REQUEST FOR PROPOSAL FOR THE ANNUAL MAINTENANCE OF IRDAI SAP-ERP APPLICATION

Request for proposal (RFP)

for

IRDAI SAP – ERP Solution Annual Technical Support and Maintenance (ATS)

RFP No..... March, 2015



Issued By Insurance Regulatory and Development Authority of India 3rd Floor, Parisrama Bhavan, Basheer Bagh HYDERABAD 500 004 Telangana State (INDIA) Ph: (040) 23381100 Fax: (040) 6682 3334 email: it@irda.gov.in

1. Executive Summary

Introduction

Insurance Regulatory and Development Authority of India (IRDAI) was constituted as an autonomous body to regulate and develop the insurance industry, following the recommendations of the Malhotra Committee report, in 1999. The IRDAI was incorporated as a statutory body in April, 2000. The key objectives of the IRDAI include promotion of competition so as to enhance customer satisfaction through increased consumer choice and lower premiums, while ensuring the financial security of the insurance market.

2. Objective

The Authority has implemented SAP ERP System for its Office Administration and Daily Operations and activities. The Authority desires to award the contract for Annual Maintenance of SAP ERP Application. The Bidder either should be based at HYDERABAD or should be willing to extend support from HYDERABAD. The Bidder / Service Provider should have Support Facility in Hyderabad.

3. SCOPE OF WORK (On Shared Support Model)

The Shared Support and maintenance of SAP Modules implemented at IRDAI as follows. (Detailed Scope in the Annexure)

- Human Capital Management including Payroll.
- Finance and Controlling (FICO)
- SAP Portal
- BASIS
- ABAP

Supporting Technical Resource (Consultants/Technical Resource Persons) - 5 Members Team

- 2-3 Shared Technical Consultants at IRDAI with SAP HCM, FICO, Portal, BASIS and ABAP Skills and 3+ years of Experience with multiple models expertise.
- Team Lead (1) and Manager (1) with relevant domain, experience and technical knowledge.
- Profiles of the Candidate of the Technical Resources (Curriculum Vitae) for evaluation.

4. Term of Reference (TOR) & Service Level Agreement (SLA):

• 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.
- Providing production support to the existing SAP ECC6.0 installation.
- Carrying out Customization/Configuration changes for new requirements / new processes as and when required, without any extra cost, for those Efforts requiring less than 12.5 man days (100 man hours). Efforts requiring more than 12.5 man days (100 man hours) will be considered through Change Request route subject to conditions.
- For New changes / Major Enhancements, the requirement analysis, specification, configuration, customisation, functional clarification, development, testing, implementation and documenting the same etc., forms part of Change Request Management.
- 3 Days Refresher Training the User and Core Team on Quarterly basis.
- 5 Days, 8 hours Support on weekly basis.
- Working days : Monday Friday (using shared support model). Exclusion National Holidays
- Emergency On-Call / On-Site support as and when required.
- Periodical On-Site Support : 2 to 3 days during month-end / year-end.
- Minimum AMS Support hours requirement in a month of 252 hours.

	AMS Shared Support requirement					
S.No	Annual Support & Maitainance	Supporting Hours per Month (Regular Activities + Issue Fixing/Enhancements)	Monthly Requirement (Hours)	No.of Days in Month @ 6 hours / Day		
1	SAP - HCM,FICO	30+40	70	11.67		
2	ABAP , ESS	30+40	70	11.67		
3	BASIS	25+25	50	8.33		
4	Enhancements ,Consulting, Change Request,Trainings, Documentation etc		50	8.33		

	Link Availability(Quarterly	
S.No.	basis)	Penalty
1	100% to 99.5%	NIL
		5% of quarterly lease
2	Below 99.5%-Up to 98.5%	charges
		10% of quarterly lease
3	Below 98.5%-Upto 97%	charges
		20% of quarterly lease
4	Below 97% -Up to 95%	charges
		30% of quarterly lease
5	Below 95%	charges

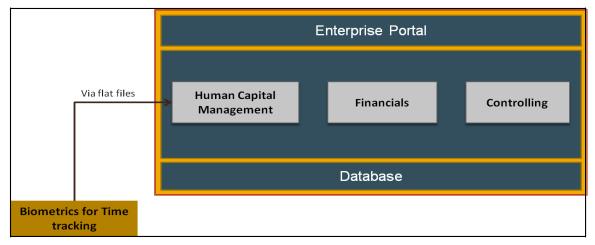
During warranty & AMC period, penalty is as follows:

Below 90 % of SLA in a quarter not acceptable and may lead to termination of the contract with higher penalty or the final decision may be taken by IRDAI.

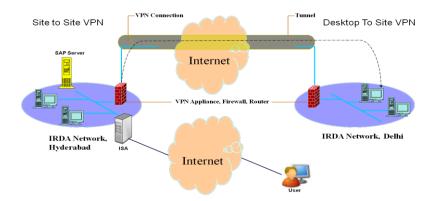
5. IRDAI SAP-ERP" SOLUTION LANDSCAPE

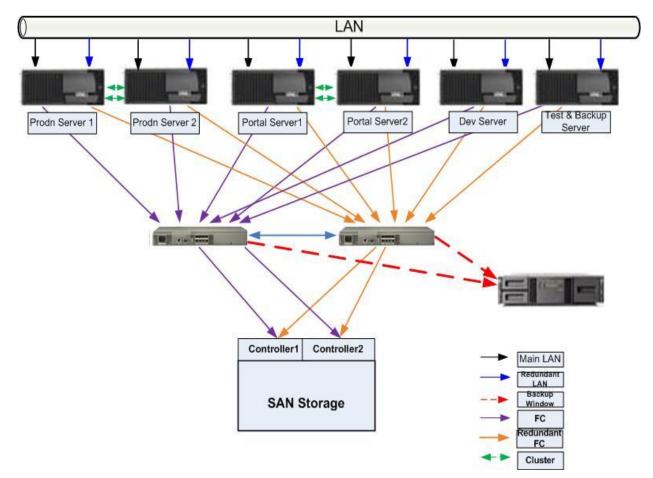
The solution landscape in place for SAP-ERP is as follows:

A) ERP SOLUTION ARCHITECTURE



B) SECURITY ARCHITECTURE





C) IRDAI ERP INFRASTRUCTURE LANDSCAPE WITH HIGH AVAILABILITY

DATABASE: Oracle 11 g

Server (6), Operating System, Oracle 11g, SAP Licenses, SAN Storage, Backup Software etc.

6. 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 the assigned 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. However, the responsibility of obtaining the sign-off (issue closure) report from the user lies with the Vendor. IRDAI Project Manager will only help coordinating between the User and the Vendor for signoff reports in case there is a stand-off.

7. 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

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

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%

EXPECTED SERVICE LEVELS FOR RESOLVING THE ISSUES

8. 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
- 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. 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.

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. Sub vendor ship for the AMS is not allowed.

Changes that require more than 12.5 man days / 100 man hours shall undergo change management process through the agreed effort estimation template. Vendor shall submit the effort estimation template (to be followed by the bidder during change management process) as a part of their technical bid. All Change Requests would be first absorbed from the unused man hours for that quarter. Change Requests remained, if any, after the said absorption, only will be considered for additional payment.

9. 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.

10. 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.
- List of Clients for whom similar service is being rendered should be provided.
- 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 2014-15 and for the preceding 3 years shall be submitted along with their technical proposal. The proofs should be in the form of Income Tax Returns / Certificate from a qualified Charted Accountant.
- Should be a SAP Certified Implementation Partner for Implementations in India. Proof for SAP Certified Implementation / Application Management Services 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.

- Vendor should follow ITIL / ITSM compliant SOP processes for SAP Support.
- The past satisfactory performance of the Vendor in providing similar services would be one of the deciding factors for Technical Short Listing.
- The Bidder should not have been blacklisted by any of the Government or PSU's in India or abroad. A formal declaration to this effect should be attached as part of the Bidding Document.

11. 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 favoring: ""Insurance Regulatory and Development Authority of India" 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

12. 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 of India, 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 of India, 3rd floor, Parisrama Bhavan, Basher Bagh, Hyderabad – 500 004

13. LAST DATE & TIME OF SUBMISSION:

Proposals must be submitted on or before 30th March 2015 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.

14.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.

15. 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.

16. 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 IRDAI 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 IRDAI will be final and no correspondence will be entertained in this regard. IRDAI reserves the right to reject any and all proposals without assigning any reason. IRDAI will scrutinize 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 who 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.

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

To assist in the examination, evaluation and comparison of bids IRDAI 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 <u>deepakkg@irda.gov.in</u>. IRDA will respond to all such queries by e-mail only. Any questions concerning this RFP must be submitted by e-mail to <u>deepakkg@irda.gov.in</u> 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 of India, 3rd floor, Parisrama Bhavanam, Basher Bagh, Hyderabad – 500 004 Phone:

91-40-23381183. Email: <u>deepakkg@irda.gov.in</u>. 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 IRDAI.

18. REJECTION OF A BID

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

19. IRDAI HAS RIGHT TO TERMINATE THE PROCESS

The IRDAI may terminate the RFP process at any time and without assigning any reason. The IRDAI 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 IRDAI. The bidder's participation in this process may result in IRDAI 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 IRDAI to execute a contract or to continue negotiations. The IRDAI may terminate negotiations at any time without assigning any reason.

20. KEY ACTIVITIES AND DATES

S.No.	Activity	Date
1	Issue of Notification	14 th March 2015
2	Last Date for submission of queries	24 th March 2015
3	Submission of Final Bid/Tender (Technical and	30 th March 2015
	Commercial Proposals)	

21. 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.

22. 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.

23. 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.

24. 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/secrecy 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.

25. 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.

26. 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 IRDAI in accordance with the time schedule specified by IRDAI in the work schedule. In the event, the Vendor is unable to provide the Services to IRDAI and failed to deliver the Deliverables in accordance with the time schedule, then, the Vendor shall forthwith notify IRDAI in writing the reasons for the delay and complete the Services and deliver the Deliverables in accordance with the time schedule specified by IRDAI thereafter.
- To ensure effective support process, VENDOR should offers deliverables under Service Level Agreements (SLA) as agreed with IRDAI. 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 IRDAI 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:
 - Better tracking of calls to resolution.
 - Ability to review outstanding issues.
 - 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 Teams.
- 11. Vendor shall provide escalation matrix to IRDAI 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. IRDAI 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 IRDAI.
- 16. Vendor shall not publicize this agreement for its sales promotion.

27. PAYMENT TERMS

- Payment for each quarter shall be made on submission of the Quarterly Invoice 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 and the payment process for a completed quarter will be initiated at the beginning of next quarter, subject to other conditions. The first quarter payment shall be made on submission of BG and singing 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.

28. 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.

Annexure- A

Detailed Scope for the Annual Technical Support

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) B a n k Accounting
 - d) Accounts Receivable
 - e) Accounts Payable
 - f) Asset Accounting
 - g) Cash Management

II) Controlling (CO)

- a) Cost Centre Accounting
- b) Financial Statements

3. SAP Portal

- I) Employee Self Service (ESS)
- II) Manager Self Service (MSS)

4. SAP BASIS Support and Maintenance:

Hardware and Database Administration.

- · Hardware upgrades adding memory or servers or devices
- Database backup and recovery
- Database optimization
- Disaster Recovery
- Technical Administration for Production, QA and Development systems

Some of the responsibilities of Basis personnel include the maintenance and upkeep of the hardware and database as other typical system administrators do. Typically, sizing, upgrading, backup and recovering are some of the issues that are dealt with.

Users and Security Administration.

- Create users and assign profiles
- Modify, lock and unlock users
- Develop authorizations and profiles

Client Maintenance.

- Create clients
- Copy and refresh clients
- Client imports and exports
- Delete and remove clients
- Modify change options
- Client maintenance involves the creating of clients and running client copies and refreshes.
- Client exports and imports occurs when you wish to take a client from one system and move it to another. Exports make a file at the operating system level, which can then be imported into the target system.
- When clients are obsolete, they must be deleted in order to be more efficient with memory.

Correction and Transport Systems (CTS)

• Moving changes from one R/3 system to another

Online Service System (OSS)

- OSS is a set of SAP's online services such as bug fixes and useful implementation information
- OSS Notes
- Hotpacks
- Remote Connections
- Send questions to SAP
- ABAP registration

OSS is SAP's online service system, which contains known problem, bug fixes, and news. It's a great source of information to find answers to your problems, and even affords you the opportunity to send SAP questions that have stumped you. OSS also plays a role in ABAP development, as all ABAP programmers must be registered through OSS.

Performance Monitoring and Tuning.

- Check database usage and storage capabilities
- Dialog response time
- Investigate ABAP short dumps
- Optimize performance characteristics

Computer Center Management System (CCMS)

- Manages the entire system database, application, operating system
- Collection of tools and utilities which allow you to monitor and manage the R/3 system
- Allows monitoring of multiple R/3 systems
- Comes FREE with each SAP system
- Starting and stopping instances
- Monitoring and analyzing workload
- Alert capabilities
- Operation modes and work process automatic reconfiguration
- Instance profile checking and maintenance
- Logon load balancing

- Coordination with Hardware AMC provider.
- Maintenance of Data Dictionary.
- Creating and Maintaining the Issue Tracker.

5. ABAP. (Code Development / Cleansing as a result of Bug Fixing and/or Enhancements)

ABAP support work includes debugging of existing ABAP programs, creating and changing layouts, subscripts, reports, user exits, programs, functionality enhancements / interfacing programs, conversion programs.

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Annual Maintenance of SAP-ERP at IRDAI

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	Charges / Man month	
	requiring more than 100 person hours /	(incl. tax)	
	12.5 mandays)		

Note:

(i) Kindly go through the RFP and also the clarifications issued by IRDAI 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 and on-site support travel costs.

v) Change Management Cost would be valid for a period 2 years

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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 THREE SAP Client References	
		Client-1
		Client-2
		Client-3

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 of the firm.

Name and Signature of the in-charge

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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 of India,

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 XXXXXX 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

(Name of the Bank) having registered office at

_____ constituted under

____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

INSURANCE REGULATORY AND DEVELOPMENT AUTHORITY of INDIA



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