



AGRICULTURE INSURANCE COMPANY OF INDIA LTD.

EXPRESSION OF INTEREST (EOI)
FOR
EMPANELMENT OF PRINTING AGENCIES



AGRICULTURE INSURANCE COMPANY OF INDIA LIMITED

Regional Office: Unit no. 403, 4th Floor, NBCC Square Rajarhat,
Action Area III, New Town, Kolkata – 700135
Email:- ro.kolkata@aicofindia.com



CRITICAL INFORMATION

S. No.	Event	Particulars/ Date & Time
1	EOI Fee	Non-refundable EOI fee of Rs. 500/-
2	EMD	Rs. 20,000 (EMD of the unsuccessful applicants shall be released after the process of empanelment is finalized)
3	Issuance of EOI on AIC website and on CPPP	13.06.2022
4	Last date for seeking clarifications (through Email only)	20.06.2022
5	Last Date for submission of Proposal	05.07.2022
7	Opening of Proposals	06.07.2022
8	Date for announcing Shortlisted Printers for Empanelment	06.07.2022

Note:

1. AIC reserves the right to change dates without assigning any reasons thereof. Intimation of the same shall be notified on AIC's website. No individual communication will be sent to the bidders. Hence, bidders are advised to visit our website regularly for updates.
2. If a holiday is declared on the dates mentioned above, the bids shall be received/ opened on the next working day at the same time specified above and at the same venue, unless communicated otherwise

Contact details of AIC officials for any clarifications related to this EOI:

1. Name: Sh. Santu Das Designation: Regional Manager Email:santud@aicoindia.com Mobile: 9804077401



1. INTRODUCTION

AIC Kolkata Regional Office intends to empanel printing agencies for undertaking a wide range of printing works as per Scope of Work mentioned in this EOI. The purpose of this EOI is to short list and empanel the printing agencies based on specific parameters. It is planned to create panel of High Quality Printers who can execute the printing jobs on tight schedules as and when required.

Interested printing agencies who are able to comply with the requirements may submit the application duly filled in and supplemented with all relevant documents to us for further processing as per laid down procedures. Applications not complete in any respect are liable to be rejected summarily. The EOI document can be downloaded from our website www.aicofindia.com and Central Public Procurement Portal (eprocure.gov.in)

The Information provided by the Applicants in response to this Expression of Interest (EOI) will be the property of AIC and will not be returned. AIC reserves the right to amend, cancel, rescind, or reissue this EOI and all amendments will be advised to the Applicants and such amendments will be binding upon them. AIC reserves its right to accept or reject any of or all responses to this EOI without assigning any reason whatsoever.

Duly completed application along with Annexures and other required documents is to be submitted in sealed envelope at the following address.

**Regional Manager,
Agriculture Insurance Company of India Limited,
Kolkata RO: Unit no. 403, 4th Floor, NBCC Square Rajarhat, Action Area III, New Town,
Kolkata – 700135 Email:- ro.kolkata@aicofindia.com**

2. SCOPE OF WORK

The Scope of Work of the Empaneled printing agencies shall include, the printing and supply/distribution of Publicity Materials i.e. leaflets, posters, brochures, banners, booklets, standee, stickers, starflex, vinyl printing, AIC branding in T shirts, caps, pens etc. at destined address(es) across the state. Apart from these other printing jobs such as inland letters, visiting cards, letter heads, File Covers, Envelopes etc. may also be assigned as per requirement.

3. ELIGIBILITY CRITERIA

The minimum eligibility criteria are stipulated below. An Agency not meeting any of the following criteria would be summarily rejected and would not be considered for further evaluation:

- 3.1 The Agency should be a firm/company/body registered or incorporated in India. It shall be a Government Organization/Public Sector Unit/Partnership Firm/Limited Liability Partnership (LLP)/Private Limited Company/ Public Limited Company/autonomous body/NGO only.
- 3.2 The Agency must have its own in-house state-of-the-art facilities for colour printing (digital and offset) and all other auxiliary facilities and should be in operation in Corporation limits of Kolkata, Howrah, North 24 Parganas, South 24 Parganas and Hooghly Districts since last 3 years from the date of issuance of this EOI.
- 3.3 The Agency shall have annual average turnover of minimum Rs. 15 Lakhs for last 3 financial years i.e FY 2021-22, 2020-21 and 2019-20.



