

## **TENDER DOCUMENT FOR PRINTING MATERIALS**

No.: AIC/RPR/Printing Material /2021-2022/

### **NOTICE**

Agriculture Insurance Company of India Limited (hereinafter referred as AIC or The Company), invites sealed quotation (hereinafter called "the Tender") in Two Bid-System from approved & eligible contractors/agencies of Autonomous bodies of State and Central Govt/GIPSA companies and other contractors/eligible Agencies (hereinafter called Agency/ies) to carry out **Printing & supply of different publicity materials in Raipur, Chhattisgarh.**

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

#### ***Regional Manager***

***Agriculture Insurance Company of India Limited***

**2<sup>nd</sup> Floor, LIC Investment Building, Phase-II**

**Pandri, Raipur, Chhattisgarh**

**492004**

**Email:- ro.raipur@aicoindia.com**

#### **SCHEDULE OF DATES FOR TENDER:**

Date of Tender	<b>08.04.2021</b>
Clarification of doubts received through E Mail	<b>only on or before 15.04.2021</b>
Last date and time for submission of the Tender	<b>29.04.2021 on or before 5:45 pm</b>
Opening of the Technical Bid	<b>30.04.2021 at 10:00 am</b>
Opening of Price/Financial Bid of technically qualified Bidder	<b>30.04.2021 at 02:30 pm</b>
Declaration of the Successful Bidder	<b>30.04.2021 at 05:00 pm</b>
Issue of the Work Order	<b>As per requirement</b>
NOTE: any change in the schedule shall be notified on the website of the company (www.aicoindia.com) only and no individual communication will be sent to the bidder. Bidders are advised to regularly visit the website of the company for any updates on the tender. Bids received after the due date and time shall not be considered for further evaluation.	

## **GENERAL TERMS & CONDITIONS**

This tender document is neither an offer letter nor a legal contract, but an invitation for quotation. No contractual obligation on behalf of the AIC whatsoever shall arise from this tender process unless and until a formal Work Order is issued by duly authorized officer of AIC. Further, AIC does not guarantee or commit any minimum amount of printing work to the successful bidder by virtue of this tender.

### **A. BROAD SCOPE OF WORK**

The Company requires Printing Material for its Raipur Regional Office from entities having adequate experience in printing & supply of different type of printing assignments.

<b>S. No</b>	<b>Name of the Item</b>	<b>Specification</b>
1	<b>Stickers</b>	<b>Multi-Colour Size 14cm X 22cm with gumming sheet having 100 gsm quality</b>
2	<b>Poster</b>	<b>Poster Multi Colour Size 58cm X 46cm with gumming sheet having 100 gsm quality.</b>
3	<b>Leaflets</b>	<b>Multi-Colour offset printing (A4 size) Glossy 90 GSM One Side Printing.</b>
		<b>Multi-Colour offset printing (A4 size) Glossy 90 GSM with Art paper Both side printing. (One side B/W &amp; One side colored)</b>
		<b>Two-fold Multi-Colour offset printing (A4 size) Glossy 90 GSM.</b>
4	<b>Cloth Banner</b>	<b>Multicolour (per Sq. ft.)</b>
5	<b>Flex Banner Printing with eyelets</b>	<b>240 gsm Star Flex Colour Banner (per sq. ft.)</b>
		<b>Colour Normal (per sq. ft.)</b>
6	<b>Vinyl Printing</b>	<b>Solvent Vinyl Colour Printing (per sq. ft. wise)</b>
		<b>Vinyl Prints/Poster Colour with Sunboard (per sq.ft.)</b>
7	<b>Standee</b>	<b>Roll over Standee aluminium base Colour (6 ft X 3 ft) Normal (per unit)</b>
		<b>Roll over Standee aluminium base Colour (6 ft X 3 ft) Star Flex 3M Imported (per unit)</b>
8	<b>Printing of Insurance Receipt</b>	<b>A-4 Size having 75 gsm quality min, B/W both side Printing<sup>1</sup></b>

PDF File will be shared with the successful bidder and Printing must be done only through multifunctional printer

