

Ref : OS/P&S/TENDER No. 2/2023-2024

Date : 14.06.2023

**TENDER NOTICE TO RATE CONTRACT FOR PRINTING & SUPPLY OF POLICY DOCKET COVERS  
(F.No.4111) FOR THE PERIOD FROM 01/07/2023 UPTO 30/06/2024**

Life Insurance Corporation of India, Divisional Office, Vadodara, GUJRAT - 390023, intends to invite sealed tenders for the above:

1. Tender forms can be obtained on payment of Tender fee Rs. 100/- ( NON REFUNDABLE ) + 18 % GST (ANY VENDOR WHO WISHES TO CLAIM CREDIT OF GST PAID BY HIM, WILL HAVE TO ATTACH A COPY OF FIRM'S GST NO. WITH TENDER DOCUMENTS) by Demand draft / Bankers Cheque in favour of LIC Of India (CHEQUES NOT ACCEPTABLE), payable at Vadodara or can be paid in cash, at our Vadodara Divisional Office cash counter in Account Code no. 114018 and copy of the receipt should be enclosed, on any working day during cash hours i.e. 10.15 A.M. to 04.30 P.M. on Monday to Thursday (Recess Time 1.30Pm to 2.00Pm) and on Friday from 10.15 Am to 4.45 pm (Recess time 1.30Pm to 2.15Pm) except Public holidays, from 14.06.2023 to 27.06.2023.
2. Tender will be issued from 10:15 Hours on 14.06.2023 to 16:30 Hours on 27.06.2023. Last date of receipt of filled in tenders is 16:45 Hours on 27.06.2023, by hand or by post, at our office "O.S. Department" LIC of India, Vadodara Divisional Office, 2<sup>nd</sup> Floor Jeevan Prakash, Subhanpura , VADODARA-390 023.
3. Tender received late, not in properly sealed cover, conditioned or not conforming to the prescribed conditions and not complete in all respect will be rejected. No excuse will be accepted for delay.
4. The name and address of firm should be mentioned on the envelope. The tender application must be accompanied by EMD (Earnest Money Deposit) of Rs. 5,000/- (Five Thousand only) by DD/Banker's Cheque in favour of LIC of India (CHEQUES WILL NOT BE ACCEPTED) payable at Vadodara or can be paid in cash at our Vadodara Divisional Office cash counter in Account Code no. 111135 and a copy of receipt should be enclosed. EMD of unsuccessful bidders will be refunded without interest.
5. **NSIC registered firms who wants to claim for exemption for payment of EMD, Security Deposit & Tender fees, should attach a copy of the latest NSIC Regn. Certificate, which should be valid and if applied for renewal then copy of such supporting papers should be attached for claiming the exemption with tender documents. In absence of any such document, tender shall be considered as not registered under NSIC and Tender Fee and EMD should be deposited by the firm otherwise tender will be liable to be rejected.**
6. Tender without EMD & Tender Fees will be rejected.
7. Successful bidders will have to provide Security Deposit @ 10% of the contracted value (where the quantum of order placed exceeds amount of Rs. 1 Lac) in the form of Demand Draft/ Bankers Cheque / Bank Guarantees through Scheduled Banks only & should be valid up to the job is over. The deposit shall not carry any interest and the amount will be refunded (without any interest on that) after the job is over. The Earnest Money deposited by the successful bidders will be adjusted towards Security Deposit. Further, in case of failure on the part of the successful bidders to deposit Security Deposit @ 10% of the contracted value (where the quantum of order placed exceeds amount of Rs. 1 Lac), LIC of India will be at liberty to deduct the amount of Security Deposit for the entire contracted value from any further payments due to the vendors.
8. The rate contract will remain in force from the period 01/07/2023 to 30/06/2024 and may also extend for one more year on mutual consent.
9. The Sr. Divisional Manager, Divisional office Vadodara, reserves the right to accept or reject any or all offers

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in full / part without assigning any reasons whatsoever. Further Corporation reserves the right to call for additional information/ any information mentioned in the tender (except that in Annexure A) at any stage from the vendors for the successful processing of the tender / rate contract.

