



REQUEST FOR PROPOSAL FOR THE ANNUAL MAINTENANCE OF IRDA'S SAP-ERP APPLICATION

IRDA, Insurance Regulatory and Development Authority, henceforth referred to as the Authority, is a body corporate constituted under the provisions of the IRDA Act 1999 having its Central Office at **3rd Floor, Parishram Bhavan, Basheerbagh, HYDERABAD - 500004**. The Authority has implemented SAP ERP System for its Office Administration and Day to Day functioning. The Authority desires to award the contract for Annual Maintenance of SAP ERP Application to the eligible bidder selected through a Tendering Process and for this purpose IRDA requests for Proposals (RFP) from the eligible bidders. The AMC Support should in SHARED SERVICE MODEL. The details of the project are mentioned below:

1. SCOPE OF WORK

In general, the Scope of Work covers the providing of support for the End Users by clearing the issues raised by them at Production Level, enlightening the End Users with regard to the issues, implementing the changes at Configuration Level as and when required, implementing the internal Circulars from Authority as and when required, implementing Periodical Changes, maintaining the SAP ERP Application for the changes necessitated by internal or external circumstance, any other changes as required by the Authority.

The support and maintenance should include all the below SAP Modules implemented at IRDA.

1. HCM (Human Capital Management) including Payroll.
 - I) Personnel Administration
 - II) Organizational Management
 - III) Time Management / Roasters
 - IV) Payroll Processing
 - V) Training & Event Management
 - VI) Recruitment
 - VII) Personnel Development
 - VIII) Compensation Management
 - IX) Travel Management

2. Finance and Controlling (FICO)
 - I) Financials (FI)
 - a) Basic Settings
 - b) General Ledger Accounting
 - c) Bank Accounting
 - d) Accounts Receivable
 - e) Accounts Payable
 - f) Asset Accounting
 - g) Cash Management

- II) Controlling (CO)
 - a) Cost Centre Accounting
- 3. SAP Portal
 - I) Employee Self Service (ESS)
 - II) Manager Self Service (MSS)
- 4. Basis
- 5. ABAP

The scope of work includes providing production support to the existing SAP ECC6.0 installation and following activities are considered in scope of work (SOW)

1. Extending support and providing solutions on urgent basis to End Users with regard to issues reported by them on day to day basis.
2. Carrying out Customization/configuration changes for new requirements / new processes as and when required. Any customisation work with estimated effort of less than 12.5 man days /100 man hours shall be done as a part AMC, without any extra cost. Efforts requiring more than 12.5 man days /100 man hours shall only be considered through change management process. **Vendor shall submit the effort estimation template (to be followed by the bidder during change management process) as a part of their technical bid.**
3. Specifications for new report development whenever required.
4. Documenting any configuration/customization changes made
5. Functional Help in the form of clarifications related to existing functionality implemented in SAP R/3 system
6. Testing of Modification/ Configuration/ Customization work before moving the same to production system.
7. Basis support towards online updation. of all notes released by SAP India in the production server and auditing of the system.
8. ABAP support for any changes in reports / new development
9. Manage as per Service Level Agreements.
10. Back-up and Recovery of SAP System (Both Applications and Database). Maintaining the up-to-date backup shall be the responsibility of the bidder. The vendor selected shall submit the required backup policy to be adapted while executing the AMC and get a formal concurrence from IRDA for adapting the same.
11. Maintenance of ISSUE TRACKER with day-end updation of Status for monitoring the issues.
12. Vendor shall also co-ordinate with Hardware AMC provider for all hardware related issues. The selected vendor shall extend all possible support to the hardware AMC provider to ensure that the servers are maintained properly.

APPLICATION SUPPORT MAINTENANCE SERVICE SCOPE Geographical Scope	<ul style="list-style-type: none"> IRDA, Hyderabad, India
Coverage	<ul style="list-style-type: none"> 09:00 to 19:00 hrs IST, 6 Days a week. Exclusion- National Holidays Emergency On-Call Support
AMS Location	<ul style="list-style-type: none"> Vendor Office in India
Technology Tower	<ul style="list-style-type: none"> Functional Application Support (FICO, HCM and Payroll) Basis Support ABAP Developments -RICEF Objects support
Problem Management	<p>Problem Management activity comprises the following:</p> <ul style="list-style-type: none"> Production support (including problem identification, problem resolution, fix, testing and implementation) Minor Configuration changes (Less than 8 Hours efforts) Minor modifications to rectify defects against specifications
Application Queries	All end users' queries relating to all applications including "What if....", "How do I", "I did this and this happened"
Change Control	<p>Compliance with Change control process for all applications so that changes, whether planned or emergency, are correctly managed in order to protect the integrity of the system.</p> <p>Tasks include - register change; assign priority; schedule change; modify impacted areas; implement change; and, accept change.</p>
Periodic Meeting and Reporting	Conduct periodic review meetings to discuss metrics/performance and SLA adherence
Documentation	Documentation will be kept up to date for any changes made in Support Scope of services.
Training	3 days of refresher training for IRDA core users once every quarter at IRDA premises.

APPLICATION SCOPE

FUNCTIONAL SUPPORT SCOPE

The functional scope considered for the Offshore Support is as below:

- SAP FICO (Financials)
- SAP HCM (Human Capital Management) and Payroll and ESS

The functionalities which have been implemented would be supported for the above mentioned modules.

Requirements for enhancement of functionalities within the existing scope of modules shall be considered by the vendor, if the effort required to process them is less than 100 person hours. If the effort goes beyond this number in a month, IRDA will prioritise these requests and spread them across the support months.

