



**TENDER DOCUMENT FOR PROVIDING OUTSOURCED MANPOWER SERVICES FOR
AGRICULTURE INSURANCE COMPANY OF INDIA LTD. (AICIL)**

Tender Reference No.	Tender/HR/2021/02
Date of Issue/Publishing	05.08.2021
Downloading of the copy of Tender	www.aicofindia.com www.eprocure.gov.in
Last date for receipt of Bid related queries	12.08.2021
Pre-Bid Meeting for clarifying the queries received	16.08.2021 at 11 a.m.
Last date for Submission of bids	31.08.2021 by 3 p.m.
Place of submission of bids/ Pre Bid meeting / Opening of Technical and Commercial Bids	Head Office, Plate B & C, Fifth Floor, Block 1, East Kidwai Nagar New Delhi -110023
Date & Time of opening of Technical Bids	03.09.2021 at 3.00 P.M.
Date & Time of declaration of Technical Bid results	09.09.2021 at 5.00 P.M.
Date & time of opening of Commercial Bids	13.09.2021 at 3.00 P. M.
Declaration of successful Bidder	14.09.2021 at 5.00 P.M. Will be updated on AIC's website.
Contact details of AIC official for any clarifications related to this Tender	Ms. Neelam Kaur, DGM-HR, email id neelamk@aicofindia.com , <u>Landline no. 011-24600406</u>

(GENERAL MANAGER)

AGRICULTURE INSURANCE COMPANY OF INDIA LIMITED
Regd. Office: Office Complex" Block- 1, 5th floor, East Kidwai Nagar, New Delhi – 110 023

TENDER DOCUMENT FOR PROVIDING MANPOWER SERVICES ON OUTSOURCED BASIS

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

AIC has its Head office at New Delhi and operates through 18 Regional Offices in various State Capitals.

Single stage two Bids (Technical & Commercial) are invited from reputed and experienced licensed outsourcing Agencies/Firms /Companies for providing manpower services **on all India basis** for performing various jobs/ functions to be entrusted from time to time at all existing AIC's Offices and any future expansion and/or for various field level activities at District/ Block level throughout the country.

The bidder must be legally and professionally competent to provide the aforesaid services anywhere in India on specific location basis in compliance with all statutory obligations such as Employees Provident Fund, ESI Act, Payment of Bonus Act, Contract Labour Regulation Act (CLRA) etc. supported with end-to-end computerized operations.

DISCLAIMER

The information contained in this Tender document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of AIC or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this Tender document and such other terms and conditions subject to which such information is provided.

This Tender is not a Contract and is neither an offer nor invitation by AIC to the prospective Bidders or any other person. The purpose of this Tender is to provide interested parties with information that may be useful to them in making their commercial offers (BIDs) pursuant to this Tender. The assumptions, assessments, statements and information contained in the Bidding Documents, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Tender and obtain independent advice from appropriate sources.

Information provided in this Tender to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. AIC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

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

AIC also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this Tender. AIC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Tender.

The issue of this Tender does not imply that AIC is bound to select a Bidder or to appoint the Selected Bidder or Contractor, as the case may be, for the Services it seeks to procure and AIC reserves the right to reject all or any of the Bidders or BIDs without assigning any reason whatsoever.

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

1. INSTRUCTIONS TO BIDDERS

1.1. GENERAL TERMS OF BIDDING

- 1.1.1. No Bidder shall submit more than one BID for the Project.
- 1.1.2. Notwithstanding anything to the contrary contained in this Tender, the detailed terms specified in the Contract shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Contract. Further, the statements and explanations contained in this Tender are intended to provide a better understanding to the Bidders about the subject matter of this Tender and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Contractor set forth in the Contract or AIC's rights to amend, alter, change, supplement or clarify the scope of work, the work to be awarded pursuant to this Tender or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this Tender are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by AIC.
- 1.1.3. The BID shall be furnished in the format exactly as per the Annexures. BID amount shall be indicated clearly in the prescribed format of Commercial Bid and it will be signed by the Bidder's authorised signatory. In the event of any difference between figures and words, the amount indicated in words shall prevail and be considered.
- 1.1.4. Any condition or qualification or any other stipulation contained in the BID shall render the BID liable to rejection as a non-responsive BID.
- 1.1.5. The BID and all communications in relation to or concerning the Bidding Documents and the BID shall be in English language.
- 1.1.6. This Tender is not transferable.
- 1.1.7. Any award pursuant to this Tender shall be subject to the terms of Bidding Documents and fulfilling the criterion as mentioned hereunder.
- 1.1.8. AIC reserves the right to accept/reject any or all quotations without assigning any reason thereof.

1.2. Proprietary Data

All documents and other information supplied by AIC or submitted by a Bidder to AIC shall remain or become the property of AIC and are transmitted to the Bidders solely for the purpose of preparation and the submission of a BID in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause shall also apply mutatis mutandis to BIDs and all other documents submitted by the Bidders, and AIC will not return to the Bidders any BID, document or any information provided along therewith.

1.3. Cost of Bidding

The Bidders shall be responsible for all the costs associated with the preparation of their BIDs and their participation in the Bidding Process. AIC will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

1.4. Verification and Disqualification

- 1.4.1. AIC reserves the right to verify all statements, information and documents submitted by the Bidder in response to the Tender and the Bidder shall, when so required by AIC, make available all such information, evidence and documents as may be necessary for such verification. Any such verification, or lack of such verification, by AIC shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of AIC thereunder.
- 1.4.2. AIC reserves the right to reject any BID and to suspend the bidder from participating in the tendering process for the works of AIC for a period of three years from the date of publication of tender if: the Bidder does not provide, within the time specified by AIC, the supplemental information sought by AIC for evaluation of the BID. Further, if at any point of time any material misrepresentation is found by AIC, AIC reserves the right to disqualify the bidder or the successful bidder, as the case may be, for a period of three years from the date of such misrepresentation is revealed. If such disqualification/rejection/suspension occurs after the BIDs have been opened and the lowest Bidder gets disqualified / rejected/suspended, then AIC reserves the right to award the tender to L2 at L1 rates. If L2 does not accept, then L3 may be offered at L1 rates and so on.
- 1.4.3. In case it is found during the evaluation or at any time before signing of the Contract or during its execution, that one or more of the eligibility and /or qualification requirements have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the agency either by issue of the Letter of award or entering into of the Contract, and if the Selected Bidder has already been issued the Letter of award or has entered into the Contract, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this Tender, be liable to be terminated, by a communication in writing by AIC to the Selected Bidder or the Contractor, as the case may be, without AIC being liable in any manner whatsoever to the Selected Bidder or the Contractor. In such an event, AIC shall be entitled to forfeit and appropriate the Performance Security as Damages, without prejudice to any other right or remedy that may be available to AIC under the Bidding Documents and / or the Contract, or otherwise.
- 1.4.4. The bidder is expected to examine all instructions, forms, terms and specifications in the Tender documents. Failure to furnish any of the information required as per the Tender documents or submission of bids not responsive to the Tender documents in every respect will be at the bidder's risk and may result in rejection of the bid.
- 1.4.5. AIC reserves the right to unilaterally accept or reject any bid.
- 1.4.6. No queries with regard to tender process will be entertained after the tender process is over.

1.5. ADDITIONAL INSTRUCTIONS

- 1.5.1. Read all the terms and conditions of the tender carefully before submitting the bids. The prospective bidders should ensure themselves that they qualify as per the technical criteria.
- 1.5.2. All the relevant information pertaining to technical bid evaluation should be provided.
- 1.5.3. In case a bidder fails to provide any document as required by this Tender and/or mentioned in technical bid proforma, then the bid will be rejected as “technically non-responsive”.
- 1.5.4. The Technical and Commercial Bids shall have to be duly signed by the Authorized signatory of the Bidder mentioning his/her name, designation, address and contact no., with seal and date.
- 1.5.5. The Prospective Bidders/Bidders shall, at regular interval, visit the website of AIC for any updates. No individual communication will be sent to the Bidders.
- 1.5.6. AIC reserves the right to waive off any minor shortcomings or call for further documents as deem fit and proper in its sole discretion.
- 1.5.7. The bidder shall be solely responsible for any act or omission in discharging the duties by the outsourced manpower during the execution of the contract.
- 1.5.8. The outsourced manpower provided by successful bidder by virtue of this tender will be its employee for all purpose and shall not be entitled for permanency or absorption in AIC at any given point of time by virtue of their contractual assignment with the AIC. The successful bidder understands the same and assumes all responsibility in this regard.
- 1.5.9. 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.
- 1.5.10. AIC reserves the right to cancel in full or part of the tender at any stage of the tendering process and may, in its discretion, re-Tender or even extend the Cut-off date for submitting the Bids without assigning any reason thereof.
- 1.5.11. The bidder should have ESI registration no., EPF Code, CLRA Registration, PAN, Central Goods and Services Tax Act, 2017(CGST)/Integrated Goods and Services Tax Act, 2017(IGST)/Union Territory Goods and Services Tax Act, 2017(UTGST)/respective state’s State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt. & as amended from time to time. Registration under the applicable labour laws and should submit the copy of the same.

1.5.12. All liabilities related to non-compliance of payment of minimum wages requirement and any other law including PF/ESI/CLRA etc. shall be the sole responsibility of the bidder.

1.5.13. AIC is not responsible for any assumptions or judgments made by the bidders for arriving at any type of sizing or costing. AIC at all times will benchmark the performance of the bidder to the Tender documents circulated to the bidders. 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.

1.5.14. AIC shall enter into a Contract with successful bidder for the duration of the project, the terms and conditions of which shall be largely based on the terms and conditions of this tender.

