



Office Services Department, 2nd Floor, Jeevan Prakash Bldg., Subanpura, Vadodara 390 023.

कार्यालय सेवा विभाग, द्वितीय तल, जीवन प्रकाश, सुबनपुरा, वडोदरा 390 023

Notice for Empanelment

Applications are invited from the Reputed Firms for Empanelment of **VENDORS / SUPPLIERS / CONTRACTORS / MANUFACTURERS/ PRINTERS/ SERVICE PROVIDERS** for the period from **01.04.2024 to 31.03.2027** at L.I.C. of India Vadodara Divisional Office for **Supply of Printed, Computer , Continuous, Table and office Stationery, IT/ Computer Consumables including repairs and refilling, I-Cards, Rubber Stamps, AND Services of Courier, Photocopiers, Book Binding, Laundry, Carriage & Freight / Hamali, Canteen, Advertising Agency, Travel Agency, Preventive Health Check up, Pest Control & Rodent Treatment, Scrap Dealers, AND Supply/ Maintenance/Services of Refrigeration and Water Purifier Items, CCTV & Safety Equipments, Fire fighting Equipments, Telecommunication Items, Note Counting /Fake Note Detector Machine, Furniture and Fixtures, Furniture Fixtures Repair Works.**

For complete details and empanelment documents please contact the O.S Department, 2nd floor at the above address or log on to www.licindia.in under the link "Tenders". Any further information such as correction/addition/deletion in term and condition if any will be published at our website only.

LIC of India reserves the right to accept or reject any or all applications in full / part without assigning any reasons whatsoever. The Firms/Agencies that are on our panel are also required to apply a fresh, if interested.

Last date for submitting documents for Empanelment is 16.00 Hrs on **09.01.2024.** 17.01.2024

Place: Vadodara
Date : 30.12.2023

[Handwritten Signature]
Sr. Divisional Manager

SIGNATURE AND SEAL OF AUTHORIZED PERSON



Office Services Department, 2nd Floor, Jeevan Prakash Bldg., Subanpura, Vadodara 390 023.

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Applications are invited from reputed VENDORS / SUPPLIERS / CONTRACTORS / MANUFACTURERS / PRINTERS/ SERVICE PROVIDERS from all vendors under category 1 to 3 and for category 4 to 23 from vendors whose offices are at Vadodara or near to vadodara for empanelment on our Approved List for the period from 01.04.2024 to 31.03.2027 as per following Serial No., Name of Category and Minimum Turn Over:

OPEN FOR ALL VENDORS: CATEGORY 1 TO 3 :

Category No.	Name of Category	Minimum Turnover Required per annum (in any of last three Years) in lakh
1	Printing and Supply of Computer Continuous Stationery.	15 lakhs
2	Purchase / Supply of IT, Consumable Items	20 lakhs
3	Printing and Supply of Envelops	10 lakhs

FOR VENDORS WHOSE OFFICES ARE VADODARA OR NEAR TO VADODARA

Category No.	Name of Category	Minimum Turnover Required per annum (in any of last three Years) in lakh
4	Purchase / Supply of Table and Office Stationery	03 lakhs
5	Printing and Supply of Offset Stationery Items /Forms/Ledger/Visiting Cards/Publicity Brouchers/Booklets/leaflets/Magazine in single , two or Multi Colours etc.	10 lakhs
6	Supply / maintenance / Servicing Of Telecommunication equipment such as EPABX System, telephone, CCTV cameras etc.	05 lakhs
7	Courier Services for Local , within Gujarat and all India. Hand delivery of Local daily post from Divisional Office to Branch Office and Vis -A-Versa etc.	05 lakhs
8	Carriage and Freight Services for Transporting of Goods for Local / Outstations / Hamali Contractors for shifting and hand delivering of Goods.	Not Required
9	IATA Agents for Air-Ticket booking, Travel Agent for booking Railway tickets etc.	05 lakhs
10	Advertising Agency.	05 lakhs
11	Supply/ Maintenance / AMC / Servicing of Note Counting machine/ fake Note Detector machine etc.	05 lkhs
12	Supply of Water Coolers , RO's , Water Purifiers etc.	05 lkhs
13	Maintenance / Servicing of Water cooler ,RO's, Water Purifier etc.	Not Required
14	Supply of Wooden & Steel / Moulded Office Furniture including Policy	10 lakhs

