



AGRICULTURE INSURANCE COMPANY OF INDIA LIMITED
Regd. Office: Plate B&C, 5th Floor, Block 1, East Kidwai Nagar, New Delhi-110023



REQUEST FOR PROPOSAL (RFP)
FOR
DEVELOPMENT OF ANALYTICS AND MIS INTERFACE

Research & Development Department

Agriculture Insurance Company of India Ltd. (AIC)
Plate B&C, Fifth Floor,
Block 1, East Kidwai Nagar
New Delhi -110023

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

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

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



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DISCLAIMER

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

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The purpose of this RFP is to provide the Bidder(s) with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. The information contained in this RFP is selective and is subject to updating, expansion, revision and amendment at the sole discretion of AIC. Each Bidder should conduct its own analysis of the information contained in this RFP, to correct any inaccuracies therein and is advised to carry out its own investigations in the project, the regulatory regime which applies thereto and by and all matters pertinent to AIC and to seek its own professional advice on the legal, financial and regulatory consequences of entering into an agreement or arrangement relating to the project.

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



TENDER NOTICE

AIC invites eligible Bidders to submit their offer for the RFP titled "Development of Analytics and MIS Interface" for the work on the scope of work contained in this tender document. Interested Bidders may submit their offer, electronically as per the terms and conditions of this tender.

General Details	
RFP Number	R&D/Analytics&MisInterface/24.10.2021
Department Name	AIC-HO RESEARCH & DEVELOPMENT
Scope of Work	As mentioned in Section 2
Mode of RFP Submission	Online
RFP Type	Open
Type of Contract	Service
Bidding Type	Indigenous
Base Currency	INR (₹)
Consortium	Not Allowed
Key Dates	
Document Download Start Date	24.10.2021 The document can be downloaded from AIC's website http://www.aicofindia.com/
Last Date and time for submission of Queries (if any)	Queries in prescribed format must reach us on or before 01.11.2021 5:00 pm through E-mail on HO-R&Dgroup@aicofindia.com
Clarifications/Amendments if any	05.11.2021 by 5:00 PM on AIC's website
Last Date and Time for Bid Submission	15.11.2021 till 01:00 pm
Date and Time for Eligibility Bid Opening	15.11.2021 from 03:00 pm onwards
Declaration of Shortlisted Bidder's for Commercial Bid Opening	Shortlisted Bidder information and schedule on AIC's website
Date and Time for Commercial Bid Opening	Information and schedule on AIC's website
Declaration of Successful (L1) Bidder	Shortlisted Bidder information and schedule on AIC's website
Notification of Award	Within 3 months from the declaration of Successful(L1) Bidder
Bid Validity Period (in Days)	210 days from the date of RFP submission
Documents to be submitted physically	Tender Processing Fee (Electronic payment i.e. NEFT/RTGS or Bank Guarantee of equivalent amount Bank Guarantee for EMD) Other documents supporting Eligibility Criteria, etc. as per RFP document.
Mode of Document Fee Payment	Online

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Mode of EMD Payment	Online	
Payment Details		
Tender Processing Fee (Non-refundable)	₹5,000	
EMD Amount	₹50,000	
EMD Payable to & at	As per RFP document	
Performance Bank Guarantee	3% of the Contract Value	
Eligibility Criteria	As per RFP Document	
General Terms and Conditions	As per RFP Document	
Bid Submission Information	The Bidders must fulfill the Eligibility criteria for being eligible to bid.	
	The prospective Bidders may mail their queries and suggestions in the prescribed format as per Annexure XII for any changes required to be made in the bid document through e-mail till last date and time for submission of Queries. Queries not as per the prescribed format will not be entertained. The Changes made in accordance with the query made by the prospective Bidders, at sole discretion of AIC, shall form part and parcel of this RFP and will be uploaded on our website. No separate intimation shall be given to this effect.	
	The online payment of ₹5,000/- on account of tender processing fees must be received at the following account before the date and time of submission of bid. In case of NEFT/RTGS, the confirmation of Amount transferred with UTR Number has to be submitted. All the documents mentioned in the RFP document in support of eligibility criteria etc. shall be submitted online at e-tender portal.	
	Contact details of AIC:	Account Details of AIC
	Deputy Manager, Research and Development Department, Agriculture Insurance Company of India Ltd. (AIC) Plate B&C, Fifth Floor, Block 1, East Kidwai Nagar New Delhi -110023 Email – HO-R&Dgroup@aicofindia.com	Account Name: AIC of India Expenses of Management Control Account Bank: Axis Bank Ltd., Statesman House, 148, Barakhamba Road, New Delhi Current Account No: 007010200018780 IFS code: UTIB0000007 MICR Code: 110211002
Mode of Tender	Online	
Contact details of e-Tender service provider	Refer Instructions for E-Tendering (point No: 5)	
Contact Information	Deputy Manager, Research and Development Department, Agriculture Insurance Company of India Ltd. (AIC) Plate B&C, Fifth Floor, Block 1, East Kidwai Nagar New Delhi -110023 Email – HO-R&Dgroup@aicofindia.com	

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1

Introduction & Objectives

1.1 About AIC

Agriculture Insurance Company of India Limited (AIC) has been formed under the aegis of the Government of India and promoted by 6 Public Sector Companies as a specialty Crop Insurance provider to the Indian farming community. AIC was incorporated on 20th December 2002 with an Authorised 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. Since our Company is engaged in the service of the farming community of the country, the overwhelming majority of whom are poor, we have modeled our resource pattern in accordance with those economic compulsions. Accordingly, to keep our management costs to the ground, AIC functions with only around 300 employees on the rolls but insures around 25 million farmers. We operate out of 18 Regional Offices.

1.2 Project Objective

AIC intends to engage Data Science/Consultancy firm for development of Visual Analytics platform in Tableau Server. The increasing availability of big data and the use of advanced analytics is changing the Insurance industry. Insurers are continuing to explore and implement new ways of utilizing these resources in everyday practice to optimize results. The objective of this tender is to develop a robust analytics platform using predictive analytics, machine learning, and AI, and visualize the outcome of the analytics model in Tableau Server to provide actionable insights and drive the business forward.



2 Scope of Work/ Project Pipeline

The scope of work and other related aspects shall be as per this RFP. Tableau Dashboards developed and hosted on the server will be outcome of the project and the work order for development of new MIS Interfaces/dashboards shall be provided within 24 months of selection of L1 Bidder. The successful Bidder will be developing up to 10 MIS Interfaces/dashboards, as per the requirement of AIC, which has to be put to use within 4 months from the date of issuance of Work order. However, the work order will be issued separately for each MIS whenever the requirement arises and the minimum no. of interfaces will be 3 (Three MIS Interfaces/dashboards). AIC does not guarantee any work order for development of MIS Interfaces/dashboards over and above 3 nos.

- I. The allocated vendor has to work on the servers and hosting which would be setup by AIC.
- II. Shape file with geographical coordinates for Tehsils will be provided by AIC.
- III. Licensing cost for Tableau will be borne by AIC.

The Development and Maintenance of MIS Interfaces/dashboards as per work orders during the period of contract need to be done by Bidder at his place. No Seating space shall be provided at AIC Office.

If the work order is issued during the last months of the completion of the contract period, the development and maintenance shall be included in commercial bid for a period of one year after the development even after the completion of the contract period.

Further maintenance (1 year after development of MIS Interfaces/dashboards) shall include data upgradation and minor presentation modifications, work of which shall not exceed 1 month of development. The cost shall be 20% of the cost of the respective MIS Interface/dashboard as quoted in the commercial bid.

Each MIS Interface/dashboard developed will have to go through the following stages of development. The requirements at each stage in hosting a MIS Interface/dashboard are given below:

2.1 Data – Collection and Management

Data is the primary requirement to build a view and analyze the data.

The following are the requirements in this module:

- 2.1.1 Connecting to a local file which might be available in the formats – Excel workbooks, csv, Text file, JSON file, Spatial file, any other additional unstructured data formats.
- 2.1.2 Connecting to data from database servers – SQL and NoSQL Servers
- 2.1.3 Connecting to Publicly available sources of data - The increasing quantity and variety of data available via the public data repositories have sprouted all over the world. Publicly available data sources must be collected using Web scraping and browser automation techniques.
- 2.1.4 Data freshness refers to how up to date the data in a report is. Different types of reports have different requirements or expectations for data freshness. All the data collected and maintained must be periodically updated based on the requirement of each MIS Interface/dashboard.
- 2.1.5 Data collected must be effectively stored in comprehensive database repositories. The aspects of Database configuration, Security, Archival, Restoration and Troubleshooting should be maintained.

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2.2 Data Transformation and Pre-processing

Data pre-processing plays a pivotal role in an analytics project. It is a data mining technique that transforms raw data into a more understandable, useful, and efficient format.

Real world data might be:

- I. **Incomplete:** Certain attributes or values or both are missing, or only aggregate data is available.
- II. **Noisy:** Data contains errors or outliers
- III. **Inconsistent:** Data contains differences in codes or names etc.

Steps involved in data pre-processing are:

2.2.1 Data Cleaning:

It is also known as scrubbing. The data cleaning process detects and removes the errors and inconsistencies present in the data and improves its quality. Data quality problems occur due to misspellings during data entry, missing values, or any other invalid data. This task involves filling of missing values, smoothing or removing noisy data and outliers along with resolving inconsistencies

2.2.2 Dealing with Noise and Outliers:

Noise in data may be introduced due to fault in data collection, error during data entering or due to data transmission errors, etc. Unknown encoding, out of range values, Inconsistent Data, inconsistent formats, etc. are different types of noise and outliers.

Unsupervised Clustering model, Anomaly detection algorithms can be used to identify groups of outlier data. The detected outliers may be smoothed or removed.

