



## INFOTECH PROJECT SEWA – 2019

### RETENDER - REQUEST FOR PROPOSAL (RFP)

FOR

### SUPPORT & MAINTENANCE OF EMAIL SOLUTION

#### **Information Technology Department**

Agriculture Insurance Company of India Ltd. (AIC)  
Plate B&C, Fifth Floor,  
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**THIS RFP DOCUMENT IS NOT TRANSFERABLE**

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

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

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



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General Details	
<b>RFP Number</b>	INFOTECH PROJECT SEWA 2019/EMAIL/08.08.2019
<b>Department Name</b>	AIC-HO Infotech Department
<b>Scope of Work</b>	As mentioned in Section 2
<b>Mode of RFP Submission</b>	Offline
<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
<b>Key Dates</b>	
<b>Document Download Start Date</b>	08.08.2019 The document can be downloaded from AIC's website <a href="http://www.aicofindia.com/">http://www.aicofindia.com/</a>
<b>Last Date and time for submission of Queries (if any)</b>	Queries must reach us on or before 13.08.2019 5:00 pm through E-mail on <a href="mailto:hoinfotechgroup@aicofindia.com">hoinfotechgroup@aicofindia.com</a>
<b>Clarifications/ Amendments if any</b>	14.08.2019 by 5:00 PM on AIC's website
<b>Last Date and Time for Offline Bid Submission</b>	28.08.2019 till 01:00 pm
<b>Date and Time for Eligibility Bid Opening</b>	28.08.2019 from 03:30 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 at AIC Head Office</b>	Tender Processing Fee (DD) DD/Bank Guarantee for EMD Other documents supporting Eligibility Criteria, etc. as per RFP document.
<b>Mode of Tender Processing Fee Payment</b>	Offline
<b>Mode of EMD Payment</b>	Offline
<b>Payment Details</b>	
<b>Tender Processing Fee (Non-refundable)</b>	₹8,000



<b>EMD Amount</b>	₹8,00,000
<b>EMD Payable to &amp; at</b>	As per RFP document
<b>Performance Bank Guarantee</b>	10% 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>	<p>The bidders must fulfill the Eligibility criteria for being eligible to bid.</p> <p>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. Subsequent changes made based on the suggestions and clarifications as above shall be deemed to be part of the RFP document.</p> <p>The Demand Draft of ₹8,000/- on account of tender processing fees along with physical copies of all the documents mentioned in the RFP document in support of eligibility criteria etc. must be received at the following address before the date and time of submission of bid.</p> <p>Contact details of AIC:</p> <p>General Manager (IT) Information Technology Department Agriculture Insurance Company of India Limited Plate B&amp;C, Fifth Floor, Block 1, East Kidwai Nagar New Delhi -110023 Ph +91 11 24600444 <a href="mailto:hoinfotechgroup@aicofindia.com">Email – hoinfotechgroup@aicofindia.com</a></p>

## 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 20<sup>th</sup> December 2002 with an Authorized Share Capital of INR 15 billion and a Paid-up Capital of INR 2 billion. AIC commenced business operations from 1<sup>st</sup> April 2003, by taking over Crop Insurance operations from its major Promoter, General Insurance Corporation of India.

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



have to deal with around 150 thousand Bank Branches & Primary Agricultural Co-op. Societies at the grassroots level.

## 1.2 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 partner. 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 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 –

Locations / Environments / Solutions	Server Reference (Web, App, DB Tier)	OEM, Brand, Model numbers & Part Numbers	Description / Configuration	Qty
<b>Datacenter DC (Bangalore)</b>				
<b>Email Solution</b>				
Email Solution - Servers	APP	HP DL360 Gen 9	4-bit, 2xOcta-core, 2.40 GHz, 64 GB RAM, 2*600GB 10K RPM HDD drives (with RAID 10), 4x1 Gb NIC, Redundant Power Supply & Fan Kit, 8 Gig FC HBA, Dual port 10 Gig card	3
<b>Disaster Recovery Site (DRC) (Noida)</b>				
<b>Email Solution</b>				
Email Solution - Servers	App	HP DL360 Gen 9	64-bit, 2xOcta-core, 2.40 GHz, 32 GB RAM, 2*600GB 10K RPM HDD drives (with RAID 10), 4x1 Gb NIC, Redundant Power Supply & Fan Kit, 8 Gig FC HBA, Dual port 10 Gig card	1

Following is the implemented Array load Balancer:  
There are 3 management IP configured for Array appliance (quantity 2).

Hardware Details	Quantity
HWACC-ARRAY AW977200	2





APV1600 APPVELOCITY ADC BALANCER
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Following is the Server sizing of the implemented solution:

AIC - Bangalore DC Server Sizing					
Server	Operating System	Host HDD	Host CPU	Total Physical Core	VM's Role
HP DL 360 G9	Windows 2012 standard R2	2*600GB	2xOcta-Core, 2.40 GHz,	16	Mailbox-1
					Skype For Business-Front End
HP DL 360 G9	Windows 2012 standard R2	2*600GB	2xOcta-Core, 2.40 GHz,	16	Mailbox-2
					Skype For Business-Office Web App
HP DL 360 G9	Windows 2012 standard R2	2*600GB	2xOcta-Core, 2.40 GHz,	16	Comvault
NOIDA DR Site					
HP DL 360 G9	Windows 2012 standard R2	2*600GB	2xOcta-core, 2.40 GHz,	16	Mailbox-3

Implemented Commvault Email archival policy:

Comvault 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

Following are the Email Solution deployments:

Sl. No.	Item
1	3 HP Server/2 Array Load Balancer at AIC Bangalore DC



2	1 HP Server at AIC Noida DR Site
3	Rack Mount of HP Server/Array Load balancer
4	Configured Raid
5	Deployment of Windows 2012 R2
6	Deployed and configured Exchange 2016 Email Server at DC & DR
7	DAG is created between all three Exchange servers2016
8	Exchange 2016 Database
9	400 users mailbox (18 shared mailboxes)
10	Skype for Business front end core component
11	Skype for Business in 19 locations
12	Exchange agent for archival
13	Comvault Media Agent
14	Comvault Web Server / Web Console
15	Comvault agent to all 19 Location
16	Comvault Archival Server
17	Management IP assigned on both Array boxes
18	Configured HA between both array load balancer appliances
19	Add both exchange server and create services for OWA, ECP and Active Sync
20	Virtual server and bind both exchange server

AIC has procured an Oracle Private Cloud Appliance, McAfee Email Gateway, McAfee Web Gateways, McAfee Antivirus Desktop software & McAfee Antivirus Server Software's. The details of security products implemented by AIC are as below:

S.no	Product	Quantity
1	McAfee Firewall 1065-C1 Appliance	DC – 2 DR – 2
2	McAfee Web Gateway WG4500-C Appliance HW	DC – 1 DR – 1 500 licenses
3	McAfee Email Gateway EG4500-C Appliance HW	DC – 1 DR – 1 500 licenses



S.no	Product	Quantity
4	McAfee Server Security Suite Essentials	75licenses
5	Intrusion Prevention - HP Tipping Point S660N	DC- 2 DR- 2

AIC also has the following Microsoft offices licenses:

S.no	Product	Quantity
1	MS office 2010	152 licenses
2	MS office 365	437 licenses

### 1.3 Project Objective

AIC intends to engage an experienced bidder to support and maintain the existing Centralized Mail Messaging Solution for a period of 4 years. The broad scope of the bidder is as follows:

- 1.3.1. Support and Maintenance of Mail Messaging solution at AIC’s DC & DR and onsite.
- 1.3.2. The bidder is required to support & maintain the server hardware and associated software at DC and DR.
- 1.3.3. The Bidder is required to maintain the storage volume required for the mail messaging solution at DC & DR.
- 1.3.4. AIC will leverage the existing tape library and the backup software. The bidder is required to size the backup software licenses required for the solution.
- 1.3.5. The bidder is also required to take back up as per AIC’s backup policy and archive the data.

