

Notice for Tender (ARC) for Printing & Supply of Envelopes & Policy Dockets (Only for Empanelled Vendors of Nashik Division) for the period 01/12/2023 to 30/11/2024.

Sl.No.	Activity	Details
1	Tender Date	NO. 48 10.10.2023
2	EMD (Refundable)	Rs.25,000.00 (Twenty five thousand only) by way of Demand Draft on any scheduled Bank, payable at Nashik in favour of Life Insurance Corporation of India.
3	Tender fee	Rs 118/- is to be paid in cash/D.D. along with the tender
4	Address for submission of bid (to be put in Tender Box)	The Manager (OS), Stationary Department, Ground floor, Life Insurance Corporation of India, Divisional Office, Jeevan Prakash, Gadkari Chowk, Nashik-422002.
5	Papers to be Submitted	Bidders to put the following documents in a sealed cover envelope super scribed as Technical Bid (MARKED AS ENVELOPE NO.1) (i) Photocopies of the documents mentioned in Tender document. (ii) Form of Terms and conditions of tender Annexure -A. (iii) Integrity pact Annexure-C. (iv) If registered under NSIC or MSME, please attach latest valid copy. (v) If register under MSEs owned by SC/ST Entrepreneurs, please mention. Bidders to put the following document in sealed cover envelope super scribed as Financial Bid (MARKED AS ENVELOPE NO.2) (i) Financial Bid –Annexure-B (on firm's letter head only)
6	Submission of Time)	Bidders fulfilling the Eligibility Criteria of the Tender (ARC) for supply of Envelopes and Policy Dockets should put together 2 separate sealed covers envelopes super scribed as Technical Bid (Envelope no.1) & Financial Bid (Envelope no.2) in a large sealed cover envelope super scribed as "Tender No.48/2023-24 tender(ARC) for supply of Envelopes and Policy Dockets" to be submitted on the above address as mentioned at Sr.No.4 by 05.00 pm on 01.11.2023
7	Technical bid opening (Date/Venue)	The sealed covers having Technical Bids (Envelope no.1) will be opened by the Tender Opening Committee on 02.11.2023 at 11.30 am in the presence of bidders or one of their representatives who wishes to attend. Venue address as mentioned above at Sr.No.4.
8	Financial Bid	The Financial Bid (Envelop no.2) will be opened on a later date which will be intimated separately to technically qualified bidders only.
9	Contact Details	Telephone No.0253-2316992/2570829 Email Id- os.nashik@licindia.com
10	Official Website (URL)	The Tender Document can be downloaded from our website http://www.licindia.in go to Tenders and click on the Link Tender no-48, tender (ARC) for supply of Envelopes and Policy Dockets (2023-24), Nashik Division.

In case there is any change in the schedule or any corrections, the same will be displayed on our website.

Sr.Divisional Manager



OS Department, Divisional Office,

2nd floor, 'Jeevan Prakash', Gadkari Chowk,
Old Agra Road, PB No.110, Nashik-422002.
Tel:(0253)2316992, e-mail id: os.nashik@licindia.com

Ref: NDO/OS/STNY/Tender No. 48/2023-24

- Date: 10.10.2023

(Only for Empanelled Vendors of Nashik Division)

Dear Sir / Madam,

Re: Limited Tender (ARC) Notice for Supply of Envelopes & Policy Dockets- 2023-24.

Tenders are invited for the supply of Envelopes and Policy Dockets in a self-addressed sealed envelope addressed to "The Manager (OS), Life Insurance Corporation of India, Stationery Department, Ground Floor, Divisional Office, Jeevan Prakash, Gadkari Chowk, Nashik – 422 002" in such a way so that the same may reach to us on or before 01.11.2023 by 5.00 p.m.

Tender fee – Rs 118/- is to be paid in cash/D.D. along with the tender.

The envelope containing Tender Forms [Annexure – A, Annexure – B (Financial bid), and Annexure – C (contract integrity pact), should be superscripted as "Tender no.-48 (ARC) for supply of Envelopes and Policy Dockets, Nashik Division" , last date 01.11.2023 time 05.00 pm.

