



REQUEST FOR PROPOSAL (RFP)
FOR
DOCUMENT & DATA PROCESSING

Agriculture Insurance Company of India Ltd. (AIC)
13th Floor, AMBA DEEP 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

AIC reserves the right to alter/change/modify the procurement of any of the services, hardware or software items of this RFP. Thus AIC, at its discretion, the AIC shall leverage the unit rates provided by the Bidder in case of increase or decrease in any of the services, software or hardware proposed by the Bidder throughout the tenure of the Contract.

AIC reserves the right to negotiate, change, modify or alter any/all the items, terms and provisions of the RFP/agreement entered pursuant to the RFP and may request for additional information, if required from the Bidder during the contract period.

AIC also reserves the right to withdraw this RFP without assigning any reason and without any liability to the Bidder or any other person or party.
The Licenses and related products and services under this RFP should be applicable to all locations of AIC.

The RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or other arrangement in respect of the services.



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AGRICULTURE INSURANCE COMPANY OF INDIA LIMITED

Regd. Office: "AMBA DEEP" (13th Floor), 14, Kasturba Gandhi Marg, New Delhi - 110 001

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Acronyms & Definitions

Acronyms	Description
AIC	Agriculture Insurance Company of India
AMC	Annual Maintenance Contract
BFSI	Banking Financial Services and Insurance
BG	Bank Guarantee
Bidder	The organization submitting the proposal who will also be the single point of contact for the Company and single point responsibility for execution of scope and deliverables as required by this Request for Proposal.
BOD	Beginning of Day
BO	Business Operation
BPA	Business Process Agency (the Awardee of this Contract)
CD	Compact Disk
Cr.	Crore
CVC	Central Vigilance Commission
DE	Data Entry
DEO	Data Entry Operator
DC	Data Centre
DR	Disaster Recovery
DD	Demand Draft
DIT	Department of Information Technology
EMD	Earnest Money Deposit
EOD	End of Day
FY	Financial Year
GIPSA	General Insurance Public Sector Association
HO	Head Office (AIC)
IRDA	Insurance Regulatory and Development Authority
IT	Information Technology
LoV	List of Values
MIS	Management Information System
PBG	Performance Bank Guarantee
PO	Purchase Order
PSU	Public Sector Undertaking
RFP	Request For Proposal
RO	Regional Office (AIC)
SCB	Scheduled Commercial Banks
Service Charges	Charges paid to financial institutions for distributing Government supported insurance schemes, distinct from brokerage and



	commission. Rates are fixed and nonnegotiable by either insurance company or Financial intermediary. May be subsidized
SLA	Service Level Agreements
VAT	Value Added Tax



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 17 Regional Offices only, but have to deal with around 150 thousand Bank Branches & Primary Agricultural Co-op. Societies at the grassroots level.



1.2 Schedule of Events

General Details	
RFP Number	DOCUMENT & DATA PROCESSING/12.09.2016
Department Name	AIC-HO Information Technology Department
Scope of Work	As mentioned in Section 2
Mode of RFP Submission	Offline
RFP Type	Open
Type of Contract	Services
Bidding Type	Indigenous
Base Currency	INR ()
Consortium	Not Allowed
Key Dates:	
Document Download Start Date	12.09.2016 after 10:00 AM. 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 19.09.2016 5:00 PM through E-mail on hoinfotechgroup@aicofindia.com
Clarification/Amendments if any	Will be published on AIC's website
Last Date and Time for Bid Submission	03.10.2016 till 01:00 PM
Date and Time for Technical Bid Opening	03.10.2016 from 03:00 PM onwards
Declaration of Shortlisted Bidder's for Commercial Bid Opening	The list of eligible bidders will be published on AIC's website.
Date and Time for Commercial Bid Opening	The actual dates will be published on AIC's website and will be communicated through email.
Declaration of Successful Bidder	The result will be published on AIC's website.
Issue of Purchase Order	Within 3 months from the declaration of Successful (L1) Bidder
Bid Validity Period (in Days)	120 days from the date of RFP submission
Documents to be submitted physically	Tender processing Fee (DD)
	Bank Guarantee 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)	Rs. 5,000/-
EMD Amount	Rs. 4 Lakh
EMD Payable to & at	As per RFP
Performance Bank Guarantee	10% of the Contract Value
Other Details:	
Eligibility Criteria	As per RFP
General Terms and Conditions	As per RFP
Bid Submission Information	<p>The bidders must fulfill the Eligibility criteria for being eligible to bid.</p> <p>The prospective bidders may email their queries and suggestions for any changes required to be made in the bid document through e-mail as per the dates mentioned above.</p> <p>No suggestions or queries shall be entertained after 19.09.2016 5:00 PM.</p> <p>The Demand Draft on account of tender processing fees should be drawn on 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.</p> <p>Contact details of AIC: Deputy General Manager, Information Technology Department, 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</p>

- AIC reserves the exclusive right to make any amendments / changes to or



cancel any of the above actions or any other action related to this RFP.

- If any of the above dates is declared holiday for AIC, the next working date will be considered. AIC reserves the right to change the dates mentioned in the RFP.



1.3 Project Timelines

The Bidder is expected to adhere to these timelines stipulated below. Non-compliance to these timelines by the Bidder would lead to Liquidated Damages as stated in this RFP:

S.N.	Key Activities	Time Lines
1	Date of issuance of PO	T
2	Entire setup for Document & Data Processing including infrastructure establishment, resource training and other set up, etc.	T+45 days

1.4 Availability of RFP document

- i. RFP document containing conditions of pre-qualification, detailed requirement specifications including the terms and conditions shall be downloaded from Company's Website www.aicofindia.com.
- ii. Please note that the Company shall not accept any liability for non-receipt of bid document(s) in time.



2 Scope of Work

This RFP is seeking for Document and Data processing on outsourced basis to be assigned from time to time throughout the country on seasonal basis. The Bidder's scope of work is detailed below:

2.1 Process

- 2.1.1 Every (AIC) Office day (including holidays whenever necessary), within 11 AM, the BPA shall collect the physical Documents (along with collection instruments) from AIC Office, and carry the same in a secured Van from AIC Office to their Office on daily basis. They will be accompanied by AIC Official.
- 2.1.2 Documents would be in respect of Farmer Registration, Proposal, Declaration, Collection (including log entry), Clarification / Endorsement documents & Checking and approval of documents. Broadly, each document screen shall have 10-30 fields approx. to be entered (whether input or List of Values (LoV) selection) or to be checked and approved.
- 2.1.3 At the BPA Office, the Documents (along with collection instruments and/or supporting documents) will be opened, under CCTV recording. AIC Official may be present.
- 2.1.4 The Collection instruments will be segregated from the documents and cross-indexed with each other. The Collection entries shall be made in AIC System, and a Log-Report shall be generated from the System. This Log-Report shall be the Annexure to the Bank Pay-In slip for daily Bank deposit. The Bank Pay-In slip with the Log-Report and Instruments shall be handed over at AIC Office on the next working day by 11 AM. The Collection Instruments (along with documents) with any discrepancy shall be returned back to AIC. All such instruments shall be accompanied by a Log Report. The Log format shall be provided by AIC.
- 2.1.5 The Documents shall be inwarded by BPA with all necessary details. The inward format shall be provided by AIC.
- 2.1.6 BPA will access the AIC system for Data entry of clear documents (i.e. those with no discrepancy).
- 2.1.7 During the course of Data entry, if any discrepancy is found, the document shall be segregated, and a pre-formatted clarification letter shall be prepared and submitted to AIC for resolution. The templates for Clarification Letters shall be provided by AIC.



- 2.1.8 AIC Official shall supervise the entire process.
- 2.1.9 Parallel to the Data entry, an MIS shall be generated at EOD by BPA and submitted to AIC periodically. This MIS shall be the basis of Payments to the BPA. The MIS format shall be provided by AIC.
- 2.1.10 After the documents are processed, the physical documents would be filed and returned to the AIC Office by the closed Van as per timeline prescribed by AIC.

2.2 Infrastructure and Facilities

- 2.2.1 The Van shall be a closed vehicle, accompanied by a security guard, with a provision to accommodate one AIC Official.
- 2.2.2 The BPA Office shall be a secure Office with access restriction, physical guard, CCTV, fully secured IT Systems with LAN connectivity, adequate UPS Backup, Data Backup facility, High speed Internet, Data Security, adequate work stations as per AIC requirement at each location, etc.
- 2.2.3 The BPA Office should have at least 5 workstations including 1 for AIC Official (with facility to increase/decrease) as per necessity and required man power.
- 2.2.4 Access to AIC System shall be taken by BPA through internet; however AIC may desire to provide MPLS/RF Link to the BPA Office.
- 2.2.5 AIC Official(s) shall be stationed in the BPA Office for supervising and guiding their work and also for their own work (such as Approval of Draft entries from physical documents). They shall be provided necessary facilities.