Technical upgrades limited to patches as applicable to existing scope of modules and software obtained for SAP solution will be considered in scope (limited to less than 100 person hours of effort in a month)

BASIS SUPPORT SCOPE

BASIS scope should include the following activities:

- Technical Administration for Production, QA and Development systems
- Correction and Transport System, Management of Scheduled Releases
- Transport of SAP repairs and minor enhancements
- Starting/Stopping SAP system as required
- Client Copies and Client Exports/Imports for current landscape
- Device management
- SAP Performance Monitoring and Tuning
- Error Monitoring and Correction
- Transaction Error Monitoring and Correction to ensure system reliability
- Change Control for SAP System
- Scheduled (Batch) Processing
- SAP Data Security/User Administration
- Minor SAP Upgrades (confined to Service Packs)
- Periodic (weekly) backup and restoration

ABAP SUPPORT SCOPE

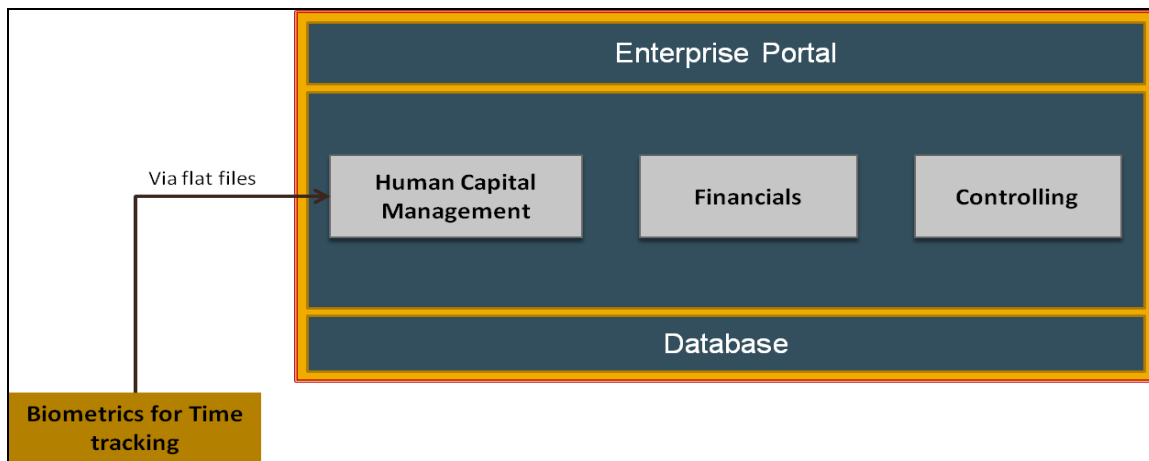
Support work will include debugging of ABAP programs, creating and changing layouts / SAP scripts / reports / user exits / programs / functionality enhancement / interfacing programs / conversion programs.

Any single change of around 100 person hours in development effort will be taken up through Change Request mechanism.

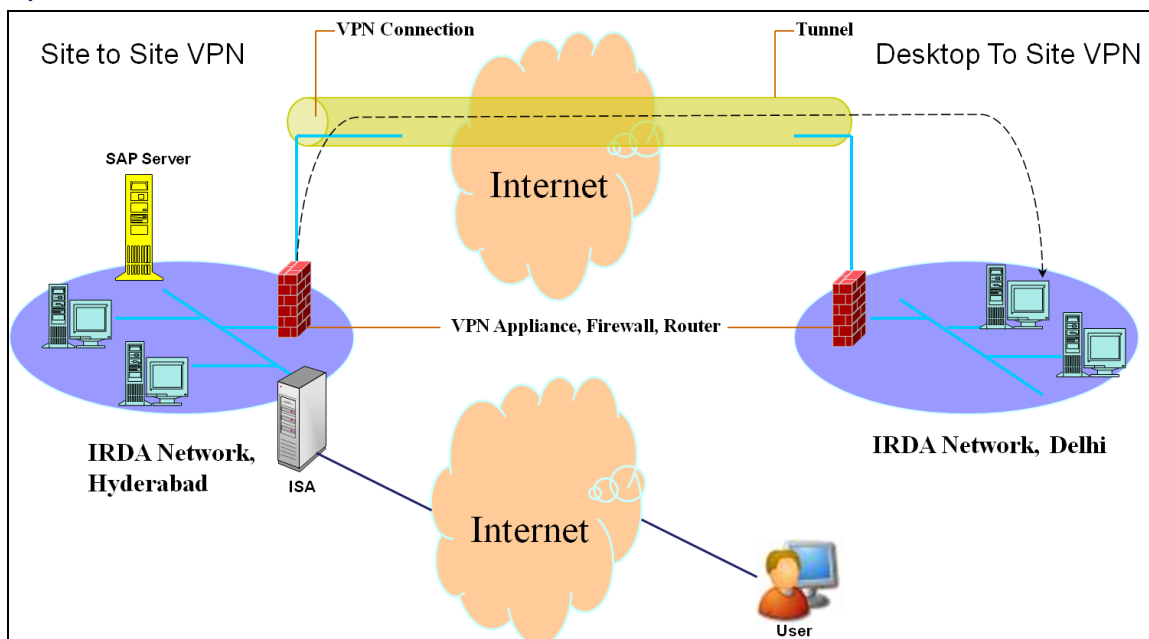
2. IRDA'S SAP-ERP'S SOLUTION LANDSCAPE

The solution landscape in place for SAP-ERP is as follows:

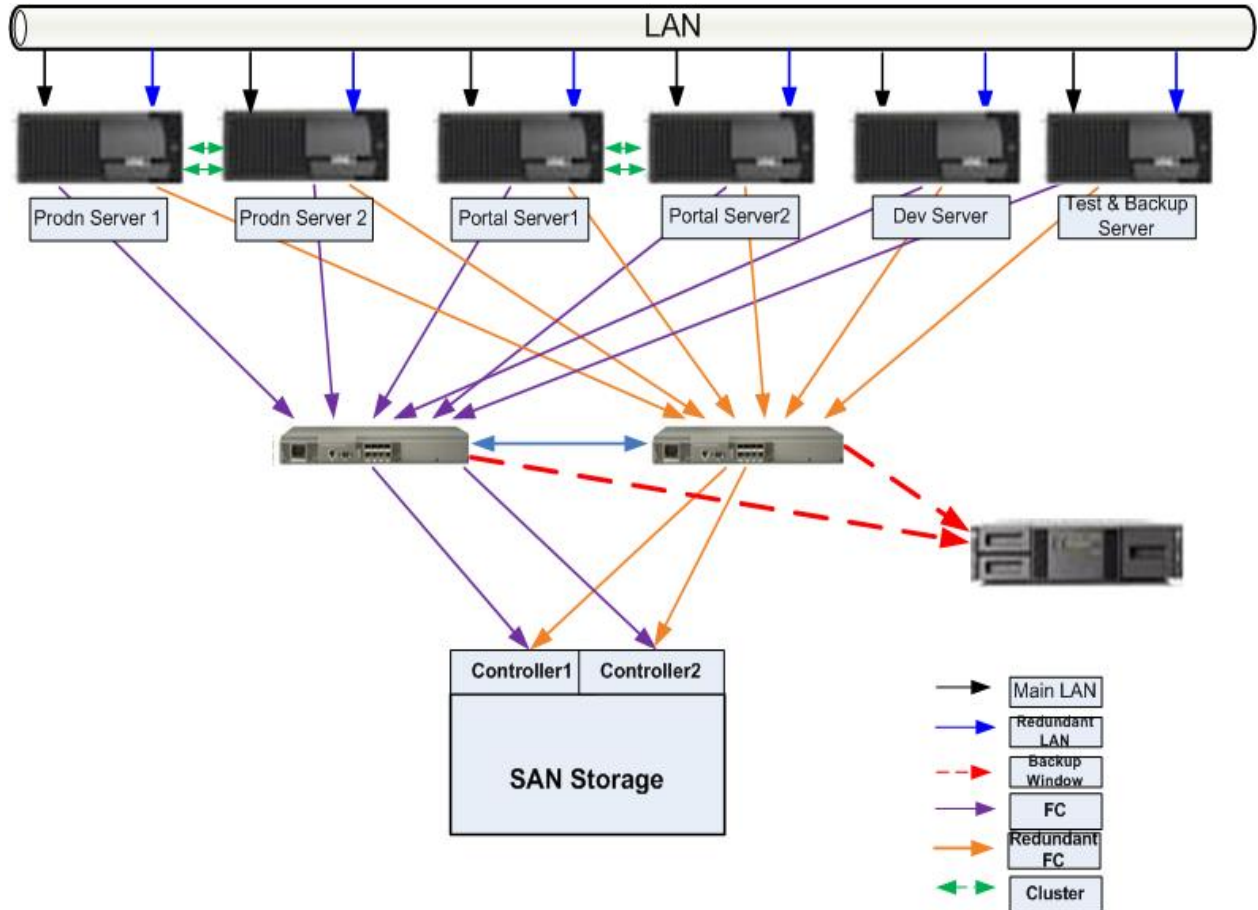
A) ERP SOLUTION ARCHITECTURE



B) SECURITY ARCHITECTURE



C) IRDA ERP INFRASTRUCTURE LANDSCAPE WITH HIGH AVAILABILITY



S.No	Make	Model	Product description
1	Dell	R710	Database Server with Application - 2 x Intel® Xeon® Processor X5650 (6 cores 12M Cache, 2.66 GHz, 6.40 GT/s Intel® QPI), 24GB 2Rx4 PC3-10600R-9 Kit, 2 x 300GB 3G SAS 15K 3.5in DP ENT HDD, Slim 12.7mm SATA DVDRW Optical Kit, 2 X 82Q 8Gb Dual Port PCI-e FC HBA, 4 nic, 2 x 460W HE 12V Hotplg AC Pwr Supply Kit, 3y 4h 24x7 HW Support

2	Dell	R710	Clustered Data base Server with Application - 2 x Intel® Xeon® Processor X5650 (6 cores 12M Cache, 2.66 GHz, 6.40 GT/s Intel® QPI), 24GB 2Rx4 PC3-10600R-9 Kit, 2 x 300GB 3G SAS 15K 3.5in DP ENT HDD, Slim 12.7mm SATA DVDRW Optical Kit, 2 X 82Q 8Gb Dual Port PCI-e FC HBA, 4 nic, 2 x 460W HE 12V Hotplg AC Pwr Supply Kit, 3y 4h 24x7 HW Support
3	Dell	R710	Enterprise Portal - 2 x Intel® Xeon® Processor X5650 (6 cores 12M Cache, 2.66 GHz, 6.40 GT/s Intel® QPI), 24GB 2Rx4 PC3-10600R-9 Kit, 2 x 300GB 3G SAS 15K 3.5in DP ENT HDD, Slim 12.7mm SATA DVDRW Optical Kit, 2 X 82Q 8Gb Dual Port PCI-e FC HBA, 4 nic, 2 x 460W HE 12V Hotplg AC Pwr Supply Kit, 3y 4h 24x7 HW Support
4	Dell	R710	Clustered Enterprise portal 2 x Intel® Xeon® Processor X5650 (6 cores 12M Cache, 2.66 GHz, 6.40 GT/s Intel® QPI), 24GB 2Rx4 PC3-10600R-9 Kit, 2 x 300GB 3G SAS 15K 3.5in DP ENT HDD, Slim 12.7mm SATA DVDRW Optical Kit, 2 X 82Q 8Gb Dual Port PCI-e FC HBA, 4 nic, 2 x 460W HE 12V Hotplg AC Pwr Supply Kit, 3y 4h 24x7 HW Support
5	Dell	R710	Testing and Backup - 2 x Intel® Xeon® Processor X5650 (6 cores 12M Cache, 2.66 GHz, 6.40 GT/s Intel® QPI), 16GB 2Rx4 PC3-10600R-9 Kit, 2 x 3006GB 3G SAS 15K 3.5in DP ENT HDD, Slim 12.7mm SATA DVDRW Optical Kit, 4Gb Dual Port PCI-e FC HBA, 460W HE 12V Hotplg AC Pwr Supply Kit, 3y 4h 24x7 HW Support
6	Dell	R710	Development & QA - 2 x Intel® Xeon® Processor X5650 (6 cores 12M Cache, 2.66 GHz, 6.40 GT/s Intel® QPI), 16GB 2Rx4 PC3-10600R-9 Kit, 2 x 3006GB 3G SAS 15K 3.5in DP ENT HDD, Slim 12.7mm SATA DVDRW Optical Kit, 4Gb Dual Port PCI-e FC HBA, 460W HE 12V Hotplg AC Pwr Supply Kit, 3y 4h 24x7 HW Support

