



ओरिएण्टल इश्योरेंस कंपनी लिमिटेड  
प्रधान कार्यालय, नई दिल्ली  
**Oriental Insurance Company Limited**  
Head Office, New Delhi

**CROP DEPARTMENT**

Regd. Office: Oriental House, A-25/27, Asaf Ali Road, New Delhi-110002	Corporate Office: Plate A, Block 4, NBCC Office Building, East Kidwai Nagar, New Delhi- 110023
CIN: U66010DL1947GOI007158	

**REQUEST FOR PROPOSAL (RFP) FOR**  
**“Empanelment of Field Risk Management Service Providers”**  
**(CCE Co-observation & Loss Assessment)**

**TENDER NO: 010000/HO-CROP/RFP/1/2023-2024**



**Disclaimer: This Request for Proposal (RFP) is not an offer by OICL, but an invitation to receive response from eligible interested bidders for empanelment of Field Risk Management Service Providers. No contractual obligation whatsoever shall arise from the RFP process. This document should be read in its entirety.**

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

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

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

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## 1. INTRODUCTION

### 1.1 ABOUT THE COMPANY

The Oriental Insurance Company Ltd. was incorporated at Mumbai on 12th September 1947. The Company was a wholly owned subsidiary of The Oriental Government Security Life Assurance Company Ltd and was formed to carry out General Insurance business. OICL is one of the leading public sector General Insurance Companies transacting Non-Life Insurance business in India with Head Office at New Delhi, having various offices geographically spread throughout India.

The Company is a pioneer in laying down systems for smooth and orderly conduct of the business. The strength of the Company lies in its highly trained and motivated work force that covers various disciplines and has vast expertise. The Company has a technically qualified and competent team of professionals to render the best customer service.

Oriental Insurance Company Limited, hereinafter called "OICL" or "The Company", which term or expression unless excluded by or repugnant to the context or the meaning thereof, shall be deemed/ to include its successors and permitted assigns, issues this bid document, hereinafter called Request for Proposal or RFP inviting response from Bidders.

- 1.2 OBJECTIVE:** OICL intends to empanel reputed and experienced agencies/firms to execute and deliver various Field Risk Management services as detailed in this Tender Document. The execution and delivery of the Field Risk Management services. The performance of the agencies will be reviewed during the period of contract and their contract may be terminated early based on the performance review.

### 1.3 NOTICE INVITING BIDS

The Crop Department invites bids from eligible Bidders for Empanelment of Field Risk Management Services for a period of **three years**.

### 1.4 SCHEDULE OF EVENTS

Event	Details/ Target Date
Reference Number of RFP	Tender No. 010000/HO-CROP/RFP/1/2023-2024 Date: 26/07/2023 (Wednesday)
Last date to send in requests for Clarifications	28/07/2023(Friday)
Tender Fee	Rs.10,000/- (Rupees Ten thousand)-Non Refundable. Tender fee is inclusive of all taxes & GST.
Date and time for Pre-Bid Meeting	31/07/2023 (Monday) 11:00 A.M. Virtual Meeting.

<b>Mode of submission</b>	<b>The bidding process is offline. Bidders are requested to submit all documents in a sealed envelope as detailed in this RFP. For further instructions regarding submission of bids, the bidders shall visit the portal (<a href="https://orientalinsurance.org.in/">https://orientalinsurance.org.in/</a>) and can also refer RFP</b>
<b>Last date for submission of bid</b>	<b>03/08/2023 (Wednesday) before 12:30 P.M.</b>
<b>Opening of pre-qualification cum technical bid</b>	<b>03/08/2023 (Thursday) at 02:30 P.M.</b>
<b>Presentation &amp; Interview</b>	<b>04/08/2023 (Friday) 11 A.M. onwards at 3<sup>rd</sup> Floor of our Corporate Office, NBCC Building. Agencies who have applied for the technical bid are required to be present for presentation &amp; interview.</b>
<b>Proof of E.M.D</b>	<b>Refer Earnest Money Deposit (E.M.D)</b>
<b>Bid Validity Period</b>	<b>180 days from the last date of submission of the Bid.</b>
<b>Notification of empanelment</b>	<b>Will be communicated/ published on OICL Portal</b>
<b>Email ID for communication</b>	<b>cropcell@orientalinsurance.co.in</b>

Interest received after 03/08/2023 5 pm shall not be considered and would be liable to be rejected.

## **2. TENDER NOTICE**

Oriental Insurance Co. Ltd (henceforth referred as OICL) invites sealed bid/offers from reputed agencies/firms/companies for Field Risk Management Services covering Claim Management Services for implementing Pradhan Mantri Fasal Bima Yojana (PMFBY)/ Restructured Weather Based Crop Insurance Scheme (RWBCIS) at District/Taluka/Block level across India where OICL is the implementing IC for PMFBY/RWBCIS.

### **2.1 Scope of Tender**

The following activities shall be implemented by the empaneled agencies as desired by OICL.

#### **Individual Loss Assessment & CCE Co-Observation**

The successful bidder shall work as per scope of work of this tender. Any work / act outside the scope of work shall be sole responsibility of the bidder and OICL neither assumes responsibility for the same nor such act will bind OICL in any manner whatsoever.

OICL, at this stage, cannot assure quantum of work under any of above referred activities in the district/districts/state/states/UT/UTs allotted to the bidder. It is clarified that OICL may give the work order in respect of any and/or all works as mentioned in the scope, to the bidder jointly or severally, without any restrictions and the successful bidder shall provide the services to such work allotted without any demur.

The Service Provider must use its own app and Govt. App to conduct all the Claims Management Services as specified in the work order/Tender. In case of Service Provider's own app, the Service Provider should provide access to OICL to the app's dedicated Portal/pages showing country-wide, State/UT-wise, District-wise, Sub District/Taluk wise, GP/Village wise (In drill down mode as per the user access right, as applicable) and provide summary, statistics (including task management data), dashboard reports pertaining to the Claims Management activities, at each of these levels as per the formats and structures provided by OICL.

All video and still photographs should be digitally date & time stamped and location geo tagged. Reference number should be drawn to link the video and photograph with the report submitted to facilitate report verification and bill payment. In case of Service Provider's own app, the Service Provider should make an online interface where the reports, photos and videos can be viewed by OICL on real time basis.

### **2.2 Taluka/Tehsil/Sub District/District Level Manpower**

- 1 Deployment of qualified Manpower at each OICL desired Blocks/Taluks/Tehsils/Sub Districts /equivalent level to implement PMFBY as per the prevailing operational guidelines of the PMFBY and notification issued by the concerned state/UT for the season.

- 2 The deployed manpower shall preferably possess the following qualifications:
  - a. Graduation in Agriculture/Horticulture/ Rural Studies/Agri-Business Management.
  - b. Working knowledge of MS Office (Word, Excel & Power Point) and having experience in data handling using Laptop / Tablets/Mobiles and comprehension skills.
  - c. Well-versed with local language as also Hindi and English with Good Communication skills.

**Broad Scope of Work:**

1. Collecting Area Sown data with relevant forms (whatever name it is available) in close coordination with officials of Revenue, Agriculture, planning (Field Investigator and Planning officer) and bringing it to the notice of Govt. Officials and Insurance Company after sowing season is over to rule out excess insurance and multiple insurance and other operational matter.
2. On field Verification of the insured crop and extent thereof with the area insured declared in the insurance proposal form.
3. To submit the crop sown monitoring report in the prescribed format along with proofs viz. photographs, Govt. / media reports and surveyor reports etc. to OICL on weekly basis from date of assignment till enrolment cut-off date or up to 15 days after the enrollment cut-off date for the crop. The monitoring report should include comparative statement of current year area sown (For the week & up to the week) with previous year and progress of crop sown area with reasons any abnormal changes in the area sown. After that penal provision may be called for that pendency against the said count of manpower deployed herein
4. To complete the work assigned within a week from the date of award of the work order or assignment of enrollment data whichever is later and submit the duly filled prescribed Insured Record Verification forms along with required documents to OICL.
5. Crop condition monitoring throughout the crop cycle as well as providing assistance to bidder entrusted for Crop Cutting Experiments.
6. Remaining in constant touch with Scientists of Krishi Vigyan Kendra nearest to the district for update on upcoming issues in raising crops.
7. Informing OICL's Officials about any localized crop losses and assisting in assessing the crop losses. Prepare proper report of survey done and assigned with loss impact noticed.
8. The jobs are to be completed within the given time window of acceptance or rejection of proposal Forms / applications of loanee/non-loanee farmers uploaded on NCIP portal including all sources.

**Specific Terms & Conditions:**

- 1 List of Manpower along with their Mobile number, name of allotted Taluka/Tehsil/Sub-District/District and qualification need to be given to OICL and there should be no change in Manpower without informing to OICL during the course of tenure.
- 2 Non-performing manpower shall be replaced within a week from date of communication from OICL.
- 3 The Service Provider shall ensure the compliance of Minimum Wages Act / Regulatory and other

statutory requirements / provisions as per all applicable laws. OICL will not be responsible on any front under any kind of acts in this regard.

