



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

Information Technology Department
Agriculture Insurance Company of India Ltd. (AIC)
13th Floor, AMBADEEP Building,
14, Kasturba Gandhi Marg,
New Delhi - 110 001.

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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.



DISCLAIMER

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

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



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1. Introduction & Objectives

1.1 About AIC

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

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

Since our Company is engaged in the service of the farming community of the country, the overwhelming majority of whom are poor, we have modeled our resource pattern in accordance with those economic compulsions. Accordingly, to keep our management costs to the ground, AIC functions with only around 300 employees on the rolls, but insures around 25 million farmers. We operate out of 18 Regional Offices, but have to deal with around 150 thousand Bank Branches & Primary Agricultural Co-Op. Societies at the grassroots level.

1.2 Purpose

The company invites Request for Proposal (RFP) from bidders of repute and proven track record for conducting COMPREHENSIVE INFORMATION AND CYBER SECURITY ASSURANCE AUDIT as per IRDAI "Guidelines on Information and Cyber Security" vide the circular No. IRDA/IT/GDL/MISC/082/04/2017 dated 07.04.2017 & IRDA/IT/CIR/MISC/232/10/2017 dated 12.10.2017.

The key high-level Service objectives that AIC desires to achieve through Information and Cyber Security services is the "Completion of First Comprehensive Information & Cyber Security Assurance audit for ICT Infrastructures including Vulnerabilities and Penetration Tests (VAPT)" for 2 Projects i.e. ANNAPOORNA (existing) & SEWA (under Implementation).

1.3 Current IT landscape under Project "ANNAPOORNA"

AIC embarked upon enterprise wide IT transformation initiative called ANNAPOORNA. TCS was awarded the project and work commenced in August 2009.

Project aimed at turn-key computerization of identified activities of AIC comprising of market facing as well as support functions like Finance, HR, etc. TCS was single point of responsibility for supply, development, implementation and life cycle support for Application Software, Hardware, hosting, and other services etc.



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

Information Security Management System- ISO/IEC 27001:2013 Certification (ISO 27001) with no. "IS 633026" was issued to AIC after successful completion of the Audit. However, for continuity of the certification, each year a Continuing Assessment Visit (CAV) is conducted successfully.

Project ANNAPOORNA, the end-to-end, web-based, integrated, online project, was envisioned as an enabler for streamlining the business processes of the Company and to automate the operational and administrative functions. It covered the whole gamut of IT needs of the Company, from Hardware and Software to Networking and Support.

The full Application Stack under Project ANNAPOORNA is presented in the following table:

SL.	Functional Applications	Product & Technology	Major Modules
1	Business Operations Application	TCS-B@NCS J2EE framework over Oracle Database	Product Definition, Policy Issuance, Customer Self Service, Claims Management etc.
4	Financial Management Application	Oracle E- Business Suite & Credence Software	Accounting, Budgeting, Investment, Taxation, Procurement Management, Asset Management, Statutory Reporting, etc.
5	Business Intelligence & Management Dashboard	Oracle Business Intelligence Enterprise Edition	Data Capture, Analytics, Flexi-Reporting, Dashboard, etc.
6	Human Resource Mgmt. Application	TCS-Energise J2EE framework over Oracle Database	Employee Record Management, Payroll, Settlement & Pension, Leaves & Attendance, Loans & Advances, Claims Management, Non-core Benefit Management, Employee Progression, Training & Development, Recruitment, Employee Self Service etc.
10	Knowledge Mgmt. Application	Microsoft Office SharePoint Server	E-Library, Knowledge Capture, Parliamentary Questions etc.
11	Interactive Portal		Online Window for E-Services



The above applications are implemented through various Servers, Routers & Firewall, highlights are as detailed below: -

SL	OEM	Hardware Item
1	CISCO	Core Switches
2	Juniper	L-2 Switches
3	Oracle	OPCA (Oracle Private compute appliance)
4	Oracle	T 5-2 Servers
5	Oracle	FS 1 Storage
6	McAfee	Firewall & Antivirus
7	Oracle	Tape Library
8	HP	HP tipping point

The Project also includes value-added **Satellite Services** detailed as below: -

1	Server Hosting on Data Centre	6 Rack space in both DC & DR, wherein Hardware I.e. Router, Servers, Firewall and other components etc. have been installed. The Data Centre facility is being provided by M/s SIFY. Data Centre located in Bangalore and Disaster Recovery Centre is in Noida.
2	Email	Microsoft exchange Email solution provided by M/s RICOH
3	Managed IT Services	CCM.net-automated tool for online reporting, Nagios tool - automatic recording the Average Monthly Packet Loss deployed

Project ANNAPOORNA inter-connects all the AIC touch points through a high speed **MPLS network**. It also connects AIC to the outside world through a single internet pipe, secured by state-of-the-art Firewalls, Intrusion Detection/Prevention Systems, 2-factor Authentication, etc."

Network Provider is M/s SIFY technologies. Connected Locations through SIFY MPLS: 18 ROs, Head office, DC (Bangalore) - ILL & MPLS, DR (Noida) - ILL & MPLS, DC-DR (P2P), TCS Development Center, Kolkata; WIPRO Development Center, Bangalore; ICC Links (under deployment) - Hyderabad & Mumbai.

The Project was 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.



1.4 New InfoTech Project "SEWA"

AIC is going ahead with new InfoTech Project "SEWA". SEWA consists of a bouquet of applications and services which shall be developed/customized/procured on cutting edge technology catering to the varied and agile business needs to AIC and will invigorate AIC's control over its IT enablement, and is in initial phase of development. The selected Implementation vendor is M/s WIPRO. The brief components/Solutions are as below-

Solution Component	Technology/Tool
Core Insurance Solution	Java (Bespoke)
External Portals (Channel Partner, Farmer and Field Investigator)	Java (Bespoke)
Web Server	IBM Http Server
JEE Application Server	IBM Web Sphere Application Server
Mobile Application (Channel Partner, Farmer and Field Investigator)	Hybrid application using IBM MobileFirst Platform
Transaction Data Store	MySQL Enterprise Edition
Reporting & Dashboard	Jasper BI
BI Reporting	Oracle Business Intelligence (Existing solution)
Document Management	NewGen OmniDocs
BPM & Workflow	NewGen iBPS
Scanning	NewGen OmniScan
Rules Engine	Drools
Integration - API Gateway	Armure API Gateway
Integration - ESB	IBM Integration Bus
2Factor Authentication	Armure Authentication Manager
ETL	Talend Data Integration
Job Scheduling	BMC Control-M
Data Archival	Virmati Data Archival & Retrieval Solution