2. NATURE OF TENDER

This tender is invited for procuring manpower on outsourced basis from eligible bidder for performing various jobs/ functions to be entrusted from time to time at all existing AIC's Offices and any future expansion and/or for various field level activities at District/ Block level throughout the country.

3. SCOPE OF SERVICES:

3.1 The successful bidder shall provide the following:

- a) Manpower suitable for performing various jobs of Office Assistant-cum-computer operator and Field Supervisor at the locations as desired by AIC, as per its requirement, anywhere in India on outsourced basis. The outsourced manpower to be provided shall be qualified and competent to carry out the desired work as per requirement of AIC. The selected bidder may also have to provide any other manpower on outsourced basis as per AIC's requirement which ordinarily required for the smooth functioning of office. The Selected bidder shall be appointed on non-exclusive basis for providing services.
- b) The primary work of the Bidder will be to source the suitable candidates based on the location, position, job profile, requirements and qualification criteria provided by AIC within a maximum period of seven working days.
- c) The services of the selected Bidder shall be called for as and when the requirement at any of the offices of AIC arises and it is made absolutely clear that there is no guarantee of any minimum work to be given to the selected Bidder at any given point of time during the subsistence of the contract. However, the tentative requirement of the manpower is mentioned hereinbelow.
- d) To manage the entire life cycle of the outsourced manpower from joining till exit.
- e) To raise the monthly invoice (single payment cycle) alongwith detailed statement for each AIC location towards wages, statutory remittances, other reimbursements with respect to the manpower deployed in AIC and after receipt of the money from AIC, disburse the wages directly to their bank account, remit all statutory remittances to concerned authorities at respective locations.
- f) To ensure remittances of all statutory deductions of the manpower provided as per the prescribed timelines & rates as applicable from time to time.

- g) Bidder shall ensure complete compliance (in respect of the manpower provided to AIC) of all the prevailing provisions of the Payment of Wages Act 1936, Minimum Wages Act 1948, Workmen Compensation Act 1923, Payment of Bonus Act 1965, Contract Labour Act 1970, Employees Provident Fund, ESI Act and Miscellaneous Provisions Act 1952 under labour laws, etc., and any other act, rules or regulations as may be enacted by the government or any modifications thereof or any other law relating thereto and rules made there under from time to time. In the event of non-compliance of the same, the Bidder shall indemnify AIC on any cost or liability it may incur on account of such non-compliance.
- h) The bidder shall provide Group Medclaim Policy (floater basis) and Group Personal Accident Cover at the best competitive rate in the market for all outsourced manpower deployed. The Sum-insured for the same will be as decided by AIC for both GMP and GPA. Further, family members to be covered under GMP will also be as decided by AIC. The actual amount of premium (including GST), based on best competitive rates, will only be reimbursed by AIC and no extra cost on this account will be paid to the successful bidder.
- i) Provide access to the Bidder's portal for verifying the payment details, compliances and generation of reports thereupon to AIC.
- j) A representative of Bidder shall be designated wherever the number of outsourced manpower deployed is more than 20 for a particular AIC location / office.
- k) Any replacement of the manpower within 45 days of its deployment, as required by AIC for any reason specified or otherwise, the bidder shall ensure the same within a maximum period of 7 working days without any additional cost to AIC. If the Bidder wishes to replace any of the manpower, the same shall be done with prior intimation to AIC at Bidder's own cost.
- l) The service providing agency shall be solely responsible for the redressal of grievances/resolution of disputes relating to manpower deployed. AIC shall, in no way, be responsible for settlement of such issues whatsoever.

The scope of services is only indicative and not exhaustive.

3.2 QUALIFICATION FOR VARIOUS CATEGORIES OF MANPOWER REQUIRED:

SN	Category of Staff	Qualification/ Experience
1	Office Assistant-cum-Computer Operator	Preferably Graduate or above with good knowledge of MS office having at least 01 year of post qualification work experience
2.	Field Supervisor at District Level	Graduate in any discipline preference for Agriculture discipline wherever feasible and having experience in Agri-related field activities with good knowledge of MS office and usage of apps through Smart phone.
3.	Field Supervisor at Block level	Intermediate or above, preference for Diploma in Agriculture or Rural development wherever feasible and having experience in Agri-related field activities with good knowledge of MS office and usage of apps through Smart phone.

3.3 BRIEF JOB DESCRIPTION

Office Assistant-cum-Computer Operator:

All sorts of office assistance work to be carried-out both manual and computer based using

MS Office/Excel or any other software and other relevant works.

Field Supervisor

- a) Creating awareness among the farmers about crop insurance in the District / Block/ Village by conduct of workshops/ group meetings
- b) Extend support for enrolment of farmers
- c) Liaison with the financial institutions/State Govt. Officials/CSCs etc.
- d) Crop health monitoring, Co-witnessing Crop Cutting Experiments, Survey of Crop Losses
- e) Facilitate the grievance redressal of the farmers at local level
- f) District level Field Supervisor in addition to the above task need to monitor and supervise the Block level field manpower in the respective District

NOTE :

1. The above job description is only indicative and not exhaustive and can include the work as per office requirement.
2. The indicative approximate number of Office Assistant required at Pan India Level will be around 100 and that of Field Supervisor at District/ Block level will be around 800.
3. The approximate number of requirement of Office Assistant and Field Supervisors as mentioned above is tentative only based on the current business requirement. The same is liable to change as per the future business requirement of the company.
4. In the event, the existing outsourced manpower deployed by the present vendor/s in AIC are being migrated to the successful bidder, 50% of the quoted charges will be paid for the first month and thereafter charges as quoted in financial bid will be payable.
5. The selection of the manpower to be deployed by the successful bidder has to be primarily selected by the successful bidder itself by keeping in mind the requirement of AIC and shall intimate to AIC before the deployment. AIC reserves the right to reject any manpower so proposed to be deployed/ deployed by the successful bidder and ask for the replacement as per the timelines mentioned in the tender.

3.4 Remuneration to outsourced manpower

The outsourced manpower shall be paid as per Minimum Wages Act/other applicable in statues as applicable in respective States. However, AIC at its sole discretion may pay wages over and above the Minimum Wages Act.

The successful Bidder shall not terminate the services of deployed staff unilaterally. In case any deployed staff is proposed to be replaced/ terminated by the Bidder, such action should be taken only with prior intimation to AIC.

The Bidder should ensure that the resource so deployed should be physically fit and in case the outsourced manpower deployed by Bidder is found to be suffering from any disease which renders him unsuitable for the job he should be immediately replaced.

Penalty equivalent to 5% of the charges payable to the successful bidder for the month in question, will be deducted from the due amount in the following conditions:

- a) Frequent absence of outsourced manpower provided the bidder has failed to provide an alternative for the same.
- b) Discourteous behaviour towards any officer or staff or clientele of AIC.
- c) Not carrying out the duties listed in the scope of services in a satisfactory manner.
- d) Damage or stealing or misappropriation of any asset or property of AIC or officers and staff of AIC. The penalty shall be in addition to the recovery of the amount of any asset or property stolen or damaged or misappropriated.

4. DURATION OF CONTRACT

The duration of Contract shall be for a period of 3 years from the date of execution, extendable for two terms of one year each, subject to satisfactory performance of the successful bidder.

In the event the contract is extended for 01 year (4th year) after successful completion of initial term of 03 years, an escalation of 10% on the service charges will be paid to the successful bidder.

In case of extension of another term of 01 year (5th year), the service charges which are being paid for the first renewal i.e. 4th year of the contract shall continue without further escalation.

5. AMENDMENT OF TENDER DOCUMENT

At any time, prior to the last date of submission of bids, AIC may, for any reason, whether at its own initiative or in response to clarification requested by a prospective bidder, modify the Tender documents by amendments.

The amendments shall be notified online only through corrigenda, if any. Bidders are advised to check the website of AIC at regular intervals for any updates. Notification of such amendments will be posted on Company's website www.aicofindia.com in Tender Section and no individual intimation will be sent.

In order to provide prospective bidders reasonable time enabling them to take the amendments into account in preparing their bids, AIC may at its discretion, extend the deadline for the submission of bids suitably.

6. PROCEDURE OF BID SUBMISSION

6.1 Mode and Time-line for submission of the Bid :

Bid should be submitted during office hours (10.00 a.m. to 5.30 p.m.) but not later than 3:00 pm IST on 31.08.2021. The Tender response documents should be submitted in hard copies to AIC by speed-post, courier, Regd. AD or in person on or before the stipulated date & time. AIC will not be responsible for delay in postal or courier delivery.

6.2 Tender Processing Fees:

Bidders have to deposit non-refundable tender processing fee of ₹ 10,000 (Rupees Ten Thousand only) inclusive of taxes through NEFT/RTGS/IMPS in the Bank details given below. The details of UTR No. shall be submitted while submission of bids.

6.3 BID Security /EMD :

Bidders shall have to furnish as part of the bid, interest free Bid security /EMD for an amount of Rs.8,00,000/-**(Rupees Eight Lakhs only)** preferably in the form of Electronic payment i.e. NEFT/RTGS/IMPS or Bank Guarantee of equivalent amount as per the format mentioned in Annexure C. The details of UTR No. / Bank guarantee No. shall be submitted along with submission of bids.

Following are the account details of AIC:

Account Name: AIC of India Expenses of Management Control Account

Bank: Axis Bank Ltd., Statesman House, 148, Barakhamba Road, New Delhi

Current Account No:007010200018780

IFS code: UTIB0000007

MICR Code: 110211002

6.3.1 Any bid not accompanied by Tender processing fee and Bid security /EMD shall be rejected summarily as non-responsive and returned to the bidder unopened.

