The Topder submitted to Tender druit committee for approval.



Office Services Department, 2<sup>nd</sup> Floor, Jeevan ১।।।
Prakash Bldg., Subanpura, Vadodara 390 023.
कार्यालय सेवा विभाग, द्वितीय तल, जीवन प्रकाश,
सुबनपुरा, वडोदरा 390 023

Ref.: OS/09/2023-24/IT Consumables

17.10.2023

# TENDER NOTICE

LIC of India, Vadodara Divisional Office, Vadodara invites sealed tenders in two bids for  $\bf Rate$   $\bf Contract$  for supply of  $\bf IT$  / $\bf Computer$   $\bf Consumables$ .

For complete details and tender documents please contact the O.S. Department, 2<sup>nd</sup> floor at the below address from 17.10.2023 to 01.11.2023 between 10.00 am to 04.00 pm on week days excluding Saturday, Sunday and holidays or log on to <a href="www.licindia.in">www.licindia.in</a> and click on "Tenders" and then click on the link "Tender for Rate Contract for supply of IT / Computer Consumables - Vadodara DO for the period from 01.11.2023 to 31.10.2024."

Pre-bid meeting will be held on 19/10/2023 at 15.30 hrs. at O.S. deptts., 2<sup>nd</sup> floor, 'Jeevan Prakash' Divisional office, Near Samta police Chowky, Subhanpura, Vadodara.

Any further information such as correction/addition/deletion in terms and conditions regarding this tender will be published at our website only. These amendments shall be binding to all the vendors/ Bidders.

LIC of India reserves the right to accept or reject any or all offers 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 bid documents is 16.30 hours on 01/11/2023, Wednesday.

Date: 17.10.2023

Sr./ Divisional Manager (In-Charge)

Place: Vadodara





Ref.: OS/09/2023-24/IT Consumables

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Re: Tender Notice for Rate Contract for Supply of IT/ Computer Consumables from 01.11.2023 to 31.10.2024.

Life Insurance Corporation of India, Divisional Office, Vadodara, GUJARAT - 390023, intends to invite sealed tenders for RATE CONTRACT FOR SUPPLY OF I.T. / COMPUTER CONSUMABLES from reputed firms / suppliers, under two-bid system (Technical bid and Financial Bid).

The tender consists of 26 pages i.e. page no.1 to 3 Tender notice, 4 & 5 instructions to bidders, 6 & 7 Annexure A, page 8 Annexure B, Page 9 Annexure C, Page 10 Annexure D, 11 Annexure E- Eligibility criteria & other conditions-, 12 to 15 Annxure-F, Page 16 — Annexure G, Page 17 & 18 Annexure H-Financial Bid and page 19 to 26 Integrity Pact.

The Prospective bidders may download the tender document from our website www.licindia.in and go to the Link "Tenders" and then click on the link "Tender FOR RATE CONTRACT FOR SUPPLY OF I.T. / COMPUTER CONSUMABLES - Vadodara D.O. In case there is any change in the schedule, or any further information or correction/addition/deletion in terms and conditions if any, regarding this tender the same will be published on our web site only.

The tender forms can be obtained from 17/10/2023 to 01/11/2023 between 10.00 am to 04.00 pm on week days. (excluding Holidays, Saturday and Sunday) on payment of Tender fee (Non Refundable) of Rs. 590/- (Rupees Five hundred ninety only) /- (Tender fee Rs. 500.00 plus GST Rs. 90.00 Total Rs. 590/-) in cash at the cash counter of Vadodara DO proper or DD drawn on any nationalized/Scheduled Bank in favour of Life Insurance Corporation of India payable at Vadodara at the below address. A receipt showing miscellaneous receipt will be issued through the cash department, and the same is to be enclosed with technical bid of tender. For the tender forms downloaded from website <a href="https://www.licindia.in">www.licindia.in</a>, DD / Bankers Cheque for Rs 590/- (Tender fee Rs. 500.00 plus GST Rs. 90.00 Total Rs. 590/- )(non-refundable) payable at Vadodara to be enclosed along with Technical Bid for the Tender Fee.

The tender application must be accompanied by EMD (Earnest Money Deposit) of Rs. 50,000/-(Fifty Thousand only) by DD/Banker's Cheque in favour of LIC of India (CHEQUES NOT ACCEPTABLE) payable at Vadodara or can be paid in cash at our Vadodara divisional office cash counter in Account Code no. 111135 and a copy of receipt should be enclosed with Technical Bid. The EMD will not carry any interest and, it will be refunded to the unsuccessful bidders after completion of Tender process .For successful bidders the EMD will be converted into performance Security deposit.