The Tender Form should accompany a DD of Rs. 25000/- as EMD (Refundable) in favor of LIC of India, payable at Nashik. Exemption for payment of EMD will be provided to Micro & Small Enterprises (MSE's) subject to submission of valid certificate in this regard. EMD of unsuccessful bidders will be refunded within one month from the conclusion of the tendering process.

Sample: Paper should of A' GRADE RIBBED CRAFT Yash Paper Mill / Seshasayee Paper Mill / Mysore Paper Mill / Andhra Ribbed Mill, 68 GSM, 80 GSM, 120 GSM AND 140 GSM. You will have to attach paper samples. Please mention Name of mill, GSM, Grade etc. on each sample along with your stamp & signature. Tender without sample will not be considered. If your supply differs from approved quality of paper, supply will be rejected.

The Tenders will be opened on 02.11.2023 at 11.30 a.m. in the presence of bidders or their authorized representatives, The representatives has to submit authority letter issued by bidder for attending the Tender opening process along with I.D. proof. In case 02.11.2023 happens to be a Holiday, then Tender will be opened on the next working day. You are requested to ensure your presence at the time of opening the Tender. Tenderer should ensure that their Tenders are received before the date and time as specified and no consideration whatsoever shall be given for postal or any kind of delays. Tenders received late are liable to be rejected.

Yours faithfully,

Sr. Divisional Manager



Important Instructions to Bidder regarding Tender-

- 1) Read Tender Document carefully.
- 2) Earnest Money Deposit of Rs. 25000/- is to be remitted by Demand Draft in favor of LIC OF INDIA, payable at Nashik. No cheque will be accepted.
- 3) Paper Sample along with GSM, Paper Grade and Name of Paper Mill is must. Sample should be signed and sealed by the bidder otherwise tender will be rejected.
- 4) Terms and conditions must be signed and sealed properly. Signature for acceptance of terms and conditions should be at the place provided for.
- 5) Annexure B- should be duly sealed and signed with no overwriting/alterations.
- 6) If firm is having MSME/NSIC registration, it should be issued for specific type of work for which tender is being submitted, otherwise exemption for EMD will not be considered, and tender will be rejected.
- 7) Bid incomplete in any respect or not supported by the requisite documents as well as required paper sample with full details, will not be considered.
- 8) **Cancelled Cheque is must for Bank Details.**
- 9) Bidder must sign and seal each and every paper of submitted bid.
- 10) Xerox copy of the PAN Card is Must, also copy of GSTIN, if registered, should be submitted.
- 11) In addition to signature on every page, last page of every annexure should necessarily be signed at the place provided for.

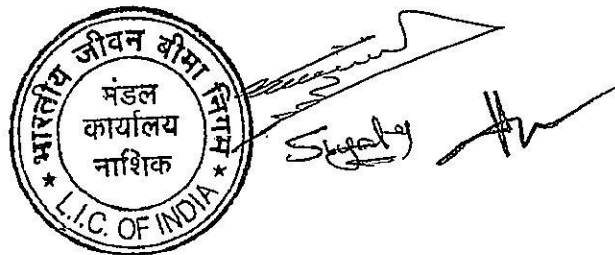
Sr Divisional Manager



Terms & Conditions of Tender

Annexure 'A'

1. The rates should be quoted in attached Financial Bid (Annexure B) only. Rates to be quoted shall be including packaging expenses, loading, unloading expenses transportation etc. (But Excluding of GST).
2. The quoted rates will be valid up to the next tender or 12 months from the date of approval whichever is earlier and may be extended / renewed further up to one more year by mutual consent at the same rates and Terms & Conditions.
3. Order for supply may be placed depending upon the requirements. The material will be delivered at the stores of O.S. Department, Ground Floor, Jeevan Prakash Building, Gadkari Chowk, Nashik – 422 002.
4. 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.
5. This shall be an annual rate contract. The supplier is legally bound to meet our requirements.
6. No alteration in quality of items indented or the enhancement of rate of article shall be accepted by the Corporation during the period of contract / execution, unless previously ratified by the Corporation.
7. Overwriting / white inking of any word / figure in the Financial Bid, unless authenticated by the Bidders, are liable to be rejected at the option of LIC.
8. The quality, quantity and punctuality in rendering services are the essence of the contract and vendor undertakes to abide by them at all times.
9. TDS and other tax deduction if any will be as per rule.
10. Payments will be made through NEFT only after the complete and successful supply of order and on duly verification of quality of goods supplied with the quality / brand mentioned in tender. No advance or part payments will be made.
11. If at any point of time, the vendor is blacklisted from any of offices of corporation then this contract will be terminated forthwith.