Enterprise Management	BMC Enterprise Management - Remedy for ITSM, Discovery (ADDM), Truesight Operation Manager (monitoring), Server Automation, Client Management
Application Management	Performance Appnomics AppsOne

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

DC H/W Details

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

DR H/W Details

- i. UCS C5108 Chassis
- ii. CISCO UCS C240 M4S
- iii. SAN Switches
- iv. NetApp 8060 Storage
- v. SL150 Library
- vi. UCS B200 M4 (Blade Servers)
- vii. Palo Alto 5050



- viii. Arbor APS 2600
- ix. Imperva DAM (4510)
- x. SIEM Logger
- xi. HSM
- xii. Array AVX 3600

2. Invitation

The bidders are invited to submit their proposal in response to this RFP for selection of Service Provider to conduct a COMPREHENSIVE INFORMATION AND CYBER SECURITY ASSURANCE AUDIT of Project ANNAPOORNA & SEWA.

AIC reserves the right to amend, modify, add, delete, accept, or cancel, in part or full, any conditions or specifications stipulated in this RFP document, without assigning any reason thereof at any time during the tender process. Each party shall be entirely responsible for its own costs and expenses that are incurred while participating in the RFP, subsequent presentations, site visits and contract negotiation processes.

3. Schedule of Events

General Details	
RFP Number	InfoTech Dept./2018/Security Audit/06.01.2018
Department Name	AIC-HO InfoTech Department
Mode of RFP Submission	Offline
RFP Type	Open
Type of Contract	Services
Base Currency	INR (₹)
Consortium	Not Allowed
Document Download Start Date	06.01.2018. The document can be downloaded from AIC's website http://www.aicofindia.com/
Last Date and time for submission of Pre- Bid Queries	Pre-bid queries must reach us on or before 12.01.2018 at 5:00 PM through E-mail on HOInfotechgroup@aicofindia.com
Last Date and Time for Bid Submission	29.01.2018 till 01:00 PM
Date and Time for Technical Bid Opening	29.01.2018 from 03:00 PM onwards (Representatives of Bidders may be present during opening of Technical Bid however; Technical Bids would be opened even in the absence of any or all of the bidder's representatives. No separate Communication will be sent in this regard.)
Declaration of Shortlisted Bidder's for Commercial Bid Opening	The list of eligible bidders will be published on AIC's website

**AGRICULTUREINSURANCECOMPANYOFINDIALIMITED**Regd. Office: "AMBADEEP" (13th Floor), 14, Kasturba Gandhi Marg, New Delhi-110001

Date and Time for Commercial Bid Opening	The actual dates will be published on AIC's website or through email
Declaration of Successful Bidder	The result will be published on AIC's website
Notification of Award and Issue of Purchase Order	Within one months from the date of declaration of successful bidder
Bid Validity Period (in Days)	90 days
Documents to be submitted physically	Tender processing Fee (DD)
	DD for EMD
	Other documents supporting Eligibility Criteria, etc. as per RFP.
Mode of Document Fee Payment	Offline
Mode of EMD Payment	Offline
Payment Details	
Tender processing Fee (Non-refundable)	₹5,000/- (to be submitted along with Bid)
EMD Amount	₹50,000/- (to be submitted along with Bid)
EMD Payable to & at	As per RFP
Performance Bank Guarantee	10% of the Contract Value
Eligibility Criteria	As per RFP
General Terms and Conditions	As per RFP
Bid Submission Information	The bidders must fulfill the Eligibility criteria for being eligible to bid.
	The Demand Draft on account of tender processing fees should be draw non-Scheduled Commercial bank in favor of Agriculture Insurance Company of India Limited' along with physical copies of all the documents mentioned in the RFP in support of eligibility criteria etc. must be received at the following address before the date and time of submission of bid.
	Contact details of AIC:
	Deputy General Manager (IT Dept.) Agriculture Insurance Company of India Limited 13 th Floor, AMBADEEP Building, 14, Kasturba Gandhi Marg, New Delhi - 110 001 Ph +91 11 46869800, Fax +91 11 46869815 Email - HOInfotechgroup@aicofindia.com



4. Definitions

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

1. "The Company" or "AIC" means Agriculture Insurance Company of India Limited.
2. "RO" and "HO" means "Regional Office" and "Head Office" of AIC.
3. "Tenderer" or "Bidder" means a Firm who is eligible to participate in this Tender and submits its Bid.
4. "IS Consultant" means a Firm providing the Consultancy Services under the contract with whom AIC has entered into a contract.
5. "Letter of Intent (LOI)" means the written communication to the successful Bidder of the intention of AIC for the award of the services as per the contract read out with the Tender documents.
6. "Contract" means the written order signed by AIC and IS Consultant after the acceptance of the successful Bidder's Bid by AIC for executing the award.
7. "Contract Price" means the price payable to the IS Consultant under the contract for the full and proper compliance of his contractual obligations.
8. "Consignee" means authorized official(s) of AIC for receiving the goods and services at their intended locations.
9. "Financial Year" means, unless otherwise stated specifically, a period of 12 months from April to next March.
10. "ImV" means AIC's Implementation Vendor.
11. "ANNAPOORNA" means Project ANNAPOORNA is an end-to-end, web-based, integrated, online project and covers the whole gamut of IT needs of the Company. It is in the Sustenance Phase.
12. "SEWA" means Project SEWA, which will be the future IT environment of the Company, with the primary aim of developing a bespoke Core Solution for Crop Insurance, which would eventually replace the customized product being used under the present Project ANNAPOORNA.
13. "SLA" means Service Level Agreement
14. "CEC" means Consultancy Evaluation Committee (CEC)
15. "SEWA" means System ERP Within AIC
16. "SP" means Service Provider
17. "RFP" means Request for Proposal
18. "ITMG" means InfoTech Monitoring Group
19. "DR" means Disaster Recovery Centre
20. "DC" means Data Centre (DC)

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

5. RFP document

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



6. Scope of Work

Refer to the IRDAI Guidelines on Information and Cyber Security vide the circular No. IRDA/IT/GDL/MISC/082/04/2017 dated 07.04.2017 & IRDA/IT/CIR/MISC/232/10/2017 dated 12.10.2017 as provided in ANNEXURE-1. The timelines are mentioned below: -

SL.	ACTIVITY	TIMELINES FOR PROJECT ANNAPOORNA	TIMELINES FOR PROJECT SEWA
1	Completion of First Comprehensive Information & Cyber Security Assurance audit for ICT Infrastructures including Vulnerabilities and Penetration Tests (VAPT).	31.03.2018	T*+1 Month

*Note: T is the date from which actual assignment on Project SEWA would be started which will be communicated by AIC later.