	Dockets Racks	
15	Maintenance / Servicing Of Wooden and Steel Moulded, Steel Furniture and Fixtures	Not Required
16	Supply / Maintenance of Fire Extinguishers etc.	05 lakhs
17	Hospitals providing Preventive Health Check Up Services.	25 lakhs
18	Providing Services for Pest Control and Rodent Treatment.	03 lakhs
19	Supply of Identity Card , Rubber Stamps Book Binding etc.	Not Required
20	Scrap Dealer	Not Required
21	Photo Copy and Spiral Binding.	Not Required
22	Canteen and Catering Services	Not Required

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1. The eligibility conditions and applications form can be downloaded from our website www.licindia.in or the same can be obtained from the office of **Manager (OS), LIC of India, Divisional Office, 2nd Floor, Jeevan Prakash Building. Near Samta Police Station, Subhanpura, Vadodara-390023.** Application for empanelment along with notice of empanelment, general terms and conditions and Annexure A, B and C duly completed should be submitted to the same address in a closed envelope superscribed as:
2. "Application for empanelment of **VENDORS / SUPPLIERS / CONTRACTORS / MANUFACTURERS/ PRINTERS/ SERVICE PROVIDERS** Category Sr. No.____ (Name Of Category) _____ along with **Non refundable application fee of Rs.500/- + 18% GST TOTAL RS. 590/-** in the form of Demand Draft in favour of Life Insurance Corporation of India, payable at Vadodara or can be deposited at our cash counter during cash working hours on office days. Except Saturday, Sunday & Public Holiday. (MSME & NSIC are exempted from application fee).
3. The **VENDORS / SUPPLIERS / CONTRACTORS / MANUFACTURERS/ PRINTERS/ SERVICE PROVIDERS** who are on our panel are required to apply for fresh empanelment if interested.
4. **VENDORS / SUPPLIERS / CONTRACTORS / MANUFACTURERS/ PRINTERS/ SERVICE PROVIDERS** who have been **black listed/removed earlier** should not apply. If applied, their applications will not be considered.
5. Mere submission of Application for empanelment does not confer the right of empanelment. Life Insurance Corporation of India reserves its right to reject, accept any or all applications or cancel the process of empanelment without assigning any reason thereof for which Life Insurance Corporation of India shall neither be liable nor obligatory to inform the applicant the grounds of any such action. The corporation reserves the right to raise/ lower the minimum eligibility criteria for empanelment depending upon the responses and also to call for documents/certificates if required in the process of empanelment.

SR. DIVISIONAL MANAGER

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General Terms & Conditions for Empanelment of VENDORS / SUPPLIERS / CONTRACTORS / MANUFACTURERS/ PRINTERS/ SERVICE PROVIDERS for the period from 01.04.2024 to 31.03.2027

