



LIFE INSURANCE CORPORATION OF INDIA

DIVISIONAL OFFICE, JEEVAN PRAKASH, NAGPUR ROAD, MADAN MAHAL
JABALPUR 482002 (MP), TELEPHONE NO. (0761) 2671420
Email: sales.jabalpur@licindia.com

Life Insurance Corporation of India, Divisional Office Jabalpur (HEREINAFTER REFERRED TO AS Divisional Office) invites tender under two bid system for lodging and boarding for approximately 72 officers along with fully Air condition hall for training. The vendor would lodge, cater food and provide hall to train. With above in consideration Divisional Office, Jabalpur invites tender from reputed Hotels providing such facility functioning from within 15 KM from our Divisional Head Quarter Jabalpur (i.e. JEEVAN PRAKASH, NAGPUR ROAD, MADAN MAHAL, JABALPUR DIVISIONAL OFFICE, JABALPUR - 482002 (MP))

Details of the tender are as follows:

SN	DETAILS	REMARK
1	Tender No and Date	Sales/D0-37/Tender for hiring hotel rooms and hall(Including lodging & boarding) for Training Purpose in Jabalpur Dated 28.06.2023
2	Tender fees	Rs 250 + Rs 45 GST (18%) payable by way of demand draft or deposited at our Divisional office cash counter.
3.	EMD	Rs 70000.00 (Seventy Thousand only)
3	Address for submission of bid	CHAIRMAN STORES COMMITTEE Life insurance corporation of India Jeevan Prakash, Nagpur road , Madan Mahal, Jabalpur
4.	Timeline	As per the chart given below.
5.	Submission	Bidders fulfilling the eligibility conditions would complete and seal 1. Technical Bid : Annexure A, B & Seal and Signed Tender form (along with proof/payment of EMD and tender fees) and 2. Financial bid : Annexure C formats The above bids shall be submitted in sealed cover super-scribing as "technical Bid" or "Financial Bid" in separate envelopes. Both envelopes should be placed in an anther large envelope, seal it and mark "Tender for hiring hotel rooms and hall for Training Purpose in Jabalpur".
6.	Opening of Bids	Technical would be opened as per the Timeline given below. Bidders may attend or send their representative (1 person).
7.	Contact Details	Mr. Mahendra Kalkar Manager (Sales) LIC of INDIA, Divisional Office Jabalpur Telephone No (0761) 2671420 Mobile No 9425804541 Email -sales.jabalpur@licindia.com
8.	Official URL	https://www.licindia.in/tenders

Sr.Divisional Manager
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TENDER TIMELINE

SN	ACTIVITY	DETAILS
1	Tender No/Date	Sales/DO-37/Tender for hiring hotel rooms and hall(Including lodging & boarding) for Training Purpose in Jabalpur/28.06.2023
2	Pre Bid meeting	4.7.2023 at 11.30 Hrs at Divisional Office Jabalpur
3	Last date for receipt of Tender	7.7.2023 up to 15.00 Hrs at Divisional Office Jabalpur
4	Opening of technical bids	7 July 2023 at 15.30 Hrs at Divisional Office Jabalpur
5	Premises Inspection by LIC officials	8 and 9 July 2023
6	Opening of financial bids	11 July 2023 at 11.30 Hrs at Divisional Office Jabalpur
7	Finalization of tender and issuance of work order	12 July 2023

PROCEDURE FOR AWARDING THE TENDER

The tender will be awarded on the basis of financial quote for mandatory services as per "work details" given above, additional services/facilities provided by the vendor and Inspection Report of a team of LIC officers who would file the same after visiting the property. For Technical Evaluation, Ambiance Report of Inspection team, conformation to the eligibility criterion and other critical information contained in the tender forms would be used. After this evaluation financial bid of technically qualified bids would be opened and tender would be awarded to the vendor quoting least for mentioned services/facility.

Place
Date -

Seal and Signature of vendor

Work Detail:

1. The tentative number of officers would be as follows:

	WITH ACCOMODATION *	WITHOUT ACCOMODATION #	Total
Number of male officers	36	17	53
Number of female officers	11	08	19
Total	47	28	72

NOTE :

* (With accommodation Inclusive of Air condition Lodging and boarding, morning tea, Breakfast, Lunch , Dinner along with Tea/coffee with biscuits two times during session with AC hall),

#(Breakfast, Lunch , along with Tea/coffee with biscuits two times during session with AC hall)

2. The period of contact under the contract would be:

2.1 First phase - 16.07.2023 to 17.08.2023 (32 days)

2.2 Second phase - 10.09.2023 to 16.09.2023.(6 days)

3. Rooms for lodging officers - The rooms for lodging officers would be on twin / triple sharing facility basis. The amenities provided in the rooms would be as follows.

