

LIMITED TENDER DOCUMENT FOR PRINTING MATERIALS

No.: AIC/TN/Printing Material /2022-23/01

NOTICE

Agriculture Insurance Company of India Limited (hereinafter referred as AIC or The Company), invites sealed technical bid and quotation (hereinafter called "the Tender") in Single Stage Two Bid-System from approved & eligible empaneled 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 the State of Tamil Nadu**

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

Regional Manager

***Regional Office: 1st Floor, Andhra Insurance Building,
No. 323, Thambu Chetty Street,
Parrys Corner,
Chennai 600 001, Email:- ro.chennai@aicofindia.com***

SCHEDULE OF DATES FOR TENDER:

Date of Tender	23.09.2022
Clarification of doubts received through E Mail	only on or before 03.10.2022 .
Last date and time for submission of the Tender	07.10.2022 on or before 4.00 pm
Opening of the Technical Bid	07.10.2022 at 4.30pm
Opening of Price/Financial Bid of technically qualified Bidder	07.10.2022 at 5pm
Declaration of the Successful Bidder	07.10.2022 at 5.30 pm
Issue of the Work Order	As per requirement
NOTE: any change in any term/requirement of this tender shall be notified on the website of the company (www.aicofindia.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 from entities having adequate experience in printing & supply of different type of publicity material.

S. No	Name of the Item	Specification
1	Stickers	Multi-Color Size 8X4 inches advertisement 100 GSM Art Paper with Laminated -sticker type (single side) layout designing & printing
2	Leaflets	Multi-Color offset printing (A4 size) layout designing & printing with 100 GSM front and back side Foreign Art paper
3	Flex Banner Printing	5x3 sq. feet advertisement banner in Flex Printing (star) 4 Side Corner highlights layout designing & printing
4	Proposal form cum Registration Form	Front and Back side single color 9.5 x14.5 inches lay out designing & printing 70 GSM ballapur maplitho NSD Premium paper
5	CPIS Scheme and proposal form	A3 Front and Back side folding single color 11.5 x17.0 inches lay out designing & printing 70 GSM ballapur maplitho (NSD Premium paper) .
6	Printing of Insurance Receipt	Mail merge (excel) A4 75 copier paper GSM generated with laser print -front and back -separately for individuals
7	Poster	Colour, Single Side, Paper Maplitho 70 GSM Size 20X28 inches

B. ELIGIBILITY CRITERIA (TECHNICAL BID)

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/Sole Proprietorship/autonomous body/NGO/ only.
2. Agency shall be in operation in **Corporation limits of Chennai City**.
3. Experience/Financial Strength:
 - a. The Agency should be equipped with adequate infrastructure, manpower and must have been in operation in corporation limits of Chennai 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 corporation limits of Chennai City from the date of issuance of this Tender. For claiming the relaxations of Startups, a valid DPIIT Certificate of Recognition for Startups is mandatory to be produced along with the tender herein.*
 - b. The Agency should have satisfactorily completed at least one order of printing of publicity

materials of not less than Rs. 4 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 claiming the relaxation of Startups, a valid DPIIT Certificate of Recognition for Startups is mandatory to be produced along with the application herein.

- c. The Agency shall have annual average turnover of minimum Rs. 30 Lakhs for last 3 financial years i.e FY 2021-22, 2020-21 and 2019-20 . For Startups, minimum average annual turnover should be Rs. 10 lakh for last 3 years i.e. FY 2021-22, 2020-21 and 2019-20 . For claiming the relaxation of Startups, a valid DPIIT Certificate of Recognition for Startups is mandatory to be produced along with the application herein.
- d. The Agency should have earned net profit during any 2 out of last 3 years i.e. 2021-22, 2020-21 and 2019-20. For Startups, the Agency should have earned net profit in any one of the last 3 years i.e. 2021-22, 2020-21 and 2019-20. . For claiming the relaxation of Startups, a valid DPIIT Certificate of Recognition for Startups is mandatory to be produced along with the application herein.

C. DOCUMENTS / DECLARATIONS 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 or submission of invalid documents along with technical bid 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. 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. the bid shall remain valid for 45 days beyond the last date of submission of bid and the rates of successful bidder shall remain valid for the entire period of execution of the work order issued under this tender (hereinafter referred to as 'Project Period').
Price Bid duly filled as per **Annexure- C** to be kept in a separate duly sealed envelope marked a "Price Bid".
- d) **Tender Application Fee and Earnest Money Deposit (EMD)**

The bidder shall submit non-refundable amount of Rs 500/- (Rupees Five Hundred only) towards tender application processing fee before the time of submission of the bid. The application fee shall be through RTGS in the following bank account:

Axis Bank	Mylapore Branch Chennai
A/c Name	AIC OF INDIA, EXPENSES OF MANAGEMENT A/C
IFSC	UTIB0000006
A/C	006010200018036

(Bank Details of Chennai RO)

Bidders shall also have to furnish, as part of bid, interest free EMD/bid security for an amount of Rs. 30,000/- (Rupees Thirty Thousand only) to be preferably remitted electronically through NEFT/RTGS/IMPS/insurance surety bonds or Bank Guarantee valid up to 45 days from the last date of submission of the tender. For EMD remitted electronically through NEFT/RTGS, UTR details shall be mentioned in the envelope.