The last date of submission of filled in tenders is 01.11.2023 up to 16:30 hours at our office "O.S. Department" LIC of India, Vadodara Divisional Office, 2<sup>NU</sup> FLOOR, "JEEVAN PRAKASH", NEAR SAMIA POLICE STATION, SUBHANPURA, VADODARA-390023.

Technical Bid of Tender will be opened on **02.11.2023 at 11.30** A.M. at (venue) address as mentioned above. Bidders or their representatives may be present at the time of opening of technical bid. <u>VALIDITY</u> OF BIDS SHALL BE FOR 90 DAYS FROM THE DATE OF OPENING OF TECHNICAL BIDS.



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NSIC / MSME registered firms who are exempted from payment of Tender fees/EMD, should attach a copy of the latest NSIC / MSME Registration certificate for claiming exemption along with the tender documents. If NSIC/ MSME Certificate is under renewal, then copy of application for renewal should be attached for consideration of the firm as exempted. In absence of any such document, Bidder shall be considered as not registered under NSIC / MSME and Tender Fees and EMD should be deposited by the firm. 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.

The Sr. Divisional Manager, Divisional Office, Vadodara reserves the right to accept or reject any or all offers in full /part without assigning any reasons whatsoever.

Sr. Divisional Manager



Ref .: 05/09/2023-24/IT Consumables

17.10.2023

#### **INSTRUCTIONS TO BIDDERS**

Re: Tender Notice for Rate Contract for Supply of IT/ Computer Consumables from 01.11.2023 to 31.10.2024.

The sealed tender is invited for RATE CONTRACT under two bid systems for supply of I.T. /Computer Consumables as per enclosed Annexure - A, B, C, D, E, F, G & H.

The Bidders are advised to follow the following instructions -

As two bid systems are to be followed, three envelopes duly sealed should be used for submission of tender as detailed below: -

Envelope No. 1 Super Scribed as "Technical Bid" for TENDER FOR RATE CONTRACT FOR SUPPLY OF I.T. / COMPUTER CONSUMABLES - Vadodara DO should contain :-

- (i) Tender fee Rs. 500/- + GST Rs. 90/-(Total-Rs. 590/- non refundable) Receipt. Tender fee is required to be deposited through Demand Draft / Banker's Cheque in favour of LIC of India payable at Vadodara or can be paid in cash at our Vadodara divisional office cash counter in Account Code no. 114018 and a copy of miscellaneous receipt should be enclosed.
- (ii) **EMD** (Earnest Money Deposit) of Rs. 50,000/-(Fifty Thousand only) by DD/Banker's Cheque in favour of LIC of India (CHEQUES NOT ACCEPTABLE) payable at Vadodara or can be paid in cash at our Vadodara divisional office cash counter in Account Code no. 111135 and a copy of receipt should be enclosed.
- (ii)Technical Bid In addition to Tender fees receipt/ Bank DD/ Exemption certificate etc. and EMD Receipt/Bank DD, the envelope NO 1 will contain all the pages (Except Annexure H Financial Bid Page number 17 & 18) of tender documents (total 24) and other supporting documents. All the pages of tender documents and supporting documents must be signed and seal by the authorized signatory on each page. The envelope should be sealed properly. Tender without an EMD and tender fee would be rejected.

Envelope No. 2 Super Scribed as "FINANCIAL BID FOR TENDER FOR RATE CONTRACT FOR SUPPLY OF I.T. / COMPUTER CONSUMABLES – Vadodara DO" should contain:-

(13) Financial Bid in Annexure H (Consisting of 2 pages, page 17 & 18) both pages duly signed by authorized signatory with office seal on each page and the envelope should be sealed properly.

Envelope No. 3 Should contain both, the Envelope No. 1 and 2, is to be put into this envelope. The envelope should be sealed properly and shall be submitted by addressing to "The Chairman Stores Purchase Committee, LIC of India, Vadodara Divisional Office, 2<sup>ND</sup> FLOOR, "JEEVAN PRAKASH" NEAR SAMTA POLICE STATION, SUBHANPURA, VADODARA-390023 and should be super scribed as "TENDER FOR RATE CONTRACT FOR SUPPLY OF IT/ COMPUTER CONSUMABLES – Vadodara DO. Sender's name and address should be specifically mentioned on this envelope.



Ref.: OS/09/2023-24/IT Consumables

17.10.2023

Re: Tender Notice for Rate Contract for Supply of IT/ Computer Consumables from 01.11.2023 to 31.10.2024.

Tender completed in all respect is to be either dropped in person in the Specified Tender Box, can be sent by post or can be hand delivered to "Administrative Officer", O.S. Department, Life Insurance Corporation of India, Vadodara Divisional Office, 2<sup>nd</sup> FLOOR, JEEVAN PRAKASH" NEAR SAMTA POLICE STATION, SUBHANPURA, VADODARA-390023. Tender received late/ not in properly sealed cover/ conditionally / not conforming to the prescribed conditions / not completed in all respect will be rejected. No excuse will be accepted for any kind of delay.