- 3.4 The Agency should have satisfactorily completed at least one printing order as per Scope of Work mentioned above of not less than Rs. 5 lakh (Excluding Tax) value in previous 03 years i.e. FY 2021-22, 2020-21 and 2019-20.
- 3.5 The Agency should have earned net profit during any 2 out of last 3 years i.e. FY 2021-22, 2020-21 and 2019-20. Copy of audited balance sheet of corresponding years needs to be submitted.
- 3.6 The Agency should not have been blacklisted/ debarred by any Central/ state government/ public sector undertaking/ Banks, their services not terminated by AIC due to deficiency in service in last three years and not involved in any litigation with any entity including AIC that may affect or compromise the delivery of service required. A self-declaration for the same needs to be submitted in company letterhead, mentioning the following:

“ I/we(The Agency)....., hereby declare that, I/We(The Agency)..... have not been blacklisted/ debarred by any Central/ state government/ public sector undertaking/ Banks, or my/ our services have not been terminated by AIC due to deficiency in service in last three years and is/was not involved in any litigation with any entity including AIC that may affect or compromise the delivery of service required.”

Relaxations for Startups: For Startups with DPIIT Certificate of Recognition, following relaxations are given in the eligibility criteria:

- The Agency should be in operation in Corporation limits of Kolkata, Howrah, North 24 Paraganas, South 24 Paraganas and Hooghly Districts since last 2 years from the date of issuance of this EOI.
- The Agency should have annual average turnover of minimum Rs. 10 Lakhs for last 2 financial years i.e FY 2021-22 and 2020-21.
- The Agency should have satisfactorily completed at least one printing order as per Scope of Work mentioned above of not less than Rs. 3 lakh (Excluding Tax) value in previous 02 years.
- The Agency should have earned net profit during any of the last 2 years i.e. FY 2021-22 and 2020-21.

The Agency must provide the necessary supporting documents/declaration to warrant the aforesaid facts. The Agency must further ensure that documents/information furnished is correct and genuine, and in case any documents/information or a part thereof is found false/incorrect, its proposal may be rejected forthwith. Further, in case the Agency is empaneled for the Printing assignment and subsequently any documents/information or a part thereof is found false/incorrect, its empanelment as Printing Agency may be discontinued and any work order issued may be terminated immediately without prejudice to the right of the Company to take such other action(s) as it may deem fit.

4. PROCEDURE FOR EMPANELMENT

- 4.1 An Evaluation committee headed by Regional Manager shall oversee the EOI process and declare the Empaneled Printing agencies as per the EOI process.
- 4.2 EOI Submission - Interested Agencies may submit their Proposals as per the terms of this EOI document within the given timeline.
- 4.3 Eligibility Evaluation - All Proposals received as per prima-facie validity shall be scrutinized for eligibility as per the criteria set out in this document. Any Proposal not meeting even a single eligibility criterion shall be summarily rejected.
- 4.4 Agencies are not required to submit any Financial Bids along with this EOI.
- 4.5 All the eligible agencies would be empaneled as per terms of this EOI document.

5. EOI CONTENTS



Envelope No.	Contents	Remarks
1	Eligibility Bid – Annexure 1, 2 & 3 (integrity pact) along with all required documents.	Sealed cover marked “ Eligibility Bid ”
2	Demand Draft/Cheque/online payment (NEFT/RTGS) of Rs. 500/- favouring “Agriculture Insurance Company of India Limited” payable at Kolkata, being one-time, non-refundable EOI Fee	Open cover marked “ EOI Fee ”
3	EMD of Rs. 20,000/- (Twenty thousand only) through NEFT/RTGS* in below mentioned bank account OR Bank Guarantee from a Nationalized / Scheduled Bank valid for 180 days.	Open cover marked “ EMD ” mentioning UTR no. and date OR Bank Guarantee

- 5.1 All the above envelopes must be submitted in one sealed super-cover marked “**AIC – Empanelment of Printers – 2022**”.
- 5.2 EMD of Rs. 20,000/- (Twenty Thousand only) to be remitted electronically through NEFT/RTGS or through Bank Guarantee from a Nationalized / Scheduled Bank valid for the entire period of empanelment and shall be forfeited in the event the bidder withdraws or amends his bid within the period of validity (but after last date of submission of bids) or fails to execute the contract. For EMD remitted electronically through NEFT/RTGS, UTR details shall be mentioned in the envelope.
- 5.3 EMD of the unsuccessful applicants shall be released on or before 30th day after the process of empanelment is finalized.
- 5.4 EMD of successful applicants will be retained by the company as Performance Security valid throughout the term of empanelment with AIC and up to 60 days beyond the term of empanelment with AIC.
- 5.5 *AIC Bank account details for EMD:

A/c Name	AIC of India Expenses of Management Control Account
A/c No.	00501200021641
Bank	Axis Bank Ltd.
IFSC	UTIB0000005

- 5.6 Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) and Startups with DPIIT Certificate of Recognition for Startups are exempted for EMD and EOI Fee. **The Certificate for registration/recognition shall be attached in the corresponding envelope while submitting the Proposal failing which the proposal shall not be considered.**

The sealed Proposal shall be addressed to

Regional Manager
Agriculture Insurance Company of India Limited
Unit no. 403, 4th Floor, NBCC Square
Rajarhat, Action Area III, New Town,
Kolkata - 700135Email:
ro.kolkata@aicofindia.com

- 5.7 The Proposal must reach to us LATEST by **01:00 PM on 05.07.2022**. AIC SHALL NOT BE LIABLE for Proposals lost in transit or submitted late. As such, all late bids shall not be considered.



5.8 Any Proposal submitted without ALL the above required documents and annexures shall be rejected summarily. All Annexures should be duly signed by the Authorized Signatory.

Agencies are liable to be disqualified if, at any stage of evaluation or after the empanelment, it is found that the Agency's declaration with regard to any of the set Eligibility Criteria as indicated and the other data, if any, given in response to this EOI is incorrect.

6. DURATION OF EMPANELMENT

The Panel shall ordinarily remain valid for a period of 3 years, extendable by another 1 year at the discretion of a committee headed by Regional Manager, Kolkata. However, the committee reserves the right and discretion to cancel the entire Panel at any time without assigning any reason.

Furthermore, AIC may conduct periodical reviews; and reserves the right and discretion to terminate the empanelment of any Agency at any time without assigning any reason; and thereafter carry on with the remaining Agencies on the Panel.

7. AMENDMENT TO THE EOI DOCUMENT

- 7.1 At any time prior to the date of submission of Proposals, AIC, for any reason, may modify the EOI Document, by amendment.
- 7.2 The amendment will be posted on AIC's website www.aicofindia.com and CPPP (<https://eprocure.gov.in/cppp/>).
- 7.3 All Agencies must ensure that such clarifications have been considered by them before submitting the Proposal. AIC will not have any responsibility in case some omission is done by any Agency.
- 7.4 In order to allow prospective Agencies reasonable time in which to take the amendment into account in preparing their Proposals, AIC, at its discretion, may extend the deadline for the submission of Proposals.

8. PENALTY PROVISION

The Empaneled Agencies will be required to serve AIC for services as per terms mentioned in EOI/Empanelment Letter/ Work Order in conformity with the Scope of Work. Any avoidance/denial of any service will be treated as serious failure based on which, without prejudice to any other right or remedy available to AIC under law or contract, penalty up to 10% of the work order (which is denied/avoided by the Agency) shall be levied and may be deducted from the dues to the agency and/or Performance Security as liquidated damages (in which case revised Performance Security shall be submitted by the Agency). Further, a penalty @ 0.5 % per day of the value of the work order shall be levied on the selected empaneled agency to whom the work order has been issued if the agency fails to provide services as per the timelines specified in the work order. Additionally, upon any further avoidance/denial of the work or delay in providing the services, AIC reserves the right to terminate the empanelment and work order and the performance security shall be forfeited.

9. DISCLAIMER

The EOI document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed upon, between the AIC and the Empaneled Agency. AIC does not warrant any quantum of work to the empaneled agencies for any activities mentioned in the scope of work of this EOI.

10. INFLUENCING THE EVALUATION OF PROPOSALS & EMPANELMENT



No applicant shall attempt to influence AIC on any matter related to the proposal for Empanelment. Any attempt to influence AIC in the evaluation of proposals and Empanelment of Agencies shall result in summary rejection of the proposal(s) of such Agency(ies).