## **2.3 Individual Loss Assessment & CCE Co-Observation**

The detailed scope of work is given as below:

### **2.3.1. Individual Loss Assessment: Localized calamity losses and Post-Harvest losses**

For some/all districts, OICL may assign work during any time of the season for conducting loss assessment at individual farm level, wherein the Service Provider would be required to conduct loss assessment for the claim intimations received from insured farmers for insured crops within a time bound manner as per the prevailing operational guidelines of the PMFBY and notification issued by the concerned state/UT for the season.

### **Mandatory submission of details/Information to achieve the require scope of work under Loss assessment**

1. Submit good quality Geo-stamped digital photographs with label containing longitude & latitude, date, time stamp, crop name, taluka, revenue circle, village and survey number.
    - a. Supervisor must have smart/Android phone with GPS application to collect the longitude and latitude of damaged field without which survey will not be considered valid, which should also appear in the Loss Assessment MIS.
    - b. Minimum Four to Six over-view Geo-Stamped Photographs of the affected field with farmer in different parts of affected field.
    - c. Minimum four to Six close-view Geo-Stamped photographs of actual affected area taken from different angles during the crop survey.
    - d. Minimum two to three Geo-Stamped photographs of produce/grain, if survey conducted at ready to Harvest or post-Harvest losses.
    - e. Sketch diagram of survey site including details of the surroundings indicating North direction
    - f. At least one-minute video with GPS tag of the plot surveyed with close ups of the plants, produce (if visible), covering most of the rows of the plot.
  2. Service Provider will submit the online data on real-time or maximum within 24 Hours of survey conducted through their APP to OICL.
  3. Service Provider shall submit the duly filled in prescribed individual loss assessment form/Panchnama as specified by Govt., duly signed by surveyor, farmer & Govt Official with seal who are involved in the Joint Survey Committee as specified by the Govt., along with proof of insurance and insurable interest to OICL within 10 days from date of assigning individual loss assessment work for all the survey numbers (including sub survey numbers) in the form of application wise single file.
  4. All these documents stated above should be submitted in one single PDF file indexed by Application No along with Original Panchnama/Claim form to OICL.
  5. The service provider may be asked to reflect the Ground situation with the help of reports based on Remote Sensing, Satellite Images, and Ground Truthing etc.
- 2.3.2. Mid-Season Adversity Claims(MSA)
- In case of invocation of MSA clause by the District Administration, the Service Provider should ensure that the joint survey taken up in assessing the loss is co-witnessed in full and the accurate

assessment is recorded according to the loss occurred.

The service provider may be asked to reflect the Ground situation with the help of reports based on Remote Sensing, Satellite Images, and Ground Truthing etc.

2.3.3. Co-observation of Crop Cutting Experiments (CCEs)

The Service Provider shall have to coordinate with the offices/officials of the State/UT Government/District administration/Steering Committee or the Agency to which the CCE work has been entrusted by the State/UT Government and the Service Provider should ensure that all the CCE schedules are received well in advance and shared with OICL designated Office also.

The following activities need to be ensured by the CCE co-observer during CCE co- observation as per the work order awarded.

Part-1 – Selection of Village, Survey & Sub survey number and Selection of CCE field is as per the CCE Schedule shared

Part-2 – The Harvesting, Threshing and Weighing of the selected crop is obtained from the selected CCE plot and then the correct Green/Wet Weight is arrived at.

Part-3 – Correct Dry weight of the crop is recorded after completion of Driage Experiments

Service Provider shall deploy adequate number of skilled, trained and experienced co- observers for co-observing all CCEs conducted as per schedule.

**Mandatory submission of details/Information to achieve the require scope of work under CCE Co-observance**

1. To witness/monitor CCEs conducted by State Govt. and provide report as desired by OICL for the Gram Panchayats, Tehsils/Blocks as per schedule.
2. To Monitor and witness CCEs as per norms and procedures adopted by the concerned State Govt.
3. To Monitor and witness all the CCEs for major and minor crops notified at Gram Panchayat/revenue Circle/Tehsil/District level.
4. Service Provider shall ensure to carry the CCE Kit (Smart Phone with preinstalled CCE Apps, Measuring Tape and Digital Weighing Machine etc.) by the CCE Co-observer at the time of co-observing the CCEs.
5. All the CCEs must be co-observed and recorded in Government CCE Mobile App. In addition, the Service Provider shall also use their own Mobile app and record all the specified columns and capture maximum no. of photos/videos.
6. To Take good quality Geo-stamped digital photographs with longitude & latitude, date and time stamp, crop name, taluka, revenue circle, village and survey number using mobile based CCE App as mentioned below:
  - a. Supervisor must have smart phone with GPS application to collect the longitude and latitude of CCEs without which CCEs will not be considered valid.
  - b. One Geo-Stamped Photograph from SW corner of the experimental field with farmer.
  - c. Minimum four Geo-Stamped photographs of the experimental plot from different directions during CCE process i.e. close-up and over view during site measurement and crop cutting.
  - d. Minimum two Geo-Stamped photographs of weighing process of produce/grain yield.
  - e. Submit the sketch of CCE site including details of the surroundings with North direction indicated.
  - f. Video of at least one-minute duration with GPS tag of the experimental plot showing close up of the plant's produce (if present) besides covering most of the rows of the plot and a video of half a minute during cutting/picking.

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7. The Service Provider shall ensure to co-observe all the pickings for the multi picking crops.
8. The Biomass and Grain yield should be weighed using high precision digital balance.
9. In case of any deviation from standard CCE procedure, the CCE co-observer must raise the objection through CCE co-observer app from the field and inform the same to the OICL Office immediately with all the relevant proofs. The Service Provider shall send daily communication of objections (Signed letter/statements) to DLMC / DAO in soft copy or hard copy along with copy to OICL Office.
10. Competent officials of the Service Provider shall remain present along with documentary, photographic and video evidences in all DLMC meetings.
11. Apart from the above information sent through smart phones, hardcopy of CCE form is to be filled up and signed by the observer, farmer and Govt official involved in CCE (FORM-2 or any such form prescribed by the Government). The same should be submitted to OICL office within 15 days furnishing the following details:
  - a. Complete details of the farmer i.e. name, address, mobile number etc. in the prescribed CCE Form on mandatory basis.
  - b. Collect the copy of filled Govt. prescribed format (Form-1&2) after the CCE.
  - c. MIS of CCEs to be provided in soft copy on daily basis to OICL.Incomplete and wrong information filled in CCE form will not be considered valid. There should not be any delay in submission of Form-2 and other relevant documents as stated above.
12. The online data should be sent on real-time basis or maximum within 24 Hours of CCE conducted through Service Provider's App.
13. Submission of scanned Copy of Form-1&2 in single file to OICL is compulsory.
14. Supervisor must deliberate the bio-mass weight (total weight of crop including grain weight) and economical yield (grain weight) and provide both data as per format.
15. The Service Provider will have to coordinate with the offices/officials of the State/District Authority or concerned agency for getting the CCEs schedules and their execution.

**Specific Terms & Condition:**

1. Crop Cutting Experiments and individual crop loss assessment will be invalid if it does not meet the prescribed requirements as per the terms and condition of RFQ. Payments of such cases will be at the sole discretion of OICL.
2. Service Provider should have its own App and Web portal for Localised Survey & CCE. Service Provider has to provide the access to their App for getting the data & MIS reports as stated above.

### **3. Evaluation Process**

All bids received shall be evaluated by a Committee set up for this purpose by OICL as per the following details:

#### **3.1 Eligibility cum Technical Evaluation:**

The bidders shall submit the bid as per the criteria specified below and OICL will scrutinize the details given to determine their completeness (including signatures from the relevant personnel), errors, omissions in the eligibility criteria and technical bid of respective bidders. Incomplete bids with incomplete documents shall be summarily rejected. However, OICL at its sole discretion may waive off any condition which otherwise does not affect the quality of the services to be procured under the Tender.

S. No.	Criteria	Proofs to be submitted
1	The bidder should be a Government Organization/ PSU/ or a Limited Company/ Private Limited Company under Companies Act in India or Partnership/ LLP firm only.	Self-attested copy of the Certificate of Incorporation / Certificate of Commencement of Business/ Partnership deed / MOA / AOA to be submitted.
2	The bidder must be registered with relevant Govt. /Statutory Authorities/tax authorities for not less than Two years as required in the normal course of business to render similar services. Bidder will be responsible for compliance of all regulatory/statutory provisions.	Relevant Registration certificate/GST return/Income tax return for the past 2 FY. 2021-22 and 2022-23. In case Returns for present assessment year is not available, certificate of CA may be provided.
3	The Bidder must have relevant experience of at least two seasons with Insurance Companies starting from Kharif 2016 season in implementation of minimum two of the Field Risk Management Activities specified in the scope of the work, out of which either CCE Co- observation or Individual Loss Assessment is mandatory.	Experience certificates from clients/companies.
4	The Average Annual Turnover of any two financial years (FY) out of previous five FY should not be less than Rs.5 Crore.	Audited accounts (Balance Sheet and Profit and Loss Account etc.) for corresponding 2 FY.

