

REQUEST FOR PROPOSAL

FOR

DEVELOPMENT, OPERATION

&

MAINTENANCE OF

ENHANCED VERSION OF

NATIONAL CROP INSURANCE PORTAL

(EV-NCIP)

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Glossary

Addendum/Corrigendum	As defined in Clause 2.9
Applicable Laws	As defined in the Agreement
Authority	Department of Agriculture, Cooperation and Farmers Welfare (DAC&FW)
Bidders	Parties that submit their Bids in accordance with this RFP
Bidding Documents	As defined in Clause 1.9
Bid Due Date	As defined in Clause 1.17
Contract	As defined in Clause 1.7
Contract Agreement	As defined in Clause 1.7
Strategic Partner	As defined in Clause 1.6
Crore	Ten million (10,000,000)
Lakh	Hundred thousand (100,000)
Project	As defined in Clause 1.5
Re. or Rs. or INR	Indian Rupee
RFP or Request for Proposal	As defined in the Disclaimer
Selected Bidder	As defined in Clause 1.15

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

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DISCLAIMER

The information contained in this Request for Proposal document (the “**RFP**”) or subsequently provided to Bidder(s), whether documentary or any other form by DAC & FW or on behalf of DAC & FW, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by DAC & FW to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in submitting Bids pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by DAC & FW in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for DAC & FW, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. DAC & FW accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

DAC & FW, make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.

DAC & FW also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

DAC & FW may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that DAC & FW is bound to select a Bidder or to appoint the Selected Bidder or Strategic Partner, as the case may be, for the Project and DAC & FW reserves the right to reject all or any of the Bidders or Bids without

assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by DAC & FW or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and DAC & FW shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

Part-I: Instructions to Bidders

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1. INTRODUCTION & PROJECT OVERVIEW

1.1 Background

Pradhan Mantri Fasal Bima Yojna(PMFBY) has been launched from Kharif 2016 with aim to support production in agriculture by providing an affordable crop insurance product to ensure comprehensive risk cover for crops of farmer against all non-preventive natural risks from pre sowing to post harvest. Scheme has completed 8 crop seasons and is implemented in 27 States/UTs. In the implementation of the scheme, multiple stake holders are involved from enrolment of farmers to the claim disbursement to farmers. Technology adoption for scheme administration is a hallmark of the scheme. In an endeavor to integrate technology in implementation and execution of the scheme, the Government of India has designed and developed a National Crop Insurance Portal (NCIP) (<https://pmfby.gov.in>) which serves as a centralized IT-platform for all stakeholders. The purpose of the NCIP is to bring better administration, transparency and coordination amongst stakeholders viz., farmers, States, insurance companies, banks, Common Service Centre (CSC) and real time dissemination of information. The NCIP captures the entire data relating to insured crops and also serves as the repository for the data relating to the crop insurance scheme.

1.2 Initiative taken by the Government

After the commencement of the scheme, GoI has endeavored to make the scheme technology driven with the intention to minimize manual interventions and to have end to end digital solutions. In order to achieve this the National Crop Insurance Portal (NCIP) was developed and initially the main aim was to capture the enrollment of farmers and to bring all the stakeholders on a common platform. NCIP started functioning since Kharif 17 and since then a number of functionalities on the portal have been designed and the portal is now equipped with the basic modules which are required for capturing the major data, for generating the reports and to have seamless flow of information between the stakeholders to an extent. Mechanism has been made available by integration with portal Common Service Centre (CSC), CBS integration with few banks, online platform for enrollment of non-loanee farmers directly through the NCIP and transmission of the Crop Cutting Experiments (CCE) data on the portal through CCE app, etc. Further to make the process more accessible to the farmers crop insurance app has also been developed wherein the farmer can check the status of his policy and can also get enrolled directly.

1.3 Present Status of NCIP

Details of the existing architectural designs and modules have mentioned in **Schedule-I**.

1.4 Project Overview of Enhanced Version of NCIP (EV-NCIP)

As there are lot of structural variations between different States, between different banks and between the insurance companies therefore additional functionalities and modules to facilitate their technical requirements suiting their needs have been

requested by them on regular basis. Apart from this, the process of remittance of premium by the banks to the companies and the process of disbursement of claims by the companies to the farmers is still not portal driven due to which tracking of premium deduction/remittance and tracking of claim disbursement through portal is still not happening. Due to non-integration of the technical platform of the insurance companies with that of NCIP on the lines of block chain system, information gaps emerge in the process flow. GoI intends to bring all the remaining processes for crop insurance starting from enrollment to claim disbursement through NCIP by moving ahead with an enhanced version of NCIP (hereinafter referred to as EV-NCIP).

1.5 Project Proposal for implementation of EV-NCIP

Details of the development of modules and infrastructural provisions for EV-NCIP have been outlined in **Schedule- II**.

1.6 The Strategic Partner

The Selected Bidder, to be known as the “**Strategic Partner (SP)**” shall be responsible for the proposed software development and related infrastructural development/ Management, roll out, technical operations, and maintenance of the EV- NCIP indicated in 1.5 and in accordance with the provisions of an agreement (the “**Service Agreement**”) as per Part II of the RFP, to be entered into between the Strategic Partner and Department of Agriculture, Cooperation and Farmers’ Welfare (hereinafter referred to as DAC & FW) in the form provided by DAC & FW as part of the Bidding Documents pursuant hereto.

1.7 Draft Service Agreement

The Draft Service Agreement sets forth the detailed terms and conditions for grant of the Agreement to the Strategic Partner, is enclosed as Part-II of this RFP.

1.8 Understanding the RFP

The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of work and obligations of the Strategic Partner set forth in the Contract Agreement or DAC&FW’s rights to amend, alter, change, supplement or clarify the scope of work, the Contract Agreement to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by DAC & FW.

1.9 The Bids

DAC & FW shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by DAC & FW pursuant to this RFP, as modified, altered, amended and clarified from time to time by DAC & FW (collectively the “Bidding Documents”). All Bids shall be prepared and submitted in

accordance with such terms on or before the time on the date specified in Clause 1.17 for submission of Bids (the “Proposal Due Date”).

1.10 Request for Proposal

DAC & FW invites proposals from interested firms (the “Proposals”) for selection of a Strategic Partner (the “Strategic Partner”) who shall assist DAC & FW in development, roll out, technical operations, and maintenance of EV-NCIP.

DAC & FW intends to select the Strategic Partner through an open competitive bidding in accordance with the procedure set out herein.

1.11 Eligibility to participate in the bid

Any company meeting the following minimum criteria is eligible to participate in the bidding. **If the Principal company is participating, its subsidiaries are not allowed to participate.**

Sl. No.	Eligibility Criteria	Supporting Documents Required
1	Minimum experience of 5 years in the Field of IT Services / Software development.	Work order or other relevant document to certify the same from competent authority.
2	Average Annual Turnover should not be less than 100 crores in the previous 3 financial years	A copy of audited Profit & Loss Statement, Balance Sheet for the financial years: 2018-19, 2017-18 and 2016-17
3	Bidder should have Positive Net worth in each of the 3 financial years	Chartered accountant/ CS certificate
4	The bidding firm / company should have Developed, Implemented and maintained minimum one software and total system solutions as individual which has value of minimum 5 Crores during last 5 financial years.	Completion Certificates/ Go live certificate issued from the client

1.12 Due diligence by Applicant

Applicants are encouraged to inform themselves fully about the assignment before submitting the Proposal and attending a Pre-Proposal Conference on the date and time specified in Clause 1.17.

1.13 Issue of RFP Document

RFP document can be downloaded from Central Public Procurement Portal (CPPP)- <https://eprocure.gov.in/eprocure/app> and the website www.pmfby.gov.in.

1.14 Validity of the Proposal

The Proposal shall be valid for a period of not less than 120 days from the Proposal

Due Date (the “PDD”).

1.15 Brief description of the Selection Process

DAC & FW has adopted a single stage electronic selection process (collectively the “**Selection Process**”) for evaluating the Proposals comprising technical and financial bids. A Technical Evaluation Committee appointed by DAC & FW shall review all the technical proposal submitted on the CPPP portal and seek presentations from the bidders. Based on the scoring scheme described in section 3.1.2 of this RFP, the technical scores shall be finalized. As per the evaluation mechanism presented in section 3.1.1, all those bidders scoring above the minimum threshold shall be called for financial bid opening. Technical scores shall be announced and the financial bids shall be opened thereafter. Financial bids shall be evaluated as per the methodology presented in section 3.2. Proposals will finally be ranked according to their combined technical and financial scores as specified in Clause 3.3. The first ranked Applicant (the “**Selected Bidder**”) shall be awarded and if necessary, called for negotiation, while the second ranked Bidder will be kept in reserve. If first bidder backouts, in that case offer shall be made to the reserve bidder on the rates quoted by first ranked applicant and on acceptance of offer on the said rate, the tender shall be awarded to the reserve bidder and EMD of first bidder shall be forfeited & administrative action against the bidder shall be initiated as per the prescribed norms of Government of India.

1.16 Payment to Strategic Partner

All payments to the Strategic Partner shall be made in INR in accordance with the provisions of this RFP. The Strategic Partner may convert INR into any foreign currency as per Applicable Laws and the exchange risk, if any, shall be borne by the Strategic Partner. The fee shall be quoted in INR only.

1.17 Schedule of Selection Process

DAC & FW would endeavor to adhere to the following schedule:

	Event Description	Date
1.	Date of Publication of RFP	09/03/2020
2.	Pre-bid Conference	16/03/2020
3.	Last date for receiving queries / clarifications	18/03/2020
4.	DAC & FW response to queries	20/03/2020
5.	Proposal Due Date (PDD)	30/03/2020
6.	Opening of Technical Proposals	On Proposal Due Date
7.	Technical Presentation	03/04/2020
8.	Opening of Financial Proposal	Shall be intimated to shortlisted bidders
9.	Letter of Award (LOA)	Within 15 days of opening of Financial proposal
10.	Signing of Agreement	Within 7 Days of LOA

11.	Validity of Applications	120 days of Proposal Due Date
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1.18 Pre-Bid visit

Prospective applicants may visit the office of DAC & FW for any clarification/discussion after taking prior appointment before PDD. The contact person for this purpose shall be: Dy. Commissioner (Credit), DAC&FW.

1.19 Pre-Bid Conference

The date, time and venue of Pre-Bid Conference shall be:

Date: As per Clause 1.17

Time: 11:00 HRS

Venue: R.No.142, Krishi Bhawan, New Delhi (Tentative)

1.20 Communications

- All communications including the submission of Proposal should be addressed through the electronic mode.
- The email communication, if any, should contain the following information, to be marked at the top in bold letters:
“SELECTION OF STRATEGIC PARTNER FOR EV-NCIP”
- The official E-mail for the project for communication shall be purnima.verma@nic.in and anil.kumar004@gov.in with a copy marked to kamna.rajesh@gov.in.

2. INSTRUCTIONS TO APPLICANTS

A. GENERAL

2.1 Scope of Proposal and tenure of the project

- 2.1.1 Detailed description of the objectives, scope of work, and other requirements relating to this Project are specified in Schedule II. In case an applicant firm possesses the requisite experience and capabilities required for undertaking the Project, it may participate in the Selection Process individually (the “**Sole Firm**”). The term applicant (the “**Applicant**”) means the Sole Firm. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.
- 2.1.2 Applicants are advised that the selection of Strategic Partner shall be on the basis of an evaluation by DAC & FW through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that DAC & FW’s decisions are without any right of appeal whatsoever.
- 2.1.3 The Applicant shall submit its Proposal in the form and manner specified in this RFP. DAC & FW will evaluate only those bids, which satisfy the eligibility criterion as specified in clause 1.11 and that are received in the required formats and complete in all respects, and submitted online on the stated electronic portal. Incomplete and /or conditional Bids shall be liable to rejection.
- 2.1.4 Tenure of project shall be one year for development and 3 years for maintenance (3

years of maintenance will start post the completion of development phase). The maintenance contract may be further extended on yearly basis for 5% or mutually agreed rate for escalation on quoted annual maintenance fee for undertaking maintenance of the developed application. The extension will be undertaken on mutual consent.

2.2 Conflict of Interest

An Applicant shall not have a conflict of interest that may affect the Selection Process or the Project (the “**Conflict of Interest**”). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, DAC & FW shall forfeit and appropriate the Bid Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to DAC & FW for, *inter alia*, the time, cost and effort of DAC & FW including consideration of such Applicant’s Proposal, without prejudice to any other right or remedy that may be available to DAC & FW hereunder or otherwise.

2.3 Number of Proposals

No Applicant or its Associate shall submit more than one Application. An Applicant applying individually or as an Associate shall not be entitled to submit another application, as the case may be. **Joint ventures will not be considered in bidding.**

2.4 Cost of Proposal

The Applicants shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including visits to DAC & FW, Project site etc. DAC & FW will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.5 Acknowledgement by Applicant

2.5.1 It shall be deemed that by submitting the Proposal, the Applicant has:

- (a) made a complete and careful examination of the RFP;
- (b) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of DAC & FW;
- (c) satisfied itself about all matters, things and information, necessary and required for submitting an informed Application and performance of all of its obligations thereunder;
- (d) agreed to be bound by the undertaking provided by it under and in terms hereof.

2.5.2 DAC & FW shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by DAC & FW.

2.6 Right to reject any or all Proposals

2.6.1 Notwithstanding anything contained in this RFP, DAC & FW reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor.

2.6.2 Without prejudice to the generality of Clause 2.6.1, DAC & FW reserves the right to reject any Proposal if:

- (a) at any time, a material misrepresentation is made or discovered, or
 - (b) the Applicant does not provide, within the time specified by DAC & FW, the supplemental information sought by DAC & FW for evaluation of the Proposal.
- Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification / rejection occurs after the Proposals have been opened and the highest-ranking Applicant gets disqualified / rejected, then DAC & FW reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of DAC & FW, including annulment of the Selection Process.

B. DOCUMENTS

2.7 Contents of the RFP

2.7.1 This RFP comprises the Disclaimer set forth herein above, the contents as listed below and will additionally include any Addendum / Amendment issued in accordance with Clause 2.9.

2.7.2 **This RFP consists of two parts, namely,**

Part I: Instructions to Bidders

Part II: Draft Service Agreement.

2.7.3 **Part 1: Instructions to Bidders has the following clauses.**

- 1. Introduction
- 2. Instructions to Applicants
- 3. Criteria for Evaluation
- 4. Fraud and corrupt practices
- 5. Miscellaneous

Schedule

Schedule-I: Existing Architecture and Modules

Schedule-II: Details of the development and infrastructure

It has the following **Appendices also.**

Appendix – I: Technical Proposal

Form 1: Letter of Proposal

Form 2: Particulars of the Applicant

Form 3: Statement of Legal Capacity

Form 4: Power of Attorney

Form 5: Financial Capacity of the Applicant

Form 6: Eligible Assignments of Applicant

Form 7: Tender Acceptance Letter

Appendix – II: Financial Proposal

Form 1: Covering Letter

Form 2: Financial Proposal

2.7.4 Part II: Draft Contract/Service Agreement

The Part II contains the following clauses:

1. Definitions and Interpretations
2. Scope of the Project
3. Term and Duration of the Agreement
4. Conditions Precedent
5. Representations and Warranties
6. Obligations of Authority
7. Obligations of the Strategic Partner
8. Approvals and Required Consents
9. Access to the Authority or its Nominated Agencies
10. Management Phase
11. Financial Matters
12. Termination
13. Indemnification & Limitation of Liability
14. Force Majeure
15. Confidentiality
16. Audit, Access and Reporting
17. Intellectual Property Rights
18. Warranty
19. Liquidated Damages
20. Source Codes
21. Insurance Cover
22. Miscellaneous
23. Governing Law and Dispute Resolution
24. Definitions

The Part II also has the following Schedules.

Schedule I: Scope of Work

Schedule II: Security Review

Schedule III: Exit Management Schedule

Schedule IV: Audit, Access and Reporting

Schedule V: Governance Schedule

Schedule VI: Terms of Payment Schedule

Schedule VII: Non-Disclosure Agreement

2.8 Clarifications

- 2.8.1 Applicants requiring any clarification on the RFP may notify DAC & FW by e-mail in accordance with Clause 1.20. Applicants should send their queries before the date mentioned in the Schedule of Bidding Process specified in Clause 1.17. DAC & FW shall endeavor to respond to the queries within the period specified therein, but no later than 7 (seven) days prior to the Proposal Due Date. The responses will be sent by e-mail. DAC & FW will post the reply to all such queries on the pmfby.gov.in.
- 2.8.2 DAC & FW shall endeavor to respond to the queries raised or clarifications sought by the Applicants. However, DAC & FW reserves the right not to respond to any question or provide any clarifications, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring DAC & FW to respond to any

question or to provide any clarification.

- 2.8.3 DAC & FW may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Applicants. All clarifications and interpretations issued by DAC & FW shall be deemed to be part of the RFP. Verbal clarifications and information given by DAC & FW or its employees or representatives shall not in any way or manner be binding on DAC & FW.

2.9 Amendment of RFP

- 2.9.1 At any time prior to the deadline for submission of Proposal, DAC & FW may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP by the issuance of Addendum / Corrigendum.
- 2.9.2 The amendment will be notified through a consolidated Corrigendum/Addendum on CPP portal and this will be binding on all the bidders.
- 2.9.3 In order to afford the Applicants a reasonable time for taking an Addendum / Corrigendum into account, or for any other reason, DAC & FW may, at its own discretion, extend the Proposal Due Date.

C. PREPARATION AND SUBMISSION OF PROPOSAL

2.10 Language

The Proposal with all accompanying documents (the “**Documents**”) and all communications in relation to or concerning the Selection Process shall be in “English” language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of all the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

2.11 Format and signing of Proposal

- 2.11.1 The Applicant shall provide all the information sought under this RFP. DAC & FW would evaluate only those Proposals that are received in the specified forms and complete in all respects.
- 2.11.2 The bid prepared by the bidder shall comprise of (a) technical bid and (b) financial bid.
- 2.11.3 The Proposal shall be signed by the authorized signatory of the Applicant who shall initial each page with stamp. The Proposals must be properly signed as detailed below:
- i) by the proprietor in case of proprietary firm;
 - ii) by the partner holding the Power of Attorney, in case of a partnership firm;
 - iii) by a duly authorized person (the “**Authorised Representative**”) holding the Power of Attorney, in case of a Limited Company or a corporation;
- A scanned copy of the Power of Attorney certified under the hands of a partner or director of the Applicant or a notary public on the specified form shall accompany the Proposal.

- 2.11.4 Applicants should note the Proposal Due Date, as specified in Clause 1.17, for submission of Proposals. Applicants are reminded that no supplementary material will be entertained by DAC & FW, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date.

2.12 Technical Proposal

- 2.12.1 The details for submitting the technical proposal have been given in 2.12.2.1 and the required format are given in Appendix-I.

- 2.12.2 While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:

- (a) Appropriate credentials have been provided
- (b) The Technical Proposal must not include any Financial Proposal
- (c) It does not contain any condition or qualification;

2.12.2.1 The Technical proposal should comprise of the following documents:

- (i) Scanned copy of Bid Security - Bid Security furnished in accordance with clause 2.18.
- (ii) Signed and stamped copy of Bid document on every page of Part I & Part II.
- (iii) Signed and stamped copy of Form-1 to 7 of Appendix-I.
- (iv) Experience held by the applicant in the field of IT services/software development (3.1.2, Sl.No.1).
 - a. Copy of certificate of incorporation.
 - b. Certificate by the authorized signatory about the experience claimed by the applicant in field of IT services /software development.
 - c. The experience will be counted backward from date of publication of RFP.
- (v) Audited balance sheet of last three financial years. (3.1.2 Sl.No.2)
- (vi) Copy of valid ISO 9001/ CMMI Level 5/ISO 27001 certificates (3.12 Sl.No. 3)
- (vii) Copy of experience certificate issued from competent authority as per clause 3.1.2 Sl.No.4.
- (viii) Copy of experience certificate issued by the competent authority as per clause 3.1.2 Sl.No.5.
- (ix) Copy of work order and experience certificate for the condition specified under clause 3.1.2 Sl.No.6.
- (x) Copy of work order and experience certificate for the condition specified under clause 3.1.2 Sl.No.7.
- (xi) Registration certificate issued by the competent authority for clause 3.1.2 Sl.No.8.
- (xii) Certificate from competent authority with the copy of approved architecture of the system / any other document to substantiate the claim for clause 3.12 Sl.No.9.
- (xiii) Project report as per clause 3.1.2 Sl. No.10.
- (xiv) Documents supporting clause 3.1.2 Sl.No.11.
- (xv) Copy of PAN No. and GST registration certificate.
- (xvi) Any other document for support of any clause of Bid document.

- 2.12.3 DAC & FW reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by DAC & FW to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of DAC & FW thereunder.
- 2.12.4 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Strategic Partner either by issue of the Letter of Appointment (LOA) or entering into of the Agreement, and if the Selected Applicant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by DAC & FW, without DAC & FW being liable in any manner whatsoever to the Selected Applicant or Strategic Partner, as the case may be.

In such an event, DAC & FW shall forfeit and appropriate the Bid Security as mutually agreed pre-estimated compensation and damages payable to DAC & FW for, *inter alia*, time, cost and effort of DAC & FW, without prejudice to any other right or remedy that may be available to DAC & FW. DAC & FW will also debar the Bidder for two years.

2.13 Financial Proposal

- 2.13.1 While submitting the Financial Proposal, the Applicant shall ensure the following:
- i) All the costs associated with the software development, installation and roll out (including O&M cost) costs shall be included in the Financial Proposal. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
 - ii) For financial evaluation, total cost without taxes of financial proposal will be considered.
 - iii) Costs shall be expressed in INR.
 - iv) The Financial proposal should be submitted in the form of Appendix-II.

2.14 Submission of Proposal

2.14.1 Submission of Proposal

- a) **The Proposal shall be submitted only in online mode on or before PDD through the Central Public Procurement Portal (CPPP) (URL: <http://eprocure.gov.in>).**

- 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.**
- c) The bidders are required to submit soft copies of their bids for technical proposal electronically on the CPPP Portal as per clause 2.12.
- d) The bidders are required to submit the financial bid as per the format specified in Appendix 2 separately on the CPPP Portal as per clause 2.13.

The technical proposal should not include any financial proposal, otherwise proposal shall be considered non-responsive and shall be summarily rejected.

Detailed instructions to bidders for on-line bid submission are given below:

2.14.2 Instructions to Bidders for Online Bid Submission:

The process and information given below is not exhaustive and may vary and is only meant for assisting the bidders for registration on the CPP Portal, for prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

For updated and more information website: <https://eprocure.gov.in/eprocure/app> may be seen.

2.14.2.1 Registration

1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Click here to Enroll” on the CPP Portal is free of charge.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / e-Mudhra etc.), with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

2.14.2.2 Searching for Tender Documents

1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option

of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.

2. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

2.14.2.3 Preparation of Bids

1. Bidder should take into account any corrigendum/addendum published on the tender document before submitting their bids.
2. Bidder should go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Bidder to note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats, etc. Bid documents may be scanned with 100 dpi with black and white option.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

2.14.2.4 Submission of Bids

1. Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
4. Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the Tender Processing Section, latest by the last date of bid submission or as specified in the

tender document. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

5. If the prices bid has been given as a standard BoQ format with the tender document, then the same is downloaded and to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable.
6. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
7. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by any person until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology.
8. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
9. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
10. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

2.15 Assistance to Bidders

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

2.16 Proposal Due Date

- 2.16.1 Proposal should be submitted before 15.00 hrs on the Proposal Due Date on CPPP portal (online).
- 2.16.2 DAC & FW may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum uniformly for all Applicants.

2.17 Modification/ substitution/ withdrawal of Proposals

Bidders may note that the system allows the bidder to modify / withdraw his / her bid at any time before the close of the deadline for submission. This action does not require any written approval in the system.