2.2.3 Remove Unwanted Data:

Unwanted data is duplicate or irrelevant data. Scraping data from different sources and then integrating may lead to some duplicate data if not done efficiently. This redundant data should be removed as it is of no use and will only increase the amount of data and the time to train the model. Also, due to redundant records, the model may not provide accurate results as the duplicate data interferes with analysis process, giving more importance to the repeated values.

2.2.4 Data Transformation:

This involves smoothening, normalisation and aggregation of data according to the needs of the data set.

2.2.5 Data Integration:

A coherent data source is prepared by collecting and integrating data from multiple sources like databases, legacy systems, flat files, data cubes etc. The data sources can be homogeneous or heterogeneous. The data obtained from the sources can be structured, unstructured or semi-structured in format.

I. Schema Integration: Metadata (i.e., the schema) from different sources may not be compatible. This leads to entity identification problem. Detecting and resolving them is very important to have a coherent data source. Entity Resolution algorithms like Fuzzy matching must be used to integrate multiple data sources in silos into a large, unified database.

II. Data value conflicts: The values or metrics or representations of the same data maybe different in for the same real-world entity in different data sources. This leads to different representations of the same data, different scales etc. To resolve this, data representations should be made consistent, and conversions should be performed accordingly.

III. Redundant data: Duplicate attributes may occur because of integrating data from various sources. This may also lead to inconsistencies. These redundancies or inconsistencies may be reduced by careful

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integration of data from multiple sources. This will help in improving the mining speed and quality. Also, co-relational analysis can be performed to detect redundant data.

2.2.6 Data Reduction:

Data reduction is performed on exceptionally large data sources. It is also performed to find the most suitable subset of attributes from a large number of attributes. This is known as dimensionality reduction. Data reduction also involves reducing the number of attribute values and/or the number of tuples. Various data reduction techniques are:

I. Dimensionality reduction: The data attributes or dimensions which are redundant are reduced. Not all attributes are required for data mining. The most suitable subset of attributes is selected by using techniques like forward selection, backward elimination, decision tree induction or a combination of forward selection and backward elimination.

II. Data compression: In this technique, large volumes of data are compressed i.e., the number of bits used to store data is reduced. This can be done by using lossy or lossless compression. In lossy compression, the quality of data is compromised for more compression. In lossless compression, the quality of data is not compromised for higher compression level.

III. Numerosity reduction: This technique reduces the volume of data by choosing smaller forms for data representation. Numerosity reduction can be done using histograms, clustering or sampling of data. Numerosity reduction is necessary as processing the entire data set is expensive and time consuming.

Data pre-processing for text columns:

I. Remove/Trailing extra whitespaces: This involves whitespaces at the end of the sentence and removing multiple whitespaces.

II. Remove special characters: Removing all the unwanted special characters in a word.

III. Lowercase all texts: Lowercasing ALL your text data, although commonly overlooked, is one of the simplest and most effective form of text preprocessing

IV. Lemmatization/Stemming: Lemmatization is the process of converting a word to its base form, e.g., "caring" to "care".

V. Removing stop words: Stop words are a set of commonly used words in a language. Examples of stop words in English are "a", "the", "is", "are" etc. The intuition behind removing stop words is that, by removing low information words from text, we can focus more on the important words instead.

VI. Data Discretization: The numerical attributes are replaced with nominal ones.

2.2.7 Feature encoding:

Some of the Machine learning models only accept numerical variables, pre-processing the categorical variables becomes a necessary step for the model to understand and extract valuable information.

Encoding Methodologies to be performed:

- I. One Hot Encoding
- II. Mean Encoding
- III. Label Encoding
- IV. Target Guided Ordinal Encoding

2.3 Developing ML/AI Models

The crucial aspect of analytics module is developing Machine learning (ML) models using Open-source platforms. The following are the possible types of Statistical Models/algorithms necessary to build and derive insights from the datasets:



2.3.1 Entity Resolution using Fuzzy matching

Data in the real world is messy. That too dealing with messy text data sets is painful and burns through time which could be spent analyzing the data itself. Thus, fuzzy matching helps us to carry the following two operations:

- I. Deduplication: Aligning similar categories or entities in a data set (for example, we may need to combine 'J P Govind', 'J.P. Govind' and 'Jaya Praksah Govind' into the same entity).
- II. Record Linkage: Joining data sets on a particular entity.
By using a novel approach borrowed from the field of Natural Language Processing we can perform these two tasks on large data sets.

2.3.2 Regression model

Regression is a statistical method used in finance, investing, and other disciplines that attempts to determine the strength and character of the relationship between one dependent variable (usually denoted by Y) and a series of other variables (known as independent variables).

2.3.3 Classification model

A classification model attempts to draw some conclusion from observed values. Given one or more inputs a classification model will try to predict the value of one or more outcomes. Outcomes are labels that can be applied to a dataset.

Unsupervised models on the other hand, are fed a dataset that is not labeled and looks for clusters of data points. It can be used to search data for similarities, detect patterns, or identify outliers within a dataset. A typical use case would be finding similar images. Unsupervised models can also be used to find "fraudulent" transactions by looking for anomalies within a dataset. This type of learning falls under "Clustering".

2.3.4 Image classification

Image classification is where a computer-based algorithm can analyze an image and identify the 'class of information' that the image stores.. (Or a probability of the image being part of a 'class'.) A class is essentially a label, for instance, 'crop' 'car', 'animal', 'building' and surrounding features. For example, you input an image of a sheep. Image classification is the process of the computer analyzing the image and telling you it's a sheep. (Or the probability that it's a sheep.)

Deep learning is a type of machine learning; a subset of artificial intelligence (AI) that allows machines to learn from data. Deep learning involves the use of computer systems known as neural networks. In neural networks, the Input layers are interconnected through hidden layers. These hidden layers are processed through set of weights, which are information carriers. These information carriers generate results and communicate to the next output layer. Therefore, based on the process of generating output can be feed-forward and recurrent network.

There are different types of neural networks based on how the hidden layers work. Image classification with deep learning most often involves convolutional neural networks, or CNNs. In CNNs, the nodes in the hidden layers do not always share their output with every node in the next layer (known as convolutional layers).

Deep learning allows machines to identify and extract features from images. This means they can learn the features to look for in images by analyzing lots of pictures. So, programmers don't need to enter these filters manually.

2.3.5 Spatio-Temporal Time Series

Spatial-temporal modelling relates to problems where we want to analyze and predict how something varies over space and/or time.

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- I. Manipulating a range of spatial, temporal and longitudinal data types using a variety of statistical and mathematical techniques.
- II. Identify, quantify and predict variations from one observation in space-time to another either directly or as part of a hierarchy
- III. Identify the important variables that affect outcomes of interest (variable selection)
- IV. Identify unusual spatial-temporal trends
- V. Identify, quantify and predict variations between baseline performance and performance when the system is subject to time-varying inputs or disturbances
- VI. Identify the nature of spatial dependence in data and model it accordingly
- VII. Visualize spatial-temporal data and results of analysis

2.4 Visualizing Interactive dashboards in Tableau

An interactive MIS Interfaces/dashboards is a data management tool that tracks, analyses, monitors, and visually displays key business metrics while allowing users to interact with data, enabling them to make well-informed, data-driven, and healthy business decisions. The point of such MIS Interfaces/dashboards is to simplify the working environment and analysis processes since there are massive volumes of data collected on a daily level, and companies need solutions that will bring them to the right answer at the right time.

The interactive MIS Interfaces/dashboards should contain the following features:

2.4.1 Agility for decision-maker

Interactive analysis empowers users to answer critical business questions on-demand with the most up-to-date data. Additionally, data can be looked at from different perspectives and points of view with just a few clicks. Zooming-in and out, detailing time intervals, filtering countries, or show and hide specific parameters that you do not need enables you to look at data in the most holistic way, like never before.

2.4.2 Avoid redundant reports

You need only one tool with the state-of-the-art interactive features to quickly adapt the displayed data instead of creating 10 static PowerPoint slides. Reports use real-time data, with implemented intelligent data alerts that enable users to eliminate spreadsheets and presentations. The MIS Interface/dashboard will alarm the user every time an anomaly occurs.

2.4.3 Speed

There is no doubt, swiftness today is a crucial element for any company trying to survive in our cutthroat digital age. When using traditional spreadsheets or PowerPoint presentations, data is inserted once and updated manually. With modern reporting tools, there is no need to do so. Real-time MIS Interfaces/dashboards enable real-time data and that is the beauty and power of business intelligence at its core.

2.4.4 Productivity

While static reports have been a useful tool for increasing productivity, in today's modern economies this is simply not enough. The amount of data that is collected, and needs to be analysed is continuously growing, and numerous static or paper sheets or millions of rows and columns cannot help as much as they used to. The rise of self-service BI tools has enabled users to tinker with the data on their own and use modern technologies that will increase their productivity levels.

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2.4.5 Insight to Action

Interactive MIS Interfaces/dashboards act as a springboard to drive user insights into actions. The ability to create and edit tasks and processes takes MIS Interface/dashboard usage to a new level. Identify issues and then launch action from within the MIS Interface/dashboard to save time and effort.

2.4.6 Flexible & Customizable

MIS Interfaces/dashboards can be customizable to grow with organization. The Key Performance Indicator we focus on may change as business evolves. Off-the-shelf solutions often lack the flexibility to display what is relevant to us and cannot be easily updated when our needs change. MIS Interfaces/dashboards can provide system that can be easily modified without code.