1. Application is to be submitted along with a non-refundable application Fee of Rs.500/- (Rupees Five hundred only) + 18% GST total Rs. 590/- in cash or by DD IN FAVOUR OF LIC of India payable at Vadodara for each category of Empanelment separately.
2. If the Tender value exceeds Rs.1,00,000/-, Earnest Money Deposit @ 2 % of the approximate tender value is to be deposited by DD in favour of LIC of India payable at Vadodara which is refundable without interest.
3. If the tender value exceeds Rs.1,00,000/-, besides Tender fee & EMD ,a security deposit in the nature of performance guarantee @ 10% by DD or Bank Guarantee in favor of LIC of India through scheduled Banks payable at Vadodara is to be deposited which is refundable without interest after completion of Guarantee period or Contract period.
4. Limited Tender may be called for purchases of up to Rs.25 lakh or limits decided by the competent authority. Limited tender shall be invited only from amongst the firm/dealers in the empanelled approved list and **No Tender Fees will be charged from Empanelled Vendors.**
5. T D S shall be deducted as per IT rules. No advance payment shall be made for the orders.
6. After empanelment if VENDOR / SUPPLIER / CONTRACTOR / MANUFACTURER/ PRINTER/ SERVICE PROVIDER is blacklisted by any of the office of LIC of India then its empanelment would be cancelled.
7. The Corporation reserves the right to accept any quotation in full or part. 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 tenderer and remaining job to another tenderer.
8. That it has been mutually agreed between the Corporation and the supplier/vendor/Service Provider that any dispute arising out of this acceptance shall be referred to for "Arbitration" to the Sr. Divisional Manager, LIC of India, Divisional Office, Vadodara of the corporation and his decision shall be binding on the supplier/vendor/service providers. The supplier/vendor/service providers shall not raise any question of competence of the Sr. Divisional Manager to act as sole arbitrator.
9. The empanelment will be valid for 3 Financial Years. However Empanelment process can be reviewed and repeated whenever required. The competent authority can extend the terms of the panel by one year. A firm empanelled can be blacklisted / removed during the validity period of the panel.
10. Any dispute arising out of or relating to this tender shall be deemed to have arisen in Vadodara and shall be under adjudication of a court in VADODARA.

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11. The Corporation reserves the right to Remove/ Black list any supplier /vendor/printer/service provider from the list of empanelled agencies for any deviation from the agreed Terms and Conditions if any activity is observed which is detrimental to the interest of the Corporation.
12. Apart from all the above conditions if a Firm does not participate in two (02) Tenders continuously, the name of the Firm may be removed from our empanelled panel.
13. 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 & Medium Enterprises (MSMEs) 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. Apart from the benefit given to MSME's such as issue of Tender Sets free of cost and exemption for payment of EMD, the Vendors who are registered with NSIC under Single point registration Scheme will additionally be exempted from submitting the Security Deposit up to the monetary limit for which the unit is registered.
14. Corporation reserves the right to call for any additional information/documents at any stage from the vendors, for the successful processing of Empanelment.
15. All pages of Integrity Pact are a part of Empanelment Notice & application. Applicant has to put his signature and seal on each page of Integrity pact along with the Empanelment Notice.

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

I/We agree with and accept all terms and conditions of the empanelment, which will be a part of application for empanelment. It is understood that the stipulated terms and conditions are accepted in toto.

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Annexure – A

Empanelment of VENDORS / SUPPLIERS / CONTRACTORS / MANUFACTURERS/ PRINTERS/ SERVICE PROVIDERS for the period from 01.04.2024 to 31.03.2027

(Separate application is to be filled up for each category)

Conditions for empanelment

1. The VENDORS / SUPPLIERS / CONTRACTORS / MANUFACTURERS / PRINTERS/ SERVICE PROVIDERS should be in profession for minimum 3 years.
(Copy of registration certificate to be enclosed where Minimum turnover is required).
2. The VENDORS / SUPPLIERS / CONTRACTORS / MANUFACTURERS / PRINTERS/ SERVICE PROVIDERS should be on the approved panel of preferably 1 reputed Firms/ Company **where minimum turnover is required.**
3. The VENDORS / SUPPLIERS / CONTRACTORS / MANUFACTURERS / PRINTERS/ SERVICE PROVIDERS should have registration with state and local authorities for undertaking the profession, **where minimum turnover is required** (copies of proof to be enclosed).
4. Firms blacklisted either by any office of the Corporation /any Govt. institution/body or by the company itself in which the vendor/contractor deals in, need not apply.
5. The Minimum Annual turnover of the VENDORS / SUPPLIERS / CONTRACTORS / MANUFACTURERS / PRINTERS/ SERVICE PROVIDERS should not be less than as mentioned against each category in the Notice for Empanelment (Please attach balance sheet for three years).
6. The empanelment would be done only on the favourable recommendation of the constituted committee that may visit & inspect the premises, workshop etc. of the applicant.
7. Applicants are required to affix the signature and seal of the authorized official of the Company on each page of the empanelment documents including Annexure A, B and C.
8. In case of a Company/ Partnership firm & OR proprietorship firm, please attach authority letter from all the Partners / Proprietor/ Competent Company Official of the firm certifying the signature of the partner/ person who is authorized to sign the empanelment documents along with all the enclosures in the form of **Annexure C.**
9. The VENDORS / SUPPLIERS / CONTRACTORS / MANUFACTURERS / PRINTERS/ SERVICE PROVIDERS **should be GST compliant where minimum turnover is required.**
10. The VENDORS / SUPPLIERS / CONTRACTORS / MANUFACTURERS / PRINTERS/ SERVICE PROVIDERS should have a valid PAN issued by Income tax department.