2.18 Bid Security

The Applicant shall towards securing compliance with the terms of this RFP, furnish

along with its technical proposal, bid security (“Bid Security”) in favour of “PAO, Sectt-1, Department of Agriculture, Govt of India, New Delhi” by way of a Bank Guarantee or Banker’s cheque or Demand Draft or Fixed deposit receipt (FDR), issued by a scheduled commercial bank in India, of a value equivalent to **Rs. 20 Lakhs** [Twenty Lakhs] having validity until expiry of 150 days from PDD (See 2.14.1.b). The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to DAC & FW’s any other right or remedy hereunder or in law or otherwise, the Bid Security or Performance Security (furnished under Contract Agreement), as the case may be, shall be forfeited and appropriated by DAC & FW in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:

- a) If an Applicant engages in any of the Prohibited Practices specified in this RFP;
- b) If the Applicant submits conditional bid.
- c) If the Applicant, if awarded project in terms hereof, does not execute the Contract Agreement or does not fulfill one or more conditions as set out under the terms of the LOA.
- d) Fails to sign and return the duplicate copy of the LOA in acknowledgement thereof within 7 days of receipt thereof.
- e) if the Applicant is found to have a Conflict of Interest; and
- f) if the selected Applicant commits a breach of the Agreement.

D. EVALUATION PROCESS

2.19 Evaluation of Proposals

2.19.1 DAC & FW shall open the Proposals at 17.00 HRS on the PDD, at the place specified in Clause 1.17 and in the presence of the Applicants who choose to attend. The envelopes marked “Technical Proposal” shall be opened on PDD. The “Financial Proposal shall be opened for Applicants whose technical proposal is determined to be responsive and are pre-qualified and shortlisted in accordance with terms hereof.

2.19.2 Proposals for which a notice of withdrawal has been submitted in accordance with this RFP shall not be opened.

2.19.3 Prior to evaluation of Proposals, DAC & FW will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:

- (a) the Technical Proposal is submitted as per clause 2.12;
- (b) it is submitted within the PDD including any extension thereof;
- (c) it contains all the information (complete in all respects) as requested in the RFP;
- (d) it does not contain any condition or qualification;

2.19.4 DAC & FW reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by DAC & FW in respect of such Proposals.

- 2.19.5 DAC & FW shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified in this RFP and the criteria set out in Section 3 of this RFP.
- 2.19.6 After the technical evaluation, DAC & FW shall prepare a list of pre-qualified Applicants in terms of Clause 3.1 for opening of their Financial Proposals. A date, time and venue will be notified to all Applicants for announcing the result of evaluation and opening of Financial Proposals. Before opening of the Financial Proposals, the list of pre-qualified Applicants along with their Technical Scores will be read out. The opening of Financial Proposals shall be done in presence of respective representatives of Applicants who choose to be present. DAC & FW will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking of the Proposals shall be carried out in terms of Clauses 3.2 and 3.3.
- 2.19.7 Applicants are advised that Selection shall be entirely at the discretion of DAC & FW. Applicants shall be deemed to have understood and agreed that DAC & FW shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.
- 2.19.8 Any information contained in the Proposal shall not in any way be construed as binding on DAC & FW, its agents, successors or assigns, but shall be binding against the Applicant if the Project is subsequently awarded to it.

2.20 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising DAC & FW in relation to matters arising out of, or concerning the Selection Process. DAC & FW shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. DAC & FW may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or to enforce or assert any right or privilege of the statutory entity and/or DAC & FW or as may be required by law or in connection with any legal process.

2.21 Clarifications

- 2.21.1 To facilitate evaluation of Proposals, DAC & FW may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by DAC & FW for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 2.21.2 If an Applicant does not provide clarifications sought under Clause 2.21.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, DAC & FW may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of

DAC & FW.

E. APPOINTMENT OF STRATEGIC PARTNER

2.22 Award of Project

After selection, a Letter of Award (the “**LOA**”) shall be issued, in duplicate, by DAC & FW to the Selected Applicant and the Selected Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, DAC & FW may, unless it consents to extension of time for submission thereof, cancel the LOA and the next highest ranking Applicant may be considered.

2.23 Execution of Service Agreement

After acknowledgement of the LOA as aforesaid by the successful bidder, the bidder shall execute the Service Agreement within the period prescribed in RFP as per the Service Agreement., the successful bidder has to provide a 10% **Performance Security** of the total contract value to DAC & FW. The Selected Applicant shall not be entitled to seek any deviation in the Agreement.

3. CRITERIA FOR EVALUATION

3.1 Evaluation of Technical Proposals

3.1.1 In the first stage, the Technical Proposal will be evaluated on the basis of Applicant’s experience, its understanding of scope, proposed methodology, and work plan. Only those Applicants, whose Technical Proposals score **60 points** or more out of **100** shall be qualified and ranked as per score achieved by them, from highest to the lowest technical score.

3.1.2 The scoring criteria to be used for evaluation shall be as follows.

Sl. No.	Criteria	Marks	Evaluation Process
1	Company Experience in the Field of IT Services / Software development.	10	<ul style="list-style-type: none"> • Experience ≥ 12 years = 10 mark • 8 years \leq Experience < 12 years = 08 mark • 5 years \leq Experience < 8 years = 05 mark • Experience < 5 years = Disqualified
2	Average Annual turnover in the last 3 financial years immediately preceding PDD.	10	<ul style="list-style-type: none"> • Turnover \geq INR 200 Crore = 10 marks • INR 150 Crore \leq Turnover < 200 Crore = 08 marks • INR 100 Crore \leq Turnover < 150 Crore = 05 marks

Sl. No.	Criteria	Marks	Evaluation Process
			<ul style="list-style-type: none"> • Turnover < 100 Crore = Disqualified
3	Valid Quality Certification A. ISO 9001 B. CMMI Level 5 C. ISO 27001	5	<ul style="list-style-type: none"> • All three certifications = 5 Marks • Any two certifications = 3 Marks • Less than two certifications = 0 marks
4	The bidding firm / company should have Implemented software and total system solutions for a client as individual which have been supported, maintained for minimum one (1) year with a project Value not less than 5.0 Cr in last five financial years.	10	<ul style="list-style-type: none"> • 3 or greater than 3 projects = 10 marks • 2 projects = 7 marks • 1 project = 4 marks • Less than 1 project = Disqualified
5	Undertaken project for Indian Government Ministries / Departments / undertaking and the project value not less than 1 crore in last seven financial years.	10	<ul style="list-style-type: none"> • Above two projects = 10 marks • Two Projects = 7 marks • One Project = 4 marks • <1 Projects = 0 marks
6	Experience in working in Aadhaar eco system supporting elements such as demo-Auth/ eKYC/ Registered Device Services/ AEPS.	5	<ul style="list-style-type: none"> • Experience ≥ 3 projects = 5 marks • 1 projects \leq Experience < 3 projects = 3 marks • Experience < 1 projects = 0 marks
7	Experience in projects with financial management systems (FMS) and/or payment gateway (PG) requirement as part of scope of work.	5	<ul style="list-style-type: none"> • Experience in both FMS & PG = 5 marks • Experience in only FMS = 3 marks • Experience in only PG = 3 marks • Experience in neither FMS & PG = 0 Marks
8	Presence in various states by way of registered Office or support centers.	5	<ul style="list-style-type: none"> • More than two states/ UTs with presence in NCR = 5 Marks • NCR or two States/UTs

Sl. No.	Criteria	Marks	Evaluation Process
			(excluding NCR) = 3 Marks <ul style="list-style-type: none"> • Less than two States/UTs = 0 Marks
9	Has worked upon node.js and Elastic Search (ES) search engine in any project amounting to minimum 50 Lakhs in last 3 financial years.	15	<ul style="list-style-type: none"> • Experience in both Node JS and ES= 15 marks • Experience only in Node JS = 10 marks • Experience only in ES = 5 marks • No Experience=0 Marks
10	Understanding of the Objectives of the Assignment: The extent to which the Bidders' approach respond to the objectives of the Project, Key Challenges identified for successful completion of the project, best practices and manner in which proposed project to be approached to respond to the objectives.	10	Evaluation on the basis of blue print and presentation.
11	Proposed Technology Solution, Architecture, Logical design, associated details of solution architecture required with timeline for moving ahead with EV-NCIP software.	15	Evaluation on the basis of blue print and presentation

3.2 Evaluation of Financial Proposal

3.2.1 Financial proposal of those bidders who qualify the technical evaluation will only be opened. A minimum of 60 (Sixty) marks/ points have to be scored to qualify the technical evaluation.

3.2.2 In the Financial Proposal, Applicant is required to quote the amount in lieu of development, installation, roll out, operation, and maintenance of the required Software platform across designated nodal points as per the defined phases. For financial evaluation, the total fee, without taxes, quoted by the Applicant in the Financial Proposal will be considered. For avoidance of doubt, it is clarified that the maintenance fee (AMC) shall be included in the fee, which shall be payable as per the payment milestones provided in Schedule VI of the Draft Agreement.

3.3 Combined and Final Evaluation

3.3.1 Proposals will finally be ranked according to their combined technical (T_b) and financial (C_b) scores as follows:

$$B_b = \{[(0.6) * (T_b / T_{\max}) + (0.4) * (C_{\min} / C_b)] * 100\}$$

Where,

B_b = overall combined score of bidder under consideration (calculated up to two decimal points)

T_b = Technical score of the bidder under consideration

T_{\max} = Highest qualified technical score among the technical proposals under consideration.

C_b = Financial bid value of the bidder under consideration

C_{\min} = Lowest qualified financial bid value among the financial proposals under consideration.

3.3.2 The Selected Applicant shall be the Applicant having the highest combined score. The second highest Applicant shall be kept in reserve and may be invited in its discretion for negotiations in case the first-ranked Applicant withdraws, or fails to comply with the requirements specified in this RFP.

3.4 Roles and Responsibility

The broad role of the selected Strategic Partner would be comprehensive, including

- a. Development and maintenance of modules for EV-NCIP as mentioned in **Schedule-II**.
- b. Preparation of Functional Requirements Specification (FRS) and Software Requirements Specification (SRS) and subsequent approval from DAC & FW before commencement of development.
- c. 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.
- d. The bidder will be solely responsible for arranging any software tools required during the development of the software application at his own cost and DAC&FW, in no case will be responsible for arranging any such software / tools.
- e. Develop and maintain required documents such as how-to(s) and FAQs/ videos/ portals as essential training modules for potential users after due system study and after due vetting by the DAC&FW.
- f. Software testing, security audit from the Cert- empaneled vendor and its hosting during the development phase.
- g. The strategic partner shall take over the all the existing software, code, documents and all related artefacts.
- h. Study of the existing Functional System being manned, managed, executed and supported by previous vendor as per the time line mentioned in RFP.

- i. The existing hardware and software setup shall be transferred to strategic partner on “as is where is basis” and the responsibility for its further maintenance including fixations of bugs for satisfactory services will be borne by strategic partner.
- j. 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.
- k. 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 empanelled Cloud Service Provider.
- l. The strategic partner will be responsible for adequately sizing the necessary compute, memory, and storage required and load balancing to meet the service levels mentioned in the RFP.
- m. While, the initial sizing & provisioning of the underlying infrastructure (including the system software and bandwidth) may be carried out for the first year; subsequently, it is expected that the strategic partner, based on the growth in the user load (peak and non-peak periods; year-on-year increase), will scale up the compute, memory, storage, and bandwidth requirements to support the scalability and performance requirements of the solution and meet the SLAs. Any such scaling up would be the responsibility of strategic partner during the contract period, with no additional cost.
- n. All modules developed during this project should be scalable and flexible as a true ‘Cloud Deployable’ solution.
- o. The Purchaser retains ownership of all virtual machine, templates, clones, and scripts/applications including application code (all versions) created for the project, and all licenses purchased during the contractual period. The Purchaser retains the right to request (or should be able to retrieve) full copies of these virtual machines at any time
- p. Development of additional modules or requirements apart from those referred in schedule-II, as identified by DAC&FW and mutually agreed by the Parties subject to the cost mentioned in the financial proposal.
- q. Interaction with different agencies during the course of development of modules, as and when required for fulfillment of need of project. DAC & FW will only act as facilitator for such interactions.
- r. Development and testing infrastructure environment will be setup by the bidder during development phase.
- s. User Acceptance Testing (UAT) server will be setup for the complete UAT for the new or modified modules.
- t. Install and Maintain a bug-tracking and ticket system with shared access to department’s in-house system administration team.

- u. Develop and implement a suitable Payment Gateway to meet the requirement of online financial transactions. It will be the sole responsibility of the Systems Implementation Partner to tie up with banks / payment aggregator for arranging the payment gateway at his own cost.
- v. Number of WhatsApp groups are also in place by Department to provide hand holding and address immediate issues of stakeholders, which will be managed by the Strategic Partner.
- w. A team of two resource person is required to be deployed at Krishi Bhawan for the entire duration of the project to provide project management support including interacting with stakeholders such as Insurance companies, state agencies and other stakeholders and who will participate in departmental meetings, VC, workshops and other conferences including day to day interaction with the department.
 - I. One member will be of technical background with B.Tech. in CS/IT/Other related fields from a recognized university.
 - II. Second member of PMU will be of management background with MBA from a recognized university.
- x. Conduct relevant analysis on the basis of feedback received from different stakeholders and to make suggestion to DAC & FW for further improvement of different work flow.
- y. Setting up a helpline number for handling software related queries which should be equipped with web-based tracking system.

The broad role of DAC&FW would include the following:

- a. Facilitating coordination between all the stakeholders for providing necessary information for the study and development / customization of the necessary solution.
- b. Assist in conducting UAT for the application solution deployed.
- c. Issuing the Acceptance Certificate on successful deployment of the software application, and for other components of the Scope of Work (wherever required).
- d. Any other requirements that could arise during operations for effective governance and to meet any administrative requirement.
- e. Undertake agreements with stakeholders for integration with their systems.
- f. Provide sign off on the deliverables of the project

3.5 Project Governance Structure

- a. The project would require close supervision and appropriate project control for successfully meeting the objectives and its timely completion. The following stakeholders / Committees / working groups are proposed for adequate program governance:
 - i) Contract Monitoring Committee (CMC)
 - ii) Change Control Board (CCB)

Composition of CMC and CCB shall be separately notified by DAC &FW.

- b. Contract Monitoring Committee will be the approving authority for project related matters. However, the committee itself may refer the matter to Subject Matter Experts or Sub-Committee(s) for decision/comments/feedback. `
- c. Change Control Board would be responsible for addressing all issues related to proposed change requests. The committee would approve / reject (as case may be) proposed change requests from the strategic partner, following an appropriate Change Control Process defined in the RFP.
- d. The strategic partner will designate a person as project manager (PM) who will act as a single point of contact within institutional framework for the purpose of project monitoring and all official communications from DAC & FW shall be address to him/her.
- e. DAC & FW shall also appoint a Nodal officer for overall supervision of the project.

3.6 Project Timelines

The project is broadly comprising of the following areas. 'T' is defined as date of signing of the contract

Project Planning	T+15 days
Takeover of NCIP	T+1 month
System Requirement and System Design	T+2 months
Solution Development	T+9 months
Solution Testing (UAT Start)	T+10 months
Solution Go Live	T+12 month =T1
O&M Phase for 3 years from the date of completion of Part-I	T1 onwards

3.7 TERMS OF PAYMENT SCHEDULE

The Fee shall be paid to Strategic Partner subject to terms hereof and after setting off deductions against non –performance of KPIs and damages against delays, as per following payment milestones:

<u>Implementation¹</u>	
1. Project Planning	None
2. System Requirement and System Design and Application Transition	10% of Part I of Quoted Price
3. Completion of Solution Development (Declaration for UAT by Vendor)	20% of Part I of Quoted Price

4. Solution Testing (Completion of satisfactory feedback on UAT)	30% of Part I of Quoted Price
5. Solution Go Live	40% of Part I of Quoted Price
O&M Phase for 3 years from the date of completion of development phase	Quarterly payment in equal instalments (12)

¹ All modules finalized at the time of project planning shall be considered within the scope of work for payments and deliverables shall be accordingly measured based on project planning and system requirement and design phase. All additional requirements beyond the same shall be considered under change request as per process laid down in the RFP. Further, it is to be noted that part payment shall be made for modules completed in case all modules are not completed due to issues beyond the control of the strategic partner at the end of 1 year of the project. For example, in case the total modules identified at the planning stage is 20 modules and 5 modules are not completed due to reasons beyond control of strategic partner, then 75% (15/20) payment shall be released.

3.8 LIQUIDATED DAMAGES

The objectives of SLA governance model are to provide clear reference to service ownership, accountability, roles and/or responsibilities and present a clear, concise and measurable description of service provisioning at each level. The SLAs are intended to make explicit the expectations of DAC&FW for performance and help DAC&FW control and ensure the planned levels and performance of services.

Responsibilities of DAC&FW:

DAC&FW is responsible for providing early warning of any organizational, functional or technical changes that might affect Strategic Partners ability to deliver the services described in the SLAs.

Responsibilities of the Strategic Partner:

The Strategic Partner is responsible for delivering the services described in RFP document to the performance targets detailed below. Additionally, Strategic Partner is responsible for reporting problems to DAC&FW management as soon as possible for any organizational, functional or technical changes that might affect its ability to deliver on the SLA and plan immediate action in collaboration with DAC&FW to identify problems and follow up with appropriate action to fix them as quickly as possible.

Application of Liquidated Damages

- a. The overall liquidated damages liability is limited to maximum of 20 % of the development cost, post which DAC&FW may go for termination of contract.

- b. Any event falling under more than one SLA, then the category of SLA resulting in highest penalty will be applied.
- c. A quarterly performance evaluation will be conducted using the three-monthly reporting periods of that quarter.
- d. Performance liquidated damages shall be levied for not meeting each SLA.
- e. These SLA will be applicable for the entire duration of the project including both development and O&M phase, unless specifically mentioned otherwise for a particular SLA.

The framework for performance Liquidated Damages as a result of not meeting the Service Level Targets are detailed below.

i) System Availability SLA

Sr. No.	Category/Component	Metric Type	Definition	Target	Penalty
1	PMFBY Portal including its functionalities and services	Availability	Metric: Percentage of Uptime Formula: $\text{Uptime \%} = \left\{ 1 - \frac{[(\text{Total Downtime}^{\#} - \text{Planned Downtime}^{\$})]}{[(\text{Total Time}^{\text{@}} - \text{Planned Downtime}^{\$})]} \right\} \times 100$ Period of Measurement: Quarterly	$\geq 99.95\%$	NA
				$< 99.95\%$ and $\geq 99.0\%$	1%
				$< 99.0\%$ and $\geq 98.5\%$	2%
				$< 98.5\%$ and $\geq 98.0\%$	3%
				$< 98.0\%$ and $\geq 97.5\%$	4%
				$< 97.5\%$	5%

Total Downtime - Total cumulative time of any of the parameters defined above.

\$ Planned Downtime - Total maintenance time as defined and agreed upon by Strategic partner and DAC&FW and not attributable to strategic partner.

@ Total Time - 24 X 7 measured over a period of month.

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.

ii) Project Timelines SLA

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

@ 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.

The penalty for not meeting with the below SLAs is linked to severity level for the breach of the SLA as detailed:

Severity Level	Penalty as percentage
4	5 %
3	3 %
2	1.5 %
1	0.5 %

iii) Service Quality SLA

The strategic partner is required to submit all test cases prepared while developing a module to DAC&FW. Strategic partner must ensure to have completeness in test case before delivering any service. The failure of test cases during QA by DAC&FW will attract following penalty.

Description (For each developed module)	Severity Level
Test case Pass % less than <75%	Level 4

Test case Pass % in range >75% and <80%	Level 3
Test case Pass % in range >80% and <85%	Level 2
Test case Pass % in range >85% and <90%	Level 1

The penalty will be calculated by following formula

$$= (\text{Development cost}) * (\text{Penalty against severity level}) / (50 * 100)$$

iv) Service Performance SLA

Description	Baseline	Level 1 Breach	Severity Level	Level 2 Breach	Severity Level	Level 3 Breach	Severity Level
The number of B1 reported in a Month	10	10-15	3	>15	4	N/A	N/A
The number of B2 reported in a Month	25	25-50	2	>50	3	>75	4
Time taken to fix a B1 once reported	16 Hours	>16 and <24 Hours	2	>24 and <32 Hours	3	>= 32 Hours	4
Time taken to fix a B2 once reported	48 Hours	>48 and <72 Hours	1	>72 and <96 Hours	2	>= 96 Hours	3

B1 – The bug which results into the user not being able to complete the business transaction / activity

B2 – The bug which impacts the functionality, the business process is delivered at a sub-optimal level or workaround for the identified issue is possible without significant inconvenience to the user or loss of required functionality.

The penalty will be calculated by following formula

$$= (\text{Development cost}) * (\text{Penalty against severity level}) / (25 * 100)$$

This penalty will be calculated on monthly basis and it will be calculated after two months from signing on contract for pre-contract modules, and from the go live for post contract module. This penalty will also applicable in O & M period.

4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, DAC & FW shall reject a Proposal

without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “**Prohibited Practices**”) in the Selection Process. In such an event, DAC & FW shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security.

- 4.2 Without prejudice to the rights of DAC & FW under Clause 4.1 hereinabove and the rights and remedies which DAC & FW may have under the LOA or the Agreement, if the Strategic Partner, as the case may be, is found by DAC & FW to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Strategic Partner shall not be eligible to participate in any tender or RFP issued by DAC & FW during a minimum period of 2 (two) years.
- 4.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of DAC & FW who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of DAC & FW, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process
 - (b) “**fraudulent practice**” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
 - (c) “**coercive practice**” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
 - (d) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by DAC & FW with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
 - (e) “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

5. MISCELLANEOUS

- 5.1 DAC & FW, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- (a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Applicant in order to receive clarification or further information;
 - (c) retain any information and/or evidence submitted to DAC & FW by, on behalf of and/or in relation to any Applicant; and/or
 - (d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- 5.2 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases DAC & FW, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations here under, pursuant hereto and/or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.
- 5.3 All documents and other information supplied by DAC & FW or submitted by an Applicant shall remain or become, as the case may be, the property of DAC & FW. DAC & FW will not return any submissions made here under. Applicants are required to treat all such documents and information as strictly confidential.
- 5.4 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

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SCHEDULES

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Part-A: EV-NCIP Modules

Part-B: Use of Block Chain Technology

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SCHEDULE – I

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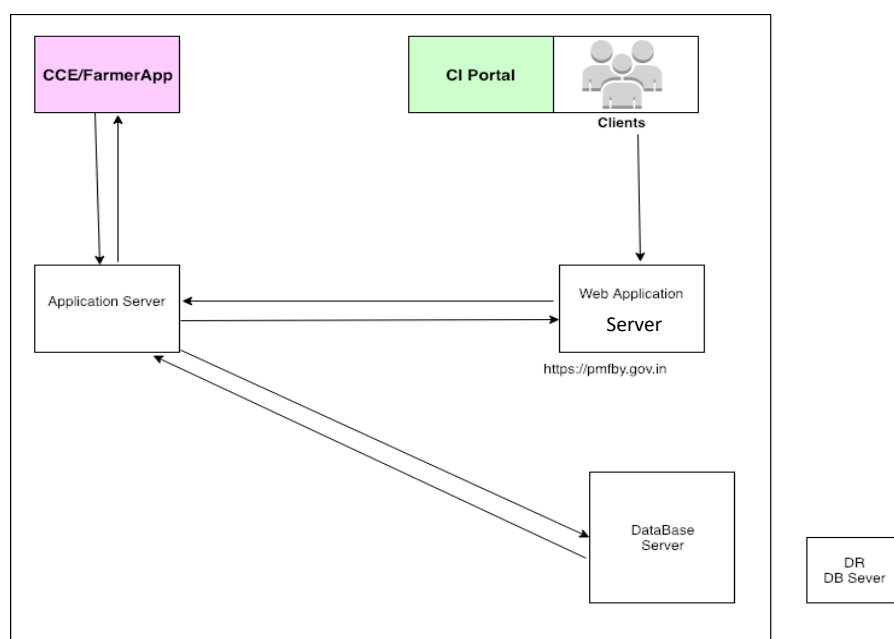
(PART-A)

1. System Architecture

The system architecture of the NCIP is designed to handle futuristic traffic and manage load of application in effective way. Below are detailed explanation of server hardware usage and network design of server. All the Servers are standalone servers and installed at National Informatic Center's data center and maintained by the Department.