### **B. ELIGIBILITY CRITERIA (TECHNICAL BID)**

1. The Agency should be any of the legal entities as under:  
A Propriety Concern or partnership firm/LLP or a Company (Public/Pvt Limited) formed under the Companies Act.
2. The Agency shall be in operation in **Municipal limits of Raipur City.**
3. Experience/Financial Strength:
  - a. The Agency should be equipped with adequate infrastructure, manpower and must have

been in operation in Municipal limits of Raipur City since last 3 years from the date of issuance of this Tender. *For Startups, the Agency should be in operation for last 2 years in Municipal limits of Raipur City from the date of issuance of this Tender. For Startups, DPIIT Certificate of Recognition for Startups is mandatory*

- b. The Agency should have satisfactorily completed at least one of not less than Rs. 3 lakh value in previous 03 years. *For Startups, the Agency should have satisfactorily completed at least one work of not less than 1 lakh value in previous 03 years. For Startups, DPIIT Certificate of Recognition for Startups is mandatory*
- c. The Agency shall have annual average turnover of minimum Rs. 30 Lakhs for last 3 financial years i.e FY 2019-20, 2018-19 and 2017-18. *For Startups, minimum average annual turnover should be Rs. 10 lakh for last 3 years i.e. FY 2019-20, 2018-19 and 2017-18. For Startups, DPIIT Certificate of Recognition for Startups is mandatory*
- d. The Agency should have earned net profit during any 2 out of last 3 years i.e. FY 2019-20, 2018-19 and 2017-18. *For Startups, the Agency should have earned net profit in any of the last 2 years i.e. FY 2019-20 and 2018-19.*

**C. DOCUMENTS TO BE FURNISHED WITH THE TENDER DOCUMENT:**

Documents mentioned in the Annexure B i.e. Technical Bids have to be mandatorily submitted. Failure to submit the required documents along with tender shall render the bidder ineligible for opening of financial/price bid.

**D. PROCEDURE FOR SUBMISSION OF QUOTES:**

The document can be downloaded from AIC's website <https://www.aicofindia.com/> & [www.eprocure.gov.in](http://www.eprocure.gov.in). The tender shall be submitted in two bid system i.e. Technical Bid and Financial Bid.

- a) **Cover cum undertaking Letter:** Cover cum undertaking letter as per Annexure A shall be printed and duly signed on bidder's letterhead.
- b) **Technical Bid:** Technical Bid to be submitted will be as per Annexure B. The duly filled annexure B along with the required documents and the signed copy of the entire tender document (each and every page to be signed and duly stamped implying acceptance of terms and conditions of the tender) to be kept in a separate envelope marked as "Technical Bid". The bidders shall not give any financial information in the technical bid, failing which their bids are liable to be rejected
- c) **Price Bid:** Price/Financial bid shall be submitted as per Annexure C. Price Bid duly filled as per Annexure- C to be kept in a separate duly sealed envelope marked a "Price Bid".
- d) **EMD** of Rs. 50,000/- (Fifty Thousand only) to be remitted electronically through NEFT/RTGS/IMPS or through Demand Draft favouring "Agriculture Insurance Company of India Limited" payable at Raipur or through Bank Guarantee from a Nationalized / Scheduled Bank valid for 90 days. For EMD remitted electronically through NEFT/RTGS/IMPS, UTR details shall be mentioned in the envelope. Following are the Bank account details for EMD:  
**Agriculture Insurance Company of India Ltd.**  
**Axis Bank Pandri, Raipur**  
**A/C NO. – 139010200002295**  
**IFSC – UTIB0000139**
- e) **Tender Fee:** Demand Draft/Cheque of Rs. 500/- favouring "Agriculture Insurance Company of India Limited" payable at Raipur, being one-time, non-refundable tender fee in an open envelope.
- f) Signed copy of integrity pact as per attached format in **ANNEXURE-D**

All the envelopes containing Technical Bid, Price/Financial Bid, cover cum undertaking letter, EMD & Tender Fee should be submitted in another bigger envelope super-scribed as "**Tender Document for Printing Material**".

Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME), Agencies registered with the Central Purchase Organization are exempted for EMD and Tender Fee. However, Startups with DPIIT Certificate of Recognition for Startups are exempted for only EMD fee but Tender Fee would be payable. **The Certificate for Exemption shall be attached in the corresponding envelope while submitting the Bid, failing which the Bid shall not be considered.**

**E. EMD**

- a) The EMD of the unsuccessful bidder will be discharged /returned to the bidder without any interest whatsoever at the earliest after evaluation of the bid and latest on or before 30 days after the award of the contract.
- b) The EMD may be forfeited:
  - If a bidder intentionally withdraws his bid after the expiry of last date of submission of bid during the period of price bid validity specified below.
  - In the case of a successful bidder if the bidder withdraws or amends the tender or impairs or derogates from the tender or fails to provide PBG.
- c) The Bidder, after submitting its bid, is permitted to withdraw/ alter/ modify its bid so long such withdrawal/alteration/modifications are received duly sealed and marked like original bid, upto the date & time of receipt of bid. The EMD shall be returned in such cases.
- d) Any bid without EMD shall not be considered for evaluation.

**F. PERFORMANCE SECURITY:**

- a) EMD of the successful Agencies shall be retained as 'Performance Security' with AIC throughout the term of contract with AIC which is **31.03.2022 in the above tender**.
- b) If EMD is submitted as Bank Guarantee by the successful agency, then this shall be replaced by Performance Bank Guarantee (PBG) for the duration equal to the contract term of Agency.
- c) No interest is payable by AIC on the Performance Security.
- d) The Bank guarantee towards performance security shall remain valid up to 60 days after the stipulated date of completion of contract.
- e) The performance security of the successful bidder shall be returned within 60 days after completion of its contract term with AIC.
- f) Forfeiture of performance security:
  - The performance security of the successful Agency may be forfeited if the successful Agency fails to execute the work as per terms till price bid validity in Tender or the performance of such agency is not up to the mark as per decision of AIC or if there is a breach of the Tender terms and conditions and the same is not rectified within the time frame mentioned by AIC.
  - The forfeiture of PBG shall not waive the right of AIC to terminate or to blacklist the Agency from participating in future tenders.

**G. EVALUATION PROCESS:**

- a. A committee headed by Regional Manager shall oversee the tender process and declare the successful bidder as per the tender process.
- b. Complete tender along with all required Annexure's and other required documents is to be submitted at the addresses mentioned. In case the documents are not attached with the technical bid or are inconsistent with technical bid, such bid shall be rejected.
- c. Based on eligibility criteria (as mentioned in the tender document) supported by the relevant documents, if the Committee is satisfied about the credentials of the Agency, a decision to declare such bid as technically qualified will be recorded. Mere fulfilling eligibility criteria does not confer any right on the part of the applicant to be declared as technically qualified.
- d. No further queries shall be entertained for the Bidders whose bid is rejected for any reason whatsoever.

- e. Bidders whose bid is technically qualified shall be eligible for the opening of the Financial/Price bid. The financial/Price bid shall be opened at the time and place mentioned hereinabove.
- f. The bidder who has quoted the minimum rates shall be declared successful bidder and based on fulfilment of the tender requirement, will be awarded work order. It may be noted that the successful bidder may be different for different category of printing material based on their price/financial bid against the respective items.
- g. In the event two or more bidder has quoted the same rates and the rates offered by them is the lowest one, then the quantity shall be distributed in equal proportion between such bidders. However, it is clarified that the distribution of the actual site/location shall be as per the discretion of the AIC and such bidders hereby undertakes to not to raise any objection in this regard.
- h. In the event L1 backs out, the tender shall be awarded to L2 on L1 rates and if L2 denies then L3 and so on.

**H. EXECUTION OF THE AWARDED WORK ORDER:**

- a. Separate purchase order shall be placed to the successful bidder as per our requirement during the project period **valid up to 31.03.2022**. The items should be supplied within 7 days from the date of purchase order.
- b. The Regional Office Raipur reserves the right to cancel the order in the case of delay in delivery of all the items.
- c. The items delivered should be as per the specification mentioned with clear visibility of contents. If found defective, the same must be replaced immediately within seven days for replacement borne by the concerned awarded party.

**I. PAYMENT TERMS**

The successful bidder shall not be paid any advance on any account. The successful bidder shall be paid within 15 working days after completion of work as per work order delivery and subject to submission of the bills. The payment shall be subject to deduction of TDS as per applicable laws.

**J. FORCE MAJEURE:**

If the performance of any party to the tender is prevented, restricted or delayed by reasons beyond the control of the party affected, then notwithstanding anything here before contained, the party affected shall be excused from its performance to the extent such performance relates to such events. As such, the timelines shall be extended for the performance of the tender. In the event of delay due to Force Majeure for more than 10 days the tender and/or work/purchase order may be terminated at the discretion of the AIC. Termination under such circumstances will be without any liability on either side. However, the proportionate dues for completed work shall be paid by AIC.