#### Sr. Divisional Manager

I / We have read the instructions appended to the Performa and I / We understand that if any false information is detected at a later date, any future contract made between ourselves and Corporation, on the basis of the information given by me / us can be treated as invalid by the Corporation and I / We will be solely responsible for the consequences.

I / We agree that the decision of the Corporation in selection of Service providers will be final and binding on me  $\!\!\!/$  us.

All the information furnished by me hereunder is correct to the best of my/our knowledge and belief.

I / We agree that I / We have no objection if enquiries are made about the work performance with clients mentioned at Sr.No. 13 of Annexure A.

With reference to the above, we have examined and understood the Tender including all parts forming the tender i.e. Notice, Annexure / instructions to bidders, terms and conditions, Integrity Pact etc.

We confirm that the offer is in conformity with the terms and conditions as mentioned in the tender. We understand that the Corporation is not bound to accept the offer either in part or in full and that the Corporation has right to reject the offer in full or in part without assigning any reasons whatsoever.

I / We						req	ues	t Lif	fe I	nsu	rai	nce
Corporation	ofIndia,	Vadodara	Divisional	Office,	2 <sup>nd</sup>	FLOOR,	"	Jeevan	Prakas	sh	"	os
Department,	Near Sam	nta Police St	tation, VAD	ODARA-3	9002	23, to cor	nsid	ler my /	our bid	*		

I/We agree to abide by all the ELIGIBILITY CRITETRIA AND TERMS AND CONDITIONS mentioned in the tender and assure to render the services to the fullest satisfaction of LIC of India

Signature of bidder with seal of the Firm/Company.



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Re: Tender Notice for Rate Contract for Supply of IT/ Computer Consumables from 01.11.2023 to 31.10.2024.

#### Annexure A

It is mandatory for the bidder to fill all the columns of the Application Form (Annexure-A). If any Point in the Application Form does not pertain to the bidder, it should be filled as **Not Applicable**. Applications incomplete in any respect or not supported by the requisite documents are liable to be rejected.

The bidder must enclose the self attested photocopies of all the certificates / documents

mentioned in various Points of the Application Form (Annexure-A).

Sr. No.	Information sought	Information Provided
1.	Name of the Firm (In Block Letters)	
2.	Date of Establishment/ Incorporation)	
	Towns of Decisions (A. D. 1997)	
2	Type of Business (As per Registration with GST)	
3.	Correspondence Address	
	Telephone No	
	Mobile no	
	Mail ID	
4.	Address of the Head Office (if different)	
	Telephone No	
	Mobile no	
5.	Mail ID	
٥.	0. 0.1 7. /-	
	Status of the Firm ( Proprietary / Partnership / Private	
	Ltd Co/ Public Ltd Company)	
6.	( Please enclose self attested copy)	
0.	Name of the Proprietors / Partners / Directors	
	Telephone No/Mobile No.	
	Mail ID	
	TYTAII ID	

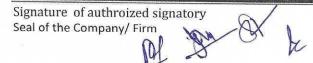
Signature of authroized signatory
Seal of the Company/ Firm

Page 6



	Name of Chief Executive/ Representative with	2	
	designation who would be calling on us and attending		
	to our jobs		
7.	(Please attach copy of letter signed by authorized		
	signatory)		
	Telephone No Mobile no		
	Mobile no		
	Mail ID		
8.	Bank details		
	Type of Account : Current/Saving		
	Account no:		THE CONTRACTOR OF THE CONTRACT
	IFSC Code no:		
R	( Please enclose copy of cancelled cheque)		
9.	PAN No. of the firm		
PENSE.	(Please enclose self attested copy)		
10.	Whether Firm is GST Compliant		
	Please give G.S.T. Number / Registration No.		
	(Please attach photo copy)		
11.	State the amount of Income tax assessed for the last		
	three financial years ( Please enclose photo copies of		
	IT Returns for last three financial years)	Financial year	Income
		2022-2023	
		2021-2022	
		2020-2021	
12.	Financial Turnover for three years		2
		Financial year	Annual Turnover
		2022-2023	
		2021-2022	
		2020-2021	
13.	Details of IT consumable items supplied to any office		
	of LIC of India and /or prestigious P.S.Us.,		
20	(Please fill Annexure-B).		
	(Please attach copies of letter /work orders and give		
	full detail and name and telephone no. of person		
	who may be contacted for information)		
14.	Is the firm owned by SC / ST entrepreneurs, if so		
	please enclose the copy		
15.	Have you ever been blacklisted by LIC of India or any		
	PSU/Govt./Semi Govt. /Quasi Govt. Departments in		
	India as on date of submission of bid?		