2. Hardware Specification

As per understanding of traffic, to handle load in season, 3 servers are currently configured for NCIP. Specification of these servers are:



- a) Numbers of cores per server: 48
- b) Size of RAM per server: 256 GB
- c) Power consumption – approx. 1200 watts

Two additional standalone servers, one for web server and one for database server, has been procured and available for use.

3. Software Specification

- a) Operating System RHEL (64-bit, version 7.0)
- b) SSH access to each and every server is provided
- c) Software (all Software's are open source, except windows and MS SQL Server).

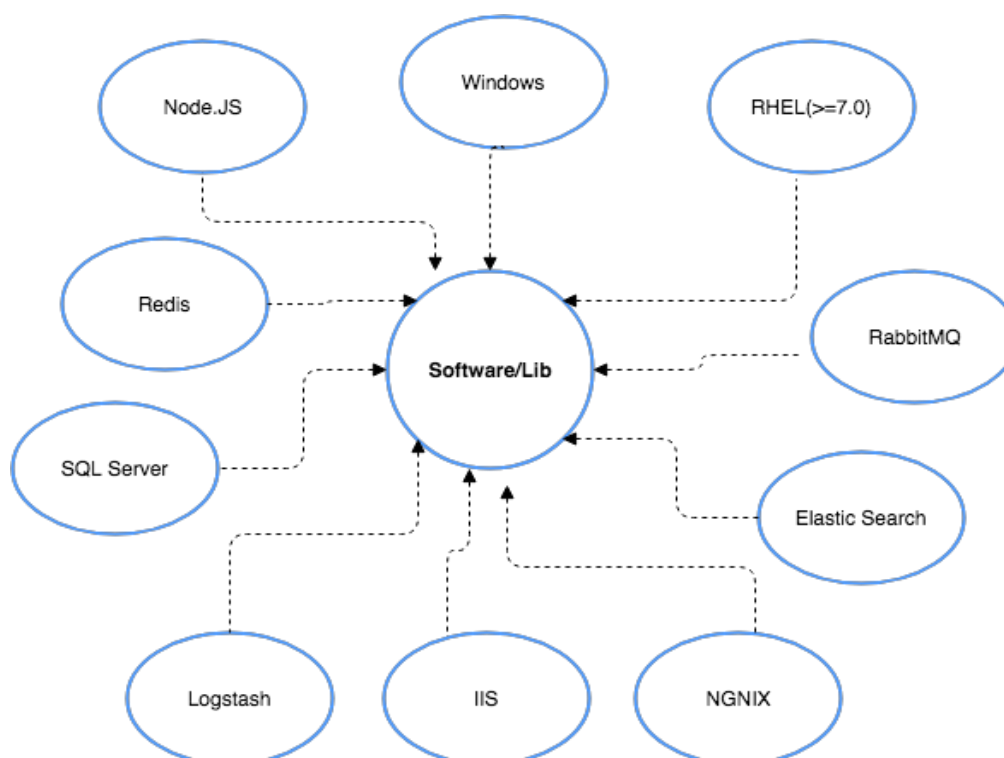


Figure 1: Macro View – Applications/ libraries which is being used in the NCIP

4. Architectures

a) Web Server Architecture

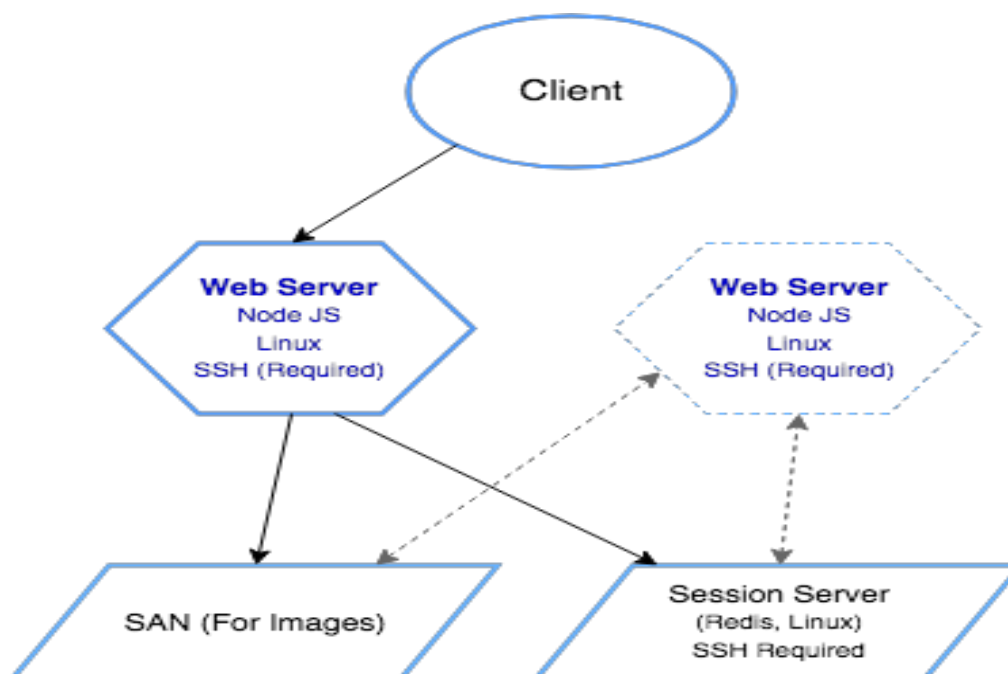


Figure 2: Macro View – Design of Web Server Application

b) Backend Application Server Architecture

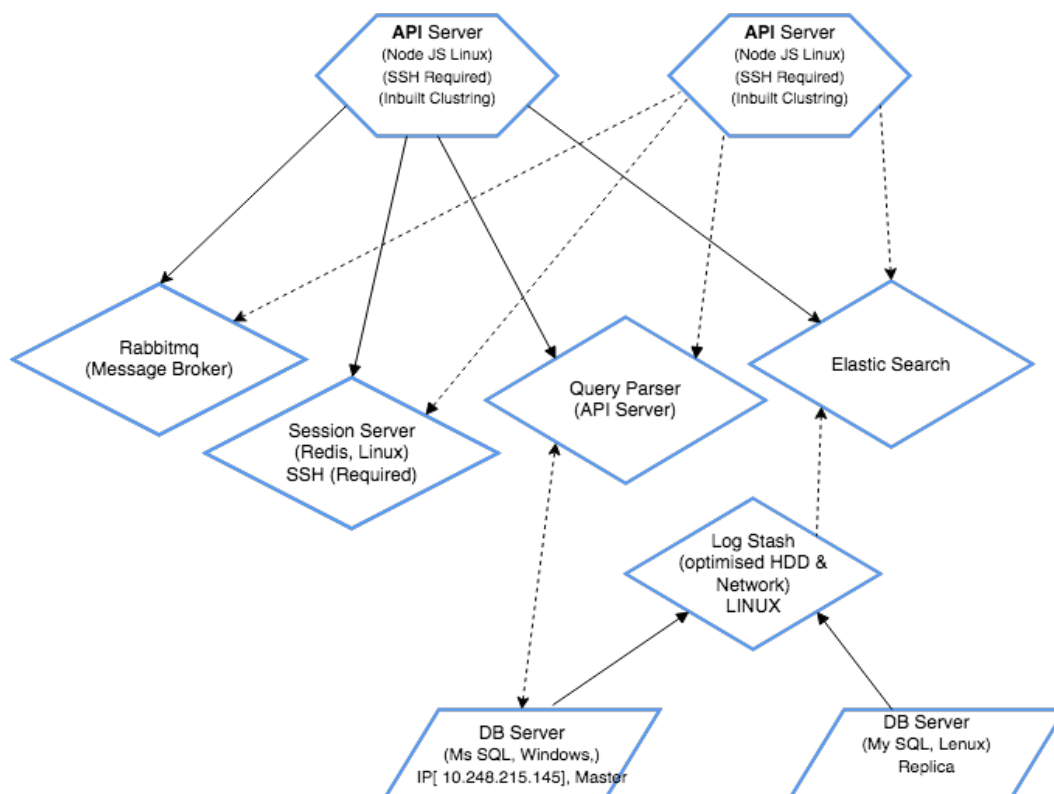


Figure 3: Macro View – Design of Backend Application Server

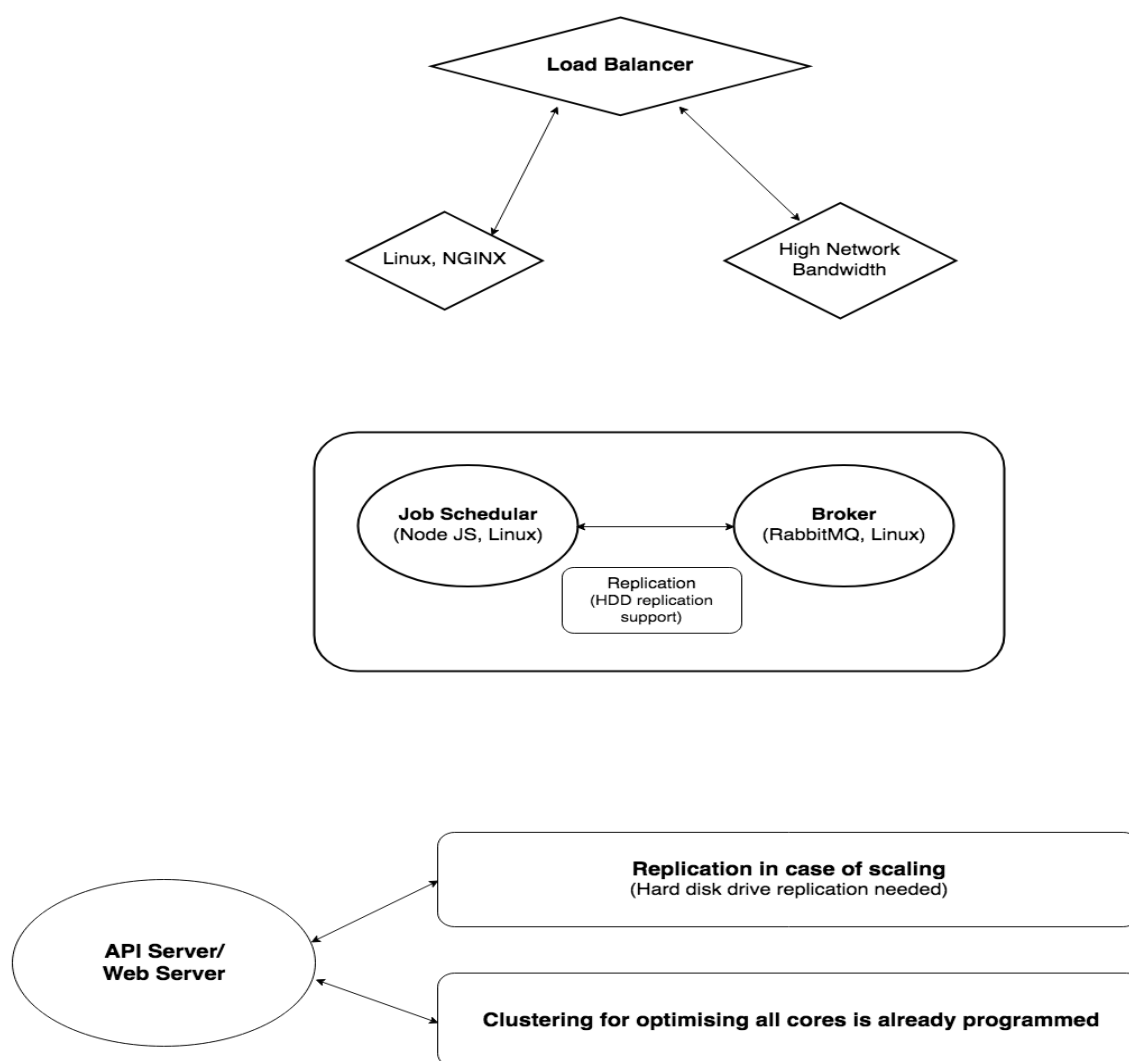


Figure 4: Macro View – Design of remaining application Flow.

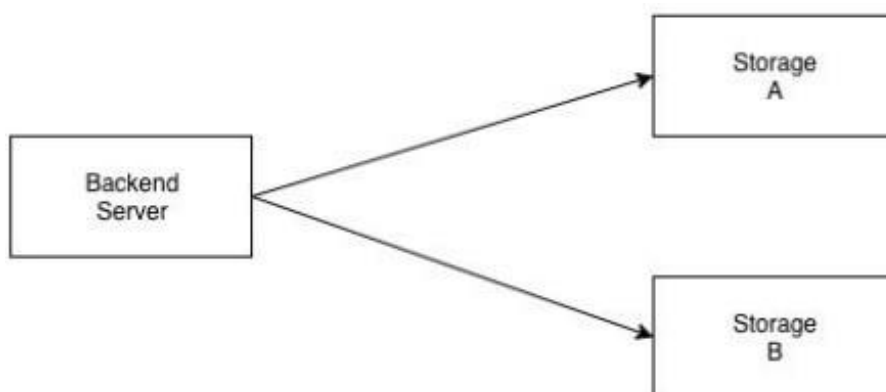
5. Technologies/ Tools Used

These below technologies are being used

- i) OS – RHEL v 7
- ii) NodeJs
- iii) React
- iv) Elasticsearch
- v) Logstash
- vi) Redis Server
- vii) Nginx as a web and loadbalancer
- viii) MSSQL Server Database
- ix) Docker Containers (virtualization)

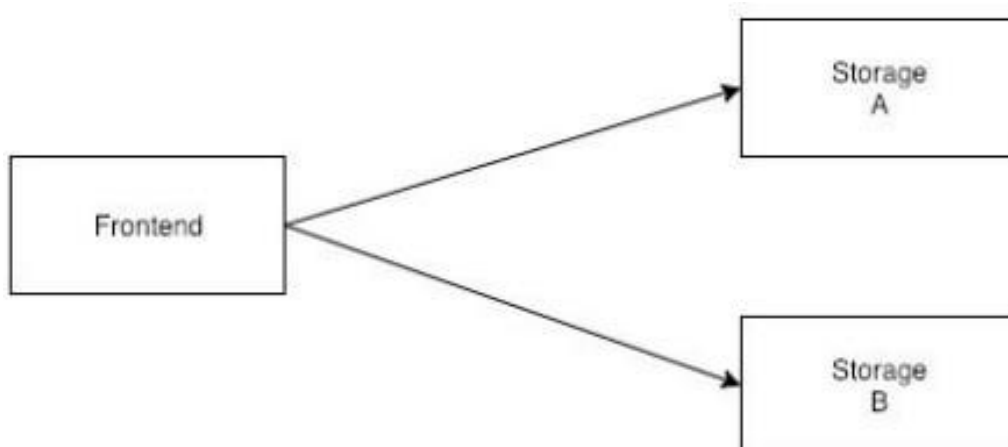
6. Storage (Archival and Archival access architecture)

Back End server



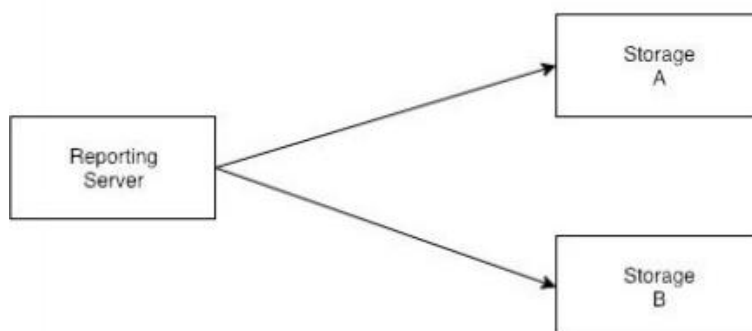
- I. From Portal, documents are saving in both the storage randomly.
- II. Documents can be upload as well as download from both storages as per requirement.
- III. After the end of every season or fully utilization of storage, all the documents are compressed and move them to the other available storage.
- IV. Mounted one storage for each Frontend and Reporting Server so that application can use that additional storage.

Front end server



- I. Both these storages contain old server logs and Backup.
- II. It also contains other application related documents and various software that are used in the production server.
- III. Both the storage devices have some storage left to use.
- IV. One of the storages is mounted in the backend server so that application can utilize it to its full capacity.

Reporting Server



- I. Both these storages contain data and backup.
- II. One of the storages is mounted in the backend server so that we can utilize it to its full capacity.

(Part-B)

National Crop insurance Portal (NCIP) is a Ministry's initiative to develop a centralized IT platform to ensure the better administration, coordination, transparency and centralized data source for getting real time information and monitoring in a phased manner. NCIP is a web-based portal for crop insurance (<https://pmfby.gov.in>) that facilitates to digitized the processes of PMFBY like notification, farmer enrolment through various channel like Banks, CSC, Intermediators etc and claim calculation. It also enables the utilities to manage the processes under the IT setup. Modules developed and made live are as below:

1. User Management

Multiple stakeholders are involved in the implementation of the scheme PMFBY. NCIP facilitate to create role-based user in two categories i.e. User Role and Admin Role. Users can be registered either through self-registration interface or admin can register the user below the hierarchy. Self-registration is subject to approval by the admin role user above in the hierarchy. Stakeholder's administrator will be registered by the GoI admin user. Mobile number is mandatory for the any user registration and it is used as user id for login. Aadhaar number is mandatory for self-registration.

2. Notification Digitization

Notification is the base for the enrollment of application of farmers under NCIP. Notification is the State subject. State notifies the location and crop for the season and year. Only for notified location and crop, application can be enrolled under NCIP.

3. Application Enrollment

Farmer's application can be enrolled from different sources as loanee/non-loanee farmer. Farmers, who have availed the benefits of KCC loan through Bank are named as loanee farmer and mandatorily enrolled by corresponding Bank for crop insurance under PMFBY. The farmer can take crop insurance voluntarily through Bank, Common Service Center (CSC), online and Insurance Company intermediaries etc. Land document and bank passbook are mandatory document for the non-loanee farmers. These documents are uploaded along with the application.

4. UTR Management

Bank enrolls the farmers application under NCIP and the corresponding farmer share is remitted out of system through NEFT/RTGS or some other standard means. Under NCIP, Bank user enters the UTR details and attached corresponding application for which amount is remitted to insurance company. Also, Insurance Company enters the detail of UTR through which farmer premium is received from different sources.

5. Application Management:

The enrolled application is subject to approval by insurance company. All the paid applications are shown to the corresponding insurance company. Insurance company can download the details of application. After due verification, approval and rejection done by insurance company under NCIP.

6. Crop Cutting Experiment (CCE) mobile application

Mobile application has been developed for capturing the CCE data in online/offline mode from the field and sync with the central server. CCE app captures, From-1 and Form-2 data along with geo-coordinated photographs. It is customizable as per the requirement of the States.

7. Farmer / Crop Insurance App

Farmer App is android based mobile app developed for the farmers. Through this app, farmer can enroll the application and can track the status of the applications.

SCHEDULE – II

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(Part-A)
EV-NCIP Modules

Module 1. Integration with Public Fund management System (PFMS)

PMFBY scheme involves various stakeholders like State Governments, GoI, insurance companies, banks and CSC. The financial transactions involved in the scheme like transfer of farmers premium from banks to the insurance companies, transfer of State/GoI share of premium subsidy to the insurance companies and payment of claims by the insurance companies to the farmers are not facilitated through the crop insurance portal. Due to this, tracking of fund flow, reconciliation of the premium and entire financial cycle is a challenge. In view of this, fund management platform will be developed under EV-NCIP with the integration of PFMS to manage and track the flow of fund. EV-NCIP will facilitate transfer of premium from the banks to the insurance companies and payment of insurance claims from companies to the farmers.

a) Identification of Stakeholders and Processes

Requirement analysis will be conducted to identify Stakeholders involved in fund flow chain and the processes involved for the fund transfer. A system requirement specification (SRS) document will be prepared. Each Stakeholder will have two users, maker and checker. Maker will be responsible for verifying the data and generation of fund transfer order (FTO) under EV-NCIP, the generated FTO will be digitally signed and sent for approval. Checker will verify and approve the FTO and attach his/her DSC. Only approved data will be involved in any financial transaction.

b) Bank-Branch master mapping with PFMS's bank-branch master

PFMS database will use separate Bank-Branch master then that used by the EV-NCIP. It will be mandatory to map the Bank-Branch master of PFMS with the EV-NCIP Bank-Branch master for smooth flow of transactions.

c) Registration of debit and credit accounts of the stakeholders under EV-NCIP

Debit and credit account details of the stakeholder will be registered under EV-NCIP for any financial transaction. A stakeholder can register separate debit and credit account. However, single account can be register as debit and credit account both. Also, stakeholder may also maintain these accounts at lower administrative level like State/district level. Maker will register and verify, and checker will verify and approve. Checker will generate a digitally signed document for the accounts. The signed document will be shared with PFMS for further validation.

d) Digital Signature Certificate (DSC) enrolment under EV-NCIP

Each user involved in the financial transaction chain must enroll their digital signature on EV-NCIP. During their first-time login, enrolment of DSC will be done. Without DSC enrolment, user cannot login. Delete option and any other utilities required will be available with stakeholder admin to manage the DSC.

e) DSC authentication and authorization framework.

All the digitally signed files will be validated in two parts:

i) Integrity of the signed file w.r.t DSC

- ii) Authentication of the DSC w.r.t registration of stakeholder.
- iii) Authorization of the digital signature w.r.t stakeholder authorization as per the registration and validity of the DSC.

Sharing of DSC with PFMS for authentication and authorization at PFMS level.

f) Generation of Fund Transfer Order (FTO) Module.

FTO generation will be two step process:

- i) Generation of FTO based on entered data and add digital sign
- ii) Verification of FTO and add digital sign

Stakeholder's user will generate the fund transfer order from their login and digitally sign the FTO. Once signed, it will be reflected in the approver's login for verification and thereafter user will approve or reject. After approval, user has to attach his/her digital signature. As soon as digital signature is attached, the FTO will be pushed to PFMS for payment.

g) FTO Digital Sign Module in Maker and Checker framework for payment to stakeholders.

User can attach the digital signature with FTO either during FTO generation/FTO approval or at later stage. For this, add digital signature option for signing the pending FTOs will be available separately.

h) FTO or Signed document sharing protocol with ACK and NACK.

Signed FTOs shall be shared with PFMS through SFTP. ACK/NACK will be shared by PFMS. DSC detail can also be shared through SFTP for validation of the digital signature at PFMS end.

i) Automated Daily reconciliation Framework.

Automated mechanism will be setup for the action taken on NACK received from PFMS. Also, it will be reconciled date wise on the basis of FTO pushed to PFMS. For any drop, the missing FTO will be pushed again to PFMS.

j) Account Verification Framework

All the registered accounts for the financial transaction shall be validated by using the PFMS platform. Only verified accounts will be involved in the financial transactions. Those accounts of farmers, which are pre-existing on the portal, the validation process shall be carried out by sharing the dump with PFMS and by sharing the response through PFMS. For new cases, account may be validated on the fly or in later stage per the API provided by PFMS. Bank wise account number validation, like number of digits, digit pattern etc., used for PFMS will also be executed through EV-NCIP at the form filling stage in order to minimize the account verification failure.

k) Payment Response send by PFMS to NCIP

PFMS will share the digitally signed response file with the EV-NCIP for the FTOs shared by NCIP. Response will be sent against the unique reference number for each transaction. For the rejected cases, transactions will be reinitiated after making the corrections in EV-NCIP. Modification shall be done as per the error returned by the PFMS.