6.3.2 AIC shall be entitled to claim Damages in any of the events specified in para 6.3.3 herein below. The Bidder, by submitting its BID pursuant to this Tender, shall be deemed to have acknowledged and confirmed that AIC will suffer loss and damage on account of withdrawal of its BID or for any other default by the Bidder during the period of BID validity as specified in this Tender.

6.3.3 Bidder shall be suspended from participating in the tendering process of AIC for a period specified hereinabove, and AIC shall be entitled for damages from such Bidder for, inter-alia, time, cost and effort of AIC without prejudice to any other right or remedy that may be available to AIC under the bidding documents and / or under the Contract, or otherwise, under the following conditions:

(a) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as defined in this Tender;

(b) If a Bidder withdraws its BID during the period of Bid validity (after the last date of submission of bids) as specified in this Tender and as extended by mutual consent of the respective Bidder(s) and AIC;

(c) In the case of Selected Bidder, if it fails within the specified/extended time limit by AIC–

- (i) to sign and return the duplicate copy of LOA;
- (ii) to furnish the Performance Security /Additional Performance Security (if any) / Reciprocal Non-Disclosure Agreement/ Integrity Pact,or
- (iii) to sign the Contract.

6.4 Refund of EMD :

The EMD of the unsuccessful bidder will be discharged /returned to the bidder without any interest whatsoever at the earliest after evaluation of the bid and latest on or before 30 days after the award of the contract.

The successful bidder's EMD shall not be discharged until the Selected Bidder furnishes a Performance Bank Guarantee and the EMD shall be held as performance guarantee as mentioned in the tender. However, the successful bidder's EMD amount/BG may be released by furnishing Performance Bank Guarantee.

6.5 Forfeiture of Bid security / EMD :

The Bid Security / EMD shall be forfeited in case :

- If a bidder intentionally withdraws his bid during the period of bid validity
- If the bidder violates any of the provision or terms and conditions of the bid
- If the Bidder alters its Bids during the Bid Validity Period;
- In case of the successful Bidder, if the Bidder withdraws or amend the terms and conditions or deviates from the tender or fails to furnish the Service Contract, Reciprocal Non-Disclosure Agreement, Integrity Pact, and/or PBG.
- During the bidding process, indulges in any such activity that would jeopardize the bidding process.

AIC's decision regarding forfeiture of the EMD shall be final and shall not be called in question under any circumstances.

6.6 SUBMISSION OF BIDS : Bids shall be submitted under single stage two bid system i.e. Technical and Commercial Bid. Bidders are advised to go through the details thoroughly before bid submission as AIC will not be responsible for rejection of any bid due to incorrect/faulty bid submission. The Tender response documents should be submitted in a sealed cover in the following manner and the set should contain one copy each of the following:-

Envelope 1: Duly filled Form I proposing for the engagement alongwith the details of Tender Fee, Bid Earnest Money deposit should be put in this envelope superscribed as "QUOTATION FOR SUPPLY OF MANPOWER ON OUTSOURCE BASIS- TENDER FEES AND EMD/BID SECURITY"

Envelope 2 : TECHNICAL BID: The Technical Bid should be submitted in a single sealed envelope super scribed as "**QUOTATION FOR SUPPLY OF MANPOWER ON OUTSOURCED BASIS- TECHNICAL**" along with all the documents in proof of eligibility criteria and evaluation points as mentioned hereinbelow.

The Technical Bid shall *comprising of Form-II along with Annexure A and B*, duly signed and stamped and shall contain the properly signed and stamped copy of documents mentioned therein. Also, submit the copy of this tender document (after downloading the same from our website) duly signed with stamp on each page, implying acceptance of the terms and conditions of this tender. If technical bid contains any financials/commercial

details, the bid will be deemed to be disqualified and not considered for further evaluation.
No duplicate of Technical Bid is to be submitted by the bidders.

Envelope 3: COMMERCIAL BID: The Commercial Bid should be submitted in a single separate duly sealed envelope super scribed as **“QUOTATION FOR SUPPLY OF MANPOWER ON OUTSOURCED BASIS- COMMERCIAL”**.

The Commercial Bid shall contain the price to be submitted as per the *as per Form III* on their letter head with quoted rates.

AIC shall not pay any other amount on any account including mobilization charges, office expenses, transport charges, phone charges etc.

No duplicate of Commercial Bid is to be submitted by the bidders.

Envelope 4 (Main envelope): Envelope 1, 2 and 3 should be put together in a separate envelope to constitute one set super scribed as **“QUOTATION FOR SUPPLY OF MANPOWER ON OUTSOURCED BASIS”**.

The sealed Proposal shall be addressed to

**General Manager (HR),
Agriculture Insurance Company of India Ltd.,
Head Office,
Plate B&C, Fifth Floor,
Block 1, East Kidwai Nagar
New Delhi -110023**

6.7 OTHER CONDITIONS :

- a) Bidder details should be provided on the main envelope as well as sub envelopes.
- b) The Commercial bid will contain the Commercial quote covering service charges including implementation Cost of undertaking the assignment exclusive of all the applicable taxes. For the purpose of evaluation, the quote of service charges excluding Tax will only be considered.
- c) The service charges payable to the Agency in providing the requisite manpower shall be on a fixed amount per manpower per month. No upward revision in the price would be considered on any account. AIC at its discretion may seek component wise break-up of cost at any time from the selected bidder.
- d) The Commercial Bid made by the Bidder should comply with the following points:
 - Commercial Bid containing conditional offers will be rejected
 - Bid submitted with adjustable / variable price quotation (except Govt. taxes) will be treated as non-responsive and will be rejected
 - In case of discrepancy in words and figures, the price quoted in words will be taken as final
 - Any over writing, erasure, etc. has to be initialled by the authorized person
 - Bids are to be quoted in Indian Rupees only
 - The rates and/ or prices in any form or for any reasons should not be disclosed in the technical or other parts of the bid except in the Commercial Bid, failure to do so shall make the bid liable to be rejected.

- e) Bidders are advised to examine the Tender in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective BIDs for award of the contract including implementation of the contract.
- f) Bidder shall bear all costs associated with preparation and submission of its Bid.
- g) Selected bidder may be required to enter into the contract with AIC as per terms and conditions based on this tender document.
- h) Any deviation from the prescribed Forms and Annexures will entail the Bidder for disqualification.
- i) The Bidder should ensure that all the Forms and Annexures should be hard bound and all pages duly signed by the Authorized Signatory.
- j) Bids are liable to be disqualified if, at any stage of evaluation, it is found that the Bidder's declaration with regard to any of the set Eligibility Criteria as indicated and the other data, if any, given in response to this Tender is incorrect.
- k) No Bidder shall attempt to influence AIC on any matter related to the proposal for engagement.
- l) Any attempt to influence AIC in the evaluation of proposals and engagement shall result in summarily rejection of the proposal(s) of such Bidders

7. PERIOD OF VALIDITY OF RATE QUOTED

The quoted rates by successful bidder would remain valid throughout the duration of contract.

8. LATE BIDS

Any bid received after the stipulated date and time shall not be considered by AIC and no queries in this regard shall be entertained in this regard.

9. EVALUATION PROCESS

9.1. AIC has adopted a single stage two-bid system (referred to as the "Bidding Process") for selection of the Bidder for award of the Tender. Under this process, the bid shall be invited under two parts. Eligibility and qualification of the Bidder will be first examined based on the details submitted under first part (Technical Bid) with respect to eligibility and qualifications criteria prescribed in this Tender. The Commercial Bid under the second part shall be opened of only those Bidders whose Technical Bids are responsive to eligibility and qualifications requirements as per this Tender.

9.2. The Bid shall be valid for a period of 90 days from the date specified for submission of BIDs.

9.3. No bidder shall try to influence AIC (concerned officers dealing with tender) on any matter relating to its bid, at any point of time.

9.4. All bids shall be evaluated by a Committee set up for this purpose by AIC.

9.5 Technical bids shall be opened by the Committee on the scheduled date and time.

9.6 AIC will scrutinize the offers to determine their completeness (including signatures from the relevant manpower), errors, omissions in the technical offers of respective bidders.

9.7 If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, AIC may, in its sole discretion, exclude the relevant information for consideration of eligibility and qualification of the Bidder.

9.8 A maximum of one representative for any bidder shall be authorized and permitted to attend the bid opening process physically. After opening of the bids, the bids shall be evaluated as per the criteria mentioned hereinbelow.

9.9 Tender evaluating Committee may waive any minor insufficiency, non-conformity or irregularity in the response to the Tender document that does not constitute a significant material deviation provided such waiver does not prejudice or affect the relative ranking of any Bidder.

