



एग्रीकल्चर इंश्योरेंस कम्पनी ऑफ इंडिया लिमिटेड
प्लेट बी और सी, 5 वीं मंज़िल, ब्लॉक 1, ईस्ट किदवई नगर नई दिल्ली - 110023



TENDER FOR

PROCUREMENT OF ORACLE FMS LICENCES

FOR

AGRICULTURE INSURANCE COMPANY OF INDIA LTD. (AIC)

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DISCLAIMER

This Tender is issued by Agriculture Insurance Company ("AIC").

The information contained in this tender or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of AIC or any of its employees or advisers, is provided to Bidders on the terms and conditions set out in this tender and all other terms and conditions subject to which such information is provided.

This tender is not a contract and is neither an offer nor invitation by AIC to the prospective Bidders or any other person. Whilst the information in this tender has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified.

The tender has been created after a very extensive study and hence is a fair representation of the scope of work overall. However, neither AIC, nor any of its officers or employees, nor any of their advisers nor consultants accept any liability or responsibility for the accuracy, reasonableness or completeness of, or for any errors, omissions or misstatements in the information or makes any representation or warranty, express or implied, with respect to the information contained in this tender or on which this tender is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and, so far as permitted by law and liability therefore is hereby expressly disclaimed.

The purpose of this tender is to provide the Bidder(s) with information that may be useful to them in the formulation of their Proposals pursuant to this tender. The information contained in this tender is selective and is subject to updating, expansion, revision and amendment at the sole discretion of AIC. This tender document is not exhaustive and does not purport to contain all the information that a Bidder may require for the purpose of making a decision for participation in this bidding process. Neither AIC nor any of its officers, employees nor any of its advisers nor consultants undertakes to provide any Party with access to any additional information or to update the information in this tender or to correct any inaccuracies therein which may become apparent. Each Bidder should conduct its own analysis of the information contained in this tender, to correct any inaccuracies therein and is advised to carry out its own investigations in the project, the regulatory regime which applies thereto and by and all matters pertinent to AIC and to seek its own professional advice on the legal, financial and regulatory consequences of entering into an agreement or arrangement relating to the project.

AIC accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this tender.



1. Tender Notice

AIC invites eligible bidders to submit their offer for the tender titled “Procurement of Oracle FMS Licenses for AIC” for the work on the terms of reference contained in this tender document. Interested Bidders may submit their offer, electronically as per the terms and conditions of this tender.

#	Description
Tender Number and Approving Authority	InfoTech Dept./2021/Oracle FMS Licenses Agriculture Insurance Company of India Limited
Tender Title	Tender for Procurement of Oracle FMS Licenses
Name of the Purchaser/Tender inviting Authority	Agriculture Insurance Company of India limited
Tender Fee (Non-Refundable)	Rs. 5,000/- (Rupees Five Thousand only) by NEFT/RTGS/ in favour of “Agriculture Insurance Company of India Ltd.” payable at New Delhi. The Tender Processing Fee is non-refundable and inclusive of taxes (Exemption for eligible entities (i.e. MSME/NSIC/Start-ups), as per Government of India Guidelines, subject to submission of the relevant certificate. Certificate shall be valid on the date of Bid Submission)
Bid Security/EMD	₹ 3,00,000/- (Rupees Three Lakhs only) (Exemption for eligible entities (i.e. MSME/NSIC/Start-ups), as per Government of India Guidelines, subject to submission of the relevant certificate. Certificate shall be valid on the date of Bid Submission)
Performance Bank Guarantee	3% of the Contract Value
Method of Selection	Online
Name and address for communication and seeking clarifications regarding this tender	Shri Vishal Gulati, Chief 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
Last date for bid / proposal submission (on or before)	11.10.2021 till 1:00 PM
Validity of the Bid	The Bid shall remain valid for up to 90 (Ninety) days from the last date of submission of the bids.
Late Bids	Bids received after the specified date and time of receipt will not be considered under any circumstances whatsoever.



#	Description
Tender Submission	Technical and Commercial bids shall be submitted Online through e-tendering process
Date & time for opening of Techno-Commercial Bids	Will be communicated through AIC Website
Date & Time for the announcement of the selected Bidder	Will be communicated through AIC Website

Note: The above dates, time and venue may be altered by AIC at its sole discretion after giving prior notice to the Bidders. Some of the information provided in the above Tender Notice is further elaborated in the subsequent sections of this tender and the information provided in the Tender Notice and subsequent sections of this tender are to be read in conjunction and are to be interpreted harmoniously.



2. Project Background

2.1. About AIC

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

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

Since our Company is engaged in the service of the farming community of the country, the overwhelming majority of whom are poor, we have modeled our resource pattern in accordance with those economic compulsions. Accordingly, to keep our management costs to the ground, AIC functions with only around 300 employees on the rolls but insures around 25 million farmers. We operate out of 18 Regional Offices only but deal with around 150,000 Bank Branches & Primary Agricultural Co-op. Societies at the grassroots level.