Module 2. Online remittance of premium by Financial Institutions

Data relating to loanee farmers is entered by the Banks on the portal and the farmer premium which is deducted by the banks is remitted to corresponding insurance company however the transaction relating to such remittance are not executed through the portal at present, such transactions take place directly from the bank's system to the account of the insurance companies. It is proposed to develop a platform under EV-NCIP to remit the farmer premium by the Banks to the insurance company through third-party payment gateway.

a. Integration of third-party payment gateway

Third-party payment gateway will be integrated with EV-NCIP for the remittance of farmer premium. Mapping of insurance company account will be done for the credit of remitted amount.

b. Wallet Implementation

The remitted amount will be added in a wallet of the Bank-Branch. Bank-Branch can remit amount multiple times. For each transaction, unique id (UTR) will be assigned. Branch will add the farmer application against the UTR up to the UTR amount. As soon as an application is added to the UTR, the farmer premium amount of the application will be deducted from the UTR amount and balance amount will be shown.

c. Reconciliation

The financial transactions shall be reconciled on daily basis with the third-party payment gateway. Settlement between NCIP and payment gateway will be done in real time to show payment status to the user. Refund for the failed transaction will take place within 24 hours.

Module 3. Add-on Coverage of Crop Risk

As per the PMFBY guidelines, State may notify additional perils (Add-on), if required. For such add-on coverages no central subsidy will be provided.

a. Add-on coverage: Master preparation

State wise master of add-on coverage will be prepared. Add delete or edit option will be enabled under State admin login. Admin utility to manage Add-on coverage will be provisioned under State admin login. Monitoring and exceptional report will be available in admin login.

b. Add-on coverage Notification

The State Government will notify the add on coverage separately according to the crop and insurance unit.

Application enrolment with or without Add-on coverage.

Add-on coverage will be optional for the farmer. If the farmer opts for the add-on coverage, then the premium of the add-on coverage will be applied as notified by the State.

c. Premium calculation as per add-on coverage.

Premium calculator and policy creation module will be modified accordingly.

d. Claim calculation as per add-on coverage.

In claim calculation module, claim will be calculated as the add-on coverage opted by the farmer. Claim for add-on will be displayed separately.

e. State specific customization for add-on coverage

Add-on coverage module will be customized as per the practice adopted by the State.

Module 4. Crop Change

Farmers covered under the scheme PMFBY, can change the insured crop upto 2 working days before the cut-off-date for enrolment/buying insurance through financial institution/channel partners/Online after due verification.

a) Crop change intimation interface under NCIP/Farmer mobile app/Call center.

Farmer can raise the crop change request for the current season as per the revised guideline through EV-NCIP, Crop Insurance app or call center.

b) Crop change Intimation Acknowledgement framework.

Intimation of the crop change request and its status will be shared with the farmer via SMS. Also, interface will be provided on NCIP/Farmer app to check the request status. Crop change request will be displayed to the corresponding stake holder for necessary action.

c) Changed Premium management framework

Due to crop change, sum insured, and premium will change accordingly. Changes in application details due to change in crop will be carried out on EV-NCIP. Option to manage excess and short farmer premium will be provided and amount/area will be managed accordingly.

Module 5. Land Record Integration

Land record detail is one of the major requirements under the PMFBY scheme. Manual verification of the land record data is a challenge. Many States/UTs have digitized land record system, however their hierarchal system and practices are different. DAC & FW is moving forward to integrate the States/UTs land record system with NCIP to validate the farmer's land parcel with land record system.

a) Mapping of States/UTs land record location master with EV-NCIP location Master.

State's land record database is based on separate location master and are generally in regional language. Land records of the States are to be integrated with EV-NCIP database.

b) Integrate land record API with NCIP.

States will share the land record API for the verification of land details entered on EV-NCIP during farmer enrollment. The API will be tested with the input parameter for the desired output.

c) Validation of over insurance on EV-NCIP.

Over insurance cases are occurring due to lack of realtime land record verification. It is found that either single farmer has taken multiple insurance on same survey no. or the area entered of the survey no. is more than the actual area. Over insurance control will be implemented through EV- NCIP as per land record of the State.

d) Post event validation option of land record entered by user with State's land record.

In case of any failure in the land record API, the admin can disable the land record verification and go ahead so that the process of creation of applications is not hampered. However, such applications will be verified offline later. Land details of such applications will be verified with State's land record at night through automated scheduler/system. Status of the verification will be captured in the system and status of the application will be intimated to the farmer through SMS. Further, system may be developed for offline verification with the help of API.

e) Exception management framework.

In case of non-availability of API service at any time, the cases shall be verified later, and a proper message shall appear before the user. Exception log will be maintained.

f) Integration with the Portals of the States which are running their separate portals for PMFBY.

Module 6. Centralised Call Centre

DAC & FW has setup Kisan Call Center for the farmers. The services of Kisan Call Centre shall be utilized for PMFBY also. Kisan call center operator will access this application to answer farmer's queries.

a) Integration of EV-NCIP database with Kisan Call Centre.

User Interface (UI) will be developed under EV-NCIP for integration with the user interface of Kisan Call Center framework.

b) Farmer search interface under EV-NCIP database.

User Interface of farmer search will be developed. Farmer can be searched by Mobile number, Aadhaar number, Policy id, Account number or by location.

c) Policy search interface

User Interface of policy search will be developed. Policy can be searched by Mobile number, Aadhaar number, Policy id, Account number. or by location. Additional filter can be added to narrow down the search condition.

d) Claim interface

Claim related query can be raised through this platform by Farmers. Information available with EV-NCIP is to be communicated. Any information not available under EV-NCIP can be logged and displayed to the State and corresponding insurance company for providing the same to the farmer.

e) Call Record with Call Center:

Call between the farmer and the Call Centre will be recorded with voice recorder technology. It will be archived for further reference if required.

f) Registration of Calls with unique ticket number.

Any query or complaint of farmer will be registered on the EV-NCIP against a unique ticket number. The ticket number will be shared with the farmer through SMS indicating the tentative resolution timeline.

g) Query resolution mechanism:

Query or complaint registered with call center will be further forwarded/displayed to the concerned Stakeholder. The Stakeholder can forward it further down in the hierarchy or to another stakeholder if it concerns some other stakeholder.

h) Query resolution intimation to the farmer

Query/Complaint will be resolved by the concerned stakeholder. Progress status will be intimated to the farmer via SMS and the same will be updated on portal.

i) Administrative Reports to monitor the progress

Monitoring and administrative reports will be available for the stakeholders. Reports will be developed keeping in view the requirements projected by the stakeholders.

Module 7. Integration with IMD/ Weather Data Provider

Restructured Weather based scheme is based on the weather parameters for the claims. Weather parameter is provided by Indian Metrological Department (IMD) or other agencies notified by State. Integration of IMD or other weather agency platform with NCIP for faster claim calculation:

a) Mapping of location master

IMD and EV-NCIP may have different codes for the location master. Mapping of code is required for the transfer of data through API.

b) Term sheet digitization.

Provision to enter the term sheet on EV-NCIP. The option will be customized as per the State's request of the State Government.

c) API integration for weather parameters values from IMD/Weather Agency.

API based integration between EV-NCIP and the IMD/Weather agency identified by the State for the sharing of weather parameters data to EV-NCIP. The same will be visible to State and Insurance Company.

d) Calculation of claim based on term sheet and weather parameters.

Provision to calculate the claims under RWBCIS by the system based on the weather data shared by the weather agency and the digitized term sheet.

Module 8. Integration with Mahalanobis National Crop Forecast Centre (MNCFC)

a) Mapping of location master

MNCFC and EV-NCIP may have different codes for the location master. Mapping of code is required for the transfer of data through API.

b) Yield data or crop loss dispute intimation and settlement

c) ACF (Area Correction Factor) for insured crop for every season.

d) Satellite data-based Clustering

e) Integration of smart sampling tool for CCE plot selection

f) Integration of innovative technology driven approach for rationalisation of CCE.

g) Integration with the technique that is being developed for estimation of crop yield at gram panchayat level

h) Integration of Cadastral Map of the States.

i) Weather advisories

j) Cadastral level crop and land ownership verification

k) Smart Sampling: Integration between MNCFC and NCIP through API

l) Optimisation of Crop Cutting Experiment

Module 9. Location Master Management

Location master is the base for the implementation of the PMFBY Scheme. The scheme PMFBY is based on the State's revenue hierarchy. The revenue hierarchy is dynamic, differs from State to State and there might be changes from season to season on account of reorganization of revenue units or creation of new units. EV-NCIP is therefore required to be equipped with related provisions.

a) Addition or deletion of villages under revenue hierarchy based on requester and approver.

Addition and deletion of revenue unit under the revenue location hierarchy in the EV-NCIP database. The option will work in maker and checker scenario. Stakeholders like Bank, CSC, Districts, etc. can request for the addition of the location unit. State will verify the request and either approve or reject. System will validate the request and display its analysis to the States as a helping tool.

b) Bifurcation of revenue unit.

Bifurcation of revenue unit means creation of a new revenue unit at same level in revenue hierarchy. Further there can also be movement of old revenue units to newly created revenue units. Policy and application of earlier seasons will remain with the old hierarchy.

c) Movement of revenue unit from one higher unit to another of same level

On account of reorganization, villages may move from one taluka to another over the Crop seasons. Option to change hierarchy of the village should be enabled in State admin login. Similar case can be applicable for other units in the hierarchy.

d) Intimation of missing revenue unit by stakeholders.

Provision to share the intimation about the missing villages or other units in the hierarchy. It can be enabled for Banks, CSC and other stakeholders. All the intimations will be visible to State. State can download it in Excel format. Status of the request/intimation will be reflected to the stakeholder who raise the intimation.

Module 10. Conversion of data into regional language

Existing crop insurance portal supports 11 regional language including Hindi. However, the data is entered in English only. To support the multilingual data, it is required to convert the data into State specific local language.

a) Conversion of data of earlier seasons into regional languages at database level

b) Data will be saved in the database in both languages, English as well as regional language.

c) Newly entered data will be converted on the fly as entered by user in the regional language.

d) Web pages of the EV-NCIP will be made enabled in all the supporting languages along with English.

e) Mobile apps (Crop Cutting Experiment (CCE) App and Crop Insurance App) interface will be converted into regional languages.

Cost of any tool for above data conversion for above project duration shall be included in the bidder's proposal.

Module 11. Monitoring Framework/MIS Reporting

a) Monitoring Web Reports

Module wise web reports for monitoring the progress of scheme on different parameters. Reports shall be in printable format. Reports shall be drillable till the lower level from National to Village level. Reports will be developed with the development of the corresponding entry modules.

b) Analytical Reports

Comparative reports with earlier respective seasons on different parameters for the users.

c) Reports will be downloaded in Excel and PDF

Each report must have a unique number. Downloaded reports must have unique name as per the report number with date and time stamp.

d) EV-NCIP Search

Search module will be available in each stakeholder's login on different parameters like Policy search, Farmer search, Notification search, Bank-Branch Search, Location master Search, User Search etc. Further the search is to be made available by sub attribute also. Advance Search will be available on sub attributes of the parameters.

e) Dynamic Reports

Reports will be generated based in the input provided by user. Reports template and filters will be predefined only values can be input by the user.

Module 12. Optimization of data integrity between Elastic Search and MS-SQL

For data entry MS-SQL Server database is used at backend while for reporting Elastic Search NOSQL database is used. Data is synced from MS-SQL to Elastic Search at real-time i.e. as and when entered by user through NCIP interfaces.

a) Optimization of syncing process to make the data transfer real-time.

b) Daily reconciliation report for administrative monitoring.

Module 13. CCE mobile app

Mobile application has been developed for capturing the CCE data from the field and sync with the central server. CCE app works both online and offline mode. CCE app captures, From-1 and Form-2 data along with geo-coordinated photographs. It is customizable as per the requirement of the States. Following functionalities are to be enabled:

a) CCE schedule digitisation

State schedules the CCE for the insurance unit and crop. State selects the village (If IU is at higher level) and plot (Survey/Sub Survey no.) randomly for conducting the CCE. Two ways to select the CCE plot i.e. through smart sampling or conventional method. In State's login, option to declare the randomly selected village of the IU and survey number /sub survey number of CCE filed for a crop. State will declare the locations for the selection of CCE field according to smart sampling technique or the conventional technique. In smart sampling, the geo-coordinates and survey/sub survey number for the CCE field will be shared by MNCFC through API. The

schedule of the CCE will be approved by the State. The approved schedule will be available to the corresponding insurance company for the co-observance.

b) Smart Sampling

MNCFC will share the Geo-coordinates of the CCE field through API and the same will be shared to the mobile app based on the declaration done by the State for the use of smart sampling technique. CCE app will validate the CCE primary worker's geo-coordinate with the co-ordinates shared for smart sampling. A significant buffer distance between CCE primary worker's geo-coordinates and smart sampling will be allowed.

c) State Specific customization

CCE specifications differs from State to State i.e. measurement units of CCE field, shape of CCE plot etc. State specific customization is required for the smooth implementation of CCE through CCE app.

Module 14. Crop Insurance App

Crop Insurance App is android based mobile app developed for the farmers. Through this app, non-loanee farmers can enroll themselves directly and can track the status of their application and the status of the claims.

a) Claim Status

Enable claim status report in the Crop Insurance app based on the claim status shared by insurance companies.

b) Enable crop loss intimation

Farmer can raise the crop loss intimation for the ongoing season as per the revised guidelines through crop insurance app and can track the status of the request. Status change will be intimated through SMS.

c) Crop Change Intimation

Farmer can raise the crop change request in the ongoing season as per the revised guidelines through crop insurance app and can track the status of the request. Status change will be intimated through SMS.

Module 15. Claim module and its alignment with PFMS module

Claim module is to be developed under EV-NCIP with functionality for claim calculation, claim approval/rejection etc. Following claims types to be made provisions for:

- a) CCE based widespread Calamities**
- b) Mid-Season Adversity**
- c) Prevented Sowing**
- d) Localized Risks**
- e) Post-Harvest Losses**
- f) Weather based for WBCIS**

Module 16. Seasonality Discipline

Scheme PMFBY is season based. There are two crop seasons, Kharif and Rabi. The seasons are closed or open as per the seasonality discipline of the crop.

- a) Opening and closure of season**

Option to close and open the season as per the, scheme, state and year will be available in State admin login and GoI admin login. State can close the Season and open the season as per the seasonality discipline. But once the season is closed by GoI, the States will not be able to open the season. In such cases only GoI can open the season after examining the request made by the State Government.

Module 17. Calculation of Bank Commission

As per the revised guidelines bank commission of 4% of total farmer premium for approved application has to be paid by insurance companies to the Banks. It is proposed to calculate the Bank charges through EV-NCIP on the basis of the number of applications and to automatically transfer the commission amount to the Bank through the EV-NCIP interface. In cases, where the farmer's premium is borne by the Government, the commission charges shall be calculated on the actual farmer premium irrespective of the amount deducted by the Banks.

a) Calculation of Bank's commission

Bank's commission of 4% will be calculated on NCIP as per the approved application. It will be calculated at the end of the season to minimize the variation. Auto calculated Bank's commission will be available in insurance company login for approval. The approved, commission will be paid to the Bank through the PFMS platform.

b) Reconciliation Report

Reconciliation report will be made available in Bank's login, transaction wise against which charges have been approved and paid.

Module 18. Upgradation and streamlining the existing modules under NCIP

Existing modules under NCIP, mentioned in Schedule-1, Part-B, will be upgraded as and when required, as per the request received from the State and after the approval of the request by DAC & FW.

Changes in existing modules due to revamping of Pradhan Mantri Fasal Bima Yojana (PMFBY) and RWBCIS schemes:

1. Enrolment:

From the season Kharif 2020, the enrolment under the Scheme is made voluntary. Due to this following change will be done in the existing notification module.

a) Enrolment through Bank-Branch/ Bank-CBS:

Farmer can enrol for the PMFBY/RWBCIS through the Bank channel. Two different option available for the enrolment:

- i) **Loanee Farmer:** All the farmers having KCC loan account and availed the crop loan for the season should be enrolled through this option if they have not given optout intimation to the banks.
- ii) **Non-Loanee Farmer:** Farmers not having KCC or not availing the crop loan for the season should enrolled through this option.

No document will be uploaded by the bank. However, bank-branch will maintain all the necessary document as per the guideline.

b) Enrollment through CSC/Intermediaries/Online farmer

Farmer can enrol through CSC, intermediaries or online through NCIP. In this case farmer has to declare that whether crop loan is availed for the current season (season for which enrolment is being done) or not. Necessary document uploading is mandatory through these channels. If farmer declares that, crop loan is availed for the season, the details of the loan account would be mandatory to fill.

c) Tenant Farmer

Option to select tenant farmer will be enabled in the enrolment form. User has to select tenant farmer, if farmer is tenant farmer, then the details of the landowner will be prompted to fill. Land record will be verified according to the details of landowner.

2. Notification

In the revamped PMFBY and RWBCIS the flexibility has been given to State to select any or more additional risk cover/features like prevented sowing, localised calamity, mid-season adversity and post-harvest losses. Also, State/UT can offer single peril risk/insurance cover like hailstorm etc, under PMFBY even with or without opting for base cover (Both PMFBY.RWBCIS).

a) Creation of peril/risk master

Option to create peril/risk master will be provided in the State user and State admin login. Peril/ risk will be categorised under three categories

1. Base Cover
2. Single Peril
3. Add-on risk

The master will be maintained State wise and season wise.

b) Notification of peril/risk district wise-crop wise.

During notification, district wise and crop wise peril/risk mapping will be done. The peril/risk will be selected from the master as prepared by the State. Also, user will declare that the district is under irrigated or unirrigated category as per the definition provided in the revamped PMFBY and RWBCIS scheme.

3. Bank User hierarchy management

Bank's offices are divided as head office (HO), Regional office (RO), Zonal office (ZO) and branches. Option to create the hierarchal structure of the bank will be enabled under NCIP.

a) Creation of Bank hierarchy under NCIP.

Different bank can have different office hierarchal system. Provision to define office's hierarchy under NCIP Bank wise will be enabled. The option will be available under HO admin login.

b) User Creation

User of the upper hierarchy will create or approve the user of lower hierarchy

c) Add/Map Bank's Branches

Concerned user will add/map the branches in the respective hierarchy.

Module 19. Intermediary Module

Intermediaries are the representatives of empaneled insurance companies and responsible for the enrollment of the of the non-loanee farmers. Intermediaries web interface is enabled for the enrolment of farmers. As of now the option is enabled for

the insurance company for which the cluster is allocated i.e. L1 insurance company as per tender. But as per guideline section 3.1.4, other empanelled Insurance Companies which have participated in the bidding and are keen for enrolment of non loanee farmers in the cluster may also be allowed to enrol non-loanee farmers at L1 premium rate. The interested companies have to inform their willingness in writing within seven days of finalisation of tender/issuance of work order to L1.

a) Mapping of insurance companies

Empanelled Insurance Companies (IC) which have participated in the bidding will be mapped with the district under NCIP. The option will be available in the State user/ State admin login. The mapped insurance company must agree/approve the mapping as per the willingness show to State for the coverage. This option will be available in the IC's admin login.

b) Enrolment

The mapped insurance company's intermediaries can create the applications of farmers for the district. Insurance companies, other than L1, may also enrol farmers in the districts where the said companies had quoted the bid and have indicated their acceptance to the State Government for carrying out the enrolment process at the L1 rate. Provided that in order to ensure control over the sources of enrolment, such companies shall carry out enrolment only through the intermediary channel.

c) Deposit of farmer premium through challan

Through intermediary's login, intermediary can generate the challan for the depositing the collected farmer premium to the insurance company account. User will select the applications for which challan is to be generated. The challan will be generated of amount equal to the sum of farmer premium of all the selected applications.

Module 20. Email and SMS platform

Email and sms platform will be setup for sending the intimations or acknowledgement to the stakeholders. SMS will be sent for every change in the status of the application for the farmer. System generated mails will be sent to the Bank, insurance company, CSC etc. Progress summary will be made available to the Department officials via SMS on daily basis. Format and content of the sms will be defined by the Department.

Module 21. Data Analytics

Collection of data from various identified sources and undertaking analytics on data to identify trends, patterns, insights that will help improve the delivery of services to the farmers. Activities included but not limited to are as follows: -

a) Data Cleansing

Data cleansing shall be a critical component of the framework. It shall be performed on the historical data of DAC & FW and data from external sources as identified shall also be an ongoing activity in order to maintain the data sanity of the data sources.

b) Predictive analysis

Used cases will be agreed upon during the engagement for predictive analysis based on the requirement of DAC & FW. Predictive analysis framework for these used cases is required to be set up.

c) Semantic analysis

To conduct analysis of plain text information in order to extract meaningful insights. The two data sources for this information are as follows:

1. Feedback provided by the farmers
2. Ticket description mentioned in the tickets generated at the helpdesk ticketing tool.

d) Automation

To implement Automation for dormant insurance / claim application purge by building an automated rule system.

e) Web Analytics

To perform web analytics on the web portal - pmfby.gov.in. The specific pages of the portal on which the web analytics is to be performed and the reports desired out of the same shall be mutually agreed upon by the DAC & FW and the strategic partner during the start of the assignment.

Cost of any data analytics tool to be included in bidders proposal.

Module 22. Home Page upgradation of NCIP

For the purpose of information and related matter along with elements such as “About PMFBY, Management Team, Ministry, Program Details, Press Release,” etc. NCIP is required to be upgraded and maintained by the Strategic Partner. NCIP is to be made GIGW compliant. The content for the website could be provided by the department or developed by the Strategic Partner. The key sections of the website would include:

1. About Ministry and PMFBY Program
2. Management Section
3. Contact
4. Media
5. Related Links
6. Banners and Statistics related to program
7. Announcements
8. Document Section

EV-NCIP should be compliant with the Guidelines for Indian Government Website (GIGW). GIGW is the recommended policy and guideline for Indian Government websites and portal. Details regarding GIGW are available at <http://web.guidelines.gov.in>

Module 23. Amount based notification and differential notification

Notification is the base for the enrollment of application of farmers under NCIP. Under notification, the State declares the crop, premium rate, scale of finance and other parameters. Currently, premium amount is calculated on the basis of the premium rate and scale of finance defined under notification. Revised guidelines allow State to exempt the farmer's premium but, in such cases, it will be borne by the State Government. However, in this scenario at least Rs.1 will be taken from farmer as token money so as to have the record of such applications on the portal. Also, if the State provides the exemption for the farmer's premium for certain limit of land area, then such provision shall be required to be made on EV-NCIP.

- a) Absolute amount-based farmer premium

Enabling option in notification to declare the farmer premium in absolute amount. In such cases the State will enter the premium amount instead of percentage. However, total amount of farmer premium will not exceed the amount calculated in terms of percentage defined in the tender notification. Also, the State defines that this exemption will be facilitated on the first cum first serve basis upto certain limit. For example, for the first 100 applications the farmer premium may be Rs.1 only.

b) Limited area-based notification

State limits the farmer premium subsidy upto certain limit of the insured area for a farmer. If the insured area exceeds the defined limit, then farmer has to pay the full premium for the exceeded area insured. Notification option should be customizable to achieve the area-based notification.

The notification module should be customizable as per the State requirement based on key parameters.

Module 24. Integration of EV-NCIP with Crop Insurance portal of States.

Some States e.g., Karnataka has own crop insurance portals and their farmers data is captured on their State portal. Integration of State's portal with the EV-NCIP is required for the flow of information for better monitoring.

a) Mapping of States/UTs crop insurance portal location master with EV-NCIP location Master.

State's portal database uses separate location master and language than the National portal. It will be required to map the location master of State's portal with the EV-NCIP location master.

b) Integrate State's Portal API with EV-NCIP.

State will share the API for the transferring the data from State's Portal to National portal. The APIs will be tested with the input parameter for the desired output. All the attributes related to farmer, farmer enrolment, threshold yield, actual yield, claims etc. will be shared. Any updating in the records must be brought into sync with the EV-NCIP.

c) Exception management framework.