Phase 1 – Eligibility cum Technical Evaluation

A. Eligibility Criteria

SN	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.	Self-attested copy of the Certificate of Incorporation / Certificate of Commencement of Business/ Partnership deed / MOA / AOA to be submitted.
2	The Bidders must be registered with relevant Govt. /Statutory Authorities/tax authorities for not less than three years such as Income tax department/GST authorities etc. as required in the normal course of business to render outsourcing services. Bidder will be responsible for compliance of all regulatory/statutory provisions.	Relevant Registration certificate(s) /Income tax return for the past 3 years i.e 2018-19, 2019-20 & 2020-21/ latest GST return.
3	The Average Annual Turnover of the Bidder should not be less than Rs. 400 Crore (Four Hundred Crores) for last three financial years. i.e 2018-19, 2019-20 & 2020-21 .	Audited accounts (Balance Sheet and Profit and Loss Account etc.) for corresponding 3 financial years.
4	The Bidder must not have been currently blacklisted by any Government/ Ministry/ Department/ PSU nor should have been currently debarred from dealing with any company/ public department.	Self-Declaration on Bidder's Letterhead.
5	The Bidder must have experience of providing at least 25000 (Twenty Five Thousand) manpower on outsourced basis in each of the last three financial years. *security personnel shall not be counted for the purpose of this clause.	List of Clients (with communication details) with number of manpower provided on Bidders Letterhead.
6	The Bidder must be dealing with at least 02 Public Sector Undertakings (PSU)/ Government Departments for providing outsourced manpower. *security personnel shall not be counted for the purpose of this clause.	List of PSU (with communication details) with number of manpower provided on Bidder's Letterhead.

7	The Bidder must have fully operational offices in atleast 6 states.	Communications details of the office along with point of contact of respective office on Bidder's Letterhead.
8	The Bidder must have inhouse compliance and Legal team.	Details of the employees with professional qualification and no. of years of experience on Bidder's Letterhead.
9	The Bidder must have experience in providing manpower on outsourced basis in at least 10 States/UT's *security personnel shall not be counted for the purpose of this clause.	Self-Declaration on Bidder's Letterhead along with list of states.
10	The Bidder must comply to the statutory compliance of ESI & PF related to outsourced manpower as per applicable laws at centre and state level.	Self-Declaration on Bidder's Letterhead
11	The bidder shall provide Group Medclaim Policy on floater basis and Group Personal Accident cover for each outsourced manpower deployed at the best competitive rate in the market. (Note: The sum-insured and family members covered to be decided by AIC and the actual cost of the same is reimbursable by AIC)	Self-Declaration on Bidder's Letterhead.
12	The bidder must have online system and must provide access for the usage of AIC.	Self-Declaration on Bidder's Letterhead.
13	The selected Bidder shall not be allowed to assign the work under this Tender to any other Agency.	Self-Declaration on Bidder's Letterhead.
14	Bidder shall designate a representative wherever the number of outsourced manpower deployed is more than 20 for a particular AIC location / office.	Self-Declaration on Bidder's Letterhead along with relevant details
15	Authorization to sign the bid.	Power of attorney or duly signed authorization letter (by power of attorney holder, copy of which to be attached).

Any bid not fulfilling the criteria mentioned (supported with relevant proof) above will be straightaway declared as technically unresponsive and will therefore, be disqualified. 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. Additionally, failure to submit the originals of the Power of Attorney or duly signed authorisation by Power of Attorney holder, the Self-Declarations (wherever required) shall render the Selected Bidder liable to be disqualified

B. Technical evaluation

The technical bid of eligible bidders as mentioned above shall be evaluated. Weightage shall be given to various aspects of technical bids as described below.

The evaluation of the Bid will be done as per the Technical Bid Submitted in Form II and relevant annexures thereupon as per the evaluation criteria given hereunder.

Bidders Technical Qualification.

Maximum mark is 100

SN	Technical Qualifications	Specifications	Marks	Maximum Marks
1	Annual Average turnover	Rs. 400 Crores to Rs. 600 Crores	05	15
		More than Rs. 600 Crores to Rs. 1000 Crores	10	
		More than Rs.1000 crores	15	
2	Providing manpower on outsourced basis in last three financial years (in total) *security personnel shall not be counted for the purpose of this clause	25001 to 50000	05	15
		50001 to 100000	10	
		100001 and above	15	
3	Dealing with PSU/Government Departments for providing outsourced manpower. *security personnel shall not be counted for the purpose of this clause	03 to 05	05	10
		6 and above	10	
4	Experience in States/UT's in providing manpower on outsourced basis	11 to 15 states/UT's 16 and above states/UT's	05 10	10
5	Number of states having fully operational offices	07 to 10	05	15
		11 to 15	10	
		16 and above	15	
6	Previous Experience	04 yrs to 06 yrs	05	15
		07 yrs to 10 yrs	10	
		Above 10 years	15	
7	Online system with access to AIC	1. Manpower life cycle 2. Attendance & leaves 3. Salary payments & statutory remittances, 4. Generation of reports 5. Mobile app	04 04 04 04 04	20

Note: Bidder to give proof of evaluation criteria in technical bid, else, "0" marks will be awarded. AIC may call the bidder submitting technical bids to make presentations before a committee, if required. The bidder who has scored at least 70% marks in technical evaluation shall be declared

as technically qualified and be eligible for the opening of commercial bid. In case, sufficient number of Bids are not shortlisted, the evaluation committee may relax the minimum score.

Phase 2 – Commercial Bid Evaluation

- a) Commercial Bids of the technically qualified bidders would be opened by the Evaluation Committee on the scheduled date as mentioned above and commercial bid of remaining bidders shall be returned unopened.
- b) The evaluation committee may call for any clarifications/ additional particulars / presentation to be made by the qualified Bidders under technical evaluation.
- c) The Bidders Offer will be disqualified if the clarification/ additional particulars are not submitted within the specified date and time.
- d) The Commercial Bid shall contain the price schedule to be submitted as per the Form – III. If there is a discrepancy in commercial bid between words and figures, the amount in words shall prevail.

Phase 3 - Selection Process

In respect of all qualified Bidders in the Technical evaluation in whose case the commercial bid has been opened, BIDs will be evaluated by the Committee for the Tender on the basis of the lowest cost quoted by a Bidder for rendering the services as specified in this Tender (the "BID Price") i.e. service charges per manpower per month. In this Tender, the term "Lowest Bidder" shall mean the Bidder who is quoting the lowest BID price.

Generally, the Lowest Bidder shall be the selected Bidder. In case such Lowest Bidder withdraws or backs out or could not submit originals of documents as required under this Tender or is not selected for whatsoever other reason, AIC may award the Tender to L2 on L1 rates. In the event L2 denies working or failure to respond within the stipulated timeline given by AIC in its offer, L3 may be asked to work on L1 rates and so on.

If the selected Bidder, after the award of the contract, fails to complete the due performance of the contract in accordance with the agreed terms and conditions and/or does not perform satisfactorily or delays execution of the contract at any stage leading to cancellation of the contract, AIC reserves the right to get the balance contract period executed by L2 Bidder at L1 rate by obtaining their consent. If L2 does not accept, then L3 may be offered at L1 rates and so on for the balance contract period.

In the event L2, L3 and so on do not give consent to work at L1 rates in any scenario mentioned in the tender, AIC reserves the right to call for fresh financial bid from all the technically qualified bidders (other than the L1) and award the tender for remaining term thereof to the bidder who has quoted lowest in fresh financial bid. However, it is clarified that AIC shall not be bound to accept any offer or to award the tender in such a case.

10. REJECTION OF BIDS

- a) Notwithstanding anything contained in this Tender, AIC reserves the right to reject any BID and to annul the Bidding Process and reject all BIDs at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. The EMD of the bidders shall be refunded in this case.

- b) AIC reserves the exclusive right to assess a Commercial Bid in terms of reasonableness and in the event, it is pronounced unrealistic (abnormally low or high), the same shall be declared unresponsive and rejected.

11. CORRESPONDENCE WITH THE BIDDER

Save and except as provided in this Tender, AIC shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any BID. However, AIC would display the result of technically qualified bidder on AIC website for 7 days including reasons for non- responsiveness, if any, and the Commercial Bid will be opened thereafter.

12. AWARD OF CONTRACT

In case of tie between L-1 firms, the bidder with higher marks in Technical bid evaluation will be considered. If the technical marks are also same, AIC will call for fresh quotes from the bidders whose rates are tied and the bidder who has quoted the lowest shall be declared as successful bidder. It is clarified that the bidders cannot quote more than what they have quoted in first instance, failing which the bid will be rejected. Even after the fresh quotes if the rates are tied, both the Bidders will be considered as successful Bidders. In such case, AIC at its sole discretion may take manpower on outsourced basis from any of the successful bidder.

AIC will award the contract as per the tender terms and the successful bidder will be required to sign a separate Contract in the format provided by AIC within 10 days from the date of issuance of Letter of Award.

AIC reserves the right to accept/reject any or all bids partly or fully without assigning any reason thereof.

13. ANNULMENT OF AWARD

Failure of the successful bidder to comply with the requirement of the tender document shall constitute sufficient ground for the annulment of the award.

14. PERFORMANCE BANK GUARANTEE

14.1. The successful bidder shall be required to furnish performance security for a sum of Rs 8,00,000/- (Rupees Eight Lakhs only) in the form of a Bank Guarantee as per the format prescribed in Annexure D hereto. The PBG shall be valid for the entire duration of the Contract.

14.2. The successful bidder's EMD (if not paid by BG) shall be held as performance guarantee as mentioned in the tender. However, the successful bidder's EMD amount/BG may be released after furnishing Performance Bank Guarantee of equivalent amount. The successful bidder shall furnish the PBG within 10 working days from the date of award of the tender.

14.3. In the event the successful bidder fails to submit the PBG within 10 working days from the date of award of tender, the EMD shall be liable to be forfeited and the award shall be deemed to have been cancelled/withdrawn and the bidder will be suspended from

participating in the tender process of AIC for a period of three years from the bid due date. Thereupon all rights, privileges, claims and entitlements of the successful Bidder under or arising out of the Award shall be deemed to have been waived by, and to have ceased with the concurrence of the successful Bidder, and the Award shall be deemed to have been withdrawn by AIC. In such an event, the Tender shall be awarded to L2 on L1 rates. In the event L2 denies working on L1 rates, tender shall be awarded to L3 on L1 rates and so on.

