

Amendment for RFP for Engagement of Consultant for Information and Cyber Security Guidelines

RFP Number: InfoTech Dept./2017/ICSCons/11.07.2017

Date: 02.08.2017

2<sup>nd</sup> AMENDMENT  
REQUEST FOR PROPOSAL (RFP)  
FOR ENGAGEMENT OF CONSULTANT FOR INFORMATION  
AND CYBER SECURITY GUIDELINES



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## 1. SECTION 1: - AMENDMENT FOR RFP

In reference to the Request for RFP, Reference No. - InfoTech Dept./2017/ICSCons/11.07.2017, the following Amendment. Please treat this Amendment provided herewith as an integral part of the RFP document issued.

### 1.1 Modification in Section 5 – Scope of Work

The existing clause

“THE OVERALL RESPONSIBILITY IS TO ENSURE AIC’S COMPLAINT OF ALL REGULATIONS RELATING TO GUIDELINE ON INFORMATION AND CYBER SECURITY ISSUED BY IRDAI.”

Has been changed to

“THE OVERALL RESPONSIBILITY IS TO ENSURE AIC’S COMPLAINT OF ALL REGULATIONS RELATING TO GUIDELINE ON INFORMATION AND CYBER SECURITY ISSUED BY IRDAI.

The Selected Bidder is expected to carry out its assignment with due diligence and in accordance with prevailing standards of the profession.

The Selected Bidder shall be accountable and responsible for the services required to be performed and it shall not be an excuse that the employee/personnel or key person of the selected bidder committed mistakes or left the bidder during the continuance of the project as per this RFP or for any other reason whatsoever.”

### 1.2 Modification in Section 6 – Conflict of Interest

The entire Clause has been changed to “

AIC requires that the Consultant provide professional, objective, and impartial advice, and at all times hold the Company’s interests paramount, strictly avoid conflicts with other assignment(s)/job(s) or their own corporate interests and act without any expectation/consideration for award of any future assignment(s) from the Company.

Without limitation on the generality of the foregoing, the consultants and any of their affiliates shall be considered to have a conflict of interest (and shall not be engaged under any of the circumstances) as set for below:

- i. Conflicting assignment/job: The consultant (including its personnel/employees) or any of its affiliates shall not undertake any job/assignment which may be in conflict with the present assignment as Information and Cyber Security Consultant.
- ii. A bidder that has been engaged by AIC to provide goods, works, or non-consulting services for a project, or any affiliate that directly or indirectly controls, is controlled by, or is under common control with that bidder, shall not be eligible to participate in this RFP.
- iii. Conflicting relationships: The consultant (including its personnel/employees) having a business or family relationship with the AIC’s staff who is directly or indirectly involved in any part

of (i) the preparation of the terms of reference of the assignment/job, (ii) the selection process for such assignment/job or (iii) supervision of the contract, may not be awarded contract pursuant to this RFP,

The Applicant has an obligation to disclose any situation of actual or potential conflict that impacts its capacity to serve the best interests of the Company or that may reasonably be perceived as having this effect. If the Applicant fails to disclose such conflicts of interest and if AIC comes to know of such a situation at any time, then AIC reserves the right to disqualify the Applicant during the bidding process or to terminate its contract during the tenure of assignment.”

### **1.3 Modification in Section 15.1 – Two Stage Bidding Process**

The Existing clause

“AIC will select the lowest commercial bid through reverse auction. Reverse Auction shall be carried out only in case AIC receives minimum of **two** bids against this RFP.”

Has been changed to

“AIC will select the lowest commercial bid through reverse auction. Reverse Auction shall be carried out only in case there are a minimum of **three** technically qualified bids against this RFP.”

### **1.4 Modification in Section 16.1 – Technical Evaluation Criteria**

The Existing clause

“In case there is only one bidder having technical score of 70 or more, AIC may, at its discretion, also consider the next highest technical scorer with minimum score of 60. In case, no Bidder is having technical score of 70 or more, AIC may, at its discretion, **qualify 2 top scoring** Bidders with minimum score of 60 in technical evaluation and compute the “Score” as per the evaluation criteria.”