2.2. Current IT landscape at AIC

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

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

The backbone of 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). SEWA consists of a bouquet of applications and services which has been developed/customized/procured on cutting edge technology catering to the varied and agile business needs of AIC and will invigorate AIC's control over its IT enablement. The Implementation vendor is M/s WIPRO.



3. INSTRUCTION TO BIDDERS

3.1. General

The requirements of the tender shall prevail over any information in the Bid. However, all information supplied by the successful Bidder will be treated as contractually binding on the Bidder. This tender supersedes and replaces any previous public documentation and communications, and Bidders should place no reliance on such communications.

The Bidders will be required to upload only the technical documents in technical Evaluation. If the Bidder has uploaded the Commercial document in Technical Criteria, Then the bid is liable to be rejected.

No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of AIC.

AIC may cancel this bid process at any time prior to a formal written contract being executed by or on behalf of AIC.

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/ Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service.

If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference/price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total QUANTITY.

This tender document is non-transferable.

The tender shall not be used to market the Bidder's product or services.

3.2. Bid Preparation Costs

The Bidder shall bear all costs incurred in connection with participation in the tender process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, visits to AIC office, preparation and submission of proposal, in providing any additional information required



by the AIC to facilitate the evaluation process, and in negotiating a definitive contract and all such activities related to the bid process.

AIC will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the entire Bidding Process.

3.3. Tender Fees

Bidders shall submit, along with their Bids, a non-refundable Tender Fee as mentioned in the Tender Notice. Payment in any other form will not be accepted. The receipt of the same shall be submitted along the bid submission documents.

3.4. Bid Security/EMD

Each bidder is required to submit in the form of NEFT/Online transfer EMD amount of Rs. 3,00,000/- (Rupees Three Lakhs Only) in the below account details:

DETAILS OF EXPENSES OF MANAGEMENT CONTROL ACCOUNT OF AIC

COMPANY NAME: AGRICULTURE INSURANCE COMPANY OF INDIA LTD.

ACCOUNT NAME: AIC OF INDIA EXPENSES OF MANAGEMENT CONTROL ACCOUNT

BANK NAME: AXIS BANK LIMITED

A/C TYPE: CURRENT ACCOUNT

ACCOUNT NO.: 007010200018780

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

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

IFSC CODE: UTIB0000007

MICR CODE: 110211002

GSTIN: 07AAECA2874P1Z7

The EMD submitted by the bidder shall be forfeited if:

- The bidder withdraws its proposal before processing of the same.
- The bidder withdraws its proposal after processing but before acceptance of the PO issued by AIC.
- The selected bidder withdraws its proposal before furnishing an unconditional and irrevocable Performance Bank Guarantee.
- The bidder violates any of the provisions of the terms and conditions of this tender specification.
- The successful bidder fails to submit PBG within the time stipulated after the issuance of PO.

The EMD shall be refunded to:



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

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

Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME), Agencies registered with the Central Purchase Organization are exempted from submitting EMD. Start-ups are also exempted from submitting EMD as per Govt. Policy. The Certificate for Exemption shall be attached while submitting the Bid, failing which the Bid shall be deemed to non-responsive and shall not be considered.

3.5. Performance Bank Guarantee

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

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.

The PBG shall 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 instrument. The executor (BG issuing Bank) is required to mention the Power of Attorney number and date of execution in his/ her favour with authorization to sign the documents.

Each page of the PBG shall bear the signature and seal of the BG issuing Bank and PBG number.

In the event of the successful bidder being unable to service the contract for whatever reason, AIC may invoke the PBG.

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 part 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.

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.

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.

The format for Performance Bank Guarantee is given in Annexure IV.

3.6. Issue of Corrigendum

At any time prior to the last date for receipt of bids, AIC may, for any reason, whether at its own initiative, modify the tender Document by a corrigendum. However, in case of any such amendment of the tender or for any other reason, the Bid submission date may or may not be extended by AIC at its sole discretion.

3.7. Bid Validity Period

Bid validity must remain valid for up to 90 (Ninety) days from the last date of submission of the Bids. AIC may request the Bidder(s) for an extension of the period of validity of the bid by a further period of 90 more days. The validity of the EMDs as requested shall also be accordingly extended if called upon to do so by AIC.

3.8. Right to the content of bid

All bids and accompanying documentation of the proposal will become the property of AIC and will not be returned after opening of the bids. AIC shall not open commercial bids of those bidders who do not clear the technical evaluation. AIC is not restricted in its rights to use or disclose any or all of the information contained in the bid and can do so without compensation to the bidders. AIC shall not be bound by any language in the bid indicating the confidentiality of the bid or any other restriction on its use or disclosure.

