

The Oriental Insurance Company Limited

(A Government of India Undertaking)

Regional Office- Pune

Short Notice Inviting Tender For Hiring Services To Execute Various Non-Core Activities Related To Pradhan Mantri Fasal Bima Yojana (PMFBY) From Kharif 2023 Onwards Up To Rabbi 2026 in Six Districts Namely Satara, Solapur, Ahmednagar, Nasik, Jalgaon And Chandrapur Of Maharashtra

Issued By

The Oriental Insurance Company Limited

Regional Office Pune,

1st Floor, Mayfair Towers,

Old Pune - Mumbai Road, Shivajinagar, Pune – 411005

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Website / Portal - www.orientalinsurance.org.in

Registered Office: Oriental House, A - 25/27, Asaf Ali Road, New Delhi – 110002

INTRODUCTION

1.

1.1 ABOUT THE COMPANY

The Oriental Insurance Company Ltd. with its Head Office at New Delhi has 29 Regional Offices and nearly 1,800+ operating offices in various cities of the country. The Company has overseas operations in Nepal, Kuwait and Dubai and has a total strength of around 13,500 employees.

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. Oriental specializes in devising special covers for large projects like power plants, petrochemical, steel and chemical plants. The Company has developed various types of insurance covers to cater to the needs of both the urban and rural population of India. The Company has a technically qualified and competent team of professionals to render the best customer service.

The Oriental Insurance Company Ltd., 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 quote or RFQ inviting quotes from Bidders.

1.2 NOTICE INVITING BIDS

The Oriental Insurance Company Ltd, Regional Office, Pune invites sealed bids from eligible bidders for hiring services to execute various non-core activities for implementing Pradhan Mantri Fasal Bima Yojna (PMFBY) in the districts of Ahmednagar, Nashik, Chandrapur, Solapur, Jalgaon and Satara for a period of three years. This can be further extended by 1 year by Govt. Notification.

1.3 SCHEDULE OF EVENTS

The Department will follow the following schedule in respect of the bid process

Description	Details / Target date
Tender Reference no:	OICL/PRO/PMFBY/2023/001
Tender forms available at Website	www.orientalinsurance.org.in
Date of Issue / Publishing	05-07-2023
Pre bid meeting (videoconference)	06-07-2023
Last Date & Time of submission of bids	10-07-2023 before 17.00 pm
Place of submission of bids	Crop Cell, The Oriental Insurance Company Ltd., Regional Office, 1st Floor, Mayfair Towers, Old Bombay Pune Road, Shivajinagar, Pune – 411005
Date & Time of opening of technical bid	11-07-2023 at 14.30 am
Place of opening of technical bid	Crop Cell, The Oriental Insurance Company Ltd., Regional Office, 1st Floor, Mayfair Towers, Old Bombay Pune Road, Shivajinagar, Pune – 411005
Date and time of opening of Financial bid	13-07-2023 at 11:00 pm (For bidders qualifying in the Technical Bid)
Place of opening of Financial bid	Crop Cell, The Oriental Insurance Company Ltd., Regional Office, 1st Floor, Mayfair Towers, Old Bombay Pune Road, Shivajinagar, Pune – 411005
Email id for communication	pmfby.160000@orientalinsurance.co.in

Bid validity for Bidders	60 days from the last date of submission of the bid
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2. TENDER NOTICE

The Oriental Insurance Company Ltd invites sealed bids in TWO BID SYSTEM from eligible bidders (also called as Vendors / Service Providers) for hiring services to execute various non-core activities for implementing Pradhan Mantri Fasal Bima Yojna (commonly known as PMFBY) in the districts of Ahmednagar, Nashik, Chandrapur, Solapur, Jalgaon and Satara in the State of Maharashtra for the notified crops as per the Maharashtra State Government guidelines and Notification from Kharip- 2023 to Rabbi - 2026 and as per Operational Guidelines (Revised) issued by the Ministry of Agriculture and Farmers Welfare.

Tender documents containing full details of the activities to be executed can be downloaded from our portal www.orientalinsurance.org.in

The company reserves right to amend, modify or cancel the tender, accept or reject any or all the bids at any stage of the tender process / shift / change the dates of opening of the bids, without assigning any reason thereof.

All notifications will be uploaded on company's website: www.orientalinsurance.org.in

2.1 Scope of tender-

This tender is for seeking support in execution of the specified below mentioned non-core activities in the implementation of PRADHAN MANTRI FASAL BIMA YOJNA (PMFBY) for various jobs / functions to be assigned from time to time in the Six Districts for state of Maharashtra.

- 1.1. Set up of Functional Offices at Taluka and District level with Taluka and District level manpower
- 1.2. Application download, analysis and verification (QC)

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

OICL cannot assure the quantum of work under any of the referred activities. 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/s jointly or severally, without any restricts and the successful bidder shall provide the services to such work allocated without any demur.

2.1.1 Taluka / District level manpower-

1. Deployment of qualified manpower at each OICL desired Talukas, District to implement PMFBY as per the prevailing operational guidelines of PMFBY and notification issued / to be issued by Maharashtra State Government for Kharif - Rabbi Seasons from 2023-25 (further extendable to 1 year).
2. The deployed manpower shall possess the following qualifications:-

3. Graduation preferably in Agriculture / Rural Studies / Agri – Business Management.
4. Working knowledge of MS Office (including Word, Excel and Power Point) and having experience in data handling using Tablet / Laptop / Mobile / Desktop and comprehension skills.
5. Well versed in Marathi, Hindi and English (Read, Write and Speak) with good communication skills.

2.1.2 Application download, analysis and verification (QC)-

QC in respect of almost all the applications shall be carried out using advanced IT Technology thereby confirming Eligibility of Farmers taking part in PMFBY, insurable interest and authenticity of the documents uploaded. The details of scope of work is as per Section 3.2. The QC can be extended for confirming area of field, crop sown as per Pik Pahani Report etc.

2 SCOPE OF WORK-

2.1 District and Taluka Manpower-

- Requirement of trained contractual manpower / resources at District / Taluka / Bank / Post Office / RO level with intensive travelling and field work for carrying out distribution of awareness materials, PMFBY training, awareness, capacity building of banks / Post offices / District / Taluka Administration / farmers support as per requirement.
- District Coordinator will be responsible for complete and overall activity of the allotted district for implementation of PMFBY including monitoring the activity of Taluka coordinators. The candidate should possess soft skills to deal with senior Government officials of the district e.g. District Collector, District Agriculture officer, Lead banker (list is indicative) on regular basis.
- Taluka coordinators to report to respective District Co-ordinator.
- Daily report (Monday – Saturday) on Taluka coordinators to be provided to respective OICL Regional Office by District Coordinator.
- Coordinators for Nashik and Chandrapur district to report to OICL Nagpur Regional Office.
- Coordinators for Ahmednagar, Solapur, Satara and Nashik to report to OICL Pune Regional Office.
- Imparting training to Bank / Post office / CSC / VLE for facilitating entry on NCIP portal and assisting them to remove technical issues, hand holding support to all co-operatives.
- At least 2 trainings to be held at each Taluka for each season and report to be submitted to OICL with photos, videos.
- At least 5 resources to be employed at the major banks in the district including DCC banks for all districts to ensure smooth data entry till end of enrolment period.
- One resource to be stationed at each District / Taluka office of OICL.
- Five resources to be stationed at Regional Office Pune and Nagpur each. The number of resources stationed at Regional Offices can be extended depending on the requirement. One of these resources (at each RO) is additionally be responsible for translation of Marathi documents to English, as per requirement.