Has been changed to

“In case there is only one bidder having technical score of 70 or more, AIC may, at its discretion, also consider the next highest technical scorer with minimum score of 60. In case, no Bidder is having technical score of 70 or more, AIC may, at its discretion, **qualify 3 top scoring** Bidders with minimum score of 60 in technical evaluation and compute the “Score” as per the evaluation criteria.”

### **1.5 Modification in Section 19 – Performance Guarantee by Successful Bidder**

The Existing clause has been changed to

“The selected Bidder shall submit a Performance Bank guarantee for an amount equivalent to 10% of the Purchase Order, valid for a period of 1 year 3 months, within 15 days from the date of acceptance which may be extended with mutual consultation, from any Scheduled Commercial Bank in India and acceptable to AIC towards performance of the contract. AIC shall be within its rights to invoke

the performance guarantee without any notice to the selected bidder, if the selected bidder has failed/fails to perform the assignments in accordance with the terms and conditions mentioned in the RFP as also the contract, or in the event of AIC terminating the contract due to non-performance and/or unsatisfactory performance of the selected bidder and/or the selected bidder failing to pay the Penalty /Liquidated Damages payable to AIC in accordance with the terms of the contract.”

### 1.6 Modification in Section 20 – Penalty Clause

The Existing clause “

Reason	1 <sup>st</sup> Instance	2 <sup>nd</sup> Instance	3 <sup>rd</sup> Instance
Non-Compliance or Delay in Compliance of IRDAI Regulations	2%	5%	10%

”

Has been changed to “

Reason	1 <sup>st</sup> Instance	2 <sup>nd</sup> Instance	3 <sup>rd</sup> Instance
Non-Compliance or Delay in Compliance of IRDAI Regulations	2%	5% (Less 2% deducted in the first instance)	10% (Less 5% deducted in the second instance)

”

### 1.7 Modification in Section 21 – Time Period for Completion of Assignment

The Existing clause “

Any extension of the completion date due to unforeseen delays shall be by mutual consent.

If the consultant fails to complete the assignment as per the time frame prescribed in the RFP, and the extensions if any allowed, it will be breach of contract. The AIC reserves its right to cancel the order in the event of delay and invoke the Bank Guarantee.

Consultant must provide professional, objective and impartial advice at all times and hold the companies’ interest paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.”

Has been changed to “

Any extension of the completion date due to unforeseen delays shall be by mutual consent and in writing.

If the consultant fails to complete the assignment as per the time frame prescribed in the RFP, and the extensions if any allowed, such failure shall amount to breach of contract. In addition to the penalty which AIC is entitled to imposed under Clause 20, AIC reserves its right to cancel the order in the event of delay and invoke the Bank Guarantee.”

### **1.8 Modification in Section 22 – Payment Terms**

Following clause has been added “AIC shall make the payments as aforesaid within 30 days from the date of acceptance of the ‘Activities’ by AIC.

The ‘Activities’ shall be accepted by AIC only after a detailed analysis and examination of the same by the Technical Team/IT Department. AIC shall not be liable to make the payments until the Technical Team/IT Department is satisfied that the ‘Activities’ have been performed/submitted by the in accordance with the ‘Scope of Work’ as defined in this RFP. After an analysis of the Activity submitted for acceptance by the Selected Bidder, AIC may require the selected bidder to review the same and make suitable amendments/modifications/corrections etc. as may be deemed necessary by AIC.”

### **1.9 Modification in Section 26 – Undertaking by Consultant**

The Existing clause has been changed to

“The consultant shall furnish the following undertaking as a part of the proposal:

"We certify that neither there is any conviction by a Court of Law for any offence under the laws in force in India or in any other country in which the we are operating our business nor any charge-sheet/indictment or any other similar document filed in any court of law charging us or any of our sister concerns or our CEO, directors/managers/partners with an offence and if the same happens during the processing of the bids or after the award of RFP in our favour, we will intimate AIC of the same".

