

Government of India
Ministry of Agriculture & Farmers Welfare
Department of Agriculture & Farmers Welfare

Mahalanobis National Crop Forecast Centre
Near Krishi Vistar Sadan Pusa Campus, New Delhi-110012

Invitation for

Expression of Interest (EoI)

for

Empanelment of agencies for carrying yield estimation at Insurance Unit level
under “Yield Estimation System based on Technology (YES-TECH)” of
Pradhan Mantri Fasal Bima Yojana”

File No. 6/7(2)/PMFBY-YES-TECH/2023-MNCFC (125902)

(Visit us at <https://www.ncfc.gov.in>; <http://agricoop.nic.in>)

(MARCH 2024)

NOTICE INVITING EOI

**Government of India
Ministry of Agriculture & Farmers Welfare
Department of Agriculture & Farmers Welfare
MAHALANOBIS NATIONAL CROP FORECAST CENTRE
Near Krishi Vistar Sadan, Pusa Campus, New Delhi-110012**

NOTICE INVITING EOI (For publishing in the Website)

File No. File No. 6/7(2)/PMFBY-YES-TECH/2023-MNCFC (125902)

Office of issue	Mahalanobis National Crop Forecast Centre (MNCFC), DA&FW, Nr. Krishi Vistar Sadan, Pusa Campus, NewDelhi-110012
EOI Notice Available at Website	https://www.ncfc.gov.in ; http://agricoop.nic.in
Date of Issue/Publishing	19th March 2024
Last date for submission of queries/clarifications	22nd March 2024
EOI submission last date and time	28th March 2024, 23:59 Hrs
Date of Presentation	First Week of April 2024
Place of Presentation of EOI	Committee Room, MNCFC, Nr. Krishi Vistar Sadan, Pusa Campus, New Delhi-110012.

On behalf of President of India, Expression of Interest is invited from experienced agencies for Empanelment of agencies for carrying yield estimation at Insurance Unit level under “Yield Estimation System based on Technology (YES-TECH)” initiative of Pradhan Mantri Fasal Bima Yojana.

EOI Invitation document can be downloaded from MNCFC website www.ncfc.gov.in, DAC&FW website <https://agricoop.nic.in>.

The EOI can be uploaded online on www.ncfc.gov.in and copies can be sent through mail to ncfc@gov.in

**Sd/-
Director, MNCFC
011-25843224**

SECTION-I

GENERAL ASPECTS OF EOI INVITATION

1. NATURE OF EOI

This EOI is for obtaining services of established capable agencies for Empanelment towards carrying yield estimation at Insurance Unit level under “Yield Estimation System based on Technology (YES-TECH)” of Pradhan Mantri Fasal Bima Yojana”. Presently, services are required by PMFBY implementing states to generate the technology-based yield estimates at Insurance Unit level as per the YESTECH manual.

2. BACKGROUND

Pradhan Mantri Fasal Bima Yojana (PMFBY), is a yield-guarantee scheme over an insured area. Hence, the data on crop yield estimates over Insurance Units for the current and past years are crucial for crop loss assessment and indemnity payout. Current system of crop yield estimation using the yield measurements of Crop Cutting Experiments (CCEs) is often reported to be prone to different errors. Therefore, DA&FW initiated pilot studies on technology-based crop yield estimation for paddy and wheat, in the recent years. The results of these pilot studies have been evaluated and the Expert Committee has recommended for upscaling these methods.

Accordingly, DA&FW has initiated nation-wide rollout of Yield Estimation System based on Technology (YES-TECH), from Kharif 2023, towards enabling large scale adoption of technology-based yield estimates for yield loss and insurance claim assessments under PMFBY. The purpose of YES-TECH is to blend the technology-based yield estimates with manual yield estimates and reduce the dependence on manual system gradually. It is recommended that the modelled yield should be given at least 30% in the blending approach. YES-TECH Manual 2023, as amended from time to time, prepared by the committee constituted by DA&FW, Government of India shall act as guide for all the stakeholders in YESTECH implementation.

With this background, Mahalanobis National Crop Forecast Centre (MNCFC), Department of Agriculture & Farmers Welfare, Ministry of Agriculture & Farmers Welfare, Government of India invites Expression of Interest (**EOI**) from companies/firms/agencies or any other juristic entity (**Applicants**) wishing to be considered for short listing for participating in bidding process for **empanelment of agencies as a Technology Implementation Partner (TIP) for carrying yield estimation at Insurance Unit level under “Yield Estimation System based on Technology (YES-TECH)” of Pradhan Mantri Fasal Bima Yojana**. Government of India planning to implement the proposed initiatives in all PMFBY implementing States/UTs from Kharif 2023 onwards.

The objective of this Request for EOI is to register/empanel eligible applicants who are interested in providing the proposed solution and have suitable capacity, capability and experience. Mere submission of EOI by the interested agencies shall not confer any right of empanelment to the agencies.