**K. OTHER TERMS**

**1. TIME IS THE ESSENCE OF THE TENDER:**

Time is the essence of the tender and as such all works shall be completed strictly in accordance with the timelines mentioned in this tender.

**2. CONDITIONAL BIDS/OFFER:**

Any conditional bid or counteroffer shall be liable for rejection. Further, the successful bidder is not allowed to assign the tender.

**3. BINDING EFFECT OF THE TENDER:**

The terms and conditions of the tender and the subsequently issued work order/award shall have binding effect on the successful bidder and the rights and obligation shall be as mentioned in this tender read with the work/purchase order/award. No separate contract shall be executed with the successful bidder. In no event the successful bidder shall be deemed to an agent of the company.

**4. COMPENSATION FOR DELAY:**

If the successful bidder fails to maintain the required progress in terms of agreed execution plan, the successful bidder shall, without prejudice to any other right or remedy available under the law to AIC on account of such breach including termination of the tender, pay as compensation

(Liquidated Damages) @ One percent (1%) per day of the value of work/purchase order. The aggregate of such compensation/ compensations shall not exceed 10 (ten) percent of the total value for work order. In the event, there is a delay of more than 10 days, AIC reserves to cancel the work/purchase order. Further, in case of cancellation of work/purchase order more than 03 times in a year (starting from date of award), AIC shall terminate the contract without notice and bank guarantee will be forfeited.

5. Agency should ensure the safety of their staff by taking proper precautions like social distancing, use of mask, sanitization etc. as prescribed by Gol/State/UT Government/ Regulatory Authorities under COVID-19 or under any other similar situation where in regulations are in force from time to time. The Agency shall be solely responsible for any acts / deeds of its representatives resulting into violation of any strictures, rules, law, enforcement, in force for such situations causing financial or non-financial liabilities

**L. INDEMNIFICATION:**

- a. The Successful bidder shall indemnify and keep indemnified the 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 Successful bidder under this tender.
- b. Successful bidder is to also ensure the compliance of laws including labour laws as applicable and the Successful bidder will indemnify AIC for any liability arising out of such violation / breach of any provision of laws.

**M. INTELLECTUAL PROPERTY RIGHTS (IPR)**

The bidders shall not infringe the IPR of the company or any third party. Any liability arising out of infringement of IPR shall be sole responsibility of the Bidder. All information, documents and data coming in the possession of the bidder during the execution of the work shall at all time remain the property of the company. The bidder shall not make or allow any of his employee or agents etc. to make an unauthorized copy, use, access, or other utilization of this material commercially or otherwise, directly, or indirectly except as agreed to by the company. The bidder shall also ensure complete confidentiality of the information and data provided to it while carrying out the job.

**N. RESOLUTION OF DISPUTES:**

In case of a dispute or difference between the AIC and the successful bidder relating to any matter arising out of or connected with the tender which are not settled amicably, such dispute or difference shall be referred to a sole arbitrator to be appointed mutually by AIC and Successful bidder. The award of the arbitrator shall be final and binding on the parties of this tender. The arbitration shall be carried out in accordance with the Arbitration and Conciliation Act, 1996. The venue of such arbitration shall be in Raipur and the language used will be English. Each party shall bear their own cost in this regard.

**O. JURISDICTION**

The Courts at Raipur shall be having the jurisdiction for the purpose of any adjudication where some dispute/difference remain unresolved despite arbitration.

**6. INFLUENCING THE EVALUATION OF PROPOSALS & BIDDING: -**

No applicant shall attempt to influence AIC on any matter related to the proposal for Tender/Bidding process. 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).

**7. Integrity Pact:**

Agency must submit signed copy of integrity pact as per attached format in **ANNEXURE-D**.

**ANNEXURE-A:**  
**COVER CUM UNDERTAKING LETTER**  
**(ON BIDDER'S LETTER HEAD)**

To,

Date:

***Regional Manager***

***Agriculture Insurance Company of India Limited***

2<sup>nd</sup> Floor, LIC Investment Building, Phase-II

Pandri, Raipur, Chhattisgarh

492004

Dear Sir,

**Sub: Tender for printing material.**

Having examined the Tender documents including all annexure the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the services as mentioned in Tender document in conformity with the said Tender documents and in accordance with the financial/price bid.