”

### **1.10 Modification in Section 27 – Confidentiality**

The Existing clause has been changed to

“This document contains confidential and proprietary information of AIC and is not to be disclosed/ reproduced/ transmitted or made available by the recipient to any other person.

The consultant selected for the assignment shall treat as confidential all data and information, including information relating to internal business and accounts of AIC, obtained during the execution of the assignment, hold it in strict confidence and shall not reveal such data /information to any other party without the prior written approval of AIC. The contract/agreement executed pursuant to award of tender shall contain in detail the terms and conditions of Confidentiality/Non-Disclosure and the penalty to which the defaulting party shall be subjected to for breach thereof.”

### **1.11 Modification in Section 28 - Indemnity**

The Existing clause has been changed to

“The selected bidder shall be liable to indemnify AIC in the following circumstances:

- 1.11.1 The selected bidder agrees to indemnify and keep indemnified, defend and hold harmless, AIC and its officers, directors, employees and agents from and against any and all losses, liabilities, claims, obligations, costs, expenses including litigation cost and attorney’s fees, arising as a result of the consultancy provided by the selected bidder and also claims arising out of failure to comply with the IRDAI Guidelines on Cyber Security. Such claims shall include claims by third parties including Regulatory Bodies.
- 1.11.2 All losses caused to AIC as a result of breach by the selected bidder, of any of the terms and conditions, representations, warranties specified in the agreement/contract; infringement of Intellectual Property Rights (IPR) of AIC, acts or omissions of, negligence, or misconduct by the bidder; or its professionals, representatives, agents, security analysts, consultants and advisors;
- 1.11.3 For the purpose of the contract/agreement, the bidder shall include the bidder, its personnel, employees, consultants and/or other authorized persons.
- 1.11.4 In no event shall the bidder be liable for claims arising from or in connection with the sole negligence or misconduct of AIC.

The responsibility to indemnify set forth in this clause shall survive the termination of the contract/agreement for any reason with regard to any indemnity claims arising in relation to the performance hereof.”

### **1.12 Modification in Annexure B - Proposal Form**

The Existing clause

“We certify that there has been no conviction by a Court of Law or contemplated by court for misconduct, guilty or indictment/adverse order by a regulatory authority for an offence against us or any of our sister’s concern or our CEO, Directors/ Managers/ Employees and if it arises we will intimate AIC of the same.”

Has been changed to

“We certify that neither there is any conviction by a Court of Law for any offence under the laws in force in India or in any other country in which the we are operating our business nor any charge-sheet/indictment or any other similar document filed in any court of law charging us or any of our sister concerns or our CEO, directors/managers/partners with an offence and if the same happens during the processing of the bids or after the award of RFP in our favour, we will intimate AIC of the

same.”

### **1.13 Modification as per Clarification & Amendment dated 24.07.2017 in Section 1.6 Part 2 - Intellectual Property Right (IPR)**

The Existing clause has been changed to

“The Selected Bidder including its personnel/employees shall not unauthorizedly use in any manner, the intellectual property of AIC i.e., its registered trademark, copyrighted material (whether registered or not), patents, designs etc.

It is clarified that neither the selected bidder nor its personnel/employees are the agents of AIC and have, therefore, no authorization to use the intellectual property rights of AIC in any manner whatsoever.”

## **2. SECTION 2: - ADDITION IN RFP**

### **2.1 Key Persons**

The selected bidder shall provide to AIC a list of Key Persons along with their respective CVs mentioning their relevant experience. He said list along with the CVs shall be evaluated by AIC and only those employees shall work on the project who are approved by AIC.

### **2.2 Annexure H - Draft Contract (attached)**