7	EMC/Dell	AX4-5	SAN Storage - AX4 storage with dual Controller, 14 x 300 GB HDD, cables, 3 years support
8	EMC/Dell	Brocade 300	SAN switch - Brocade - 16-ports-12 enabled Enabled SAN Switch , 8Gb Shortwave B-series FC SFP+ 1 Pack, m Multi-mode OM3 LC/LC FC Cables, 3y Support
9	Dell	Power Vault(TM) TL2000	Tape Library - Dell Tape Library TL2000 LTO-5, 1 x Ultrium Universal Cleaning Cartridge, 1 x LTO5 Ultrium RW Bar Code Label Pack, 5 x LTO5 Ultrium 3TB RW Data Tape, 5m Multi-mode OM2 LC/LC FC Cable
10	Dell	17" LCD Monitor	17" LCD Monitor
11	Dell	Dell	USB Key Board and Mouse
12	Microsoft	Microsoft	Win Svr Std 2008R2 SNGL OLP NL
13	Microsoft	Microsoft	Win Svr Ent 2008R2 SNGL OLP NL
14	Microsoft	Microsoft	Media Kit
15	Symantec	SYMC NETBACKUP PLATFORM BASE 7.0 XPLAT 1 FRONT END TBYTE STD LIC GOV BAND S	Backup Software
16	D Link		8 port KVM with cables
17	Valrack		42U with accessories
18			24 Port Patch Panel
19			Lan cables to connect servers etc
20			24 port L2 managed switch
21			H/W vendor Implementation charges

D) SOFTWARE LICENSES

S.No	Product License	Qty
1	SAP Enterprise foundation package	1
2	SAP Application developer user	1
3	SAP Application Profession users	10
4	SAP Employee self Service Users	140
5	SAP-Managed Self Service Users	45
6	SAP Payroll Processing - Master Records(Pack of 500)	1
7	SAP Interactive Forms Adobe, enable the enterprise	150
8	SAP interactive Forms Adobe, individual users	50

DATABASE: Oracle 11 g

3. INPUTS FROM IRDA

1. IRDA will provide resources in the roles of Subject Matter Experts to assist with requirements gathering, and the Project Manager for Validation / Sign-offs.
2. Necessary access and permissions will be given, after approval, to the Vendors to enable them to complete their tasks.
3. Existing Documentation and other related manuals will be provided, wherever required, in a timely manner.
4. English would be the language of Implementation including Training, if any, Business Discussions, Documentation etc.
5. Responsibility of Creation of Data manually, wherever it is required, for Testing in Test and Production System lies with IRDA Team.

4. MINIMUM SUPPORT TIMINGS AND STRUCTURE

Monday – Saturday (using **shared support model**).

A minimum of 70 person hours of support per module per month should be provided as part of this engagement. This 70 person hours includes (but is not limited to) training, bug fixing, problem resolution, enhancements and server refresh etc.

Hence, the minimum total support hours per month per module should be

Module	Support Hours per person month
SAP FICO	70 person hours
SAP HCM & Payroll	70 person hours
SAP BASIS	70 person hours
SAP ABAP	70 person hours
Total	280 person hours

THE UNUSED PERSON HOURS WILL HAVE TO BE SPREAD ACROSS THE REMAINING MONTHS IN THE AMC PERIOD. ALSO, THE PERSON HOURS OF ONE MODULE SHOULD BE INTERCHANGEABLE WITH THAT OF OTHER MODULES.

SUPPORT PROCESSES AND TICKET FLOW

Level 1 Support (Managed by IRDA)

Coordination

- Call logging → Receive, Register & Respond
- Evaluation of the problem
- Assigning the problem

Help desk at Level 1 will be responsible for receiving the calls from the end users, logging the problems in to call logging system & respond to the end users on the status of the problem. The issues will be either assigned to respective functional consultants or to business analysts. Personnel at Level 1 will be having a list of all the personnel at Level 2 for assigning the issues.

The Level 1 Support Team (IRDA Core Team) will be responsible for the following activities:

- User Id creation, PW reset
- Authorization assignment
- monitoring of problems reported by end users
- Liaison between Key users and L2 Support
- Continuous improvements - New functionality, Process improvements

Level 2 Support (To be managed by Vendor)

Level 2 support personnel will be primarily playing the role of super user and managing the frequently asked questions or any solutions that are readily available off the shelf. They will also handle some easy security related problem tickets like password reset, minor authorizations etc.

The Level 2 Support Team (Vendor Support Team) will be responsible for the following activities:

- Support L1 team
- Bug Fixing
- Training Core team /
- Responding to Core Team request for information - How , What, When, why
- SAP Support pack Levels, Application of OSS notes
- System change - Configuration and Developments
- Continuous improvements - New functionality, Process improvements

5) CRITERIA FOR CATEGORIZING TICKETS

The following is the criteria for deciding category of Tickets (Incidents) based on severity and hence facilitate prioritization.