For compliance to the guidelines as mentioned in the IRDA circular referred above, Service Provider to conduct a Comprehensive Information & Cyber Security Assurance audit for ICT Infrastructures including Vulnerabilities and Penetration Tests (VAPT).

The First assignment will be executed on current IT environment of the Project ANNAPOORNA and Second Assignment will be executed on new IT Project of the Company i.e. Project SEWA which is presently under development.

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

THE OVERALL RESPONSIBILITY IS TO ENSURE AIC'S COMPLIANCE FOR THE GUIDELINE(S) ON INFORMATION AND CYDER SECURITY ISSUED BY IRDAI WITH REGARD TO SECURITY AUDIT.

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

7. Conflict of Interest

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

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

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



services for a project, or any affiliate that directly or indirectly controls, is controlled by, or is under common control with that bidder, shall not be eligible to participate in this RFP.

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

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

8. Bidders Eligibility Criteria

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

#	Eligibility Criteria Requirements	Supporting required
1	Should be either a Government Organization/PSU/PSE/partnership firm or a limited Company under Indian Laws in existence in India for past five years as on 31-12-2017.	Certified copy of Certificate of Incorporation.
2	The Bidder must be empanelled with CERT-IN - Information Security Auditor	Proof of Cert-In empanelment
3	The Bidder should have conducted/on going Comprehensive Information and Cyber Security Assurance Audit/Security Audit in at least 1 (One) public sectors/Government Department in India.	Copy of Purchase Order or client letter or Proof of Assignment
4	Should have a minimum average annual turnover of Rs. 10 crores (Rupees Ten Crores) during last three financial years 2014-15, 2015-16 and 2016-17.	Copy of audited Balance Sheet and P&L statement for the financial years 2014-15, 2015-16 and 2016-17.
5	Should have made net profits for the last three financial years viz. 2014-15, 2015-16 and 2016-17.	Copy of audited Balance Sheet and P&L statement for the financial years 2014-15, 2015-16 and 2016-17.
6	The Bidder must have Completed/ongoing Comprehensive Information and Cyber Security Assurance Audit/Security Audit as per IRDAI requirements for atleast 1 Insurance organization in India.	Copy of Purchase Order or client letter or Proof of Assignment



#	Eligibility Criteria Requirements	Supporting required
7.	The Bidder must have at least 5 CISA/CISSP/CEH Certified professionals as employees.	As per Annexure G
8.	The Bidder should not be blacklisted / barred by Government of India, State Governments, or any other Regulatory body in India.	Self-Declaration

9. Selection Criteria

- Phase 1 - Eligibility Criteria Evaluation
- Phase 2 - Technical Proposal Evaluation
- Phase 3 - Commercial Bid Evaluation

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

In the first stage, only the Technical Bids will be opened in the presence of the Bidders and evaluated as per the criterion determined by the Company. The Company may, at its discretion, invite the Bidders for presentation before the selection committee of the Company. Those bidders satisfying the technical requirements as determined by the Company shall be short-listed for opening of their Commercial Bid.

The commercial bid of only those bidders shall be opened who have been technically qualified based on the technical proposal.

The evaluation procedures to be adopted in the Technical bidding shall be at the sole discretion of AIC and AIC is not liable to disclose either the criteria or the evaluation report or reasoning to the Bidder.

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

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

10. Bid Validity Period

The proposal shall be valid for 90 days after the closing date for submission of bid. A bid valid for shorter period shall be rejected by AIC as non-responsive. Any decision in this regard by AIC shall be final, conclusive, and binding on the bidder.

11. Request for Proposal



The RFP document can be downloaded from the Company website www.aicofindia.com. The Service Provider shall pay along with Technical Bid a non-refundable fee of Rs. 5,000/- (Rupees Five Thousand only) in the form of a Demand Draft/Pay Order issued by a scheduled commercial bank favouring "Agriculture Insurance Company of India Limited" payable at New Delhi.

Bids not accompanied by the Demand Draft/ Pay Order of requisite amount shall be out rightly rejected.

12. Submission of Bids

A master cover containing the Technical and Commercial Bid/ Proposal with superscription "RFP- FOR SELECTION OF SERVICE PROVIDER FOR COMPREHENSIVE INFORMATION AND CYBER SECURITY ASSURANCE AUDIT" marked on the top and addressed to the Deputy General Manager (IT) has to be submitted on or before 29.01.2018 (01:00 P.M) at the following address:

Deputy General Manager
Infotech Department
Agriculture Insurance Company of India Limited
13th Floor, AMBADEEP Building,
14, Kasturba Gandhi Marg,
New Delhi - 110 001

The cost of Tender i.e. DD for Rs. 5,000/- should be kept separately.

The master Cover should contain two separate sealed envelopes.

One with superscription "RFP- FOR SELECTION OF SERVICE PROVIDER FOR COMPREHENSIVE INFORMATION AND CYBER SECURITY ASSURANCE AUDIT- **Technical Bid** - Tender Reference No.-InfoTech Dept./2018/Security Audit/06.01.2018".

And another sealed envelope with superscription "RFP- FOR SELECTION OF SERVICE PROVIDER FOR COMPREHENSIVE INFORMATION AND CYBER SECURITY ASSURANCE AUDIT- **Commercial Bid** - Tender Reference No- InfoTech Dept./2018/Security Audit/06.01.2018".

The Company shall not consider any request for extension of date for bid submission under any circumstances whatsoever. The bids received after 01.00 PM on 29.01.2018 shall not be accepted under any circumstance. Please note that if sealed cover is found to contain both Technical and Commercial Bid/ Proposal together in single sealed envelope then, that offer shall be rejected outright.

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

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

13. Clarification & Amendment

Bidders may request for clarification, if any, on and before <As mentioned in "Schedule of



Events" Section 3>. Any request for clarification must be sent by e-mail at the address of the Company mentioned in this document.

