



REQUEST FOR PROPOSAL (RFP)  
FOR  
ENGAGEMENT OF CONSULTANT FOR IMPLEMENTATION OF  
GOODS & SERVICES TAX (GST)

**Finance Department**

Agriculture Insurance Company of India Ltd. (AIC)  
13<sup>th</sup> Floor, AMBA DEEP Building,  
14, Kasturba Gandhi Marg,  
New Delhi - 110 001.

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**THIS RFP DOCUMENT IS NOT TRANSFERABLE**

Bidders are advised to study the RFP document carefully. Submission of Bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

The response to this RFP should be full and complete in all respects. Incomplete or partial Bids shall be rejected. The Bidder must quote for all the items asked for in this RFP.

The Bidder shall bear all costs associated with the preparation and submission of the Bid, including cost of presentation and demonstration for the purposes of clarification of the Bid, if so desired by AIC. AIC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.



## DISCLAIMER

The information contained in this Request for Proposal (RFP) document or information provided subsequently to Bidder(s) or applicants whether verbally or in documentary form/email by or on behalf of AIC is subject to the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

This RFP is neither an agreement nor an offer and is only an invitation by the Company to the interested parties for submission of bids. The purpose of this RFP is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advices/ clarifications. Company may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. No contractual obligation whatsoever shall arise from the RFP process until a formal contract is signed and executed by duly authorized officers of the Company with the Selected Bidder (SB).

The Company, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid process.

The Company also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The issue of this RFP does not imply that the Company is bound to select a Bidder or to appoint the Selected Bidder (SB), as the case may be, for the Project and the Company reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all the costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Company or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Company shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

AIC also does not accept liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.



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## 1 Introduction & Objectives

### 1.1 About AIC

**Agriculture Insurance Company of India Limited (AIC)** has been formed under the aegis of the Government of India and promoted by 6 Public Sector Companies as a specialty Crop Insurance provider to the Indian farming community. AIC was incorporated on 20<sup>th</sup> December, 2002 with an Authorized Share Capital of INR 15 billion and a Paid-up Capital of INR 2 billion. AIC commenced business operations from 1<sup>st</sup> April, 2003, by taking over Crop Insurance operations from its major Promoter, General Insurance Corporation of India.

Currently, AIC covers 25 million farmers under its various crop insurance schemes, making it by far the largest Crop Insurance Company in the world. Of these, more than 86% belong to the small & marginal category. The major challenge was to reach the remotest farmer in the country and service him at an affordable cost. If every last-mile farmer is to be reached by AIC or vice-versa, the service loading on the premium ticket would become financially crippling to him.

Since our Company is engaged in the service of the farming community of the country, the overwhelming majority of whom are poor, we have modeled our resource pattern in accordance with those economic compulsions. Accordingly, to keep our management costs to the ground, AIC functions with only around 300 employees on the rolls, but insures around 25 million farmers. We operate out of 17 Regional Offices (additional Regional Office in Guntur shall be operational shortly) and 1 One Man Office only, but have to deal with around 150 thousand Bank Branches & Primary Agricultural Co-op. Societies at the grassroots level.

### 1.2 Purpose

The Company invites Request for Proposal (RFP) from Consultants of repute and proven track record to assist the implementation and administration of the Company's smooth transition into GST administration as detailed in Terms of Reference (TOR). (Please refer para 10).

## 2 Schedule of Events

General Details	
RFP Number	Finance Dept./2017/GST-CONSULTANT/19.07.2017
Department Name	AIC-HO Finance Department
Scope of Work	As mentioned in Para 10
Mode of RFP Submission	Offline
RFP Type	Open
Type of Contract	Services
Base Currency	INR (₹)



<b>Consortium</b>	Not Allowed
<b>Key Dates</b>	
<b>Document Download Start Date</b>	19.07.2017. The document can be downloaded from AIC's website <a href="http://www.aicofindia.com/">http://www.aicofindia.com/</a>
<b>Last Date and time for submission of Pre-Bid Queries</b>	Pre-bid queries must reach us on or before 25.07.2017 5:00PM through E-mail on <a href="mailto:CorporateAccounts@aicofindia.com">CorporateAccounts@aicofindia.com</a>
<b>Last Date And Time For Issuing Clarifications To Queries By Email</b>	31.07.2017
<b>Last Date and Time for Bid Submission</b>	08.08.2017 till 01:00 PM
<b>Date and Time for Technical Bid Opening</b>	08.08.2017 from 03:00 PM onwards (Representatives of Bidders may be present during opening of Technical Bid however; Technical Bids would be opened even in the absence of any or all of the bidder's representatives. No separate Communication will be sent in this regard.)
<b>Declaration of Shortlisted Bidder's for Commercial Bid Opening</b>	The list of eligible bidders will be published on AIC's website
<b>Date and Time for Commercial Bid Opening</b>	The actual dates will be published on AIC's website or through email
<b>Declaration of Successful Bidder</b>	The result will be published on AIC's website
<b>Notification of Award and Issue of Purchase Order</b>	Within 3 months from the date of declaration of successful bidder
<b>Bid Validity Period (in Days)</b>	120 days
<b>Documents to be submitted physically</b>	Tender processing Fee (DD) Demand Draft for EMD Other documents supporting Eligibility Criteria, etc. as per RFP.
<b>Mode of Document Fee Payment</b>	Offline



<b>Mode of EMD Payment</b>	Offline
<b>Payment Details</b>	
<b>Tender processing Fee (Non-refundable)</b>	₹5,000/-
<b>EMD Amount</b>	₹75,000/-
<b>EMD Payable to &amp; at</b>	As per RFP
<b>Performance Bank Guarantee</b>	10% of the Contract Value
<b>Other Details</b>	
<b>Eligibility Criteria</b>	As per RFP
<b>General Terms and Conditions</b>	As per RFP
<b>Bid Submission Information</b>	The bidders must fulfill the Eligibility criteria for being eligible to bid.
	The Demand Draft on account of tender processing fees should be drawn on Scheduled Commercial bank in favor of 'Agriculture Insurance Company of India Limited' along with physical copies of all the documents mentioned in the RFP in support of eligibility criteria etc. must be received at the following address before the date and time of submission of bid.
	Contact details of AIC:
	Deputy General Manager Finance Department Agriculture Insurance Company of India Limited 13 <sup>th</sup> Floor, AMBA DEEP Building, 14, Kasturba Gandhi Marg, New Delhi - 110 001 Ph +91 11 46869800, Fax +91 11 46869815 <a href="mailto:CorporateAccounts@aicofindia.com">Email - CorporateAccounts@aicofindia.com</a>

### 3 Definitions

1. Company/AIC shall mean "Agriculture Insurance Company of India Limited".
2. "Bidder/Applicant/Consultant" means Applicant Firm/bidder must be either a registered CA/ICWA or Law Firm or Consulting Firms/LLP Firms/Pvt. Ltd. companies, who is submitting its proposal for providing services to the Company in response to this RFP document.
3. "Partner" means a professional sharing profit in a Chartered Accountant firm/legal firm/LLP as defined under Partnership Act, 1932 and/or Limited Liability Partnership Act, 2008.