3.9. Amendment of the tender

At any time prior to the deadline for submission of the proposals, AIC, for any reason, may modify the tender by amendment and it shall publish it in the same manner as mentioned in the tender Notice. Such amendments shall be binding on the Bidders. In case of such modifications, the bidders who have submitted their responses, prior to such amendments, to the original invitation shall be provided with an opportunity to modify or



re-submit or withdraw their bids.

3.10. Compliant Bids and completeness of response

The Bidders are advised to study all instructions, forms, terms, requirements and other information in the tender documents carefully. Submission of the Bid shall be deemed to have been done after careful study and examination of this tender document with full understanding of its implications by the bidder.

Failure to comply with the requirements of this paragraph may render the bid non-compliant and the bid may be rejected. Bidders shall:

- Include all documentation specified in this tender.
- Follow the format of this tender and respond to each element in the order as set out in this tender.
- Comply with all requirements as set out in this tender.

The Bids shall be submitted strictly in accordance with the requirements and terms & conditions of this tender.

3.11. Bid Submission Deadline and Late Bids

All Bidders are required to submit their bids (complete in all respects) within the time and date as specified in Tender Notice. AIC may, in exceptional circumstances and at its discretion, extend the deadline for submission of bids by issuing an addendum/corrigendum or by intimating all bidders, in writing or through e-mail, in which case all rights and obligations of AIC and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

The Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained. No correspondence will be entertained on this matter. AIC shall not be responsible for any delay or non-receipt/non-delivery of the documents. No further correspondence on the subject will be entertained. AIC reserves the right to modify and amend any of the above-stipulated condition/criteria depending upon project priorities vis-à-vis urgent commitments.

3.12. Non-Conforming Bids

A Bid may be construed as non-conforming and ineligible for consideration if:

- It does not comply with the requirements of this tender.
- The bid appears to be “canned” presentations of promotional materials that do not follow the format required under this tender or do not appear to address the requirements of the solution.



3.13. Right to Terminate the Process

AIC may terminate the entire bidding process at any time without assigning any reason. AIC makes no commitments, express or implied, that this process will result in a business transaction with anyone. AIC will not be liable in any manner whatsoever to any person in case of termination of the Bidding process except that if the EMD has been received from the Bidder prior to such termination, the EMD will be returned (without any interest) as promptly as possible to the respective Bidders.

3.14. Acceptance and Rejection of Bids

AIC reserves the right to reject any or all Bids without assigning any reason thereof. AIC also reserves the right to assess the Bidder's capabilities and capacity. In either case, the decision of AIC shall be final and binding. If a discrepancy is found in the bidder's response, the same may be conveyed to the Bidder with target date up to which the Bidder will be required to send his acceptance / clarification on the above lines and if the Bidder does not agree to the decision of the AIC then the Bid shall be liable to be rejected.

If the Bidder does not meet even one of the Pre-Qualification criteria separately, as mentioned in the tender, the Bidder shall be disqualified, and the entire Bid shall be rejected.

3.15. Disqualification

The Bid is liable to be disqualified in, inter alia, any of the following cases:

- In case the Bidder fails to meet the bidding requirements as indicated in this tender.
- Bid not submitted in accordance with the terms, procedure and formats prescribed in this document or treated as non-conforming proposal.
- The Bid is received in incomplete form.
- The Bid is received after the due date and time.
- The Bid is not accompanied by all the requisite documents.
- The information submitted in the Technical Bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the evaluation of the bids (no matter at what stage) or during the tenure of the contract including the extension period, if any.
- The Commercial Bid is enclosed within the technical Proposal or other Proposal.



- The Bidder tries to influence the bid evaluation process by unlawful/corrupt/fraudulent means at any point of time during the Bid process.
- In case any one party submits multiple bids or if common interests are found in two or more Bidders, the Bidders are likely to be disqualified.

3.16. Contract Termination

AIC at any point may decide to terminate the contract in case the Bidder is not complying with tender scope of work requirements. For the purpose, Bidder is required to hand over license delivery confirmation to AIC.

3.17. Soft Copy of Tender Document

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

3.18. Debarment from bidding

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

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

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

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

3.19. Award of Contract

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



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

The acceptance of the bid, subject to contract, will be communicated by way of placing a purchase order in writing at the address supplied by the bidder in the bid document. Any change of address of the bidder should therefore be notified promptly to the General Manager at the address given in this tender.

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

3.20. Signing of Contract

The successful bidder(s) shall be required to enter into a contract with AIC, within fifteen (15) 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 tender 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 tender shall constitute a binding contract till such a contract is issued. The contract shall be valid for a period of 3 years from the date of its execution.

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

3.21. Legal Compliance

- a) The successful bidder hereto agrees that it shall comply with all applicable union, state and local laws, ordinances, regulations and codes in performing its obligations hereunder, including procurement of license, permits and certificates and payment of taxes where required. If at any time during the term of the contract, AIC identifies or becomes aware that the successful bidder is or may be in violation of any law,



ordinance, regulation, or code (or if it is so decreed or adjudged by any court, tribunal or other authority), AIC shall be entitled to terminate this contract with immediate effect.