In case API service is not available at any moment, in that case such cases will be verified later, and a proper message will be shown to the user. Exception log will be maintained.

Module 25. Aadhar Vault implementation

As per UIDAI guideline, Aadhaar number and Aadhaar related information should be encrypted by a reference key and stored in Aadhaar Vault. Aadhaar vault should be the only place where Aadhaar number and Aadhaar related information can be stored. The Aadhaar reference key should be stored in place of Aadhaar number in the database not the Aadhaar number directly. With the help of Aadhaar reference key, Aadhaar number or the Aadhaar related information can be accessed as and when it is required by the authorized user.

a. Enable Aadhaar vault

Aadhaar vault will be implemented through EV-NCIP. All the existing Aadhaar numbers will be migrated to the Aadhaar vault. Encryption algorithm will be used as per the industry standard.

b. Modification in the application layer

Necessary changes will be done at the application level so that the other existing processes can consequentially be linked to the Aadhaar vault.

c. Aadhaar sharing framework

DBT (Direct Benefit Transfer) is one of the focus areas of the scheme. Alternative mechanisms like Aadhaar based payment system are to be made enabled in case of account based payment failure. In such scenario, Aadhaar number may be shared with the payment agencies (PFMS, Bank, Insurance Companies) for initiating the Aadhaar based payment. Aadhaar sharing protocol should be defined for EV-NCIP.

Module 26. Subsidy release framework

Subsidy is an important part of the scheme. GoI and State Government share the insurance premium subsidy. Subsidy release framework is to be implemented through EV-NCIP to keep track of the movement of subsidy from the State and Central Government to the insurance company.

a) State and Central Subsidy calculation

Option to auto-calculate the State and Central Subsidy by the system itself as per the guidelines and on the basis of applications approved on EV-NCIP. Calculation sheet should be readily available in the login of insurance company, State Government and GoI. Option to save the calculation sheet should be available in the insurance company login with date time stamp.

b) Subsidy Release request by insurance company:

Insurance company can raise the subsidy release request with the State Government through EV-NCIP only. In Subsidy request option, insurance company can attach the formal letter on its letter head along with the subsidy calculation sheet. As soon as the Insurance company will raise the subsidy request with State Government, an intimation will be sent by the system to the concern State officials along with IC's letter and calculation sheet as attachment. Copy of the mail will also be given to the GoI. Format for calculation sheet, subject of the mail and content of the mail shall be defined with formal approval.

c) Subsidy Release

State Government will process the IC's subsidy request. Once the subsidy is released by State, State will have to upload the sanction order detail on portal against the subsidy request with release amount and date. Insurance company will receive this amount through the portal and enter the receiving date once the amount gets credited into their account.

d) Subsidy release request with GoI

After receiving the subsidy from the State, ICs will raise the subsidy request for GoI share. IC will upload the necessary document with detail.

e) GoI Subsidy release request processing

After receiving the subsidy release request, GoI will process the request. Final sanction order with amount and release date shall be uploaded on the portal. Insurance company will receive the amount with date through EV-NCIP.

Module 27. Intermediary Mobile Module/Web Module

Intermediaries are the representatives of empaneled insurance companies and responsible for the enrollment of the of the non-loanee farmers. Development of the android based mobile application for the capturing the date of farmer enrollment and premium collection.

a.) User authentication and authorization

User authentication and authorization option will be enabled in the app. User will be authenticated from the central server and valid of next 7 days. After 7 days of successful login, user has to login again

b.) Application Enrolment

Option will be created to enroll the farmer's application for the selected season and year. Enrollment will capture all the required field and necessary document through app and upload of the central server.

c.) Farmer Premium collection

Option to collect the farmer premium of the enrolled application through wallet. Intermediary will top-up the wallet through online payment system. Farmer premium will be deducted from the wallet and intermediary will collect the premium amount from the farmer.

d.) Acknowledgement receipt

Acknowledgement receipt will be share with the farmer through SMS on the registered mobile number. SMS will contain the link of receipt in PDF format.

e.) Application tracking and Dashboard

Application status tracking option will be available in the mobile app for the user to check the status of the application. Dashboard will be available in the mobile app to see the consolidated report

(PART-B)

Integration of EV-NCIP with the tech systems of the Insurance Companies using Block Chain technology

Insurance companies (IC) provide crop insurance to the farmers. After the entry of farmers' application on the portal, the ICs are required to check the applications after which the applications are either approved or rejected. Insurance policies are booked once the application is approved. At present the ICs have their own system to process the application and claim calculation. Integration of EV-NCIP with the internal tech system of the insurance companies will be required for the flow of information to and for in the automated manner.

a) Block Chain technology will be used to replicate the data at IC node and vice-versa.

Farmer Applications entered into EV-NCIP from different sources like Bank, CSC, online etc. will be replicated to the respective insurance company database according to State and District. EV-NCIP and ICs databases shall always be in sync. Changes in EV-NCIP will automatically update the information on insurance company portal. EV-NCIP data will be primary source of data.

b) Reconciliation Framework

There will be Day-to-Day transaction reconciliation. Any change in EV-NCIP database should be committed and the same should be updated on IC's database. In case of failure in IC's database, the transaction should be performed on EV-NCIP and the same will be updated at later stage as per defined SOP.

c) Transaction Log Management

System will maintain the log for each and every transaction for the reconciliation purpose.

d) Record Versioning framework

Versions of the records will be maintained at both the ends i.e., EV-NCIP and IC database according to the date-time stamp.

(Part C)

Change Request Management

1. The purpose of the Change Request procedure is to control changes to the PMFBY Solution.
2. The change request procedure has the following objectives:
 - i) To protect the environment from uncontrolled changes
 - ii) To minimize the occurrence of unintended affects during the implementation of necessary changes
 - iii) To avoid implementation of any change which is not reviewed, approved or analyzed
 - iv) To control the impact of changes and minimize the effect on effective as well as efficient service delivery
3. **Change Control Board (CCB):** CCB will be responsible for ensuring that the change management guidelines is implemented and maintained.
4. DAC&FW will create a committee which will act as a CCB to oversee the administration of the Change Request Management procedures and guidelines.
5. The CCB will be authorized to review, approve and schedule all changes to the PMFBY application.
6. For the purpose of change request, man month rates are being asked from prospective Strategic Partner in this RFP.
7. Bidder would also provision for additional Man-Month for carrying out work other than the scope of work mentioned in the RFP, its corrigendum (if published) and the SRS document and its revisions, as mentioned above. The effort estimation for the same would be mutually agreed between DAC&FW and bidder through the change request procedure.
8. Any configuration, performance tuning, mitigation of security observation during annual/ periodical audits, changes required to accommodate patches, upgrades, bugs fixing, etc. which are required for the operation of the project shall not qualify as change request.
9. All the development / customization/ configuration must meet the requirements for security, performance and ease of use for operations, administration and management.
10. The entire change request process will be implemented as mentioned below. The proposed timelines for each steps / activity and the corresponding responsibility Centre is also shown in the table below:

S. No	Process	Responsibility Center
1.	Authorized official from Strategic Partner requesting a change will initiate a request by filling up the 'Change Initiation Form' after logging in with their own credentials.	Strategic Partner
2.	Change request copy is to be submitted electronically to the DAC&FW and CCB members	Strategic Partner

S. No	Process	Responsibility Center
3.	DAC&FW will evaluate the change request for risks, process of evaluating & implementing change, time required for completing the change(s) and any other additional requirement / information needed to clarify the Change requested; and will provide their recommendations	DAC&FW
4.	The CCB will discuss and provide adequate responses to the queries / suggestions from the Strategic Partner on the requested change. The committee will further decide on the responses to the queries / suggestions and submit decision to DAC&FW.	CCB
5.	Based on the responses provided by CCB, Strategic Partner will prepare and submit a techno commercial proposal.	Strategic Partner
6.	The Strategic Partner can submit their Techno Commercial proposal either in hard copy or electronically to CCB committee members and DAC&FW	Strategic Partner
7.	a) DAC&FW will evaluate the techno commercial proposal submitted by and provide the recommendations to CCB. b) CCB will review the evaluation and comments provided by the DAC&FW and decide on the final status.	CCB
8.	c) If CCB does not approve the proposal in its entirety, then CCB will initiate negotiation with the Strategic Partner based on any of the aspects like cost, time, resources, impact on systems and/or operations and additional parameters, whichever applicable. d) Based on the negotiation, the PMU will submit the final recommendation to e) If CCB approves the proposal in its entirety the Change request between CCB and Strategic Partner will be initiated.	CCB
9.	During signing procedure, the form will be printed, with all supporting annexure as logged in the system. The authorized signatory from DAC&FW as well as the Strategic Partner will sign the Change Request Evaluation and Finalization form (at first place) and accordingly a formal Go-Ahead will be provided by DAC&FW. This form will be signed in two copies; one for the Strategic Partner and other for CCB / DAC&FW.	DAC&FW/ Strategic Partner
10.	Strategic Partner will then initiate the change as required, along with proper documentation at each stage.	Strategic Partner
11.	Once the change is completed as per agreed timelines and specifications, DAC&FW will proceed with the User Acceptance Testing to provide comments / recommendations to the committee members.	CCB & PMU

S. No	Process	Responsibility Center
12.	If any further activities are required to be carried out as per the recommendations during UAT, it will be done by the Strategic Partner. After that an Acceptance Certificate will be issued to Strategic Partner by CCB.	CCB & Strategic Partner
13.	Strategic Partner will deploy the changed solution and will inform CCB and PMU.	Strategic Partner
14.	The DAC&FW will finally review and confirm the deployed solution as per agreed standard, specifications and requirements, and provide status to CCB.	CCB
15.	A final signing process will be taken on the 'Change Request Evaluation & Finalization' Form and completion Certificate will be issued to the Strategic Partner by CCB. A copy of this completion certificate will have to be submitted to CCB along with the invoices for this change implementation.	CCB

11. On receiving any Change Request from DAC&FW, the Strategic Partner must submit its proposal with all the required information for CCB's perusal.
12. The change request should be categorized as simple, medium and complex change. The Strategic Partner must provide the list of deliverables within timelines.
13. The final "Acceptance Certificate" would be provided by CCB. CCB will in all such cases revert within 10 working days after final implementation of the change and provide satisfactory completion certificate or the reasons for non-acceptance. In case of no feedback, the changes will be deemed accepted by CCB post 10 days of submission.
14. Subject to Clauses in the section, the Strategic Partner shall take all necessary steps to implement the change as per the project plan submitted, without compromising on quality and performance standards. If the Strategic Partner fails to comply with the acceptable standards & requirements of implementing the requested change, or denies implementation of the requested change at any stage during the contract period, CCB will have complete authority to get the change implemented from any of the third party / nominated government agency independently. The integration of the change developed shall be the responsibility of Strategic Partner at no additional cost to DAC&FW, provided the acceptance of deliverable(s) by CCB and Technical Committee of the change is undertaken by the third party.
15. If CCB gives any new requirement or change request, the Strategic Partner should follow the change management procedure to implement the change on additional payment basis. The requirements for required infrastructure to implement the change should be specified by the Strategic Partner so that CCB can make necessary provisions.

16. It is proposed that the prevailing rates for all kinds of change, as and when initiated by CCB will be taken into consideration and the proposals will be accordingly evaluated. In all such matters the decision of the CCB will be final and binding on all parties.

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Appendix-I

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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 and unqualified.
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 or any of our Associates 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 or any of our Associates 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 either against us or against our Associates or against our CEO or any of our Directors / Managers / employees.
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.

Yours faithfully,

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

FORM-2 (PARTICULARS OF THE APPLICANT)

1. General Information
 - a) Name:
 - b) Country of incorporation:
 - c) Address of the {corporate headquarters and its branch office(s)/ registered office}, if any, in India:
 - d) Date of incorporation and/ or commencement of business:
2. Brief description of the {Company/Firm} including details of its main lines of business and proposed role and responsibilities in this Project:
3. Details of individual(s) who will serve as the point of contact/ communication for DAC & FW:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:
4. Particulars of the Authorized Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
 - (e) Fax Number:
5. A statement by the Bidder or any of their Associates disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below. (Attach extra sheets, if necessary.)

Yours faithfully,

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

Form-3 (Statement of Legal Capacity)

(To be forwarded on the letter head of the Applicant)

Ref. Date:

To,

[]

Dear Sir,

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

I/We hereby confirm that we, the Applicant, Constitution of which has been described in the Proposal, satisfy the terms and conditions laid down in the RFP document.

I/We have agreed that (insert individual's name) will act as our Authorized Representative and has been duly authorized to submit our Proposal. Further, the authorized signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

For and on behalf of

FORM-4 (POWER OF ATTORNEY FOR SIGNING OF BID)

Know all men by these presents, We, _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. /Ms _____ (Name), son/daughter/wife of _____ and presently residing at _____, who is presently employed with us and holding the position of _____, as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the Appointment of Strategic Partner for Development, Operation & Maintenance of Enhanced Version of National Crop Insurance Portal (EV-NCIP) (“Project”) proposed by the DAC & FW (the “Authority”) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders’ meetings and other conferences and providing information /responses to DAC & FW, representing us in all matters before DAC & FW, signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of our bid, and generally dealing with DAC & FW in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Contract Agreement with DAC & FW or any entity representing DAC & FW.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF _____, 2020.

For
(Signature)

Witnesses:
(Name, Title and Address)

1. _____ 2. _____

Accepted
.....
(Signature & Name, Title and Address of the Attorney)

FORM-5 (FINANCIAL CAPACITY OF THE APPLICANT)

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

Certificate from the Statutory Auditor^{\$}

This is to certify that (name of the Applicant) has received the payments shown above against the respective years on account of delivery of services.

(Signature, name and designation of the authorized signatory)

Date:

Name and seal of the audit firm:

^{\$} 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.

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:	
Estimated capital cost of Project (in Rs crore or US\$ million):	
Payment received by the Applicant as professional fees (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, 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

FORM-7 (TENDER ACCEPTANCE LETTER)

(To be given on Company Letter Head)

To,

Date:

Subject: Acceptance of Terms & Conditions of Tender.

Tender Reference: Development, Operation & Maintenance of Enhanced Version of National Crop Insurance Portal (EV-NCIP).

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above referenced 'Tender' from the web site(s) namely:

as per your advertisement, given in the above-mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organisation too has also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.

6. I / We certify that all information furnished by our Firm is true & correct and, in the event, that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said bid security deposit absolutely.

Yours Faithfully,

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

APPENDIX-II

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FINANCIAL PROPOAL
FORM-1 (COVERING LETTER)

(On Applicant's letter head)

(Date and Reference)

To,

[]

Dear Sir,

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

I/We, (Applicant's name) herewith enclose the Financial Proposal for selection of my/our firm as Strategic Partner.

I/We agree that this offer shall remain valid for a period of 120 (One Hundred Twenty) days from the Proposal Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

Note: The Financial Proposal is to be submitted strictly as per forms given in the RFP.

FORM-2 (FINANCIAL PROPOSAL)

Item No.	Description	Amount (Rs.)	MULTIPLIER	TOTAL AMOUNT (Rs.)	Amount in Words
Part 1	Development and Go Live of PMFBY solutions		1		(a=a1+a2)
SCHEDULE II Part A	EV-NCIP Modules		1		(a1)
SCHEDULE II Part B	Use of Block Chain Technology		1		(a2)
Part 2	O&M for 1 year		3		(b)
Part 3	Per Man-Month charge for Change Request		100		(c)
	TOTAL (a+b+c)				
	APPLICABLE TAXES				
	Grand TOTAL (including taxes) (in Rs.) In Indian Rupees in figures				

- Part 2 [1 year cost] should not be less than 7% of Part-1 cost.
- Part 3 shall be paid only in case Change Request is exercised and shall be paid in proportion to the effort (in term of man months)
- 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 will prevail.

Part-II: Draft Service Agreement

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Disclaimer

This Draft Service Agreement is merely a draft and subject to further changes before finalisation of agreement between the parties. In case any inconsistencies between the clauses of draft agreement and RFP, The Clauses of RFP will prevail.

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Agreement Document

This development and services agreement (“Agreement”) is made on this the ____[....] day of ____[...], 2020 at ____[....], India (“Effective Date”)

BETWEEN

Department of Agriculture Cooperation & Farmer’s Welfare, Government of India (the “DAC&FW”), having its principal office at Krishi Bhawan, New Delhi-110001, India hereinafter referred to as ‘**Authority**’, which expression shall, unless the context otherwise requires, include its successors and assigns;

AND

[.....], a Company incorporated under the *Companies Act*, _____, having its registered office at [.....] (hereinafter referred to as ‘**Strategic Partner**’/”**SP**” which expression shall, unless the context otherwise requires, include its successors and permitted assigns).

Each of the parties mentioned above are collectively referred to as the ‘**Parties**’ and individually as a ‘**Party**’

WHEREAS:

1. Authority is desirous to select a Strategic Partner to undertake software development, roll out, technical operations, and maintenance of the EV- NCIP.
2. In furtherance of the same, Authority undertook the selection of a suitable Strategic Partner through a competitive bidding process for implementing the Project and in this behalf issued Request for Proposal (RFP) dated
3. The successful bidder has been selected as the Strategic Partner on the basis of the bid response, to undertake the Project in terms of the RFP and as set out herein.

NOW THEREFORE, in consideration of the mutual covenants, promises, assurances, representations and provisions set forth herein, the Parties hereto agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Terms and expressions used in this Agreement (including the Introduction) shall have the meanings set out in clause 24 “Definitions” of this Agreement.

1.2 Interpretation

In this Agreement, unless otherwise specified:

- (a) references to Clauses, Sub-Clauses, Paragraphs, Schedules and Annexures are to clauses, sub-clauses, paragraphs, schedules and annexures to this Agreement;
- (b) use of any gender includes the other genders;
- (c) references to a ‘**company**’ shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established;
- (d) references to a ‘**person**’ shall be construed so as to include any individual, firm, company, government, state or agency of a state, local or municipal authority or government body or any joint venture, association or partnership (whether or not having separate legal personality);
- (e) a reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted;
- (f) any reference to a ‘**day**’ (including within the phrase ‘business day’) shall mean a period of 24 hours running from midnight to midnight;
- (g) references to a ‘**business day**’ shall be construed as a reference to a day (other than a Sunday) on which nationalized banks are generally open for business;
- (h) references to times are to Indian Standard Time;
- (i) a reference to any other document referred to in this Agreement is a reference to that other document as amended, varied, novated or supplemented at any time; and
- (j) all headings and titles are inserted for convenience only. They are to be ignored in the interpretation of this Agreement.

1.3 Measurements and Arithmetic Conventions

All measurements and calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down except in money calculations where such amounts shall be rounded off to the nearest INR.

1.4 Ambiguities within Agreement

In case of ambiguities or discrepancies within this Agreement, the following principles shall apply:

- (a) as between two Clauses of this Agreement, the provisions of a specific Clause

- relevant to the issue under consideration shall prevail over those in a general Clause;
- (b) as between the provisions of this Agreement and the Schedules/Annexures, the Agreement shall prevail, save and except as expressly provided otherwise in the Agreement or the Schedules/Annexures; and
 - (c) as between any value written in numerals and that in words, the value in words shall prevail.

1.5 Priority of documents

This Agreement, including its Schedules and Annexures, represents the entire agreement between the Parties as noted in this Clause. If in the event of a dispute as to the interpretation or meaning of this Agreement it should be necessary for the Parties to refer to documents forming part of the bidding process leading to this Agreement, then such documents shall be relied upon and interpreted in the following descending order of priority:

- (a) This Agreement along with the Schedules and Annexures;
- (b) Request for Proposal and Addendum / Corrigendum to the Request for Proposal (if any). For the avoidance of doubt, it is expressly clarified that in the event of a conflict between this Agreement, Annexures / Schedules or the contents of the RFP, the terms of this Agreement shall prevail over the Annexures / Schedules and Annexures / Schedules or contents and specifications of the RFP.

2. SCOPE OF THE PROJECT

2.1 Purpose of this Project

As there are lot of structural variations between different States, between different banks and between the insurance companies therefore additional functionalities and modules to facilitate their technical requirements suiting their needs have been requested by them on regular basis. Apart from this, the process of remittance of premium by the banks to the companies and the process of disbursement of claims by the companies to the farmers is still not portal driven due to which tracking of premium deduction/remittance and tracking of claim disbursement through portal is still not happening. Due to non-integration of the technical platform of the insurance companies with that of NCIP on the lines of block chain system, information gaps emerge in the process flow. GoI intends to bring all the remaining processes for crop insurance starting from enrollment to claim disbursement through NCIP by moving ahead with an enhanced version of NCIP (hereinafter referred to as EV-NCIP).

2.2 Scope of work

The Strategic Partner shall be required to develop, install, commission customize and operate the enhanced version of NCIP and implement, manage, maintain and provide technical support and fulfil its other roles and responsibilities, subject to and in accordance with terms, standards and specifications as particularly set out in detail in

PART 1 (Schedule I & II) of the RFP and as indicated in Schedule I of this Agreement (“Scope of Work”)

3. TERM AND DURATION OF THE AGREEMENT

This Agreement shall come into effect on the date herein above set out (hereinafter the ‘**Effective Date**’) and shall, unless terminated earlier in accordance with terms hereof, be in force and effect till expiry of 4 (Four) years from Effective Date (hereinafter referred to as the “**Term**”). **The contract can be extended as per terms indicated in RFP.**

4. CONDITIONS PRECEDENT

4.1 Provisions to take effect upon fulfilment of Conditions Precedent

Subject to express terms to the contrary, the rights and obligations under this Agreement shall take effect only upon fulfilment of all the Conditions Precedent set out below. However, Authority may at any time at its sole discretion waive fully or partially any of the Conditions Precedent for the Strategic Partner.

4.2 Conditions Precedent of the Strategic Partner

The Strategic Partner shall be required to fulfil the following Conditions Precedent which are as follows:

- (i) furnish to the Authority a Performance Security in the form of Bank Guarantee of a value equivalent to 10% (ten percent) of contract value issued by a Scheduled Commercial Bank valid during the Term; and Within ten-(10) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Purchaser the performance security in the amount equal to 10 % of the total contract price using the performance security form provided in the bidding documents, or any another form acceptable to the Authority a) In the event of any amendment issued to the Contract, the Supplier shall, within ten (10) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary) rendering the same valid in all respects in terms of the Contract, as amended. b) The performance security shall be valid till 90 days after the date of completion of all contractual obligations.
- (ii) The proceeds of the performance security shall be payable to the Authority as compensation for any loss resulting from the Consultancy Agency failure to complete its obligations under the Contract. For the purpose of this clause each schedule constitutes separate contract.
- (iii) The performance security shall be denominated in Indian Rupees or in the currency of the contract and shall be in one of the following forms: (a) The performance security shall be in the form of a (bank) guarantee issued by a nationalized/scheduled

bank in India and the named beneficiary shall be DAC&FW. In the case of Bank Guarantee furnished from banks outside India, it should be authenticated and countersigned by any Nationalized or Scheduled bank in India to make it enforceable and acceptable to the purchaser. Letter of credit is not acceptable. (b) an unconditional bank guarantee issued by a nationalized/scheduled bank located in India and acceptable to the Purchaser, in the format provided in the Bidding Documents; or c) a crossed demand draft or a pay-order drawn in favour of the DAC&FW.

- (iv) No interest shall be payable by the Authority for the sum deposited as PBG.
- (v) provide the Authority certified true copies of its constitutional documents and board resolutions authorizing the execution, delivery and performance of this Agreement by the Strategic Partner.

4.3 Conditions Precedent of the Authority

The Authority shall be required to fulfil the following Conditions Precedent:

- (i) Providing access to the existing working system of NCIP under the control of the Authority.

For the avoidance of doubt, it is expressly clarified that the obligations of the Parties under this Agreement shall commence from the fulfilment of the Conditions Precedent as set forth above which shall be completed within 30 days of the Effective Date and no later than that unless waived in writing by the other Party.

4.4 Extension of time for fulfilment of Conditions Precedent

The Parties may, by mutual agreement, extend the time for fulfilling the Conditions Precedent.

4.5 Non-fulfilment of the Strategic Partner's Conditions Precedent

- (a) In the event that any of the Conditions Precedent of the Strategic Partner have not been fulfilled within 90 (ninety) days of the Effective Date and the same have not been waived fully or partially by Authority, this Agreement shall automatically cease to exist;
- (b) In the event that the Agreement is automatically terminated on account of non-fulfilment of the Strategic Partner's Conditions Precedent, the Authority shall not be liable in any manner whatsoever to the Strategic Partner and the Authority shall forthwith forfeit the Performance Security (if furnished) or bid security/Earnest Money Deposit (if Performance Security not furnished), as the case may be, without any liability whatsoever;
- (c) In the event that possession of any of the Authority or its nominated agencies data/information's etc. has been delivered to the Strategic Partner prior to the fulfilment of the Conditions Precedent, upon the termination of this Agreement such

data/information shall immediately revert to Authority or its nominated agencies, free and clear from any claims whatsoever;

5. REPRESENTATIONS AND WARRANTIES

5.1 Representations and warranties of the Strategic Partner

The Strategic Partner represents and warrants to the Authority that:

- (a) it is duly organized and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under this Agreement and other agreements and to carry out the transactions contemplated hereby;
- (b) it is a competent provider of a variety of information technology and business process management services;
- (c) it has taken all necessary corporate and other actions under laws applicable to its business to authorize the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
- (d) from the Effective Date, it will have the financial standing and capacity to undertake the Project in accordance with the terms of this Agreement;
- (e) in providing the Services, it shall use reasonable endeavours not to cause any unnecessary disruption to Authority's normal business operations;
- (f) this Agreement has been duly executed by it and constitutes a legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement shall be legally valid, binding and enforceable against it in accordance with the terms hereof;
- (g) the information furnished in the tender documents and as updated on or before the date of this Agreement is to the best of its knowledge and belief true and accurate in all material respects as at the date of this Agreement;
- (h) the execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default by any of the terms of its Memorandum and Articles of Association or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- (i) there are no material actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its material obligations under this Agreement;
- (j) it has no knowledge of any violation or default with respect to any order, writ,

injunction or decree of any court or any legally binding order of any Government Instrumentality which may result in any Adverse Effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;

- (k) it has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have an Adverse Effect on its ability to perform its obligations under this Agreement;
- (l) no representation or warranty by it contained herein or in any other document furnished by it to Authority or its nominated agencies in relation to the Required Consents contains or shall contain any untrue or misleading statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading; and
- (m) no sums, in cash or kind, have been paid or shall be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for entering into this Agreement or for influencing or attempting to influence any officer or employee of Authority in connection therewith

5.2 Representations and warranties of the Authority

Authority represents and warrant to the Strategic Partner that:

- (a) it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Agreement, exercise its rights and perform its obligations, under this Agreement and carry out the transactions contemplated hereby;
- (b) it has taken all necessary actions under Applicable Laws to authorize the execution, delivery and performance of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
- (c) it has the financial standing and capacity to perform its obligations under the Agreement;
- (d) it is subject to the laws of India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising thereunder including any obligation, liability or responsibility hereunder;
- (e) this Agreement has been duly executed by it and constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof and its obligations under this Agreement shall be legally valid, binding and enforceable against it in accordance with the terms thereof;
- (f) the execution, delivery and performance of this Agreement shall not conflict with,

- result in the breach of, constitute a default under, or accelerate performance required by any of the Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- (g) there are no actions, suits or proceedings pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the default or breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform its material (including any payment) obligations under this Agreement;
 - (h) it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Instrumentality which may result in any Adverse Effect on the Authority or its nominated agencies ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;
 - (i) it has complied with Applicable Laws in all material respects;
 - (j) all information provided by it in the RFP in connection with the Project is, to the best of its knowledge and belief, true and accurate in all material respects; and
 - (k) upon the Strategic Partner performing the covenants herein, it shall not at any time during the term hereof, interfere with peaceful exercise of the rights and discharge of the obligations by the Strategic Partner, in accordance with this Agreement.

6. OBLIGATIONS OF THE AUTHORITY

Without prejudice to any other undertakings or obligations of the Authority under this Agreement, the Authority shall perform the following

- a) To provide any support through personnel to test the system during the Term;
- b) To provide any support through personnel to test data during development, rollout, steady state operation, as well as, for any changes/enhancements in the system whenever required due to scope change that may arise due to business, delivery or statutory/regulatory reasons;
- c) Authority shall provide access to the existing working system and its source code.
- d) The Authority shall promptly respond to the deliverables submitted by the Strategic Partner for approval. The authority shall respond not later than 1- working days. Save and except for the UAT, the strategic Partner shall consider the deliverable approved if there are no comments /responses from the authority within 10 working days from the day of submission.
- e) The Authority may appoint a project management unit/Technical Support Unit, at its own cost who will monitor the activities of the Strategic Partner on day to day basis

and facilitate for necessary approvals in consensus with the DAC&FW Nodal Officer;

- f) Ensure timely payments as per the terms of this Agreement;
- g) Monitor the services being provided under the project;
- h) Facilitate field visits and data requisition under this Project, to the extent possible;

7. OBLIGATIONS OF THE STRATEGIC PARTNER

Without prejudice to any other undertakings or obligations of the Authority or its nominated agencies under this Agreement, the Strategic Partner shall perform the following

- a) Procure all Applicable permits and necessary approvals;
- b) Comply with all Applicable Acts and Guidelines;
- c) Develop the Software in accordance with Schedule I of this Agreement;
- d) Shall host the database and software on physical server provided by the strategic partner;
- e) Bear all operation and maintenance that are incurred due to its obligations under this agreement;
- f) Maintain data confidentiality;
- g) Shall discharge its obligations in accordance with Good Industry Practice and as a reasonable and prudent person;
- h) Ensure that all the hardware and software being used for the Project is up to-date at all times, to ensure optimum services;
- i) Shall develop the modules in consultation with the Authority;
- j) Ensure and procure that its Personnel comply with all Applicable Permits and Applicable Laws in the performance by them of any of the Service Provider's obligations under this Agreement;
- k) Not do or omit to do any act, deed or thing which may in any manner violate any of the provisions of this Agreement;
- l) Transfer the Software including source code, hardware to the Authority on expiry or early Termination, in accordance with the provisions hereof;
- m) Comply with safety and security related requirements;
- n) Develop the Software in accordance with the terms of this agreement and notify the Authority, before 15 days of expected completion, to conduct UAT;
- o) All data collected/generated through this project shall be the sole property of the Authority and the Strategic Partner shall not maintain a copy of the data;
- p) The Authority may require the Strategic Partner to integrate the software with various central/state programs by issuing a notice; the Strategic Partner shall provide a report on technical feasibility of such integration within a period of 15 days of receiving the notice and shall carry out said integration within 30 days of receiving

the notice.

- q) The Strategic Partner shall carry out the assignment under the overall supervision of the Joint Secretary, DAC&FW/ CEO, Pradhan Mantri Fasal Bima Yojana (PMFBY). However, day-to-day activities for the verification process shall be managed and coordinated by TSU/ DAC&FW officials.
- r) The shortlisted Strategic partner shall share in writing any requests for support and coordination with any stakeholders involved in the scheme in advance and the DAC&FW officials will facilitate/arrange for the necessary approvals within their jurisdiction. Any delay in deliverables due to inability in receiving approvals from concerned officials will be the sole responsibility of the selected firm/consultant/Strategic partner . However, the timeframe of carrying out the task may be extended on mutual agreement of all concerned parties and in the situation of force majeure.

8. APPROVALS AND REQUIRED CONSENTS

- 8.1 The Parties shall cooperate to procure, maintain and observe or subscribe to required Cloud Native Services (incl License) all relevant and regulatory and governmental licenses, clearances and applicable approvals (hereinafter the “**Required Consents**”) necessary for the Strategic Partner to provide the Services. The costs of such Approvals shall be borne by Strategic Partner according to the requirement of the local custom and practice as prevalent in the locations where the Services are to be provided.
- 8.2 The Authority shall use reasonable endeavors to assist Strategic Partner to obtain the Required Consents. In the event that any Required Consent is not obtained and the same is not attributable to any non -observance of any covenant or breach of any obligation by Strategic Partner, then in such case the Strategic Partner and the Authority will co-operate with each other in achieving a reasonable alternative arrangement as soon as reasonably practicable for the Authority or its nominated agencies to continue to process its work with as minimal interruption to its business operations as is commercially reasonable until such Required Consent is obtained, provided that the Strategic Partner shall not be relieved of its obligations to provide the Services and to achieve the Service Levels until the Required Consents are obtained.

9. ACCESS TO THE AUTHORITY OR ITS NOMINATED AGENCIES

- 9.1 The Strategic Partner shall comply with the safety and security guidelines which may be provided by the Authority and notified to the Strategic Partner in writing and provide the Authority with reasonable access to information’s/data related to support services in such location and at such other location, if any, as may be reasonably necessary for ensuring that the Strategic Partner duly performs its obligations hereunder in accordance with terms hereof.
- 9.2 Access to locations, office equipment and services shall be made available to the

Strategic Partner on an “as is, where is” basis by the Authority as the case may be. The Strategic Partner agrees to ensure that its employees, agents and contractors shall not use the location, services and equipment referred to in RFP for the following purposes:

- (a) for the transmission of any material which is defamatory, offensive or abusive or of an obscene or menacing character; or
- (b) in a manner which constitutes a violation or infringement of the rights including intellectual rights of any person, firm or company (including but not limited to rights of copyright, patent, design etc or confidentiality).

10. MANAGEMENT PHASE

10.1 Governance

The review and management process of this Agreement shall be carried out in accordance with the Governance Schedule set out in Schedule V of this Agreement or as covered in various sections of the RFP and shall cover all the management aspects of the Project.

10.2 Use of Services

The Authority as the case may be or its nominated agencies, will undertake and use the Services in accordance with any instructions or procedures as per the acceptance criteria as set out in this Agreement;

10.3 Changes

Unless expressly dealt with elsewhere in this Agreement, the obligations of the Strategic Partner herein shall be subject to such modifications in functional specifications as would be required for achieving the Project with an objective of creating the end to end digital solution for EV-NCIP. The solution shall be customized for each of the states based on the state specific requirements and as per locally prevailing & acceptable good industry practices.

10.4 Security And Safety

- (a) The Strategic Partner shall comply with the technical requirements of the relevant security, safety and other requirements specified in the Information Technology Act, 2000 or Telegraph Act and/or other applicable laws including without limitation the regulations issued by dept. of telecom (wherever applicable), IT Security Manual of the Authority as specifically stated in the RFP and follow the industry standards related to safety and security (including those as stated in the RFP), insofar as it applies to the provision of the Services. The strategic partner shall also comply the changes/ revisions/ amendments in those acts.
- (b) Strategic Partner shall also comply with Authority or the Government of India, and the respective State’s security standards and policies in force from time to time at each location during the provision of the Services.

- (c) The Parties to the Agreement shall use reasonable endeavours to report forthwith in writing to each other all identified attempts (whether successful or not) by unauthorized persons (including unauthorized persons who are employees of any Party) either to gain access to or interfere with the Authority or any of their nominees data, facilities or Confidential Information.
- (d) The Strategic Partner shall upon intimation by the Authority or their nominee(s) participate in regular meetings when safety and information technology security matters are reviewed.
- (e) The Strategic Partner shall promptly report in writing to the Authority, any act or omission which they are aware that could have an adverse effect on the proper conduct of safety and information technology security at the facilities of Authority as the case may be.

10.5 Cooperation

The DAC&FW shall provide the strategic partner with relevant data and documents necessary to conduct the assessment and shall ensure that the Strategic partner staff and consultants have access to all project sites and locations. Except as otherwise provided elsewhere in this Agreement, DAC&FW will promptly provide with all such information and co-operation which the strategic partner reasonably requests, provided that such information and co-operation:

- (a) does not require material expenditure by the DAC&FW to provide the same;
- (b) is reasonably required by the strategic partner in order for it to comply with its obligations under this Agreement;
- (c) cannot be construed to be Confidential Information; and
- (d) is capable of being provided by the Providing Party.

Further, each Party agrees to co-operate mutually as reasonably requested in order to accomplish the purposes of this Agreement.

11. FINANCIAL MATTERS

11.1 Terms of Payment

- (a) In consideration of the Services and subject to the provisions of this Agreement, the Authority shall pay the Strategic Partner for the Services rendered in pursuance of this agreement, in accordance with and in the manner set out under the terms hereof:-
 - i. In consideration of the development of Enhanced version of NCIP portal and its successful implementation and operationalization in accordance with term hereof, the Authority shall pay to the Strategic Partner the fee (based on the Fee quoted by Strategic Partner in its price bid) as per the payment milestones set out at Terms of Payment Schedule set out in clause 3.7 of the RFP as referred in Schedule VI of this Agreement; and
 - ii. Subject to terms hereof, the Fee shall be paid to the Strategic Partner subject to

deductions of delinquent amount by way of liquidated Damages on account of failure of Strategic Partner to meet Service Levels, in accordance with the terms of this Agreement.

- (b) For the avoidance of doubt, it is expressly clarified that the payments shall be deemed to include all ancillary and incidental costs and charges arising in the course of delivery of the Services including manpower costs, consultancy charges, infrastructure costs, project costs, implementation and management charges and all other related costs including applicable taxes which are addressed in this Clause.

11.2 Invoicing and Settlement

- (a) Subject to the terms of this Agreement, the Strategic Partner shall submit its invoices in accordance with the following principles:
 - (i) The Authority shall be invoiced by the Strategic Partner for the Services. Generally, and unless otherwise agreed in writing between the Parties or expressly set out herein, the Strategic Partner shall in respect of Services duly provided upon achievement of the milestones specified in Schedule VI of this Agreement; and
 - (ii) Any invoice presented in accordance with this Article shall be in a form agreed with the Authority.
- (b) The Strategic Partner alone shall invoice all payments after receiving due approval in respect of completion of the Services from the competent authority. The Strategic Partner shall waive any charge for a Service that is not invoiced within six months.
- (c) The Authority shall be entitled to withhold payment of any invoice or part of it delivered by the Strategic Partner under this Agreement where the Authority disputes/withholds such invoice or part of it. The withheld amount shall be limited to that which is in dispute. The disputed / withheld amount shall be settled in accordance with the escalation procedure as set out in Schedule V of this Agreement. Any exercise by the Authority under this Clause shall not entitle the Strategic Partner to delay or withhold provision of the Services.
- (d) The Strategic Partner shall be solely responsible to make payments to its employees, agents, its sub-contractors and/or any Strategic Partner engaged by it.

11.3 Tax

- (a) The Authority shall be responsible for withholding taxes from the amounts due and payable to the Strategic Partner wherever applicable. The Strategic Partner shall pay for all other applicable taxes whatsoever levied and/or payable under Indian Law in connection with this Agreement, Scope of Work and any other engagement required to be undertaken as a part of this Agreement, including, but not limited to sales, use, excise, value-added, goods and services, consumption and other similar taxes or

duties.

- (b) The Authority shall provide Strategic Partner with the original tax receipt of any withholding taxes paid by Authority or its nominated agencies on payments under this Agreement. The Strategic Partner agrees to reimburse and hold the Authority harmless from any deficiency including penalties and interest relating to taxes that are its responsibility under this paragraph. For purposes of this Agreement, taxes shall include taxes incurred on transactions between and among the Authority and the Strategic Partner.
- (c) If, after the date of this Agreement, there is any change of rate of levy under the existing applicable laws of India with respect to taxes and duties, which are directly payable, in terms hereof, by the Authority to the Strategic Partner for providing the services i.e. service tax or any such other applicable tax from time to time, the Strategic Partner shall be entitled to reimbursement on submission of proof of payment of such tax or levy at incremental rates.

12. TERMINATION

12.1 Material Breach

- (a) In the event either Party is in Material Breach of its obligations under this Agreement, such aggrieved Party may terminate this Agreement, however before terminating aggrieved party shall by giving 30 (thirty) days (unless otherwise provided herein) notice for curing the Material Breach to the other Party. In case the Material Breach continues, after the notice period, the Authority or Strategic Partner, as the case may be will have the option to terminate the Agreement with immediate effect by way of written notice. Any notice served pursuant to this Clause shall give reasonable details of the Material Breach, which could include the following events and the termination will become effective:
 - (i) If the Strategic Partner is not able to deliver or perform part or whole of its obligations or the Services as per the terms hereof including the Service Levels, then the Authority may serve a 30 (thirty) days written notice for curing this Material Breach. In case the Material Breach continues, after the expiry of such notice period, the Authority will have the option to terminate this Agreement in terms above.
 - (ii) If there is a Material Breach by the Authority then the Strategic Partner will give a one month's notice for curing the Material Breach to the Authority. After the expiry of such notice period, the Strategic Partner will have the option to terminate the Agreement.
- (b) The Authority may by giving a 30 (thirty) days written notice, terminate this Agreement if a Change of Control of the Strategic Partner has taken place which

adversely affects the performance of obligations by the Strategic Partner as set out in accordance with terms hereof.

- (c) In case the Strategic Partner is ordered to be wound up or liquidated by a court of competent jurisdiction or a shareholders resolution for winding up is passed or Strategic Partner suffers bankruptcy proceedings or a receivership is appointed for Strategic Partner's assets, then in any such case the Authority shall be entitled to terminate this Agreement with immediate effect by way of written notice.

12.2 Effects of termination

- (a) In the event that Authority terminates this Agreement pursuant to failure on the part of the Strategic Partner to comply with the conditions as contained in this Clause or strategic partner terminates the agreement, Performance Security furnished by Strategic Partner shall be forfeited by the Authority. Further administrative action will be taken as per the GOI rules.
- (b) Upon termination of this Agreement, the Parties will comply with the Exit Management Schedule set out as Schedule III of this Agreement.
- (c) In the event that Authority terminates this Agreement, the compensation payable to the Strategic Partner will be decided in accordance with the terms set out herein:-
 - i. In case of termination of the Agreement prior to completion of Software Development and its installation at designated location, to satisfaction of Authority in accordance with terms hereof; Strategic Partner shall not be entitled for any termination payments.
 - ii. In case of termination of this Agreement at any time after the due development of Software and its acceptance by Authority subject to and in accordance with terms hereof, Authority shall pay to the Strategic Partner: (i) the Fee payment due for the deliverables completed in accordance with payment milestone(s) and other terms of Schedule VI hereof; and (ii) Proportionate Fee amount for O&M the period commencing from preceding anniversary of Effective Date until date of termination.

13. INDEMNIFICATION & LIMITATION OF LIABILITY

- 13.1 Subject to Clause 13.2 below, Strategic Partner (the "Indemnifying Party") undertakes to indemnify Authority (the "Indemnified Party") from and against all losses, damages, liabilities, claims, actions, incurred by or suffered by or preferred against Authority and arising out of or in relation to or in connection with or in any way attributable to the Indemnifying Party's non observance or non-performance or negligence or willful default or breach of its covenants, obligations as set out under this Agreement. If the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim, action or proceedings, against Indemnified Party in respect of any Service provided by the Indemnifying Party infringing a copyright, trade secret or patents

incorporated in India of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages that may be finally awarded against Indemnified Party;

13.2 The indemnities set out in **Clause 13.1** shall be subject to the following conditions:

- (i) the Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
- (ii) the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the defence of such claim including reasonable access to all relevant information, documentation and personnel; provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such defence;
- (iii) if the Indemnifying Party does not assume full control over the defence of a claim as provided in this Article, the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense incurred by the Indemnified Party will be payable by Indemnifying Party and will be included in losses;
- (iv) the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;
- (v) all settlements of claims subject to indemnification under this Clause will:
 - a. be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and
 - b. include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement to third party other than Indemnified Party;
- (vi) the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;
- (vii) in the event that the Indemnifying Party is obligated to indemnify Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and

13.3 The liability of Strategic Partner (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event in the aggregate exceed three (3) times the Agreement Value.

13.4 In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) nor for any third party claims (other than those set-forth in Clause 13.1) even if it has been advised of their possible existence.

13.5 The allocations of liability in this clause 13 represent the agreed and bargained-for understanding of the parties and compensation for the Services reflects such allocations. Each Party has a duty to mitigate the damages and any amounts payable under an indemnity that would otherwise be recoverable from the other Party pursuant to this Agreement by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages or amounts.

14. FORCE MAJEURE

14.1 Definition of Force Majeure

The Strategic Partner or the Authority as the case may be, shall be entitled to suspend or excuse performance of its respective obligations under this Agreement to the extent that such performance is impeded by an event of force majeure (**'Force Majeure'**).

14.2 Force Majeure events

A Force Majeure event means any event or circumstance or a combination of events and circumstances referred to in this Clause, which:

- (a) is beyond the reasonable control of the affected Party;
- (b) such Party could not have prevented or reasonably overcome with the exercise of reasonable skill and care;
- (c) does not result from the negligence of such Party or the failure of such Party to perform its obligations under this Agreement;
- (d) is of an incapacitating nature and prevents or causes a delay or impediment in performance; and
- (e) may be classified as all or any of the following events:

Such events include:

- (a) act of God, including earthquake, flood, inundation, landslide, exceptionally adverse weather conditions, storm, tempest, hurricane, cyclone, lightning, thunder, volcanic eruption, fire or other extreme atmospheric conditions;
- (b) strikes, lockouts, boycotts, labour disruptions or any other industrial disturbances as the case may be not arising on account of the acts or omissions of the Strategic Partner and which affect the timely implementation and continued operation of the Project; or
- (c) any event or circumstances of a nature analogous to any of the foregoing.
- (d) Change in Law, other than any Change in Law for which relief is provided under this Agreement;

- (e) expropriation or compulsory acquisition by the Authority or any of their nominated agencies of any material assets or rights of the Strategic Partner;
- (f) unlawful or unauthorised revocation of, or refusal by Authority or any of their nominated agencies, or any of its agencies to renew or grant any clearance or Required Consents required by the Strategic Partner to perform its obligations without valid cause, provided that such delay, modification, denial, refusal or revocation did not result from the Strategic Partner's inability or failure to comply with any condition relating to grant, maintenance or renewal of such Required Consents applied on a non-discriminatory basis;
- (g) any judgment or order of any court of competent jurisdiction or statutory authority in India made against the Strategic Partner in any proceedings for reasons other than failure of the Strategic Partner to comply with Applicable Laws or Required Consents or on account of breach thereof, or of any contract, or enforcement of this Agreement or exercise of any of its rights under this Agreement;

For the avoidance of doubt, it is expressly clarified that the failure on the part of the Strategic Partner under this Agreement or failure to implement any disaster contingency planning and back-up and other data safeguards in accordance with the terms of this Agreement against natural disaster, fire, sabotage or other similar occurrence shall not be deemed to be a Force Majeure event. For the avoidance of doubt, it is further clarified that any negligence in performance of Services which directly causes any breach of security like hacking aren't the forces of nature and hence wouldn't be qualified under the definition of "Force Majeure". In so far as applicable to the performance of Services, Service Provider will be solely responsible to complete the risk assessment and ensure implementation of adequate security hygiene, best practices, processes and technology to prevent any breach of security and any resulting liability therefrom (wherever applicable).

14.3 Notification procedure for Force Majeure

- (a) The affected Party shall notify the other Party of a Force Majeure event within seven (7) days of occurrence of such event. If the other Party disputes the claim for relief under Force Majeure it shall give the claiming Party written notice of such dispute within thirty (30) days of such notice. Such dispute shall be dealt with in accordance with the dispute resolution mechanism in accordance with the provisions of this agreement.
- (b) Upon cessation of the situation which led the Party claiming Force Majeure, the claiming Party shall within seven (7) days hereof notify the other Party in writing of the cessation and the Parties shall as soon as practicable thereafter continue performance of all obligations under this Agreement.

