



Tender for engaging Consultant for Implementation of Enterprise Risk Management framework

Agriculture Insurance Company of India Ltd. (AIC)

Head Office,

Plate B&C, Fifth Floor,

Block 1, East Kidwai Nagar

New Delhi -110023

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1. General Details

Tender Number	ERM/2021/25.10.2021
Mode of Bid Submission	Offline
Tender Type	Open
Type of Contract	Service
Bidding Type	Indigenous
Base Currency	INR (₹)
Consortium	Not Allowed
Document Download Start Date	29.10.2021 The document can be downloaded from AIC's website https://www.aicofindia.com/ and CPPP portal https://eprocure.gov.in/eprocure/app .
Last date and time for submitting queries on email	05.11.2021, 1700 Hrs. hoactuarialgroup@aicofindia.com
Pre-Bidding Meeting for Clarification of queries	Pre-bid meeting over VC to be declared with 24 Hrs. notice, if required. (VC invitation would be sent to the perspective bidders who have sent queries and requested for VC)
Clarifications/ Amendments if any	Displayed on AIC's website https://www.aicofindia.com/
Last Date and Time for Bid Submission	19.11.2021 by 1500 Hrs.
Date and Time for Eligibility Bid Opening	19.11.2021 1600 Hrs.
Declaration of Shortlisted Bidder's for Commercial Bid Opening	24.11.2021 by 1600 Hrs. on AIC's website
Date and Time for Opening of Commercial Bids	25.11.2021 by 1500 Hrs.
Declaration of Selected Bidder (L1)	26.11.2021 by 1600 Hrs. on AIC's website
Bid Validity Period (in Days)	90 days from the date of tender submission
Tender Processing Fee (Non-refundable)	₹5000 only through Online- NEFT/RTGS/IMPS
EMD Amount	Bid Security Declaration to be provided in lieu of EMD
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
Contact details of AIC & Address for Communication and Bids to be submitted to	Deputy Manager, Risk Management, Agriculture Insurance Company of India Ltd. (AIC), Plate B&C, Fifth Floor, Block 1, East Kidwai Nagar, New Delhi -110023.

We, Agriculture Insurance Company of India Limited (AIC) are a Crop Insurance provider to the Indian farming community, formed under the aegis of the Government of India and promoted by 6 Public Sector Financial Institutions. The Company is under the administrative control of Ministry of Finance, Govt. of India and also under the operational supervision of Ministry of Agriculture and Farmer Welfare, Govt. of India.

2. Objective

AIC invites sealed quotations for consultants for Implementation of Enterprise Risk Management (ERM) Framework for the Company

The Tender document can be downloaded from AIC's website <https://www.aicofindia.com/> and CPPP portal <https://eprocure.gov.in/eprocure/app>.

3. Scope of Work

The Scope of Work shall include the following:

- Implementation of ERM framework in accordance with the COSO/COBIT Framework.
- Risk Assessment to be documented for each of the process for "As-is-Process"
- All Risk arising from Financial Risk, Operational Risk, Strategic Risk, Hazardous risk etc. to be covered.
- Improvements in the process to be adopted shall be recommended based on risk assessment carried out
- Preparation of Comprehensive Risk Register for the Company
- Training shall be provided for one employee under each function/department (i.e. Risk Champion) to periodically assess and document the risk and updating of the Risk Register of the Company on timely basis.

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

4. Bidding Process

The bids in response to this Tender must be submitted in TWO separate covers

1. Technical Bid – The Bidder has to meet the eligibility criteria as per this document and submit the required documents
2. Financial Bid - The Bidder has to submit the Financial quote as per annexure 5.

4.1. Technical Bid Evaluation

All bids shall be evaluated by a Committee set up for this purpose by AIC as per the criteria set out in this document. Any Proposal not meeting even a single Eligibility criteria or eligibility not supported by relevant documents shall be summarily rejected and not considered for further evaluation.

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

4.2. Commercial Bid Evaluation

The Agencies shortlisted from Technical Bid will be eligible for Commercial Bid Evaluation.

The commercial bid shall contain the quoted rates in the prescribed format. If there is a discrepancy in commercial bid between words and figures, the amount in words shall prevail. The bidder whose commercial bid is lowest i.e., L1, will be accepted and the work will be awarded.

5. Bid Submission

Interested Agencies may submit their Bids as per the terms of this Tender document within the given timeline.