2.4.7 MIS Interface/dashboard Chart Filter / Click-to-Filter

A well-built interactive MIS Interfaces/dashboards provides a variety of ways to dissect data. We should be able to easily explore your data to discover a wide range of insights. A great feature to further enable interactivity is a click-to-filter option. This allows MIS Interface/dashboard users to utilize the dimensions of the Interface/dashboard's charts and graphs as temporary filter values. It is as easy as clicking on any data set in your charts. This action seamlessly creates a quick filter that applies to the data of your MIS Interface/dashboard and delivers new insights in an instant

2.4.8 Drill-Throughs

A drill-through is an interactive MIS Interfaces/dashboards software feature that shows you additional and detailed information of a particular element, variable, or Key Performance Indicator, without overcrowding the MIS Interface/dashboard. Imagine for example we want to see the exact net profit or sold units of your management strategy. By simply clicking on the specific KPI, the drill-through will enable you to visualize this data in a clear manner, without the need to be presented on the main screen.

2.4.9 Drilldown

This option enables us to show more levels to charts, meaning by simply clicking on our visualization, we can drill into a lower level of the X-axis. Drilldowns give us the possibility to "nest" an additional variable into the chart, and by simply clicking on it, we will be able to change the chart according to our parameters. Sometimes referred to as nested charts

2.4.10 Cross Tab Filters

MIS Interface/dashboards will enable us to apply filters through different tabs in order to save precious time and speed-up the analysis process. Essentially, the cross-tab filters will give us the opportunity to dynamically synchronize and apply filters on different MIS Interface/dashboard tabs. this filter will enable us to save time, and increase our productivity levels because we won't need to manually apply filters on each tab and lose some working hours. Moreover, these data analysis techniques are used to easily connect the information in different parts of the MIS Interface/dashboard, making analysis much easier and quicker

2.4.11 Time Interval Widget

Another interactive MIS Interface/dashboard feature is a time interval widget. These widgets allow us to enhance individual time scales on different charts on MIS Interface/dashboards with an interactive drill-down function. With a time-interval widget, we can choose the time interval of the data displayed on our chart using a date or time field on the X-axis with a click of your mouse. Use this function to move from a yearly to a monthly, weekly, or daily view of data without changing the time period displayed on whole MIS Interface/dashboard.

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2.4.12 Custom Chart Tooltips

This option enables us to adjust the information displayed when you are hovering over with mouse by providing a small snippet.

2.4.13 Advanced Data Options

When we are focusing on interactive reporting, we might want to make sure that we have instant access to the raw data of the chart that we are exploring. That's where advanced data options come in handy, especially when additional questions arise, and we want to take a look at the raw data itself. That way, we will have the possibility to easily explore each part of the chart in its raw form, and export if needed. Moreover, we will have the opportunity to swipe through each element that will show us exactly what kind of data the visualization is consisted of.

2.4.14 Hierarchical Filter

The interactive feature hierarchical filter provides an in-depth overview of how one filter influences the selection of another. Let's say we want to generate insights into the product category and a specific product. By selecting a specific product category, the product name filter gets automatically updated, deselecting all products, that don't belong to the selected product category. By using this filter to the MIS Interface/dashboard, we can eliminate all products that are not relevant for your current analysis. hierarchical filters help you to manage related filters effectively.

2.5 Server Architecture & Maintenance:

The developer is responsible for the Tableau Server architecture and Maintenance of the Tableau dashboards. The primary activities include checking the status of the server, analyze and monitor the activity on the server, manage scheduled tasks, or perform certain maintenance activities such as clearing saved data connection passwords. In addition, there are several settings that the user may want to specify to customize the user experience for people using the server:

- I. *Language and Locale*
- II. *Start Page*
- III. *Connected Clients*
- IV. *Active Directory Synchronization*
- V. *Guest Access*
- VI. *Embedded Credentials in Content*
- VII. *Extract Refresh*
- VIII. *Setting up refresh schedules*
- IX. *Priority refreshes*
- X. *Execution mode*
- XI. *Groups*
- XII. *Schedule Refreshes & Subscriptions*
- XIII. *Tags*
- XIV. *View Permissions*
- XV. *Views to Share*

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3 Evaluation Criteria

3.1 Objective of the Evaluation Process

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

The evaluation will be a two-phase process:

- I. Phase 1 – Eligibility Criteria Evaluation
- II. Phase 2 – Commercial Bid Evaluation

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

3.2 Evaluation Process

The bids will be opened and evaluated, Bidders qualifying the eligibility criteria evaluation will be considered for commercial bid evaluation.

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

3.2.1 Preliminary Examination of Offers

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

3.2.2 Eligibility Criteria

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

S.No.	Criteria	Proof to be submitted
1	The Bidder should be a Government Organization/ PSU/partnership/LLP or a Limited Company/ Private Limited Company under Companies Act in India	Self-attested copy of the Certificate of Incorporation / Certificate of Commencement of Business to be submitted.
2	Tableau Certified Desktop Associate or Tableau Certified Desktop Professional minimum 3 years of experience in developing Tableau dashboards and certification in Data Science	Undertaking on Bidder's letterhead with details of experience in development of Tableau Software Self-attested Copy of Certificate provided by Tableau Details of experience in Data Science Stream
3	Minimum 2 years' Experience in Actuarial related work in the field of General Insurance Industry and Firm should have at least one resource who should have qualified minimum of 5 Actuarial Exams from Institute of Actuaries of India (IAI) or Institute and Faculty of Actuaries (IFoA), UK	Undertaking on Bidder's letterhead along with Details of Experience in Actuarial related work in the field of General Insurance Experience certificate from clients/ companies Exam qualification certificate/results letter from IAI or IFoA

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4	Sample Tableau dashboard hosted in Tableau Public profile for Technical evaluation and link to be provided along with RFP application	Link to be provided for evaluation
5	Bidder should not be blacklisted by Central / any State Government / PSU's as on the date of bid submission.	Self-Declaration on Bidder's Letter head
6	Authorization to sign the bid	Power of attorney or duly signed authorization letter (by power of attorney holder, copy of which to be attached)
7	Financial capacity (including prior turnover and profit made in last years)	Audited Balance Sheet of past 2 years; exempted for registered Startups and MSMEs.

Note:

- a. Bidders need to ensure compliance to all the eligibility criteria points.
- b. While submitting the bid, the Bidder is required to comply with inter alia the following CVC guidelines detailed in Circular No. 03/01/12 (No.12-02-6 CTE/SPI (I) 2 / 161730 dated 13.01.2012): 'Commission has decided that in all cases of procurement, the following guidelines may be followed:
 - In an RFP, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same RFP. The reference of 'item/product' in the CVC guidelines refer to 'the final solution that Bidders will deliver to the customer.
 - If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same RFP for the same item/product.'

The decision of the AIC shall be final and binding in this regard. Deviations will be grounds for disqualification. Service providers who meet all these criteria would qualify for the second stage of evaluation i.e. opening of financial bid. The service provider would also need to provide supporting documents for eligibility proof. All the credentials of the service provider necessarily need to be relevant to the Indian market. The decision of AIC shall be final and binding.

3.2.3 Commercial Bid Evaluation

The Bidders need to quote for Development cost of MIS Interface/dashboards (per MIS Interface/dashboard). Total Cost of Development shall be considered as the Bid amount.

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

In case of any kind of discrepancy, commercial bid valuation shall be considered as below:

- 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 a misplacement of a decimal point, 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.

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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. 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.
- VIII. All liability related to non-compliance of this minimum wages requirement and any other law will be responsibility of the Bidder.
- IX. All the Bidders whose Eligibility bids are found eligible will qualify for opening of the Commercial bid. The Bidder whose commercial bid is lowest i.e. L1, will be accepted and the contract will be awarded.
- X. AIC shall not incur any liability to the affected Bidder on account of such rejection.
- XI. The Bidder whose eligibility and commercial bid is accepted will be referred to as “successful Bidder” and AIC will notify the same to the successful Bidder.
- 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 successful Bidder based on the evaluation.
- XIII. If for some reason, the successful Bidder fails to execute an agreement within a specified timeline, AIC reserves the right to award the contract to the next most eligible Bidder based on the evaluation scores and commercial prices quoted at L1 rates, subject to CVC guidelines.



4 Terms and Condition

4.1 General Terms and Conditions

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

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

The successful Bidder must initiate work on the project on the very day after purchase order. The Bidder at his own expense will register the agreement by paying the appropriate stamp duty, if mandatorily required by law. The first page of the contract agreement shall be on a stamp paper of appropriate value.

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

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

Any conditional bid or counter offer would be rejected at sole discretion of AIC.

Application

For the purpose of the Purchase Agreement as well as for the purpose of the RFP Document, the purchaser is:

Agriculture Insurance Company of India Limited
Plate B&C, Fifth Floor,
Block 1, East Kidwai Nagar
New Delhi -110023
Ph +91 11 24600444

4.2 Standards

The services and other materials including all Source code, object code, deliverables and reports under the contract shall conform to the standards mentioned in the Technical Specification, indicated in this RFP as well as the Eligibility Bid submitted by the Bidder and/ or agreed between AIC and the Bidder, and when no applicable standard is mentioned, the services/ products/ deliverables shall be supplied under the authoritative and appropriate international standards of such services/ products/ deliverables and such standards shall be the latest issued by the concerned institution(s).

4.3 Governing Language

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

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4.4 Applicable Law

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

4.5 Right to Alter

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

The Bidder agrees that AIC can do additions or deletions on the items or MIS Interface/dashboards for the period of the contract. Further the Bidder agrees that the prices quoted by the Bidder would be proportionately adjusted with such additions or deletions

4.6 Intellectual Property Rights

The original information, the methodology adopted, original data, derived data including outcome of the project, the originals of any reports and documents or materials prepared or information produced as a result of the services and all intellectual property rights therein, unless otherwise specifically stated in the RFP, shall be and shall remain exclusive property of AIC.