Note: 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 duly authenticating the same with seal and signature and attach it to the form.





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Re: Tender Notice for Rate Contract for Supply of IT/ Computer Consumables from 01.11.2023 to 31.10.2024.

#### Annexure B

<u>Details of Existing Clients: (top 5 clients/customers)</u> (Separate page must be submitted for each Client)

Details
25

Details of material supplied in last 3 years i.e. 2022-2023, 2021-2022, 2020-2021 (Ref.No, Date of Work Order with photo copy of same. Please attach attested copies of Purchase Orders executed or certificate from customer)

SIGNATURE OF BIDDER/AUTHORISED SIGNATORY

NAME / DESIGNATION:

**SEAL OF THE FIRM / COMPANY:** 

Date .....



Ref.: OS/09/2023-24/IT Consumables

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# ANNEXURE - C

# 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 or by manufacturer of IT / Computer consumables as on date of submission of bid in response to the above tender.

SIGNATURE OF BIDDER/AUTHORISED SIGNATORY

NAME / DESIGNATION:

SEAL OF THE FIRM / COMPANY:

Date ............

Signature of authroized signatory Seal of the Company/ Firm

K



Ref.: OS/09/2023-24/IT Consumables

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Re: Tender Notice for Rate Contract for Supply of IT/ Computer Consumables from 01.11.2023 to 31.10.2024.

# ANNEXURE - D

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

# **MANUFACTURER'S AUTHORIZATION FORM (MAF)**

L.I.C. of India, Vadodara Divisional Office Vadodara

Dear Sir,

Re: 11	ENDER FOR RATE	CONTRACT	FOR SUPPLY	OF I.T./COMPUTE	R CONSUMABLES

We, M/s manufacturers	of	having	who a factories	re establi /	shed and reputed Depot at and do hereby
authorize M/s		W.			and do nereby
(Name and address	of bidder)				
to offer their quota one of our Authoriz	ation and conclude t zed Dealers.	he contract with y	ou against the ab	ove invita	tion for the Bid, as
We, hereby, extender for our proc	d our full guarantee a lucts offered against	and comprehensiv	e warranty as per Bid by the above f	terms and	d conditions of the
Dated at	this	day of		2023	

Authorized Signatory

Signature:

Name:

**Designation:** 

Email id & Mobile no:

Name & Address of the company:

Seal of Company

(MAF SHOULD CONTAINS ALL DETAILS AS PER ANNEXURE – D FORMAT INCLUDING CONTACT DEAILS & MAIL ID )





Ref.: OS/09/2023-24/IT Consumables

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Re: Tender Notice for Rate Contract for Supply of IT/ Computer Consumables from 01.11.2023 to 31.10.2024.

#### ANNEXURE - E

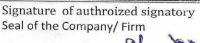
# **ELIGIBILITY CRITERIA & OTHER CONDITIONS**

- 1. The firm/ supplier should be having the experience of supplying of I.T./COMPUTER consumables as mentioned in Annexure-H for at least 3 years.
- The firm/ supplier should be on the approved panel and / or supplier of at least 3 reputed firms.(copy of proof must be enclosed)
- 3. Minimum annual turnover of the company should preferably be Rs. 20 lakhs or above during last three financial years and experience of preferably having executed an order of one PSU/ Govt./ Reputed Pvt. Firm/ Company worth Rs 2 lakhs and above for any one of the last 3 financial years. (Copies of proof-Purchase Order/ Bills etc. must be enclosed for evidence)
- 4. The company should have a valid PAN Card no. issued by Income tax department. (Copy of proof must be enclosed)
- 5. The vendors/suppliers who have been black listed/removed earlier by any office of LIC need not apply.
- 6. The Successful bidder shall have to provide performance security deposit @10% of the order value, if the total order value (including previous orders) exceeds Rs. One Lakh. The total value of the order will be calculated at the time of placing the order (value of all previous orders will also be clubbed for the purpose of deciding performance security deposit). The balance performance security deposit after adjustment of EMD amount should be deposited within 7 days of receipt of communication from the office either in form of demand draft/bankers cheque (CHEQUES WILL NOT BE ACCEPTED) or in the form of Bank Guarantee of Nationalized Bank only & should be valid upto the term of rate contract. The Bank Guarantee will be released after the term of rate contract is over and if no issues are pending. The performance security deposit amount will be refunded without interest once the term of rate contract is over. In case the bidder fails to deposit performance security deposit the amount shall be deducted from the payments due to the vendor, if any.
- 7. The firm should be authorized dealer for supply of I.T. consumables of that company for which rates are being quoted like WIPRO, LIPI, HP, Samsung, Xerox, Printronix, Epson, Canon etc. The firm/company is required to submit original MANUFACTURER'S AUTHORIZATION FORM (MAF) on Company (OEM)'s letter head duly signed by the Authorized signatory of Company as per Annexure D for supply of IT consumables.
- 8. The firm should be GST compliant. (Copy of proof must be enclosed)

