



Thane Divisional Office, Jeevan Chintamani, V.N. Mahamarg, Thane(W)-400604.

Ref: TDO/OS/Tender 1

Date : 19.04.2023

**Limited Tender for supply of Continuous Stationery**

Tenders are hereby invited for supply of Continuous stationery for the items listed in **Annexure II**, from our **empanelled vendors** dealing with Printing & stationery.

**1. TENDER SCHEDULE :**

Date of Floating Tender: 20.04.2023

Tender Notice will be uploaded on our website [www.licindia.in](http://www.licindia.in) on 20.04.2023

Last Date of Submission of Tender: 04.05.2023 before 4p.m except all Saturday, Sundays and Public holidays.

Tender will be opened on : 8.05.2023 at 3 p.m.

**2. TENDER FEE / EMD / SECURITY DEPOSIT**

a. **Tender Fee** : NIL

b. **Bid Security Declaration (Annexure I)** should be submitted in lieu of EMD with the Bid Documents for non MSME vendors

c. **Security Deposit** : 3 % of the order value ( If Total Order Value under approved items is above 1Lakh) to be deposited by selected bidder (L1 Bidder) **within 8 days of Tender allotment letter**. Security Deposit is to be submitted by a Demand Draft in favour of LIC OF INDIA payable at Mumbai/Thane . Security Deposit will be refunded after the end of contract period . In case the Bidder fails to pay the Security Deposit bidder will be debarred from participation in future Tender during the tender period. Security deposit amount may be forfeited if the vendor backs-out of his obligations as per this Bid.

**3. PRE CONTRACT INTEGRITY PACT :**

Forms of “**PRE CONTRACT INTEGRITY PACT**” to be treated as the integral part of the Tender & should be deposited duly filled, signed, stamped & witnessed with the Tender.

#### **4. TERMS & CONDITIONS OF THE TENDER:**

##### **Mandatory Conditions :**

1. The vendors should supply the items **as per the specifications** given in **Annexure II**.
2. Rate quoted will be applicable for the entire quantity mentioned in the tender and also for additional supply if required .
3. Rate should be quoted as **Basic rate per thousand inclusive of all charges but excluding GST** and to be mentioned both in words & figures in the given format duly typed **on company letterhead** without any alterations. Please note that rate given on **Our letterhead** will not be considered. In case of discrepancy found in figure and words in price bid, figures in words will hold good.
4. **GST** rate should be quoted separately e.g. 6%,12%, 18% etc. **with HSN Code**.
5. Any kind of **overwriting/correction** has to **be authenticated with authorized signatory with the seal of a company**. The quotation must be either Typewritten or in ink.
6. **Paper sample** along with quotation is compulsory. Bidder should clearly mention **weight, paper company name & signature of your official & seal on paper sample**. **Quotation will not be considered without specified paper sample**.
7. **Attested copy of MSME or NSIC certificate with validity period mentioned thereon will be accepted along with the tender**.
8. You are requested to sign each and every page of contract in acceptance of the terms and conditions of the contract.
9. Conditional Tenders or Tender Offer differ with our Tender Conditions will not be entertained..
10. Quotations for the tender should be in sealed envelopes addressed to **Sr Divisional Manager** and it should be delivered by hand to our office located in the chamber of **Manager (OS), LIC Of India, Thane Divisional Office , Jeevan Chintamani Bldg, OS Dept, 3<sup>rd</sup> Floor, V N Naik Mahamarg, Thane [w] 400604** so as to reach to our office before due date and time.
11. No consideration whatsoever shall be given for postal or any kind of delays. Tenders received late are liable to be rejected at the sole discretion of the Senior Divisional Manager.
12. L1 will be decided on the quantity and total cost including GST for each item in the tender.

### **General Conditions:**

1. Art proof is required to be submitted within 7 days from the date of selection of L1, which should be thoroughly checked at your end and it should be error free.
2. No price rise will be entertained during the validity period of the tender and for any subsequent supply.
3. TDS will be deducted as per the prevailing rate from the bill amount.
4. Sample checking will be done at the time of delivery of each lot & if found unsatisfactory, the whole lot will be rejected & it will have to be replaced within 3 working days otherwise it will attract penalty as per mentioned in penalty clause
5. If any vendor backs out after receiving tender letter, Corporation will be at liberty to purchase the same goods from any other vendor / firm and the first vendor has to make good any loss or damage that the Corporation suffers thereby in addition to the penalties mentioned under penalty clause and he will be blacklisted.
6. Pre-contract Integrity Pact duly filled, signed and sealed should be submitted along with the tender.
7. Close liaison on day to day basis, with our department will have to be maintained in carrying out the job, it should be your responsibility to ensure that the order is executed as per our specifications in the Tender. Any failure on your part, in adhering to our specifications and schedule will attract financial compensation & penalties mentioned under penalty clause.

### **Placing of Orders:**

1. LIC of India, Thane Divisional Office will place purchase orders for stationery items after approval of art proof. The vendor should point out any discrepancy found within three working days of the receipt of purchase order in person or through mail. Subject to this, the date on which the required information/correction in purchase order is intimated to the vendor through mail would be deemed to be the date of acceptance of Purchase Order for the purpose of calculating the delivery period and penalty.

### **Delivery Conditions:**

1. Delivery should be made for the entire ordered quantity within 30 days of purchase order given. However, in case of urgency, delivery may need to be made in piecemeal.
2. While making the delivery of the continuous stationery, it should be packed neatly in bundles of 2000 each.
3. Labels indicating name of the item, firm, quantity per packet, numbering if any etc. are to be pasted on the packet as per the instructions.