AIC may, at its discretion, amend the RFP including extension of the deadline for the submission of proposals. Any amendment will be notified on the website www.aicofindia.com and shall be binding on all the bidders. Hence, interested applicants/bidders are advised to frequently visit the website for updating themselves about changes, if any, made in the RFP.

14. Earnest Money Deposit (EMD)

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

15. General Conditions

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

15.1 Format and Signing of Bid

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

15.2 Technical Bid

The Technical Bid should contain the following information:

- a) Covering letter as per Annexure A.
- b) Proposal form as per Annexure B of this document.
- c) Bidder firm's profile along with documentary evidences and all relevant enclosures as detailed in Annexure C.
- d) Description of the methodology and work plan for performing the assignment.
- e) List of the key professionals and the support staff for each phase of the assignment.
- f) Any additional information including assumptions that the Service Provider team may think fit but not included elsewhere in the proposal, which will help AIC to assess the capabilities of the Service Provider.



- g) Demand Draft of Rs. 50,000/- (Rupees Fifty Thousand only) favouring "Agriculture Insurance Company of India Limited", towards Earnest Money Deposit (EMD).
- h) Duly signed authority letter by the competent authority of the firm, authorizing the executants to sign the Bid on behalf of the firm.

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

15.3 Commercial Bid

For all Bidders who have technically qualified as prescribed in this RFP, the Commercial Bids shall be opened <As mentioned in "Schedule of Events" Section 3> in presence of the Bidders' representatives.

The Commercial bid shall be submitted strictly in the format given by the Company as per Annexure E of this document along with covering letter as per Annexure D and shall not have any deviations, restrictive statements etc. therein otherwise, such bids are liable to be rejected at the sole discretion of the Company. The price shall be quoted in Indian Currency only and shall be all inclusive. No separate fees/reimbursements other than Taxes, as applicable, at the time of payment shall be made by the Company.

16. Evaluation Criteria

First, Technical bid documents will be evaluated for examining fulfillment of eligibility criteria. Technical bids of only those Bidders who fulfill the eligibility criteria will be taken up for further evaluation/selection process.

The evaluation/selection process will be done with combination of, technical competence and commercial aspects as detailed herein below. A maximum of 100 marks will be allocated for the technical bid. The evaluation of functional and technical capabilities of the Bidders of this RFP will be completed first as per the following guidelines. The technical proposals only will be subjected to evaluation at this stage. The Bidders scoring less than 70 marks (cut-off score) out of 100 marks in the technical evaluation shall not be considered for further selection process. Once the evaluation of technical proposals is completed, the Bidders who score equal to, or more than the prescribed cut-off score of 70 shall only be short listed.

Presentation-cum-Interaction

The Bidders who are qualified in eligibility evaluation, have to give presentation/interactions before panel of representatives of AIC on the methodology/ approach, time frame for various activities, strengths of the Bidders in carrying out the tasks as per the scope of the RFP detailed in above section of the RFP. The technical competence and capability of the Bidder should be clearly reflected in the presentation. If any short-listed Bidder fails to make such presentation, he will be eliminated from the evaluation process.

At the sole discretion and determination of the AIC, AIC may add any other relevant criteria for evaluating the proposals received in response to this RFP.



16.1 Technical Evaluation Criteria:

S L	PARAMETERS	MAXIMUM MARKS	CRITERIA
1	Bidder Should be either a Government Organization/PSU/PSE/partnership firm or a limited Company under Indian Laws in existence in India as on 31-12-2017.	15	10 Marks for 5 years of existence and 1 mark each for additional year of existence. (Minimum 10 marks)
2	The number of years of experience in conducting Comprehensive Information and Cyber Security Assurance Audit/Security Audit in PSU/Government Department in India.	20	15 Marks for minimum 1 assignment and 1 mark for each additional Assignment. (Minimum 15 marks)
3	The Bidder must have Completed/ongoing Comprehensive Information and Cyber Security Assurance Audit/Security Audit as per IRDAI requirements for Insurance Organization in India.	20	15 Marks for minimum 1 assignment and 1 mark for each additional Assignment. (Minimum 15 marks)
4	The Bidder must have at least 5 CISA/CISSP/CEH Certified professionals as employees.	20	15 Marks for minimum 5 Number of CISA/CISSP/CEH Certified professionals and 1 mark for each additional professional with same qualification (Minimum 15 marks)
5	Methodology & Approach: Demonstration of in-depth understanding of the AIC's project requirements through the technical proposal and presentation, with detailed broken-down activities to be performed, effort estimation, manpower to be deployed.	25	Subjective evaluation based on technical proposal and presentation (Minimum Marks 15)
TOTAL (MARKS)		100	Minimum Qualifying Marks - 70

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.

Minimum Qualifying Marks is 70 (out of 100) for technical bid qualification, subject to minimum qualifying marks being achieved in each parameter.

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



16.2 Commercial Bid Evaluation

The commercial bid of only those bidders shall be opened who have been technically qualified on the basis of the technical proposal.

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

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

16.3 Clarification of Bids

During evaluation of bids, if found necessary, the Company may seek clarification on the bid from the bidder and specify timeline for response. The request for clarification and the response shall be through e - mail/Letter. Failure to respond within the timeline specified will disqualify the bidder.

17. Notification of Award

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

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

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

18. Signing of Contract

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

The failure, delay or evasion on the part of the successful bidder to execute the Contract within the prescribed period of 15 days will result in expiry of the validity of the award of the bid. In such a case the Earnest Money deposited by the successful bidder/Service Provider shall be forfeited by the Company without further notice to the successful bidder/ Service Provider.



The failure, delay or evasion on the part of the successful bidder/ Service Provider to commence project within 7 days from the date of execution of the Contract will result in termination of the contract without assigning any further reason. In case of termination of the Contract on account of failure, delay or evasion on the part of the successful bidder/ Service Provider to commence the project within 7 days from the date of execution of the contract, in addition to the termination of the contract, AIC shall have the absolute right to adjust such amount against EMD towards loss and damage suffered by the Company on account of such failure/evasion/delay by the Selected Bidder.

