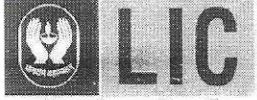


Refer to Tender Draft Committee



भारतीय जीवन बीमा निगम
LIFE INSURANCE CORPORATION OF INDIA

कार्यालय सेवाविभाग, वडोदरा मंडल कार्यालय, "जीवन प्रकाश", समता पुलिस चौकी के पास,
सुभानपुरा, वडोदरा - 390023

Office Services Dept., Vadodara Divisional Office, "JeevanPrakash", Near Samta Police Station,
Subhanpura, Vadodara - 390023

दूरभाष Tel.: 0265-2306763/2306751, email-id: os.vadodara@licindia.com

Approved
[Signatures]

Ref:OS/P&S/TENDER NO. 07/2023-24

Date: 13.09.2023

**TENDER NOTICE FOR RATE CONTRACT FOR SUPPLY OF PRINTED PROPOSAL FORMS
FOR THE PERIOD FROM 01.10.2023 TO 30.09.2024**

Life Insurance Corporation of India, Divisional Office, Vadodara, GUJARAT-390023, intends to invite sealed Tenders for the above.

For complete details and tender documents please contact OS Department at above address between 10.00 am to 16.00 pm or log on to www.licindia.in and go to Link "Tenders" and then click on the link. Tender for the RATE CONTRACT FOR SUPPLY OF PRINTED PROPOSAL FORMS FOR THE PERIOD from 01.10.2023 to 30.09.2024 as per Annexure-A from our existing Empanelled Firms/Suppliers -Vadodara DO. LIC of India reserve the right to accept or reject any or all offers in full/part without assigning any reason whatsoever. The Firms/agencies that are on our panel only have to apply.

Any corrigendum regarding modification/addition in tender specification or in terms & conditions of the tender shall only be uploaded/published on our official website-<https://www.licindia.in/Bottom-Link> Tender. Hence all interested bidders are advised to visit our website regularly for latest information regarding the above tender till last date of bid submission.

Last date of submitting tender documents: 25.09.2023.

Sr.Divisional Manager

[Signatures]

Jayant
mjr/gm
12/9/23

Ref:OS/P&S/Tender NO. 07/2023-2024

Date:13/09/2023

TENDER NOTICE : RATE CONTRACT FOR SUPPLY OF PRINTED PROPOSAL FORMS FOR THE PERIOD FROM 01.10.2023 to 30.09.2024

Life Insurance Corporation of India, Divisional Office, Vadodara, GUJARAT-390023, intends to invite sealed Tenders for **RATE CONTRACT FOR SUPPLY OF PRINTED PROPOSAL FORMS FOR THE PERIOD FROM 01.10.2023 UP TO 30.09.2024** as per Annexure A from our all existing Empanelled Firms/Suppliers. Hence you are requested to approach to LIC Divisional Office (OS Department) to collect the Tender Form consisting of Terms and condition with schedule for quoting Rates.