3. Bidding Process:

- I. Interested applicants may submit their Proposals as per the terms of this EOI document before the last date and time for submission of the EOI.
- II. Any proposal submitted without supporting documents or incomplete documents or is not in the format as prescribed in this EOI or submitted after the due date of submission shall be rejected summarily.
- III. All proposals shall be marked as **Expression of Interest - Empanelment of agencies for carrying yield estimation at Insurance Unit level under “Yield Estimation System based on Technology (YES-TECH)” initiatives of Pradhan Mantri Fasal Bima Yojana.**
- IV. The applicants shall submit an undertaking for Land border sharing as per the prescribed format. Any proposal not accompanied with the Land Border sharing certificate shall be rejected summarily. (refer OM No.F.7/10/2021-PPD dated 23.02.2023)
- V. The complete proposals shall be submitted online at ncfc@gov.in and through hard copy submitted at

**Chairman of the YES-TECH committee,
YES-TECH Secretariat
Mahalanobis National Crop Forecast Centre
Ministry of Agriculture & Farmers’ Welfare
Department of Agriculture & Farmers’ Welfare
Near Krishi Vistar Sadan, Pusa Campus,
New Delhi-110012**
- VI. The last date for submission of EOI is 28th March 2024, 23:59 Hrs. In case the designated day happens to be a holiday; the next working day will be deemed as the last date for submission of EOI.
- VII. All pages of the EOI should be duly signed by the authorized person(s) of the agencies. Any interlineations erases or overwriting shall be valid only if the person(s) signing the EOI authenticates them. The EOI should bear the rubber stamp of the applicant on each page except.
- VIII. Each applicant submitting the proposals in response to this EOI acknowledges to have read, understood and accepts the selection & evaluation process mentioned in this EOI document. The applicant/bidder ceases to have any option to object against any of these processes at any stage subsequent to submission of its responses to this EOI.
- IX. Contact detail of the authorized signatory and an authorized contact person on behalf of the applicant is to be provided as under: -

Particulars	Authorized Signatory for Signing the EOI	Authorized Contact Person
Name		
Designation		
Email ID		
Landline No		
Mobile No		
FAX No		
Address		

4. Scope of work

Roles and responsibilities of Technology Implementation Partners (TIPs) shall be as defined in section 3.5 of YES-TECH Manual 2023 as amended from time to time, for more detail section 5 (5.1-5.5) and section 6 (6.1-6.5) of YES-TECH Manual may be referred.

5. Eligible Applicants

All applicants who fulfil the eligibility criteria as set out in **this EOI are eligible to apply for empanelment**. The applicants should furnish all information required in their EOI proposal correctly along with all the required documents and proof of payment of EMD.

6. Empanelment of Technical Implementation Partners (TIP)

6.1 Eligibility Criteria for Empanelment as TIP

This EOI is for sole bidder, consortium will not be considered.

S. No.	Eligibility Criteria	Documentary proof required
1.	This work is open to all technical Agencies, which include government, private, international, and autonomous organizations. However, International Agencies should have technical unit in India with adequate capacity to work in field level.	Certificate of establishment/Registration
2.	The agencies must be having proper human resources i.e., Lead Experts, Remote Sensing Experts, GIS Experts, Statistics Experts, Agriculture Experts, Data Science & Modelers, and Software Developers on their pay rolls, minimum of 10 experts, for which documentary proof needs to be submitted. They must have adequate ground staff/ resources to capture the	CV of manpower resources, PF/Salary slip. Number of ground staff available, with their qualification and experience/undertaking on letter head of agency.

	ground level observations Ground truth, Crop Photographs, and Crop Cutting Experiments, crop loss surveys etc., within the stipulated time periods. Any false information may lead to immediate de-empanelment forfeiting of the remaining dues if any.	
3.	The Agency should have experience in implementing the technology-based yield estimation for at least 2 crops (covering at least 1 state), across the country .	Documentary proof- Report submitted to Government / Private/PSUs. Research paper published in peer review journal
4.	Agency should have experience in yield estimation at sub district level or smaller using Remote Sensing and other datasets	Documentary proof- Report submitted to Government / Private/PSUs. Research paper published in peer review journal
5.	Agency should have adequate experience in using modern tools like Artificial Intelligence, Machine Learning, Deep learning, Crop simulation Modelling, Decision Support Systems, moderate to high-resolution data from satellites & UAVs, etc. and their approach has been tested/used by the State/insurance companies/central government agencies/PSUs etc.	Documentary proof- Report submitted to Government / Private/PSUs. Research paper published in peer review journal
6.	The Agency must not have been blacklisted/debarred by any Government or its bodies, nor should they have been debarred from dealing with any public entity.	Undertaking on letter head
7.	The Agency must be registered with all Government/statutory authorities such as the Sales Tax Department, Income Tax Department, etc. as required in the normal course of business for providing similar services.	Registration certificates
8.	Agency should have the experience to carry out the crop mapping, crop health monitoring, crop yield estimation and crop risk assessment using geospatial data for the crops notified in the scheme by the states like Paddy, Wheat, Cotton, Soybean and Mustard etc. in at least 15 districts	

	cumulatively, distributed across different agro-climatic zones in the previous five years.	
9	They must have in-house remote sensing and data processing capability (well-equipped lab).	Number of Licences tools/software, Number of Workstations/systems for analytics/ Advance lab
10.	The agency must have the in-house capability of Crop Yield Estimation using Technology as specified in YES-TECH manual.	Documentary proof- Report submitted to Government / Private/PSUs. Research paper published in peer review journal
11.	The agency shall have a minimum annual turnover of 3 Crores in at least three of preceding five financial years, specifically related to digital agri activities including crop mapping, crop health monitoring, crop yield estimation.	Audited balance sheet.

