



Life Insurance Corporation of India:: Divisional Office :: Machilipatnam-521001

Tender No. Est- 04/2023-24

**Tender for Providing
Air coolers
On contractual Basis for
Various Locations at Machilipatnam Division**

**Date of Issue of Tender: 07-02-2024
Last Date of Submission: 21-02-2024 by 5.30 P.M.
Opening of Bid: 22-02-2024 at 11.00 A.M.**



Life Insurance Corporation of India:: Divisional Office :: Machilipatnam-521001

Invitation of Tenders for supply of Air coolers on hire basis

Life insurance corporation of India, Divisional Office, Machilipatnam intends to invite open Tenders for the supply of Air Coolers on Hire Basis, for a period of 3 months i.e., from 1-4-2024 to 30-06-2024 to the various offices located in Krishna ,Guntur,NTR,Palnad,Bapatla and Elur districts of Andhra Pradesh in sealed envelopes. The Tenders meeting the criteria specified in the Tender shall only be considered for further evaluation.

Tender format containing the various conditions for supply of Air coolers (approximately 500) on Hire basis can be downloaded in our Web site www.licindia.in/tenders during the tender period . Tenders also can be obtained from E&O.S. Department Divisional Office Machilipatnam between 10.00 AM to 4.00 PM on all working days from 07.02.2024 to 21.02.2024, on payment of non refundable tender fee of Rs. Rs.250/-+GST-Rs.45/- (Total rupees Two hundred and Ninety five only) in cash or by Demand Draft drawn on any Nationalized/Schedule Bank in favour of “**Life Insurance Corporation of India**” payable at Machilipatnam at the cash counter at Divisional Office, Machilipatnam during the tender period. The Miscellaneous Receipt issued by our Cash Counter is to be enclosed with the tender. Corrigendum if any, will be available in the site only.

The Sr. Divisional Manager, LIC of India, Divisional Office, Machilipatnam reserves the right to reject/issue the tender to any agency at his sole discretion without assigning any reason whatsoever.

Dt.07-02-2024

Sr. Divisional Manager



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LIFE INSURANCE CORPORATION OF INDIA

Life Insurance Corporation of India :: Divisional Office:: Machilipatnam-521001

Tenders for supply of Air coolers on hire basis

TENDER SCHEDULE

Name of Service	Tender for the supply of Air Coolers (500 approximately) on Hire Basis to our offices located in Krishna ,Guntur,NTR,Palnad,Bapatla and Elur districts districts for a period of 3 months i.e., from 1-4-2024 to 30-06-2024.
Tender Document	Tender format containing the various conditions for the supply of Air coolers is available in our Web site www.licindia.in/tenders from 07-02-2024. Last date and time for submission of sealed tenders to our office will be 21-02-2024 before 5.30P.M. Tender forms can be downloaded from our Web site. Tender forms can also be obtained from O.S. Department Divisional Office Machilipatnam between 10.00 AM to 4.00 PM, from 07-02-2024 to 21-02-2024 on all working days, on payment of non refundable tender fee of Rs.250/-+ GST-Rs.45/- (total rupees Two hundred and Ninety five only) in cash or by Demand Draft drawn on any Nationalized/Schedule Bank in favour of "Life Insurance Corporation of India" payable at Machilipatnam at the cash counter at Divisional Office, Machilipatnam. The Miscellaneous Receipt issued by our Cash Counter is to be enclosed with the tender.
Earnest Money Deposit	Rs.34,000=00 (Rupees Thirty four thousand only)
Security deposit	5 % of Bid Value
Date of Sale of Tender Document	From 07-02-2024 to 21-02-2024
Submission of Tender document	Duly signed in Tender document with price Bid (along with tender fee) is to be submitted to the following Address The Manager (E &OS) LIC Of India Divisional Office "Jeevan Prakash" Kennedy Road, Machilipatnam Pin 521001
Last date of Submission of Tender	21-02-2024 before 05.30 P.M.
Date and time of Opening of Bid	22-2-2024 11.00 A.M.

