

Ref. OS/Stationery

Date : 28.03.2023

Tender NO. 4/OS

**Re: - Annual Rate Contract amongst empanelled vendors for printing of various Envelopes/
Policy Dockets/Proposal Folder/Loan Docket.**

We intend to print various Envelopes/ Policy Dockets/Proposal Folder/Loan Docket as per our requirement given in below mentioned table in Annexure D. This will be a LIMITED single bid rate contract for one year. Quantity and frequency of requirement will be as per our need. We invite quotations of rates from empanelled vendors as per terms and condition given below. Vendors not on our panel should fill Annexure A, B, C and D along with Integrity Pact. Non empanelled vendors should submit following documents duly signed and sealed. All the documents are to be signed and sealed.

1. PAN Card
2. GST Certificate
3. 3 years Income papers
4. 3 years turn over details
5. Experience certificate
6. Certificate of Shop & Establishment

Schedule of Tender

PERIOD OF ISSUE OF TENDER	28.03.2023 to 12.04.2023
LAST DATE OF SUBMISSION OF TENDER	12.04.2023 upto 5:00 PM
DATE OF OPENING OF TENDER	13.04.2023 11.00 AM

The Terms and Conditions of Tender.

1)}The Tender application must be accompanied by EMD (Earnest Money Deposit) of Rs. 20,000/- (Rs. Twenty thousand only) by D.D in favor of LIC of India payable at Amravati. In case of Micro and Small enterprises who have registered with the Director of Industries (DI)/ District Industries Centre (DIC) as manufacturing/service enterprises by filling Entrepreneurs memorandum (Part- II) will be exempted from payment of earnest money.

2)} EMD of a tender will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect after the due date of the tender, within the period of validity of its tender. Further, if the successful tenderer fails to furnish the required performance security within the specified period, its EMD will be forfeited.

3)}Tender should reach to us on or before the date & time specified.

4)}You must enclose the specimen of the paper which you intend to supply us. The specimen should be duly signed and sealed. Without which your quotation will not be considered. Name of the brand must be mentioned such as Andhra, Ballarpur, TNPL, Centaury paper etc. Company/ Mill stamp on sample papers is must.

5)}Rates should be quoted on the basis of F.O.R. Divisional Office "Door Delivery". This includes Packing and forwarding charges, Transport, Door delivery charges and Loading and Unloading charges and any other charges, taxes etc except GST.

6)}Rates shall be exclusive of GST

7)}Please send your tender in a sealed envelope. The Envelope should be super scribed with "QUOTATION FOR VARIOUS ENVELOPES/POLICY DOCKETS/PROPOSAL FOLDER/LOAN DOCKET". Tender number & date should be mentioned at the top of the envelope.

8)}The rates shall be valid for a period of 1 year from the date of Letter of Acceptance. However,

the contract may be renewed further upto 1 year on mutual consent at the same rates and keeping other terms & conditions unchanged, depending upon satisfactory services rendered by the printer/ supplier and requirement of the Office and at the sole discretion of the Competent Authority.

9) The Corporation reserves the right to accept any tender, and not necessarily the lowest tender.

10) Any tender not complying partly or wholly with these terms & conditions will be liable for rejection.

11) The Corporation shall not assign any reason for rejecting the Tender.

12) 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, Amravati and his decision shall be final & binding on the Firm/ Vendor/ Supplier

13) Any dispute arising out of or relating to this shall be deemed to have arisen in Amravati City and subject to adjudication of Amravati Court.

14) No alteration in quality or quantity of the item ordered or no enhancement in the rate of the item shall be accepted.

15) Work order may be placed in parts depending upon the requirements during the contract period. The quantities mentioned in the ANNEXURE-D are approximate and may vary up to any extent.

16) On scrutiny of the quotations, you will be informed regarding the allotment of the job to you if any. The security deposit of 10% of the total annual contract to be paid either by D.D. or cash at LIC cash counter immediately after notification of the award. The deposit shall not carry any interest. The Earnest Money deposited by the successful bidders can be adjusted towards Security Deposit.