2.3 Turn Around Time (TAT)

- 2.3.1 For Collection Entries, per 500 entries or part thereof, the TAT (i.e. obtaining from AIC Office to Delivery back to AIC Office) shall be next working day.
- 2.3.2 For clear Documents other than Collections, per 5000 documents or part thereof, the TAT (i.e. obtaining from AIC Office to Delivery back to AIC Office) shall be 5 working days.



2.4 Resource On-Boarding and Training

- 2.4.1 Bidder shall select & deploy skilled and qualified manpower as defined in the RFP for Document & Data Processing.
- 2.4.2 Minimum Manpower Profile - Manpower deployed by bidder for Document & Data Processing should comply with minimum qualification as mentioned in following table.

S. No.	Position	Minimum Qualification
1	DEO	<ul style="list-style-type: none">• Minimum 12th passed and pursuing graduation, preferably graduate or equivalent, having good knowledge of MS Office, Internet, etc.• Able to speak, read and write English along with regional language of respective State in which the AIC & BPA Office is located.• The DEOs shall render and perform the Data Entry Services with utmost care and diligence in terms of the Service Agreement entered into between the successful Bidder and AIC.
2	Team Leader	<ul style="list-style-type: none">• Must be a Graduate or equivalent• Able to communicate confidently and politely, with good speaking skills• Knowledge of insurance procedures & processes.• Experience of at least 3 years in the industry• Experience in training and developing skills of people

- 2.4.3 Manpower profiles may be examined by AIC on an ad hoc basis.
- 2.4.4 Bidder shall submit an undertaking with the Bid, declaring compliance with minimum manpower profile.

Resource Training

- 2.4.5 The bidder should ensure that all the DEOs are put on actual duty only after providing them proper training.
- 2.4.6 AIC shall assist bidder in providing training.

2.5 Quality Assurance

- 2.5.1 AIC may do a random sample checking of the documents entered by



DEOs without prior notification as required by AIC.

- 2.5.2 AIC's monitoring team should be facilitated to inspect the functioning at BPA Office at the desire of AIC.

2.6 Monitoring and Reporting

- 2.6.1 AIC Official(s) will be monitoring, supervising and guiding DEOs work.
- 2.6.2 The Bidder and AIC will mutually agree on the format of the reports to be submitted by the Bidder to AIC. If AIC requests the Bidder to provide customized reports, the Bidder will provide customized reports at no cost to AIC. The following reports, but not limited to, must be provided by the Bidder:
- a. Log Reports based on period/ location / office / DEO, etc.
 - b. Other monthly MIS, SLA reports, etc.

2.7 General Guidelines

- 2.7.1 Any other matter pertaining to data entry as and when required by AIC or IRDA to be complied with details in Annexure 15.
- 2.7.2 The BPA shall be responsible for providing amenities as required to be provided under the provisions of Contract Labour (Regulation and Abolition) Act, 1970.
- 2.7.3 The BPA shall comply with all acts, laws and other statutory rules, regulations, bye-laws, etc., as applicable with regard to performance of the Services or touching upon the Contract including but not limited to Minimum Wages Act, 1948, Shops and Establishment Act, ESI Act, 1948, Provident Funds and Miscellaneous Provisions Act, 1952, Workmen's Compensations Act, and take such steps as may be deemed necessary in this regard from time to time. The BPA shall be responsible for payment of Provident Fund and other payments due to its employees/DEOs deployed at BPA offices.



3 Project Management

3.1 Project Governance

Bidder shall be expected to propose the Governance structure as part of response to the RFP which would be further discussed and finalized mutually between Bidder and AIC team at the time of on-boarding. However, some of the key requirements for governance of this project are mentioned as follows.

3.2 Transition and Exit Management

- 3.2.1 At the end of the contract period or during the contract period, if any other agency is identified or selected for providing services related to Bidder's scope of work. The bidder needs to ensure a smooth transition to new agency/vendor
- 3.2.2 All risk during transition stage shall be properly documented by Bidder and mitigation measures should be planned in advance so as to ensure smooth transition without any service disruption.
- 3.2.3 The transition plan along with period shall be mutually agreed between Bidder and AIC and/or its designated agency when the situation occurs. Bidder shall be released from the project once successful transition is done meeting the parameters defined for successful transition.



4 Evaluation Criteria

4.1 Objective of the Evaluation Process

The objective of the evaluation process is to evaluate the bids to select an effective and best fit Service at a competitive price. The evaluation will be undertaken by AIC. AIC may consider recommendations made by external experts/consultants. The decision of AIC shall be final.

AIC will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the required format.

AIC may call for any clarifications/additional particulars required, if any, on the technical/ commercial bids submitted. The bidder has to submit the clarifications/ additional particulars in writing within the specified date and time. The bidder's offer may be disqualified, if the clarifications/ additional particulars sought are not submitted within the specified date and time.

The competitive bids shall be evaluated in the following stages:

- Stage 1 - Evaluation of Eligibility & Technical Criteria
- Stage 2 - Evaluation of Commercial Bid

Based upon the Evaluation of Eligibility & Technical Criteria, short listing would be made of the eligible bidders for final Commercial evaluation.

4.2 Stage 1 - Evaluation of Eligibility & Technical Criteria

AIC will evaluate the Bidders on each criterion separately and satisfy itself beyond doubt on the Bidder's ability / position to meet the criteria. Those Bidders who qualify on ALL the criteria will only be considered as "Qualified under Stage 1" of evaluation and will be considered for evaluation under Stage 2.

Those Bidders who do not qualify at this Stage 1 will not be considered for any further processing. The EMD money (as detailed Annexure 11 of this document) in respect of such Bidders will be returned on declaration of Successful Bidder. AIC, therefore, requests that only those Bidders who are sure of meeting all the eligibility criteria, respond to this RFP process.

Evaluation of Eligibility & Technical Criteria will be as per the information/ response provided by the bidder and the supporting documents as mentioned below.



Only those bidders who fulfil the criteria mentioned in the table below are eligible for Commercial evaluation. Offers received from the bidders who do not fulfil any of the following criteria are liable to be rejected.

#	Eligibility & Technical Criteria Requirements	Supporting required
1	The Bidder should be a Government Organization/PSU/Public/Partnership/Private limited company or subsidiary thereof.	Certificate of Incorporation
2	The Bidder/Group Company/ Subsidiary/ Parental Company should have been in operation for at least 5 years as on date of RFP. In case the current Bidder Company is the result of a merger / acquisition, at least one of the merging companies should have been in operation for at least 5 years as on date of RFP.	Certificate of Incorporation
3	The Bidder should have experience in Document and Data Processing Services for at least 3 years as on date of RFP.	Self-Declaration certified by authorized signatory of the bidder
4	The Bidder/Group Company/ Subsidiary/ Parental Company should have a minimum turnover of Rs. 5 crore per annum in two of last three financial years	Audited Financial Statements for the financial years 2012-13, 2013-14, 2014-15 Or Certificate from the chartered accountant
5	The Bidder/Group Company/ Subsidiary/ Parental Company should have Profit After Tax in two out of last three financial years (2012-13, 2013-14, and 2014-15)	Audited Financial Statements for 2012-13, 2013-14, 2014-15 Or Certificate from the chartered accountant
6	The Bidder must have a license for outsourcing activities, valid as on the date of Bid submission	Certified copy of License
7	The Bidder must not have been blacklisted by any Government/Ministry/Department/PSU nor should have been debarred from dealing with any company/ public department.	Self-Declaration certified by authorized signatory of the bidder
8	The Bidder must have offices in at least 5 State Capitals where AIC Regional Offices are located (as per Annexure 14), in which Bhopal and Hyderabad Locations are mandatory.	Self-Declaration certified by authorized signatory of the bidder
9	The Bidder/Group Company/ Subsidiary/ Parental Company providing Document and Data Processing Services, should be operating	Certificate from the Bidder's HR head



#	Eligibility & Technical Criteria Requirements	Supporting required
	with an aggregate of at least 250 DEOs on company payroll for its Indian operations as on date of RFP.	
10	The Bidder/Group Company/ Subsidiary/ Parental Company providing Document Processing and Data Entry Services, must include one BFSI company for whom the vendor has provided Document Processing and Data Entry Services with at least 40 DEOs.	Letter from client on its letter head/ LOI/ Agreement that confirms all the required points
11	The Bidder should have obtained an ISO 9001 certification	Copy of the certificate
12	The Bidder should provide an undertaking for providing adequate data and information security	Annexure - 4 : Undertaking for Data and Information Security

Note:

Bidders need to ensure compliance to all the Eligibility & Technical Criteria points. The decision of AIC shall be final and binding in this regard.