4.7 Indemnity

- The Bidder will indemnify, defend, save and hold harmless the AIC and its officers, servants, agents and/or AIC controlled entities/enterprises, (the "AIC Indemnified Persons") against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost and expense of whatever kind and nature, whether arising out of any breach by the Contractor of any of its obligations under this Contract or from any negligence under the Contract, including any errors or deficiencies in any other document, or tort or on any other ground whatsoever.
- The Bidder shall, at its own cost and expenses, defend and indemnify AIC against all third-party claims including those of the infringement of intellectual property rights, including patent, trademark, copyright, trade secret or industrial design rights, arising from the performance of the contract.
- The Bidder shall expeditiously meet any such claims and shall have full rights to defend itself therefrom. If AIC is required to pay compensation to a third party resulting from such infringement, the Bidder will bear all such compensation/expenses including legal fees.
- AIC will give notice to the Bidder of any such claim and shall provide reasonable assistance to the Bidder in disposing of the claim.
- The Bidder shall also be liable to indemnify AIC, at its own cost and expenses, against all losses/ damages, which AIC may suffer on account of violation by the Bidder the contract to be executed and of any or all national/ international trade laws, norms, standards, procedures etc. This liability shall not ensue if such losses/ damages are caused due to gross negligence or willful misconduct by AIC or its employees.

4.8 Suspension

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

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



4.9 Termination

4.9.1 By AIC:

AIC may terminate the Contract in case of the following events:

- a) In the event the Bidder is in material breach of the terms and conditions including but not limited to delay in performance of the tender/contract provided the Bidder fails to remedy such breach within Fifteen (15) days of receipt of a notice in this regard from AIC.
- b) If the Bidder becomes insolvent or goes into liquidation or receivership whether compulsory or voluntary.
- c) If, as a result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than thirty (30) days.
- d) If AIC becomes aware that the Bidder had indulged in fraud and corrupt practices in order to procure the award of this Tender;
- e) If the Bidder and its officials in-charge of the day to day affairs of the Company have been convicted of any offence involving moral turpitude under any law in force in India;
- f) If AIC, at its sole discretion, decides to terminate this Contract without assigning any reason whatsoever by giving 30 days' notice.
- g) If the Bidder fails to provide the quality of services as envisaged under this Contract. The Committee formulated to monitor the progress of the assignment may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The Committee may decide to give one chance to the Bidder to improve the quality of the services.

4.9.2 By the Bidder:

The Bidder may terminate this Contract, by not less than thirty (30) days' written notice to AIC, in case of the occurrence of any of the following events:

- a) If AIC fails to pay any money due to the Bidder pursuant to this Contract and not subject to dispute within thirty (30) after receiving written notice from the Bidder that such payment is overdue.
- b) If, as a result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than thirty (30) days.
- c) If AIC is in material breach of its obligations pursuant to this Contract and has not remedied the same within thirty (30) days from the date of receipt of a notice received from the Bidder in that regard.

4.9.3 Cessation of Rights and Obligations:

Upon termination of this Contract pursuant to this para, all rights and obligations of the Parties hereunder shall cease, except

- a) Such rights and obligations as may have accrued on the date of termination or expiration,
- b) The obligation of confidentiality and / or NDA to be executed,
- c) The Bidder's obligation to permit inspection, copying and auditing of their accounts and records set forth in this tender
- d) Any right which may be available to a Party under any Law
- e) Indemnification clause

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4.9.4 Cessation of Services:

Upon termination of this assignment by notice of either Party to the other pursuant to Section 4.9 hereof, the Bidder shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum

4.9.5 Payment upon Termination:

Upon termination of this Assignment pursuant to Section 4.9 hereof, AIC shall make the following payments to the Bidder:

4.9.5.1 If the Assignment is terminated pursuant of Section 4.9.1(a,d, and g), the Bidder shall not be entitled to receive any payment upon termination of the Assignment. However, AIC may consider to make payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to AIC. Upon termination, AIC may also impose liquidated damages as per the provisions of Section 4.13 of this Assignment. The Bidder will be required to pay such liquidated damages to AIC within 30 days of termination date. If the Assignment is terminated pursuant to any other reasons, then payment shall be made for Services satisfactorily performed prior to the effective date of termination.

4.9.5.2 Disputes about Events of Termination:

If either Party disputes whether an event specified in Section 4.9.1 or in Section 4.9.2 hereof has occurred, such Party may, within thirty (30) days after receipt of notice of termination from the other Party, refer the matter to arbitration as per Section 4.34 hereafter, and this Assignment shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

4.10 Earnest Money Deposit

Bidders shall have to furnish as part of the bid, interest free Bid security /EMD for an amount of 50,000/- (Rupees Fifty Thousand Only) preferably in the form of Electronic payment i.e. NEFT/RTGS or Bank Guarantee of equivalent amount as per the format mentioned in Annexure C. The details of UTR No. / Bank guarantee No. shall be submitted along with submission of bids. EMD will be valid for a period of 210 days.

Following are the account details of AIC:

Account Name: AIC of India Expenses of Management Control Account
Bank: Axis Bank Ltd., Statesman House, 148, Barakhamba Road, New Delhi
Current Account No:007010200018780
IFS code: UTIB0000007
MICR Code: 110211002

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

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

1. The Bidder withdraws his proposal before processing of the same after the last date of submission of bids.
2. The Bidder withdraws his proposal after processing but before acceptance of the PO issued by AIC.
3. The successful Bidder withdraws his proposal before furnishing an unconditional and irrevocable Performance Bank Guarantee.

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4. The Bidder violates any of the provisions of the terms and conditions of this RFP specification.
5. The successful Bidder fails to submit PBG within the time stipulated after the issuance of PO.
6. The EMD will be refunded to:

- The successful Bidder, only after furnishing an unconditional and irrevocable Performance Bank Guarantee (PBG) for 3% of the Contract Value valid for 30 Months including claim period of 6 (six) months, validity starting from its date of issuance. The PBG shall be submitted within 15 days of the PO from AIC.
- For the purpose of PBG, the Contract Value shall be as per MIS Interface/dashboard rate quoted in the Commercial Bid multiplied by the minimum guaranteed order to be placed i.e. 3 (three).
- Liquid damage shall be the total order placed with the successful Bidder.
- The unsuccessful Bidders shall be returned the EMD, only after acceptance of the PO and submission of PBG by the successful Bidder.

4.11 Performance Bank Guarantee

- As mentioned above, the successful Bidder will furnish an unconditional and irrevocable Performance Bank Guarantee (PBG) for 3% of the Contract Value valid for 30 Months including claim period of 6 (six) months, validity starting from its date of issuance. The PBG shall be submitted within 15 days of the PO from AIC. For the purpose of PBG, the Contract Value shall be as per MIS Interface/dashboard rate quoted in the Commercial Bid multiplied by the minimum guaranteed order to be placed i.e. 3 (three).
- The PBG shall be denominated in Indian Rupees. All charges whatsoever such as premium; commission etc. with respect to the PBG shall be borne by the successful Bidder.
- The PBG so applicable must be duly accompanied by a forwarding letter issued by the issuing Bank on the printed letterhead of the issuing Bank. Such forwarding letter shall state that the PBG has been signed by the lawfully constituted authority legally competent to sign and execute such legal instruments. The executor (BG issuing Bank Authorities) is required to mention the Power of Attorney number and date of execution in his/ her favour with authorization to sign the documents.
- Each page of the PBG must bear the signature and seal of the BG issuing Bank and PBG number.
- In the event of the successful Bidder being unable to service the contract for whatever reason, AIC may invoke the PBG.
- Notwithstanding and without prejudice to any rights whatsoever of AIC under the contract in the matter, the proceeds of the PBG shall be payable to AIC as part compensation by the successful Bidder for its failure to complete its obligations under the contract. AIC shall notify the successful Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the successful Bidder is in default.
- AIC shall also be entitled to make recoveries from the successful Bidder's bills, Performance Bank Guarantee, or any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.
- The PBG may be discharged/ returned by AIC upon being satisfied that there has been due performance of the obligations of the successful Bidder under the contract. However, no interest shall be payable on the PBG.
- The format for Performance Bank Guarantee is given in Annexure VII.

4.12 Delays in Bidder's Performance

The Bidder must strictly adhere to the time schedule for providing outsourced manpower, as specified by AIC through written communications. Any delay in completion of the obligations by the Bidder will enable AIC to

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resort to any or all of the following:

- Termination of the service Contract fully or partly.
- Invocation of the Performance Bank Guarantee

4.13 Liquidated Damages / Penalty

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

4.13.2 The amount of liquidated damages/penalty under this Contract shall not exceed 10% of the total contract value. The contract value shall be as per MIS Interface/dashboard rate quoted in the Commercial Bid multiplied by the minimum guaranteed order to be placed i.e. 3 (three).

4.13.3 The liquidated damages/penalty shall be applicable under the following circumstances:

- I. If the deliverables are not submitted as per schedule, the Bidder shall be liable to pay 2.5% of the total cost of each MIS Interface/dashboard for delay of each week or part thereof.
- II. If the deliverables are not acceptable to AIC, and defects are not rectified to the satisfaction of AIC within 30 days of the receipt of the notice, the Bidder shall be liable for an amount equal to 2.5% of the total cost of each MIS Interface/dashboard for every week or part thereof for the delay.

4.14 Force Majeure

If the performance by any party to the Contract is prevented, restricted, delayed or interfered by reason of fire, explosion, cyclone, flood, war, revolution, blockage or embargo, any law, order, proclamation, ordinance, demand or requirements of any Government or authority, strikes, shutdowns or labour disputes which are not instigated for the purpose of avoiding obligations herein, or any other circumstances beyond the control of the party affected, then notwithstanding anything here before contained, the party affected shall be excused from its performance to the extent such performance relates to such events provided that the party so affected uses its best efforts to remove such cause of non-performance and when removed the party shall continue performance with utmost diligence. In the event of delay due to Force Majeure for more than one month the Contract may be terminated by both the parties mutually. Termination under such circumstances will be without any liability on either side. However, the dues for completed work to the satisfaction of AIC, shall be paid by AIC. The 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.

