

RFP Number: INFOTECH PROJECT SEWA 2016/CIS/06.07.2016

Date: 29.07.2016

CLARIFICATION/AMENDMENT
REQUEST FOR PROPOSAL (RFP)
FOR
CORE INSURANCE SOLUTION AND ASSOCIATED BUSINESS APPLICATIONS



Agriculture Insurance Company of India Ltd. (AIC)

Information Technology Department,

13th Floor, AMBA DEEP Building,

14, Kasturba Gandhi Marg,

New Delhi - 110 001.

Tel. no.: +91 11 46869800 Fax no.: +91 11 46869815

E-Mail: hoinfotechgroup@aicofindia.com Website: www.aicofindia.com

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Amendment for RFP for Core Insurance Solution and Associated Business Applications

In reference to the Request for Proposal for Core Insurance Solution and Associated Business Applications, reference no. InfoTech Project SEWA 2016/CIS/06.07.2016, the following Amendment & Clarifications are issued herewith.

Please treat this Amendment & Clarifications provided herewith as an integral part of the RFP document issued.

1. Modification in Volume 2 Section 4.2 Project Management Office

The Current Clause **“Bidder to have/set up a Project Management office in Delhi state (preferably near AIC Head office at KG Marg, New Delhi) with dedicated resources for AIC project. AIC will provide 10 seats in its AIC Head Office hence the bidder needs to adopt onsite-offsite model. Resources to be at AIC office on need basis. Based on requirement AIC or its designated personnel may visit PMO/ Bidder’s office. The connectivity charges from AIC to vendor's development will be provided by AIC”**

Has been modified to **“Bidder to have/set up a Project Management office in Delhi or Noida or Gurgaon (preferably near AIC Head office at KG Marg, New Delhi) with dedicated resources for AIC project. AIC will provide 10 seats in its AIC Head Office hence the bidder needs to adopt onsite-offsite model. Resources to be at AIC office on need basis. Based on requirement AIC or its designated personnel may visit PMO/ Bidder’s office. The connectivity charges from AIC to vendor's development will be provided by AIC”**

2. Modification in Volume 1 Section 2.20.2.2 Technical Evaluation process

Below is the modified table for Resource Planning, Project Governance & Project Team

#	Criteria	Minimum Positions	Criteria Details	Marks
1.	Resource Deployment Plan & Governance structure	N/A	<ul style="list-style-type: none"> Bidder would be evaluated for Resource Deployment Plan & Governance structure 	15
	Positions	Minimum Profiles required	Profile Requirement	Marks
2.	Project Manager	2	<ul style="list-style-type: none"> Minimum Education: MCA/ MBA/ PGDBM/ B. Tech /B.E. or equivalent Total Experience: At least 15 yrs. Project management experience of at least 5 years of handling such end to end projects in an Indian Insurance company Should have experience of managing at least one project in Government/PSU organization Should have been on the Bidder's payroll 	20
3.	Subject Matter Expert - Insurance	2	<ul style="list-style-type: none"> Individual with more than 5 years of Core Insurance system experience in General Insurance in India Individuals should have more than 10 years of experience Crop Insurance knowledge is preferred 	10
4.	Subject Matter Expert - Financial Management	2	<ul style="list-style-type: none"> Minimum Education: MBA/ PGDM/Chartered Accountant or equivalent Total Experience: At least 10 yrs. Experience of at least 8 years of handling such large projects 	10
5.	Solution Architect	2	<ul style="list-style-type: none"> Minimum Education: MCA/B. Tech / B.E. or equivalent 	10

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Agriculture Insurance Company of India Ltd. (AIC)

#	Criteria	Minimum Positions	Criteria Details	Marks
			<ul style="list-style-type: none"> Total Experience: At least 8 yrs. Solution Architecture experience of at least 3 years of handling such large projects 	
6.	Infrastructure Expert	2	<ul style="list-style-type: none"> Minimum Education: MCA/ B. Tech / B.E. or equivalent Total Experience: At least 5 yrs. Infrastructure experience of at least 3 years of handling such large projects 	5
7.	Database Expert	2	<ul style="list-style-type: none"> Minimum Education: MCA / B. Tech / BE / Certified DBA or equivalent Total Experience: At least 5 years Experience of atleast 2 years as a DBA for an IT project. Experience in database activities like instance tuning, schema management, space management, backup and recovery, disaster recovery, data replication, database refresh etc. 	5
8.	Application Lead – Core Insurance Solution	3	<ul style="list-style-type: none"> Minimum Education: MCA B. Tech / B.E or equivalent Total Experience: At least 8 yrs. Experience of at least 2 projects of implementation of Core Insurance Application in India 	10
9.	Application Lead – Portals	2	<ul style="list-style-type: none"> Minimum Education: MCA/ B. Tech / B.E or equivalent Total Experience: At least 8 yrs. Experience of at least 2 projects of implementation of Portals with user base of more than 10 lac 	10
10.	Application Lead – Business Intelligence	1	<ul style="list-style-type: none"> Minimum Education: MCA/ B. Tech / B.E or equivalent Total Experience: At least 8 yrs. Experience of at least 2 projects of implementation of Business Intelligence software 	5

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#	Criteria	Minimum Positions	Criteria Details	Marks
11.	Application Lead - Mobile Application	2	<ul style="list-style-type: none"> Minimum Education: MCA/ B. Tech / B.E or equivalent Total Experience: At least 8 yrs. Experience of at least 2 projects of implementation of Mobile application 	10
12.	Application Lead - Document Management Solution	1	<ul style="list-style-type: none"> Minimum Education: MCA/ B. Tech / B.E or equivalent Total Experience: At least 8 yrs. Experience of at least 2 projects of implementation of DMS with more than 10 lac documents annually 	5
13.	Business Analyst	4	<ul style="list-style-type: none"> Minimum Education: MCA/ MBA/ B. Tech/ B.E./ BCA or equivalent Total Experience: At least 5 years of work experience in insurance domain and should have experience in executing similar implementations. Should have expert knowledge in Requirements Analysis, business process workflow preparations, domain, use case creation, etc. Should have experience of atleast 2 projects in the field of IT project implementation in BFSI. 	10
14.	Information Security Expert	2	<ul style="list-style-type: none"> Minimum Education: MCA / BE / B.Tech or equivalent Total Experience: At least 10 years Experience of at least 7 years in information security 	5
15.	Software Developers	15	<ul style="list-style-type: none"> Minimum Education: MCA / BE / B.Tech or equivalent At least 1 year of experience in respective software/ framework." 	20
	Total			150

3. Modification in Volume 2 Section 2.3.3.3.12 other requirements

The current clause “

- a. The bidder is required to supply, implement and maintain the SIEM solution throughout the tenure of the contract. The proposed SIEM solution must be able to handle 10000 sustained EPS scalable upto 30000 Sustained EPS as appliance/software which may run on any customized Hardware on RHEL without requiring any ESX/ Virtualization environment as well. Collector/receiver must which may run on any available hardware appliance/ and solution must be capable of running correlation, advance correlation, real time correlation, historic correlation analytics like User behaviour analytics, application analytics on same single box. SIEM must be rated on sustained EPS and not on peak EPS so that it may handle any burst or spike without dropping logs. SIEM solution must be in Gartner’s leader’s quadrant for atleast 5 years including current year. “

Has been changed too “

- a. The bidder is required to supply, implement and maintain the SIEM solution throughout the tenure of the contract. The proposed SIEM solution must be able to handle 10000 sustained EPS scalable upto 30000 Sustained EPS as appliance/software which may run on any customized Hardware on RHEL without requiring any ESX/ Virtualization environment as well. Collector/receiver must which may run on any available hardware appliance/ and solution must be capable of running correlation, advance correlation, real time correlation, historic correlation analytics like User behavior analytics, application analytics as a part of solution.. SIEM must be rated on sustained EPS and not on peak EPS so that it may handle any burst or spike without dropping logs. SIEM solution must be in Gartner’s leader’s quadrant for atleast 5 years including current year”

4. Modification in Volume 2 Section 2.3.3.3.8 IT Business Continuity Management Automation

The existing clause

“The offered solution must cover all the requirements mentioned in the RFP.”

Has been changed to

“The offered solution must cover the requirements mentioned in this section”

5. Modification in Volume 2 Section 2.3.4.7 Application Management

The Deliverable “xiv. SIP & performance management “has been deleted.

6. Modification in Volume 2 Section 2.3.3.3.1 Backup Solution - Disk Based backup solution

The existing clause”

- i. The solution/appliance should be able to complete daily full backups within 3 hours & should have RAID 5 protection within.”

Has been revised to “

- i. The solution/appliance should be able to complete daily full backups within 3 hours & should have RAID 5 or 6 protection within”

7. Modification in Volume 2 Section 2.3.4.3 Software maintenance

The existing clause vi. point “

e. No customization and subsequent implementation charges will be payable by AIC for enhancements, modifications and upgrades. (check resources) “

Has been changed to “

e. No customization and subsequent implementation charges will be payable by AIC for enhancements, modifications and upgrades. “

8. Modification in Volume 2 Section 2.3.4.20 Helpdesk Management L2 support

The existing clause “

ii. Level Two (L2) Support

AIC expects the Bidder to provide for L2 support 24*7*365 for all activities and services that are part of the scope. The L2 support provided by the Bidder should be comprehensive and cover entire management and support of the Solution provided by the Bidder. The services specified herein are not exhaustive and only indicative.

- a. Provide continuous onsite support for the all applications being implemented, managed and being procured through the Bidder
- b. Performing and troubleshooting End of Day, End of Month, and End of Quarter and End of Year activity.
- c. Resolve the call within stipulated timeframe as defined in Service Level Agreement
- d. L2 support to be available 24*7*365 by the bidder through VPN. AIC shall provide the VPN access.”

Has been changed to “

ii. Level Two (L2) Support

AIC expects the Bidder to provide L2 support during business hours and rest on call support for all activities and services that are part of the scope. The L2 support provided by the Bidder should be comprehensive and cover entire management and support of the Solution provided by the Bidder. The services specified herein are not exhaustive and only indicative.

- a. Provide continuous onsite support for the all applications being implemented, managed and being procured through the Bidder
- b. Performing and troubleshooting End of Day, End of Month, and End of Quarter and End of Year activity.
- c. Resolve the call within stipulated timeframe as defined in Service Level Agreement
- d. L2 support will be during business hours by the bidder. If AIC envisages to employ L2 resources beyond business hours then that will be through VPN. AIC shall provide the VPN access.”

9. Modification in Volume 2 Section 2.3.4.20 Helpdesk Management L3 support

The existing clause

“iii. Level Three (L3) Support

Critical code level changes or hardware failure related issues. This support is required for all components that are expected to be provided by the Bidder as part of this RFP.

The Bidder has to provide the resolution / service as per the defined service levels. The Bidder has to make sure that the methodology proposed for addressing and resolving problems is aligned to the required and defined service levels.

The Bidder should staff the service desk with persons who are conversant with the solutions deployed and are capable of resolving routine problems and queries through the service desk application or over the phone. The staffing needs of the service desk will be decided by AIC based on the call /ticket volumes and patterns.

Brief description of the envisaged activities to be performed by SI at L3 is enumerated as under. The services specified herein are not exhaustive and are only indicative.

- a. Resolve the call within the stipulated timeframe as defined under the service level agreements
- b. Communicate the status of the call to AIC and accordingly update the status, resolution or workaround and date of resolution in the appropriate tool.
- c. Prepare a root cause analysis document for issues referred to L3 support and provide to AIC along with the resolution
- d. L3 support to be available by the bidder 24*7*365 Liaise with the L2 support personnel for the call information and resolution. “

has been changed to

“iii. Level three (L3) Support

Critical code level changes or hardware failure related issues. This support is required for all components that are expected to be provided by the Bidder as part of this RFP.

The Bidder has to provide the resolution / service as per the defined service levels. The Bidder has to make sure that the methodology proposed for addressing and resolving problems is aligned to the required and defined service levels.

The Bidder should staff the service desk with persons who are conversant with the solutions deployed and are capable of resolving routine problems and queries through the service desk application or over the phone. The staffing needs of the service desk will be decided by AIC based on the call /ticket volumes and patterns.

Brief description of the envisaged activities to be performed by SI at L3 is enumerated as under. The services specified herein are not exhaustive and are only indicative.

- a. Resolve the call within the stipulated timeframe as defined under the service level agreements
- b. Communicate the status of the call to AIC and accordingly update the status, resolution or workaround and date of resolution in the appropriate tool.

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- c. Prepare a root cause analysis document for issues referred to L3 support and provide to AIC along with the resolution
- d. L3 support will be during business hours by the bidder Liaise with the L2 support personnel for the call information and resolution. “

10. Modification in Volume 1 Section 2.3 Section wise format of response of RFP

S.no	Bid Contents
I	Minimum Eligibility Bid <ol style="list-style-type: none"> 1. General Information about Bidder as prescribed in Annexure-04 2. Response to Minimum Eligibility Criteria as per format prescribed in Annexure-03 3. Supporting Documents with respect to Annexure 03 4. DDs/Instruments towards Bid price 5. Bank guarantee towards EMD as per format prescribed in Annexure-07 6. Client Credentials as per annexure 06 7. Format of credentials as per annexure 15 8. Undertaking for CMMI (if Applicable) as per format given in Annexure 33
II	Technical Bid <ol style="list-style-type: none"> 1. Response to Technical Bid Covering letter as per format prescribed in Annexure-05 2. General Information about Bidder as prescribed in Annexure-04 3. Client Credentials as per annexure 06 4. Format of credentials as per annexure 15 5. Proposed Solution, IT architecture and Approach & Methodology 6. Sizing methodology and empirical data for the hardware 7. Resource Planning, Project Governance & Project Team 8. Letter of Conformity of Hard copy as per format prescribed in Annexure-17 9. Statement of Deviation as per format prescribed in Annexure-18 10. CV's of Resources as per format prescribed in Annexure-14 11. Photocopy of Masked bill of material in Annexure- 23 12. Source code and IPR in Annexure 19 13. Response to FRS prescribed in Annexure 08(A) and 8(B) 14. Response to TRS prescribed in Annexure 09 15. Response to Roles and Responsibility prescribed in Annexure 10 16. Manufacturers'/Producers' Authorization Form as per format in Annexure 16 17. Project plan as per format in Annexure 12 18. Resource Deployment Plan as per format in Annexure 13 19. Bandwidth Requirements as per format in Annexure 11 20. Application Sizing as per format in Annexure 20
III	Commercial Bid <ol style="list-style-type: none"> 1. Format for submission of Commercial Bid Letter as per Annexure 22 2. Response to Commercial Bid as per format prescribed in Annexure 23 3. Compliance Statement for Reverse Auction prescribed in Annexure 32

11. Modification in Volume 2 Section 2.3.1.9 Testing

The existing clause “

a. Hardware Acceptance Criteria

- Performance: The provided infrastructure including servers and storage should be able to meet the performance requirements at 60% usage level. This should be substantiated through published benchmarks including detailed calculations being used to interpolate, as required.
- Scalability: The systems and the architecture design should be scalable to take the load as stated for tenure of the contract. The database servers should have vertical and horizontal scalability to provide provision for meeting the requirements. The storage system including backup solution should provide vertical scalability with additional disks/ controllers/ cache as required for meeting the requirements”

Has been changed to “Hardware Acceptance Criteria

b. Hardware Acceptance Criteria

- Performance: The provided infrastructure including servers should be able to meet the performance requirements at 60% usage level. For storage utilization should not exceed 80% usage level. This should be substantiated through published benchmarks including detailed calculations being used to interpolate, as required.
- Scalability: The systems and the architecture design should be scalable to take the load as stated for tenure of the contract. The database servers should have vertical scalability and application & web servers should have horizontal scalability to provide provision for meeting the requirements. The storage system including backup solution should provide vertical scalability with additional disks/ controllers/ cache as required for meeting the requirements”

12. Modification in Volume 2 Section 2.3.1.10 Pilot Go Live

AIC at its sole discretion may decide to launch Pilot before the actual Go-Live of the Solution. The pilot would be considered as part of the testing phase only. In case there is a pilot implementation, the Bidder has to implement the Core Insurance solution on pilot basis across 5 identified Regional Offices spread across the country the scope shall be as defined below:

- i The Bidder has to implement the Core Insurance solution on pilot basis across 5 identified Regional Office spread across the country
- ii The Bidder will be responsible to implement the co-existence solution to ensure seamless /straight though transition between the current and proposed solutions.
- iii The Bidder will be responsible for installing the applications with all the customizations.
- iv The Bidder will set all the parameters in the application as accepted in the test environment. The Bidder shall be responsible for accuracy of the parameters set according to the business needs of AIC.
- v The Bidder will be responsible for ensuring that all the client software is installed at the RO computers for going pilot live.
- vi All customization relating to the Business Applications must have been completed and tested before the pilot implementation including BCP/DRP testing in these pilot branches before signing of the pilot implementation.
- vii RO pilot implementation phase will be deemed complete once the Bidder has obtained a sign-off for implementation at all the pilot RO from the AIC. The RO will need to run successfully for a period of at least a season before AIC can signoff the pilot implementation.
- viii In the event of any deviation/ discrepancies/errors observed at the pilot RO, the sign off will only be given by the AIC once the deviation/ discrepancies/errors reported by the AIC RO's have been successfully rectified by the Bidder or a workaround has been provided by the bidder.
- ix The Bidder shall depute relevant personnel to attend and resolve the ROs problems as per the SLAs defined
- x The Bidder would be completely responsible for the pilot Regional offices (5 identified ROs for pilot)
- xi During the pilot RO implementation the bidder should provide support

13. Deletion in Volume 1 Section 2.20.1 Technical Evaluation

The Existing clause “Purchase orders without relevant organization confirmation through a credential letter will not be considered as credentials.”

Has been deleted.

14. Modification in Volume 2 Section 5.2 Service Level Agreements

The existing clause has been modified to “Following outlines the key performance requirements for the Project, which needs be ensured by the Bidder. These performance requirements shall be strictly imposed and a continuous monitoring would be done to ensure the performance of the Core Solution and other applications against the target performance metrics which have been logically segregated in the following categories:

1. Functional Availability
2. Help Desk
3. Project Timeline
4. IT Infrastructure

Has been modified to

“Following outlines the key performance requirements for the Project, which needs be ensured by the Bidder. These performance requirements shall be strictly imposed and a continuous monitoring would be done to ensure the performance of the Core Solution and other applications against the target performance metrics which have been logically segregated in the following categories:

1. Functional Availability
2. Help Desk
3. Project Timeline
4. IT Infrastructure

Note: In case when applications are running from DR, then target performance for all functional availability and IT infrastructure SLAs shall be dropped by 1% each and accordingly penalty slabs will also be lowered down by 1%.”

15. Modification in Annexure 09 Technical Specifications

Section	Existing Clause	Revised Clause
DLP point no. 46	The solution should enforce policies to detect low and slow data leaks and should be able to enforce policies to detect data leaks even on image files.	Please read the revised clause as" The solution should enforce policies to detect low and slow data leaks or equivalent technology and should be able to enforce policies to detect data leaks even on image files. "
DLP point no. 47	Endpoint solution should support win 32 and 64 bit OS, Mac & Linux OS)	End point DLP is out of scope. The requirement stands deleted
NASUC Point 15.1	The proposed solution must provide minimum 15 Gbps of throughput with application control. The performance must be based on HTTP traffic and not UDP	Please read the revised clause as "The proposed solution must provide minimum 10 Gbps of throughput with application control. The performance must be based on HTTP traffic and not UDP"
NASUC Point 15.2	The proposed solution must provide minimum 8 Gbps of throughput will all security features enabled including Application Control + IPS + Anti Spyware + Anti Bot + Antivirus + APT along with all signature turned ON. The performance must be based on HTTP traffic and not UDP. The claim has to be supported by publicly available documents	Please read the revised clause as"The proposed solution must provide minimum 5 Gbps of throughput will all security features enabled including Application Control + IPS + Anti Spyware + Anti Bot + Antivirus + APT along with all signature turned ON. The performance must be based on HTTP traffic and not UDP. The claim has to be supported by publicly available documents"
NASUC Point 15.4	The proposed solution should be able to handle more than 3,000,000 concurrent sessions	Please read the revised clause as "The proposed solution should be able to handle more than 2,000,000 concurrent sessions"
NASUC Point 15.5	The solution should be capable of handling more than 25,000 policies	Please read the revised clause as "The solution should be capable of handling more than 20,000 policies "
IT DR and BCM 1.9	The proposed solution should have at least 5 years of continuous recognition by independent analysts such as Gartner	Please read the revised clause as "The proposed solution should have at least 2 years of continuous recognition by independent analysts such as Gartner"

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Section	Existing Clause	Revised Clause
Multifactor Solution 1.1	Support for HOTP / TOTP based on OATH specifications	Please read the revised clause as "Support for HOTP / TOTP based on OATH/AES specifications"
Database Activity Monitoring 4	Solution should be a non-intrusive agent installed on the server. The agent should read the data from shared memory and should process it locally and without sending it to any of the network appliance for processing	Solution could be Software based and/ or Appliance based Database Activity Monitoring Solution.
DMS 1.10	The loan origination application should have the ability to support thin clients	Clause is deleted

Please refer to Updated Annexure 09

16. Modification in Annexure 8(A) Functional Specifications

Section No.	Existing Clause	Modified Clause
Marketing - Req 6.13	System to provide various publicity reports (not limited to) :	System to provide publicity reports
Master Management - Req 2.7	The system should be a Multi-Form MDM capable of managing master data across multiple systems and styles (collaborative, operational, and analytical)	Please refer to revised clause: A single repository of masters is required which will be integrated with all systems including peripheral systems.
Master Management - Req 2.8	The system should be very flexible in terms of future modifications without any kind of effort required in terms of drop and re-import.	System should allow changing the master by importing/ uploading from a file (.xl, .csv etc.)
Master Management - Req 2.32	System to allow modification of masters at the RO level, but with required approval from competent authority (eg. New notified areas may be done at RO, but competent authority to approve the creation)	System to allow modification of masters as per defined workflow could be at RO level or HO level with required approval from competent authority (eg. New notified areas may be done at RO, but competent authority to approve the creation)

Please refer to updated Annexure 8 (A).

17. Modification in Volume 3 Section 1.2 Standards

The existing clause" The services and other materials including all deliverables and reports under the contract shall conform to the standards mentioned in this RFP as well as the Technical Bid submitted by the bidder and/or agreed between AIC and the bidder, and when no applicable standard is mentioned, the services/products/deliverables shall be supplied under the international standards of such services/products/deliverables and such standards shall be issued by the concerned issuing institution/s."

Has been changed to "The services and other materials including all deliverables and reports under the contract shall conform to the standards mentioned in this RFP as well as the Technical Bid submitted by the bidder and/or agreed between AIC and the bidder"

18. Modification in Volume 3 Section 1.6 Rights to Alter Quantities

The existing clause “AIC reserves the right to alter the requirements specified in the RFP. AIC also reserves the right to delete one or more items from the list of items specified in the RFP. AIC will inform all bidders about changes, if any. AIC’s right to add or delete items for the period of the contract shall be absolute and unqualified. Further the bidder agrees that the prices quoted by the bidder would be proportionately adjusted with such additions or deletions in quantities.”

Has been changed to “AIC reserves the right to alter the requirements specified in the RFP. AIC also reserves the right to delete one or more items from the list of items specified in the RFP. AIC will inform all bidders about changes, if any. AIC’s right to add or delete items for the period of the contract shall be absolute and unqualified. Further the bidder agrees that the prices quoted by the bidder would be proportionately adjusted with such additions or deletions in quantities. AIC shall ask for such actual change by documenting them in accordance with the terms of the agreement signed between the parties. The bidder agrees to negotiate all change order requests expeditiously and in good faith. Also, the bidder shall be paid for product delivered /services rendered in respect of the changed item upto the effective date of such change.”

19. Modification in Volume 3 Section 1.8 Indemnity

The existing clause “The bidder shall, at its own cost and expenses, defend and indemnify AIC against all third-party claims including those of the infringement of intellectual property rights, including patent, trademark, copyright, trade secret or industrial design rights, arising out of or during the course of performance of the contract. The bidder shall also be liable to indemnify AIC, at its own cost and expenses, against all losses/ damages, which Company may suffer on account of violation by the bidder of any or all national/ international trade laws, norms, standards, procedures etc. This liability shall not ensue if such losses/ damages are caused due to gross negligence or willful misconduct by AIC or its employees. employees. The bidder may procure insurance against damages to hardware/ software components of the proposed solution. The bidder shall be liable to indemnify AIC against all losses on account of any such damages.”

Has been changed to “The bidder shall, at its own cost and expenses, defend and indemnify AIC against all third-party claims including those of the infringement of intellectual property rights, including patent, trademark, copyright, trade secret or industrial design rights, arising out of or during the course of performance of the contract to the extent that the claim is demonstrated to be attributable to the bidder’s acts or omissions. The bidder shall also be liable to indemnify AIC, at its own cost and expenses, against all losses/ damages, which Company may suffer on account of violation by the bidder of any or all national/ international trade laws, norms, standards, procedures etc. This liability shall not ensue if such losses/ damages are caused due to gross negligence or willful misconduct by AIC or its employees. The bidder shall not have any liability if the claim arises out of use of any service, equipment or software provided by or on behalf of AIC.

To the extent where the bidder is the owner of the goods the bidder may procure insurance against damages to hardware/ software components of the proposed solution. The bidder shall be liable to indemnify AIC against all losses on account of any such damages.”

20. Modification in Volume 3 Section 1.13 Delay in Bidder's Performance

The existing clause "The bidder must strictly adhere to the implementation schedule, as specified in the purchase contract, executed between the Parties for performance of the obligations, arising out of the purchase contract and any delay in fulfillment of the obligations by the bidder will enable Company to resort to any or all of the following:

- a) Claiming Liquidated Damages
- b) Termination of the purchase agreement fully or partly and claim liquidated damages.
- c) Forfeiting of Earnest Money Deposit/ invoking EMD Company Guarantee"

Has been changed to "The bidder must strictly adhere to the implementation schedule, as specified in the purchase contract, executed between the Parties for performance of the obligations, arising out of the purchase contract and any delay in fulfillment of the obligations by the bidder and failure to remedy the same within 30 days of receipt of notice will enable Company to resort to any or all of the following:

- a) Claiming Liquidated Damages
- b) Termination of the purchase agreement fully or partly and claim liquidated damages.
- c) Forfeiting of Earnest Money Deposit/ invoking EMD Company Guarantee"

21. Modification in Volume 3 Section 1.17 Prices

The existing clause “The prices quoted by the Bidder shall include all applicable costs and taxes like customs duty, excise duty, import taxes, freight, forwarding, insurance, delivery, installation, training etc. at the respective delivery location of AIC but exclusive of only applicable Service Tax and Octroi / Entry Tax / equivalent local authority cess, which shall be paid/ reimbursed on actual basis on production of bills. The prices, once offered, must remain firm and must not be subject to escalation for any reason within the period of validity. The entire benefits / advantages, arising out of fall in prices, taxes, duties or any other reason, must be passed on to AIC.”

Has been changed to “The prices quoted by the Bidder shall include all applicable costs and taxes like customs duty, excise duty, import taxes, freight, forwarding, insurance, delivery, installation, training etc. at the respective delivery location of AIC but exclusive of only applicable VAT, CST, Service Tax and Octroi / Entry Tax / equivalent local authority cess, which shall be paid/ reimbursed on actual basis on production of bills. The prices, once offered, must remain firm and must not be subject to escalation for any reason within the period of validity. The entire benefits / advantages, arising out of fall in prices, taxes, duties or any other reason, must be passed on to AIC.”

22. Modification of Volume 3 Section 1.25.2 Contract Period

The existing clause "Successful Bidder agrees to ensure that all the items / products used for delivering services to AIC including all components are new and are using state of the art technology."

Has been changed to" Successful Bidder agrees to ensure that all the items / products used for delivering services to AIC including all components are new and as per SOW"

23. Modification of volume 3 Section 1.46.14 Miscellaneous Terms and Conditions and Provisions

The existing clause “Limitation of Liability: Unless otherwise stated in this Contract, neither Party shall, in any event, regardless of the form of claim, be liable for (a) 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; or (b) damages relating to any claim that accrued more than two (2) years before the institution of adversarial proceedings thereon.

Has been changed to “Limitation of Liability: Unless otherwise stated in this Contract, neither Party shall, in any event, regardless of the form of claim, be liable for (a) 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, (b) damages relating to any claim that accrued more than two (2) years before the institution of adversarial proceedings thereon”

24. Modification in Volume 3 Section 1.40.2 Settlement of Disputes

The existing clause “In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the Chairman-cum-Managing Director of AIC.”

Has been changed to “In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed in accordance with the provisions of Arbitration and Conciliation Act, 1996.”

25. Addition in Volume 3 Section 1.10 Termination

The following clause has been added “

The Selected bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment.

Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the selected bidder to AIC or its designee to ensure smooth handover and transitioning of AIC’s deliverables and maintenance in part or in whole. Handover would include transfer of all the documents and hardware and software including the source code of the bespoke applications, any change requests development or any customizations on applications and licenses to AIC or the selected bidder at no extra cost.

Same terms which were applicable during the term of the contract / purchase order should be applicable for reverse transition services.”