Rooms would be 2/3 bedded on twin/ triple sharing basis. It should have facilities for toilet and bathing, the beds should be separate. They should have proper ventilation, lighting facility and fan. There should be charging points. The rooms must have enough space for three persons. They should also have mirror, cabinet/wardrobe/almirah and chairs. The vendor would provide drinking water in Jug and tumbler, mosquito repellent clean and mop up every day, change bed sheets and pillow cover every alternate day, clean the washing and bathing facility every day, removal of garbage every day. The bathing area should have running cold and hot water. To sum the rooms must be as provided in standard hostel of educational institutes.

4. Food and beverage: The vendor would provide meals and beverage as per following chart:

VEGETERIAN MEAL/SNAKS
01. Bed Tea 02. Breakfast 03. Lunch 04. Dinner 05. Two times Tea/coffee with biscuits during training session.

Note: Timings would be provided with the final order.

Place
Date -

Seal and Signature of vendor

SUGGESTIVE DETAILS OF THE MEAL PLAN		
Sr No	Meal type	Menu / Item Details
1	Bed Tea	Morning Tea (150 ml)
2	Breakfast	<p>1) Toast / Bread with Butter & Jam</p> <p>2) Tea</p> <p>3) ONE NORTH INDIAN ITEM CONSISTING OF STUFFED PARATHA WITH CURD / PLAIN PARATHA WITH SABJI / POHA JALEBI/ PURI SABJI / PURI CHOLE / KULCHE CHOLE / CHEELA OR SUCH OTHER ITEM</p> <p>AND</p> <p>4) ONE SOUTH INDIAN ITEM CONSISTING OF IDLI VADA /UTTAPAM / UPMA OR SUCH OTHER ITEMS WITH COCONUT CHATNI AND SAMBHAR etc.</p>
3	Lunch	<p>1) Salad (Onion, Tomato, Cucumber, Radish, Carrot, Beetroot, Lime etc)</p> <p>2) Plain Rice / Jeera Rice (Basmati Rice only)and Roti</p> <p>3) Dal (Any one)/Kadi Pakora - Palak & Moong / Dal Fry / Urad Dal/ Masoor Dal / Dal Chana / Dal Arhar / Dal Tadka / Mix Dal / Rajma / Chholey etc.</p> <p>4) Two Vegetarian Dishes (1 dry & 1 wet) as per the list given below -</p> <p>(i) Vegetarian items (any one) - Mixed Vegetable / Alu Baingan / Baingan Bharta / Kathal / Alu Gobi / Alu Gajar / Matar Palak / Saag / Methi / Alu Methi / Cabbage / Tinda / Lauki / Kali Torai / Capsicum / Carrot / Beans / Bhindi / or any other seasonal vegetable.</p> <p>5) Papad, Pickle. Plain Curd/Rayta</p> <p>6) Sweet Dish-(any one) Gulab Jamun/Rasgulla/Ice-Cream/Balusahi/ khoya-jalebee/Kheer</p>
4	Dinner	<p>1) Salad (Onion, Tomato, Cucumber, Radish, Carrot, Beetroot, Lime etc)</p> <p>2) Plain Rice / Jeera Rice (Basmati Rice only)</p> <p>3) Roti</p> <p>4) Dal (Any one)/Kadi Pakora - Palak & Moong / Dal Fry / Urad Dal/ Masoor Dal / Dal Chana / Dal Arhar / Dal Tadka / Mix Dal / Rajma / Chholey etc.</p> <p>5) Two Vegetarian Dishes (1 dry & 1 wet) as per the list given below -</p> <p>(ii) Vegetarian items (any one) - Mixed Vegetable / Alu Baingan / Baingan Bharta / Kathal / Alu Gobi / Alu Gajar / Matar Palak / Saag / Methi / Alu Methi / Cabbage / Tinda / Lauki / Kali Torai / Capsicum / Carrot / Beans / Bhindi / or any other seasonal vegetable or Non vegetarian dish.</p> <p>6) Papad, Pickle. Plain Curd/Rayta</p> <p>7) Sweet Dish-(any one) Gulab Jamun/Rasgulla/Ice-Cream/Balusahi/ khoya-</p> <p>8) jalebee/Kheer</p>
5	Tea	Two times Tea/coffee with biscuits during training session

All other food items/beverages will be on "Unlimited" basis and buffet. There should not be any proportioning is allowed.