4.14.1 Measures to be taken:

- A Party affected by an event of Force Majeure shall continue to perform its obligations under the Assignment as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than seven (7) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- Any period within which a Party shall, pursuant to this Assignment, 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.
- During the period of their inability to perform the Services as a result of an event of Force Majeure, the Bidder, upon instructions by AIC, shall either:
 - demobilize; or
 - Continue with the Services to the extent possible, in which case the Bidder shall continue to be paid

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proportionately and on prorata basis, under the terms of this Assignment.

- In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Section 4.34.

4.15 Accounting Inspection and Audits.

The Bidder:

- Shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and
- Shall periodically permit AIC or its designated representative and/or AIC, and upto two years from expiration or termination of this Assignment, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by AIC.

4.16 Prices

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

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

No adjustment of the contract price shall be made on account of variation of costs of labor and materials or any other cost component affecting the total cost in fulfilling the obligations under the contract. The Contract price shall be the only payment, payable by the purchaser to the Bidder for completion of the contractual obligations by the Bidder under the Contract, subject to the terms of payment specified in the Contract.

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

The prices quoted by the Bidder shall include all costs such as, taxes (excluding GST only), levies, cess, excise, octroi and custom duties, installation, commissioning, insurance etc. as applicable in India, that need to be incurred. The Bidder must quote the GST in separate columns. In case of any variation (upward or downward) in GST quoted separately which has been included as part of the price bid, such variation will be borne by or passed on to AIC. Any new tax introduced by the Government after the submission of bid will be borne by AIC. The entire benefits/ advantages, arising out of fall in prices, taxes, duties or any other reason, must be passed on to AIC.

4.17 Non-negotiability on RFP

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

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All terms and conditions, payments schedules, time frame for implementation and expected service levels per this RFP will remain unchanged unless explicitly communicated by AIC in writing to the Bidders. The Bidder shall at no point be entitled to excuse themselves from any claims by AIC whatsoever for their deviations in conforming to the terms and conditions, payments schedules, expected service levels, time frame for implementation etc. as mentioned in this RFP.

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

4.18 Assignment

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

4.19 Subcontracting

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

4.20 Contract Period

- The contract period for providing Development of Analytics and MIS Interface will commence from the date of allocation of the tender to L1 and will be valid for 24 months. Field updates and Minor modifications to the tableau dashboards shall be done as per AIC requirement. AIC can extend the contract by additional period at the sole discretion of AIC. However, the terms of the contract will be mutually agreed for the extension.
- The performance of the successful Bidder shall be reviewed regularly, in case of major deviation in performance, which is not rectified within 15 days of notice, AIC reserves the right to terminate the contract at its sole discretion by giving 15 days' notice.
- Any offer falling short of the contract validity period is liable for rejection. Further AIC reserves the right to renew the contract after the expiry of the initial term on mutually agreed terms and conditions and cost.
- AIC will enter into an agreement with successful Bidder for the duration of the project. AIC reserves the right to terminate the contract, if the assignment is not proceeding in accordance with the terms of contract by issuing a notice of 30 days without prejudice to its right to claim liquidated damages.
- Any interface development carried out/ customization done specifically for AIC shall be transferred to AIC at no additional cost.
- At all times during implementation/ migration/ maintenance/ business-as-usual running, successful Bidder needs to adhere to AICs' required compliances vis-à-vis security, confidentiality, integrity and availability and also any guidelines any regulatory/ government agency on the same.

4.21 Delays in Design, Implementation and Performance Guarantee

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

- I. Claiming Liquidated Damages
- II. Termination of the agreement fully or partly

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

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4.22 Publicity

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

4.23 Privacy and Security Safeguards

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

4.24 Confidentiality

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

4.24.1 Definition of Confidential Information

4.24.1.1 For purposes of this Agreement, “**Confidential Information**” means any data or information that is proprietary to the Disclosing Party and not generally known to the public, whether in tangible or intangible form, in whatever medium provided, whether unmodified or modified by Receiving Party or its Representatives (as defined herein), whenever and however disclosed, including, but not limited to: (i) any marketing strategies, plans, financial information, projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of the Disclosing Party, its affiliates, subsidiaries and affiliated companies; (ii) plans for products or services, and customer or supplier lists; (iii) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method; (iv) any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets; (v) any other information that should reasonably be recognized as confidential information of the Disclosing Party; and (vi) any information generated by the Receiving Party or by its Representatives that contains, reflects, or is derived from any of the foregoing. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information. The Receiving Party acknowledges that the Confidential Information is proprietary to the Disclosing Party, has been developed and obtained through great efforts by the Disclosing Party and that Disclosing Party regards all of its Confidential Information as trade secrets.

4.24.1.2 Notwithstanding anything in the foregoing to the contrary, Confidential Information shall not include information which: a) was lawfully possessed, as evidenced by the Receiving Party's records, by the Receiving Party prior to receiving the Confidential Information from the Disclosing Party; (b) becomes rightfully known by the Receiving Party from a third-party source not under an obligation to the Disclosing Party to maintain confidentiality; (c) is generally known by the public through no fault of or failure to act by the Receiving Party inconsistent with its obligations under this Agreement; (d) is required to be disclosed in a judicial or administrative proceeding, or is otherwise requested or required to be disclosed by law or regulation, although the requirements of paragraph 4 hereof shall apply prior to any disclosure being made; and (e) is or has been independently developed by employees, consultants or agents of the Receiving Party without violation of the terms of this

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Agreement, as evidenced by the Receiving Party's records, and without reference or access to any Confidential Information.

4.24.2 Disclosure of Confidential Information

From time to time, the Disclosing Party may disclose Confidential Information to the Receiving Party. The Receiving Party will: (a) limit disclosure of any Confidential Information to its directors, officers, employees, agents or representatives (collectively "Representatives") who have a need to know such Confidential Information in connection with the Transaction, and only for that purpose; (b) advise its Representatives of the proprietary nature of the Confidential Information and of the obligations set forth in this Agreement, require such Representatives to be bound by written confidentiality restrictions no less stringent than those contained herein, and assume full liability for acts or omissions by its Representatives that are inconsistent with its obligations under this Agreement; (c) keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information received by it to any third parties (except as otherwise provided for herein).

4.24.3 Use of Confidential Information

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

4.24.4 Compelled Disclosure of Confidential Information

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



4.24.5 Remedies

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

4.24.6 Return of Confidential Information

The Receiving Party shall immediately return and redeliver to the Disclosing Party all tangible material embodying any Confidential Information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving therefrom, and all other documents or materials ("Notes") (and all copies of any of the foregoing, including "copies" that have been converted to computerized media in the form of image, data, word processing, or other types of files either manually or by image capture) based on or including any Confidential Information, in whatever form of storage or retrieval, upon the earlier of: (i) the completion or termination of the dealings between the parties contemplated hereunder; (ii) the termination of this Agreement; or (iii) at such time as the Disclosing Party may so request; provided however that the Receiving Party may retain such of its documents as is necessary to enable it to comply with its reasonable document retention policies. Alternatively, the Receiving Party, with the written consent of the Disclosing Party may (or in the case of Notes, at the Receiving Party's option) immediately destroy any of the foregoing embodying Confidential Information (or the reasonably non recoverable data erasure of computerized data) and, upon request, certify in writing such destruction by an authorised officer of the Receiving Party supervising the destruction).

4.25 Adherence to Terms and Conditions

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

4.26 Obligation of AIC

4.26.1 Assistance and Exemptions:

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

4.27 Substitute of Project Team Members

4.27.1 Except as AIC may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Bidder, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any Personnel, the Bidder shall forthwith provide a replacement person of equivalent or better qualifications and experience.

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4.27.2 If AIC:

- I. finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or
- II. has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Bidder shall, at AIC's written request specifying the grounds, therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to AIC.
- III. Any Personnel provided as a replacement under Clauses (I) and (II) above shall be subject to the prior written approval by AIC. All expenses for the purpose shall be borne by the Bidder.

4.28 Professionalism

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

4.29 Standard of Performance

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

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

4.30 Authorised Signatory

- The successful Bidder shall indicate the authorised signatories who can discuss and correspond with AIC, with regard to the obligations under the contract.
- Requisite power of attorney/ board resolution authorizing the signatories of the bid to respond to this RFP must be submitted along with the bid. The successful Bidder shall submit at the time of signing the contract, a certified copy of the extract of the resolution of its board, authenticated by Company secretary, authorizing an official or officials of the vendor or a power of attorney copy to discuss or sign agreements/ contracts with AIC. The Bidder shall furnish proof of signature identification for above purposes as required by AIC.

4.31 Applicable laws and jurisdictions

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

4.32 Collusive Conduct

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

By submitting a signed proposal, the Bidder certifies

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

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

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

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4.33 Fraud and Corruption

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

4.33.1 "Corrupt Practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a Public Official in the selection process or in Contract execution.

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

4.33.3 "Collusive Practices" means a scheme or arrangement between two or more Consultants, with or without the knowledge of AIC, designed to establish prices at artificial, noncompetitive levels.

4.33.4 "Coercive Practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process or affect the execution of a contract.

The Bidder shall not be involved in any of the abovementioned practices.

4.34 Settlement of Disputes

4.34.1 Amicable Settlement: Performance of the Contract is governed by the terms & conditions of the Contract, in case disputes arise between the parties regarding any matter under the Contract, either Party to the Contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 15days after receipt. If that party fails to respond within 7 days, or the dispute cannot be amicably settled within 30 days following the response of that party, Section 4.34.2 shall become applicable.