4. "Personnel/Professional" means full time staff with minimum qualification of Chartered Accountant as per The Chartered Accountants Act, 1949, personnel with legal qualification should have a bachelor degree in law from a recognised university and on the payroll of the bidder.
5. "Proposal/Bid" means the technical proposal and the commercial/financial proposal.
6. "RFP" means this "Request for Proposal" prepared by AIC for the selection of Consultant for Implementation of GST.
7. "Assignment/Job" means the work to be performed by the consultant pursuant to the contract.
8. "Terms of Reference/Deliverables" means the scope of work, activities and task to be performed, etc. by the consultant pursuant to the contract.
9. "Contract" means the contract signed by the successful bidder and AIC and all the attached documents and the appendices.
10. "GST" means all four Acts CGST, SGST, UTGST, IGST and any other regulations by Government in relation to GST and rules thereto.
11. "Day" means Calendar Day.

## **4 Invitation**

4.1 AIC intends to engage suitable GST Consultant for analysing and apprising the Company by way of a Gap Analysis Report with regard to the policies, process, procedures and for developing and implementing GST.

4.2 AIC invites sealed bids (Technical bid and Commercial bid) in two separate sealed envelopes (one for Technical bid and other for Commercial bid) from eligible private or public limited companies, Limited Liability Partnership (LLP) and Partnership firms for assignments of Consultancy on implementation of GST in line with latest/current GST Acts i.e. CGST, SGST, UTGST, IGST Act and rules made thereunder, from time to time.

4.3 Bidders can depute their representatives to attend the bid opening. The representative has to submit an authority letter in the prescribed format as per Annexure H duly signed by the bidder, authorizing him to represent and attend bid opening process on behalf of the bidder. The name of the bidders qualified under technical evaluation will be announced only after the evaluation process by the Committee.



## 5 Conflict of Interest

AIC requires that the Consultant provide professional, objective, and impartial advice, and at all times hold the Company's interests paramount, strictly avoid conflicts with other assignment(s)/job(s) or their own corporate interests and act without any expectation/consideration for award of any future assignment(s) from the Company.

Without limitation on the generality of the foregoing, the consultants and any of their affiliates shall be considered to have a conflict of interest (and shall not be engaged under any of the circumstances) as set for below:

- i. **Conflicting assignment/job:** The consultant (including its personnel) or any of its affiliates shall not undertake any job/assignment which may be in conflict with the present assignment as GST Consultant.
- ii. **Conflicting relationships :** The consultant (including its personnel) having a business or family relationship with a member of AIC's staff who is directly or indirectly involved in any part of (i) the preparation of the terms of reference of the assignment/job, (ii) the selection process for such assignment/job or (iii) supervision of the contract, may not be awarded a contract, unless the conflict stemming from such a relationship has been resolved in a manner acceptable to AIC throughout the selection process and the execution of the contract.

The Applicant has an obligation to disclose any situation of actual or potential conflict that impacts its capacity to serve the best interests of the Company or that may reasonably be perceived as having this effect. If the Applicant fails to disclose such conflicts of interest and if AIC comes to know of such a situation at any time, then AIC reserves the right to disqualify the Applicant during the bidding process or to terminate its contract during the tenure of assignment.

## 6 RFP document

- i. This document shall serve as the RFP document. All the conditions of pre-qualification, detailed requirement specifications including the terms and conditions in this document are binding and unalterable.
- ii. Please note that the Bidder shall have to apply as per the templates/formats given in this RFP document.



## 7 Bidders Eligibility Criteria

7.1 The Applicant must fulfil ALL the following Eligibility Criteria. Proposals of only those Applicants who satisfy ALL these conditions will be considered for further evaluation process. Applications which do not satisfy ALL the Eligibility Criteria will be summarily rejected, and no appeal shall be entertained.

#	Eligibility Criteria Requirements	Supporting required
1	The Bidder should be a Government Organization/PSU/Public/LLP/ Partnership/Private limited Company or subsidiary/ registered CA/ICWA or Law Firm thereof.	Copy of certificate incorporation/ registered partnership deed/MOA/ AOA as the case may be.
2	The Bidder firm should have experience of at least 10 years in Indirect Tax practice in India (Service Tax).	Supported by Information on consulting and auditing business in India, viz. assignment/order letters, client Reference, etc. Please furnish a list of at least 3 Public Sector clients in BFSI domain with address and phone numbers.
3	The Bidder should have at least 6 partners as on 31.03.2017 and also full-time Professionally Qualified Staff, at least 5 each from Accounting (CA/ICWA/equivalent), Information Technology (B. Tech/equivalent) and Legal (LLB) background, and at least 1 DISA/CISA. All must have been on the payroll of the bidder for a period not less than one year as on 31.03.2017.	The list of professionals and their bio-data along with testimonials in support of their professional qualification. Details of persons who will form Team for assignment is to be submitted in the prescribed format given in annexure C.
4	The Bidder should not have been banned/declared ineligible for corrupt and fraudulent practices by the Govt. of India/State gov'ts/ICAI/Bar Associations and should not have any disciplinary proceedings pending against the applicant firm or any of the partners with ICAI or other authorities.	Self-Declaration
5	The firm should have an average turnover, in last 3 years, of at least Rs. 6 crores.	Copy of Audited financial accounts of the firm and Income Tax Returns for 3 years: 2013-14, 14-15 and 15-16.
6	The Bidder should have fully functional Office in Delhi/NCR Region headed by Senior Partner.	Self-Declaration with list of offices.
7	The Bidders should be providing GST Consultancy in India to at least 3 BFSI Organizations out of which at least 2 should be from Public Sector.	List of Clients



The detailed information relating to eligibility and particulars of the bidder is to be given as per Annexure C.

