



E & OS Department,
LIC of India
Divisional Office, "Jeevan Prakash Building,
Shrikrishnapeth, Near Duffrin Hospital, Amravati - 444 601.
Tel. No.: 0721-2660489, 2552210.
Email: os.amravati@licindia.com, estate.amravati@licindia.com

Dept: Amt Do/Tender/IT/E3-2019-20

Date: 07.11.2019

Date of Issue of Tender Documents/Forms	07.11.2019 to 21.11.2019
Last Date and time for Submission of Tender Documents/Forms	22.11.2019 up to 3:00 PM
Tender (Technical Bid only) Opening Day and time	22.11.2019 at 3:30 PM

Re: Rate contract for tender of supply of Computer Consumables items 2019-20.

Sealed Tenders are invited for supply of COMPUTER CONSUMABLES under Two Bid System for the items listed in Annexure-B. Please quote your rates for desired items listed in enclosed Price Bid (Annexure II) , hereto as per our terms and conditions given below and submit the same duly filled in and signed with your official seal and send the same in a sealed cover super subscribed as "**Tender for Supply of Computer Consumables to Divisional Office Amravati.** Last Date to reach us is 22.11.2019 up to 3:00 PM.

GENERAL INFORMATION & TERMS AND CONDITIONS

1. The tender forms can be downloaded from our Website: www.licindia.in, Tender Fees of Rs.500/- + GST @ 18% (Total Cost including GST= Rs 590/- Non Refundable) should accompany with tender application in the form of DD favouring LIFE INSURANCE CORPORATION OF INDIA payable at Amravati drawn upon any Nationalized Bank OR the tender form can be purchased in Cash at LIC Divisional Office, "Jeevan Prakash Building., Shrikrishnapeth, Near Dufferin Hospital, Amravati- 444601, during Cash hours. Tender fees will not be refunded under any circumstances.
2. **Earnest Money Deposit of Rs.100000/- (One Lakh Rupees)** is to be deposited by DD favouring LIFE INSURANCE CORPORATION OF INDIA payable at Amravati drawn upon any Nationalized Bank which is refundable without interest for non successful bidders. NSIC / MSME registered firms are exempted from payment of EMD, Security deposit and tender fees. Hence they have to attach a copy of the latest NSIC / MSME registration Certificate for claiming the exemption with tender document.
3. Tenders should be submitted in the form of two bid system viz.
 - (1) Cover-1: Sealed cover super scribed as "**Technical Bid**" in '**Annexure-I**' along with all enclosures mentioned at the end of Annexure A.
 - (2) Cover-2: Sealed cover super scribed as "**Price Bid**" in **Annexure-II**.
 - (3) Cover-3: Sealed cover containing DD/Cash Receipt of Tender Fees of Rs.500 + GST @18% /- and DD of Rs.100000/- towards EMD Super scribed as "**Tender fees and EMD**".

All pages of tender forms will have to be signed as proof of acceptance.

These three individual sealed covers are to be kept in a single big sealed cover super scribed as “Tender for supply of computer consumables to Divisional Office, Amravati. “ Last Date to reach us is 22.11.2019 up to 3:00 PM