1. Tender forms can be downloaded by login onto website of LIC OF INDIA - www.licindia.in under the link "Tenders". Any further information such as correction/addition/deletion in terms and conditions if any will also be published at our website only. Tender forms can also be obtained from our office - "O.S. Department" LIC of India, Vadodara, Divisional Office, 2nd Floor JeevanPrakash, Subhanpura, VADODARA-390 023, during office hours : 10.00A.M. to 04.00P.M. on Monday to Friday (EXCEPT Public Holidays) from 13/09/2023 to 25/09/2023.
2. Tender will be issued from 10:00 Hours on 13/09/2023 to 16.00 Hours on 25/09/2023. Last date of receipt of filled in tenders is 16:30 Hours on 25/09/2023, by hand or by Post, at our office "O.S. Department" LIC of India, Vadodara Divisional Office, 2nd Floor JeevanPrakash, Subhanpura, VADODARA-390 023.
3. Tender received late, not in properly sealed cover, conditioned or not conforming to the prescribed conditions and not complete in all respect will be rejected. No excuse will be accepted for delay.
4. The Successful bidder shall have to provide security deposit @ 10% of the order value, if the total order value (including previous orders) exceeds Rs. One Lakh. The total value of the order will be calculated at the time of placing the order (value of all previous orders will also be clubbed for the purpose of deciding security deposit). The security deposit should be deposited within 7 days of receipt of communication from the office either in form of demand draft/bankers cheque (CHEQUES WILL NOT BE ACCEPTED) or in the form of Bank Guarantee of Nationalized Bank only & should be valid upto the term of rate contract. The Bank Guarantee will be released after the term of rate contract is over. The security deposit amount will be refunded without interest once the term of rate contract is over.
5. Earnest Money deposited is 2% of estimated cost, presently exempted for MSEs and registered with DIC and NSIC, as per Government notification issued in this regards.
6. **Eligibility criteria for availing benefits under the Public Procurement Policy:-** Those who are willing to get benefit under the Public Procurement Policy for Micro & small Enterprises (MSEs) order 2012, It is necessary for the enterprise to be registered with the Director of Industries (DI)/District Industries Centre (DIC) as manufacturing / Service enterprises and having acknowledgement of Entrepreneurs memorandum (Part II) or are registered with national small industries corporation (NSIC) under single point vendor registration scheme. The relevant copy of the certificate must be enclosed.
7. The rate contract will remain in force for the period 01/10/2023 to 30/09/2024 and may also extend for one more year on mutual consent of both the parties.
8. The Sr. Divisional Manager, Divisional office Vadodara, reserves the right to accept or reject any or all offers in full/part without assigning any reasons whatsoever. Further Corporation reserves the right to call for additional information/ any information mentioned in the tender (except that in Annexure A) at any stage from the vendors for the successful processing of the tender / rate contract.
9. The Envelope containing Tender should be super scribed as "**TENDER No.7/ 2023-2024 : RATE CONTRACT FOR SUPPLY OF PRINTED PROPOSAL FORMS FOR THE PERIOD FROM 01/10/2023 UP TO 30/09/2024**".
10. **The Envelope should be sealed properly and shall be submitted** by addressing to "The Chairman, Stores Purchase Committee, LIC of India, Vadodara Divisional Office, Second Floor, JeevanPrakash, Subhanpura, Vadodara – 390023.
11. Tender complete in all respect can be dropped in Specified Tender Box or can be submitted by hand to Administrative Officer", O.S. Department, Life Insurance Corporation of India, Divisional Office, Vadodara, 2nd FLOOR, "JEEVAN PRAKASH" SUBHANPURA, NEAR SAMATA POLICE STATION VADODARA-390 023.
12. Tender will be opened on 26/09/2023 at 11.00 A.M. Bidders or their representative may be present at the time of opening of tender.
13. All empanelled vendors/ firms have to submit tender quoting rates.

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

Sr. Divisional Manager

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Signature and Seal of the Authorized Signatory
of the Company/Firm

Jay Desai
Mfr (M)
12/9/23

Ref:OS/P&S/Tender NO. 07/2023-2024

Date: 13/09/2023

TENDER NOTICE : RATE CONTRACT FOR SUPPLY OF PRINTED PROPOSAL FORMS FOR THE PERIOD FROM 01.10.2023 to 30.09.2024

Terms & Conditions

RATE CONTRACT FOR SUPPLY OF PRINTED PROPOSAL FORMS FOR THE PERIOD FROM 01.10.2023 UP TO 30.09.2024

The Tender consists of pages including Tender notice i.e. Page No.1-2, TERMS & CONDITIONS: Page No. 3-5, Integrity Pact: 6-10 and Annexure A (Rate contract): page no.11-12. All pages are part of tender the bidder has to put his/her signature and seal on each page.