Dt.07-02-2024

Sr. Divisional Manager

Signature of the Bidder with Seal

Tenders for supply of Air coolers on hire basis

OTHER INSTRUCTIONS AND CONDITIONS TO BIDDERS

1. The Tenders received after the last date mentioned in the Tender schedule will not be considered for Bid.
2. All Bidders are advised to remain present (self or representative) in their own interest at the time of opening of Tenders .The authorized representative must bring an authority letter from the bidder. Only properly sealed tenders will be opened. **Unsealed or improperly sealed tenders are liable to be rejected. Conditional bids will also be summarily rejected.**
3. All the pages of the tender form are to be signed by the bidder. In case of joint ownership, all owners have to sign on all the pages of the bids. Incomplete bids and bids lacking in details and without signatures may liable to be rejected. LIC of India is not responsible in any manner for the postal delay / loss / non receipt of the tender form.
4. It may be noted that no negotiations will be carried out, and therefore most competitive rates should be offered.

OTHER SPECIFICATIONS AND CONDITIONS

No. of coolers required	500 (Approximately) Exact quantity may be less or more
Hiring period and other aspects	From 01-04-2024 to 30-06-2024. The coolers have to function from 01-04-2024 and as such, it is suggested that the supplier should plan accordingly for supply & testing etc. If there is delay in supply & functioning of coolers, there will be a penalty of Rs.100/- per cooler per day in addition to proportionate payment from the date of functioning. The supplier has to remove the coolers on 01-07-2024 and a certificate to be obtained from the BO. If coolers are not removed by 02-07-2024, then penalty will be levied @Rs.50/- per cooler per day beyond 02-07-2024 and Security Deposit will be refunded only on certification obtained from the unit that the coolers are removed in toto.
Rate to be quoted	Rate is to be quoted inclusive of Taxes (except GST), Supply, Installation, Transportation, commissioning, operation and maintenance etc., including repairs of coolers in the 3 months period.
Places where coolers to be supplied	At our offices located in Krishna,NTR,Eluru,Palnad,Bapatla & Guntur Districts as per the details given below
Size and other specifications of the cooler	18" size Brand New Floor Model of Standard Make
Payment Mode	Payment will be made on monthly basis and a certificate to be obtained from the offices stating that the coolers are in working condition through out the month of April/May/June, 2024 and is to be enclosed along with the bill.
Penalties	If any cooler is not working, the same is to be replaced / repaired within 24 hours on receipt of complaint either by phone or by any other mode. If the cooler is not replaced / repaired within 24 hours, then proportionate amount will be deducted from the monthly bill for the number of days, the cooler is not working condition. In addition to this Rs.25/- per day will be deducted for Number of days the cooler has not worked.



Tenders for supply of Air coolers on hire basis

The various office places where the 518 (approximate) air coolers are to supplied for the 3 months period are

S. No	Area	code	Name of the office	No. reqd	S. No	Area	code	Name of the office	No. reqd
1	MTM	67N	Machilipatnam – 2	22	19	GNT	699S1	SO - Mangalagiri	5
2	MTM	DO	Machilipatnam	59	20	GNT	67GS1	SO - Piduguralla	5
3	MTM	683	Machilipatnam – 1	22	21	GNT	67GS2	SO - Macherla	5
4	MTM	67R	Vuyyur	18	22	GNT	699S2	SO-Amaravathi	5
5	MTM	67F	Avanigadda	17	23	VJA	730	Vijayawada – 3	24
6	MTM	67S	Kaikalur	15	24	VJA	67K	Jaggiahpet	22
7	MTM	STC	Machilipatnam	5	25	VJA	67J	Vijayawada – 4	20
8	GNT	688	Guntur – 1	26	26	VJA	693	Nuzvid	16
9	GNT	687	Tenali	24	27	VJA	67KS1	SO - Nandigama	5
10	GNT	689	Bapatla	20	28	VJA	693S1	SO - Tiruvur	5
11	GNT	67C	Repalle	20	29	VJA	693S2	SO - Gannavaram	5
12	GNT	67G	Gurajala	20	30	VJA	685S1	SO Ibrahimpatnam	5
13	GNT	691	Narasaraopet	19	31	VJA	67JS1	SO - Mogalrajapuram	5
14	GNT	67M	Sattenapalli	18	32	VJA	686s2	SO-Patamata	5
15	GNT	706	Guntur – CAB	17	33	VJA	Micro	Vijayawada	2
16	GNT	67H	Chilakaluripet	17	34	VJA	ATC	Vijayawada	3
17	GNT	67L	Vinukonda	17					
18	GNT	689S1	SO - Ponnur	5	-	-	-	Total:	498

Note: The actual number of Air coolers may vary as per the requirement of the offices and will be intimated to 1 Vendor from time to time and the Vendor have to provide the required Air coolers on the same rates as quoted in the pr bid.