4. The successful tenderer has to deposit security Deposit of an amount equal to 10% of the ordered Value within one week from the date of order, by the demand draft / Banker's Cheque / Bank Guarantee favouring LIFE INSURANCE CORPORATION OF INDIA Payable at Amravati drawn upon any Nationalised Bank, which is refundable without interest after the tender period.
5. Tender should be sent so as to reach us this office ON OR BEFORE THE DATE SPECIFIED i.e.22.11.2019 before 3:00 PM. Tenders received after Specified time limits shall not be considered.
- 6. The rates quoted should be inclusive of all taxes, covering basic cost, taxes, freights, transportation excluding GST as applicable for destination etc. Enclose latest dealership or distributorship certificate of the Particular Company or make (THROUGH MAF). The rates quoted will be final and valid for 12 months and may be extended for next 12 months on the same rates and terms and conditions, depends upon the satisfactory services (Supply, quality etc.) Within the extended period only Government duties and taxes if increased by the Government will be payable extra.**
7. Quotations should be either TYPE WRITTEN or must be IN INK and should NOT be with any hedging conditions.
8. 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.
9. All deliveries must be made to our Office at FREE OF COST.
10. After the supply if it is found that the materials supplied are not according to the specifications Accepted, such SUPPLY WILL BE REJECTED AT THE SUPPLIER'S COST and they will have to Supply materials exactly according to the specifications and in the event of non-compliance with Condition, the Corporation will be at liberty to take action as it deems fit.
11. NO CHANGE IN QUALITY i.e. MAKE IN THE TENDER is allowed.
12. Any tender not in compliance with these terms and conditions will be liable for rejection.
- 13. If the bidder fails to comply with the provisions of clause regarding delivery on or before the date mentioned or within such extended time as may be granted by the Corporation in writing or in case it fails to comply with the provisions of OTHER CLAUSES, they shall pay to the Corporation a sum of money equivalent to 1 % of amount of order for SEVEN day's delay after the stipulated period, which shall not in any case exceed 4% of amount of the order (Any exceed above 4 % may attract Blacklisting of the bidder). Such sum to be considered and taken as liquidated damages or sum of money forfeited and due from one party to the other for breach of the stipulations contained in the said Clauses and not as penalty, and the Corporation shall be at liability to deduct such sums from any moneys due to the Vendor under these presents or may otherwise recover the same separately.**
14. No advance payment will be made. Any dispute arising out of or relating to this tender shall be deemed to have arisen in AMRAVATI CITY and shall be under adjudication of court in AMRAVATI. TENDERER MUST ENCLOSE ORIGINAL COPY OF MAF SAME AS GIVE IN FORMAT CERTIFICATE WITH GENERAL INFORMATION FORM (WITHOUT IT TENDER WILL NOT BE CONSIDERED) The last date for receipt of tender is on or before 22.11.2019 up to 3:00 PM. On the top of the envelope please write “TENDER FOR

COMPUTER CONSUMABLE ITEMS". Tender (Technical Bid) will be opened on 22.11.2019 at 3:30 AM. The tenders received after the due date and time will not be considered. **The applicant should not have been black listed/debarred by LIC or any PSU or any Government Departments.**

15. Material should be supplied in original packing of the manufacturer along with necessary warranty/guarantee certificate for a minimum period of 1 year from the date of supply to be submitted along with supply. Defective material or not meeting the specifications should be replaced free of cost at our site.
16. The tenderer or his authorized representative duly authorized by a letter of authority may be present at the time of opening the tender.
17. After preliminary scrutiny of Technical Bids, verification of credentials, the Price bids of only those bidders whose Technical Bids are found eligible will be opened at a later date. The successful tenderer will be required to deposit an amount to 10 % of the ordered value by way of a crossed A/c Payee demand draft favouring LIC of India, drawn upon any nationalized bank payable at Amravati, towards security deposit. This deposit will be refunded only on successful completion of the tender period. No interest will be payable on this security deposit..
18. The applicant should not have been blacklisted / debarred by LIC, any PSU or any Government Department.
19. The forms i.e. Annexure I (Technical Bid) & Annexure II (Price Bid) would be used as it is without any changes.
20. Every bidder will be required to execute and submit an integrity Pact as given in Annexure B.
21. Total quantity required may vary up to 25%.

