



भारतीय जीवन बीमा निगम  
LIFE INSURANCE CORPORATION OF INDIA

OS Department, Divisional Office,  
3<sup>rd</sup> Floor, "Jeevan Prakash",  
Pij Road,  
Nadiad – 387 002.  
Tel : 0268-2533281/287,  
E-mail : os.nadiad@licindia.com.

Ref.: NDO/OS/CONTINUOUS COMPUTER STATIONERY Date:- 19.07.2023

#### TENDER NOTICES

Sealed tenders are invited from Vendors for supply of continuous computer stationery under two bids systems (Technical and Financial) for our Nadiad Divisional Office. Interested Tenderers/Vendors may download the tender forms from our Website. Tender forms also available in personally at our above address during office hours Monday to Friday 10.00 a.m. to 5.30 p.m.

<http://www.licindia.in> (tender link). The details of tender programme are as under :-

1. Availability of tender forms in Website: -- 28.07.2023 to 16.08.2023
2. Last date for submission of tender forms: -- 16.08.2023 Evening 4.30 pm.
3. Opening of Tenders (Technical Bid) -- 17.08.2023 (11.30 am)
4. Tender Fee -- Rs. 100/- (Rs. One hundred only)+18%GST  
= RS. 118/-
5. Earnest Money Deposit. -- Rs. 25000/-(Rs. Twenty five thousand  
only)

The corporation reserves the right to accept or reject any tender without assigning any reason whatsoever.

  
SR. DIVISIONAL MANAGER.  




NADIAD DIVISIONAL OFFICE,  
Office Service Department  
3<sup>rd</sup> Floor, "JEEVAN PRAKASH" Building,  
Pij Road, Naiad- 387 001.  
Tel. No.0268- 2533287, 2533281-284  
E-mail: [os.nadiad@licindia.com](mailto:os.nadiad@licindia.com)

REF:OS/STNY/CONTINOUS COMPUTER STNY      DATE: - 19.07.2023

**LAST DATE AND TIME FOR SUBMISSION OF TENDER IS 16.08.2023 AT 04.30 P.M.**  
**OPENING DATE OF TENDER :-17.08.2023 (TECHNICAL BID)**

Dear Sir,

**Sub: Tender for CONTINOUS COMPUTER STATIONERY for the period**  
**From the date of approval by Competent Authority to ONE YEAR.**

We invite tender for computer stationery with our following Terms and conditions. Vendors are requested to quote the rates in attached format only & submit to the following address:

To  
The Chairman  
Store Purchase Committee  
LIC of India  
3<sup>rd</sup> floor, Jeevan Prakash Building  
PIJ Road, Nadiad Divisional Office  
Nadiad 387-002.

#### **TERMS AND CONDITIONS**

Please provide the details **preferably using black pen, IN THE TECHNICAL BID.**

The tender offers are to be submitted in **Two Bid system** i.e. **Technical Bid** and **Financial Bid.** & will be submitted or dropped in Tender Box on or before the above mentioned date and time.

The Tender form should be properly filled in along with the name, address, telephone number, email-id, signature on all pages at the bottom of the page and rubber stamp of the authorized person and should be in sealed cover/envelope. This original tender form along with its **TECHNICAL BID** to be submitted **in original** to us without which the same is liable to be rejected which please note.

Tender must be submitted in the prescribed schedule only, which is **attached** here with else the same will be rejected. Tender in any other format / schedule will be rejected. On written request, we may provide you soft copy of the format / schedule, in which you can give your most competitive rates in a sealed cover.

Signature of vendor

Rates quoted by you shall be valid for the period of **ONE YEAR** only, from the date of its issue as stated in subject line. Tender period can be extended for one more year with the prior permission of Competent Authority and mutual consent. At the same time Competent Authority may reduce the tender period .

