendering services are the essence of the contract and the vendor undertakes to abide by them at all times.
15. In the event of any loss/damage being caused to LIC on account of the negligence of the vendor or its employees, 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. The vendor shall give the services during the period as mentioned in annexure F of contract as per the LIC's requirements.
18. If the vendor commits breach of any of the terms and conditions hereof and/or fail to carry out any instructions 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.

19. 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, / DIVISIONAL MANAGER [I/C] LIC, DO AJMER whose decision shall be final and binding on both the parties. The venue of arbitration shall be at Ajmer. The provisions of the Arbitration and Conciliation Act, 1996 shall apply to the arbitration.
20. The employees/agents of the Supplier 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.
21. 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.
22. 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.
23. 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, the agreement shall forthwith stand terminated and the vendor shall be liable to the LIC for losses or damages on account of such breach.
24. 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.
25. Supply of the items should be within 30 days.
26. 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.
27. Tax at source will be deducted from the payment as per the Income Tax Rules applicable from time to time.
28. 10% security deposit will be deposited by successful bidder before order placed in favour of firm. Further this deposit shall not carry any interest and same will be refunded after three year [expiry of warranty period] of supply and installation date.
29. No Advance payment shall be made for purchasing items.
30. After the approval of competent authority order will be placed . Depending upon the requirements during the year order may be given for maximum two more on original rate and terms & conditions. The material will be delivered at Jeevan Prakash, Ranade Marg Ajmer-305001 or any other place that may be specified in order by the Corporation if so needed within the stipulated period as decided at the time of placing order but not more than 30 days from the date of order. If failing to supply within due time of 30 Days penalty will be imposed @ 0.1% per day (subject to maximum of 10% of the billed amount) from 31th day onward will be charged. But if supply in not made within 90 days Corporation have right to cancel the order and take appropriate action against the Firm.
31. If any, material supplied falls below the contractual specifications with regard to the quantity and quality , penalty clause (which will be decided by the competent authority on the merit of each case) would be invoked which is part and parcel of the conditions of the tender.
32. In case of any deviation from the specification in device /quality/brand/ etc the order shall be liable for rejection at the sole discretion of competent authority.
33. If defects of any kind is observed 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 .
34. If variation in the Specification is observed on receipt of consignment, the entire lot may be rejected besides imposition of penalty as stated in above as at the discretion of competent authority.
35. No extra Terms and Conditions of the vendor will be accepted. If any vendor gives his own Terms and Conditions his tender may be rejected without informing him.
36. The tender notice is also available at our official website: www.licindia.in. Overwriting/white-inking of any word/figure in the quotation unless duly authenticated by the tenderer is liable to be rejected at the discretion of LIC.

THE INSURANCE LAWS (AMENDMENT) ACT, 2015

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

We agree with all terms and conditions of the tender.

Tenderer's sign./ name and seal

Sr. Divisional Manager

Annex-F

INTERACTIVE CLASS ROOM SMART BOARD Tender no. 01/2024-25

Sno (1)	Item name (2)	Specifications (3)	Quantity (4)	Rate [Rs.] without GST (5)	Rate Rs. In words without GST (6)	Total GST with @ % (7)	Total Value including GST (8)	Warrenty minimum Three Yrs or more (9)
1	INTERACTIVE CLASS ROOM SMART BOARD	As per enclosed ANNEXURE - 1	1 (Single)					

* Rate mention in column no 5 [five] formn single unit only without GST will be the base for Deciding L-1

Seal & signature of authorised person

LIFE INSURANCE CORPORATION OF INDIA
CENTRAL OFFICE - ENGINEERING DEPARTMENT
MUMBAI

ANNEXURE -1

SPECIFICATION FOR INTERACTIVE CLASS ROOM SMART BOARD FOR ATC

Smart Interactive Class View Board with stylus and paper writing experience with ultra fine touch technology having instant response and high accuracy for class room engagement as per following specifications.	
SCREEN SIZE	85"/86"
PANEL TYPE	TFT LCD MODULE WITH OLED BACKLIGHT IPS / LED BACKLIT
ANDROID VER.	ANDROID 11 / ANDROID 13
DISPLAY AREA in mm	1895.04(H) X 1065.96(V) / 1913.04(H) X 1083.96(V)
RESOLUTION	UHD 3840x2160 (Pixels)
ASPECT RATIO	16:9
CONTRAST RATIO	1200 to 5000 :1
COLORS	1.07 Billion
BRIGHTNESS	400 to 450 nits
VIEWING ANGLE	H-178, V-178
SCREEN SURFACE	9H ANTI GLARE COATING / 3mm-4mm ANTI GLARE, TEMPERED GLASS
TOUCH	ULTRA FINE TOUCH TECH. / INFRARED TECH.
TOUCH POINT	20 points to 40 points touch
PROCESSOR	QUAD-CORE ARM Cortex (A55*4) or Similar
RAM	4 GB
ROM/STORAGE	32 GB
INPUT	HDMI x 3, TYPE Cx1, AUDIO IN x1, TOUCH x 1
OUTPUT	DP x 1, AUDIO OUT x1, VGA x1, RJ45 x 1
IN/OP USB	USB 2.0 x 1, USB 3.0 x 4, RS232x1
O/P SPEAKERS	15/16/20 W x 2

मण्डल प्रबंधक (प्रभारी) ,
भारतीय जीवन बीमा निगम,
मण्डल कार्यालय,
अजमेर।

बिड सिक्योरिटी डिक्लेरेशन

हम(फर्म का नाम) संलग्न
निविदा सं ... में जो दरें दी हैं उन्हीं दरों पर निविदा अवधि तक कार्य
करने की गारन्टी देते हैं यदि हम इन शर्तों व दरों से प्रत्याहृत करते हैं या
कोई परिवर्तन करते हैं तो हमें निविदा अवधि / / से / / के
लिये बर्खास्त कर दिया जाए।

दिनांक:
मोहर

हस्ताक्षर व फर्म की



This Pre Contract Integrity Pact is to be filled and submitted by the Bidder

PRE CONTRACT INTEGRITY PACT

General:

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on..... day of the month of2020., 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/srepresented by 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 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, 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/evaluation stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

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

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

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any 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) /Prevention of corruption (PC) act. Further, the bidder will not use improperly, for purposes of competition or personal gain, pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10** The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11** The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12** If the Bidder or any of the key personnel of the bidder, actively involved in the project is a relative of any of the actively involved personnel of the Buyer, the same should be disclosed.
The term 'relative' for this purpose would be as defined in section 2(77) of the Companies Act, 2013.
- 3.13** The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee or the BUYER.
- 3.14** The Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

4. Previous Transgression

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

5. Sanctions for Violations:

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

6. Independent Monitors:

- 6.1** The BUYER has appointed (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.
- Name, address,email of the Monitor(s):
1. Shri G. V. Krishna Rau
Villa 116, The Retreat, Tharabnahalli,Chikkajala Post, Bangalore-562157.
Cell: 9880240080
E-mail id: gvkrishnarau@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, 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 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.

7. Facilitation of Investigation:

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

8. Law and Place of Jurisdiction:

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

9. Other Legal Actions:

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

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

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

10. Validity:

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

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

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

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

Witness	
1.....	1.....
2.....	2.....