## 7.2 Selection Criteria

There will be a two-stage bidding process i.e. Technical Bid & Commercial Bid which shall be submitted by the bidder. The Committee for short listing the bidder, constituted by the Company, shall scrutinize, evaluate the bids on the basis of the evaluation process as mentioned in Point no. 11 of RFP. The decision of AIC shall be final, conclusive and binding. The selected Consultant firm shall make a presentation to the Company's Internal Committee.

## 7.3 Bid Validity Period

The proposal will be valid for 120 days after the closing date for submission of bid i.e. 08.08.2017. A bid valid for shorter period shall be rejected by AIC as non-responsive. Any decision in this regard by AIC shall be final, conclusive and binding on the bidder.

## 7.4 Request For Proposal

The RFP document can be downloaded from the Company website [www.aicofindia.com](http://www.aicofindia.com). The consultant will have to pay along with Technical Bid a non-refundable fee of Rs. 5,000/- (Rupees Five Thousand only) in the form of a Demand Draft/Pay Order issued by a scheduled commercial bank favouring "Agriculture Insurance Company of India Limited" payable at New Delhi.

Bids not accompanied by the Demand Draft/ Pay Order of requisite amount shall be out rightly rejected.

## 7.5 Submission of Bids

A master cover containing the Technical and Commercial Bid/ Proposal with superscription "RFP- For Appointment of Consultant for Implementation of Goods and Service Tax Act (GST)" marked on the top and addressed to the Deputy General Manager (Finance Dept.) has to be submitted on or before 08.08.2017(01:00 P.M) in at the following address:

Deputy General Manager  
Finance Department  
Agriculture Insurance Company of India Limited  
13<sup>th</sup> Floor, AMBADEEP Building,  
14, Kasturba Gandhi Marg,  
New Delhi - 110 001

**The cost of Tender i.e. DD for Rs. 5,000/- should be kept separately.**

**The master Cover should contain two separate sealed envelopes.**

One with superscription "RFP - For appointment of Consultant for Implementation of Goods and Service Tax Act (GST) - **Technical Bid** - Tender Reference No.-Finance Dept./2017/GST-CONS/19.07.2017".

And another sealed envelope with superscription "RFP - For appointment of Consultant for Implementation of Goods and Service Tax Act (GST) - **Commercial Bid** - Tender Reference No.-



Finance Dept./2017/GST-CONS/19.07.2017".

- 7.6 Under any circumstances, the Company shall not consider any request for extension of date for bid submission. The bids received after 01.00 PM on 08.08.2017 will not be accepted under any circumstance. Please note that if sealed cover is found to contain both Technical and Commercial Bid/ Proposal together in single sealed envelope then, that offer will be rejected outright.
- 7.7 No Bidder/ Applicant/ Consultant shall submit more than one application for the consultancy.
- 7.8 The proposal as well as all related correspondence exchanged by the bidder and the Company shall be in the English Language.

## **8 Clarification & Amendment**

Bidders may request for clarification, if any, on or before 25.07.2017. Any request for clarification must be sent by e-mail at address mentioned in this document.

At any time before the submission of proposal, AIC may, at its discretion, amend the RFP including extension of the deadline for the submission of proposals. Any such amendment will be notified on the website [www.aicofindia.com](http://www.aicofindia.com) and will be binding on all the bidders. It may be noted that any such amendment will not be communicated to the bidder individually. Hence, interested applicants are advised to frequently visit the website for updating themselves about changes, if any, made in the RFP before the bid submission date.

## **9 Earnest Money Deposit (EMD)**

- 9.1 The Bidder shall submit the EMD of Rs. 75,000/- (Rs. Seventy Five Thousand only) by way of Demand Draft in favor of "Agriculture Insurance Company of India Limited" payable at New Delhi. EMD may be forfeited in the event of withdrawal of bid during the period of processing of RFP or in case the selected bidder fails to sign the Contract. No interest shall be payable on the Earnest Money Deposit. EMD should be kept in the envelope containing Technical proposal. The bid, without earnest money deposit would be considered as non-responsive, incomplete and shall be rejected.
- 9.2 Any decision in this regard taken by the Company shall be final, conclusive and binding on the bidder.
- 9.3 The earnest money will be refunded to the unsuccessful bidders as early as possible after satisfactory award of the contract to the successful bidder. EMD will be returned to the selected bidder after acceptance of Purchase Order and/ or Signing of the Contract by the bidder.
- 9.4 Selected Consultant will have to give an undertaking to maintain confidentiality of the information/documents obtained by them during the course of the Consultancy of implementation of assignment as per Annexure F.
- 9.5 If EMD is forfeited for any reason, the concerned bidder will be debarred from further participation in future three RFP's floated by the Company.



## 10 Scope of Work

Going further, Company has to discharge the liability on GST on various supply and receipt of services. For smooth transition to and implementation of GST regime, the Company has taken a decision to avail Consultancy and Advisory services of Professionals. This GST implementation is for all the offices across India and Head Office at New Delhi.

### Terms of Reference/Deliverables are as under:

THE OVERALL RESPONSIBILITY IS TO ENSURE AIC'S COMPLAINEE OF ALL REGULATIONS RELATING TO GST WITHIN PRESCRIBED TIMELINES

#### 10.1 Phase 1 -Scope, Implementation and Transition support

- 10.1.1 To ensure that there is a smooth transition from the existing indirect tax regime to the new GST Regime.
- 10.1.2 Identify all the business processes/functions that will be affected by the proposed GST Regulation (based on draft model law and business process reports available) and sensitize AIC about GST.
- 10.1.3 Study the working of Regional Office, One Man Office and Head Office Departments and if required visit of the offices.
- 10.1.4 Perform a detailed technical assessment of the differences in the Company's accounting policies and practices with respect to GST and assist in formulation of GST in our accounting framework.
- 10.1.5 Review and modify existing policies, procedures, manuals and reporting packages for the Company to incorporate GST.
- 10.1.6 Clarification of each and every doubt of the Company regarding any provision of GST.
- 10.1.7 Evaluate system changes - assessment of processes requiring changes-providing input for modification in IT system for GST Implementation.
- 10.1.8 Assist the Company in Dry run of accounting systems and end - to - end reporting process before actual conversion.
- 10.1.9 Documenting the entire process of the Phase 1.

#### 10.2 Phase 2 - Post Implementation

- 10.2.1 To assess the impact of implementation.
- 10.2.2 Provide guidance on new items and implement improvements, and suggest system specifications, if any.



- 10.2.3 To assist in appropriate compliances under the GST regulations, filing of returns, etc.
- 10.2.4 To ensure that immediately following the implementation of GST, every business model, process and accounting/IT systems are fully GST compliant.

Note: The above list is inclusive and not exhaustive i.e. the terms of reference shall include providing professional assistance for all activities required for the implementation and compliance under GST Act and Rules.

## **11 General Conditions**

Bidder should examine the documents constituting this RFP in detail to prepare the Proposal. In case of deficiencies in the information required/ requested, the proposal may be rejected.

### **11.1 Two Stage Bidding Process:**

The bidder will submit its response to the present RFP separately in two parts - "The Technical Bid" and "The Commercial Bid".

Technical Bid will contain the details as required in the eligibility criteria, along with the documentary evidence, and other documents related to the bid, whereas the Commercial Bid will contain the pricing information. In the first stage, only the Technical Bids will be opened in the presence of the bidders and evaluated as per the criterion determined by the Company. The Company may at its discretion invite the bidders for presentation before the selection committee of the Company. Those bidders satisfying the technical requirements as determined by the Company shall be short-listed for opening their Commercial Bid.

The evaluation procedures to be adopted in the Technical bidding will be at the sole discretion of AIC and the AIC is not liable to disclose either the criteria or the evaluation report or reasoning to the bidder. The eligible bidder, who would qualify the Technical Bid as per the Eligibility Criteria given in point no. 12 of RFP would be informed by AIC through e-mail.

The Company reserves the right not to accept any Bid, or to accept or reject a particular Bid at its sole discretion without assigning any reason whatsoever.

The cost of bidding and submission of RFP documents is entirely the responsibility of Bidders, regardless of the conduct or outcome of the process.

### **11.2 Format and Signing of Bid**

Each page of the bid shall be made in the legal name of the bidder and shall be signed and duly stamped by the bidder or a person duly authorized to sign on behalf of the bidder.

#### **11.2.1 Technical Bid**

The Technical Bid should contain the following information:

- a) Covering letter as per Annexure A.



- b) Proposal form as per Annexure B of this document.
- c) Bidder firm's profile along with documentary evidence of Taxation Consultancy services offered and all relevant enclosures as detailed in Annexure C.
- d) Description of the methodology and work plan for performing the assignment.
- e) List of the key professionals and the support staff for each phase of the assignment.
- f) Any additional information including assumptions that the Consultant team may think fit but not included elsewhere in the proposal, which will help AIC to assess the capabilities of the consultant.
- g) Demand Draft of Rs. 75,000/- (Rupees Seventy Five Thousand only) favouring "Agriculture Insurance Company of India Limited", towards Earnest Money Deposit (EMD).
- h) Duly signed authority letter by the competent authority of the firm, authorizing the executants to sign the Bid on behalf of the firm.

Note: Technical Bid shall not include any financial information. A Technical Bid containing information on the Commercial Bid shall be declared invalid and be rejected.

### 11.2.2 Commercial Bid

The Commercial bid should be submitted strictly in the format given by the Company as per Annexure E of this document along with covering letter as per Annexure D and should not have any deviations, restrictive statements etc. therein otherwise, such bids are liable to be rejected at the sole discretion of the Company. The price shall be quoted in Indian Currency only and shall be all inclusive. No separate fees/reimbursements other than Taxes, as applicable, at the time of payment shall be made by the Company.

## 12 Evaluation Criteria

12.1 Technical bids will be subjected to following Technical Evaluation Process. The eligible bidders will be required to give a presentation to the Company for Technical Evaluation.

Sl.	Technical Evaluation Criteria	Rules for Awarding Points	Max Points
1	Manpower and qualifications- No. of partners/members - at least 6 partners as on 31.03.2017 and also full-time Professionally Qualified Staff, at least 5 each from Accounting (CA/ICWA/equivalent), Information Technology (B. Tech/ equivalent) and Legal (LLB) background, and at least 1 DISA/CISA. All must have been on the payroll of the bidder for a period not less than one year as on 31.03.2017.	Minimum 6 partners/members (as on 31.03.2017) - 2 marks. 1 mark each for additional partners. Maximum 5 marks. Minimum 16 professionally qualified staff - 5 marks. 1 mark each additional qualified staff. Maximum 10 marks.	15
2	No. of years of experience in Indirect Tax practice in India (Service Tax)	5 marks for Minimum 10 years. 1 mark for each completed additional year. Maximum 10 marks for	15



		additional years of experience.	
3	The firm should have an average turnover, in last 3 years, of at least Rs. 6 crores.	For fulfilling the base criteria: 5 marks. For each continuous year of engagement as consultant (during last 3 years i.e. 01.04.2014 onwards) - 5 marks per year. Maximum 10 marks for additional years General Insurance Co. experience for 3 years or more - 5 marks PSU General Insurance Co. experience for 3 years or more - 5 marks	25
4	No. of professionals to be deployed in this project Accounting, Legal, IT and DISA/CISA Professionals	1 mark for every Accounts, Legal, IT and DISA/CISA Professional deployed, with Maximum of 30 marks.	30
5	Presentation by bidders and evaluation by Internal committee	Marks to be assigned by an internal committee based on the methodology and work plan and presentations	15
<b>Total</b>			<b>100</b>

Only those Bidders who score a minimum 70 marks out of 100 marks on the Technical Evaluation Criteria as mentioned above will be considered for Commercial Evaluation.