TERMS & CONDITIONS

1. The tender should be sent so as to reach this office ON OR BEFORE 16:30 Hrs date 25/09/2023. Tender received after that will be rejected.
2. The envelope containing Tender should be sealed properly and super scribed as "**TENDER No.7/2023-2024 : RATE CONTRACT FOR SUPPLY OF PRINTED PROPOSAL FORMS FOR THE PERIOD FROM 01.10.2023 TO 30.09.2024**" by addressing to "The Chairman, Stores Purchase Committee, LIC of India, Vadodara Divisional Office, Second Floor, " JeevanPrakash, Subhanpura , near Samta Police Station , Vadodara - 390023. The name of firm should also be mentioned on the envelop.
3. **Tender must be submitted in prescribed format only. NO VENDOR SHOULD IMPOSE OR APPLY ANY CONDITIONS ON ITS OWN. ANY TENDER RECEIVED WITH CONDITIONS (OTHER THAN TENDER CONDITIONS) IMPOSED BY VENDOR , WILL BE REJECTED, WITHOUT ASSIGNING ANY REASONS.**
4. The rates quoted in the Annexure - A shall be on F.O.R. Basis (Delivery at our Stores Department located at 2nd Floor, Vidhya Chambers, R.V.Desai Road, Near Jairatna Building, Vadodara - 390001) excluding G.S.T but including all other charges like Packing, delivery, transportation and unloading , for good quality MAPLITHO WHITE paper from a reputed brand. The rate of G.S.T. will be as applicable from time to time.
5. **Please do not quote the rates with any extra conditions or for any make other than specifications given in our tender form.**
6. Payments will be made through NEFT only after the complete and successful supply of order. No advance or adhoc payments will be made. T.D.S. shall be deducted as per prevailing Income tax rules.
7. All the bidders are requested to submit the copy of PAN CARD along with cancelled cheque bearing IFS code and bank account number and type of account viz SB/Current etc. Also mentioned whether PAN CARD is in the name of firm or individual.
8. Work order may be placed in parts depending upon the requirements during the contract period. Quantity of items required during the period mentioned is approximate, however Corporation reserves the right to increase / decrease the quantity required according to the future need.
9. Printing job may be performed in any of the given sizes and any language viz.Gujarati, Hindi, English, bilingual or trilingual as per our requirements/specifications.
10. Rate Quotations must be given, as per prescribed format duly sealed and signed by Proprietor/Director/Manager of the firm and should be either TYPE WRITTEN or must be in INK and should not be with any hedging conditions or overwritten. If the rates quoted in words and figures are different then rate for that tender item, which is mentioned in words, will be considered.
11. Corporation reserves the right to accept any quotation in full or part thereof. This does not necessarily mean that the lowest quotations will be accepted. The Corporation may, within in its right, award tendered job in part to one of the vendor and remaining job to another vendor, if more than one vendor qualifies for the same item. ITEMWISE L1 WILL BE DECIDED FOR ALL ITEMS OF TENDER SCHEDULE.
12. The rate contract will remain in force from the period 01/10/2023 to 30/09/2024 and may be extended for one more year on mutual consent. Once your rate has been approved and rate contract entered into then you are bound to supply material at the approved rate. We will not entertain any excuses like price rise in paper market, unavailability of raw material etc. for not delivering the material. Action like DELETION of your name from approved panel of Firms may be taken.

PAGE #3

Signature and Seal of the Authorized Signatory
of the Company/Firm

क रि
6
12/9/23

Ref:OS/P&S/Tender NO. 07/2023-2024

Date: 13/09/2023

TENDER NOTICE : RATE CONTRACT FOR SUPPLY OF PRINTED PROPOSAL FORMS FOR THE PERIOD FROM 01.10.2023 to 30.09.2024

13.(1)

Penalty for deviation in the specification -If at any point of time, it is discovered that material received are not in according to the specifications with regard to the size, quantity and quality of the paper/printing/packing, the vendor would be liable to pay penalty. Penalty will be decided by the Sr.Divisional Manager, LIC of India, Vadodara divisional office, on merit of each case, which is part and parcel of the terms and condition of tender. Penalty may be imposed as decided by our competent authority or SUCH SUPPLY WILL BE REJECTED AT SUPPLIER'S COST and they will have to supply materials exactly according to specification and in the event of non-compliance with the condition, Corporation will be at liberty to take such action as it deems fit. The minimum quantity of penalty shall however be as under and shall be recovered from bills/performance security deposit.