Sr. Divisional Manager

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Annexure – B
Application for Empanelment of VENDORS/ SUPPLIERS/ CONTRACTORS
/MANUFACTURERS/PRINTERS/ SERVICE PROVIDERS
for the period from 01.04.2024 to 31.03.2027

SR.NO. OF CATEGORY	NAME OF CATEGORY

(Separate application is to be filled up for each category)

Sr. No.	INFORMATION SOUGHT	
1.	Name of Applicant (IN BLOCK LETTERS)	
2.	DATE OF ESTABLISHMENT/ INCORPORATION OF THE FIRM	
3.	a. Correspondence Address b. Telephone nos. c. Mobile No. d. E-mail address	
4.	Address of Head Office (if separate) Telephone no., Fax no. & Email id	
5.	Nature of Ownership : Whether Proprietary / Partnership/ Private Limited Company / Public Limited Company)	
6.	Names of the Partners /Directors E-mail ID	
7.	Name of Chief Executive with his present addresses Telephone / Mobile No/ E-mail ID	
8.	Name of Representative(s) with designation who would be calling on us and attending to our jobs and his / their Mobile Nos/ E-mail ID	

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Sr. No.	INFORMATION SOUGHT	
9.	Name of Bankers with addresses & telephone numbers	
	Account No.	
	Type of Account:	
	IFSC Code:	
	Please attach cancelled cheque	
10.	Registration Details:	
	a) License number	
	b) Date of last renewal of license (copy of license to be enclosed)	
	c) PAN No. (copy to be enclosed)	
	d) ESIS No if any (copy to be enclosed)	
	e) EPF registration No. if any (copy to be enclosed)	
	f) GSTIN No. (copy to be enclosed)	
	g) Labor License and Validity (copy to be enclosed)	
11.	Is the firm owned by SC / ST entrepreneurs, if so please enclose the copy	
12.	Whether holding certificate under Shops & Establishment Act duly renewed (copy to be enclosed)	
13.	MSME / NSIC CERTIFICATE (IF ANY) (COPIES TO BE SUBMITTED)	
14.	State the latest Income Tax Assessed Year and the amount of Tax Assessed (copies of IT Returns and / or CA certificate to be enclosed for last 3 Financial Years)	
15.	Turn over for last 04 years	
	FY 2022-2023	
	FY 2021-2022	
	FY 2020-2021	
	FY 2019-2020	

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Sr. No.	INFORMATION SOUGHT	
16	Are you agreeable to make deliveries to Corporation's Offices within and out of Vadodara.	
17	Has your firm been blacklisted / removed earlier by LIC or any of the PSUs / BFSI / Govt. / semi Govt. Quasi Govt departments in India. (Yes/No). If yes, then give details	
18	Are you agreeable to abide strictly by the Terms and conditions of the Empanelment?	
19	If your firm is already empanelled with any office of LIC of India or any other PSU (Central). (Please enclose list with names, address and Tel. /Mobile Nos. of the persons to be contacted for confirmation). Separate sheet may be attached	
20	Name , addresses and telephone Nos. of three of your most valued clients (Separate list may be attached)	
21	Mention any other specialities of your Establishment	
22	Details of DD/ Banker's Cheque / MR for Empanelment Fee of Rs.500+18% GST ,Total Rs. 590/- D.D./ Banker's Cheque no. and & Date And Name of Issuing Bank	

Note: -

1. 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 to the form.
2. All the pages of application form and documents must be signed with seal.