5	The Bidder must have minimum two skilled, qualified, trained personnel, with required educational qualification as specified in the prevailing operational guidelines of PMFBY/RWBCIS/Other Crop Insurance schemes with minimum 2 years relevant experience for the Field Risk Management Activities.	Undertaking on bidder's letterhead with details of state representatives, total no. of personnel engaged with educational qualification and experience.
6	The Bidder must not have been currently blacklisted/debarred by any Government/Ministry/Department/PSU or any other Insurance Company.	Self-Declaration on Bidder's Letterhead as mentioned in Covering letter.
7	The Bidders shall not be allowed to assign the work under this Tender to any other Agency or to sub-contract the work.	Self-Declaration on Bidder's Letterhead.
8	The Bidder must not be engaged or have engaged in past six months in insurance intermediation, or any other activity related to agricultural finance including issuing crop loans.	Self-Declaration on Bidder's Letterhead
9	The personnel engaged by the Bidder should be tech literate and should be capable of working on computers and Mobile Apps	Self-Declaration on Bidder's Letterhead
10	Authorization to sign the bid	Power of attorney or duly signed authorization letter (by power of attorney holder, copy of which to be attached).
11	Interview regarding CCE implementation and loss/claim management	List of no individuals/Field executives with names and contact numbers to be provided for each Taluka

Any bid not fulfilling the mandatory criteria mentioned above will be straightaway declared as disqualified and bids shall not be further technically evaluated. The bidders are required to provide the documents as listed above, failing which the bid shall be liable to be rejected on account of ineligibility.

**3.2 Technical evaluation:**

In second stage, weightage shall be given to technical bids as described below.

<b>Category A: Evaluation of previous completed years of experience in Field Risk Management Services execution</b>				
<b>Maximum mark : 100</b>				
<b>S. No.</b>	<b>Field Risk Management Services</b>	<b>Experience in No. of Crop Seasons under Central/ State /UT Govt. Crop Insurance Schemes / Programmes</b>	<b>Marks</b>	<b>Maximum Marks</b>
1	CCE co-observation	2(Minimum) 3-4 ≥5	15 30 45	45
2	Individual Loss Assessment through field surveys	2(Minimum) 3-4 ≥5	15 25 35	35
3	Crop Health Monitoring / Ground Truthing	2(Minimum) 3-5 ≥6	5 7 10	10
4	Individual Loss Assessment through Remote Sensing Technology	1 ≥2	5 8	8
5	Individual Loss Assessment through Unmanned Aerial Vehicles	1 ≥2	1 2	2
<b>Category B: Evaluation of Manpower &amp; Technical Qualification.</b>				
<b>Maximum mark is 50</b>				
<b>S. No.</b>	<b>Technical Qualifications at present</b>	<b>Specifications</b>	<b>Marks</b>	<b>Maximum Marks</b>
1	Number of states where the bidder has past experience of CCE Co-observation under PMFBY in any one season since Kharif 2019.	2 States(Minimum) 3-4 States ≥5 States	8 12 15	15
2	Number of seasons where the bidder has past experience of CCE Co-observation in at least three States concurrently plus carried out any one specified Field Risk Management Services.	2(Minimum) 3-5 ≥6	8 12 15	15

3	Number of persons the bidder is having at their disposal who are skilled, qualified, trained with required educational qualification as specified in the PMFBY/RWBCIS operational guidelines and also having with minimum 2 years Experience at present.	30(Minimum) 31-74 ≥75	2 3 5	5
4	The Average Annual Turnover of the Bidder for the last 3 Financial Years.	More than 5 Cr. More than 6 Cr. More than 7 Cr.	1 3 5	5
5	Number of Remote Sensing Experts employee on Roll working with bidder for at least last 1 year.	1 2 ≥3	1 3 5	5
6	Number of States/UT in which the bidder is having Offices at present.	2 States (Minimum) 3 States ≥4 States	1 2 3	3
7	Number of Seasons where the bidder has performed any Remote Sensing Technology (RST) based Yield/Acreage Assessments since 2016.	1 Season ≥2 Season	1 2	2

**Category C: Evaluation of Field Risk Management Services in any one crop season under PMFBY/RWBCIS since 2019 onwards**

Maximum mark : 50

S. No.	Field Risk Management Services	Successfully completed Numbers	Marks	Maximum Marks
1	CCE co-observation	15000(Minimum) 15001- 25000 25001-35000 35001-50000 ≥50000	15 20 25 30 35	35
2	Individual Loss Assessment	50000 100000 ≥200000	5 10 15	15

Category D: Evaluation of Manpower & Field Risk Management Services				
Maximum mark : 100				
S. No.	Evaluation	Specifications	Marks	Maximum Marks
1	Presentation, Evaluation/ Interview of the CCE Agency	Detailed PPT regarding result oriented details in respect of CCE Co-observance & Loss assessment	100	100

Note: Bidder to give proof of evaluation criteria in technical bid, else, "0" marks will be awarded. The bidder who has scored 75% (out of 300) in total shall be declared as technically qualified and eligible for empanelment.

### 3.3 Empanelment of Bidders:

All the bidders who are found to be technically eligible as per the criteria mentioned above supported with relevant documents will be declared as successfully empaneled with OICL to provide the services as mentioned in the scope of work as per the requirement of OICL. Hereinafter, the empaneled bidder shall be called as Service Provider.

Registered startups are exempted from having prior turnover and prior experience requirements as mentioned under 3.1, provided they submit valid startup registration certificate before last date of submission of bids. The registered startups have to submit their certificate of registration before the last date of submission of bids along with [Annexure-6](#)

### 3.4 Financial Bid:

The Financial Bids shall be invited online from the panel of empanelled bidders for Taluka(s)/Tehsil(s)/Block(s)/Sub District(s)/District(s)/State(s) as and when required within the empanelment period by mentioning exact scope of work. The bidder will be allowed 07 days for submitting the financial bid strictly in the format provided by OICL. However, in case all the empaneled bidders have submitted the bids before 07 days, the same may be opened earlier on receipt of bids from all the empaneled bidders after intimation to all the bidders. Upon the expiry of the stipulated period for submitting the bids, the empanelled bidder who has quoted the lowest in the financial bid shall be awarded the work. In case of tie, the quantity shall be split equally amongst the empanelled bidders who have quoted the lowest. The work shall be awarded to the empaneled agency who is selected as L1 bidder based on Least Cost System (LCS). Maximum number of CCS's & ILAs per day will be restricted by OICL. However, OICL may, at its own discretion, split the Districts/Tehsils or Field Risk Management Services in case of its opinion that the L1 bidder may not be in position to deliver the quantity required by OICL or the agency has expressed its incapacity to perform the awarded work or otherwise it would be in the interest of OICL to split the Districts/Tehsils or Field Risk Management Services amongst L2, L3 and so on at L1 rates.

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The financial bids shall be invited from the empanelled agencies broadly based on the following terms and conditions:

- 3.4.1 All the empanelled agencies must quote for all the financial bid within the stipulated timelines floated by OICL under this tender. In the event, if any empanelled agency fails to quote within the stipulated timelines in any financial bid, the empanelled agency shall be debarred from the present tender and the performance security shall be forfeited.
- 3.4.2 The Field Functionaries/surveyors employed by the agencies for co-observation of CCEs must be paid Rs. 350/- per CCE and Rs. 100/- per Individual Loss Assessment or the Minimum wages as per the prevailing rules in the State, whichever is higher. An undertaking by authorised signatory of the agency to this effect shall mandatorily be submitted by the agency along with the Invoice for payment. OICL may also ask to submit an audit report to this effect.
- 3.4.3 The time interval between two Individual Loss Assessment by an investigator should be minimum of 20 minutes and maximum 20 Individual Loss Assessments can be done by an investigator in a day. Based on requirements, the agency must increase the number of investigators and intimate the concerned office of OICL.
- 3.4.4 The upper ceiling for quoting rate would be as under:
  - CCE Co-Observation – Rs. 1000/-
  - Individual Loss Assessment – Rs. 280/-
  - The rates for work in various states shall vary but the upper ceiling as above remains.
- 3.4.5 If an investigator carries out more than 20 Individual Loss Assessments in a day, assessments over and above 20 carried out on that day shall not be considered for payment.

It is clarified that the bidders, at the option of OICL, may or may not be asked to participate in financial bid for a particular requirement. In the event, if any empaneled Service Provider who has been asked to quote and fails to quote within the stipulated timelines in any financial bid, the empaneled Service Provider shall be debarred from the present Tender and the performance security shall be forfeited.

The Empaneled bidder must submit the details viz. Name, Address, Mobile no., Email id, PAN/Aadhaar Copy for KYC & etc. of Manpower engaged within 2 days of award of issuance of work order.