Place
Date -

Seal and Signature of vendor

5. Training Hall: The hall should have space to sit 72 trainees with front space for the trainer and projector, screen and training board. It should be spacious, clean and ventilated. The hall should have lighting and enough number of fans. There must be nearby toilet facility for male/female officers.
6. The vendor firm should provide clean safe and hygienic environment to the officers. The property must have 24 hours security arrangements.
7. The vendor firm should provide Dias projector, screen. Mike with sound system of standard make in training hall.

Eligibly Criterion for Bidders

1. The applicant must be a registered entity [Public Limited/ Private Limited/ Partnership Firm/Sole Proprietor/Individual] and should be based/operating a unit in JABALPUR.
2. Preference may be given to Vendor having experience for providing lodging and boarding groups for similar purpose.
3. The Vendor should possess requisite permission/license to undertake such activity as is contained in the Work Details above from the concerned Department of Central/State/Municipal Authorities/any other Authority
4. The vendor must comply with the provisions of Food Safety and Standards Act 2006 and Rules framed there under.
5. The vendor (directly or indirectly) whose earlier services have been terminated/blacklisted by LIC Divisional authorities earlier shall not be entertained.
6. The vendor should have valid PAN, GST registration.
7. The vendor should be position as on the date of tender and till the close of contact period to fulfill without qualifications statutory requirements as contained in the Annexure A.

Place
Date -

Seal and Signature of vendor

TERMS AND CONDITIONS

1. The offered Hotel should be situated within 15 KM from our Divisional Head Quarter Jabalpur (i.e. DIVISIONAL OFFICE JEEVAN PRAKASH, NAGPUR ROAD, MADAN MAHAL, JABALPUR - 482002 (MP))
2. The rates to be Quoted in Financial Bid shall be on per person per day basis, i.e. inclusive of AC lodging and boarding (bed tea, breakfast, lunch, dinner along with Tea/coffee with biscuits two times during training session) with AC hall for 72 persons, Dias Projector, Screen ,White Board , Mike with sound system as mentioned above.
3. All the facilities of Lodging, Boarding and conference hall should be available under one roof. Whole property. Premises must have necessary fire safety arrangements.
4. Room should be maximum triple occupancy.
5. Women officers would be adjusted so that they share room with women officer only. Otherwise they would be provided separate room.
6. Women officer would be provided exclusive toilet/bathing facility.
7. The hotel should have sufficient parking area for parking of vehicles of trainees ,trainers and visitors.
8. Each Bidder shall submit only one quotation.
9. Care should be taken to fill up the quotation legibly and clearly. Any overwriting / corrections / contradictions / tampering should be clearly initialed under seal
10. The tentative number of the officer may vary by +/-25% as per specified items under contract.
11. Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will result in disqualification
12. LIC may at its discretion, amend/modify the Terms and Conditions and/or extend the deadline for submission of quotation at any time prior to the last date of submission of tenders.
13. Tender process would strictly follow as per the timeline given in Annexure B
14. In case the last date of receipt/opening of quotation is a holiday the same shall be extended to the following working day. The time and venue will remain the same.
15. All the progress under the tender will be informed to bidders E-mail.
16. The successful tenderer will be required to deposit an amount equal to 3% of the contact value by demand draft drawn on any scheduled bank in favor of "Life Insurance Corporation of India", payable at **Jabalpur** within 2 days of receipt of intimation award but before the commencement of contract. The Security Deposit will be refunded to the vendor within 30 days of completion of the contract period without any interest of whatsoever kind.
17. The contact value once finalized shall be binding on the vendor. No change whatsoever other shall be permissible.
18. The Hotel Management shall comply with the regulations issued by the various Government Authorities under whose jurisdiction this agreement will fall, from time to time.
19. The Hotel Management shall raise the invoice/bill and LIC agrees to pay such invoices/bills latest within 15 working days of receipt of invoice/bill along with all the required statements/clarifications. Payment of bills, by the LIC, will be made through NEFT only. The bills must have LIC GST number as would be provided to the vender. Applicable income tax would be deducted from the payments towards settlement of bills.