Incident Priorities

Priority	Severity	Criteria
1	Critical	1. Time critical problem; example - a Critical system / process is inoperative; SAP system down; etc. 2. A major service disruption affecting an entire site or multiple sites; example- communication broken with several locations 3. Business is severely impacted and no workaround is available
2	Major	1. Time of resolution is important, example - closing activities getting delayed 2. High use of functions are inoperable, business productivity is compromised & workaround is not available; example - major interface error occurs 3. Significant business impact even if manual workarounds are available – work can be done, but not to full capacity 4. Some negative impact on quality / accuracy / availability of critical information
3	Minor	1. High use functions are inoperable; example - A/P A/R cannot be posted, business productivity is compromised & workaround is available 2. Small business impact, work around is time consuming
4	Query	1. System, application, network, hardware degraded but usable 2. Alternative available 3. User operations function with minimal disruptions 4. Manual workarounds in place with minimal business impact 5. Includes new enhancements, configuration and report development 6. No business impact

6) EXPECTED SERVICE LEVELS FOR RESOLVING THE ISSUES

Priority	Severity	Response Time	Resolution Time	Coverage	Target SLA
1	Critical	Respond within 1 hour	Resolve within 4 hrs	Business Hours Mon – Sat	95%
2	Major	Respond within 2 hours	Resolve within 24 hrs	Business Hours Mon – Sat	90%
3	Minor	Respond within 4 hours	Resolve within 2 days	Business Hours Mon – Sat	90%
4	Question	Respond within 4 hours	Resolve within 4 days	Business Hours Mon – Sat	80%

7. DELIVERABLES

The following Deliverables should have to be managed by the Support team (Vendor):

- Month on Month reduction of Bugs
- Month on Month reduction of repeat tickets (training related)
- Improved System stabilization
- Minor Enhancements
- No Down-time due to SAP Application
- Enhancements required should be provided without disturbing the existing scope

IMPORTANT NOTE : Any changes whatever and whenever required by the Authority are part of AMC Agreement and WILL NOT BE TREATED AS CHANGE REQUEST SEPARATELY unless it works out to be **a major activity requiring a total 100 (HUNDRED) man hours**. Total Man Hours, in this context, means the Man Hours required for Information gathering, Process Flow design and finalization, Application Development / Modification, Database Design and Creation, Testing and Implementation.

Documentation / Work Flow note to be prepared and submitted by the Vendor, with due Certification and Signature, for those issue which involves changes in Configuration / Database / Application. Such issues will be closed only when the Authority accepts the said document.

Changes more than 12.5 man days / 100 man hours shall undergo change manager process through the agreed effort estimation template.



Governance Model

Apart from the Internal Governance model of the Vendor, IRDA desires to have the following in-place for better governance.

1. Issue tracker to be circulated to the concerned personnel of IRDA on a regular basis as and when an issue arises and also if there is an update on the issues raised. This is in addition to monitoring of status through Solemn
2. Fortnightly review with vendor's Project Manager.
3. Monthly review with Vendors Programme Manager
4. Quarterly review with Vendors Delivery Head.

The duration of meeting and place etc. shall be decided on mutual consultations.

8. ELIGIBILITY CONDITIONS FOR THE PROPOSED VENDORS

- The vendor should be a registered company under companies act and engaged in the business of providing software and technology related services and provides technical support services in accordance with the specific requirement of its customers. **Proof of registration may be submitted.**
- The vendor should have implemented SAP ECC 6.0 ERP system should be a Service provider for supporting the SAP ECC 6.0 ERP system
- The vendor should be providing AMC services for SAP Systems for the past **5** years. The Vendor shall submit the copy of the certificates obtained from three of their current / past clients regarding satisfactory AMC support provided to them.
- The annual turnover of the company should be above Rs. **6 crores** during each of the last 3 years. ***The proofs for the turnover for the year 2013-14 and for the preceding 3 years shall be submitted along with their technical proposal***
- Should be a SAP Certified Implementation Partner for Implementations in India. **Proof for 'SAP Certified Implementation Partner' shall be submitted along with the technical document.**
- The Vendor should be sensitive to Customers and should meet Customer Expectations within the agreed time limits.
- The AMC supporting personnel are expected to have SAP Certification, though not mandatory. They should be well versed and conversant with the latest developments in SAP and allied areas.
- The Vendor should have proper Organizational Structure and should provide a clearly defined Escalation Matrix for handling various issues.

9. BID EARNEST MONEY/EMD

The bidder have to submit the Bid Earnest Money/EMD of Rs.2,00,000/-(Rs. Two lakhs Only) in the form of Demand Draft/ Pay Order/Bank Guarantee favouring: 'Insurance



Regulatory and Development Authority' and payable at Hyderabad at the time of submission of the bid documents. In absence of Earnest Money, bid will be rejected. EMD of unsuccessful bidder will be refunded within 45 days from the date of opening of commercial bid. EMD of the successful bidder will be refunded within one month after successful completion of contract & finance settlement, upon proper request signing of contract and submission of BG for 10% of the Project Value. IRDA will not pay any interest on the EMD amount.

Failure of the successful bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event the IRDA shall forfeit the EMD amount and blacklist the vendor to be considered for any future assignments at a later point in time.

The earnest money deposit (EMD) may be forfeited:

- If the bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form
- If the bidder does not accept the correction of its Bid
- In the case of a successful bidder, if the bidder fails within the specified time limit to sign the Contract Agreement, or to furnish the required performance guarantee
- If the bidder fails to produce sufficient proof for the information provided as part of response of technical bid evaluation

10. VENUE & DEADLINE FOR SUBMISSION OF PROPOSALS

Bid must be received by IRDA at the address specified in Bid Document not later than the specified date and time as specified in Bid Document. In event of the specified date for submission of bids being declared a holiday for IRDA, the bids will be received up to appointed time on next working day. IRDA may, at its discretion, extend this deadline for submission of bids by amending the bid, in which case all rights and obligations of IRDA and bidder previously subject to the deadline will thereafter be subject to the deadline as extended.

Proposals completed in all respects may be submitted in a sealed cover super scribed as “Tender for AMC of SAP-ARP System” and addressed to “The Senior Joint Director (IT), Insurance Regulatory and Development Authority, 3rd floor, Parisrama Bhavan, Basher Bagh, Hyderabad – 500 004 ”.