#### Declaration:

I/ We have read the instructions appended to the form and I/ We understand that if any false information is revealed at a later date, any contract made between ourselves and the corporation, on the basis of the information given by me/ us shall be treated as invalid at the sole discretion of the Corporation and I/ We will be solely responsible for the consequences and shall make good all loses caused to LIC of India in the process. I/ We agree that the decision of the corporation in selection of tender will be final and binding on me/us. All the information furnished by me hereunder is correct to the best of my/our knowledge and belief. We have no objection if inspection of my/our premises/workshop, shop, etc is done by the official of the corporation including inspection of the quality of any or all items of the tender. We agree with all terms and conditions of the tender.

Name	& Designation .		
Place		Date :	







Ref.: OS/09/2023-24/IT Consumables

17.10.2023

Re: Tender Notice for Rate Contract for Supply of IT/ Computer Consumables from 01.11.2023 to 31.10.2024.

### ANNEXURE - F

# Terms and conditions of the Tender

- 1. The tender in the prescribed format (Hard Copy only) should be either personally dropped in the tender box located at chamber of Manager (OS), LIC of India, Vadodara DO or should reach us by COURIER or by POST, on or before the last date i.e. 16:30 hours on 26.10.2023. No corrections are to be made in the terms quoted. Tender received late/ not in properly sealed cover/ conditionally / not conforming to the prescribed conditions / not completed in all respect will be rejected. No excuse will be accepted for any kind of delay.
- 2. VALIDITY OF BIDS SHALL BE FOR 90 DAYS FROM THE DATE OF OPENING OF TECHNICAL BIDS.
- 3. The firm should be authorized dealer for supply of IT consumables of that company for which rates are being quoted like WIPRO, LIPI, HP, Samsung, Xerox, Printronix, Epson, Canon etc. The firm/company is required to submit original MANUFACTURER'S AUTHORIZATION FORM (MAF) on Company (OEM)'s letter head duly signed by the Authorized signatory of Company as per Annexure D for supply of IT/Computer consumables.
- 4. The rates quoted in the Financial Bid (Annexure H) shall be on F.O.R. Basis (EXCLUDING G.S.T) inclusive of all other charges packing, delivery, transportation and loading/unloading charges, G.S.T. rate will be as applicable from time to time. QUOTE YOUR G.S.T. NUMBER IN TENDER FORM WITHOUT FAIL. The supplier has to ensure the delivery of material in good condition, duly packed at corporation store.
- 5. ITEMWISE L1 WILL BE DECIDED FOR ALL ITEMS OF TENDER SCHEDULE.
- 6. If rate quoted by one or more vendors for any items of Annexure H, happens to be same, then all such vendors will be declared as L1 for that particular item and proportionate orders will be placed, if any. Performance Security Deposit as per formula mentioned in point no. 9, is to be deposited by both/ all such L1 vendors for that item/s.
- 7. Please note that each computer peripherals and the cartridges will be checked for its genuineness, and if found defective / damaged, the same is to be replaced free of cost by the vendor. Quantity may be ordered on piecemeal basis, as and when required.
- 8. The rates shall be valid up to 31.10.2024 and may also be extended for one more year on Mutual consent of both the parties.
- 9. The Successful bidder shall have to provide performance security deposit @10% of the order value, if the total order value (including previous orders) exceeds Rs. One Lakh. The total value of the order will be calculated at the time of placing the order (value of all previous orders will also be clubbed for the purpose of deciding performance security deposit). The balance performance security deposit after adjustment of EMD amount should be deposited within 7 days of receipt of communication from the office either in form of demand Draft/bankers cheque (CHEQUES WILL NOT BE ACCEPTED) or in the form of Bank Guarantee of Nationalized Bank only & should be valid up to the term of rate contract. The Bank Guarantee will be released after the term of rate contract is over. The performance security deposit amount will be refunded without interest once the term of rate contract is over and

no issue are pending. In case the bidder fails to deposit performance security deposit the amount shall be deducted from the payments due to the vendor, if any.