- Translation to English from Marathi to be completed in 1 day and submitted to OICL.
- Depending on the volume of documents, the same can be extended following consent from OICL.
- Ten additional IT savvy resources expert in handling MS Office (Excel) to be stationed at Regional Office Pune.
- The number of resources at each RO to be increased depending on necessity.
- The tenure of contractual manpower mentioned in work order can be extended further on need basis. Location of district resources could be changed on need basis and more than one location / Taluka can be assigned to Taluka coordinator as per requirement.
- **Under no circumstances the contractual resources of the bidders, their managers or directors and executives etc can claim employment / will have right to employment in OICL.**
- Each resource should have a working smart phone and mobility arrangement (e.g. two wheeler) of their own. The resources shall possess valid and effective driving license and the vehicle is duly insured along with PUC Certificate at all the times during the contract period.
- The working days are from Monday to Saturday, however can be extended to 7 days in case of any urgency. The working hours are 8 hours of duty per day.
- Resource should be well conversant with knowledge of PMFBY Scheme and updates from time to time.
- Taluka and district level coordinators are required to keep a record of the farmer's visit and details of the visit. This record should be shared with OICL / State or Taluka level officials whenever required. They should facilitate necessary action to ensure timely disposal of any issues or scale up if required. Calls from Toll free will be provided with the Taluka coordinators' mobile numbers OR be redirected to Taluka Coordinator. The mobile numbers will also be published on Portal (OICL / NCIP) and shared with State and District officials. Change in mobile number should be informed to respective OICL RO beforehand.
- Taluka and district level coordinators should liaise with District and Block level officers, field functionaries, ATMA officials, banks, CSC / VLE, PRI members, progressive farmers, KVKs etc for effective scheme implementation.
- Maintain proper record of crop loss intimations received in the blocks/ district by way of physical Intimation received directly from farmers or State Govt./ banks/ CSC etc.
- Participate in weekly / monthly review meetings conducted by district and block agriculture office and share minutes of the meeting with OICL.
- Regularly report to District and Block Agriculture Officer / concerned authority about his / her work.
- Participate in various committees notified at district and block level- like Joint committees, DGRC, Block GRC, Steering Committee for CCE, DLBC/BLBC, CSC, ATMA and PRI Functionaries etc.
- Resource should be fluent in Marathi, Hindi and English (read, speak and write).
- Collecting Sown Area data with relevant forms in close coordination with officials of Revenue, Agriculture, planning and bringing it to the notice of OICL respective regional

office and Govt officials after sowing season is over to rule out excess insurance, multiple insurance, over insurance and any other operational matters.

- District coordinator to submit the crop sown report in the prescribed format along with proofs (in form of photographs, Govt / media reports etc.) to OICL for their district on weekly basis from date of assignment. The monitoring report should include comparative statement of current year crop sown (for and upto the week) with previous year and progress of crop sown area with reasons any abnormal changes in the area sown. **Penal provision may be called for pendency of this report.**
- To liaise with LDM's of each district and ensure the details of all banks located in the district along with contact details of personnel looking after PMFBY scheme in those banks have to be obtained in the beginning of the season.
- Manpower not functioning properly, not up to the mark, misbehaving committing / omitting to do any act unbecoming for a Public Servant is to be replaced within a week of date of communication from OICL. No representations for any excuse will be entertained in this regard.
- Vendor to ensure and shall be responsible for compliance of Minimum Wages Act / / ESI Act, Provident Fund, Regulatory and any other statutory requirements / provisions as per all applicable laws in respect of resources.
- In case, any manpower employed by the service provider, due to any reason, gets injured, or has fatal injury, the responsibility of giving compensation to the worker or to any other person required by Law will rest entirely upon the service provider and in no case OICL or any of its officers shall be responsible.
- If any loss is caused to OICL due to the negligence or irresponsibility of vendor, or of manpower supplied by the vendor, then OICL would deduct amount of loss from the payments due to the vendor in addition to the penalties levied if any. In this regard, no excuses, objections or explanations will be entertained.
- There should not be any change, alteration or modification in Manpower without prior information to OICL during the course of the contract.
- KYC of all the manpower employed should be complied with and should be provided to OICL in the shape of full name, address, date of birth, educational and other qualification, experience and KYC documents like Adhar Card, Pan Card and Bank details etc.
- Vendor Taluka representative to ensure printing and submission of the policy and or receipt for every insured farmer in his taluka as per schedule specified by OICL. Representative to ensure that every insured farmer gets his / her insurance policy / receipt of his / her share. Record of this to be maintained at the Taluka office and District office. This information should be given to respective Bank Branches as well. Photographs of the distribution event at each Taluka should be shared with OICL for each season.
- Taluka representative will also be responsible for distribution of awareness pamphlets / brochures / any other material as specified by OICL as per schedule provided by OICL. The material will be supplied by OICL. The activity shall be carried out in consultation with local Agri Dept of State and / or Agrani (Lead) Bank officials.

3.2 Application download, analysis and verification (QC)

- Taluka / Talukas will be provided to the vendor/s for QC. This allocation will be as decided by OICL.
- Farmers documents uploaded on NCIP to be downloaded and organized in individual folder. Folder name should be the same as the application number. This can be a zip folder as well. The data to be provided to OICL on suitable storage device (e.g. pen drive or HDD) for each complete season in respect of allotted Taluka / District.
- Checking of application, MIS uploaded on portal. Ensuring the MIS is correct in all aspects for any area/ crop etc. and is free from any discrepancy. Duplication validation of MIS for the information relating to reference unit area, crop, and area declared for insurance and premium. This would include checking any possible cases of duplication or over insurance, checking any over laps with loanee and non loanee farmer in MIS. Insured record verification to ensure the insurable interest of the insured farmers covered by the bank branch / CSC / any other intermediaries in the notified areas / notified crops.
- Vendor to complete the given work on time. Vendor may increase the work force, or working hours by doing over time or function in multiple shifts. In such case, no extra charge will be provided to the vendor by OICL to adhere to the time limit.
- Cross verify each application for allotted district with documents uploaded on portal as per applications assigned in work order.
- Eligibility check-Checking whether the applicant meets the eligibility criteria defined by PMFBY.
- Ensure that the documents submitted on portal are valid and match the information provided in the application form for all applications assigned as per work order.
- Verify authenticity of tenant documents within 7 days from assignment of work order.
- The date may be extended up to a maximum of 7 days considering bulk orders. After that, penal provision may be called for that pendency against the said count of manpower deployed on the job. Use of advanced IT Technology with trusted software is preferred.
- Verification of the insured crop and extent thereof with the area insured declared in the insurance proposal form.
- To submit duly filled prescribed insured crop verification forms / Insured record verification along with proof of insurable interest and insurance to OICL within 7 days from date of assignment of work for the applications assigned / Taluka assigned for survey number (including all the sub survey numbers). The date may be extended up to a maximum of 7 days considering bulk orders. After that, penal provision may be invoked for that pendency against the said count of manpower deployed on the job.
- **Compliance with Guidelines:** Ensure that all applications allotted adhere to the guidelines and regulations set by PMFBY. This includes aspects like the submission deadline, premium payment, sum insured calculation, and any other specific requirements outlined by the program.
- **Data Management:** Maintain a proper record-keeping system to store all the application data, verification outcomes, inspection reports, and relevant documents. This ensures traceability and facilitates future reference, audits, and analysis in addition to confidentiality and data security.