- 1 All empanelled firms have to compulsorily submit tender quoting their most competitive rates BASIC PRICE (Inclusive of all expenses F.O.R. at our office) + Percentage of G.S.T. otherwise **firm is liable to be delisted from panel.**
- 2 The tender will be opened by the Tender Opening Committee on the **next working day of the last date of submission of tenders.**
- 3 Vendor is required to keep the EMD (Earnest Money Deposit) of Rs. 25,000/- (Rupees Twenty five thousands only) with LIC of India, Nadiad Division and is to be remitted in favor of LIC of India by **DEMAND DRAFT/BANKERS CHEQUE** only payable at **NADIAD** . **No interest will be paid on EMD. In the event of failure to execute the contract, full EMD shall be forfeited.**
- 4 **Security Deposit clause: Successful vendors will have to pay refundable security Deposit as demanded by the corporation keeping in mind the quantum of work awarded. Otherwise,10 % will be deducted from the each payment towards security deposit.**
- 5 **Please note that fresh EMD is MUST. Old EMD lying with us will not be adjusted against this tender at all and OLD EMD will be refunded after new tender process completed.**
- 6 **Tender Fee of Rs. 100/-+18 GST (Rupees one hundred eighteen only) is to be deposited by Cash/DD/Banker's Cheque during cash hours on working days**
- 7 We may order 25 % less or more of approximate quantity. Further please note that our order will be in piecemeal and as per our requirements.
- 8 No advance or part payment will be made at all.
- 9 Please mention on the top of envelop: -

**Enquiry for TENDER - [CONTINUOUS COMPUTER STATIONERY: 2023-2024]**

- 10 Order will be given in interval during the period of Tender.
- 11 After supply of goods, if it is found that the material supplied is not according to the approved samples and specifications, the same will be rejected at the supplier's cost and no payment will be made for the rejected goods.
- 12 If you fails to deliver the goods in time, than action will be taken as per store code as well as tender conditions.
- 13 The tender with any other counter conditions will be rejected.

Signature of vendor



**14 Turnover condition : Minimum turnover per annum (in any of last 3 years) in Lakhs**

PRINTNG & SUPPLY OF COMPUTER CONTINOUS STATIONERY

**15 LAKHS**

15 It is responsibility of vendor to get the given particulars typed either in English, Hindi or Gujarati fonts or in all three fonts, as per our requirements. **Generally we do not supply printing particulars in soft form.**

16 Vendor have total 7 working days, to prepare and supply the art work (proof) If vendor fail to provide proof within 7 working days, **from the date of dispatch of specimen** then penalty will be imposed as per the following table for delayed period

|               |   |
|---------------|---|
| Up to 07 days | 1 % of total ordered amount for that particular stationery item |
| Up to 14 days | 2 % of total ordered amount for that particular stationery item |
| Up to 21 days | 3 % of total ordered amount for that particular stationery item |
| Up to 28 days | 4 % of total ordered amount for that particular stationery item |
| Up to 35 days | 5 % of total ordered amount for that particular stationery item |
| Up to 42 days | 6 % of total ordered amount for that particular stationery item |
| Above 42 days | Will be decided by Competent Authority                          |

If the proof is in black and white and specimen was in colour/multi colour, then colour particulars are to be stated very clearly on that particular place on paper to avoid any further misunderstanding.

17 After the approval of art work (proof), you have total 25 calendar days to supply the goods. Delivery done after 25 days from the date of finalization of art work (proof), order will attract Penalty for **LATE SUPPLY** as under:

|               |  |
|---------------|--|
| Up to 07 days | 3 % of amount for which the delivery is pending  |
| Up to 14 days | 6 % of amount for which the delivery is pending  |
| Up to 21 days | 9 % of amount for which the delivery is pending  |
| Up to 28 days | 12 % of amount for which the delivery is pending |
| Up to 35 days | 15 % of amount for which the delivery is pending |
| Up to 42 days | 18 % of amount for which the delivery is pending |
| Above 42 days | Will be decided by Competent Authority           |

18 Generally we will deduct the penalty from the bill amount, but in case if there is no bill amount pending for payment, the same will be deducted from the EMD/security Deposit lying with us, with the prior permission of Competent Authority. Intimation regarding the same will be sent to the respective vendor with a request to deposit the deducted penalty amount from the EMD, at our cash counter