Signature of authroized signatory
Seal of the Company/ Firm

pe



# Ref.: OS/09/2023-24/IT Consumables

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- 10. 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. Mere submission of the application for tender does not confer the right of selection.
- 11. After engaging the services of the firms, if it is found that the services are not rendered to the satisfaction of the Corporation, the services may be terminated at the sole discretion of Corporation and Corporation shall have the right to engage the services of any of other firms as it may deem fit. In this course if any financial loss/damage to reputation of corporation is caused, the firms shall be legally bound to make good the same in monetary term to be decided by LIC.
- 12. The selection on tender would be without any liabilities from our side.
- 13. Life Insurance Corporation of India reserves its right to reject, accept or cancel the process of tender Selection without assigning any reason thereof for which Life Insurance Corporation of India shall be neither liable nor obligatory to inform the applicant the grounds of any such action. Further Corporation reserves the right to call for additional information/ any information mentioned in the tender (except that in Annexure H: Financial Bid) at any stage from the vendors for the successful processing of the tender / rate contract.
- 14. Any tender not complying wholly with these terms and conditions shall be liable for rejection.
- 15. The quality, quantity and punctuality in rendering services are the essence of the contract and the vendor undertakes to abide by them at all times.
- 16. In the event of any loss/damage being caused to LIC on account of the negligence of the vendor or its employees, the vendor shall make good the loss sustained by LIC either by replacement of the material/equipment or by way of payment of compensation to the tune of the cost of those goods/material/equipment's etc.
- 17. The vendor shall not appoint any sub-vendor to carry out any obligations under the contract.
- 18. The vendor shall give the services during the period of contract as per the LIC's requirements.
- 19. If the vendor commits breach of any of the terms and conditions hereof and/or fail to carry out any instructions issued to him by the LIC from time to time, it shall be open and lawfull for the LIC to terminate this agreement forthwith without assigning any reason and can get the work done by any person(s) or through any other agency or vendor at the risk and cost of the vendor and the vendor shall have no right to make any representation in this regard.
- 20. In the event of any dispute or difference arising out of operation of this agreement, the same shall be referred to the sole arbitration and the sole arbitrator will be appointed by the Sr. DIVISIONAL MANAGER, LIC, Vadodara Division whose decision shall be final and binding on both the parties. The venue of arbitration shall be at Vadodara. The provisions of the Arbitration and Conciliation Act, 1996 shall apply to the arbitration.
- 21. The employees/agents of the Supplier shall never be considered to enjoy any right to enter the premises of LIC by virtue of this agreement or otherwise at any time except with the prior permission of the LIC.
- 22. In the event of failure of the vendor to provide the services or part thereof, as mentioned in this agreement for any reasons whatsoever, the LIC shall be entitled to procure services from other sources and the contractor shall be liable to pay forthwith to the LIC, the difference of payments made to such other sources along with other incidental charges of any nature whatsoever incurred by the LIC.
- 23. It is clearly understood by the Supplier that the persons employed by the Supplier for providing services as mentioned herein, shall be the employees of the Supplier and not of "The LIC". The Supplier shall be liable to make payments to its said employees.
- 24. If vendor commits breach of any covenant or any clause of this agreement, the LIC may send a written notice to the vendor to rectify such breach within the time limit specified in such notice. In the event the vendor fails to rectify such breach within the stipulated time, the agreement shall forthwith stand terminated and the vendor shall be liable to the LIC for losses or damages on account of such breach.

Signature of authroized signatory
Seal of the Company/ Firm

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#### Ref.: OS/09/2023-24/IT Consumables

17.10.2023

- 25. This agreement may be terminated forthwith if either party becomes insolvent, ceases its operations, dissolves, files for bankruptcy or bankruptcy protection, appoints receivers, or enters into an arrangement for the benefit of creditors, the other party shall have the right to immediately terminate this agreement.
- 26. Any obligations under this agreement either expressly or by their nature are to continue after termination or expiration of this agreement shall survive and remain in effect.
- 27. The contract shall be valid up to 31.10.2024 and can be extended for further one year on mutual understanding of both the parties with same rates and terms and conditions.
- 28. Tax will be deducted from the payment as per the Income Tax Rules applicable from time to time.
- 29. No Advance payment shall be made for purchasing items.
- 30. Supply of the items should be within 25 days, of receipt of Purchase Order by email/ hardcopy or telephonic communication.
- 31. Work order may be placed in parts depending upon the requirements during the year. The material will be delivered at Stationery Department, Vidhya Chambers, 2<sup>nd</sup> Floor, Near Jairatna Building, Opp. Reliance Petrol Pump, R.V.Desai Road, Vadodara or at any other place at Vadodara, that may be specified by the Corporation if so needed within the stipulated period as decided at the time of placing order but not more than 25 days from the date of receipt of purchase order, by email / hard copy or telephonic communication, failing which the following penalty clause will be applicable for delayed period, beyond 25 days.