17) The artwork for which the order is placed should reach us within 7 days from the date of the order for verification & the same after corrections if any, should reach us within next seven days for finalization which should be error free and without any mistakes, omissions, additions etc. If the above schedule is not observed, the order will be liable for cancellation.

18) If it is found that the vendor is incompetent to complete the job even after the submission of the consecutive proofs or is unable to follow the instructions given, the order may be withdrawn from such a vendor and security deposit will be forfeited.

19) The time limit for supply of stationery would be 21 days from the date of purchase order or from the date of final approval of artwork whichever is later.

20) A penalty @ 1% on the cost of the stationery will be imposed per week for delay in supplying the stationery after 21 days. Any fraction of days over and above week will be considered as one week for levying penalty.

21) Apart from Financial Penalty, Corporation reserves the right to impose any other Penalty for inferior quality supply and/or delay in execution of order, which include Cancellation of order, Termination of Contract or Blacklisting of the firm etc as deemed fit by our Competent Authority.

22) Expected GSM of the form is indicated in the chart enclosed stating particulars of form. The supplier should adhere to this GSM and quality of paper. No variation in this regard will be accepted.

23) On receipt of the stationery the quality and quantity of the forms will be checked by the Divisional Office.

24) If your paper is found to be not matching required GSM or is not of the brand offered by you in your quotation and the quality is inferior, the whole supply will be rejected at the supplier's cost and we shall not be liable for making any payment for substandard supply. Further the security deposit will also be confiscated. The purchase order is also liable to be cancelled and no further correspondence will be entertained once the order is cancelled.

25) GSM percentage upto (-) 4% will be ignored and deviation from 5% to 7% will be accepted only once by imposing the penalty of 10% of bill amount. On subsequent occasion, the stock having deviation in required GSM will be rejected.

26) The Envelopes/ Policy Dockets/ Proposal Folder/ Loan Docket should be printed with small logo and DO name at the upper left corner of the front page. A line containing your name, the name of paper manufacturing company e.g. Ballarpur, Maplitho, TNPL, Andhra centaur and its GSM should invariably be printed in lower left of each page in small letters.

27) Packing: - a) Every bundle of 1000 Envelopes/ Policy Dockets/ Proposal Folder/ Loan Docket should be wrapped up in waterproof plastic polythene bag. Failure to meet this requirement will attract penalty. b) One sample of the form is to be pasted on the top side of the bundle..

- 28)Payment: - On receipt of the quantity and quality report, Divisional Office will make payment with in 15 days from the receipt of such reports.
- 29)Your quotation should reach us on or before 12th April, 2023 upto 5:00 PM. Quotation received after this date & time is not likely to be considered.
- 30)Tenders will be opened on 13/04/2023 at 11.00 AM
- 31)LIC reserves right to print all type of Envelopes or selective Envelopes as per Annexure D as per requirement of office.
- 32)All the papers, annexures and attachments are to be signed by authorized person with proper seal.
- 33)You have to submit Pre Integrity Pact along with tender duly filled and signed.

Address MANAGER (E&OS) DM
LIC OF INDIA, DIVISIONAL OFFICE, JEEVAN PRAKASH, SHRIKRUSHNA PETH,
NEAR DAFRIN HOSPITAL, AMRAVATI. 444601.

Sr Divisional Manager

Declaration

I accept the terms & conditions as mentioned above.

Signature of the Firm with Seal



LIFE INSURANCE CORPORATION OF INDIA DIVISIONAL OFFICE- Jeevan Prakash, Shrikrushna Peth, Amravati
Tel: 0721-2552210/2660489 Email: os.amravati@licindia.com

TECHNICAL BID { APPLICATION FORM }

ANNEXURE -A

Tender Notice regarding “Annual Rate - Contract for supply of Envelopes/ Policy Dockets/Proposal Folder/Loan Docket