Proposals must be submitted physically by dropping in the tender box available at the following address:

Insurance Regulatory and Development Authority,
3rd floor, Parisrama Bhavan,
Basher Bagh, Hyderabad – 500 004



11. LAST DATE & TIME OF SUBMISSION:

Proposals must be submitted on or before 24th March 2014 by 1500 hours (3:00 PM).

IRDA may, under exceptional circumstances and at its sole discretion, extend the deadline for submission of proposals by issuing a notice and this information will be made available in the website (<http://IRDA.gov.in>) and will be binding to all.

12. LATE BIDS

Any bid received by IRDA after the deadline for submission of bid will be summarily rejected and/or returned unopened to the bidder, if bidder desired so, against proper receipt.

13. MODIFICATIONS AND WITHDRAWAL

Bids once submitted will be treated, as final and no further correspondence will be entertained on this. No bid will be modified after the deadline for submission of bids. No bidder shall be allowed to withdraw the bid after the deadline for submission of bids. In case of successful bidder, he will not be allowed to withdraw/back out from the bid commitments. The bid earnest money in such eventuality shall be forfeited and all interests/claims of such bidder shall be deemed as foreclosed.

14. BID OPENING AND EVALUATION

IRDA will open the bids, in the presence of bidder representative who chooses to attend, at the time and date mentioned in Bid document at the address mentioned in Para "Submission of Bids". The bidder representatives who are present shall sign register evidencing their attendance.

Preliminary examination: IRDA will examine the Technical bids to determine whether they are complete, whether required information has been provided as underlined in the bid document, whether the documents have been properly signed and whether bids are generally in order.

The Technical Bids that are generally in order will be evaluated based on the 'Eligibility Criteria' stated in this document. Only those bidder's who satisfy the 'eligibility criteria' will be shortlisted for further stages of bidding process.

Failure to demonstrate to the satisfaction of IRDA on the adherence to the Eligibility criteria and terms/conditions will be treated as not fulfilling all the terms and conditions of RFP and will make the bid liable to be rejected. The decision of IRDA will be final and no correspondence will be entertained in this regard. IRDA reserves the right to reject any and all proposals without assigning any reason. IRDA will scrutinise the offers received to determine whether they are complete as per RFP requirement, whether technical



documentation as asked for and required to evaluate the offer has been submitted and whether the documents have been properly signed. IRDA may, at its discretion, waive any minor non-conformity or any minor irregularity in the offer. This waiver shall be binding on all the Bidders and IRDA reserves the right for such waivers.

IRDA may choose to invite the bidders to discuss and clarify their technical proposal. Any change in the proposal, however, shall not be permissible after the bid submission. IRDA reserves the right to accept or reject any bid or to annul the bidding process and reject all bids at any time prior to the award of contract, without thereby incurring any liability to the affected bidders; without giving any reasons whatsoever.

The commercial bids of only those bidders whose technical bids are in order and complete in all respects, shall be considered

The commercial bid shall be opened in the presence of Bidders' representative, whose bids are considered as responsive as per the technical and other qualification criteria as underlined in the bid document. The intimation of time and place of opening of commercial bids will be informed separately to successful bidder(s) only. Commercial bid with the lowest cost will be given a financial score of 100 and other proposals will be given a financial score that is inversely proportional to their price. **The commercial bid shall be as per the format attached with this document.** Subsequent to the price bid evaluation, the successful Bidder shall be issued a letter of intent as per specified timelines. The bidder shall furnish the performance guarantee as per the attached format within 10 working days of the receipt of the letter of intent. The Authority reserves the right to satisfy itself of the reasonability of the commercial bid in all aspects.

15. CLARIFICATIONS ON BIDDER ENQUIRIES AND IRDA RESPONSES AND CONTACT PERSON

To assist in the examination, evaluation and comparison of bids IRDA may, at its discretion, ask the firm/organization for clarification, presentation, and response in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

A bidder requiring any clarification of the bidding documents may notify IRDA by e-mail to deepakkg@irda.gov.in. IRDA will respond to all such queries by e-mail only. Any questions concerning this RFP must be submitted by e-mail to deepakkg@irda.gov.in on or before the last date for clarifications i.e., 24th March 2014..

Shri Deepak Kumar Gaikwad, Deputy Director(IT), Insurance Regulatory and Development Authority, 3rd floor, Parisrama Bhavanam, Basher Bagh, Hyderabad – 500 004 Phone: 91-40-23381183. Email: deepakkg@irda.gov.in. Similarly, the Bidder should nominate a person as a single point of contact from within its organisation. The name, postal address, e-mail address and contact phone numbers of such person should be mentioned in the proposal. No requests for clarification will be entertained by telephone or in person. If a



bidder discovers any significant ambiguity, error, conflict, discrepancy, omission or other deficiency in this RFP, the bidder should immediately notify to the above official of such error and request modification or clarification of the RFP document, which modification/clarification shall be provided at the sole discretion of IRDA.

16. REJECTION OF A BID

IRDA's decision to reject a bid and forfeit the EMD will be final and without prejudice and will be binding on all parties.

17. IRDA'S RIGHT TO TERMINATE THE PROCESS

The IRDA may terminate the RFP process at any time and without assigning any reason. The IRDA makes no commitments, express or implied, that this process will result in a business transaction with anyone.

This RFP does not constitute an offer by the IRDA. The bidder's participation in this process may result in IRDA selecting the bidder to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by IRDA to execute a contract or to continue negotiations. The IRDA may terminate negotiations at any time without assigning any reason.

18. KEY ACTIVITIES AND DATES

S.No.	Activity	Date
1	Issue of Notification	14 th March 2014
2	Last Date for submission of queries	24 th March 2014
3	Submission of Final Bid/Tender (Technical and Commercial Proposals)	28 th March 2014

19. AWARD OF CONTRACT

The contract will be awarded to the responsible, responsive bidder whose proposal conforms to the RFP and, in the opinion of the IRDA, represents the best value to the proposed AMC work.