19. Performance Guarantee by Selected Bidder

The selected Bidder shall submit a Performance Bank guarantee for an amount equivalent to 10% of the Purchase Order, valid for a period of 1 year 3 months, within 15 days from the date of acceptance which may be extended with mutual consultation, from any Scheduled Commercial Bank in India and acceptable to AIC towards performance of the contract. AIC shall be within its rights to invoke the performance guarantee without any notice to the selected bidder, if the selected bidder has failed/fails to perform the assignments in accordance with the terms and conditions mentioned in the RFP as also the contract, or in the event of AIC terminating the contract due to non-performance and/or unsatisfactory performance of the selected bidder and/or the selected bidder failing to pay the Penalty /Liquidated Damages payable to AIC in accordance with the terms of the contract.

20. Penalty Clause

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

Reason	1st Instance	2nd Instance	3rd Instance
Non-Compliance or Delay in Compliance.	2%	5% (Less 2% deducted in the first instance)	10% (Less 5% deducted in the second instance)

21. Time Period for Completion of Assignment

SL.	ACTIVITY	TIMELINES FOR PROJECT ANNAPOORNA	TIMELINES FOR PROJECT SEWA
1	Completion of First Comprehensive Information & Cyber Security Assurance audit for ICT Infrastructures including Vulnerabilities and Penetration Tests (VAPT).	31.03.2018	T*+1 Month

*Note: T is the date from which actual assignment on Project SEWA would be started.

The entire assignment has to be completed in accordance with the timeline mentioned above:

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



in writing.

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

22. Payment Terms

The terms of the payment will be as under:

SL.	ACTIVITY	ASSIGNMENTWISE PROJECT PAYMENT	
		PROJECT ANNAPOORNA	PROJECT SEWA
1	Completion of First Comprehensive Information & Cyber Security Assurance audit for ICT Infrastructures including Vulnerabilities and Penetration Tests (VAPT).	50% of Total Awarded Amount	50% of Total Awarded Amount

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

23. AIC Reserves

The right to the following:

- 23.1 Reject any or all proposals received in response to the RFP without giving any reason whatsoever.
- 23.2 Reject the proposals received in response to the RFP containing any deviation from the payment terms stipulated above.
- 23.3 Waive or change any formalities, irregularities, or inconsistencies in proposal format delivery.
- 23.4 Extend the time for submission of proposal.
- 23.5 Modify the RFP document, by an amendment that would be notified on the Company website.
- 23.6 Modify the time period for completion of assignment during the execution of assignment if it deems fit.



24. Other Instructions

- 24.1** The key person(s) identified for the project shall carry out their activities from AIC premises as and when called. The personnel involved in executing the assignment shall be qualified as per the requirements mentioned in the qualification criteria and preferably should have been involved in a similar assignment.
- 24.2** The deployment staff/key person(s) should consist of ISO 27001:2013 Lead Implementer /Lead Auditor/CISA Professionals.
- 24.3** The Service Provider selected for the assignment should adhere to the quality standards, regulatory directions, guidelines in this regard.
- 24.4** The Service Provider selected for the assignment shall treat as confidential all data and information about the Company obtained in the execution of the proposed assignment, hold it in strict confidence and shall not reveal such data/ information to any other party without the prior written approval of the Company.
- 24.5** The proposal shall be submitted strictly in the formats provided in this RFP document.
- 24.6** The proposal shall be free of overwriting/ corrections/alterations.
- 24.7** The proposals and related Annexure shall be signed by the authorized representative/s of the Bidder. The executant's authority to represent and bind the consultation firm must be confirmed by a written authority letter issued by the competent authority of the Service Provider accompanying the proposal.
- 24.8** All bids and supporting documentation shall be submitted in English only.
- 24.9** The AIC shall not return the bids/responses to the RFP received. The information provided by the bidder/s to AIC will be held in confidence and will be used for the sole purpose of evaluation of bids.
- 24.10** It is hereby clarified that the bid response to the RFP shall be submitted in the exact format given herein without making any changes/alterations to the RFP document. Any change/alteration made to the RFP document by the participant would make the reject bid/ response to the RFP void and the same shall be liable to be rejected by AIC without further going into the merits of the RFP. It is also clarified that in case of any difference/change between bid/response to the RFP document submitted by the participant and the RFP document maintained by AIC, the RFP document maintained at the AIC would be considered as authentic and binding on the participant.
- 24.11** The Commercial Bid shall be opened in due course, after completion of Technical Bid evaluation, in the presence of Bidders/their representatives, who choose to attend.

25. Compliance Confirmation

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

26. Undertaking by Service Provider

The Service Provider shall furnish the following undertaking as a part of the proposal.

"We certify that there has been no conviction by a Court of Law or contemplated by court for misconduct, guilty or indictment/adverse order by a regulatory authority for an offence against us or any of our sister concerns or our CEO, directors/managers/partners and if it arises we will intimate AIC of the same".



27. Confidentiality

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

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

27.2. Obligations of Selected Bidder -The Selected Bidder shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of AIC. The Selected Bidder shall take such care to restrict access to Confidential Information to employees engaged/involved in the execution of this contract, as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Clause. The Selected Bidder shall not, without prior written approval of AIC, use for its own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of AIC, any Confidential Information. The Service Provider shall return to the Company all records, notes, and other written, printed, or tangible materials including information contained in electronic format on hard drives, discs or any other electronic device capable of storing data/information, in its possession pertaining to Confidential Information immediately, either after the successful execution of this contract or on the demand of the AIC in writing. SP understands and agrees that all materials and information marked and identified by AIC as 'Confidential' are valuable assets of AIC and are to be considered AIC's proprietary information and property. SP shall treat all confidential materials and information provided by AIC with the highest degree of care necessary to ensure that unauthorized disclosure does not occur. SP shall not use or disclose any materials or information provided by AIC without AIC's prior written approval.

27.3. Exclusions from Confidential Information- SP shall not be liable for disclosure or use of any materials or information provided by AIC or developed by SP which is:

- i. Possessed by SP prior to receipt from AIC, other than through prior disclosure by AIC, as documented by SP's written records;
- ii. published or available to the general public otherwise than through a breach of Confidentiality; or
- iii. obtained by SP from a third party with a valid right to make such disclosure, provided that said third party is not under a confidentiality obligation to AIC; or
- iv. Developed independently by the SP.



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

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

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

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

Nothing contained in this contract shall limit the SP from providing similar services to any third parties or reusing the skills, knowhow, and experience gained by the employees in providing the services contemplated under this contract.

