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**INSURANCE REGULATORY AND DEVELOPMENT AUTHORITY OF INDIA (IRDAI)**

**Invitation**

**OF**

**REQUEST FOR PROPOSAL**

**FOR**

**IRDAI SAP ERP AMC and FIORI Implementation Services**

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**(RFP Ref. No.: IRDAI/ADMN/TNDR/314/12/2021)**

**Date: 31-Dec-2021**

Issued by

**Insurance Regulatory and Development Authority of India**

Sy No. 115/1, Financial District, Nanakramguda, Gachibowli,

Hyderabad, Telangana 500032

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**TABLE OF CONTENTS**

Volume I – Bidding Terms and Conditions .....	6
1. Schedule.....	8
2. List of Abbreviation .....	9
3. Introduction.....	10
4. Instructions to the Bidders .....	10
4.1. Selection of Bidder .....	10
4.2. Technical bid .....	11
4.3. Commercial bid.....	11
4.4. Tender Validity.....	11
4.5. Due Diligence .....	12
4.6. Eligibility Criteria .....	12
4.7. Other terms.....	15
4.8. Clarification on bidding documents.....	15
4.9. Pre-bid meeting: .....	15
4.10. Preparation of Proposal .....	16
4.11. Amendments to the RFP .....	16
4.12. Formats and submission of bids .....	16
4.13. Technical bid .....	17
4.14. Commercial bid.....	17
4.15. Submission of bids in response to the RFP .....	19
5. Bid evaluation process.....	19
5.1. Various stages of Technical bid evaluation.....	19
5.2. Technical Evaluation .....	20
5.3. Technical Evaluation Criteria Table - A .....	22
5.4. Format for Technical Proposal & Presentation .....	22
5.5. Technical score .....	19

5.6.	Bidder shortlist and process .....	23
6.	Language of bid.....	23
7.	Bid Scope .....	23
8.	Earnest money deposit (EMD).....	23
9.	Bid validity .....	23
10.	Cost of Bidding .....	24
11.	Disqualifications.....	24
12.	Rights to Terminate the Process: .....	24
	Form – 1: Eligibility Criteria .....	25
	Form – 2: Application for Bid.....	29
	Form – 3: Structure of Technical Proposal.....	30
	Form – 4: Statement of Nil Deviation .....	31
	Form – 5: Bidders Information Sheet .....	32
	Form-6: Bid-Security Declaration Form.....	33
	Form – 7: Technical Bid Submission Checklist .....	34
	Volume II-Functional, Technical and Operational Specifications .....	35
1.	Objective of this RFP .....	36
2.	SCOPE OF WORK (On Shared Support Model).....	36
3.	Supporting Technical Resource.....	37
4.	Terms of Reference (ToR) & Service Level Criteria (SLC) .....	37
5.	IRDAI SAP-ERP SOLUTION LANDSCAPE .....	39
6.	Inputs from IRDAI .....	40
7.	Support Processes and Ticket Flow .....	40
8.	Penalty.....	42
1.1.	Service Level Criteria (SLC) .....	42
1.2.	Charges/Penalty for non-availability of services: .....	43
9.	Deliverables.....	43
10.	Other Terms & Conditions .....	44

11.	Project Delivery Schedule.....	46
12.	Uptime.....	47
13.	Annexure 1- Detailed Scope of Work .....	47
	Volume III – Contractual and Legal specifications.....	52
1.	Contractual and Legal specifications .....	53
1.1	Acceptance of Order.....	53
1.2	Contract/Agreement .....	53
1.3	Tenure of the Contract.....	54
1.4	Performance Bank Guarantee (PBG) and format.....	54
1.5	Payment Terms .....	54
1.6	Project Governance.....	55
1.7	Escalation Matrix/Contact call tree .....	56
1.8	Information Ownership.....	56
1.9	Price .....	56
1.10	Taxes.....	57
1.11	Confidentiality .....	57
1.12	Non-Disclosure Agreement (NDA).....	58
1.13	Use of Contract Document and Information.....	58
1.14	Security Audit Requirements .....	58
1.15	Performance review.....	58
1.16	Assignment.....	58
1.17	Dispute Resolution .....	58
1.18	Arbitration .....	59
1.19	Applicable law.....	59
1.20	Force majeure .....	59
1.21	Limitation of Liability .....	60
1.22	Risk and cost.....	60
1.23	Indemnification .....	60

1.24	Liquidated Damages.....	61
1.25	Termination.....	62
1.26	Exit Management and Transition at the end of contract period.....	63
1.27	Disaster Recovery Site .....	64
1.28	Other.....	64
	Annexure-2 – PBG (PERFORMANCE BANK GUARANTEE) Format.....	65
	Annexure 3 - NDA (Non - Disclosure Agreement) Format .....	69



## **Volume I – Bidding Terms and Conditions**

**INSURANCE REGULATORY AND DEVELOPMENT AUTHORITY OF INDIA**

**Sy No. 115/1, Financial District,  
Nanakramguda, Hyderabad – 500032**

**REQUEST FOR PROPOSAL****FOR SAP ERP AMC & FIORI Implementation Services**

IRDAI has implemented SAP ERP System for its day to day activities and operations since the year 2011. IRDAI desires to award the contract for Annual Maintenance of SAP ERP Application along with development cum implementation of Fiori, Initially for a period of Three (3) years extendable up to Two more years, year on year basis as per the IRDAI requirement and performance of the bidder. Hence, On-line bids (Technical and Commercial Bid) are invited from the Implementing Agencies (IAs)/ firms / organizations (“Bidders”). The Bidder either should be based at HYDERABAD/ willing to extend support from HYDERABAD.

The detailed bidding document etc. can be viewed / downloaded from the Central Public Procurement Portal website <https://eprocure.gov.in>. Bidders are required to upload and submit their e-bid on Central Public Procurement Portal only. All amendments, time extension, clarifications, etc., will be uploaded on the Central Public Procurement Portal website <https://eprocure.gov.in> only. Bidders should regularly visit website to keep themselves updated.

## 1. Schedule

*Note: The dates mentioned below are tentative and may change, subsequently. Any change in the schedule will be notified on the website.*

S. No	Activity	Date
1.	Publishing of Tender Document	31-12-2021
2.	Document Download Date	31-12-2021
3.	Queries submission Start Date	01-01-2022 2:00 pm
4.	Queries submission End Date	05-01-2022 2:00 pm
5.	Uploading of replies to pre-bid queries	10-01-2022
6.	<b>Start date for submission of bids (Technical &amp; Commercial)</b>	15-01-2022 10:00 Am
7.	Last date for submission of bids (Technical & Commercial)	20-01-2022 10:00 am
8.	Opening of Technical bids	21-01-2022 10:00 am
9.	Technical Presentations	will be intimated later
10.	Shortlisting of Technically qualified bidders	will be intimated later
11.	Opening of Commercial bids of technically qualified bidders and selection of service provider	will be intimated later



## 2. List of Abbreviation

Abbreviation	Detail
ABAP	Advanced Business Application Programming
AMC	Annual Maintenance Cost
BASIS	Business Application Software Integrated Solution
CPP Portal	Centralized Public Procurement Portal
DR	Disaster Recovery
ECC	ERP Central Component
EMD	Earnest Money Deposit
EP	Enterprise Portal
ERP	Enterprise Resource Planning
ESS	Employee Self Service
FICO	Finance & Controlling
HCM	Human Capital Management
IA	Implementing Agency
IRDAI	Insurance Regulatory and Development Authority of India
MIS	Management Information System
NDA	Non-Disclosure Agreement
NIT	Notice Inviting Tender
PBG	Performance Bank Guarantee
PO	Purchase Order
RFP	Request for Proposal
SAP	Systems, Applications, Products in data processing
SLC	Service Level Criteria
SLA	Service Level Agreement
SOLMAN	SAP Solution Manager
SOW	Scope of Work
UAT	User Acceptance test

### 3. Introduction

**Insurance Regulatory and Development Authority of India (IRDAI)** is established under the Insurance Regulatory and Development Authority Act, 1999 to protect the interest of holders of Insurance policies, and to regulate, promote and ensure orderly growth of the Insurance Industry. **Insurance Regulatory and Development Authority of India**, hereinafter called “**IRDAI**” which term or expression unless excluded by or repugnant to the context or the meaning thereof, shall be deemed to include its successors and permitted assigns, issues this bid document, hereinafter called Request for Proposal for IRDAI SAP ERP AMC & FIORI Implementation Services.

### 4. Instructions to the Bidders

#### 4.1. Selection of Bidder

Implementing Agencies (IAs)/ firms / organizations (“Bidders”) having proven expertise can quote for this tender:

Bidders having proven expertise and experience of satisfactory operations of SAP ERP Management and should be able to take over the operations from the current service provider, development of Fiori modules acceptance and Go-live, followed by support for a period of three (3) years extendable up to Two more years, year on year basis as per the IRDAI requirement and performance of the bidder.

Bidders are advised to study the Tender Document carefully. Submission of the Bid shall be deemed to have been done after careful study and examination of all instructions, forms, terms and conditions, requirements, specifications etc. in the tender document with full understanding of its implications. Bids not complying with all the given clauses in this tender document are liable to be rejected. Failure to furnish all information required in the tender document will be at the bidder’s risk and may result in the rejection of the bid.

#### **The process of tendering would be as follows:**

The bidding process would be in **single stage**. Bidders have to submit the Technical and commercial bids in one stage. Eligibility of the bid/bidders will be evaluated as a first step. The eligible bidders will be required to make technical presentation and their technical bid and presentation would be evaluated by the Technical Evaluation Committee formed for this purpose. Commercial Bids of only Technically qualified bidders will be opened and

the overall L1 (lowest) bid would be identified as the successful bidder/implementing agency. The bids are to be submitted online in the CPP Portal. Bidders shall upload both the Technical and Commercial Bid online in CPP Portal.

#### **4.2. Technical bid**

The bidders will be required to submit their technical bid in the mentioned forms and also make technical presentation which will be evaluated by the Technical Committee formed for this purpose.

#### **4.3. Commercial bid**

Commercial bids of only technically qualified bidders will be opened and overall L1 (lowest) bid will be identified as successful bidder/Implementing Agency.

#### **4.4. Tender Validity**

- The offer submitted by the Bidders should be valid for minimum period of 180 days from the last date of submission of Commercial bid.
- The last date of submission of Bid is as mentioned in the Schedule.
- At any time before the submission of proposal, IRDAI may, for any reason, whether at its own initiative or in response to a clarification requested by the service provider, carry out amendment(s) to this RFP document. The amendment will be made available on IRDAI website ([www.irdai.gov.in](http://www.irdai.gov.in)) as well as Central public procurement portal and will be binding on bidders. IRDAI may at its discretion extend the deadline for the submission of proposals.
- A pre-bid meeting (if necessary) may be convened by IRDAI as mentioned in the 'Schedule'. The purpose of this meeting will be to clarify the requirements as envisaged by the IRDAI and to address the queries of the bidders.
- The functional and technical requirements of the proposed system have been made available in this document. Any other available information, to the extent possible, will be provided to the bidders to facilitate their Technical presentation.
- Applications/ Bids that are incomplete in any respect or those that are not consistent with the requirements as specified in this document or those that do not adhere to formats,

wherever specified, may be considered non-responsive and is liable for rejection and no further correspondence will be entertained with such bidders.

- Canvassing in any form would disqualify the bidder.

#### 4.5. Due Diligence

Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the bidding documents. Failure to furnish all information as required or to submit a Bid not substantially responsive to the bidding documents in every respect will be at the Bidders risk and may result in rejection of the Bid.

#### 4.6. Eligibility Criteria

#	Eligibility Criteria Requirements	Supporting Document
1	Implementing Agencies (IAs)/ firms / organizations (“Bidders”) bidding for this RFP shall be an Indian Company registered under the Companies Act 2013 and engaged in the business of providing software and technology related services and provides technical support services and should have valid GST Registration.	Proof of registration (ROC) & GST Registration proof.
2	The bidder should have provided AMC services for SAP Systems in the past 5 years. The Bidder shall submit the copy of the certificates obtained from three of their current / past clients regarding satisfactory AMC support provided to them. <b>The Bidder should have implemented and maintained at least 1 FIORI based ERP implementation out of the 3 client references.</b>	The proofs should be in the form of:  PO & Invoice  OR Work Completion Certificate from client. <b>Note:</b> Work Completion Certificate can be in form of a Letter / Email from client confirming the points.

3	<p>Bidder should produce evidence of having experience of successfully completed similar works as defined hereunder in the last five years:</p> <p>One similar completed work costing not less than the amount equal to Rs. 50 Lacs.</p> <p>Two similar completed works each costing not less than the amount equal to Rs.25 Lacs. OR</p> <p>Three similar completed works each costing not less than the amount equal to Rs. 20 Lacs.</p> <p>(Similar completed works indicates the bidder should have implemented SAP ECC 6.0 EHP 8 ERP system and should be a Service provider for supporting the SAP ECC 6.0 EHP 8 ERP system, ESS &amp; MSS, etc.)</p>	<p>The proofs should be in the form of PO &amp; Invoice</p> <p>OR</p> <p>Work Completion Certificate from client.</p> <p><b>Note:</b> Work Completion Certificate can be in form of a Letter / Email from client confirming the points.</p>
4	<p>The Bidder should have a minimum annual turnover of INR Eight Crores per annum for the past 3 financial year.</p>	<p>Audited Financial Statements for 2018-19, 2019-20 and 2020-21</p> <p>In cases where audited financial statement for FY 2020-21 is not available, the FY -2017-18 may be included.</p> <p><b>OR</b></p> <p>Certificate from the authorized chartered accountant</p>
5	<p>Bidder should be a SAP Certified Implementation Partner for Implementations in India.</p>	<p>Proof for SAP Certified Implementation / Application Management Services Partner shall be</p>

		submitted along with the technical document.
6	<p>The Bidder should provide 5 Members team towards Supporting Technical Resource (Consultants/Technical Resource Persons) for AMC.</p> <ul style="list-style-type: none"> <li>• 2-3 Shared Technical Consultants for IRDAI with SAP – HCM, FICO, Portal, BASIS and ABAP Skills and 3-5 years of experience with multiple modules expertise</li> <li>• Team Lead (1) / Manager (1) with relevant domain, experience and technical knowledge.</li> <li>• Profiles of the Candidate of the Named Technical Resources (Profile) for evaluation.</li> </ul> <p>For FIORI Implementation, bidder is free to propose the required team size.</p>	CVs of the proposed resources to be deployed for the project.
7	The bidder should not have been blacklisted by any Government (State/Central) or PSU enterprise in India as on the date of the RFP.	An Undertaking by the Authorized Signatory on the letter head of the Bidder.
8	The Bidder either should be based at Hyderabad or willing to extend support from Hyderabad.	Self-Declaration certified by authorized signatory with Office address mentioned for the office(s) in Hyderabad. or stating willingness to extend support from Hyderabad. .
9	Consortium way of bidding and subcontracting	A Self-Declaration signed by authorized signatory stating that the bidder is not bidding in consortium and will not subcontract.

#### 4.7. Other terms

- A Board Resolution OR Power of Attorney (POA) in the name of the person executing the bid, authorizing the signatory to represent the Bidder. Copy of the Board's resolution or POA should be submitted along with Technical Bid.

#### 4.8. Clarification on bidding documents

Bidders requiring any clarifications/queries on the Bidding Documents may send their queries by email at the following mailing addresses:

To: **administration@irdai.gov.in**, **v.chitra@irdai.gov.in** , TEL: 040-20204353, on or before last date of pre-bid queries, as mentioned in the 'Schedule'. The queries should necessarily be submitted in the **following format only, queries in any other format is not acceptable:**

S. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Clarification Required
1.			
2.			
3.			

#### 4.9. Pre-bid meeting:

The Bidder or his authorized representatives may be invited to attend pre-bid meeting (if necessary) in virtual mode.

The pre-bid meeting for the bidders will be held if necessary as per the 'Schedule'. The purpose of the meeting will be to clarify any issues regarding the Bidding Documents in general and the scope of Work in particular. IRDAI may formally respond to the pre-Bid queries after the pre-Bid meeting as mentioned in the Schedule.

The Bidders will have to ensure that all their queries are submitted in one consolidated mail in a single spreadsheet as per the format mentioned below, latest by the Date & Time mentioned in the Activity Schedule.

Clarifications, if any, regarding the terms & conditions of this RFP, any error, omission or discrepancy found in this RFP document, have to be obtained by the bidder latest by the date & time mentioned in the Schedule. Thereafter, no representations/ queries will be entertained in this regard. Later on, if any issue(s) arise(s), IRDAI will consider the matter on merits and decide the same, prior to opening of commercial bids.

Any requests for clarifications received after the indicated date and time may not be entertained by IRDAI.

IRDAI does not undertake to answer all the queries that have been posted by the Bidders. Any modifications of the Bidding Documents, which may become necessary as a result of the Pre-Bid Meeting, shall be made by the IRDAI exclusively through an amendment/corrigendum. Non-attendance at the Pre-Bid Meeting will not be a cause for disqualification of a Bidder. Any such corrigendum/ clarification/ modification issued shall be deemed to be incorporated into this RFP.

In order to provide prospective bidders reasonable time for taking the clarifications into account, IRDAI may, at any time prior to the last date of bid submission, extend the date for the submission of Bids.

Any effort of the Bidder to influence IRDAI in its decision in respect of evaluation of the Bid or award of the contract shall result in the rejection of the Bid.

#### **4.10. Preparation of Proposal**

The Bidder is expected to carefully examine all the instructions, guidelines, terms, conditions, and formats of the RFP. The bidder should furnish all the necessary information as required by the RFP in the desired formats, as only the information received in the desired formats will be evaluated. Submission of a proposal not substantially responsive to all the requirements of the RFP shall be at Bidder's own risk and is liable for rejection.

#### **4.11. Amendments to the RFP**

At any time prior to the deadline for submission of bids, IRDAI may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, amend the bidding documents. The amendment will be notified in Central public procurement portal and will be binding on all Bidders.

#### **4.12. Formats and submission of bids**

The bidding process will be in Single stage. Technical Bid and Commercial Bid are to be submitted in the online CPP Portal as mentioned in '**Selection of Bidder**'.



#### 4.13. Technical bid

The **Technical Bid** shall contain the following forms:

1.	Authorized Person for Bidding	A Board Resolution or Power of Attorney in the name of the person executing the bid, authorizing the signatory to represent the Bidder. Copy of the Board's resolution or POA should be submitted along with technical bid.
2.	Eligibility Criteria – Form 1	Signed copy of the Form-1 confirming Eligibility Criteria along with the supporting documents page numbers in the technical bid document.
3.	EMD (Bid Security Declaration Form -6)	In lieu of EMD, the bidder shall submit the duly filled, signed and sealed Bid Security Declaration form available as Form - 6.
4.	Form 2	Application for management of SAP ERP Solution ATS & FIORI Implementation
5.	Form 3	Technical Proposal in the defined structure
6.	Form 4	Statement of NIL Deviation
7.	Form 5	Bidders Information Sheet

- The entire bid proposal document should be digitally signed by the Authorised Signatory.
- The bidder shall enclose the required supporting document wherever necessary in Technical Bid.

#### 4.14. Commercial bid

Commercial bid (BoQ) shall be submitted online in CPP Portal only in the format available there.

**Commercial Bid Evaluation Considerations:**

- a) Only fixed price commercial bids indicating total price, as specified in BoQ for all the services specified in this bid document will be considered.
- b) The bidder shall quote the price as per specified format for the entire project on a single responsibility basis. The price shall be quoted entirely in Indian Rupees and taxes will be paid on actual basis. The price shall be written both in figures & words in the prescribed offer form.
- c) **No line items in Commercial Bid shall be submitted as zero.** Prices of different line items should not be clubbed under one-line item.
- d) Commercial Bid of only technically qualified bidders shall be opened for evaluation.
- e) For all the quoted prices and the numbers used during the process defined above, only two digits after decimal will be considered for calculation purposes and the same will be subject to standard rounding rules.
- f) The prices, once offered, must remain fixed and must not be subject to escalation for any reason whatsoever within the period of contract. A bid submitted with an adjustable price quotation or incomplete or conditional bid may be rejected as non-responsive.
- g) Any change in tax upward/downward as a result of any statutory variation in tax taking place within contract terms shall be allowed to the extent of actual quantum of Tax paid by the Bidder. In case of downward revision in tax, the Bidder shall reimburse the actual quantum of reduction of tax to IRDAI.
- h) Errors & Rectification: Arithmetical errors will be rectified on the following basis:
  - If, in the price structure quoted by a bidder, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly.
  - If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected; and

- If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail,
- If, as per the judgment of IRDAI, there is any such arithmetical discrepancy in a bid, the same will be suitably conveyed to the bidder by post or e-mail. If the bidder does not agree to the observation of IRDAI, the bid is liable to be ignored.

#### **4.15. Submission of bids in response to the RFP**

The bids shall be submitted online only at Central Public Procurement Portal (CPP Portal) Website <https://eprocure.gov.in/eprocure/app>. Manual Bids will not be accepted.

Bids should be submitted as per the due dates as mentioned in 'Schedule'.

Commercial bid shall be as per point no: 4.14 above.

## **5. Bid evaluation process**

### **5.1. Various stages of Technical bid evaluation**

- a) Evaluation of Eligibility criteria
- b) Evaluation of technical proposals of Bidders whose bids are found to be eligible, based on evaluation criteria mentioned in the table above.
- c) Presentation-cum-Interaction.
- d) Arriving at the final score on technical presentation.

Based on the above mentioned criteria, the decision of the Technical Evaluation Committee in short listing the bidders would be final and binding to all the bidders.

### **5.2. Technical Evaluation**

The Technical Bids will be first evaluated based on the 'Eligibility Criteria' stated in this document. Only those bidders who satisfy the 'eligibility criteria' shall be shortlisted for further evaluation process.

Technical Bids to the RFP would be evaluated on the technical criteria set below by assigning the relevant scoring on each of the technical parameters. Technical bids shall be opened and evaluated for acceptability of the techno-functional requirements, deviations and other technical suitability. The Bidders shall respond to the requirements as per the Forms and Data template requested in this document. The bidders will be required to present their proposal to the Technical Committee formed by IRDAI.

### 5.3. Technical Evaluation Criteria Table - A

S. No	Criteria	Range of Marks	Maximum marks	Minimum qualifying marks required	Supporting Document
1	Bidders Experience - Client References of SAP ERP Modules implementation/ similar work implementation including FIORI Implementation	> 3 Clients - 15 Marks for 3 client references and 1 mark for every additional client reference subject to max of 20 marks	<b>20</b>	<b>15</b>	Work Completion Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor)

		3 Clients – 15 Marks			<b>Note</b> : Work Completion Certificate can be in form of a Letter / Email from client confirming the points.
<b>2</b>	Named Technical Profiles in all the given Modules (minimum 5 profiles to be submitted)	<p>5 Profiles with &gt;= 5 years of work experience in SAP – 10 marks</p> <p>3 Profiles with &gt;=5 years of work experience in SAP – 7 marks</p> <p>2 Profiles with &gt;=5 years of work experience in SAP – 5 marks</p>	<b>10</b>	<b>5</b>	Relevant Document
<b>3</b>	<p>Completeness of Technical Proposal</p> <p>1. Project implementation methodology</p> <p>2. Quality Assurance Mechanism, Team Structure and</p>	Each heading carries 10 marks – total 40 marks	<b>40</b>	<b>35</b>	Technical Proposal

	Project Governance Structure 3. SLA measurement & monitoring during AMC 4. Effort Estimation Methodology				
4	<b>Technical Presentation</b>		<b>30</b>	<b>20</b>	Technical Presentation
	<b>Grand Total</b>		<b>100 Marks</b>	<b>75 Marks</b>	

#### 5.4. Format for Technical Proposal & Presentation

Bidders shall be invited to give brief presentation on Technical Proposal in line with the format prescribed in [Form – 3 : Structure Of Technical Proposal](#) to the IRDAI's Technical Evaluation Committee (hereinafter referred to as TEC) for evaluation. The bidders are advised to be ready to present on a notice of one day. The travel and lodging arrangements and expenses in this regard will have to be borne by the bidder themselves. The bidder is also expected to address any additional questions by IRDAI's TEC.

If Bidders are unclear or uncertain as to the scope of any item, they shall seek clarification during pre-bid meeting in accordance with the Bidding process.

#### 5.5. Technical score

Total score of each bidding party shall be determined based on their total technical score. A **minimum score of 75 marks** shall be required to qualify in Technical Bid. **A bidder has to score minimum qualifying marks as mentioned in each of the sections.** A maximum of 100 marks can be allocated for the technical bid with **overall 75 marks** being the qualifying score. IRDAI may choose to invite the bidders to discuss and clarify their technical proposal.

In case, there is only one bidder having **technical score of 75 or more**, IRDAI may, at its discretion, also consider the next two highest technical scorers with minimum score of 70.

In case, no Bidder is having technical score of 75 or more, IRDAI may, at its discretion, qualify maximum of 3 top scoring Bidders with minimum score of 70 in technical evaluation and compute the score as per the evaluation criteria.

#### **5.6. Bidder shortlist and process**

Subsequent to the commercial bid evaluation, the successful L1 bidder shall be issued a Letter of Acceptance (LOA) / Purchase Order (PO). The successful bidder has to furnish the duly signed contract/agreement along with the Performance Bank Guarantee (PBG) for IRDAI's counter signature within 21 days from the receipt of LOA/PO.

### **6. Language of bid**

The bid prepared by the Bidder and all correspondence and documents related to the bid exchanged by the Bidder and the IRDAI shall be written in English language.

### **7. Bid Scope**

Bidders shall submit their technical proposal for the entire services on a “**Single responsibility**” basis such that the proposal covers all the Bidders obligations mentioned in or to be reasonably inferred from the bidding documents in respect of providing the product / services. This includes all requirements under the Bidders responsibilities for successful delivery of IRDAI SAP ERP Solution ATS & FIORI Implementation as per scope of work and, where so required by the bidding documents, the acquisition of all permits, approvals and licenses etc.; and such other items and services as may be specified in the bidding documents, all in accordance with the requirements of the General Conditions of Contract and the Forms and Data templates. The duration of contract is for the initial period of Three Years which is further extendable for the period of Two Years on year on year basis.

### **8. Earnest money deposit (EMD)**

In lieu of EMD, the bidders shall submit the “**Form - 6 Bid Security Declaration form**” as part of technical bid signed and sealed by the authorized signatory.

### **9. Bid validity**

The price bid shall be kept valid for **180 days** from the last date of bid submission.

In exceptional circumstances, IRDAI may solicit the Bidders' consent to an extension of the bid validity period. The request and responses thereto shall be made in writing or by email.

## **10. Cost of Bidding**

The Bidder shall bear all costs associated with the preparation and submission of the technical and commercial bids and IRDAI will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process. Only those Bids, which are received prior to the due date, time, and in the method and format prescribed for receipt of Bids, will be considered. Email / Telephonic/ Fax Bids shall be rejected.

## **11. Disqualifications**

The IRDAI may at its sole discretion and at any time during the evaluation of Proposal, disqualify any Bidder, if the Bidder has:

- (a) Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
- (b) Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years;
- (c) Submitted a proposal that is not accompanied by required documentation or is non-responsive;
- (d) Failed to provide clarifications related thereto, when sought;
- (e) Declared ineligible by the Government of India/State/UT Government for corrupt and fraudulent practices or blacklisted.
- (f) Submitted a proposal with price adjustment/variation provision.

## **12. Rights to Terminate the Process:**

IRDAI may terminate the RFP at any time assigning proper reasons. 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 IRDAI. The Bidders participation in this process may result in IRDAI selecting the Bidder to engage in further discussions toward execution of a contract. The commencement of such discussions does not, however, signify a commitment by IRDAI to execute a contract.



**Form – 1: Eligibility Criteria**

#	Eligibility Criteria Requirements	Supporting Document	Compliance (Yes/No)	Supporting document Page No. in Technical Bid
1	<p>The Implementing Agencies (IAs)/ firms/ Organizations (“Bidders”) bidding for this RFP shall be an Indian company registered under the Companies Act 2013 and engaged in the business of providing software and technology related services and provides technical support services and should have valid GST Registration.</p>	<p>Proof of registration (ROC) &amp; GST Registration proof.</p>		
2	<p>The bidder should have provided AMC services for SAP Systems in the past 5 years.</p> <p>The Bidder shall submit the copy of the certificates obtained from three of their current / past clients regarding satisfactory AMC support provided to them.</p> <p>The Bidder should have implemented and maintained atleast 1 FIORI based ERP implementation out of the 3 client references.</p>	<p>The proofs should be in the form of:</p> <p style="text-align: center;">PO &amp; Invoice</p> <p style="text-align: center;">OR</p> <p>Work Completion Certificate from client.</p> <p><b>Note:</b> Work Completion Certificate can be in form of a Letter / Email from client confirming the points.</p>		

3	<p>Bidder should produce evidence of having experience of successfully completed similar works as defined hereunder in the last five years:</p> <p>One similar completed work costing not less than the amount equal to Rs. 50 Lacs.</p> <p>Two similar completed works each costing not less than the amount equal to Rs.25 Lacs. OR</p> <p>Three similar completed works each costing not less than the amount equal to Rs. 20 Lacs.</p> <p>(Similar completed works indicates the bidder should have implemented SAP ECC 6.0 EHP 8 ERP system and should be a Service provider for supporting the SAP ECC 6.0 EHP 8 ERP system, ESS &amp; MSS, etc.)</p>	<p>The proofs should be in the form of PO &amp; Invoice</p> <p>OR</p> <p>Work Completion Certificate from client.</p> <p><b>Note:</b> Work Completion Certificate can be in form of a Letter / Email from client confirming the points.</p>		
4	<p>The Bidder should have a minimum annual turnover of INR Eight Crores per annum for the past 3 financial year.</p>	<p>Audited Financial Statements for 2018-19, 2019-20 and 2020-21</p> <p>In cases where audited financial statement for FY 2020-21 is not available, the FY -2017-18 may be included.</p> <p><b>OR</b></p>		

		Certificate from the authorized chartered accountant		
5	Bidder 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.		
6	<p>The Bidder should provide 5 Members team towards Supporting Technical Resource (Consultants/Technical Resource Persons).</p> <ul style="list-style-type: none"> <li>• 2-3 Shared Technical Consultants for IRDAI with SAP – HCM, FICO, Portal, BASIS and ABAP Skills and 3-5 years of experience with multiple modules expertise</li> <li>• Team Lead (1) / Manager (1) with relevant domain, experience and technical knowledge.</li> <li>• Profiles of the Candidate of the Named Technical Resources (Profile) for evaluation.</li> </ul>	CVs of the proposed resources to be deployed for the project.		
7	The bidder should not have been blacklisted by any Government (State/Central) or PSU enterprise in India as on the date of the RFP.	An Undertaking by the Authorized Signatory on the letter head of the Bidder.		
8	The Bidder either should be based at Hyderabad or willing to extend	Self-Declaration certified by authorized signatory		

	support from Hyderabad.	with Office address mentioned for the office(s) in Hyderabad or stating willingness to extend support from Hyderabad.		
9	Consortium way of bidding and subcontracting	A Self-Declaration signed by authorized signatory stating that the bidder is not bidding in consortium and will not subcontract.		

Authorized Signatory:

Name:

Designation:

Name of the Firm:

Address:

Company Seal:

E-mail Address:

Telephone:

**Form – 2: Application for Bid**

Date:

[Bidders are required to submit the covering letter as given here on their letterhead]

To,  
The Chief General Manager (Admn)  
Insurance Regulatory and Development Authority of India  
115/1, Financial District  
Nanakramguda, Gachibowli.  
Hyderabad – 500 032

**Sub: Proposal for selection of Implementing Agency(IA) for the IRDAI SAP ERP AMC & FIORI Implementation Services**

Dear Sir,

1. We, the undersigned, having carefully examined the NIT, offer to Propose for the selection as Implementing Agency for managing the IRDAI SAP ERP Solution ATS & FIORI Implementation.
2. We have read all the provisions of NIT and confirm that these are acceptable to us.
3. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.
4. We agree to abide by this Proposal, consisting of this letter, our Technical and Commercial Proposals and all attachments, for a period of 180 days from the last date fixed for submission of Proposals as stipulated in the RFP / Addendums and modifications resulting from contract negotiations, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
5. Until the formal final Contract is prepared and executed between us, this Proposal, together with your written acceptance of the Proposal and your notification of award, shall constitute a binding contract between us.
6. We hereby declare that all the information and statements made in this proposal are true and accept that any misrepresentation or misinterpretation contained in it may lead to our disqualification.
7. We understand you are not bound to accept any proposal you receive, not to give reason for rejection of any proposal and that you will not defray any expenses incurred by us in bidding.
8. The "Bid Security Declaration" form duly filled and signed & sealed is enclosed in lieu of EMD.

Authorized Signatory:

Name:

Designation:

Name of the Firm:

Address:

E-mail Address:

Telephone:

Company Seal:

### **Form – 3: Structure of Technical Proposal**

The Technical Proposal needs to be structured as follows:

#### **Section 1: Executive Summary**

This section should be a succinct statement and executive summary by the Bidder highlighting the key aspects of technical proposal.

#### **Section 2: Bidder Profile & Qualifications**

This section should cover the Bidder's local presence, the project team composition and relevant experience.

#### **Section 3: Project implementation methodology:**

In this section, Bidders' should detail the proposed project approach which would include smooth transition from present service provider including the migration of SAP ERP System to FIORI Architecture, Software Development methodology, Testing approach & methodology

#### **Section 4: Quality Assurance Mechanism, Team Structure and Project Governance Structure**

Bidders are required to discuss their Quality Assurance framework for delivering the services. This section should present on the skills and experience of the proposed project team and in accordance with the requirements of this project. The bidder is required to provide the governance structure/ escalation matrix and profile of all the key personals of the organization who would support the project.

**Section 5: SLA measurement & monitoring during AMC:** Detailed methodology for SLA measurement and monitoring of SLA compliance including any tools to be used.

**Section 6: Previous Experience** of similar nature and record of accomplishment based on competency & expertise requirements specified in this RFP.

#### **Section 7: Effort Estimation Methodology**

Bidders are required to discuss their methodology to evaluate the effort estimates for implementing Change requests during AMC. It should state the factors considered to arrive at the efforts (man days' / man hours) required for developing forms, reports, work flows, testing, etc.

**Form – 4: Statement of Nil Deviation**

Date:

**[Bidders are required to submit the covering letter as given here on their letterhead]**

To,

The Chief General Manager (Admn)  
Insurance Regulatory and Development Authority of India  
115/1, Financial District  
Nanakramguda, Gachibowli.  
Hyderabad – 500 032

Ref: IRDAI/ADMN/TNDR/314/12/2021- IRDAI SAP ERP AMC & FIORI Implementation Services

Dear Sir,

There are no deviations (nil deviations) from the terms and conditions of the tender. All the terms and conditions of the tender are acceptable to us.

Authorized Signatory:

Name and Title of Signatory:

Name of the Firm:

Address:

Company Seal:

**Form – 5: Bidders Information Sheet**

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 / Similar work	
	Client-1 Client-2 Client-3	
9	Details of Similar work (refer clause 4.6 of Volume I – Eligibility criteria)	
	Client-1 Client-2	
10	Any other information	

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

Authorized Signatory:

Name and Title of Signatory:

Name of the Firm:

Address:

Company Seal:



**Form-6: Bid-Security Declaration Form**

To

Chief General Manager (Admn)  
IRDAI, Sy no 115/1,  
Nanakramguda, Hyderabad – 500032

Reference: IRDAI/ADMN/TNDR/314/12/2021 “Request for Proposal for IRDAI SAP ERP AMC & FIORI Implementation Services”

I/We, ..... irrevocably declare as under:

I/We understand that, as per Clause 8 of Vol –I of the RFP conditions, bids must be supported by a Bid Security Declaration In lieu of Earnest Money Deposit.

I/We hereby accept that I/We may be disqualified from bidding for any contract with IRDAI for a period of Three years from the date of disqualification as may be notified by IRDAI (without prejudice to IRDAI’s rights to claim damages or any other legal recourse) if,

- 1) I am /We are in a breach of any of the obligations under the bid conditions,
- 2) I/We have withdrawn or unilaterally modified/amended/revised, my/our Bid during the bid validity period specified in the RFP or extended period, if any.
- 3) On acceptance of our bid by IRDAI, I/we failed to deposit the prescribed PBG or fails to execute the agreement or fails to commence the execution of the work in accordance with the terms and conditions and within the specified time.

Signature:

Name & designation of the authorized person signing the Bid-Security Declaration Form:

Duly authorized to sign the bid for and on behalf of: \_\_\_\_\_ (complete name of Bidder)

Dated on \_\_\_\_\_ day of \_\_\_\_\_ month, \_\_\_\_\_ year.

Company Seal :

**Form – 7: Technical Bid Submission Checklist**

The technical bid shall contain the following forms:

All pages in the Bid proposal should be serially numbered, should be affixed with the Company seal and signed by the Authorized signatory.

<b>SNo.</b>	<b>Item</b>	<b>Details of the Item</b>	<b>Page # in Technical Bid Document</b>
1.	Authorized Person for Bidding	A Board Resolution or Power of Attorney in the name of the person executing the bid, authorizing the signatory to represent the Bidder. Copy of the Board's resolution or POA should be submitted along with technical bid.	
2.	Eligibility Criteria – <a href="#">Form 1</a>	Signed copy of the Form-1 confirming Eligibility Criteria along with the supporting documents page numbers in the technical bid document.	
3.	<a href="#">Form 2</a>	Application for management of SAP ERP Solution ATS & FIORI Implementation	
4.	<a href="#">Form 3</a>	Technical Proposal in the defined structure	
5.	<a href="#">Form 4</a>	Statement of NIL Deviation	
6.	<a href="#">Form 5</a>	Bidders Information Sheet	
7.	EMD (Bid Security Declaration <a href="#">Form -6</a> )	In lieu of EMD, the bidder shall submit the duly filed signed and sealed ""Bid Security Declaration form available as Form - 6.	

**The bidder shall enclose the required supporting document wherever necessary in Technical Bid.**



## **Volume II-Functional, Technical and Operational Specifications**

## 1. Objective of this RFP

IRDAI has implemented SAP ERP System for its day to day activities and operations since the year 2011. IRDAI desires to award the contract for Annual Maintenance of SAP ERP Application along with development cum implementation of Fiori, Initially for a period of three (3) years extendable up to Two more years, year on year basis as per the IRDAI requirement and performance of the bidder. The Bidder either should be based at HYDERABAD/ willing to extend support from HYDERABAD.

## 2. SCOPE OF WORK (On Shared Support Model)

1. SAP Modules implemented at IRDAI are as follows. (Detailed Scope in the Annexure 1)
  1. **Human Capital Management (HCM) including Payroll.**
  2. **Finance and Controlling (FICO)**
  3. **Enterprise Portal (EP)**
  4. **BASIS**
  5. **ABAP**
  6. **FIORI Implementation**
2. The selected bidder will have to maintain all the five modules, develop and implement the Fiori.
3. The term of the contract shall start from the date of signing of the Master Service Agreement and shall cover all phases of the project which includes takeover from existing Service Provider, development of Fiori modules acceptance and Go-live, followed by support for a period of three (3) years extendable up to Two more years, year on year basis as per the IRDAI requirement and performance of the bidder.
4. The selected bidder shall ensure that the ERP server and application run un-interruptedly and smoothly.
5. Development and Implementation of Fiori as a front-end technology with rich UI to cater multiple devices like desktops, tablets, smartphones. This will enable HRMS application to be rendered seamlessly in such other devices.
6. During the maintenance period, the bidder will also provide required Technical and

Functional Support for the ERP Application.

7. Coordination with Hardware Supplier for resolving hardware related issues / planned downtime/ etc.
8. Implementation of individual changes, each requiring less than 15 Man days as part of support.
9. Regular backup and routine maintenance.

(The detailed scope is given in the [Annexure 1](#))

### **3. Supporting Technical Resource (Consultants/ Technical Resource Persons) – 5 Member team**

- 2-3 Shared Technical Consultants for IRDAI with SAP – HCM, FICO, Portal, BASIS and ABAP Skills and 3-5 years of experience with multiple modules expertise. Technical Consultants below 3 years of experience will not be eligible for the project.
- Team Lead (1) / Manager (1) with relevant domain, experience and technical knowledge.
- Profiles of the Candidate of the Named Technical Resources (Profile) for evaluation by IRDAI.
- The Bidder / Service Provider should have Support Facility in Hyderabad or willing to extend support from Hyderabad. The support model shall be onsite/off shore model using shared resources.

Note: Team size of 5 is mandatory for AMC purposes. However, for FIORI Implementation, bidder is free to propose the team size so as to complete the development as per the time schedule provided in clause 11 of Volume II.

### **4. Terms of Reference (ToR) & Service Level Criteria (SLC)**

ToR & SLC will be a part of Service Level Agreement (SLA) to be signed with the successful bidder.

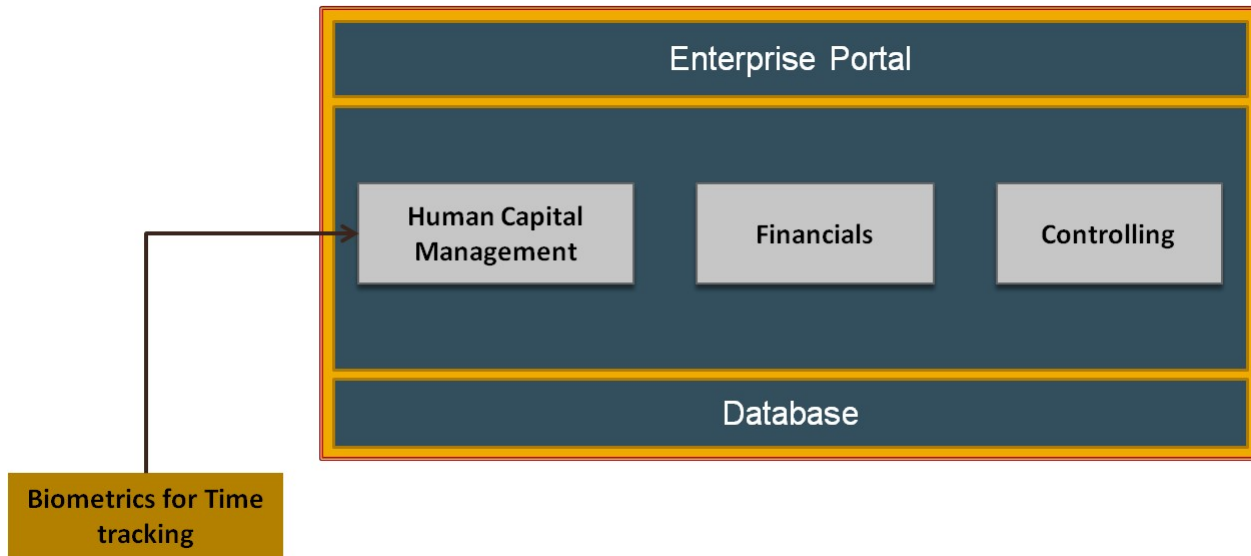
- Providing of support for the End Users by clearing the issues raised by them at Production Level.

- Enlightening the End Users with regard to the issues, implementing the changes at Configuration Level as and when required.
- Implementing the internal Circulars from IRDAI 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 IRDAI.
- Providing production support to the existing SAP ECC 6.0 EHP 8 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 15 man days (120 man hours). Efforts requiring more than 15 man days (120 man hours) will be considered through Change Request route subject to conditions. It is to be noted that man month is considered as 22 man days.
- 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 for 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 240 hours.

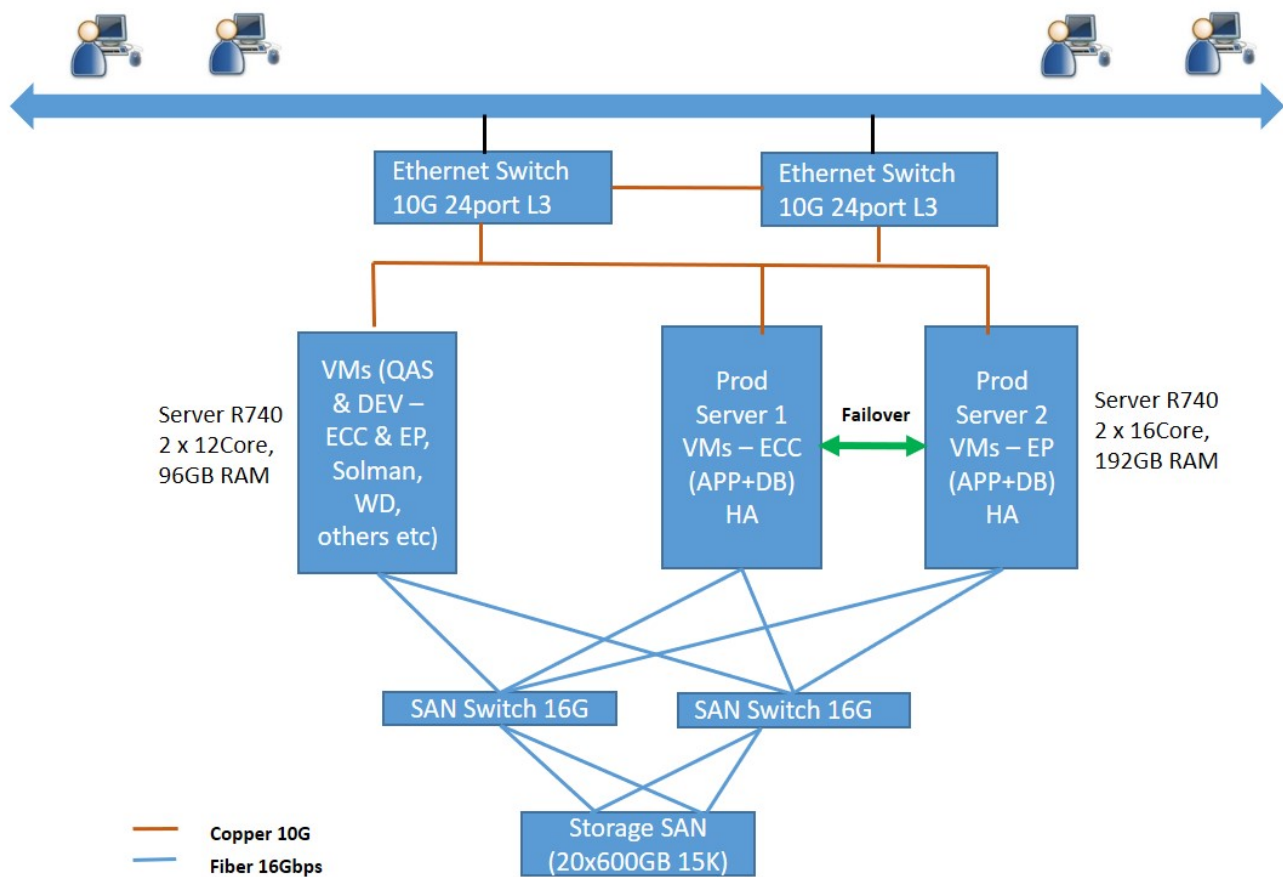
<b>AMS Shared Support requirement</b>				
<b>S.No</b>	<b>Annual Support &amp; Maintenance</b>	<b>Supporting hrs per Month ( Regular Activities + Issue Fixing/Enhancements)</b>	<b>Monthly Requirement ( Hours)</b>	<b>No.of Days in Month @ 8 hours / Day</b>
1	SAP - HCM, FICO	30+40	70	8.75
2	ABAP, ESS	50+20	70	8.75
3	BASIS	25+25	50	6.25
4	Enhancements, Consulting, Change Request, Trainings, Documentation etc		50	6.25