Signature of vendor

- 19 Please quote rates F.O.R. **[FREE ON ROAD] at our office, Basic cost including all other expenses. But excluding G.S.T.. Your basic rate will be compared.**
- 20 **Comparison with basic rate only.** (Without G.S.T.) Quote rates for suggested Brand of paper ONLY, otherwise tender will be liable to be rejected.
- 21 Delivery of good is to be done in such a way that the same can be kept in our store before **4.30 pm** on working days. **We will not accept delivery on any other time. Prior intimation of dispatch of goods is MUST.** Further, in case if we need immediate supply, you will have to manage for part supply immediately.
- 22 Vendor is requested to submit minimum one **original paper sample** with technical bid **stating clearly thereon full specifications like make/name of Paper Mill, Size, GSM, quality and item/form no. else the same is liable to be rejected.**
- 23 If rates and sample papers approved under this rate contract, then vendor have to strictly adhere to the quality of sample provided along with quotation. **If any variation in quality is found, we will not be liable for any payment and goods supplied will be forfeited.** Payment will not be made for less OR more supply and proportionate amount will be deducted from the payment. Please note that no payment will be made for the supply beyond our Purchase Order.
- 24 We will not accept any goods in damaged condition.
- 25 If required, by us, you shall depute your representative to understand our technical requirements of material printing vis-à-vis their use on our computer machine or such other important matter.
- 26 Each packet/bunch kept in a box should be wrapped in a good quality plastic and a label thereon showing serial number of box, name of stationery item in it, from to serial number of pages in it, quantity, size and part.
- 27 Penalty for inferior quality of paper shall be imposed on proportionate basis in accordance with the GSM requested and supplied along with any other penalty imposed by SPC and the same will be deducted either from any of the payment or from the EMD.

**Less G.S.M from 4 TO 6 % Of Penalty is 2**  
**Less G.S.M. from 7 to 8 % of Penalty is 4**  
**Less G.S.M. from 9 to 10 % of Penalty is 7**  
**Less G.S.M. from 11 to 12 % of Penalty is 10**  
**Less G.S.M from 13 & above % of Penalty WILL BE DECIDED BY Competent authority.**

**GSM will be measured by us using the available instrument with us.**

Signature of vendor



28 Penalty for less quantity in packing, omission or improper **printing of press line** on forms etc will be imposed as deemed fit by the competent authority.

29 Payment will be made on full execution of our order ONLY and TDS, Penalty and any other deduction, if any, will be deducted as per rules.

Signature of vendor

30 Vendor will have to provide us the NEFT details and Xerox copy of PAN (self-certified by authorized signatory) for payment purpose. We will release payment through NEFT only.

31 Once rates have been approved and entered into rate contract, then vendors are bound to supply the materials at the approved rate. We will not entertain any reason like price rise in paper market, unavailability of raw material, etc. It is your responsibility to keep the enough stock of raw material or arrange for the same, considering the approximate requirement stated by us in the prescribed schedule.

32 Any dispute arising out of or relating to this tender shall be deemed to have arisen in **NADIAD city and be subject to the jurisdiction of a NADIAD court.**

33 Vertical and horizontal perforation should be even and not too deep to get torn while printing on our printers.

34 This tender is being floated especially for continuous computer stationery vendors are requested to be more careful about the paper holes/paper pockets on both side of stationery. It should be OK in all respect and should move the stationery either forward or backward smoothly.

35 Packing is to be done in such a way that during transport to our store and while supplying the same to our different destinations or while handling, it should not get torn. All the boxes are to be bind with **cross Patti packing without fail.** Rs. 10/- per box will be deducted for not providing cross patti packing for first occasion. Further penalty will be imposed by competent authority in addition to Rs. 10/- for any such other instances.

36 The Corporation reserves the right to accept or reject any tender without assigning any reason.

37 vendors are also requested to put the Name and signature of authorized signatory, rubber stamp and date of signing this tender of all pages and at the bottom of last page of this tender, as a token of having read, understood and agree to all the above mentioned terms and conditions, without which the same will be rejected.