- Quality Check of all MIS verifications / data analysis is mandatory. Suitable Penalty will be levied to the vendor per application for incorrect processing / errors / erroneous results.
- To identify the multiple enrolment within or between Bank branch / CSC / any other intermediary for same land / crop.
- Similar document and other checks are needed to be performed for documents received by reverted applications within 1 week of deficit document receipt on NCIP.
- To complete the work assigned within a week from 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 to respective Regional office of OICL.
- Manager responsible for the team for Talukas under districts Ahmednagar, Solapur, Nashik and Satara to be stationed at OICL RO Pune location only. He / She should be provided with laptop and high speed internet facility by Vendor. He must have experience in PMFBY in at least 1 kharif season.
- Manager responsible for the team for Talukas under districts Jalgaon and Chandrapur to be stationed at OICL RO Nagpur location only. He / She should be provided with laptop and high speed internet facility by the Vendor. He should have experience in PMFBY in at least 1 kharif season.
- Manpower not functioning properly, not up to the mark, misbehaving committing / omitting to do any act unbecoming for a Public Servant is to be replaced within a week of date of communication from OICL. No representations / excuses will be entertained in this regard
- Vendor to ensure compliance of Minimum Wages Act / ESI Act, Provident Fund, Regulatory and any other statutory requirements / provisions as per all applicable laws.
- In case, any manpower employed by the service provider, due to any reason, gets injured, or has fatal injury, the responsibility of giving compensation to the worker or to any other person required by Law will rest entirely upon the service provider and in no case OICL or any of its officers shall be responsible.
- If any loss is caused to OICL due to the negligence or irresponsibility of vendor, or of manpower supplied by the vendor, then OICL would deduct amount of loss from the payments due to the vendor in addition to the penalties levied if any. In this regard, no excuses, objections or explanations will be entertained.
- There should not be any change, alteration or modification in Manpower without prior information to OICL during the course of the contract.
- KYC of all the manpower employed should be complied with and should be provided to OICL in the shape of full name, address, date of birth, educational and other qualification, experience and KYC documents like Adhar Card, Pan Card and Bank details etc.

Vendors equipped with software which uses technology for quicker scanning / download / processing of application data will be preferred.

3 Taluka level Setup of Functional offices

Vendor will arrange premises and infrastructure on behalf of OICL. One office for each Taluka of the district / One office per Taluka allocated to the vendor. Taluka details are as detailed below:

Taluka Details – District wise				
Ahmednagar	Nashik	Chandrapur	Solapur	Jalgaon
Akola	Baglan	Chandrapur	Solapur South	Bhadgaon
Nagar	Surgana	Mul	Barshi	Jalgaon
Parner	Nashik	Warora	Akkalkot	Amalner
Shrigonda	Dindori	Bhadravati	Mohol	Chopda
Shevgaon	Igatpuri	Chimur	Karmala	Erandol
Pathardi	Peint	Sindewahi	Pandharpur	Parola
Nevasa	Sinnar	Brahmapuri	Sangole	Chalisgaon
Rahuri	Kalwan	Nagbhir	Malshiras	Jamner
Sangamner	Trimbakeshwar	Gondpipri	Mangalvedhe	Pachora
Kopargaon	Malegaon	Rajura	Madha	Bhusawal
Shrirampur	Niphad	Sawali	Solapur North	Dharangaon
Jamkhed	Nandgaon	Korpana		Yawal
Karjat	Yevla	Pombhurna		Raver
Rahta	Chandvad	Ballarpur		Muktainagar (Edlabad)
	Deola	Jiwati		Bodvad
	Niphad			

1. District coordinator also to be provided to oversee the working of the Taluka Coordinators. District coordinator location will be as located either at allotted District / RO Pune / RO Nagpur / any other location as required.
2. The Taluka level office should be properly equipped with basic office furniture - tables, chairs enough to accommodate farmers and other visitors and is decorated with the posters of PMFBY Schemes.
3. It should be furnished with Internet connection, printer, electricity connection, laptop, telephone / mobile, stationery, basic LED screen to showcase videos, films, documentaries, etc.
4. An information / educational display exhibits including boards for necessary posters and banners, highlighting various aspects of PMFBY scheme. The content for display will be provided by Gol / State Government / OICL.
5. The working days are from Monday to Saturday, however can be extended to 7 days in case of any urgency. The working hours are 8 hours of duty. However the DC and TCs shall attend to the calls of the farmers on 24 X 7 basis.
6. Functional offices will be required for 6 months for Kharif season and 6 months for Rabi season. The same can be extended as per requirements.
7. 24*7 functional CCTV to be installed in the Offices. Access to be provided to respective Regional Office of OICL in addition to the Vendor. The CCTV should be functional all the times and access to be provided throughout the contract period. Vendor undertakes to provide live recording of any part at his own cost when desired by OICL or any other Govt. Authority.

8. The premises of the office should be located in prime area of the Taluka and easily accessible to farmers. If location of the office is not found satisfactory, the same will be communicated by OICL and immediate relocation should be done by the Vendor.
9. These offices will address / function for queries related to Enrolment under PMFBY, Crop Loss Intimation, Processing of Application, Claim Settlement, Grievance Redressal, etc.
10. Arrangement of premises and infrastructure is to be done by the Vendor.
11. The selected vendor / Service provider / Company needs to sign a Non-disclosure Agreement with OICL, in respect of data and derived products.
12. OICL shall not be liable for any loss or damage due to Fire and allied perils, theft, burglary, robbery etc to the Furniture and fixtures, any belongings, equipments or vehicles of the engaged service provider / agency / company / personnel or any third party liability.
13. The bill to be raised monthly and original GST invoice to be submitted to the respective Regional Office of OICL.

3 Eligibility and Technical bid documents -

All bids will be processed by the Committee formed by OICL Regional Office Pune.

Bidders shall submit the bid as per the criteria specified below. OICL will scrutinize the details given to determine their completeness. Incomplete bids with incomplete documents will 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.

Sr. no	Description	Documentary Proof
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
2	The bidder must be registered with the relevant Government / Statutory Authorities / Sales tax / Income tax etc authorities for not less than 2 years as required in the normal course of business to render similar services. Bidder will be responsible for compliance of all statutory / regulatory provisions.	Relevant Registration Certificate / GST return / Income tax return for 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 Average Annual Turnover of any three financial years (FY) out of previous five FY should not be less than Rs. 1 crore	Audited accounts (Balance Sheet and Profit and Loss Account etc.) for corresponding FY.
4	Bidder must have on their roll- - minimum 15 skilled, qualified, trained personnel, with required educational qualification as specified in the prevailing operational guidelines of PMFBY. - plus minimum 2 Kharif seasons experience for handling Taluka level activities in Maharashtra.	Undertaking on bidder's letter head with the details of persons who satisfy the given criteria with details of the work experience and educational qualification etc.

5	The firm/agency/company must not have been blacklisted by any Government / Ministry / Department / PSU / other insurance company, nor should they have been debarred from dealing with any company / public department.	Self-Declaration on bidder's letter head as mentioned in covering letter.
6	The bidder 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 letter head as mentioned in Annexure.
7	The bidder must not be engaged in past 6 months or have engaged in insurance intermediation, or any other activity related to agriculture finance including crop loan issuance.	Self-Declaration on bidder's letter head as mentioned in Annexure.
8	The personnel engaged by the Bidder should be tech literate and should be capable of working on Computers, Laptops, proficient in use of MS Office (Excel / Word), read and write Hindi, English and Marathi, use of printer, upload / download files etc and having a smart phone. Fluency in Marathi is a MUST.	Self-Declaration on bidder's letter head as mentioned in Annexure.
9	Authorization to sign the bid document.	Power of attorney or duly signed authorization letter (by power of attorney holder, copy of which should be attached)
10	The bidder should have worked in at least two seasons in Maharashtra in similar capacity starting Kharif 2016.	Experience certificate from the Client / Companies. The contact name, designation and number of Satisfactory work completion from the respective insurer be attached.

