

F.No.13018/01/2017-Credit II
Government of India
Ministry of Agriculture & Farmers Welfare
Department of Agriculture Cooperation & Farmers Welfare
Krishi Bhawan, New Delhi

Corrigendum-04 Dated 06th May 2020

For

Request For Proposal For Development, Operation & Maintenance Of Enhanced Version Of National Crop Insurance Portal (EV-NCIP)

Tender ID 2020_DACO_550930_1

Following Corrigendum is made for the RFP dated 09.03.2020 and Corrigendum 1&3:-

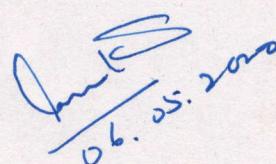
| Clause | Current Clause | Revised Clause |
|-----------------|---|---|
| 3.4.c (Page 32) | Provisioning for Hardware and software or Cloud Native Services (license subscription) including its upgradation shall be the responsibility of the strategic partner for maintaining the SLAs. The bidders shall therefore be required to present the hardware and software plan to be offered along with specifications at the time of presentation during the technical evaluation | Provisioning of Cloud Infrastructure with MEITY Empaneled CSP shall be the responsibility of the strategic partner for maintaining the SLAs. The bidders shall therefore be required to present solution to be hosted on cloud (and include as many managed services in the solution) along with specifications at the time of presentation during the technical evaluation. The proposed Cloud Infrastructure should be able to scale to meet peak demand with no impact on performance (auto-scaling). The proposed Cloud Infrastructure and solution shall be maintained by the partner throughout the project and shall not vary during implementation. Any variation without Department's approval, will lead to disqualification. |
| 3.4.j (Page 33) | The strategic partner shall be at liberty to use existing hardware deployed by the department or use the Virtual Private Cloud /Government Community Cloud Services of MEITY Empanelled Cloud Service Provider. However, in case of any movement on cloud base system the entire cost will be borne by the strategic Partner. | The strategic partner to use Virtual Private Cloud /Government Community Cloud Services of MEITY Empanelled Cloud Service Provider. The entire cost for movement on cloud base will be borne by the strategic Partner. None of the existing licenses and software assurances will be made available to Strategic Partner for migration to Cloud. |
| 3.4.k (Page 33) | The existing setup is hosted on NIC data center on stand alone servers and any further hardware enhancement or software hosting shall be executed on the same environment or on MEITY empaneled Cloud Service Provider | The existing setup is hosted on NIC data center on stand alone servers; however, such environment is required to be migrated to proposed MEITY empanelled Cloud Service Provider. Any further hardware or software enhancement required will be provisioned for by the Strategic Partner. It is further highlighted, in case of any clause that may be in conflict to the current clause, current clause will |

A handwritten signature in blue ink, followed by the date "06.05.2020" written below it.

| Clause | Current Clause | Revised Clause |
|--------------------|--|---|
| | | prevail in the RFP. |
| 3.8 (i) page 37 | <p><u>System Availability SLA</u></p> <p>This SLA will be reviewed on quarterly basis and will be applicable after two months from the signing of the agreement. It is to be noted that downtime due to infrastructure will not be considered under downtime calculation.</p> | <p><u>System Availability SLA</u></p> <p>This SLA will be reviewed on quarterly basis and will be applicable after two months from the signing of the agreement.</p> |
| 3.8 (i) , page 37 | <p><u>System Availability SLA</u></p> <p>Column 6, Penalty</p> | <p><u>Following is added as Note below the column at Pg 37 :</u></p> <p>** The penalty shall be applied as percentage of total project cost.</p> |
| 3.8 (ii), page 38, | Project Timelines SLA , Column 5 "Target" | Replace the Existing figures with the revised figures as provided in Appendix 5 |
| 3.8 (ii) page 38 | <p>Project Timelines SLA</p> <p>@ The penalty is applicable on the fees associated with the particular function/ feature, calculated on pro-rata basis, that has been delayed for Go-Live. Further, for delays beyond control of bidder, the penalty shall not be applicable. For the same, bidder is to inform the DAC&FW in advance for the reason for delay.</p> | <p>Revised Appendix-5</p> <p>@ The penalty is applicable on the fees associated with the particular module, calculated on pro-rata basis, that has been delayed for Go-Live. Further, for delays beyond control of bidder, the penalty shall not be applicable. For the same, bidder is to inform the DAC&FW in advance for the reason for delay and the reason has to be acceptable to DAC&FW.</p> |
| 3.8 | Existing clause 3.8 | <p>Additional Clause is added Service Level Agreement; Performance SLAs Performance SLAs;</p> <p>Refer Appendix 1</p> |
| 3.1.2 | <p>Additional Clause</p> <p>Rationale:</p> <p>In order to avoid any deviation related to the solution proposed vis-à-vis actual implementation undertaken by the Strategic Partner; Following is added to section 3.1.2 of Part-I of RFP after scoring criteria:</p> | No change is allowed in Technology Solution/ Architecture Design/ CSP/ Tools to be used for various processes etc. proposed as part of Presentation and Blue for Criterion: Serial Number 10 & 11, without prior approval of DAC&FW after requesting the same with valid reasoning. Any failure in adhering to the same will lead to disqualification and cancellation of contract. |