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 and deposit of Performance security by successful bidder.

The successful bidder's EMD will be discharged/returned upon the bidder's acceptance of the award of contract, only after furnishing an unconditional and irrevocable Performance security. Performance Security shall be furnished to be preferably remitted electronically through NEFT/RTGS/IMPS/insurance surety bonds or Bank Guarantee valid up to 60 days beyond the completion of the work.

The format for Performance Bank Guarantee is given in Annexure _F.

The EMD may be forfeited:

- i) If a bidder intentionally withdraws his bid after the expiry of last date of submission of bid and during the period of bid validity specified below.
- ii) 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 performance security.

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, but the bid fees shall be forfeited.

Any bid without tender application fee and EMD shall not be considered for evaluation.

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 tender Fee. The valid Certificate for registration/recognition shall be attached in the corresponding envelop while submitting the Proposal failing which the proposal shall not be considered.

- e) 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, should be submitted in another bigger envelope super-scribed as **“Tender Document for Printing Material”**.

E. 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 bid along with all required Annexures 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.
No further queries shall be entertained for the Bidders whose bid is rejected for any reason whatsoever.
- d. 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.
- e. 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.

- f. If two bidders/suppliers quote the same L-1 rate, fresh sealed quotes are to be obtained from both L-1 bidders/suppliers only after providing reasonable time for re-submission of fresh rates. There after contract may be placed with the L-1 bidder as per the evaluation of fresh quotes received from both the L-1 bidders/suppliers. Even if after the fresh quotes the rates are tied, the bids shall be awarded to the bidder who has scored more in the technical bid assessment.

F. EXECUTION OF THE AWARDED WORK ORDER:

- a. Separate work order shall be awarded to the successful bidder as per our requirement during the project period **valid up to 31.03.2024**. The items should be supplied within 7 days from the date of work order.
- b. The Regional Office Chennai reserves the right to cancel the order in the case of delay in delivery of 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 promptly within seven days from such request and the cost of such replacement shall be borne by the concerned awarded party.

G. 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 successful completion of work as per work order delivery and subject to submission of the bills and approval thereof by AIC. The payment shall be subject to deduction of TDS as per applicable laws.

H. 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 successfully completed work shall be paid by AIC.

I. 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 be an agent of the company.

4. COMPENSATION FOR DELAY:

- (i) 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 which 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). The aggregate of such compensation/compensations shall not exceed 10 (ten) percent of the total value for work order.

- (ii) 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, AIC shall terminate the contract without notice and performance security 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 Govt/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

J. 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.

K. 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.

L. 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 Chennai and the language used will be English. Each party shall bear their own cost in this regard.

M. JURISDICTION

The terms of the tender and/or work order shall be governed in accordance with the laws of India for the time being in force and will be subject to the exclusive jurisdiction of Courts at Chennai (with the exclusion of all other courts).

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. TERMINATION

AIC shall, in addition to other remedial/coercive steps to be taken as provided in the conditions of this tender or under law including cancelling the Work Order of any Agency, in entitled to terminate the arrangement with the successful bidder:

- 1.1 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.
- 1.2 Commits default/breach in complying with any of the terms and conditions of the tender 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.
- 1.3 Become insolvent or has initiated the process of insolvency.
- 1.4 By giving 30 days written notice, with or without assigning any reason.

It is clarified that the approved bills up to the effective date of termination will be paid as per the tender/work order terms.

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

To,

Date:

Regional Manager
Agriculture Insurance Company of India Limited
Regional Office: 1st Floor, Andhra Insurance Building,
No. 323, Thambu Chetty Street, Parrys Corner,
Chennai 600 001, Email:- ro.chennai@aicofindia.com

Dear Sir,

Sub: Tender for printing and supply of publicity 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 on being awarded the contract fail to submit the performance security, then without prejudice to any other right of AIC either arising herein or under any law, we will be blacklisted for the period of two 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

SNO	PARTICULARS	DETAILS
1.	Name of the Agency	
2.	Office Address	
3.	Status of the Agency (Whether A Proprietary 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 or Sole Proprietorship)	
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 (2019-20, 2020-21 and 2021-22) 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 AND SUPPLY OF
DIFFERENT PUBLICITY MATERIALS