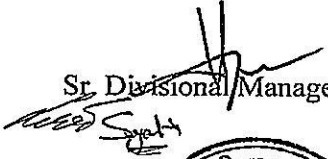


12. No extra terms and conditions of the vendor will be accepted. If any vendor gives his own terms and conditions, his tender will be rejected without any information to him.
13. The rate quoted by the vendor in the tender should remain valid for acceptance upto 60 days from the last date stipulated for the submission the acceptance of tender will be communicated by separate letter.
14. All the pages of the tender document are to be signed by the authorized signatory of the firm as proof of acceptance. Any over writing or use of white ink is to be duly initialed by the bidder. LIC of India reserves the right to reject the incomplete bids and bids lacking in details and without signatures.
15. If after the supply of materials, it is observed that the materials supplied are not in good condition or not according to the specification in quality, the order shall be liable for rejection at the sole discretion of the competent authority. Defective material for not meeting the specifications should be replaced free of cost at our site.
16. Time limit for supply of items would be 1 month from the date of order or specified in order. Failure to supply within stipulated date will be liable to minimum deduction @ 0.1% of bill amount for each day of delay of delivery after the stipulated date. Delay cannot exceed over 45 days in any case. In case failure by the firm to deliver the goods within stipulated (excluding delay) period, the Corporation shall be at liberty to purchase the material from any other firm and the difference of cost of that material will be recovered from EMD of the vendor and also the firm / vendor may be blacklisted by LIC and may not be allowed to participate in any tender process in future for a period to be decided by LIC.
17. The Sr. Divisional Manager, LIC of India, Nashik reserves the right to reject or accept any bid, annual the bidding process and reject any or all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for his / her actions and decisions. The Sr. Divisional Manager, LIC of India, Nashik does not bind himself / herself to accept the lowest tender. All disputes in this concern shall lie under the jurisdiction of Nashik only.
18. 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 Accounts, 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.
19. After engaging the services of the bidder firm/company if it is found that the services are not rendered to the satisfaction of LIFE INSURANCE CORPORATION OF INDIA, the services will be terminated immediately and LIFE INSURANCE CORPORATION OF INDIA shall have the right to engage the services of any other firm/company as it may deem fit. If any financial loss/damage to the reputation of LIFE INSURANCE CORPORATION OF INDIA is caused during the contract period, the bidder firm/company shall be legally bound to make good the same in monetary terms to be decided by LIFE INSURANCE CORPORATION OF INDIA. The EMD/Security deposit may also be forfeited & the vendor will be blacklisted.
20. Successful bidder will have to enter in to duly notarized agreement with us on a non- judicial stamp paper of Rs.500/-



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21. Successful bidder will have to pay security deposit 10/% as per clause no 36 of Store Code (Demand Draft / Bankers cheque in favour of LIC of India, payable at Nashik) for the tender period 01/12/2023 to 30/11/2024. (No interest will be payable on security deposit)
22. Integrity Pact:- The vendor will have to submit the "INTEGRITY PACT" (Annexure C) to be signed & submitted.
23. Bids incomplete in any respect or not supported by the requisite documents as well as required paper samples are liable to be rejected.