14.4. The PBG shall be invoked in the event the successful bidder fails to comply with the terms and conditions of Tender document and the contract to be executed.

14.5. The PBG may be discharged/ returned by AIC upon being satisfied that there has been due performance of the obligations of the successful bidder under the contract within 06 months from the completion of all the contractual obligations. However, no interest shall be payable on the PBG.

15. FRAUD AND CORRUPTION

15.1. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Contract. Notwithstanding anything to the contrary contained herein, or in the LOA or the Contract, AIC may reject a BID, withdraw the LOA, or terminate the Contract, as the case may be, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, AIC shall be entitled to forfeit and appropriate the Performance Bank Guarantee, as damages, without prejudice to any other right or remedy that may be available to AIC under the Bidding Documents and/ or the Contract, or otherwise.

15.2 Without prejudice to the rights of AIC under Clause 15.1 hereinabove and the rights and remedies which AIC may have under the LOA or the Contract, or otherwise if a Bidder or Contractor, as the case may be, is found by AIC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Contract, such Bidder shall not be eligible to participate in any tender or RFP issued by AIC during a period of 3(three) years from the date such Bidder, or Contractor, as the case may be.

15.3. For the purposes of this clause, the following terms shall have the meaning hereinafter respectively assigned to them:

(a) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value, pressurizing to influence the action of a public official in the process of tendering and execution of the project;

(b) "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

(c) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;

(d) “undesirable practice” means:

- i. establishing contact with any person connected with or employed or engaged by AIC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or
- ii. having a Conflict of Interest; and

(e) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

16. NON-NEGOTIABILITY ON TENDER DOCUMENT

AIC is not responsible for any assumptions or judgments made by the bidders for arriving at any type of sizing or costing. AIC at all times will benchmark the performance of the bidder to the Tender documents circulated to the bidders. 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.

17. DRAFT TERMS OF THE CONTRACT

The exact draft of the contract to be executed with the successful bidder shall be shared with the successful bidder and shall majorly contain the terms of this tender and following indicative terms.

17.1. The contract shall commence from the date of its execution and shall continue for a period of 03 (three) years extendable for two terms of one year each, subject to satisfactory performance of the successful bidder, unless it is restricted or terminated by AIC in pursuance with termination clause/tender condition.

17.2. The Bidder shall not be allowed to transfer, assign, pledge or sub-contract its privileges and responsibilities under the contract to any other Agency without the prior written consent of AIC.

17.3. The human resource engaged by the Bidder should not have any adverse Police records/criminal cases against them. The Bidder shall be responsible to make adequate enquiries about the character and antecedents of the persons before their engagement for the purpose. The Character and antecedents of each person before their deployment, shall be verified by the bidder through the local police. Proofs of identity like driving license, bank account details, previous work experience, proof of residence and recent photograph and a certification to this effect should be submitted to AIC. The bidder will also ensure that the manpower deployed are medically fit. The bidder shall withdraw such manpower who are not found suitable by AIC for any reasons immediately on receipt of such a request from AIC.

17.4. The Bidder shall furnish the following documents in respect of the persons deployed by it in AIC before commencement of work:

- a) List of manpower deployed by bidder at AIC, with full details, i.e. date of birth, marital status, address, family details etc.
- b) Resume of such persons deployed.
- c) Certificate of Verification of antecedents of persons by local police authority.

Such persons deployed shall be qualified and experienced in performing assigned services as per the eligibility criteria mentioned in the tender.

17.5. The Bidder's manpower working shall be polite, cordial, positive and efficient while handling designated work and their conduct shall be such that it must endeavour to enhance the image of AIC. Wherever specified, the deployed persons should wear proper uniform to be provided by the Bidder as approved by AIC. The Bidder shall be responsible for any act of indiscipline on the part of the manpower deployed by them.

17.6. In case, the person employed by the Bidder commits any act of omission / commission that amounts to misconduct / indiscipline/ incompetence and security risks, the Bidder will be liable to take appropriate disciplinary action against such persons, including their removal from site of work, if required by AIC within 2 days of reporting such act/event to their notice either by phone/fax/letter.

17.7. The Bidder shall provide identity cards to the manpower deployed at AIC containing the photograph of the person and personal information such as name, date of birth, Identification mark, etc.

17.8. The Bidder shall ensure proper discipline and conduct of its manpower in office premises and also during performance of assigned work in field, and mandate prohibition of consumption of alcoholic drinks, beetle leaf, smoking, littering and direct against unnecessary wandering about in the premises and should be engaged in work.

17.9. The Bidder shall be responsible for any theft/loss of any items from the cabins or any other area of AIC office/property by the manpower deployed by the bidder. The details of the stolen materials will be reported to the Bidder in writing by AIC and the full cost of the material reported stolen will be recovered from the Bidder within 4 weeks from the date of theft. The decision of AIC on this will be final and binding on the Bidder.

17.10. The Bidder shall be available at all times and message by phone/mail/Fax/Special Messenger from AIC to it shall be acknowledged immediately on receipt on the same day. The Bidder shall strictly observe the instructions issued by AIC in implementing the Contract from time to time.

17.11. The Bidder shall ensure proper direct supervision of persons deployed. For the purpose, it should designate a responsible official of the Bidder directed to act as a coordinator, who would be responsible for immediate interaction with this office, so that optimal services of the persons deployed by the Bidder could be availed without any disruption.

17.12. The Bidder shall immediately provide a substitute in the event of any person leaving the job due to his / her personal reasons. The delay by the Bidder in providing a substitute beyond seven working days shall attract penalty equivalent to @ 1% of the charges payable to the selected bidder for the month in question.

17.13. It will be the responsibility of the bidder to meet the cost of uniform and its upkeep, transportation, food, and any other requirements in respect of the persons deployed by it in AIC and AIC will have no liabilities in this regard at any stage.

17.14. The persons deployed by the bidder shall not claim nor shall be entitled to pay, perks and other facilities admissible to casual, ad hoc, regular / confirmed employees of AIC during the currency or after expiry of the contract.

17.15. It shall be the responsibility of the Bidder to verify the skills/experience of the outsourced manpower. Candidates will be examined for performing the defined functions by AIC and AIC reserves the rights to verify and check the credentials and qualification of the outsourced manpower. If during the course of engagement of any outsourced manpower, it comes to notice that he/she has misrepresented the fact about his/her qualification/experience, the Bidder will have to terminate the service of such staff immediately and shall provide suitable replacement within 7 working days.

17.16. If the performance of the outsourced manpower is unsatisfactory, AIC shall give a notice of 5 days to the Bidder to take necessary action to improve the performance of outsourced manpower and the performance does not improve even after 5 days of such communication, the Bidder shall provide a replacement acceptable to AIC within 7 working days.

17.17. Bidder shall ensure complete compliance (in respect of the manpower provided to AIC) of all the prevailing provisions including but not limited to the Payment of Wages Act 1936, Minimum Wages Act 1948, Workmen Compensation Act 1923, Bonus Act 1965, Contract Labour Act 1970, Employees Provident Fund, ESI Act and Miscellaneous Provisions Act 1952 under labour laws, etc., and any other act/statute, rules or regulations as may be enacted by the government or any modifications thereof or any other law relating thereto and rules made there under from time to time. In the event of non-compliance of the same, the Bidder would undertake to indemnify AIC on any cost or liability it may incur on account of such non-compliance.

18. INDEMNITY

18.1. General Indemnity

The Contractor will indemnify, defend, save and hold harmless the AIC and its officers, servants, agents and/or AIC controlled entities/enterprises, (the "AIC Indemnified Persons") against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost and expense of whatever kind and nature, whether arising out of any breach by the Contractor of any of its obligations under this Contract or from any negligence under the Contract, including any errors or deficiencies in any other document, or tort or on any other ground whatsoever, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach or default of this Contract on the part of the AIC Indemnified Persons.

18.2. Indemnity by the Selected Bidder

(i) Without limiting the generality of Clause 15.1, the Selected Bidder shall fully indemnify, hold harmless and defend AIC and AIC Indemnified Persons from and against any and all loss and/or damages arising out of or with respect to:

- a. failure of the Selected Bidder to comply with Applicable Laws and Applicable Permits;
- b. payment of taxes required to be made by the Selected Bidder in respect of the income or other taxes of the outsourced manpower, suppliers and representatives.

(ii) Without limiting the generality of the provisions of this Clause 15.1, the Selected Bidder shall fully indemnify, hold harmless and defend AIC Indemnified Persons from and against any and all suits, proceedings, actions, claims, demands, liabilities and damages which AIC Indemnified Persons may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any materials, information, design or process used by the Selected Bidder in performing the Selected Bidder's obligations or in any way incorporated in or related to this Contract. If in any such suit, action, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the Selected Bidder shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the revocation or suspension of the injunction or restraint order.

(iii) Without limiting the generality of the provisions of this Clause 15.1, the Selected Bidder shall fully indemnify, hold harmless and defend AIC Indemnified Persons from and against any and all suits, proceedings, actions, claims, demands, liabilities and damages which AIC Indemnified Persons may hereafter suffer by reason of any demands, claims, suits or proceedings arising out of claims of the outsourced manpower deployed in AIC

18.3. Notice and contest of claims

In the event that either Party receives a claim or demand from a third party in respect of which it is entitled to the benefit of an indemnity under this Clause (the "Indemnified Party") it shall notify the other Party (the "Indemnifying Party") within 15 (fifteen) days of receipt of the claim or demand and shall not settle or pay the claim without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. If the Indemnifying Party wishes to contest or dispute the claim or demand, it may conduct the proceedings in the name of the Indemnified Party, subject to the Indemnified Party being secured against any costs involved, to its reasonable satisfaction.