The Envelope containing Tender should be super scribed as **“RATE CONTRACT FOR PRINTING & SUPPLY OF POLICY DOCKET COVER (F.No.4111) FROM 01/07/2023 UPTO 30/06/2024”**

10. **The Envelope should be sealed properly and shall be submitted** by addressing to “The Chairman, Stores Committee, LIC of India, Vadodara Divisional Office, Second Floor, Jeevan Prakash , Subhanpura, Vadodara – 390023.
11. Tender complete in all respect can be dropped in Specified Tender Box or can be submitted by hand delivery to Administrative Officer”, O.S. Department, Life Insurance Corporation of India, Divisional Office, Vadodara, 2<sup>nd</sup> FLOOR, “ JEEVAN PRAKASH “ SUBHAN PURA, NEAR SAMATA POLICE STATION VADODARA-390 023.
12. Tender will be opened on 28.06.2023 at 11.00 A.M.
13. Bidders or their authorized representative may be present at the time of opening of tender.
14. All empanelled vendors/ firms have to submit tender quoting rates.

All other details and Terms & conditions are given in Tender document.

**Sr. Divisional Manager  
VADODARA DIVISION**

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### Terms & Conditions

#### **RATE CONTRACT FOR PRINTING & SUPPLY OF POLICY DOCKET COVERS (F.No.4111) FOR THE PERIOD FROM 01/07/2023 UPTO 30/06/2024**

The Tender consists of 12 pages including tender notice i.e. Page No.1 & 2, Terms and Conditions: Page No. 3-5, Page No.6- Annexure A & Page No 7 to 12 Integrity pact. All pages are part of tender .The bidder has to put his signature and seal on each page of the tender document.

1. The tender should be sent so as to reach this office ON OR BEFORE 16.45 Hrs on date 27.06.2023. Tender received after that will be rejected.
2. The envelope should be sealed properly and super scribed as “TENDER-2/2023-2024, **RATE CONTRACT FOR PRINTING & SUPPLY OF POLICY DOCKET COVERS (F.No.4111) FOR THE PERIOD FROM 01/07/2023 UPTO 30/06/2024.** The name of firm should also be mentioned on the envelope.
3. Earnest Money Deposit (E.M.D.) will be forfeited in case the bidder refuses to execute the Order, either full or part, if placed at the quoted rates. In that event LIC may decide/debar/blacklist the Concerned Supplier and the decisions will be final and binding on all concerned.
4. The rates quoted in the Annexure A shall be on F.O.R. Basis **excluding G.S.T but including all other charges like Packing, delivery, transportation, loading and unloading charges, for good quality paper from a reputed brand. The rate of G.S.T. will be as applicable from time to time. Please attach a copy of GST No. of the firm.**
5. All bidders are requested to submit self attested copy of PAN CARD along with cancelled cheque bearing IFS Code and bank account number and type of account viz SB/ Current etc. Also please mention whether PAN CARD is in the name of firm or individual.
6. Printing job may be performed in any Language viz. Gujarati, Hindi, English, bilingual or trilingual as per our requirement/specifications.
7. Rate Quotations must be given, as per prescribed format as mentioned in Annexure A duly sealed and signed by Proprietor/ Director/ Manager of the firm and should be either TYPE WRITTEN or must be IN INK and should not be with any hedging conditions or overwritten. If the rates are overwritten or not legible, the quotations will be subject to rejection. If the rates quoted in words and figures are different then rates of that bidder will not be considered.
8. Corporation reserves the right to accept any quotation in full or part. This does not necessarily mean that the lowest quotations will be accepted. The Corporation may, within in its right, award tendered job in part to one of the vendor and remaining job to another vendor.
9. All deliveries must be made at our Stores Department located at Vidhya Chambers, 2<sup>nd</sup> Floor, Opp. Reliance Petrol Pump , Besides Jai Ratna Building , R V Desai Road, Vadodara – 390001.
10. If at any point of time, it is discovered that materials received are not according to the specification with regard to the quantity and quality of the paper/printing/packing, penalty will be decided by the Sr. Divisional Manager, LIC of India, Vadodara Divisional Office, on the merit of each case, will be invoked which is part and parcel of the terms and conditions of the tender. Penalty may be imposed as decided by our competent authority or SUCH SUPPLY WILL BE REJECTED AT THE SUPPLIER’S COST and they will have to supply materials exactly according to the specification and in the event of non- compliance with the condition, Corporation will be at liberty to take such action as it deems fit.
11. Art work is to be **submitted within 5** days from date of order. Supply of stationery is to be made within 30 days from the date of receipt of purchase order or date of approval of proof reading / art work, whichever is

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later. Any delay in completion of work over the stipulated period will attract penalty of 0.1% of the bill amount per day, subject to Maximum of 5% of the bill amount. **If the delay of supply goes beyond 90 days from the date of receipt of purchase order, then the Competent Authority reserves the right to cancel the order with deduction of 5 % of the order value from EMD at the time of refund of EMD after successful completion of term of rate contract.** Apart from Financial Penalty Corporation reserves the right to impose any other Penalty which include Cancellation of order, Termination of Contract or Blacklisting of the firm etc as deemed fit by our competent authority.

12. Any tender not in compliance with given terms and conditions will be liable for rejection. No extra terms and conditions of the bidder will be accepted. If any vendor gives his own terms and conditions, his tender will be rejected without informing him.
13. The rates quoted in **Annexure A** would be valid upto 30.06.2024 and may be extended for one more year, with same rates and keeping other terms & conditions unchanged, depending upon satisfactory services rendered by the printer/supplier and requirement of the office, but Corporation reserves the right for any alteration in period of the tender which will be strictly binding on the suppliers.
14. Payments will be made through NEFT only after the complete and successful supply of order. No advance or adhoc payments will be made. T.D.S. shall be deducted as per prevailing IT rules.
15. Work order may be placed in parts depending upon the requirements during the contract period. Quantity of items required during the period mentioned is approximate however Corporation reserves the right to increase / decrease the quantity required according to future need.
16. The Corporation reserves the right to cancel the contract/annual rate contract without assigning any reason at any time by giving 30 days notice in advance in case of simple termination of contract/annual rate contract but in case of breach of the terms of the contract/annual rate contract may be terminated forthwith.
17. If at any point of time the Vendor is blacklisted from any of Offices of Corporation then this contract will be terminated immediately.
18. 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 will be terminated immediately 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 terms to be decided by LIC of India.
19. Any dispute arising out of this acceptance shall be referred to for "Arbitration" to The Sr. Divisional Manager, L.I.C. of India, Divisional Office, Vadodara and his decision shall be binding on the Firm/ Vendor/ Supplier. The Firm/ Vendor/ Supplier shall not raise any question of the competence of the Sr. Divisional Manager to act as sole arbitrator. The competent authority reserves all the rights to accept and/or reject any tender without assigning reasons thereof. Any dispute arising out of or relating to this tender shall be deemed to have arisen in VADODARA and shall be under adjudication a court in VADODARA.
20. Successful bidders will have to provide Security Deposit @ 10% of the contracted value (where the quantum of order placed exceeds amount of Rs. 1 Lac) in the form of Demand Draft/ Bankers Cheque / Bank Guarantees through Scheduled Banks only & should be valid upto the job is over. The deposit shall not carry any interest and the amount will be refunded after the job is over.

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**THE INSURANCE LAWS (AMENDMENT) ACT, 2015**

1. 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 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.
2. In terms of provisions of Section 33 (4) of The Insurance Laws (Amendment) Act , 2015, Insurance Regulatory and Development Authority of India (IRDAI), if it considers expedient to do so, may direct any person hereinafter referred to as "Investigating Officer", to make an investigation as specified under Sec.33 (1) or carry out an inspection as specified under Section 33 (2) of the Insurance Laws (Amendment) Act, 2015, who may examine on oath any Manager, managing Director or Other Officer of the service provider or contractor where the services are outsourced by LIC of India.

**Sr. Divisional Manager**

**We agree with and accept all terms and conditions of the tender, which will be a part of contract and letter of undertaking to supply materials as per tender specifications. It is understood that the stipulated terms and conditions are accepted in toto.**

**(AGREED & ACCEPTED)**

**PRINTER'S/SUPPLIER'S SIGNATURE WITH SEAL**

**NAME OF CONTACT PERSON E-MAIL ID, PHONE/MOBILE NO.**

**DATE :**



भारतीय जीवन बीमा निगम  
LIFE INSURANCE CORPORATION OF INDIA

कार्यालय सेवा विभाग, वडोदरा मंडल कार्यालय, दूसरी मंजिल जीवन प्रकाश, समत पुलिस स्टेशन के पास सुभानपूरा  
वडोदरा -390023  
Office Services Dept., Vadodara Divisional, 2<sup>nd</sup> Floor Jeevan Prakash, Near Samata Police Station, Subhanpura ,  
Vadodara-390023.  
दूरभाष Tel.: 0265-2306763/230676, email-id: os.vadodara@licindia.com

## ANNEXURE A

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### TENDER SCHEDULE

#### RATE CONTRACT FOR PRINTING & SUPPLY OF POLICY DOCKET COVERS (F.No.4111) FOR THE PERIOD FROM 01/07/2023 TO 30/06/2024