6.2 Technical Criteria for Empanelment as TIP

The agencies who have qualified the eligibility criteria will only be considered for technical evaluation. The minimum qualifying mark will be 60 out of a maximum of 100 (hundred marks) as a benchmark for the quality of the technical proposal. If none of the applicant obtains the minimum marks, then the same may be suitably modified by the Bid Evaluation Committee. The various criteria based on which the technical proposal will be evaluated are given in below Table.

Table: Marking Criteria for Technical Evaluation

S. No.	Parameters	Explanation/Details	Documents Required
1	Experience of the Company in similar work (as defined in YES-TECH manual) (Max. 30 marks) <i>(Documentary proofs to be submitted)</i>	Experience can be in the form of a) crop yield estimation using at least one of the models suggested under YES-Tech, (10 marks) b) crop loss assessment, using satellite/ UAV data, (10 marks) and c) use of Advanced Data Analytics (AI/ML) (10 marks) covering at least 10 districts.	Work order, Completion certificate/Ongoing status report

S. No.	Parameters	Explanation/Details	Documents Required
		Marks shall be distributed based on the stratified information given by the agencies on aforesaid desirable technical parameters.	
2	<p>The capabilities to handle innovative technologies (Max. 20 Marks) <i>(Detailed methodology should be given showing the specific technology to be used)</i> Scientific documentary proof needs to be submitted.</p>	<ul style="list-style-type: none"> • Use of moderate resolution (10m to 30 meter or better) optical satellite data: 2 Marks • Use of SAR data: 2 Marks • Smart Sampling for CCEs, using satellite and other data: 2 Marks • Use of Statistical Models: 2 Marks • Crop mapping with satellite data: 2 Marks • Use of CHF models: 2 Mark • Use of Crop Simulation Models (with RS inputs): 2 Mark • Use of Semi Physical Models: 2 Mark • Use of Semi AI& ML: 2 Mark • Use of Ensembled Models: 2 Mark 	<p>Documentary proof- Report submitted to Government / Private/PSUs.</p> <p>Research paper published in peer review journal</p>
3	<p>Technical facility available with the Agency to handle the analysis for at least 100 districts in a season (Max. 15 Marks) <i>(Complete details with specifications and documentary proof may be provided)</i></p>	<ul style="list-style-type: none"> • Computer Lab facilities (in-house): capable of handling moderate to high resolution satellite images maximum 3 marks. • Software (02) for Image Processing &GIS for satellite & UAV data processing: maximum 2 marks • Storage Facilities (NAS/SAN/Cloud): maximum 2 Marks • Portal/Dashboard development capabilities: 2 Marks • AI/ML Software Tools: 2 Marks 	<p>Documentary proof- Report submitted to Government / Private/PSUs.</p> <p>Research paper published in peer review journal</p>

S. No.	Parameters	Explanation/Details	Documents Required
		<ul style="list-style-type: none"> • Crop Modelling Tools: 2 Marks • Mobile App for Field Data Collection, with pictures & geo coordinates: 2 Marks 	
4	Qualification of Technical personnel available with the Agency (Max.15 marks)	3 marks each for theme experts in RS&GIS/Agriculture/Data Analytics/IT/Statistics/Mathematics (having experience in relevant field for more than 3 years) <ul style="list-style-type: none"> • Geospatial technology in Agriculture: Max. Marks 03 • Data Science Expert: Max Marks 03 • IT Expert: Max Marks 03 • Agriculture Expert: Max 03 marks • GIS Developer: Max 03 Marks 	<i>Details to be given with name, designation, qualification and mobile number. Proof of working on role of agency</i>
5	Technical presentation (Max.15 Marks)	Review of agencies technical and scientific achievements Execution Plan for implementation of	
6	Scientific achievements (Max marks 05)	<ul style="list-style-type: none"> • Patents in Agri-tech related activities: Max 2 marks • Peer reviewed Scientific papers/ technical reports submitted to Government: 1 mark each (max. 03 marks) 	
	Total = 100		

The Agencies who are qualifying as per the technical evaluation criteria will be considered technically competent and would be considered for the empanelment.

6.3 Documents to be Submitted by the Agencies

The agencies shall submit the following documents along with their proposal for empanelment as TIP:

- a) An Undertaking on the agency's letterhead The format of the undertaking is provided in Annexure I
- b) All the documents as mentioned in this EOI in support of the eligibility and technical criteria.
 - I. A brief profile of agency mentioning address of its registered head office, address of local offices, contact no. (Mobile, landline, fax and email id), names of important persons who may be contacted etc.
 - II. Certificate of Incorporation/ Registration of Agency/ Memorandum and Articles of Association/ Partnership Deed/ Proprietorship Deed/ Declaration of Proprietorship etc. as the case may be.
 - III. Copy of PAN/TAN numbers.
 - IV. Copy of Income Tax Return for last three Financial Years.
 - V. Audited accounts (Balance Sheet and Profit and Loss Account etc.) for the last three years FY 20-21 & 21-22 & 22-23.
 - VI. Copy of GST/VAT Registration Certificate.
 - VII. Certificate by the agency to the effect that the agency is not blacklisted by any Govt. Organization/ DGS&D/ NCCF / PSU.
 - VIII. The Agency should provide certificates and work orders of the past experience of similar activities. Copies of experience certificates/order for award of contract for related services with other Ministries/Departments/PSUs.
 - IX. Earnest Money Deposit of Rs.1,00,000/- -
 - X. Power of attorney/authority letter/board resolution
- c) Any other document required as per this EOI document.