14.4 Allocation of Costs arising out of Force Majeure

- (a) Upon the occurrence of any Force Majeure Event prior to the Effective Date, the Parties shall bear their respective costs as to the loss (“Force Majeure Costs”) and no Party shall be required to pay to the other Party any costs thereof.
- (b) Upon occurrence of a Force Majeure Event after the Effective Date, the Parties shall bear their respective Force Majeure Costs and neither Party shall be required to pay to the other Party any costs thereof.
- (c) Save and except as expressly provided in this Clause, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, costs, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant hereof.

14.5 Consultation and duty to mitigate

- (a) Except as otherwise provided in this Clause, the affected Party shall, at its own cost, take all steps reasonably required to remedy and mitigate the effects of the Force Majeure event and restore its ability to perform its obligations under this Agreement as soon as reasonably practicable. The Parties shall consult with each other to determine the reasonable measures to be implemented to minimize the losses of each Party resulting from the Force Majeure event. The affected Party shall keep the other Parties informed of its efforts to remedy the effect of the Force Majeure event and shall make reasonable efforts to mitigate such event on a continuous basis and shall provide written notice of the resumption of performance hereunder. In case Parties mutually decide that on account of Force Majeure event, the performance of the Agreement by Strategic Partner is not practicably and reasonably possible, the this Agreement may be terminated mutually with immediate effect, and such termination shall be deemed to be termination effected by either party in terms hereof, and in such case the termination payments as set out above herein shall apply.

15. CONFIDENTIALITY

- 15.1** The Authority shall allow the Strategic Partner to review and utilize highly confidential public records and the Strategic Partner shall maintain the highest level of secrecy, confidentiality and privacy with regard thereto.
- 15.2** Additionally, the Strategic Partner shall keep confidential all the details and information with regard to the Project, including systems, facilities, operations, management and maintenance of the systems/facilities.
- 15.3** The Authority retain all rights to prevent, stop and if required take the necessary punitive action against the Strategic Partner regarding any forbidden disclosure.
- 15.4** The Strategic Partner shall ensure that all its employees, agents and sub-contractors execute individual non disclosure agreements (**Schedule VII**), which have been duly

approved by the Authority with respect to this Project.

For the avoidance of doubt, it is expressly clarified that the aforesaid provisions shall not apply to the following information:

- (a) information already available in the public domain;
- (b) information which has been developed independently by the Strategic Partner;
- (c) information which has been received from a third party who had the right to disclose the aforesaid information;
- (d) Information which has been disclosed to the public pursuant to a court order.

15.5 To the extent the Strategic Partner shares its confidential or proprietary information with the Authority for effective performance of the Services, the provisions of the Clause 15.1 to 15.3 shall apply *mutatis mutandis* on the Authority or its nominated agencies.

16. AUDIT, ACCESS AND REPORTING

The Strategic Partner shall allow access to the Authority or its nominated agencies to all information which is in the possession or control of the Strategic Partner and which relates to the provision of the Services as set out in the Audit, Access and Reporting Schedule and which is reasonably required by the Authority to comply with the terms of the Audit, Access and Reporting Schedule set out as Schedule IV of this Agreement.

17. INTELLECTUAL PROPERTY RIGHTS

17.1 Proprietary Material and fixes

All products and related solutions and fixes provided pursuant to this work order shall be licensed according to the terms of the license agreement packaged with or otherwise applicable to such product. Strategic Partner would be responsible for arranging any licenses associated with Software (hereinafter referred to as the “**Proprietary Information**”). “**Proprietary Information**” means any computer code, web-based services, or materials comprising commercially released, pre-release or beta products (whether licensed for a fee or no charge) and any derivatives of the foregoing which are made available to Authority for license which is published by product owner or its affiliates, or a third party. “**Fixes**” means product fixes that are either released generally (such as commercial product service packs) or that are provided to you when performing services (such as workarounds, patches, bug fixes, beta fixes and beta builds) and any derivatives of the foregoing.

17.2 Bespoke development:

Subject to the provisions of Clause 17.3 below, the IPR rights for any bespoke development done during the implementation of the project will lie with Authority. Strategic Partner shall transfer all source codes as per the provisions of this agreement.

17.3 Residuals

In no event shall Strategic Partner be precluded from independently developing for itself, or for others, anything, whether in tangible or non-tangible form, which is

competitive with, or similar to, the deliverables set-out in this Agreement or Annexure. In addition, subject to the confidentiality obligations, Strategic Partner shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are acquired or used in the course of providing the Services.

18. WARRANTY

18.1 Standard: The Strategic Partner warrants that the Project, including all the system(s), Software and other Services provided, shall be free from any defect or deficiency in the material, design, engineering, and performance/workmanship that prevent the Project and/or any of its systems(s) from fulfilling the technical requirements or that limit in a material fashion the performance, reliability, or extensibility of the Project and/or any of its system(s) as per the performance guarantee / warranty period defined in the Schedule. If during the warranty period any defect or deficiency is found in the material, design and performance/workmanship of the Project and other Services provided by the Strategic Partner, the Strategic Partner shall promptly, in consultation and agreement with Authority, and at the Strategic Partner's sole cost repair, replace, or otherwise make good (as the Strategic Partner shall, at its discretion, determine) such default, defect or deficiency resulting in the Project on account of such default, defect or deficiency. If the Project or any of its System cannot be used by reason of such default, defect or deficiency and/or making good of such default, defect or deficiency, the warranty period for the Project shall be extended by a period equal to the period during which the Project or any of its system could not be used by the Authority because of such defect and/or making good of such default, defect or deficiency.

18.2 Implied Warranty: The warranties provided herein are in lieu of all other warranties, both express and implied, and all other warranties, including without limitation that of merchantability or fitness for intended purpose is specifically disclaimed.

19. LIQUIDATED DAMAGES

The objectives of SLA governance model are to provide clear reference to service ownership, accountability, roles and/or responsibilities and present a clear, concise and measurable description of service provisioning at each level. The SLAs are intended to make explicit the expectations of DAC&FW for performance and help DAC&FW control and ensure the planned levels and performance of services.

Responsibilities of DAC&FW

DAC&FW is responsible for providing early warning of any organizational, functional or technical changes that might affect Strategic Partners ability to deliver the services described in the SLAs.

Responsibilities of the Strategic Partner

The Strategic Partner is responsible for delivering the services described in RFP document to the performance targets detailed below. Additionally, Strategic Partner is responsible for reporting problems to DAC&FW management as soon as possible for any organizational, functional or technical changes that might affect its ability to deliver on the SLA and plan immediate action in collaboration with DAC&FW to identify problems and follow up with appropriate action to fix them as quickly as possible.

Application of Liquidated Damages

- The overall liquidated damages liability is limited to maximum of 20 % of the development cost, post which DAC&FW may go for termination of contract.
- Any event falling under more than one SLA, then the category of SLA resulting in highest penalty will be applied.
- A quarterly performance evaluation will be conducted using the three-monthly reporting periods of that quarter.
- Performance liquidated damages shall be levied for not meeting each SLA.
- These SLA will be applicable for the entire duration of the project including both development and O&M phase, unless specifically mentioned otherwise for a particular SLA.

The framework for performance Liquidated Damages as a result of not meeting the Service Level Targets are detailed below.

i. System Availability SLA

Sr. No.	Category/ Component	Metric Type	Definition	Target	Penalty
1	PMFBY Portal including its functionalities and services	Availability	Metric: Percentage of Uptime Formula: $\text{Uptime \%} = \left\{ 1 - \frac{[(\text{Total Downtime}^{\#}) / (\text{Total Time}^{\text{@}} - \text{Planned Downtime}^{\$})]} \right\} * 100$	$\geq 99.95\%$	NA
				$< 99.95\%$ and $\geq 99.0\%$	1%
				$< 99.0\%$ and $\geq 98.5\%$	2%
				$< 98.5\%$ and $\geq 98.0\%$	3%
			Period of Measurement: Quarterly	$< 98.0\%$ and $\geq 97.5\%$	4%

				<97.5%	5%
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Total Downtime - Total cumulative time of any of the parameters defined above.

\$ Planned Downtime -Total maintenance time as defined and agreed upon by Strategic partner and DAC&FW and not attributable to strategic partner.

@ Total Time - 24 X 7 measured over a period of month.

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.

ii. Project Timelines SLA

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

% 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.

The penalty for not meeting with the below SLAs is linked to severity level for the breach of the SLA as detailed:

Severity Level	Penalty as percentage
4	5 %
3	3 %

2	1.5 %
1	0.5 %

iii. Service Quality SLA

The strategic partner is required to submit all test cases prepared while developing a module to DAC&FW. Strategic partner must ensure to have completeness in test case before delivering any service. The failure of test cases during QA by DAC&FW will attract following penalty.

Description (For each developed module)	Severity Level
Test case Pass % less than <75%	Level 4
Test case Pass % in range >75% and <80%	Level 3
Test case Pass % in range >80% and <85%	Level 2
Test case Pass % in range >85% and <90%	Level 1

The penalty will be calculated by following formula

$$= (\text{Development cost}) * (\text{Penalty against severity level}) / (50 * 100)$$

iv. Service Performance SLA

Description	Baseline	Level 1 Breach	Severity Level	Level 2 Breach	Severity Level	Level 3 Breach	Severity Level
The number of B1 reported in a Quarter	10	10-15	3	>15	4	N/A	N/A
The number of B2 reported in a Quarter	25	25-50	2	>50	3	>75	4
Time taken to fix a B1 once reported	16 Hours	>16 and <24 Hours	2	>24 and <32 Hours	3	>= 32 Hours	4
Time taken to fix a B2 once reported	48 Hours	>48 and <72 Hours	1	>72 and <96 Hours	2	>= 96 Hours	3

B1 – The bug which results into the user not being able to complete the business transaction / activity

B2 – The bug which impacts the functionality, the business process is delivered at a sub-optimal level or workaround for the identified issue is possible without significant inconvenience to the user or loss of required functionality.

The penalty will be calculated by following formula

$$= (\text{Development cost}) * (\text{Penalty against severity level}) / (25 * 100)$$

This penalty will be calculated on monthly basis and it will be calculated after two months from signing on contract for pre-contract modules, and from the go live for post contract module. This penalty will also be applicable in O & M period.

20. Source Codes

Within ninety (90) days after the Authority's acceptance of the Software in accordance with the terms of this Agreement hereof after the Final Acceptance Test, the Strategic Partner shall provide the Authority with all source code (including without limitation all make files, configurational files, data tables upon which execution is dependent, and the like, collectively the "**Source Code**"), object code, and documentation with respect to all Strategic Partner's Proprietary Material and Fixes (and cumulative updates thereof), together with (a) continually updated instructions as to the compilation, installation, configuration, deployment, and use of the Source Code, and (b) a list of all non-deposited third party software used in conjunction with the Source Code to provide the full functionality of the deposited materials. Strategic Partner shall periodically update the information's/data furnished to the Authority.

21. INSURANCE COVER

21.1 Obligation to maintain insurance

In connection with the provision of the Services, the Strategic Partner must have and maintain:

- (a) for the Agreement Period, valid and enforceable insurance coverage for:
 - (i) public liability;
 - (ii) either professional indemnity or errors and omissions;
 - (iii) product liability;
 - (iv) workers' compensation as required by law; and
 - (v) any additional types specified in Schedule I; and
- (b) until the expiry or termination of the Agreement, valid and enforceable insurance policies

21.2 Certificates of currency

The Strategic Partner must, on request by the Authority, provide current relevant confirmation of insurance documentation from its insurance brokers certifying that it has insurance as required by this Clause 23. The Service Provider agrees to replace any coverage prior to the date of expiry/cancellation.

21.3 Non-compliance

Authority at its election, terminate this Agreement upon the failure of Strategic Partner, or notification of such failure, to maintain the required insurance coverage. Inadequate

insurance coverage for any reason shall not relieve Strategic Partner of its obligations under this Agreement.

22. MISCELLANEOUS

22.1 Personnel

- a. The personnel assigned by Strategic Partner to perform the Services shall be employees of Strategic Partner or its subcontractor(s) and under no circumstances shall such personnel be considered employees of Authority or its nominated agencies. The Strategic Partner shall have the sole responsibility for the supervision and control of the personnel deployed in the Project and for payment of such personnel's compensation, including salary, withholding of income taxes and social security taxes, worker's compensation, employee and disability benefits and the like and shall be responsible for all obligations of an employer subject to Applicable Law.
- b. The Strategic Partner shall use its best efforts to ensure that sufficient Strategic Partner personnel are assigned to perform the Services and that such personnel have appropriate qualifications to perform the Services. After discussion with Strategic Partner, Authority or its nominated agencies shall have the right to require the removal or replacement of any Strategic Partner personnel performing work under this Agreement based on bonafide reasons. In the event that Authority requests that any Strategic Partner personnel be replaced, the substitution of such personnel shall be accomplished pursuant to a mutually agreed upon schedule.
- c. In the event that the Authority and Strategic Partner identify any personnel of Strategic Partner as "Key Personnel", then the Strategic Partner shall not remove such personnel from the Project without the prior written consent of Authority.
- d. Except as stated in this Clause, nothing in this Agreement will limit the ability of Strategic Partner to freely assign or reassign its employees; provided that Strategic Partner shall be responsible, at its expense, for transferring all appropriate knowledge from personnel being replaced to their replacements. Authority shall have the right to review and approve Strategic Partner's plan for any such knowledge transfer. Strategic Partner shall maintain the same or higher standards for skills and professionalism among replacement personnel as in personnel being replaced.
- e. Each Party shall be responsible for the performance of all its obligations under this Agreement and shall be liable for the acts and omissions of its employees and agents in connection therewith.
- f. Neither Party will solicit for employment or knowingly hire an employee of the other Party with whom such Party has contact pursuant to project engagements under this Agreement. This restriction shall not apply to employees of either Party responding to advertisements in job fairs or news media circulated to the general public.

22.2 Independent Contractor

Nothing in this Agreement shall be construed as establishing or implying any partnership or joint venture between the Parties to this Agreement *and, except as expressly stated in this Agreement, nothing in this Agreement shall be deemed to constitute any Parties as the agent of any other Party or authorizes either Party to:*

- (a) incur any expenses on behalf of the other Party;*
- (b) enter into any engagement or make any representation or warranty on behalf of the other Party;*
- (c) pledge the credit of or otherwise bind or oblige the other Party; or*
- (d) commit the other Party in any way whatsoever without in each case obtaining the other Party's prior written consent.*

22.3 Sub-contractors

Strategic Partner shall not subcontract any work without Authority's prior written consent. The Strategic Partner shall provide the list of services planned to be sub contracted, within 15 days of signing the Agreement and shall proceed with subcontracting only upon approval of the Authority. It is clarified that the Strategic Partner shall be the principal employer for all claims arising from the liabilities statutory or otherwise, concerning the sub-contractors. The Strategic Partner undertakes to indemnify the Authority from any claims on the grounds stated hereinabove.

22.4 Assignment

- (a) All terms and provisions of this Agreement shall be binding on and shall inure to the benefit of the Authority and their respective successors and permitted assigns.
- (b) the Strategic Partner shall not be permitted to assign its rights and obligations under this Agreement to any third party.
- (c) The Authority may assign or novate all or any part of this Agreement and Schedules/Annexures, and the Strategic Partner shall be a party to such novation, to any third party contracted to provide outsourced services to Authority.

22.5 Trademarks, Publicity

Neither Party may use the trademarks of the other Party without the prior written consent of the other Party except that Strategic Partner may, upon completion, use the Project as a reference for credential purpose. It is hereby clarified that the patent, copyright, trademark and other intellectual property rights in respect of the Software shall always vest solely in favour of the Authority and Strategic Partner shall not have any claim whatsoever in this regard. Except as required by law or the rules and regulations of each stock exchange upon which the securities of one of the Parties is listed, neither Party shall publish or permit to be published either along or in conjunction with any other person any press release, information, article, photograph, illustration or any other material of

whatever kind relating to this Agreement, the business of the Parties without prior reference to and approval in writing from the other Party, such approval not to be unreasonably withheld or delayed provided however that Strategic Partner may include Authority or its client lists for reference to third parties subject to the prior written consent of Authority not to be unreasonably withheld or delayed. Such approval shall apply to each specific case and relate only to that case.

22.6 Notices

- (a) Any notice or other document which may be given by either Party under this Agreement shall be given in writing in person or by pre-paid recorded delivery post, email or by facsimile transmission.
- (b) In relation to a notice given under this Agreement, any such notice or other document shall be addressed to the other Party's principal or registered office address as set out below:

<Insert Address>

Tel:

Fax:

Email:

Contact:

With a copy to:

Strategic Partner

Tel:

Fax:

Email:

Contact:

- (c) In relation to a notice given under the Agreement, a Party shall specify the Parties' address for service of notices, any such notice to be copied to the Parties at the addresses set out in this Clause.
- (d) Any such notice or other document shall be deemed to have been given to the other Party (or, if relevant, its relevant associated company) when delivered (if delivered in person) if delivered between the hours of 9.00 am and 5.00 pm at the address of the other Party set forth above or if sent by fax, provided the copy fax is accompanied by a confirmation of transmission, or on the next working day thereafter if delivered

outside such hours, and 7 days from the date of posting (if by letter).

- (e) Either Party to this Agreement may change its address, telephone number, facsimile number and nominated contact for notification purposes by giving the other reasonable prior written notice of the new information and its effective date.

22.7 Variations and Further Assurance

- (a) No amendment, variation or other change to this Agreement shall be valid unless authorised in writing by the Authority. Such amendment shall be made in writing and signed by the duly authorised representatives of the Parties to this Agreement.
- (b) Each Party to this Agreement agrees to enter into or execute, without limitation, whatever other agreement, document, consent and waiver and to do all other things which shall or may be reasonably required to complete and deliver the obligations set out in this Agreement.

22.8 Severability and Waiver

- (a) If any provision of this Agreement, or any part thereof, shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable the illegality, invalidity or unenforceability of such provision or part provision shall not affect the other provisions of this Agreement or the remainder of the provisions in question which shall remain in full force and effect. The relevant Parties shall negotiate in good faith in order to agree to substitute for any illegal, invalid or unenforceable provision a valid and enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the illegal, invalid or unenforceable provision or part provision.
- (b) No failure to exercise or enforce and no delay in exercising or enforcing on the part of either Party to this Agreement of any right, remedy or provision of this Agreement shall operate as a waiver of such right, remedy or provision in any future application nor shall any single or partial exercise or enforcement of any right, remedy or provision preclude any other or further exercise or enforcement of such right, remedy or provision or the exercise or enforcement of any other right, remedy or provision.

22.9 Compliance with Applicable Law

Each Party to this Agreement accepts that its individual conduct shall (to the extent applicable to its business like the Strategic Partner as an information technology service provider) at all times comply with all laws, rules and regulations of government and other bodies having jurisdiction over the area in which the Services are undertaken.

22.10 Professional Fees

All expenses incurred by or on behalf of each Party to this Agreement, including all fees of agents, legal advisors, accountants and actuaries employed by either of the Parties in connection with the negotiation, preparation and execution of this Agreement shall be

borne solely by the Party which incurred them.

22.11 Ethics

The Strategic Partner represents, warrants and covenants that it has given no commitments, payments, gifts, kickbacks, lavish or expensive entertainment, or other things of value to any employee or agent of Authority in connection with this agreement and acknowledges that the giving of any such payment, gifts, entertainment, or other things of value is strictly in violation of Authority standard policies and may result in cancellation of this Agreement.

22.12 Entire Agreement

This Agreement and with all schedules & annexures appended thereto and the contents and specifications of the RFP constitute the entire agreement between the Parties with respect to their subject matter, and as to all other representations, understandings or agreements which are not fully expressed herein, provided that nothing in this Clause shall be interpreted so as to exclude any liability in respect of fraudulent misrepresentation.

23. GOVERNING LAW AND DISPUTE RESOLUTION

- 23.1** This Agreement shall be governed by and construed in accordance with the laws of India, and courts at Delhi shall have exclusive jurisdiction.
- 23.2** Any dispute arising out of or in connection with this Agreement shall in the first instance be dealt with in accordance with the escalation procedure as set out in the Governance Schedule set out as Schedule V of this Agreement.
- 23.3** In case the escalations do not help in resolution of the problem within 3 weeks of escalation, both the Parties should agree on a mediator for communication between the two parties. The process of the mediation would be as follows:
- (i) Aggrieved party should refer the dispute to the identified mediator in writing, with a copy to the other party. Such a reference should contain a description of the nature of the dispute, the quantum in dispute (if any) and the relief or remedy sought suitable;
 - (ii) The mediator shall use his best endeavours to conclude the mediation within a certain number of days of his appointment;
 - (iii) If no resolution can be reached through mutual discussion or mediation within 30 days then the matter should be referred to Experts for advising on the issue;
- 23.4** In case the mediation does not help in resolution and it requires expertise to understand an issue, a neutral panel of 3 experts, agreeable to both parties should be constituted. The process of the expert advisory would be as follows :
- (i) Aggrieved party should write to the other party on the failure of previous alternate dispute resolution processes within the timeframe and requesting for expert

- advisory. This is to be sent with a copy to the mediator;
- (ii) Both parties should thereafter agree on the panel of experts who are well conversant with the issue under dispute;
 - (iii) The expert panel shall use its best endeavours to provide a neutral position on the issue;
 - (iv) If no resolution can be reached through the above means within 30 days then the matter should be referred to Arbitration;
- 23.5** Any dispute or difference whatsoever arising between the parties to this Agreement out of or relating to the, meaning, scope, operation or effect of this Agreement or the validity of the breach thereof shall be referred to a sole Arbitrator to be appointed by mutual consent of both the parties herein. If the parties cannot agree on the appointment of the Arbitrator within a period of one month from the notification by one party to the other of existence of such dispute, then the Arbitrator shall be appointed as per the provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. The Arbitration proceedings will be held at New Delhi, India. Courts at New Delhi, India, shall have jurisdiction in respect of any matter arising out of this Agreement.
- 23.6** Compliance with laws: Each party will comply with all applicable export and import laws and regulations.

24. DEFINITIONS

Adverse Effect: means material adverse effect on (a) the ability of the Strategic Partner to exercise any of its rights or perform/discharge any of its duties/obligations under and in accordance with the provisions of this Agreement and/or (b) the legal validity, binding nature or enforceability of this Agreement;

Agreement or Contract Agreement or Contract: means this Agreement, together with all Articles, Annexures, Schedules and the contents and specifications of the RFP;

Applicable Law(s): means any statute, law, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision applicable to the relevant party and as may be in effect on the date of the execution of this Agreement and during the subsistence thereof, applicable to the Project;

"Applicable Permits" means all clearances, licenses, permits, authorisations, no objection certificates, consents, approvals and exemptions required to be obtained or maintained under Applicable Laws in connection with the provision of Services in accordance with this Agreement, during the subsistence of this Agreement;

Business Hours: shall mean the working time for Authority users which is 9:30 AM to 5:45 PM. Again, for Web Server and other components which enable successful usage

of web portals of Authority the working time should be considered as 24 hours for all the days of the week. It is desired that IT maintenance, other batch processes (like backup) etc. should be planned so that such backend activities have minimum effect on the performance;

Confidential Information: means all information whether in written, oral, electronic or other format which relates to the technical, financial and business affairs, dealers, suppliers, products, developments, operations, processes, data, trade secrets, design rights, know-how, plans, budgets and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party in the course of or in connection with this Agreement (including without limitation such information received during negotiations, location visits and meetings in connection with this Agreement);

Change of Control: shall mean change including those in the right to appoint majority of the directors or to control the management or policy decisions exercisable by a person or persons acting individually or in concert, directly or indirectly, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements or in any other manner. It is hereby further clarified that in event Strategic Partner undergoes any merger or amalgamation or reconstitution, and the resulting entity does not assume the Strategic Partners obligations under this Agreement and/or does not have the technical capacity to fulfil the obligations, such event shall also be deemed as Change of Control for purposes of this Agreement;

Deliverables: means the products, infrastructure and services agreed to be delivered by the Strategic Partner in pursuance of the agreement as defined more elaborately in the RFP, Implementation and the Maintenance phases and includes all documents related to the user manual, technical manual, design, process and operating manuals, service mechanisms, policies and guidelines (such as security related, data migration related), inter alia payment and/or process related etc., source code and all its modifications;

Effective Date: shall mean the date of execution of this Agreement

Fee or Project Fee: shall mean the total fee quoted by the Strategic Partner (SP) for performing the activities under this Agreement

Final Acceptance Test: shall be conducted on completion of the following: (i) Software installation, deployment, and operation on Authority prescribed locations, (ii) Deployment of Software & operation and networking at requisite locations, and (iii) operation of the overall integrated solution and portal, and (iv) any other criteria prescribed by the Authority

Force Majeure: shall have the same meaning ascribed to it in Clause 16.1;

Force Majeure Costs: shall have the same meaning ascribed to it in Clause 16.4 (a);

Indemnifying Party: shall have the same meaning ascribed to it in Clause 15.1;

Indemnified Party: shall have the same meaning ascribed to it in Clause 15.1;

Intellectual Property Rights: means all rights in written designs and copyrights, moral rights, rights in databases and Bespoke Software / Pre-existing work including its upgradation systems and compilation rights (whether or not any of these are registered and including application for registration);

Insurance Cover: The Strategic Partner shall procure coverage against all risks from reputed insurers as per good industry practices and shall maintain such insurances in full force and effect throughout the term of the agreement.