- b) The successful bidder shall maintain all proper records, particularly but without limitation to accounting records, required by any law, code, practice or corporate policy applicable to it from time to time including records, returns and applicable documents under the Labour Legislation.
- c) The successful bidder shall ensure payment of minimum wages to persons engaged by it as fixed from time to time under the Minimum Wages Act, 1948. In case the same is not paid, the liability under the Act shall rest solely with the successful bidder.

3.22. Standards

The services including all deliverables and reports under the contract shall conform to the standards mentioned in this tender as well as the Technical Bid submitted by the bidder and/ or agreed between AIC and the bidder, and when no applicable standard is mentioned, the services shall be rendered under the authoritative and appropriate international standards of such services as are generally applied in India also and such standards shall be the latest issued by the concerned institution(s).

3.23. Governing Language

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

3.24. Applicable Law

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

3.25. Notice

- Any Notice, Request or Consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such Notice, Request or Consent shall be deemed to have been given or made when delivered in person to an Authorized Representative of the Party to whom the communication is addressed, or when sent by Registered Post or by email to such Party at the address/email id specified.
- A Party may change its address/email id for notice hereunder by giving the other Party notice in writing of such change to the address specified.



3.26. Indemnity

3.26.1 General Indemnity

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

3.26.2 Indemnity by the Service Provider

Without limiting the generality of Clause 3.26.1, the Service Provider shall fully indemnify, hold harmless and defend the AIC and the AIC Indemnified Persons from and against any and all loss and/or damages arising out of or with respect to:

- failure of the Service Provider to comply with Applicable Laws and Applicable Permits;
- payment of taxes required to be made by the Service Provider in respect of the income or other taxes of the outsourced employees, suppliers and representatives.
- Without limiting the generality of the provisions of this Clause 3.26.1, the Service Provider shall fully indemnify, hold harmless and defend the AIC Indemnified Persons from and against any and all suits, proceedings, actions, claims, demands, liabilities and damages which the AIC Indemnified Persons may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any materials, information, design or process used by the Service Provider in performing the Service Provider’s obligations or in any way incorporated in or related to the Contract. If in any such suit, action, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the Service Provider shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the revocation or suspension of the injunction or restraint order.



3.26.3 Notice and contest of claims

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

3.26.4 Defense of claims

- i. The Indemnified Party shall have the right, but not the obligation, to contest, defend and litigate any claim, action, suit or proceeding by any third party alleged or asserted against such Party in respect of, resulting from, related to or arising out of any matter for which it is entitled to be indemnified hereunder, and reasonable costs and expenses thereof shall be indemnified by the Indemnifying Party. If the Indemnifying Party acknowledges in writing its obligation to indemnify the Indemnified Party in respect of loss to the full extent provided by this Clause, the Indemnifying Party shall be entitled, at its option, to assume and control the defense of such claim, action, suit or proceeding, liabilities, payments and obligations at its expense and through the counsel of its choice; provided it gives prompt notice of its intention to do so to the Indemnified Party and reimburses the Indemnified Party for the reasonable cost and expenses incurred by the Indemnified Party prior to the assumption by the Indemnifying Party of such defense. The Indemnifying Party shall not be entitled to settle or compromise any claim, demand, action, suit or proceeding without the prior written consent of the Indemnified Party, unless the Indemnifying Party provides such security to the Indemnified Party as shall be reasonably required by the Indemnified Party to secure the loss to be indemnified hereunder to the extent so compromised or settled.
- ii. If the Indemnifying Party has exercised its rights under Clause 3.26.3, the Indemnified Party shall not be entitled to settle or compromise any claim, action, suit or proceeding without the prior written consent of the Indemnifying Party (which consent shall not be unreasonably withheld or delayed).
- iii. If the Indemnifying Party exercises its rights under Clause 3.26.c, the Indemnified Party shall nevertheless have the right to employ its own counsel, and such counsel may participate in such action, but the fees and expenses of such counsel shall be at the expense of the Indemnified Party, when and as incurred, unless:
 - (a) the employment of counsel by such party has been authorised in writing by the Indemnifying Party;
or
 - (b) the Indemnified Party shall have reasonably concluded that there may be a conflict of interest between the Indemnifying Party and the Indemnified Party in the conduct of the defense of such action; or



- (c) the Indemnifying Party shall not, in fact, have employed independent counsel reasonably satisfactory to the Indemnified Party, to assume the defense of such action and shall have been so notified by the Indemnified Party; or
- (d) the Indemnified Party shall have reasonably concluded and specifically notified the Indemnifying Party either:
- i. that there may be specific defenses available to it which are different from or additional to those available to the Indemnifying Party; or
 - ii. that such claim, action, suit or proceeding involves or could have a material adverse effect upon it beyond the scope of the Contract: Provided that if Sub-clauses (b), (c) or (d) of this Clause 3.26.4 (iii) shall be applicable, the counsel for the Indemnified Party shall have the right to direct the defense of such claim, demand, action, suit or proceeding on behalf of the Indemnified Party, and the reasonable fees and disbursements of such counsel shall constitute legal or other expenses hereunder.