DIVISIONAL MANAGER (I/C)

Tender should be sent to the following address:

**The Manager (E&OS)
LIC of India, Division Office
"Jeevan Prakash Building"
Shrikrishnapeth, Near Dufferin Hospital,
Amravati - 444601**

TENDER E3 /2019 -20 (Computer Consumables)
Annexure - I Technical Sheet for Computer / HW/ Printer Consumables

Sr. No.	Name of Item/Model No.	Make /OEM	Specification/ PART No.	Approximate. Quantity required (+ -) 25%	Whether Complied Yes/No
1	DMP Ribbons	TVS 136 Col	100006-022	8000	
2	Laser Printer Toner	Cannon	Cart 925	100	
3	Laser Printer Toner	Samsung ML-1866/1043	ML-1866/XLP	250	
4	Line Printer Ribbons	Printronix P-7010	PSA3-P7010 3000Lines)	250	
5	Line Printer Ribbons	6805 (L-9)		400	
6	Line Printer Ribbons	Printronix P-7000	179499-001	100	
7	MFP (HP)	HP OFFICE JET-PRO 3620	HP-960XL	200	
8	MFP (HP)	HP OFFICE JET-PRO 6960	Hp-905XL	200	
9	DMP Ribbons	EPSON LQ-1310	EPSON LQ-1310	5000	
10	Laser Printer Toner	Samsung	Samsung-2161	80	
11	Printer Head	WepHQ1070+	WepHQ1070+	20	
12	Printer Head	Epson LQ1310	Epson LQ1310	20	
13	Printer Head	TVS MSP- 355/24 Wire	New Type	50	
14	Toner Cartridge	RICOH SP - 200	Make SP- RICOH 212 NW	100	

Signature and Seal of the Bidder.

TENDER E3 /2019 – 20 (Computer Consumables)
Annexure - II Commercial Bid for Computer Consumables

FINANCIAL BID

Sr. No.	Name of Item / Model No.	OEM / Make	Specification/ PART No.	Approximate. Quantity required (+ -) 25%	NET Rate per piece (Including of all charges & excluding GST)
1	DMP Ribbons	TVS 136 Col	100006-022	8000	
2	Laser Printer Toner	Cannon	Cart 925	100	
3	Laser Printer Toner	Samsung ML-1866/1043	ML-1866/XLP	250	
4	Line Printer Ribbons	Printronix P-7010	PSA3-P7010 3000Lines)	250	
5	Line Printer Ribbons	6805 (L-9)		400	
6	Line Printer Ribbons	Printronix P-7000	179499-001	100	
7	MFP (HP)	HP OFFICE JET-PRO 3620	HP-960XL	200	
8	MFP (HP)	HP OFFICE JET-PRO 6960	Hp-905XL	200	
9	DMP Ribbons	EPSON LQ-1310	EPSON LQ-1310	5000	
10	Laser Printer Toner	Samsung	Samsung-2161	80	
11	Printer Head	WepHQ1070+	WepHQ1070+	20	
12	Printer Head	Epson LQ1310	Epson LQ1310	20	
13	Printer Head	TVS MSP- 355/24 Wire	New Type	50	
14	Toner Cartridge	RICOH SP - 200	Make SP- RICOH 212 NW	100	

Note: NET RATE is inclusive of Transportation charges and other expenses but exclusive of GST. L-1 will be decided on the basis of NET RATE i.e. excluding GST.

We accept the above specifications & assure to supply the same.

Signature and Seal of the Bidder.

ANNEXURE III

Ref: TENDER E3/2019 – 20 (Computer Consumables)

Undertaking

We hereby confirm that we have not been black-listed by LIC or any PSU/BFSI organization/Government/Semi-Govt/Quasi Govt. Departments in India, as on date of submission of bid in response to the above tender.

Dated at _____ this _____ day of _____ 2019

Authorised Signatory:

Signature

Name:

Designation:

Name & Address of the Company:

Seal of the Company

Phone No:

E-mail ID:

ANNEXURE IV

Ref: TENDER E3 /2019 – 20 (Computer Consumables)

Top 5 customers for orders executed during 2018-19 / 2019-20

Sr. No	Name of organization	Name of the item	Quantum of order	Date on which the PO supply is completed	Name and contact details of client/s (for the purpose of reference)			
					Name of official	Land line No.	Mobile No.	Email id
1.								
2.								
3.								
4.								
5.								

Please attach attested copies of Purchase Orders executed or Certificate from customer.

DATE:

SIGNATURE

SEAL OF THE COMPANY

- To be submitted on Company's letter head duly signed by the authorized signatory of Company.