38 In case the tender form is downloaded from the Corporation's web site, the nonrefundable tender fee of Rs. 118/- (Rupees one hundred eighteen only) will have to be remitted in the form of D.D /OR BANKER'S CHEQUE, . drawn on any Nationalized/Schedule Bank in favour of 'LIFE INSURANCE CORPOATION OF INDIA" payable at NADIAD.

39 If the firms other than Gujarat state, which are capable and in a position to supply the Goods/stationery within schedule time of the tender should only bid the tender.

40 Firms other than Gujarat must have experience of working with LIC or PSU, Copies of work order necessarily be produced.

Technical Bid and Financial Bid are to be kept in two separate envelopes:

**ENVELOP-1 should be super scribed as "Technical Bid" for supply of continuous computer Stationery**

**ENVELOP-2 should be super scribed as only "Financial Bid" for supply of continuous computer stationery.**

**ENVELOPE -3 .Please also note that Banker's cheque/DD of Tender Fee/ EMD should not be inserted in envelop of Technical Bid/Financial Bid and should be inserted in ENVELOPE-3**

**ALL ABOVE THREE ENVELOPES WILL BE PLACED IN A FOURTH ENVELOPE**

**And ENVELOPE - 4 sealed and submitted to the O.S. Deptt. At above address.**

If you agree with all the above terms and conditions, kindly send us your competitive rate for printing of " CONTINUOUS COMPUTER STATIONERY" as mentioned above, with sample of papers & card in attached Performa in sealed Envelope / Cover super scribing

**"TENDER : RATE CONTRACT FOR CONTINUOUS COMPUTER STATIONERY LAST DATE is 16.08.2023**

**(TO BE SEALED PROPOERLY i.e. NOT WITH ONLY STAPLES)**

1. Tender fee enclosed      Yes/No
2. EMD enclosed              Yes/No
3. Paper sample enclosed    Yes/No

Address: LIC OF INDIA, 3rd FLOOR,  
OS DEPARTMENT, JEEVAN PRAKASH BLDG.,  
PIJ ROAD, NADIAD - 387 002

**So as to reach us latest by 16.08.2023 up to 4.30 P.M.**

Signature of vendor

**Technical Bids will be opened on 17.08.2023 at 11.30 A.M. AT ABOVE MENTIONED ADDRESS./VENDORS/BIDDERES MAY REMAIN PRESENT WHILE OPENINGN OF THE TECHNICAL BID.**

**OPENING OF FINANCIAL BID WILL BE INTIMATED LATER ON.**

BIDDERS MAY REMAIN PRESENT WHILE OPENING OF THE TECHNICAL BID.

The Corporation reserves the right to accept or reject any or all quotations without assigning any reason whatsoever.

Thanking you,

Signature and seal of the vendor.

Yours faithfully,



MANAGER (O.S.)

- Encl: (1) Technical Bid  
(2) Financial Bid  
(3) Tender fee and EMD.





**Note: Please type this form or fill it legibly in ink. If space provided is insufficient, please type or write the replies on a separate sheet giving appropriate question number and attach it along with the Application Form.**

**Dated: 19.07.2023**

**Place: NADIAD.**

**(Signature and seal of Authorised person)**

### General Information/ Technical Bid

Please provide the details **preferably using black pen**, .