### **Force Majeure :**

If there is delay in performance or other failures by the supplier to perform its obligation under its contract due to event of a Force Majeure, the supplier shall not be held responsible for such delays/failures.

### **Penalty Clause:**

Unless otherwise mentioned by us, all offers will be considered for delivery within the date specified in our order . In the event of delay in delivery after stipulated period, failure to replace the damaged or improper quality of stationery, delay in supply more than 30 days where the delivery is to be done in installments the vendor shall be liable to penalty at a percentage of the total order value subject to a maximum of 10% [@2% for the first week, @5% for the second week & 10% for the third week & above]. For the purpose of this clause part of the week is considered as a full week. Delay in the performance of delivery obligations shall render the vendor/firm liable to any or all of the following sanctions:

- a. Imposition of Penalty
  - b. Termination of the contract for default
  - c. Retention of money (Security Deposit)
  - d. Black listing of the vendor.
1. If after the supply is delivered , it is discovered that the supply does not conform to the specifications, such supply may be rejected at the bidder's cost and the total amount for the rejected supply shall be recovered from the bidder. In the event of non compliance with the tender conditions or for any complaint about the quality of goods , the bidder shall be liable to pay damages and compensation as decided by the Corporation for the loss of image and goodwill of LIC Of India
  2. Further, in the event/ non-payment of security deposit, failure to supply required quantity of stationery within scheduled time or failure to replace the damaged or improper quality of goods, LIC Of India may decide to **debar/blacklist the concerned bidder** and the decision of the Corporation shall be final and binding on all concerned.

**Bill Payment:**

1. Payment of bill will be made within 30 days from the date of submission of bill cum delivery challan through NEFT.
2. You have to submit Neft details on company letterhead along with current account cancelled cheque bearing company name and attested copy of Pan Card.
3. TDS at the appropriate rate will be deducted from the bill amount applicable as per the income tax rules.

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.

orporation reserves the right to reject any or all the tenders without assigning any reason thereof.

Submission of your tender in response to our aforesaid tender notice will deemed to be acceptance of our terms and conditions stipulated therein.

Any tender not complying partly or wholly, with all above mentioned terms and conditions will be liable for rejection.

All matters & disputes related to this tender are subject to the legal jurisdiction of Hon'ble Courts situated in Mumbai.

**Sr Divisional Manager**



**Tender 1 – Continuous Stationery  
(Only from Panel Vendors)**

**Annexure II**

Sr. No.	Item No. and Descriptions	Specifications (Quality make ,size& weight)	Quantity	HSN CODE	GST %	Basic Rate per thousand inclusive of all charges but Excl GST (A)	GST Amt (B)	Total Cost per thousand including GST in Figure	Total cost per thousand incl GST in words
1.	TC-5 Blank with Logo & Emblem	10"x12"x l , 70 gsm, TNPL / A grade White paper single side printing with LIC logo & numbering from 000001 TO 3000000 Perforations: vertically marginally ½" apart from either side and horisanally at 12" Packing : 2000 sheets in one bundle neatly packed in thick carton.	30 Lakhs  ( In 6 installments of 500000 quantity each)						

**Signature  
& Seal of CEO of a  
Company)**



Ref: CO/OS/B/EMD/2020-21

Date : 20.04.2023

### **BID SECURITY DECLARATION**

If the Bidder withdraw or modify their Bids during the validity period of tender contract they will suspended from participating the future tenders during the period of contract.

**Bidder**

**Signature of CEO with seal of a Company**

**Witness 1:** \_\_\_\_\_ \*(Compulsory)  
(Name & Desig)

**Witness 2 :** \_\_\_\_\_ \*(Compulsory)  
(Name& Desig)

- **Please Submit on Company Letterhead**



## PRE CONTRACT INTEGRITY PACT

### General:

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on..... day of the month of .....201 , 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/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:-

### Commitments of the BUYER

1.1The 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 appropriate "CVO" 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 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.

**3.7** 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.

**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 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 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.

**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.

#### **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 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.

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

**5.1** While submitting commercial bid, the BIDDER shall deposit an amount of **NIL** (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 ).

**5.2** 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, which ever is later.

**5.3** 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.

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

## **6. Sanctions for Violations:**

**6.1** 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 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/recission 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 may 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.

**6.2** 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.

**6.3** 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 of this Pact.

## **7. Fall Clause:**

**7.1** 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 subsystems/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.

## **8. Independent External Monitors:**

**8.1** 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):

1) Shri Kata Chandrahas, IRS(Retd),G-1, Reliance Homes, 8-2-547/R, Road No 7, Banjara Hills, Hyderabad - 560034. E-mail:kchandrahas@yahoo.com  
Mobile No 8008449678.

2) Shri G V Krishna Rau- Ex-Addl. Chief Secy. & Development Commissioner to Govt. of Karnataka – Villa 116, The Retreat, Tharabanahalli, Chikkajala Post. Bangalore-562157. Email: gvkrishnarau@gmail.com

**8.2** 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.

**8.3** 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.

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

**8.5** 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.

**8.6** 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.

**8.7** 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.

**8.8** 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.

## **9. 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.

## **10. Law and Place of Jurisdiction:**

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

## **11. 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.

## **12. Validity:**

**12.1** 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.

**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**

Signature of the In-charge-  
Name of the In-charge: **Shri Sujay Dutta**  
Designation : **Sr Divisional Manager**  
Deptt./MINISTRY/PSU : **LIC of India,**  
**Thane Divisionl Office, Thane**  
Witness 1 : .....  
Witness 2 : .....

Signature of CEO -  
Name:  
Dept:  
  
1: .....  
2: .....