27.4. A breach of this confidentiality clause shall render the Selected Bidder liable for damages as claimed by AIC. The quantum of damages suffered by AIC because of breach of this clause by the SP shall be computed by AIC, which computation shall be final and binding on the SP. The Selected Bidder shall, on receiving a notice from the AIC demanding damages for breach of confidentiality clause, within a period of 15 days, pay the amount of damages claimed by the AIC, failing which, AIC shall be entitled to recover the amount of damages claimed from the amounts that may be payable to the Selected Bidder under this contract. The SP shall not be entitled to challenge the computation of damages made by AIC under this clause.

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

28. Indemnity

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

28.2 The selected bidder agrees to indemnify and keep indemnified, defend, and hold harmless, AIC and its officers, directors, employees, and agents from and against any and all losses, liabilities, claims, obligations, costs, expenses including litigation cost and attorney's fees, arising as a result of the consultancy provided by the selected bidder and also claims arising out of failure to comply with the IRDAI Guidelines on Cyber Security. Such claims shall include claims by third parties including Regulatory Bodies.

28.3 All losses caused to AIC as a result of breach by the selected bidder, of any of the terms and conditions, representations, warranties specified in the agreement/contract; infringement of Intellectual Property Rights (IPR) of AIC, acts or omissions of, negligence, or misconduct by the bidder; or its professionals,



representatives, agents, security analysts, consultants and advisors;

- 28.4** For the purpose of the contract/agreement, the bidder shall include the bidder, its personnel, employees, consultants and/or other authorized persons.
- 28.5** In no event shall the bidder be liable for claims arising from or in connection with the sole negligence or misconduct of AIC.
- 28.6** The responsibility to indemnify set forth in this clause shall survive the termination of the contract/agreement for any reason with regard to any indemnity claims arising in relation to the performance hereof.

29. Termination of Contract

- 29.1** By AIC: AIC may terminate this Contract in case of occurrence of any of the events specified in paragraphs (1) through (10) of this Clause:
- 29.2** If the Selected Bidder fails to remedy a failure in the performance of its obligations hereunder, within thirty (30) days of receipt of a notice in that regard or within such further period as AIC may have subsequently approved in writing;
- 29.3** If the Selected Bidder becomes insolvent or goes into liquidation or receivership whether compulsory or voluntary;
- 29.4** If the Selected Bidder fails to comply with any final decision reached as a result of arbitration proceedings;
- 29.5** If at any time after the award of tender or after execution of contract and/or during the currency of the contract, it comes to the knowledge of AIC, that the Service Provider has engaged in corrupt or fraudulent practices in competing for or in executing the Contract,
- 29.6** If the Selected Bidder submits to AIC a false statement in relation to the Contract which, in the opinion of AIC may adversely affect its rights, interests or obligations;
- 29.7** If the Selected Bidder places itself in a position of conflict of interest with AIC or fails to disclose promptly any conflict of interest to AIC;
- 29.8** If the Selected Bidder fails to provide the quality of services as envisaged under this RFP, the Committee formulated to monitor the progress of the assignment may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The Committee may decide to give one chance to the Service Provider to improve the quality of the services and despite opportunity having been given to the Service Provider, the quality of service is not improved;
- 29.9** If, as the result of Force Majeure, the Selected Bidder is unable to perform a material portion of the Services for a period of not less than thirty (30) days.
- 29.10** If AIC, at its sole discretion, decides to terminate this Contract (by giving thirty (30) days prior written notice) without assigning any reason whatsoever.



- 29.11** If the Selected Bidder acts or omits to act in a particular manner as required of him under this RFP/contract resulting in a material breach of the contract and the Service Provider further fails to remedy such breach within 30 days from the date of receipt of notice specifying the breach in this regard from AIC or such longer period as may be approved in writing by AIC;
- 29.12** In the event of either of the abovementioned circumstances, AIC shall give a not less than thirty (30) days written notice of Termination to the Selected Bidder.
- 29.13** By the Service Provider: The Service Provider may terminate this Contract, by not less than thirty (30) days written notice to AIC, in case of the occurrence of any of the events specified hereunder:
- 29.14** If the Company fails to pay any money due to the Service Provider pursuant to the Contract and not subject to dispute within thirty (30) days after receiving written notice from the Service Provider that such payment is overdue;
- 29.15** If, as the result of Force Majeure, the Selected Bidder is unable to perform a material portion of the Services for a period of not less than thirty (30) days;
- 29.16** If the Company fails to comply with any final decision reached as a result of arbitration;
- 29.17** If the Company is in material breach of its obligations pursuant to the Contract and has not remedied the same within thirty (30) days (or such longer period as the Service Provider may have subsequently approved in writing) following the receipt by AIC of the Service Provider's notice specifying such breach.

30. Cessation of Rights and Obligations:

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

- i. Such rights and obligations as may have accrued on the date of termination or expiration;
- ii. The obligation of confidentiality set forth in GC Clause 27 hereof;
- iii. The Service Provider's obligation to permit inspection, copying and auditing of their accounts and records; and
- iv. Any right which a Party may have under the Law

31. Cessation of Services:

Upon termination of the Contract by notice of either Party to the other pursuant to GC clause 29 hereof, the Service Provider shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum

In addition to the cancellation of order, AIC reserves the right to appropriate the damages



from the Bank guarantee given by the bidder.

32. Limitation of Liability: -

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

33. Governing Language

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

34. Governing Law/Jurisdiction

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



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

Annexure: A
(Covering letter of Technical offer)

Date:

To,
Deputy General Manager
Infotech Department
Agriculture Insurance Company of India Limited
13th Floor, AMBA DEEP Building, 14, Kasturba Gandhi Marg,
New Delhi - 110 001

Dear Sir,

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

With reference to the above RFP, having examined and understood the instructions, terms and conditions forming part of the RFP, we hereby enclose our offer to provide our services for Service Provider for comprehensive information and cyber security assurance audit (on basis guidelines issues by IRDAI) as detailed in your above referred RFP. We agree to all the terms and conditions mentioned in the RFP. We hereby submit our Technical Offer in a sealed envelope. The offer shall be binding on us up to 120 days and subject to the modifications resulting from contract negotiations.

Yours faithfully,

Name

Designation,

Contact No.

Seal of the firm/Company

Encl: Technical Offer in sealed envelope.