Both the technical and financial bid shall be in a separate bigger sealed envelope superscribed as **“Tender for engaging Consultant for Implementation of Enterprise Risk Management framework”**., containing two covers **“Technical Bid – Enterprise Risk Management framework”** and **“Financial Bid – Enterprise Risk Management framework”**

5.1. The “Technical Bid – Enterprise Risk Management framework” along with all their enclosures and all pages duly signed by the Authorized Signatory shall be addressed to “Deputy Manager, Risk Management, Agriculture Insurance Company of India Ltd. (AIC), Plate B & C, 5th Floor, Office Block 1, East Kidwai Nagar, New Delhi 110023” in a sealed envelope along with tender processing fee and Bid Security Declaration. In case the tender processing fee is paid by NEFT/RTGS/IMPS, details of transaction to be mentioned on the letter head as per Annexure-2:

1. Cover Letter (Annexure-1)
2. Confirmation of Eligibility and Proof to be submitted (Annexure-2)
3. Pre-Tender Integrity Pact (Annexure-3)

AIC SHALL NOT BE LIABLE for Proposals lost in transit or submitted late and late bid will not be considered. Any Proposal submitted without any of the above shall be rejected summarily.

Bids are liable to be disqualified if, at any stage of evaluation, it is found that the Agency’s declaration with regard to any of the set Eligibility Criteria as indicated and the other data, if any, given in response to this Bid is incorrect.

5.2. The “Financial Bid – Enterprise Risk Management framework” shall be duly signed and sealed in a **SEPARATE ENVELOPE** and addressed to “Deputy Manager, Risk Management, Agriculture Insurance Company of India Ltd. (AIC), Plate B & C, 5th Floor, Office Block 1, East Kidwai Nagar, New Delhi 110023. The financial quote would be opened for such bids who are meeting the eligibility technical criteria as per the evaluation by the technical committee.

Both the Envelopes shall be reached to AIC before the last date of submission of tender as mentioned above.

6. Opening of Bids

Bids received within the prescribed closing date and time will be opened in presence of bidders’ representatives who choose to attend the opening of the bids on the specified date and time as

mentioned in the Tender document. The bidder's representatives present shall sign a register of attendance and minutes and they should be authorized by their respective companies to do so. A copy of the authorization letter should be brought for AIC to verify.

After ascertaining the payment of tender fee and EMD, the eligibility Bid will be opened as per the schedule given in the Tender document.

7. Tender Processing Fees

The Bidder shall furnish, as part of his Bid a tender processing fee of INR 5000/- (Rupees Five Thousand Only) in the form of electronic payment i.e. NEFT/RTGS/IMPS on or before the last date and time fixed for bid submission in the AIC Bank details as given in the "General details". A bid not accompanied by Tender processing Fees shall be rejected being non-responsive at the bid opening stage.

8. Earnest Money Deposit

Bidders shall have to furnish, as part of bid, Bid Security Declaration as per Annexure-4. A bid not accompanied by Bid Security Declaration shall be rejected being non-responsive at the bid opening stage.

The bid security may be invoked:

- a. If a bidder intentionally withdraws his bid during the period of bid validity specified above.
- b. In the case of a successful bidder, if the bidder withdraws or amends the tender or impairs or derogates from the tender.

9. Eligibility Criteria

S. No.	Eligibility Criteria	Document to be submitted as proof
1	The Bidder should be a Government Organization/PSU/Public/LLP/ Partnership/Private limited Company or subsidiary/ registered CA/ICWA or Law Firm thereof, based in India.	Copy of the Certificate of Incorporation / Certificate of Commencement of Business/ Partnership deed / MOA / AOA
2	The Bidder Firm must have empaneled themselves with IRDAI/RBI/C&AG/IBA for providing assurance and consulting engagements.	Empanelment letter issued from the authority
3	The Bidder firm should have experience of at least 10 years in Risk Management Practice.	Details of project executed on bidder's letter head
4	The bidder should have experience in carrying out assurance/consulting engagements for public and private sector Life Insurance / General Insurance company in India in the last 10 years.	Details of project executed on bidder's letter head
5	The bidder should have strong experience in working in Enterprise Risk Management and must have implemented Risk Management Framework in a Public Sector Unit/Private Organization in the last 1	Details of project executed on bidder's letter head