| Serial | INFORMATION SOUGHT   | Information Provided: |
|--------|--|-----------------------|
| 1      | Name of the Firm<br>(In Block Letters)   |                       |
| 2      | Date of Establishment<br>/Incorporation  |                       |
| 3      | Correspondence Address and<br>Telephone No.  |                       |
| 4      | Address of Head Office (if separate<br>and Telephone No.   |                       |
| 5      | Status : Proprietary/ Partnership/<br>Limited Company/Public Limited<br>Company.   |                       |
| 6      | Names of Partners/Directors  |                       |
| 7      | Name of Chief Executive with his<br>Present addresses and Telephone<br>Nos.  |                       |
| 8      | Name of Representative(s) with<br>Designation who would be calling on<br>us and attending to our jobs  |                       |
| 9      | Name of Bankers with addresses<br>and Telephone Nos.   |                       |
| 10     | Is the Firm registered under the<br>Factories Act? If so, state<br>(a) License No<br>(b) Date of renewal of License<br>(copy of license to be enclosed)<br>© PAN No.<br>(d) ESIS No. if any<br>(e) EPF registration No. if any |                       |
| 11     | Whether holding certificate under<br>the shops & Establishment Act,<br>duly renewed copy should be<br>enclosed.  |                       |
| 12.    | State the latest income Tax assessed<br>year and the amount of tax assessed (<br>copies of last 3 years, IT Returns,<br>Balance Sheets and Revenue A/C, to<br>be enclosed.)  |                       |
| 13     | Turnover for last three years.   |                       |
| 14     | Are you agreeable to abide   |                       |

|    |  |  |
|----|--|--|
|    | strictly by the Terms and Condition of the Tenders and Contracts ?   |  |
| 15 | If your Firm is empanelled with any of office of L.I.C. of India or any other PSU (Central). Please gave name and addresses. |  |
| 16 | Name, Addresses and Telephone Nos. of some of your most valued Clients (Separate list may be attached.)                      |  |
| 17 | Bank details : Type of bank account / name of bank / IFSC code (enclose cancelled cheque)                                    |  |
| 18 | Mention any other specialties of your Establishment.   |  |
| 19 | Attach all sample with GSM and MAKE specify in it.   |  |
| 20 | Whether holding a MSME certificate.(MICRO SMALL AND MINI ENTERPRISES) YES/NO, If yes, enclose latest certificate compulsory) |  |
| 21 | Whether proprietor of the firm belongs to SC/ST. please specify.   |  |

|    |  |  |
|----|--|--|
| 22 | <b>G.S.T Registration Details</b>                      |  |
|    | <b>ADDRESS (As per registration with G.S.T.</b>        |  |
|    | <b>City</b>  |  |
|    | <b>Postal Code</b>                                     |  |
|    | <b>Region./state (complete State Name)</b>             |  |
|    | <b>PAN number</b>                                      |  |
|    | <b>GSTIN Provisional ID No.</b>                        |  |
|    | <b>Type of business (As per registration with GST)</b> |  |
|    | <b>Contact Person</b>                                  |  |
|    | <b>Phone Number</b>                                    |  |
|    | <b>Mobile Number</b>                                   |  |
|    | <b>E – mail ID</b>                                     |  |
|    | <b>Service Accounting Code/HSN Code</b>                |  |