Any critical noncompliance/deviations may lead to disqualification of the Bidder. Only those bidders who qualify through the Stage 1 - Evaluation of Eligibility & Technical Criteria stage will be short listed for Commercial Evaluation.

Also AIC may, at its sole discretion, decide to seek more information from the bidders in order to normalize the bids. However, bidders will be notified separately, if such normalization exercise is resorted to.

4.3 Stage 2 - Evaluation of Commercial Bid

The bidders, who qualify all Eligibility & Technical Criteria, shall be eligible for Stage 2 Commercial Bid Evaluation. The bidder with the lowest commercials will be declared successful **L1 bidder** and shall be considered for award of the Contract.

The Bidder shall use the format as per Annexure 10: Commercial Bid. The Bid must be submitted in exactly this format and no variation shall be allowed.

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

- i. If there is a discrepancy between words and figures, the amount in words shall prevail.
- ii. If there is a discrepancy between percentage and amount, the amount calculated as



per the stipulated percentage basis shall prevail.

- iii. Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate will govern unless, in the opinion of AIC, there is an obvious error such as rounding off, misplacement of a decimal point, etc. in which case the line item total will prevail.
- iv. Where there is a discrepancy between the amount mentioned in the bid and the line item total present in the schedule of prices, the amount obtained on totalling the line items in the Bill of Materials will prevail.
- v. The amount stated in the correction form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall price to rise, in which case the bid price shall prevail. If there is a discrepancy in the total, the correct total shall be arrived at by AIC.
- vi. In case the bidder does not accept the correction of the errors as stated above, the bid shall be rejected.
- vii. At the sole discretion and determination of AIC, AIC may add any other relevant criteria for evaluating the proposals received in response to this RFP.
- viii. 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.
- ix. All liability related to non-compliance of this minimum wages requirement and any other law will be responsibility of the bidder.
- x. AIC shall not incur any liability to the affected bidder on account of such rejection.
- xi. The bidder whose technical and commercial bid is accepted will be referred to as "Selected Bidder" and AIC will notify the same to the selected bidder.
- xii. The final decision on the successful bidder will be taken by AIC. The implementation of the project will commence upon signing of a contract between AIC and the selected bidder based on the evaluation.
- xiii. If for some reason, the successful bidder fail to execute an agreement within a specified timeline, AIC reserves the right to award the contract to the next most eligible bidder based on the evaluation and commercial prices quoted.



5 Payments Terms, Service Level Agreement and Penalties

5.1 Payment Terms

5.1.1 The payments will be made on Quarterly basis after adjusting for penalty (if any) as per Cost given by bidder. Bidder shall submit all the reports as mutually agreed between AIC team and bidder, after respective period before the payment of that period. These reports may include but not limited to:

- SLA/TAT Compliance Reports
- Any other report as required by AIC

5.1.2 Notification of Award (L1)

5.1.3 Separate Purchase Order (PO) will be issued for each Location. 50% of Monthly Administrative Charges shall be paid along with the issuance of PO, as Advance.

5.1.4 Once the proposed Location is made operational, the Monthly Administrative Charges will commence. The balance 50% of Monthly Administrative Charges shall be adjusted against the 1st month's Administrative Charges, payable at Quarter end.

5.1.5 Payment for Document & Data Processing and Printing will be made on actuals, in Quarterly periodicity, based upon submission of Location wise monthly Log Reports for the same.

5.2 Service Level Agreements and Penalties

The Penalty chargeable will be as under:

Delay in TAT: Penalty will be charged on per document basis which will be received after the time period mentioned in Section 2.3 and total amount of Penalty will be calculated on Monthly basis and deducted from Quarterly payments.

S. No.	Delay in TAT	Penalty Per Document
1.	1-3 working days	50%
2.	4-5 working days	75%
3.	Beyond 5 working days	100%



6 Instructions to Bidder

6.1 Two Bid System

The RFP shall be in TWO parts - TECHNICAL BID [TB] & COMMERCIAL BID [CB]. Both the Bids must be submitted together in a single envelop super-scribing "DOCUMENT & DATA PROCESSING/12.09.2016", but in two separate sealed covers, giving full particulars, addressed to Deputy General Manager (Information Technology) and duly super scribed as follows:

- "DOCUMENT & DATA PROCESSING/12.09.2016- TECHNICAL BID"
- "DOCUMENT & DATA PROCESSING/12.09.2016- COMMERCIAL BID"

Two sealed envelopes containing hard copies of Eligibility Bid, Technical Bid and Commercial Bid along with Soft copies should be submitted in the following manner:

6.1.1 ENVELOPE - I (Technical Bid)

Technical Bid including Eligibility Bid.

Technical Bid comprising of spirally bound hard copy of the Technical Bid in the format given in this RFP, along with 1 compact disk (CD) containing the soft copy of Technical Bid.

Hard copy of Technical Bid including Eligibility Bid should be a complete document, bound as a volume and placed in a sealed envelope super-scribed Technical Bid for RFP No: DOCUMENT & DATA PROCESSING/12.09.2016

- A separate sealed envelope should be prepared for EMD & tender processing fees should be marked as "EMD/Tender processing Fees". The two envelopes (Technical Bid and EMD/Tender processing Fees) of Technical Bid should be placed in a single sealed envelope super- scribed: Technical Bid for RFP No: DOCUMENT & DATA PROCESSING/12.09.2016.
- Soft copy of the response to the Technical Bids should also be provided in MS word. The soft copy is to be placed in Technical Bid. In case of any discrepancies between the hardcopy and softcopy, AIC will use the hardcopy submitted by the Bidder for the evaluation. **THE TECHNICAL BID SHOULD NOT CONTAIN COMMERCIALS AND COMMERCIALS ARE TO BE ENCLOSED ONLY IN COMMERCIAL BID COVER.**



6.1.2 ENVELOPE - II (Commercial Bid)

Hard copy of commercial bid in the format given in this RFP

Signed and stamped hard copy of the Commercial Bid should be placed in a sealed envelope super-scribed Commercial Bid for RFP No: DOCUMENT & DATA PROCESSING/12.09.2016

- i. A duly filled MS excel of Annexure 10-Commercial Bid should be a part of Commercial Bid. The soft copy is to be placed in Commercial Bid Envelope (in CD). In case of any discrepancy between the hardcopy and softcopy, AIC will use the hardcopy submitted by the Bidder for the evaluation.

Note:

1. The Bid shall be typed in English and signed by the Bidder or a person duly authorized. The person(s) signing the Bids shall initial all pages of the Bids.
2. All envelopes should be securely sealed and stamped.
3. The documentary evidence asked in respect of the eligibility criteria would be essential. Bids not accompanied by documentary evidence may be subject to rejection. Clarification/ Additional documents, if any, sought by AIC from the bidder has to be submitted within the stipulated time.

6.2 EMD

EMD in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the Scheduled Commercial banks in an acceptable form, favouring '*Agriculture Insurance Company of India Limited*' payable at *New Delhi* valid for nine months should be submitted as per format given in Annexure 11 - Format for Bank guarantee (EMD). The instrument used for providing EMD should be renewed (if required) to maintain validity of nine months

Non-submission of EMD along with Technical-Bid document will disqualify the Bidder.

- i. EMD will be returned to the qualified Bidder after acceptance of Purchase Order and/ or Signing of the Contract(s) by the Bidder and submission of required Performance Bank Guarantee (PBG) as per format given in Annexure 13 - Performa for Performance Bank Guarantee.
- ii. For the bidders who do not qualify in this RFP, EMD will be returned to the respective bidder after the declaration of Successful bidders.



- iii. EMD submitted by bidder may be forfeited if:
 - a) Bidder backs out of bidding process after submitting the bids;
 - b) Bidder backs out after qualifying;
 - c) Bidder does not accept the Purchase Order / Sign the Contract within the time prescribed by AIC after qualifying.
- iv. The Bidder needs to ensure the complete Bid (encompassing both Technical & Commercial) is valid for a period of 120 days post the date of submission of the Bids.

