



REQUEST FOR PROPOSAL (RFP) FOR SUPPLY AND INSTALLATION OF  
MS OFFICE 365 AT AIC OFFICES

InfoTech Department  
Agriculture Insurance Company of India Ltd. (AIC)  
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New Delhi - 110 023.

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THIS RFP DOCUMENT IS NOT TRANSFERABLE

Bidders are advised to study the RFP document carefully. Submission of Bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

The response to this RFP should be full and complete in all respects. Incomplete or partial Bids shall be rejected. The Bidder must quote for all the items asked for in this RFP.

The Bidder shall bear all costs associated with the preparation and submission of the Bid, including cost of presentation and demonstration for the purposes of clarification of the Bid, if so desired by AIC. AIC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.



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## Acronyms & Definitions

As used in the Document	Description
AIC	Agriculture Insurance Company of India Limited
AMC	Annual Maintenance Charge
Bidder	The organization submitting the proposal who will also be the single point of contact for the Company and single point responsibility for execution of scope and deliverables as required by this Request for Proposal.
Crop Insurance	It is an insurance arrangement aiming at mitigating the financial losses suffered by the farmers due to damage and destruction of their crops as a result of various production risks.
CVC	Central Vigilance Commission
DD	Demand Draft
DIT	Department of Information Technology
FY	Financial Year
HO	Head Office
IT	Information Technology
PBG	Performance Bank Guarantee
PO	Purchase Order
RFP	Request for Proposal
RO	Regional Office
SP	Service Provider
VAT	Value Added Tax
Service Charges	Charges paid to financial institutions for distributing Government supported insurance schemes, distinct from brokerage and commission. Rates are fixed and non-negotiable by either insurance company or Financial intermediary. May be subsidized



## 1. Introduction

### 1.1 Introduction of AIC

Agriculture Insurance Company of India Limited (AIC) has been formed under the aegis of the Government of India and promoted by 6 Public Sector Companies as a specialty Crop Insurance provider to the Indian farming community. AIC was incorporated on 20<sup>th</sup> December, 2002 with an Authorized Share Capital of INR 15 billion and a Paid-up Capital of INR 2 billion. AIC commenced business operations from 1<sup>st</sup> April, 2003, by taking over Crop Insurance operations from its major Promoter, General Insurance Corporation of India.

Currently, AIC covers 25 million farmers under its various crop insurance schemes, making it by far the largest Crop Insurance Company in the world. Of these, more than 86% belong to the small & marginal category. The major challenge was to reach the remotest farmer in the country and service him at an affordable cost. If every last-mile farmer is to be reached by the Company or vice-versa, the service loading on the premium ticket would become financially crippling to him.

Since our Company is engaged in the service of the farming community of the country, the overwhelming majority of whom are poor, we have modelled our resource pattern in accordance with those economic compulsions. Accordingly, to keep our management costs to the ground, the Company functions with only around 318 employees on the rolls but insures more than 20 million farmers. We operate out of 18 Regional Offices only but have to deal with around 150 thousand Bank Branches & Primary Agricultural Co-Op. Societies at the grassroots level.

## 2. Background

AIC has been using Microsoft Technologies for several years. Currently, MS Office 365 licences (O365BsnessOpen ShrdSvr SNGL SubsvL OLP NL Annual Qlfd, Part no: J29-00003) are in use at HO/ROs with annual subscription. With the increase in employee base and introduction of Govt. Crop Insurance Schemes viz. Pradhan Mantri Fasal Bima Yojana (PMFBY), AIC proposes to renew and purchase MS Office 365 licenses with the objective of increasing the productivity of the employees. Bidders are required to supply, install and provide MS Office 365 licences at AIC HO and 18 ROs. The details of various offices along with contact persons are mentioned in Annexure - 06.

## 3. Invitation

The Bidders are invited to submit their proposal in response to this RFP for SUPPLY and INSTALLATION of MS OFFICE 365 at AIC Offices (HO & ROs).

AIC reserves the right to amend, modify, add, delete, accept, or cancel, in part or full, any conditions or specifications stipulated in this RFP document, without assigning any reason thereof at any time during the tender process. Each party shall be entirely



responsible for its own costs and expenses that are incurred while participating in the RFP, subsequent presentations, site visits and contract negotiation processes.

#### 4. Schedule of Events

General Details	
RFP Number	INFOTECH PROJECT/O365/01.01.2019
Department Name	AIC-HO InfoTech Department
Mode of RFP Submission	Offline
RFP Type	Open
Base Currency	INR (₹)
Consortium	Not Allowed
Subcontracting	Not Allowed as per RFP terms
Download Document Start Date	02.01.2019 The document can be downloaded from AIC's website <a href="http://www.aicofindia.com/">http://www.aicofindia.com/</a>
Last Date and Time for Bid Submission	25.01.2019 till 1 PM
Date and Time for Technical Bid Opening	25.01.2019 from 3 PM onwards
Declaration of Shortlisted Bidder's for Commercial Bid Opening	The list of eligible bidders will be published on AIC website
Declaration of Successful (L1) Bidder	The successful bidder shall be published on AIC website
Issue of Purchase Order	Within 2 weeks from the declaration of Successful(L1) Bidder
Bid Validity Period (in Days)	60 days from the date of submission of Bid.
Documents to be submitted physically	Tender Processing Fee (DD) DD/Bank Guarantee for EMD Other documents supporting Technical Evaluation, etc. as per RFP document.
Payment	
Mode of EMD Payment	Offline
Payment Details	
RFP Fee (Non-refundable)	Rs. 1,000/- (Rupees One thousand only)
EMD Amount	Rs. 1,50,000/- (Rupees One lakh Fifty thousand only)
EMD Payable to & at	As per RFP document
BID Submission	For any queries, kindly contact on the details given below.



Information	Contact Details of AIC: Deputy General Manager (IT) InfoTech Department Agriculture Insurance Company of India Ltd. (AIC) Plate B & C, 5 <sup>th</sup> Floor, Block-1, East Kidwai Nagar, New Delhi - 110 023. Ph +91 11 24600444 Email - hoinfotechgroup@aicofindia.com
Performance Bank Guarantee	10% of the Contract Value

AIC reserves the absolute right to make any amendments/changes to or cancel any of the above actions or take any other action related to this RFP.

If any of the above date is declared a holiday for AIC, the event scheduled for that particular date shall take place on the next working day. AIC reserves the right to change the dates mentioned in the RFP.

## 5. RFP document

- i. This document shall serve as the RFP document. All the conditions of pre-qualification, detailed requirement of specifications including the terms and conditions in this document are binding on the Bidders.
- ii. Please note that the Bidder shall have to apply as per the templates/formats given in this RFP document.

## 6. Scope of Work

Currently, AIC HO & ROs are using MS Office licenses (i.e. O365BsnessOpen ShrdSvr SNGL SubsvL OLP NL Annual Qlfd, Part no: J29-00003) having MS Office 365 Unique identifier no. - 100300008A78CA9F. Bidders are required to supply, install and provide support in AIC HO and 18 ROs. The details of the offices with contact persons for which Licences are required are as per Annexure 06.

The Bidder should quote rates for the year 2018-19. Following are the details of the current Users and the MS Office Licences at different AIC Offices:

S. No	Location	Users**
1	New Delhi- Head Office	145
2	Ahmedabad	11
3	Bangalore	23
4	Bhopal	38
5	Bhubaneswar	20
6	Chandigarh	6





7	Chennai	29
8	Dehradun	8
9	Guntur	5
10	Guwahati	5
11	Hyderabad	23
12	Jaipur	21
13	Kolkata	19
14	Lucknow	13
15	Mumbai	20
16	Patna	15
17	Raipur	10
18	Ranchi	16
19	Thiruvananthapuram	10
Total Licences Required = [50 Renewal + 387 New]		437*

(\*) The no. of Licenses may be increased or decreased as per AIC's Requirement.

(\*\*) No. of Users at any location may change.

The Existing licences for renewal are having following series:

aic.os365.2014.01@aicoindia.onmicrosoft.com
aic.os365.2014.02@aicoindia.onmicrosoft.com
.....
.....
aic.os365.2014.39@aicoindia.onmicrosoft.com
aic.os365.2017.41@aicoindia.onmicrosoft.com
.....
.....
aic.os365.2017.49@aicoindia.onmicrosoft.com
aic.os365.2017.50@aicoindia.onmicrosoft.com

The new licences required in same format (MS Office 365 Unique identifier no. - 100300008A78CA9F):

aic.os365.2019.51@aicoindia.onmicrosoft.com
.....
.....
aic.os365.2019.437@aicoindia.onmicrosoft.com

The number of licences may increase or decrease according to the requirement.

Bidder shall provide new licences and their installation at any new additional location or new requirement at any existing location within 30 days of receipt of intimation from



AIC. In this case, new licence charges as quoted by the successful Bidder for this RFP in Commercial Bid shall be applicable.

Further, AIC may, at its discretion, choose not to continue engagement with the selected bidder by giving a one months' notice to the selected Bidder.

The Bidder is required to supply & install/renewal of the MS Office licences within 4 weeks from the date of issuance of PO by AIC. For any delay in supply & installation, the Bidder is liable to pay penalty as per Section 19. Penalty Clause.

## 7. Bidders Eligibility Criteria

The Bidder must fulfil ALL the Eligibility Criteria mentioned in the table below. Proposals of only those Bidders who satisfy ALL these criteria will be considered for further evaluation process. Applications which do not satisfy ALL the Eligibility Criteria will be summarily rejected, and no appeal shall be entertained. The Bidders who wish to bid should confirm to the following criteria:

#	ELIGIBILITY CRITERIA	REFERENCE DETAILS/ DOCUMENTARY EVIDENCE
1	Bidder must be a Company/Firm, registered under relevant statute in India under the companies Act 1956 & companies Act 2013. It should be registered with the appropriate authorities for all applicable statutory taxes/duties and should have been in operation for the last 3 years.	Certificate of Incorporation/Any other relevant document
2	The Bidder/Group/Parent Company should be an individual organization. Consortium shall not be allowed.	Undertaking
3	The Bidder/Group/Parent Company must have a minimum turnover of at least Rs. 50 lakhs in each of the past three years i.e. 2015-16, 2016-17 and 2017-18.	Copy of the audited profit and loss account/certified balance sheet/ annual report of the last three financial years.
4	The Bidder/Group/Parent Company should have a Profit before tax in past 2 out of 3 years i.e. 2015-16, 2016-17 and 2017-18.	Copy of the audited profit and loss account/balance sheet/ annual report of the last three financial years.
5	The Bidder/Group/Parent Company should have prior experience in supplying & installation for MS office licences in the last 3 years. Completed or on-going projects would be considered.	Work orders confirming year and area of activity/ Supporting documents.
6	Bidder should be authorized dealer/ Partner / distributor of Microsoft in India.	Manufacturers Authorization Form (MAF) to be provided as



		per Annexure 03.
7	Undertaking for compliance with the CVC circular no. 02/02/2015 on the official letter-head	As per Annexure 07
8	The bidder is required to enter into an Integrity Pact agreement with AIC	Format to be provided later
9	The Bidder/Group/Parent Company should not be blacklisted in past/present by any Govt. organization /PSU/ Regulatory Authority.	Undertaking

## 8. Selection Criteria

- Phase 1 - Eligibility Criteria Evaluation
- Phase 2 - Commercial Bid Evaluation

Technical Bid will contain the details as required in the eligibility criteria, along with the documentary evidence, and other documents related to the Bid, whereas the Commercial Bid will contain the pricing information.

In the first stage, only the Technical Bids will be opened in the presence of the Bidders and evaluated as per the criterion determined by the Company. The Company may, at its discretion, invite the Bidders for presentation before the selection committee of the Company.

The Commercial bid of only those bidders shall be opened who fulfil all eligibility criterion.

AIC will award the contract to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined as the Lowest Commercial Bid (L1) based on the Final Commercial Quote, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

The Company reserves the right not to accept any Bid, or to accept or reject a particular Bid at its sole discretion without assigning any reason whatsoever.

## 9. Bid Validity Period

The proposal shall be valid for 60 days after the closing date for submission of bid. A bid valid for shorter period shall be rejected by AIC as non-responsive. Any decision in this regard by AIC shall be final, conclusive, and binding on the bidder.

## 10. Request for Proposal

The RFP document can be downloaded from the Company website [www.aicofindia.com](http://www.aicofindia.com). The Service Provider shall pay along with Technical Bid a non-refundable fee of Rs. 1,000/- (Rupees One Thousand Only) in the form of a Demand



Draft issued by a Scheduled Commercial Bank favouring "Agriculture Insurance Company of India Limited" payable at New Delhi.

**Bids not accompanied by the Demand Draft of requisite amount shall be rejected.**

Note: Bidder registered under MSME/NSIC Single Point Registration Scheme are exempted for submission of RFP fee, subject to submission of a valid Certificate of Registration along with bid.

### **11. Submission of Bids**

The master envelop cover containing the Technical and Commercial Bid/ Proposal with superscription "INFOTECH PROJECT/O365/01.01.2019" marked on the top and addressed to the Deputy General Manager (IT) has to be submitted on or before 25.01.2019 (01:00 P.M) at the following address:

**Deputy General Manager**  
InfoTech Department  
Agriculture Insurance Company of India Ltd. (AIC)  
Plate B& C, 5<sup>th</sup> Floor, Block-1, East Kidwai Nagar,  
New Delhi - 110 023.

The cost of Tender i.e. DD for Rs. 1,000/- should be kept separately.

**The master Cover should contain two separate sealed envelopes:**

One with superscription "RFP - INFOTECH PROJECT/O365/01.01.2019" - **Technical Bid.**

And another sealed envelope with superscription "RFP - INFOTECH PROJECT/O365/01.01.2019" - **Commercial Bid.**

The Company shall not consider any request for extension of date for bid submission under any circumstances whatsoever. The bids received after 01.00 PM on 25.01.2019 shall not be accepted under any circumstance. Please note that if sealed cover is found to contain both Technical and Commercial Bid/Proposal together in single sealed envelope then, that offer shall be rejected outright.

No Bidder/Applicant/Service Provider shall submit more than one application for the Service Provider.

The proposal as well as all related correspondence exchanged by the Bidders and the Company shall be in English Language.



## 12. Clarification & Amendment

Bidders may request for clarification, if any, on and before 11.01.2019 and email their queries to email id "hoinfotechgroup@aicoindia.com". Any request for clarification must be sent by e-mail at the address of the Company mentioned in this document.

AIC may, at its discretion, amend the RFP including extension of the deadline for the submission of proposals. Any amendment will be notified on the website [www.aicoindia.com](http://www.aicoindia.com) and shall be binding on all the Bidders. Hence, interested Applicants/Bidders are advised to frequently visit the website for updating themselves about changes, if any, made in the RFP.

## 13. Earnest Money Deposit (EMD)

- i. The Bidder shall submit the EMD of Rs. 1,50,000/- (Rs. One lakh Fifty thousand only) by way of Demand Draft/Performance Bank Guarantee (PBG) in favour of "Agriculture Insurance Company of India Limited" payable at New Delhi. In case the EMD is submitted in the form of Bank Guarantee the same should be valid for minimum period of 60 days from the last date for submission of Bid. The format for submission of EMD in the form of Bank Guarantee is as per Annexure 04 – Performance Bank Guarantee Format. EMD may be forfeited in the event of withdrawal of Bid during the period of processing of RFP or in case the selected Bidder fails to sign the Contract. No interest shall be payable on the Earnest Money Deposit (EMD). EMD should be kept in the envelope containing Technical proposal. The Bid, without Earnest Money Deposit, would be considered as non-responsive, incomplete and shall be rejected.
- ii. Any decision in this regard taken by the Company shall be final, conclusive, and binding on the bidder.
- iii. The earnest money will be refunded to the unsuccessful bidders after award of the contract to the successful bidder. EMD will be returned to the selected bidder after acceptance of Purchase Order and/ or Signing of the Contract by the bidder and submission of required Performance Bank Guarantee (PBG).
- iv. Selected Bidder shall have to give an undertaking to maintain confidentiality of the information/ documents obtained by them during the course of the assignment as per RFP.
- v. If EMD is forfeited for any reason, the concerned bidder will be debarred from further participation in future three RFPs floated by the Company.

Note: Bidder registered under MSME/NSIC Single Point Registration Scheme are exempted for submission of Earnest Money Deposit (EMD), subject to submission of Certificate of Registration along with Bid.



## 14. General Conditions

Bidder should examine the documents constituting this RFP in detail to prepare the Proposal. In case of deficiencies in the information required/ requested, the proposal shall be rejected.

### 14.1 Format and Signing of Bid

Each page of the bid shall be made in the legal name of the bidder and shall be signed and duly stamped by the bidder or a person duly authorized to sign on behalf of the bidder.

### 14.2 Technical Bid

- i. The Technical Bid should contain the following information:
- ii. Covering letter as per Annexure 01.
- iii. Proposal form as per Annexure 02 of this document.
- iv. Bidder firm's profile along with documentary evidences and all relevant enclosures as detailed in Annexure 05.
- v. Undertaking as mentioned in Bidders Eligibility Criteria.
- vi. Any additional information including assumptions that the Service Provider team may think fit but not included elsewhere in the proposal, which will help AIC to assess the capabilities of the Service Provider.
- vii. Demand Draft/PBG of Rs. 1,50,000/- (Rupees One Lakh Fifty thousand only) favouring "Agriculture Insurance Company of India Limited", towards Earnest Money Deposit (EMD) payable at New Delhi.
- viii. Duly signed authority letter by the competent authority of the firm, authorizing the executants to sign the Bid on behalf of the firm.

Note: Technical Bid shall not include any financial information. A Technical Bid containing information on the Commercial Bid shall be declared invalid and be out rightly rejected.

### 14.3 Commercial Bid

For all the Bidders who fulfil all Eligibility Criterion as prescribed in this RFP, the Commercial Bids shall be opened in presence of the Bidders' representatives (as mentioned in Annexure 01).

The Commercial Bid shall be submitted strictly in the format given by the Company as per Annexure 08 of this document along with covering letter and shall not have any deviations, restrictive statements etc. therein otherwise, such bids are liable to be rejected at the sole discretion of the Company. The price shall be quoted in Indian Currency only and shall be all inclusive. In case of any variation (upward or downward) in Taxes quoted which has been included as part of the price bid, such variation will be borne by or passed on to AIC. Any new tax introduced by the Government



after the submission of bid will be borne by AIC. The entire benefits/ advantages, arising out of fall in prices, taxes, duties or any other reason, must be passed on to AIC.

## **15. Evaluation Criteria**

### **15.1 Technical Bid Evaluation**

First, Technical Bid documents will be evaluated for fulfilment of Eligibility Criterion. Commercial Bids of only those Bidders who fulfil all the Eligibility Criterion will be taken up for further evaluation/selection process.

### **15.2 Commercial Bid Evaluation**

The Commercial Bid of only those Bidders shall be opened who fulfil all Eligibility Criterion.

AIC will award the contract to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined as the Lowest Commercial Bid (L1) based on the Final Commercial Quote, provided further that AIC is satisfied about the qualification and competence of the Bidder to perform and fulfil all their obligations satisfactorily, under the contract.

The Company reserves the right not to accept any Bid, or to accept or reject a particular Bid at its sole discretion without assigning any reason whatsoever.

### **15.3 Clarification of Bids**

During evaluation of Bids, if found necessary, the Company may seek clarification on the Bid from the Bidder and specify timeline for response. The request for clarification and the response shall be through email. Failure to respond within the timeline specified may disqualify the bidder.

## **16. Notification of Award**

Following evaluation, a Contract may be awarded to the Bidder whose Bid meets the requirements of this RFP and provides the best value to AIC from technical compliance, commercial considerations & compliance with all the terms and conditions. AIC reserves the right to award the contract in whole or in part.

The acceptance of the Bid, subject to execution of a Contract, will be communicated by way of placing a Notification of Award in writing at the address supplied by the Bidder in the Bid document. Any change of address of the Bidder should therefore be notified promptly to the Deputy General Manager at the address given in this RFP.



The Selected Bidder shall be bound to submit a Performance Bank Guarantee (PBG) within 15 days from Notification of Award by AIC. AIC shall issue the Purchase Order after submission of PBG by the Selected Bidder.

## **17. Signing of Contract**

The successful Bidder/service provider shall be required to enter into a Contract as per Company prescribed format within 15 days from the date of acceptance by the successful Bidder of the offer of the AIC. The contract shall be valid for a period of 1 years from the date of Purchase Order.

The failure, delay or evasion on the part of the successful Bidder to execute the Agreement/Contract within the mutually agreed period mentioned will result in expiry of the validity of the award of the Bid. In such a case the Earnest Money deposited by the successful Bidder/Service Provider shall be forfeited by the Company without further notice to the successful Bidder/Service Provider. The failure, delay or evasion on the part of the successful Bidder/Service Provider to commence project within 7 days from the date of execution of the Contract will result in termination of the contract without assigning any further reason. In case of termination of the Contract on account of failure, delay or evasion on the part of the successful Bidder/Service Provider to commence the project within 7 days from the date of execution of the contract, in addition to the termination of the contract, AIC shall have the absolute right to adjust such amount against EMD towards loss and damage suffered by the Company on account of such failure/evasion/delay by the Selected Bidder.

## **18. Performance Guarantee by Selected Bidder**

The selected Bidder shall submit a Performance Bank Guarantee for an amount equivalent to 10% of the total contract value, valid for a period of 1 years 3 months, within 15 days from the date of acceptance which may be extended with mutual consultation, from any 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.





## 19. Penalty Clause

AIC reserves the right to deduct, from the total awarded amount to be paid to the Service Provider, in the event of the following:

Reason	1 <sup>st</sup> Instance	2 <sup>nd</sup> Instance	3 <sup>rd</sup> Instance
Non-Compliance or Delay in Supply installation/renewal of MS office licenses in HO/ROs.	2%	5% (Less 2% deducted in the first instance)	10% (Less 5% deducted in the second instance)

## 20. Time Period for Completion of Assignment

The supply and installation/renewal of MS office 365 at AIC HO & RO has to be completed within **ONE MONTH** of acceptance of Purchase Order.

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

If the Bidder fails to complete the assignment as per the time frame prescribed in this 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 impose as per RFP, AIC reserves its right to cancel the order in the event of delay and invoke the Bank Guarantee.

## 21. Payment Terms

Payment shall be made after supply and successful installation/renewal of MS office 365 at AIC HO & RO and licences are being reflected along with validity in Microsoft online portal. All payments are subject to deduction of TDS as applicable from time to time.

**Kindly note if the bidder fails to provide the supply/renewal as per rate mentioned in the Commercial bid, the PBG may be forfeited by AIC.**

## 22. AIC Reserves

The right to the following:

- 22.1. Reject any or all proposals received in response to the RFP without giving any reason whatsoever.
- 22.2. Reject the proposals received in response to the RFP containing any deviation from the payment terms stipulated above.
- 22.3. Waive or change any formalities, irregularities, or inconsistencies in proposal format delivery.



22.4. Extend the time for submission of proposal.

22.5. Modify the RFP document, by an amendment that would be notified on the Company website.

22.6. Modify the time period for completion of assignment during the execution of assignment if it deems fit.

### 23. Other Instructions

23.1. The key person(s) identified for the project shall carry out their activities from AIC premises as and when called. The personnel involved in executing the assignment shall be qualified as per the requirements mentioned in the qualification criteria and preferably should have been involved in a similar assignment.

23.2. The Service Provider selected for the assignment should adhere to the quality standards, regulatory directions, guidelines in this regard.

23.3. The Service Provider selected for the assignment shall treat as confidential all data and information about the Company obtained in the execution of the proposed assignment, hold it in strict confidence and shall not reveal such data/ information to any other party without the prior written approval of the Company.

23.4. The proposal shall be submitted strictly in the formats provided in this RFP document.

23.5. The proposal shall be free of overwriting/corrections/alterations.

23.6. The proposals and related Annexures shall be signed by the authorized representative/s of the Bidder. The executant's authority to represent and bind the consultation firm must be confirmed by a written authority letter issued by the competent authority of the Service Provider accompanying the proposal.

23.7. All bids and supporting documentation shall be submitted in English only.

23.8. AIC shall not return the Bids/responses to the RFP received. The information provided by the Bidder/s to AIC will be held in confidence and will be used for the sole purpose of evaluation of Bids.

23.9. It is hereby clarified that the Bid/response to the RFP shall be submitted in the exact format given herein without making any changes/alterations to the RFP document. Any change/alteration made to the RFP document by the participant would make the reject bid/response to the RFP void and the same shall be liable to be rejected by AIC without further going into the merits of the RFP. It is also clarified that in case of any



difference/change between Bid/response to the RFP document submitted by the participant and the RFP document maintained by AIC, the RFP document maintained at the AIC would be considered as authentic and binding on the participant.

23.10. The Commercial Bid shall be opened in due course, after completion of Technical Bid evaluation, in the presence of Bidders/their representatives, who choose to attend.

#### **24. Compliance Confirmation**

The Bidder must submit unconditional and unambiguous compliance confirmation to all the terms and conditions stipulated in the RFP.

#### **25. Undertaking by Service Provider**

The Service Provider shall furnish the following undertaking as a part of the proposal. "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 concerns or our CEO, directors/ managers/ partners and if it arises, we will intimate AIC of the same".

#### **26. Confidentiality**

**Confidential Information** shall include all information or material that has or could have commercial value or other utility in the business in which AIC is engaged and shall also mean and include all know-how, specifications, and other secret or confidential information which may be provided by AIC to the Selected Bidder related to the insurance products/schemes, services, processes and business of either party, including without limitation to the following: components; research; concepts; ideas; inventions; discoveries; trade secrets; patent, design, copyright and trademark applications; product briefs; patterns; screens; cost and pricing information; customer lists; strategy information; all contracts/agreements/any other document executed/entered into between the Company and bidder, whether before or after the execution of this contract, and/or any other information relating to the business of AIC and which in the opinion of AIC is valuable and confidential in nature.

26.1. The decision of AIC with respect to the confidentiality of the information shall be final and binding on the Selected Bidder. No dispute or request to review/re-consider such decision shall either be entertained or maintainable by AIC.

26.2. Obligations of Selected Bidder - The Selected Bidder shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of AIC. The Selected Bidder shall take such care to restrict access to Confidential Information to employees engaged/involved in the execution of this contract, as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Clause. The Selected Bidder shall not, without prior written approval of AIC, use for its own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of



AIC, any Confidential Information. The Service Provider shall return to the Company all records, notes, and other written, printed, or tangible materials including information contained in electronic format on hard drives, discs or any other electronic device capable of storing data/information, in its possession pertaining to Confidential Information immediately, either after the successful execution of this contract or on the demand of the AIC in writing. SP understands and agrees that all materials and information marked and identified by AIC as 'Confidential' are valuable assets of AIC and are to be considered AIC's proprietary information and property. SP shall treat all confidential materials and information provided by AIC with the highest degree of care necessary to ensure that unauthorized disclosure does not occur. SP shall not use or disclose any materials or information provided by AIC without AIC's prior written approval.

- 26.3.** Exclusions from Confidential Information - SP shall not be liable for disclosure or use of any materials or information provided by AIC or developed by SP which is:
- i. Possessed by SP prior to receipt from AIC, other than through prior disclosure by AIC, as documented by SP's written records;
  - ii. Published or available to the general public otherwise than through a breach of Confidentiality; or
  - iii. Obtained by SP from a third party with a valid right to make such disclosure, provided that said third party is not under a confidentiality obligation to AIC; or
  - iv. Developed independently by the SP.

In the event that SP is required by judicial or administrative process to disclose any information or materials required to be held confidential hereunder, SP shall promptly notify AIC and allow AIC a reasonable time to oppose such process before making disclosure.

SP understands and agrees that any use or dissemination of information in violation of this Confidentiality Clause will cause AIC irreparable harm, may leave AIC with no adequate remedy at law and AIC is entitled to seek injunctive relief, besides claiming damages.

Nothing herein shall be construed as granting to either party any right or license under any copyrights, inventions, or patents now or hereafter owned or controlled by the other party.

The requirements of use and confidentiality set forth herein shall survive the expiration, termination or cancellation of this contract.

- 26.4.** Nothing contained in this contract shall limit the SP from providing similar services to any third parties or reusing the skills, knowhow, and experience gained by the employees in providing the services contemplated under this contract.
- 26.5.** A breach of this confidentiality clause shall render the Selected Bidder liable for damages as claimed by AIC. The quantum of damages suffered by AIC because of breach of this clause by the SP shall be computed by AIC, which computation shall be final and binding on the SP. The selected Bidder shall, on receiving a notice from the AIC demanding damages for breach of confidentiality clause, within a period of 15



days, pay the amount of damages claimed by the AIC, failing which, AIC shall be entitled to recover the amount of damages claimed from the amounts that may be payable to the Selected Bidder under this contract. The SP shall not be entitled to challenge the computation of damages made by AIC under this clause.

- 26.6. The nondisclosure/confidentiality provisions of this contract shall survive the termination/expiry of this contract and the Selected Bidder's duty to hold Confidential Information in confidence shall remain in effect for a period of two years after the expiry of this contract.

## **27. Indemnity**

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

- 27.1. 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 service provided by the selected Bidder and also claims arising out of failure to comply. Such claims shall include claims by third parties including Regulatory Bodies.
- 27.2. 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;
- 27.3. For the purpose of the contract/agreement, the bidder shall include the bidder, its personnel, employees, consultants and/or other authorized persons.
- 27.4. In no event shall the bidder be liable for claims arising from or in connection with the sole negligence or misconduct of AIC.
- 27.5. 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.

## **28. Termination of Contract**

- 28.1. By AIC: AIC may terminate this Contract in case of occurrence of any of the events specified in paragraphs (2) through (12) of this Clause:
- 28.2. If the Selected Bidder fails to remedy a failure in the performance of its obligations hereunder, within thirty (30) days of receipt of a notice in that regard or within such further period as AIC may have subsequently approved in writing;
- 28.3. If the Selected Bidder becomes insolvent or goes into liquidation or receivership whether compulsory or voluntary;



- 28.4. If the Selected Bidder fails to comply with any final decision reached as a result of arbitration proceedings;
- 28.5. If at any time after the award of tender or after execution of contract and/or during the currency of the contract, it comes to the knowledge of AIC, that the Service Provider has engaged in corrupt or fraudulent practices in competing for or in executing the Contract;
- 28.6. If the Selected Bidder submits to AIC a false statement in relation to the Contract which, in the opinion of AIC may adversely affect its rights, interests or obligations;
- 28.7. If the Selected Bidder places itself in a position of conflict of interest with AIC or fails to disclose promptly any conflict of interest to AIC;
- 28.8. If the Selected Bidder fails to provide the quality of services as envisaged under this RFP, the Committee formulated to monitor the progress of the assignment may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The Committee may decide to give one chance to the Service Provider to improve the quality of the services and despite opportunity having been given to the Service Provider, the quality of service is not improved;
- 28.9. If, as the result of Force Majeure, the Selected Bidder is unable to perform a material portion of the Services for a period of not less than thirty (30) days.
- 28.10. If AIC, at its sole discretion, decides to terminate this Contract (by giving thirty (30) days prior written notice) without assigning any reason whatsoever.
- 28.11. If the Selected Bidder acts or omits to act in a particular manner as required of him under this RFP/contract resulting in a material breach of the contract and the Service Provider further fails to remedy such breach within 30 days from the date of receipt of notice specifying the breach in this regard from AIC or such longer period as may be approved in writing by AIC;
- 28.12. In the event of either of the above-mentioned circumstances, AIC shall give not less than thirty (30) days written notice of Termination to the Selected Bidder;
- 28.13. By the Service Provider: The Service Provider may terminate this Contract, by not less than thirty (30) days written notice to AIC, in case of the occurrence of any of the events specified hereunder
- 28.13.1. If the Company fails to pay any money due to the Service Provider pursuant to the Contract and not subject to dispute within thirty (30) days after receiving written notice from the Service Provider that such payment is overdue;
- 28.13.2. If the Company fails to comply with any final decision reached as a result of arbitration;
- 28.13.3. If the Company is in material breach of its obligations pursuant to the Contract and has not remedied the same within thirty (30) days (or such longer period as the Service Provider may have subsequently approved in writing) following the receipt by AIC of the Service Provider's notice specifying such breach.



## **29. Cessation of Rights and Obligations:**

Upon termination of the Contract pursuant to GC Clause 29 hereof, all rights and obligations of the Parties hereunder shall cease, except:

- i. Such rights and obligations as may have accrued on the date of termination or expiration;
- ii. The obligation of confidentiality set forth in GC Clause 26 hereof;
- iii. The Service Provider's obligation to permit inspection, copying and auditing of their accounts and records; and
- iv. Any right which a Party may have under the Law

## **30. Cessation of Services**

Upon termination of the Contract by notice of either Party to the other pursuant to GC clause 29 hereof, the Service Provider shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. In addition to the cancellation of order, AIC reserves the right to appropriate the damages from the Bank guarantee given by the bidder.

## **31. Limitation of Liability**

The aggregate liability of the Bidder in connection with this RFP/Contract, the services provided by Bidder for the specific scope of work document, regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise) and including any or all liability shall not exceed the total fees paid to the Bidder. Bidder will not be liable for indirect/consequential losses.

## **32. Governing Language**

The contract shall be written in English. All correspondence and other documents pertaining to contract that are exchanged between the parties shall be written in English.

## **33. Governing Law/Jurisdiction**

The Agreement / Contract shall be governed by and construed in accordance with the laws in India and shall be subject to the exclusive jurisdiction of the Courts of New Delhi.



**a. Annexure 01 - Authorization Letter Format for Bid Opening**

(To be brought at the time of opening of Bids)

To  
Deputy General Manager (IT),  
InfoTech Department,  
Agriculture Insurance Company of India Limited,  
Plate B & C, 5<sup>th</sup> Floor, Block-1, East Kidwai Nagar,  
New Delhi - 110 023

Dear Sir,

RFP for "INFOTECH PROJECT/O365/01.01.2019"

SUB: Authorization Letter for attending the Bid Opening

This has reference to your above RFP for "INFOTECH PROJECT/O365/01.01.2019" in AIC.

Mr./Miss/Mr. \_\_\_\_\_ is hereby authorized to attend the bid opening of the above RFP for "INFOTECH PROJECT/O365/01.01.2019" on behalf of our organization.

The specimen signature is attested below:

Name:

\_\_\_\_\_  
(Specimen Signature of Representative)

\_\_\_\_\_  
(Signature of Authorizing Authority)

Name of Authorizing Authority:

Designation:

Company Seal:





**b. Annexure 02 - Bid Undertaking Letter**

To  
Deputy General Manager (IT),  
InfoTech Department,  
Agriculture Insurance Company of India Limited,  
Plate B & C, 5<sup>th</sup> Floor, Block-1, East Kidwai Nagar,  
New Delhi - 110 023

Dear Sirs,

RFP for "INFOTECH PROJECT/O365/01.01.2019"

In accordance with your proposal reference no. \_\_\_\_\_ dated \_\_\_\_\_ M/s \_\_\_\_\_ having its registered office at \_\_\_\_\_ herein after called 'bidder' wish to participate in the said proposal for "INFOTECH PROJECT/O365/01.01.2019" at Agriculture Insurance Company of India having its office at Plate B & C, 5<sup>th</sup> Floor, Block-1, East Kidwai Nagar, New Delhi - 110 023.

An irrevocable Financial Company Guarantee (issued by a nationalized/scheduled commercial Company) against Earnest Money Deposit amounting to Rupees \_\_\_\_\_, Rupees (in words) \_\_\_\_\_ valid up to \_\_\_\_\_ is required to be submitted by the bidder, as a condition for participation in the said bid, which amount is liable to be forfeited on happening of any contingencies mentioned in the proposal document.

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

We, the \_\_\_\_\_ Company at \_\_\_\_\_ having our Head office at \_\_\_\_\_ therefore Guarantee and undertake to pay immediately on first written demand by Agriculture Insurance Company of India, the amount of Rupees \_\_\_\_\_ Rupees(in words) \_\_\_\_\_ without any reservation, protest, demur and recourse in case the bidder fails to comply with any condition of the proposal or any default in violation against the terms of the bid, without the beneficiary needing to prove or demonstrate reasons for its such demand. Any such demand made by said beneficiary shall be conclusive and binding on us irrespective of any dispute or difference raised by the bidder.



This guarantee shall be irrevocable and shall remain valid up to \_\_\_\_\_. If any further extension of this Guarantee is required, the same shall be extended to such required period (not exceeding one year) on receiving instructions in writing, from (\_\_\_\_\_) on whose behalf guarantee is issued.

In witness whereof the Company, through its authorized officer has set its hand stamped on this \_\_\_\_\_ Day of \_\_\_\_\_ 2019 at \_\_\_\_\_

Signed, sealed and delivered by Mr. ....

For and on behalf of the Guarantor to do so and to affix the seal of the Company, in the presence of

\_\_\_\_\_

(Specimen Signature of Representative)

\_\_\_\_\_

Signature of Authorizing Authority

Name of Authorizing Authority Designation:

Company Seal:



**c. Annexure 03 - Manufacturers Authorization Form (MAF)**

(On OEM's letterhead)

Date:

To,  
Deputy General Manager (IT),  
InfoTech Department,  
Agriculture Insurance Company of India Limited,  
Plate B & C, 5<sup>th</sup> Floor, Block-1, East Kidwai Nagar,  
New Delhi - 110 023

REF No.:

Dear Sir,

This has reference to your RFP for "INFOTECH PROJECT/O365/01.01.2019" at Agriculture Insurance Company of India Limited.

Further to our proposal dated \_\_\_\_\_, in response to the Request for Proposal for "INFOTECH PROJECT/O365/01.01.2019", hereinafter referred to as "RFP" issued by Agriculture Insurance Company of India Limited ("AIC").

We who are established and reputable manufacturers/producers of \_\_\_\_\_ having factories/ development facilities at (address of factory/ facility) do hereby authorize M/s. \_\_\_\_\_ (Name and address of the bidder) to submit a Bid, and sign the contract with you against the above Bid Invitation.

We hereby extend our full guarantee and warranty for the Products and services offered by the above firm against this Bid Invitation.

We hereby confirm, the product offered by the above firm against this Bid Invitation is the latest version offered by OEM.

We hereby also confirm that the Products and Services proposed are supported by multiple service providers/vendors.

We also undertake to provide any or all of the following materials, notifications, and information pertaining to the Products manufactured or distributed by the Bidder:



Such Products as AIC may opt to purchase from the Bidder, provided, that this option shall not relieve the Bidder of any warranty obligations under the Contract; and

In the event of termination of production of such Products:

- Advance notification to AIC of the pending termination, in sufficient time to permit AIC to procure needed requirements; and
- Following such termination, furnishing at no cost to AIC, operations manuals, standards, and specifications of the Products, if requested.

We duly authorize the said firm to act on our behalf in all the activities like installation, configuration, 24x7 Technical support and maintenance obligations.

We further certify that, in case the authorized distributor/ system integrator is not able to meet its obligations as per contract during contract period, we, as the OEM, shall perform the said obligations with regard to their items through alternate & acceptable service provider.

Place:

Date: Seal and signature of the bidder

Yours faithfully

Authorized Signatory

Name

Designation

Phone/Mobile No.

Fax

E-mail



**d. Annexure 04 - Pro forma for Performance Bank Guarantee Format**

(To be submitted on Non-Judicial stamp paper of appropriate value Purchased in the name of the issuing AIC)

Date:

Bank Guarantee no.:

Deputy General Manager (IT),  
InfoTech Department,  
Agriculture Insurance Company of India Limited,  
Plate B & C, 5th Floor, Block-1, East Kidwai Nagar,  
New Delhi - 110 023

Dear Sirs,

In accordance with your proposal reference no. \_\_\_\_\_ dated \_\_\_\_\_ M/s \_\_\_\_\_ having its registered office at \_\_\_\_\_ herein after called 'bidder') wish to participate in the said RFP for "INFOTECH PROJECT/O365/01.01.2019", at Agriculture insurance company of India having its office at Plate B & C, 5th Floor, Block-1, East Kidwai Nagar, New Delhi - 110 023.

An irrevocable Financial Bank Guarantee (issued by a nationalized / scheduled commercial Bank) against Earnest Money Deposit amounting to Rupees \_\_\_\_\_, Rupees (in words) \_\_\_\_\_ valid up to \_\_\_\_\_ is required to be submitted by the bidder, as a condition for participation in the said bid, which amount is liable to be forfeited on happening of any contingencies mentioned in the proposal document.

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

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



\_\_\_\_\_ Rupees \_\_\_\_\_  
\_\_\_\_\_ without any reservation, protest, demur and recourse in case the bidder fails to comply with any condition of the proposal or any default in violation against the terms of the bid, without the beneficiary needing to prove or demonstrate reasons for its such demand. Any such demand made by said beneficiary shall be conclusive and binding on us irrespective of any dispute or difference raised by the bidder.

This guarantee shall be irrevocable and shall remain valid up to \_\_\_\_\_.

If any further extension of this Guarantee is required, the same shall be extended to such required period on receiving instructions in writing, from (\_\_\_\_\_) on whose behalf guarantee is issued.

In witness whereof AIC, through its authorized officer has set its hand stamped on this \_\_\_\_\_ Day of \_\_\_\_\_ 2019 at \_\_\_\_\_

Signed, sealed and delivered by Mr. ....

For and on behalf of the Guarantor to do so and to affix the seal of AIC, in the presence of

Office Seal (Authorized Signatory)

Place: Name:

Date: Designation:

Mobile No:

Address:-



**e. Annexure 05 - Bidder's General Information**

Particulars to be provided by the bidder in the technical proposal RFP for "INFOTECH PROJECT/O365/01.01.2019"

#	Particulars	Details to be furnished by the bidder
1	Name of the bidder	
2	Year of establishment and constitution Certified copy of Partnership Deed" Or "Certificate of Incorporation "should be submitted as the case may be.	
3	Location of Registered office/Corporate office and address	
4	Mailing address & Company website of the bidder	
5	Names and designations of the persons authorized to make commitments to AIC	
6	Telephone and fax numbers of contact persons	
7	Email addresses of contact persons	
8	Description of business and business background Service Profile & client profile. Domestic & International presence Alliance and joint ventures	
9	Gross revenue of the bidder (not of the group) 2015-16 2016-17 2017-18	
10	Net Profit after Tax of the bidder (not of the group) 2015-16 2016-17 2017-18 Documentary proofs are to be enclosed	

Details of the similar assignments executed by the bidder (Name of Client, time taken for execution of the assignment and documentary proofs from Client are to be furnished)

Details of the bidder's proposed methodology/approach for providing services to AIC with specific reference to the scope of work



Declaration:

We hereby unconditionally accept that AIC can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP, in short listing of bidders.

All the details mentioned by us are true and correct and if AIC observes any misrepresentation of facts on any matter at any stage, AIC has the absolute right to reject the proposal and disqualify us from the selection process.

We confirm that this response, for the purpose of short-listing, is valid for a period of 60 days, from the date of expiry of the last date for submission of response to RFP.

We confirm that we have noted the contents of the RFP and have ensured that there is no deviation in filing our response to the RFP and that AIC will have the right to disqualify us in case of any such deviations.

Place:

Date: Seal & Signature of the bidder





**f. Annexure 06 – Contact Details of Person in AIC HO & RO's**

**Location wise Contact Details**

#	AIC Locations	Detailed Address	Contact Person & Mobile No.
1	New Delhi (HO)	Agriculture Insurance Company of India Ltd, Head Office, Plate B& C, 5 <sup>th</sup> Floor, Block-1, East Kidwai Nagar, New Delhi - 110 023	Mr. Amit Arora, <a href="mailto:aarora@aicofindia.com">aarora@aicofindia.com</a> , Mobile No. 9711832934 Landline: 011-24600562
2	Ahmedabad	Agriculture Insurance Company of India Ltd, Ahmedabad Regional Office, 1 <sup>st</sup> Floor, Jeevan Vikas Bldg, Opp Jhansi Ki Rani Statue, Satellite Road, Ahmedabad-380 015	Ms. Bhoomi Jayeshbhai Shah <a href="mailto:bhoomijs@aicofindia.com">bhoomijs@aicofindia.com</a> Mob No: 8905106125 Landline: 07926472605
3	Bangalore	Agriculture Insurance Company of India Ltd, Bangalore Regional Office, 3 <sup>rd</sup> Floor, Karnataka Pradesh Krishik, Samaj No. 18, Nrupatunga Road, Hudson Circle, Bangalore - 560 001	Mr. J. M. Shahbaz Ahmed <a href="mailto:jsahmed@aicofindia.com">jsahmed@aicofindia.com</a> Mob No: 9740403340 Landline: 08022115395
4	Bhopal	Agriculture Insurance Company of India Ltd, Bhopal Regional Office, Jeevan Shikha Building, Opp.-Gaytri Mandir, 60-B, Hoshangabad Road, Bhopal, Madhya Pradesh-462013	Mr. Nirmod Kumar, <a href="mailto:nirmodk@aicofindia.com">nirmodk@aicofindia.com</a> Mob No: 9654437489 Landline: 07554026105
5	Bhubaneswar	Agriculture Insurance Company of India Ltd, Bhubaneswar Regional Office, The Mother, 1 <sup>st</sup> Floor, Plot No - 87, Satya Nagar, Bhubaneswar- 751 007	Ms. Shilpi Mishra, <a href="mailto:shilpim@aicofindia.com">shilpim@aicofindia.com</a> Mob No: 9903373243 Landline: 06742570023
6	Chandigarh	Agriculture Insurance Company of India Ltd, Chandigarh Regional Office, Cabin No 7,3rd Floor, Agro Mall,Sector 20, Panchkula, Chandigarh - 134117	Mr. Anoop Jandu, <a href="mailto:anoopj@aicofindia.com">anoopj@aicofindia.com</a> Mob No: 9501977009
7	Chennai	Agriculture Insurance Company of India Ltd, Chennai Regional Office, 1 <sup>st</sup> Floor, Andhra Insurance Building, Old No. 156 (New No. 323), Thambu Chetty Street, Parry's Corner, Chennai-600 001	Ms. Hymavathe N., <a href="mailto:hymavatheen@aicofindia.com">hymavatheen@aicofindia.com</a> Mob No: 9443452970 Landline: 04443403409
8	Dehradun	Agriculture Insurance Company of India Ltd, Dehradun Regional Office, 56, Rajpura Road, behind Hotel Classic, Dehradun-248 001	Mr. Ravi Pandey, <a href="mailto:ravip@aicofindia.com">ravip@aicofindia.com</a> Mob No: 9927511072 Landline: 01352740244
9	Guntur	Agriculture Insurance Company of India Ltd, Guntur Regional Office, Door No. 31-14-1179, 3 <sup>rd</sup> Floor, 14/1, Arundelpet, Guntur City-522002	Mr. G. G. Raju, <a href="mailto:ggraju@aicofindia.com">ggraju@aicofindia.com</a> Mob No.: 9490222823 Landline: 08632233565



**Location wise Contact Details**

#	AIC Locations	Detailed Address	Contact Person & Mobile No.
10	Guwahati	Agriculture Insurance Company of India Ltd, Guwahati Regional Office, 3 <sup>rd</sup> Floor, House No. 160, Rajgarh Road, Guwahati-781 007	Mr. Nayan Jyoti Phukan, <a href="mailto:nayanjp@aicofindia.com">nayanjp@aicofindia.com</a> Mob No: 8811093975 Landline: 03612462315
11	Hyderabad	Agriculture Insurance Company of India Ltd, Hyderabad Regional Office, 8 <sup>th</sup> Floor, United India Insurance Towers, Basheerbagh, Hyderabad- 500 029	Mr. M. Vijay Kumar, <a href="mailto:mokkalavk@aicofindia.com">mokkalavk@aicofindia.com</a> Mob No: 9502405885 Landline: 04023240235
12	Jaipur	Agriculture Insurance Company of India Ltd, Jaipur Regional Office, 4 <sup>th</sup> Floor, Sanghi Upasana Towers, C-98, Subhash Marg, C-Scheme, Jaipur-302 001	Mr. Sudhir Dogra, <a href="mailto:sudhird@aicofindia.com">sudhird@aicofindia.com</a> Mob No: 9876386891 Landline: 01414042995
13	Kolkata	Agriculture Insurance Company of India Ltd, Kolkata Regional Office, 5 <sup>th</sup> Floor, OM Towers, 32 Chowringhee Road, Kolkata-700 071	Mr. Saurav Gupta, <a href="mailto:sauravg@aicofindia.com">sauravg@aicofindia.com</a> Mob No: 9007571376 Landline: 03322882666
14	Lucknow	Agriculture Insurance Company of India Ltd, Lucknow Regional Office, 5 <sup>th</sup> Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow-226 001	Mr. Manish Kumar Singh, <a href="mailto:manishks@aicofindia.com">manishks@aicofindia.com</a> Mob No: 7415362247 Landline: 05222612627
15	Mumbai	Agriculture Insurance Company of India Ltd, Mumbai Regional Office, 20 <sup>th</sup> Floor, Bombay Stock Exchange Building, Dalal Street, Mumbai- 400 023	Mr. C. D. Bamble, <a href="mailto:cdbamble@aicofindia.com">cdbamble@aicofindia.com</a> Mob No: 9757282462 Landline: 02261710906
16	Patna	Agriculture Insurance Company of India Ltd., Patna Regional Office, 1 <sup>st</sup> Floor, Yunus Corporate, Near Swikriti Appartment, S.P. Verma Road, Patna -800 001	Mr. Shubhendu Dutta, <a href="mailto:shubhendud@aicofindia.com">shubhendud@aicofindia.com</a> Mob No: 9031333359 Landline: 06122216046
17	Raipur	Agriculture Insurance Company of India Ltd, Raipur Regional Office, Jeevan Prakash, Jeevan Bima Marg, Pandri, Raipur- 492 004	Mr. Harapatil Sachin Kashinath, <a href="mailto:hpskashinath@aicofindia.com">hpskashinath@aicofindia.com</a> Mob No: 7389119953 Landline: 07714316024
18	Ranchi	Agriculture Insurance Company of India Ltd, Ranchi Regional Office, 1 <sup>st</sup> Floor, Tara Tower Radium Road, Cutchery Chowk, Ranchi-834 001	Mr. Ashish Amit Toppo, <a href="mailto:ashisht@aicofindia.com">ashisht@aicofindia.com</a> Mob No: 8340493164 Landline: 06516571147
19	Thiruvananthapuram	Agriculture Insurance Company of India Ltd, Thiruvananthapuram Regional Office, 8 <sup>th</sup> floor, Carmel Towers, Cotton Hill PO- Vazhuthacaud, Thiruvananthapuram-695 014	Mr. Vimal C. V., <a href="mailto:vimalcv@aicofindia.com">vimalcv@aicofindia.com</a> Mob No: 8891223393 Landline: 04712334493



**g. Annexure 07 - Undertaking for compliance with the CVC circular no. 02/02/2015**

(Letter to the Company on the Service Provider's letterhead)

**UNDERTAKING BY BIDDER**

Date:

To,

Deputy General Manager  
Infotech Department  
Agriculture Insurance Company of India Limited,  
Plate B & C, 5th Floor, Block-1, East Kidwai Nagar,  
New Delhi - 110 023

Dear Sir,

SUB: "RFP for Supply and Installation of MS OFFICE 365 at AIC HO & RO's"

RFP Number - INFOTECH PROJECT/O365/01.01.2019

With reference to the above RFP, we agree to fully comply with the CVC circular no. 02/02/2015 dated 25.02.2015, having gone through the said Circular and we also agree to sign an Integrity Pact with AIC. In case, we do not sign the Integrity Pact or for any reason whatsoever refuse to sign the Integrity Pact or fail to comply with the CVC circular No. 02/02/2015 dated 25.02.2015, our bid shall be liable to be rejected without assigning any further reason.

Signature and seal of authorized person

Date:

Place:



**h. Annexure 08 - Commercial Bid Format**

**COMMERCIAL BID**

(To be included in Commercial Proposal Envelope)

Dear Sir,

" RFP for Supply and Installation of MS OFFICE 365 at AIC HO & ROs " Reference Number: INFOTECH PROJECT/O365/01.01.2019

In terms of the above-mentioned RFP document we submit herewith the commercial bid (fees) for the assignment proposed by AIC as Service Provider.

<b>Cost of New License/Renewal</b>				
Unit Cost (a1)	Taxes (b1)	Total Unit cost including all Taxes (c1) [(c1) = (a1) + (b1)]	QTY (d1)	Total Cost of New License/Renewal including all Taxes <b>(I)</b> [(I) = (c1) x(d1)]
			437	

<b>Cost of Installation (One Time Charge only applicable for new licenses installation)</b>				
Unit Cost (a2)	Taxes (b2)	Total Unit cost including all Taxes (c2) [(c2) = (a2) + (b2)]	QTY (d2)	Total Cost of Installation including all Taxes <b>(II)</b> [(II) = (c2) x(d2)]
			387	

SL	Particulars	Period	Total Cost of New License/Renewal including all Taxes <b>(I)</b>	Total Cost of Installation including all Taxes <b>(II)</b>	Total Amount (Rs.) <b>(I+II)</b>
1	Supply and Successful installation of New Licenses & Renewal of existing Licenses	Year 1			
<b>Total Bid Amount including all Taxes (in figure)</b> [THIS AMOUNT SHALL BE CONSIDERED FOR COMMERCIAL EVALUATION TO ARRIVE AT L1 RATES]					

**Total Amount (in words):** \_\_\_\_\_



For the purpose of L-1 commercial evaluation, only the Total Bid Amount including all Taxes (in figure) will apply.

We agree that the no. of Licenses may be increased or decreased as per AIC's Requirement.

Terms and Conditions -

- 1) The above quoted fee is for all the phases as laid out in RFP.
- 2) We undertake to deliver all the deliverables as in RFP document.
- 3) AIC will deduct tax (TDS) while releasing payment, as applicable in law.
- 4) The Payment shall be made only after the validity is renewed & is being reflected on online Microsoft Portal.
- 5) Kindly note if the bidder fails to provide the supply/renewal as per rate mentioned in commercial bid. In such an event, EMD/PBG may be Forfeited by AIC.

(Signature)

(In the capacity of)

Duly authorized to sign Proposal for and on behalf of



## **i. Annexure 09 - Draft Contract**

This CONTRACT (hereinafter called the "Contract") is made on \_\_ day of the \_\_\_\_\_ of, 2019, between

AGRICULTURE INSURANCE COMPANY OF INDIA LIMITED a Company registered under the Companies Act, 1956, having its Registered Office at Head Office: Plate B& C, 5<sup>th</sup> Floor, Block-1, East Kidwai Nagar, New Delhi - 110 023. (hereinafter referred to as "Company"),

Represented by: \_\_\_\_\_, Office at the same address, who is duly authorized to execute this Agreement, of the FIRST PART,

AND

\_\_\_\_\_ a Company registered under the Companies Act 1956 & Companies Act, 2013 having its Registered Office at \_\_\_\_\_ (hereinafter referred to as "service provider for comprehensive information and cyber security assurance audit", which expression includes its successors, administrators and assigns),

Also, at Address:

Represented by: \_\_\_\_\_, Office at the same address, who is duly authorized to execute this Agreement, of the SECOND PART,

WHEREAS

The Service Provider/ Bidder, having represented to the Company that he has the required professional skills, personnel and technical resources, has offered to provide the necessary services in response to the Tender Notice (INFOTECH PROJECT/O365/01.01.2019) issued by the Company;

(a) The Company has accepted the offer of the Service Provider to provide the services on the terms and conditions set forth in this Contract.

NOW, THEREFORE, IT IS HEREBY AGREED between the Parties as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

(a) The General Conditions [GC] of Contract;

(b) The Special Conditions [SC] of Contract;

(c) The following Appendices:

Appendix A: Description of Services

Appendix B: Reporting Requirements



Appendix C: Total Cost of Services

(d)RFP for SUPPLY AND INSTALLATION OF MS OFFICE 365 AT AIC HO & RO dated 01.01.2019 as issued by the Company and Signed by service provider.

2. The mutual rights and obligations of the Company and the service provider shall be as set forth in the RFP and the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as on the day and year first above written.

Signed by:

FIRST PARTY	SECOND PARTY
<b>AGRICULTURE INSURANCE CO. OF INDIA LTD. (AIC)</b>	<b>SERVICE PROVIDER</b>
Authorized Representative:	Authorized Representative:
(Signature)	(Signature)
Name:	Name:
Designation:	Designation:

WITNESSES:	
1.	1.
Name:	Name:
Designation:	Designation:

2.	2.
----	----



Name:	Name:
Designation:	Designation:

## I. GENERAL CONDITIONS [GC] OF CONTRACT

### 1. General Terms and Conditions

The Service Provider shall abide by the Terms & Conditions as set forth in the RFP and this contract. The original bill/ invoice for the services rendered must be furnished along with the prices thereof. If any abnormality/ irregularity is detected at any time in respect of the above, AIC shall have the right to take appropriate action against the Service Provider in accordance with the terms of RFP and this contract.

### 2. Application

For the purpose of the Purchase Order, the purchaser is:

**Agriculture Insurance Company of India Ltd. (AIC)**  
**Head Office: Plate B& C, 5th Floor, Block-1, East Kidwai Nagar,**  
**New Delhi - 110 023.**  
**Ph +91 11 24600444**

Email - [hoinfotechgroup@aicofindia.com](mailto:hoinfotechgroup@aicofindia.com)

### 3. Standards

The services and reports under the contract shall conform to the standards mentioned in the RFP as well as the Technical Bid submitted by the Service Provider and/ or agreed between AIC and the Service Provider.

### 4. Terms and Conditions

#### 4.1 Performance Security

Within 15 days after the receipt of Notification of Award of the Contract from AIC, the SP shall submit Performance Security equivalent to \_\_\_\_\_ i.e. 10% of Total value of the contract \_\_\_\_\_ Performance Security was furnished in the form Bank Guarantee from \_\_\_\_\_ (Name of the Bank).

#### 4.2. Payments

The SP shall be bound by the payment terms mentioned in the RFP. The financial bid submitted by the SP must be in conformity with the payment terms mentioned in the RFP. Any deviation from the proposed payment terms shall not be accepted. AIC shall have the right to withhold any payment due to the SP, in case of delays or defaults on the part of the





SP. Such withholding of payment shall not amount to a default on the part of AIC. All payments shall be made to SP for all services performed in accordance with the RFP and this Contract.

#### **4.3. Mode of Payment**

- i. AIC shall make all payments only through Electronic Payment mechanism (viz. ECS). SP shall provide the following details to AIC: Account Number and Type of Bank account (Current / Savings/ Cash Credit);
- ii. IFSC / NEFT Code (11-digit code) / MICR code, as applicable, along with a cancelled Cheque leaf;
- iii. Permanent Account Number (PAN) under Income Tax Act;
- iv. Goods and Service Tax Registration Number;
- v. E-mail address and contact details of the SP / authorized official (for receiving the updates on status of payments).

#### **4.4. Currency of Payments**

Payment shall be made in Indian Rupees (INR) only.

#### **4.5. Delay in SP's Performance**

- i. Any unexcused delay by the SP in the performance of its obligations, shall render the SP liable to any or all of the following sanctions: forfeiture of his performance security;
- ii. imposition of liquidated damages and/or
- iii. termination of the contract for default.
- iv. If at any time during performance of the contract, the SP should encounter conditions impeding timely performance of services, the SP shall promptly notify AIC in writing of the fact of delay, its likely duration and cause(s), before the scheduled delivery date. AIC shall evaluate the situation after receipt of the SP's notice and may at their discretion extend the SP's time for delivery, in which case the extension shall be ratified by the parties in writing or by amendment of the contract. If the SP's request for delay in the implementation of the Solution and performance of services is not found acceptable to AIC, the above-mentioned clause would be invoked.

#### **4.6. Duration of Contract**

This contract shall be valid for a period of one year. The contract may be further extended at the sole discretion of AIC for a 12 months or further period.

The prices for the additional period will be mutually agreed with the SP.



The contract period will commence from the date of the PO.

#### **4.7. Completeness of the Project**

The project may be deemed as incomplete if the desired objectives of the project as specified in RFP: INFOTECH PROJECT/O365/01.01.2019 - Scope of Work, are not achieved.

#### **4.8. Indemnity**

Clause 27 - Indemnity of the RFP shall apply mutatis mutandis to the parties hereto.

#### **4.9. Publicity**

Any publicity by the SP in which the name of AIC is to be used, shall be done only with the express written permission of AIC.

#### **4.10. Solicitation of Employees**

Both the parties agree not to hire, solicit, or accept solicitation (either directly, indirectly or through a third party) for their employees directly involved in this contract during the period of the contract and one year thereafter, except as the parties may agree on a case-by-case basis. The parties agree that for the period of the contract and one year thereafter, neither party will cause or permit any of its direct or outsourced employees who have knowledge of the contract to directly or indirectly solicit for employment the key personnel working on the project contemplated in the RFP except with the written consent of the other party. The above restriction would not apply to either party for hiring such key personnel who:

- i. Initiate discussions regarding such employment without any direct or indirect solicitation by the other party;
- ii. Respond to any public advertisement placed by either party or its affiliates in a publication of general circulation; or
- iii. Has been terminated by a party prior to the commencement of employment discussions with the other party.

#### **4.11. Liquidated Damages**

- i. The parties hereby agree that, in the circumstances elaborated below, the amount specified hereunder shall be construed as reasonable estimate of liquidated damages to be paid by the Service Provider to AIC, without prejudice and in addition to the other relevant provisions stated in these Terms and Conditions.
- ii. The amount of liquidated damages under this Contract shall not exceed 10% of the total value of the Commercial and will be applicable for reasons attributable to the SP;
- iii. The liquidated damages shall be applicable under the following circumstances:
  - a. If the service is not provided as per schedule for reasons attributable to the SP, the Service Provider shall be liable to pay penalty as mentioned in Clause 19 of RFP;



- b. If the services are not acceptable to AIC and defects so pointed out by AIC to the SP are not rectified to the satisfaction of AIC within 30 days of the receipt of the notice, the Service Provider shall be liable for Liquidated Damages for an amount equal to 1% of the total cost of that particular Service for every week or part thereof for the delay.

#### **4.12. Confidentiality**

Clause 26 - Confidentiality of the RFP shall apply mutatis mutandis to the parties hereto.

#### **4.13. Force Majeure:**

##### **4.13.1 Definition**

- i. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government Agencies.
- ii. Force Majeure shall not include:
- Any event which is caused by the negligence or intentional action of a Party or by or of such Party's Sub-Consultants or Agents or Employees, nor
  - Any event which a diligent Party could reasonably have been expected both to take into account at the time of execution of this Contract and avoid or overcome in the carrying out of its obligations hereunder.
- iii. Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

##### **4.13.2 No Breach of Contract**

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

##### **4.13.3 Measures to be Taken:**

- i. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.



- ii. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than seven (7) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- iii. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- iv. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service provider, upon instructions by the Company, shall either:
  - demobilize; or
  - continue with the Services to the extent possible, in which case the service provider shall continue to be paid proportionately and on prorata basis, under the terms of this Contract.
- v. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to hereinbelow.

#### **4.14. Resolution of disputes**

AIC and the SP shall make every effort to resolve amicably, by direct informal discussions between the respective project managers of AIC and the SP, any disagreement or dispute arising between them under or in connection with the contract. If AIC project manager and the SP project manager are unable to resolve the dispute they shall immediately escalate the dispute to the senior authorized personnel designated by the SP and AIC respectively. If after thirty days from the commencement of such discussions between the senior authorized personnel designated by the SP and AIC, AIC and the SP have been unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution through formal arbitration. All questions, claims, disputes, or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator acceptable to both parties failing which the number of arbitrators shall be three, with each side to the dispute being entitled to engage one arbitrator. The two arbitrators engaged by the parties shall engage a third arbitrator who shall act as the presiding arbitrator. The Arbitration and Conciliation Act,1996 or any statutory modification thereof shall apply to the arbitration proceedings and the venue of the arbitration shall be New Delhi. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at New Delhi alone shall have the jurisdiction in respect of all matters connected with the Contract. The arbitration award shall be final, conclusive, and binding upon the Parties and judgment may be entered thereon, upon the application of either Party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.



#### **4.15. Waiver**

No failure or delay on the part of either party relating to the exercise of any right power privilege or remedy provided under the RFP document or subsequent agreement with the other party shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right, power, privilege or remedy preclude any other or further exercise of such or any other right, power, privilege or remedy provided in the RFP document all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or inequity.

#### **4.16. Violation of terms**

AIC clarifies that AIC shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the SP from committing any violation or enforce the performance of the covenants, obligations and representations contained in the RFP document. These injunctive remedies are cumulative and are in addition to any other rights and remedies AIC may have at law or in equity, including without limitation a right to claim for recovery of any amounts and related costs and a right to sue for damages. The remedies contemplated in this clause shall of course be subject to the Arbitration and Conciliation Act, 1996 together with all statutory amendments.

#### **4.17. Termination of Contract**

Clauses 28, 29 and 30 pertaining to termination of contract of the RFP shall apply mutatis mutandis to the parties hereto.

#### **4.18. Termination for Convenience**

In addition to Clause 4.17, either party may, by 30 calendar days written notice sent to the other party, terminate the contract, in whole or in part at any time of their convenience. The notice of termination shall specify the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

#### **4.19. Information Ownership**

All information processed, stored, or transmitted by SP equipment belongs to AIC. By having the responsibility to maintain the equipment, the SP does not acquire implicit access rights to the information or right to store or distribute the information. The SP understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately. Notwithstanding anything stated to the contrary under this Contract AIC will own the final deliverables submitted to AIC. However, SP will continue to retain rights in the materials SP brings in under the Contract.

#### **4.20. Governing Language**

The contract shall be written in the language of the bid i.e. English. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be



written in that same language. English Language version of the contract shall govern its implementation.

#### **4.21. Applicable Law**

The contract shall be interpreted in accordance with the Indian Laws for the time being in force and will be subject to the exclusive jurisdiction of Courts at Delhi (with the exclusion of all other Courts).

#### **4.22. Deduction**

Payments shall be subject to deductions (such as TDS), as per law, of any amount, for which the SP is liable under the agreement against the RFP.

#### **4.23. Taxes and Duties**

As specified in the RFP (INFOTECH PROJECT/O365/01.01.2019) document.

#### **4.24. No Claim Certificate**

The SP shall not be entitled to make any claim whatsoever against AIC under or by virtue of or arising out of this contract, nor shall AIC entertain or consider any such claim, if made by the SP after he shall have signed a "No Claim" certificate in favour of AIC in such forms as shall be required by AIC after all payments due to the SP are made in full.

#### **4.25. Intellectual Property Right (IPR): -**

The SP including its personnel/employees shall not unauthorized 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 SP 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 except for the sole purpose of performance of SP's obligation under this Contract.

#### **4.26. Rights reserved by AIC**

i. AIC reserves the right to verify the validity of information given by the SP. If at any future point of time, it is found that the SP had made a statement, which is factually incorrect, AIC shall have the right to debar the SP from bidding prospectively for a period to be decided by AIC and take any other action as maybe deemed necessary.

ii. AIC reserves the right to issue a fresh RFP for \_\_\_\_\_ Services & appoint another SP at any time during the validity of the contract period with the SP.

#### **4.27. Subcontracting**

Subcontracting is not allowed.

## **II. APPENDICES TO THE CONTRACT**

### **APPENDIX A - DESCRIPTION OF SERVICES**



The Detailed Role and responsibilities, General Conditions for execution of work, Scope of Work as defined in the RFP INFOTECH PROJECT/O365/01.01.2019 document.

**APPENDIX B - REPORTING REQUIREMENTS**

As specified in the RFP Document, and such other related Reports which may be required by the Company \_\_\_\_\_. The other modalities regarding submission, presentation, modification, and finalization of Reports are also specified in the RFP Document.

**APPENDIX C - TOTAL COST OF SERVICE**

In terms of the above-mentioned RFP document we submit herewith the commercial bid (fees) for the assignment proposed by AIC as Service Provider.

<b>Cost of New License/Renewal</b>				
Unit Cost (a1)	Taxes (b1)	Total Unit cost including all Taxes (c1) [(c1) = (a1) + (b1)]	QTY (d1)	Total Cost of New License/Renewal including all Taxes <b>(I)</b> [(I) = (c1) x(d1)]
			437	

<b>Cost of Installation (One Time Charge only applicable for new licenses installation)</b>				
Unit Cost (a2)	Taxes (b2)	Total Unit cost including all Taxes (c2) [(c2) = (a2) + (b2)]	QTY (d2)	Total Cost of Installation including all Taxes <b>(II)</b> [(II) = (c2) x(d2)]
			387	

SL	Particulars	Period	Total Cost of New License/Renewal including all Taxes <b>(I)</b>	Total Cost of Installation including all Taxes <b>(II)</b>	Total Amount (Rs.) <b>(I+II)</b>
1	Supply and Successful installation of New Licenses & Renewal of existing Licenses	Year 1			
<b>Total Bid Amount including all Taxes (in figure)</b> [THIS AMOUNT SHALL BE CONSIDERED FOR COMMERCIAL EVALUATION TO ARRIVE AT L1 RATES]					



**Total Amount (in words):** \_\_\_\_\_

For the purpose of L-1 commercial evaluation, only the Total Bid Amount including all Taxes (in figure) will apply.

We agree that the no. of Licenses may be increased or decreased as per AIC’s Requirement.

**Terms and Conditions -**

- 1) The above quoted fee is for all the phases as laid out in RFP.
- 2) We undertake to deliver all the deliverables as in RFP document.
- 3) AIC will deduct tax (TDS) while releasing payment, as applicable in law.
- 4) The Payment shall be made only after the validity is renewed & is being reflected on online Microsoft Portal.
- 5) Kindly note if the bidder is fails to provide the supply/renewal as per rate mentioned in commercial bid. In such an event, EMD/PBG may be Forfeited by AIC.

**Payment terms**

The terms of the payment will be as under:

Payment shall be made after supply and successful installation/renewal of MS office 365 at AIC HO & RO and licences are being reflected along with validity in Microsoft online portal. No Advance payment for milestones. All payments are subject to deduction of TDS as applicable from time to time.

**Kindly note if the bidder is fails to provide the supply/renewal as per rate mentioned in commercial bid. In such an event, EMD/ PBG may be Forfeited by AIC.**

**Penalty Clause**

AIC will reserve the right to deduct from the total awarded amount to be paid to the consultant in the event of the following:

Reason	1 <sup>st</sup> Instance	2 <sup>nd</sup> Instance	3 <sup>rd</sup> Instance
Non-Compliance or Delay in Supply installation / renewal of MS office licences in HO/ROs.	2%	5% (Less 2% deducted in the first instance)	10% (Less 5% deducted in the second instance)