Documents listed above must be properly scanned such that they are clearly readable/ legible as the poorly scanned documents may render the EoI unresponsive at technical stage. The documents should be arranged, exactly, in the above order and page numbered, with an index, in the beginning, providing the page number of each document.

7. EMD/Bid Security

- I. An Agency is required to deposit, along with its Bid, an interest free Bid Security

/ EMD of Rs. 1,00, 000 refundable within 30 days after the empanelment of successful agencies as TIP.

- II. The Agency who are registered on Tender submission date with National Small Industries Corporation, New Delhi, shall be eligible for exemption from EMD. Micro and small Enterprises (MSE) specified by Ministry of Micro, Small & Medium Enterprises (MSME) are exempted from deposit of Earnest Money Deposit (EMD), who produce goods or provide their own services.
- III. The Agency will have an option to provide Bid Security / EMD in the form of NEFT/RTGS/IMPS or demand draft or insurance surety bond or bank guarantee from any Nationalized Bank / Any Schedule commercial Bank in India drawn in favor of the "Pay & Accounts Officer (Extension), Shastri Bhawan, New Delhi", and in such event, the validity period of the demand draft or bank guarantee, as the case may be, shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the agency from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security / EMD.

8. Performance Security The empanelled agencies shall submit an interest free Performance Security at the time of submitting the financial bids invited by the State/UT implementing the YES-TECH. The amount of performance security and the mode and manner of submission shall be as per the prevailing rules of the State/UT inviting financial bid for the implementation of the YES-TECH. In case of breach of the terms and conditions of the work order/financial bid/TOR/EOI, the performance security shall be forfeited.

9. Clarifications on EOI Raising of queries/clarifications on EOI document: The applicants requiring any clarification on this document should submit their written queries on or before 22nd March 2024, ncfc@gov.in, sunil.dubey86@gov.in, vijay.sami@nic.in.

- I. **Pre bid meeting** – MNCFC may hold a pre-bid meeting at the specified date and time taking up queries and clarifications. An advance intimation of 2 days shall be sent by the applicants informing the names of the authorised representatives who would attend the pre-bid meeting.
- II. **Modification in EOI document:** At any time prior to the deadline for submission of EOIs, MNCFC may modify any part of this document. Such change(s) if any may be in the form of an addendum/corrigendum and will be uploaded in MNCFC's website- <https://www.ncfc.gov.in> and DA&FW website <http://agricoop.nic.in> . All such change(s) will automatically become part of this Request for EOI and binding on all applicants. Interested applicants are advised to regularly refer the URLs provided above.
- III. **Extension of date of submission of EOIs:** Request for extension of date for submission of EOIs will not be entertained. However, the MNCFC at its discretion may extend the deadline in order to allow prospective applicants a reasonable time to take the amendment/changes, if any into account or for any other reason whatsoever.

- IV. Any modification, extension, corrigendum shall be notified on the website <http://www.ncfc.gov.in/> and agricoop.nic.in and no individual intimation shall be given to any bidder.

10. Process after submission of EOIs:

- I. All EOIs received by the designated date and time will be examined by the Bid Evaluation Committee, to determine if they meet criteria/terms and conditions mentioned in this document including its subsequent amendment(s), if any and whether EOIs are complete in all respects.
- II. On scrutiny, the EOIs NOT found in desired format /illegible/ incomplete/not containing clear information, in view of MNCFC, to permit thorough analysis or failing to fulfil the relevant requirement will be rejected for further evaluation process.
- III. MNCFC reserves the right, at any time, to waive any of the requirements of this Request for EOI document if it is deemed in the interest of MNCFC.
- IV. If deemed necessary, MNCFC may seek clarifications on any aspect of EOI from the applicant. If a written response is requested, it must be provided within 03 days beyond the response received, if any will not be considered. However, that would not entitle the applicant to change or cause any change in the substances of their EOI document already submitted. MNCFC may also make enquiries to establish the past performance of the applicants in respect of similar work. All information submitted in the application or obtained subsequently will be treated as confidential.
- V. After examining the EOI, the bidders who qualify the eligibility criteria shall be called to make presentation of the solution and demonstrate the capability to undertake the assignment at the time and date as mentioned in this EOI.
- VI. The shortlisted candidates will be evaluated for technical criteria and the agencies who are declared as technically qualified shall be empanelled as TIP for providing services for implementation of the YES-TECH. MNCFC's judgment in this regard will be final.
- VII. Respective implementing States/UTs may issue a Terms of Reference (TOR) to empanelled agencies for inviting financial bids as per the prevailing financial rules of the respective State/UT for award of work for implementation of YES-TECH. The State/UT shall select the successful agency for award of work on the basis of the Least Cost System.

11. Terms & Conditions

- I. Submission of an EOI is evidence of an applicant's consent to comply with the terms and condition of Request for EOI process and subsequent bidding process. If an applicant fails to comply with any of the terms, its EOI may be summarily rejected.
- II. Wilful misrepresentation of any fact in the EOI will lead to the disqualification of the applicant without prejudice to other actions that the MNCFC may take including blacklisting of the agency for a period of three years. The EOI and the accompanying documents will become property of MNCFC. The applicants shall be deemed to license, and grant all rights to MNCFC, to reproduce the whole or any portion of their product/solution for the purpose of evaluation, to disclose the contents of submission

to other applicants and to disclose and/ or use the contents of submission as the basis for EOI process.