#### **PENALTY CLAUSE:**

Sr. No.	Delay Period (No. of days beyond 25 days from the date of receipt of purchase order by email/ hardcopy/ telephone)	% of Gross Contracted Value
1.	Upto 7 days	1%
2.	From 08 days to 15 days	2 %
3.	From 16 days to 30 days	8 %
4.	From 31 days to 45 days	15 %

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

- 32. If any, material supplied falls below the contractual specifications with regard to the quantity and quality, corporation reserves the right to impose any other penalty which include cancellation of service, termination of contract or blacklisting of the firm etc. as deemed fit by our competent authority. Further the corporation will then be free to procure services from an alternate source. The difference in rate of services so procured will then be recovered from the defaulting vendor. Under such a scenario, at the discretion of the Sr. Divisional Manager, the firm may even be blacklisted with forfeiture of the performance security deposit.
- 33. In case of any deviation from the specification in Supply of IT Consumables, the order shall be liable for rejection at the sole discretion of competent authority.

Signature of authroized signatory
Seal of the Company/ Firm

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- 34. If defects of any kind or deviation from specification etc are detected and reported to supplier then suitable replacement is to be made or defect to be removed by supplier free of charge unless additional job is assigned which was not expected of him at the time of placing the orders. The quantity of orders may be increased or decreased at corporation's discretion.
- 35. If any variation in specification of I.T./Computer consumables is observed on receipt of consignment, the entire lot may be rejected besides imposition of penalty as stated in above paragraphs at the discretion of competent authority (based on the merits of case to case).
- 36. No extra Terms and Conditions of the vendor will be accepted. If any vendor gives his own Terms and Conditions his tender will be rejected without informing him.
- 37. Tender notice is also available at our official website: <a href="www.licindia.in">www.licindia.in</a>. Overwriting/white-inking of any figure in the quotation unless duly authenticated by the Bidder is liable to be rejected at the discretion of LIC.
- 38. Work order may be placed in parts depending upon the requirements during the contract period. Quantity of items required during the period mentioned is approximate however Corporation reserves the right to increase / decrease the quantity required according to future need or any changes if required and this will be acceptable to successful bidders.
- 39. PACKING SPECIFICATION: The items delivered should be unhampered, with proper markings and seal, as provided by the company itself. The item should also bear proper product details viz: part no. product name and other statutory specifications like bar code, date and place of manufacture etc. Items supplied should be strictly as per the prescribed specifications in Annexure H and the computer consumable(s) supplied should be maximum 6 months older (from the date of manufacture) to the date of supply of item at our office.
- 40. The Corporation reserves the right to accept or cancel tender/bids of any/ of the agencies at their absolute discretion without assigning any reason thereof. Applications received with incomplete information or alteration not authenticated with proper seal and signature will not be considered.
- 41. Tenders should be filled with neat, legible and correct entries. Indistinct figures should be avoided. The amount/ rates should be filled in figures as well as words. Correction/ Omission/ Overwriting/ Cutting should be dated and initialed. If there is difference in words and figures, the rates written in words shall be taken for calculation.
- 42. All pages of Integrity Pact (Pages no. 19 to 26) are a part of tender document and the bidder has to put his signature and seal on each page of the Integrity Pact along with the tender document. After finalization of the contract, all the itemwise L1 bidder/s will have to execute the Integrity Pact on non judicial stamp paper of Rs. 300, without which the contract shall not be considered valid.

We agree with all terms and conditions of the tender.



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Re: Tender for Rate Contract for supply of IT / Computer Consumables from 01.11.2023 to 31.10.2024.

# ANNEXURE -- G

The Chairperson,
Stores Purchase Committee
LIC of India, Divisional Office,
2<sup>nd</sup>Floor, "Jeevan Prakash"
Subhanpura,
Vadodara [GUJARAT] - 390023.

Respected Madam,	
We, the undersigned, being partners hereby declare that we have authoriz whose name and Specimen signature	s/owner/Proprietors/Director of the firm
Name	Specimen signature

to sign all the documents in connection with this tender relating to LICI, Vadodara Divisional Office Rate Contract for <a href="supply of IT/Computer Consumables">supply of IT/Computer Consumables</a> for office from 01.11.2023 TO 31.10.2024 along with technical bid, financial bid and any all other Tender documents resulting from it on our behalf, which is to be required to be submitted by us during the whole process of the Tender.

Signature of All the Partners /Owners/Proprietors/Directors of the firms:

Sl.No.	Name of the Partner/Owner/Proprietor/Director	Signature	Date
		2	

We all abide by the terms and conditions of the Tender.

Signature of authorized signatory Seal of the Company / Firm



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### ANNEXURE - H

# FINANCIAL BID (PAGE 1)

Re: Tender for Rate Contract for supply of IT / Computer Consumables from 01.11.2023 to 31.10.2024.