St. Divisional Manager


We agree with Terms & Conditions of the Tender

Signature and Seal of Firm

Date: _____

Place: _____



Application Form- Technical Bid/2023-24

S.No.	Information Sought	Information Provided
1	Name of the Firm (in Block letters)	
2	Date of Establishment/Incorporation	
3	Registration No. for registration under Companies Act,1956 (Please attach photocopy of Certificate)	
4	Correspondence address and telephone no. with E-mail ID.	
5	Address of Head Office (if separate) and telephone no.	
6	Status Proprietary/ Partnership/ Private Ltd. Company/ Public Ltd. Company	
7	Name of the Partners/ Directors	
8	Name of Chief Executive with his present address and telephone Nos.	
9	Name of Representative(s) with Designation who would be calling on us and attending to our jobs and his Contact Number.	
10	Name of Bankers with address & telephone nos., IFS code & A/c no.	
11	PAN No. of the Firm (Please enclose photocopy)	
12	Details if registered with any other Govt. Authority for undertaking the profession.	
13	State the latest Income Tax assessed year and amount of tax assessed (copies of last 03 years IT Return, Balance Sheets & Revenue A/C to be enclosed.	
14	Turnover for the last three financial years	2022-23 2021-22 2020-21
15	Details of stationery/ Computer Consumable items supplied to any office of LIC of India and/or prestigious PSU's. (Please fill Annexure-C)	



[Handwritten signature]
[Handwritten signature]

16	Whether the firm is GST compliant. Please mention the GST Registration No. (Please enclose photocopy of Certificate)	
17	Mention any other specialties of your Establishment	
18	Is the firm SC/ST entrepreneurs	
19	IT returns of 3 years	2022-23 2021-22 2020-21

(Note: Please type this form or fill it legible ink. If space provided is insufficient, please type or write the replies on a separate sheet giving appropriate question number duly authenticating the same with seal and signature and attach it to the form)

I/We..... request, Life Insurance Corporation of India, Divisional Office

Nashik to consider our bid. We agree to abide by all the ELIGIBILITY CRITERIA AND OTHER TERMS AND CONDITIONS AND DUTIES of Supplier of Computer Consumable Items and assure to render the services to the fullest satisfaction of the Corporation.

We further give our consent and undertake that our firm is competent and capable of supplying of Computer Consumable Items to LIC of India, Divisional Office, Gadkari Chowk, Nashik-422002.

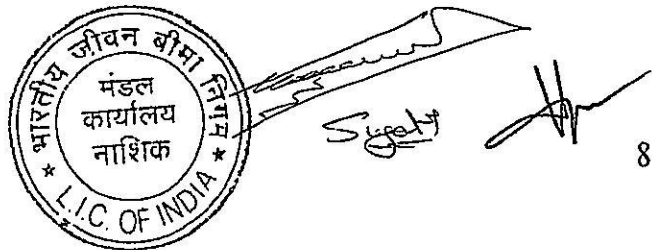
Dated atthis.....day of.....202

Signature with seal of Firm/Company

Name:

Designation:

Note: The Corporation reserves the right to accept or cancel tender/ Bids of any of the Agencies at their absolute discretion without assigning any reason thereof. Applications received with incomplete information or alteration not authenticated with proper seal and signature will not be considered.



DIVISIONAL OFFICE, JEEVAN PRAKASH, GADKARI CHOWK, NASHIK
-422002 TEL:0253/2316992/2570829
email id:- os.nashik@licindia.com.

TENDER NO-48/2023-24 FOR SUPPLY OF ENVELOPES & POLICY DOCKET (FINANCIAL BID)
ANNEXURE "B"

(Rate per article excluding GST)
(To be completed & typed on bidder's letterhead only.)

Sr. No	Particulars	PAPER TYPE 'A' GRADE & Mill	SIZE	GSM	Slabs (Per Article)	RATE IN Rs. (Exclu. GST)
1	E-5 PLAIN ENVELOPE BOTH SIDE PRINTING	A' GRADE RIBBED CRAFT Yash Paper Mill / Seshasayee Paper Mill / Mysore Paper Mill / Andhra Ribbed Mill	9" x 4"	68 GSM	01 TO 5,000	
					5,001 TO 25,000	
					25,001 TO 50,000	
					50,001 TO 75,000	
					75,001 & ABOVE	
2	E-5 WINDOW ENVELOPE BOTH SIDE PRINTING	A' GRADE RIBBED CRAFT Yash Paper Mill / Seshasayee Paper Mill / Mysore Paper Mill / Andhra Ribbed Mill Size of window 4.3"X1.7"	9" x 4"	68 GSM	01 TO 10,000	
					10,001 TO 25,000	
					25,001 TO 50,000	
					50,001 TO 1,00,000	
					1,00,001 TO 1,50,000	
3	E-6 PLAIN ENVELOPE BOTH SIDE PRINTING	A' GRADE RIBBED CRAFT Yash Paper Mill / Seshasayee Paper Mill / Mysore Paper Mill / Andhra Ribbed Mill	11"x 5"	68 GSM	01 TO 10,000	
					10,001 TO 25,000	
					25,001 TO 50,000	
					50,001 TO 1,00,000	
					1,00,001 TO 1,50,000	
					1,50,001 TO 2,00,000	
4	E-6 WINDOW ENVELOPE BOTH SIDE PRINTING	A' GRADE RIBBED CRAFT Yash Paper Mill / Seshasayee Paper Mill / Mysore Paper Mill / Andhra Ribbed Mill Size of window 4.3"X1.7"	11"x 5"	68 GSM	01 TO 10,000	
					10,001 TO 25,000	
					25,001 TO 50,000	
					50,001 TO 1,00,000	
					1,00,001 TO 1,50,000	
					1,50,001 TO 2,00,000	
					2,00,001 TO 3,00,000	
3,00,001 & ABOVE						