- III. MNCFC reserves the right to accept or reject any or all EOIs received without assigning any reason thereof whatsoever and the MNCFC's decision in this regard will be final. No contractual obligation whatsoever shall arise from the EOI process unless a formal work order is issued.
- IV. Any effort on the part of applicant to influence evaluation process may result in rejection of the application of the applicant.
- V. MNCFC is not responsible for non-receipt of EOIs within the specified date and time due to any reason including postal delays or holidays in between.
- VI. MNCFC reserves the right to verify the validity of information provided in the EOIs and to reject any bid where the contents appear to be incorrect, inaccurate or inappropriate at any time during the process of EOI or even after award of contract.
- VII. Applicants shall be deemed to have:
 - a. examined the Request for EOI document and its subsequent changes, if any for the purpose of responding to it.
 - b. examined all circumstances and contingencies, having an effect on their EOI application and which is obtainable by the making of reasonable enquiries.
 - c. satisfied themselves as to the correctness and sufficiency of their EOI applications and if any discrepancy, error or omission is noticed in the EOI, the applicant shall notify the MNCFC in writing on or before the last date to submit the queries.
- VIII. The Applicants shall bear all costs associated with submission of EOI, presentation/POC desired by the MNCFC. MNCFC will not be responsible or liable for any cost thereof, regardless of the conduct or outcome of the process.
- IX. Applicants must advise the MNCFC immediately in writing of any material change to the information contained in the EOI application, including any substantial change in their ownership or their financial or technical capacity. Copies of relevant documents must be submitted with their advices. For successful applicants, this requirement applies until a contract is awarded as a result of subsequent bidding process.
- X. Shortlisted applicants/empanelled agencies must not advertise or publish the same in any form without the prior written consent of MNCFC.
- XI. Brief overview of the proposed procurement/scope of work given in this document may be further elaborated, viz., more details may be included in the Terms of Reference document to be issued as a result of evaluation process of EOIs.
- XII. MNCFC shall have the right to cancel the EOI process itself at any time, without thereby incurring any liabilities to the affected Applicants. Reasons for cancellation, as determined by MNCFC in its sole discretion include but are not limited to, the following:
 - a. Services contemplated are no longer required.
 - b. Scope of work not adequately or clearly defined due to unforeseen circumstance and/or factors and/or new developments.
 - c. The project is not in the best interest of MNCFC.
 - d. Any other reason.

In such an event the EMD of the applicants shall be returned.

- XIII. In the event of failure of the TIP to render the Services or in the event of termination of agreement or expiry of term or otherwise, without prejudice to any other right, the MNCFC at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the MNCFC shall give prior notice to the existing Service Provider. The existing TIP shall continue to provide services as per the terms of contract until a 'New TIP ' completely takes over the work. During the transition phase, the existing TIP shall render all reasonable assistance to the new TIP within such period prescribed by the MNCFC, at no extra cost to the MNCFC, for ensuring smooth switch over and continuity of services. If existing vendor is breach of this obligation, they shall be liable for paying a penalty, which shall be decided after completion of bidding process, on demand to the MNCFC, which may be settled from the payment of invoices for the contracted period.
- XIV. The award of work along with the Terms of Reference, this EOI shall and all subsequent amendments/corrigendum shall form a conclusive binding contract with the agency.
- XV. The successful agency shall be empanelled for a duration of 3 years which may be extended for a further period of 3 years upon mutually agreed terms and conditions in writing.
- XVI. Except with the prior written consent of MNCFC, the agency and the Personnel shall not at any time communicate to any person or entity any information acquired in the course of the empanelment/Services, nor shall the agency and its Personnel make public any information/ document shared in the course of, or as a result of, the empanelment. The empanelled agencies shall enter into a Non-Disclosure agreement with the GOI as per the prescribed format given in Annexure II.
- XVII. Any dispute with relation to the tender process shall be resolved as per the dispute resolution mechanism prescribed in the YES-TECH Manual.

12. CONDITIONAL BID

Any conditional bid or counter offer shall be liable for rejection. The agency shall accept the bid in entirety and in the event any terms is not accepted, or the bid is submitted with any conditions, such bid shall be liable for rejection.

13. TERMINATION

MNCFC shall, in addition to other remedial/coercive steps to be taken as provided in the conditions of EOI or under YES-TECH Manual, be entitled to cancel the empanelment on any Agency or entire panel if the empanelled Agency:

- a. Makes default in proceeding with the works with due diligence and continues to do so even after a notice in writing from MNCFC, then on the expiry of the period as specified in the notice.

- b. Commits default/breach in complying with any of the terms and conditions of the EOI and/or the issued work order and does not remedy it or fails to take effective steps for the remedy to the satisfaction of MNCFC.
- c. Become insolvent or has initiated the process of insolvency.

It is clarified that the approved bills up to the effective date of termination will be paid as per the EOI payment terms. The agency shall continue to be bind by the rights and obligations incurred for the services rendered prior to the termination of the contract.