18.4. Defense of claims

(i) The Indemnified Party shall have the right, but not the obligation, to contest, defend and litigate any claim, action, suit or proceeding by any third party alleged or asserted against such Party in respect of, resulting from, related to or arising out of any matter for which it is entitled to be indemnified hereunder, and reasonable costs and expenses thereof shall be indemnified by the Indemnifying Party. If the Indemnifying Party acknowledges in writing its obligation to indemnify the Indemnified Party in respect of loss

to the full extent provided by this Clause, the Indemnifying Party shall be entitled, at its option, to assume and control the defense of such claim, action, suit or proceeding, liabilities, payments and obligations at its expense and through the counsel of its choice; provided it gives 15 days written notice of its intention to do so to the Indemnified Party and reimburses the Indemnified Party for the reasonable cost and expenses incurred by the Indemnified Party prior to the assumption by the Indemnifying Party of such defense. The Indemnifying Party shall not be entitled to settle or compromise any claim, demand, action, suit or proceeding without the prior written consent of the Indemnified Party, unless the Indemnifying Party provides such security to the Indemnified Party as shall be reasonably required by the Indemnified Party to secure the loss to be indemnified hereunder to the extent so compromised or settled.

(ii) If the Indemnifying Party has exercised its rights under Clause 18.3, the Indemnified Party shall not be entitled to settle or compromise any claim, action, suit or proceeding without the prior written consent of the Indemnifying Party (which consent shall not be unreasonably withheld or delayed).

(iii) If the Indemnifying Party exercises its rights under Clause 18.3, the Indemnified Party shall nevertheless have the right to employ its own counsel, and such counsel may participate in such action, but the fees and expenses of such counsel shall be at the expense of the Indemnified Party, when and as incurred, unless:

- a) the employment of counsel by such party has been authorised in writing by the Indemnifying Party; or
- b) the Indemnified Party shall have reasonably concluded that there may be a conflict of interest between the Indemnifying Party and the Indemnified Party in the conduct of the defense of such action; or
- c) the Indemnifying Party shall not, in fact, have employed independent counsel reasonably satisfactory to the Indemnified Party, to assume the defense of such action and shall have been so notified by the Indemnified Party; or
- d) the Indemnified Party shall have reasonably concluded and specifically notified the Indemnifying Party either:
 - (i) that there may be specific defenses available to it which are different from or additional to those available to the Indemnifying Party; or
 - (ii) that such claim, action, suit or proceeding involves or could have a material adverse effect upon it beyond the scope of this Contract: Provided that if Sub-clauses (b), (c) or (d) of this Clause 18.4.
 - (iii) shall be applicable, the counsel for the Indemnified Party shall have the right to direct the defense of such claim, demand, action, suit or proceeding on behalf of the Indemnified Party, and the reasonable fees and disbursements of such counsel shall constitute legal or other expenses hereunder.

18.5. Survival on Termination

The provisions of indemnity Clause shall survive termination of the contract to be executed.

19. TERMINATION

By AIC: AIC may terminate the Contract in case of the following events:

- a) 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 provided the Bidder fails to remedy such breach within Fifteen (15) days of receipt of a notice in this regard from AIC.
- b) If the Bidder becomes insolvent or goes into liquidation or receivership whether compulsory or voluntary.
- c) 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.
- d) If AIC becomes aware that the Bidder had indulged in fraud and corrupt practices in order to procure the award of this Tender;
- e) If the Bidder and its officials in-charge of the day to day affairs of the Company have been convicted of any offence involving moral turpitude under any law in force in India;
- f) If AIC, 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 Contract, by not less than thirty (30) days' written notice to AIC, in case of the occurrence of any of the following events:

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

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 may be available to a Party under any Law
- e) Indemnification clause

20. DELAY IN BIDDER'S PERFORMANCE

The bidder must strictly adhere to the time schedule for providing outsourced manpower, as specified by AIC through written communications. Any delay in completion of the obligations by the bidder will enable AIC to resort to any or all of the following:

- Termination of the service Contract fully or partly.
- invocation of the Performance Bank Guarantee

21. FORCE MAJEURE

If the performance by any party to the Contract is prevented, restricted, delayed or interfered by reason of fire, explosion, cyclone, flood, war, revolution, blockage or embargo, any law, order, proclamation, ordinance, demand or requirements of any Government or authority, strikes, shutdowns or labour disputes which are not instigated for the purpose of avoiding obligations herein, or any other circumstances beyond the control of the party affected, then notwithstanding anything here before contained, the party affected shall be excused from its performance to the extent such performance relates to such events provided that the party so affected uses its best efforts to remove such cause of non-performance and when removed the party shall continue performance with utmost diligence. In the event of delay due to Force Majeure for more than one month the Contract may be terminated by both the parties. Termination under such circumstances will be without any liability on either side. However, the dues for completed work to the satisfaction of AIC, shall be paid by AIC. The Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

22. ACCOUNTING INSPECTION AND AUDITS

The Bidder:

Shall keep accurate and systematic accounts and records in respect of the Services provided hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and

Shall periodically permit AIC or its designated representative and/or AIC, and up to Five years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by AIC.

It is clarified that the inspections and audit shall also extend to and be applicable to statutory compliances as done by the bidder.

23. 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 in any form whatsoever shall be void and of no effect whatsoever.

24. PAYMENT TERMS AND CONDITIONS

AIC shall pay to the successful bidder the following in respect of outsourced manpower deployed :

- a) Monthly remuneration as decided by AIC but not less than the Minimum wages as applicable in the respective state wherein the manpower is deployed
- b) Other monthly payments as per applicable statues in the respective State wherein the manpower is deployed,
- c) The service charges per month per manpower quoted in the Commercial Bid on monthly basis depending on the number of outsourced manpower deployed for that particular month.

- d) Reimbursements of other expenses to the outsourced manpower directly into their account as approved by AIC and details submitted every month
- e) Monthly payment in respect of Group Medclaim Policy (floater basis) and Group Personal Accident Policy for the sum-insured decided and Insurance premium approved by AIC for all the deployed outsourced manpower

The Successful bidder shall raise the monthly invoice for each AIC Office towards remuneration and other / statutory payments, reimbursements, service charges and retain the service charges only and shall release the payment on monthly basis to the outsourced manpower after deducting necessary TDS, if applicable.

Statutory deductions

The successful bidder shall ensure that any statutory deductions like PF/ESI are deposited within the time prescribed and AIC do not assume any responsibility in this regard. Similarly, the bidder shall ensure the continuity of all policies including GMP & GPA during the subsistence of the contract period.

25. CONFIDENTIALITY

26.1. Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising AIC in relation to, or matters arising out of, or concerning the Bidding Process. AIC will treat all information, submitted as part of the BID, in confidence and will require all those who have access to such material to treat the same in confidence. AIC may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or AIC or as may be required by law or in connection with any legal process.

26.2. Except with the prior written consent of AIC, the Bidder and the outsourced manpower shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Bidder and its outsourced manpower make public the recommendations formulated in the course of, or as a result of, the Services.

26.3. That a breach of this confidentiality clause by the outsourced manpower shall render the successful bidder liable for damages which shall be determined by AIC and shall be final and binding on the successful Bidder.

26. INTELLECTUAL PROPERTY AND CONFIDENTIAL DATA AND OTHER PROPRIETARY INFORMATION

It is clearly understood and acknowledged by the Bidder or any of the outsourced manpower deployed under the arrangement with AIC that all Information and asset ownership rights remains with AIC. That all rights pertaining to any data furnished and any confidential information shared with the deployed outsourced manpower of the Bidder remains with AIC. It is expressly understood that this engagement shall not entitle (the Bidder or any of the outsourced manpower deployed under the arrangement with AIC) to any intellectual property/confidential information already in existence or created during

the subsistence of such engagement and the sole proprietorship of such intellectual property/confidential information shall remain/accrue with AIC. That the Bidder or any of the outsourced manpower deployed under the arrangement with AIC shall provide all assistance in assigning/transferring any such intellectual property/confidential information to AIC.

That on the termination of the arrangement with AIC the Bidder shall immediately handover of all data, and assets of AIC within 30 days in an orderly manner.

The Bidder shall satisfy AIC that the Bidder's security policies, procedures and controls will enable AIC to protect confidentiality and security of its information even after the contract terminates.

In the event of termination of the Contract, AIC shall be handed over all the customer data and any other data by the Bidder and ensure that there is no further use of customer data or any other data by the Bidder.

27. APPLICABLE LAWS AND JURISDICTIONS

The Contract with the selected 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).

28. SETTLEMENT OF DISPUTES

Amicable Settlement: Performance of the Contract is governed by the terms & conditions of the Contract. Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to the Contract (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably. The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of the Contract promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

Also in the event of any dispute between AIC and the successful Bidder which is not resolved amicably, both the parties, with mutual consent, may try to settle the said dispute through mediation before the panel of IEMs (details of IEMs are given hereunder), in a time bound manner. The fee / expenses on dispute resolution through mediation shall be equally shared by both the parties. In case the dispute remains unresolved even after mediation by the panel of IEMs, the dispute shall be resolved as per the mode given hereinbelow.

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 or through mediation before the panel of IEMs, if referred, the matter shall be referred to arbitration by a sole

Arbitrator to be appointed by AIC and the successful Bidder mutually in accordance with the Arbitration and Conciliation Act, 1996 together with all the latest amendments thereto. Arbitration proceedings shall be held at New Delhi, India and the language of the arbitration proceedings shall be English. Both parties shall bear their respective expenses for holding such arbitration.

