



**Agriculture Insurance Company of India Ltd.**

**LIMITED TENDER DOCUMENT**

**VAN PUBLICITY & AWARENESS ACTIVITY IN MAHARASHTRA UNDER PMFBY & RWBCIS.**

No.: AIC/MH/Van Publicity /2022-2023/01

**NOTICE**

Agriculture Insurance Company of India Limited (hereinafter referred as AIC or The Company), invites sealed quotation (hereinafter called “the Tender”) in Two Bid-System from approved & eligible contractors/agencies of Autonomous bodies of State and Central Govt/GIPSA companies and other contractors/eligible Agencies (hereinafter called Agency/ies), certified to carry out publicity activities in various parts of Maharashtra state for the following work:

**Publicity activities through Van Publicity at Village Level in Districts of Maharashtra for minimum period of 5 days per season during Kharif 2022 and Rabi 2022-23 seasons.**

The tender Document (including Annexures) containing the details of scope of work, eligibility criteria, submission requirement and payment of remuneration etc. can be downloaded from the official website of the Company: [www.aicofindia.com](http://www.aicofindia.com) and Central Public Procurement Portal ([www.eprocure.gov.in](http://www.eprocure.gov.in))

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

***Regional Manager  
Agriculture Insurance Company of India Limited  
Mumbai Regional Office  
20th Floor, BSE Tower, Dalal Path, Fort, Mumbai -  
400 023***

Kindly note that the documents mentioned in the tender document are required to be compulsorily submitted with this Tender.

Failure to submit the required documents and Annexures along with tender may render the applicant ineligible for award of work order.

Any other document/information that may be required shall be submitted by the Applicant on demand of AIC.

For detailed specifications, terms and conditions including the timelines kindly refer to the tender document and for any updating / subsequent corrigendum / amendments on the tender, visit our website at [www.aicofindia.com](http://www.aicofindia.com). As no individual intimation will be sent, participants are advised to visit our website regularly.

Last date for submission of bid is on or before **21.07.2022 (5:45 PM)**. AIC will not review/consider any application if received after **last date of submission**.



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### **TENDER DOCUMENT FOR VAN PUBLICITY & AWARENESS ACTIVITY IN MAHARASHTRA UNDER PMFBY & RWBCIS**

#### **GENERAL TERMS & CONDITIONS**

This tender document is neither an offer letter nor a legal contract, but an invitation for bid. 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 officers of AIC.

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

The Company has planned to carry out Publicity activities in **18 districts of Maharashtra (Amravati, Aurangabad, Bhandara, Buldana, Gadchiroli, Jalgaon, Latur, Nandurbar, Osmanabad, Palghar, Raigarh, Sangli, Satara, Solapur, Washim, Yavatmal, Pune, Nanded districts)** through Van Publicity for minimum continuous period of 5 days during each of Kharif 2022 and Rabi 2022-23 season.

The Scope of Work encompasses the full responsibility (inclusive but not exhaustive) of the Successful bidder for the tendered work. However, it does not restrict the Company from seeking those or any other services from any other individual or organization, or from supervising the Successful bidder in any manner desired by the Company. The activities of the Successful bidder will be monitored and supervised by the Company or its representatives and would be the basis of satisfaction and payment.

The broad scope of work is as follows:

1. ADMINISTRATION – Planning the route(s) in sequence, day-wise timetable for publicity Van movement, specific product campaigns etc.
2. VAN FITMENT & ACCESSORIES –
  - The Publicity van shall be equipped with GPS system
  - Van model: Tata Ace or equivalent.
  - Fabrication of the Publicity van: Outer of the van shall be covered by 1-inch thick iron L -frame having multi-coloured star flex from both the sides. The printing material (contents only) for star flex will be provided by the AIC. The frame with star flex shall be adequately lighted so that the flex is visible at night.
  - Sound/PA system with Mike preferably with rechargeable battery with minimum playback of 3-4 hours.

PMFBY/RWBCIS or any other related publicity activities will be performed through these publicity vans.

The publicity van will provide services of awareness and publicity of Pradhan Mantri Fasal Bima Yojna (PMFBY) and Restructured Weather Based Crop Insurance (RWBCIS) or any other related publicity for AIC to the farmers by playing of Audio advertisements/jingles, distribution of pamphlets/handbills/brochures etc. AIC shall provide the contents of audio/jingles to be played in PA system and publicity material (pamphlets/handbills/brochures, etc.) to be distributed.