Tenders for supply of Air coolers on hire basis
General Terms and Conditions :

1. Tenders should be filled with neat, legible and correct entries. Indistinct figures should be avoided. The amount/ rates should be filled in figures only. Correction/ Omission/ Overwriting/ Cutting should be dated and initialed. In case the space in the tender document is found insufficient, the Service Provider may attach separate sheets.
2. The LIC of India reserves the right to reject an offer if it is incomplete /not accompanied by necessary documents /if any of the terms and conditions stipulated in this document are not accepted and in case of incorrect and invalid data is submitted.
3. The tenderer also needs to pay a refundable EMD of Rs.34,000/- (Rupees Thirty four Thousand only) in the form of DD drawn in favor of "LIC of India" on any nationalized bank payable at Machilipatnam, without which the Bid will not be considered. The EMD will not carry any interest and it will be refunded to the unsuccessful bidders within 30 days after the finalization of the tender. Firms with MSME Registration are exempt from remitting EMD .The EMD deposited by the successful bidder will be converted into Security Deposit and it will not carry any interest.
4. If the Tenderer withdraws, alters after submission of the tender, the EMD of the tenderer will be forfeited and his tender will be cancelled .
5. The successful tenderer will be required to deposit an amount equal to 3% of the contracted amount by way of a crossed A/c payee demand draft favouring LIC of India, drawn upon any nationalized bank payable at Machilipatnam, towards Security deposit within 10 days of receipt of Work Order . This deposit will be refunded only on successful completion of tender period. The EMD of the successful tenderer will be adjusted to such Security Deposit, allowing the tenderer to deposit the balance amount. EMD will not carry any interest. If the successful tenderer fails to start the work within the specified time, the EMD of such tenderer shall be forfeited without any further notice.
6. If the successful tenderer fails, in course of the period, to comply with the terms and conditions of the Agreement, the AMC will be terminated and the security deposit may be forfeited in full or in part as decided by the Competent Authority i.e. Sr. Divisional Manager, LIC, DO, Machilipatnam.
7. In case Corporation is required to meet any liability in respect of any person(s) engaged by the Service Provider by virtue of their working at the premises of the CORPORATION, it would be open and lawful for CORPORATION to deduct the amount(s) of any such liability from and out of dues payable to the Service Provider.
8. The Service Provider shall only be responsible for all injuries and accidents to persons, engaged / deployed by him.
9. In the event of any loss/damage being occurred to the CORPORATION on account of the negligence of the Service Provider's workers, the Service Provider shall make good the loss sustained by the CORPORATION either by replacement of the material/equipment or payment as compensation.



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10. No advance payment shall be made against the work order. All payments to the Service Provider shall be made by National Electronic Fund Transfer only after Tax Deduction at Source (T.D.S.) as per the provisions of Income Tax Act. The Payment will be made on monthly basis and a certificate to be obtained from the offices stating that the coolers are in working condition throughout the month of the April/May/June 2024 and is to be enclosed along with the bill.

Tenders for supply of Air coolers on hire basis

11. **The service provider should be from Krishna, Guntur, NTR,Elur, Palnad, Bapatla districts Only. He should have his office in any of the above districts.**
12. Any dispute arising out of or relating to this tender shall be deemed to have arisen in Machilipatnam and shall be subject to adjudication of a competent court in Machilipatnam.
13. The bidder has to bring all the material such as extension card etc for the running of Cooler at his cost.
14. The bidder has to bear all the expenses for the installation of Cooler .
15. The Corporation reserves the right to accept any quotation in full or part. This does not necessarily mean that the lowest quotation will be accepted.

DECLARATION

I/We hereby agree to all the Terms & Conditions mentioned above without any condition whatsoever.