29. LIMITATION OF LIABILITY

Unless otherwise stated in the Contract, neither Party shall, in any event, regardless of the form of claim, be liable for any indirect, special, punitive, exemplary, speculative or consequential damages, including but not limited to, any loss of use, loss of data, business interruption, and loss of income or profits, unless it had an advance notice of the possibility of any such damages.

Subject to the above and unless otherwise stated expressly under the Contract, the maximum aggregate liability of the Bidder shall be, regardless of the form of claim, be the total contract value.

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
- c) Breach of gross negligence, and
- d) Breach of willful misconduct
- e) Breach of indemnity clause including any third-party liability

30. GOOD FAITH

The Parties undertake to act in good faith with respect to each other's rights under the Contract and to adopt all reasonable measures to ensure the realization of the objectives of the Contract.

31. 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.

32. CODE OF INTEGRITY AND INTEGRITY PACT

The bidders should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the bidding process or during execution of resultant contracts:

- i) "Corrupt practice": making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the bidding process or to otherwise influence the bidding process or contract execution;
- ii) "Fraudulent practice": any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained, or an obligation avoided. This includes making false declaration or providing false information for participation in a Bid process or to secure a contract or in execution of the contract;

iii) "Anti-competitive practice": any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of AIC, that may impair the transparency, fairness and the progress of the bidding process or to establish bid prices at artificial, non-competitive levels;

iv) "Coercive practice": harming or threatening to harm, persons or their property to influence their participation in the bidding process or affect the execution of a contract;

v) "Conflict of interest": participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this bidding is linked; or if they are part of more than one bid in the tender; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of AIC who are directly or indirectly related to Bid or execution process of contract; or improper use of information obtained by the (prospective) bidder from AIC with an intent to gain unfair advantage in the bidding process or for personal gain; and

vi) "Obstructive practice": materially impede AIC's investigation into allegations of one or more of the above-mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding AIC's rights of audit or access to information;

Independent External Monitors (IEMS)

The Bidders that desire to bid against this Tender, shall compulsorily sign an Integrity Pact (Annexure - E) with AIC to be monitored by the INDEPENDENT EXTERNAL MONITORS (IEMS). IEMs would review independently and objectively whether and to what extent Bidders have complied with their obligations under the Integrity Pact. This project will be reviewed by following Independent External Monitors-

1. Sh. V. Venkatachalam, (IAS Retd.) No. 92, Ram Nagar, North Extn., 6 th Main Road, Vijaya Nagar, Velachery, Chennai - 600 042. Email- vvenkat1952@yahoo.co.in	2. Ms. Arundhaty Ghosh, IPOs (Retd.) CG 151, 1 st floor, Sector II, Salt Lake Kolkata- 700 091. Email - arundhatyg@gmail.com
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The Bidder should submit Integrity Pact Agreement (Annexure E) on letter head duly signed by the authorized representative of Bidder with office seal on each page. The Agreement will be counter-signed for and on behalf of AIC after opening of Technical Bid.

All clarifications/queries/status with respect to tender may be forwarded to AIC and not to IEMs, except any issue related to Integrity Pact. In case of any issue related to integrity Pact, the Bidder may either send the same by email or by post to the IEMs at the address given above with a subject line / superscribed envelope "COMPLAINT TO IEMs" .

**Form I: Cover Letter
(On Bidders Letterhead)**

To,

Date:

General Manager,
HR (Deptt),
Agriculture Insurance Company of India Ltd. (AIC)
Plate B&C, Fifth Floor, Block 1, East Kidwai Nagar
New Delhi -110023

Dear Sir/ Madam,

Sub: Your Tender No _____ dated _____ for supply of manpower on outsourced basis.

Having examined the Tender documents including all annexures the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide manpower on outsourced basis to AIC as mentioned in the Scope of Services in conformity with the said Tender documents, in accordance with the commercial bid which is made part of this tender.

We have thoroughly read, understood and accepted the conditions/special conditions as well as other conditions of tenders etc. 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 bid.

We have read, understood and accepted the terms/ conditions/ rules mentioned in the Tender document in toto. Until a formal contract is prepared and executed, if AIC deems fit this Tender offer, together with AIC's written acceptance thereof and AIC'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" together with all amendments made thereto.

We hereby undertake that we are not blacklisted currently by any Government/ Ministry/Department/PSU nor debarred currently from dealing with any company/ public department.

We further certify and assure that no investigation/enquiry pertaining to money laundering, corporate frauds etc. is pending against us including our directors/managers/employees by any of the Regulatory Authorities in India. We understand that any waiver to the foregoing condition is the sole discretion of AIC and cannot be claimed as a matter of right.

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

If our tender offer is selected, we will obtain the Performance Bank Guarantee, (preferably Nationalized bank/ Public Sector Bank) for a sum equal Rs 8,00,000/- (Rupees Eight lakh only).

We enclose herewith the following:

- a. NEFT / RTGS /IMPS Reference /UTR No. _____dt_____ for Rs. 10,000/- (Rupees Ten Thousand only) towards Non-Refundable Tender fee.

- b. Demand Draft/Bank Guarantee/NEFT/ RTGS/ IMPS Reference/ UTR No. _____dt_____ for Rs. 8,00,000/- (Rupees Eight Lakhs only) drawn on _____ Bank _____ Branch payable at New Delhi towards EMD.

We undertake to comply with all the terms and conditions of the tender.

We certify that we have provided all the information requested by AIC in the format requested for. We also understand that AIC has the exclusive right to reject this offer in case AIC is of the opinion that the required information is not provided or is provided in a different format. It is also confirmed that the information submitted is true to our knowledge and AIC reserves the right to reject the offer if any information is found incorrect.

Place:

Date:

Yours Faithfully,

Seal and Signature:

Full Name: (In Capital Letters)

Designation:

(Authorized Representative)

Mob. No:

FORM - II
PROFORMA FOR TECHNICAL BID and TECHNICAL BID DOCUMENTS REQUIRED TO BE
SUBMITTED FOR TECHNICAL EVALUATION
(On bidder's Letterhead)

1. Bidder Information:
 - a) Name of the Firm/Company:

 - b) Registered Office Address:

 - c) Local office address:

2. Contact person:
 - a) Name:
 - b) Designation:
 - c) Mobile No:
 - d) Landline No:

Note: The following documents are to be submitted along with this proforma;

S. No.	Eligibility Criteria	Bidders Response	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.	Type of incorporation: _____	Self-attested copy of the Certificate of Incorporation / Certificate of Commencement of Business/ Partnership deed / MOA / AOA to be submitted.
2	The Bidders must be registered with relevant Govt. /Statutory Authorities/tax authorities for not less than three years such as Income tax department etc. as required in the normal course of business to render outsourcing services. Bidder will be responsible for compliance of all regulatory/statutory provisions.	Yes/No	Relevant Registration certificate(s) / Income tax return for the past 3 years i.e 2018-19, 2019-20 & 2020-21/ latest GST return, PAN & TAN Number.
3	The Average Annual Turnover of the Bidder should not be less than Rs. 400 Crore (Four Hundred crores) for last three financial years i.e 2018-19, 2019-20 & 2020-21 .	Annual Average Turnover for last 03 FY years: _____ crores.	Audited accounts (Balance Sheet and Profit and Loss Account etc.) for corresponding 3 financial years (for the FY 2020-21, if accounts are not audited, then provisional balance sheet and Profit and Loss account duly signed by CA to be submitted).

4	The Bidder must not have been currently blacklisted by any Government/ Ministry/Department/PSU nor should have been currently debarred from dealing with any company/ public department.	Yes/No	Self-Declaration on Bidder's Letterhead.
5	The Bidder must have experience of providing at least 25000 (Twenty-five thousand) manpower on outsourced basis in each of the last three financial years. *security personnel shall not be counted for the purpose of this clause.	Yes / No	List of Clients (with communication details) with number of manpower provided on Bidders Letterhead as per Annexure A.
6	The Bidder must be dealing with at least 02 Public Sector Undertakings (PSU) for providing outsourced manpower. *security personnel shall not be counted for the purpose of this clause.	The Bidder is providing services of outsourced manpower to _____ PSU's (excluding security personnel).	List of PSU (with communication details) with number of manpower provided on Bidders Letterhead (Annexure A).
7	The Bidder must have fully operational offices in atleast 6 states.	The bidder has ____ offices	Communications details of the office along with point of contact of respective office on Bidder's Letterhead.
8	The Bidder must have inhouse compliance and Legal team.	No. of employees in inhouse compliance and Legal team are _____.	Details of the employees with professional qualification and no. of years of experience on Bidder's Letterhead.
9	The Bidder must have experience in providing manpower on outsourced basis in at least 10 States/UT's *security personnel shall not be counted for the purpose of this clause	The bidder is providing manpower on outsourced basis in _____ States/UT's (excluding security personnel).	Self-Declaration on Bidder's Letterhead along with list of states.
10	The Bidder must comply to the statutory compliance of ESI & PF related to outsourced manpower as per applicable laws at centre and state level.	Yes/No	Self-Declaration on Bidder's Letterhead
11	The bidder shall provide Group Medclaim Policy on floater basis and Group Personal Accident cover for each outsourced manpower deployed at the best	Yes/No	Self-Declaration on Bidder's Letterhead.

	competitive rate in the market. (Note: The sum-insured and family members covered to be decided by AIC and the actual cost of the same is reimbursable by AIC)		
12	The bidder must have online systems and must provide access for usage to AIC.	The bidder has online System and access for usage to AIC will be provided.	Self-Declaration on Bidder's Letterhead along with relevant details of online system. (Annexure B)
13	The selected Bidder shall not be allowed to assign the work under this Tender to any other Agency.	Yes/No	Self-Declaration on Bidder's Letterhead.
14	Bidder shall designate a representative wherever the number of outsourced manpower deployed is more than 20 for a particular AIC location / office.	Yes/No	Self-Declaration on Bidder's Letterhead along with relevant details
15	Authorization to sign the bid	Attached	Power of attorney or duly signed authorization letter (by power of attorney holder, copy of which to be attached)

Date : _____

Signature of authorized person with seal

Place: _____

Name of Authorised signatory: _____

Note:

1. If needed, the Bidder can use separate sheets for explaining the above points.
2. Last three years referred herein is FY 2018-19, 2019-20 and 2020-21
3. AIC reserves the right to verify the facts given by the, with any authority.
4. All the pages and supporting documents including the **downloaded tender document** should be hardbound and serially numbered with all the pages duly signed and stamped by the Authorized signatory.
5. AIC will not be responsible for any oversight if a particular document is not referred to, at designated place in the formats.