	year	
6	The Bidder should have at least 5 full-time Professionally Qualified Staff from Accounting (CA/ICWA/equivalent), Information Technology, Forensic background, and at least 1 DISA/CISA, additionally partnership firms should have at least 10 partners as on 31.03.2021. All must have been on the payroll of the bidder for a period not less than one year as on 30.09.2021.	Details of partners/employees on bidder's letter head
7	The Bidder, its Partners and Employees should not have been banned/declared ineligible for corrupt and fraudulent practices by the Govt. of India/State govt's/any regulatory authorities and should not have any disciplinary proceedings pending against the applicant firm, its partners or its employees with ICAI or other regulatory authorities.	Self-declaration on bidder's letter head
8	The Bidder must have been subjected to Quality review by the Quality Review Board and should possess a valid peer review certificate as of 30-Sep-2021	Self-declaration on bidder's letter head
9	The firm should have an annual average turnover, in last 3 years i.e. 2018-19, 2019-20 & 2020-21, of at least Rs. 10 crores.	CA certificate providing the turnover.
10	The Bidder should have fully functional Office in at least 05 states in India headed by Independent Partners.	List of offices on bidder's letter head

Note: The relevant supporting/declaration/explanation shall be provided for the eligibility criteria mentioned therein, failing which the bid is liable to be rejected.

10. Duration of Activity:

Expected timeline for completing this activity (in weeks) shall be proposed. However, it may be noted that the maximum time limit for completing all the tasks mentioned in the scope of work is 26 weeks. As such the expected timeline for completing the activities cannot be more than 26 weeks.

11. Clarification of Bids

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

AIC will not be sending individual communications to the bidders. Hence, the Bidders are advised to regularly visit our website <https://www.aicofindia.com/> for updates.

12. Signing of Contract

The successful bidder shall execute the documents as required by AIC.

All the terms and conditions of this tender document shall apply for carrying out the work as mentioned in the scope of work.

If for some reason, the successful bidder fails to execute the Contract within a specified timeline, AIC reserves the right to award the work to L2 bidder and so on, at the quoted rates.

13. Performance Bank Guarantee

Successful bidder shall be required to furnish performance bank guarantee for 3% of the Contract Value through Bank Guarantee as per attached format. The PBG shall be valid up to 12 months from the date of work order.

In the event the successful bidder fails to submit the PBG within 15 working days from the date of work order, the allotment shall be deemed to have been cancelled/withdrawn and the bidder will be suspended from participating in any tender process of AIC for a period of three years. Thereupon all rights, privileges, claims and entitlements of the successful Bidder under or arising out of this tender shall be deemed to have been waived by, and to have ceased with the concurrence of the successful Bidder.

The PBG shall be invoked in the event the successful bidder fails to comply with the terms and conditions of Tender document and/or of the award letter including the failure of the bidder to comply with the timelines of execution of the work order as specified in scope of work. It is clarified that initially the liquidated damages/penalty shall be deducted from the bills payable/due to the successful bidder. However, if no bills are pending, then AIC shall forfeit the PBG submitted under this head.

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.

14. Payment Terms and Conditions

Invoicing can be done based on following milestone as per schedule below:

- On Completion and sharing of Risk assessment – 20% of the Bid value
- On submission of finalized risk register – 60% of the Bid value
- On completing the required training for Risk champions for all functional department – 20% of the Bid value

Penalty for Delay:

In case of delayed execution of the project beyond stipulated timeline, liquidated damage for execution of contract shall be levied @ 1% per month on the bid value.

Any outstation travel, as per requirement of AIC, shall be reimbursable as per Company norms.

15. Disclaimer

The Tender document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services.

16. Influencing the Evaluation of Proposals & allotment

No applicant shall attempt to influence AIC on any matter related to the proposal for allotment. Any attempt to influence AIC in the evaluation of proposals and allotment of Agencies shall result in summary rejection of the proposal(s) of such Agency(ies).