11. ACCEPTANCE OF SELECTION PROCESS

Each Recipient / Respondent having responded to this EOI acknowledges to have read, understood and accepts the selection & evaluation process mentioned in this EOI document. The Recipient / Respondent ceases to have any option to object against any of these processes at any stage subsequent to submission of its responses to this EOI

12. WORK ALLOCATION AMONG EMPANELED AGENCIES

- 12.1 The allocation of any work shall be done by inviting financial quotations from the empaneled agencies. Quotations shall be invited by AIC by issuing a letter/document mentioning Scope of Work and other terms & conditions. The empaneled agencies will be allowed 07 days for submitting the financial bid strictly in the format provided by AIC. However, in case all the empaneled agencies have submitted the bids before 07 days, the same will be opened immediately on receipt. Upon the expiry of the stipulated period for submitting the bids, the Agency quoting lowest (L-1) rate shall be awarded the Work. In case lowest (L-1) bidder is not in the position to supply items as per requirements of AIC, the L-2 bidder shall be awarded the Work at L-1 rates. In case of tie, the quantity may be distributed among L-1 Bidders.
- 12.2 AIC also reserves the right and discretion to get any printing work done by any Agency whatsoever (even outside the panel).

13. PAYMENT TERMS

- 13.1 The empaneled Agency shall not be paid any advance for any activity.
- 13.2 Payment shall be made upon completion of any printing work and within 15 days of approval of invoice along with required documents to the satisfaction of AIC.

14. CONDITIONAL BID

Any conditional bid or counter offer shall be liable for rejection. The bidder shall accept the bid in entirety and in the event any terms is not accepted, or the bid is submitted with any conditions, such bid shall be liable for rejection.

15. TERMINATION

AIC shall, in addition to other remedial/coercive steps to be taken as provided in the conditions of EOI or under law, be entitled to cancel the empanelment on any Agency or entire panel if the empaneled Agency:

- 15.1 Makes default in proceeding with the works with due diligence and continues to do so even after a notice in writing from AIC, then on the expiry of the period as specified in the notice.
- 15.2 Commits default/breach in complying with any of the terms and conditions of the EOI and/or the issued work order and does not remedy it or fails to take effective steps for the remedy to the satisfaction of AIC.
- 15.3 Become insolvent or has initiated the process of insolvency.

It is clarified that the approved bills up to the effective date of termination will be paid as per the EOI payment terms.



The Empaneled Agency can terminate the work order if AIC fails to abide by the payments terms as mentioned in the EOI provided the empaneled Agency shall give a notice of 15 days for rectification of the same.

16. INDEMNIFICATION:

- 16.1 The empaneled Agency shall indemnify and keep indemnified AIC from and against any and all claims, direct losses, injuries, liabilities, reasonable costs and expenses, direct damages, actions or proceedings which may be made or taken against the AIC by any person arising out of any breach, action or inaction of the Empaneled Agency under this EOI.
- 16.2 The empaneled Agency is to also ensure the compliance of laws including labour laws as applicable and the empaneled Agency will indemnify AIC for any liability arising out of such violation / breach of any provision of laws.

17. LIMITATION OF LIABILITY

Unless otherwise stated in this EOI, neither Party shall, in any event, regardless of the form of claim, be liable for any indirect, special, punitive, exemplary, speculative or consequential damages.

- 17.1 Subject to the above and unless otherwise stated in this EOI, the maximum aggregate liability of the empaneled Agency shall be, regardless of the form of claim, shall be the total contract value.
- 17.2 Notwithstanding anything mentioned in this EOI document, the Breach of indemnity clause including any third-party liability due to loss of life and violation of Intellectual Property Rights (IPR) other laws for the time being in force shall be excluded from purview of limitation of liability.