June 05, 2020

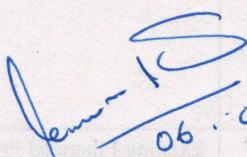
| Clause | Current Clause | Revised Clause |
|---|---|---|
| FORM-5 Page-88, Financial Capacity of the Applicant | Existing Format Column 4 Annual Revenue (Rs in Crores) | Revised Form 5, Column 4 wherein Annual Revenue is replaced with Profit Before Tax (Rs in Crores); Refer Appendix-2 |
| Appendiz 3, FORM-1; Letter of Proposal; Page-83 | <p>Letter of Proposal, Point 1</p> <p>With reference to your RFP Document dated , I/We, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Strategic Partner (the "Strategic Partner") for development, operation & maintenance of enhanced version of national crop insurance portal (EV-NCIP). The proposal is unconditional and unqualified.</p> | With reference to your RFP Document dated , I/We, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Strategic Partner (the "Strategic Partner") for development, operation & maintenance of enhanced version of national crop insurance portal (EV-NCIP). The proposal is unconditional and unqualified. Refer Appendix-3 for the revised Form 1 |
| FORM-6 Page-89 | <p>Eligible Assignments Of Applicant, Coloumn 1, Row 7 & 8</p> <p>Estimated Capital Cost of Project (in Rs. Crore or US \$ million):</p> <p>Payment received by the Applicant as a professional fees (in Rs crore)</p> | <p>Revised Coloumn 1 Row 7& 8 are as below:</p> <p>Total Contract Value (in Rs crore or US\$ million):</p> <p>Payment received (in Rs. crore):</p> <p>Refer Appendix-4 for revised Form 6</p> |
| FORM-2 Page- 94 | <p>Existing Financial Proposal, Form 2, bullet point 3</p> <p>Cost break up shall also be provided in a separate sheet. In case of any discrepancy between the amount in words and in figures, the amount in words</p> | In case of any discrepancy between the amount in words and in figures, the amount in words will prevail. |



A handwritten signature in blue ink, appearing to read 'Jai' or 'Jay', followed by the date '06.05.2020' written diagonally below it.