Sr. no.	INFORMATION SOUGHT	INFORMATION PROVIDED
1	Name of The Firm {In Block Letter}	
2	Date of establishment /Incorporation. { The firm should have a minimum 3 years standing }	
3	Correspondence address and Telephone No. [Details of email and website, if any].	
4	Address of Head Office (if Separate) with Telephone No.	
5	Name of Chief Executive/ Office Head with his Present addresses and Telephone Nos.	
6	Name of Official with Designation who would be Representing your firm and is authorized to interact with us.	
7	Name and Address of the Bank where the Firm has its Bank Account. Bank A/C no with IFS code.	
8	PAN No. { Please attach the self attested Copy }	
9	G.S.T. no { Please attach the self attested Copy }	
10	Whether holding valid certificate under shops & establishment act, If “YES” duly renewed copy should be enclosed all documents & Registration etc. should be valid on the date of opening of Tender.	
11	Whether the firm is registered under factories act? If so please furnish & attach the copy of details	
12	State the latest Income Tax Assessed year and the amount of tax assessed (copies of last 3 years IT Returns / Balance SHEETS / Revenue A/C to be enclosed)	2019-20 2020-21 2021-22
13	Turnover for the last three financial years	2019-20 2020-21 2021-22
14	Do you agree to abide by the Terms and Conditions of the Tender and the Contract?	
15	If your firm is empanelled with any of office of LIC of India or any other PSU (Central) Please give name, address & since when you are empanelled with them.	1) 2) 3)
16	Labour licence no. and validity under various sectors of Labour Laws.	
17	Please furnish Particulars of MSME/NSIC, if registered[Please enclose copy]	
18	Have you ever been Blacklisted by LIC Of India/ PSU/ Govt./ Semi govt. 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 sheets giving appropriate question number duly authenticating the same with seal and signature and attach it to the form.

I / We have read the instructions appended to the Proforma and I / We understand that if any false information is detected at a later date or Any future contract made between ourselves and Corporation, on the basis of the information given by me / us can be treated as invalid by the Corporation and I / We will be solely responsible for the consequences.

I / We agree that the decision of the Corporation in selection of Service Providers will be final and binding on me / us. All the information furnished by me/ us hereunder is correct to the best of my/our knowledge and belief.

I / We agree that I / We have no objection if enquiries are made about the work performance with clients mentioned at Sr. no.14 of Annexure A.

With reference to the above, having examined and understood the notice, Schedule / instructions to bidders, terms and conditions forming part of the tender, we confirm that the offer is in conformity with the terms and conditions as mentioned in the tender.

We understand that the Corporation is not bound to accept the offer either in part or in full and that the Corporation has right to reject the offer in full or in part without assigning any reasons whatsoever.

I / We request Life Insurance Corporation of India, Divisional Office, Amravati to consider our bid.

I/We agree to abide by all the ELIGIBILITY CRITERIA AND TERMS AND CONDITIONS mentioned in the tender and assure to render the services to the fullest satisfaction of LIC of India.

Signature of the bidder.

Seal of the Firm/Company

Place: _____

Date: _____

Note:

1. It is mandatory for the bidder to fill all the columns of the Application Form (Annexure-A). If any Point in the Application Form does not pertain to the bidder, it should be filled as not applicable. Applications incomplete in any respect or not supported by the requisite documents are liable to be summarily rejected.
2. The bidder must enclose the self attested photocopies of all the certificates / documents mentioned in various Points of the Application Form (Annexure-A).

ELIGIBILITY CRITERIA FOR BIDDERS

1. The Firm/Supplier/Company should be having the experience of printing/supply of Items as mentioned in Annexure-D (copy of self attested proof (printed sample or order copy) must be enclosed)
2. The bidders should preferably have / had Supply contract of Printing of Offset forms or similar items to at least one Govt. /Semi Govt. Quasi Govt. Departments PSUs /Reputed Firms Office for last 3 Years. (Copies should be attached)
3. The bidder Firm/Supplier/Company should have registration with state/local authorities for undertaking the profession and the bidder Firm/Company must submit self-attested photocopies of the proof in support of the same.
4. Average annual turnover for previous period of three years of the bidder Firm/Supplier/Company should be above Rupees 20 lakhs during last three Financial Years (2019-20, 2020-21 & 2021-22) and preferably have experience of execution of an order / Rate contract of one Public Sector undertaking/Department of State or Central Govt. / Reputed Company / Firm. The bidder Firm/Company must submit self-attested photocopies of the Work Orders/ Performance Certificates/ Bills/Invoices as proof in support of the same.
5. The firm should adhere to all statutory provisions, licenses & Registration necessary for undertaking the supply of Tender.
6. The firm/supplier/Company/Proprietor should have a valid PAN Card and GST No. (Copy should be attached) The firm/suppliers who have been black listed /removed earlier by any office of LIC of India should not apply.
7. The Firm/Supplier should have their own setup/factory/ for Printing of various forms Stationery. Broker/Dealer/other inter mediatory should not apply.