## **4. Terms and Condition**

### **4.1 General Terms and Conditions:**

1. The Service Provider shall deploy the required CCE Co-observers/Loss Assessors (hereafter referred to as Field Investigators) as per the concerned Field Risk Management Activity and Field Investigators shall possess Graduation in Agriculture / Science / Meteorology / Agro-Meteorology Commerce / Rural Studies / Management with 2 Year Experience in Agriculture Insurance / Agriculture Extension Services / Rural sector / Services associated with Agriculture Risk Management.
2. Service Provider shall appoint qualified, skilled, trained, and experienced Field Investigators immediately after receipt of work-order and inform the names and mobile number of the deployed Field Investigators with qualifications within one week of award of work-order to OICL. Any change in deployed Field Investigators to be intimated immediately.

The delay on account of insufficient Field Investigators should not arise at any given point of time and in case of any loss caused to OICL due to delay in execution of work due to insufficient field investigators, OICL shall be entitled to recover the liquidated damages in accordance with the terms of the contract.

3. Any addition and deletion in the list of manpower shall have approval of OICL. OICL will periodically verify the manpower present in the field.
4. Service Provider shall conduct minimum one training and one field demonstration before starting of any assigned Field Risk management activities in the presence of OICL officials.
5. The Service Provider must appoint one officer with laptop and internet facility having experience under PMFBY/RWBCIS at OICL Regional Office in the state where the Service Provider has been allotted the work for day-to-day monitoring of work as single point of contact (SPOC) between OICL and the Service Provider w.r.t. claims.
6. Representatives of Service Provider at National level, each State level/UT level & at each District level should be always available and co-ordinate with OICL State/UT and District level officials.
7. Service Provider shall complete the work in time bound manner as specified in the Scope of work  
/prevailing Operational Guidelines of PMFBY/RWBCIS/Other Crop Insurance Products/IRDA Guidelines issued in this regard, with proper preparation and planning at all stages.
8. Service Provider shall submit all the photos/videos in hard disk to OICL which are properly mapped to the respective claim intimations in case of localized/PH claims. All the photos/videos shall contain metadata and all other attributes as specified by OICL.
9. The awarded work shall be terminated by OICL in the event the successful bidder fails to provide the services as per this tender or commits material breach of terms and conditions of this tender. In such scenario, OICL shall exercise its right to transfer or assign the awarded work to any other Service Provider.
10. The Service Provider shall provide reports and MIS in formats as specified by OICL within stipulated timelines for the assigned activities. In case of hard copy reports, the scanned copy of same with proper indexing should be provided within stipulated timelines.
11. Service Provider shall mandatorily ensure compliance of all Labour Laws and all other Rules/Regulations/Acts/guidelines/policies/schemes as may be prescribed by the Central/State Government or any other Authority from time to time.
12. OICL does not warrant quantum of work under any/all of the Field Risk Management Activities depending on the requirement, work order may be placed individually for each activity/season.
13. If the surveys are not conducted as specified in the operational guidelines of the PMFBY/RWBCIS/Other Crop Insurance products as well as IRDAI regulations in force, then it shall lead to blacklisting of the Service Provider. Further, OICL reserves the right to terminate the contract and/or forfeit performance security in case of failure of the Service Provider to provide services as per the terms of this tender and the work order.
14. The Service Provider shall have to arrange comprehensive insurance to their personnel/equipment against accident/ damage/ disaster that may ensue during the period of work order. OICL shall not be responsible for any injury/loss/damage caused to the personnel/equipment during the course of execution of the work order engaged by the Service Provider, and the Service Provider shall be solely responsible for it. The service provider shall submit to OICL the insurance covers taken by it in this regard.

15. Service Provider shall ensure the safety of their Field Investigators and other members present around them by taking proper precautions like social distancing, use of mask, sanitization etc. as prescribed by Govt/State/UT Government/ Regulatory Authorities under COVID-19 or under any other similar situation where in regulations are in force from time to time. The Service Provider shall be solely responsible for any acts / deeds of its representatives resulting into violation of any strictures, rules, law, enforcement, in force for such situations causing financial or non-financial liabilities.
16. Any conditional bid or counteroffer would be rejected at sole discretion of OICL.
17. Service Provider shall allow OICL to check the quality of field investigators well before the start of the field risk management activities and Field Investigators shall be replaced, if desired by OICL.
18. OICL representatives may also attend and inspect/verify the field risk management activity carried out by Service Provider's representatives.
19. Service Provider shall comply with prescribed procedures, terms & conditions specified in the tender / work order.
20. Service Provider shall be solely responsible for any misconduct, misrepresentation, fraud, undue influence, commitments, or any other unlawful act of commission/omission made by the surveyor, field investigator or any person engaged by the Service Provider. OICL reserves the right to take legal or disciplinary action against the Service Provider as deemed fit including but not limited to imposition of penalty, withholding of payment(s).
21. No queries with regard to tender process will be entertained after the tender process is over.
22. It is requested to read all the terms and conditions of the tender carefully before submitting the bids. The prospective bidders should ensure that they fulfill all the technical criteria before bidding.
23. The Service Provider's performance will be evaluated after every season against vital parameters defining service and quality standards as decided by OICL and nonperforming Service Provider shall be de-paneled for a period of two consecutive seasons.
24. The awarded work may be terminated by OICL in the following circumstances and may award the work to next L2, L3... etc. at L1 rate.
  - a. The appointed Field Investigators are not at par with scope of work / prevailing Operational Guidelines of PMFBY / RWBCIS/ Other Crop Insurance products / IRDAI Guidelines issued in this regard.
  - b. Not deployed required number of Field Investigators, representatives etc.
  - c. The deployed field investigators are not available / do not exist / are not present in the field / district.
  - d. Lack of quality in the execution of assigned field risk management activities.
  - e. Any mischief / misconduct by the Field Investigators, representatives etc.
  - f. Any illegal act involving the exchange of consideration, such as money, with the purpose of influencing the verification reports or yield data or with any other wrong intention.
  - g. Non-performance of the scope of work as per the terms and conditions specified in the tender and/or work order.
25. The Service Provider shall not sub-contract the awarded work.

## 4.2 Intellectual Property Rights:

All the information / document / photos / videos / data collected during any of the awarded Field Risk management activities are strictly confidential sole property of OICL and shall not be copied, distributed, or reproduced in whole or in part, nor passed to / shared with any third party (even the government personnel) or for any publications etc., unless written permission has been obtained from Competent Authority in OICL.

## 4.3 Indemnity:

The empaneled Service Provider shall indemnify and keep indemnified the OICL 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 OICL by any person arising out of any breach, action or inaction of the Successful bidder under this tender, including patent, trademark, copyright, trade secret or industrial design rights, or arising from the non-performance of the awarded work.

**The empaneled Service Provider shall also be liable to indemnify OICL, at its own cost and expenses, against all losses/ damages, which OICL may suffer on account of violation by the bidder the contract to be executed and of any or all national/ international trade laws, norms, standards, procedures etc. This liability shall not ensue if such losses/ damages are caused due to gross negligence or wilful misconduct by OICL or its employees.**

## 4.4 Termination

**By OICL:** OICL may terminate this Assignment in case of the occurrence of any of the following events:

In the event the bidder is in material breach of the terms and conditions including but not limited to delay in performance of the tender/contract and also the Bidder fails to rectify the issue(s) within Fifteen (15) days from the date of receipt of notice.

- a. If the Bidder becomes insolvent or goes into liquidation or receivership whether compulsory or voluntary,
- b. If OICL, at its sole discretion, decides to terminate this Contract without assigning any reason whatsoever by giving 30 days' notice.

**By the Bidder:** The Bidder may terminate this assignment, by not less than thirty (30) days written notice to OICL, in case of the occurrence of any of the following events:

- a. If OICL fails to pay any money due to the Bidder pursuant to this Contract and which is not subject to dispute within thirty (30) days after receiving written notice from the Bidder that such payment is overdue.
- b. If OICL is in material breach of its obligations pursuant to this Contract and has not rectified the same within thirty (30) days.

**Cessation of Rights and Obligations:** Upon termination of this Contract pursuant to this para, all rights and obligations of the Parties hereunder shall cease, except

- a. Such rights and obligations as may have accrued on the date of termination or expiration,
- b. The obligation of confidentiality and / or NDA to be executed,
- c. The Bidder's obligation to permit inspection, copying and auditing of their accounts and records set forth in this tender.
- d. Any right which a Party may have under the Law.

**Payment upon Termination:** Upon termination of this Assignment, OICL shall make the payments for Services satisfactorily performed prior to the effective date of termination. Both parties may terminate the contract, if as a result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than thirty (30) days.

#### 4.5 Earnest Money Deposit (EMD)

Bidders shall have to furnish, as part of bid, interest free EMD/bid security for an amount of Rs.5,00,000/- (Rupees Five Lakh only) to be preferably remitted through Demand Draft or Bank Guarantee on or before the last date and time fixed for bid submission in OICL Bank- details as given in the [“Instructions to Bidders for Bid Submission”](#). A bid not accompanied by EMD shall be rejected at the bid opening stage. 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.