3.27. Survival on Termination

The provisions of this Clause shall survive Termination.

The bidder shall also be liable to indemnify AIC, at its own cost and expenses, against all losses/ damages, which AIC may suffer on account of violation by the bidder of any or all national/ international trade laws, norms, standards, procedures etc. This liability shall not ensue if such losses/ damages are caused due to gross negligence or willful misconduct by AIC or its employees.

3.28. Force Majeure

Definition

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.



Force Majeure shall not include

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

Measures to be taken

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.
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.
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.
4. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Selected Bidder, upon instructions by AIC, shall either:
 - demobilize; or
 - Continue with the Services to the extent possible, in which case the Selected Bidder shall continue to be paid proportionately and on pro rata basis, under the terms of this Contract.

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



3.29. Liquidated Damages

The parties hereby agree that, in the circumstances elaborated below, the amount specified hereunder shall be construed as reasonable estimate of liquidated damages to be paid by the Successful Bidder to AIC, without prejudice and in addition to the other relevant provisions stated in these Terms and Conditions.

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

3.30. Code of Integrity

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

- a. making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
- b. any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained, or an obligation avoided.
- c. any collusion bid rigging or anticompetitive behaviour that may impair the transparency, fairness and the progress of the procurement process.
- d. improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
- e. any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract, which can affect the decision of the procuring entity directly or indirectly.
- f. any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
- g. obstruction of any investigation or auditing of a procurement process.
- h. making false declaration or providing false information for participation in a tender process or to secure a contract;



- i. disclosure of conflict of interest.
- j. Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause (25.19.1) with any entity in any country during the last three years or of being debarred by any other procuring entity.
- k. The procuring entity, after giving a reasonable opportunity of being heard, comes to the conclusion that a bidder or prospective bidder, as the case may be, has contravened the code of integrity, may take appropriate measures.

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

Independent External Monitors (IEMS) The Bidders that desire to bid against this Tender, shall compulsorily sign an Integrity Pact (Annexure - V) with AIC to be monitored by the INDEPENDENT EXTERNAL MONITORS (IEMS). IEMs would review independently and objectively whether and to what extent Bidders have complied with their obligations under the Integrity Pact. This project will be reviewed by following Independent External Monitors.

Sh. V. Venkatachalam, (IAS Retd.) No. 92, Ram Nagar, North Extn., 6 th Main Road, Vijaya Nagar, Velachery, Chennai - 600 042. Email- vvenkat1952@yahoo.co.in	Ms. Arundhaty Ghosh, IPOs (Retd.) CG 151, 1st floor, Sector II, Salt Lake Kolkata- 700 091. Email - arundhatyg@gmail.com
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The Bidder should submit Integrity Pact Agreement (Annexure V) on letter head duly signed by the authorized representative of Bidder with office seal on each page. The Agreement will be counter-signed for and on behalf of AIC after opening of Technical Bid.

All clarifications/queries/status with respect to tender may be forwarded to AIC and not to IEMs, except any issue related to Integrity Pact. In case of any issue related to integrity Pact, the Bidder may either send the same by email or by post to the IEMs at the address given above with a subject line / superscribed envelope "COMPLAINT TO IEMs" .



4. Selection Process for Bidder

4.1. Bid Opening Process

The bids will be opened at each stage by the AIC. It is proposed to have a two-staged bid system namely Technical Bid and Commercial Bid. The Commercial Bids of only those bidders will be opened, who meet Technical Qualification.

Bids would be evaluated as detailed in Section below.

4.2. Preliminary Examination of Bids

AIC will examine the Bids to determine whether they are complete, documents have been properly signed and the Bids are generally in order. Any Bids found to be non-responsive for any reason or not meeting any criteria specified in this tender, will be rejected and shall not be included for further consideration. Initial Bid scrutiny will be held, and the Bids will be treated as non-responsive, if Bids are:

- Not submitted in the format as specified in this tender document
- EMD and Tender Fees Receipts
- Found with suppression of details
- Submitted with incomplete information, subjective, conditional offers and partial offers
- Submitted without the documents required under this tender
- Non-compliant to any of the clauses mentioned in this tender

4.3. Clarification on Bids

During the bid evaluation (at any stage whether technical or commercial evaluation), AIC may, at its discretion, ask the Bidder for a clarification of its bid and the decision of AIC will be final. 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.