18. GENERAL TERMS AND CONDITIONS

- 18.1 In the case of dispute arising upon or in relation to or in connection with this EOI between AIC and the empaneled agency, which has not been settled amicably, any party in dispute can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to a sole arbitrator to be appointed mutually by the parties to the dispute. Arbitration proceedings shall be held in Kolkata, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English. The expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.
- 18.2 The empaneled agency shall comply with all applicable union, state and local laws, ordinances, regulations and codes in performing its obligations hereunder. If at any time during the term of the empanelment, agency is in violation of any law, ordinance, regulation, or code, AIC shall be entitled to de-panel the agency with immediate effect.
- 18.3 The original information, the methodology adopted, original data, derived data including outcome of the EOI, the originals of any reports and documents or materials prepared or information produced as a result of the services under this EOI and all intellectual property rights therein, unless otherwise specifically stated, shall be and shall remain exclusive property of AIC. **The bidders shall not unauthorizably copy, distribute, share, use etc any of the IPR data of the company during execution of the work.**
- 18.4 No separate contract shall be signed. The terms of this EOI document along with empanelment letter and work order shall be scrupulously followed and will determine the rights and obligations of respective parties.
- 18.5 Except with the prior written consent of AIC, the Bidder and the Personnel shall not at any time communicate to any person or entity any information acquired in the course of the Services, nor shall the Bidder and its Personnel make public any information/ document shared in the course of, or as a result of, the Services.





Annexure-1

COVER CUM UNDERTAKING LETTER
(ON BIDDER'S LETTER HEAD)

To,

Date:

Regional Manager
Agriculture Insurance Company of India Limited
Unit no. 403, 4th Floor, NBCC Square
Rajarhat, Action Area III, New Town
Kolkata, West Bengal, PIN: 700135

Dear Sir,
Sub: Empanelment of Printing Agencies

Having examined the EOI document including all annexure the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the services as mentioned in EOI document in conformity with the said EOI document.

We understand that the EOI document provides generic specifications about all the items and it has not been prepared by keeping in view any specific bidder. We have ensured ourselves about the eligibility criteria before submitting the tender.

We have read, understood and accepted the terms/ conditions/ rules mentioned in the EOI document.

We undertake that in competing for and if the award is made to us, in executing the Work, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We are not blacklisted in last 3 years by any Government/ Ministry/Department/PSU nor debarred from dealing with any company/ public department.

Our services are not terminated by AIC pursuant to our deficiency in service in last three years and we are not involved in any litigation with any entity including AIC that may affect or compromise the delivery of service required.

I/we further certify that I am /we are competent officer in my company to make this declaration that our bid and its terms & conditions is binding on us and persons claiming through us and that you are not bound to accept a bid you receive.

We understand that the whole empanelment exercise may be scrapped by AIC without assigning any reason and it is acceptable to us.

We certify that we have provided all the information requested by AIC in the format requested for. We also understand that AIC has the exclusive right to reject this offer in case AIC is of the opinion that the required information is not provided or is provided in a different format. It is also confirmed that the information submitted is true to our knowledge and AIC reserves the right to reject the offer if anything is found incorrect.

Place:

Date:

Seal and signature of the bidder



ELIGIBILITY BID FOR EMPANELMENT OF PRINTERS

SNO	PARTICULARS	DETAILS
1.	Name of the Agency	
2.	Office Address	
3.	Status of the Agency (Whether a firm/company/body registered or incorporated in India. A Government Organization/Public Sector Unit/Partnership Firm/Limited Liability Partnership (LLP)/Private Limited Company/ Public Limited Company/autonomous body/NGO	
4.	Name of the Authorized Person who will be responsible for bid submission and will be a single point of Contact.	
5.	E Mail Address and website address, if any:	
6.	Landline Number: Mobile Number: Secondary Mobile Number:	
7.	GSTIN	
8.	PAN	
9.	No. of year(s) in operation	
10.	Detail of printing assignments handled	
11.	Details of employees along with their designations	
12.	Annual Average turnover for past 03 years. (2021-22, 2020-21, 2019-20)	

Documents to be Mandatorily submitted in support of the technical bid:

- i) Copy of Registration of firm/establishment/company.
- ii) Copies of turnover certificate (with audited balance sheet) for the last 3 Years (2021-22, 2020-21, 2019-20) along with CA certificate showing the profit/loss during the period. In case of unavailability of audited figures for FY 2021-22, CA certified provisional figures may be provided.
- iii) Copy of the PAN of the agency.
- iv) Copy of Registration of the Firm and the Copy of GSTIN.
- v) Copy of documentary proof (Work orders and completion certificates) mentioning the details of similar work executed by Bidder.
- vi) Authorization letter to sign and submit the Bid.
- vii) Proof of operation in Corporation limits of Kolkata, Howrah, North 24 Paraganas, South 24 Paraganas and Hooghly Districts since last 3 years from the date of issuance of this EOI – 3 year old Electricity bill or water bill or any other evidence.
- viii) Proof of owning in-house state-of-the-art facilities for colour printing (digital / offset) and all other auxiliary facilities like cutting machine, binding machine etc.
- ix) certificate for MSME and Startups (if applicable) to be enclosed.