6.3 Content of the Bid

The documents in the bids will be submitted as below:

6.3.1 Eligibility & Technical Bid Documents

The Bidders are requested to meticulously note the Eligibility & Technical various other clauses mentioned in the RFP document. The following documents should be submitted in the Envelope - I (Technical Bid). These documents shall be the basis for Eligibility & Technical Criteria by AIC.

Eligibility & Technical documents should contain following:

- i. Documentary proofs for Eligibility Criteria
- ii. EMD
- iii. Tender Processing Fee
- iv. Annexure 02: Cover Letter
- v. Annexure-03: Confirmation of Eligibility and Technical Criteria
- vi. Annexure 04: Undertaking for data and Information Security
- vii. Annexure 05: Bidder's Details and Declaration
- viii. Annexure 06: Statement of no deviation
- ix. Annexure 07: Proposed Team Profile
- x. Annexure 08: Bidder's Past Experience
- xi. Any other documents

All documentation is required to be in English.

The person(s) signing the Bid shall initial all pages of the Bid, except for unmodified printed literature.

NOTE: TECHNICAL BID MUST BE SUBMITTED IN AN ORGANISED AND NEAT MANNER. NO DOCUMENT, BROCHURE, ETC. SHOULD BE SUBMITTED IN LOOSE FORM. ALL THE PAGES SHOULD BE SERIALLY NUMBERED.

The Technical Bid shall be submitted in duplicate, inside the single ENVELOPE - I.



6.3.2 Commercial Bid Documents

The Commercial Bid shall be submitted in the format as per specified in Annexure 10- Commercial Bid. The Bidder is required to submit the following in the Commercial Bid.

1. Annexure 9: Commercial Compliance Statement
2. Annexure 10: Commercial Bid

Bidder should submit their Commercial Quotes ONLY in the Commercial Bid (Annexure - 10) given in the RFP; otherwise the entire RFP response shall be liable to be rejected. The Commercial Bid must be filled in completely, without any error, erasure or alteration.

6.4 Late Bids

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

6.5 Opening of Bids

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

The Bids shall be opened in 2 phases.

In Phase 1, the Eligibility and Technical Bid shall be opened as per the schedule given in the RFP in presence of the bidder(s) who choose to attend the meeting at a pre-specified date and time, and sign a register evidencing their attendance.

In Phase 2, Commercial Bids of only Bidders who meet all Eligibility and Technical Criteria shall be opened in the presence of Bidders' representatives who choose to attend, at the time, on the date, and at the place that will be communicated to them. The Bidders' representatives who are present shall sign a register evidencing their attendance. AIC would notify the technically qualified bidders about the date and time of opening of the Commercial Bids.

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



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

6.6 Proposal Modification

No additions or changes to any Bidder's proposal will be allowed after the deadline for Bidders to submit their proposals, unless such modification is specifically requested by AIC.

6.7 Clarification of Bids

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

6.8 Result Notification

All Bidders will be communicated any decision made with respect to their RFP response as soon as practical. AIC will not be obliged to provide reasons for acceptance/ rejection of any response.

6.9 Cost of Responses

AIC will not be liable for any costs or expenses incurred by the bidders arising in any way from the preparation and submission of the RFP response and any matter concerning the RFP is to be at the Bidder's sole risk, cost and expense.

6.10 Precedence of Documents

- i. If there is any discrepancy, the hard copy of the Bid document shall be treated as final in case of any discrepancy with the soft copy.
- ii. These terms and conditions will prevail over any further terms that the Bidder may include in its response or otherwise provide to AIC, and any such further terms will be of no force or effect.

6.11 No commitment to accept lowest or any Bid

AIC shall be under no obligation to accept the lowest or any other offer received in response to this RFP and shall be entitled to reject any or all offers including those received late or incomplete. AIC reserves the right to make changes in the Terms and Conditions. AIC will be under no obligation to have discussions with any Bidder, and/or entertain any representation.



6.12 Non-Transferable RFP

This RFP document is not transferable.

6.13 Soft Copy of RFP Document

The soft copy of the RFP document is made available on AIC's website www.aicofindia.com.

6.14 Bid validity period

The offer should hold good for a period of 120 days from the last date of Bid submission.

6.15 Addenda

- i. AIC may issue an Addendum from time to time.
- ii. An Addendum may be issued to clarify the RFP or to effect modifications to the RFP. Each Addendum will be published on the AIC website and will form part of this RFP.
- iii. To the extent there is any inconsistency between an Addendum and this RFP, the Addendum will prevail and if between two or more Addenda, the last issued Addendum will prevail.

6.16 Pre Bid Queries

For any clarification with respect to this RFP, the Bidder may send an email to hoinfotechgroup@aicofindia.com. The format to be used for seeking clarification is mentioned in Annexure 1 - Pre-Bid Query. It may be noted that all queries, clarifications, questions, etc., relating to this RFP, technical or otherwise, must be in writing only and should be sent to the designated Email ID.

It may be noted that queries of any Bidder may not entertained after the last date for submission of queries via Email. Only two authorized representatives of the Bidder's organization will be allowed to attend the meeting. AIC may or may not respond to all the queries of the bidder.



6.17 Rejection of Bids

AIC reserves the right to reject any or all the Bids or scrap the bidding process at any stage without assigning any reason. The Earnest Money Deposits in such event will be returned by AIC. However, the Tender processing Fee will not be refunded.

6.18 Amendment to Contract

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

6.19 Correspondence and Notices

Any correspondence or notice from one party to another under the terms of the Contract shall be served by fax or by hand and confirmed in writing to the party's address. A notice shall be effective from the date when delivered.

6.20 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 both a Techno-Functional and Commercial point of view. AIC reserves the right to award the Contract in whole or in part including but not limited to location as well as line items mentioned in Commercial Bid (Annexure 10).

The acceptance of the Bid, subject to 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 PBG should be submitted within 21 days from notification of award from AIC. AIC subsequently shall be issuing the Purchase Order.

6.21 Signing of Contract

The Successful Bidder shall be required to enter into a Contract with AIC, within thirty (30) days of the award of the work or within extended period, as may be specified by AIC. This Contract shall be based on this RFP document, PO and such other terms and conditions as may be determined by AIC to be necessary for the due performance of the work, as envisaged herein and in accordance with the Bid. However, the terms and conditions of Purchase Order and RFP shall constitute a binding Contract till such a Contract is issued. AIC reserves the right to award the contract in whole or in part.



6.22 Clarification on Bids

During the Bid evaluation, AIC may, at its discretion, ask the Bidders for clarifications with respect to their Bids. The request for clarification and the response shall be in writing. AIC has the right to disqualify the Bidder(s) whose clarifications are found not suitable for the requirement according to the Scope of Work.



7 Terms and Conditions

7.1 Amendment to Bid Document

At any time prior to the deadline for submission of Bids, AIC may for any reason either on its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid document, by amendment.

All prospective Bidders that have received the Bid document will be notified of the amendment. The same will be binding on them. In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, AIC may, at its discretion, extend the deadline for a reasonable period to be decided by AIC for the submission of Bids. Details will be communicated and published on AIC website www.aicofindia.com.

- i. AIC also reserves the right to change any terms and conditions of the RFP and its subsequent addendums as it deems necessary at its sole discretion. AIC will inform the Bidder about changes, if any before the deadline of Bids submission.
- ii. AIC may revise any part of the RFP, by providing an addendum/corrigendum to the Bidders at stage till Commercial Bids are opened. AIC reserves the right to issue revisions to this RFP at any time before the deadline for Bids submission.
- iii. AIC reserves the right to extend the dates for submission of responses to this document.
- iv. **Preliminary Scrutiny** - AIC will scrutinize the offer to determine whether it is complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. AIC may, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on the Bidder and AIC reserves the right for such waivers and AIC's decision in the matter will be final.
- v. **Clarification of Offer** - To assist in the scrutiny, evaluation and comparison of offer, AIC may, at its discretion, ask the Bidder for clarification of their offer. AIC has the right to disqualify the Bidder whose clarification is found not suitable to the proposed project RFP.
- vi. AIC reserves the right to make any changes in the terms and conditions of purchase. AIC will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations.