Any bidder not fulfilling the mandatory criteria mentioned above will be straightaway declared as disqualified and the bids shall not be evaluated further. 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 Evaluation Criteria: Technical bid

Sr. no	Description	Specification	Marks
1	Number of states where bidder has Past Experience of similar work under PMFBY in any one season since Kharif 2019	Similar work executed in 2 States Similar work executed in 3-5 States Similar work executed in >= 6 states	2 5 8
2	Number of years where the bidder has past experience of similar work in PMFBY. (Experience either of the Company or of the Founders / Directors / Partners)	2 years (minimum) 3-5 years >=6 years	2 5 8
3	Average Annual Turnover of the bidder for last 3 Financial years	More than 1 cr. Between 1 to 2 crores More than 2 crores	2 5 8
4	Local presence	Office present in Pune *Office in Nagpur also preferable	5 7
5	Number of persons engaged in implementation and support (similar project) and having minimum 2 years' experience	>=90 Between 91 to 150 More than 150	2 5 8

Bidder has to give proof of evaluation criteria in technical bid, else 0 marks will be awarded. Minimum 13 marks to be scored for being eligible in the Technical bid.

4 Financial Bid

The financial bid to be submitted as per format of OICL in another sealed envelope marked as “**Financial Bid**”. Bidder may apply for work as specified in **any or all** of the below tasks (1.1 to 1.2) specified in **scope of work** namely –

1.1 Set up of Functional Offices at Taluka and District levels with Taluka, District level manpower (DC, TCs, Banks and OICL Offices situated in 6 districts of Maharashtra)

1.2. Application download, analysis and verification (QC)

The bidder who qualifies eligibility criteria and stand L1 in the financial bid shall be awarded either of the work / whole of the work as the case may be. In case more than one bidder qualifies and are ready to work in L1 rates, the work will be allocated amongst such bidders.

OICL reserves the right to accept or reject any bid or all the bids without assigning any reason. Further OICL can allocate the work District wise or Taluka wise to the qualifying bidders at its sole discretion. The decision taken by the OICL shall be final and will be binding on all bidders.

5 Terms and Conditions

1. The name, mobile number and educational qualification of the (placement wise) manpower to be provided to OICL within 1 week of award of work order. (Applicable to : District / Taluka coordinators)
2. Any addition and deletion in the list of manpower should have OICL approval. OICL will periodically verify the manpower. (Applicable to : District / Taluka coordinators)
3. OICL reserves the right to interview the manpower and if found unsatisfactory, the same will be intimated to vendor and such manpower should be replaced. (Applicable to : District / Taluka coordinators)
4. Vendor to provide at least 1 training before start of the activities in presence of OICL officials.
5. District, Taluka level coordinators should be always available and coordinate with OICL District level officials. They should be accessible by mobile phones, What's App and Emails etc. at all the times.
6. Vendor to complete the work in time bound manner as specified in Scope of work / prevailing Operational Guidelines / State Government Guidelines / any related guidelines by IRDAI.
7. The awarded work shall be terminated by OICL in the event the 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 reserves the right to transfer or assign the awarded work to any other Vendor and to invoke penalty provisions against the defaulting / erring Vendor.
8. Vendor shall provide reports and MIS from time to time in formats as specified by OICL within stipulated timelines for the assigned activities.
9. Vendor to comply with all Labour Laws, ESI Act, PF Act as applicable etc. 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.
10. OICL does not warrant quantum of work under any / all of the activities. Depending on the requirement, work order may be placed individually for each activity / season.
11. If the work assigned is not conducted / performed as specified in the work order / tender, it shall lead to black listing of the Vendor. OICL reserves the right to terminate the contract and / or forfeit the performance security / EMD in case of failure of the vendor to provide the services / complete the work as per terms of this tender and work order.
12. The Vendor shall have to arrange comprehensive insurance for their Property and Persons against loss or damage due to Fire, Burglary, Theft, Accident, Act of God, Riot and Civil Commotion etc and Liability Insurance for the injury or loss or damage to the property of the Third Party to be valid throughout the contract period.

13. OICL will not be responsible for any injury / loss / damage caused to the personnel / equipment / premises during the course of execution of work order engaged by the Vendor for whatsoever reasons.
14. Vendor to provide OICL the insurance covers taken in this regard.
15. The Vendor to ensure the safety of their personnel by taking proper precautions and providing them safety tools and equipment such as Helmet for two wheeler riders.
16. The Vendor shall be solely responsible for any acts / deeds of its representatives resulting into violation of any statute, rules, law, and notification in force for such situations causing financial or non-financial liabilities.
17. Any conditional bid would be rejected at sole discretion of OICL.
18. Vendor shall allow OICL to check the quality of Taluka / District level representatives well before the start of the activities as detailed in work order / Tender and unsatisfactory representative shall be replaced, if desired by OICL.
19. OICL representatives may also attend and inspect/ verify the Taluka level offices and observe DC and TC for their performance at any time during the contract period.
20. Vendor shall be solely responsible for any misconduct, misrepresentation, fraud, undue influence, commitments, or any other unlawful act of commission/ omission made by the person engaged by the Vendor. OICL reserves the right to take legal or disciplinary action against the Service Provider / Manpower as deemed fit including but not limited to imposition of penalty, withholding of payment(s).
21. No queries / objections / representations with regard to tender process will be entertained after the tender process is over.
22. It is requested to read the tender document carefully before submitting the bids. The prospective bidders should ensure that they fulfill the eligibility and technical criteria before bidding.
23. The Vendor's performance will be evaluated after every season against vital parameters defining service and quality standards as decided by OICL and the Vendor whose services and performance is not satisfactory shall be removed from the panel. In that situation, the awarded work may be terminated by OICL and may award the work to next L2, L3... etc. at L1 rate.
24. The grounds of unsatisfactory performance may include the following –
 - 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 representatives at desired places in Taluka and District.
 - c. The deployed representative are not available / do not exist / are not present in the field /district / Talukas at designated place of their appointment by the Vendor.
 - d. Lack of quality, sincerity and devotion to duties in the execution of assigned activities.
 - e. Any mischief / misconduct by the representatives, breach of law, abuse in conduct of duties etc.
 - f. Any illegal act involving the exchange of consideration, such as money, with the purpose of influencing the reports or any data or any other ill- intention, demanding or accepting bribe etc.
 - g. Non-performance / completion of the scope of work as per the terms and conditions specified in the tender and/or work order.

h. Non submission / Insufficient or partial and/ or non-timely reporting to OICL / non maintenance of records / non responsive representatives to Farmers / Vendors / OICL.

(The above list is indicative and not exhaustive.)

25. The Service Provider shall not sub-contract the awarded work.
26. Vendor shall be de-paneled and no further representations will be entertained if found breaching the terms of this Tender document.

3 Intellectual Property and Conditions

All the information / document / photos / videos / data collected during any of the awarded activities are strictly confidential and is the 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 of OICL.

10 Indemnity

The empaneled Vendor shall indemnify and keep indemnified the OICL from and against any and all claims, direct losses, injuries, liabilities, with reasonable costs and expenses, direct damages, actions or proceedings which may be made or taken against the OICL by any person arising out of breach of or action or inaction of the vendor or persons acting on its behalf including patent, trademark, copyright, trade secret or industrial design rights, or arising from the non-performance of the awarded work.