15. DISCLAIMER:

MNCFC is not committed either contractually or in any other way to the applicants whose applications are accepted. The issue of this Request for EOI does not commit or otherwise oblige the MNCFC to proceed with any part or steps of the process.

Subject to any law to the contrary, and to the maximum extent permitted by law, MNCFC and its directors/officers/employees/contractors/agents and advisors disclaim all liabilities (including liability by reason of negligence) from any loss or damage, cost or expense incurred or arising by reasons of any person using the information and whether caused by reasons of any error, omission or misrepresentation in the information contained in this document or suffered by any person acting or refraining from acting because of any information contained in this Request for EOI document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, default, lack of care or misrepresentation on the part of MNCFC or any of its officers, employees, contractors, agents or advisors.

16. INDEMNIFICATION:

The empanelled Agency shall indemnify and keep indemnified MNCFC 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 MNCFC by any person arising out of any breach, action or inaction of the Empanelled Agency under this EOI.

The empanelled Agency is to also ensure the compliance of laws including labour laws as applicable and the empanelled Agency will indemnify MNCFC for any liability arising out of such violation / breach of any provision of laws.

17. LIMITATION OF LIABILITY

Unless otherwise stated in this EOI, neither Party shall, in any event, regardless of the form of claim, be liable for any indirect, special, punitive, exemplary, speculative or consequential damages.

- I. Subject to the above and unless otherwise stated in this EOI, the maximum aggregate liability of the empanelled Agency shall be, regardless of the form of claim, shall be the total contract value.

- II. Notwithstanding anything mentioned in this EOI document, the Breach of indemnity clause including any third-party liability due to loss of life and violation of Intellectual Property Rights (IPR) other laws for the time being in force shall be excluded from purview of limitation of liability.

18. GENERAL TERMS AND CONDITIONS

- III. In the case of dispute arising upon or in relation to or in connection with this EOI between MNCFC and the empanelled agency, which has not been settled amicably, any party in dispute can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to a sole arbitrator to be appointed mutually by the parties to the dispute. Arbitration proceedings shall be held in Bhopal, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English. The expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.
- IV. The empanelled agency shall comply with all applicable union, state and local laws, ordinances, regulations and codes in performing its obligations hereunder. If at any time during the term of the empanelment, agency is in violation of any law, ordinance, regulation, or code, MNCFC shall be entitled to de-panel the agency with immediate effect.
- V. The original information, the methodology adopted, original data, derived data including outcome of the EOI, the originals of any reports and documents or materials prepared or information produced as a result of the services under this EOI and all intellectual property rights therein, unless otherwise specifically stated, shall be and shall remain exclusive property of MNCFC. The bidders shall not unauthorizably copy, distribute, share, use etc any of the IPR data of the company during execution of the work.
- VI. No separate contract shall be signed. The terms of this EOI document along with empanelment letter and work order shall be scrupulously followed and will determine the rights and obligations of respective parties.
- VII. Except with the prior written consent of MNCFC, 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 any information/ document shared in the course of, or as a result of, the Services.

SECTION-II

TECHNICAL SEPCIFICATION

As per the YES-TECH Manual 2023 available at <https://www.ncfc.gov.in> , as amended from time to time.

Undertaking Letter for empanelment of an agency as Technical Implementation partner (TIP)

[On the letter head of the Agency]

Undertaking Letter

Date: <DD/MM/YYYY>

To,
The Director,
Mahalanobis National Crop Forecast Centre,
Sahyadri Ave, Near Krishi Vistar Sadan,
Pusa, Pusa, New Delhi - 110012

Dear Sir,

Sub: Undertaking for Empanelment as Technical Implementation Partner (TIP) under YES-TECH

Having examined the Expression of Interest (EOI) documents including all annexure the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the services as mentioned in EOI document in conformity with the said EOI document and the YES-TECH Manual 2023, as amended from time to time. We understand that the EOI document provides generic specifications about all the items, and it has not been prepared by keeping in view any specific agency. We have ensured ourselves about the eligibility criteria before submitting the tender.

- A. We have read, understood and accepted the terms/ conditions/ rules mentioned in the EOI document and the YES-TECH Manual 2023.
- B. We undertake that in competing for and if the award is made to us, in executing the subject EOI, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
- C. We are not blacklisted currently by any Government or its bodies, nor debarred currently from dealing with any company or public entity.
- D. We undertake to carry out the Study and the work, if selected, as per YES-TECH Manual 2023, as amended from time to time.

We hereby certify that we have submitted the following documents (other than documents sought in the eligibility and the technical criteria) in the requested format along with this undertaking:

- I. Annexure A: Certificates of past experience in similar work.
- II. Annexure B: Detailed methodology for use of specific technology.