ANNEXURE V

Ref: TENDER E3/2019 – 20 (Computer Consumables)

MANUFACTURER'S AUTHORIATION FORM (MAF)

To,
LIC of India,
Divisional Office
Jeevan Prakash Building
Near Dufferine Hospital, Shrikrishna Peth,
Amravati – 444601

Dear Sir,

Reg: LIC's TENDER /2019 – 20 (Computer Consumables)

We, M/s. _____ who are established and reputed Manufacturers of _____ having factories/Depot as _____ and _____ do hereby Authorize M/s _____ (Name, address, phone number and Mail ID of bidder) to offer their quotation and contract with you against the above invitation for the Bid, as one of our Authorized Dealers.

We, hereby, extend our full guarantee and comprehensive warranty as per terms and conditions of the tender for our products offered against this invitation for Bid by the above firm.

Dated at _____ this _____ day of _____ 2019

Authorized Signatory

Signature:

Name:

Designation:

Name & Address of the company:

Phone No:

E-mail ID:

Seal of the Company

- To be submitted on Company (OEM)'s letter head duly signed by the Authorized signatory of Company.

ANNEXURE – A

1. ELIGIBILITY CONDITION:

- The Bidder should not have been Black-listed with LIC or any of the PSUs / BFSI / Government / Semi-Government /Quasi Government departments in India, as on date of submission of bid. An undertaking as per Annexure III is to be submitted and signed by the Authorized Signatory of the respective bidder.
- Bidder should submit in the bid, details of its top 5 customers in the format as per Annexure IV. Documentary evidence like certificate from customers or copies of Purchase Orders etc, have to be submitted, duly attested by the authorized signatory.

2. MANUFACTURER'S AUTHORIZATION FORM:

Manufacturer's Authorisation Form (MAF) from OEM specifying that the dealer has been authorized to supply consumables of printers, Original MAF as per Annexure V duly signed and stamped, should be submitted on OEM's letter head. The MAF should be signed by the Authorized Signatory of the OEM.

The MAF should contain the following details:

- LIC's Tender Reference No. & Date
- Dealer Name
- Contact details of Dealer
 - i) Landline number
 - ii) Mobile number
 - iii) Email id

LIC will be at liberty to refer any OEM to confirm the authenticity of the MAF. In case LIC does not receive the necessary confirmation from the OEM regarding the authenticity of the MAF, the **BID WILL BE REJECTED**. The MAF should be valid till the validity period of the tender under reference unless revoked by the OEM. The MAF should be submitted as per Annexure V along with Technical Bid.

3. AUTHORISED SIGNATORY:

The Authorised signatory for all Annexure will be the signatory approved by the Company and a letter of the Company/Power of Attorney to this effect has to be attached along with the Technical bid.

4. EARNEST MONEY DEPOSIT (EMD):

The Vendor should submit to LIC, along with the Bid, a Demand Draft towards EMD as given on Page no.1 of the Tender letter.

- EMD will be refunded to the L1 Vendor only after execution of first Purchase Order. No interest will be paid on the EMD.
- The EMD of those Vendors who do not qualify for the supply of consumables, will be refunded to them without interest after the procedure for selection of vendor for supply of consumables is over and purchase order is accepted by the selected L1 vendor.
- The EMD submitted by the vendor may be forfeited if :
 - a) The vendor backs out of the bidding process after submitting the bids to LIC
 - b) The vendor qualifies in the bid as L1 and backs out of any of the quotes given by him.
 - c) The Technical or commercial bid format is found to be different from what is supplied by LIC.

In the above matter of forfeiture of EMD, decision of LIC will be final.

5. SUBMISSION OF BID:

Vendors have to give compliance for technical details for the consumables of the OEM which they are quoting. Technical details of consumables are available in Annexure-I. The Technical and Price Bid format should be as per Annexure I & II respectively.

6. CRITERIA FOR SELECTION OF OEM-WISE L1 VENDOR

- a) Vendor has to quote for consumables of all the models listed in Annexure-I (Technical Annexure) of an OEM for which he is authorized to quote and has submitted the MAF. If the vendor fails to quote for all consumables of an OEM listed in Annexure-I, where MAF has been submitted, his bid will be rejected
- b) Conditional tenders will be rejected.
- c) The quotes should be submitted in the format as per Annexure-II (Price Annexure)
- d) The Vendor who becomes over all L1 vendors, for consumables of all the models of an OEM will be declared as the L1 vendor for supply of consumable of that OEM's products. Rates quoted by the L1 vendor will become the approved rates for the consumables of that OEM.

7. SECURITY DEPOSIT:

A security deposit of an Amount (equal to 10% of the estimated value of the projected quantity specified in Annexure II i.e. purchases that will be made in a year) will have to be submitted by the L1 Vendor, once the L1 vendor is declared and **SECURITY DEPOSIT AMOUNT** should be kept for the period of **one year** from the date of submission or till the validity period of the Bid whichever is later. The security deposit amount may be forfeited if the vendor backs-out of his obligations as per this Bid.

8. VALIDITY OF BID:

The rates quoted will be valid up to one year from the date of first purchase order. **LIC reserves the right to extend (max 6 months)/reduce the validity period** or cancel the Bid and call for fresh quotes if it so decides.

9. PRICING:

The selected vendor should not, under any circumstances, request for an increase in the prices once such prices are approved by LIC. **The commercial offer shall be made in Indian currency and shall be inclusive of all taxes including GST .No price variation relating to increases in, customs duty, excise duty will be permitted during the validity period of the tender.**

10. PLACING OF ORDERS:

- i. LIC of India, Amravati Division will place purchase order for consumables. The Vendor should point out any discrepancy/deficiency in the Purchase order within three working days of the receipt of Purchase Order by email. Subject to this, the date on which the required information/correction in the Purchase order is intimated to the Vendor through mail would be deemed to be the date of acceptance of the Purchase order for the purpose of calculating the delivery period and penalty.
- ii. The Quantity mentioned in Annexure II is for arriving of the L1 Vendor. Actual quantity may increase or decrease and Purchase orders may be issued by LIC in a staggered manner, at any time during validity period of the Bid.
- iii. LIC will have the right to decide quantity of consumables under each category under each Purchase Order.

11. DELIVERY TERMS AND CONDITIONS

- i. Delivery should be made for the entire ordered quantity. **However in case of urgency, delivery can also be made in piecemeal.**
- ii. Delivery should be made within **seven days** from the date of receipt of PO.

iii Penalty will be imposed for the delayed delivery @ 1% OF AMOUNT OF ORDER PO value for Seven days delay after the stipulated time period of delivery subject to maximum penalty of 4%. (Any exceed above 4 % may attract Blacklisting of the bidder).

iv. **Consumables not delivered beyond 75 days will be dealt with as follows:** The order Placed may be cancelled and communicated in writing to the Vendor, whenever such decision for Cancellation of order is taken by LIC. For such cancelled orders, penalty clause as mentioned in (iii) above will be applicable.

- Deductions of penalty will be made from any amounts payable to the vendor.
- Any other amounts that may become recoverable from the Vendor will be recovered from the **security deposit**.
- Recovery of further amounts over and above the Security deposit shall be subject to adjudication.

v. In case of cancellation of orders due to delay in deliveries, besides the penalty charged, the vendor may be blacklisted by LIC & may not be allowed to participate in any Bids in future for a period to be decided by LIC.

12. ACCEPTANCE TEST ON DELIVERY:

At the discretion of LIC of India, OEM may be asked to conduct a quality check for the stock at any one or more of LIC's offices. Any adverse report by the OEM for the quality check may lead to the following actions:

- a) The Vendor shall have to replace the entire consignment as per the committed specifications and/or
- b) The Security deposit may be forfeited to make good the loss or damage and/or
- c) The vendor may be blacklisted by LIC.