(Signature and seal of the authorized signature)

Date:

Place



Note:

1. AIC reserves the right to verify the facts given by the Agency with any authority.
2. All the pages and supporting documents should be duly signed by the Authorized signatory.
3. AIC will not be responsible for any oversight if a particular document is not referred to, at designated place in the formats.



INTEGRITY PACT

Between

THE AGRICULTURE INSURANCE COMPANY OF INDIA LIMITED (AICL) hereinafter referred to as “The Principal”

and

M/s _____ hereinafter referred to as “The Bidder”.

Preamble

The Principal intends to empanel Agencies, under laid down organizational procedures, printing and supply/distribution of Publicity Materials i.e. leaflets, posters, brochures, banners, booklets, standee, stickers, starflex, vinyl printing, AIC branding in T shirts, caps, pens etc. at destined address(es) across the state. Apart from these other printing jobs such as inland letters, visiting cards, letter heads, File Covers, Envelopes etc. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the Bid process and the execution of the Contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

1. The Principal Commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - a. No employee of the Principal, personally or through family members, will in connection with the EOI for, or the execution of a contract, demand, take a promise for or accept, for self or third period, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will, during the EOI and empanelment process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the Bid process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential /additional information through which the Bidder(s) could obtain an advantage in relation to the Bid process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC / PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)

1. The Bidder(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Bid process and during the contract execution.
 - a. The Bidder(s) will not directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the EOI and empanelment process or the execution of the contract or to any third person any material or other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the EOI and empanelment process or during the execution of the contract.
 - b. The Bidder(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications,



certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

- c. The Bidder(s) will not commit any offence under the relevant IPC / PC Act, further the Bidder(s) will not use improperly, for purposes of competitive or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s) of foreign origin shall disclose the name and address of the Agents / representatives in India, if any. Similarly, the Bidder(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the “ Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments will be made in Indian Rupees Only.
 - e. The Bidder(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f. Bidder(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.
2. The Bidder(s) will not instigate third persons to commit offences outlined above or be an accessory to the offences.

Section 3 – Disqualification from Bid process and exclusion from future contracts

If the Bidder(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) from the EOI and empanelment process or take action as per the procedure mentioned in the “Guidelines on Banning of business dealings” .

Section 4 – Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the EOI and empanelment process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract Value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

1. The Bidder declared that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the EOI process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings” .

Section 6 – Equal treatment of all Bidders

1. In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub- contractor.



2. The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
3. The Principal will disqualify from the EOI and empanelment process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal Charges against violating Bidder(s)

If the Principal obtains knowledge of conduct of a Bidder, or of an employee or a representative or an associate of a Bidder, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor / Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval by the Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It would be obligatory for him/her to treat the information and documents of the Bidders/ Contractors as confidential. He reports to the Chairman cum Managing Director, The Agriculture Insurance Company of India Limited.
3. The Bidder(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal 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.
4. The Monitor is under contractual obligation to treat the information and documents of the Bidder(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. Later date, the IEM shall inform the CMD, AICL and recuse himself/herself from that case.
5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project, provided such meetings should have an impact on the contractual relations between the principal and the Bidder. The parties offer to the Monitor the option to participate in such meetings.
6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the principal and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
7. The Monitor will submit a written report to the CMD, AICL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposal for correcting problematic situations.
8. If the Monitor has reported to the CMD, a substantiated suspicion of an offence under relevant IPC /PC Act, and the CMD 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.
9. The word 'Monitor' would include both singular and plural.



Section 9 – Pact Duration

The Pact begins when both parties have legally signed it. It expires for the Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by CMD of AICL.

Section 10 – Other provisions

1. This agreement is subject to Indian Law; Place of performance and jurisdiction is the Registered Office of the Principal i.e. New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Bidder is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. Issues like Warranty/Guarantee etc shall be outside the purview of IEMs.
6. In the event of any contradiction between the Integrity Pact and its Annexure, the clause in the Integrity Pact will prevail.

(For & On behalf of the Principal)
(Office Seal)

(For & On behalf of Bidder/Contractor)
(Office Seal)

Place: _____

Date : _____

Witness 1:

(Name & Address)

Witness 2 :

(Name & Address)