- III. Annexure C: Proof of technical facility available for handling at least 100 districts in a season.
 - IV. Annexure D: Details of qualifications of technical personnel available.
 - V. Annexure E: Proof of scientific achievements.
 - VI. Annexure F: Certificate of Incorporation/ Registration of Agency/ Memorandum and Articles of Association/Partnership Deed/ Proprietorship Deed/ Declaration of Proprietorship etc. as the case may be.
 - VII. Annexure G: Copy of Income Tax Return for the last three Financial Years.
 - VIII. Annexure H: Solvency Certificate
 - IX. Annexure I: Audited accounts (Balance Sheet and Profit and Loss Account etc.) for the last three years.
 - X. Annexure J: Copies of work contracts (of similar services) of minimum 3 Crores from Government/Autonomous bodies/PSU, Private entities for the last 3 years, including satisfactory performance certificate, if any.
 - XI. Annexure K: Acceptance Letter on Company's letterhead which should be filled, signed, and stamped/certified properly.
 - XII. Annexure L: Copy of PAN/TAN card.
 - XIII. Annexure N: Letter of Authority/Power of Attorney/Board Resolution/any other document indicating unequivocal authority to sign and submit the EOI.
- E. We certify that we have provided all the information requested by the YES-TECH Committee in the format requested for. We also understand that the YES-TECH Committee has the exclusive right to reject this proposal in case the YES-TECH Committee 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 the YES-TECH Committee reserves the right to reject the offer if anything is found incorrect.

Place:

Date: <DD/MM/YYYY>

Seal and signature of the Agency

NON-DISCLOSURE AGREEMENT (NDA)

THIS AGREEMENT is entered into on this ___Day of _____2024,

Between:

_____ (Hereinafter referred to as Receiving Party/ _____”) whose expression shall include its nominees, permitted assigns and legal representatives on the first part

AND

_____ (Hereinafter referred to as Disclosing Party/ _____”) whose expression shall include its nominees, permitted assigns and legal representatives on the second part

WHEREAS _____ (hereinafter referred to as “the Work”).

WHEREAS in connection with the Work, it may be necessary or desirable for Disclosing Party to disclose to Receiving Party confidential information relating to Work or the Disclosing Party has already disclosed such information as on the date of execution of this agreement as defined hereinafter (“the Confidential Information”). Now, it is desirable by the Disclosing Party that no use, disclosure or dissemination shall be made or has been made by the Receiving Party to any third party, of the Confidential Information other than in the circumstances specified and permitted herein below by the Disclosing Party. Hence this agreement.

NOW THE AGREEMENT WITNESSETH AS FOLLOWS

Definition of Confidential Information.

- (a) For purposes of this Agreement, “**Confidential Information**” refers to any data, document, information etc. of whatsoever nature, supplied by the Disclosing Party,

whether proprietary or non-proprietary to the Disclosing Party and not generally known to the public, whether in tangible or intangible form, in whatever medium provided, whether unmodified or modified by Receiving Party whenever and however disclosed, including, but not limited to: (i) any marketing strategies, plans, financial information, projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of the Disclosing Party, its affiliates, subsidiaries and affiliated companies; (ii) plans for products or services, and customer or supplier lists; (iii) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method; (iv) any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets; and (v) any information generated by the Receiving Party that contains, reflects, or is derived from any of the foregoing. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information. The Receiving Party acknowledges that the Confidential Information may be proprietary or non-proprietary (including information submitted under any NDA with any other entity to whom such information is proprietary) to the Disclosing Party, has been developed and obtained through great efforts by the Disclosing Party and that Disclosing Party regards all of its Confidential Information as trade secrets.

- (b) Notwithstanding anything in the foregoing to the contrary, Confidential Information shall not include information which: i) was lawfully possessed except under any NDA, as evidenced by the Receiving Party's records, by the Receiving Party prior to receiving the Confidential Information from the Disclosing Party; (ii) becomes rightfully known by the Receiving Party from a third-party source not under an obligation to the Disclosing Party to maintain confidentiality; (iii) is generally known by the public through no fault of or failure to act by the Receiving Party inconsistent with its obligations under this Agreement; (iv) is required to be disclosed in a judicial or administrative proceeding, or is otherwise requested or required to be disclosed by law or regulation; and (v) is or has been independently developed by the Receiving Party without violation of the terms of this Agreement, as evidenced by the Receiving Party's records, and without reference or access to any Confidential Information.

Disclosure of Confidential Information.

From time to time, the Disclosing Party may disclose Confidential Information to the Receiving Party. The Receiving Party will: (a) keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (b) not disclose any Confidential Information received by it to any third parties (except as otherwise provided for herein).

Use of Confidential Information.

The Receiving Party agrees to use the Confidential Information solely and exclusively in connection with the scope of Work mentioned in the EOI document and not for any purpose other than as authorized, with the prior written consent of an authorized representative of the Disclosing Party. No other right or license, whether expressed or implied, in the Confidential Information is granted to the Receiving Party hereunder. Title and all rights including Intellectual Property Rights to the Confidential Information shall be and vest solely in the Disclosing Party. The Confidential Information by the Receiving Party shall be solely used for the purpose of said Work and not for any other purposes whatsoever and any modifications and improvements thereof by the Receiving Party shall be the sole property of the Disclosing Party.

Compelled Disclosure of Confidential Information.

Notwithstanding anything in the foregoing to the contrary, the Receiving Party may disclose Confidential Information pursuant to any governmental, judicial, or administrative order, subpoena, provided that the Receiving Party promptly notifies, to the extent practicable, the Disclosing Party in writing of such demand for disclosure so that the Disclosing Party, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information; provided that the Receiving Party will disclose only that portion of the requested Confidential Information that, in the written opinion of its legal counsel, it is required to disclose under this Para. The Receiving Party agrees that it shall not oppose and shall cooperate with efforts by, to the extent practicable, the Disclosing Party with respect to any such request for a protective order or other relief. Notwithstanding the foregoing, if the Disclosing Party is unable to obtain or does not seek a protective order and the Receiving Party is legally requested or required to disclose such Confidential Information, disclosure of such Confidential Information may be made without liability.

Remedies.

The Receiving Party acknowledges that the Confidential Information to be disclosed hereunder is of a unique, sensitive and valuable character and includes all trade secrets, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information and also impact the business of the Disclosing Party. The damages to Disclosing Party that would result from the unauthorized dissemination of the Confidential Information would be impossible to calculate. Therefore, the Receiving Party hereby agrees that the Disclosing Party shall be entitled to injunctive relief preventing the dissemination of any Confidential Information in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or in equity. The Disclosing Party shall be entitled to recover its costs and fees, including reasonable attorneys' fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the Disclosing Party shall be entitled to recover its reasonable attorney's fees and expenses. As such, the Receiving Party hereby undertakes to indemnify and hold harmless the Disclosing Party from and against any loss or damage suffered, including all costs, expenses, attorney's fees, loss of income, incurred to the Disclosing Party due to breach or noncompliance of the terms and conditions of this agreement

Return of Confidential Information.

The Receiving Party shall immediately return and redeliver at its own cost, to the Disclosing Party all tangible material embodying any Confidential Information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving therefrom, and all other documents or materials ("**Notes**") (and all copies of any of the foregoing, including "copies" that have been converted to computerized media in the form of image, data, word processing, or other types of files either manually or by image capture) based on or including any Confidential Information, in whatever form of storage or retrieval immediately but not later than 7 days, upon: (i) the completion or termination of the dealings between the parties contemplated hereunder; (ii) the termination of this Agreement; or (iii) at such time as the Disclosing Party may so request; provided however that the Receiving Party may retain such of its documents as is necessary to enable it to comply with its reasonable document retention policies. Alternatively, the Receiving Party, with the written consent of the Disclosing Party may (or in the case of Notes, at the Receiving Party's option) immediately destroy any of the foregoing embodying Confidential Information (or the reasonably nonrecoverable data erasure of computerized data) and, upon request, certify in

writing such destruction by an authorized officer of the Receiving Party supervising the destruction).

Notice of Breach.

The Receiving Party shall notify the Disclosing Party immediately upon discovery of, or suspicion of, (1) any unauthorized use or disclosure of Confidential Information by the Receiving Party; or (2) any actions by the Receiving Party inconsistent with their respective obligations under this Agreement, and the Receiving Party shall cooperate with any and all efforts of the Disclosing Party to help the Disclosing Party regain possession of Confidential Information and prevent its further unauthorized use, disclosure or dissemination.

Miscellaneous

This Agreement between parties supersedes any prior written or oral agreements relating hereto and can only be amended or modified by subsequent agreement in writing signed by both the Parties.

The construction and performance of this Agreement shall be governed by the laws of India. Both Parties accept the exclusive jurisdiction of the New Delhi courts.

IN WITNESS HEREOF, this Agreement has been executed by the Parties hereto, as of the date first hereinabove stated:

For _____	
Name: _____	Name: _____
Title: _____	Title: _____

Date: _____

Date: _____

Format for Bid Security

Reference No.: _____

Date: _____

Bank Guarantee No: _____

To: _____

Against contract vide advance acceptance of the(Tender Name)_ for empanelment of _____ of agencies for carrying yield estimation at Insurance Unit level under “Yield Estimation System based on Technology (YES-TECH)” initiatives of Pradhan Mantri Fasal Bima Yojana (hereinafter _____ called the said ‘contract’) entered into between Government of India (hereinafter called the Purchaser) and _____ (hereinafter called the Vendor) this is to certify that at the request of the Vendor, we _____ (Name of the Bank), are holding in trust in favour of the Purchaser, the amount of Rupees _____ (Write the sum herein words) to indemnify and keep indemnified the Purchaser against any loss or damage that may be caused to or suffered by the Purchaser by reason of any breach by the Vendor of any of the terms and conditions of the said contract and/ or in the performance thereof. We agree that the decision of the Purchaser, whether any breach of any of the terms and conditions of the said 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 fulfilment in all respects of the said contract by the Vendor i.e. till (viz. the date up to 12 months after the date of signing of the contract between the Vendor and 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, if 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.

The Guarantee shall not be affected by any change in the constitution or winding up of the Vendor or the Bank or any absorption, merger or amalgamation of the Vendor or the Bank with any other person. To give full effect to this Guarantee, the MNCFC shall be entitled to treat the Bank as the principal debtor. The MNCFC shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the contract or to extend time for performance of the contract or any part of the contract or to postpone for any time and from time to time any of the powers exercisable by it against the said Vendor and either to enforce or forbear from enforcing any of the terms and conditions contained in the said contract or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the MNCFC of the liberty with reference to the matters aforesaid or by reason of time being given to the said Vendor or any other forbearance, act or omission on the part of the MNCFC or any indulgence by the MNCFC to the said Vendor or by any change in the constitution of the MNCFC or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim. It shall not be necessary for the MNCFC to proceed against the said Vendor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the MNCFC may have obtained from the said Vendor or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the MNCFC in writing. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf

of the Bank. This guarantee shall also be operatable at our..... Branch at New Delhi, from whom, confirmation regarding the issue of this guarantee or extension / renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment thereunder

claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

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: