



REQUEST FOR PROPOSAL (RFP)  
FOR  
SELECTION OF SERVICE PROVIDER  
FOR  
COMPREHENSIVE INFORMATION AND CYBER SECURITY ASSURANCE AUDIT

**Information Technology Department**

Agriculture Insurance Company of India Ltd. (AIC)

Plate B&C, Fifth Floor,  
Block 1, East Kidwai Nagar  
New Delhi -110023

This document is the property of Agriculture Insurance Company of India Limited (AIC). It may not be copied, distributed or recorded on any medium, electronic or otherwise, without AIC's written permission. Use of contents given in this document, even by the authorized personnel/agencies for any other purpose other than the purpose specified herein, is strictly prohibited as it shall amount to copyright violation and thus shall be punishable under the Indian law.



**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.



## DISCLAIMER

The Company and/or its employees disclaim all liability from any loss or damage, whether foreseeable or not, suffered by any bidder/person acting on or refraining from acting because of any information including statements, forecasts, estimates or projections contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of Company and/or any of its officers, employees.

This document is not an offer made by AIC but an invitation for response based on which the Company may further evaluate the response or call for more responses from other bidders. The Company has the right to ask for other competitive bids and can award any part or complete work to another bidder whomsoever they feel eligible for the same, taking into consideration the price and quality.



1 Contents

1. INTRODUCTION&OBJECTIVES.....	7
2. INVITATION.....	18
3. SCHEDULE OF EVENTS .....	18
4. DEFINITIONS .....	21
5. RFP DOCUMENT.....	21
6. SCOPE OF WORK .....	22
7. CONFLICT OF INTEREST .....	24
8. BIDDERS ELIGIBILITY CRITERIA .....	25
9. SELECTION CRITERIA .....	26
10. BID VALIDITY PERIOD .....	26
11. SUBMISSION OF BIDS.....	27
12. LATE BIDS.....	27
13. FORMAT AND SIGNING OF THE BIDS.....	27
14. OPENING OF BIDS .....	28
15. CLARIFICATION OF BIDS .....	28
16. EARNEST MONEY DEPOSIT (EMD) .....	29
17. ADDRESS FOR COMMUNICATION .....	30
18. NON-TRANSFERABLE RFP .....	30
19. SOFT COPY OF RFP DOCUMENT.....	30
20. REJECTION OF BIDS .....	30
21. DEBARMENT FROM BIDDING .....	31
22. AWARD OF CONTRACT .....	31
23. SIGNING OF CONTRACT.....	31
24. LEGAL COMPLIANCE .....	32
25. AMENDMENT TO CONTRACT .....	32
26. GENERAL TERMS AND CONDITIONS .....	32
27. APPLICATION .....	34
28. STANDARDS .....	34
29. GOVERNING LANGUAGE .....	34
30. APPLICABLE LAW.....	34
31. NOTICE.....	34
32. OTHER TERMS .....	35
33. RIGHT TO ALTER QUANTITIES – .....	35
34. USE OF CONTRACT DOCUMENTS AND EXECUTION.....	36



35. INDEMNITY .....	36
36. SUSPENSION .....	39
37. TERMINATION.....	39
38. PERFORMANCE BANK GUARANTEE (PBG) .....	41
39. DELAY IN BIDDER’S PERFORMANCE .....	42
40. LIQUIDATED DAMAGES .....	42
41. FORCE MAJEURE .....	43
42. ACCOUNTING, INSPECTION AND AUDITS. ....	44
43. PRICES.....	44
44. PROFESSIONAL FEES/ CHARGES .....	45
45. NON-NEGOTIABILITY ON RFP .....	45
46. ASSIGNMENT .....	46
47. SUBCONTRACTING .....	46
48. CONTRACT PERIOD.....	46
49. DELAYS IN DESIGN, IMPLEMENTATION AND PERFORMANCE GUARANTEE .....	47
50. PUBLICITY.....	48
51. PRIVACY AND SECURITY SAFEGUARDS .....	48
52. CONFIDENTIALITY .....	48
53. ADHERENCE TO TERMS AND CONDITIONS .....	52
54. OBLIGATION OF AIC .....	52
55. PROFESSIONALISM.....	52
56. STANDARD OF PERFORMANCE.....	53
57. AUTHORIZED SIGNATORY .....	53
58. APPLICABLE LAWS AND JURISDICTIONS .....	53
59. COLLUSIVE CONDUCT.....	53
60. FRAUD AND CORRUPTION .....	54
61. SETTLEMENT OF DISPUTES .....	54
62. CONFLICT OF INTEREST .....	55
63. EXIT MANAGEMENT.....	55
64. PAYMENT TERMS .....	56
65. PENALTY CLAUSE.....	56
68. TIME PERIOD FOR COMPLETION OF ASSIGNMENT .....	57
66. MISCELLANEOUS TERMS AND CONDITIONS AND PROVISIONS.....	57
67. LIMITATION OF LIABILITY: .....	59



68. FAIRNESS AND GOOD FAITH.....	59
69. NORMALIZATION OF BIDS .....	60
70. INSTRUCTIONS TO BIDDER .....	60
71. SUBMISSION OF DOCUMENTS IN THE BIDS .....	61
72. SIGNING OF RFP BIDS .....	63
73. SUBMISSION OF BIDS .....	63
74. REJECTION OF BIDS .....	65
75. DEBARMENT FROM BIDDING .....	66
76. AWARD OF CONTRACT .....	66
77. SIGNING OF CONTRACT.....	67
78. LEGAL COMPLIANCE .....	67
79. ANNEXURES .....	69
80. INSTRUCTIONS FOR E-TENDERING .....	87



## 1. Introduction & Objectives

### 1.1 About 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 20th 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 1st 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 AIC 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 modeled our resource pattern in accordance with those economic compulsions. Accordingly, to keep our management costs to the ground, AIC functions with only around 300 employees on the rolls but insures around 25 million farmers. We operate out of 18 Regional Offices only but deal with around 150 thousand Bank Branches & Primary Agricultural Co-op. Societies at the grassroots level.

### 1.2 Purpose

The Company invites Request for Proposal (RFP) from bidders of repute and proven track record for conducting COMPREHENSIVE INFORMATION AND CYBER SECURITY ASSURANCE AUDIT including Vulnerabilities and Penetration Tests (VAPT) for IT Projects as per IRDAI "Guidelines on Information and Cyber Security" vide the circular No. IRDA/IT/GDL/MISC/082/04/2017 dated 07.04.2017 & IRDA/IT/CIR/MISC/301/12/2020 dated 29.12.2020.

### 1.3 Current IT landscape at AIC

AIC is presently using an IT Systems Solution, titled SEWA, which has been developed with the help of a technology partners. SEWA is an end-to-end, web-based, integrated, online project and covers the whole gamut of IT needs of AIC.



SEWA is architected as a seamlessly integrated eco-system to provide a single view of data in an info secure environment. All Applications and Databases are hosted centrally at a Data Center and mirrored at a Disaster Recovery Center, located in different seismic zones. All AIC touch points are tightly coupled over the secure high-speed MPLS network.

The backbone IT infrastructure of the Company is located at the Data Centre at Bangalore and Disaster Recovery Centre at Noida, UP (both Sify facilities on lease/Collocated Data Centre Facilities).

#### A) Current InfoTech Project “SEWA”

AIC is going ahead with InfoTech Project “SEWA”. SEWA consists of a bouquet of applications and services which has been developed/customized/procured on cutting edge technology catering to the varied and agile business needs to AIC and will invigorate AIC’s control over its IT enablement. The Implementation vendor is M/s WIPRO. The brief components/Solutions are as below-

Solution Component	Technology/Tool
Core Insurance Solution	Java (Bespoke)
External Portals (Channel Partner, Farmer and Field Investigator)	Java (Bespoke)
Web Server	IBM Http Server
JEE Application Server	IBM Websphere Application Server
Mobile Application (Channel Partner, Farmer and Field Investigator)	Hybrid application using IBM Mobile First Platform
Transaction Data Store	MySQL Enterprise Edition
Reporting & Dashboard	Jasper BI
BI Reporting	Oracle Business Intelligence (Existing solution)
Document Management	NewGen OmniDocs
BPM & Workflow	NewGen BPS
Scanning	NewGen OmniScan
Rules Engine	Drools
Integration – API Gateway	Armure API Gateway
Integration – ESB	IBM Integration Bus





<b>2 Factor Authentication</b>	Armure Authentication Manager
<b>ETL</b>	Talend Data Integration
<b>Job Scheduling</b>	BMC Control-M
<b>Data Archival</b>	Virmati Data Archival & Retrieval Solution
<b>Enterprise Management</b>	BMC Enterprise Management – Remedy for ITSM, Discovery (ADDM), Truesight Operation Manager (monitoring), Server Automation, Client Management
<b>Application Performance Management</b>	Appnomics AppsOne

Below are the Hardware details for DC & DR site under Project SEWA.

#### DC H/W Details

- i. C5108 Chassis
- ii. CISCO UCS C240 M4S
- iii. SAN Switches
- iv. NetApp 8060 Storage
- v. SL150 Library
- vi. UCS B200 M4 (Blade Servers)
- vii. Palo Alto 5050
- viii. Arbor APS 2600
- ix. Imperva DAM (4510)
- x. SIEM Logger
- xi. HSM
- xii. Array AVX 3600

#### DR Hardware Details

- i. UCS C5108 Chassis
- ii. CISCO UCS C240 M4S
- iii. SAN Switches
- iv. NetApp 8060 Storage
- v. SL150 Library
- vi. UCS B200 M4 (Blade Servers)
- vii. Palo Alto 5050
- viii. Arbor APS 2600
- ix. Imperva DAM (4510)
- x. SIEM Logger
- xi. HSM
- xii. Array AVX 3600

**The details of Security Components implemented under Project “SEWA” are as follows:**



- a) **Database Firewall** - Monitors and analyze database activity to detect unusual behavior.
- b) **Security Information and Event Management (SIEM)** – It provides real-time analysis of security alerts generated by network hardware and applications. The SIEM solution can handle 20000 sustained EPS scalable up to 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 runs on any available hardware appliance/ and solution can run correlation, advance correlation, real time correlation, historic correlation analytics like User behavior analytics, application analytics on same single box. SIEM is rated on sustained EPS and not on peak EPS so that it may handle any burst or spike without dropping logs. SIEM solution is in Gartner’s magic quadrant for at least 5 years.
- c) **Distributed Denial of Service (DDoS)** - Dedicated DDoS Mitigation device handles any kind of multi-vector DDoS attacks. DDoS solution supports syn-cookie, syn-auth, http challenge-response, DNS challenge response, full IPv6 support, SSL attack mitigation and IP reputation service support. It supports L2 and L3 mode of deployment. DDoS solution is a dedicated standalone solution and is not an integrated part of firewall, IPS, load-balancer etc., It supports REST-full API to be integrated with 3rd party management/SIEM solutions.
- d) **Next Generation Firewall** - Monitors and controls the incoming and outgoing network traffic
- e) **Database Encryption** – it encrypts the data to be stored in a database -Data protection can identify known and unknown plug and play devices being connected to critical data resources. Also, the solution seamlessly integrates with Encryption which should be intelligent enough to enforce Encryption of sensitive data.
- f) **Data Loss Prevention (DLP)** - Prevents end users to send sensitive or critical information outside the corporate network- The Data Loss Prevention solution at DC and DRC as a new initiative to prevent the loss of confidential AIC data/ AIC customer information that could leak out of AIC and enables AIC to reduce the corporate risk of the unintentional or intentional disclosure of confidential information. The Data Protection solution can address the following key area:
  - i. Identify data leakage
  - ii. Protect data
  - iii. Have flexible control over Remediation of Data Leakage
  - iv. Ease of Use and Quick to Deploy
- g) **2-Factor Authentication** - Uses two step verification to provide an extra layer of security.
- h) **Hardware Security Module** - General purpose hardware security module that safeguards their encryption and digital signing keys and processes sensitive data on the trusted appliance.
- i) **Data-Centre Security** - Delivers security detection and monitoring capabilities for both physical and virtual server infrastructures.

**Indicative list of Technical Solutions, OS & Hardware for Project SEWA:**

The indicative list of Technical Solutions, Operating System, and Hardware for Project SEWA –

**TECHNICAL SOLUTIONS:**

SL	TECHNICAL SOLUTIONS	QTY
1	Electronic Operations & Compliance Solution (user based)	1
2	Data Archival & Retrieval Solution (Enterprise)	1
3	Digital Certificate	20
4	Network and Application Security User Control Platform	3
5	SIEM Tool	1
6	DDOS	3
7	Database Activity Monitoring	6
8	Data Loss Prevention	450
9	Data Base Enc	2
10	Application Change Control Solution	250
11	Multifactor Authentication	1
12	Version Control Tool	1
13	DRM	1

**OPERATING SYSTEM INSTANCES:**

SL	OPERATING SYSTEM INSTANCES	DC	DR
1	Windows	82	60
2	Linux	102	34
3	Solaris	10	10
4	Customized	09	08

**HARDWARE:**

LOCATIONS / ENVIRONMENTS / SOLUTIONS	QUANTITY
<b>Data Center (DC)</b>	
<b>Business Solutions</b>	
Servers	Blade Chassis - 5; Blade server - 39; Backup servers 2; T5-2 - 3; Dell - 12; X5-2 -6; X6-2 -4; X5-2 -01 (Phy)
Network Firewall	3
Web Gateway	1
Email Gateway	1
ORACLE nodes	8 (Count taken in servers)
Back-up Servers	3



Storage	2
Network Switches	15
<b>Technical Solutions</b>	
<b>Database Activity Monitoring</b>	
Database Firewall	2
Management Server	1
Network and Application Security User Control Platform	1
<b>SIEM</b>	
Logger appliance	1
ESM	1
Collector	1
<b>HSM</b>	
Link Load Balancers	2
Load Balancer	4
APM	1
<b>DDOS</b>	
Hardware	2
Module	2
<b>Disaster Recovery (DR)</b>	
<b>Business Solutions</b>	
Servers	Blade Chassis - 3; Blade server - 21; Backup servers - 2; T5-2 - 3; Dell - 12; X5-2 -7; X6-2 -3; X5-2 -01(Phy)
Network Firewall	1
Web Gateway	1
Email Gateway	1
ORACLE nodes	8 (count taken in servers)
Network Switches	15
Back-up Servers	3
Storage	2
DB: MS SQL Std	3
<b>Technical Solutions</b>	
<b>Database Activity Monitoring</b>	
Database Firewall	2
Management Server	1
Network and Application Security User Control Platform	1
WAN Optimization	1



<b>SIEM</b>	
Logger	1
ESM	1
Collector	1
<b>HSM</b>	
Load Balancer	2
Link Load Balancers	1
<b>DDOS</b>	
Hardware	1
Module	1

Note: The final list will be shared with Successful bidder.

**Infrastructure retained from previous IT Project i.e. “ANNAPOORNA”:**

<b>Components</b>	<b>Details</b>
Oracle Software	Oracle Database Enterprise Edition with Tuning/Diagnostics & Partitioning Packs Oracle FMS Oracle App Oracle OBIEE (Oracle Business Intelligence Enterprise Edition)
Microsoft Licenses	SharePoint Licenses
Credence-Treasury	iDeal Fund version 5.5
Oracle Hardware	Oracle Private Cloud Appliance (OPCA) SPARC T5-2 Server Storage FS1-2 Tape Library SL500
Other Hardware	CISCO switches McAfee – Antivirus and Endpoint Security, Anti-Spam & Web gateway, Antivirus Desktop, Antivirus Server
Other Software	Commvault - Backup Software

**B) HRMS Solution:**

Hardware / Software as part of infrastructure used in HRMS solution are as below:

- i) Servers at DC & DR on Oracle Private Cloud Appliance (OPCA)
- ii) Operating System – Microsoft server
- iii) Database
- iv) Storage – Oracle FS-1
- v) Backup Software

**C) Email Solution:**

The currently implemented Email Solution is Microsoft Exchange 2016 which is on premise implementation. The following is the details of Hardware deployed in DC and DR –

Components	Description
Hardware	HP DL 360 G9 Servers at DC & DR Array Load Balancer
OS	Windows 2012 standard R2
Storage	Oracle FS-1
Tape Library	Oracle SL500

**Email archival policy:**

The Email Archival is being done by the Commvault Server and Client Licenses:

Commvault Email Archival Policy		
S/No.	Policy Name	Apply To
1	Email Retention Policy	On Disk -7 Years
		On Tape - 7 Years
2	Email Archival Policy	Start Email Archival - After reach users' quota at 70%
		Stop email archival after reach quota at 50 %
3	Journaling Policy	Every 8 Hrs journaling email will be deleted
4	Schedule Policy	Schedule for Journal Mailbox: Every 8 Hrs



5	Backup Policy	Incremental every hours and full copy of backup every fortnight
---	---------------	---

**D) Video Conferencing Solution:**

S.No	Details	Description (Details of the Hardware & Software including the details of make, model, version & edition etc.)	Qty
<b>A</b>	<b>Hardware</b>		
1	MCU	Polycom RPCS 1800 with Clariti Licenses and accessories as per tender in DC/DR Mode	1
2	Firewall Traversal	Polycom RPAD / DMA edge and accessories as per tender in DC/DR Mode	1
3	Call Control and Management	Polycom DMA and Resource Manager and accessories as per tender in DC/DR Mode	1
4	Recording and Streaming hardware	Harman Media suite and accessories as per tender in DC/DR Mode	1
5	Video Conferencing Unit	Polycom Group 500 with Eagle Eye Producer and accessories as per tender	21
<b>B</b>	<b>Software</b>		
1	VC Solution	Clariti License	1
2	Firewall Traversal	Clariti License	
3	Call Control and Management	Clariti License	
4	Recording and Streaming Solution	Media Suite	1
5	Software based video conferencing solution for Mobile	Polycom Real Presence Desktop/Real Presence Mobile	150



**E) Other Security Components:**

Hardware at DC	Quantity
ArcSight SIEM Augmentation	2
Mobile Device Management	0
Privileged Identity Management	1
Information Rights Management	1
Data Classification	2
IT Security Governance Risk and Compliance	0
ArcSight SIEM Augmentation	6
Hardware Cost at DRC	Quantity
ArcSight SIEM Augmentation	2
Mobile Device Management	-
Privileged Identity Management	1
Information Rights Management	1
Data Classification	2
IT Security Governance Risk and Compliance	-
ArcSight SIEM Augmentation	<b>3</b>

Software (license) Cost at DC	Description (OEM Name, Solution Name, Version, Edition, Licensing Metrics)	Quantity
ArcSight SIEM Augmentation	Microfocus Arc Sight SIEM and SOAR Platform Software Perpetual Licens	1
Mobile Device Management	BlackBerry Spark UEM Suite Perpetual Device License	400
Privileged Identity Management	Microfocus NetIQ PIM Solution Software Perpetual License	1000
Information Rights Management	BlackBerry Spark UEM Suite Perpetual Device License	25
Data Classification	Ghanghor Cloud	1





IT Security Governance Risk and Compliance	Vendor Risk Management V5.1 Risk Register V5.1 Issues & Exception Management V5.1	1
<b>Software (license) Cost at DR</b>	<b>Description (OEM Name, Solution Name, Version, Edition, Licensing Metrics)</b>	<b>Quantity</b>
ArcSight SIEM Augmentation	Microfocus Arc Sight SIEM and SOAR Platform Software Perpetual Licens	1
Mobile Device Management	BlackBerry Spark UEM Suite Perpetual Device License	1
Privileged Identity Management	Microfocus NetIQ PIM Solution Software Perpetual License	1,000
Information Rights Management	BlackBerry Spark UEM Suite Perpetual Device License	1
Data Classification	Ghanghor Cloud	1
IT Security Governance Risk and Compliance	Vendor Risk Management V5.1 Risk Register V5.1 Issues & Exception Management V5.1	1

The brief details of Hardware with OEMs is as below:

1. 6 Physical servers in each DC and DR(OEM Lenovo).
2. 1 storage each in DC and DR (OEM Lenovo).
3. 2 Network Switches in Each DC and DR (OEM Arista).
4. 2 ESM appliances from Microfocus in DC and 1 ESM appliance in DR (Microfocus).

#### F) AWS Cloud Solutions

Proof of Concept (POC) for some AWS Cloud solutions is in process. At present 10VMs with total storage of 200TB is estimated and it may vary. AIC is in the process of procurement of cloud solutions during the Contract period of this RFP. Bidder to consider the same for Audit and VAPT process.



## 2. Invitation

The bidders are invited to submit their proposal in response to this RFP for selection of Service Provider to conduct a COMPREHENSIVE INFORMATION AND CYBER SECURITY ASSURANCE AUDIT including Vulnerabilities and Penetration Tests (VAPT) for IT Projects.

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.

## 3. Schedule of Events

General Details	
<b>RFP Number</b>	AIC/InfoTech Dept./2021/Security Audit
<b>Department Name</b>	AIC-HO Infotech Department
<b>Scope of Work</b>	As mentioned in RFP
<b>Mode of RFP Submission</b>	Online
<b>RFP Type</b>	Open
<b>Type of Contract</b>	Service
<b>Bidding Type</b>	Indigenous
<b>Base Currency</b>	INR (₹)
<b>Consortium</b>	Not Allowed
Key Dates	
<b>Document Download Start Date</b>	05.06.2021 The document can be downloaded from AIC's website <a href="https://www.aicofindia.com/">https://www.aicofindia.com/</a>
<b>Last Date and time for submission of Queries (if any)</b>	Queries must reach us on or before 11.06.2021 5:00 PM through E-mail on <a href="mailto:hoinfotechgroup@aicofindia.com">hoinfotechgroup@aicofindia.com</a>
<b>Clarifications/ Amendments if any</b>	14.06.2021 by 5:00 PM on AIC's website



<b>Last Date and Time for Online Bid Submission</b>	21.06.2021 till 01:00 PM
<b>Date and Time for Eligibility Bid Opening</b>	21.06.2021 from 3:00 PM onwards
<b>Declaration of Shortlisted Bidder's for Commercial Bid Opening</b>	Will be communicated through AIC Website
<b>Date and Time for Commercial Bid Opening</b>	Will be communicated through AIC Website
<b>Declaration of Successful (L1) Bidder</b>	Will be communicated through AIC Website
<b>Notification of Award</b>	Within 1 month from the declaration of Successful (L1) Bidder
<b>Bid Validity Period (in Days)</b>	210 days from the date of RFP submission
<b>Documents to be submitted physically/online at AIC Head Office</b>	Tender Processing Fee (NEFT/RTGS confirmation with UTR No)
	NEFT/RTGS confirmation for EMD
	Other documents supporting Eligibility Criteria, etc. as per RFP document.
<b>Mode of Tender Processing Fee Payment</b>	Online
<b>Mode of EMD Payment</b>	Online
<b>Payment Details:</b>	
<b>Tender Processing Fee (Non-refundable)</b>	₹5,000 (Rupees Five Thousand only) by NEFT/RTGS. The Tender Processing Fee is non-refundable and inclusive of taxes (Exempt for eligible entities (i.e. MSME/NSIC), as per Government of India Guidelines, subject to submission of the relevant certificate. Certificate shall be valid on the date of Bid Submission)
<b>EMD Amount</b>	₹50,000 (Rupees Fifty thousand only) (Exempt for eligible entities (i.e. MSME/NSIC), as per Government of India Guidelines, subject to submission of the relevant certificate. Certificate shall be valid on the date of Bid Submission)
<b>EMD Payable to &amp; at</b>	As per RFP document



<b>Performance Bank Guarantee</b>	3% of the Contract Value	
<b>Eligibility Criteria</b>	As per RFP Document	
<b>General Terms and Conditions</b>	As per RFP Document	
<b>Bid Submission Information</b>	The bidders must fulfill the Eligibility criteria for being eligible to bid.	
	The prospective bidders may mail their queries and suggestions for any changes required to be made in the bid document through e-mail till last date and time for submission of Queries. The Changes made in accordance with queries made by the prospective bidders, at sole discretion of AIC, shall form part and parcel of this Tender and will be uploaded on our website. No separate intimation shall be given to this effect.	
	The NEFT/RTGS of ₹5,000/- on account of tender processing fee must be received through NEFT/RTGS, the confirmation of amount transferred with UTR Number has to be submitted. All the documents mentioned in the RFP document in support of eligibility criteria etc. shall be submitted online at e-tender portal.	
	<b>Contact details of AIC:</b>	<b>Account Details of AIC:</b>
	General Manager (IT) Information Technology Department Agriculture Insurance Company of India Limited Plate B&C, Fifth Floor, Block 1, East Kidwai Nagar New Delhi -110023 Ph: +91 11 24600444 Email: <a href="mailto:hoinfotechgroup@aicofindia.com">hoinfotechgroup@aicofindia.com</a>	<b>Account Name:</b> AIC of India Expenses of Management Control Account <b>Bank:</b> Axis Bank Ltd., Statesman House, 148, Barakhamba Road, New Delhi <b>Current Account No:</b> 007010200018780 <b>IFS code:</b> UTIB0000007 <b>MICR Code:</b> 110211002



#### 4. Definitions

For the purpose of Tender and its associated documents, the following terms shall be interpreted as indicated below:

1. "The Company" or "AIC" means Agriculture Insurance Company of India Limited.
2. "RO" and "HO" means "Regional Office" and "Head Office" of AIC.
3. "Tenderer" or "Bidder" means a Firm who is eligible to participate in this Tender and submits its Bid.
4. "IS Consultant" means a Firm providing the Consultancy Services with whom AIC has entered into a contract.
5. "Letter of Intent (LOI)" means the written communication to the successful Bidder expressing the intention of AIC to award the contract for rendering of the services as per the contract read along with the Tender documents.
6. "Contract" means the written contract/order signed between AIC and IS Consultant for executing the award, after the acceptance of the successful Bidder's Bid by AIC.
7. "Contract Price" means the price payable to the IS Consultant under the contract for the full and proper compliance of his contractual obligations.
8. "Consignee" means authorized official(s) of AIC for receiving the services at their intended locations.
9. "Financial Year" means, unless otherwise stated specifically, a period of 12 months from April to next March.
10. "ImV" means AIC's Implementation Vendor.
11. "#SEWACORE" - Core Insurance Solution and associated Business Applications.
12. "SLA" means Service Level Agreement
13. "CEC" means Consultancy Evaluation Committee (CEC).
14. "SEWA" means System ERP Within AIC.
15. "SP" means Service Provider.
16. "RFP" means Request for Proposal.
17. "ITMG" means InfoTech Monitoring Group.
18. "DR" means Disaster Recovery Centre.
19. "DC" means Data Centre (DC).

The term, applicant, proposer and bidder have been used interchangeably in the RFP document.

#### 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

Refer to the IRDAI Guidelines on Information and Cyber Security vide the circular No. IRDA/IT/GDL/MISC/082/04/2017 dated 07.04.2017 & IRDA/IT/CIR/MISC/301/12/2020 dated 29.12.2020 as provided in this RFP in ANNEXURE-1 (a), (b).

Bidder/ Auditor shall be awarded the contract to provide services to AIC for a period of three (3) years from the date of execution of the contract.

For compliance of the guidelines as mentioned in the IRDAI circulars referred above and all amendments thereto, Service Provider shall conduct a Comprehensive Information & Cyber Security Assurance Audit for ICT Infrastructures including Vulnerabilities and Penetration Tests (VAPT) within the stipulated timeframe and frequency. The Software tools for conducting VAPT need to be arranged by Bidder.

The following activities shall be within the Scope of Work of the service provider:

1. VAPT Activities
2. Re-Tests for VAPT for closure of Gaps
3. Cyber Security Assurance Audits

### **Procedure for conducting VA&PT (as per IRDAI circular IRDA/IT/CIR/MISC/301/12/2020 dated 29.12.2020):**

- (a) VA&PT of the entire ICT infrastructure components shall be conducted annually in every financial year.
- (b) Every VA&PT shall have two test cycles one at the beginning of VA&PT for identification of gaps and to check for known vulnerabilities, and a retesting post closure of vulnerabilities identified.
- (c) VA&PT of critical applications shall be conducted annually in every financial year. The remaining applications shall be conducted once in a two-year cycle.
- (d) VA&PT of all internet facing applications and Infrastructure components shall be conducted at least once in six months.
- (e) An assessment of the need for security testing shall be conducted whenever any change is made to any internet facing applications or to any infrastructure component irrespective of the magnitude of change.
- (f) Mandatory security testing shall be conducted in case of all applications and related infrastructure components so as to check for known vulnerabilities once initially and again whenever major changes in internet facing applications and related infrastructure



components take place. However, all Internet facing applications shall be tested for all major and minor changes either through internal or external VA, and any gap found shall have to be disclosed.

**Closure of VA&PT gaps (as per IRDAI circular IRDA/IT/CIR/MISC/301/12/2020 dated 29.12.2020):**

- (a) Confirmatory re-testing for identified gaps in critical applications shall be done within one month to ensure that the identified gaps have been successfully closed.
- (b) Similarly, for the closure of identified gaps in other remaining applications, Confirmatory testing shall also be done to ensure closure of such identified gaps within two months.
- (c) For closure of identified gaps in all internet facing applications and Infrastructure components, External Black Box Penetration Testing shall be done within one month, followed by confirmatory testing to ensure closure of such identified gaps.
- (d) Bidder shall classify the VA&PT gaps based on their risk assessment i.e. High, medium, Low.

**Assurance Audit** shall be carried out annually for every financial year. AIC shall indicate the specific quarter of the FY in which Bidder would commence and complete the annual comprehensive assurance audit. Once the quarter is decided by AIC, the annual cyber security audit shall be conducted during that quarter in every financial year.

Bidder shall also review the Corrective Action Plan and Closure of Findings, and further submit the Final Reports with respect to the Assignments.

Scope of Audit shall also include IRDAI checklist (based on IRDAI guidelines) defined as per Annexure 2 enclosed with this document and all its amendments from time to time.

Annual IS Audits shall also cover Branches/Regional offices on sample basis, with focus on large and medium Branches/Regional offices, in critical areas like password controls, control of user ids, operating system security, anti-malware controls, maker-checker controls, Identity & Access management, physical security, review of exception reports/audit trails, BCP policy and testing etc.

During audit, auditors shall obtain evidence, perform test procedures, appropriately document the findings, and conclude a report.



### **Reporting and Follow-up actions**

- a. There shall be proper reporting of the findings of the auditors. For this purpose, successful bidder shall prepare a structured format.
- b. The major deficiencies/aberrations noticed during audit shall be highlighted in a special note and given immediately to the Information Security Committee and IT Department.
- c. Minor irregularities pointed out by the auditors are to be rectified immediately.
- d. Follow-up action on the audit reports shall be given high priority and rectification shall be done immediately without any delay whatsoever.
- e. Audit reports shall be presented to the Risk Management Committee of the Board.
- f. A copy of executive summary of the Audit report along with action taken note shall be submitted to IRDAI within 30 days of completion of Audit.

### **THE BIDDER'S OVERALL RESPONSIBILITY IS TO ENSURE AIC'S COMPLIANCE OF THE GUIDELINE(S) ON INFORMATION AND CYBER SECURITY ISSUED BY IRDAI WITH REGARD TO SECURITY ASSURANCE AUDIT AND VAPT.**

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

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

### **7. Conflict of Interest**

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

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

- i. **Conflicting assignment/job:** The bidder (including its personnel/employees) or any of its affiliates shall not undertake any job/assignment which may be in conflict with the present assignment as Information and Cyber Security Bidder.
- ii. A bidder that has been engaged by AIC to provide goods, works, or non-consulting services for a project, or any affiliate that directly or indirectly controls, is controlled by, or is under





common control with that bidder, shall not be eligible to participate in this RFP.

- iii. Conflicting relationships: The bidder (including its personnel/employees) having a business or family relationship with AIC's employee(s) who may be directly or indirectly involved in any part of (i) the preparation of the terms of reference of the assignment/job, (ii) the selection process for such assignment/job or (iii) supervision of the contract, shall not be awarded contract pursuant to this RFP.

The bidder shall be under an obligation to disclose any situation of actual or potential conflict that impacts or may impact its capacity to serve in the best interests of the Company or that may reasonably be perceived as having this effect. If the bidder fails to disclose such conflicts of interest and AIC becomes aware of such a situation at any time, then AIC reserves the right to disqualify the bidder during the bidding process or terminate the contract executed with such bidder after award of contract."

## 8. Bidders Eligibility Criteria

The Bidder must fulfill **ALL** the following Eligibility Criteria. Proposals of only those Bidders who satisfy ALL these conditions shall 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 place bid shall conform to the following criteria:

#	Eligibility Criteria Requirements	Supporting required
1	Should be either a Government Organization/PSU/PSE/partnership firm or a limited Company under Indian Laws in existence in India for past five years as on 31-12-2020.	Certified copy of Certificate of Incorporation.
2	The Bidder must be empanelled with Cert-in-Information Security Auditor	Proof of Cert-In empanelment
3	The Bidder must have at least 5 CISSP/CISM/CISA/DISA Certified professionals as employees.	As per Annexure G
4	The bidder should not be providing IT related service(s) to AIC currently (From Date of Issue of this RFP).	Self-Declaration
5	The Bidder should not be blacklisted / barred by Government of India, State Governments, or any other Regulatory body in India.	Self-Declaration
6	Undertaking for compliance with the CVC circular no. 02/02/2015 on the official letter-head	As per ANNEXURE I



#	Eligibility Criteria Requirements	Supporting required
7.	Bidder should have at least 3years experience in offering Information Security Services such as Security assessment, defining security policies procedures & baselines, Gap assessment or similar as per international standards, Risk Assessment, security consulting assignments to BFSI Companies in India.	Copy of Purchase Order
8.	The Bidder must have experienced in Information and Cyber Security Assurance as per IRDAI requirements in past for at least 1 Insurance Company in India.	Copy of Purchase order or Client Letter

## 9. Selection Criteria

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

Technical Bid shall 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 shall contain the pricing information.

In the first stage, only the Technical Bids will be opened and evaluated as per the criteria 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 criteria.

AIC shall award the contract to the successful Bidder whose Bid has been determined to be responsive and has been determined as the Lowest Commercial Bid (L1) based on the Final Commercial Quote.

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

## 10. Bid Validity Period

The proposal shall be valid for 210 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.



## 11. Submission of Bids

Bids shall be submitted ONLINE at-procurement portal - <https://c1.eproc.in>

Address for submission of EMD/BG/Tender Processing Fee:

**General Manager (IT)**  
**Information Technology Department**  
**Agriculture Insurance Company of India Ltd. (AIC)**  
**Plate B&C, Fifth Floor,**  
**Block 1, East Kidwai Nagar**  
**New Delhi -110023**  
**Ph +91 11 24604444**  
**Email – [hoinfotechgroup@aicofindia.com](mailto:hoinfotechgroup@aicofindia.com)**

On or before the last Date and Time for bid submission. Any other mode of submission, e.g. by courier, fax, e-mail etc. will not be accepted.

## 12. Late Bids

Any bid received after the due date and time for receipts of bids as prescribed in this RFP will be rejected and returned to the bidder. Under no circumstance whatsoever, shall the AIC consider any request for extension of date or time for submission of Bids.

## 13. Format and Signing of the Bids

### 13.1 Technical Bid

The Technical Bid shall contain the following information:

- a) Covering letter as per Annexure A.
- b) Proposal form as per Annexure B of this document.
- c) Bidder firm's profile along with documentary evidences and all relevant enclosures as detailed in Annexure C.
- d) Description of the methodology and work plan for performing the assignment.
- e) List of the key professionals and the support staff for each phase of the assignment.
- f) Any additional information including assumptions that the Bidder may think fit but not included elsewhere in the proposal, which will help AIC to assess the capabilities of the consultant.
- g) NEFT/RTGS of Rs. 50,000/- (Rupees Fifty Thousand only) to "Agriculture Insurance Company of India Limited", towards Earnest Money Deposit (EMD).
- h) 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 rejected.

### **13.2 Commercial Bid**

The Commercial bid shall be submitted strictly in the format given by the Company as per Annexure E of this document along with covering letter as per Annexure D and should 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. No separate fees/reimbursements other than Taxes, as applicable, at the time of payment shall be made by the Company.

### **14. Opening of Bids**

The bids shall be opened in 2 phases.

In Phase 1, the Technical Bid shall be opened as per the schedule given in the RFP (subject to receipt of application money and EMD) by Technical Bid Evaluation Committee of AIC appointed for the purpose.

In Phase 2, Commercial Bids of only those bidders who meet the Technical Evaluation cut-off shall be opened and the schedule will be communicated to the eligible bidders.

The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of the requisite EMD and such other details as AIC, at its discretion, may consider appropriate, will be announced at the commercial bid opening.

AIC reserves the right to take the services of any one or more external agencies for evaluation of the bid submitted by the bidder. However, the final decisive parameters would be at the sole discretion of AIC and AIC shall not be liable to disclose either the criteria or the evaluation report/ reasoning to the bidder(s).

### **15. Clarification of Bids**

Bidders may request for clarification, if any, on or before the last date for submission of bids. Any request for clarification must be sent by e-mail at the address mentioned in this RFP.

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

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



## 16. Earnest Money Deposit (EMD)

Each bidder is required to submit in the form NEFT/RTGS to “AGRICULTURE INSURANCE COMPANY OF INDIA LIMITED”, Earnest money Deposit (EMD) of INR 50,000/- (Rupees Fifty Thousand Only).

The format of Bank Guarantee is enclosed in Annexure K: EMD Format

The EMD submitted by the bidder shall be forfeited:

The bidder withdraws its proposal before processing of the same;

- The bidder withdraws its proposal after processing but before acceptance of the LOI issued by AIC;
- The selected bidder withdraws its proposal before furnishing an unconditional and irrevocable Performance Bank Guarantee;
- The bidder violates any of the provisions of the terms and conditions of this RFP specification;

The EMD will be refunded to:

The successful bidder, only after furnishing an unconditional and irrevocable Performance Bank Guarantee (PBG) equivalent to 3% of the Contract Value valid for 42 months including claim period of 6 (six) months, validity starting from its date of issuance. The PBG shall be submitted within 15 days of issuance of the LOI by AIC.

The unsuccessful bidders shall be returned the EMD, only after acceptance of the LOI by the selected bidder.



**17. Address for Communication**

<b>Point of Contact:</b>	<b>General Manager (IT)</b>
Address:	Information Technology Department <b>Agriculture Insurance Company of India Limited</b> <b>Plate B &amp; C, Fifth Floor,</b> <b>Block 1, East Kidwai Nagar</b> <b>New Delhi -110023</b> <b>Ph +91 11 24604444</b>
Email Id:	hoinfotechgroup@aicofindia.com

**18. Non-Transferable RFP**

This RFP document is not transferable.

**19. Soft Copy of RFP Document**

The soft copy of the RFP document shall be made available on AIC’s website- <https://www.aicofindia.com/>. However, AIC shall not be held responsible in any way, for any errors/ omissions/ mistakes in the downloaded copy. The bidder is advised to check the contents of the downloaded copy for correctness against the printed copy of the RFP document. The printed copy of the RFP document shall be treated as correct and final, in case of any errors in the soft copy.

**20. Rejection of Bids**

Notwithstanding anything contained in this Tender, the AIC reserves the right to reject any BID or to annul the Bidding Process and reject all BIDs at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons whatsoever. In the event that the AIC rejects or annuls all the BIDs, it may, in its discretion, invite all eligible Bidders to submit fresh BIDs hereunder.

The AIC reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any BID without assigning any reasons. The Earnest Money Deposits in such event will be returned by AIC. Incase AIC scraps the bidding process, the RFP participation fees will also be refunded.



## **21. Debarment from bidding**

- (i) A bidder shall be debarred if he has been convicted of an offence—
- (a) under the Prevention of Corruption Act, 1988; or
  - (b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

A bidder debarred under Clause (i) or any successor of the bidder shall not be eligible to participate in the bidding process of any procuring entity for a period not exceeding three years commencing from the date of debarment.

AIC may debar a bidder or any of its successors, from participating in the bidding process undertaken or to be undertaken by it for a period not exceeding two years, if AIC determines that the bidder has breached the Code of Integrity.

## **22. Award of Contract**

Post the evaluation, contract may be awarded to the bidder whose bid meets the requirements of this RFP and is L-1 i.e. the lowest.

AIC reserves the right to award the contract in whole or in part.

The acceptance of the bid, subject to contract, will be communicated by way of placing a purchase order 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 General Manager at the address given in this RFP.

In case of tie between L-1 bidders, the bidder with higher marks in Technical bid evaluation will be considered. If the Technical marks are also same, both the Bidders will be considered as successful Bidders. In such case, AIC may, at its sole discretion, invite fresh quotations from the bidders who are tied as L-1. Out of the tied bidders, the one who quotes the lowest bid shall be awarded the contract.

## **23. Signing of Contract**

The successful bidder(s) shall be required to enter into a contract with AIC, within thirty (30) days of the award of the work or within such extended period, as may be specified by AIC. The contract shall be based on this RFP document, P.O, and such other terms and conditions as may be determined by AIC to be necessary for the due performance of the work, as envisaged herein and in accordance with the bid. However, the terms and conditions of purchase order and RFP shall constitute a binding contract till such time a contract is executed.



The successful bidder shall enter into a Contract as per Company prescribed format within 15 days from the date of issuance of the LOI by the AIC. The contract shall be valid for a period of 3 years from the date of its execution.

The failure, delay or evasion on the part of the successful bidder to execute the Contract within the said period of 15 days may result in expiry of the validity of the bid. In such a case the Earnest Money deposited by the successful bidder may be forfeited by the Company without further notice to the successful bidder. The failure, delay or evasion on the part of the successful bidder to commence project within 7 days from the date of execution of the Contract will result in termination of the contract. In case of termination of the Contract on account of failure, delay or evasion on the part of the successful bidder 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 the EMD towards loss and damage suffered by the Company.

#### **24. Legal Compliance**

23.1 The successful bidder hereto agrees that it shall comply with all applicable union, state and local laws, ordinances, regulations and codes in performing its obligations hereunder, including procurement of license, permits and certificates and payment of taxes where required. If at any time during the term of the contract, AIC identifies or becomes aware that the successful bidder is or may be in violation of any law, ordinance, regulation, or code (or if it is so decreed or adjudged by any court, tribunal or other authority), AIC shall be entitled to terminate this contract with immediate effect.

23.2 The successful bidder shall maintain all proper records, particularly but without limitation to accounting records, required by any law, code, practice or corporate policy applicable to it from time to time including records, returns and applicable documents under the Labour Legislation.

23.3 The successful bidder shall ensure payment of minimum wages to persons engaged by it as fixed from time to time under the Minimum Wages Act, 1948. In case the same is not paid, the liability under the Act shall rest solely with the successful bidder.

#### **25. Amendment to Contract**

No variation in or modification of the conditions of the contract shall be made except by written amendment signed by the parties.

#### **26. General Terms and Conditions**





The following are the general terms and conditions proposed to be included in the Contract. AIC reserves the right to add, delete, modify or alter all or any of these terms and conditions in any manner, as deemed necessary before signing the final Contract. The bidder, selected for the project, shall have to enter into a contract directly with AIC.

The contract shall contain various terms and conditions relating to payment, delivery, installation and operationalization, training, commissioning and acceptance, support during periods of warranty and maintenance, penalty due to delay in performance etc. All the diagrams, drawings, specifications and other related literature and information, provided by the bidder for the solution and agreed to by AIC, shall also form part of the contract.

The successful bidder shall initiate work on the project on the very day after signing of the contract. The bidder at his own expense shall register the contract by paying the appropriate stamp duty. The first page of the contract shall be on a stamp paper of appropriate value.

The original bill/ invoice for the services rendered shall be furnished along with the prices thereof, as per the terms and conditions contained in the RFP. The bidder shall undertake to ensure that the prices are reasonable and in the range of prices for similar/ same services available in the market. If any abnormality/ irregularity is detected anytime in respect of the above, AIC shall have the right to take appropriate action against the bidder as it deems fit.



## 27. Application

For the purpose of the Contract as well as for the RFP Document, the Client is:

**General Manager (IT),**  
Information Technology Department,  
**Agriculture Insurance Company of India Limited,**  
**Plate B&C, Fifth Floor,**  
**Block 1, East Kidwai Nagar,**  
**New Delhi -110023**  
**Ph +91 11 24604444**  
Email – [hoinfotechgroup@aicofindia.com](mailto:hoinfotechgroup@aicofindia.com)

## 28. Standards

The services 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 shall be rendered under the authoritative and appropriate international standards of such services as are generally applied in India also and such standards shall be the latest issued by the concerned institution(s).

## 29. Governing Language

All correspondences and other documents pertaining to this contract shall be in English.

## 30. Applicable Law

The Contract shall be governed and interpreted in accordance with the laws in India.

## 31. Notice

- Any Notice, Request or Consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such Notice, Request or Consent shall be deemed to have been given or made when delivered in person to an Authorized Representative of the Party



to whom the communication is addressed, or when sent by Registered Post or by email to such Party at the address/email id specified.

- A Party may change its address/email id for notice hereunder by giving the other Party notice in writing of such change to the address specified.

### **32. Other Terms**

**Preliminary Scrutiny** – AIC will scrutinize the offer to determine whether it is complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. AIC may, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on the Bidder and AIC reserves the right for such waivers and AICs decision in the matter will be final.

**Clarification of Offer** – To assist in the scrutiny, evaluation and comparison of offer, AIC may, at its discretion, ask the Bidder for clarification of their offer. AIC has the right to disqualify the Bidder whose clarification is found not suitable to the proposed project.

AIC reserves the right to make any changes in the terms and conditions of contract. AIC will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations.

**Erasures or Alterations** – The offer containing erasures or alterations will not be considered. There shall be no hand-written material, corrections or alterations in the offer. Technical details shall be completely filled up. Correct technical information of the product being offered shall be filled in. Filling up of the information using terms such as “OK”, “accepted”, “noted”, “as given in brochure / manual” is not acceptable. AIC may treat the bids not adhering to these guidelines as unacceptable and non-responsive.

### **33. Right to Alter Quantities –**

AIC reserves the right to alter the requirements specified in the tender. AIC also reserves the right to delete or increase the scope of work. AIC will inform the Bidder about changes, if any. In the event of any alteration in the scope of work, the price quoted by the bidder would be considered for such alteration. The bidder agrees that the price quoted is valid for the period of contract and can be used by AIC for alteration in quantities. Bidder agrees that there is no limit on the alteration that can be made under this contract.. Any price benefit in the, services shall be passed on to AIC during the contract period.



#### **34. Use of Contract Documents and Execution**

The bidder shall not, without AIC's prior written consent, disclose the Contract or any provision thereof, or any specification or information furnished by or on behalf of AIC in connection therewith, to any person other than a person employed by the bidder in the performance of the Contract. Disclosure to any such employed person shall be made in confidence against Non-disclosure agreements completed prior to disclosure and disclosure shall extend only so far as may be necessary for the purposes of such performance.

Any document, other than the Contract itself, shall remain the property of AIC and all copies thereof shall be returned to AIC on termination of the Contract.

The bidder shall not, without AIC's prior written consent, make use of any document or information above except for the purposes of performing the Contract.

#### **35. Indemnity**

##### **35.1 General Indemnity**

The Service Provider shall indemnify, defend, save and hold harmless the AIC and its officers, servants, agents and/or AIC controlled entities/enterprises, (the "AIC Indemnified Persons") against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost and expense of whatever kind and nature, whether arising out of any breach by the Service Provider of any of its obligations under the Contract or from any negligence under the Contract, including any errors or deficiencies in any other document, or tort or on any other ground whatsoever, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach or default of the Contract on the part of the AIC Indemnified Persons.

##### **35.2 Indemnity by the Service Provider**

(i) Without limiting the generality of Clause 35.1, the Service Provider shall fully indemnify, hold harmless and defend the AIC and the AIC Indemnified Persons from and against any and all loss and/or damages arising out of or with respect to:

(a) failure of the Service Provider to comply with Applicable Laws and Applicable Permits;

(b) payment of taxes required to be made by the Service Provider in respect of the income or other taxes of the outsourced employees, suppliers and representatives.



(ii) Without limiting the generality of the provisions of this Clause 35.1, the Service Provider shall fully indemnify, hold harmless and defend the AIC Indemnified Persons from and against any and all suits, proceedings, actions, claims, demands, liabilities and damages which the AIC Indemnified Persons may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any materials, information, design or process used by the Service Provider in performing the Service Provider's obligations or in any way incorporated in or related to the Contract. If in any such suit, action, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the Service Provider shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the revocation or suspension of the injunction or restraint order.

### **35.3 Notice and contest of claims**

In the event that either Party receives a claim or demand from a third party in respect of which it is entitled to the benefit of an indemnity under this Clause (the "Indemnified Party") it shall notify the other Party (the "Indemnifying Party") within 15 (fifteen) days of receipt of the claim or demand and shall not settle or pay the claim without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. If the Indemnifying Party wishes to contest or dispute the claim or demand, it may conduct the proceedings in the name of the Indemnified Party, subject to the Indemnified Party being secured against any costs involved, to its reasonable satisfaction.

### **35.4 Defense of claims**

(i) The Indemnified Party shall have the right, but not the obligation, to contest, defend and litigate any claim, action, suit or proceeding by any third party alleged or asserted against such Party in respect of, resulting from, related to or arising out of any matter for which it is entitled to be indemnified hereunder, and reasonable costs and expenses thereof shall be indemnified by the Indemnifying Party. If the Indemnifying Party acknowledges in writing its obligation to indemnify the Indemnified Party in respect of loss to the full extent provided by this Clause, the Indemnifying Party shall be entitled, at its option, to assume and control the defense of such claim, action, suit or proceeding, liabilities, payments and obligations at its expense and through the counsel of its choice; provided it gives prompt notice of its intention to do so to the Indemnified Party and reimburses the Indemnified Party for the reasonable cost and expenses incurred by the Indemnified Party prior to the assumption by the Indemnifying Party of such defense. The Indemnifying Party shall not be entitled to settle or compromise any claim, demand, action, suit or proceeding without the prior written consent of the Indemnified Party, unless the Indemnifying Party provides such security to the Indemnified Party as shall be



reasonably required by the Indemnified Party to secure the loss to be indemnified hereunder to the extent so compromised or settled.

(ii) If the Indemnifying Party has exercised its rights under Clause 35.3, the Indemnified Party shall not be entitled to settle or compromise any claim, action, suit or proceeding without the prior written consent of the Indemnifying Party (which consent shall not be unreasonably withheld or delayed).

(iii) If the Indemnifying Party exercises its rights under Clause 35.3, the Indemnified Party shall nevertheless have the right to employ its own counsel, and such counsel may participate in such action, but the fees and expenses of such counsel shall be at the expense of the Indemnified Party, when and as incurred, unless:

(a) the employment of counsel by such party has been authorised in writing by the Indemnifying Party; or

(b) the Indemnified Party shall have reasonably concluded that there may be a conflict of interest between the Indemnifying Party and the Indemnified Party in the conduct of the defense of such action; or

(c) the Indemnifying Party shall not, in fact, have employed independent counsel reasonably satisfactory to the Indemnified Party, to assume the defense of such action and shall have been so notified by the Indemnified Party; or

(d) the Indemnified Party shall have reasonably concluded and specifically notified the Indemnifying Party either: i. that there may be specific defenses available to it which are different from or additional to those available to the Indemnifying Party; or ii. that such claim, action, suit or proceeding involves or could have a material adverse effect upon it beyond the scope of the Contract: Provided that if Sub-clauses (b), (c) or (d) of this Clause 35.4 (iii) shall be applicable, the counsel for the Indemnified Party shall have the right to direct the defense of such claim, demand, action, suit or proceeding on behalf of the Indemnified Party, and the reasonable fees and disbursements of such counsel shall constitute legal or other expenses hereunder.

### **35.5 Survival on Termination**

The provisions of this Clause shall survive Termination.

The bidder shall also be liable to indemnify AIC, at its own cost and expenses, against all losses/ damages, which AIC may suffer on account of violation 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.



## 36. Suspension

AIC may, by written notice of suspension to the Selected Bidder, suspend all payments to the Selected Bidder hereunder if in its opinion the Selected Bidder fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension.

- a. Shall specify the nature of the failure; and
- b. Shall allow the Selected Bidder to remedy such failure, if capable of being remedied, within a period not exceeding fifteen (15) days after receipt by the Bidder of such notice of suspension.

## 37. Termination

### 37.1 By AIC:

AIC may terminate this Contract in case of occurrence of any of the events specified in paragraphs (1)to (9) of this Clause:

37.1.1 If the Selected Bidder fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Section 36 hereinabove, within fifteen (15) days of receipt of such notice of suspension or within such further period as AIC may have subsequently approved in writing;

37.1.2 If the Selected Bidder becomes insolvent or goes into liquidation or receivership whether compulsory or voluntary;

37.1.3 If the Selected Bidder fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Section 61 hereof;

37.1.4 If the Selected Bidder, in the judgment of AIC, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract;

37.1.5 If the Selected Bidder submits to AIC a false statement which has a material effect on the rights, obligations or interests of AIC;

37.1.6 If the Selected Bidder places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to AIC;

37.1.7 If, as a 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.

37.1.8 If AIC, at its sole discretion, decides to terminate this Contract without assigning any reason whatsoever.

37.1.9 In the event the contract is terminated under above clauses, then AIC shall be required to give to the Selected bidder a mandatory thirty (30) days' written notice of termination except where the



contract is terminated by AIC on account of the Selected Bidder indulging in fraudulent or corrupt practices in which case AIC may be entitled to terminate the contract immediately and without any liability of giving notice.

### **37.2 By the Bidder:**

The Selected Bidder may terminate this Contract, by giving not less than thirty (30) days' written notice to AIC, in case of occurrence of any of the events specified in paragraphs (1) to (4) of this Clause:

37.2.1 If AIC fails to pay any money due to the Selected Bidder pursuant to the Contract and not subject to dispute pursuant to Section 61 hereof within thirty (30) after receiving written notice from the Selected Bidder that such payment is overdue;

37.2.2 If, as a 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;

37.2.3 If AIC fails to comply with any final decision reached as a result of arbitration pursuant to Section 61 hereof;

37.2.4 If AIC is in material breach of its obligations pursuant to this Contract and has not remedied the same within thirty (30) days (or such longer period as the Selected Bidder may have subsequently approved in writing) following the receipt by AIC of the Selected Bidder's notice specifying such breach.

### **37.3 Cessation of Rights and Obligations:** Upon termination of this Contract pursuant to Section hereof, all rights and obligations of the Parties hereunder shall cease, except

- a) Such rights and obligations as may have accrued on the date of termination or expiration,
- b) The obligation of confidentiality set forth in Clause \_\_\_\_\_ hereof,
- c) The Selected Bidder's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause \_\_\_\_\_ hereof, and
- d) Any other right which may survive in favour of a Party under any Law in force in India.





**37.4 Cessation of Services:** Upon termination of this Contract by notice of either Party to the other pursuant to the clauses hereinabove, the Selected Bidder shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum

**37.5 Payment upon Termination:** Upon termination of this Contract, AIC shall make the following payments to the Bidder:

37.5.1 If the Contract is terminated pursuant to 37.1 (7), (8) or 37.2, remuneration pursuant to Clause 64 shall be paid by AIC to the Selected Bidder.

37.5.2 Hereof for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Section 64;

37.5.3 Hereof for expenditures actually and reasonably incurred prior to the effective date of termination.

37.5.4 If the Contract is terminated pursuant of Section 37.1 (1) to (6), the Selected Bidder shall not be entitled to receive any payment upon termination of the Contract. However, AIC may consider making payment for the part satisfactorily performed on the basis of Quantum Meruit as assessed by it, if such part is of economic utility to AIC. Upon termination, AIC may also impose liquidated damages as per the provisions of Clause 40 of this Contract. The Selected Bidder shall be required to pay such liquidated damages to AIC within 30 days of the date of termination.

37.5.5 Disputes about Events of Termination: If either Party disputes whether an event specified in paragraphs (1) to (7) of Clause 37.1 or in Clause 37.2 hereof has occurred, such Party may, within thirty (30) days after receipt of notice of termination from the other Party, refer the matter to arbitration as per Clause 61 hereafter, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

### **38. Performance Bank Guarantee (PBG)**

38.1 The successful bidder will furnish an unconditional and irrevocable Performance Bank Guarantee (PBG) equivalent to 3% of the Contract Value valid for 42 months commencing from the date of execution of the contract, including claim period of 6 (six) months. The PBG shall be submitted within 15 days of issuance of the LOI by AIC.

38.2 The PBG shall be denominated in Indian Rupees. All charges whatsoever such as premium, commission etc. with respect to the PBG shall be borne by the successful bidder.

38.3 The PBG so applicable must be duly accompanied by a forwarding letter issued by the



issuing Bank on the printed letterhead of the issuing Bank. Such forwarding letter shall state that the PBG has been signed by the lawfully constituted authority legally competent to sign and execute such legal instruments. The executor (BG issuing Bank Authorities) is required to mention the Power of Attorney number and date of execution in its favor with authorization to sign the documents.

- 38.4 Each page of the PBG must bear the signature and seal of the BG issuing Bank and PBG number.
- 38.5 In the event the successful bidder fails to service the contract for whatever reason, AIC may invoke the PBG except when the contract is terminated due to force majeure or insolvency of the bidder.
- 38.6 Notwithstanding and without prejudice to any rights whatsoever of AIC under the contract in the matter, the proceeds of the PBG shall be payable to AIC as compensation by the successful bidder for its failure to complete its obligations under the contract.
- 38.7 AIC shall also be entitled to make recoveries from the successful bidder's bills, Performance Bank Guarantee, or any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement. In the event AIC makes recoveries by invocation of PBG, the bidder shall be required to submit additional PBG for that amount so as to make the total value of PBG equivalent to 3% of the total contract value.
- 38.8 The PBG may be discharged/ returned by AIC upon being satisfied that there has been due performance of the obligations of the successful bidder under the contract. However, no interest shall be payable on the PBG.
- 38.9 The successful bidder shall strictly adhere to the format for Performance Bank Guarantee given in Annexure J.

### **39. Delay in Bidder's Performance**

The bidder shall strictly adhere to the implementation schedule, as specified in the contract, executed between the Parties for performance of the obligations, arising out of the contract and any delay in completion of the obligations by the successful bidder shall entitle AIC to resort to any or all of the following:

- 39.1 Claiming Liquidated Damages;
- 39.2 Termination of the contract fully or partly and claim liquidated damages;
- 39.3 Invocation of the Performance Bank Guarantee;

### **40. Liquidated Damages**

- 40.1 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 Successful Bidder to AIC, without prejudice and in addition to the other relevant provisions stated in these Terms and Conditions.



- 40.2 The aggregate amount of liquidated damages under this Contract shall not exceed 10% of the total value of the Commercial.
- 40.3 The liquidated damages shall be applicable under the following circumstances:
- 40.4 If the deliverables are not submitted as per schedule, the Successful Bidder shall be liable to pay 1% of the total cost of the services for delay of each week or part thereof.
- 40.5 If the deliverables are not acceptable to AIC, and defects are not rectified to the satisfaction of AIC within 30 days of the receipt of the notice, the Successful Bidder shall be liable for Liquidated Damages for an amount equal to 1% of the total cost of the Services for every week or part thereof for the delay.

## 41. Force Majeure

### 41.1 Definition:

41.1.1 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.

41.1.2 Force Majeure shall not include:

- Any event which is caused by the negligence or intentional action of a Party or by or Agents or Employees, or
- Any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract and avoid or overcome in the carrying out of its obligations hereunder.
- Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

**41.2 No Breach of Contract:** The failure of a Party to fulfil 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.

### 41.3 Measures to be taken:

41.3.1 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.

41.3.2 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.

41.3.3 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.

41.3.4 During the period of their inability to perform the Services as a result of an event of Force Majeure, the Selected Bidder, upon instructions by AIC, shall either:

- demobilize; or
- Continue with the Services to the extent possible, in which case the Selected Bidder shall continue to be paid proportionately and on pro-rata basis, under the terms of this Contract.

42.5 In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled in accordance with Clause \_\_\_\_.

## **42. Accounting, Inspection and Audits.**

### **The Selected Bidder:**

42.1 Shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and

42.2 Shall periodically permit AIC or its designated representative and/or AIC, and upto three years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by AIC.

## **43. Prices**

The prices shall be quoted in Indian Rupees (INR) (without decimal places) and shall not have any effect from variations/ fluctuations of any other currency.

The price charged by the bidder for the services performed for the project shall not vary from the contracted prices and shall remain valid for the contract period.

No adjustment of the contract price shall be made on account of variation of costs on any



account whatsoever or any other cost component affecting the total cost in fulfilling the obligations under the contract. The Contract price shall be the only payment, payable by AIC to the Selected bidder for completion of the contractual obligations by the Selected bidder under the Contract, subject to the terms of payment specified in the Contract.

All out of pocket expenses, travelling, boarding and lodging expenses for the completion of the project shall be a part of the price quoted by the Selected bidder to AIC. No extra costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc. will be payable by AIC. The Bidder cannot take the plea of omitting any charges or costs and later lodge a claim with AIC for the same. However, in the event of Bidder's outstation travel for the purpose of training, AIC will reimburse/arrange the travel as per AIC's travel policy.

The prices quoted by the Bidder shall include all costs such as, taxes, levies, cess, excise, octroi and custom duties, installation, commissioning, insurance etc. as applicable in India, that need to be incurred. The Bidder must quote the GST in separate columns. In case of any variation (upward or downward) in GST quoted separately 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.

#### **44. Professional Fees/ Charges**

AIC shall pay the professional fees, only on actual basis, for which services have been availed during the contract period.

#### **45. Non-negotiability on RFP**

AIC is not responsible for any assumptions or judgments made by the bidders for arriving at any type of sizing or costing. AIC at all times will benchmark the performance of the bidder to the RFP documents circulated to the bidders and the expected service levels as mentioned in these documents. In the event of any deviations from the requirements of these documents, the bidder must make the same available at no extra costs to AIC, in order to achieve the desired service levels as well as meet the requirements of these documents.

All terms and conditions, payments schedules, time frame for implementation and expected service levels as per this RFP will remain unchanged unless explicitly communicated by AIC in



writing to the bidders. The bidder shall at no point be entitled to excuse themselves from any claims by AIC whatsoever for their deviations in conforming to the terms and conditions, payments schedules, expected service levels, time frame for implementation etc. as mentioned in this RFP.

The Bidders shall adhere to the terms of this RFP and shall not deviate from the same.

#### **46. Assignment**

Neither the contract nor any rights granted under the contract may be sold, leased, assigned, or otherwise transferred, in whole or in part, by the Selected bidder, and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect without the prior written consent of AIC.

#### **47. Subcontracting**

- 47.1** In case sub-contracting any of the activities under the scope of this RFP is required, the bidder needs to notify and take prior permission in writing from AIC. It is clarified that notwithstanding the use of sub-contractors by the Bidder, the Bidder shall be solely responsible for performance of all obligations under the RFP irrespective of the failure or inability of the subcontractor chosen by the Bidder to perform its obligations. The Bidder shall also have the responsibility for payment of all dues and contributions, as applicable including any statutory requirement and compliance. No additional cost will be incurred by AICL on account of sub-contract, if any.

#### **48. Contract Period**

The contract period will commence from the date of issuance of the PO and will be valid for 3 years. AIC may extend the contract at its sole discretion. However, the terms of the contract will be mutually agreed at the time of extension.

The selected bidder shall execute a comprehensive, definitive Service Level Agreement (SLA) with AIC covering all terms and conditions of this RFP. SLA will cover performance and availability of the solution deployed. The performance of the selected bidder shall be reviewed every quarter, in case of major deviation in performance, AIC reserves the right to terminate the contract at its sole discretion by giving 30 days' notice.

Any offer falling short of the contract validity period is liable for rejection. Further AIC reserves the right to renew the contract after the expiry of the initial term on mutually agreed terms and conditions and cost.



AIC shall enter into a Contract with the successful bidder for the duration of the project. AIC reserves the right to terminate the contract, if the assignment is not proceeding in accordance with the terms of contract by issuing a notice of 30 days.

**Contract Continuity-** The contract shall terminate only on explicit correspondence to that effect. Until that time, successful bidder shall continue to provide the service at the contracted price per the agreement. As and when AIC decides to change the current business model/ vendor, successful bidder shall have to coordinate for migration of Solution to AIC's new model without causing disruption of the Services at no extra cost to AIC. The migration period and the support required from the successful bidder shall be communicated to the successful bidder one month before the transition starts. AIC shall have the right to revise the migration period. During transition period successful bidder shall at least, but not limited to, provide support in terms of migration support of assets and data, training and knowledge transfer and any other type of support during the defined transition period.

In the event of selected bidder's insolvency, contract termination, and any other Force Majeure conditions, successful bidder shall continue to provide the service without causing disruption of the services to customers of AIC at no extra cost to AIC.

At all times during implementation/ migration/ maintenance/ business-as-usual running, selected bidder needs to adhere to AICs' required compliances vis-à-vis security, confidentiality, integrity and availability and also any guidelines any regulatory/ government agency on the same.

#### **49. Delays in Design, Implementation and Performance Guarantee**

The bidder must strictly adhere to the project timeline schedule, for each assignment for performance of the obligations arising out of the contract and any delay will entitle AIC to resort to any or all of the following at sole discretion of AIC.

- Claiming Liquidated Damages;
- Termination of the contract fully or partially;

In addition to the termination of the contract, AIC reserves the right to appropriate the damages by invoking the Performance Bank Guarantee.



## 50. Publicity

Any publicity by the bidder in which the name of AIC is to be used should be done only with the explicit written permission of AIC.

## 51. Privacy and Security Safeguards

The successful bidder shall not publish or disclose in any manner, without AIC's prior written consent, the details of any security safeguards designed, developed, or implemented by the successful bidder under this contract or existing at any AIC location. The successful bidder shall develop procedures and implementation plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all AIC data and sensitive application software. The successful bidder shall also ensure that all its employees and associated staff who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without AIC's prior written consent, the details of any security safeguards designed, developed, or implemented by the successful bidder under this contract.

## 52. Confidentiality

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

### 52.1 Definition of Confidential Information

- For purposes of this Contract, "Confidential Information" means any data or information that is proprietary to the Disclosing Party and not generally known to the public, whether in tangible or intangible form, in whatever medium provided, whether unmodified or modified by Receiving Party or its Representatives (as defined herein), whenever and however disclosed, including, but not limited to:
- (i) any marketing strategies, plans, financial information, projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of the Disclosing Party, its affiliates, subsidiaries and affiliated companies;
- (ii) plans for products or services, and customer or supplier lists;
- (iii) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method;
- (iv) any concepts, reports, data, know-how, works-in-progress, designs,





development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets;

- (v) any other information that should reasonably be recognized as confidential information of the Disclosing Party; and
- (vi) any information generated by the Receiving Party or by its Representatives that contains, reflects, or is derived from any of the foregoing. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information. The Receiving Party acknowledges that the Confidential Information is proprietary to the Disclosing Party, has been developed and obtained through great efforts by the Disclosing Party and that Disclosing Party regards all of its Confidential Information as trade secrets.
- Notwithstanding anything in the foregoing to the contrary, Confidential Information shall not include information which:
  - a) was lawfully possessed, as evidenced by the Receiving Party's records, by the Receiving Party prior to receiving the Confidential Information from the Disclosing Party;
  - (b) becomes rightfully known by the Receiving Party from a third-party source not under an obligation to the Disclosing Party to maintain confidentiality;
  - (c) is generally known by the public through no fault of or failure to act by the Receiving Party inconsistent with its obligations under thisContract;
  - (d) is required to be disclosed in a judicial or administrative proceeding, or is otherwise requested or required to be disclosed by law or regulation, although the requirements of paragraph 4 hereof shall apply prior to any disclosure being made; and
  - (e) is or has been independently developed by employees, consultants or agents of the Receiving Party without violation of the terms of thisContract, as evidenced by the Receiving Party's records, and without reference or access to any Confidential Information.

## 52.2 Disclosure of Confidential Information.

From time to time, the Disclosing Party may disclose Confidential Information to the Receiving Party. The Receiving Party will:

- (a) limit disclosure of any Confidential Information to its directors, officers, employees, agents or representatives (collectively "Representatives") who have a need to know such Confidential Information in connection with the performance of its obligations under the Contract, and only for that purpose;
- (b) advise its Representatives of the proprietary nature of the Confidential



Information and of the obligations set forth in thisContract, require such Representatives to be bound by written confidentiality restrictions no less stringent than those contained herein, and assume full liability for acts or omissions by its Representatives that are inconsistent with its obligations under thisContract;

- (c) keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and
- (d) not disclose any Confidential Information received by it to any third parties (except as otherwise provided for herein).

### **52.3 Use of Confidential Information**

The Receiving Party agrees to use the Confidential Information solely in connection with the performance of its obligations under the Contract and not for any purpose other than as authorized by this Agreement without the prior written consent of an authorized representative of the Disclosing Party. No other right or license, whether expressed or implied, in the Confidential Information is granted to the Receiving Party hereunder. Title to the Confidential Information will be and remain solely in the Disclosing Party. All use of the Confidential Information by the Receiving Party shall be for the benefit of the Disclosing Party and any modifications and improvements thereof by the Receiving Party shall be the sole property of the Disclosing Party.

### **52.4 Compelled Disclosure of Confidential Information**

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

### **52.5 Remedies**



The Receiving Party acknowledges that the Confidential Information to be disclosed hereunder is of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information. The damages to Disclosing Party that would result from the unauthorized dissemination of the Confidential Information would be impossible to calculate. Therefore, the Receiving Party hereby agrees that the Disclosing Party shall be entitled to seek damages and further entitled to injunctive relief preventing the dissemination of any Confidential Information in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or in equity. The Disclosing Party shall be entitled to recover its costs and fees, including reasonable attorneys' fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the Disclosing Party shall be entitled to recover its reasonable attorney's fees and expenses.

#### 52.6 Return of Confidential Information

The Receiving Party shall immediately return and redeliver to the Disclosing Party all tangible material embodying any Confidential Information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving therefrom, and all other documents or materials ("Notes") (and all copies of any of the foregoing, including "copies" that have been converted to computerized media in the form of image, data, word processing, or other types of files either manually or by image capture) based on or including any Confidential Information, in whatever form of storage or retrieval, upon the earlier of:

- (i) the completion or termination of the dealings between the parties contemplated hereunder;
- (ii) the termination of this Contract; or

(iii) at such time as the Disclosing Party may so request; provided however that the Receiving Party may retain such of its documents as is necessary to enable it to comply with its reasonable document retention policies. Alternatively, the Receiving Party, with the written consent of the Disclosing Party may (or in the case of Notes, at the Receiving Party's option) immediately destroy any of the foregoing embodying Confidential Information (or the reasonably non recoverable data erasure of computerized data) and, upon request, certify in writing such destruction by an authorized officer of the Receiving Party supervising the destruction).

- 53.8 Notice of Breach

The Receiving Party shall notify the Disclosing Party immediately upon discovery of, or suspicion of,

- (1) any unauthorized use or disclosure of Confidential Information by the Receiving Party or its Representatives; or
- (2) any actions by the Receiving Party or its Representatives inconsistent with their respective obligations under this Contract, and the Receiving Party shall cooperate with any and all efforts of the Disclosing Party to help the Disclosing Party regain possession of Confidential Information



and prevent its further unauthorized use.

### **53. Adherence to Terms and Conditions**

The bidders who wish to submit responses to this RFP should abide by all the terms and conditions contained in the RFP. If the responses contain any extraneous conditions put in by the respondents, such responses may be disqualified and may not be considered for the selection process.

### **54. Obligation of AIC**

**54.1.1 Assistance and Exemptions:** Unless otherwise specified in the Contract, AIC shall use its best efforts to provide the Bidder, and Personnel with necessary Work Permits and such other documents as shall be necessary to enable the Bidder, or Personnel to perform the Services, issue to Officials, Agents and Representatives of AIC all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services, provide to the Bidder and Personnel such other assistance as may be specified in the SC.

**54.1.2 Substitute of Project Team Members** Except as AIC may otherwise agree, no changes shall be made in the Personnel deployed by the selected bidder to perform its obligations under the contract. If, for any reason beyond the reasonable control of the Bidder, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any Personnel, the Bidder shall forthwith provide a replacement person of equivalent or better qualifications and experience.

**54.1.3** If AIC finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Selected Bidder shall, at AIC's written request specifying the grounds, therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to AIC.

Any Personnel provided as a replacement under Clauses (a) and (b) above shall be subject to the prior written approval by AIC. All expenses for the purpose shall be borne by the Bidder.

### **55. Professionalism**

The selected bidder shall provide professional, objective and impartial advice at all times and hold AIC's interests paramount. It shall observe the highest standard of ethics while executing the assignment.



## **56. Standard of Performance**

The Selected Bidder shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods.

The Selected Bidder shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to AIC, and shall at all times support and safeguard AIC's legitimate interests in any dealings.

## **57. Authorized Signatory**

The selected bidder shall indicate the authorized signatories who will be duly authorized to discuss and correspond with AIC, with regard to the obligations under the contract.

Requisite power of attorney/ board resolution authorizing the signatories of the bid to respond to this RFP must be submitted along with the bid. The selected bidder shall submit at the time of signing the contract, a certified copy of the extract of the resolution of its board, authenticated by Company secretary, authorizing an official or officials of AIC or a power of attorney copy to discuss or sign agreements/ contracts with AIC. The selected bidder shall furnish proof of signature identification for above purposes as required by AIC.

## **58. Applicable laws and jurisdictions**

The Contract with the selected bidder shall be governed in accordance with the laws of India for the time being in force and will be subject to the exclusive jurisdiction of Courts at Delhi (with the exclusion of all other courts).

## **59. Collusive Conduct**

Bidders and their officers, employees, agents and advisers must not engage in any collusion, anti – competitive conduct or any other similar conduct with any other bidder or any other person in relation to the preparation or lodging of responses.

By submitting a signed proposal, the bidder certifies that:

59.1 It has arrived at the prices in its proposal without agreement or discussion with any other bidder of this RFP for the purpose of restricting competition.

59.2 The prices in the proposal have not been disclosed and will not be disclosed to any other bidder of this RFP.



59.3 No attempt by the bidder to induce any other bidder to submit or not submit a proposal for restricting competition has occurred.

## 60. Fraud and Corruption

**Definitions:** AIC's policy requires that AIC as well as the Bidder observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, AIC defines, for the purpose of this provision, the terms set forth as follows:

- 60.1 "**Corrupt Practice**" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a Public Official in the selection process or in Contract execution.
- 60.2 "Fraudulent Practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a Contract,
- 60.3 "Collusive Practices" means a scheme or arrangement between two or more Consultants, with or without the knowledge of AIC, designed to establish prices at artificial, non-competitive levels.
- 60.4 "Coercive Practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process or affect the execution of a contract.
- 60.5 The bidder/s shall not indulge in any of the above activities at any point of time.

## 61. Settlement of Disputes

- 61.1 **Amicable Settlement:** Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Contract (including its interpretation) between the Parties shall in the first instance be settled in the manner provided hereinafter., Either Party to the Contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, Clause 2 shall become applicable.
- 61.2 **Arbitration:** Any dispute which has not been settled amicably between the parties hereto, either of the parties may refer such dispute for Arbitration under. The Arbitration and Conciliation Act, 1996 including all amendments thereto. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by AIC and the Bidder, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. 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. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-



enactment thereof, shall apply to these arbitration proceedings.

**61.3 Arbitration** proceedings shall be held in New Delhi, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

**61.4** The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by AIC and the Bidder. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

## **62. Conflict of Interest**

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

## **63. Exit Management**

The bidder shall promptly on the commencement of the exit management period (maximum of 3 Months or any mutually agreed period) supply to AIC or its nominated vendors the following:

- Information relating to the current services rendered, performance data relating to the performance in relation to System and reports;
- Documentation relating to Intellectual Property Rights

The bidder shall provide uninterrupted services on existing terms till an alternate solution is available.

Before the expiry of the exit management period, the bidder shall deliver to AIC or its nominated vendor all new or updated materials from the categories set out in point (1) above, and shall not retain any copies thereof, except that the bidder shall be permitted to retain one copy of such materials for archival purposes only.



**64. Payment Terms**

The terms of the payment will be as under:

SL.	ACTIVITY	Period	ASSIGNMENTWISE PROJECT PAYMENT
1	Completion of Comprehensive Information & Cyber Security Assurance audit for ICT Infrastructures including Vulnerabilities and Penetration Tests (VAPT)	Year 1	Each Year the payment (from respective Year Amount) would be made with the below payment schedule:  1. 40% Payment after completion of annual VAPT on entire ICT infrastructure components including all applications. 2. 60% payment after submission of Cyber Security Assurance Audit Report & other remaining VAPTs as per Scope of Work.
2		Year 2	
3		Year 3	

No Advance payment for milestones. All payments are subject to deduction of TDS as applicable from time to time. The payment should be all inclusive prices including any taxes, expenses and levies but excluding Good and Services Tax (GST) and is a fixed price. The GST shall be paid by AIC.

AIC shall make the payments as aforesaid within 30 days from the date of acceptance of the 'Activities' by AIC.

Bidder may have to station the team in AIC Head office (Delhi) or at his office. In case of any necessary outstation visits (from base location i.e., Delhi), as approved by the Company, the travel, boarding, lodging and other incidental expenses would be reimbursed to Bidder at actuals, subject to AIC norms (Manager Cadre).

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

**65. 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	2%	5% (Less 2%)	10% (Less 5%)





Compliance.		deducted in the first instance)	deducted in the second instance)
-------------	--	---------------------------------	----------------------------------

**68. Time Period for Completion of Assignment**

	ACTIVITY	PERIOD	ASSIGNMENT
1	Completion of Comprehensive Information & Cyber Security Assurance audit for ICT Infrastructures including Vulnerabilities and Penetration Tests (VAPT) (including retesting through VAPT)	Year 1	In adherence to the respective IRDAI guidelines/circulars
2		Year 2	In adherence to the respective IRDAI guidelines/circulars
3		Year 3	In adherence to the respective IRDAI guidelines/circulars

The entire assignment has to be completed in accordance with the timeline mentioned in the respective IRDAI guidelines/Circulars.

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

If the Selected 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.”

**66. Miscellaneous Terms and Conditions and Provisions**

The following are some of the general terms and conditions:

- 66.1 Bidder’s Actions Requiring AIC’s Prior Approval: The Bidder shall obtain AIC’s prior approval in writing before taking any of the following actions:
- 66.2 Any change (addition, modification, deletion) to the Personnel listed in the work plan.
- 66.3 Documents Prepared by the Bidder to be the Property of AIC: All plans, drawings, specifications, designs, reports, other documents and software prepared by the Bidder for AIC under this Contract shall become and remain the property of AIC, and the Bidder shall, not later than upon termination or expiration of this Contract, deliver all such documents to AIC, together with a detailed inventory thereof. The Bidder may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from AIC and AIC reserves right to grant or deny any such request. If license agreements are



- necessary or appropriate between the Bidder and third parties for purposes of development of any such computer programs, the Bidder shall obtain AIC's prior written approval to such agreements, and AIC shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.
- 66.4** Equipment, Vehicles and Materials Furnished by AIC: Equipment, vehicles and materials made available to the Bidder by AIC or purchased by the Bidder wholly or partly with funds provided by AIC, shall be the property of AIC and shall be marked accordingly. Upon termination or expiration of this Contract, the Bidder shall make available to AIC an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with AIC's instructions. While in possession of such equipment, vehicles and material, the Bidder, unless otherwise instructed by AIC in writing, shall insure them at the expense of AIC for an amount equal to their full replacement value.
- 66.5** Equipment and Materials provided by the Bidder: Either Equipment or materials brought into the Government's country by the Bidder and the Personnel and used for the Project, personal use shall remain the property of the Bidder, or the Personnel concerned, as applicable.
- 66.6** Conflict of Interests: The Bidder shall hold AIC's interest paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this Contract, a conflict of interest arises for any reason, the Bidder shall promptly disclose the same to AIC and seek its instructions.
- 66.7** Bidder not to benefit from Commissions, Discounts, etc.:
- 66.8** Furthermore, if the Bidder, as part of the Services, has the responsibility of advising AIC on the procurement of goods, works or services, the Bidder shall comply with AIC's applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of AIC. Any discount or commission obtained by the Bidder in exercise of such procurement responsibility shall be for AIC. Bidder and Affiliates Not to Engage in Certain Activities: The Bidder agrees that, during the term of this Contract and after its termination, the Bidder and any entity affiliated with the Bidder, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Bidder's Services for the preparation or implementation of the project.
- 66.9** "Nothing contained in these Terms and Conditions be construed as establishing or creating between the Parties, a relationship of Master and Servant or Principal and Agent.
- 66.10** Any failure or delay on the part of any Party to exercise right or power under these Terms and Conditions shall not operate as waiver thereof.
- 66.11** The Bidder shall notify AIC of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.
- 66.12** The Bidder shall at all times indemnify and keep indemnified AIC against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.
- 66.13** The Bidder shall at all times indemnify and keep indemnified AIC against any claims in



respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Bidder's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Bidder.

**66.14** The Bidder shall at all times indemnify and keep indemnified AIC against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Contractor, in respect of wages, salaries, remuneration, compensation or the like.

**66.15** All claims regarding indemnity shall survive the termination or expiry of the Contract.

**66.16** It is acknowledged and agreed by both Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the Bidder for any engagement, service or employment in any capacity in any office or establishment of AIC.

#### **67. 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.

Subject to the above and unless otherwise stated in this Contract, the maximum aggregate liability of the Bidder shall be, regardless of the form of claim, the total contract value.

Exclusion of Implied Warranties: Except for the foregoing and unless otherwise stated or implied in this Contract, the Bidder excludes and disclaims all warranties, conditions or statements.

Both the Parties agree that the following shall be excluded from purview of such limitations

- a. Breach of Confidentiality;
- b. Breach of Intellectual Property Rights;
- c. Breach of gross negligence; and
- d. Breach of wilful misconduct.

#### **68. Fairness and Good Faith**

**68.1 Good Faith:** The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

**68.2 Operation of the Contract:** The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the



Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause \_\_\_\_ hereof.

## **69. Normalization of bids**

AIC will go through a process of technical evaluation and normalization of the bids to the extent possible and feasible to ensure that bidders are more or less on the same technical ground. After the normalization process, if AIC feels that any of the bids need to be normalized and that such normalization has a bearing on the commercial bid; AIC may at its discretion ask all the shortlisted bidders to resubmit the updated eligibility and commercial bids once again for scrutiny. AIC may repeat this normalization process at every stage of technical submission till AIC is reasonably satisfied. The bidders agree that they have no reservation or objection to the normalization process and all the eligible short-listed bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to AIC during this process. The bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process. Any non-compliance to the normalization process may result in disqualification of the concerned bidder.

AIC may call for any clarifications/ additional particulars required, if any, on the eligibility / commercial bids submitted. The bidder shall have to submit the clarifications/ additional particulars in writing within the specified date and time. The bidder's offer may be disqualified, if the clarifications/ additional particulars sought are not submitted within the specified date and time. AIC also reserves the right to conduct reference site visits at the bidder's client sites. Based upon the final technical scoring, short listing would be made of the eligible bidders for final commercial bidding.

## **70. Instructions to Bidder**

### **70.1 Bidding process**

#### **Procedure for submission of Bids**

Bidders are required to submit Bids online through e-procurement portal - <https://aicofindia.auctiontiger.net/EPROC/>. Submission of Online Bids is mandatory for this Tender.



The bids in response to this RFP must be submitted online in TWO parts –ELIGIBILITY BID [EB] & COMMERCIAL BID [CB].

The Bids will be submitted as below:

### 70.2 Eligibility Bid

The Eligibility bid should be complete in all respects and contain all information asked for.

**IT SHOULD NOT CONTAIN ANY PRICE INFORMATION** *If any price information is mentioned, the Bid will be rejected.*

The units registered under Single Point Registration Scheme of NSIC are eligible to get the benefits under Public Procurement Policy for Micro, small & Medium Enterprises (MSMEs) Order 2012 as notified by the Government of India, Ministry of Micro Small & Medium Enterprises, New Delhi vide Gazette Notification dated 23.03.2012 and amendment vide order no. S.O. 5670(E) dated 9th November 2018.

- Issue of the Tender Sets free of cost;
- Exemption from payment of Earnest Money Deposit (EMD);

### 70.3 EMD

The Bidder shall furnish, as part of his Bid a tender processing fees of INR 5,000/- (Rupees Eight Thousand only) in the form of NEFT/RTGS and EMD of INR 50,000/- (Rupees Fifty Thousand only) in the form of NEFT/RTGS to Agriculture Insurance Company of India Limited, and the Eligibility Bid at the e-tender portal.

RFP response not accompanied by EMD and tender processing fee shall not be evaluated.

### 70.4 Commercial Bid

The SINGLE CONSOLIDATED COMMERCIAL BID must be submitted at the e-tender portal. The Commercial Bid should not contradict the eligibility Bid in any manner and shall be unconditional.

## 71. Submission of Documents in the Bids

The documents in the bids will be submitted as below:

### 71.1 Eligibility Bid

Eligibility Bid will contain the details as required in the eligibility criteria, along with the documentary evidence, and other documents related to the bid.

1. Annexure A: Covering letter of Technical offer
2. Annexure B: Proposal Form



3. Annexure C: Technical Bid
4. Annexure D: Commercial Offer
5. Annexure E: Commercial Bid
6. Annexure F: Undertaking from the Bidder on their Company's letter head
7. Annexure G: Profile of Partners/Professionals/Employees on firm's payroll
8. Annexure H: Authorization Letter
9. Annexure I-Integrity Pact-Undertaking by Bidder
10. Annexure J: Performa for Performance Bank Guarantee
11. Annexure K: Format of Bank Guarantee (EMD)
12. Annexure L: Land Border Sharing Undertaking by Bidder

#### **71.2 EMD**

71.2.1 The EMD shall be submitted through NEFT/RTGS with tender processing fees, if not already paid.

71.2.2 Any BID not accompanied by the Bid Security/EMD shall be summarily rejected by the AIC as non-responsive.

71.2.3 The AIC shall be entitled to claim Damages in any of the events specified in Clause 29.2.4 herein below. The Bidder, by submitting its BID pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the AIC will suffer loss and damage on account of withdrawal of its BID or for any other default by the Bidder during the period of BID validity as specified in this RFP.

71.2.4 Bidder shall be suspended from participating in the tendering process of AIC for a period specified hereinabove, and the AIC shall be entitled for damages from such Bidder for, inter-alia, time, cost and effort of the AIC without prejudice to any other right or remedy that may be available to the AIC under the bidding documents and / or under the Contract, or otherwise, under the following conditions:

(a) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as defined in this Tender;

(b) If a Bidder withdraws its BID during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the AIC;

(c) In the case of Selected Bidder, if it fails within the specified/extended time limit by AIC-

(i) to sign and return the duplicate copy of LOA;

(ii) to furnish the Performance Security /Additional Performance Security (if any); or

(iii) to sign the Contract.



### 71.3 COMMERCIAL BID

The Commercial Bid shall be submitted in the format as per specified in Annexure E.

### 72. Signing of RFP Bids

The original and a copy of the RFP Bid shall be downloaded and shall be digitally signed on each page, implying unconditional acceptance thereof, by the Bidder or a person or persons duly authorized in writing to bind the Bidder to the Contract. Power-of-attorney accompanying the RFP Bid shall indicate such authorization. All pages of the Bid, except for un-amended printed literature, shall be initialled by the person or persons signing the RFP Bid.

The RFP Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case the person or persons signing the Bid shall initial such corrections.

### 73. Submission of Bids

Bids should be submitted ONLINE ate-procurement portal -  
<https://aicofindia.auctiontiger.net/EPROC/>

Address for submission of EMD/BG/Tender Processing Fee:

**General Manager (IT)**  
**Information Technology Department**  
**Agriculture Insurance Company of India Ltd. (AIC)**  
**Plate B&C, Fifth Floor,**  
**Block 1, East Kidwai Nagar**  
**New Delhi -110023**  
**Ph +91 11 24604444**  
**Email – [hoinfotechgroup@aicofindia.com](mailto:hoinfotechgroup@aicofindia.com)**

On or before the last Date and Time for bid submission. Any other mode of submission, e.g. by courier, fax, e-mail etc. will not be accepted.

#### 73.1 Late Bids

Any bid received after the due date and time for receipts of bids as prescribed in this RFP will be rejected and returned to the bidder.



### 73.2 Opening of Bids

The bids shall be opened in 2 phases.

In Phase 1, the eligibility Bid will be opened as per the schedule given in the RFP (subject to receipt of application money and EMD) by eligibility I Bid Opening Committee of AIC appointed for the purpose. However, the eligibility Bid will be evaluated only for the bidders who satisfy all the eligibility criteria.

In Phase 2, Commercial Bids of only bidders who meet the eligibility Evaluation cut-off shall be opened and the schedule will be communicated to the eligible bidders.

The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of the requisite EMD and such other details as AIC, at its discretion, may consider appropriate, will be announced at the commercial bid opening.

AIC reserves the right to take the services of any one or more external agencies for total evaluation of the proposal submitted by the bidder. However, the final decisive parameters would be at the sole discretion of AIC and AIC is not liable to disclose either the criteria or the evaluation report/ reasoning to the bidder(s).

### 73.3 Clarification of Bids

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

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





**73.4 Address for Communication**

<b>Point of Contact:</b>	<b>General Manager (IT)</b>
Address:	Information Technology Department <b>Agriculture Insurance Company of India Limited</b> <b>Plate B &amp; C, Fifth Floor,</b> <b>Block 1, East Kidwai Nagar</b> <b>New Delhi -110023</b> <b>Ph +91 11 24604444</b>
Email Id:	hoinfotechgroup@aicofindia.com

**73.5 Non-Transferable RFP**

This RFP document is not transferable.

**73.6 Soft Copy of RFP Document**

The soft copy of the RFP document will be made available on AIC’s website- <https://www.aicofindia.com/>. However, AIC shall not be held responsible in any way, for any errors/ omissions/ mistakes in the downloaded copy. The bidder is advised to check the contents of the downloaded copy for correctness against the printed copy of the RFP document. The printed copy of the RFP document shall be treated as correct and final, in case of any errors in the soft copy.

The bidders who are submitting the bid by downloading from AIC’s website will have to pay the non-refundable fee while submitting the bid. The same should not be included in any other envelope and should be submitted in a separate envelope.

**73.7 Bid validity period**

The offer should hold good for a period of 210 days from the last date of bid submission.

**74. Rejection of Bids**

11.1 Notwithstanding anything contained in this Tender, the AIC reserves the right to reject any BID and to annul the Bidding Process and reject all BIDs at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons



thereof. In the event that the AIC rejects or annuls all the BIDs, it may, in its discretion, invite all eligible Bidders to submit fresh BIDs hereunder.

11.2. The AIC reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any BID without assigning any reasons. The Earnest Money Deposits in such event will be returned by AIC. In case AIC scraps the bidding process, the RFP participation fees will also be refunded.

## **75. Debarment from bidding**

A bidder shall be debarred if he has been convicted of an offence—

- (a) under the Prevention of Corruption Act, 1988; or
- (b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

A bidder debarred under sub-section (i) or any successor of the bidder shall not be eligible to participate in the bidding process of any procuring entity for a period not exceeding three years commencing from the date of debarment.

AIC may debar a bidder or any of its successors, from participating in the bidding process undertaken or to be undertaken by it for a period not exceeding two years, if AIC determines that the bidder has breached the Code of Integrity.

## **76. Award of Contract**

Following the evaluation, contract may be awarded to the bidder whose bid meets the requirements of this RFP and is L-1.

AIC reserves the right to award the contract in whole or in part.

The acceptance of the bid, subject to contract, will be communicated by way of placing a purchase order 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 General Manager at the address given in this RFP.

In case of tie between L-1 bidders, the bidder with higher marks in Technical bid evaluation will be considered. If the Technical marks are also same, both the Bidders will be considered as successful Bidders. In such case, AIC at its sole discretion, invite fresh quotations from the



bidders who are tied as L-1. Out of the tied bidders, the one who quotes the lowest bid shall be awarded the contract.

## **77. Signing of Contract**

The successful bidder(s) shall be required to enter into a contract with AIC, within thirty (30) days of the award of the work or within such extended period, as may be specified by AIC. The contract shall be based on this RFP document, P.O, and such other terms and conditions as may be determined by AIC to be necessary for the due performance of the work, as envisaged herein and in accordance with the bid. However, the terms and conditions of purchase order and RFP shall constitute a binding contract till such a contract is issued.

## **78. Legal Compliance**

**78.1** The successful bidder hereto agrees that it shall comply with all applicable union, state and local laws, ordinances, regulations and codes in performing its obligations hereunder, including procurement of license, permits and certificates and payment of taxes where required. If at any time during the term of this agreement, AIC identifies or becomes aware that the successful bidder is or may be in violation of any law, ordinance, regulation, or code (or if it is so decreed or adjudged by any court, tribunal or other authority), AIC shall be entitled to terminate this contract with immediate effect.

**78.2** The successful bidder shall maintain all proper records, particularly but without limitation to accounting records, required by any law, code, practice or corporate policy applicable to it from time to time including records, returns and applicable documents under the Labour Legislation.

**78.3** The successful bidder shall ensure payment of minimum wages to persons engaged by it as fixed from time to time under the Minimum Wages Act, 1948. In case the same is not paid, the liability under the Act shall rest solely with the successful bidder.

### **78.4 Amendment to Contract**

No variation in or modification of the conditions of the contract shall be made except by written amendment signed by the parties.

### **78.5 Code of Integrity**

No official of a procuring entity or a bidder shall act in contravention of the codes which includes prohibition of

- a. making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
- b. any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained, or an obligation avoided.



- c. any collusion bid rigging or anticompetitive behaviour that may impair the transparency, fairness and the progress of the procurement process.
- d. improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
- e. any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.
- f. any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
- g. obstruction of any investigation or auditing of a procurement process.
- h. making false declaration or providing false information for participation in a tender process or to secure a contract;
- i. disclosure of conflict of interest.
- j. Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause (25.19.1) with any entity in any country during the last three years or of being debarred by any other procuring entity.
- k. The procuring entity, after giving a reasonable opportunity of being heard, comes to the conclusion that a bidder or prospective bidder, as the case may be, has contravened the code of integrity, may take appropriate measures.

The bidder needs to fully comply with the CVC circular no. 02/02/2015 dated 25.02.2015, have to go through the said Circular and agree to sign an Integrity Pact with AIC. In case, Bidder refuse to sign the Integrity Pact or fail to comply with the CVC circular No. 02/02/2015 dated 25.02.2015, the bid shall be liable to be rejected without assigning any further reason.

**The Bidder needs to submit undertaking in this regard as mentioned in Annexure I**



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

## 79. Annexures

### 79.1 Annexure: A

(Covering letter of Technical offer)

Date:

To,  
General Manager (IT)  
Information Technology Department  
**Agriculture Insurance Company of India Limited**  
**Plate B&C, Fifth Floor,**  
**Block 1, East Kidwai Nagar**  
**New Delhi -110023**

Dear Sir,

Sub: RFP FOR SELECTION OF SERVICE PROVIDER FOR COMPREHENSIVE INFORMATION AND CYBER SECURITY ASSURANCE AUDIT

With reference to the above RFP, having examined and understood the instructions, terms and conditions forming part of the RFP, we hereby enclose our offer to provide our services for Service Provider for comprehensive information and cyber security assurance audit (on basis guidelines issued by IRDAI) as detailed in your above referred RFP. We agree to all the terms and conditions mentioned in the RFP. We hereby submit our Technical Offer in a sealed envelope.

We hereby declare that all the information and statements made in this Tender are true and accept that any misinterpretation contained in it may lead to our disqualification.

We understand you are not bound to accept any Tender you receive.

Yours faithfully,  
Name  
Designation,  
Contact No.  
Seal of the firm/Company



Encl: Technical Offer in sealed envelope.



**79.2 Annexure: B**  
**PROPOSAL FORM**

(To be included in Technical Proposal Envelope)

Dear Sir,

"RFP FOR SELECTION OF SERVICE PROVIDER FOR COMPREHENSIVE INFORMATION AND CYBER SECURITY ASSURANCE AUDIT "

Reference Number:

Having examined the RFP Document, we, the undersigned, offer our services to provide consultancy services for selection of service provider for comprehensive information and cyber security assurance audit (on basis guidelines issues by IRDAI) in the Company in conformity with the requirements mentioned in said RFP documents.

We undertake, if our bid/Proposal is accepted, to carry out the work as per the scope of work, deliverables and in accordance with the time frames specified in the RFP document as well as on the payment terms mentioned therein.

We confirm that the information submitted by us in our Bid/Proposal is true and correct. We agree to abide by the Bid/ Proposal.

We hereby acknowledge and unconditionally accept that AIC may on its absolute discretion apply whatever criteria deemed appropriate in short listing and selection of the Service Providers.

We declare that we have not made any alterations/changes whatsoever in the RFP document and we are fully aware that in the event of any change, the RFP document maintained at AIC will be treated as authentic and binding and the Bid/Proposal submitted by us will be liable to be rejected by AIC in the event of any alteration made in the RFP document.

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

We undertake that, in competing for and, if the award is made to us, in executing the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act, 1988".

We understand that you are not bound to accept the lowest, or any other Proposal, you may receive.







**79.3 Annexure C**  
**TECHNICAL BID**  
**Request for Proposal**

"RFP FOR SELECTION OF SERVICE PROVIDER FOR COMPREHENSIVE INFORMATION AND CYBER SECURITY ASSURANCE AUDIT "

Reference Number:

<b>Particulars</b>	<b>Details to be furnished for the particulars</b>	<b>Details of Enclosures to be submitted</b>
Name of the Firm/Company		
Address of Registered Office		
Country of Incorporation		
Date of incorporation of the firm and Registration Number		
Telephone/Mobile and fax Number		
E mail address		
Number of Professionals with qualifications such as CISSP/CISM/CISA/DISA certifications.		
Name and Designation of the person authorized to make commitments to the Company: Name Designation Contact No Fax No Mobile No Email ID		
Presence and locations of offices in India		
Name, address, and account Number of Bidder's banker		
Details of Bid amount paid through NEFT/RTGS on Branch Amount - Rs. & date		
PAN NO GST NO		
References of at least 5 major clients	Name Address Contact Phone No	



	Email ID	
Any other information considered relevant.		

(Please attach separate sheets if space is not sufficient in any row)

Dated This -----day of -----2021

(Signature) (In the capacity of)

Duly Authorized to sign proposal for and behalf of -----



**79.4 Annexure D**

(To be furnished in the Company's letter head)

**Commercial Offer**

(To be submitted in sealed envelope)

Date:

To,

General Manager (IT)

Information Technology Department

**Agriculture Insurance Company of India Limited**

**Plate B&C, Fifth Floor,**

**Block 1, East Kidwai Nagar**

**New Delhi -110023**

Dear Sir/Madam,

We the undersigned offer to provide our services in comprehensive information and cyber security assurance audit in accordance with your RFP dated \_\_\_\_\_. Our Commercial Offer is for the sum of Rs. \_\_\_\_\_ (amount in words and figures). The amount is including any taxes, expenses and levies but excluding Good and Services Tax (GST) and is a fixed price. The GST shall be paid by AIC.

Our Commercial offer shall be binding upon us and the same is also subject to modification resulting from contract negotiations, up to expiration of the validity period 90 days of the proposal.

For the purpose of L-1 commercial evaluation only the total Bid amount will apply.

Yours faithfully,

(Name & designation, seal of the firm)

Encl: Commercial offer in sealed envelope.



**79.5 Annexure E**  
**COMMERCIAL BID**  
(To be included in Commercial Proposal Envelope)

Dear Sir,

**Request for Proposal**

"RFP FOR SELECTION OF SERVICE PROVIDER FOR COMPREHENSIVE INFORMATION AND CYBER SECURITY ASSURANCE AUDIT "

Reference Number: RFP AIC/InfoTech Dept./2021/Security Audit

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

SL	Activities	Period	Total Amount (excluding GST) (Rs.)
1	Completion of Comprehensive Information & Cyber Security Assurance audit for ICT Infrastructures including Vulnerabilities and Penetration Tests (VAPT).	Year 1	
2		Year 2	
3		Year 3	
<b>Total Bid Amount (in figure)</b>			

**Total Amount (in words):**

---

The amount is including any taxes, expenses and levies but excluding Good and Services Tax (GST) and is a fixed price. The GST shall be paid by AIC.

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

Note: All applicable taxes at the time of payment shall also be reimbursed by AIC.

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) Bidder has to station the team in AIC Head office (Delhi). In case of any necessary outstation visits (from base location i.e. Delhi), as approved by the Company, the travel, boarding, lodging and other incidental expenses would be reimbursed to us at actuals, subject to AIC norms (Manager Cadre).





## 79.6 Annexure F

### **Undertaking from the Bidder on their Company's letter head**

We (and our employees and agents) shall not, unless AIC gives permission in writing, disclose any part or whole of this RFP document, of the proposal, and/or contract, or any specification, plan, drawing, pattern, sample or information furnished by the Company (including the users), in connection therewith to any person other than a person employed by the bidder in the performance of the proposal and/or contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance. The employees engaged by us will maintain strict confidentiality.

We (and our employees and agents) shall not without prior written consent from the Company make use of any document or information given by the Company, except for purposes of performing the Contract award.

In case of breach, the Company shall take such legal action as deemed fit.

Signature and seal of authorized person

Date:

Place:





**79.8 Annexure H**  
(To be furnished in the Company's letter head)

Place:

Date:

**AUTHORIZATION LETTER FORMAT**

Date:

To,  
General Manager (IT)  
Information Technology Department  
**Agriculture Insurance Company of India Limited**  
**Plate B&C, Fifth Floor,**  
**Block 1, East Kidwai Nagar**  
**New Delhi -110023**

Subject: Authorization Letter for attending the Bid Opening

Dear Sir/Madam,

This has reference to your RFP for selection of service provider for comprehensive information and cyber security assurance audit (On Basis Guidelines issues by IRDAI). Mr./Miss/Mrs. \_\_\_\_\_ is hereby authorized to attend the bid opening of the above RFP.

Dated \_\_\_\_\_ on \_\_\_\_\_ on behalf of our organization.

Specimen Signature of Representative

The specimen signature is attested below:

Signature of Authorizing Authority

Signature of Attesting Authority

Name of Authorizing Authority

Name of Attesting Authority

AIC/InfoTech Dept./2021/Security Audit





**79.9 ANNEXURE I: Integrity Pact Undertaking**

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

**UNDERTAKING BY BIDDER**

Date:

To,  
General Manager (IT)  
Information Technology Department  
**Agriculture Insurance Company of India Limited**  
**Plate B&C, Fifth Floor,**  
**Block 1, East Kidwai Nagar**  
**New Delhi -110023**

Dear Sir,

SUB:"RFP for SELECTION OF SERVICE PROVIDER FOR COMPREHENSIVE INFORMATION AND CYBER SECURITY ASSURANCE AUDIT"

RFP Number - AIC/InfoTech Dept./2021/Security Audit

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:

AIC/InfoTech Dept./2021/Security Audit

**79.10 Annexure J: Performa for Performance Bank Guarantee****(To be stamped in accordance with stamp act)**

Reference No. : \_\_\_\_\_

Date : \_\_\_\_\_

Bank Guarantee No: \_\_\_\_\_

To: \_\_\_\_\_

Against contract vide advance acceptance of the AIC/IT/SECURITY/2020 covering supply of \_\_\_\_\_ (hereinafter called the said 'contract') entered into between Agriculture Insurance Company of India Limited (hereinafter called the Purchaser) and \_\_\_\_\_ (hereinafter called the Vendor) this is to certify that at the request of the Vendor, we \_\_\_\_\_ (Name of the Bank), are holding in trust in favour of the Purchaser, the amount of Rupees

\_\_\_\_\_ (write the sum here in words) to indemnify and keep indemnified the Purchaser against any loss or damage that may be caused to or suffered by the Purchaser by reason of any breach by the Vendor of any of the terms and conditions of the said contract and/or in the performance thereof. We agree that the decision of the Purchaser, whether any breach of any of the terms and conditions of the said contract and/or in the performance thereof has been committed by the Vendor and the amount of loss or damage that has been caused or suffered by the Purchaser shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Purchaser.

We \_\_\_\_\_ (Name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said contract by the Vendor, hereinafter called the said date and that if any claim accrues or arises against us \_\_\_\_\_ (Name of the Bank) by virtue of this guarantee before the said date, the same shall be forceable against us

\_\_\_\_\_ (Name of the Bank), notwithstanding the fact that the same is enforced within six months' after the said date, provided that notice of any such claim has been given to us \_\_\_\_\_ (Name of the Bank), by the Purchaser before the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the Purchaser.

It is fully understood that this guarantee is effective from the date of the said contract and that we \_\_\_\_\_ (Name of the Bank), undertake not to revoke this guarantee during its currency without the consent in writing of the Purchaser.

We undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Vendor in any suit or proceeding pending before any



court or tribunal relating thereto our liability under this present bond being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Vendor shall have no claim against us for making such payment.

We \_\_\_\_\_ (Name of the Bank), further agree that the Purchaser shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Vendor from time to time or to postpone for any time from time to time any of the power exercisable by the Purchaser against the said Vendor and to forebear or enforce any of the terms and conditions relating to the said contract and we, \_\_\_\_\_ (Name of the Bank), shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Vendor or for any forbearance by the Purchaser to the said Vendor or for any forbearance and/or omission on the part of the Purchaser or any other matter or thing what-so-ever, which under the law relating to sureties, would, but for this provision have the effect of so releasing us from liability under this guarantee.

The Guarantee shall not be affected by any change in the constitution or winding up of the Vendor or the Bank or any absorption, merger or amalgamation of the Vendor or the Bank with any other person.

In order to give full effect to this Guarantee, AIC shall be entitled to treat the Bank as the principal debtor. AIC shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the contract or to extend time for performance of the contract or any part of the contract or to postpone for any time and from time to time any of the powers exercisable by it against the said Vendor and either to enforce or forbear from enforcing any of the terms and conditions contained in the said contract or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by AIC of the liberty with reference to the matters aforesaid or by reason of time being given to the said Vendor or any other forbearance, act or omission on the part of AIC or any indulgence by AIC to the said Vendor or by any change in the constitution of AIC or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.



We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.

It shall not be necessary for the AIC to proceed against the said Vendor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the AIC may have obtained from the said Vendor or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.

We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the AIC in writing.

The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

This guarantee shall also be operatable at our..... Branch at New Delhi, from whom, confirmation regarding the issue of this guarantee or extension / renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment there under claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Vendor.

Office Seal

(Authorized Signatory)

Place:

Name:

Date:

Designation:

Mobile No:

Business Address:



### 79.11 Annexure K - Format of Bank Guarantee (EMD)

Transaction/NEFT details of the bidder is required to submit in the form of NEFT/Online EMD amount of INR 50,000/- (Rupees Fifty Thousand Only) at the below account details:

#### **DETAILS OF EXPENSES OF MANAGEMENT CONTROL ACCOUNT OF AIC**

COMPANY NAME: AGRICULTURE INSURANCE COMPANY OF INDIA LTD.

ACCOUNT NAME: AIC OF INDIA EXPENSES OF MANAGEMENT CONTROL ACCOUNT

BANK NAME: AXIS BANK LIMITED

A/C TYPE: CURRENT ACCOUNT

ACCOUNT NO.: 007010200018780

BRANCH NAME: NEW DELHI (DL), NEW DELHI,110001

BANK BRANCH ADDRESS: STATESMAN HOUSE, 148, BARAKHAMBHA ROAD, NEW DELHI 110001

IFSC CODE: UTIB0000007

MICR CODE: 110211002

GSTIN: 07AAECA2874P1Z7

**SCREENSHOT/DETAILS OF TRANSACTION TO BE SHARED :**



## 79.12 Annexure L: Land Border Sharing Undertaking by Bidder

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

### UNDERTAKING BY Bidder

Date:

To,  
General Manager (IT)  
Information Technology Department  
**Agriculture Insurance Company of India Limited**  
**Plate B&C, Fifth Floor,**  
**Block 1, East Kidwai Nagar**  
**New Delhi -110023**

Dear Sir,

SUB: : RFP for SELECTION OF SERVICE PROVIDER FOR COMPREHENSIVE INFORMATION AND CYBER SECURITY ASSURANCE AUDIT

I have read the clause of MoF circular No. F.No.6/18/2019-PPD dated 23.07.2020 regarding restriction on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. In case I fail to comply with the circular, my bid shall be liable to be rejected without assigning any further reason” [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]

Signature and seal of authorized person

Date:

Place:



## 80. Instructions for e-tendering

### DEFINITIONS:

a. E-procurement Technologies Limited:

Service provider to provide the e-Tendering Software and facilitate the process of e-Tendering on Application Service Provider (ASP) model.

b. ETL e-Procurement Portal:

An e-tendering portal of Agriculture Insurance Company of India Limited (AIC) introduced for the process of e-Tendering which can be accessed on <https://aicofindia.auctiontiger.net/EPROC/>.

### Pre-requisites:

- (i) It is mandatory for all the bidders to have Class-II or Class-III Digital Signature Certificate (With Both DSC Components, i.e. Signing & Encryption) from any of the licensed Certifying Agency under CCA, Ministry of Electronics and Information Technology, Government of India to participate in e-Tendering portal of ETL. Bidders can see the list of licensed CA's from the link [www.cca.gov.in](http://www.cca.gov.in) E-procurement Technologies Limited also facilitate Class II and Class III Digital Signature Certificate (With Both DSC Components, i.e. Signing & Encryption) to the bidders. Bidder may contact E-procurement Technologies Limited at mobile no. +91- 6353217080, 6359576791 for DSC related queries or can email at [sonu@abcprocure.com](mailto:sonu@abcprocure.com) and [satabdi@abcprocure.com](mailto:satabdi@abcprocure.com)
- (ii) To participate in the online bidding, it is mandatory for the Applicants to get themselves registered with the ETL e-Tendering Portal (<https://aicofindia.auctiontiger.net/EPROC/>)
- (iii) System Requirement/ Registration Manuals/ Bid Submission Manuals are available at ETL Portal (<https://aicofindia.auctiontiger.net/EPROC/>)
- (iv) For helpdesk, please contact Help Desk Nos. 9081000427/9904406300/9510812960/ 9510812971 /9374519729
- (v) Participant are requested to email their issues to helpdesk at [support@auctiontiger.net](mailto:support@auctiontiger.net) This will help serving the participant better
- (vi) The amendments/ clarifications to the tender, if any, will be posted on the ETL e-Tendering Portal (<https://aicofindia.auctiontiger.net/EPROC/>)
- (vii) The Bidder may modify or withdraw their bid after submission prior to the Bid Due Date. No Bid shall be modified or withdrawn by the Bidder after the Bid Due Date and Time.



- (viii) It is highly recommended that the bidders should not wait till the last date of bid submission to avoid complications like internet connectivity issue, network problems, system crash down, power failure, browser compatibility issue, system compatibility issue, improper digital signature certificate problem etc. In view of this context, neither M/s Agriculture Insurance Company of India Limited (AIC) nor M/s. E-procurement Technologies Limited will be responsible for such eventualities.