17. General Terms and Conditions

- a) Agency shall complete the work in time bound manner as specified in the Scope of work / prevailing Operational Guidelines of PMFBY.
- b) This tender document is neither an offer letter nor a legal contract, but an invitation for quotation. No contractual obligation on behalf of the AIC whatsoever shall arise from this tender process unless and until a formal Work Order is issued by duly authorized officer of AIC.
- c) AIC will have the right to blacklist the successful Bidder for a period of three years, if their performance is not as per the requirement mentioned in the tender.
- d) At all times during implementation, selected bidder needs to adhere to AIC's required compliances vis-à-vis security, confidentiality, integrity and availability and also any guidelines any regulatory/ government agency on the same.
- e) Time is the essence of the tender and as such all works shall be completed strictly in accordance with the timelines mentioned in this tender. Any conditional bid or counteroffer shall be liable for rejection.
- f) The terms and conditions of the tender and the subsequently issued work order/award shall have binding effect on the successful bidder.
- g) If the successful bidder fails to maintain the required progress as per the work order or extended time thereof, AIC reserves to cancel the work/purchase order. by giving 15 days' notice to this effect, with or without assigning reasons thereof. However, the successful bidder will be paid proportionately for the tasks satisfactorily completed.
- h) No seating space will be provided on the site.

18. Indemnification:

The Successful bidder shall indemnify and keep indemnified the AIC from and against any and all claims, direct losses, injuries, liabilities, reasonable costs and expenses, direct damages, actions or proceedings which may be made or taken against the AIC by any person arising out of any breach, action or inaction of the Successful bidder under this tender, including patent, trademark, copyright, trade secret or industrial design rights, arising from the performance of the awarded work.

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

19. Intellectual Property Rights (IPR):

The bidders shall not infringe the IPR of the company or any third party. Any liability arising out of infringement of IPR shall be sole responsibility of the Bidder. All information, documents and data coming in the possession of the bidder during the execution of the work shall at all times remain the property of the company. The bidder shall not make or allow any of his employee or agents etc. to make an unauthorized copy, use, access, or other utilization of this material commercially or otherwise, directly, or indirectly except as agreed to by the company. The bidder shall also ensure complete confidentiality of the information and data provided to it while carrying out the job.

20. Resolution of Disputes:

In case of a dispute or difference between the AIC and the empanelled agencies relating to any matter arising out of or connected with the tender/award of work which are not settled amicably, such dispute or difference shall be referred to a sole arbitrator to be appointed mutually by AIC and Successful bidder. The award of the arbitrator shall be final and binding on the parties of this tender. The arbitration shall be carried out in accordance with the Arbitration and Conciliation Act, 1996. The venue of such arbitration shall be in Delhi and the language used will be English. Each party shall bear their own cost in this regard.

21. Jurisdiction

The tender and work order to be issued 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).

22. Integrity Pact:

The Bidders that desire to bid against this Tender, shall compulsorily sign a Pre-Tender Integrity Pact as per Annexure-3.

23. Termination

- A. By AIC: AIC may terminate this Assignment in case of the occurrence of any of the following events:
 - 1. 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/work order provided the Bidder fails to remedy such breach within Fifteen (15) days of receipt of notice.
 - 2. If the Bidder becomes insolvent or goes into liquidation or receivership whether compulsory or voluntary,
 - 3. If, as a result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than thirty (30) days.
 - 4. If AIC, at its sole discretion, decides to terminate this awarded work without assigning any reason whatsoever by giving 30 days' notice.

- B. By the Bidder: The Bidder may terminate this assignment, by not less than thirty (30) days' written notice to AIC, in case of the occurrence of any of the following events:
 - 1. If AIC fails to pay any money due to the Bidder pursuant to this awarded work and not subject to dispute within thirty (30) after receiving written notice from the Bidder that such payment is overdue.
 - 2. 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.
 - 3. If AIC is in material breach of its obligations pursuant to this awarded work and has not remedied the same within thirty (30) days.

- C. Cessation of Rights and Obligations: Upon termination of this awarded work pursuant to this para, all rights and obligations of the Parties hereunder shall cease, except
 - 1. Such rights and obligations as may have accrued on the date of termination or expiration,
 - 2. The obligation of confidentiality and / or NDA to be executed,
 - 3. The Bidder's obligation to permit inspection, copying and auditing of their accounts and records set forth in this tender
 - 4. Any right which a Party may have under the Law
 - 5. Indemnification clause.

25. Payment upon Termination:

Upon termination of this Assignment, AIC shall make the payments for Services satisfactorily performed prior to the effective date of termination along with reimbursable expenditures actually and reasonably incurred prior to the effective date of termination.