S. No	Name of the Item and Specification	Order and Quantity (Nos)	Price (Exclusive GST)
1	Stickers Multi-Color Size 8X4 inches advertisement -100 GSM Art Paper with Laminated -sticker type (single side)- layout designing & printing	One-time order up to 3000	
2	Leaflets Multi-Color offset printing (A4 size) - layout designing & printing with 100 GSM front and back side Foreign Art paper	One-time order up to 8,00,000	
3	Flex Banner Printing with 4 SIDE CORNER highlights 5x3 sq. feet advertisement banner in Flex Printing (star material) layout designing & printing	One-time order up to 1000	
4	Proposal form cum registration Front and Back side single color 9.5 x14.5 inches lay out designing & printing 70 GSM ballapur maplitho (NSD Premium paper)	One-time order up to 5,00,000	
5	CPIS scheme and proposal Form - A3 Front and Back side folding single color 11.5 x 17.0 inches lay out designing & printing 70 GSM ballapur maplitho (NSD Premium paper)	One-time order up to 2,000	
6	Printing of Insurance Receipt – Mail merge (excel) A4 75 copier paper GSM generated with laser print -front and back separately for individuals.	One-time order up to 1,00,000	
7	Poster Colour, Single Side, Paper Maplitho 70 GSM Size 20X28 inches	One-time order up to 3,000	

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 Chennai, Regional office, 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 **31.03.2024** 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 Printing & supply of different publicity materials. 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.

Following are the details of IEMs:

1. Sh. V. Venkatachalam, (IAS Retd.)
No. 92, Ram Nagar, North Extn.,
6th Main Road, Vijaya Nagar,
Velachery, Chennai - 600 042.
Email- vvenkat1952@yahoo.co.in
2. Ms. Arundhaty Ghosh, IPOs (Retd.)
CG 151, 1st floor, Sector II, Salt Lake
Kolkata- 700 091.
Email - arundhatyg@gmail.com

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 tender 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 tender 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 tender 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 tender 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 Security.

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 tender 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 tender 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)

ANNEXURE-E
Bid Security Declaration in lieu of EMD

To,

Date:

Regional Manager
Agriculture Insurance Company of India Ltd. (AIC)
**Regional Office: 1st Floor, Andhra Insurance Building,
Thambu Chetty Street,
Parrys Corner,
Chennai 600 001.**

Dear Sir,

**Sub: BID SECURITY DECLARATION in respect of Tender No: 2022/dt. for Printing of Publicity
Materials.**

We hereby undertake to abide by all the tender conditions unconditionally. We further undertake as follows:

- a. We will not withdraw our bid during the period of bid validity specified in the tender.
- b. In the case we are one of the successful bidders, we will not withdraw or amend the tender conditions or impair or derogate from the tender.

In the event of any breach of this undertaking, we understand and acknowledge that we shall be blacklisted for a period of 03 years from the date of breach from any future assignments with AIC.

Date: _____

Signature of authorized person with seal

Place: _____

Name of Authorized Signatory

ANNEXURE F
PERFORMANCE BANK GUARANTEE
(To be stamped in accordance with stamp act)

Reference No.: _____

Date: _____

Bank Guarantee No: _____

To: _____

Against tender vide advance acceptance of the _____ covering work of _____ (hereinafter called the said 'tender) entered into between Agriculture Insurance Company of India Limited (hereinafter called the Purchaser) and _____ (hereinafter called the Vendor) this is to certify that at the request of the Vendor, we _____ (Name of the Bank), are holding in trust in favour of the Purchaser the amount of Rupees _____ to indemnify and keep indemnified the Purchaser against any loss or damage that may be caused to or suffered by the Purchaser by reason of any breach by the Vendor of any of the terms and conditions of the said tender and/ or in the performance thereof. We agree that the decision of the Purchaser, whether any breach of any of the terms and conditions of the said tender and/ or in the performance thereof has been committed by the Vendor and the amount of loss or damage that has been caused or suffered by the Purchaser shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Purchaser.

We _____ (Name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said tender by the Vendor i.e. till _____ (Note: the time line shall be as per tender and claim period after the expiry of the tender will be as per the tender terms) hereinafter called the said date and that if any claim accrues or arises against us _____ (Name of the Bank) by virtue of this guarantee before the said date, the same shall be enforceable against us _____ (Name of the Bank), provided that notice of any such claim has been given to us _____ (Name of the Bank) in writing, by the Purchaser before the expiry of the dates and claim period. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the Purchaser.

It is fully understood that this guarantee is effective from the award of the tender and effective up to 2 months after completion of work as per tender terms i.e. _____ and that we (Name _____ of the Bank), undertake not to revoke this guarantee during its currency without the consent in writing of the Purchaser.

We undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Vendor in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present bond Page _____ Agriculture Insurance Company of India Ltd. being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Vendor shall have no claim against us for making such payment.

We _____ (Name of the Bank), further agree that the Purchaser shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said tender or to extend time of performance by the Vendor from time to time or to postpone for any time from time to time any of the power exercisable by the Purchaser against the said Vendor and to forebear or enforce any of the terms and conditions relating to the said contract and we, _____ (Name of the Bank), shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Vendor or for any forbearance by the Purchaser to the said Vendor or for any forbearance and/ or omission on the part of the Purchaser or any other matter or thing what-so-ever, which under the law relating to sureties, would, but for this provision have the effect of so releasing us from liability under this guarantee.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Vendor.

Office Seal

Place:

Date:

(Authorized Signatory)

Name:

Designation:

Mobile No:

Business Address: