

TENDER DOCUMENT

PMFBY AND RWBCIS AWARENESS & PUBLICITY DRIVE IN UTTAR PRADESH THROUGH VAN PUBLICITY

No.: AIC/LKO/Van Publicity-1/2020

NOTICE

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

Publicity activities through Van Publicity at Village Level in 37 districts of Uttar Pradesh for the period of 2 Years 06 months(Season Rabi-2020-2021, Kharif 2021, Rabi 2021-2022, Kharif 2022 and Rabi 2022-2023).

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 and on Central Public Procurement Portal i.e 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
5th Floor, “Jeevan Bhawan”, Naval Kishore Road,
Hazratganj, Lucknow-226001**

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 shall 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 updation/subsequent-corrigendum/amendments on the tender, visit our website at www.aicofindia.com. As no individual intimation will be sent, participants are advised to visit our website regularly.

Last date for submission of Quotation is on or before 2nd December 2020. AIC will not review/consider any application if received after **11.00 AM on** 2nd December 2020.

GENERAL TERMS & CONDITIONS

This tender document is neither an offer letter nor a legal contract, but an invitation for quotation. No contractual obligation on behalf of the AIC whatsoever shall arise from this tender process unless and until a formal Work Order is issued by duly authorized officers of AIC.

A. BROAD SCOPE OF WORK

The Company has planned to carry out publicity activities in **37 districts** (Baghpat Bulandshahr, Gautambuddhnagar, Ghaziabad, Hapur, Jhansi, Muzaffarnagar, Meerut, Saharanpur, Shamli, Agra, Aligarh, Banda, Etah, Firozabad, Hathras, Kasganj, Mainpuri, Mathura, Azamgarh, Ballia, Deoria, Gorakhpur, Kushinagar, Mahoba, Mahrajganj, Mau, AmbedkarNagar, Amethi, Bahraich, Balrampur, Barabanki, Chitrakoot, Faizabad, Gonda, Shrawasti and Sultanpur) of Uttar Pradesh through Van Publicity.

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.
 - The per month cost of running the publicity van shall include the running Cost (Fuel) including, Toll/State Tax and wear & tear of the publicity van or any other related expenses.
 - Fabrication of the Publicity van: Outer of the van shall be covered by 1-inch thick iron frame having multi-colored 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.

3. PROJECT DURATION – The project duration will be for a period of 2 years 06 months (05 seasons) which may also be further extended for a period of 01 year (i.e. 02 seasons) as per requirement of AIC, on the same rates as quoted by successful bidder. However, the van publicity shall be done minimum one times in a season for the period of 20 days (20 days each for Rabi and Kharif Season) from Rabi 2020-21 season onward.
4. Total Number of Publicity Van: It is likely that AIC may require 1 publicity van each for every 37 districts as mentioned above. However, the exact number of the 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 37.
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 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 10 working days of award of work. Information provider / supervisor must be at least graduate and 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 Regional Office Lucknow 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 20 days from the date of start of the work for each Rabi and Kharif season as mentioned in the work order/letter of award. The One Publicity van shall cover a distance of minimum 150 km in a day and coverage of approx. 12-15 villages in concerned districts of the state of Uttar Pradesh.

The Kms shall be counted from garage to garage for which the successful bidder shall give the details of the garage in each district within 10 days of award.

Sealed bids are invited from approved & eligible contractors/agencies of Autonomous bodies of State and Central Govt/GIPSA companies and other contractors/eligible Agencies for the above work as per the terms and conditions of this tender.

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) |
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| Signature of Driver | | | | |

B. Register for Village Visited

| Date | Name of the village Visited | Reach Time | Leave Time | No. of Queries entertained |
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| 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 |
|-----------------------------------|---------------------|---------------------|----------------|-------|-------------------|----------------------|
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| Signature of Information provider | | | | | | |

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

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:-

| Sr. No. | Particulars | Technical Specification |
|----------------|-------------------------------------|---|
| 1 | Van model: | Tata Ace or equivalent |
| 2 | Driver | Valid Driving License with 3 years driving experience |
| 3 | Information provider/supervisor | Graduate and Hindi Language speaking |
| 4 | Fabrication of the publicity van | Outer of the van shall be covered 1 Inch thick iron frame covered with multi-coloured 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 any of the legal entities as under:
 - a. A Propriety Concern
 - b. A Partnership Firm registered under Indian Partnership Act, 1932 (9 of 1932)
 - c. A Company (Public/Pvt Limited) formed under the Companies Act
 - d. A Limited Liability Partnership formed and registered under the Limited Liability Partnership Act, 2008.

2. Experience/Financial Strength:

- a. The Agency should be equipped with adequate infrastructure and manpower and must have been in operation since last 3 years.
- b. The Agency should have satisfactorily completed at least one similar work of not less than 10 lakh value in previous 3 financial years.
- c. The agency shall have annual average turnover of minimum Rs. 35 Lakhs for last 3 financial years.

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 .

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 EMD

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

**Agriculture Insurance Company of India Ltd.
Axis Bank Lucknow A/C No.053010200004374
IFS Code-UTIB0000053**

Bidders shall also have to furnish, as part of bid, interest free EMD/bid security for an amount of Rs. 1,00,000 /- (Rupees One Lakh only) to be preferably remitted electronically through NEFT/RTGS/IMPS or Bank Guarantee 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:

- a) If a bidder intentionally withdraws his bid during the period of bid validity specified below.
- b) 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.

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

Registered MSMEs participating in the bid are exempted from payment of EMD and application money as per Public Procurement Policy for MSMEs; Order (2012) notified under 11 of MSMED Act, 2006 on submission of the proof for the same.

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: 2020-21” along with the tender application fee payment details and EMD as mentioned hereinbelow.**

G. SCHEDULE OF DATES FOR TENDER:

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|--|--|
| Date of Tender | 11 th November 2020 |
| Clarification of doubts received through E Mail | 14 th November 2020 |
| Last date and time for submission of the tender | 2 nd December 2020 At or before 11.00 AM |
| Opening of the Technical Bid | 3 rd December 2020 (at 11.00 AM) |
| Opening of Financial Bid of technically qualified Bidder | 4 th December 2020 (at 11.00 PM) |
| Declaration of the Successful Bidder | 4 th December 2020 (at 04.00 PM) |
| Submission of the Performance Security by the successful bidder | 7 th December 2020 |
| Submission of execution plan by successful bidder | 7 th December 2020 |
| Issue of the Work Order | 7 th December 2020 |
| Project duration | 2 Years 06 months |
| 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. The 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 shall be declared successful bidder and based on fulfilment of the tender requirement, will be awarded work order.
 - h. In the event two or more bidder has quoted the same 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 2,00,000/- (Rupees Two Lakhs 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 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 run the publicity van for 20 days from the date of start of the work for each Rabi and Kharif season, as mentioned in the work order. The One Publicity van shall cover a distance of minimum 150 km in a day and coverage of approx. 12-15 villages in concerned districts of the state of Uttar Pradesh. The van shall ordinarily run for 08 hours a day from 09:00 AM to 05:00 PM. The Kms shall be counted from garage to garage for which the successful bidder shall give the details of the garage in each district within 10 days of award.
- b. As the work has to be done at various locations, the successful bidder shall share the execution plan for each season 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, 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 20 days as mentioned in the work order, additional 5 days will be granted for completion of the work provided an penalty @1% (of the value of work order of 20 days per season) per day shall be levied for period over and above the 20 days. However, if the minimum kms are not completed within extended 10 days, the successful bidder shall be paid as per the total actual Kms run after deduction of 10% penalty on the value of work order of 20 days per season.
- e. The successful bidder shall inform AIC in writing after the minimum kms are about to over in advance. 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 each season (Kharif & Rabi) i.e. after plying publicity van for 20 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 05 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:
 - a. 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.
 - b. Van will travel to locations as per the approved execution plan.
2. DRIVER & INFORMATION PROVIDER RELATED:
 - a. 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.
 - b. The Driver and Information Provider should be available exclusively at any time of the day during the execution period as per the work order.
 - c. The Police verification for the Driver and Information Provider/supervisor is to be provided.
 - d. 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:
 - a. 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 successful bidder.
 - b. AIC can terminate the tender 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. **RESOLUTION OF DISPUTES:**
In case of a dispute or difference between the AIC and the successful bidder relating to any matter arising out of or connected with the tender which are not settled amicably, such dispute or difference shall be referred to a sole arbitrator to be appointed mutually by AIC and Successful bidder. The award of the arbitrator shall be final and binding on the parties of this tender. The arbitration shall be carried out in accordance with the Arbitration and Conciliation Act, 1996. The venue of such arbitration shall be in Lucknow and the language used will be English. Each party shall bear their own cost in this regard.
9. **JURISDICTION**
The Courts at Lucknow shall be having the jurisdiction for the purpose of any adjudication where some dispute/difference remain unresolved in spite of arbitration.
10. **RIGHT TO MODIFY OR RELAX:**
AIC reserves the right to modify and/or relax any of the terms and conditions of the tender/contract.
11. 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 various Motor Vehicle Act, Labour Laws. AIC assumes no responsibility in this regard.
12. **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.
13. **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.

14. **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.
15. **CONDITIONAL BIDS/OFFER:**
Any conditional bid or counter offer shall be liable for rejection. The bidder shall accept the bid in entirety and in the event any terms is not accepted, or the bid is submitted with any conditions, such bid shall be liable for rejection. The bidders shall quote 20 days per van rates which shall be applicable for all the concerned districts the successful bidders shall be awarded the work of plying publicity van for all the concerned districts.
16. **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.
17. **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. 20 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 of Van- for 20 days X Number of Van ordered for single season)
18. **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.
19. **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.
20. **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.
21. **MEASUREMENT OF KMS:**
The KMS shall be measured as per the track register maintained and can be crosschecked with GPS location.

22. 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:

- 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 agreement by giving 30 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.

23. VALIDITY OF THE BID:

The bid shall be valid for **02 years 06 months** after the date of opening of the financial bid.

24. 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

25. 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 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

26. CLARIFICATIONS:

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

ANNEXURE A
TECHNICAL BID FOR QUALIFICATION OF AGENCIES

| SNO | PARTICULARS | DETAILS |
|------------|---|----------------|
| 1. | Name of the Agency | |
| 2. | Office Address | |
| 3. | Status of the Agency (Whether A Propriety Concern or A Partnership Firm registered under Indian Partnership Act, 1932 or A Company formed under the Companies Act or A Limited Liability Partnership formed and registered under the Limited Liability Partnership Act, 2008) | |
| 4. | Name of the Authorised Person who will be responsible for bid submission and will be a single point of Contact. | |
| 5. | E Mail Address and website address, if any: | |
| 6. | Landline Number: Mobile Number: Secondary Mobile Number: | |
| 7. | GSTIN Number AND Registration Number | |
| 8. | PAN No. of the Agency | |
| 9. | No. of year(s) of experience in the field | |
| 10. | Detail of similar assignments handled | |
| 11. | Strength of staff handling the work assignment in the agency | |
| 12. | Annual Average turnover for past 03 years | |
| 13. | 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 (e.g. audited balance sheet/CA certificate) for the latest three Years (2017-18, 2018-19 and 2019-20). If accounts for FY 2019-20 not finalized, provisional 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 mentioning the work experience of bidder.
- vi) Satisfactory completion of contract certificate from previous organization.
- vii) Authorization letter to sign and submit the Bid.
- viii) 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
- ix) Copy of the proof that the agency is registered under MSME, if applicable.

[On the letter head of the Bidding Agency]

ANNEXURE B

FINANCIAL BID
FOR VAN PUBLICITY IN UTTAR PRADESH & FOR PMFBY
PUBLICITY

Name of Work: Van Publicity

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

PER VAN FOR 20 DAYS- RATES

| S. No. | Particulars | Amount (Excl. GST) (Rs.) |
|--|--|--|
| | Consolidated Charges for 20 days per season per van of van publicity for the following: A. Hiring charges of Van (GPS ENABLED) Remuneration including reimbursements, incentive, etc. for Driver and Information provider/supervisor. B. Running Cost (Fuel) including, Toll/State Tax etc. C. Fabrication including branding of the publicity Van including iron frame and Outer flex charges (as mention in tender document) D. PA/Sound system with Mike E. Comprehensive Insurance for all elements of Project implementation including installations and personnel during the project duration F. Other operating as well as fixed expenses. | Rs. Rs. (in words)... |
| NOTE: The Charges mentioned above shall be inclusive of all items as mentioned in the scope of work and also refreshment /phone/internet/accommodation/mobilization charges. Only GST shall be paid extra as per actuals. | | |

1. The rate should be quoted in words and figures in English without any overwriting, correction, error, omission, etc. Correction, if any, should be properly attested by the bidder.
2. The rate quoted by the bidder should be firm, final and valid throughout the completion of the work.
3. Rates quoted above shall be inclusive of labour charges, material charges, transportation charges, any other taxes but exclusive of GST.
4. 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
5. The Charges mentioned hereinabove shall be for plying the publicity van for 20 days in each season (Kharif & Rabi) and will cover end-to-end costs incurred by the Successful bidder for providing the services (i.e. no payment beyond the

- Consolidated Charges plus prevailing GST will be made).
6. The charges mention above shall be on the assumption that the van will be running 3000 Kms in concerned district of Uttar pradesh for 20 days in each season, which shall be the minimum guarantee of running in KMS.
 7. In the event, the publicity van is running more than minimum KMS, The successful bidder shall be paid proportionately per KM rate for extra KMs running.

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: _____

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, 5th Floor, "Jeevan Bhawan", Naval Kishore Road, Hazratganj, Lucknow-226001 the amount of **Rupees** _____ (10% of the awarded value)(write the sum herein words) 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 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:

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

To,

Date:

The Regional Manager
Agriculture Insurance Company of India Limited
5th Floor, "Jeevan Bhawan", Naval Kishore Road,
Hazratganj, Lucknow-226001

Dear Sir,

Sub: Tender Publicity activities through Van Publicity at Village Level in 37 districts of Uttar Pradesh.

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 of 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