The successful bidder shall be invited to do a detailed presentation giving the solution approach covering the following:

- Justification for the commercials quoted with a detailed statement of work.

IRDA reserves the right to negotiate the contract price and to modify the stack where the business or/and Technical requirements can be better met with the modification mutually agreed.

20. IRDA'S RIGHT TO ACCEPT ANY PROPOSAL AND TO REJECT ANY OR ALL PROPOSALS

IRDA reserves the right to accept or reject any proposal, and to annul the tendering process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for IRDA's action.



21. NOTIFICATION OF AWARD

Prior to the expiration of the validity period, IRDA will notify the successful bidder in writing or by fax or email, to be confirmed in writing by letter, that its proposal has been accepted. The notification of award will constitute the formation of the contract. Upon the successful bidder's furnishing of performance bank guarantee, IRDA will notify each unsuccessful bidder.

22. SIGNING OF CONTRACT

The bidder (prime bidder in case of consortium) shall sign the agreement with IRDA, IRDA at the time of award of the contract, within 15 days of the award or within such extended period as may be specified by IRDA. The agreement shall include system & procedure to be adopted by bidder as desired by IRDA. The Firm/organization is also required to enter into a Non Disclosure Agreement with IRDA for confidentiality/secretcy of data/system and processes. IRDA reserves its right to modify any clause of the agreement prior to signing and upon adequate notice to the bidder. Non-fulfillment of this condition of executing a contract by the successful bidder within the specified period would constitute sufficient ground for annulment of the award and forfeiture of Bid Earnest Money.

23. PERFORMANCE BANK GUARANTEE

- The successful bidder shall at his own expense deposit with IRDA, within 7 working days of the date of notice of award of the contract or prior to signing of the contract whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a scheduled bank acceptable to IRDA, payable on demand, for the due performance and fulfilment of the contract by the bidder.
- This shall be for 10% of the contract value for a minimum period of 15 months from the date of start of the contract or earlier termination of the contract, which the firm/organization will have to get extended for the period which IRDA may decide to extend the contract at the discretion of IRDA. Failure of the successful bidder to comply with this requirement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event IRDA may make the award to the next eligible bidder.

24. OTHER TERMS AND CONDITIONS

1. This Agreement will be for a period 12 months from the date hereinabove mentioned unless otherwise renewed by the Parties upon mutual consultation.
2. This AMC would include all the modules mentioned in the SOW and the vendor will have to attend to the configuration issues in addition to the transactional support issues, in the implemented scope of SAP system at IRDA.
3. In this regard, the Vendor shall ensure that appropriately trained Personnel are available to effectively furnish the Services as contemplated under this Agreement.



The Vendor shall be solely responsible for the acts of its Personnel and should expressly agree that, all payments due to its Personnel as a result of rendering Services under this Agreement shall be the Vendor's sole responsibility.

4. The Vendor should agree that he shall provide the Services in a timely and effective manner and deliver the Deliverables to IRDA in accordance with the time schedule specified by IRDA in the work schedule. In the event, the Vendor is unable to provide the Services to IRDA and failed to deliver the Deliverables in accordance with the time schedule, then, the Vendor shall forthwith notify IRDA in writing the reasons for the delay and complete the Services and deliver the Deliverables in accordance with the time schedule specified by IRDA thereafter.
5. To ensure effective support process, VENDOR should offers deliverables under Service Level Agreements (SLA) as agreed with IRDA. VENDOR should monitor performance of SLAs and provides monthly reports to the designated customer representative.
6. VENDOR will submit a report at the end of every month on the support activities executed for the month. The format for the same will decided mutually between IRDA and VENDOR. This report will be basis for VENDOR to submit the invoices for the services of respective months.
7. The reports may include issues related to **Support Availability, Support Response, Support Resolution**
8. The reports provided to the customer can help identify issues related to the following:
 - a. Better tracking of calls to resolution.
 - b. Ability to review outstanding issues.
 - c. Escalation of issues, if necessary
9. Status reports would be submitted at identified intervals during steady state with details like:
 - a. Number of open, closed and back log cases.
 - b. Number of High, Medium and Low Priority cases.
 - c. SLA Adherence statistics.
10. In case of introducing a new functionality as part of Bug Fixing or Localization, VENDOR would develop a Functional Solution Document and train end users and CORE Team's.
11. Vendor shall provide escalation matrix to IRDA along with the contact details of the officials.
12. Vendor shall provide Bank Guarantee for 10% of AMC cost valid during the period of Annual Maintenance.
13. IRDA reserves the rights to alter / modify the priority of the issues as per its requirements.



14. The Vendor is not permitted to subcontract either any part or whole of this Agreement to any Third Party.
15. Vendor shall not divulge any information to which it had access under this agreement. Neither vendor nor any of its authorized personnel shall indulge in unauthorized use of software of IRDA.
16. Vendor shall not publicize this agreement for its sales promotion.

25. PAYMENT TERMS

1. Payment for each quarter shall be made on a claim made by the vendor which shall quote its PAN No. and Service Tax No. in all such claims. Payments will be made on a quarterly basis at the beginning of every quarter. The first quarter payment shall be made on submission of BG and signing of the AMC contract.
2. Along with the Claim Invoice, the Vendor needs to submit the issue logs and Process Documents for the Processes introduced / modified during the quarter, if not submitted as part of monthly reporting structure.
3. Payments will be made for the net amounts after affecting statutory deductions.

26. PENALTY

5% of quarterly AMC payment shall be levied as a penalty for each breach of SLA during that quarter. A maximum penalty of 25% of AMC value for every quarter may be levied based on breaches in achieving the SLAs. The penalty calculated shall be adjusted from the amount payable.