4.4. Evaluation Process

- AIC shall evaluate the responses to the tender and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
- The decision of the AIC in the evaluation of responses to the tender shall be final. No correspondence will be entertained outside the process of discussion with the Committee.



- The AIC reserves the right to reject any or all bids on the basis of any deviations. Each of the responses / Proposals shall be evaluated as per the criteria and requirements specified in this tender.

The evaluation stages are as follows: -

1. Technical Evaluation

- AIC will review the technical bids of the bidders to determine whether the technical bids are responsive. Bids that are not responsive are liable to be disqualified.
- The Bidders are required to submit all required documentation in support of the evaluation criteria specified as required for technical evaluation.
- AIC may seek oral / written clarifications from the bidders. The primary function of clarifications in the evaluation process is to clarify ambiguities and uncertainties arising out of the evaluation of the bid documents. Oral / written clarifications provide the opportunity for AIC to state its requirements clearly and for the bidder to more clearly state its proposal. AIC and the committee may seek inputs from their professional, technical experts in the evaluation process.
- Only bidders who qualify in technical evaluation will qualify for the evaluation of their commercial bids.
- AIC decision in this regard shall be final & binding and no further discussion/interface will be held with the bidders whose bids are technically disqualified /rejected. Evaluation of Technical Proposals by AIC shall not be questioned by any of the Bidders. AIC may ask Bidder(s) for additional information to verify claims made in Technical Bid documentation from the Bidder on the already submitted Technical Proposal at any point of time before opening of the Price bid.

2. Commercial Evaluation process

The Commercial Bids of only the technically qualified bidders will be opened by AIC for evaluation in the presence of the bidder's representatives.

The bid value shall be exclusive of all taxes and shall be in Indian Rupees (₹).

3. Final Evaluation

- The bidder will be selected, and contract be awarded on L1 basis as per Commercial bid.
- If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity.



PART A: Technical Bid Evaluation

The Stage 1 evaluation includes mandatory compliance to all the bidders.

S. No	Minimum Qualifications Criteria	Documentary proof to be submitted
Registered Legal entity		
1)	The Bidder shall be – <ul style="list-style-type: none"> A company incorporated under the Indian Companies Act, 2013 or any other previous company law as per section 2 (20) of the Indian Companies Act 2013/ Partnerships Firm registered under the Limited Liability Partnerships or Partnership Act Registered with the GST Authorities Company should have a valid PAN number 	<ul style="list-style-type: none"> Certificate of Incorporation; and GST Registration certificate issued by GSTN authorities (copy) PAN Card (copy)
Financial Stability*		
2)	The Bidder shall have an annual average turnover of at least INR 5 Crore per annum in at least 2 years out of last 3 financial years from IT services (i.e. FY 2018-19, FY 2019-20 and FY 2020-21) as on the date of submission of Bid.	<ul style="list-style-type: none"> Audited Financial Statements or statutory auditor certificate or certificate from Company Secretary of Bidder specifying the net worth for the specified year.
Project Experience*		
3)	Bidder shall have experience of delivering Oracle License and Annual Technical Support last 3 years i.e. FY18-19, FY19-20, FY20-21 (as on the due date of submission of the bid) with at least 2 projects costing not less than Rs. 1 Cr each annually (excluding taxes) or at least 1 project costing not less than Rs. 2 Cr annually (excluding taxes)	<ul style="list-style-type: none"> Work Order required to be submitted – WO should be in name of Bidder
Consortium		
4)	Bidder is required to bid on its own and no consortium is allowed	<ul style="list-style-type: none"> Self-attested Undertaking
Manufacturer's Authorization Form		
5)	The Bidder will be eligible only on submission of MAF from OEM i.e Oracle mentioning "Agriculture Insurance Company of India Limited" and License details (attached). Only Bidders qualifying the technical evaluation stage will be eligible for commercial evaluation.	<ul style="list-style-type: none"> MAF from Oracle
Others		
6)	Submission of "Undertaking of Not Being blacklisted that, the firm or none of the firm's Partners or Directors have been blacklisted in India by any Indian State/Central Governments Departments or Public Sector Undertaking of India.	<ul style="list-style-type: none"> Self attested Undertaking

* If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria". The bidder must submit the valid supporting document for claiming exemption.

Classification: **Restricted**



In absence of valid supporting document, the bidder will not be considered as startup/MSME .

Part B: Commercial Bids Evaluation criteria

The following shall be the criteria for evaluation of Commercial Bids

- Commercial bids of only those firms who are technically qualified shall be opened on the date & time to be intimated later, in the presence of the bidder's representatives who choose to attend.
- The format for Commercial Bid is attached with tender.
- AIC may seek oral / written clarifications from the bidders on their commercial bids during the evaluation process. AIC and the committee may seek inputs from their professional, technical experts in the evaluation process. However, the bidder will not be allowed to modify or amend their bids during these clarifications.
- Further, if commercial bids are found to be unreasonable by AIC, the same will be rejected.
- If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity.

5. SCOPE OF WORK

AIC is currently using Oracle financials (Version R12 (12.1.2)) as Financial Management solution. At present AIC has 74 Oracle FMS licenses.

The Bidder shall have to perform the following activities as per the scope of work given below, but not limited to:

- a) The bidder shall provide 24 additional Oracle FMS licenses and integrate with the existing licenses.
- b) The Bidder shall be responsible for the AMC period of 3 years of the purchased licenses.

ITEM DETAILS:

- i. Oracle Financials additional Licenses (Qty 24)
 - ii. Oracle AMC for additional Oracle Financials Licenses (24 Qty) for period of 3 years.
- c) AIC reserves the right to increase or decrease the quantity to be ordered at the time of placement of contract. Bidders are bound to accept the orders accordingly.
 - d) During the contract period if the Oracle version is upgraded, the same has to be considered under AMC and support. Also, these Licenses should remain valid for upgraded version.

Classification: **Restricted**



6. DELIVERY SCHEDULE

The bidder would deliver the license and integrates with existing Oracle financials (Version R12 (12.1.2)) within 30 days of receipt of Purchase order.

7. COMMERCIAL BID FORMAT, PAYMENT SCHEDULE AND PENALTY

7.1. Commercial Bid Format

SL	Technology	Product Description	QUANTITY	Total Amount excluding GST (in Rs.) for one year	Total Amount excluding GST (in Rs.) for Second year	Total Amount excluding GST (in Rs.) for Third year
1	Compatible version of Oracle financials (Version R12 (12.1.2))	Licenses Cost	24		NA	NA
2		AMC Cost	24	NA		
3	Other Charges if any					
Total Amount (in figure)						
Total Amount (in words)						
Grand Total Amount (in figure)						
Grand Total Amount (in words)						

- If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity.
- The Purchaser reserves the right to increase or decrease the quantity to be ordered at the time of placement of contract. Bidders are bound to accept the order accordingly.

7.2. Payment Schedule

AIC will make payment as per following scheduled terms:

License Cost 100% of Licenses cost will be paid on successful delivery and configuration of Licenses.

AMC Cost will be paid annually in advance. The price would be inclusive of all applicable taxes under the Indian law.

Classification: **Restricted**

InfoTech Dept./2021/Oracle FMS Licenses

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7.3. PENALTY CLAUSE

The bidder is required to supply & integrate the licenses with existing Oracle financials (Version R12 (12.1.2)) within 30 days from the date of issuance of Purchase Order by AIC. For any delay in delivery & integration, the bidder is required to pay 1% of the total of Licenses Cost and AMC cost of one year for per week of delay or part thereof with a maximum penalty of 10% of the total of Licenses Cost and AMC cost of one year.



Annexure I: Formats for Submission of Technical Bid

Technical Bid Covering Letter

<Location, Date>

To,

<

>

Name of Work:

Tender No.:

Dear Sir,

We, the undersigned, offer to provide services forproject with reference to your Request for Proposal bearing <Insert tender reference number> dated <insert date>. We are hereby submitting our Technical bid.

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

We agree to abide by all the terms and conditions of this tender document. We would hold the terms of our proposal valid for the number of days as stipulated in the tender document.

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

Yours sincerely,

(Authorized Signatory)

(Name, Designation, Address, Contact Details, Seal, Date)



एग्रीकल्चर इश्योरेंस कम्पनी ऑफ इंडिया लिमिटेड
प्लेट बी और सी, 5 वीं मंज़िल, ब्लॉक 1, ईस्ट किदवई नगर नई दिल्ली -110023

Annexure II: Integrity Pact Undertaking

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

UNDERTAKING BY BIDDER

Date:

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

Dear Sir,

SUB:" Request for Proposal for Procurement of Oracle FMS Licenses for Agriculture Insurance Company (AIC)"

Tender Number - InfoTech Dept./2021/Oracle FMS License

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

Signature and seal of authorized person

Date:

Place:



Annexure III: Proforma for Non-Disclosure Agreement (NDA)

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 tender 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 IV: Proforma for Bank Guarantee

(To be stamped in accordance with stamp act)

Date:

Bank Guarantee no.:

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,

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 Procurement of Oracle FMS Licenses for Agriculture Insurance Company (AIC) 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 the happening of any of the 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.

We, the Bank, further agree that the AIC shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its BID open during the BID validity period set forth in the said Bidding Documents, and the decision of AIC that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between AIC and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

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

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

Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.