**SPECIFICATIONS FOR BLANK / PRE-PRINTED COMPUTER STATIONERY FINANCIAL BID**

| SR NO | DESCRIPTION  | SIZE                   | RATE PER                     | APPROXIMATE ANNUAL REQUIREMENT | BELARPUR TA MAPLITHO NSD    |          | TAPL HI TECH                |          | ABC GOLD            |          |
|-------|--|------------------------|------------------------------|--------------------------------|-----------------------------|----------|-----------------------------|----------|---------------------|----------|
|       |  |                        |                              |                                | PREMIUM Rate per 1000 (Rs.) | % of GST | PREMIUM Rate per 1000 (Rs.) | % of GST | Rate per 1000 (Rs.) | % of GST |
| 1     | <b>BLANK COMPUTER STATIONERY</b><br>Main page 70 GSM paper: S/S printing with numbering. 2nd & 3rd pages 60 GSM paper S/S printing with LIC logo and Emblem in Corporate blue colour with Numbering. | a. 10 X 12 X 1         | 1000                         | 3,500,000                      |                             |          |                             |          |                     |          |
|       |  | b. 10 X 12 X 2         | 1000                         | 1,200,000                      |                             |          |                             |          |                     |          |
|       |  | c. 10 X 12 X 3         | 1000                         | 350,000                        |                             |          |                             |          |                     |          |
|       |  | d. 15 X 12 X 1         | 1000                         | 1,500,000                      |                             |          |                             |          |                     |          |
|       |  | e. 15 X 12 X 2         | 1000                         | 700,000                        |                             |          |                             |          |                     |          |
| 2     | <b>O.R. (OFFICIAL PREMIUM RECEIPT)</b><br>70 GSM Paper B/S printing with perforation and numbering)  | 6" X 10" X 1           | 1000                         | 3,000,000                      |                             |          |                             |          |                     |          |
| 3     | <b>FIRST PREMIUM RECEIPT</b><br>70 GSM Paper B/S printing with perforation and numbering)  | 15" X 8" X 1           | 1000                         | 325,000                        |                             |          |                             |          |                     |          |
| 4     | <b>SSS INVOICE</b><br>70 GSM Paper. S/S Printing With 2 Perforation & Numbering  | 15" X 8" X 1"          | 1000                         | 150,000                        |                             |          |                             |          |                     |          |
| 5     | <b>MATURITY CLAIM D.V. &amp; SB CLAIM D.V.</b> 80 GSM Paper B/S printing in Pink/Blue Ink with numbering & Perforation   | 15" X 12" X 1          | 1000                         | 300000                         |                             |          |                             |          |                     |          |
| 6     | <b>AGENCY COMMISSION BILL</b><br>70 GSM Paper S/S printing with perforation and numbering)   | 15" X 12" X 1          | 1000                         | 700000                         |                             |          |                             |          |                     |          |
| 7     | <b>PREMIUM NOTICE Standardized format Inland letter</b><br>70 GSM Paper Both side. Multiple(Three colour printing in Corporate BLUE / BROWN / RED Colours with Vertical perforation)                 | 15" X 12" X 1 UNFOLDED | 1000                         | 3,600,000                      |                             |          |                             |          |                     |          |
| 8     | <b>PAYMENT VOUCHER</b><br>70 GSM Paper S/S in two colours with Numbering   | 10" X 8" X 2           | 1000                         | 300,000                        |                             |          |                             |          |                     |          |
| 9     | <b>BLANK COMPUTER STICKER</b><br>70 GSM Mplitho Paper, Per packer two hundred sheets, each sheet has 16 stickers with Perforation.   | 10" X 12" X 1          | ONE PACKET OF 3200 STICKERS. | 400 PACKETS                    |                             |          |                             |          |                     |          |
| 10    | <b>SINGLE PREMIUM NOTICE FOR MULTIPLE POLICIES</b><br>70 GSM white cream/wove paper B/S printing in Four colours on front side and Three colours printing on back side with LIC logo AND Numbering   | 9" X 10" X 1           | 1000                         | 750,000                        |                             |          |                             |          |                     |          |
| 11    | <b>PREMIUM DEFAULT/FINAL/LAPSE NOTICE</b><br>70 GSM, PAPER Both side printing in corporate BLUE/BROWN/RED colour with vertical perforation.  | 15"12"X1 UNFOLDER      | 1000                         | 900000                         |                             |          |                             |          |                     |          |

I/WE HEREBY AGREE TO AND ACCEPT ALL THE TERMS AND CONDITION OF THIS TENDER AND THE ABOVE SPECIFICATION CHART FROM SERIAL NO.1 TO 11  
 BASIC PRICE MEANS RATE INCLUSIVE OF ALL EXPENSES FOR AT OUR OFFICE.  
 IF YOU WANT TO SEE THE SAMPLES IT IS AVAILABLE WITH US

DATE :

SIGNATURE OF THE AUTHORISED SIGNATORY WITH NAME & DESIGNATION & SEAL

LIFE INSURANCE CORPORATION OF INDIA  
NADIAD DIVISIONAL OFFICE  
JEEVAN PARAKASH BUILDING, PIJ ROAD  
NADIAD -387002

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**CERTIFICATE**

**I / We**

---

**certified that our company / firm / institution is not a blacklisted / delisted  
company / firm / institution which please note.**