% Variation in GSM (Lower Side)	Bill Amount deducted.
Up to 5%	NIL
Above 5 –up to 6%	6% of Bill amount
Above 6 –up to 7%	8% of Bill amount
Above 7 – up to 9%	10% of Bill amount
Above 10%	As decided by Competent Authority

13.2 Minimum penalty for less Quantity/size will be 10% of the order value.

Art work to be submitted within 7 days from the date of order. Supply of stationery is to be ensured within 30 days from the date of receipt of purchase order or date of approval of proof reading / art work, whichever is later. Any delay in completion of work over the stipulated period will attract penalty as mentioned below.

PENALTY CLAUSE

Sr.No	Delay period(No of days after Expiry of 30 days from the date of receipt of Purchase order/Date of approval of proof reading/art work, whichever is later)	% of Gross Contracted Value
1	Up to 07 days	1 %
2	From 08 days to 30 days	2%
3	From 16 days to 30 days	8%
4	From 31 days to 45 days	15%

14 Apart from the financial penalty, on delay beyond as mentioned in the above table, corporation reserves the right to impose any other penalty which include cancellation of order, termination of contract or blacklisting of the firm etc. as deemed fit by our competent authority. Further the corporation will then be free to procure ordered items/services from an alternate source. The difference in price of items/services so procured will then be recovered from the defaulting vendor. Under such a scenario, at the discretion of the Sr.Divisional Manager, the firm may even be blacklisted with forfeiture of the security deposit.

15 The Successful bidder shall have to provide security deposit @ 10% of the order value, if the total order value (including previous orders) exceeds Rs. One Lakh. The total value of the order will be calculated at the time of placing the order (value of all previous orders will also be clubbed for the purpose of deciding security deposit). The security deposit should be deposited within 7 days of receipt of communication from the office either in form of demand draft/bankers cheque (CHEQUES WILL NOT BE ACCEPTED) or in the form of Bank Guarantee of Nationalized Bank only & should be valid up to the term of rate contract. The Bank Guarantee will be released after the term of rate contract is over. The security deposit amount will be refunded without interest once the term of rate contract is over.

16 **Any tender not in compliance with given terms and conditions will be liable for rejection. No extra terms and conditions of the vendor will be accepted. If any vendor gives his own terms and conditions, his tender will be rejected without informing him.**

Ref:OS/P&S/Tender NO. 07/2023-2024

Date: 13/09/2023

TENDER NOTICE : RATE CONTRACT FOR SUPPLY OF PRINTED PROPOSAL FORMS FOR THE PERIOD FROM 01.10.2023 to 30.09.2024

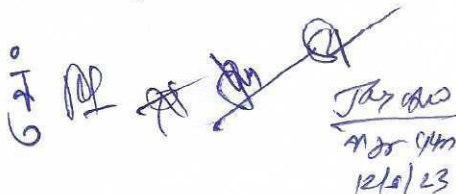
- 17 The Corporation reserves the right to cancel the contract/annual rate contract without assigning any reason at any time by giving 30 days' notice in advance in case of simple termination contract/annual rate contract but in case of breach of the terms of the contract/annual rate contract may be terminated forthwith.
- 18 If it is found that the vendor is incompetent to complete the job even after the submission of consecutive proofs or is unable to follow the instructions given, the order may be withdrawn from such a vendor and he will be intimated of cancellation of order without any damage or compensation. If at any point of time the Vendor is blacklisted from any of Offices of Corporation then this contract will be terminated immediately.
- 19 **Tenders with any modifications of the above terms and conditions will not be entertained.**
- 20 After engaging the services of the firms, if it is found that the services are not rendered to the satisfaction of the Corporation, the services will be terminated immediately and Corporation shall have the right to engage the services of any of other firms as it may deem fit. In this course if any financial loss/damage to reputation of Corporation is caused, the firms shall be legally bound to make good the same in monetary terms to be decided by LIC of India.
- 21 Any dispute arising out of this acceptance shall be referred to for "Arbitration" to The Sr. Divisional Manager; L.I.C. of India, Divisional office, Vadodara and his decision shall be binding on the Firm/Vendor/Supplier.
- 22 The Firm/Vendor/Supplier shall not raise any question of the competence of the Sr. Divisional Manger to act as sole arbitrator. The competent authority reserves all the right to accept and/or reject any tender without assigning reasons thereof. Any dispute arising out of or relating to this tender shall be deemed to have arisen in VADODARA and shall be under adjudication a court in VADODARA.
- 23 Any correction(s) are to be initialed by Contractor/Bidder.
- 24 The vendors will have no right to transfer or assign the contract or any other rights there under to anyone.
- 25 This agreement may be terminated forthwith if the bidder firm/company becomes insolvent, cease its operations, dissolves, files for bankruptcy protection, appoint receivers, the corporation shall have the right to immediately terminate this agreement.
- 26 **All bidders have to note that item wise L1 in the items numbers 1 to 10 of ANNEXURE-A of tender schedule have to agree for printing and supply of proposal form on shall be on F.O.R. Basis (Delivery at our stores department located at 2nd floor, Vidya chambers, R.V.Desai Road, Near Jairatna building, Vadodara-390001) excluding G.S.T. but including all other charges like packing, delivery, transportation and unloading, for good quality MAPLITHO WHITE paper from reputed brand. The G.S.T. will be applicable from time to time.**
- 27 **All the Pages of Integrity Pact (Page 6 to 10) are a part of tender document and the bidder has to put his signature and seal on each page of the integrity pact along with the tender document. After finalization of contract all the item wise L1 bidders will have to execute the Integrity Pact on non judicial stamp paper of Rs.300/- without which the contract shall not be considered valid.**
- 28 **If the printing is required for the number of sheets beyond maximum sheets (6) then the rate for every extra sheet beyond the maximum (6) will be calculated on proportionate basis.**