- vii. **Erasures or Alterations** - The offer containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product/service being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure / manual" is not acceptable. AIC may treat the offers not adhering to these guidelines as unacceptable.
- viii. **Right to Alter Quantities** - AIC reserves the right to alter the requirements specified in the RFP. AIC also reserves the right to delete or increase one or more items from the list of items specified in the RFP. AIC will inform the Bidders about changes, if any. In the event of any alteration in the quantities, the price quoted by the Bidder against the item would be considered for such alteration. Bidder agrees that the prices quoted for each line item & component is valid for period of Contract and can be used by AIC for alteration in quantities. Bidder agrees that there is no limit on the quantities that can be altered under this Contract. During the Contract period, the Bidder agrees to pass on the benefit of reduction in pricing for any additional items to be procured by AIC, in the event the market prices/rate offered by the Bidder are lower than what has been quoted by the Bidder as the part of Commercial Bid. Any price benefit in the services/equipment should be passed on to AIC within the Contract period.
- ix. The decision of AIC shall be final and binding in this regard. Deviations will be grounds for disqualification.

7.2 Consortium

Consortium is not allowed.

7.3 Acceptance of the site

AIC will carry out the inspection of the proposed site prior to acceptance. The Bidder shall assist AIC in the inspection of various facilities provided to AIC e.g. seating space, infrastructure, etc.

7.4 Conditional Bids

Conditional Bids shall not be accepted on any ground and shall be rejected straightway. If any clarification is required, the same should be obtained before submission of Bids.

7.5 Submission of Bids

The Bidders shall submit two separate sealed envelopes, one containing Technical Bid including Eligibility criteria and the other containing Commercial Bid. Envelopes shall be



addressed to AIC at the address given; and bear the Project Name "RFP for Document and Data Processing - Technical Bid or Commercial Bid RFP No. DOCUMENT & DATA PROCESSING/12.09.2016 Envelopes should indicate on the cover the name and address of the Bidder. A Bidder shall submit only one proposal.

7.6 Performance Security

Within 21 days after the receipt of notification of award of the Contract from AIC, the Bidder shall submit Performance Security as per format given in Annexure 13: Performa for Performance Bank Guarantee, which shall be for an amount of **10% of Total Administrative charges (for that Location) of 3 years**. Performance Security may be furnished in the form Bank Guarantee from a Commercial bank.

- i. Performance Security should remain valid for a period of ninety days beyond the date of completion of all contractual obligations of the supplier including warranty obligations.
- ii. EMD shall be refunded to the successful Bidder on receipt of Performance Security.

7.7 Pre-Bid Queries

All queries/requests for clarification from Bidders must reach us by e-mail or in person as per the schedule of events mentioned in Section 1.2. Format for the queries/clarification is provided in Annexure 1-Pre-Bid Query Format. No clarification or queries will be responded in any other format.

Any modification to the Bidding documents, which may become necessary as a result of the pre-bid queries, shall be made by the Company exclusively through the issuance of an Addendum and/or corrigendum.

7.8 Payment Schedule

Payment shall be done as per the Payment Terms mentioned in Section 5 of this RFP.

7.9 Currency of Payments

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

7.10 Delay in Bidder's Performance

Any unexcused delay by the Bidder in the performance of his implementation/service/other obligations shall render the Bidder liable to any or all of the following sanctions: forfeiture of his Performance security, imposition of liquidated damages, and/ or termination of the Contract for default.



If at any time during performance of the Contract, the Bidder should encounter conditions impeding timely implementation of the Solution and/or performance of services, the Bidder shall promptly notify AIC in writing of the fact of delay, its likely duration and cause(s), before the scheduled delivery/installation/implementation date. AIC shall evaluate the situation after receipt of the Bidder's notice and may at their discretion extend the Bidder's time for delivery/installation/implementation, in which case the extension shall be ratified by the parties by amendment of the Contract. If the Bidder'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.

7.11 Repeat Order

AIC at its discretion may place Repeat Orders for additional quantities based on its business requirements during the tenure of the Contract.

7.12 Other RFP Requirements

- i. **Technical Inspection and Performance Evaluation** - AIC may choose to carry out a technical inspection/audit and performance of the site.
- ii. The Bidder would permit AIC or any person/persons designated by AIC to observe the technical and performance evaluation/benchmarks carried out by the Bidder.
- iii. The Bidder's representative and local office at New Delhi/NCR will be the contact point for AIC.

7.13 Contract Commitment

AIC intends that the Contract, which is contemplated herein with the BPA, shall be for a period of three (3) years. However, the Contract may be terminated by giving 30 calendar days' notice after 1 year of operation. The Contract can be further extended at the sole discretion of AIC for another two years. The prices for the additional two years will be mutually agreed with the BPA. The contract period will start from the date of acceptance of the site.



7.14 Completeness of the Project

The Project will be deemed as incomplete if the desired objectives mentioned in Section 2-Scope of Work of this document are not achieved.

7.15 Canvassing/ Contacting

Any effort by a Bidder to influence the Company in its decisions on Bid evaluation, Bid comparison or Award of Contract may result in the rejection of the Bidder's Bid. No Bidder shall contact the Company on any matter relating to its Bid, from the time of opening of Commercial Bid to the time the Contract is awarded.

7.16 Indemnity

The Bidder's should indemnify AIC (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:

- a) Non-compliance of the Bidder with Laws/Governmental requirements
- b) IP infringement
- c) Negligence and misconduct of the Bidder and its employees

Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by AIC arising out of claims made by its customers and/or regulatory authorities.

The Bidder shall not indemnify AIC for

- (i) Any loss of profits, revenue, contracts, or anticipated savings or
- (ii) Any consequential or indirect loss or damage however caused.

7.17 Inspection of records

All Bidder records with respect to any matters covered by this RFP shall be made available to AIC or its designees at any time during normal business hours, as often as AIC deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. AIC would execute confidentiality agreement with the Bidder, provided that the auditors would be permitted to submit their findings to AIC, which would be used by AIC. The cost of the audit will be borne by AIC. The scope of such audit would be limited to Service Levels being covered under this RFP and subsequent contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities. The Bidder's records and sites managed for AIC shall also be subject to Regulator/AIC inspection.



7.18 Publicity

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

7.19 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 directors or employees who have knowledge of the agreement to directly or indirectly solicit for employment the key personnel working on the project contemplated in this proposal 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.

7.20 Penalties on Non Compliance of SLA

AIC expects the Bidder to provide uninterrupted services to AIC. Inability of the Bidder to either ensure readiness of the services as per specifications within defined timelines or to meet the service levels as specified in RFP shall be treated as breach of Contract and would invoke the penalty clause.

In case of non-readiness of the site (as per specifications) within the defined timelines, AIC shall levy a penalty @ 0.5% of the Total Administrative charges (for that Location) of 1 year for each week of delay, subject to 5% of the Total Administrative charges being the overall cap for penalties. Thereafter, the Contract may be cancelled at the discretion of AIC and AIC has the right to invoke the Performance Guarantee. The Total Administrative charges in this context will include all the charges as defined and calculated in Annexure 10-Commercial Bid.

The proposed rate of penalty with respect to non-adherence to service levels is mentioned in Section-5. Overall cap for penalties will be 5% of the Total Cost of the Document Processing in that respective Month. AIC also has the right to invoke the Performance Guarantee. Penalties on delay will be applicable when the delay is not attributable to AIC.



Notwithstanding anything contained above, no such penalty will be chargeable on the Bidder for the inability occasioned, if such inability is due to reasons entirely attributable to AIC.

Delivery of the Goods and performance of the Services shall be made by the Bidder in accordance with the time schedule specified by AIC.

If at any time during performance of the Contract, the Bidder should encounter conditions impeding timely delivery of the Goods and performance of the Services, the Bidder shall promptly notify AIC in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the BPA's notice, AIC shall evaluate the situation and may at its discretion extend the BPA's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

Any delay by the Bidder in the performance of its delivery obligations shall render the Bidder liable to the imposition of liquidated damages unless an extension of time is agreed upon without the application of liquidated damages.

7.21 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 Bidder to AIC, without prejudice and in addition to the other relevant provisions stated in this Contract.
- ii. The amount of liquidated damages under this Contract shall not exceed 10% of the Total value of the Contract as specified in Annexure 10-Commercial Bid.
- iii. The liquidated damages shall be applicable under the following circumstances:
 - a) If the deliverables are not submitted as per schedule, the Bidder shall be liable to pay 0.5% of the Total Administrative charges (for that Location) of 1 year for delay of each week or part thereof.
 - b) If the deliverables are not acceptable to AIC as mentioned in this RFP and defects are not rectified to the satisfaction of AIC within 30 days of the receipt of the notice, the Bidder shall be liable for Liquidated Damages for an amount equal to 0.5% of Total Administrative charges (for that Location) of 1 year for delay of each week or part thereof.