**Date :**

**Place:**

**Signature / Stamp seal of the vendor.**

LIFE INSURANCE CORPORATION OF INDIA  
NADIAD DIVISIONAL OFFICE  
JEEVAN PARAKASH BUILDING, PIJ ROAD  
NADIAD -387002

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Please check the check list before submit the TENDER so not a single document missed to attach with the tender. Please ticked in the column shown in the list.

| SR.NO | NAME OF DOCUMENTS   | YES | NO |
|-------|---|-----|----|
| 1     | TECHNICAL BID ALLONGWITH ALL THE REQUIREMENTS   |     |    |
| 2     | FINANCIAL BID AS PER ATTACHED SHEET MENTIONING SEPERATELY BASIC PRICE AND GST   |     |    |
| 3     | SIGNATURE WITH STAMP ON ALL THE PAGES OF THE TENDER   |     |    |
| 5     | CERTIFICATE OF BLACK LIST AND DELIST WITH STAMP AND SIGNATURE.  |     |    |
| 6     | TENDER FEE OF RS. 118/- BY DD / BANKER'S CHEQUE ONLY  |     |    |
| 7     | EARNEST MONEY DEPOSIT : DD OR BANKER'S CHEQUE ONLY (RS. 25000/-)  |     |    |
| 8     | PREPARE THREE COVER (1) TECHNICAL BID (2) FINANCIAL BID DULY FILLED AND SIGN WITH STAMP AND SEAL (3) DD/BANKER'S CHEQUE OF TENDER FEE AND EMD (EARNEST MONEY DEPOSIT) |     |    |
| 9     | COVER NO 4 INCLUDES ALL THE ABOVE THREE COVERS  |     |    |





## PRE CONTRACT INTEGRITY PACT

### General:

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on..... day of the month of .....20<sup>23</sup>~~19~~, 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 Divisional Office at Jeevan Prakash Building, Pij Road, Nadiad. (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**

**1.1** 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, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

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

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



### **Commitments of BIDDERS**

**3.** The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

**3.1** The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

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

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

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

**3.5** The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/ integrator/authorized agent of the stores/equipment/items and has not engaged any individual or firm or



company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

- 3.6** The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries, including officials of the BUYER or their family members, if any, in connection with the contract and the details of services agreed upon for such payments.
- 3.7** The Bidder will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
- 3.8** The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9** The BIDDER/Contractor will not commit any offence under the relevant India Penal Code (IPC) /Provision of corruption (PC) act. Further, the bidder will not use improperly, for purposes of competition or personal gain, pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10** The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11** The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

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

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

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

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

#### **4. Previous Transgression**

**4.1** The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify; BIDDER's exclusion from the tender process.

**4.2** The BIDDER agrees that if it makes an incorrect statement on this subject, or committed a transgression through a violation of any of the clauses of the commitments of bidder, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **5. Sanctions for Violations:**

**5.1** Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any; compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.





(ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

(v) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/recession and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vi) To debar the BIDDER from participating in the future bidding processes of LIC for a minimum period of five years which may 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. Fall Clause:**

**6.1** The BIDDER undertakes that it has not supplied/is not supplying similar product/systems/items or subsystems having same scope of work, payment terms and all other applicable terms and conditions, 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 of Bidding process that similar product/systems or sub systems/items was supplied by the BIDDER to any other Ministry/Department of the Government of India or PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

**7. Independent Monitors:**

**7.1** The BUYER has appointed (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.

Name address of the Monitor(s):

\* .....

\* .....

**7.2** 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.

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

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

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

**7.6** The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided



by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

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.

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

**7.8** The Monitor will submit a written report to the **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.

**7.9** 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.

### **8. Facilitation of Investigation:**

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

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

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



**10. Other Legal Actions:**

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.

**11 Validity:**

**11.1** 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.

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

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

BUYER

BIDDER

Name of the Officer:

CEO:

Designation

Deptt./

Witness

1.....

1.....

2.....

2.....