| Clause | Current Clause | Revised Clause | | | | | | | | |
|--|---|--|------|----------------------------|------------|--|-------------------|------|----------------------------|-------------------|
| | will prevail. | | | | | | | | | |
| Part-I Instructions to Bidders , 1. Introduction to Project Overview , Clause1.17 Schedule of Selection Process, Point no 5 and wherever it is appearing in the RFP | <table border="1"> <tr> <th>Event Description</th> <th>Date</th> </tr> <tr> <td>Proposal Due Date (PDD)</td> <td>08/05/2020</td> </tr> </table> | Event Description | Date | Proposal Due Date (PDD) | 08/05/2020 | <table border="1"> <tr> <th>Event Description</th> <th>Date</th> </tr> <tr> <td>Proposal Due Date (PDD)</td> <td>16/05/2020</td> </tr> </table> | Event Description | Date | Proposal Due Date (PDD) | 16/05/2020 |
| Event Description | Date | | | | | | | | | |
| Proposal Due Date (PDD) | 08/05/2020 | | | | | | | | | |
| Event Description | Date | | | | | | | | | |
| Proposal Due Date (PDD) | 16/05/2020 | | | | | | | | | |
| 2.14 Submission of Proposal | <p>b) The EMD/ Bid Security shall be posted and received/ given in person in original on or before PDD to Procurement Specialist, TSU-UNDP (Credit-II), DAC & FW, Room no. 113, Shastri Bhawan, New Delhi-110001.</p> | <p>b) The EMD/Bid Security generated by the Bank before the Proposal Due Date (PDD) and shall be scanned and uploaded as part of Technical Bid.</p> <p>The Technical bids without the scanned copy of EMD/Bid security will be rejected and not be undertaken for further evaluation.</p> <p>The dates for submission of hard copy of the EMD/Bid security will be intimated later to all the participants whose bids have been received by the Department. All the participating bidders shall be in position to submit the valid original EMD/Bid security as and when asked by the Department, failing which will be liable to be disqualified from the tender process.</p> | | | | | | | | |

All other terms and conditions of the RFP shall remain unchanged.



06.05.2020

(Kamna R Sharma)
Dy. Commissioner (Credit)

Appendix 1: Service Level Agreement

| Performance SLAs | | | Metric Type | Definition | Target | Penalty |
|------------------|--|---------|---|---|---|---|
| Sr. No. | Category/ Component | | | | | |
| 1.1 | Average page loading time for all services accessible on 4G network or 1Mbps network+ | seconds | Page loading time measured daily basis and for number of instances where the SLA has been breached. For example, if 100 hits have been obtained in the day, not more than 5% of the same should breach the SLA | 95% of traffic served within the limit of 2 seconds | No of Days with breach per month: <ul style="list-style-type: none"> • 1 Day: 1% • 2 Days: 2% • 3 Days: 3% • 4 Days: 4% • 5 Days: 5% | No of Days with breach per month: <ul style="list-style-type: none"> • 1 Day: 1% • 2 Days: 2% • 3 Days: 3% • 4 Days: 4% • 5 Days: 5% |
| 1.2 | Transaction response time except the transactions mentioned in 1.3 below on 4G network or 1Mbps network+ | seconds | Transaction loading time measured daily basis and for number of instances where the SLA has been breached. For example, if 100 hits have been obtained in the day, not more than 5% of the same should breach the SLA | 95% of traffic served within the limit of 2 seconds | The penalty shall be calculated as percentage of total O&M cost. | The penalty shall be calculated as percentage of total O&M cost. |
| 1.3 | Transaction response time involving uploading/ downloading of documents (avg. size 2 MB) on 4G network or 1Mbps network+ | seconds | Transaction loading time measured daily basis and for number of instances where the SLA has been breached. For example, if 100 hits have been obtained in the day, not more than 5% of the same should breach the SLA | 95% of traffic served within the limit of 5 seconds | | |

It is to be noted that Strategic Partner is required to provide a SLA dashboard that is accessible to DAC&FW at all times post takeover of NCIP application for all SLAs defined in RFP. Further, it should provide alerts of all instances of SLA breach and have it showcased on the dashboards. The SLA breaches should be recorded in accordance to the defined SLA in RFP.

APPENDIX-2

FORM-5 (FINANCIAL CAPACITY OF THE APPLICANT)

| S. No. | Financial Year | Annual Turnover (Rs. in Crores) | Profit Before Tax (Rs in Crores) |
|--------|----------------|------------------------------------|-------------------------------------|
| 1. | 2018-19 | | |
| 2. | 2017-18 | | |
| 3. | 2016-17 | | |

Certificate from the Company Secretary/Statutory Auditor^s

I certify that the information given above is correct as per Company's records.

(Signature, name and designation of the authorized signatory)

Date:

Name and seal:

- ^{\$} In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

[Handwritten signature]
06.05.2020

APPENDIX-3

Form-1 (Letter of Proposal)

(On Applicant's letter head)

(Date and Reference)

To,

[]

Sub: Selection of Strategic Partner for Development, Operation & Maintenance of Enhanced Version of National Crop Insurance Portal (EV-NCIP).