## 2 Scope of Work

### 2.1 Detailed scope of work

#### 2.1.1 General Requirements:

- 2.1.1.1 Support and Maintenance to the mailing solution which is based on centralized architecture duly taking care of and complying with the requirements. The indicative email user count at AIC during the tenure of the contract will be as below:

Count of Email Users	2019-20	2020-21	2021-22	2021-22
<b>Heavy Users</b>	200	200	225	225
<b>Light Users</b>	200	250	275	325



<b>Total Users</b>	400	450	500	550
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- 2.1.1.2 The attachment size of the users is currently up to 30 MB
- 2.1.1.3 The inbox size of heavy users is currently up to 2GB and light users is up to 1 GB.
- 2.1.1.4 The users have access to emails on client, web and mobile device

**2.1.2 E-Mail Solution Support & Maintenance should include the following**

- 2.1.2.1 The Bidder is required to implement updates and upgrades to the existing software as part of this RFP during the period of warranty and AMC/ATS at no extra cost to AIC.
- 2.1.2.2 Program updates, patches, fixes and critical security alerts as required
- 2.1.2.3 Documentation updates
- 2.1.2.4 The bidder is required to provide 9x6 onsite support and 24x7 DC & DR support throughout the tenure of the contract for Email solution related malfunctions as defined in SLAs and ability to log requests online.
- 2.1.2.5 The bidder is also required to take backup as per AIC's policy. Any resource required for taking backup should be factored in by the bidder.
- 2.1.2.6 The Bidder should ensure that Features such as the points stated below are considered as part of the implemented solution:
  - 2.1.2.6.1 Support for server-side archived data to be stored in encrypted format on a separate database as a separate instance.
  - 2.1.2.6.2 Allow for the encryption of data during transport for internal and external mails being sent for below listed file format i.e. Zip, txt, pdf, doc, xls, docx, ppt, pptx, xlsx, etc.
  - 2.1.2.6.3 Active Directory integration for authentication.
  - 2.1.2.6.4 Allow administrators to add users by individual user name, by team, and by membership Group.
  - 2.1.2.6.5 Support contemporaneous indexing of email and all attachments.
  - 2.1.2.6.6 Bidder to ensure optimal performance of the solution/hardware and should take up necessary performance tuning and upgrades if required to maintain the same at no extra cost to AIC.
  - 2.1.2.6.7 A group email id or a distribution list should not be treated as a separate license.
  - 2.1.2.6.8 The email users should be able to send and receive email using web-based interface, client and mobile access. The user count is stated in the sizing table in this RFP.
  - 2.1.2.6.9 The email users should be able to sync email and folders on the web with desktop email client software.
  - 2.1.2.6.10 Should be able to Sync outgoing/incoming/draft/outbox email messages using iOS / Android/Windows device with regular email account.
  - 2.1.2.6.11 A central dedicated archival for email and other critical information sources. The archival data would be retained as per AIC's Policy. It should also support de-duplication, message discovery for audit and compliance.
  - 2.1.2.6.12 The central dedicated archival should journal all emails.
  - 2.1.2.6.13 The central archival should be a scale out architecture to support storage expansion.



- 2.1.2.6.14 Easy and intuitive end user access to archived information from existing Microsoft outlook client
- 2.1.2.6.15 Intelligence to help efficiently retain, search, and discover information.
- 2.1.2.6.16 The bidder should conduct email administration, application upgrades, mailbox management, backup and adhere to the SLAs.
- 2.1.2.6.17 Optimized storage management – Maximize Mail Storage efficiency and optimize performance with efficient backup solution.
- 2.1.2.6.18 The backup solution can either be a native or third-party solution.
- 2.1.2.6.19 Email Storage/Quota Support Configurable global and per-user disk quotas. Administrator should have flexibility to assign mail space to individual email ID, as per the requirements.
- 2.1.2.6.20 Management of the mail server and mail boxes should be through a dedicated and secure web portal.
- 2.1.2.6.21 Support for Web interface which is for accessing the mails through browser. It should support all the latest browsers. Web Interface should be user friendly. Web interface should provide at a minimum the following options:
- i. Inbox
  - ii. Outbox
  - iii. Sent Items
  - iv. Calendar
  - v. Calendar should be shared by more than one user.
  - vi. Tasks
  - vii. Deleted items/Tasks/Rules/Change of password options etc.
  - viii. Rules/Change of password etc.
  - ix. Junk mails
  - x. Contact
  - xi. Address Book
    - Address should be displayed in alphabetical order
    - Address typing should support predictive autofill
    - Address should be searched through display name, last name etc.
  - xii. User should able to create sub folders.
  - xiii. User should have the option to save their mails in their PC through browser.
  - xiv. User should be able to change the password through browser itself.
  - xv. User should be able to login to implemented mail server, by entering user name and password one time only without entering the domain name.
- 2.1.2.7 The bidder will be responsible for managing the RTO and RPO as per AIC's BCP Plan.
- 2.1.2.8 Other related job such as supply, installation, customization, configuration, Integration, implementation, documentation, product support and performance tuning has to be taken care of by the bidder.
- 2.1.2.9 Interface or integrate with AIC's intranet portal, Core Insurance Application, HRMS, or any other



application as required by AIC

- 2.1.2.10 Implementing of proper backup and retrieval process as per AIC's policy.
- 2.1.2.11 Configuring all types of filtering, load balancing, web access, mobile access, etc., as per AIC's requirement.
- 2.1.2.12 Testing the implementation of end-to-end solution for the new licenses procured, if any.
- 2.1.2.13 The Bidder is required to conduct DR drills, if required, as per AIC's policy.
- 2.1.2.14 Uploading mail user master data automatically by taking data from other system without the need of manual intervention by providing API.
- 2.1.2.15 User & Quick reference manuals. All copies should be delivered in hard & soft copies.
- 2.1.2.16 Bidder to provide yearly ATS/AMC (as Per Annexure G). For HP servers AMC is required from year 2.
- 2.1.2.17 Commencement of work would mean reporting of successful bidder's resources at the designated AIC locations for project. The successful bidder shall not change any member of the project team during the course of the project without written consent from AIC. The project team member should be replaced by a resource of equal or higher qualification and experience.

Integration & Support is required for implemented anti-SPAM, Email Gateway & other security solutions.

### 2.1.3 Facility Management /Manpower Support

- 2.1.3.1 The bidder is required to provide 9x6 onsite support and 24x7 DC & DR support throughout the tenure of the contract for Email solution related malfunctions as defined in SLAs
- 2.1.3.2 The bidder is also required to take backup as per AIC's policy. Any resource required for taking backup should be factored in by the bidder.
- 2.1.3.3 Provide onsite support (at AIC specified centralized location).
- 2.1.3.4 Provide specialist resources for areas in scope to close the gaps identified during this period.
- 2.1.3.5 The solution management will commence after the successful completion of stabilization/ handholding phase.
- 2.1.3.6 The successful bidder is expected to ensure all the regulatory requirements for Email solution are made available without any extra cost.
- 2.1.3.7 The Bidder is required to supply and implement updates and upgrades of all the existing software licenses during the period of warranty and AMC/ATS at no extra cost to AIC.
- 2.1.3.8 Bidder must consider the tickets raised in the existing Helpdesk tool i.e. BMC Remedy (under Project SEWA) for the purpose of Helpdesk SLA compliance. For Other SLA components, Bidder must provide the SLA reports generated from the Automated tool for the monthly review. AIC personnel should be able to generate reports and monitor the calls on daily basis.
- 2.1.3.9 During the contract period, the Bidder should provide technical support towards upgradation of the solution in line with the changes required by AIC / regulatory / government bodies from time to time without any additional cost.
- 2.1.3.10 All version upgrades (excluding future major OEM costed version upgrades) should be free of cost of the contract period. Version upgrades should be done as and when a version is released prior to which, the bidder must submit a proper complete standard Operating procedure on upgradation to AIC and on confirmation from AIC the same can be carried out. The Version upgrades installed should retain the user



settings. However, any future major OEM costed version upgrades need not be factored by the Bidder in the Bill of Material.

#### 2.1.4 Reverse Transition Services

2.1.4.1 Following shall be covered as part of the Reverse Transition of Services at the end of contract period or in the event of termination:

2.1.4.1.1 If any other agency or service provider is selected by AIC for providing in-scope services, the bidder selected through this RFP shall provide support for necessary handholding, transition, sharing of information and relevant documents and other related support to the complete satisfaction of AIC. In case if AIC observes the lack of willingness to manage transit/ sharing of information or lack of support from Bidder (selected through this RFP), AIC shall have absolute discretion to requisite penalties and deduct the amount from its billing or from performance bank guarantee. The Bidder will not be penalized for delays solely attributable to AIC.

2.1.4.1.2 Bidder shall provide the necessary transition for the period of 2 months. However, this period of transition could vary depending on the need of AIC and the same shall be communicated to them.

2.1.4.1.3 During transition phase, the Successful Bidder shall not change or remove their key resources at any locations to enable the successful transition. In case such instances occur, AIC shall have the right to penalize the Successful Bidder appropriately. If a change is inevitable, it should be replaced by equal or higher resource.

2.1.4.1.4 During the exit management process, it is the responsibility of Bidder to address and rectify the problems identified with the mail messaging solution of AIC including replacements of defunct hardware, cabling/re-cabling, installation/reinstallation of the system software etc. The Successful Bidder shall ensure that the mail messaging solution (both software and hardware) are handed over to AIC in a complete operational condition to the satisfaction of AIC. In case bidder is unable to address such issues, AIC may levy penalty or invoke the performance bank guarantee of the successful bidder.

2.1.4.1.5 The ownership of the assets (including soft and hard components existing and procured through this RFP) except for those which are taken as a service, at any point of time during the term of the contract or expiry of the Contract, shall rest with AIC. In addition, any information/ data gathered or generated by the Successful Bidder during the term of the contract would be the property of AIC and the same should be handed over to AIC in native format at the end or termination of the contract.

2.1.4.1.6 In case AIC decides to withdraw any services/components from the Bidder's scope of work during the contract period, the Successful Bidder must facilitate the transition of that service/components in compliance with above clauses.

### 3 Evaluation Criteria

#### 3.1 Objective of the Evaluation Process

The objective of adopting this evaluation methodology is to facilitate the selection of the eligible Bidders who propose the most suitable support and maintenance which is also a cost-effective and support the business requirements of the AIC. All bids shall be evaluated by an Evaluation Committee set up for this purpose by the AIC.

The evaluation will be a two-phase process:



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

The Bidders who qualify the eligibility evaluation criteria shall be considered for Commercial evaluation and the successful Bidder will be determined based on the Lowest Commercial Quote (L1) as per the stated Commercial Evaluation process.

### 3.2 Evaluation Process

Initially only the eligibility bid will be opened and evaluated. The eligibility bids will be evaluated and bidders qualifying the eligibility criteria will be considered for commercial bid evaluation.

In second stage, only those bidders, who have qualified in the eligibility evaluation, shall be invited for commercial bid opening. The evaluation methodology is as under:

#### 3.2.1 Preliminary Examination of Offers

AIC will scrutinize the offers to determine their completeness (including signatures from the relevant personnel), errors, omissions in the technical & commercial offers of respective bidders. AIC reserves the right, at its sole discretion, to waive any minor non- conformity or any minor deficiency in an offer. AIC reserves the right for such waivers and AIC’s decision in the matter will be final.

#### 3.2.2 Eligibility Criteria

Only those Bidders who fulfill the following criteria are eligible to respond to the RFP. Offers received from the bidders who do not fulfil all or any of the following eligibility criteria are liable to be rejected.

S.N	Criteria	Proof to be submitted
<b>Bidder’s Experience</b>		
1	The bidder should be a Government Organization/ PSU/ or a Limited Company/ Private Limited Company/ Partnership firm under companies act in India	Copy of the Certificate of Incorporation and Certificate of Commencement of Business to be submitted.
2	Bidder should have Annual Turnover of more than Rs. 20 crores in each of the last 3 financial years (i.e. 2016-17, 2017-18, 2018-19)	1. Audited Financial statements for the financial years, 2016-17, 2017-18, 2018-19 <b>AND</b> 2. Certificate from Bidder’s Statutory Auditor.
3	Bidder should have made Profit after Tax in any two of the last three Financial years (i.e. 2016-17, 2017-18, 2018-19)	1. Audited Financial statements for the financial years, 2016-17, 2017-18, 2018-19 <b>AND</b> 2. Certificate from Bidder’s Statutory Auditor.
4	Bidder should be the authorized partner of the OEM(s) whose Email Messaging solution is implemented. Consortium of Bidders/subcontracting is not allowed.	Undertaking on bidder’s letterhead along with Confirmation from respective OEM on the OEM letterhead as per Annexure H- Manufacturer Authorization Form





S.N	Criteria	Proof to be submitted
5	Bidder should have successfully implemented/supported the MS Exchange 2016/Office 365 solution in India for at least 1 BFSI/ Govt./PSU/Large Corporate Sector in India in the last 5 years.	Relevant Credential letter OR Purchase Order with the Company's confirmation on having executed the PO to satisfaction Details to be submitted as per Annexure L: Bidder's Past Experience
6	Bidder should not be blacklisted by Central / any State Government / PSU's as on the date of bid submission.	Self-Declaration on Bidder's Letterhead
7	The Bidder should have technical support center operational in India.	An undertaking to this effect (specifying the location of such center(s)) must be submitted on bidder's letterhead along with details of the support center

**Note:**

- a. Bidders need to ensure compliance to all the eligibility criteria points.
- b. Purchase orders without relevant organization confirmation through a credential letter will not be considered as credentials.
- c. BFSI - Banking, Financial Services and Insurance organizations including regulatory authorities in India.
- d. While submitting the bid, the Bidder is required to comply with inter alia the following CVC guidelines detailed in Circular No. 03/01/12 (No.12-02-6 CTE/SPI (I) 2 / 161730 dated 13.01.2012): 'Commission has decided that in all cases of procurement, the following guidelines may be followed:
  - In an RFP, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same RFP. The reference of 'item/product' in the CVC guidelines refer to 'the final solution that bidders will deliver to the customer.
  - If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same RFP for the same item/product.'
  - The decision of the AIC shall be final and binding in this regard. Deviations will be grounds for disqualification.

Service providers who meet all these criteria would qualify for the second stage of evaluation. The service provider would also need to provide supporting documents for eligibility proof. All the credentials of the service provider necessarily need to be relevant to the Indian market. The decision of AIC shall be final and binding on all the.



### 3.2.3 Commercial Bid Evaluation

The bidders who qualify the Eligibility bid Evaluation, shall be eligible for Phase-2 Commercial Bid Evaluation. The bidder with the lowest commercials will be declared **successful L1 bidder** and shall be considered for award of the Contract.

The Bidder shall use the format as Mentioned in Annexure G: Bill of Material.

Commercial bid valuation shall be considered as below; in case of any kind of discrepancy:

1. If there is a discrepancy between words and figures, the amount in words shall prevail.
2. If there is a discrepancy between percentage and amount, the amount calculated as per the stipulated percentage basis shall prevail.
3. Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate will govern unless, in the opinion of AIC, there is an obvious error such as a misplacement of a decimal point, in which case the line item total will prevail.
4. Where there is a discrepancy between the amount mentioned in the bid and the line item total present in the schedule of prices, the amount obtained on totalling the line items in the Bill of Materials will prevail.
5. The amount stated in the correction form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall price to rise, in which case the bid price shall prevail. If there is a discrepancy in the total, the correct total shall be arrived at by AIC.
6. In case the bidder does not accept the correction of the errors as stated above, the bid shall be rejected.
7. AIC may, at its sole discretion, decide to seek more information from the respondents in order to normalize the bids. However, respondents will be notified separately, if such normalization exercise as part of the technical evaluation is resorted to.
8. All liability related to non-compliance of this minimum wages requirement and any other law will be responsibility of the bidder.
9. The highest technical bidder shall not automatically qualify for becoming selected bidder and for award of contract by AIC. Only the L1 bidder of all technically passing bidder shall qualify for award of contract
10. AIC shall not incur any liability to the affected bidder on account of such rejection.
11. The bidder whose eligibility and commercial bid is accepted will be referred to as “successful Bidder” and AIC will notify the same to the successful bidder.
12. The final decision on the successful bidder will be taken by AIC. The implementation of the project will commence upon signing of a contract between AIC and the selected bidder based on the evaluation.
13. If for some reason, the successful bidder fails to execute an agreement within a specified timeline, AIC reserves the right to award the contract to the next most eligible bidder based on the evaluation scores and commercial prices quoted.

## 4 Service Level Agreement

Service Level Availability is to be measured and reported on a monthly basis by bidder and will be validated by AIC to its satisfaction. Solution availability monitoring will be on basis of solution process availability to the end user and not only on OS availability wherever technically feasible.



Bidder must consider the tickets raised in the existing Helpdesk tool i.e. BMC Remedy (under Project SEWA) for the purpose of HelpDesk SLA compliance. For Other SLA components, Bidder must provide the SLA reports generated from the Automated tool for the monthly review. AIC personnel should be able to generate reports and monitor the calls on daily basis.

Business Service	Definition	Calculation	Periodicity	Service Level	Penalty monthly cost	% of support	Monitoring Mechanism
<b>Solution Management Services</b>							
<b>Mail Messaging Solution</b>	Availability	(Total uptime in a Month) / (Total time in a month - scheduled downtime)	Monthly	99.8%	1. <99.8% & >=99% - 0.5% 2. < 99% & >= 98% - 1% 3. < 98% & >= 97% - 2%  For each additional drop of 1% in performance below 97%, 2% will be levied as additional penalty.		Availability Reports
<b>Hardware Utilization</b>							
<b>Mail Messaging Hardware</b>	Performance	Hardware average Hourly utilization levels should be less than 70%. (CPU, Memory, Cache, Hard Disk, NIC cards)	Monthly	99.9%	1. <99.9% & >=95% - 0.5% 2. < 95% & >= 90% - 1% 3. < 90% & >= 85% - 2%  For each additional drop of 5% in performance below 94%, 5% will be levied as additional penalty.		Availability Reports
Time to Respond a call	Maximum time to respond to a call/issue (within 30 minutes)	Total calls responded within 30 minutes/Total Calls responded	Monthly	95%	1. <95% & >=93% - 0.5% 2. <93% & >= 91% - 1% 3. <91% & >= 89% - 2%		Audit report/Tools



Business Service	Definition	Calculation	Periodicity	Service Level	Penalty monthly cost	% of support	Monitoring Mechanism
					For each additional drop of 1% in performance below 89%, 2% will be levied as additional penalty.		
<b>Helpdesk</b>							
Time to Resolve a call	<ul style="list-style-type: none"> <li>Severity 1 within 4 hours of problem reporting</li> <li>Severity 2 within 8 hours of problem reporting</li> </ul> <p>Note: In case bidder requests for any time extension in resolving the incident, the bidder needs to take prior approval from AIC. AIC holds the right to accept or reject the request and accordingly penalties will be levied.</p>	<p>Severity is defined as (Any one or more of the following):</p> <p><b>Severity 1</b></p> <ul style="list-style-type: none"> <li>Heavy user(s) impacted</li> <li>More than 5 users being impacted</li> <li>Security Incidents</li> <li>There is a problem with entire or part of IT service which cannot be used for normal business activities impacting external users or internal users</li> <li>There is a direct or indirect impact on customer satisfaction.</li> <li>No work-around or</li> </ul>	Monthly	95%	1. <95% & >=93% - 0.5% 2. <93% & >= 91% - 1% 3. <91% & >= 89% - 2%		Audit report/Tools



Business Service	Definition	Calculation	Periodicity	Service Level	Penalty monthly cost	% of support	Monitoring Mechanism
		manual process available <ul style="list-style-type: none"> <li>Financial impact on AIC</li> </ul> <b>Severity 2</b> <ul style="list-style-type: none"> <li>Less than 5 internal users being impacted (except Heavy User)</li> </ul>					
Recovery of emails	Maximum time for recovery of mail from archived data	Total mails recovered from Archive within 24 hours/Total emails recovered from archive	Monthly	95%	1. <95% & >=93% - 0.5% 2. <93% & >= 91% - 1% 3. <91% & >= 89% - 2%  For each additional drop of 1% in performance below 89%, 2% of the Monthly payment to the Bidder will be levied as additional penalty.		Audit report/Tools

AIC shall reserve the right to perform root cause analysis (RCA) by its internal team(s) or engage external parties to perform the same. The successful bidder shall cooperate with the team performing the procedures. Decision taken by AIC for RCA performed shall be final.

The total amount of Penalty imposed by AIC, under this Contract shall not exceed 10% of the total value of the Purchase Order value.



## **5 Terms and Condition**

### **5.1 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 agreement. The bidder, selected for the project, will have to enter into a contract agreement directly with AIC.

The contract agreement will 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, will also form part of the agreement.

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

The original bill/ invoice for the services rendered must be furnished along with the prices thereof, per the terms and conditions contained in this document. The bidder will 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 will have the right to take appropriate action against the bidder as it deems fit. Payment shall be made on the actual procurement.

The successful bidder shall abide by the ISMS framework (ISO 27001:2005/ISO 27001:2013 or any other such framework as deployed at AIC) of AIC which includes Incident Management, Change Management, Capacity Management, Configuration Management etc. These conditions shall apply to the Email project to be implemented by AIC.

### **5.2 Application**

For the purpose of the Purchase Agreement as well as for the purpose of the RFP Document, the purchaser 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 24600444**  
**Email – [hoinfotechgroup@aicofindia.com](mailto:hoinfotechgroup@aicofindia.com)**

### **5.3 Standards**

The services and other materials including all deliverables and reports under the contract shall conform to the standards mentioned in the Technical Specification, indicated in this RFP as well as the Eligibility Bid submitted by the bidder and/ or agreed between AIC and the bidder, and when no applicable standard is mentioned, the services/ products/ deliverables shall be supplied under the authoritative and appropriate



international standards of such services/ products/ deliverables and such standards shall be the latest issued by the concerned institution(s).

#### **5.4 Governing Language**

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

#### **5.5 Applicable Law**

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

#### **5.6 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 to such Party at the address specified in Clause 5.2.
- A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in Clause 5.2.

#### **5.7 Right to Alter**

AIC reserves the right to alter the requirements specified in the RFP. AIC also reserves the right to delete one or more items from the list of items specified in the RFP. AIC will inform all bidders about changes, if any.

The bidder agrees that AIC has no limit on the additions or deletions on the items for the period of the contract. Further the bidder agrees that the prices quoted by the bidder would be proportionately adjusted with such additions or deletions in quantities.

#### **5.8 Contract Agreements**

Any change made in any clause of the contract which modifies the purview/scope of the contract within the validity and currency of the contract shall be deemed as an amendment. Such an amendment can and will be made and be deemed legal only when the parties to the contract provide their written consent for carrying out the amendment, subsequent to which the amendment is duly signed by the parties and shall be construed as part of the contract. The details of the procedure for amendment shall be as specified in the contract.

#### **5.9 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.



## 5.10 Indemnity

The bidder shall, at its own cost and expenses, defend and indemnify AIC against all third-party claims including those of the infringement of intellectual property rights, including patent, trademark, copyright, trade secret or industrial design rights, arising from the performance of the contract.

The bidder shall expeditiously meet any such claims and shall have full rights to defend itself therefrom. If AIC is required to pay compensation to a third party resulting from such infringement, the bidder will bear all expenses including legal fees.

AIC will give notice to the bidder of any such claim and shall provide reasonable assistance to the Bidder in disposing of the claim.

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.

## 5.11 Suspension

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

- (i) Shall specify the nature of the failure, and
- (ii) Shall allow the Bidder to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Bidder of such notice of suspension.

## 5.12 Termination

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

5.12.1.1 If the Bidder fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Section 5.11 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as AIC may have subsequently approved in writing.

5.12.1.2 If the Bidder becomes insolvent or goes into liquidation or receivership whether compulsory or voluntary,

5.12.1.3 If the Bidder fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Section 5.40 hereof,

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

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

5.12.1.6 If the Bidder places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to AIC,

5.12.1.7 If the Bidder fails to provide the quality of services as envisaged under this Contract. The Committee formulated to monitor the progress of the assignment may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The Committee may decide to give one chance to the Bidder to improve the quality of the services.





5.12.1.8 If, as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than thirty (30) days.

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

In such an occurrence AIC shall give a not less than thirty (30) days' written notice of Termination to the Bidder, thirty (30) days' in case of the event referred to in (8), and thirty (30) days in case of event referred to in (9) above.

5.12.2 **By the Bidder:** The Bidder may terminate this Contract, by not less than thirty (30) days' written notice to AIC, in case of the occurrence of any of the events specified in paragraphs (1) through (4) of this Clause 5.11.2.

5.12.2.1 If AIC fails to pay any money due to the Bidder pursuant to this Contract and not subject to dispute pursuant to Section 5.40 hereof within thirty (30) after receiving written notice from the Bidder that such payment is overdue.

5.12.2.2 If, as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than thirty (30) days.

5.12.2.3 If AIC fails to comply with any final decision reached as a result of arbitration pursuant to Section 5.40 hereof.

5.12.2.4 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 Bidder may have subsequently approved in writing) following the receipt by AIC of the Bidder's notice specifying such breach.

5.12.3 **Cessation of Rights and Obligations:** Upon termination of this Contract pursuant to Section 5.12 hereof, all rights and obligations of the Parties hereunder shall cease, except

5.12.3.1 such rights and obligations as may have accrued on the date of termination or expiration,

5.12.3.2 the obligation of confidentiality set forth in Section 5.29 hereof,

5.12.3.3 the Bidder's obligation to permit inspection, copying and auditing of their accounts and records set forth in Section 5.18 hereof, and

5.12.3.4 Any right which a Party may have under the Law

5.12.4 **Cessation of Services:** Upon termination of this Contract by notice of either Party to the other pursuant to Section 5.12 hereof, the 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

5.12.5 **Payment upon Termination:** Upon termination of this Contract pursuant to Section 5.12 hereof, AIC shall make the following payments to the Bidder:

5.12.5.1 If the Contract is terminated pursuant to Section 5.12.1 (7), (8) or Section 5.12.2, remuneration pursuant to Section 5.44.

- hereof for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Section 5.44
- hereof for expenditures actually and reasonably incurred prior to the effective date of termination;

5.12.5.2 If the Contract is terminated pursuant of Section 5.12.1 (1) to (6), the Bidder shall not be entitled to



receive any payment upon termination of the Contract. However, AIC may consider to make payment for the part satisfactorily performed on the basis of Quantum Merit 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 Section 5.16 of this Contract. The Bidder will be required to pay such liquidated damages to AIC within 30 days of termination date.

- 5.12.6 **Disputes about Events of Termination:** If either Party disputes whether an event specified in paragraphs (1) through (7) of Section 5.12.1 or in Section 5.12.2 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 Section 5.40 hereafter, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

### 5.13 Earnest Money Deposit

Each bidder is required to submit in the form of Bank Guarantee drawn in favor of "AGRICULTURE INSURANCE COMPANY OF INDIA LIMITED" payable at NEW DELHI, Earnest money Deposit (EMD) of INR 8, 00,000/- (Rupees eight Lakhs Only). AIC may accept Bank Guarantee for an equivalent amount valid for 210 days from the last date of bid submission and issued by any scheduled commercial Bank.

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

The EMD made by the bidder will be forfeited or Bank Guarantee furnished by the bidder for EMD shall be invoked if:

- The bidder withdraws his proposal before processing of the same.
- The bidder withdraws his proposal after processing but before acceptance of the PO issued by AIC.
- The selected bidder withdraws his 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) for 10% of the Contract Value valid for 54 months including claim period of 6 (six) months, validity starting from its date of issuance. The PBG shall be submitted within 15 days of the PO from AIC.

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

### 5.14 Performance Bank Guarantee

5.14.1 As mentioned above, the successful bidder will furnish an unconditional and irrevocable Performance Bank Guarantee (PBG) for 10% of the Contract Value valid for 54 months including claim period of 6 (six) months, validity starting from its date of issuance. The PBG shall be submitted within 15 days of the PO from AIC.

5.14.2 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.



- 5.14.3 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 his/ her favour with authorization to sign the documents.
- 5.14.4 Each page of the PBG must bear the signature and seal of the BG issuing Bank and PBG number.
- 5.14.5 In the event of the successful bidder being unable to service the contract for whatever reason, AIC may invoke the PBG else than the contract is terminated due to force majeure or insolvency.
- 5.14.6 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. AIC shall notify the successful bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the successful bidder is in default.
- 5.14.7 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.
- 5.14.8 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.
- 5.14.9 The format for Performance Bank Guarantee is given in Annexure: J

### **5.15 Delay's in Bidder's Performance**

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

- 5.15.1 Claiming Liquidated Damages
- 5.15.2 Termination of the purchase agreement fully or partly and claim liquidated damages.
- 5.15.3 Forfeiting of Earnest Money Deposit/ invoking EMD Performance Bank Guarantee

### **5.16 Liquidated Damages**

- 5.16.1 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 Bidder to AIC, without prejudice and in addition to the other relevant provisions stated in these Terms and Conditions.
- 5.16.2 The amount of liquidated damages under this Contract shall not exceed 10% of the total value of the Commercial in Annexure G.
- 5.16.3 The liquidated damages shall be applicable under the following circumstances:
- (i) If the deliverables are not submitted as per schedule, the Bidder shall be liable to pay 1% of the total cost of the services for delay of each week or part thereof.
  - (ii) 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 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.

## 5.17 Force Majeure

### 5.17.1 Definition:

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

5.17.2 **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.

### 5.17.3 Measures to be taken:

- 5.17.3.1 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.
- 5.17.3.2 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.
- 5.17.3.3 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.
- 5.17.3.4 During the period of their inability to perform the Services as a result of an event of Force Majeure, the Bidder, upon instructions by AIC, shall either:



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

5.17.3.5 In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Section 5.40.

## 5.18 Accounting Inspection and Audits.

### The Bidder:

- 5.18.1 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
- 5.18.2 Shall periodically permit AIC or its designated representative and/or AIC, and upto five 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.

## 5.19 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 of labor and materials 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 the purchaser to the bidder for completion of the contractual obligations by the 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 entire completion of the project should be a part of the financial bid submitted by the 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 on AIC for the same. However, in the instance 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 down ward) 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.

## 5.20 Excise Duty

The Excise/ Customs duty must be mentioned separately in the invoice and AIC may set off the applicable excise/ customs duty against duty-free credit scripts.



### **5.21 Professional Fees/ Charges**

If any of the items/ activities as mentioned in the price bid and as mentioned in Annexure G: Bill of Material is not taken up by AIC during the course of this assignment, AIC will not pay the professional fees/ charges quoted by the bidder in the price bid against such activity/ item. AIC shall pay the professional fees, only on actual basis, for which services have been availed in the contract period.

### **5.22 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 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.

### **5.23 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 bidder, and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect without the advance written consent of AIC.

### **5.24 Subcontracting**

The Bidder is not allowed to subcontract work relating to the Services.

### **5.25 Contract Period**

The contract period for providing support and maintenance for the currently implemented Email solution will commence from the date of issuance of the PO and will be valid for 4 years. AIC can extend the contract by additional two years at the sole discretion of AIC. However, the terms of the contract will be mutually agreed for the extension.

The selected bidder needs to 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 against the proposed Service Levels 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 will enter into an agreement with 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 has to coordinate for migration of Email 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 successful bidder shall be communicated to successful bidder one month before the transition starts. AIC shall reserve 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 event of bidder 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. Also, any interface development carried out/ customization done specifically for AIC shall be transferred to AIC at no additional cost.

Successful bidder agrees to ensure that all the items/ products used for delivering services to AIC including all components are new and are using state of the art technology. Successful bidder shall provide such proof of the new equipment (e.g. Copy of invoice etc.) to AIC. In case of software supplied with the system, successful bidder shall ensure that the same is licensed and legally obtained with valid documentation made available to AIC. Successful bidder shall indemnify, protect and save AIC against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements under the Copyrights Act, 1957 or IT Act 2008 or any Act in force at that time in respect of all the hardware, software and network equipment or other systems supplied by bidder to AIC from any source.

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.

AIC shall reserve the right to procure any or all of the components of the Email solution including intellectual property rights at the end of the contract period at a consideration to be mutually agreed upon between AIC and the successful bidder.

## **5.26 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 enable AIC to resort to any or all of the following at sole discretion of AIC.

- Claiming Liquidated Damages
- Termination of the agreement fully or partly

In addition to the termination of the agreement, AIC reserves the right to appropriate the damages by invoking the performance guarantee.

## **5.27 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.





## 5.28 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.

## 5.29 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.

## 5.30 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.

## 5.31 Execution of NDA

The bidder and AIC shall execute a Non-disclosure Agreement (NDA). The NDA format will be shared with the successful bidder. The bidder shall execute the NDA within one month from the date of acceptance of the purchase order.

## 5.32 Obligation of AIC

5.32.1 **Assistance and Exemptions:** Unless otherwise specified in the SC, 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 any such other assistance as may be specified in the SC.

## 5.33 Substitute of Project Team Members

5.33.1 Except as AIC may otherwise agree, no changes shall be made in the Personnel. 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.

5.33.2 If AIC:

- a. finds that any of the Personnel has committed serious misconduct or has been charged with having





committed a criminal action, or

- b. has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the 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.

### **5.34 Professionalism**

The 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.

### **5.35 Standard of Performance**

The 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 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.

### **5.36 Authorized Signatory**

The selected bidder shall indicate the authorized signatories who can 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 bidder shall furnish proof of signature identification for above purposes as required by AIC.

### **5.37 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).

### **5.38 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:

5.38.1 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.

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



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

### 5.39 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:

5.39.1.1 **"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.

5.39.1.2 **"Fraudulent Practice"** means a misrepresentation or omission of facts in order to influence a selection process or the execution of a Contract,

5.39.1.3 **"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, noncompetitive levels.

5.39.1.4 **"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.

### 5.40 Settlement of Disputes

5.40.1 **Amicable Settlement:** Performance of the Contract is governed by the terms & conditions of the Contract, in case disputes arise between the parties regarding any matter under the Contract, 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, Section 5.40.2 shall become applicable.

5.40.2 **Arbitration:** In the case of dispute arising upon or in relation to or in connection with the Contract between AIC and the Bidder, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. 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.

5.40.3 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.

5.40.4 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.

### 5.41 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.

#### **5.42 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 the Email 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.

#### **5.43 Transfer of Agreements**

On request by AIC or its nominated vendor, the bidder shall effect such assignments, transfers, innovations, licenses and sub-licenses in favor of AIC or its nominated vendor, in relation to any equipment lease, maintenance or service provision agreement between the bidder and nominated vendor, and which are related to the services and reasonably necessary for the carrying out of replacement services.

AIC and its appointed nominees shall have the right of access to premises where the assets are hosted or from where services are being provisioned.

#### **5.44 Payment Terms**

##### **5.44.1 License procurement**

On procurement of licenses payment will be made after delivery & installation.

##### **5.44.2 ATS**

The payment of ATS shall be made on Yearly basis. The ATS cost shall be paid on a yearly basis in advance.

##### **5.44.3 AMC**

The payment of AMC shall be made on Yearly basis after expiry of current AMC of implemented solution. The AMC cost shall be paid on a yearly basis in advance.

##### **5.44.4 Support charges**

The payment of support charges shall be made on quarterly basis in arrears of the implemented solution across AIC.

##### **5.44.5 Other Payment Terms**

At all times AIC would be paying only for the services / application modules/ hardware utilized by AIC or deployed in production. At no point, AIC would pay for the services/ modules/ infrastructure that is not deployed for AIC's use.



Also, the payments for each month/ quarter (as applicable) will be made only after the acceptance of the milestones and relevant activities/ deliverables for that month/ quarter. Any delay in achievement of the milestones or deliverables will result in further delay of the payment.

The Bidder recognizes that all payments to the bidder under this RFP and subsequent agreement are linked to and dependent on successful achievement and acceptance of milestones/ deliverables/ activities set out in the project plan and therefore any delay in achievement of such milestones/ deliverables/ activities shall automatically result in delay of such corresponding payment.

TCO will be calculated as the summation of the grand total of the price bid.

The reasons like non-familiarity with the site conditions and/ or existing IT infrastructure will not be considered as a reason for any delay or extra claims whatsoever.

AIC shall pay the fees due under this RFP and subsequent agreement after deducting any tax deductible at source ("TDS"), as applicable. AIC shall pay each undisputed invoice raised in accordance with this RFP and subsequent agreement, within reasonable time after its receipt unless otherwise mutually agreed in writing, provided that such invoice is dated after such Fees have become due and payable under this RFP and subsequent agreement.

Any objection/ dispute to the amounts invoiced in the bill shall be raised by AIC within reasonable time from the date of receipt of the invoice. Upon settlement of disputes with respect to any disputed invoice(s), AIC will make payment within reasonable time after the settlement of such disputes.

All the payments becoming due during each of the quarters of the contract period will be paid at the end of the respective quarter. The first quarter for this purpose will end after 3 months from date of signing of the contract or master agreement/ service level agreement with AIC.

## 5.45 Miscellaneous Terms and Conditions and Provisions

The following are some of the general terms and conditions:

- 5.45.1 **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:
- 5.45.1.1 Any change (addition, modification, deletion) to the Personnel listed in the work plan.
  - 5.45.1.2 **Subcontracts:** The Bidder will not subcontract any work/services relating to the RFP
- 5.45.2 **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.
- 5.45.3 **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.

- 5.45.4 **Equipment and Materials provided by the Bidder:** Equipment or materials brought into the Government's country by the Bidder and the Personnel and used either for the Project or personal use shall remain the property of the Bidder or the Personnel concerned, as applicable.
- 5.45.5 **Conflict of Interests:** The Bidder shall hold AIC's interests 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.
- 5.45.6 Bidder not to benefit from Commissions, Discounts, etc.:
- 5.45.6.1 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.
- 5.45.7 "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.
- 5.45.8 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.
- 5.45.9 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.
- 5.45.10 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.
- 5.45.11 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.
- 5.45.12 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.
- 5.45.13 All claims regarding indemnity shall survive the termination or expiry of the Contract.
- 5.45.14 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.
- 5.45.15 **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.

5.45.16 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.

5.45.17 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.

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

5.45.18.1 Breach of Confidentiality,

5.45.18.2 Breach of Intellectual Property,

5.45.18.3 Breach of gross negligence, and

5.45.18.4 Breach of willful misconduct.

## 5.46 Fairness and Good Faith

5.46.1 **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.

5.46.2 **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 Section 5.40 hereof.

## 5.47 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 can 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 eligibility 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 has 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 reserves the right to call for presentation(s), product walkthroughs, on the features of the solution offered etc., from the bidders based on the eligibility bids



submitted by them. 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.

## 6 Instructions to Bidder

### 6.1 Bidding process

#### Procedure for submission of Bids

The bids in response to this RFP must be submitted in TWO parts –ELIGIBILITY BID [TB] & COMMERCIAL BID [CB]. Both the Bids must be submitted together, but in separate sealed covers, giving full particulars, addressed to <As mentioned in Section 6.4> and duly super scribed as follows:

- Supply, Implementation and Maintenance of Email Solution- Eligibility Bid
- Supply, Implementation and Maintenance of Email Solution- Commercial Bid

The Bids will be submitted as below:

#### 1. ENVELOPE - I (ELIGIBILITY BID)

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

IT SHOULD NOT CONTAIN ANY PRICE INFORMATION

The units registered under Single Point Registration Scheme of NSIC are eligible to get the benefits under Public Procurement Policy for Micro & Small Enterprises (MSEs) 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);

#### 2. ENVELOPE - II (EMD)

The Bidder shall furnish, as part of his Bid a tender processing fees of INR 8000 in the form of Demand Draft and EMD of INR 8, 00,000/- (Rupees Eight Lakh only) in the form of a Demand Draft/Bank Guarantee issued by a Nationalized / Scheduled Bank in favor of "Agriculture Insurance Company of India Limited" payable at New Delhi, must be submitted at AIC Head Office.

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

#### 3. ENVELOPE - III (COMMERCIAL BID)

The Commercial Bid shall be submitted in the format as per specified in Annexure G: Bill of Materials. The bidder is required to submit the following in the commercial Bid:

1. Annexure F: Commercial Compliance Statement
2. Annexure G: Bill of Materials





Bidder should submit their Commercial Quotes ONLY in the Commercial Bill of Materials (Annexure - G) given in the RFP; otherwise the entire RFP response shall be liable to be rejected. The Commercial Bid must be filled in completely, without any error, erasure or alteration.

## **6.2 Submission of Documents in the Bids**

The documents in the bids will be submitted as below:

### **6.2.1 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: Cover Letter
2. Annexure B: Bid Undertaking Letter
3. Annexure C: Confirmation of Terms & Conditions
4. Annexure D: Client Reference Letter
5. Annexure E: Resource Deployment Plan during Support and Maintenance Phase
6. Annexure H- Manufacturer Authorization Form
7. Annexure K: Confirmation of Eligibility Criteria and the required supporting documents as per the eligibility criteria

### **6.2.2 EMD**

The EMD DD/BG shall be submitted in an open envelope along with tender processing fees, if not already paid at AIC HeadOffice.

### **6.2.3 COMMERCIAL BID**

The Commercial Bid shall be submitted in the format as per specified in Annexure G: Bill of Materials. The bidder is required to submit the following in the commercial Bid:

3. Annexure F: Commercial Compliance Statement
4. Annexure G: Bill of Materials

Bidder should submit their Commercial Quotes ONLY in the Commercial Bill of Materials (Annexure - G) given in the RFP; otherwise the entire RFP response shall be liable to be rejected. The Commercial Bid must be filled in completely, without any error, erasure or alteration.

## **6.3 Signing of RFP Bids**

The original and a copy of the RFP Bid shall be typed and shall be signed 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 initialed 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.





## **6.4 Submission of Bids**

**Bids duly sealed should be submitted at:**

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 24600444**  
**Email – hoinfotechgroup@aicoindia.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.

## **6.5 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 unopened to the bidder.

## **6.6 Opening of Bids**

Bids received within the prescribed closing date and time will be opened in presence of bidders' representatives who choose to attend the opening of the bids on the specified date and time as mentioned earlier in the RFP document. The bidder's representatives present shall sign a register of attendance and minutes and they should be authorized by their respective companies to do so. A copy of the authorization letter should be brought for AIC to verify.

The bids shall be opened in 2 phases.

In Phase 1, the eligibility Bid including eligibility bid will be opened per the schedule given in the RFP by eligibility I Bid Opening Committee of AIC appointed for the purpose in the presence of bidder(s) who choose to attend the meeting and sign a register evidencing their attendance. 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 in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place that will be communicated to them. The bidders' representatives who are present shall sign a register evidencing their attendance.

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).



## 6.7 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.

## 6.8 Address for Communication

Point of Contact:	Deputy General Manager (IT)
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 24600444</b>
Email Id:	<b>Email – hoinfotechgroup@aicofindia.com</b>

## 6.9 Non-Transferable RFP

This RFP document is not transferable. Only the bidder who has purchased this RFP form is entitled to quote.

## 6.10 Soft Copy of RFP Document

The soft copy of the RFP document will be made available on AIC's website- [www.aicofindia.com](http://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.

## 6.11 Bid validity period

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

## 6.12 Rejection of Bids

AIC reserves the right to reject any or all the bids or scrap the bidding process at any stage without assigning any reason till notification of award. 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.



### **6.13 Award of Contract**

Following the evaluation, contract may be awarded to the bidder whose bid meets the requirements of this RFP and provides the best value to AIC from both a techno-functional and commercial point of view. 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 Deputy General Manager at the address given in this RFP.

### **6.14 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.

### **6.15 Legal Compliance**

- 6.15.1 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 information comes to AIC's attention 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 agreement with immediate effect.
- 6.15.2 The successful bidder shall maintain all proper records, particularly but without limitation 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.
- 6.15.3 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 solely rest with the successful bidder.

### **6.16 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.



## 7 ANNEXURES

### 7.1 Annexure A: Cover Letter

RFP No: INFOTECH PROJECT SEWA 2019/Email/ 08.08.2019

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 no. INFOTECH PROJECT SEWA 2019/EMAIL/08.08.2019 for Support and Maintenance of Email Solution

Having examined the RFP documents including all annexure the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide support and maintenance for currently implemented Email Solution and related services to AIC as mentioned in RFP document in conformity with the said RFP documents in accordance with the Commercial bid and made part of this RFP.

We understand that the RFP provides generic specifications about all the items and it has not been prepared by keeping in view any specific bidder.

We understand that the RFP floated by AIC is a confidential document and we shall not disclose, reproduce, transmit or make it available to any other person.

We have read, understood and accepted the terms/ conditions/ rules mentioned in the RFP.

Until a formal contract is prepared and executed, this RFP offer, together with AIC's written acceptance thereof and AIC's notification of award, shall constitute a binding contract between us.

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

We have never been barred/black-listed by any regulatory / statutory authority/PSU/Government undertaking in India.

We understand that AIC is not bound to accept the lowest or any offer AIC may receive. We also understand that the whole bidding exercise may be scrapped without assigning any reason and it is acceptable to us.

This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.



We certify that we have provided all the information requested by AIC in the format requested for. We also understand that AIC has the exclusive right to reject this offer in case AIC is of the opinion that the required information is not provided or is provided in a different format. It is also confirmed that the information submitted is true to our knowledge and AIC reserves the right to reject the offer if anything is found incorrect.

Place:

Date:

Seal and signature of the bidder



## 7.2 Annexure B: Bid Undertaking Letter

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**

Date:

Dear Sir,

Sub: RFP no. INFOTECH PROJECT SEWA 2019/EMAIL/08.08.2019 for Support and Maintenance of Email Solution

Over and above all our earlier conformations and submissions as per your requirements of the RFP, we confirm that,

- 1 We have quoted for all items as requested by Agriculture Insurance Company of India Limited in the RFP and stand committed to deliver to the highest standards and quality to meet the timelines of the project. Our bid submission is in line with the requirements of Agriculture Insurance Company Limited of India as stated in the RFP.
- 2 We confirm that we have factored in all costs and expenses for meeting the complete scope and deliverables of the RFP.
- 3 We are completely aware of the Service Level requirements and timelines specified by AIC and are committed to adhering to the same. We have also clearly taken note of the service level requirements of AIC and expectations from us and wish to confirm that we have taken care of every aspect to meet the same.
- 4 We have clearly understood AIC's requirements and wish to confirm that we abide by the terms and conditions of the RFP issued thereafter.
- 5 We confirm and understand that all arithmetical totalling errors will be corrected for the purpose of evaluation only and the consideration of that error for payment would be completely according to AIC's discretion. We also confirm and understand that for all other errors which we have made in the bid, AIC for the purpose of evaluation will take the corrected amount based on the price quoted by us in the price sheets but the payment of such amounts would be completely according to AIC's discretion.
- 6 We confirm that we will provide the best of our resources and the people proposed by us will be dedicated to AIC for the sake of resource continuity. Further, we also confirm that AIC may interview the key resources proposed by us and confirm their acceptability. In any event if a resource is found unfit by AIC we agree to change the same and provide AIC with a replacement of equal or higher qualification and experience within reasonable time so as to not affect the services/project timelines.



- 7 We confirm and understand that AIC has an aggressive rollout schedule and we will adhere to the rollout schedule at no additional cost/burden to AIC.
- 8 We confirm that the prices and values quoted by us encompass the complete scope of the project and we will ensure that the quality of deliverables for the project is not affected due to any pricing pressures.
- 9 We wish to confirm that we have back-to-back arrangements from all the OEMs for the sizing (including CPUs, Memory, Cache and Hard Disk etc.), prices and service level commitments. We would be responsible and committed to ensure that the sizing is adequate and service levels as required by Agriculture Insurance Company of India are met and adhered. In case the supplied hardware sizing is found to be inadequate and does not meet the SLA then the hardware upgrades, if any, will be provided without any further additional cost or burden to AIC than what has been specified by us in our commercial bid documents.
- 10 We will be the single point of contact/reference to AIC. AIC will enter into agreement with us only.

Place:

Date:

Seal and signature of the bidder

(This letter should be on the letterhead of the bidder duly signed by an authorized signatory)



### 7.3 Annexure C: Confirmation of Terms and Conditions

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 no. INFOTECH PROJECT SEWA 2019/EMAIL/08.08.2019 for Support and Maintenance of Email Solution

Further to our proposal dated\_\_\_\_\_, in response to the Request for Proposal of Support and Maintenance for Email Solution (hereinafter referred to as "RFP") issued by Agriculture Insurance Company of India Limited (AIC) we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original RFP documents issued by AIC, provided however that only the list of deviations furnished by us below, which are expressly accepted by AIC and communicated to us in writing, shall form a valid and binding part of the aforesaid RFP document. AIC is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and AIC's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Deviations

S. No.	RFP Reference	Deviation	Bidder Comments
1			
2			
3			
4			
5			
6			
7			

Place:

Date:

Seal and signature of the bidder





#### 7.4 Annexure D: Client Reference Letter Format

RFP No: INFOTECH PROJECT SEWA 2019/EMAIL/08.08.2019

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 no. INFOTECH PROJECT SEWA 2019/EMAIL/08.08.2019 for Support and Maintenance of Email Solution

This is to inform that \_\_\_\_\_ (Company name) was awarded the contract for Support and Maintenance of Email solution in \_\_\_\_\_. The Product implemented was.....from.....OEM.

We certify that the \_\_\_\_\_ (Company name) have executed the contract awarded to them, complete in all respect, as per terms and condition of the contract.

The performance of the implemented solution is satisfactory and there are no adverse observations as regards to the performance and services rendered by the \_\_\_\_\_ (Name of the vendor) are prompt and complete.

The scope of the project executed under the contract is detailed as under.

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

Signature (Seal of Company)

Name:

Designation:

Contact Numbers (For reference call)

- |    |       |         |
|----|-------|---------|
| 1. | Name: | Number: |
| 2. | Name: | Number: |



### 7.5 Annexure E: Resource Deployment Plan during Support and Maintenance Phase

Bidder should provide the CV of Project Manager and indicative CV of proposed resources.

The Bidder also needs to fill the below Resource Deployment which it plans to deploy during the Support and Maintenance phase of the project. This should comply with the minimum resource requirement mention in the RFP.

Resource Name	Role	M 1	M 2	M 3	M 4	M 5	M 6	M 7	M 8	M 9	M 10	M 11	M 12	M N
	Project Manager	F/P												
	L1													
	L2													

Note:

- F – Full Time
- P – Part Time Resource Deployment Plan during Support Phase

S. No.	Services	Resource Level (L1/L2/L3)	Resource Type (Onsite /Remote)	No. of Resources Year 1	No. of Resources Year 2	No. of Resources Year N
1	Project Manager					
2	Support					
3	Any other					

Note:

- Resource Deployment sheet shall be as per the support model proposed.
- The proposed model shall fulfil minimum requirements outlined in the RFP and as per the Service Window Bidder should ensure that support model should meet SLA requirements and Industry best practices



## 7.6 Annexure F: Commercial Compliance Certificate

RFP No: INFOTECH PROJECT SEWA 2019/EMAIL/08.08.2019

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 no. INFOTECH PROJECT SEWA 2019/EMAIL/08.08.2019 for Support and Maintenance of Email Solution

Having examined the Bidding Documents the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply, support and maintain as bidder as mentioned in the RFP document & in conformity with the said bidding documents for the same.

I / We undertake that the prices are in conformity with the specifications prescribed.

I / We agree to abide by this bid for a period of 210 (Two hundred and ten only) days after the date fixed for bid opening and it shall remain binding upon us and may be accepted by AIC, any time before the expiry of this period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

I / We understand that you are not bound to accept the lowest or any bid you may receive.

I / We agree to the terms & conditions mentioned in the RFP document.

Further, we confirm that we will abide by all the terms and conditions mentioned in the Request for Proposal document.

Fee is payable only on actual availing of services and no minimum or fixed fees are payable.

Place:

Date:

Seal & Signature of the Bidder

Note:

- The bidder will have to work as per the timing of AIC
- AIC reserves the right to renew the contract post completion of the 4 year period for additional two years at mutually agreed price



## **7.7 Annexure G: Bill of Materials**

Commercial Bill of Material is shared as a separate excel sheet.



**7.8 Annexure H – Manufacturer Authorization Form**

(On Email Solution OEM’s letter head)

To

.....  
.....

Dear Sir,

Ref. Your RFP document No ..... dated .....

We, ..... who are proven and reputable manufacturers of ..... (name and description of the goods offered in the RFP) having factories at ..... hereby

..... authorise Messrs (name and address of the agent) who is our authorised partner for email solution to submit a RFP, process the same further and enter into a contract with you against your requirement as contained in the above referred RFP enquiry documents for the above goods manufactured by us.

We confirm that in case the bidder is not able to support and maintain the solution to the satisfaction of AIC as per the functional and technical specification of the bid then we will be responsible to support and maintain the solution till the time specified in this bid at no extra cost to AIC.

Yours faithfully,

.....  
.....

[signature with date, name and designation] for and on

behalf of Messrs

(name & address of the manufacturers]

Note: This letter of authorisation should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer



## 7.9 Annexure I - Format of Bank Guarantee (EMD)

(To be stamped in accordance with stamp act)

Date:

Bank Guarantee no.:

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 Sirs,

In accordance with your proposal reference no. \_\_\_\_\_ dated \_\_\_\_\_ M/s \_\_\_\_\_ having its registered office at \_\_\_\_\_ herein after called 'bidder') wish to participate in the said proposal for supply, customization, installation, and maintenance of email solution including the required hardware & software at Agriculture insurance company of India having its office at Plate B&C, Fifth Floor, Block 1, East Kidwai Nagar, New Delhi -110023

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

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

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



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

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

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

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

Office Seal

(Authorized Signatory)

Place:

Name:

Date:

Designation:

Mobile No:

Business Address:



## 7.10 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 INFOTECH PROJECT SEWA 2019/EMAIL/\_\_\_\_ 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 herein words) to indemnify and keep indemnified the Purchaser against any loss or damage that may be caused to or suffered by the Purchaser by reason of any breach by the Vendor of any of the terms and conditions of the said contract and/ or in the performance thereof. We agree that the decision of the Purchaser, whether any breach of any of the terms and conditions of the said contract and/ or in the performance thereof has been committed by the Vendor and the amount of loss or damage that has been caused or suffered by the Purchaser shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Purchaser.

We \_\_\_\_\_ (Name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said contract by the Vendor i.e. till \_\_\_\_\_ (viz. the date up to 12 months after the date of signing of the contract between the Vendor and the Purchaser) hereinafter called the said date and that if any claim accrues or arises against us \_\_\_\_\_ (Name of the Bank) by virtue of this guarantee before the said date, the same shall be enforceable against us \_\_\_\_\_ (Name of the Bank), notwithstanding the fact that the same is enforced within six months' after the said date, 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 forbear 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.

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:



## 7.11 Annexure K: Confirmation of Eligibility Criteria

Only those Bidders who fulfill the following criteria are eligible to respond to the RFP. Offers received from the bidders who do not fulfil all or any of the following eligibility criteria are liable to be rejected.

S.N	Criteria	Proof to be submitted	Compliance(Y/N)
<b>Bidder's Experience</b>			
1	The bidder should be a Government Organization/ PSU/ or a Limited Company/ Private Limited Company/ Partnership firm under companies act in India	Copy of the Certificate of Incorporation and Certificate of Commencement of Business to be submitted.	
2	Bidder should have Annual Turnover of more than Rs. 20 crores in each of the last 3 financial years (i.e. 2016-17, 2017-18, 2018-19)	1. Audited Financial statements for the financial years, 2016-17, 2017-18, 2018-19 <b>AND</b> 2. Certificate from Bidder's Statutory Auditor.	
3	Bidder should have made Profit after Tax in any two of the last three Financial years (i.e. 2016-17, 2017-18, 2018-19)	1. Audited Financial statements for the financial years, 2016-17, 2017-18, 2018-19 <b>AND</b> 2. Certificate from Bidder's Statutory Auditor.	
4	Bidder should be the authorized partner of the OEM whose Email Messaging solution is implemented. Consortium of Bidders/subcontracting is not allowed.	Undertaking on bidder's letterhead along with Confirmation from respective OEM on the OEM letterhead as per Annexure H- Manufacturer Authorization Form	
5	Bidder should have successfully implemented/supported the MS Exchange 2016/Office 365 solution in India for at least 1 BFSI/ Govt./PSU/Large Corporate Sector in India in the last 5 years.	Relevant Credential letters OR Purchase Order with the Company's confirmation on having executed the PO to satisfaction	
6	Bidder should not be blacklisted by Central / any State Government / PSU's as on the date of bid submission.	Self-Declaration on Bidder's Letterhead	
7	The Bidder should have technical support center operational in India.	An undertaking to this effect (specifying the location of such center(s)) must be submitted on	



S.N	Criteria	Proof to be submitted	Compliance(Y/N)
		bidder's letterhead along with details of the support center	

**Note:**

- a. Bidders need to ensure compliance to all the eligibility criteria points.
- b. Purchase orders without relevant organization confirmation through a credential letter will not be considered as credentials.
- c. BFSI - Banking, Financial Services and Insurance organizations including regulatory authorities in India.
- d. While submitting the bid, the Bidder is required to comply with inter alia the following CVC guidelines detailed in Circular No. 03/01/12 (No.12-02-6 CTE/SPI (I) 2 / 161730 dated 13.01.2012): 'Commission has decided that in all cases of procurement, the following guidelines may be followed:
  - In a RFP, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same RFP. The reference of 'item/product' in the CVC guidelines refer to 'the final solution that bidders will deliver to the customer.
  - If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same RFP for the same item/product.'
  - The decision of the AIC shall be final and binding in this regard. Deviations will be grounds for disqualification.

Service providers who meet all these criteria would qualify for the second stage of evaluation. The service provider would also need to provide supporting documents for eligibility proof. All the credentials of the service provider necessarily need to be relevant to the Indian market. The decision of AIC shall be final and binding on all the.



### 7.12 Annexure L: Bidder's Past Experience

Sr. No.	Client's Name	Client Vertical	Scope of Work	Exchange 2016 Solution Count	Email Users	Client Details with person designation, phone number & email id	Contact along contact name,	Remarks	Supporting attached (PO & Credential Letter etc.) Yes/No	Document & Credential