13. PAYMENT TERMS:

Payments will be made by the Office within 15 days from the date of delivery or submission of invoice cum delivery Challan. The documentation will be considered as complete, if the Vendor has submitted Invoice duly printed on their letter head and Delivery Challan signed by LIC's official with date and stamp acknowledging receipt.

14. WARRANTY CLAUSE:

- i. If any manufacturing defect is reported within 15 days after delivery of consumables, it should be replaced without any extra cost to LIC.
- ii. The Products which are supplied to LIC should have a minimum one-year residual shelf life.
- iii. Warranty clause does not apply to consumption of ribbons/cartridges/ink-banks due to Usage.

15. Annexure I -- Technical details (Bid)

16. Annexure II -- Price details (Bid)

17. Annexure III -- Non-black listing

18. Annexure IV -- Details of POs executed

19. Annexure V -- MAF.

20. Annexure -A -Terms and conditions.

21. Annexure- B- Pre Contract Integrity Pact

We herewith enclose DD for Rs ----- bearing no -----dated----- drawn on -----
----- Bank towards EMD.

DECLARATION

We hereby declare that we will abide to the clauses and conditions laid in the above Annexure "A" for supply of Computer consumables to LIC of India. We also agree that conditional tenders are liable for rejection.

DATE:

SIGNATURE & SEAL OF THE COMPANY

Ph.No

E mail ID:

Annexure B

PRE CONTRACT INTEGRITY PACT

General:

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on..... day of the month of2019. , 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. (hereinafter called the "BUYER" which expression shall mean and include, unless the context otherwise requires, his successors in office assigns) of the First part. And M/srepresented by Shri..... .(Hereinafter called the "BIDDER /SELLER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second part.

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

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

NOW, THEREFORE,

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

Enabling the BUYER to obtain the desired said stores/equipment/item at a competition price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

Commitments of the BUYER

1.1The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting on implementation process related to the contract.

1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any

such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

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

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

Commitments of BIDDERS

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

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

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

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

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

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

- 3.6** The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries, including officials of the BUYER or their family members, if any, in connection with the contract and the details of services agreed upon for such payments.
- 3.7** The Bidder will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
- 3.8** The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9** The BIDDER/Contractor will not commit any offence under the relevant India Penal Code (IPC) /Provision of corruption (PC) act. Further, the bidder will not use improperly, for purposes of competition or personal gain, pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10** The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11** The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12** If the Bidder or any of the key personnel of the bidder, actively involved in the project is a relative of any of the actively involved personnel of the Buyer, the same should be disclosed.
The term 'relative' for this purpose would be as defined in section 2(77) of the Companies Act, 2013.
- 3.13** The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee or the BUYER.
- 3.14** The Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- 4. Previous Transgression**
- 4.1** The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify; BIDDER's exclusion from the tender process.
- 4.2** The BIDDER agrees that if it makes an incorrect statement on this subject, or committed a transgression through a violation of any of the clauses of the commitments of bidder, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.
- 5. Sanctions for Violations:**

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

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

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

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

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

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

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

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

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

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

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

6. Fall Clause:

6.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems/items or subsystems having same scope of work, payment terms and all other applicable terms and conditions, at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage of Bidding process that similar product/systems or sub systems/items was supplied by the BIDDER to any other Ministry/Department of the Government of India or PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the

present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

7. Independent Monitors:

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

Name address of the Monitor(s):

*

*

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

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

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

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

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

The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, LIC and recues himself / herself from that case.

7.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings. **7.8** The Monitor will submit a written report to the **Chairman, LIC** within 8 to 10 weeks from the date of reference or intimation to him by the BUYER /BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

7.9 If the Monitor has reported to the Chairman, LIC, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman LIC has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

8. Facilitation of Investigation:

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

9. Law and Place of Jurisdiction:

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

10. Other Legal Actions:

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

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

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

11 Validity:

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

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

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

BUYER
of the Officer:
Deptt./

BIDDER Name
CEO: Designation

Witness
1.....
2.....

1.....
2.....