7.22 Confidentiality

Bidder 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. Bidder will treat all confidential materials and information provided by AIC with the highest degree of care and necessary to ensure that unauthorized disclosure does not occur. Bidder will not use or disclose any materials or information provided by AIC without AIC's prior written approval. Bidder shall not be liable for disclosure or use of any materials or information provided by AIC or developed by Bidder which is:

- i. possessed by Bidder prior to receipt from AIC, other than through prior disclosure by AIC, as documented by Bidder's written records;
- ii. published or available to the general public otherwise than through a breach of Confidentiality; or
- iii. obtained by Bidder 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 bidder.

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

Bidder 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 to injunctive relief.

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 RFP.

7.23 Force Majeure

- i. **Definition:**
 - a. 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.

b. 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 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.

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

ii. **No Breach of Contract:**

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

iii. **Measures to be taken:**

- a. 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.
- b. 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 fourteen (14) 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.
- c. 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.
- d. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Bidder, upon instructions by AIC, shall either:
 - demobilize; or



- Continue with the Services to the extent possible, in which case they shall continue to be paid proportionately and on pro rate basis, under the terms of this Contract.
- e. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause 5.26.

7.24 Resolution of disputes

AIC and the Bidder shall make every effort to resolve amicably, by direct informal discussions between the respective Project Managers of AIC and the Bidder, any disagreement or dispute arising between them under or in connection with the Contract. If AIC's Project Manager and the Bidder's Project Manager are unable to resolve the dispute they shall immediately escalate the dispute to the senior authorized personnel designated by the Bidder and AIC respectively. If after thirty days from the commencement of such discussions between the senior authorized personnel designated by the Bidder and AIC, AIC and the Bidder 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 Reconciliation 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.

7.25 Waiver

No failure or delay on the part of either party relating to the exercise of any right, power, privilege or remedy provided under this 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 this 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 in equity.

7.26 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 Bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this 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 for recovery of any amounts and related costs and a right for damages.

7.27 Termination for Default

AIC may, without prejudice to any other remedy for breach of contract, by 30 calendar days written notice of default sent to the BPA, terminate the Contract in whole or in part:

- a) If the Bidder fails to deliver any or all of the Solution and services within the time period(s) specified in the Contract, or any extension thereof granted by AIC; or
- b) If the Bidder fails to perform any other obligation(s) under the Contract.

In the event of AIC terminating the Contract in whole or in part, pursuant to above mentioned clause, AIC may procure, upon such terms and in such manner, as it deems appropriate, goods and services similar to those undelivered and the Bidder shall be liable to AIC for any excess costs incurred for procurement of such similar goods or services. However, the bidder shall continue performance of the Contract to the extent not terminated.

7.28 Termination for Insolvency

AIC may, at any time, terminate the Contract by giving 30 calendar days written notice to the Bidder, without any compensation to the Bidder, whatsoever if:

- i. The Bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to AIC.
- ii. The Bidder being a company is wound up voluntarily or by the order of a court or a receiver, or manager is appointed on behalf of the debenture/shareholders or circumstances occur entitling the court or debenture/shareholders to appoint a



receiver or a manager, provided that such termination will not prejudice or affect any right of action or remedy accrued or that might accrue thereafter to the AIC.

7.29 Termination for Convenience

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.

7.30 Information Ownership

All information processed, stored, or transmitted by Bidder equipment belongs to AIC. By having the responsibility to maintain the equipment, the Bidder does not acquire implicit access rights to the information or rights to redistribute the information. The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately.

7.31 Sensitive Information

Any information considered sensitive must be protected by the Bidder from unauthorized disclosure, modification or access.

7.32 Technological Advancements

The Bidder agrees to incorporate all changes relating to the facilities being offered, announced by them from time to time keeping in view the advancement in technology, shortcomings of the facilities and services made available to AIC and any changes required for improving the overall efficiency of the hosting facilities and services.

7.33 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.

7.34 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).



7.35 Prices

The prices quoted (as mentioned in Annexure 10-Commercial Bid submitted by the Bidder) for the solution and services shall be firm throughout the period of Contract and shall not be subject to any escalation.

7.36 Deduction

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

7.37 Taxes and Duties

The prices quoted by the Bidder shall include all costs such as, taxes, levies, cess, excise, Octroi and custom duties, installation, commissioning, insurance, etc. as applicable in India, that need to be incurred. The Bidder has to quote the Service Tax, Swachh Bharat Cess and VAT in separate columns. In case of any variation (upward or down ward) in Service tax, VAT or any other tax quoted which has been included as part of the Commercial Bid, such variation will be borne by or passed on to AIC. Any new applicable tax introduced by the Government after the submission of Bid will be borne by AIC. The entire benefits/ advantages, arising out of fall in prices, taxes, duties or any other reason, must be passed on to AIC.

7.38 No Claim Certificate

The bidder 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 Bidder 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 Bidder are made in full.

7.39 Limitation of Liability

Bidder's cumulative liability for its obligations under the Contract shall not exceed the Contract value and the Bidder shall not be liable for incidental/consequential or indirect damages including loss of profit or saving.

7.40 Rights reserved by AIC

- i. Company reserves the right to accept or reject any or all Bids without assigning any reasons.
- ii. Company reserves the right to verify the validity of information given by the Bidders. If at any future point of time, it is found that the Bidder had made a statement, which is factually incorrect, AIC will reserve the right to debar the



Bidder from bidding prospectively for a period to be decided by AIC and take any other action as may be deemed necessary.

- iii. AIC reserves the right to issue a fresh RFP for Document and Data Processing Services at any time during the validity of the Contract period with the selected Bidder.

7.41 Subcontracting

Subcontracting is not allowed.

7.42 Rejection of Bids

AIC reserves the right to reject any or all the Bids or scrap the bidding process at any stage till notification of award without assigning any reason. The Earnest Money Deposit in such event will be refunded by AIC. In case AIC scraps the bidding process, the RFP tender processing fees will also be refunded.



8 Annexures

8.1 Annexure 1: Pre Bid Query Format

If bidder, desiring to respond to RFP for Document and Data Processing for AIC, requires any clarifications on the points mentioned in the RFP, it may communicate with Agriculture Insurance Company of India Limited using the following format. All questions received before the last Date and time for submission of Pre-Bid Queries stipulated in the RFP will be formally responded to and questions/points of clarification and the responses will be circulated to all participating bidder if required. The source (identity) of the bidder seeking points of clarification will not be revealed.

S.No	Page No.	Section and RFP Clause point No.	Remarks

Place:

Date:

Seal and signature of the bidder

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



8.2 Annexure 2: Cover Letter

RFP No: DOCUMENT & DATA PROCESSING/12.09.2016

Date:

To,
Deputy General Manager
Information Technology Department
Agriculture Insurance Company of India Limited
13thFloor, AMBADEEP Building,
14, Kasturba Gandhi Marg,
New Delhi - 110 001

Dear Sir,

Sub: RFP no. DOCUMENT & DATA PROCESSING/12.09.2016 for Document and Data Processing

Having examined the RFP documents including all annexures the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Document and Data Processing services to AIC as mentioned in RFP document in conformity with the said RFP documents in accordance with the Commercial Bid and made part of this RFP.

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

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

We have read, understood and accepted the Terms/ Conditions/ Rules mentioned in the RFP.

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

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

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

We also understand that the whole bidding exercise may be scrapped without assigning any reason and it is acceptable to us.