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 then 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 losses 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 knowledge and belief.

I/We have no objection if inspection of my/our premises/workshop, shop records etc by the Officials of the Corporation including inspection of the quality of any or all items of the Tender.

Signature of the bidder

Seal of the Firm/Company

Place: _____

Date: _____

ANNEXURE-C

UNDERTAKING

We hereby confirm that we have not been black-listed by LIC or PSU/ BFSI Organization / Government / Semi -Govt / Quasi Govt. Departments in India, as on date of submission of bid in response to the above Tender.

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

Dated at _____ this _____ day of _____ 2023

Authorized Signatory

Signature

Name:

Designation:

Name & Address of the company/Firm
Seal of the company

FINANCIAL BID (RATE CONTRACT)

ANNEXURE- D

Sr No	Type of Envelopes/ Policy Dockets/ Proposal Folder/ Loan Docket & Size	Paper Quality	Specifications	GSM of Paper	Approximate Quantity Required	Rate Per Thousand
1	Micro Envelopes- LP F.NO.3206 Size-12.5"X 8"	A- Grade Brown	Window size should be 2.5"X 4" at the 3" below from the Height of the envelope	80 GSM	1 Lakh	
2	Envelopes E-5 –LP 9"*4"	A- Grade Brown		80 GSM	5 Lakh	
3	Envelopes E-5 –ORD 9"*4"	A- Grade Brown		80 GSM	5 Lakh	
4	Envelopes E-6 –LP 11"*5"	A- Grade Brown		80 GSM	4 Lakh	
5	Envelopes E-6 –ORD 11"*5"	A- Grade Brown		80 GSM	2 Lakh	
6	Envelopes E-9–ORD 16"*10"	A- Grade Brown		80 GSM	50,000	
7	Proposal Folders Form No 4110 Size 12"*10"	120 GSM Andhra Craft Paper, Pin length= 1.5" Pin quality- with soft material		120 GSM	2 Lakh	
8	Policy Dockets Form No 4111 Size 14" * 6 ½"	A Grade Reinforce Paper		140GSM	1 Lakh	
9	Loan Dockets Size 12" * 5½"	A Grade Reinforce Paper		140GSM	2 Lakh	

1. Please affix adhesive tape on the rate quoted by you.
2. If there is any correction or overwriting it should be initialized and sealed.

Place -----

Signature of the bidder

Date -----

Seal of the Firm/Company

PRE CONTRACT INTEGRITY PACT

General:

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on..... day of the month of2021 between on one hand, the Life Insurance Corporation of India (hereinafter referred to as “LIC”) a statutory Corporation established under section 3 of Life Insurance Corporation Act 1956 (XXXI of 1956) and having its corporate office at “Yogakshema” Jeevan Bima Marg Mumbai 400021. (here in after called the “BUYER” which expression shall mean and include, unless the context otherwise requires, his successors in office assigns) of the First part and M/s.....represented by 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, 29 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.

(Signature and seal of vendor)

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:-

1. 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, 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.

1.2The 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, favor, 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 shall 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 BIDDERS 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 BIDDERS 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 BIDDERS 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 BIDDERS/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 BIDDERS 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; BIDDERS's exclusion from the tender process.
- 4.2** The BIDDERS 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, BIDDERS 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. 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 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.

(Signature and seal of vendor)

- 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):

.....

.....

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.

(Signature and seal of Vendor)

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 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 him / her 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.

(Signature & seal of Vendor)

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.

(Signature and seal of Vendor)

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:

Department:

Witness:

1. _____

1. _____

2. _____

2. _____

(Note: Bidder/seller/Service provider stores/equipment/item/service bidding process/Bid evaluation/process of availing services appropriate word may be used where ever applicable without altering the purpose /desired intention of the clause)

Seal of the vendor