Material Breach: means a breach by either Party (Authority or Implementation Agency) of any of its obligations under this Agreement which has or is likely to have an Adverse Effect on the Project which such Party shall have failed to cure;

Performance Security: Means the guarantee provided by a Scheduled Bank in favour of the Strategic Partner. The amount of Performance Security shall be This performance security shall be valid during the Term;

Proprietary Information: shall have the same meaning ascribed to it in Clause 19.1;

Services: means the services delivered to the Authority or its nominated agencies, using the tangible and intangible assets including the Software created, installed, managed and operated by the Strategic Partner including the tools of information and communications technology and includes but is not limited to the list of services specified in Scope of Work specified at Schedule I;

Service Level: means the level of service and other performance criteria which will apply to the Services delivered by the Strategic Partner in accordance with this Agreement;

Software: means the software designed, developed / customized, tested and deployed by the Strategic Partner for the purposes of the Project and includes the source code along with associated documentation, which is the work product of the development efforts involved in the Project and the improvements and enhancements effected during the term of the Project, but does not include the third party software products, proprietary software components and tools deployed by the Strategic Partner;

IN WITNESS WHEREOF the Parties have by duly authorized
Representatives set their respective hands and seal on the date first above
Written in the presence of:

WITNESSES:

Signed by:

(Name and designation) For and on behalf of Authority

(FIRST PARTY)

Signed by:

(Name and designation)

STRATEGIC PARTNER

(SECOND PARTY)

(Name and designation) For and on behalf of Strategic Partner Signed by:

SCHEDULES

SCHEDULE I: Scope Of Work

(Schedules I and II as mentioned in RFP.)

SCHEDULE – II – Security Review

Security Review: The software developed/customized shall be audited from a security and controls perspective. Such audit shall also include the IT infrastructure and network deployed for the project by the Strategic Partner. Following are the broad activities to be performed as part of Security Review:

- a) Assessment of authentication mechanism provided in the application /components/modules
- b) Assessment of data encryption mechanisms implemented for the solution
- c) Assessment of data access privileges, retention periods and archival mechanisms protected.
- d) Server and Application security features incorporated etc.
- e) Application Security mechanisms should be accessed in compliance with the IT Act 2000, 2008 Amendment and IT rules 2011, such that it maintains data/information Integrity, Confidentiality, Non-repudiation.
- f) Audit of Security mechanisms so that they are in compliance with the latest Guidelines by Controller of Certifying authority (CCA), IT Act, and ISO27001.

SCHEDULE – III - EXIT MANAGEMENT SCHEDULE

1 PURPOSE

- 1.1 This Schedule sets out the provisions, which will apply on expiry or earlier termination of the Agreement.
- 1.2 In the case of earlier termination or expiry of the Agreement, the Strategic Partner shall promptly comply with and adhere to and apply the provisions of this Schedule.
- 1.3 The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.

2 TRANSFER OF ASSETS

Authority shall be entitled to and the Strategic Partner shall promptly upon termination or expiry of Agreement hand over the possession of all assets to Authority along with the information's/data as set out hereunder on or before 15 (fifteen) days from the date of termination or expiry of this Agreement in accordance with the terms hereof (hereinafter referred to as the “**Exit Management Period**”).

3 COOPERATION AND PROVISION OF INFORMATION

During the Exit Management Period:

- (i) The Strategic Partner will allow the Authority to information reasonably required to define the then current mode of operation associated with the provision of the services to enable the Authority to assess the existing services being delivered;
- (ii) promptly on reasonable request by the Authority, the IA shall provide access to and copies of all information held or controlled by them which they have prepared or maintained in accordance with this agreement relating to any material aspect of the services (whether provided by the Strategic Partner or sub -contractors appointed by the Strategic Partner). The Authority shall be entitled to copy of all such information. Such information shall include details pertaining to the services rendered and other performance data. The Strategic Partner shall permit the Authority to have reasonable access to its employees and facilities as reasonably required by the Authority to understand the methods of delivery of the services employed by the Strategic Partner and to assist appropriate knowledge transfer.

4 CONFIDENTIAL INFORMATION, SECURITY AND DATA

- 4.1 The Strategic Partner will promptly on the commencement of the Exit Management Period supply to the Authority the following:
 - (i) information relating to the current services rendered and customer and performance data relating to the performance of sub- contractors in relation to the services;
 - (ii) documentation relating to Project's Intellectual Property Rights;
 - (iii) documentation relating to sub-contractors;
 - (iv) all current and updated data as is reasonably required for purposes of Authority transitioning the services to its Replacement implementation agency in a readily

- available format nominated by the Authority, its nominated agency;
- (v) all other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable Authority or its nominated agencies, or its Replacement Strategic Partner to carry out due diligence in order to transition the provision of the Services to Authority or its nominated agencies, or its Replacement Strategic Partner (as the case may be).
- 4.2 Before the expiry of the Exit Management Period, the Strategic Partner shall deliver to the Authority all assets, software, information, data and shall not retain any copies thereof, except with written permission of the Authority.
- 4.3 Before the expiry of the Exit Management Period, unless otherwise provided under the Agreement, the Authority shall deliver to the Strategic Partner all forms of Strategic Partner confidential information, which is in its possession or control.

5 EMPLOYEES

- 5.1 Promptly on reasonable request at any time during the exit management period, the Strategic Partner shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to the Authority a list of all employees (with job titles) of the Strategic Partner dedicated to providing the services at the commencement of the exit management period.
- 5.2 Where any national, regional law or regulation relating to the mandatory or automatic transfer of the contracts of employment from the Strategic Partner to the Authority, or a Replacement Strategic Partner ("**Transfer Regulation**") applies to any or all of the employees of the Strategic Partner, then the Parties shall comply with their respective obligations under such Transfer Regulations.
- 5.3 To the extent that any Transfer Regulation does not apply to any employee of the Strategic Partner, department, or its Replacement Strategic Partner may make an offer of employment or contract for services to such employee of the Strategic Partner and the Strategic Partner shall not enforce or impose any contractual provision that would prevent any such employee from being hired by the Authority or any Replacement Strategic Partner.

6 TRANSFER OF CERTAIN AGREEMENTS

On request by the Authority, the Strategic Partner shall effect such assignments, transfers, licences and sub-licences as the Authority may require in its favour or its Replacement Strategic Partner in relation to any equipment lease, maintenance or service provision agreement between Strategic Partner and third party lessors, Strategic Partners, and which are related to the services and reasonably necessary for the carrying out of replacement services by the Authority or its Replacement Strategic Partner.

7 RIGHTS OF ACCESS

- 7.1 At any time during the Exit Management Period, where Assets are located at the Strategic

Partner's premises, the Strategic Partner will be obliged to give reasonable rights of access vide console for hosting etc to Authority in order to review inventory of the Assets.

8 GENERAL OBLIGATIONS OF THE STRATEGIC PARTNER

- 8.1 The Strategic Partner shall provide all such information as may reasonably be necessary to effect as seamless a handover as practicable in the circumstances to the Authority or its Replacement Strategic Partner and which the Strategic Partner has in its possession or control at any time during the Exit Management Period.
- 8.2 For the purposes of this Schedule, anything in the possession or control of any Strategic Partner, associated entity, or sub-contractor is deemed to be in the possession or control of the Strategic Partner.
- 8.3 The Strategic Partner shall commit adequate resources to comply with its obligations under this Exit Management Schedule.

9 EXIT MANAGEMENT PLAN

- 9.1 The Strategic Partner shall provide the Authority with a recommended exit management plan ("**Exit Management Plan**") which shall deal with at least the following aspects of exit management in relation to the Agreement as a whole and in relation to the Project implementation and the operation and management.
 - (i) A detailed program of the transfer process that could be used in conjunction with a Replacement Strategic Partner including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;
 - (ii) plans for the communication with such of the Strategic Partner's sub contractors, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on the Authority's operations as a result of undertaking the transfer;
 - (iii) (if applicable) proposed arrangements for the segregation of the Strategic Partner's networks from the networks employed by Authority and identification of specific security tasks necessary at termination;
 - (iv) Plans for provision of contingent support to Authority and Replacement Strategic Partner for a reasonable period after transfer.
- 9.2 The Strategic Partner shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date.
- 9.3 Each Exit Management Plan shall be presented by the Strategic Partner to and approved by the Authority.
- 9.4 The terms of payment as stated in the Terms of Payment Schedule include the costs of the Strategic Partner complying with its obligations under this Schedule.
- 9.5 In the event of termination or expiry of Agreement, and Project Implementation, each

Party shall comply with the Exit Management Plan.

- 9.6 During the Exit Management Period, the Strategic Partner shall use its best efforts to deliver the services.
- 9.7 Payments during the Exit Management Period shall be made in accordance with the Terms of Payment Schedule.
- 9.8 This Exit Management plan shall be furnished in writing to the Authority or its nominated agencies within 90 days from the Effective Date of this Agreement.

SCHEDULE IV - AUDIT, ACCESS AND REPORTING

1. PURPOSE

This Schedule details the audit, access and reporting rights and obligations of the Authority and the Strategic Partner.

2. AUDIT NOTICE AND TIMING

2.1 As soon as reasonably practicable after the Effective Date, the Parties shall use their best endeavours to agree to a timetable for routine audits during the Project Term. Authority shall conduct routine audits in accordance with such agreed timetable and shall not be required to give the Strategic Partner any further notice of carrying out such audits.

2.2 The Authority may conduct non-timetabled audits at his/ her own discretion if it reasonably believes that such non-timetabled audits are necessary as a result of an act of fraud by the Strategic Partner, a security violation, or breach of confidentiality obligations by the Strategic Partner, provided that the requirement for such an audit is notified in writing to the Strategic Partner a reasonable period time prior to the audit (taking into account the circumstances giving rise to the reasonable belief) stating in a reasonable level of detail the reasons for the requirement and the alleged facts on which the requirement is based. If the Strategic Partner considers that the non-timetabled audit was not appropriate, the matter shall be referred to the escalation procedure as set out in the Governance Schedule.

2.3 The frequency of audits shall be a (maximum) half yearly, provided always that the Authority shall endeavor to conduct such audits with the lowest levels of inconvenience and disturbance practicable being caused to the Strategic Partner. Any such audit shall be conducted by with adequate notice of 1 week to the Strategic Partner.

3. AUDIT RIGHTS

The Authority shall have the right to audit and inspect suppliers, agents and third party, documents, records, procedures and systems relating to the provision of the services, but only to the extent that they relate to the provision of the services, as shall be reasonably necessary to verify:

- (i) The security, integrity and availability of all data processed, held or conveyed by the Partner on behalf of Authority and documentation related thereto;
- (ii) That the actual level of performance of the services is the same as specified in the Agreement;
- (iii) That the Strategic Partner has complied with the relevant technical standards, and has adequate internal controls in place; and
- (iv) Security audit and implementation audit of the system shall be done periodically as required by governing laws, the cost of which shall be borne by the Strategic Partner.

- (v) For the avoidance of doubt the audit rights under this Schedule shall not include (i) access to the Strategic Partner's profit margins or overheads, (ii) any confidential information relating to the Strategic Partner's employees, (iii) minutes of its internal Board or Board committee meetings including internal audit, and (iv) such other information of commercial-in-confidence nature which are not relevant to the services associated with any obligation under this Agreement.

4. AUDIT RIGHTS OF SUB-CONTRACTORS, SUPPLIERS AND AGENTS

The Strategic Partner shall use reasonable endeavours to achieve the same audit and access provisions as defined in this Schedule with sub-contractors, suppliers and agents who supply labour, services, equipment or materials in respect of the services. The Strategic Partner shall inform the Authority prior to concluding any sub-contract or supply agreement of any failure to achieve the same rights of audit or access.

5. ACTION AND REVIEW

5.1 Any discrepancies identified by any audit pursuant to this Schedule shall be immediately notified to the Authority and the Strategic Partner Project Manager who shall determine what action should be taken in respect of such discrepancies in accordance with the terms of the Contract.

5.2 Any change or amendment to the systems and procedures of the Strategic Partner, or sub-contractors, where applicable arising from the audit report shall be agreed within thirty (30) calendar days from the submission of the said report.

6. TERMS OF PAYMENT

The Authority shall bear the cost of any audits and inspections.

7. RECORDS AND INFORMATION

For the purposes of audit in accordance with this Schedule, the Strategic Partner shall maintain true and accurate records in connection with the provision of the services and the Strategic Partner shall handover all the relevant records and documents upon the termination or expiry of the Contract.

SCHEDULE – V - GOVERNANCE SCHEDULE

1. PURPOSE

The purpose of this Schedule is to:

- a. establish and maintain the formal and informal processes for managing the relationship between the Authority and the Strategic Partner (including the outputs from other Schedules to this Agreement;
- b. define the principles that both Parties wish to follow to ensure the delivery of the Services;
- c. ensure the continued alignment of the interests of the Parties;
- d. ensure that the relationship is maintained at the correct level within each Party;
- e. create the flexibility to revise and maintain the relationship and this Agreement during the Term;
- f. set out the procedure for escalating disagreements; and
- g. enable contract administration and performance management.

2. GOVERNANCE STRUCTURE

- a. Project Managers: The relationship under this Agreement will be managed by the Project Managers appointed by each Party, who will provide the interface between the executive management of the respective Parties.
- b. The Project Managers shall have responsibility for maintaining the interface and communication between the Parties.

3. GOVERNANCE PROCEDURES

- 3.1. The Strategic Partner shall document the agreed structures in a procedures manual;
- 3.2. All meetings and proceedings will be documented such documents to be distributed to the Parties and copies shall be kept as a record. All actions, responsibilities and accountabilities arising out of any meeting shall be tracked and managed;
- 3.3. The Parties shall ensure as far as reasonably practicable that they shall resolve the issues amicably;
- 3.4. If the Disputed Matter is having a material effect on the operation of the Services (or any of them or part of them) the Parties will use all their respective reasonable endeavours to reduce the elapsed time in reaching a resolution of the Disputed Matter.

SCHEDULE – VI - TERMS OF PAYMENT SCHEDULE

The Fee shall be paid to Strategic Partner subject to terms hereof and after setting off deductions against non –performance of KPIs and damages against delays, as per following payment milestones:

<u>Implementation</u>¹	
1. Project Planning	None
2. System Requirement and System Design and Application Transition	10% of Part I of Quoted Price
3. Completion of Solution Development (Declaration for UAT by Vendor)	20% of Part I of Quoted Price
4. Solution Testing (Completion of satisfactory feedback on UAT)	30% of Part I of Quoted Price
5. Solution Go Live	40% of Part I of Quoted Price
O&M Phase for 3 years from the date of completion of development phase	Quarterly payment in equal instalments (12)

¹ All modules finalized at the time of project planning shall be considered within the scope of work for payments and deliverables shall be accordingly measured based on project planning and system requirement and design phase. All additional requirements beyond the same shall be considered under change request as per process laid down in the RFP. Further, it is to be noted that part payment shall be made for modules completed in case all modules are not completed due to issues beyond the control of the strategic partner at the end of 1 year of the project. For example, in case the total modules identified at the planning stage is 20 modules and 5 modules are not completed due to reasons beyond control of strategic partner, then 75% (15/20) payment shall be released.

SCHEDULE VII- NON-DISCLOSURE AGREEMENT

To,

The.....,

.....

Subject: Confidentiality Undertaking

Dear Sir/Mam,

Background:

- i) DAC&FW requires services for the Development, Operation & Maintenance Of Enhanced Version Of National Crop Insurance Portal (EV-NCIP);
- ii) We, <Name of the Strategic Partner>, are an empaneled/Selected with DAC&FW and we, <Name of the Strategic Partner >, have been identified for the Development, Operation & Maintenance Of Enhanced Version Of National Crop Insurance Portal (EV-NCIP) of DAC &FW;
- iii) Prior to delivering any such initiative, we recognize that we are required to maintain the EV-NCIP, pre-install any associated applications in the devices (hereinafter the “Purpose”) in strict accordance with the instructions provided to us
- iv) We, <Name of the Strategic Partner>, acknowledge that will be receiving certain information that is confidential and proprietary in nature and it is required that such information be protected from unauthorized disclosure and use;

Undertaking

Whereas, We, <Name of the Strategic Partner>, a company incorporated under the provisions of the Companies Act, 1956 having its registered office at, confirm that during the current assignment, we, <Name of the Strategic Partner>, including but not limited to its directors, officers, employees, agents, consultants, contractors and representatives shall have access to Confidential Information (defined below) and we, <Name of the Strategic Partner>, the undersigned hereby, agree and acknowledge:

1. That during the course of the assignment, we will be in receipt of certain confidential and proprietary information of **DAC&FW-Credit II** Division, Government of India (“Confidential Information”); the said Confidential Information shall consist but not necessarily limit to all information and materials, object code and source code relating to the DAC&FW Website applications provided to <Name of the Strategic Partner> and includes all other information transmitted in writing, orally, visually, (e.g. video terminal display) or on magnetic or optical media, and including all proprietary information, licensed document know-how, ideas, concepts, designs, drawings, flow charts, diagrams, quality manuals, checklists, guidelines, processes, formulae, source code materials, specifications, programs, software packages, codes and other intellectual property relating to the DAC&FW Website.

It is however clarified that Confidential Information does not include the following:

- (a) Information that is generally available to the public without any breach on our <Name of the Strategic Partner>, part; or

- (b) Information which at the time of disclosure to us, **<Name of the Strategic Partner>** was known to us, **<Name of the Strategic Partner>** free of confidentiality restriction as evidenced by documentation in our, **<Name of the Strategic Partner>**'s possession; or
 - (c) Information which you have agreed in writing is free of such confidentiality restrictions.
- 2. We agree that the provisions of this undertaking shall become effective on the date as written above. However, this undertaking shall apply retrospectively to any Confidential Information that may have been disclosed in connection with the Purpose prior to the date written above.
- 3. **Protection of Confidential Information**

We agree that, with respect to any Confidential Information disclosed to us, **<Name of the Strategic Partner>** or to which we, **<Name of the Strategic Partner>**, have access, we, **<Name of the Strategic Partner>** shall:

 - (a) Use the Confidential Information only for accomplishment of the Purpose and in accordance with the terms and conditions contained herein;
 - (b) Maintain the Confidential Information in strict confidence and take all reasonable steps to adhere to the confidentiality obligations undertaken hereunder, but in no event we, **<Name of the Strategic Partner>**, shall take less care than we, **<Name of the Strategic Partner>**, takes to protect the confidentiality of our own proprietary and confidential information and that of our clients;
 - (c) Not disclose or in any way assist or permit the disclosure of any Confidential Information to any person or entity without the express written consent of **DAC&FW** except as provided in clause 7 below; and
 - (d) Refrain from reverse engineering, decompiling or disassembling any software code disclosed to us, **<Name of the Strategic Partner>**, except as expressly permitted by applicable law.
 - (e) Not discuss with any member of public, media, press or any other person about the nature of arrangement entered between you and us, **<Name of the Strategic Partner>** or the nature of product to be provided by us, **<Name of the Strategic Partner>** to you.
- 4. **Copying or Return of Confidential Information**
 - (a) We, **<Name of the Strategic Partner>**, agree that we shall not be entitled to copy samples, models, computer programs, drawings, documents or other instruments furnished under the assignment and containing Confidential Information, unless and to the extent it is necessary for the Purpose.
 - (b) We acknowledge that all samples, models, computer programs, drawings, documents and other instruments furnished hereunder and containing Confidential Information shall remain **DAC&FW** property.
 - (c) At any time upon request of **DAC&FW** or upon the conclusion of the Purpose, we, **<Name of the Strategic Partner>**, at our own cost, agree to return, promptly and in any event within 14 days of receipt of such request, each and every copy of Confidential Information and satisfy **DAC&FW** that we no longer hold any further confidential information.
- 5. **Onus**

We, **<Name of the Strategic Partner>**, acknowledge that we shall have the burden of proving that any disclosure or use of Confidential Information inconsistent with this undertaking falls within any of the exceptions stated herein.
- 6. **Remedies**

- (a) We, **<Name of the Strategic Partner>**, undertake to forthwith notify you upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this undertaking by us, **<Name of the Strategic Partner>** and our employees and affiliates and we agree to cooperate with you in every reasonable way to help you regain possession of the Confidential Information and prevent its further unauthorized use or disclosure.
- (b) We, **<Name of the Strategic Partner>**, acknowledge and agree that (a) any actual or threatened unauthorized disclosure or use of the Confidential Information by us, **<Name of the Strategic Partner>**, may cause immediate and irreparable harm to you. We, **<Name of the Strategic Partner>**, further acknowledge that damages from such unauthorized disclosure or use may be impossible to measure accurately and injury sustained by you may be impossible to calculate and remedy fully. We, **<Name of the Strategic Partner>**, agree that in the event of such a breach, **DAC&FW** shall be entitled to specific performance of our, **<Name of the Strategic Partner>**'s obligations contained in this undertaking. We, **<Name of the Strategic Partner>**, herein undertake to indemnify, save, hold harmless and defend you and our assignees promptly upon demand and at its expense, any time and from time to time, from and against any and all suits, proceedings, actions, demands, losses, claims, damages, liabilities, costs (including reasonable attorney's fees and disbursements) and expenses (collectively, "Losses") to which you or your assignee may become subject, in so far as such Losses arise out of, in any way relate to, or result from breach of our, **<Name of the Strategic Partner>**, obligations under this undertaking.

7. **Need to Know**

We, **<Name of the Strategic Partner>**, agree to restrict disclosure of Confidential Information to our employees who have a need to know such information for accomplishment of Purpose as stated herein provided such employees have agreed to abide by the confidential undertaking as stated herein and agree that they shall not disclose such Confidential Information to any affiliates, subsidiaries, associates and/or third party without your prior written approval.

8. **Intellectual Property Rights Protection**

We, **<Name of the Strategic Partner>**, acknowledge that no license to us, **<Name of the Strategic Partner>**, under any trademark, patent, copyright, design right, mask work protection right, or any other intellectual property right or ownership rights is either granted or implied by the conveying of Confidential Information to us **<Name of the Strategic Partner>**.

9. **No Warranty**

We, **<Name of the Strategic Partner>**, acknowledge that DAC&FW website applications is Confidential Information and such applications may only be used solely with respect to the Purpose stated herein.

10. **Governing Law**

This Undertaking shall be interpreted in accordance with and governed by the substantive and procedural laws of India. In connection with this Undertaking, We, **<Name of the Strategic Partner>**, hereby consent to submit to the exclusive jurisdiction of Courts and/or Forums situated at Delhi, India only.

We **<Name of the Strategic Partner>**, have accepted the foregoing by signing this Undertaking

onday of, 2020.

<Name of the Strategic Partner>