THE INSURANCE LAWS (AMENDMENT) ACT, 2015

1. In terms of provisions of Section 33 (3) of The Insurance Laws (Amendment) Act, 2015, Insurance Regulatory and Development Authority of India (IRDAI), is authorized to verify all such books of account, register, other documents and the data base in the custody of the contractor in respect of service outsourced by the LIC of India. It shall be the duty of the contractor to provide such documents/statements/information as may be required by IRDAI within such time as may be specified by IRDAI.
2. In terms of provisions of Section 33 (4) of The Insurance Laws (Amendment) Act, 2015, Insurance Regulatory and Development Authority of India (IRDAI), if it considers expedient to do so, may direct any person hereinafter referred to as " Investigating Officer ", to make an investigation as specified under Sec.33 (1) or carry out an inspection as specified under Section 33 (2) of the Insurance Laws (Amendment) Act, 2015, who may examine on oath any Manager, managing Director or Other Officer of the service provider or contractor where the services are outsourced by LIC of India.

Sr. Divisional Manager

PAGE #5


Jagdeo
12/9/23

Signature and Seal of the Authorized Signatory
of the Company/Firm

Ref:OS/P&S/Tender NO. 07/2023-2024

Date: 13/09/2023

TENDER NOTICE : RATE CONTRACT FOR SUPPLY OF PRINTED PROPOSAL FORMS FOR THE PERIOD FROM 01.10.2023 to 30.09.2024

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

Printer/supplier's signature with seal:

Name of contact Person:

Email ID :

Phone/mobile number :

Date :

PRE CONTRACT INTEGRITY PACT

General:

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on..... day of the month of20 , between, on one hand, the Life Insurance Corporation of India (hereinafter referred to as "LIC") a statutory Corporation established under section 3 of Life Insurance Corporation Act 1956 (XXXI of 1956) and having its corporate office at "Yogakshema" JeevanBimaMarg Mumbai 400021. (Hereinafter called the "BUYER" which expression shall mean and include, unless the context otherwise requires, his successors in office assigns) of the First part. And M/s represented by Shri..... (hereinafter called the "BIDDER /SELLER" which expression shall mean and include , unless the context otherwise requires, his successors and permitted assigns) of the Second part.

WHEREAS the BUYER proposes to procure (Name of the Stores/ Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is performing its function under the LIC Act 1956.