20. Vendor should provide his bank details (Name, Account number, IFSC code, one cancelled cheque) along with quotation.
21. Any dispute arising out of this contract including any clarification as to the intent or interpretation of any of the provisions of these terms and conditions, the same shall be first referred to/sought from the Sr Divisional Manager, (I/C) Divisional Office, LIC of India, Jabalpur, whose decision in the matters shall be final and binding on the Contractor.
22. LIC will not be responsible for any other facilities provided other than what has been contracted for.
23. Vendor would provide generally popular food taste and variation.
24. Contract can be recalled by LIC after giving notice of one week and by vendor three weeks.
25. LIC may make deductions from bill payment for deficiency in agreed service.
26. **L-1 will be considered on the basis of the total amount shown in row "C" of Financial Bid Annexure -C .**

Place
Date -

Seal and Signature of vendor

**To be notarized and given with tender on stamp paper of Rs 100
Annexure A**

Statutory Requirements

VENDOR HAS TO ACKNOWLEDGE THE REQUIREMENTS, AGREE TO ENSURE CONFIRMITY AND UNDERATKE TO DO ALL THIS TILL THE COMPLETION OF CONTACT PERIOD.

I, _____, in the capacity of owner/proprietor/authorized person of M/s _____ unequivocally declare that M/s _____ is fully in its capacity authorized by all statutory local/other authorities to carry out the job as contained in the contact formed in pursuance of LIC of India tender notice Sales/DO-37/Tender for hiring hotel rooms and hall(Including lodging & boarding) for Training Purpose in Jabalpur Dated 28.06.2023

I, _____, in the capacity of owner/proprietor/authorized person of M/s _____ Hereby indemnify Life Insurance Corporation of India from any loss/litigation/liability which may befall due to violation/alleged violation/litigation/arbitration/penalty/any possible action by competent authority or any other individual or firm or entity in whosoever capacity any time during the contact period or any time ever after. I undertake that M/s _____ is functioning by upholding all limitations/obligations/duties/liabilities/approvals or any other directives as contained specifically under below mentioned statutes or any other statutes not mentioned here but is applicable/deemed to be applicable by any competent authority or any other individual or firm or entity in whosoever capacity at present, and during the contract period. Otherwise I undertake that full or part of below mentioned statutes or any other statutes that may have been given here is not applicable to M/s _____.

1. Provident Fund
2. EPF Act 1952
3. ESI Act 1948
4. Food safety and Standard Act 2006
5. State and Central labor laws
6. Child labor (Prohibition & Regulation) Act, 1986 or any other re-enactment or modification of same.
7. Contract labour(Regulation and Abolition) Act 1970 along with Contract labour(Regulation and Abolition) rule 1971
8. Employee Compensation Act 1923 or any other statute in respect of any claim or damage or compensation payable any accident or injury.
9. Any other Local/State/national statute/Order/Guidelines/directives

Place
Date -

Seal and Signature of vendor

TECHNICAL BID

Sales/DO-37/Tender for hiring hotel rooms and hall(Including lodging & boarding)
for Training Purpose in Jabalpur Dated 28.06.2023

Annexure B

SN	DETAILS	REMARK BY THE BIDDER
1	Name of the Hotel/Firm	
2	Address	
3	Name of Director/Proprietor/Partner Mobile Number e-mail Id	
4.1	Have you given stamped and notarized Annexure A? Yes/No	
4.2	Do you agree to indemnify LIC from all statutory/third party liabilities as contained in Annexure A? Yes/No	
5.1	Have you signed "Terms and Conditions" Yes/No	
5.2	Do you unequivocally agree to the Terms and Conditions Yes/No	
6	Have you gone through the "Procedures for awarding the Tender"?Yes/No	
7	Have you read and agree with the work details? Yes/No	
8	Have you read the eligibility criterion and confirm that you qualify as per the norms set there?	
10	How many two wheelers/four wheelers can be accommodated in the parking?	
11	EMD amount payment details	
12	Form fees payment details	
13	Any extra facility you may provide without additional cost	
14	License/Authorization for undertaking such activity as contained under "work details"	
15	PAN No	
16	GST No	
14	Any other information you want to add here	

I/We agree confirm that above form is filled after carefully going through the tender papers. I/We further confirm that I/We have read the whole tender document and understand that if any false information is revealed at a later date, contract made between ourselves and the LIC on the basis of such false information may be rendered invalid at the sole discretion of the LIC and I/We shall be solely responsible for the consequences and shall make good all losses caused to LIC in the process. I/We agree that the decision of LIC in selection of tender would be final and binding on me/us. I/We have no objection if inspection of my/our premises/property/firm is done by the official of LIC including the quality of the any service provided as under the "work details"