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

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

Place:

Date:

Seal and signature of the bidder



**8.3 Annexure 3: Confirmation of Eligibility & Technical Criteria
(On Bidder's Letter Head)**

Date:

To,
Deputy General Manager
Information Technology Department
Agriculture Insurance Company of India Limited
13thFloor, AMBADEEP Building,
14, Kasturba Gandhi Marg,
New Delhi - 110 001

Dear Sir,

Reference: RFP No. DOCUMENT & DATA PROCESSING/12.09.2016

#	Eligibility & Technical Criteria Requirements	Supporting required
1	The Bidder should be a Government Organization/PSU/Public/Partnership/Private limited company or subsidiary thereof.	Certificate of Incorporation
2	The Bidder/Group Company/ Subsidiary/ Parental Company should have been in operation for at least 5 years as on date of RFP. In case the current Bidder Company is the result of a merger / acquisition, at least one of the merging companies should have been in operation for at least 5 years as on date of RFP.	Certificate of Incorporation
3	The Bidder should have experience in Document and Data Processing Services for at least 3 years as on date of RFP.	Self-Declaration certified by authorized signatory of the bidder
4	The Bidder/Group Company/ Subsidiary/ Parental Company should have a minimum turnover of Rs. 5 crore per annum in two of last three financial years	Audited Financial Statements for the financial years 2012-13, 2013-14, 2014-15 Or Certificate from the chartered accountant
5	The Bidder/Group Company/ Subsidiary/ Parental Company should have Profit After Tax in two out of last three financial years (2012-13, 2013-14, and 2014-15)	Audited Financial Statements for 2012-13, 2013-14, 2014-15 Or Certificate from the chartered accountant
6	The Bidder must have a license for outsourcing activities, valid as on the date of Bid submission	Certified copy of License



#	Eligibility & Technical Criteria Requirements	Supporting required
7	The Bidder must not have been blacklisted by any Government/Ministry/Department/PSU nor should have been debarred from dealing with any company/ public department.	Self-Declaration certified by authorized signatory of the bidder
8	The Bidder must have offices in at least 5 State Capitals where AIC Regional Offices are located, in which Bhopal and Hyderabad Locations are mandatory.	Self-Declaration certified by authorized signatory of the bidder
9	The Bidder/Group Company/ Subsidiary/ Parental Company providing Document and Data Processing Services, should be operating with an aggregate of at least 250 DEOs on company payroll for its Indian operations as on date of RFP.	Certificate from the Bidder's HR head
10	The Bidder/Group Company/ Subsidiary/ Parental Company providing Document Processing and Data Entry Services, must include one BFSI company for whom the vendor has provided Document Processing and Data Entry Services with at least 40 DEOs.	Letter from client on its letter head/ LOI/ Agreement that confirms all the required points
11	The Bidder should have obtained an ISO 9001 certification	Copy of the certificate
12	The Bidder should provide an undertaking for providing adequate data and information security	Annexure - 4 : Undertaking for Data and Information Security

Note:

- Bidders need to ensure compliance to all the eligibility criteria points.
- Purchase orders without relevant organization confirmation through a credential letter will not be considered as credentials.
- BFSI - Banking, Financial Services and Insurance organizations including regulatory authorities in India.
- The decision of the AIC shall be final and binding in this regard. Deviations will be grounds for disqualification. Bidder who meets all these criteria would qualify for the second stage of evaluation. The Bidder would also need to provide supporting documents for eligibility proof. All the credentials of the Bidder necessarily need to be relevant to the Indian market. The decision of AIC shall be final and binding on all

Place:

Date:

Seal and signature of the bidder

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



8.4 Annexure 4: Undertaking for Data and Information Security

(On the Letterhead of the bidder)

Date:

Strictly Private and Confidential

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

Dear Sir,

Sub: RFP No. DOCUMENT & DATA PROCESSING/12.09.2016

We acknowledge that during the course of Bid evaluation and subsequent signing of contract with the successful bidder against Request for Proposal (RFP) floated for Document & Data Processing to AIC, we shall have access to and be entrusted with Confidential Information. In this letter, the phrase "Confidential Information" shall mean information (whether of a commercial, technical, scientific, operational, administrative, financial, marketing, business, physical data, digital data or intellectual property nature or otherwise), whether oral or written, relating to AIC and its business that is provided to us pursuant to this undertaking.

In consideration of you making Confidential Information available to us, we agree to the terms set out below:

We shall treat all Confidential Information as strictly private and confidential and take all steps necessary (including but not limited to those required by this undertaking) to preserve such confidentiality.

We shall use the Confidential Information solely for the preparation of our response to the RFP and subsequently showcasing our capabilities to the evaluation committee and not for any other purpose.

We shall not disclose any Confidential Information to any other person or firm, other than as permitted by AIC.

We shall not disclose or divulge any of the Confidential Information to any other client of [name of product vendor / implementation partner].

This undertaking shall not prohibit disclosure of Confidential Information:



To our partners/ directors and employees who need to know such Confidential Information to assist with the bidding for RFP floated for Document & Data Processing:

To the extent that such disclosure is required by law;

To the extent that such disclosure is required by any rule or requirement of any regulatory authority with which we are bound to comply; and

To our professional advisers for the purposes of our seeking advice. Such professional advisers will be informed of the need to keep the information confidential.

Upon your request we shall arrange delivery to you of all Confidential Information, and copies thereof, that is in documentary or other tangible form, except:

For the purpose of a disclosure permitted by item 5 above; and to the extent that we reasonably require to retain sufficient documentation that is necessary to support any advice, reports, or opinions that we may provide.

This undertaking shall not apply to Confidential Information that:

Is in the public domain at the time it is acquired by us;

Enters the public domain after that, otherwise than as a result of unauthorized disclosure by us;

Is already in our possession prior to its disclosure to us; and is independently developed by us.

This undertaking shall continue perpetually unless and to the extent that you may release it in writing.

We warrant that we are acting as principal in this matter and not as broker for any person, company, or firm.

We acknowledge that no failure or delay by you in exercising any right, power or privilege under this undertaking shall operate as a waiver thereof nor shall any single or partial exercise thereof or the exercise of any other right, power, or privilege.

This undertaking shall be governed by and construed in accordance with Indian law and any dispute arising from it shall be subject to the exclusive jurisdiction of the Delhi courts.



Yours sincerely

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Verified above signature

Place:

Date:

Seal and Signature of the bidder



8.5 Annexure 5: Bidder's Details and Declaration

Particulars to be provided by the bidder in the technical proposal

RFP No. DOCUMENT & DATA PROCESSING/12.09.2016

S. No.	Particulars	Details to be furnished by the bidder
1	Name of the bidder	
2	Year of establishment and constitution Certified copy of "Partnership Deed" or "Certificate of Incorporation" should be submitted as the case may be.	
3	Location of Registered office /Corporate office and address	
4	Mailing address & Company website of the bidder	
5	Names and designations of the persons authorized to make commitments to AIC	
6	Telephone and fax numbers of contact persons	
7	E-mail addresses of contact persons	
8	Description of business and business background Service Profile & client profile Domestic & International presence Alliance and joint ventures	

Declaration:

1. We confirm that we will abide by all the Terms and Conditions contained in the RFP.
2. We hereby unconditionally accept that AIC can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP, in short listing of bidders.
3. All the details mentioned by us are true and correct and if AIC observes any misrepresentation of facts on any matter at any stage, AIC has the absolute right to reject the proposal and disqualify us from the selection process.



4. We confirm that this response, for the purpose of short-listing, is valid for a period of 120 days, from the date of expiry of the last date for submission of response to RFP.
5. We confirm that we have noted the contents of the RFP and have ensured that there is no deviation in filing our response to the RFP and that AIC will have the right to disqualify us in case of any such deviations.

Place:

Date:

Seal and Signature of the bidder



8.6 Annexure 6: Statement of No Deviation for RFP Terms and Conditions

Date:

To,

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

Dear Sir,

Reference: RFP No. DOCUMENT & DATA PROCESSING/12.09.2016

There are no deviations (null deviations) from the terms and Conditions of the RFP. All the terms and conditions of the RFP are acceptable to us.

Witness	Bidder
Signature _____	Signature _____
Name _____	Name _____
Designation _____	Designation _____
Address _____ _____	Address _____ _____
Company _____	Company _____
Date _____	Date _____

Company Seal



8.7 Annexure 7: Proposed Team Profile

Date:

To,

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

Reference: RFP No. DOCUMENT & DATA PROCESSING/12.09.2016

Proposed staff to support Document and Data Processing activities across the years

Sr. No.	Name of Proposed Team lead/Proposed Team members	Position proposed for (Team Leader/Team Member)	Professional qualifications and Certifications/Accreditations	Total years of relevant experience	Language (s) known	Number of years of experience in the Language (s) known

Place:

Date:

Seal and Signature of the bidder



8.8 Annexure 8: Bidder's Past Experience

Date:

To,

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

Dear Sir,

Reference: RFP No. DOCUMENT & DATA PROCESSING/12.09.2016

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

Place:

Date:

Seal and Signature of the bidder

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



8.9 Annexure 9: Commercial Compliance Certificate

Date:

To,

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

Dear Sir,

Sub: RFP No. DOCUMENT & DATA PROCESSING/12.09.2016

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

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

I / We agree to abide by this bid for a period of 120 (One hundred twenty only) days after the date fixed for bid opening and it shall remain binding upon us and may be accepted by AIC, any time before the expiry of this period.