Annexure C
TECHNICAL BID
Request for Proposal

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

Reference Number RFP InfoTech Dept./2018/Security Audit/06.01.2018

Particulars	Details to be furnished for the particulars	Details of Enclosures to be submitted
Name of the Firm/Company		
Address of Registered Office		
Country of Incorporation		
Date of incorporation of the firm and Registration Number		
Telephone/Mobile and fax Number		
E mail address		
Number of Service Providers with qualifications such as CISA/CISSP/CEH Certified professionals as employees.		
Name and Designation of the person authorized to make commitments to the Company: Name Designation Contact No Fax No Mobile No Email ID		
Presence and locations of offices in India		
Name, address, and account Number of Bidder's banker		
Details of Bid amount paid through D.D. No. dated Bank/ Drawn on Branch Amount - Rs.		
PAN NO VAT NO SALES TAX NO SERVICE TAX REGN NO GST NO		
References of at least 5 major clients	Name Address Contact Phone No Email ID	
Any other information considered		



Annexure D
(To be furnished in the Company's letter head)
Commercial Offer
(To be submitted in sealed envelope)

Date:

To,
Deputy General Manager
Infotech Department
Agriculture Insurance Company of India Limited
13th Floor, AMBA DEEP Building, 14, Kasturba Gandhi Marg,
New Delhi - 110 001

Dear Sir/Madam,

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

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

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

Yours faithfully,

(Name & designation, seal of the firm)

Encl: Commercial offer in sealed envelope.



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

Dear Sir,

Request for Proposal

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

Reference Number: RFP InfoTech Dept./2018/Security Audit/06.01.2018

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

SL	Activity for Project ANNAPOORNA & SEWA	Total Amount (Rs.)
1	Completion of First Comprehensive Information & Cyber Security Assurance audit for ICT Infrastructures including Vulnerabilities and Penetration Tests (VAPT).	
Total Amount (in figure)		
Total Amount (in words)		

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

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

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

Terms and Conditions -

- 1) The above quoted fee is for all the phases as laid out in RFP.
- 2) We undertake to deliver all the deliverables as in RFP document.
- 3) AIC will deduct tax (TDS) while releasing payment, as applicable in law.
- 4) Bidder has to station the team in AIC Head office (Delhi). In case of any necessary outstation visits (from base location i.e. Delhi), as approved by the Company, the travel, boarding, lodging and other incidental expenses would be reimbursed to us at actuals, subject to AIC norms (Manager Cadre).

Dated this day of 2018.

(Signature)

(In the capacity of)

Duly authorized to sign Proposal for and on behalf of



Annexure F

Undertaking from the Bidder on their Company's letter head

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

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

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

Signature and seal of authorized person

Date:

Place:



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

Place:

Date:

AUTHORIZATION LETTER FORMAT

Date:

To,
Deputy General Manager
Infotech Department
Agriculture Insurance Company of India Limited
13th Floor, AMBA DEEP Building, 14, Kasturba Gandhi Marg,
New Delhi - 110 001

Subject: Authorization Letter for attending the Bid Opening

Dear Sir/Madam,

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

Dated _____ on _____ on behalf of our organization.

Specimen Signature of Representative

The specimen signature is attested below:

Signature of Authorizing Authority

Signature of Attesting Authority

Name of Authorizing Authority

Name of Attesting Authority



ANNEXURE - DRAFT CONTRACT

This CONTRACT (hereinafter called the "Contract") is made on __ day of the _____ of, 2018, between

AGRICULTURE INSURANCE COMPANY OF INDIA LIMITED a Company registered under the Companies Act, 1956, having its Registered Office at "AMBADEEP" (13th Floor), 14, Kasturba Gandhi Marg, New Delhi - 110 001 (hereinafter referred to as "Company"),

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

AND

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

Also at Address:

Represented by:

WHEREAS

The Service Provider, having represented to the Company that he has the required professional skills, personnel and technical resources, has offered to provide the necessary services in response to the Tender Notice (InfoTech Dept./2018/Security Audit/06.01.2018 issued by the Company;

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

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

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



- (a) The General Conditions [GC] of Contract;
- (b) The Special Conditions [SC] of Contract;
- (c) The following Appendices:

Appendix A:	Description of Services
Appendix B:	Reporting Requirements
Appendix C:	Total Cost of Services

- (d) RFP for selection of service provider for comprehensive information and cyber security assurance audit dated xx.xx.2018 as issued by the Company and Signed by service provider.
2. The mutual rights and obligations of the Company and the service provider shall be as set forth in the RFP and the Contract.

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

Signed by:

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

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

2.	2.
Name:	Name:
Designation:	Designation:

I. GENERAL CONDITIONS [GC] OF CONTRACT

1. General Terms and Conditions

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

2. Application

For the purpose of the Purchase Order, the purchaser is: **Agriculture Insurance Company of India Limited**

13th Floor, AMBA DEEP Building,

14, Kasturba Gandhi Marg,

New Delhi - 110 001

Ph +91 11 46869800, Fax +91 11 46869815

Email - hoinfotechgroup@aicofindia.com

3. Standards

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



4. Terms and Conditions

4.1 Performance Security

Within 15 days after the receipt of Notification of Award of the Contract from AIC, the SP shall submit Performance Security equivalent to _____ i.e. 10% of Total value of the contract

_____ Performance Security was furnished in the form Bank Guarantee from _____ (Name of the Bank).

4.2. Payments

The SP shall be bound by the payment terms mentioned in the RFP. The financial bid submitted by the SP must be in conformity with the payment terms mentioned in the RFP. Any deviation from the proposed payment terms shall not be accepted. AIC shall have the right to withhold any payment due to the SP, in case of delays or defaults on the part of the SP. Such withholding of payment shall not amount to a default on the part of AIC. All payments shall be made to SP for all services performed in accordance with the RFP and this Contract.

4.3. Mode of Payment

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

4.4. Currency of Payments

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

4.5. Delay in SP's Performance

- i. Any unexcused delay by the SP in the performance of its obligations, shall render the SP liable to any or all of the following sanctions: forfeiture of his performance security;
- ii. imposition of liquidated damages and/or
- iii. termination of the contract for default.



If at any time during performance of the contract, the SP should encounter conditions impeding timely performance of services, the SP shall promptly notify AIC in writing of the fact of delay, its likely duration and cause(s), before the scheduled delivery date. AIC shall evaluate the situation after receipt of the SP's notice and may at their discretion extend the SP's time for delivery, in which case the extension shall be ratified by the parties in writing or by amendment of the contract. If the SP's request for delay in the implementation of the Solution and performance of services is not found acceptable to AIC, the above-mentioned clause would be invoked.