NOW, THEREFORE, To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the BUYER to obtain the desired said stores/equipment/item at a competition price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

1. Commitments of the BUYER

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

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

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

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,

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12/5/23


Jayaram
12/5/23

Signature and Seal of the Authorized Signatory
of the Company/Firm

Ref:OS/P&S/Tender NO. 07/2023-2024

Date : 13/09/2023

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:-

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

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

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

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

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

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

The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

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

The BIDDER/Contractor will not commit any offence under the relevant India penal code (IPC) /Provision of corruption (PC) act .Further improperly, for purposes of competition or personal gain, pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

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

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

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12/9/23

Signature and Seal of the Authorized Signatory
of the Company/Firm

Ref:OS/P&S/Tender NO. 07/2023-2024

Date: 13/09/2023

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

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

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

4. Previous Transgression

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

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

5. Earnest Money (Security Deposit):

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

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

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

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

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

In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

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

6. Sanctions for Violations:

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

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

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

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

(iv) To recover all sums already paid by the BUYER, and in the case of an Indian BIDDER with interest thereon at 2% above the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% above the LIBOR (London Inter Bank Offer Rate). If any

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Outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

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

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

(vii) To debar the BIDDER from participating in the future bidding processes of LIC for a minimum period of five years which may be further extended at the discretion of the BUYER.

(viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

(x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be final and convulsive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes this Pact.

7. Fall Clause:

7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems/items or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or 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.

8. Independent Monitors:

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

Name address of the Monitor(s):

- 1) Shri Rajni kant Mishra, IPS (Retd.)
Ex. Director General in BSF
B-1801, Amrapali Sapphire, Sector 45, Noida (UP)-201303
Cell: 9717328500
Email id : rkm592002@yahoo.co.in & rkmishra84@gmail.com
- 2) Shri Arun Chandra Verma, IPS (Retd.)
Flat Ni. C -1204,
C Tower, Amrapali, Platinum Complex,
Sector-119, Noida(u.p.)
Email : acverma1@gmail.com
Mobile No : (+91) 8130386387

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

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

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

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the Authority designated** by the BUYER.

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

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

8.8 The Monitor will submit a written report to the designated authority** of BUYER /Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER /BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation:

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

10. Law and Place of Jurisdiction:

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

11. Other Legal Actions:

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extent law in force relating to any civil or criminal proceedings.

12 Validity:

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract. 12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

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

Bidder

Seal & Signature of the Bidder

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12
12/9/23

Ref : OS/P&S/TENDER No.7/2023-24

DT : 13.09.2023

TENDER FOR RATE CONTRACT FOR SUPPLY OF PRINTED PROPOSAL FORMS FOR THE PERIOD FROM 01.10.2023 UP TO 30.09.2024

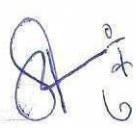
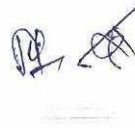