The empaneled Vendor 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 willful misconduct by OICL or its employees.

11 Termination

By OICL: OICL may terminate this Assignment in the event of any of the following circumstances:-

- a. If the bidder materially breaches the terms and conditions, including but not limited to delays in the performance of the tender/contract, and fails to rectify the issue(s) within fifteen (15) days from the date of receiving notice.
- b. If the Bidder becomes insolvent, goes into liquidation, or receivership, whether compulsory or voluntary.
- c. If OICL, at its sole discretion, decides to terminate this Contract without providing any reason whatsoever, with a notice period of 30 days.

By Bidder: The Bidder may terminate this assignment by providing written notice of not less than thirty (30) days to OICL, in the event of any of the following circumstances:-

- a. If OICL fails to make payment of any undisputed amount due to the Bidder under this Contract within thirty (30) days after receiving written notice from the Bidder regarding the overdue payment.

- b. If OICL materially breaches its obligations under this Contract and fails to rectify the breach within thirty (30) days.

Cessation of Rights and Obligations: Upon termination of this Contract in accordance with this paragraph, all rights and obligations of the Parties hereunder shall cease, except for the following:-

- a. Any rights and obligations that have already accrued as of the date of termination or expiration.
- b. The obligation of confidentiality and/or Non Disclosure Agreement (NDA) to be executed.
- c. The Bidder's obligation to allow inspection, copying, and auditing of their accounts and records as specified in this tender.
- d. Any rights that a Party may have under the applicable Law.

Payment upon Termination: Upon termination of this Assignment, OICL shall make the payments for Services satisfactorily rendered prior to the effective date of termination. Either party may terminate the contract if, due to Force Majeure, the Bidder is unable to perform a significant portion of the Services for a period exceeding thirty (30) days.

12 Earnest Money Deposit

Bidders are required to provide, as part of their bid, interest-free EMD/bid security in the amount of **Rs.2,00,000/- (Rupees Two Lakh only).**

The EMD should be preferably remitted electronically through NEFT/RTGS/IMPS on or before the specified deadline for bid submission, as mentioned below.

Bank Details for online payment are as under (also mentioned in Section 23)

NEFT Details for EMD

Amount : Rs. 2,00,000

Beneficiary Name : The Oriental Insurance Company Ltd.

Bank : Kotak Mahindra Bank Ltd

Address: Ground Floor, Ambadeep, 14 Kasturba Gandhi Road, New Delhi -110001

Account No. 7411812314

Virtual Account : OICL160000CROPEMD

IFSC : KKBK0000172

MICR: 110485003

Remarks : TENDER_EMD_CROP

Remittance details should be provided to OICL along with the bid. Bids submitted without the accompanying EMD will be rejected during the bid opening stage itself.

The EMD of unsuccessful bidders will be discharged/returned to them, without any interest, as soon as possible after bid evaluation but no later than 45 days after the announcement of technically qualified bidders.

For the selected vendor, the EMD will serve as the performance security upon empanelment. It will remain valid for the entire contract duration / work order duration, including any extensions. If the bidder withdraws or fails to execute the awarded work order, the EMD will be forfeited.

The EMD will be refunded without any interest upon the completion of the contract period or the fulfillment of all duties specified in the work order, whichever is later.

The performance security will be valid for the entire contract duration / period specified in work order, including any extensions. If the successful vendor withdraws from the empanelment or fails to fulfill the assigned work after the award, the performance security will be forfeited.

Please provide cancelled cheque and vendor bank details in below format for return of EMD, wherever applicable

Beneficiary Name:

Bank:

Address:

Account No.

IFSC:

MICR:

13 Delays in Performance by Bidder

The bidder is required to strictly comply with the implementation schedule outlined in the work order executed between the Parties for the performance of obligations arising from the work order. Any delay in meeting these obligations by the bidder will empower OICL to take any or all of the following actions:

- i. Enforce the payment of Liquidated Damages/penalty.
- ii. Fully or partially terminate the work order and claim liquidated damages.
- iii. Forfeit the Earnest Money Deposit.
- iv. De-empanel or Blacklist the bidder.

14 Liquidated Damages / Penalty

The liquidated damages / penalty will be applicable in the following situations:-

- i. If the deliverables are not submitted as per the schedule, the Bidder will be responsible for paying 1% of the total cost of the work order for each day of delay.
- ii. If the deliverables are deemed unacceptable to OICL, and the identified defects are not rectified to OICL's satisfaction within 7 days of receiving the notice, the Bidder will be liable for an amount equal to 1% of the total cost of the work order per day of delay.

15 Force Majeure

If the performance of any party involved in the tender is hindered, limited, delayed, or interfered with due to reasons such as 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 that are not instigated to avoid obligations outlined herein, or any other circumstances beyond the control of the affected party, then, despite anything mentioned previously, the affected party will be excused from performing to the extent that the performance relates to such events.

However, the affected party should make its best efforts to resolve the cause of non-performance and, once resolved, resume performance with utmost diligence. If the delay caused by Force Majeure exceeds one month, the tender may be terminated at the discretion of OICL. Termination under such circumstances will not incur any liability on either side. However, OICL will still be responsible for paying dues for completed work. The party affected by an event of Force Majeure should continue to fulfill its obligations under the Assignment to the extent reasonably practical and take all reasonable measures to minimize the consequences of such an event.

OICL shall not be held accountable for any assumptions or judgments made by the bidders regarding sizing or costing. OICL will consistently compare the bidder's performance against the Tender document provided to the bidders and the expected service levels outlined in this document.

The bidders are required to strictly follow the terms stated in this Tender document and must not deviate from them. Any deviation may result in the rejection of the bid and / or making it voidable at the option of OICL.

16 Non-negotiable: Tender Document

OICL shall not be held accountable for any assumptions or judgments made by the bidders regarding sizing or costing. OICL will consistently compare the bidder's performance against the Tender document provided to the bidders and the expected service levels outlined in this document.

The bidders are required to strictly follow the terms stated in this Tender document and must not deviate from them. Any deviation may result in the rejection of the bid.

17 Assignment

The contract and any rights granted under it cannot be sold, leased, assigned, or transferred, either in whole or in part, by the bidder. Any such attempt to sell, lease, assign, or transfer will be considered null and void, with no effect whatsoever.

18 Period of Contract

The contract will be for a period of 6 months initially and will be extended to 3+1 years (48 months) starting from Kharif 2023 to Rabi 2026 seasons depending on the performance of the Vendor and directives of the Govt.

OICL reserves the right to terminate the empanelment if the performance does not align with the terms specified in the tender, as outlined in the Termination clause, without waiving its right to claim liquidated damages.

The vendor must consistently comply with OICL's prescribed regulations regarding security, confidentiality, integrity, and availability. Additionally, the vendor should adhere to any guidelines set by regulatory authority / State Government / Central Government concerning these aspects.

19 Confidentiality

Bidder understands and agrees that all materials and information acquired in the course of Services are valuable assets of OICL and are to be considered OICL's proprietary information and property. Bidder will treat all confidential materials and information provided by OICL with the highest degree of care and necessarily to ensure that unauthorized disclosure does not occur. Bidder will not use or disclose to any person or third party, any data or materials or information provided by OICL without OICL's prior written approval.

In the event that Bidder is required by judicial or administrative process to submit or disclose any information or materials required to be held confidential hereunder, Bidder shall promptly notify OICL and seek permission from OICL before making disclosure.