5	E-7 PLAIN ENVELOPE BOTH SIDE PRINTING	A' GRADE RIBBED CRAFT Yash Paper Mill / Seshasayee Paper Mill / Mysore Paper Mill / Andhra Ribbed Mill	14"x 6"	80 GSM	01 TO 5,000	
					5,001 TO 10,000	
					10,001 & ABOVE	
6	E-8 PLAIN ENVELOPE BOTH SIDE PRINTING	A' GRADE RIBBED CRAFT Yash Paper Mill / Seshasayee Paper Mill / Mysore Paper Mill / Andhra Ribbed Mill	12"x9"	80 GSM	01 TO 5,000	
					5,001 TO 10,000	
					10,001 & ABOVE	
7	POLICY DOCKET F.NO.4111, ONE SIDE PRINTING	REINFORCED BITUMINISED (tar coated) WATER PROOF B GRADE PAPER STAR CRAFT MILL WITH NYLON THREAD	14"x 6"	140 GSM	01 TO 10,000	
					10,001 TO 25,000	
					25,001 TO 50,000	
					50,001 TO 1,00,000	
					1,00,001 TO 1,50,000	
					1,50,001 TO 2,00,000	
					2,00,001 TO 3,00,000	
3,00,001 & ABOVE						
08	CLOTHLINED ENVELOPE F.NO.E-9, ONE SIDE PRINTING	CLOTHLINED LEDGER GREEN PAPER	16" X 12"	80 GSM	01 TO 10, 000	
					10,001 & Above	
10	PROPOSAL FOLDER F.NO.4110, ONE SIDE PRINTING	CRAFT(BROWN) PAPER B GRADE STAR CRAFT MILL WITH HEAVY QUALITY FASTENER PIN(1.5" clip on the top left of the sheet)	20"x 12" with vertical centre fold	120 GSM	01 TO 10000	
					10001 TO 25000	
					25001 TO 50000	
					50001 TO 100000	
					100001 TO 150000	
					150001 TO 200000	
					200001 TO 300000	
300001 & ABOVE						

Enclose specimen copies of the paper which the firm intends to supply as per our specifications in Technical bid (Envelop-1). Name of the paper mill, firm company, GSM should be mentioned on the sample paper & duly certified by the tenderer.

Place:-

Signature of the bidder

Date :-

(Seal of the bidder firm / company)



Signature
Signature

CONTRACT INTEGRITY PACT

ANNEXURE "C"

General:

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on..... day of the month of2023. , between, on one hand, the Life Insurance Corporation of India (hereinafter referred to as "LIC") a statutory Corporation established under section 3 of Life Insurance Corporation Act 1956 (XXXI of 1956) and having its corporate office at "Yogakshema" Jeevan Bima Marg Mumbai 400021. (here in after called the "BUYER" which expression shall mean and include, unless the context otherwise requires, his successors in office assigns) of the First part. And M/srepresented by Shri..... .(Hereinafter called the "BIDDER /SELLER/SERVICE PROVIDER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second part.