SL NO	SIZE	QUANTITY	GSM	PRINTING DESCRIPTION	RATES INCLUSIVE OF ALL CHARGES, EXCLUDING GST (RS.)	
					IN FIGURE	IN WORDS
1	11.5 x 18	100 packets	70	BOTH SIDE PRINTING ON <u>SINGLE SHEET</u> IN BLACK INK ON <u>GOOD QUALITY OF MAPLITHO WHITE PAPER</u> WITH CENTRE FOLD. PREPARE ONE PACKET OF 100 SETS. FOR THIS SIZE AND QTY 05 TO 10 SETS DIFFERENT DRAFT MAY BE THERE. GIVE RATE PER PACKET HAVING 100 FORMS/ SHEETS.		
2	11.5 x 18	1000 packets	70	BOTH SIDE PRINTING ON <u>1½ SHEETS</u> IN BLACK INK ON <u>GOOD QUALITY OF MAPLITHO WHITE PAPER</u> WITH CENTRE FOLD & PASTING. PREPARE ONE PACKET OF 100 SETS. FOR THIS SIZE AND QTY 05 TO 10 SETS DIFFERENT DRAFT MAY BE THERE. GIVE RATES PER PACKET HAVING 100 SETS OF FORMS.		
3	11.5 x 18	3000 packets	70	BOTH SIDE PRINTING ON <u>02 SHEETS</u> IN BLACK INK ON <u>GOOD QUALITY OF MAPLITHO WHITE PAPER</u> WITH CENTRE FOLD & PASTING. PREPARE ONE PACKET OF 100 SETS. FOR THIS SIZE AND QTY 05 TO 10 SETS DIFFERENT DRAFT MAY BE THERE. GIVE RATES PER PACKET HAVING 100 SETS OF FORMS		
4	11.5 x 18	1000 packets	70	BOTH SIDE PRINTING ON <u>2½ SHEETS</u> IN BLACK INK ON <u>GOOD QUALITY OF MAPLITHO WHITE PAPER</u> WITH CENTRE FOLD & PASTING. PREPARE ONE PACKET OF 100 SETS. FOR THIS SIZE AND QTY 05 TO 10 SETS DIFFERENT DRAFT MAY BE THERE. GIVE RATES PER PACKET HAVING 100 SETS OF FORMS		
5	11.5 x 18	1000 packets	70	BOTH SIDE PRINTING ON <u>03 SHEETS</u> IN BLACK INK ON <u>GOOD QUALITY OF MAPLITHO WHITE PAPER</u> WITH CENTRE FOLD & PASTING. PREPARE ONE PACKET OF 100 SETS. FOR THIS SIZE AND QTY 05 TO 10 SETS DIFFERENT DRAFT MAY BE THERE. GIVE RATES PER PACKET HAVING 100 SETS OF FORMS		
6	11.5 x 18	100 packets	70	BOTH SIDE PRINTING ON <u>3½ SHEETS</u> IN BLACK INK ON <u>GOOD QUALITY OF MAPLITHO WHITE PAPER</u> WITH CENTRE FOLD & PASTING. PREPARE ONE PACKET OF 100 SETS. FOR THIS SIZE AND QTY 05 TO 10 SETS DIFFERENT DRAFT MAY BE THERE. GIVE RATES PER PACKET HAVING 100 SETS OF FORMS		
7	11.5 x 18	100 packets	70	BOTH SIDE PRINTING ON <u>04 SHEETS</u> IN BLACK INK ON <u>GOOD QUALITY OF MAPLITHO WHITE PAPER</u> WITH CENTRE FOLD & PASTING. PREPARE ONE PACKET OF 100 SETS. FOR THIS SIZE AND QTY 05 TO 10 SETS DIFFERENT DRAFT MAY BE THERE. GIVE RATES PER PACKET HAVING 100 SETS OF FORMS		

Ref : OS/P&S/TENDER No.7/2023-24

DT : 13.09.2023

TENDER FOR RATE CONTRACT FOR SUPPLY OF PRINTED PROPOSAL FORMS FOR THE PERIOD FROM 01.10.2023 UP TO 30.09.2024

8	11.5 x 18	100 packets	70	BOTH SIDE PRINTING ON <u>4½ SHEETS</u> IN BLACK INK ON <u>GOOD QUALITY OF MAPLITHO WHITE PAPER WITH CENTRE FOLD & PASTING.</u> PREPARE ONE PACKET OF 100 SETS. FOR THIS SIZE AND QTY 05 TO 10 SETS DIFFERENT DRAFT MAY BE THERE. GIVE RATES PER PACKET HAVING 100 SETS OF FORMS
9	11.5 x 18	100 packets	70	BOTH SIDE PRINTING ON <u>05 SHEETS</u> IN BLACK INK ON <u>GOOD QUALITY OF MAPLITHO WHITE PAPER WITH CENTRE FOLD & PASTING.</u> PREPARE ONE PACKET OF 100 SETS. FOR THIS SIZE AND QTY 05 TO 10 SETS DIFFERENT DRAFT MAY BE THERE. GIVE RATES PER PACKET HAVING 100 SETS OF FORMS
10	11.5 x 18	100 packets	70	BOTH SIDE PRINTING ON <u>06 SHEETS</u> IN BLACK INK ON <u>GOOD QUALITY OF MAPLITHO WHITE PAPER WITH CENTRE FOLD & PASTING.</u> PREPARE ONE PACKET OF 100 SETS. FOR THIS SIZE AND QTY 05 TO 10 SETS DIFFERENT DRAFT MAY BE THERE. GIVE RATES PER PACKET HAVING 100 SETS OF FORMS

Handwritten signatures and dates:



 12/9/23