Sr. No.	TYPE OF PRINTER	NAME OF PRINTER	CARTRIDGE/ MAKE	ESTIMATED QUANTITY	RATE PER PIECE/ BOX (Rs.) In figures Excluding G.S.T	RATE PER PIECE/BOX (Rs.) In words Excluding G.S.T
1.	DOT MATRIX	136 COLUMN TVSE MSP 355 WITHBLACK INK	TVSE	4000		
2.	PRINTER	ESPON-LQ-1310	EPSON	4000		
3.	LINE PRINTER –	PRINTONIX P7 – 1000 BAR CODE FOR LINE PRINTER (ONE BOX CONTAINING 6 NOS. (QUOTE RATE PER BOX)	WEP PRINTONIX	30 BOXES		
4.	SPOOL/FLAT	PRINTONIX P 7010	WEP PRINTONIX	150		:
5.		LIPI 6805 P/N: 255661-104	LIPI (TALLY GENICOM)	130		
6.	PRINTER HEAD	TVSE MSP 355 MODEL WITH SCREW	TVSE	20		
7.	HEAD	EPSON LQ 1310	EPSON	20		
08.	MULTI FUNCTIONAL	HP OFFICE JET – 6830	HP 934 XL BLACK	25		
09.	PRINTERS	HP OFFICE JET PRO 8026	HP 915 XL BLACK	100		
10.		EPSON M-200	EPSON INK BOTTLE	10		

Signature of authorized signatory Seal of the Company / Firm



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# FINANCIAL BID (PAGE 2)

Sr. No.	TYPE OF PRINTER	NAME OF PRINTER	CARTRIDGE/ MAKE	ESTIMATED QUANTITY	RATE PER PIECE/BOX (Rs.) In figures Excluding G.S.T	RATE PER PIECE/BOX (Rs.) In words Excluding G.S.T
11.	LASER	MONO LASER PRINTER RICHO SP 212 NW CARTRIDGE SP 200 SERIES	RICHO	100		
12.	PRINTER	EPSON-M1170	EPSON-INK BOTTLE	20		
13.		EPSON-M1100	EPSON-INK BOTTLE	350		
14.		SAMSUNG ML-2161	SAMSUNG	40		

The rates quoted above in Annexure -H are for Original Equipment Manufacture product only.

Signature of authorized signatory Seal of the Company / Firm

Signature of authroized signatory
Seal of the Company/ Firm

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# PRE CONTRACT INTEGRITY PACT

### **General:**

inis pre-bid pr	e-contract Agreement	(nereinatter	called the	Integrity	Pact) is	made
on day of the	ne month of	2023, betw	een, on one	e hand, the	Life Ins	urance
Corporation of India (here	einafter referred to as "	LIC") a statutor	y Corporatio	n establishe	d under	section
3 of Life Insurance Corpor	ration Act 1956 (XXXI of	1956) and hav	ing its corpor	ate office a	t "Yogaks	hema"
Jeevan Bima Marg Mumb	oai 400021. (Hereinafte	r called the "Bl	JYER" which	expression	shall me	an and
include, unless the contex	kt otherwise requires, h	is successors in	office assign	s) of the Fir	st part A	nd M/s
		represented	d by Shri			
.(Hereinafter called the "I	BIDDER /SELLER/SERVIC	E PROVIDER" w	hich express	ion shall me	an and in	nclude,
unless the context otherw	vise requires, his succes	sors and permit	cted assigns)	of the Secor	nd part.	
220-22						

WHEREAS the BUYER proposes to procure IT /Computer Consumables 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:-



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#### 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:-

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.

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// Firm



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- 3.1 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 disfavour to any person in relation to the contract of any other contract with the Government.
- **3.2** 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.
- **3.3** BIDDERs shall disclose the payments to be made by them to their agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.4 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.
- **3.5** 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.
- 3.6 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.

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



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- 3.7 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.
- **3.8** The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- **3.9** The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.10 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.
- **3.11** 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.
- **3.12** 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.

Signature of authroized signatory
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# 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.



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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 Address - rkm592002@yahoo.co.in & rkmishra84@gmail.com Mobil No. (+91) 97173-28500

2) Shri Arun Chandra Verma (Retd.) Flat No. C -1204, C Tower, Amrapali , Platinum Complex Sector -119, Noida (U.P)

E-mail-acverma1@gmail.com Mobile No. (+91) 8130386387

- 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.

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- **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 Chairperson, LICI 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 Chairperson ,LIC, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairperson LICI 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.

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red signatory Firm



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#### 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	ċ
On		

Seal and Signature of Bidder

(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)

Seal of the Company/Firm