I/We also further agree that all the deficiencies will attract penalty and the recovery will be affected without any notice to me/us.

Date:

Place:

Signature

Name & Designation

Signature of the Bidder with Seal



Tenders for supply of Air coolers on hire basis

To
The Sr.Divisional Manager
LIC of India,
Divisional Office,
Machilipatnam

PRICE BID cum TENDER DOCUMENT

Re: Supply of Air Coolers (500 approx) on Hire Basis for a period of 3 months to LIC offices in Machilipatnam division

S.No.	Description	Details
1	Name of the Bidder	
2	PAN No.(Enclose copy of self attested PAN card)	
3	Name of the Proprietor	
4	Contact No. and email ID	
5	Bank Account Details, A/c No. (Enclose cancelled cheque & self attested copy of the Bank pass Book)	
	Name of Bank	
	Branch Address	
	IFSC code	
6	Registration No.(if any) Enclose self attested copy of Certificate of Registration)	
7	GST No.(Enclose self attested copy)	
8	Previous Experience (if any) Enclose copy	
9	Make and Model of the Air cooler	

Tenders for supply of Air coolers on hire basis

Sl. No.	Area/District	Offices(As per the details given page No.5 of the Tender)	Rate per cooler per month(exclusive of GST)
1	Krishna Eluru and NTR districts	Divisional Office Machilipatnam, STC, Machilipatnam, CB-1 Machilipatnam, C.B-2-Machilipatnam, Avanigadda, Vuyyuru, C.B-3 Vijayawada, C.B-4 Vijayawada, Kaikalur, Mogalrajapuram S.O, Patamata S.O, Micro Insurance Vijayawada, ATC in CB-1 Vijayawada, Jaggaiahpet, Ibrahimpatnam S.O, Nandigama S.O, Nuzvid, Tiruvuru S.O & Gannavaram S.O.	Rs.
2	Guntur, Palnad & Bapatla dists	C.B-1 Guntur, CAB Guntur, Tenali, Chilakaluripet, Narasaraopet, Vinukonda, Gurazala, Piduguralla S.O, Macherla S.O, Sattenapalli, Bapatla, Repalle, Ponnur S.O, Mangalagiri S.O & Amaravati S.O.	Rs.

Note : 1) Rate is to be quoted inclusive of all Taxes (except GST), Supply, Installation, Transportation, Commissioning, operation and maintenance etc., including repairs of coolers.) Rate quoted should not have any corrections.

2) Price bid will be evaluated separately for Sl.No.1 & 2 above for arriving at L1 .

I agree to all other terms & conditions and specifications as mentioned in the tender form.

Place :

Date:

Signature of the Vendor with Seal

Note: The Corporation reserves the right to accept any quotation in full or part. This does not necessarily mean that the lowest quotation will be accepted.



PRE CONTRACT INTEGRITY PACT

Annexure F

General: (to be submitted with technical bid on stamp paper of Rs.100 duly signed & witnessed)
This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on.....
day of the month of2021. , 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 (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.

Signature of the Bidder with Seal



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

Signature of the Bidder with Seal



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 Indian Penal Code (IPC) /Prevention of corruption (PC) act. Further, the bidder will not use improperly, for purposes of

Signature of the Bidder with Seal



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.

Signature of the Bidder with Seal



- (ii) **Usually** 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. But due to Government guidelines the EMD/Securitydeposit Is not being collected. In lieu of the bid security, bidder has to submit "Bid security Declaration" accepting that
- If he withdraws or modify his bids during the period of validity etc., he will be suspended for a period of three years.
- (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 the pact in consultation with Central Vigilance commission.

Signature of the Bidder with Seal



Name, address, email of the Monitor(s)

Shri Rajni Kant Mishra, IPS (Retd)

Ex Director General in BSF

B-1801, Amrapalli Sapphire

Sector - 45, NOIDA

(Uttar Pradesh), PIN - 201303

email address : rkm592002@yahoo.co.in & rkmishra84@gmail.com

Mobile No : 97173-28500

- 6.2 The task of 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/Sub contra(S) with confidentiality.
- 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 a 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.

Signature of the Bidder with Seal



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.....

BIDDER

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.)

Signature of the Bidder with Seal