Bidder understands and agrees that any use or dissemination of information in violation of this Confidentiality Clause will cause OICL irreparable harm, at times may leave OICL with no adequate remedy at law and OICL is entitled to seek to injunctive relief against the bidder. Nothing herein shall be construed as granting to either party any right or license under any copyrights, inventions, or patents now or hereafter owned or controlled by the other party.

The requirements of use and confidentiality set forth herein shall survive the expiration, termination or cancellation of this tender.

The confidentiality obligations shall survive for a period of one year post the termination/ expiration of the Agreement /Contract Period. The Bidder shall adhere to the norms of Information Security guidelines laid down by OICL.

Successful bidder to execute Non Disclosure Agreement (NDA) within 1 month from date of acceptance of work order.

Applicable law 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 disputes if any, will be subject to the exclusive jurisdiction of Courts at Pune (for Satara, Solpur, Ahmadnagar and Nasik Districts) and Nagpur (for Jalgaon and Chandrapur districts) with the exclusion of all other courts. Arbitration shall be a condition precedent to approach any Court of Law for before filing a suit to both the parties as per the provisions of Arbitration Act.

20 Terms of Payment

- Payment shall be released on month to month basis on completion each month and on 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.

- Vendor / Bidder shall submit the reports in the formats as desired by OICL in the mode (Offline /Online) as specified in the work order. On satisfactory signoff from OICL, Vendor may raise the last GST Invoice for Payment within one month.
- Incomplete report / non submission / partial submission of specified documents, photos, videos etc. will not be considered for payment for a particular month unless due compliance is made beforehand.
- Penalty @ 2% of base rate of that corresponding resource(s) will be imposed for each day of delay if reports / tasks mentioned in District / Taluka Manpower's Scope of Work is submitted after the timeline specified in the scope of work / work order.
- 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 / absence of manpower etc.
- For scope of work **Application download, analysis and verification (QC),** If the deliverables are not submitted as per schedule, the vendor shall be liable for a penalty of 1% of the total cost of the investigation Work Order for delay of each day.
- For scope of work **Application download, analysis and verification (QC),** If the deliverables are not acceptable to OICL not being up to the mark, and defects are not rectified to the satisfaction of OICL within 7 days of the receipt of the Notice, the vendor shall be liable for an amount equal to 1% of the total cost of the work order every day for the delay.
- All payments shall be released after necessary deductions as per prevailing TDS and Taxation rules including GST.

Waiver: In case of genuine hardships to the successful bidder due to exceptional circumstances as recorded in writing, delay is caused in implementing the work order due to unexpected, unforeseen and inordinate issues, OICL reserves the right, in its sole discretion, to waive off condition mentioned above. Respective OICL RO Incharge (Pune / Nagpur ROs) is the authority for the same.

21 Other Terms, 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 the right or remedy under the Terms and Conditions of the Agreement shall not be construed or 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 or obligations under this Assignment.
- iv. Limitation of Liability: Unless otherwise stated in this Tender Document, the maximum aggregate liability of the Bidder shall be, regardless of the form of claim/s, 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:-
 - a. Breach of Confidentiality

- b. Breach of Intellectual Property rights
- c. Gross negligence
- d. Willful misconduct
- e. Breach of indemnity clause including any third party liability
- f. Fairness and Good Faith
- vi. Good Faith: The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realization of the objectives of this Assignment.
- vii. Operation of the Assignment: The Parties recognize that it is impractical in this Agreement 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 the party.

21 Amendment to Bid document

Bidder should take into account any corrigendum published on the tender document before submitting their bids. At any time prior to the deadline for submission of proposals, the department reserves the right to add / amend / modify and / or delete any portion of this document by the issuance of a Corrigendum, which would be published on the Company's website. The Corrigendum shall be binding on all bidders and will form part of the bid documents.

The tender inviting authority reserves the right to cancel this e-tender or extend the due date of receipt of the bid(s) at its sole discretion without assigning any reasons thereof.

22 Instructions to Bidder

The bidder shall examine all the instructions governing PMFBY Scheme, forms, MIS formats, terms, conditions, duties, obligations and specifications in the documents of Maharashtra State Government GR, the prevailing Operating Guidelines of PMFBY and the scope of work mentioned therein.

The decision of OICL on qualification shall be final and binding on all the Bidders. Company reserves 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 selected Bidder if their performance during the Season is found to be poor, unsatisfactory and / or not attending to the requirements of OICL as specified in Tender / Work order.

OICL reserves the right to award work order to one or more bidders in the same District or in different Districts and / or for different activities / functions in the same District or different Districts – OICL may, at its sole discretion allot the work to one or more Service providers to ensure effective, efficient and smooth performance in implementation of PMFBY Scheme in the area. The volume of work to be allotted is at the sole discretion of OICL.

23 Tender Processing Fees & EMD

The Bidder shall furnish, as part of his Bid document, a tender processing fee of INR 10,000/- (Rupees Ten Thousand Only) in the form of electronic payment i.e., NEFT/ RTGS and EMD of INR 2,00,000/- (Rupees Two Lakhs only) preferably in the form of electronic payment i.e. NEFT / RTGS or Bank Guarantee of equivalent as per Annexure 3. The details of UTR No. / Bank guarantee No. shall be submitted along with submission of bids.

A non-refundable tender document fee of ₹10,000/-(Rupees Ten Thousand Only) shall be remitted through electronic credit only before submitting Bid Document to our bank account mentioned below:-

NEFT Details for Tender Fees

Amount : Rs. 10,000

Beneficiary Name : The Oriental Insurance Company Ltd.

Bank : Kotak Mahindra Bank Ltd

Address: Ground Floor, Ambadeep, 14 Kasturba Gandhi Road, New Delhi -110001

Account No. 7411812314

Virtual Account : OICL160000CROPFEES

IFSC : KKBK0000172

MICR: 110485003

Remarks : TENDER_FEES_CROP

NEFT Details for EMD

Amount : Rs. 2,00,000

Beneficiary Name : The Oriental Insurance Company Ltd.

Bank : Kotak Mahindra Bank Ltd

Address: Ground Floor, Ambadeep, 14 Kasturba Gandhi Road, New Delhi -110001

Account No. 7411812314

Virtual Account : OICL160000CROPEMD

IFSC : KKBK0000172

MICR: 110485003

Remarks : TENDER_EMD_CROP

Tender response not accompanied by EMD and Tender Processing Fee shall not be evaluated.

24 Clarification of Bids

During the bid evaluation, OICL may, at its discretion, ask the bidders for clarifications with respect to submissions made in their bids. The request for clarification and the response shall be in writing or as decided by OICL, 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.

25 Financial Bid validity period

The financial bid shall be valid for a period of 60 days for acceptance by OICL or as per the time period specified by OICL. Rates will be applicable for 3+1 years for the successful bidder.

26 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.

27 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: Covering Letter

Cover Letter (On Bidder's Letter head)

To,

Date:

Dy. General Manager,
The Oriental Insurance Co. Ltd
Crop Department,
Regional Office, 1st Floor, Mayfair Towers,
Wakadewadi, Pune - 411005

Dear Sir / Madam,

Sub: Tender No: OICL/PRO/PMFBY/2023/001 for various activities under Crop Insurance (PMFBY)

Having examined the Tender documents including all annexures, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Services to OICL as mentioned in Tender document in conformity with the said Tender documents and be 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 / obligations / performance criterion 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 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. There are no deviations (null deviations) from the terms and conditions of the tender. All the terms and conditions of the tender are acceptable to us.

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, incomplete, partly provided or is provided in a different format.