Annual Maintenance of SAP-ERP at IRDA Format for the submission of Final Bid	
Name of IT firm:	
City where Headquarters Located	
Address of the Registered Office	
Name of the Contact Person	
Mobile / Phone No. of the Contact Person	

S.No	Particulars	Fixed Cost in INR (Excluding Taxes)	
1	Application Maintenance and Support		
2	Change Management Cost (for issues requiring more than 100 person hours / 12.5 mandays)	Charges / Man month (incl. tax)	

Note:

- (i) Kindly go through the RFP and also the clarifications issued by IRDA thoroughly before preparing the financial bids*
- (ii) The IT firm selected would require to sign a formal agreement and start the implementation process within 7 working days of receipt of the work order*
- (iv) Amount quoted in each line item should be inclusive of all taxes.*
- (v) Change Management Cost would be valid for a period 2 years*



Addendum to be submitted by the Bidders

- 1 Name of the Bidder (Firm)
- 2 Headquarters
- 3 Establishment Date
- 4 Number of Clients
- 5 Number of SAP Clients
- 6 Number of Technical and Domain consultants
- 7 Number of SAP Certified professionals

HR
FICO
BASIS
ABAP

- 8 Details of TWO SAP Client References

Client-1
Client-2

- 9 Any other information

Declaration : The details mentioned above are true to the best of our knowledge and belief.

Name and Signature of the Contact Person

Name and Signature of the in-charge of the firm.



Format for Performance Guarantee

ON APPROPRIATE STAMP DUTY
FINANCIAL BANK GUARANTEE
[As bid security in lieu of DD/Earnest Money]

To,
The Senior Joint Director (Gen),
Insurance Regulatory and Development Authority,
3rd Floor, Parishrama Bhavan,
BasheerBagh, Hyderabad – 500004

Whereas, Insurance Regulatory and Development Authority, a body corporate constituted under the provisions of the IRDA Act, 1999 having its Central Office at 3rd Floor, Parishrama Bhavan, BasheerBagh, Hyderabad – 500004.; hereinafter called “Authority” which impression includes its successors, assignees and transferees, has floated an RFP dated XXXXXXX for inviting proposals from the competent and eligible vendors/parties for development and implementation of industry wide health fraud analytics solution

AND

Whereas M/s _____ a company registered under the Companies Act, 1956 having its registered office at

_____ which impressions includes its successors, assignees or transferees, hereinafter called “Vendor” or “Implementation Agency”, has responded to RFP by submitting a formal proposal as per the requirement duly detailed in the RFP.

AND WHEREAS one of the material conditions, in the RFP was to provide performance guaranty which is Rs.2,00,000/- in the form of Demand Draft or Financial Guarantee of any scheduled Bank, along with the proposal responding to the RFP.

AND

Whereas the said Vendor has applied & requested us
_____ constituted under
(Name of the Bank) having registered office at

_____ hereinafter called “Guarantor” or “Guarantor Bank”, to provide bid security by way of Financial Bank Guarantee or Bid Guarantee to the Authority in compliance with the terms of the RFP or Tender.

We, the Guarantor Bank, at the request of the “Vendor” and in consideration of the Vendor’s proposal to the Authority, do hereby irrevocably and unconditionally declare, agree and execute this guarantee whereby we shall be bound, obliged and liable to pay the amount and we further undertake and agree to make the payment of the said amount forthwith on the written demand from the Authority, without (i) assigning or insisting for any proof, evidence or document in support of the demand, (ii) requiring the Authority to provide any further documents (iii) raising any dispute whatsoever, (iv) going into the question of validity, propriety or legality of the said demand; or (v) requiring the Authority to invoke any legal remedy that may be available to it, provided any one of the following conditions do occur:-

1. The Vendor has withdrawn its bid during its validity period as duly specified in the Tender/RFP
2. The Vendor fails or refuses to execute formal contract/s after its proposal is accepted by the Authority and such acceptance is duly conveyed to it.
3. The Vendor fails or refuses to provide Performance Guarantee or Security in terms of the Tender/RFP after its proposal is duly accepted. Notwithstanding anything contained hereinabove:-



- a. Our financial liability or obligation under the Guarantee shall not exceed 10% of the total commercial quotation.
- b. The Bank Guarantee shall be valid up to <<date>> (which is two years from the date of expiry of the contract)
- c. We shall be liable to pay the sum assured or any part of it under the Guarantee only and only if the Authority invokes this guarantee and written claim or demand for the guaranteed amount is served upon us on or before <<date>>
4. The material or essential condition of the guarantee is that we shall pay the amount assured under this guarantee unconditionally just on written demand from the Authority on happening of any of the aforesaid conditions.
5. This Guarantee shall not be prejudiced or affected by changes in the constitution of the Guarantor howsoever arising and the Guarantor and its successors shall continue to be liable in terms hereof.
6. This Guarantee is irrevocable and the same shall not be revoked except with the prior written consent of the Authority. This Guarantee will remain in force during the tenure of the Agreement.
7. This Guarantee is without prejudice to and in addition to any other security or securities held or which may be held by the Authority.
8. The giving or granting of time or any extension thereof to the Guarantor or the Vendor or the neglect, commission or forbearance on the part of the Authority in requiring or enforcing payment of any moneys due hereunder or any other variations, modifications or amendments to the RFP or any other writing between the parties shall not in any way prejudice limit, restrict or affect this Guarantee and as between the Guarantor and the Authority. The Guarantor shall be considered the principal debtor and not merely as surety for all the sums hereby guaranteed to be paid and which may become payable by the Guarantor to the Authority under these presents.
9. In case any part of this Guarantee is held, declared or rendered illegal, invalid or inoperative for any reason whatsoever, such holding or declaration shall not in any way affect or prejudice the validity and enforceability of any other part which shall be separable there from.
10. The benefit of this Guarantee shall ensure to the Authority's successors and assigns and shall be irrevocable until discharge by the Guarantor of their obligation as herein provided.
11. The Authority shall be entitled to proceed against the Guarantor without making the Vendor a party to such proceedings.
12. The Guarantor doth hereby specifically waive their rights conferred under Sections 133, 134, 135 and 141 of the Indian Contract Act, 1872.

Date: _____ (Authorised Signatory)

Place: _____ [For and on behalf of the Guarantor Bank]