4.34.2 Arbitration: In the case of dispute arising upon or in relation to or in connection with the Contract between AIC and the Bidder, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to a sole arbitrator so appointed mutually by the parties. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

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

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

4.35 Conflict of Interest

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

4.36 Exit Management

The Bidder shall promptly on the commencement of the exit management period (maximum of 1 Month or any mutually agreed period) supply to AIC or its nominated vendors the following:

- I. Information relating to the current services rendered, performance data relating to the performance in

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relation to the reports

- II. Documentation relating to Intellectual Property Rights
- III. The Bidder shall provide uninterrupted services on existing terms till an alternate solution is available.
- IV. Before the expiry of the exit management period, the Bidder shall deliver to AIC or its nominated vendor all new or updated materials from the categories set out in point (1) above, and shall not retain any copies thereof, except that the Bidder shall be permitted to retain one copy of such materials for archival purposes only.

4.37 Transfer of Agreements

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

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

4.38 Payment Terms

4.38.1 Support charges

The Development of the MIS Interface/dashboards need to be done by Bidder at his place. No Seating space shall be provided at AIC Office.

4.38.2 Other Payment Terms

- At all times AIC would be paying only for the services utilized by AIC or deployed in production. At no point, AIC would pay for the services that is not deployed for AIC's use.
- Also, the payments for each MIS Interface/dashboard (as applicable) will be made only after the acceptance of the relevant activities/ deliverables as agreed. Any delay in achievement of the deliverables will result in further delay of the payment.
- The Bidder recognizes that all payments to the Bidder under this RFP and subsequent agreement are linked to and dependent on successful achievement and acceptance of deliverables/ activities set out as per Scope of Work and therefore any delay in achievement of such deliverables/ activities shall automatically result in delay of such corresponding payment.
- Total Cost of Ownership (TCO) will be calculated as the summation of the grand total of the price bid.
- The reasons like non-familiarity with the site conditions and/ or existing IT infrastructure will not be considered as a reason for any delay or extra claims whatsoever.
- AIC shall pay the fees due under this RFP and subsequent agreement after deducting any tax deductible at source ("TDS"), as applicable. AIC shall pay each undisputed invoice raised in accordance with this RFP and subsequent agreement, within reasonable time after its receipt unless otherwise mutually agreed in writing, provided that such invoice is dated after such Fees have become due and payable under this RFP and subsequent agreement.
- Any objection/ dispute to the amounts invoiced in the bill shall be raised by AIC within reasonable time from the date of receipt of the invoice. Upon settlement of disputes with respect to any disputed invoice(s), AIC will make payment within reasonable time after the settlement of such disputes.

4.39 Miscellaneous Terms and Conditions and Provisions

The following are some of the general terms and conditions:

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4.39.1 Bidder's Actions Requiring AIC's Prior Approval: The Bidder shall obtain AIC's prior approval in writing before taking any of the following actions:

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

4.39.2 Documents Prepared by the Bidder to be the Property of AIC: All plans, drawings, specifications, designs, reports, other documents and software prepared by the Bidder for AIC under this Assignment shall become and remain the property of AIC, and the Bidder shall, not later than upon termination or expiration of this Assignment, deliver all such documents to AIC, together with a detailed inventory thereof. If license agreements are necessary or appropriate between the Bidder and third parties for purposes of development of any such computer programs, the Bidder shall obtain AIC's prior written approval to such agreements, and AIC shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

4.39.3 Equipment, Vehicles and Materials Furnished by AIC: Equipment, vehicles and materials made available to the Bidder by AIC or purchased by the Bidder wholly or partly with funds provided by AIC, shall be the property of AIC and shall be marked accordingly. Upon termination or expiration of this Assignment, the Bidder shall make available to AIC an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with AIC's instructions. While in possession of such equipment, vehicles and material, the Bidder, unless otherwise instructed by AIC in writing, shall insure them at the expense of AIC for an amount equal to their full replacement value.

4.39.4 Equipment and Materials provided by the Bidder: Equipment or materials brought into the Government's country by the Bidder and the Personnel and used either for the Project or personal use shall remain the property of the Bidder or the Personnel concerned, as applicable.

4.39.5 Bidder not to benefit from Commissions, Discounts, etc. Furthermore, if the Bidder, as part of the Services, has the responsibility of advising AIC on the procurement of goods, works or services, the Bidder shall comply with AIC's applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of AIC. Any discount or commission obtained by the Bidder in exercise of such procurement responsibility shall be for AIC. **Bidder and Affiliates Not to Engage in Certain Activities:** The Bidder agrees that, during the term of this Assignment and after its termination, the Bidder and any entity affiliated with the Bidder, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Bidder's Services for the preparation or implementation of the project.

4.39.6 Nothing contained in these Terms and Conditions be construed as establishing or creating between the Parties, a relationship of Master and Servant or Principal and Agent.

4.39.7 Any failure or delay on the part of any Party to exercise right or power under these Terms and Conditions shall not operate as waiver thereof.

4.39.8 The Bidder shall notify AIC of any material change in their status, in particular, where such change would impact on performance of obligations under this Assignment.

4.39.9 The Bidder shall at all times indemnify and keep indemnified AIC against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.

4.39.10 The Bidder shall at all times indemnify and keep indemnified AIC against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Bidder's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Bidder.

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

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

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

4.39.14 Limitation of Liability: Unless otherwise stated in this Assignment, neither Party shall, in any event, regardless of the form of claim, be liable for (a) any indirect, special, punitive, exemplary, speculative or consequential damages, including but not limited to, any loss of use, loss of data, business interruption, and loss of income or profits, unless it had an advance notice of the possibility of any such damages; or (b) damages relating to any claim that accrued more than two (2) years before the institution of adversarial proceedings thereon.

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

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

4.39.17 Notwithstanding anything mentioned in this RFP, the following shall be excluded from purview of limitation of liability.

4.39.18 Breach of Confidentiality

- Breach of Intellectual Property
- Breach of gross negligence
- Breach of willful misconduct
- Indemnity clause

4.40 Fairness and Good Faith

- **Good Faith:** The Parties undertake to act in good faith with respect to each other's rights under this Assignment and to adopt all reasonable measures to ensure the realization of the objectives of this Assignment.
- **Operation of the Assignment:** The Parties recognize that it is impractical in this Assignment to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Assignment either Party believes that this Assignment is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but on failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Section 4.40 hereof.

4.41 Normalization of bids

- AIC will go through a process of technical evaluation and normalization of the bids to the extent possible and feasible to ensure that Bidders are more or less on the same technical ground. After the normalization process, if AIC feels that any of the bids need to be normalized and that such normalization has a bearing on the commercial bid; AIC may at its discretion ask all the technically shortlisted Bidders to resubmit the updated eligibility and commercial bids once again for scrutiny. AIC can repeat this normalization process

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at every stage of technical submission till AIC is reasonably satisfied. The Bidders agree that they have no reservation or objection to the normalization process and all the eligibility short-listed Bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to AIC during this process. The Bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process. Any non-compliance to the normalization process may result in disqualification of the concerned Bidder.

- AIC may call for any clarifications/ additional particulars required, if any, on the eligibility / commercial bids submitted. The Bidder has to submit the clarifications/ additional particulars in writing within the specified date and time. The Bidder's offer may be disqualified, if the clarifications/ additional particulars sought are not submitted within the specified date and time. AIC reserves the right to call for presentation(s), product walkthroughs, on the features of the solution offered etc., from the Bidders based on the eligibility bids submitted by them. AIC also reserves the right to conduct reference site visits at the Bidder's client sites. Based upon the final technical scoring, short listing would be made of the eligible Bidders for final commercial bidding.



5 Instructions to Bidder

5.1 Bidding process

Process for submission of bids

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

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

- Development of Analytics and MIS Interface - Eligibility Bid
- Development of Analytics and MIS Interface - Commercial Bid

The Bids will be submitted as below:

I. ELIGIBILITY BID

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

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

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

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

II. EMD

The Bidder shall furnish, as part of his Bid a tender processing fees of INR 5000 in the form of NEFT/RTGS and EMD of INR 50,000 in the form of a Bank Guarantee issued by a Nationalized / Scheduled Bank in favor of "Agriculture Insurance Company of India Limited" payable at New Delhi, and the Eligibility Bid at the e-tender portal.

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

III. COMMERCIAL BID

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

5.2 Submission of Documents in the Bids

The documents in the bids will be submitted as below:

5.2.1 ELIGIBILITY BID

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

- Cover Letter (*Annexure I*)
- Bid Undertaking Letter (*Annexure II*)
- Confirmation of Terms & Conditions (*Annexure III*)
- Self-declaration of relevant experience (*Annexure IV*)

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- Confirmation of Eligibility Criteria and Proof to be submitted (*Annexure V*)

5.2.2 EMD

The EMD shall be submitted along with tender processing fees, if not already paid. (*Annexure VI*)

5.2.3 COMMERCIAL BID

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

- I. Commercial Compliance Statement (*Annexure VII*)
- II. Bill of Materials (*Annexure IX*)

Bidder should submit their Commercial Quotes ONLY in the Commercial Bill of Materials (*Annexure IX*) 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.

5.3 Signing of RFP Bids

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

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

5.4 Submission of Bids

Bids duly sealed should be submitted ONLINE at:

Deputy Manager,
Research and Development Department,
Agriculture Insurance Company of India Ltd. (AIC)
Plate B&C, Fifth Floor,
Block 1, East Kidwai Nagar
New Delhi -110023
Email – HO-R&Dgroup@aicofindia.com

On or before the last Date and Time for bid submission.

Any other mode of submission, e.g. by courier, fax, e-mail etc. will not be accepted.

5.5 Late Bids

Any bid received after the due date and time for receipts of bids as prescribed in this RFP will not be considered and returned unopened to the Bidder.