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3. PROJECT DURATION – The project duration will be for a period of minimum 5 days each season during Kharif 2022 and Rabi 2022-23 seasons.
4. Total Number of Publicity Van: AIC will require 18-36 publicity vans in total, to be plied in above mentioned districts. The exact number of publicity vans shall be informed at the time of award of work and issuance of work order/letter of award along with the dates of plying the publicity van. However, the total number of publicity van to be required shall not be less than 18 (Fifteen) in total Kharif and Rabi season.
5. INSURANCE – Comprehensive Insurance for all elements of Project implementation including installations and personnel during the Project duration shall be the sole responsibility of the SUCCESSFUL BIDDER.
6. MAINTENANCE – Entire maintenance of Publicity van, GPS, Audio equipment etc. shall be the sole responsibility of the Successful bidder and AIC shall not be liable to pay any extra charges on account of maintenance of the publicity van.
7. BRANDING – The contents for printing of star flex shall be provided by AIC and the successful bidder shall be responsible for printing and installation of the same on the publicity van. The distribution materials for publicity shall be provided by the AIC.
8. DRIVER & INFORMATION PROVIDER – Engagement, training and remuneration of driver & information provider / supervisor to be provided by successful bidder. Information provider / supervisor to be provided with a mobile phone having camera of at least 5 megapixels by successful bidder within 3 working days of award of work. Information provider / supervisor must be at least graduate and Marathi/Hindi speaking.
9. PERMISSIONS & CERTIFICATES – Arranging for necessary permissions from the appropriate Authorities for plying of Publicity van and parking it at the places required; necessary Certificates from Authorities to run the Publicity van, Pollution Certificate from the concerned authorities, etc. Any delay in procuring the permission shall be the sole responsibility of the successful bidder.
10. MONITORING, SUPERVISION AND CONTROL – of Driver, Van movement etc., GPS Tracking the movement of Van shall be done through various means, as detailed hereafter.
11. REPORTS, DOCS, PICTURES, CERTIFICATIONS – submission and analysis of standard and regular Reports on activity and status on weekly basis to Mumbai RO through email; major Reports as asked for by AIC to be submitted in soft copy or signed hard copy to a reasonable extent. Other documents, photos, certifications etc. as asked for by AIC.
12. RUN – The Publicity van shall be running for minimum period of 5 days from the date of start of the work as mentioned in the work order/letter of award. The publicity van shall cover a distance of minimum 500 km for 5 days @ approx. covering 8-10 villages per day, in the districts mentioned above in state of

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Maharashtra. The Kms shall be counted from garage to garage for which the successful bidder shall give the details of the garage in each district/Tehsil in case of work order at tehsil level, within 2 days of award.

**B. MONITORING & CONTROL -**

**Milometer** - The Milometer is the mechanical log of the kilometers traveled and shall be recorded in the manual Track Register.

**Track Register** – The manual Track Register shall be in the following format:

**A. Master Register**

Date	Start time from garage	Milometer reading (at Start)	End time at Garage	Milometer reading (at end)

Signature of Driver

**B. Register for Village Visited**

Date	Name of the village Visited	Reach Time	Leave Time	No. of Queries entertained

Signature of Information Provider /supervisor

**C. Publicity Report**

Date	Name of the Village	Name of the querist	Mobile Numbers	Query	Response to query	Signature of querist

Signature of Information provider

**The successful bidder shall submit all the above three reports weekly by E- Mail to RO Mumbai.**

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**Global Positioning System (GPS)** - GPS is a space-based satellite navigation system that provides location and time information in all weather conditions. AIC can track the live Van movement and may crosscheck the same with the weekly report. Past Van movement details can also be traced. All publicity vans to be provided shall have installed GPS.

Photos:

Successful bidder shall take photos of each village along with time & date and with GPS coordinates and submit the same at the time of submission of the bills along with the copy of weekly reports.

**Miscellaneous** - Apart from the above mandated controls, AIC may send its authorized representative at any time for inspection.

### **C. TECHNICAL SPECIFICATIONS OF INFRASTRUCTURE & WORKMANSHIP**

#### **Technical Specifications:**

The Work shall conform to the technical specification as below: -

<b>Sr. No.</b>	<b>Particulars</b>	<b>Technical Specification</b>
1	Van model:	Tata Ace or equivalent
2	Driver	Valid Driving License with 3 years driving experience
3	<u>Information provider/supervisor</u>	<u>Graduate and Marathi Language speaking</u>
4	Fabrication of the publicity van	Outer of the van shall be covered 1 Inch thick iron frame (L Shaped) having multi-colored star flex from both the sides. The printing material (contents) for star flex will be provided by the AIC. The frame with star flex shall be adequately lighted so that the flex is visible at night.
5	Sound system with Mike	Branded and good quality, preferably with rechargeable battery with minimum playback of 3-4 hours
6	GPS	Compulsorily installed and should of good quality
8	Publicity material for distribution	Pamphlets/handbills/brochures etc will be provided by AIC

### **D. 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/NGO's/Co-operative Societies **only**.
2. Experience/Financial Strength:
  - 2.1 The Agency should be equipped with adequate infrastructure and manpower and must have been in operation since last 3 years from the date of issuance of this Tender.
  - 2.2 The agency shall have annual average turnover from **publicity activities** of



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minimum Rs. 30 Lakhs for last 3 financial years i.e. FY 2021-22, 2020-21, and 2019-20.