Place

Date

Signature and Seal



LIFE INSURANCE CORPORATION OF INDIA

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Sales/DO-37/Tender for hiring hotel rooms and hall(Including lodging & boarding)
for Training Purpose in Jabalpur Dated 28.06.2023

FINANCIAL BID

Annexure C

S.No.	Details	Rate Per Person Per Day (excluding GST)
A	With accommodation (Air condition Lodging and boarding, morning tea, Breakfast, Lunch , Dinner along with Tea/coffee with biscuits two times during session with AC hall)	
B	Without accommodation (Breakfast, Lunch , along with Tea/coffee with biscuits two times during session with AC hall)	
C	TOTAL (A+B)	

L-1 will be considered on the basis of the total amount shown in
row "C" .

Place
Date

Signature and Seal

PRE CONTRACT INTEGRITY PACT

General:

This Agreement (hereinafter called the Integrity Pact) is made on day of the month of2020. , between, on one hand, the Life Insurance Corporation of India (hereinafter referred to as "LIC") a statutory Corporation established under section 3 of Life Insurance Corporation Act 1956 (XXXI of 1956) and having its corporate office at "Yogakshema" Jeevan Bima Marg Mumbai 400021. (herein 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 "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 Outsourcing of (Name of the Stores/ Equipment/Item/Service) and the BIDDER/Seller/Service Provider is willing to offer/has offered the stores/services and WHEREAS the BIDDER/Seller/Service Provider is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is performing its function under the LIC Act 1956.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:- Enabling the BUYER to obtain the desired said stores/ equipment/ item/service at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and Enabling BIDDERS/Sellers/Service Providers to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

1. Commitments of the BUYER

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

1.2 The BUYER will, during the pre-contract stage/evaluation stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

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

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

Seal & signature of the bidder

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract of any other contract with the government for showing or forbearing to show favour or disfavor to any person in relation to the contract of any other contract with the Government.

3.3 Foreign BIDDERS shall disclose the name and address of their Indian agents and representatives in India, and Indian BIDDERS shall disclose their foreign BUYERS or associates.

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

3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/ integrator/authorized agent of the stores/equipment/items and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries, including officials of the BUYER or their family members, if any, in connection with the contract and the details of services agreed upon for such payments.

3.7 The Bidder will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The BIDDER/Security agency 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

Seal & signature of the bidder

data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

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

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

3.12 If the Bidder or any of the key personnel of the bidder, actively involved in the project is a relative of any of the actively involved personnel of the Buyer, the same should be disclosed.

The term 'relative' for this purpose would be as defined in section 2(77) of the Companies Act, 2013.

3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee or the BUYER.

3.14 The Bidder(s) /Security agency(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

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

5. Sanctions for Violations:

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

Seal & signature of the bidder

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 the following (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission:

1. Shri Rajni Kant Mishra, IPS (Retired)

Ex Director General in BSF
B-1801, Amrapali Sapphire
Sector 45, Noida (Uttar Pradesh) Pin 201303
Email- rkm592002@yahoo.co.in
Mobile no. 9717328500

2. Shri Arun Chandra Verma, IPS(retired)

Flat no. C-1204, C Tower, Amrapali Platinum Complex, Sector 119, Noida UP
Email- acverma1@gmail.com Mob: 813086387

6.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

6.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently. It will be obligatory for him to treat the information & documents of the Bidder as confidential.

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

6.5 As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the Executive Director (E&OS), LIC.

6.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subsecurity agencies. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subsecurity agency(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, LIC and recues himself / herself from that case.

6.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

6.8 The Monitor will submit a written report to the Chairman, LIC within 8 to 10 weeks from the date of reference or intimation to him by the BUYER /BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

6.9 If the Monitor has reported to the Chairman, LIC, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman LIC has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

Seal & signature of the bidder

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 Security agency is a partnership or a consortium, this agreement must be signed by all partners or consortium members. Changes and supplements as well as termination notices need to be made in writing. 10. Validity:

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

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

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

Buyer

Bidder

Sr. Divisional Manager

Name of the Bidder

LIC of India

Seal and Signature

DO – Jabalpur

Witness

1)

1)

2)

2)