5.6 Opening of Bids

- Bids received within the prescribed closing date and time will be opened in presence of Bidders' representatives who choose to attend the opening of the bids on the specified date and time as mentioned earlier in the RFP document. The Bidder's representatives present shall sign a register of attendance and minutes and they should be authorised by their respective companies to do so. A copy of the authorization letter should be brought for AIC to verify.
- The bids shall be opened in 2 phases.

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- In Phase 1, after ascertaining the payment of fee and EMD, the eligibility Bid including eligibility bid will be opened per the schedule given in the RFP by eligibility I Bid Opening Committee of AIC appointed for the purpose in the presence of Bidder(s) who choose to attend the meeting and sign a register evidencing their attendance. However, the eligibility Bid will be evaluated only for the Bidders who satisfy all the eligibility criteria.
- In Phase 2, Commercial Bids of only Bidders who are found to be technically qualified after meeting the eligibility 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.
- 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.

5.7 Clarification of Bids

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

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

5.8 Address for Communication

Point of Contact:	Deputy Manager (R & D)
Address:	Deputy Manager, Research and Development Department, Agriculture Insurance Company of India Ltd. (AIC) Plate B&C, Fifth Floor, Block 1, East Kidwai Nagar New Delhi -110023 Email – HO-R&Dgroup@aicofindia.com

5.9 Soft Copy of RFP Document

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

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

5.10 Bid validity period

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

Classification: **Restricted**



5.11 Rejection of Bids

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

5.12 Debarment from bidding

(i) A Bidder shall be debarred if he has been convicted of an offence—

(a) under the Prevention of Corruption Act, 1988; or

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

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

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

5.13 Award of Contract

Following the evaluation, contract may be awarded to the Bidder whose has quoted the lowest in commercial bid. i.e. L1. AIC reserves the right to award the contract in whole or in part.

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

5.14 Signing of Contract

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

5.15 Legal Compliance

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

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

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



5.16 Amendment to Contract

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

5.17 Code of Integrity

The Bidder needs to submit undertaking in this regard. Refer Annexure X and XI.



6 ANNEXURES

Annexure I: Cover Letter

RFP No: R&D/Analytics&MISInterface/09.09.2021

Date:

To,
Deputy Manager,
Research and Development Department,
Agriculture Insurance Company of India Ltd. (AIC)
Plate B&C, Fifth Floor,
Block 1, East Kidwai Nagar
New Delhi -110023

Dear Sir,
Sub: RFP no. R&D/Analytics&MISInterface/09.09.2021

Having examined the RFP documents including all annexure the receipt of which is hereby duly acknowledged, we, the undersigned, offer to Development of Analytics and MIS Interface and related services to AIC as mentioned in RFP document in conformity with the said RFP documents in accordance with the Commercial bid and made part of this RFP.

We understand that the RFP provides generic specifications about all the items and it has not been prepared by keeping in view any specific Bidder. We understand that the RFP floated by AIC is a confidential document and we shall not disclose, reproduce, transmit or make it available to any other person.

We have read, understood and accepted the terms/ conditions/ rules mentioned in the RFP. Until a formal contract is prepared and executed, this RFP offer, together with AIC's written acceptance thereof and AIC's notification of award, shall constitute a binding contract between us.

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

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

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

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

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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



Annexure II: Bid Undertaking Letter

Date:

To,
Deputy Manager,
Research and Development Department,
Agriculture Insurance Company of India Ltd. (AIC)
Plate B&C, Fifth Floor,
Block 1, East Kidwai Nagar
New Delhi -110023

Dear Sir,

Sub: RFP no. R&D/Analytics&MISInterface/09.09.2021

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

1. We have quoted for all items as requested by Agriculture Insurance Company of India Limited in the RFP and stand committed to deliver to the highest standards and quality to meet the timelines of the project. Our bid submission is in line with the requirements of Agriculture Insurance Company of India Limited as stated in the RFP.
2. We confirm that we have factored in all costs and expenses for meeting the complete scope and deliverables of the RFP.
3. We are completely aware of the requirements and timelines specified by AIC and are committed to adhering to the same. We have also clearly taken note of the requirements of AIC and expectations from us and wish to confirm that we have taken care of every aspect to meet the same.
4. We have clearly understood AIC's requirements and wish to confirm that we abide by the terms and conditions of the RFP issued thereafter.
5. We confirm and understand that all arithmetical totalling errors will be corrected for the purpose of evaluation only and the consideration of that error for payment would be completely according to AIC's discretion. We also confirm and understand that for all other errors which we have made in the bid, AIC for the purpose of evaluation will take the corrected amount based on the price quoted by us in the price sheets but the payment of such amounts would be completely according to AIC's discretion.
6. We confirm that we will provide the best of our resources and the people proposed by us will be dedicated to AIC for the sake of resource continuity. Further, we also confirm that AIC may interview the key resources proposed by us and confirm their acceptability. In any event if a resource is found unfit by AIC we agree to change the same and provide AIC with a replacement of equal or higher qualification and experience within reasonable time so as to not affect the services/project timelines.
7. We confirm and understand that AIC has an aggressive rollout schedule and we will adhere to the rollout schedule at no additional cost/burden to AIC.
8. We confirm that the prices and values quoted by us encompass the complete scope of the project and we will ensure that the quality of deliverables for the project is not affected due to any pricing pressures.
9. We will be the single point of contact/reference to AIC. AIC will enter into agreement with us only.

Place:

Date:

Seal and signature of the Bidder

(This letter should be on the letterhead of the Bidder duly signed by an authorised signatory)

Classification: **Restricted**



Annexure III: Confirmation of Terms and Conditions

RFP No: R&D/Analytics&MISInterface/09.09.2021

Date:

To,
Deputy Manager,
Research and Development Department,
Agriculture Insurance Company of India Ltd. (AIC)
Plate B&C, Fifth Floor,
Block 1, East Kidwai Nagar
New Delhi -110023
Dear Sir,

Sub: RFP no. R&D/Analytics&MISInterface/09.09.2021

Further to our proposal dated _____, in response to the Request for Proposal for Development of Analytics and MIS interface (hereinafter referred to as "RFP") issued by Agriculture Insurance Company of India Limited (AIC) we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original RFP documents issued by AIC, provided however that only the list of deviations furnished by us below, which are expressly accepted by AIC and communicated to us in writing, shall form a valid and binding part of the aforesaid RFP document.

AIC is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and AIC's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Deviations

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

Place:

Date:

Seal and signature of the Bidder

Classification: **Restricted**

R&D/Analytics&MISInterface/24.10.2021



Annexure IV: Self declaration of relevant experience

To,
Deputy Manager,
Research and Development Department,
Agriculture Insurance Company of India Ltd. (AIC)
Plate B&C, Fifth Floor,
Block 1, East Kidwai Nagar
New Delhi -110023

Dear Sir,
Ref. Your RFP: R&D/Analytics&MISInterface/09.09.2021

1. Details of Experience in Development of Tableau Software (please enclose proof of the same)
2. Details of Certification and experience in Data Science Stream (please enclose proof of the same)
3. Details of Experience in Actuarial related work in the field of General Insurance Company (please enclose proof of the same)
4. Links of sample Tableau Dashboards hosted in Tableau Public profile

Yours faithfully,

.....

[signature with date, name and designation] for and on
behalf of the Bidder
(name & address)

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**Annexure V: Confirmation of Eligibility Criteria and Proof to be submitted**

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

S.No	Criteria	Proof to be submitted	Are the requirements complied? (Y/N)
1	The Bidder should be a Government Organization/ PSU/ or a Limited Company/ Private Limited Company/ Partnership/ LLP firm under companies act in India	<ul style="list-style-type: none">Self-attested copy of the Certificate of Incorporation / Certificate of Commencement of Business to be submitted.	
2	Tableau Certified Desktop Associate or Tableau Certified Desktop Professional and experience in developing Tableau dashboards and Data Science	<ul style="list-style-type: none">Undertaking on Bidder's letterhead with details of experience in development of Tableau SoftwareSelf-attested Copy of Certificate provided by TableauDetails of experience in Data Science Stream	
3	Minimum 2 years' Experience in Actuarial related work in the field of General Insurance Industry and a minimum of 5 Actuarial Exams from Institute of Actuaries of India (IAI) or Institute and Faculty of Actuaries (IFoA), UK	<ul style="list-style-type: none">Undertaking on Bidder's letterhead along with Details of Experience in Actuarial related work in the field of General InsuranceExperience certificate from clients/ companiesExam qualification certificate/results letter from IAI or IFoA	
4	Sample Tableau MIS Interface/dashboard hosted in Tableau Public profile for technical evaluation and link to be provided along with RFP application	Link to be provided for evaluation	
5	Bidder should not be blacklisted by Central / any State Government / PSU's as on the date of bid submission.	Self-Declaration on Bidder's Letterhead	
6	Authorization to sign the bid	Power of attorney or duly signed authorization letter (by power of attorney holder, copy of which to be attached)	
7	Financial capacity (including prior turnover and profit made in last years)	Audited Balance Sheet of past 2 years	

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.

Classification: **Restricted**



- d. While submitting the bid, the Bidder is required to comply with inter alia the following CVC guidelines detailed in Circular No. 03/01/12 (No.12-02-6 CTE/SPI (I) 2 / 161730 dated 13.01.2012): 'Commission has decided that in all cases of procurement, the following guidelines may be followed:
- If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same RFP for the same item/product.'
 - The decision of the AIC shall be final and binding in this regard. Deviations will be grounds for disqualification.