For the successful bidders who are empaneled, the EMD shall be considered as performance security at the time of empanelment which shall remain valid for the entire duration of empanelment and the same shall be forfeited in case the empaneled bidder withdraws the empanelment or fails to execute the work order after award of work.

The EMD shall be refunded without any interest after completion of the empanelment period or complete discharge of duties of the work order whichever is later.

Registered Micro and Small Enterprises (MSEs) and startups participating in the bid are exempted from payment of EMD and application money along with TECHNICAL BID as per Public Procurement Policy for MSMEs; Order (2012) notified under 11 of MSMED Act, 2006 upon submission of valid certificate to this effect. However, if any MSE bidder or a startup is declared successful in the TECHNICAL BID, they shall be required to furnish EMD as performance security for a sum of Rs.5,00,000/- (Rupees Five Lakh only) before the empanelment through Demand Draft or Bank Guarantee as per attached format. The performance security shall be valid for the entire duration of empanelment and the same shall be forfeited in case the empaneled bidder withdraws from the empanelment or fails to perform the work assigned after award of work.

In the event the successful bidder (MSE & Startups) fails to submit the performance security within 15 days from the date of empanelment, the empanelment shall be deemed to have been cancelled/withdrawn and the bidder will be suspended from participating in any tender process of OICL for a period of two years. Thereupon all rights, privileges, claims and entitlements of the successful Bidder under or arising out of this tender shall be deemed to be waived off and ceases to be in force.

#### 4.6 Delays in Bidder's Performance

The bidder must strictly adhere to the implementation schedule, as specified in the work order, executed between the Parties for performance of the obligations, arising out of the work order and any delay in completion of the obligations by the bidder will enable OICL to resort to any or all of the following:

- i. Claiming Liquidated Damages/penalty
- ii. Termination of the work order fully or partly and claim liquidated damages.

- iii. Forfeiting of Earnest Money Deposit.
- iv. De-empanelment/Black Listing

#### **4.7 Liquidated Damages / Penalty**

The liquidated damages/penalty shall be applicable under the following circumstances:

- i. If the deliverables are not submitted as per schedule, the Bidder shall be liable to pay 1% of the total cost of the work order for delay of each day.
- ii. If the deliverables are not acceptable to OICL, and defects are not rectified to the satisfaction of OICL within 7 days of the receipt of the notice, the Bidder shall be liable for an amount equal to 1% of the total cost of the work order every day for the delay.
- iii. The amount of liquidated damages/penalty under this Contract shall not exceed as mentioned in [4.13](#) of the total award value.

#### **4.8 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 labor 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. In the event of delay due to Force Majeure for more than one month the tender may be terminated at the discretion of the OICL. Termination under such circumstances will be without any liability on either side. However, the dues for completed work shall be paid by OICL. The Party affected by an event of Force Majeure shall continue to perform its obligations under the Assignment as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

#### **4.9 Non-negotiability on Tender Document**

OICL is not responsible for any assumptions or judgments made by the bidders for arriving at any type of sizing or costing. OICL at all times will benchmark the performance of the bidder to the Tender document circulated to the bidders and the expected service levels as mentioned in this document. The Bidders shall adhere to the terms of this Tender document and shall not deviate from the same. Any deviation may lead to rejection of the bid.

#### **4.10 Assignment**

Neither the contract nor any rights granted under the contract may be sold, leased, assigned, or otherwise transferred, in whole or in part, by the bidder, and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect whatsoever.

#### 4.11 Period of Empanelment

The duration of empanelment shall be for a period of 36 months (3 years) starting from Kharif 2023 to end of Rabi 2025-26 season. OICL reserves the right to terminate the empanelment if the performance is not in accordance with the terms of the tender as per Termination clause without prejudice to its right to claim liquidated damages.

At all times, empaneled bidder needs to adhere to OICL's required compliances vis-à-vis security, confidentiality, integrity, and availability and also any guidelines any regulatory/ government Service Provider on the same. Publicity: Any publicity by the bidder in which the name of OICL is to be used shall be done only with the prior explicit written permission of OICL.

#### 4.12 Privacy and Security Safeguards

a. **Confidentiality**

Except with the prior written consent of OICL, the successful bidder/Service Provider and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the successful bidder/Service Provider and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services. For this purpose, the successful bidder/Service Provider and OICL shall execute a Non-disclosure Agreement (NDA). The NDA format will be shared with the successful bidder/Service Provider. The successful bidder/Service Provider shall execute the NDA within one month from the date of acceptance of the work order.

b. **Applicable laws and jurisdictions:** The Contract with the successful bidder shall be governed in accordance with the laws of India for the time being in force and will be subject to the exclusive jurisdiction of Courts at Delhi (with the exclusion of all other courts).

c. **Fraud and Corruption**

**Definitions:** OICL's policy requires that OICL as well as the Bidder observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, OICL defines, for the purpose of this provision, the terms set forth as follows:

- i. "Corrupt Practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a Public Official in the selection process or in Contract execution.
- ii. "Fraudulent Practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a Contract,
- iii. "Collusive Practices" means a scheme or arrangement between two or more Consultants, with or without the knowledge of OICL, designed to establish prices at artificial, non-competitive levels.
- iv. "Coercive Practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process or affect the execution of a contract. The bidder shall not be involved in any of the abovementioned practices.

- d. **Settlement of Disputes:** Amicable Settlement: Performance of the Contract is governed by the terms & conditions of the Contract, in case disputes arise between the parties regarding any matter under the Contract, either Party to the Contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 15 days after receipt. If that party fails to respond within 15 days, or the dispute cannot be amicably settled within 15 days following the response of that party, the matter shall be referred to a sole Arbitrator to be appointed by OICL and the Bidder mutually in accordance with the Arbitration and Conciliation Act, 1996. Arbitration proceedings shall be held in New Delhi, India and the language of the arbitration proceedings shall be English. Both parties shall bear their own expense for holding such arbitration.
- e. **Conflict of Interest:** The bidder shall disclose to OICL in writing all actual and potential conflicts of interest that exist, arise or may arise (either for the bidder or the bidder's team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

#### 4.13 Payment Terms and Conditions

- i. The payment schedule shall be provided along with detailed scope of work at the time of inviting financial bid.
- ii. Payment shall be released after receipt of satisfactory reports as specified by OICL in desired formats in conformity with scope of work specified and compliance with the terms/ conditions/requirements under Tender document/ Work Order.
- iii. Service Provider shall submit the reports in the formats as desired by OICL in the mode (Offline /Online) as specified in the work order. On verification of the reports, OICL will approve the eligible surveys as per the terms and conditions of the work order/ Tender document for the payment. Thereafter, Service Provider may raise the Invoice for Payment.
- iv. Incomplete report / non submission / partial submission of specified documents, photos, videos etc. will not be considered for payment.
- v. Penalty @ 2% of base rate of that corresponding resource(s) will be imposed for each day of delay if reports mentioned in Manpower's Scope of Work is submitted after the timeline specified in the scope of work / work order.
- vi. Penalty @ 10% of base rate of that corresponding resource(s) will be imposed per week for the corresponding location for any deficiency found in facilities mentioned in Office Set Up.
- vii. Penalty @ 1% of base rate of that specified work will be imposed for each day of delay if assessment sheet, reports and supporting documents are submitted after the timeline specified in the scope of work / work order. For CCE, penal provision will be imposed by stopping the specified CCE payment if it is found that there is a deviation/negligence while reporting the Sub-standard process of CCE followed.
- viii. The amount of penalty shall be deducted from the bills payable to the successful bidder. The payments will be done only on receipt of the supporting documents, photo/video as per given instruction of OICL.

- ix. Over all penalty is limited as follows:

S. No.	% Of Work Completed w.r.t. Work allotted as per Work Order	Maximum Penalty (% of Total Work Order)	Remarks
1	Less than 100%	10%	
2	Less than 75%	35%	
3	Less than 50%	100%	No Payment will be made

- x. All payments shall be released after necessary deductions as per prevailing TDS and Taxation rules.
- xi. **Waiver:** In case of genuine hardship caused to the successful bidder and in exceptional circumstances as recorded in writing, in implementing the work order due to unexpected inordinate issues, OICL reserves the right, in its sole discretion, to waive off condition mentioned above with the approval of the Head Office, OICL.

#### 4.14 Miscellaneous Terms and Conditions and Provisions

- i. Nothing contained in these Terms and Conditions be construed as establishing or creating between the Parties, a relationship of Master and Servant or Principal and Agent or employer and employee.
- ii. Any failure or delay on the part of any Party to exercise right or power under these Terms and Conditions shall not operate as waiver thereof.
- iii. The Bidder shall notify OICL of any material change in their status, in particular, where such change would impact on performance of obligations under this Assignment.
- iv. Limitation of Liability: Unless otherwise stated in this Assignment, the maximum aggregate liability of the Bidder shall be, regardless of the form of claim, shall be the total contract value.
- v. Notwithstanding anything mentioned in this Tender document, the following shall be excluded from purview of limitation of liability.
- vi. Breach of Confidentiality
- vii. Breach of Intellectual Property
- viii. Gross negligence, and
- ix. Wilful misconduct
- x. Breach of indemnity clause including any third party liability
- xi. Fairness and Good Faith
- xii. **Good Faith:** The Parties undertake to act in good faith with respect to each other's rights under this Assignment and to adopt all reasonable measures to ensure the realization of the objectives of this Assignment.
- xiii. **Operation of the Assignment:** The Parties recognize that it is impractical in this Assignment to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them.