### **12.2 Criterion for evaluation of Commercial bids**

The sealed Commercial Bids of the Technically Qualified Bidders will be opened and graded as L1, L2, and L3 etc. where L1 bidder is the one who has submitted the lowest cost proposal. It is abundantly clarified that the Commercial Bids must be submitted in the exact format as prescribed hereinunder.

### **12.3 Clarification of Bids**

During evaluation of bids, if found necessary, the Company may seek clarification on the bid from the bidder and specify timeline for response. The request for clarification and the response shall be through e - mail. Failure to respond within the timeline specified will disqualify the bidder.

## **13 Notification of Award**

Following evaluation, a Contract may be awarded to the Bidder whose Bid meets the requirements of this RFP and provides the best value to AIC from technical compliance, commercial considerations & compliance with all the terms and conditions. AIC reserves the right to award the contract in whole or in part.

The acceptance of the Bid, subject to Contract, will be communicated by way of placing a notification of award in writing at the address supplied by the Bidder in the Bid document. Any



change of address of the Bidder should therefore be notified promptly to the Deputy General Manager at the address given in this RFP.

The PBG should be submitted within 15 days from Notification of Award from AIC. AIC subsequently shall be issuing the Purchase Order.

### 13.1 Signing of Contract/Agreement

The successful bidder/consultant will be required to enter into an Agreement/ Contract as per Company prescribed format **within 7 days from** the date of acceptance by the successful bidder of the offer of the AIC. The contract shall be valid for a period of 1 year from the date of Purchase Order.

The failure, delay or evasion on the part of the successful bidder to execute the Agreement/Contract within the period mentioned will result in expiry of the validity of the bid. In such a case the Earnest Money deposited by the successful bidder/Consultant shall be forfeited by the Company without further notice to the successful bidder/ consultant. The failure, delay or evasion on the part of the successful bidder/ consultant to commence project within 15 days from the date of execution of the Agreement/Contract will result in termination of the Agreement/ contract. In case of termination of the Agreement/Contract on account of failure, delay or evasion on the part of the successful bidder/ consultant to commence the project within 15 days from the date of execution of the agreement, in addition to the termination of the contract, AIC shall have the absolute right to adjust the said amount against EMD towards loss and damage suffered by the Company.

### 13.2 Performance Guarantee by Successful Bidder

The selected Bidder shall submit a Performance Bank guarantee for an amount equivalent to 10% of the Order, valid for a period of 1 year 3 months, within 15 days from the date of acceptance which may be extended with mutual consultation, from any Scheduled Commercial Bank in India and acceptable to AIC towards performance of the contract. AIC shall be within its rights to invoke the performance guarantee without any notice to the selected bidder, if in the opinion of AIC, the selected bidder has failed/fails to perform the assignments under the contract to the satisfaction of AIC, or in the event of AIC terminating the contract due to non-performance and/or unsatisfactory performance of the selected bidder and/or the selected bidder failing to pay the Penalty /Liquidated Damages payable to AIC.

### 13.3 Penalty Clause

AIC will reserve the right to deduct from the total awarded amount to be paid to the consultant in the event of the following:

Reason	1 <sup>st</sup> Instance	2 <sup>nd</sup> Instance	3 <sup>rd</sup> Instance
Non-Compliance or Delay in Compliance of GST Regulations (attributable to the GST Consultant)	2%	5%	10%
Inordinate delay in providing/ensuring services	Caution Note	2%	As decided by the AIC based on materiality



Inordinate delay in responding to the references made by the AIC	Caution Note	2%	As decided by the AIC based on materiality
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### 13.4 Time period for completion of assignment

The entire assignment has to be completed in accordance with the timeline mentioned below:

<b>Phase - 1</b> Scope, Implementation and Transition support, including testing	To Be completed by 29.08.2017
<b>Phase - 2</b> Post implementation	For a period of one year from the date of implementation or 30.09.2018 whichever is later.

Any extension of the completion date due to unforeseen delays shall be by mutual consent. If the consultant fails to complete the assignment as per the time frame prescribed in the RFP, and the extensions if any allowed, it will be breach of contract. The AIC reserves its right to cancel the order in the event of delay and invoke the Bank Guarantee.

AIC reserves the sole and unilateral right to extend the period of Phase 3 (Post Implementation), beyond the contracted period above, at a rate equal to 1/12<sup>th</sup> of the Phase 3 awarded amount (i.e. 40% of the total awarded amount) per month of service rendered. All Applicable taxes shall be reimbursed extra by AIC.

Consultant must provide professional, objective and impartial advice at all times and hold the companies' interest paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.

### 13.5 Payment Terms

The terms of the payment will be as under: No Advance payment Milestones for payment:

Phases	Payment on Completion of Activity	Phase wise payment
<b>Phase-1</b> Scope, Implementation and Transition support, including testing	All	40% of Awarded Amount
<b>Phase-2</b> Post implementation	(a) Conversion and system reports	40% of Awarded Amount
	(b) On completion of period of contract	20% of Awarded Amount

All payments are exclusive of applicable taxes and subject to deduction of TDS as applicable from time to time. All Applicable taxes shall be paid by AIC.

### 13.6 AIC reserves the right to the following

- 13.6.1 Reject any or all proposals received in response to the RFP without giving any reason whatsoever.
- 13.6.2 Reject the proposals received in response to the RFP containing any deviation from the payment terms stipulated above.



- 13.6.3 Waive or change any formalities, irregularities, or inconsistencies in proposal format delivery.
- 13.6.4 Extend the time for submission of proposal.
- 13.6.5 Modify the RFP document, by an amendment that would be notified on the Company website.
- 13.6.6 To independently ascertain information from the Banks and other institutions/ companies to which the bidder has already extended implementation of GST services for similar assignment.
- 13.6.7 Modify the time period for completion of assignment during the execution of assignment if it deems fit.

### **13.7 Other Instructions**

- 13.7.1 The key person(s) identified for the project should carry out their activities from AIC premises as and when called. The personnel involved for executing the assignment should be qualified as per the requirements mentioned in the qualification criteria and preferably should have been involved in a similar assignment.
- 13.7.2 The deployment staff/key person(s) should consist of CA's, Legal, IT and DISA/CISA Professionals.
- 13.7.3 The consultant selected for the assignment should adhere to the quality standards, regulatory directions, guidelines in this regard.
- 13.7.4 The Consultant selected for the assignment should treat as confidential all data and information about the Company obtained in the execution of the proposed assignment, hold it in strict confidence and should not reveal such data/ information to any other party without the prior written approval of the Company.
- 13.7.5 The proposal should be submitted strictly in the formats provided in this RFP document.
- 13.7.6 The proposal should be free of overwriting/ corrections/alterations.
- 13.7.7 The proposals and related Annexure should be signed by the authorized representative/s of the Bidder. The executant's authority to represent and bind the consultation firm must be confirmed by a written authority letter issued by the competent authority of the consultant firm accompanying the proposal.
- 13.7.8 All bids and supporting documentation shall be submitted in English only.
- 13.7.9 The AIC will not return the bids/responses to the RFP received. The information provided by the bidder/s to AIC will be held in confidence and will be used for the sole purpose of evaluation of bids.



13.7.10 It is hereby clarified that the bid response to the RFP should be submitted in the exact format given herein without making any changes/alterations to the RFP document. Any change/alteration made to the RFP document by the participant would make the reject bid/ response to the RFP void and the same shall be liable to be rejected by AIC without further going into the merits of the RFP. It is also clarified that in case of any difference/change between bid/response to the RFP document submitted by the participant and the RFP document maintained by AIC, the RFP document maintained at the AIC would be considered as authentic and binding on the participant.

13.7.11 The Commercial Bid shall be opened in due course, after completion of Technical Bid evaluation, in the presence of Bidders/their representatives, who choose to attend.

### **13.8 Compliance Confirmation**

The bidder must submit unconditional and unambiguous compliance confirmation to all the terms and conditions stipulated in the RFP.

## **14 Undertaking by Consultant**

The consultant shall furnish the following undertaking as a part of the proposal.

"We certify that there has been no conviction by a Court of Law or contemplated by court for misconduct, guilty or indictment/adverse order by a regulatory authority for an offence against us or any of our sister concerns or our CEO, directors/managers/partners and if it arises we will intimate AIC of the same".

## **15 Confidentiality**

This document contains confidential and proprietary information of AIC and is not to be disclosed/ reproduced/ transmitted or made available by the recipient to any other person.

The consultant selected for the assignment should treat as confidential all data and information about AIC obtained in the execution of the proposed assignment, hold it in strict confidence and should not reveal such data /information to any other party without the prior written approval of AIC. Further, the bidder will be exposed by virtue of the assignment, to the internal business and accounts related information of AIC. Accordingly, the selected bidder will have to sign a legal non-disclosure agreement in the prescribed format.

## **16 Indemnity**

16.1 The bidder agrees to indemnify and keep indemnified, defend and hold harmless AIC and its officers, directors, employees and agents from and against any and all losses, liabilities, claims, obligations, costs, expenses (including, without litigation, reasonable attorney's fees), arising before or after completion GST implementation, which result from, arise in connection with or are related in any way to claims by third parties/ regulators, arising out of or in connection with.

16.2 The bidder's breach of any of the terms and conditions, representations, warranties



specified in the agreement/contract; infringement of Intellectual Property Rights (IPR) of AIC, acts or omissions of, negligence, or misconduct by the bidder; or its professionals, representatives, agents, security analysts, consultants and advisors;

16.3 For the purpose of the contract/agreement, the bidder shall include the bidder, its personnel, employees, consultants and/or other authorized persons.

16.4 In no event shall the bidder be liable for claims arising from or in connection with the sole negligence or misconduct of the party seeking indemnification.

The responsibility to indemnify set forth in this clause shall survive the termination of this agreement for any reason with regard to any indemnity claims arising in relation to the performance hereof

## **17 Termination of Agreement**

A suitable clause for termination by giving notice will be incorporated in the final agreement.

The agreement may be cancelled at the Company's discretion on account of following or without assigning any reason:

- a) On refusal to take up the allotted assignment.
- b) If the firm stands dissolved /reconstituted and the name/ style of the firm is changed.
- c) On not abiding by the terms and conditions stipulated in the agreement.
- d) If the performance of the firm is not found satisfactory (viewed as such by the Company's appropriate authority).
- e) Any other reason at the discretion of the Company.

In addition to the cancellation of order, AIC reserves the right to appropriate the damages from the Bank guarantee given by the bidder.

## **18 Miscellaneous Terms**

### **18.1 Publicity**

Any publicity by the bidder in which the name of AIC is to be used should be done only with the explicitly written permission of AIC.

### **18.2 Force Majeure**

The bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the bidder and not involving the bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, Acts of God or of public enemy, acts of Government of India in their sovereign capacity, acts of war.

If a Force Majeure situation arises, the bidder shall promptly notify AIC in writing of such conditions and the cause thereof within twenty-one calendar days. Unless otherwise directed by



AIC in writing, the bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

### **18.3 Resolution of Disputes**

AIC and the bidder shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after thirty days from the commencement of such informal negotiations, AIC and the bidder are unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution by formal arbitration.

All questions, disputes or differences arising under and out of, or in connection with the contract, shall be referred to two arbitrators: one arbitrator to be nominated by AIC and the other to be nominated by the bidder. In the case of the said arbitrators not agreeing, then the matter will be referred to an umpire to be appointed by the arbitrators in writing before proceeding with the reference. The award of the arbitrators, and in the event of their not agreeing, the award of the Umpire appointed by them shall be final and binding on the parties. The Arbitration and Reconciliation Act 1996 as amended by Act of 2015 shall apply to the arbitration proceedings and the venue & jurisdiction of the arbitration shall be New Delhi.

### **18.4 Integrity Pact**

The bidders are required to execute "Integrity Pact" as specified in Annexure I, on requisite non-judicial stamp paper, at the time of submission of the bid.

### **18.5 Governing Language**

The contract shall be written in English. All correspondence and other documents pertaining to contract that are exchanged between the parties shall be written in English.

### **18.6 Governing Law/Jurisdiction**

The Agreement / Contract shall be governed by and construed in accordance with the laws in India and shall be subject to the exclusive jurisdiction of the Courts of New Delhi.



(Letter to the Company on the Consultant's letterhead)

**Annexure: A**  
(Covering letter of Technical offer)

Date:

To,  
Deputy General Manager (Finance)  
Finance Department  
Agriculture Insurance Company of India Limited  
13<sup>th</sup> Floor, AMBA DEEP Building, 14, Kasturba Gandhi Marg,  
New Delhi - 110 001

Dear Sir,

Sub: RFP for engagement of Consultant for implementation of Goods and Service Tax (GST) and rules made thereunder

With reference to the above RFP, having examined and understood the instructions, terms and conditions forming part of the RFP, we hereby enclose our offer to provide our services for consultant for implementation of GST as detailed in your above referred RFP. We agree to all the terms and conditions mentioned in the RFP. We hereby submit our Technical Offer in a sealed envelope. The offer shall be binding on us up to 120 days and subject to the modifications resulting from contract negotiations.

Yours faithfully,

Name

Designation,

Contact No.

Seal of the firm/Company

Encl: Technical Offer in sealed envelope.



**Annexure: B**  
**PROPOSAL FORM**  
(To be included in Technical Proposal Envelope)

Dear Sir,

"RFP-Appointment of consultant for Implementation of proposed Goods and Service Tax Act (GST) and Rules made thereunder".

Reference Number RFP Finance Dept./2017/GST-CONS/19.07.2017

Having examined the RFP Document, we, the undersigned, offer our services to provide consultancy services for implementation of GST in the Company in conformity with the requirements mentioned in said RFP documents.

We undertake, if our bid/Proposal is accepted, to carry out the work as per the scope of work, deliverables and in accordance with the time frames specified in the RFP document as well as on the payment terms mentioned therein.

We confirm that the information submitted by us in our Bid/Proposal is true and correct. We agree to abide by the Bid/ Proposal.

We hereby acknowledge and unconditionally accept that AIC may on its absolute discretion apply whatever criteria deemed appropriate in short listing and selection of the consultants.

We declare that we have not made any alterations/changes whatsoever in the RFP document and we are fully aware that in the event of any change, the RFP document maintained at AIC will be treated as authentic and binding and the Bid/Proposal submitted by us will be liable to be rejected by AIC in the event of any alteration made in the RFP document.

We certify that there has been no conviction by a Court of Law or contemplated by court for misconduct, guilty or indictment/adverse order by a regulatory authority for an offence against us or any of our sister's concern or our CEO, Directors/ Managers/ Employees and if it arises we will intimate AIC of the same.

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

We understand that you are not bound to accept the lowest, or any other Proposal, you may receive.

Dated this                      day of    2017

(Signature)

(In the capacity of)

Duly authorized to sign Proposal for and on behalf of

(name)



**Annexure C**  
**TECHNICAL BID**  
**Request for Proposal**

"RFP - Appointment of Consultant for implementation of proposed GST Act and Rules"

Reference Number - Finance Dept./2017/GST-CONS/19.07.2017

<b>Particulars</b>	<b>Details to be furnished for the particulars</b>	<b>Details of Enclosures to be submitted</b>
Name of the Firm/Company		
Address of Registered Office		
Country of Incorporation		
Date of incorporation of the firm and Registration Number		
Telephone/Mobile and fax Number		
E mail address		
Name/s of partners		
Number of C.A./ICWA Employees		
Number of Law Graduate Employees		
Number of IT Professional Employees		
Number of Employees who have done DISA/CISA		
Name and contact details and E-mail Id of the Nodal Person.		
Name and Designation of the person authorized to make commitments to the Company: Name Designation Contact No Fax No Mobile No Email ID		
Presence and locations of offices in India		
Experience of the firm (or the resource firm to which it is attached) in the field under reference, implementation as a consultant. The relevant document / certificate should be enclosed.		
Details of Implementation of GST/Indirect Tax services		



provided by the firm to corporates in India		
Details of Implementation of GST / Indirect Tax services provided by the firm to banks in India		Details of credentials, with letter from respective organizations supporting the same. Give scope of work for each assignment.
Details of Implementation of GST/Indirect Tax services provided by the firm to Insurance companies in India		Details of credentials, with letter from respective organizations supporting the same. Give scope of work for each assignment.
Persons proposed to be assigned for the consultancy services and their profiles. Number of persons who are proposed to be associated for executing the assignment phase wise with names including that of leader. The Team Leader, once assigned to AIC should not be replaced except under very exceptional circumstances and always with the consent of AIC		Resume of the Identified team persons in the format enclosed- under Annexure G
Past Credentials of the consultant		
The Details of central statutory audit undertaken in General Insurance companies/banks		
Details of the similar works completed/under execution with the name and location of the client and number of their branches. Nature of Type of project, Services Delivered/ rendered, scope of the services provided, value/cost of the project and duration of the project. Contract Details from at least 3 PSU clients in BFSI domain with address and phone numbers		
Net Worth as on 31.03.2016		
Turnover of last 3 FY. 2013-14 2014-15 2015-16		



**AGRICULTURE INSURANCE COMPANY OF INDIA LIMITED**

Regd. Office: "AMBA DEEP" (13<sup>th</sup> Floor), 14, Kasturba Gandhi Marg, New Delhi - 110 001

Requirement from the AIC for Implementing the assignment such as administrative support, office space, equipment etc..		
Name, address and account Number of Bidder's banker		
Details of Bid amount paid through D.D. No. dated Bank/ Drawn on Branch Amount - Rs.		
PAN NO VAT NO SALES TAX NO SERVICE TAX REGN NO		
References of at least 5 major clients	Name Address Contact Phone No Email ID	
Any other information considered relevant.		

(Please attach separate sheets if space is not sufficient in any row)

Dated This -----day of -----2017

(Signature)

(In the capacity of)

Duly Authorised to sign proposal for and behalf of -----



**Annexure D**

(To be furnished in the Company's letter head)

**Commercial Offer**

(To be submitted in sealed envelope)

Date:

To,  
Deputy General Manager (Finance)  
Finance Department  
Agriculture Insurance Company of India Limited  
13<sup>th</sup> Floor, AMBA DEEP Building, 14, Kasturba Gandhi Marg,  
New Delhi - 110 001

Dear Sir/Madam,

We the undersigned offer to provide our Consultancy services for implementation of GST Act and Rules, in accordance with your RFP dated \_\_\_\_\_. Our Commercial Offer is for the sum of Rs. \_\_\_\_\_ (amount in words and figures). The amount is exclusive of all taxes.