- 2.3 The Agency should have earned net profit during any 2 out of last 3 years i.e. FY 2021-22, 2020-21, and 2019-20.
- 2.4 The Agency should have satisfactorily completed at least one similar work i.e. Van Publicity having single order value of not less than 5 lakh value in previous 03 years i.e., FY 2021-2022, 2020-21, and 2019-20.
3. The Agency should not have been blacklisted/ debarred by any of Government Department, PSU's and Autonomous bodies of State and Central Govt

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

- a. The Agency should be in operation for minimum 2 years from the date of issuance of this tender.
- b. The Agency shall have annual average turnover of minimum Rs. 15 Lakhs for last 2 financial years i.e FY 2021-22 and 2020-21.
- c. The Agency should have satisfactorily completed at least one similar work during the last 2 years of minimum single value of Rs. 2.5 lakh.
- d. The Agency should have earned net profit during any 1 out of last 2 years i.e. FY 2021-22 and 2020-21.

### **E. DOCUMENTS TO BE FURNISHED WITH THE TENDER DOCUMENT:**

Documents mentioned in the Annexure A i.e. Technical Bid have to be mandatorily submitted. Failure to submit the required documents along with tender shall render the applicant ineligible for opening of financial bid.

### **F. PROCEDURE FOR SUBMISSION OF QUOTES:**

The document can be downloaded from AIC's website <https://www.aicofindia.com> & [www.eprocure.gov.in](http://www.eprocure.gov.in).

The tender shall be submitted in two bid system i.e. Technical Bid and Financial Bid.

#### **a) Cover cum undertaking Letter:**

Cover cum undertaking letter as per Annexure D shall be printed and duly signed on bidder's letterhead.

#### **b) Technical Bid:**

Technical Bid to be submitted will be as per Annexure A. The duly filled annexure A 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 a "Technical Bid". The bidders shall not give any financial information in the technical bid, failing which their bids are liable to be rejected

#### **c) Financial Bid:**

Financial bid shall be submitted as per Annexure B.

Financial Bid duly filled as per Annexure- B to be kept in a separate sealed envelope marked a "Financial Bid".

#### **d) Tender Application Fee and Earnest Money Deposit (EMD)**



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The bidder shall submit non-refundable amount of Rs 1,000/- (Rupees One Thousand only) towards tender application processing fee before the time of submission of the tender. The application fee shall be through RTGS in the following bank account:

<b>Axis Bank</b>	<b>Branch Fort Mumbai</b>
<b>A/c Name</b>	<b>AIC OF INDIA, EXPENSES OF MANAGEMENT A/C</b>
<b>IFSC</b>	<b>UTIB0000004</b>
<b>A/C</b>	<b>004010200163101</b>
<b>(Bank Details of Mumbai RO)</b>	

Bidders shall also have to furnish, as part of bid, interest free EMD/bid security for an amount of **Rs. 50,000/- (Rupees Fifty Thousand only)** to be preferably remitted electronically through NEFT/RTGS/IMPS or Bank Guarantee valid up to 30 days from the last date of submission of the tender on or before the last date and time fixed for bid submission in the AIC Bank details as mentioned above.

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.

The successful bidder's EMD will be discharged upon the bidder's acceptance of the award of contract and furnishing the performance guarantee as mentioned in the tender.

The EMD may be forfeited:

- 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.
- In the case of a successful bidder if the bidder withdraws or amends the tender or impairs or derogates from the tender or fails to provide PBG.

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

Both the envelopes containing Technical Bid and Financial Bid along with cover cum undertaking letter should be submitted in another bigger envelope super-scribed as **“Tender for Van Publicity: 2022-23” along with the tender application fee and EMD payment details as mentioned above.**