4.6. Duration of Contract

This contract shall be valid for a period of one year. The contract may be further extended at the sole discretion of AIC for a 3 months or further period.

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

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

4.7. Completeness of the Project

The project may be deemed as incomplete if the desired objectives of the project as specified in RFP: InfoTech Dept./2018/Security Audit/06.01.2018 - Scope of Work, are not achieved.

4.8. Indemnity

Clause 28- Indemnity of the RFP shall apply mutatis mutandis to the parties hereto.**4.9. Inspection of records**

AIC/its authorized officials shall be entitled to inspect the records of the SP pertaining to the project under this contract, subject to prior intimation to the SP. Such inspection shall be carried out during business hours and on days other than gazetted public holidays. The cost of such inspection shall be borne by AIC. The scope of such inspection shall be limited to the scope of work under this contract,

4.9. Publicity

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

4.10. Solicitation of Employees

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



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

4.11. Liquidated Damages

- i. The parties hereby agree that, in the circumstances elaborated below, the amount specified hereunder shall be construed as reasonable estimate of liquidated damages to be paid by the Service Provider to AIC, without prejudice and in addition to the other relevant provisions stated in these Terms and Conditions.
- ii. The amount of liquidated damages under this Contract shall not exceed 10% of the total value of the Commercial and will be applicable for reasons attributable to the SP;
- iii. The liquidated damages shall be applicable under the following circumstances:
 - a. If the service is not provided as per schedule for reasons attributable to the SP, the Service Provider shall be liable to pay penalty as mentioned in Clause 20 of RFP;
 - b. If the services are not acceptable to AIC and defects so pointed out by AIC to the SP are not rectified to the satisfaction of AIC within 30 days of the receipt of the notice, the Service Provider shall be liable for Liquidated Damages for an amount equal to 1% of the total cost of that particular Service for every week or part thereof for the delay.

4.12. Confidentiality

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

4.13. Force Majeure:

4.13.1 Definition

- i. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government Agencies.



ii. Force Majeure shall not include:

- Any event which is caused by the negligence or intentional action of a Party or by or of such Party's Sub-Consultants or Agents or Employees, nor
- Any event which a diligent Party could reasonably have been expected both to take into account at the time of execution of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

iii. Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

4.13.2 No Breach of Contract: The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

4.13.3 Measures to be Taken:

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

4.14. Resolution of disputes

AIC and the SP shall make every effort to resolve amicably, by direct informal discussions between the respective project managers of AIC and the SP, any disagreement or dispute arising between them under or in connection with the contract. If AIC project manager and the SP project manager are unable to resolve the dispute they shall immediately escalate the dispute to the senior authorized personnel designated by the SP and AIC respectively. If after thirty days from the commencement of such discussions between the senior authorized personnel designated by the SP and AIC, AIC and the SP have been unable to resolve amicably



a contract dispute; either party may require that the dispute be referred for resolution through formal arbitration. All questions, claims, disputes, or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator acceptable to both parties failing which the number of arbitrators shall be three, with each side to the dispute being entitled to engage one arbitrator. The two arbitrators engaged by the parties shall engage a third arbitrator who shall act as the presiding arbitrator. The Arbitration and Conciliation Act, 1996 or any statutory modification thereof shall apply to the arbitration proceedings and the venue of the arbitration shall be New Delhi. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at New Delhi alone shall have the jurisdiction in respect of all matters connected with the Contract. The arbitration award shall be final, conclusive, and binding upon the Parties and judgment may be entered thereon, upon the application of either Party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.

4.15. Waiver

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

4.16. Violation of terms

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



4.17. Termination of Contract

Clauses 29, 30 and 31 pertaining to termination of contract of the RFP shall apply mutatis mutandis to the parties hereto.

4.18. Termination for Convenience

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

4.19. Information Ownership

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

4.20. Governing Language

The contract shall be written in the language of the bid i.e. English. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in that same language. English Language version of the contract shall govern its implementation.

4.21. Applicable Law

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

4.22. Deduction

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

4.23. Taxes and Duties

As specified in the RFP (InfoTech Dept./2018/Security Audit/06.01.2018) document.

4.24. No Claim Certificate

The SP shall not be entitled to make any claim whatsoever against AIC under or by virtue of or arising out of this contract, nor shall AIC entertain or consider any such



claim, if made by the SP after he shall have signed a "No Claim" certificate in favour of AIC in such forms as shall be required by AIC after all payments due to the SP are made in full.

4.25. Intellectual Property Right (IPR): -

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

It is clarified that neither the SP nor its personnel/employees are the agents of AIC and have, therefore, no authorization to use the intellectual property rights of AIC in any manner whatsoever except for the sole purpose of performance of SP's obligation under this Contract.

4.26. Rights reserved by AIC

- i. AIC reserves the right to verify the validity of information given by the SP. If at any future point of time, it is found that the SP had made a statement, which is factually incorrect, AIC shall have the right to debar the SP from bidding prospectively for a period to be decided by AIC and take any other action as maybe deemed necessary.
- ii. AIC reserves the right to issue a fresh RFP for _____ Services & appoint another SP at any time during the validity of the contract period with the SP.

4.27. Subcontracting

Subcontracting is not allowed.

II. APPENDICES TO THE CONTRACT

APPENDIX A - DESCRIPTION OF SERVICES

The Detailed Role and responsibilities, General Conditions for execution of work, Scope of Work as defined in the RFP InfoTech Dept./2018/Security Audit/06.01.2018 document.

APPENDIX B - REPORTING REQUIREMENTS

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



APPENDIX C - TOTAL COST OF SERVICE

S. No.	Activity for Project ANNAPOORNA & SEWA	Total Amount (Rs.)
1	Completion of First Comprehensive Information & Cyber Security Assurance audit for ICT Infrastructures including Vulnerabilities and Penetration Tests (VAPT).	
Total Amount (in figure)		
Total Amount (in words)		

Payment terms

The terms of the payment will be as under:

SL.	ACTIVITY	ASSIGNMENTWISE PROJECT PAYMENT	
		PROJECT ANNAPOORNA	PROJECT SEWA
1	Competition of Comprehensive Information & Cyber Security assurance audit.	50% of Total Awarded Amount	50% of Total Awarded Amount

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

Penalty Clause

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

Reason	1 st Instance	2 nd Instance	3 rd Instance
Non-Compliance or Delay in Compliance.	2%	5% (Less 2% deducted in the first instance)	10% (Less 5% deducted in the second instance)