Our Commercial offer shall be binding upon us and the same is also subject to modification resulting from contract negotiations, up to expiration of the validity period 120 days of the proposal.

Yours faithfully,

(Name & designation, seal of the firm)

Encl: Commercial offer in sealed envelope.



**Annexure E**  
**COMMERCIAL BID**  
(To be included in Commercial Proposal Envelope)

Dear Sir,

**Request for Proposal**

"RFP - Appointment of consultant for implementation of proposed GST Act and Rules

"Reference Number Finance Dept./2017/GST-CONS/19.07.2017" dated 19.07.2017

In terms of the above-mentioned RFP document we submit herewith the commercial bid (fees) for the assignment proposed by AIC as Consultant.

Amount	Total Consultancy Fee (Rs.)
In figures	
In words	

Note: All applicable taxes at the time of payment shall also be reimbursed by AIC.

Terms and Conditions -

- 1) The above quoted fee is for all the phases as laid out in RFP.
- 2) We undertake to deliver all the deliverables as in RFP document.
- 3) AIC will deduct tax (TDS) while releasing payment, as applicable in law.
- 4) In case of any necessary outstation visits, as approved by the Company, the travel, boarding, lodging and other incidental expenses would be reimbursed to us at actuals, subject to AIC norms (Manager Cadre).

Dated this                      day of                      2017.

(Signature)

(In the capacity of)

Duly authorized to sign Proposal for and on behalf of



## Annexure F

### Undertaking from the Bidder on their Company's letter head

We (and our employees and agents) shall not, unless AIC gives permission in writing, disclose any part or whole of this RFP document, of the proposal, and/or contract, or any specification, plan, drawing, pattern, sample or information furnished by the Company (including the users), in connection therewith to any person other than a person employed by the bidder in the performance of the proposal and/or contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance. The employees engaged by us will maintain strict confidentiality.

We (and our employees and agents) shall not without prior written consent from the Company make use of any document or information given by the Company, except for purposes of performing the Contract award.

In case of breach, the Company shall take such legal action as deemed fit.

Signature and seal of authorized person

Date:

Place:





**Annexure H**

(To be furnished in the Company's letter head)

Place:

Date:

**AUTHORIZATION LETTER FORMAT**

Date:

To,  
Deputy General Manager (Finance)  
Finance Department  
Agriculture Insurance Company of India Limited  
13<sup>th</sup> Floor, AMBA DEEP Building, 14, Kasturba Gandhi Marg,  
New Delhi - 110 001

Subject: Authorization Letter for attending the Bid Opening

Dear Sir/Madam,

This has reference to your RFP for appointment of Consultant for implementation of GST, Mr./Miss/Mrs. \_\_\_\_\_ is hereby authorized to attend the bid opening of the above RFP.

Dated \_\_\_\_\_ on \_\_\_\_\_ on behalf of our organization.

Specimen Signature of Representative

The specimen signature is attested below:

Signature of Authorizing Authority

Signature of Attesting Authority

Name of Authorizing Authority

Name of Attesting Authority



## Annexure: I

INTEGRITY PACT Between Agriculture Insurance Company of India Limited, having its Head office 13<sup>th</sup> Floor, AMBA DEEP Building, 14, Kasturba Gandhi Marg, New Delhi - 110 001 hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

and

-----  
-----  
(Description of the party along with address), hereinafter referred to as "The Bidder/Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

### Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for.....The Principal values full compliance with all relevant laws of the land, rules and regulations and the principles of economic use of resources and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

### Section 1- Commitments of the Principal

- 1.1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - 1.1.1 No employee of the Principal, personally or through family members, will in connection with the Tender/RFP for, the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - 1.1.2 The Principal will, during the Tender/RFP process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the Tender/RFP 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 Tender/RFP process or the contract execution.
  - 1.1.3 The Principal will exclude from the process all known prejudiced persons.
- 1.2. If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act, 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance office and in addition can initiate disciplinary actions.



## **Section 2- Commitments of the Bidder(s)/ Contractor(s)**

2.1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender/RFP process and during the contract execution.

2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principals employees involved in the Tender/RFP process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender/RFP process or during the execution of the contract.

The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any illegal or 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.

2.1.2 The Bidder(s)/Contractor(s) will not commit any penal offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition 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.

2.1.3 The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2.2. The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

## **Section 3 - Disqualification from Tender/RFP process and exclusion from future contracts**

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidders(s)/Contractor(s) from the Tender/RFP process or take action as per the separate "Guidelines for Suspension of Business Dealing with Suppliers/ Contractors" framed by the Principal.

## **Section 4- Compensation for Damages**

4.1. If the Principal has disqualified the Bidder(s) from the Tender/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.



- 4.2. 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 equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

### **Section 5 - Previous Transgression**

- 5.1. The Bidder declares 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/RFP process.
- 5.2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender/RFP process or the contract, if already awarded, can be terminated for such reason.

### **Section 6 - Equal treatment of all Bidders/ Contractors/ Sub-contractors**

- 6.1. The Bidder(s)/Contractor(s) undertake(s) to demand from his sub-contractors a commitment consistent with this Integrity Pact. This commitment shall be taken only from those sub-contractors whose contract value is more than 20% of Bidder's/ Contractor's contract value with the Principal.
- 6.2. The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 6.3. The Principal will disqualify from the Tender/RFP process all bidders who do not sign this pact or violate its provisions.

### **Section 7 - Criminal Charges against violating Bidders/Contractors/Subcontractors**

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

### **Section 8 - Pact Duration**

- 8.1. This Pact begins when both parties have legally signed it. It expires for the contractor 12 months after the last payment under the respective contract and for all other Bidders 6 months after the contract has been awarded.
- 8.2. 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 as above, unless it is discharged/determined by the AIC.



## Section 9 - Other Provisions

- 9.1. This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. NEW DELHI
- 9.2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 9.3. If the contractor is a partnership, this agreement must be signed by all partners.
- 9.4. 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.
- 9.5. Only those bidders/contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

For & On behalf of the  
Bidder/Contractor

For & On behalf of the Principal

(Office Seal)

(Office Seal)

Place

Place

Date

Date

Witness:

Witness:

(Name & Address)

(Name & Address)