**G. SCHEDULE OF DATES FOR TENDER:**

<u>Date of Tender</u>	<b>15<sup>th</sup> July, 2022</b>
<u>Last date and time for submission of the tender</u>	<b>19<sup>th</sup> July, 2022 at or before 05:00 PM</b>
<u>Opening of the Technical Bid</u>	<b>19<sup>th</sup> July, 2022 at 05:30 PM</b>
<u>Opening of Financial Bid of technically qualified Bidder</u>	<b>20<sup>th</sup> July, 2022 at 05:00 PM</b>
<u>Declaration of the Successful Bidder</u>	<b>20<sup>th</sup> July, 2022 at 05:30 PM</b>
<u>Submission of the Performance Security by the successful bidder</u>	<b>22<sup>nd</sup> July, 2022 at 10:30 AM</b>
<u>Submission of execution plan by successful bidder</u>	<b>22<sup>nd</sup> July, 2022 at 02:30 PM</b>
<u>Issue of the Work Order</u>	<b>22<sup>nd</sup> July, 2022 at 03:30 PM</b>
<u>Start of Van publicity</u>	<b>25<sup>th</sup> July, 2022</b>
NOTE: any change in the schedule shall be notified on the website of the company 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	

**H. EVALUATION PROCESS:**

- a. A committee headed by Regional Manager shall oversee the tender process and declare the successful bidder as per the tender process.
- b. Complete tender along with all required Annexure's and other required documents is to be submitted at the addresses mentioned. In case the documents are not attached with the technical bid or are inconsistent with technical bid, such bid shall be rejected.
- c. After receipt of tender, the designated Committee will scrutinize the same based on tender document and the documents provided by the bidder. Incomplete bids with mismatched profiles and/or incomplete documents will be rejected.
- d. 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 and found as 'fit and proper' in the light of the nature of work, a decision to declare such bid as technically qualified will be recorded. Mere fulfilling eligibility criteria does not confer any right on the part of the applicant to be declared as technically qualified and the decision of the designated committee shall be final in this regard.
- e. No further queries shall be entertained for the Bidders whose bid is rejected for any reason whatsoever.
- f. Bidders whose bid is technically qualified shall be eligible for the opening of the financial bid. The financial bid shall be opened at the time and place mentioned hereinabove.
- g. The bidder who has quoted the minimum rate per van for 5 days shall be declared successful bidder and based on fulfilment of the tender requirement, will be awarded work order.





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- h. In the event two or more bidder has quoted the same monthly rate and the rates offered by them is the lowest one, then the quantity shall be distributed in equal proportion between such bidders. However, it is clarified that the distribution of the actual site/location shall be as per the discretion of the AIC and such bidders hereby undertakes to not to raise any objection in this regard.
- i. **The successful bidder shall furnish a performance security of Rs 1,00,000/- (Rupees One Lakh Only) by way of Demand Draft/RTGS or Bank Guarantee in the favour of “Agriculture Insurance Company of India Limited”.** In the event the successful bidder fails to submit the performance security within the stipulated time, the L2 may be awarded tender on L1 rates, subject to submission of performance security. If the L2 is not willing to take the tender at L1 rates, then L3 may be asked to take the tender at L1 rates and so on.
- j. After the submission and acceptance of the performance security, AIC shall issue the work order in the favour of the successful bidder.

### **I. FORFEITURE OF PERFORMANCE SECURITY:**

The performance security of the successful bidder may be forfeited if the successful bidder fails to execute the work as per the timeline (or extended timelines with or without penalty) or the performance of such bidder is not up to the mark as per decision of AIC or if there is a breach of the tender terms and conditions and the same is not rectified within the time frame mentioned by AIC.

The performance security of the successful bidder shall be returned within 60 days after successful completion of the entire work to the satisfaction of the AIC.

The performance security shall bear no interest. The Performa of the Bank Guarantee is annexed as **Annexure C**. The Bank guarantee towards performance security shall remain valid beyond 60 days after the stipulated date of completion of entire work. The forfeiture of PBG shall not waive the right of AIC to terminate the successful bidder.

### **J. EXECUTION OF THE AWARDED WORK ORDER:**

- a. The successful bidder shall ply the publicity van for minimum 5 days from the date of start of the work for each of Kharif 2022 and Rabi 2022-23 season, as mentioned in the work order. The van shall cover minimum 100 km in 1 day covering @ 8-10 villages per day, in the districts mentioned above in the state of Maharashtra. The van shall ordinarily run for 08 hours a day from 10:00 AM to 06:00 PM.
- b. As the work has to be done at various locations, the successful bidder shall share the execution plan for the execution of the work for the approval of the AIC. AIC as per its discretion and in consultation with successful bidder may change the execution plan to suit its own requirement and the successful bidder shall abide by the same.
- c. In case of non-operation of the vehicle for a day/days or part thereof due to breakdown of the vehicle or reasons beyond the control of the successful bidder such as delay in granting of the permission by respective authorities,



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- holidays etc., the total minimum KMS as per approved execution plan shall be completed before the last date of the work order.
- d. In the event the successful bidder fails to run the publicity van for the minimum kms as mentioned hereinabove within the 5 days as mentioned in the work order, additional 5 days will be granted for completion of the work provided a penalty @1% (of the value of work order of 5 days per season) per day shall be levied for period over and above the 5 days. However, if the minimum kms are not completed within extended 5 days, the successful bidder shall be paid as per the total actual Kms run after deduction of 10% penalty in total on the value of work order of 5 days per season.
- e. The successful bidder shall inform the AIC after the minimum kms of 100 are about to over in advance of 3 days. AIC, in its sole discretion shall decide to run the vehicle for more Kms on the per km proportionate payment to the successful bidder.

### **K. PAYMENT TERMS**

The successful bidder shall not be paid any advance on any account. The successful bidder shall be paid as per the bill submitted for after plying publicity van for 5 days. The Bidder shall submit the weekly reports as mentioned above in hard copy at the time of submission of bill along with the proof like photo with date, location of the work done etc. AIC may cross check the same and the payment will be made within 30 working days after the bills are approved in every aspect. The payment shall be subject to deduction of TDS as per applicable laws. No interest shall be payable on the amounts withheld, under the terms of the work order

### **L. OTHER TERMS & CONDITIONS**

1. VAN RELATED:
- The Successful bidder shall always have the sole and full responsibility of safe custody of the Van including its installations and to keep the Van in the best operational condition.
  - Van will travel to locations as per the approved execution plan.
2. DRIVER & INFORMATION PROVIDER RELATED:
- AIC will have the right to request for change of Driver /Information Provider/supervisor in the event of their inefficiency/misbehavior/rash driving/misconduct etc.
  - The Driver and Information Provider should be available exclusively at any time of the day during the execution period as per the work order.
  - The Police verification for the Driver and Information Provider/supervisor is to be provided.
  - The Successful bidder will make its own arrangements to take care of Driver and Information Provider, including their safety and security at all times, one of the necessary measures being comprehensive insurance for them.
3. TENDER RELATED:
- No separate contract will be executed. The tender terms as mentioned herein read with the work order to be issued/award of the tender to the successful bidder shall form the binding contract between AIC and the

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- successful bidder. The tender and resultant work order shall be interpreted under the Indian laws.
- b. AIC can terminate the arrangement by issuing 15 days' notice without assigning any reason.
  - c. In case of any doubt with regards to the Tender process, the decision of AIC shall be final and binding.
  - d. The work shall be carried out in accordance with the Central/State guidelines issued with respect to Covid-19 and AIC shall not be responsible for any consequences in case of default of the same.
4. The bidder is expected to examine all instructions, forms, terms and conditions and specifications in the tender document. Failure to furnish complete information as required with reference to the tender document may result in rejection of the bid.
  5. AIC reserves the exclusive right to make any amendments / changes or cancel any of the above or all actions related to this tender as per its requirement or as a part of clarification of the tender terms and conditions. Such amendments will be uploaded on the Company's website and no individual intimation will be sent.
  6. AIC shall not be responsible for non-receipt / non-delivery of the tender documents due to any reason whatsoever.
  7. AIC requires that bidder/contractors shall observe the highest standard of ethics during the execution of tender work. AIC will reject a proposal for award, if it determines that successful bidder has engaged in corrupt or fraudulent practices in competing for the tender in question. It will declare a firm ineligible either indefinitely or for a stated period of time at any time if AIC determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the AIC tender work.
  8. In an unfortunate event of road accident of publicity van, it is understood and acknowledged by all the Bidders that AIC assumes no liability and shall not be held responsible in any manner whatsoever in this regard. Bidder shall take all precautions and comply with all statutory requirements for this purpose. In such an event successful bidder shall replace the Van at the earliest with due consultation with AIC.
  9. **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 is 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 Mumbai and the language used will be English. Each party shall bear their own cost in this regard.
  10. **JURISDICTION**  
The Courts at Mumbai shall be having the jurisdiction for the purpose of any



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adjudication where some dispute/difference remain unresolved in spite of arbitration.

**11. RIGHT TO MODIFY OR RELAX:**

AIC reserves the right to modify and/or relax any of the terms and conditions of the tender/contract.

**12. The successful bidder shall be solely responsible for compliance of various statutory obligations as may be applicable to the nature of the tendered work including but not limited to various Motor Vehicle Act, Minimum wages Act, Shop and Establishment Act, other Labour Laws etc. AIC assumes no responsibility in this regard.**

**13. FORCE MAJEURE:**

If the performance of any party to the tender is prevented, restricted, delayed or interfered by reason of fire, explosion, cyclone, flood, war, revolution, blockage or embargo, any law, order, proclamation, ordinance, demand or requirements of any Government or authority, strikes, shutdowns or labour disputes which are not instigated for the purpose of avoiding obligations herein, or any other circumstances 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 provided that the party so affected uses its best efforts to remove such cause of non-performance and when removed the party shall continue performance with utmost diligence. 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 one month the tender may be terminated at the discretion of the AIC. Termination under such circumstances will be without any liability on either side. However, the dues for completed work shall be paid by AIC.

**14. QUALITY ASSURANCE – MATERIALS AND WORKMANSHIP:**

The successful bidder shall carry out and complete the work in every respect in accordance with the tender. The Officer nominated by AIC may issue, from time to time, further detailed instructions/directions in writing to the successful bidder. All such instructions/directions shall be consistent with the tender documents and should be reasonably inferable therefrom, along with clarifications/ explanations thereof, if necessary.

AIC through its nominated officer, shall have full powers to reject any materials or work due to a defect therein for not conforming to the required specification, or for materials not being of the required quality and standard or for reasons of poor workmanship or for not being in accordance with the sample approved by him. The successful bidder shall forthwith remedy the defect/replace the materials at his expense.

**15. 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.

**16. CONDITIONAL BIDS/OFFER:**

Any conditional bid or counteroffer shall be liable for rejection. The bidder



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shall accept the bid in entirety and in the event any terms is not accepted, or the bid is submitted with any conditions, such bid shall be liable for rejection. The bidders shall quote per month per van rates which shall be applicable for all the districts the successful bidders shall be awarded the work of plying publicity van for all the districts.

17. **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. No separate contract shall be executed with the successful bidder.

18. **COMPENSATION FOR DELAY:**

If the successful bidder fails to maintain the required progress in terms of agreed execution plan, the successful bidder shall, without prejudice to any other right or remedy available under the law to AIC on account of such breach including termination of the tender, pay as compensation (Liquidated Damages) @ One percent (1%) of the tender awarded value of each season (i.e., 5 days) per day of delay. The aggregate of such compensation/compensations shall not exceed 10 (ten) percent of the total value for work order per season wise (Rates per Van for 5 days X Number of Van ordered for single season)

19. **ACCESS TO THE WORK:**

The Officer nominated by AIC and any person authorized by AIC shall at all times have access to the works and to all locations and places where the publicity van is plying. The authorized representative from AIC may at any time visit the works underway and issue necessary instructions to the successful bidder representative for compliance.

20. **ROUTINE INSPECTION OF WORK:**

The officer nominated by AIC may make routine inspections of all work included in the tender, or any portion thereof, of the tender, at any given point of time. If the work is not acceptable to the Officer nominated by AIC at the time of such inspection, he shall inform the successful bidder in writing as to the particular defects to be remedied.

21. **PARKING OF VANS AND STORAGE OF MATERIALS:**

The proper parking of publicity vans and storage of materials is entirely the responsibility of successful bidder, and the same shall be so stored as to ensure the preservation of the safety, quality and fitness of the work. AIC assumes no responsibility in this regard.

22. **MEASUREMENT OF KMS:**

The KMS shall be measured as per the track register maintained (garage to garage in District/tehsil in case of award of work order at tehsil level) and can be crosschecked with GPS location.

23. **TERMINATION:**

AIC shall, in addition to other remedial steps to be taken as provided in the conditions of tender be entitled to cancel the work order in full or in part, if the successful bidder:



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- a. Makes default in proceeding with the works with due diligence and continues to do so even after a notice in writing from the Officer nominated by AIC, then on the expiry of the period as specified in the notice.
- b. Commits default/breach in complying with any of the terms and conditions of the tender and does not remedy it or fails to take effective steps for the remedy to the satisfaction of the Officer nominated by AIC.
- c. In case of successful bidder has become insolvent or has initiated the process of insolvency.
- d. It is clarified that the approved bills up to the effective date of termination will be paid as per the tender payment terms.

AIC can also terminate the work under the tender by giving 15 days' notice, with or without any reason.

The Successful bidder can terminate the work order if AIC fails to abide by the payments terms as mentioned in the tender provided successful bidder shall give a notice of 15 days for rectification of the same.

### 24. VALIDITY OF THE BID:

The bid shall be valid for **90 days** after the date of opening of the financial bid.

### 25. 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 will indemnify AIC for any claims/damages arising in the course of usage of vehicle like thefts, accidents, damages to life and property of third party etc.
- c. 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.
- d. Van shall be used for the purposes mentioned in the tender only. Successful bidder shall use the van strictly in accordance and adherence with the applicable laws of the land and in no event shall use the same for any illegal, unlawful, immoral activities. Any liability arising out of the usage of the van outside the purview of the tender and /or in violation of any law shall be solely attributable to Successful bidder and AIC shall not be responsible for the same. Any liability while carrying out the tendered work shall solely rest with the successful bidder only.

### 26. LIMITATION OF LIABILITY:

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

- a. Subject to the above and unless otherwise stated in this tender, the maximum aggregate liability of the Bidder shall be, regardless of the form of claim, shall be the total contract value.
- b. Notwithstanding anything mentioned in this Tender document, the



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Breach of indemnity clause including any third-party liability due to loss of life shall be excluded from purview of limitation of liability.

However, the following shall be excluded from purview of limitation of liability.

- Breach of Confidentiality
- Breach of Intellectual Property
- Breach of gross negligence, and
- Breach of willful misconduct
- Breach of indemnity clause including any third-party liability

27. **CLARIFICATIONS:**

Any clarity with regard to the tender shall be given by Regional Manager, AIC, Mumbai, whose decision shall be final and binding.



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### ANNEXURE A TECHNICAL BID FOR QUALIFICATION OF AGENCIES

SN	PARTICULARS	DETAILS
1.	Name of the Agency	
2.	Office Address	
3.	Status of the Agency (Whether A firm/company/body registered or incorporated in India. It shall be a Government Organization/Public Sector Unit/Partnership Firm/Limited Liability Partnership (LLP)/Private Limited Company/ Public Limited Company/NGO/Co-operative Societies ONLY)	
4.	Name and Mobile no. of the Authorised Person who will be responsible for bid submission and will be a single point of Contact.	
5.	Name of Contact Person: Landline no:                              Mobile no:	
6.	E Mail Address and website address, if any:	
7.	Annual Average turnover for past 03 years i.e. 2019-20, 2020-21 & 2021-22)	
8.	GSTIN Number AND Registration Number	
9.	PAN No. of the Agency	
10.	No. of year(s) of experience in the field	
11.	Detail of similar assignments handled	
12.	Name of companies for which similar work has been done in previous years	
13.	Detailed Strength of staff handling the work assignment in the agency	
14.	Any other relevant information	

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

- i) Copy of Registration of firm/establishment/company.
- ii) Copies of turnover certificate and profit loss statement (audited balance sheet AND CA certificate as per Annexure E) for the latest Three Years (2021-22, 2020-21 and 2019-20). If accounts for FY 2021-22 not finalized, provisional balance sheet turnover figure duly signed by CA may be mentioned.
- 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 order and completion certificates**) mentioning the details of similar work executed by Bidder.
- vi) Authorization letter to sign and submit the Bid.
- vii) Non blacklisting declaration declaring that the firm has not been blacklisted by any of Government Department, PSU's and Autonomous bodies of State and Central Govt., as per annexure D.
- viii) Certificate of MSME and startups (if applicable) to be enclosed.
- ix) Signed copy of integrity pact as per attached format in Annexure - F

(Signature and seal of the authorized signature)

Place:

Date:





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[On the letter head of the Bidding Agency]

**ANNEXURE B**

**FINANCIAL BID**  
**FOR VAN PUBLICITY IN**  
**MAHARASHTRA FOR PMFBY & RWBCIS**  
**KH & RABI 2022-23 PUBLICITY**

Name of Work: Van Publicity

The Financial Bid shall be as per the table below. For all quotes, all applicable Taxes shall be extra.

**PER VAN RATE FOR 5 DAYS**

<b>SN</b>	<b>Particulars</b>	<b>Amount (Excluding GST) in words</b>	<b>Amount (Excluding GST) in figures</b>
1	Hiring charges per Van (GPS ENABLED) including:  a) Van Running Cost with fuel, maintenance, wear and tear, toll/state tax, parking, storage of materials etc. b) Remuneration including reimbursements, incentive, etc. for Driver and Information provider/supervisor for 5 days c) Other operating as well as fixed expenses per van including Road permits, insurance etc.		
2	Fabrication cost per van including branding of the publicity Van including iron frame and Outer flex charges (as mentioned in tender document) and Cost of PA/Sound system with Mike and GPS per Van		
3	<b>Total Consolidated Charges for running 500 KMs in 5 days per van (Total of Point 1 and 2)</b>		

**NOTE:**

1. L-1 rate shall be arrived at only by comparing total consolidated charges for running 500 kms in 5 days per van (Point no. 3 in above table).
2. In the event Van runs more than specified KMs (with due consent of AIC), then only Hiring charges shall be payable (as per Point 1 in above table) as per following formula:

$$[(\text{Hiring charges mentioned under Point No. 1})/5]/100$$

Here, 5 is no. of days and 100 km is per day running of van.



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The outcome of the above formula shall be paid as per KM additional running cost over and above 500 KM in 5 days.