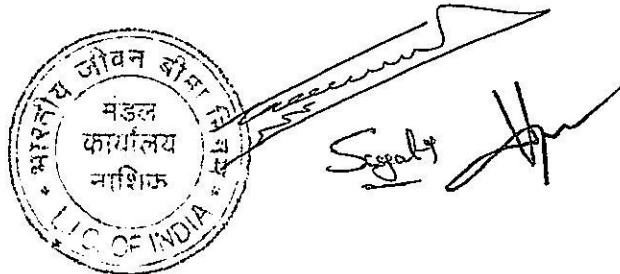
WHEREAS the BUYER proposes to procure **Printing & Supply of ENVELOPES & Policy Dockets** (Name of the Stores/ Equipment/Item/Service) and the BIDDER/Seller/Service Provider is willing to offer/has offered the stores/services and

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

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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:-

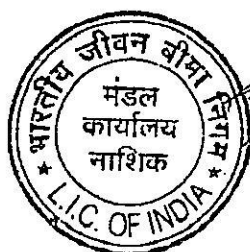
1. Commitments of the BUYER

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, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting on implementation process related to the contract.

1.2 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.

Commitments of BIDDERS

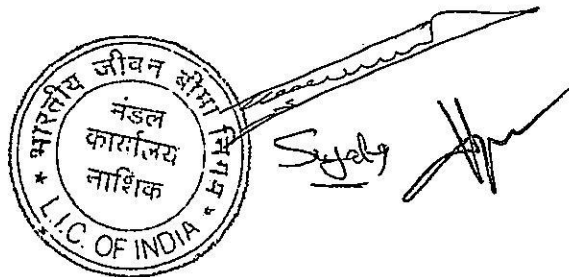
3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the

contract or in furtherance to secure it and in particular commit itself to the following:-

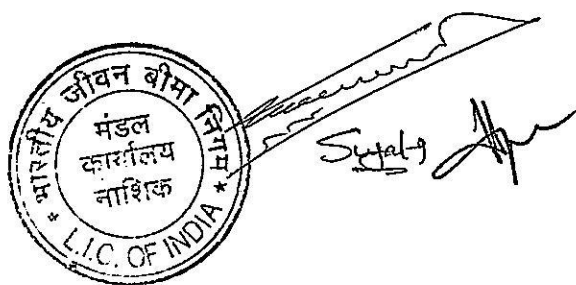
3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, 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**
- 3.8** 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 cartelization in the bidding process.
- 3.9** The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.10** The BIDDER/Contractor will not commit any offence under the relevant India Penal Code (IPC) /Prevention of corruption (PC) act. Further, the bidder will not use improperly, for purposes of competition or personal gain, pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any



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

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

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

3.13 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.

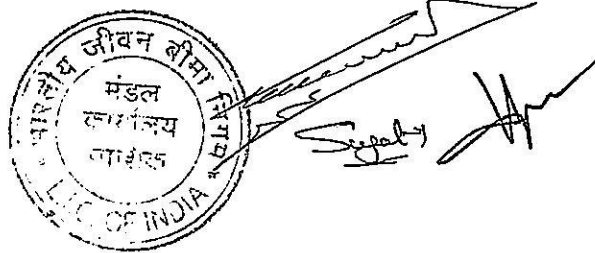
3.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee or the BUYER.

3.15 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 any be further extended at the discretion of the BUYER.
- (vii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (viii) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

5.2 The BUYER will be entitled to take all or any of the actions mentioned at para 5.1(i) to (viii) of this pact also on the Commission by the BIDDER or



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any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

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

6. Independent Monitors:

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

Name, address, email of the Monitor(s):

* Shri Rajni Kant Mishra, IPS (Retd,) Ex Director General in BSF, P-23, Sector -11, Noida Dist : Gautam Buddh Nagar, UP – 201301, email address - rkmishraips84@gmail.com

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 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.

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.

7. Facilitation of Investigation:

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

8. Law and Place of Jurisdiction:



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

9. Other Legal Actions:

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

If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

Changes and supplements as well as termination notices need to be made in writing.

10. Validity:

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

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

Signature :

Name of the Officer: **Smt. Sujata Iyer**

Designation **Manager (OS/DM)**

Deptt./ **OS Department**

BIDDER

Signature :

CEO:

Name-

Address-

Witness

1.....

1.....



Sujata