**ANNEXURE A: List of Clients
(On Bidders Letterhead)**

SN	Name of the Client	Address and Communication Details	Whether PSU Yes/No	NO. of manpower outsourced		
				FY 2018-19	FY 2019-20	FY 2020-21

We hereby certify that security personnel are not included in the above list.

**Signature of Authorized person with seal
Name of Authorised signatory**

Date: _____

Place: _____

(Annexure B): Details of online system
(On Bidders Letterhead)

SN	Online System for	System available Yes/ No	Whether access will be provided to AIC Yes/No
1	Manpower life cycle		
2	Attendance & leaves		
3	Salary payments & statutory remittances.		
4	Generation of reports		
5	Mobile app		

Signature of Authorized person with seal
Name of Authorised signatory

Date: _____

Place: _____

**FORM III : PROFORMA FOR COMMERCIAL BID
(On bidder's Letterhead)**

Service Charges on monthly basis

S. No.	Component	Bid Price in Rupees
1.	Service charges per manpower per month. (exclusive of GST as applicable) *Service charges includes Sourcing/ identification / recruitment fee, Set-up fees per person includes registration fee, ID card charges and other incidentals/ costs.	<p>In figures:</p> <p>In Words:</p>

Note:

- a. For the purpose of commercial bid evaluation, only the Bid price towards service charges for providing manpower on monthly basis shall be considered. The successful bidder shall not be paid any other charges except those expressly mentioned in the tender. No other charges/fee including on any reimbursement will be paid to the successful bidder.
- b. The outsourced manpower shall be paid as per Minimum Wages Act/other applicable statues as applicable in respective States. However, AIC at its sole discretion may pay wages more than as mentioned in Minimum Wages Act.
- c. If the bidder has its own PF trust, AIC shall pay charges, in addition to above mentioned service charges, for managing the trust as per mandate given by concerned authority/ applicable law.
- d. GST, wherever applicable, shall be paid extra.
- e. For the existing outsourced manpower deployed at AIC by present vendor, if migrated, AIC shall pay 50% of the quoted charges by the successful bidder as the joining fee for the first month and thereafter quoted charges will be payable.

**Signature of Authorized person with seal
Name of Authorised signatory**

Date: _____

Place: _____

**ANNEXURE C : Format of Bank Guarantee (EMD)-
(To be stamped in accordance with stamp act)**

Bank Guarantee no.:

Date:

To,
Agriculture Insurance Company of India Ltd. (AIC)
Plate B&C, Fifth Floor, Block 1, East Kidwai Nagar
New Delhi -110023

Dear Sirs,

In accordance with your proposal reference no. _____ dated _____ M/s _____ having its registered office at _____ herein after called 'bidder') wish to participate in the said proposal for providing outsourced manpower for Agriculture Insurance company of India having its office at Plate B&C, Fifth Floor, Block 1, East Kidwai Nagar, New Delhi -110023

An irrevocable Financial Bank Guarantee (issued by a nationalized / scheduled commercial Bank) against Earnest Money Deposit amounting to Rupees _____, Rupees (in words) _____ valid up to _____ is required to be submitted by the bidder, as a condition for participation in the said bid, which amount is liable to be forfeited .

M/s _____ having its registered office at _____ has undertaken in pursuance of their offer to Agriculture insurance company of India _____ (hereinafter called as the beneficiary) dated _____ has expressed its intention to participate in the said proposal and in terms thereof has approached us and requested us _____ Bank _____ to issue an irrevocable financial Bank Guarantee against Earnest Money Deposit amounting to Rupees _____ valid up to _____.

We, the _____ Bank at _____ having our Head office at _____ therefore Guarantee and undertake to pay immediately on first written demand by Agriculture Insurance Company of India, the amount of Rs. _____ Rupees _____

_____ without any reservation, protest, demur and recourse Any such demand made by said beneficiary shall be conclusive and binding on us irrespective of any dispute or difference raised by the bidder.

This guarantee shall be irrevocable and shall remain valid up to _____. If any further extension of this Guarantee is required, the same shall be extended to such required period on receiving instructions in writing, from (_____) on whose behalf guarantee is issued.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Vendor.

Office Seal

(Authorized Signatory)

Place:

Name:

Date:

Designation:

ANNEXURE-D: Performa for Performance Bank Guarantee
(To be stamped in accordance with stamp act)

Reference No.: _____

Date: _____

Bank Guarantee No: _____

To,
Agriculture Insurance Company of India Ltd. (AIC)
Plate B&C, Fifth Floor,
Block 1, East Kidwai Nagar
New Delhi -110023

Sub: Performance Bank Guarantee of Rs. _____

Against contract vide advance acceptance of the Tender No: _____ (hereinafter called the said 'contract') entered into between Agriculture Insurance Company of India Limited (hereinafter called Purchaser) and _____ (hereinafter called the Vendor) this is to certify that at the request of the Vendor, we _____ (Name of the Bank), are holding in trust in favour of Purchaser, the amount of Rupees _____ (write the sum herein words) to indemnify and keep indemnified against any loss or damage that may be caused to or suffered by the Purchaser by whatsoever reason. We agree that the decision of the Purchaser, whether any breach of any of the terms and conditions of the said contract and/ or in the performance thereof has been committed by the Vendor and the amount of loss or damage that has been caused or suffered by the Purchaser shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Purchaser.

We _____ (Name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said contract by the Vendor i.e. till _____ (viz. the date up to 66 months after the date of award of the tender to the Vendor by the Purchaser) hereinafter called the said date and that if any claim accrues or arises against us _____ (Name of the Bank) by virtue of this guarantee before the said date, the same shall be enforceable against us

_____ (Name of the Bank), notwithstanding the fact that the same is enforced within six months' after the said date, provided that notice of any such claim has been given to us _____ (Name of the Bank), by the Purchaser before the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the Purchaser.

It is fully understood that this guarantee is effective from the date of the said contract and that we _____ (Name of the Bank), undertake not to revoke this guarantee during its currency without the consent in writing of the Purchaser.

We undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Vendor in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present bond being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Vendor shall have no claim against us for making such payment.

We _____ (Name of the Bank), further agree that the Purchaser shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Vendor from time to time or to postpone for any time from time to time any of the power exercisable by the Purchaser against the said Vendor and to forebear or enforce any of the terms and conditions relating to the said contract and we, _____ (Name of the Bank), shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Vendor or for any forbearance by the Purchaser to the said Vendor or for any forbearance and/ or omission on the part of the Purchaser or any other matter or thing what-so-ever, which under the law relating to sureties, would, but for this provision have the effect of so releasing us from liability under this guarantee.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Vendor.

Office Seal

(Authorized Signatory)

Place:

Name:

Date:

Designation:

Mobile No:

Business Address:

Annexure E: INTERGRITY PACT
(on Bidder's letter head)

INTEGRITY PACT

B e t w e e n

THE AGRICULTURE INSURANCE COMPANY OF INDIA LIMITED (AICL) hereinafter referred to as “**The Principal**” and _____ hereinafter referred to as “**The Bidder / Contractor**”

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for providing outsourced manpower services.

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

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM) who will monitor the bid process and the execution of the contract for compliance with the Principal mentioned above.

Section 1 – Commitments of the Principal

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

Section 2 – Commitments of the Bidder(s) / Contractor(s)

1. The Bidder(s) / Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Bid process and during the contract execution.
 - a. The Bidder(s) / Contractor(s) will not directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed

agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

- c. The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC / PC Act, further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competitive or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents / representatives in India, if any. Similarly, the Bidder(s) / Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
 - e. Further details as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments will be made in Indian Rupees Only.
 - f. The Bidder(s) / Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - g. 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.
2. The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to the offences.

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

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

Section 4 – Compensation for Damages

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

Section 5 – Previous transgression

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

Section 6 – Equal treatment of all Bidders / Contractors / Subcontractors

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

Section 7 – Criminal Charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)

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

Section 8 – Independent External Monitor

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

against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

9. The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

The Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by CMD of AICIL.

Section 10 – Other provisions

1. This agreement is subject to Indian Law; Place of performance and jurisdiction is the Registered Office of the Principal i.e. New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.
6. In the event of any contradiction between the Integrity Pact and its Annexure, the clause in the Integrity Pact will prevail.

For & On behalf of the Principal)

(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place: _____

Date : _____

Witness 1:

(Name & Address)

Witness 2 :

(Name & Address)