#### 4.15 Integrity Pact

To ensure transparency, equity, and competitiveness and in compliance with the CVC guidelines, this tender shall be covered under the Integrity Pact (IP) policy of OICL. The pact essentially envisages an agreement between the prospective bidders/vendors and OICL committing the persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the empanelment. The format of the agreement is enclosed in [Annexure 4](#).

Signing of the IP with OICL would be one of the preliminary qualification for further evaluation. In other words, entering into this pact would be one of the preliminary qualification for this tender and the pact shall be effective from the stage of invitation of bids till the complete execution of the empanelment. Any vendor/bidder not signed the document or refusing to sign shall be disqualified in the bidding process

The Integrity Pact envisages a panel of Independent External Monitors (IEMs) to review independently and objectively, whether and to what extent parties have complied with their obligation under the pact. The IEM has the right to access to all the Project documents. **Capt Anoop Kumar Sharma** and **Sri. H.K. Dash IAS (Retd.)** shall be acting as the IEM for this empanelment/Tender. However, OICL at its sole discretion reserves the right to change/name another IEM, which shall be notified latter.

#### Contact Details:

<b>Capt. Anoop Kumar Sharma</b>	<b>Sri. H.K. Dash, IAS (Retd.)</b>
2104 A, Oberoi Gardens, Thakur Village, Kandivili (East), Mumbai-400 1 Mobile No: 8291086676 EmailID: anoop21860@gmail.com	House no. 289, Sector-8 Gandhinagar- 382007 Gujarat Mobile: 9825048286 Email ID: hkdash184@hotmail.com

## 5. INSTRUCTIONS TO BIDDERS FOR BID SUBMISSION

The bids in response to this Tender must be submitted only for the Eligibility cum Technical Evaluation. The Eligibility cum Technical bid should be complete in all respects and contain all information asked for. The bidders are required to submit signed & stamped copies of their eligibility documents in a sealed envelope. IT SHOULD NOT CONTAIN ANY PRICE INFORMATION, if any price information is mentioned, the Bid will be rejected.

Technical Bid will contain the details as required in the eligibility criteria, along with the documentary evidence, and other documents related to the bid (signed copies).

The units registered under Single Point Registration Scheme of NSIC are eligible to get the benefits under Public Procurement Policy for Micro & Small Enterprises (MSEs) Order 2012 as notified by the Government of India, Ministry of Micro Small & Medium Enterprises, New Delhi vide Gazette Notification dated 23.03.2012 and amendment vide order no. S.O. 5670(E) dated 9th November 2018.

### **5.1 Bid Preparation**

- Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that needs to be submitted.
- Any deviations from these may lead to rejection of the bid.
- Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule.

### **5.2 Bid Submission**

- Bidder are requested to prepare in advance for bid submission so that he/she can submit the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- The Tender Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case the person or persons signing the Bid shall initial such corrections.
- The bids are to be submitted by each bidder in a sealed envelope.
- The bidders should follow this timelines during bid submission.
- Any bid received after the due date and time for receipts as prescribed in this Tender document will not be considered.

### **5.3 Amendment of Bid Document**

At any time prior to the deadline for submission of proposals, the department reserves the right to add/modify/delete any portion of this document by the issuance of a Corrigendum, which would be published on the website and will also be made available to the all the Bidder who has been issued the tender document. The Corrigendum shall be binding on all bidders and will form part of the bid documents.

### **5.4 Assistance to Bidders**

- Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

- For any queries relating to the process of online bid submission or queries relating to Portal, you may contact:  
**Mr. A.K. Jha (akjha@orientalinsurance.co.in),**  
**Mr. Sandeep K Sharma (sharma.sandeep@orientalinsurance.co.in)**
- The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of the bid(s).

## 5.5 Instructions to Bidder

- The bidder shall examine all the instructions, forms, MIS formats, terms and specifications in the documents of State/UT Governments GOs, the prevailing Operating Guidelines of PMFBY/RWBCIS Scheme/Other Crop Insurance products and the scope of work mentioned.
- The decision of OICL on qualification shall be final and binding on all the Bidders.
- Company reserves the right to cancel in full or part of the tender at any stage of the tendering process and can go for Re-Tendering or even extend the Cut-off date for submitting the Bids without assigning any reason thereof.
- The Prospective Bidder (s) shall, at regular interval, visit the website of OICL for any updates.
- OICL will have the right to blacklist the successful Bidder if their performance during the Season found to be poor or not attending to the needs of OICL.

## 5.6 Opening of Bids

Bids received within the prescribed closing date and time will be opened in presence of bidder's representatives who choose to attend the opening of the bids on the specified date and time as mentioned earlier in the Tender document. The bidder's representatives present shall sign a register of attendance and minutes and they should be authorized by their respective companies to do so. A copy of the authorization letter should be brought for OICL to verify. The bids shall be opened after ascertaining the payment of fee and EMD, the ELIGIBILITY Bid and Technical bid will be opened per the schedule given in the Tender document. The Technical Bid points will be evaluated only for the bidders who satisfy all the eligibility criteria.

## 5.7 Tender Processing Fees & EMD

The Bidder shall furnish, as part of his Bid a tender processing fee of INR 10,000/- (incl of GST) in the form of electronic payment i.e., NEFT/RTGS and EMD of INR 5,00,000/- preferably in the form of Demand Draft or Bank Guarantee of equivalent amount as per details given in "General Details". The details of UTR No. / Bank guarantee No. shall be submitted while submission of online bids. A non-refundable tender document fee of **₹10,000/-(Rupees Ten Thousand Only)**, incl of GST shall be remitted through electronic credit only before pre-bid meeting date and time as prescribed earlier to our bank account mentioned below:

Beneficiary Name	The Oriental Insurance Company Ltd.
IFSC Code	UCBA0000115
Account No.	01150200000009
Bank Name	UCO bank
Branch Address	Asaf Ali Rd. New Delhi

An amount of **Rs.5,00,000/-(Rupees Five Lacs only)** shall be deposited through Demand Draft or Bank Guarantee in the favor of “The Oriental Insurance Company Limited” payable at Delhi, only before submission of bid as prescribed earlier to our bank account mentioned below:

#### Exemption of Tender Fee

- Micro & Small Enterprises (MSE) units and Start-ups\* are exempted from payment of Tender fee provided the Services they are offering, are rendered by them. Exemption as stated above is not applicable for providing services, rendered by other companies.
- Bidder should submit [Annexure 7](#) along with supporting documents issued by competent Govt. bodies to become eligible for the above exemption.
- Start-ups which are not under the category of MSE shall not be eligible for exemption of tender fee.
- Bidders may please note:
- NSIC certificate/ UDYAM Memorandum should cover the items tendered to get tender fee exemptions. Certificate/ Memorandum should be valid as on due date / extended due date for Bid submission.
  - a) “Start-up” company should enclose the valid Certificate of Recognition issued by Department for Promotion of Industry and Internal Trade (DPIIT), (erstwhile Department of Industrial Policy and Promotion), Ministry of Commerce & Industry, Govt. of India with the technical bid.
  - b) Bidder who solely on its own, fulfils each eligibility criteria condition as per the RFP terms and conditions and who are having MSE or Start-up company status, can claim exemption for tender fee.

Tender response not accompanied by EMD and tender processing fee (except for MSEs and startups) shall not be evaluated provided they have given Annexure-7.

#### 5.8 Clarification of Bids

During the bid evaluation, OICL may, at its discretion, ask the bidders for clarifications with respect to their bids. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted. OICL has the right to disqualify the bidder(s) whose clarifications are found not suitable for the requirement according to the scope of the work.

OICL shall not be sending individual communications to the bidders. Hence, the Bidders are advised to regularly visit our website <https://orientalinsurance.org.in/> for updates.

#### 5.9 Address for Communication

<b>Point of Contact:</b>	Mr. A.K. Jha, Chief Manager, Crop
<b>Address:</b>	Chief Manager, Oriental Insurance Company Ltd. (OICL) Corporate Office: 1 <sup>st</sup> floor Block 4, NBCC, East Kidwai Nagar, Delhi 110023
<b>Email:</b>	Cropcell@orientalinsurance.co.in

#### **5.10 Financial Bid validity period**

The financial bid shall be valid for the entire tender period (Kharif and Rabi seasons)

#### **5.11 Legal Compliance**

The successful bidder hereto agrees that it shall comply with all applicable union, state and local laws, ordinances, regulations, and codes in performing its obligations hereunder.