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



एग्रीकल्चर इश्योरेंस कम्पनी ऑफ इंडिया लिमिटेड
प्लेट बी और सी, 5 वीं मंज़िल, ब्लॉक 1, ईस्ट किदवई नगर नई दिल्ली - 110023

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

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

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

In witness whereof AIC, through its authorized officer has set its hand stamped on this _____ Day of _____ 2021 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

Place:

Date:

(Authorized Signatory)

Name:

Designation:

Mobile No:

Business Address:



Annexure V: Integrity Pact
(on Bidder's letter head)

INTEGRITY PACT

B e t w e e n

THE AGRICULTURE INSURANCE COMPANY OF INDIA LIMITED (AICL) hereinafter referred to as **"The Principal"** and M/s _____ hereinafter referred to as **"The Bidder / Contractor"**.

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for _____. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the Bid process and the execution of the Contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

1. The Principal Commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third period, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the Bid process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Bid process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC / PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s) / Contractor(s)

1. The Bidder(s) / Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Bid process and during the contract execution.
 - a. The Bidder(s) / Contractor(s) will not directly or through any other person or firm,

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offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- b. The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC / PC Act, further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competitive or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents / representatives in India, if any. Similarly, the Bidder(s) / Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
 - e. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments will be made in Indian Rupees Only.
 - f. The Bidder(s) / Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - g. Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
2. The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to the offences.

Section 3 – Disqualification from Bid process and exclusion from future contracts

If the Bidder(s) / Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) / Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".

Section 4 – Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.

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2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract Value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

1. The Bidder declared that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

Section 6 – Equal treatment of all Bidders / Contractors / Subcontractors

1. In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal Charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor / Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval by the Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It would be obligatory for him/her to treat the information and documents of the Bidders/ Contractors as confidential. He reports to the Chairman cum Managing Director, The Agriculture Insurance Company of India



Limited.

3. The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors.
4. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Subcontractor(s) with confidentiality. The Monitor has also signed declarations on ' Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at. Later date, the IEM shall inform the CMD, AICL and recuse himself/herself from that case.
5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project, provided such meetings should have an impact on the contractual relations between the principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the principal and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
7. The Monitor will submit a written report to the CMD, AICL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposal for correcting problematic situations.
8. If the Monitor has reported to the CMD, a substantiated suspicion of an offence under relevant IPC /PC Act, and the CMD has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance commissioner.
9. The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

The Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by CMD of AICL.

Section 10 – Other provisions

1. This agreement is subject to Indian Law; Place of performance and jurisdiction is the Registered Office of the Principal i.e. New Delhi.

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2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. Issues like Warranty/Guarantee etc shall be outside the purview of IEMs.
6. In the event of any contradiction between the Integrity Pact and its Annexure, the clause in the Integrity Pact will prevail.

For & On behalf of the Principal)

(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place: _____

Date :

Witness 1:

(Name & Address)

Witness 2 :

(Name & Address)



Instructions for e-tendering

DEFINITIONS:

a. E-procurement Technologies Limited:

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

b. ETL e-Procurement Portal:

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

Pre-requisites:

- (i) It is mandatory for all the bidders to have Class-II or Class-III Digital Signature Certificate (With Both DSC Components, i.e. Signing & Encryption) from any of the licensed Certifying Agency under CCA, Ministry of Electronics and Information Technology, Government of India to participate in e-Tendering portal of ETL. Bidders can see the list of licensed CA's from the link www.cca.gov.in E-procurement Technologies Limited also facilitate Class II and Class III Digital Signature Certificate (With Both DSC Components, i.e. Signing & Encryption) to the bidders. Bidder may contact E-procurement Technologies Limited at mobile no. +91- 6353217080, 6359576791 for DSC related queries or can email at sonu@abcprocure.com and satabdi@abcprocure.com
- (ii) To participate in the online bidding, it is mandatory for the Applicants to get themselves registered with the ETL e-Tendering Portal (<https://aicofindia.auctiontiger.net/EPROC/>)
- (iii) System Requirement/ Registration Manuals/ Bid Submission Manuals are available at ETL Portal (<https://aicofindia.auctiontiger.net/EPROC/>)
- (iv) For helpdesk, please contact Help Desk Nos. 9081000427/9904406300/9510812960/ 9510812971 / 9374519729
- (v) Participant are requested to email their issues to helpdesk at support@auctiontiger.net This will help serving the participant better
- (vi) The amendments/ clarifications to the tender, if any, will be posted on the ETL e-Tendering Portal (<https://aicofindia.auctiontiger.net/EPROC/>)
- (vii) The Bidder may modify or withdraw their bid after submission prior to the Bid Due Date. No Bid shall be modified or withdrawn by the Bidder after the Bid Due Date and Time.
- (viii) It is highly recommended that the bidders should not wait till the last date of bid submission to avoid complications like internet connectivity issue, network problems, system crash down, power failure, browser compatibility issue, system compatibility issue, improper digital signature certificate problem etc. In view of this context, neither M/s Agriculture Insurance Company of India Limited (AIC) nor M/s. E-procurement Technologies Limited will be responsible for such eventualities.