3. In the event Van runs for more than 5 days then per day cost would be arrived at by dividing total consolidated charges (Point No. 3 of above table) by 5 for first 100 KM running in each additional day. Extra KM running during additional days shall be paid as per Point No. 3
4. The Charges mentioned above shall be inclusive of all items as mentioned in the scope of work and any other items/expenses of any nature including but not limited to refreshment /phone/ internet/ accommodation /mobilization charges/ labour charges etc. Only GST shall be paid extra as per actuals.
5. The rate quoted by the bidder should be firm, final and valid throughout the completion of the work.
6. All prices must be mentioned both in figures and words. The bidder must make sure that there is no discrepancy between the two. In case of discrepancy, the rates mentioned in the words will be taken for consideration
7. The charges mentioned above shall be on the assumption that the van will be running 500 Kms in specified district/tehsil in 5 days, which shall be the minimum guarantee of running in KMS.
8. AIC shall not pay to and fro charges in deploying vans in requisite districts/Tehsils if garage is located out of district/state.

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 has to be agreed upon by me/us.

Date: \_\_\_\_\_

Signature & seal of Authorized person: \_\_\_\_\_

Name of Authorized person: \_\_\_\_\_

Designation of Authorized person: \_\_\_\_\_



**Agriculture Insurance Company of India Ltd.**

**ANNEXURE C**  
**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 i.e., Agriculture Insurance Company of India Limited, Agriculture Insurance Company of India Ltd.

Mumbai Regional Office, 20th Floor, BSE Tower, Dalal Path, Fort, Mumbai- 400 023 the amount of **Rupees 2,50,000/-** (Rupees Two Lakhs and Fifty Thousand only)) 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



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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:



**Agriculture Insurance Company of India Ltd.**

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

To,

Date:

**Regional Manager**  
**Agriculture Insurance Company of India Ltd.**  
**Mumbai Regional Office**  
**20th Floor, BSE Tower, Dalal Path, Fort, Mumbai- 400 023**

Dear Sir,

**Sub: Tender Publicity activities through Van Publicity at Village Level in 18 districts of Maharashtra.**

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 bid.

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



**Agriculture Insurance Company of India Ltd.**

**ANNEXURE-E: ANNUAL TURN OVER AND PROFIT/LOSS STATEMENT**  
**(TO BE FURNISHED IN THE LETTER HEAD OF THE AUDITOR/CHARTERED**  
**ACCOUNTANT)**

The annual turnover and profit/loss statement for the past three financial years of M/s\_\_\_\_\_ (name of firm/establishment/company) are given below and certified that statement is true and correct.

Sl.no.	Year	Turnover in Rs. from Publicity Activities	Profit/loss
1.	2019-20 (FY)		
2.	2020-21 (FY)		
3.	2021-22 (FY)		

Average Annual turnover (for the above three years) in (Rs.) \_\_\_\_\_

Date:  
Place:

Signature of Auditor/Chartered Accountant  
(Name of Auditor/Chartered Accountant)

Seal:

Membership No.:  
Registration No. of firm:  
UDIN no:

**Note: To be issued in the letter head of Auditor/Chartered Accountant mentioning the membership no.**



**Agriculture Insurance Company of India Ltd.**

**Annexure- F: INTEGRITY PACT**  
**(ON BIDDER'S LETTER HEAD)**

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 Van publicity activities of the Company. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s).

In order to achieve these goals, the Principal has appointed Independent External Monitor (IEM) who will monitor the bid process and the execution of the contract for compliance with the Principal mentioned above. This project will be reviewed by following Independent External Monitors.

--	--

**Section 1 – Commitments of the Principal**

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

**Section 2 – Commitments of the Bidder(s)**

1. The Bidder(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Bid process and during the contract execution.
  - a. The Bidder(s) will not directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the RFP process or the execution of the contract



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or to any third person any material or other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the RFP process or during the execution of the contract.

- b. The Bidder(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c. The Bidder(s) will not commit any offence under the relevant IPC / PC Act, further the Bidder(s) will not use improperly, for purposes of competitive or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d. The Bidder(s) of foreign origin shall disclose the name and address of the Agents / representatives in India, if any. Similarly, the Bidder(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the “ Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments will be made in Indian Rupees Only.
  - e. The Bidder(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
  - f. Bidder(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
2. The Bidder(s) will not instigate third persons to commit offences outlined above or be an accessory to the offences.

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

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

### Section 4 – Compensation for Damages

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

### Section 5 – Previous transgression

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





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### Section 6 – Equal treatment of all Bidders

1. In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub- contractor.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
3. The Principal will disqualify from the RFP process all bidders who do not sign this Pact or violate its provisions.

### Section 7 – Criminal Charges against violating Bidder(s)

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

### Section 8 – Independent External Monitor / Monitors

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



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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)