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

I / We understand that you are not bound to accept the lowest or any bid you may receive. I / We agree to the Terms & Conditions mentioned in the RFP document. Further, we confirm that we will abide by all the terms and conditions mentioned in the Request for Proposal document.

I/ we agree that AIC reserves the right to renew the contract post completion of the 3 year period for additional two years at mutually agreed price.

Place:

Date:

Seal and Signature of the Bidder

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



8.10 Annexure 10: Commercial Bid

Sr. No.	Description (per Location)	Proposed Unit Rate in Rs. (A)	Monthly Volume (L-1 Calculation purpose only)* (B)	Amount (Rs.) (C=AxB)
1.	Monthly Administrative Charges (as per 2.2)		One	To be filled by AIC
2.	Monthly cost for additional workstation (beyond 5)		2	
3.	Cost of Document and Data Processing - upto 15 fields (as per 2.1)		20,000	
4.	Cost of Document and Data Processing - 16-30 fields (as per 2.1)		20,000	
5.	Cost of Document and Data Processing - beyond 30 fields (as per 2.1)		20,000	
6.	Cost of Document and Data Processing - Checking and Approval (as per 2.1)		20,000	
7.	Cost of Printing		20,000	
Total Consolidated Monthly Amount (Amount To Be Considered For Commercial Evaluation)				

* *Monthly Volume mentioned in the above table are notional figures, ONLY for L-1 computation purpose.*

Note:

1. Column A denotes the ACTUAL UNIT RATE (QUOTES).
2. Column B denotes NOTIONAL VOLUMES ONLY FOR L-1 COMPUTATION PURPOSE.
3. The **Total Consolidated Monthly Amount**, i.e. the total of column C shall decide the L-1.
4. AIC reserves the right to award the Contract in whole or in part including but not limited to location as well as line items mentioned above.



8.11 Annexure 11: Format of Bank Guarantee (EMD)

(To be stamped in accordance with stamp act)

Date:

Bank Guarantee no.:

To,

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

Dear Sir,

Sub: RFP No. DOCUMENT & DATA PROCESSING/12.09.2016

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 Document & Data Processing to Agriculture Insurance Company of India Limited having its office at **13th Floor, AMBADEEP Building, 14, Kasturba Gandhi Marg, New Delhi - 110 001.**

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

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

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



Limited, the amount of Rupees _____
 Rupees _____

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

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

In witness whereof AIC, through its authorized officer has set its hand stamped on this _____ Day of _____ 2016 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:



8.12 Annexure 12: Authorization Letter to Attend - Bid Opening

Date:

To,

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

Dear Sir,

Sub: RFP No. DOCUMENT & DATA PROCESSING/12.09.2016

Mr./Ms.....has been authorized to be represent the time of opening of above RFP due on..... at.....on my/our behalf.

Yours faithfully

Place:

Date:

Seal and Signature of the Bidder

Copy to: Mr/Ms.....for information and for production before the RFP Opening Committee at the time of opening of Bids.



**8.13 Annexure 13: Performa for Performance Bank Guarantee
(To be stamped in accordance with stamp act)**

Reference No. : _____

Date:

Bank Guarantee No: _____

To: _____

Against contract vide advance acceptance of the DOCUMENT & DATA PROCESSING/12.09.2016 covering supply of _____ (herein after called the said 'contract') entered into between Agriculture Insurance Company of India Limited (herein after called the Purchaser) and _____ (herein after called the Vendor) this is to certify that at the request of the Vendor, we _____ (Name of the Bank), are holding in trust in favour of the Purchaser, the amount of Rupees _____ (write the sum herein words) to indemnify and keep indemnified the Purchaser against any loss or damage that may be caused to or suffered by the Purchaser by reason of any breach by the Vendor of any of the Terms and Conditions of the said contract and/or in the performance thereof. We agree that the decision of the Purchaser, whether any breach of any of the Terms and Conditions of the said contract and/or in the performance thereof has been committed by the Vendor and the amount of loss or damage that has been caused or suffered by the Purchaser shall be final and binding on us and the amount of the said loss or damage shall be paid by us forth with on demand and without demur to the Purchaser.

We _____ (Name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said contract by the Vendor i.e. till _____ (viz. the date upto 12 months after the date of signing of the contract between the Vendor and the Purchaser) herein after called the said date and that if any claim accrues or arises against us _____ (Name of the Bank) by virtue of this guarantee before the said date, the same shall be force able against us _____ (Name of the Bank), notwithstanding the fact that the same is enforced within six months' after the said date, provided that notice of any such claim has been given to us _____ (Name of the Bank), by the Purchaser before the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the Purchaser.

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

We undertake to pay to the Purchaser any money so demanded not withstanding



any dispute or disputes raised by the Vendor in any suitor proceeding pending before any court or tribunal relating thereto our liability under this present bond being absolute and unequivocal.

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

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

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

Office Seal
Place:
Date:

(Authorized Signatory)
Name:
Designation:
Mobile No:
Business Address:



8.14 Annexure 14: AIC's Locations' (Addresses)

Sr No.	States	AIC Office Address
1	Delhi	Head Office, 13th Floor, "Ambadeep" Building, 14 KG Marg, New Delhi-110 001
2	Gujarat	Ahmedabad Regional Office, 1st Floor, Jeevan Vikas Bldg, Opp Jhansi Ki Rani Statue, Satellite Road, Ahmedabad-380 015
3	Karnataka	Bangalore Regional Office, 3rd Floor, Karnataka Pradesh Krishik, Samaj No. 18, Nrupatunga Road, Hudson Circle, Bangalore - 560 001
4	Madhya Pradesh	Bhopal Regional Office, 1st Floor, Kwality Globus, opp. RBI, NH-12, Hoshangabad Road, Bhopal- 462 011
5	Odisha	Bhubaneshwar Regional Office, The Mother, 1st Floor, Plot No - 87, Satya Nagar, Bhubneshwar-751 007
6	Himachal Pradesh, Haryana, Punjab, Jammu and Kashmir	Chandigarh Regional Office, SCO No. 64-65, Ground Floor, Sector 8 - C, Chandigarh-160 009
7	Tamil Nadu, Puducherry, Andaman and Nicobar Islands	Chennai Regional Office, 1st Floor, Andhra Insurance Building Old No. 156 (New No. 323), Thambu Chetty Street, Parry's Corner, Chennai- 600 001
8	Uttarakhand	Dehradun Regional Office, 56, Rajpura Road, behind Hotel Classic, Dehradun-248 001
9	Assam, Meghalaya, Mizoram, Manipur	Guwahati Regional Office, 3rd Floor, House No. 160, Rajgarh Road, Guwahati-781 007
10	Andhra Pradesh, Telangana	Hyderabad Regional Office, 8th Floor, United India Insurance Towers, Basheerbagh, Hyderabad- 500 029
11	Rajasthan	Jaipur Regional Office, 4th Floor, Sanghi Upasana Towers, C-98, Subhash Marg, C-Scheme, Jaipur-302 001

**AGRICULTURE INSURANCE COMPANY OF INDIA LIMITED**Regd. Office: "AMBA DEEP" (13th Floor), 14, Kasturba Gandhi Marg, New Delhi - 110 001

12	West Bengal, Tripura, Sikkim	Kolkata Regional Office, 5th Floor, OM Towers, 32 Chowringhee Road, Kolkata-700 071
13	Uttar Pradesh	Lucknow Regional Office, 5th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow-226 001
14	Maharashtra, Goa	Mumbai Regional Office, 20th Floor, Bombay Stock Exchange Building, Dalal Street, Mumbai- 400 023
15	Bihar	Patna Regional Office, 1st Floor, Yunus Corporate, Near Swikriti Appartment, S.P. Verma Road, Patna -800 001
16	Chattisgarh	Raipur Regional Office, Jeevan Prakash, Jeevan Bima Marg, Pandri, Raipur- 492 004
17	Jharkhand	Ranchi Regional Office, 1st Floor, Tara Tower Radium Road, Cutchery Chowk , Ranchi-834 001
18	Kerala	Thiruvananthapuram Regional Office, 8th floor, Carmel Towers, Cotton Hill PO- Vazhuthacaud, Thiruvananthapuram-695 014



8.15 Annexure 15: Guidelines on Outsourcing of Activities by Insurance Companies

Provided in Separate PDF.