Dear Sir,

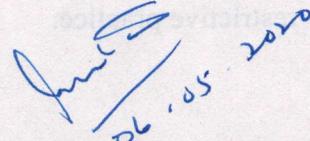
1. With reference to your RFP Document dated, I/We, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Strategic Partner (the "Strategic Partner") for development, operation & maintenance of enhanced version of national crop insurance portal (EV-NCIP). The proposal is unconditional.
2. I/We acknowledge that DAC & FW will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Strategic Partner, and we certify that all information provided in the Proposal and in the Appendices is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Strategic Partner for the aforesaid Project.
4. I/We shall make available to DAC & FW any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of DAC & FW to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/We declare that:
 - (a) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by DAC & FW;
 - (b) I/We do not have any conflict of as per the provisions of the RFP Document;
 - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with DAC & FW or any other public sector enterprise or any government, Central or State; and
 - (d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

8. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Strategic Partner, without incurring any liability to the Applicants in accordance with the terms of the RFP document.
9. I/We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
10. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
11. I/We further certify that no investigation by a regulatory authority is pending against us.
12. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or however otherwise arising to challenge or question any decision taken by DAC & FW [and/ or the Government of India] in connection with the selection of Strategic Partner or in connection with the Selection Process itself in respect of the above-mentioned Project.
13. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Project is not awarded to me/us or our proposal is not opened or rejected.
14. I/We agree to keep this offer valid for 120 (Hundred and Twenty) days from the PDD specified in the RFP.
15. A Power of Attorney in favor of the authorized signatory to sign and submit this Proposal and documents is attached herewith in Form 4.
16. In the event of my/our firm being selected as the Strategic Partner, I/we agree to enter into an Agreement.
17. I/We have studied RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by DAC & FW or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of the Project.
18. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
19. I/We agree and undertake to abide by all the terms and conditions of the RFP Document.

In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document and it is certified that the information provided above is to the best of our knowledge and as per records available with the company.

Yours faithfully,

(Signature, name and designation of the authorized signatory)
(Name and seal of the Applicant)



A handwritten signature in blue ink, followed by the date "06.05.2020" written in blue ink.

APPENDIX-5

ii) Project Timelines SLA

| Sr. No. | Category/ Component | Metric Type | Definition | Target | Penalty@ |
|---------|------------------------|-------------|---|--|--------------------------------|
| 1 | Adherence to Timelines | Go-Live | <p>Metric: No of Delay in number of days in Go-Live of System/Functions</p> <p>Period of Measurement: Go-Live Dates as per plan agreed mutually between client and bidder at time of project planning</p> | <p><15 days</p> <p>>=15 days and < 30 days</p> <p>>= 30 days</p> | <p>0%</p> <p>5%</p> <p>10%</p> |

@ The penalty is applicable on the fees associated with the particular module, calculated on pro-rata basis, that has been delayed for Go-Live. Further, for delays beyond control of bidder, the penalty shall not be applicable. For the same, bidder is to inform the DAC&FW in advance for the reason for delay and the reason has to be acceptable to DAC&FW.

APPENDIX-4

FORM-6 (ELIGIBLE ASSIGNMENTS OF APPLICANT)

| | |
|---|--|
| Name of Applicant: | |
| Name of the Project: | |
| Project particulars: | |
| Description of services performed by the Applicant firm: | |
| Name of client and Address: | |
| Name, telephone no. and fax no. of client's representative: | |
| Total Contract Value (in Rs crore or US\$ million): | |
| Payment received (in Rs. crore): | |
| Start date and finish date of the services (month/ year): | |
| Brief description of the Project: | |

(Signature, name and designation of the authorized signatory of Applicant, with Official Seal)

Notes:

1. Use separate sheet for each Eligible Assignment.
2. Exchange rate should be taken as SBI exchange rate as on date of bid opening for converting dollar into rupee.
3. The applicant will furnish certificate of work order and payment by the authorized agency.