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Ref: Empanelment

ANNEXURE C

Authority Letter

The Manager (OS)
LIC of India, Divisional Office,
2nd Floor, "Jeevan Prakash"
Near Samta Police Station, Subhanpura
Vadodara 390023.
[GUJARAT]

**RE : Empanelment of VENDORS / SUPPLIERS / CONTRACTORS / MANUFACTURERS/
PRINTERS/ SERVICE PROVIDERS**

Respected Sir,

We, the undersigned, being the partners/owners/Proprietor/Director of the firm

.....
hereby declare that we had authorized whose name and Specimen signature is given below:

Name	Specimen Signature

to sign all the documents in connection with this tender relating to LIC Vadodara Divisional Office for **Empanelment of VENDORS / SUPPLIERS / CONTRACTORS / MANUFACTURERS/ PRINTERS/ SERVICE PROVIDERS** along with technical bid, financial bid and any all other documents resulting from it on our behalf, which is to be required to be submitted by us during the whole process of the Empanelment.

We all abide by the terms and conditions of the Empanelment.
Signature of All the Partners /Owners/Proprietors/Directors of the firms:

Sl. No.	Name of the Partner/Owner/Proprietor/Director	Signature	Date

Place:

Date:

DECLARATION

I/We request Life Insurance Corporation of India, Divisional Office, Vadodara to consider inclusion of my / our firm / company's name in the list of their approved firms / Vendors / Dealers and hereby assure to extend full cooperation up to the satisfaction of Corporation.

I /We have read the instructions of the Notice of Empanelment, Conditions and General Terms and Conditions and also in Annexure A, B and C and I/ We understand that if any false information is revealed at the later date, any contract made between ourselves and Corporation on the basis of the information given by me/ us can be treated as invalid at the sole discretion of the Corporation and I / We will be solely responsible for the consequences.

I /we agree that the decision of the Corporation in selection of MANUFACTURES/ PRINTERS/VENDORS/ SERVICE PROVIDERS will be final and binding by me/us. All the information furnished by me / us here under are correct to the best of my / our knowledge and belief.

I / we agree that I / we have no objection if inspection of my/ our premises/ work shop, shop, etc. is done by the officials of the corporation.

I / We agree that I / We have no objection if enquiries are made about the work performance with clients mentioned at sr. no. 19 and 20.

I / We agree to abide by all the rules & regulations framed by the Corporation from time to time.

Date :

Place::

**Signature and Seal of Authorized Person
Name:**

PRE CONTRACT INTEGRITY PACT

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/s represented by Shri..... .(Hereinafter called the "BIDDER /SELLER/SERVICE PROVIDER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second part.

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

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

NOW, THEREFORE,

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

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

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

1. Commitments of the BUYER

- 1.1** The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting on implementation process related to the contract.
- 1.2** The BUYER will, during the pre-contract stage/evaluation stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3** All the officials of the BUYER will report to the "**Chief Vigilance Officer**" of the Buyer any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2.** In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

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) /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.
- 3.10** 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 any be further extended at the discretion of the BUYER.
- (vii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

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

5.2 The BUYER will be entitled to take all or any of the actions mentioned at para 5.1(i) to (viii) of this pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

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

6. Independent Monitors:

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

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

- 1) Shri Rajni Kant Mishra, IPS (Retd.)
Ex Director General in BSF
B-1801, Amrapali Sapphire
Sector -45, NOIDA (Uttar Pradesh) PIN- 201303
Email Id : rkm592002@yahoo.co.in & rkmishra84@gmail.com
- 2) Shri Arun Chandra Verma, IPS (Retd.)
Flat Np. C-1204,
C Tower, Amrapali, Platinum Complex,
Sector-119, Noida (U.P.)
Email Id : acverma1@gmail.com
Mobile: (+91) 8130386387

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 **Chairperson, 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

BIDDER

Name of the Officer:

CEO:

Designation / Deptt. :

Witness

1...

1.....

2...

2.....

(Note: Bidder/Seller/Service Provider

Stores/equipment/item/service

Bidding process/ bid evaluation/process of availing services

(Appropriate word
may be used where
ever applicable
without altering the
purpose /desired
intention of the
clause)