I/We quote my/our rates as per specifications mentioned below :

#### SPECIFICATIONS

Sl. No	NAME OF ITEM	SIZE	ESTIMATED QUANTITY	Descriptions	Rates Per 1000 Policy Dockets (on F.O.R. basis, i.e. inclusive of all charges & excluding GST, GST AS PER APPLICABLE RATE.)	
					IN FIGURE	IN WORDS
1	POLICY DOCKET (F.No 4111)	14" X 7"	2,00,000	Single side printing in single colour (BLACK INK) having BITUMENISED WATER PROOF 'A' GRADE (SUPER GRADE) PAPER WITH CROSS THREAD LINES SINGLE SIDE PRINTING AS PER THE SAMPLE ATTACHED. Press line on the back side and at the bottom of the Cover. <b>Packaging Required :</b> 1000 Nos. packed in Gunny Bag/ Jute Bag for preparing each Bundle.		

**Sr Divisional Manager**

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## PRE CONTRACT INTEGRITY PACT

General:

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on..... day of the month of .....20 , 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” JeevanBimaMarg 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/s ..... represented 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:-

### 1. Commitments of the BUYER

The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting on implementation process related to the contract.

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.

All the officials of the BUYER will report to the appropriate “CVO” any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

1. 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.

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### **Commitments of BIDDERS**

2. 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:-

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.

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.

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.

BIDDERS shall disclose the payments to be made by them to their agents/brokers or any other intermediary, in connection with this bid/contract.

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.

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 officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

The BIDDER/Contractor will not commit any offence under the relevant India penal code (IPC) /Provision of corruption (PC) act .Further 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.

The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.



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If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an Officer of the BUYER has financial interest/stake in the BIDDER's firm; the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in section 6 of the Companies Act 1956.

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. Previous Transgression**

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.

The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

### **4. Earnest Money (Security Deposit):**

While submitting commercial bid, the BIDDER shall deposit an amount Rs..... (to be specified in RFP/Tender ) as Earnest Money as applicable/Security Deposit, with the BUYER through any of the following instruments:

(i) Bank Draft of Pay Order in favour of LIC.

(ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

(iii) Any other mode or through any other instrument (to be specified in the RFP/Tender).

The Earnest Money /Security Deposit shall be valid up to the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of sanctions for Violation shall be applicable for 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.

No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

### **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:-

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- (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 recover all sums already paid by the BUYER, and in the case of an Indian BIDDER with interest thereon at 2% above the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% above the LIBOR (London Inter Bank Offer Rate). If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) 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.
- (vi) 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.
- (vii) 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.
- (viii) 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.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) 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 6.1(i) to (x) 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 convulsive 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 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 that similar product/systems or sub

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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):

Shri Rajnikant Mishra, Ex- Director General in BSF, B-1801-Amarapali Sapphire, Sector-45, NOIDA(UP)-PIN-201303, Cel-9717328500, E-mail [rkm592002@yahoo.co.in](mailto:rkm592002@yahoo.co.in) & [rkmishra84@gmail.com](mailto:rkmishra84@gmail.com)

Shri Arun Chandra Verma, IPS (RETD), Flat No. C-1204, C Tower, Amrapali, Platinum Complex, Sectorc-119 NOIDA (UP), Cell- 8130386387, E- mail – [acverma1@gmail.com](mailto:acverma1@gmail.com)

7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extend 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 /Contractor 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 Authority designated\*\* by the BUYER.

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.

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 designated authority\*\* of BUYER /Secretary in the Department/ 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.

## 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.

## 09. 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:



भारतीय जीवन बीमा निगम  
LIFE INSURANCE CORPORATION OF INDIA

कार्यालय सेवा विभाग, वडोदरा मंडल कार्यालय, दूसरी मंजिल जीवन प्रकाश, समत पुलिस स्टेशन के पास सुभानपूरा  
वडोदरा -390023  
Office Services Dept., Vadodara Divisional, 2<sup>nd</sup> Floor Jeevan Prakash, Near Samata Police Station, Subhanpura ,  
Vadodara-390023.  
दूरभाष Tel.: 0265-2306763/230676, email-id: os.vadodara@licindia.com

Ref:OS/Tender NO. 02/2023-2024

Date: 14/06/2023

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.

**11 Validity:**

**11.1** The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

**11.2** 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.

**12.** The parties hereby sign this Integrity Pact at.....on.....

**Bidder.....**

**Seal & Signature of the Bidder.**