- A. We understand that the Tender 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.
- B. We have read, understood and accepted the terms/ conditions/ rules mentioned in the Tender document.
- C. We undertake that in competing for and if the award is made to us, in executing the subject tender, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
- D. We are not blacklisted currently by any Government/ Ministry/Department/PSU nor debarred currently from dealing with any company/ public department.
- E. We understand that AIC is not bound to accept the lowest or any offer AIC may receive. We also understand that the whole bidding exercise may be scrapped without assigning any reason and it is acceptable to us.
- F. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us. We undertake to comply all the terms and conditions of the tender.
- G. We understand that if we withdraw or modify our Bids during the period of validity, or if we are awarded the tender and we fail to submit the required performance security before the deadline defined in the request for bids document, we will be suspended for the period of three years from being eligible to submit Bids for tenders with your company.
- H. 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

**ANNEXURE-B**

**TECHNICAL BID FOR QUALIFICATION OF AGENCIES**

<b>SNO</b>	<b>PARTICULARS</b>	<b>DETAILS</b>
1.	Name of the Agency	
2.	Office Address	
3.	Status of the Agency (Whether A Propriety Concern or A Partnership Firm registered under Indian Partnership Act, 1932 or A Company formed under the Companies Act or A Limited Liability Partnership formed and registered under the Limited Liability Partnership Act, 2008)	
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 Number AND Registration Number	
8.	PAN No. of the Agency	
9.	No. of year(s) of experience in the field	
10.	Detail of similar assignments handled	
11.	Details of employees along with their designations	
12.	Annual Average turnover for past 03 years	

**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 (2017-18, 2018-19 and 2019-20) along with CA certificate showing the profit/loss during the period.
- iii) Copy of the PAN CARD 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) certificate for MSME and Startups (if applicable) to be enclosed.

(Signature and seal of the authorized  
signature)

Place

Date



**ANNEXURE-C**  
**PRICE BID FOR PRINTING MATERIALS**

S. No	Name of the Item	Specification	Price/piece or Sq ft (Exclusive GST)
1	Stickers	One-time order 1 to 5,000	
		One-time order 5,001 to 10,000	
		One-time order 10,001 to 15,000	
2	Poster	One-time order Up to 40,000	
		One-time order 40,001 to 80,000	
		One-time order 80,001 to 1,20,000	
3	Leaflets Multi Colour One side	One-time order Up to 25,000	
		One-time order 25,001 to 50,000	
	Leaflets Multi Colour Both Side	One-time order 50,001 to 100,000	
		One-time order 1,00,001 to 1,60,000	
	Leaflets Multi Colour Two-Fold	One-time order Up to 25,000	
		One-time order 25,001 to 50,000	
4	Cloth Banner	Rate per Sq. ft *minimum quantity for 6000 sq ft. yearly	
5	Flex Banner Printing with eyelets	Star Flex Colour Rate per Sq. ft *minimum quantity for 6000 sq ft. yearly	
		Normal Flex Rate per Sq. ft *minimum quantity for 6000 sq ft. yearly	
6	Vinyl Printing	Rate per Sq. ft *minimum quantity for 6000 sq ft. yearly	
7	Standee	Star Flex Rate per Unit	
		Normal Rate per Unit	
8	Printing of Insurance Receipt	One-time order 1 to 1,00,000	
		One-time order 1,00,001 to 5,00,000	
		One-time order Above 5,00,000	

Rates should be quoted **(without any overwriting, correction, error, omission, etc. Correction, if any, should be properly attested by the bidder)** inclusive of cost of Sheet, Printing, block wise quantity packing, Transportation to AIC Raipur Regional office address, DTP as per specifications, but exclusive of GST only. The cost so cited above may be placed with order for other printing items with similar specifications. In case of any dispute, ambiguity in specification of any items the resolution shall be as per the specifications and mode of measurements of AIC which must be agreed upon by me/us. The price bid shall be valid up to **31.03.2022** from the date of award of the work.

(Signature and seal of the authorized signatory)

**ANNEXURE-D**

**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, for Social Media/ Multimedia activities of the Company. 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 RFP 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 RFP 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 RFP 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 RFP 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 RFP 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 RFP 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 RFP 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 RFP 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)