26. Delay in Bidder's Performance

The bidder must strictly adhere to the implementation schedule, as specified in the tender/work order, and any delay in completion of the obligations by the bidder will enable AIC to resort to any or all of the following:

- a. Claiming Liquidated Damages/penalty
- b. Termination of the purchase agreement fully or partly and claim liquidated damages.
- c. Forfeiting of Earnest Money Deposit/ invoking Performance Bank Guarantee

27. Force Majeure

If the performance of any party to the tender is prevented, restricted, delayed or interfered by reason of fire, explosion, cyclone, flood, war, revolution, blockage or embargo, any law, order, proclamation, ordinance, demand or requirements of any Government or authority, strikes, shutdowns or labour disputes which are not instigated for the purpose of avoiding obligations herein, or any other circumstances beyond the control of the party affected, then notwithstanding anything here before contained, the party affected shall be excused from its performance to the extent such performance relates to such events provided that the party so affected uses its best efforts to remove such cause of non-performance and when removed the party shall continue performance with utmost diligence. In the event of delay due to Force Majeure for more than 30 days, the tender may be terminated at the discretion of the AIC. Termination under such circumstances will be without any liability on either side. However, the dues for completed work shall be paid by AIC. The Party affected by an event of Force Majeure shall continue to perform its obligations under the Assignment as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

28. 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. 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.

29. Confidentiality

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

30. Conflict of Interest

The bidder shall disclose to AIC in writing all actual and potential conflicts of interest that exist, arise or may arise (either for the bidder or the bidder's team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

31. Miscellaneous Terms and Conditions and Provisions

- a. 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.
- b. Any failure or delay on the part of any Party to exercise right or power under these Terms and Conditions shall not operate as waiver thereof.
- c. The Bidder shall notify AIC of any material change in their status, in particular, where such change would impact on performance of obligations under this Assignment.
- d. Limitation of Liability: Unless otherwise stated in this Assignment, 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.
- e. Subject to the above and unless otherwise stated in this Assignment, the maximum aggregate liability of the Bidder shall be, regardless of the form of claim, shall be the total value of awarded work.
- f. Notwithstanding anything mentioned in this Tender document, the following shall be excluded from purview of limitation of liability.
 - i. Breach of Confidentiality
 - ii. Breach of Intellectual Property
 - iii. Breach of gross negligence, and
 - iv. Breach of wilful misconduct
 - v. Breach of indemnity clause including any third-party liability

Annexure-1: Cover Letter

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

Date:

Dear Sir,

Sub: Tender No: ERM/2021/25.10.2021 for engaging Consultant for Implementation of “Enterprise Risk Management framework”

Having examined the Tender documents including all annexure the receipt of which is hereby duly acknowledged, we, the undersigned, offer our engagement as Consultant for Implementation of “Enterprise Risk Management framework” to AIC as mentioned in Tender document in conformity with the said Tender documents in accordance with the Commercial bid and made part of this Tender document.

We understand that the Tender document provides generic specifications about all the items and it has not been prepared by keeping in view any specific bidder. We have ensured ourselves about the eligibility criteria before submitting the tender.

We have read, understood and accepted the terms/ conditions/ rules mentioned in the Tender document. 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”.

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

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.

This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us. We undertake to comply all the terms and conditions of the tender.

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

Place:

Date:

Seal and signature of the bidder

Annexure-2: Confirmation of Eligibility Criteria and Proof to be submitted

1. Bidder Information:

a) Name of the Company:

b) Registered Address:.....
.....

c) Office Address:

.....

.....

2. Contact Person:

a) Name:

b) Designation:

c) Mobile number:

d) Landline number

Only those Bidders who fulfill the following criteria are eligible to respond to the Tender document. Offers received from the bidders who do not fulfil all or any of the following eligibility criteria are liable to be rejected.

1. The Tender Processing Fee of INR 5000 in the form of electronic payment i.e., NEFT/RTGS/IMPS - UTR No..... Date Bank
2. Bid Security Declaration as per Annexure-4.

NOTE: THE BIDDERS ARE REQUIRED TO PROVIDE THE DOCUMENTS IN SUPPORT TO PROOF THE ELIGIBILITY AS MENTIONED HEREINABOVE FOR ELIGIBILITY CRITERIA, FAILING WHICH THE BID SHALL BE LIABLE TO BE REJECTED ON ACCOUNT OF INELIGIBILITY.