#### **5.12 Corrigendum and amendments**

OICL reserve the right to issue any corrigendum and amendment if any, before the last date of submission of bid.

**ANNEXURE-1: Cover Letter  
(On Bidder's Letter head)**

To,  
Chief Manager,  
Crop Department,  
Oriental Insurance Co. Ltd.  
Corporate Office: Block 4, NBCC,  
East Kidwai Nagar,  
Delhi 110023

Date:

Dear Sir,

Sub: Tender No: 010000/HO-CROP/RFP/1/2023-23 for Empanelment of Field Risk Management Services Providers

Having examined the Tender documents including all annexure the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Field Risk Management Services to OICL as mentioned in Tender document in conformity with the said Tender documents and made part of this Tender document.

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.

We have read, understood and accepted the terms/ conditions/ rules mentioned in the Tender document. Until a formal contract is prepared and executed, this Tender offer, together with OICL's written acceptance thereof and OICL's notification of award, shall constitute a binding contract between us.

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

We are neither blacklisted currently by any Government/ Ministry/Department/PSU/ Insurance Company nor debarred currently from dealing with any company/ public department.

We understand that OICL is not bound to accept the lowest or any offer OICL may receive. We also understand that the whole bidding exercise may be scrapped without assigning any reason and it is acceptable to us.

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.

We certify that we have provided all the information requested by OICL in the format requested for. We also understand that OICL has the exclusive right to reject this offer in case OICL 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 OICL reserves the right to reject the offer if anything is found incorrect.

Place:

Date:

**Seal and signature of the bidder**

**Annexure-2-Eligibility Criteria**

S. No.	Criteria	Proofs to be submitted	Compliance(YES/NO)
1	The bidder should be a Government Organization/ PSU/ or a Limited Company/ Private Limited Company under Companies Act in India or Partnership/ LLP firm only.	Self-attested copy of the Certificate of Incorporation / Certificate of Commencement of Business/ Partnership deed / MOA / AOA to be submitted.	
2	The Bidder must be registered with relevant Govt. /Statutory Authorities/tax authorities for not less than Two years as required in the normal course of business to render similar services. Service Provider will be responsible for compliance of all regulatory/statutory provisions.	Relevant Registration certificate/GST return/Income tax return for the past 2 FY. 2021-22 and 2022-23. In case return for present assessment year is not available, certificate of CA may be provided.	
3	The Bidder must have relevant experience of at least two seasons with Insurance Companies starting from Kharif 2016 season in implementation of minimum two of the Field Risk Management activities specified in the scope of the work out of which CCE Co- observation or Individual Loss Assessment is mandatory.	Experience certificates from clients/companies.	
4	The Average Annual Turnover of any three financial years (FY) out of previous five FY should not be less than Rs.5 Crore.	Audited accounts (Balance Sheet and Profit and Loss Account etc.) for corresponding 2 FY.	
5	The Bidder must have at least two skilled, qualified, trained personnel, with required educational qualification as specified in the prevailing operational guidelines of PMFBY/RWBCIS/Other Crop Insurance products with minimum 2 years relevant experience for the Field Risk Management activities.	Undertaking on bidder's letterhead with details of state representatives, total no. of personnel engaged with educational qualification and experience.	
6	The Bidder must not have been currently blacklisted by any Government/ Ministry/Department/PSU or any other Insurance Company nor should have been currently debarred from dealing with any company/ public department including OICL.	Self-Declaration on Bidder's Letterhead as mentioned in Covering letter.	

7	The selected Bidder shall not be allowed to assign the work under this Tender to any other Service Provider or to sub-contract the work.	Self-Declaration on Bidder's Letterhead.	
8	The Bidder must not be engaged or have engaged in past six months in insurance intermediation, or any other activity related to agricultural finance including issuing crop loans.	Self-Declaration on Bidder's Letterhead	
9	The personnel engaged by the Service Provider should be tech literate and should be capable of working on computers and Mobile Apps.	Self-Declaration on Bidder's Letterhead	
10	Authorization to sign the bid	Power of attorney or duly signed authorization letter (by power of attorney holder, copy of which to be attached).	

**Annexure-3- Technical Experience & Qualification Details:**

<b>Category A: Evaluation of previous completed years of experience in Field Risk Management Services execution</b>				
<b>Maximum mark : 100</b>				
<b>S. No.</b>	<b>Field Risk Management Services</b>	<b>Experience in No. of Crop Seasons under Central/ State /UT Govt. Crop Insurance Schemes / Programmes</b>	<b>Marks</b>	<b>Maximum Marks</b>
1	CCE co-observation	2(Minimum) 3-4 ≥5	15 30 45	45
2	Individual Loss Assessment through field surveys	2(Minimum) 3-4 ≥5	15 25 35	35
3	Crop Health Monitoring / Ground Truthing	2(Minimum) 3-5 ≥6	5 7 10	10
4	Individual Loss Assessment through Remote Sensing Technology	1 ≥2	5 8	8
5	Individual Loss Assessment through Unmanned Aerial Vehicles	1 ≥2	1 2	2
<b>Category B: Evaluation of Manpower &amp; Technical Qualification.</b>				
<b>Maximum mark is 50</b>				
<b>S. No.</b>	<b>Technical Qualifications at present</b>	<b>Specifications</b>	<b>Marks</b>	<b>Maximum Marks</b>
1	Number of states where the bidder has past experience of CCE Co-observation under PMFBY in any one season since Kharif 2019.	2 States(Minimum) 3-4 States ≥5 States	8 12 15	15
2	Number of seasons where the bidder has past experience of CCE Co-observation in at least three States concurrently plus carried out any one specified Field Risk Management Services.	2(Minimum) 3-5 ≥6	8 12 15	15

3	Number of persons the bidder is having at their disposal who are skilled, qualified, trained with required educational qualification as specified in the PMFBY/RWBCIS operational guidelines and also having with minimum 2 years Experience at present.	30(Minimum) 31-74 ≥75	2 3 5	5
4	The Average Annual Turnover of the Bidder for the last 3 Financial Years.	More than 5 Cr. More than 6 Cr. More than 7 Cr.	1 3 5	5
5	Number of Remote Sensing Experts employee on Roll working with bidder for at least last 1 year.	1 2 ≥3	1 3 5	5
6	Number of States/UT in which the bidder is having Offices at present.	2 States (Minimum) 3 States ≥4 States	1 2 3	3
7	Number of Seasons where the bidder has performed any Remote Sensing Technology (RST) based Yield/Acreage Assessments since 2016.	1 Season ≥2 Season	1 2	2

**Category C: Evaluation of Field Risk Management Services in any one crop season under PMFBY/RWBCIS since 2019 onwards**

**Maximum mark : 50**

S. No.	Field Risk Management Services	Successfully completed Numbers	Marks	Maximum Marks
1	CCE co-observation	15000(Minimum) 15001- 25000 25001-35000 35001-50000 ≥50000	15 20 25 30 35	35
2	Individual Loss Assessment	50000 100000 ≥200000	5 10 15	15

<b>Category D: Evaluation of Manpower &amp; Field Risk Management Services</b> <span style="float: right;"><b>Maximum mark is 100</b></span>				
<b>S. No.</b>	<b>Evaluation</b>	<b>Specifications</b>	<b>Marks</b>	<b>Maximum Marks</b>
1	Presentation, Evaluation/ Interview of the CCE Agency	Detailed PPT regarding result oriented details in respect of CCE Co- observance & Loss assessment	100	100

### Annexure-3.1: List of Remote Sensing Experts & List of Agricultural Experts

List of Remote Sensing Experts:

S.No.	Name of Employee	Technical Qualification	Working in Bidders Service Provider Since
1			
2			
3			

List of Agricultural Experts:

S.No.	Name of Employees	Technical Qualification	Experience
1			
2			
3			

Signature of Authorised Signatory

**Annexure-3.2: List of Offices**

<b>Name of City where office is located</b>	<b>Address</b>	<b>Contact Person</b>	<b>Telephone Number(s)</b>	<b>E-mail address</b>	<b>Remarks</b>

Signature of Authorised Signatory

## ANNEXURE 4 - PRE INTEGRITY PACT (FORMAT)

(Bidders to submit 2 (two) copies of integrity pact in ₹ 100 stamp paper)

Subject: Offer for Tender Ref. No. 010000/HO-CROP/RFP/001/2023-2024 - "Empanelment of Field Risk Management Services Provider"

Date:

### 1 General

This pre-bid-pre-contract Agreement (hereinafter called the Integrity Pact) is made at \_\_\_\_\_ place \_\_\_\_\_ on \_\_\_\_\_ day of the month of \_\_\_\_\_, 202\_ between Oriental Insurance Company Limited, having its Registered Head Office at ORIENTAL HOUSE, A-25/27, ASAF ALI ROAD, NEW DELHI-110002 (hereinafter called the "BUYER/OICL", which expression shall mean and include, unless the context otherwise requires, its successors and assigns) of the First Part and M/s. \_\_\_\_\_

represented by Shri./Smt. \_\_\_\_\_, Chief Executive Officer (hereinafter called the "BIDDER/SELLER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to issue RFP for supply, installation and maintenance of firewall and the BIDDER/SELLER is willing to offer/has offered the services and WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a corporation set up under an Act of Parliament.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence /prejudiced dealing prior to, during and subsequent to the currency of the contract to be entered into with a view to:

- Enabling the BUYER to obtain the desired said stores/equipment/services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and
- Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption in any form by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this integrity Pact and agree as follows:

### 2 Commitments of the BUYER

2.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

Empanelment of Field Risk Management Service Providers

- 2.2 The BUYER will during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 2.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and during such a period shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

### **3 Commitments of BIDDERS**

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contact stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any officials of the BUYER, connected directly or indirectly with bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe , gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
- 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacture/integrator/authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, or has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with contract and the details of services agree upon for such payments.
- 3.7 The Bidder 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.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER/Contractor will not commit any offence under the relevant India Penal Code (IPC) /Prevention of corruption (PC) act. Further, the bidder will not use improperly, for purposes of competition or personal gain, pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the Bidder or any of the key personnel of the bidder actively involved in the project is a relative of any of the actively involved personnel of the Buyer, the same should be disclosed.
- 3.13 The term 'relative' for this purpose would be as defined in section 2(77) of the Companies Act, 2013.
- 3.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee or the BUYER.
- 3.15 The Bidder(s) /Contractor(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.

#### **4. Previous Transgression**

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

## 5 Sanctions for Violations

- 5.1 Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:
- i. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with other BIDDER(s) would continue
  - ii. The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit/Performance Bond) (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
  - iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER
  - iv. To recover all sums already paid by the BUYER, and in case of Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a bidder from a country other than India with interest thereon at 2% higher than LIBOR. If any outstanding payment is due to the bidder from the buyer in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
  - v. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER along with interest.
  - vi. To cancel all or any other Contracts with the BIDDER, the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER
  - vii. To debar the BIDDER from participating in future bidding processes of the buyer or its associates or subsidiaries for minimum period of five years, which may be further extended at the discretion of the BUYER.
  - viii. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
  - ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with BIDDER, the same shall not be opened.
  - x. Forfeiture of Performance Bond in case of decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the fee by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 5.3 The decision of the BUYER to the effect that a breach of the provision of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.

## 6 Independent Monitors

- 6.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.

Name, address, email of the Monitor(s):

<b>Capt. Anoop Kumar Sharma</b>	<b>Sri. H.K. Dash, IAS (Retd.)</b>
2104 A, Oberoi Gardens, Thakur Village, Kandivili (East), Mumbai-400 1 Mobile No: 8291086676 EmailID: anoop21860@gmail.com	House no. 289, Sector-8 Gandhinagar- 382007 Gujarat Mobile: 9825048286 Email ID: hkddash184@hotmail.com

- 6.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 6.3 The Monitors shall not be subject to instruction by the representatives of the parties and perform their functions neutrally and independently.
- 6.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 6.5 As soon as the Monitor notices or has reason to believe, a violation of the Pact, he will so inform the Authority designated by the BUYER
- 6.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER 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 documents. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality
- 6.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings
- 6.8 The Monitor will submit a written report to the designed Authority of the BUYER within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and should the occasion arise, submit proposals for correcting problematic situations.

## 7 Facilitation of Investigation

In case of any allegation of violation of any provision of this Pact or payment of fee, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

8 Law and Place of Jurisdiction

9 This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

10 Other Legal Actions

The action stipulated in this integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

11 Validity

11.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 3 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later in case BIDDER is unsuccessful, this integrity Pact shall expire after six months from the date of the signing of the contract.

11.2 Should one or several provisions of the Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

12 The parties hereby sign this integrity Pact, at \_\_\_\_\_ on \_\_\_\_\_

(a) for & on behalf of Oriental Insurance Co. Ltd.

(a) for & on behalf of (BIDDER’S  
NAME)

GENERAL MANAGER

CHIEF EXECUTIVE OFFICER

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In the presence of: Witnesses

In the presence of:

- 1:

Witnesses - 1:

Witnesses - 2:

Witnesses - 2:

## **Annexure 5 - Restriction of Purchase from Countries Sharing Land Border with India**

<To be submitted in the Bidder's letter head along with eligibility criteria >

Ref. No:

To

The Chief Manager,  
Crop Department,  
Oriental Insurance Company Limited  
Corporate Office: Block 4, NBCC, East Kidwai Nagar,  
Delhi 110023

Subject: Offer for RFP Ref. No. 010000/HO-CROP/RFP/1/2023-2024 - "Request for Proposal (RFP) –  
Empanelment of Field Risk Management Service Providers"

Dear Sir/Madam,

I have read Office Memorandum F.No.6/18/2019-PPD dated 23.07.2020 issued by the Ministry of Finance, Department of Expenditure, Public Procurement Division Inserting Rule 144 (xi) in GFRs 2017 which defines clauses regarding restrictions or procurement from a bidder of a country which shares a land border with India. I certify that this bidder is not from such a country or, if from such a country, has been registered with the competent authority, I certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the competent authority shall be attached.]"

Authorized Signatory

Name Designation

Office Seal

Place:

Date:

### Annexure 6 – Format for Pre-Bid Queries

Sr No	Bidder Name	Page No (tender Ref)	Clause (tender Ref)	Description in the tender (tender Ref)	Query
1					
2					
3					

Note: The queries may be entertained received only through e-mail to email id - [cropcell@orientalinsurance.co.in](mailto:cropcell@orientalinsurance.co.in) Responses of queries will be given in VC, hence you may submit your queries one day prior to pre bid VC for clarification. No queries will be accepted on telephone or through any means other than e-mail and after the stipulated date and time. The queries shall be send in .xls/.xlsx format with above fields only.

**Annexure 7– Certificate for Tender Fee Cost Waiver for MSME/NSIC Firms**

(in Letter head of Chartered Accountant)

Ref. No. 010000/HO-CROP/1/2023-24

Date:

TO WHOMSOEVER IT MAY CONCERN

This is to certify that M/s. \_\_\_\_\_, having registered office at \_\_\_\_\_ has made an investment of Rs. \_\_\_\_\_/- in \_\_\_\_\_, as per Audited Balance Sheet as on 31.03.2022. Further we certify that the Company is classified under Micro and Small Enterprise (MSE) as per MSME Act 2006 and subsequent government notifications.

We have checked the books of the accounts of the company and certify that the above information is true and correct.

Chartered Accountant Firm Name

Signature

Name

Reg.No

VID No.

Firm

Seal

## **ANNEXURE 8 – Bid Security Declaration in lieu of EMD**

To

The Chief Manager  
Crop Department  
Oriental Insurance Company Limited  
Corporate Office: Block 4, NBCC, East Kidwai Nagar,  
Delhi 110023

Sub: BID SECURITY DECLARATION in respect of Tender No.: 010000/CROP/RFP/1/2023-24

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

- a. We will not withdraw our bid during the period of bid validity specified in the tender.
- b. In the case we are one of the successful bidders who are being empaneled, we will not withdraw or amend the tender conditions or impair or derogate from the tender.
- c. We shall furnish performance guarantee as per the provisions of the tender document within the time stipulated.

In the event of any breach of this undertaking, we understand and acknowledge that we shall be blacklisted for a period of 03 years from the date of breach from any future assignments with OICL and the EMD/Performance Security can be forfeited by the OICL without any further information.

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

Signature of authorized person with seal

**Annexure 9– Bid Submission Checklist**

S.No.	Document	Enclosed (Yes/No) , Page Number	Details (details as desired to be filled in this column)
<b>1.</b>	<b>Eligibility cum Technical Bid</b>		
1.1	Cover Letter as per Annexure-1		
1.2	A letter on the bidder's letter-head: a) Describing the point wise confirmation in respect of the eligibility criteria enumerated in <a href="#">Annexure-2</a> . b) Details in respect of the Technical Experience & Qualification as per <a href="#">Annexure-3.1 &amp; 3.2</a>		
1.3	Proof of Submission of Tender Processing Fee & EMD (bank statement/ NEFT/RTGS details)		Amount & bank statement/ NEFT/RTGS details
1.4	Power-of-attorney granting the person signing the bid the right to bind the bidder as the 'Constituted attorney of the company'.		
1.5	Bidder shall submit PAN number, GST Registration number		Mention PAN & GST number
1.6	<a href="#">Land Border Sharing Declaration</a>		
1.7	Copy of RFP published in the website <a href="https://orientalinsurance.org.in">https://orientalinsurance.org.in</a> duly signed and stamped		
1.8	Certificate for Tender Fee Cost Waiver for MSME/NSIC Firms as per Annexure -7 (in case of MSME/Startups)		
1.9	Cancelled Cheque / Bank details		Mention account Details and amount deposited as tender fee
1.10	Name, Mobile & Email of Agency Representative		Give details as desired