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



Annexure VI: Format of Bank Guarantee (EMD)

(To be stamped in accordance with stamp act)

Date:

Bank Guarantee no.:

To,
Deputy Manager,
Research and Development Department,
Agriculture Insurance Company of India Ltd. (AIC)
Plate B&C, Fifth Floor,
Block 1, East Kidwai Nagar
New Delhi -110023

Dear Sirs,

In accordance with your proposal reference no. _____ dated _____ M/s _____ having its registered office at _____ herein after called 'Bidder') wish to participate in the said proposal for implementation and training of Tableau Software including the required hardware & software at Agriculture Insurance company of India having its office at Plate B&C, Fifth Floor, Block 1, East Kidwai Nagar, New Delhi -110023

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

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

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

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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 authorised officer has set its hand stamped on this _____ Day of _____ 2021 at _____ Signed, sealed and delivered by Mr.

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

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

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

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

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

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

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

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

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

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:
Mobile No:

(Authorised Signatory)
Name:
Designation:



Annexure VII: 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 R&D/Analytics&MISinterface/09.09.2021 covering supply of _____ (hereinafter called the said 'contract') entered into between Agriculture Insurance Company of India Limited (hereinafter called the Purchaser) and _____ (hereinafter called the Vendor) this is to certify that at the request of the Vendor, we _____ (Name of the Bank), are holding in trust in favour of the Purchaser, the amount of Rupees _____ (write the sum herein words) to indemnify and keep indemnified the Purchaser against any loss or damage that may be caused to or suffered by the Purchaser by reason of any breach by the Vendor of any of the terms and conditions of the said contract and/ or in the performance thereof. We agree that the decision of the Purchaser, whether any breach of any of the terms and conditions of the said contract and/ or in the performance thereof has been committed by the Vendor and the amount of loss or damage that has been caused or suffered by the Purchaser shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Purchaser.

We _____ (Name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said contract by the Vendor i.e. till _____ (viz. the date up to 30 months after the date of signing of the contract between the Vendor and the Purchaser) hereinafter called the said date and that if any claim accrues or arises against us _____ (Name of the Bank) by virtue of this guarantee before the said date, the same shall be enforceable against us _____ (Name of the Bank), notwithstanding the fact that the same is enforced within six months' after the said date, provided that notice of any such claim has been given to us _____ (Name of the Bank), by the Purchaser before the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the Purchaser.

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

We undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Vendor in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present bond being absolute and unequivocal.

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

We _____ (Name of the Bank), further agree that the Purchaser shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the

Classification: **Restricted**



terms and conditions of the said contract or to extend time of performance by the Vendor from time to time or to postpone for any time from time to time any of the power exercisable by the Purchaser against the said Vendor and to forebear or enforce any of the terms and conditions relating to the said contract and we, ___ (Name of the Bank), shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Vendor or for any forbearance by the Purchaser to the said Vendor or for any forbearance and/ or omission on the part of the Purchaser or any other matter or thing what-so-ever, which under the law relating to sureties, would, but for this provision have the effect of so releasing us from liability under this guarantee.

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

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

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

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

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

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

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

Classification: **Restricted**



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

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

Office Seal

(Authorised Signatory)

Place:

Name:

Date:

Designation:

Mobile No:

Business Address:

Classification: **Restricted**



Annexure VIII: Commercial Compliance Certificate

RFP No: R&D/Analytics&MISInterface/09.09.2021

Date:

To,
Deputy Manager,
Research and Development Department,
Agriculture Insurance Company of India Ltd. (AIC)
Plate B&C, Fifth Floor,
Block 1, East Kidwai Nagar
New Delhi -110023

Dear Sir,

Sub: RFP no. R&D/Analytics&MISInterface/09.09.2021

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

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

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

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

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

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

Place:

Date:

Seal & Signature of the Bidder

Note:

- The Bidder will have to work as per the timing of AIC

Classification: **Restricted**

Classification: **Restricted**



- AIC reserves the right to renew the contract post completion of the Tenure at mutually agreed price

Classification: **Restricted**

Classification: **Restricted**



Annexure IX: Bill of Materials

COMMERCIAL BID

To,
Deputy Manager,
Research and Development Department,
Agriculture Insurance Company of India Ltd. (AIC)
Plate B&C, Fifth Floor,
Block 1, East Kidwai Nagar
New Delhi -110023

Dear Sir,
Request for Proposal

"RFP FOR Development of Analytics and MIS Interface "
Reference Number: R&D/Analytics&MISInterface/09.09.2021

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

SL	Activity	Unit	Price per MIS Interface/Dashboard	Total Amount (Rs.)
1	Development of Analytics and MIS Interface	10 (Ten)		
Total Bid Amount (in figure)				

Total Amount (in words): _____

The amount is including any taxes (but excluding GST only) and levies but excluding Good and Services Tax (GST) and is a fixed price. The GST shall be paid by AIC. For the purpose of L-1 commercial evaluation only the Total Bid Amount (in figure) will apply.

Note: GST at the time of payment shall also be reimbursed by AIC.

Terms and Conditions –

- 1) The above quoted fee is for all the phases as laid out in RFP.
- 2) We undertake to deliver all the deliverables as in RFP document.
- 3) AIC will deduct tax (TDS) while releasing payment, as applicable in law.
- 4) Tableau Licenses are being procured separately and shall be provided by AIC and hence the cost of the same shall not be included in commercial bid.
- 5) The minimum no. of MIS Interface/dashboards to be ordered will be 3 (Three MIS Interface/dashboards). AIC does not guarantee any work order for development of MIS Interface/dashboard over and above 3 nos.

Date:

Place:

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(Signature)

(In the capacity of)

Duly authorised to sign Proposal for and on behalf of Bidder

Business Address

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Annexure X: Undertaking By Bidder

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

UNDERTAKING BY BIDDER

Date:

To,
Deputy Manager,
Research and Development Department,
Agriculture Insurance Company of India Limited
Plate B&C, Fifth Floor,
Block 1, East Kidwai Nagar
New Delhi -110023

Dear Sir,

SUB: "RFP FOR DEVELOPMENT OF ANALYTICS AND MIS INTERFACE"

RFP Number - R&D/Analytics&MISInterface/09.09.2021

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

Signature and seal of authorised person

Date:

Place:

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R&D/Analytics&MISInterface/09.09.2021



Annexure XI: Integrity Pact

INTEGRITY PACT

B e t w e e n

THE AGRICULTURE INSURANCE COMPANY OF INDIA LIMITED (AICL) hereinafter referred to as “**The Principal**” and _____ hereinafter referred to as “**The Bidder / Contractor**”

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for providing services_____.

The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and/or Contractor (s).

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

In order to achieve these goals, the Principal will enter into this pre-contract Agreement, with every contractor / Sub-contractor/Vendor/Agency/Supplier/Bidder with whom the Principal intends to enter into any contract above the threshold value of Rs. 2 Crs (Rs. Two crores), falling under the scope of the AIC Procurement Guidelines as amended from time to time and administrative instructions issued thereon.

Section 1 – Commitments of the Principal

1. The Principal Commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third

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- party, any material or immaterial benefit which the person is not legally entitled to.
- b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the Bid process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Bid process or the contract execution.
 - c) The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC / PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

1. The Bidder(s) / Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Bid process and during the contract execution.
 - a. The Bidder(s) / Contractor(s) will not directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC / PC Act, further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competitive or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents / representatives in India, if any. Similarly, the Bidder(s) / Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
 - e. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments will be made in Indian Rupees Only.
 - f. The Bidder(s) / Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - g. Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
2. The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to the offences.

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

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

Section 4 – Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract Value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

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

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

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

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

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

Section 8 – Independent External Monitor

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval by the Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It would be obligatory for him/her to treat the information and documents of the Bidders/Contractors as confidential. He reports to the Chairman cum Managing Director, The Agriculture Insurance Company of India Limited.
3. The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors.
4. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Subcontractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at later date, the IEM shall inform the CMD, AICIL and recuse himself/herself from that case.
5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project, provided such meetings should have an impact on the contractual relations between the principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the principal and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

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7. The Monitor will submit a written report to the CMD, AICL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposal for correcting problematic situations.
8. If the Monitor has reported to the CMD, a substantiated suspicion of an offence under relevant IPC /PC Act, and the CMD has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word 'Monitor' would include both singular and plural.

Details of Independent External Monitors:

Sh. V. Venkatachalam, (IAS Retd.) No. 92, Ram Nagar, North Extn., 6th Main Road, Vijaya Nagar, Velachery, Chennai - 600 042. Email- vvenkat1952@yahoo.co.in	Ms. Arundhaty Ghosh, IPOs (Retd.) CG 151, 1st floor, Sector II, Salt Lake, Kolkata- 700 091. Email - arundhatyg@gmail.com
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Section 9 – Pact Duration

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

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

Section 10 – Other provisions

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

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Integrity Pact will prevail.

For & On behalf of the Principal)

(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place: _____

Date : _____

Witness 1:

(Name & Address)

Witness 2 :

(Name & Address)

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Annexure XII: Queries Template

Bidder shall submit all queries on or before the prescribed date and time (refer Tender Notice), through email (only) with subject line as “Queries <Tender Number> Bidder’s Name” in the following format in Microsoft Excel File, titled – Queries_<Tender Number>_<Bidder’s Name>:

Sheet 1: Bidder’s Information

Information Sought	Details provided by the bidder
Name (Authorized Signatory)	
Designation	
Company	
Address	
Contact Number	
e-Mail ID	
Date	

Note: Please paste the table above in email body as well

Sheet 2: Clarification Requested

#	Page No.	Section Name	Section No.	Statement as per RFP	Query by bidder

Note 1: Queries submitted in any other format will be rejected at the sole discretion of AIC

Note 2: There shall be no merging of cells that should be undertaken for purpose of submissions.

Note 3 It is required that proper spell checks are undertaken and proper formats are followed.

Note 4: Non-adherence to the above instruction may result in rejection of the queries

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7 Instructions for e-tendering

Definitions:

a. E-procurement Technologies Limited:

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

b. ETL e-Procurement Portal:

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

Pre-requisites:

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

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