We certify that the work will not be assigned to any other agency nor any sub contract will be made for work execution by us.

It is also confirmed that the information submitted is true to the best of our knowledge and belief and that the OICL reserves the right to reject the offer if anything contained herein is found incorrect, false, misleading or suppressed etc.

Place:

Date:

Seal:

Signature of the bidder:

Annexure-2- Eligibility Criteria

Sr. no	Description	Documentary Proof	Complied 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 the relevant Government / Statutory Authorities / Sales tax / Income tax etc authorities for not less than 2 years as required in the normal course of business to render similar services. Bidder will be responsible for compliance of all statutory / regulatory provisions.	Relevant Registration Certificate / GST return / Income tax return for 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 Average Annual Turnover of any three financial years (FY) out of previous five FY should not be less than Rs. 1 crore	Audited accounts (Balance Sheet and Profit and Loss Account etc.) for corresponding 3 FY	
4	Bidder must have on their roll - - minimum 15 skilled, qualified, trained personnel, with required educational qualification as specified in the prevailing operational guidelines of PMFBY - plus minimum 2 Kharif seasons experience for handling Taluka level activities / call center / Data analysis work in Maharashtra	Undertaking on bidder's letter head with - Details of personal who satisfy the given criteria with details of the work experience and educational qualification	
5	The firm / agency / company must not have been blacklisted by any Government / Ministry / Department / PSU / other insurance company, nor should they have been debarred from dealing with any company / public department.	Self-Declaration on bidder's letter head as mentioned in Covering letter	
6	The bidder 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 letter head as mentioned in Annexure.	
7	The bidder must not be engaged in past 6 months or have engaged in insurance intermediation, or any other activity related to agriculture finance including crop loan issuance.	Self-Declaration on bidder's letter head as mentioned in Annexure.	
8	The personnel engaged by the Bidder should be tech literate and should be capable of working on Computers, Laptops, proficient in use of MS Office (Excel / Word), read and write Hindi,	Self-Declaration on bidder's letter head as mentioned in Annexure	

	English and Marathi, use of printer, upload / download files etc and having a smart phone. Fluency in Marathi is a MUST.		
9	Authorization to sign the bid	Power of attorney or duly signed authorization letter (by power of attorney holder, copy of which should be attached)	
10	The bidder should have worked in at least two seasons in Maharashtra in similar capacity starting Kharif 2016.	Experience Certificate from clients / Companies. The contact name, designation and number of Satisfactory work completion from the respective insurer be attached.	
11	No deviation from Tender Terms and Conditions	Self-Declaration on bidder's letter head as mentioned in Covering letter	

Annexure 3: Pro forma for Bid Security (On the Letterhead of Bank)

To: (Name of Purchaser ie OICL)

Whereas _____ (hereinafter called 'the Bidder') has submitted its bid dated _____ for the _____. (Hereinafter called "the Bid").

KNOW ALL MEN by these presents that WE _____ having our registered office at _____ (hereinafter called "the Bank") are bound unto The Oriental Insurance Company Limited (hereinafter called "the Purchaser") in the sum of Rupees _____ for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 2023.

The Conditions of this obligation are:-

- a. If the Bidder withdraws his bid during the period of bid validity specified by the bidder in the bid; or
 - b. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity -
- i. Fails or refuses to execute the Contract Form, if required; or
 - ii. Fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidder.

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to 180 days from the date of bid submission, and any demand in respect thereof should reach the Bank not later than the above date.

Dated this.....day of.....

Place:

Date:

Seal and signature of Bank

Annexure 4: Pro forma for Performance Security

To: (Name of Purchaser ie OICL)

WHEREAS..... (Name of Supplier) (Hereinafter called "the Supplier") has undertaken, in pursuance of Contract No..... dated..... 2023 to supply / implement / service (Description of Products and Services) (Hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized Bank for the sum specified therein, as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of..... (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without dispute or argument, any sum or sums within the limit of (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the 31st day December of 2026.

Signature and Seal of Guarantors (Supplier's Bank)

.....

Date.....

Annexure 5: Contract Form

HIRING SERVICES TO EXECUTE VARIOUS NON-CORE ACTIVITIES RELATED TO PMFBY FOR KHARIF AND RABBI 2023 – 26 SEASONS IN THE STATE OF MAHARASHTRA

Tender Ref. No. OICL/PRO/PMFBY/2023/001

THIS AGREEMENT made on this _____ day of _____ between The Oriental Insurance Company Limited (OICL) (hereinafter called as “the Purchaser”) of one part and “<Name of Bidder>” (hereinafter “the Bidder”) of the other part:

WHEREAS the Purchaser is desirous that certain hardware, software and services should be provided by the Bidder viz., _____ and has accepted a bid by the Bidder for the supply of those software and services in the sum of _____ (Contract Price in Words and Figures) (hereinafter “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-

In this Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract referred to.

The following documents shall be deemed to form and be read and construed as part of this Agreement viz.

The Tender Document Ref. No. OICL/PRO/PMFBY/2023/001 and subsequent clarifications, corrigendum in respect of **HIRING SERVICES TO EXECUTE VARIOUS NON-CORE ACTIVITIES RELATED TO PMFBY FOR KHARIF and Rabi 2023 - 26 IN THE STATE OF MAHARASHTRA.**

The Schedule of Requirements and the Requirement Specifications.

The Service Level Agreement.

The General Conditions of Contract.

The Purchaser’s Notification of Award.

In consideration of the payments to be made by the Purchaser to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the purchaser to provide the hardware, associated software, and services and to remedy defects therein in the conformity in all respects with the provisions of the contract.

The purchaser hereby covenants to pay the Bidder in consideration of the provision of the hardware, associated software, and services and the remedying of defects therein, the contract price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

* Break-up would be as per commercial bid format-

Total Value: _____

Delivery Schedule: _____

Outsourcing Agreement-

The outsourcing contract, inter alia, shall have in place following clauses or conditions listed below:-

1. **Contingency Planning**: The Bidder is responsible for contingency planning of the outsourcing services to provide business continuity for the outsourced arrangements that are material in nature.
2. **Express Clause**: The contract shall neither prevent nor impede the Company from meeting its respective regulatory obligations, nor the IRDAI from exercising its regulatory powers of conducting inspection, investigation, obtaining information from either the Company or the Bidder.
3. **Handing over of the Data, Assets etc.**: In case of termination of the contract, the Bidder is responsible for handing over of the data, assets (hardware/ software) or any other relevant information specific to the contract and ensure that there is no further use of the same by the Bidder.
4. **Inspection and Audit by the Company**: The Company shall conduct periodic inspection and /or audit on the Bidder either by internal auditors or by Chartered Accountant firms appointed by the Company to examine the compliance of the outsourcing agreement while carrying out the activities outsourced.
5. **Legal and Regulatory Obligations**: The Bidder shall ensure that the outsourcing contract/ arrangements do not:-
 - a) Diminish the Company's ability and rights to fulfil their obligations to Policyholders and the IRDAI.
 - b) Impede effective supervision by the IRDAI.
 - c) Result in Company's internal control, business conduct or reputation being compromised or weakened.
6. **Applicability of the laws/regulations**: The Regulations apply irrespective of whether the outsourcing arrangements are entered into with an affiliated entity within the same group as the Company, or an outsourcing service Provider external to the group or the one who has been given sub-contract. The Outsourcing Agreement shall not diminish the obligations of the Company and its Board & Senior Management to comply with the relevant law/s and regulations. The Bidder engaged by the Company is subject to the provisions of the Insurance Act 1938, IRDA Act 1999, rules & regulations and any other Act governing the process or order issued thereunder.