Please enclose the following with this proforma:

1. Brief profile of the firm and the experience of the partner involved for this assignment
2. Brief note on approach that would be considered for the engagement.
3. Model/template of Risk assessment documentation
4. Model/template of Risk Register
5. Self-attested Copy of the Certificate of Incorporation / Certificate of Commencement of Business/ Partnership deed / MOA / AOA
6. Empanelment letter issued from the authority
7. Details of project executed on bidder's letter head and documents in support of having relevant experience in "Risk Management Practice for 10 years" Details of project executed on bidder's letter head
8. Details of project executed on bidder's letter head as supporting document for "10 years experience in carrying out assurance/consulting engagements for public and private sector life insurance/ general insurance company in India"
9. Details of project executed on bidder's letter head for having implemented Risk

Management Framework in a public sector unit/Private organization in the last one year

10. Details of full-time Professionally Qualified Staff from Accounting (CA/ICWA/equivalent), Information Technology, Forensic background and DISA/CISA employees. Along with details of at least 10 partners for partnership firms.
11. Self-declaration on bidder's letter head confirming that its partners and employees are not banned/declared ineligible for corrupt and fraudulent practices by the Govt. of India/State govt's/any regulatory authorities and should not have any disciplinary proceedings pending against the applicant firm, its partners or its employees with ICAI or other regulatory authorities.
12. Self-declaration on bidder's letter head for having completed Quality review by the Quality Review Board and should possess a valid peer review certificate as of 30-Sep-2021
13. Certificate of Average Annual Turnover of at least 10 crores from a qualified and practicing Chartered Accountant for the financial years viz. 2018-19, 2019-20 and 2020-21.
14. List of at least 5 fully functional offices in India on bidder's letter head.
15. Any other documents mentioned in the Tender Document

Date: _____

Signature of authorized person with seal

Place: _____

Name of Authorized* Signatory

.....

Note: * Authorization letter should be attached

The decision of the AIC shall be final and binding in this regard. Deviations will be grounds for disqualification.

Annexure 3: Integrity 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 engaging Consultant for Implementation of "Enterprise Risk Management framework".

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

1. Sh. V. Venkatachalam, (IAS Retd.) No. 92, Ram Nagar, North Extn., 6th Main Road, Vijaya Nagar, Velachery, Chennai - 600 042. Email- vvenkat1952@yahoo.co.in	2. Ms. Arundhaty Ghosh, IPOs (Retd.) CG 151, 1st floor, Sector II, Salt Lake Kolkata- 700 091. Email - arundhatyg@gmail.com
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Section 1 – Commitments of the Principal

- 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.

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, AICIL 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)
(Office Seal)

(For & On behalf of Bidder/Contractor)
(Office Seal)

Place: _____

Date : _____

Witness 1:
(Name & Address)

Witness 2 :
(Name & Address)

Annexure-4: Bid Security Declaration in lieu of EMD

To,

Date:

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

Dear Sir,

Sub: BID SECURITY DECLARATION in respect of Tender No: ERM/2021/25.10.2021 for engaging Consultant for Implementation of "Enterprise Risk Management framework"

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

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

In the event of any breach of this undertaking, we understand and acknowledge that we shall be blacklisted for a period of 03 years from the date of breach from any future assignments with AIC.

Date: _____

Signature of authorized person with seal

Place: _____

Name of Authorized* Signatory

Annexure-5: Financial Bid for “Enterprise Risk Management framework”

To,
Deputy Manager
Risk Management Department,
Agriculture Insurance Company of India Ltd. (AIC)
Plate B&C, Fifth Floor,
Block 1, East Kidwai Nagar
New Delhi -110023
Dear Sir,

Date:

Sub: Tender No: ERM/2021/25.10.2021 for engaging Consultant for Implementation of “Enterprise Risk Management framework”

With reference to proposal regarding implementation for engaging Consultant for Implementation of “Enterprise Risk Management framework”, we submit herewith the commercial proposal for the same.

S. No.	Particulars	Amount in Rs.
1	Consolidated Fees for Implementation of Enterprises Risk Management framework as per the scope of work.	
	Total Amount (in Figure)	
	Total Amount (in Words)	

The quoted amount is fixed towards execution of the work. GST only shall be charged additionally as per prevailing rates.

Date: _____

Signature of authorized person with seal

Place: _____

Name of Authorized* Signatory

Note: * Authorization letter should be attached # It is mandatory to quote for all the Location of Required PFC as listed by AIC.