In case, the Bidder operates from outside India, it shall ensure that the terms of the agreement are in compliance with respective local regulations governing the Bidder and laws of the country concerned and such laws and regulations do not impede the regulatory access and oversight by the Authority.

IN WITNESS where of the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and the year first above written.

Signed, Sealed and Delivered for “The Oriental Insurance Co. Ltd.”
by it’s constituted Attorney

Signed, Sealed and Delivered for
M/s _____
_____ by its
constituted Attorney

Signature
Name
Designation
Address
Company
Date

Signature
Name
Designation
Address
Company
Date

Company Seal

Witness I

Company Seal

Witness II

Signature
Name
Designation
Address
Company
Date

Signature
Name
Designation
Address
Company
Date

Annexure 6: Query Format

S.N.	Page No.	Point / Section #	Existing Clause	Query Sought
1				
2				
3				
4				
5				

Queries for pre bid meeting should reach us 1 day prior to the date of pre bid meeting in the format specified in Annexure 6

(On the Letterhead of Bidder) (To be submitted in separate sealed envelop)

Annexure 7: Financial Bid Format (Rate per Month is to be quoted all inclusive in INR without GST. Taxes shall be extra as applicable)

1.1. Set up of Functional Offices at Taluka and District level with Taluka and District level manpower

Below rate for complete set up of Offices with infrastructure (including providing resources / coordinating with the Lead Bank, DCC and / or Co-operative Banks / Post Offices or agencies nominated for enrollment of PMFBY by the Govt.)

Sr. no	Number of Talukas	District / Stationed at	Rate per month (inclusive of all services) Rs.
1	Rate per Taluka including TC	Ahmednagar District	
2	Rate per Taluka including TC	Jalgaon District	
3	Rate per Taluka including TC	Satara District	
4	Rate per Taluka including TC	Solapur District	
5	Rate per Taluka including TC	Nashik District	
6	Rate per Taluka for TCincluding TC	Chandrapur District	
7	District Coordinator (Rate per DC)	In 6 District Places mentioned above (Placement to be as decided by OICL)	
8	Rate per Resource in each District for coordinating with	District Lead Bank, Co-operative Bank, DCC Bank, Post Offices in each of 6 District.	
9	Resource Stationed at	ROs (Pune and Nagpur respectively)	
10	Resource at Offices of OICL situated in 6 Districts	About 15 OICL offices located in above six Districts.	

1.2. Application Download, Analysis and Verification (QC)

Sr.no	Description	Rate per application (all inclusive) Rs.
1	QC of Application as per Scope of work for 'Application download, analysis and verification'	

Date :

Place:

Seal and Signature of Vendor / Bidder

Annexure 8: Bank details

Please provide cancelled cheque and vendor bank details in below format for return of EMD. (wherever applicable)

Beneficiary Name : (The Bidder)

Bank Name :

Address / Branch:

Account No.

IFSC :

MICR:

Annexure 9: Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement (the "Agreement") is made and entered into as of [date] (the "Effective Date"), by and between:

The Oriental Insurance Company Limited,(OICL) having its Regional Office at 1st Floor, Mayfair Towers, Old Bombay Pune Road, Shivajinagar, Pune – 411005 (the "Disclosing Party"); and

[Vendor's Company Name], with its principal place of business at [Vendor's Company Address] (the "Recipient").

WHEREAS, the Disclosing Party and the Recipient desire to establish a confidential relationship for the purpose of Agreement for **HIRING SERVICES TO EXECUTE VARIOUS NON-CORE ACTIVITIES RELATED TO PMFBY FOR KHARIF and Rabi 2023 - 26 IN THE STATE OF MAHARASHTRA**; and

WHEREAS, the Disclosing Party possesses certain confidential and proprietary information (the "Confidential Information") that it wishes to disclose to the Recipient in connection with their business relationship; and

WHEREAS, the Disclosing Party desires to protect the confidentiality of its Confidential Information; and

WHEREAS, the Recipient agrees to receive and hold the Confidential Information in confidence, and not to disclose or use the Confidential Information in any manner except as permitted by this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:-

Confidential Information:-

a. The term "Confidential Information" shall include any non-public information, data, documents, trade secrets, know-how, inventions, designs, processes, financial information, customer lists, marketing plans, and any other information, whether oral or written, that is disclosed by the Disclosing Party to the Recipient, whether directly or indirectly, in connection with their business relationship.

b. Confidential Information does not include information which:

- i. is or becomes publicly available without breach of this Agreement;
- ii. was known to the Recipient prior to disclosure by the Disclosing Party;

- iii. is lawfully obtained by the Recipient from a third party without any obligation of confidentiality; or
- iv. is independently developed by the Recipient without reference to the Confidential Information.

Non-Disclosure Obligations:-

- a. The Recipient agrees to hold all Confidential Information in strict confidence and to use it solely for the purpose of **HIRING SERVICES TO EXECUTE VARIOUS NON-CORE ACTIVITIES RELATED TO PMFBY FOR KHARIF AND RABBI 2023 - 26 IN THE STATE OF MAHARASHTRA.**
- b. The Recipient shall not disclose the Confidential Information to any third party without the prior written consent of the Disclosing Party, except to its employees, contractors, and advisors who have a need to know the Confidential Information. The Recipient shall ensure that its employees, contractors, and advisors are bound by obligations of confidentiality at least as restrictive as those set forth in this Agreement.
- c. The Recipient shall take reasonable measures to protect the Confidential Information from unauthorized access, hacking, unlawful usage, leaking in any manner, getting lost, mysterious disappearance or cause disclosure to third parties or member of public. The Recipient shall use the same or more degree of care if warrants in safeguarding the Confidential Information as it uses to protect its own confidential information, but in no event it shall be less than a reasonable degree and standard of care and safeguards ought to have been taken.

Ownership:

The Disclosing Party shall retain all rights, title, and interest in and to the Confidential Information. This Agreement does not grant any license or rights to Recipient to the Confidential Information, except as expressly stated herein.

Term and Termination:

- a. This Agreement shall be effective as from the Effective Date and shall continue in effect until the 1 year after the termination of the business relationship between the Disclosing Party and the Recipient, unless terminated earlier by either party upon written notice to the other party until 1 year after such termination.
- b. Upon termination of this Agreement, the Recipient shall promptly return all Confidential Information received from the Disclosing Party, including any copies, extracts, or summaries thereof, and shall certify in writing the return of such Confidential Information and that it has not held and does not possess any Confidential Information with it or any persons acting on its behalf.

Remedies:

The parties acknowledge that any unauthorized use or disclosure of the Confidential Information may cause irreparable harm for which monetary damages alone would not be an adequate remedy. In such cases, the Disclosing Party shall be entitled to seek injunctive relief, in addition to any other remedies available at law or in equity in addition of invoking the penalty provision of the Agreement.

Governing Law and Jurisdiction:

This Agreement shall be governed by and construed in accordance with the Law of the Land subject to Pune Jurisdiction for disputes related to Satara, Solapur, Ahmadnagar and / or Nasik Districts and is subject to Nagpur Jurisdiction for disputes related to Jalgaon and / or Chandrapur Districts. Any

dispute arising out of or in connection with interpretation of this Agreement shall be subject to the Pune jurisdiction.

IN WITNESS WHEREOF, the parties have executed this Non-Disclosure Agreement (NDA) as of the Effective Date.

[OICL- Company Name]

By: _____

Name: _____

Title: _____

[Vendor's Company Name]

By: _____

Name: _____

Title: _____