## 5. IRDAI SAP-ERP SOLUTION LANDSCAPE

### A) ERP SOLUTION ARCHITECTURE



### B) IRDAI ERP INFRASTRUCTURE LANDSCAPE WITH HIGH AVAILABILITY



#### Environment:

SUSE Linux

Oracle 12c

SAP ECC 6 EHP 8

## 6. Inputs from IRDAI

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

## 7. Support Processes and Ticket Flow

Solution Manager shall be used for ticket registration and tracking.

### **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 (IRDAI 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 Bidder)**

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 (Bidder 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	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

<b>2</b>	<b>Major</b>	<ol style="list-style-type: none"> <li>1. Time of resolution is important, example - closing activities getting delayed</li> <li>2. High use of functions are inoperable; business productivity is compromised &amp; workaround is not available; example - major interface error occurs</li> <li>3. Significant business impact even if manual workarounds are available – work can be done, but not to full capacity</li> <li>4. Some negative impact on quality / accuracy / availability of critical information</li> </ol>
<b>3</b>	<b>Minor</b>	<ol style="list-style-type: none"> <li>1. High use functions are inoperable; example - A/P A/R cannot be posted, business productivity is compromised &amp; workaround is available</li> <li>2. Small business impact, work around is time consuming</li> </ol>
<b>4</b>	<b>Query</b>	<ol style="list-style-type: none"> <li>1. System, application, network, hardware degraded but usable</li> <li>2. Alternative available</li> <li>3. User operations function with minimal disruptions</li> <li>4. Manual workarounds in place with minimal business impact</li> <li>5. Includes new enhancements, configuration and report development</li> <li>6. No business impact</li> </ol>

## 8. Penalty

For smooth functioning of the project, SLCs are defined. Any deviation/ default in services will be governed by SLCs and penalty will be applicable as described.

### 1.1. Service Level Criteria (SLC)

The Service Level Criteria shall become the Service Level Agreement (SLA) and will form part of the Master Services Agreement (MSA).

At the end of each quarter, the Bidder shall submit the SLA compliance report along with the details of the parameters mentioned in the below table.

Expected Service Levels & applicable Penalty for resolving the issues:

Priority	Severity	Response Time	Resolution Time	Coverage	Expected Target SLA	Penalty
1	Critical	Respond within 1-4 hour	Resolve within 4 hours	Business Hours Mon – Sat	95%	5% of quarterly charges
2	Major	Respond within 2-8 hours	Resolve within 24 hours	Business Hours Mon – Fri	90%	3% of quarterly charges
3	Minor	Respond within 5-10 hours	Resolve within 2 days	Business Hours Mon – Fri	90%	2% of quarterly charges

## 1.2. Charges/Penalty for non-availability of services:

**Availability:** The System (both Production & Quality) should be available to users 24 X 7 for all days a year excluding any down-time, daily, monthly or annual closings, system maintenance, backups, data warehousing data mining, report generation, MIS generation, and while running batch processes. There should be no impact on the system performance while performing these activities. Further there should be no single point of failure.

This is in addition to the Penalty stated above in clause 1.1.

S.No.	Availability of the SAP Application (Quarterly basis)	Penalty
1	100% to 99.5%	NIL
2	Below 99.5%-Up to 98.5%	1% of quarterly charges
3	Below 98.5%-Up to 97%	2% of quarterly charges
4	Below 97% -Up to 95%	3% of quarterly charges
5	Below 95%	5% of quarterly charges

Below 90 % of SLA in a quarter is not acceptable and may lead to termination of the contract with higher penalty. The decision of IRDAI shall be final in this regard.

### Note:

1. A maximum penalty of 10% of the charges for quarter may be levied (clause 1.1 & 1.2). The penalty calculated shall be adjusted from the amount payable.
2. Any downtime arising out of Hardware/Network failure/planned downtime or attributable to delays from IRDAI for any reasons will not be accounted for SLC measurements, however the bidder has to substantiate the above with relevant facts and figures which shall be approved by IRDAI.

## 9. Deliverables

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

- Month on Month reduction of number of Bugs detected/ reported per month
- 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 IRDAI 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 120 (One Hundred Twenty) 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 Bidder, with due Certification and Signature, for those issue which involves changes in Configuration / Database / Application. Such issues will be closed only when the IRDAI accepts the said document. Sub bidder ship for the AMS is not allowed.

Changes that require more than 15 man days/ 120 man hours shall undergo change management process through the agreed effort estimation template. **Bidder 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.**

#### **10. Other Terms & Conditions**

1. This Agreement will be for a period 3 years from the date hereinabove mentioned unless otherwise renewed by the Parties upon mutual consultation. It will be further renewed every year for two more years as per the IRDAI requirement and performance of the bidder.
2. This AMC would include all the modules mentioned in the SOW and the bidder will have to attend to the configuration issues in addition to the transactional support issues, in the implemented scope of SAP system at IRDAI.
3. In this regard, the Bidder shall ensure that appropriately trained Personnel are available to effectively furnish the Services as contemplated under this Agreement. The Bidder 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 Bidder's sole responsibility.

4. The Bidder 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 Bidder is unable to provide the Services to IRDAI and failed to deliver the Deliverables in accordance with the time schedule, then, the Bidder 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.
5. To ensure effective support process, BIDDERS should offer deliverables under Service Level Agreements (SLA) as agreed with IRDAI. BIDDERS should monitor performance of SLAs and provides monthly reports to the designated IRDAI representative.
6. BIDDERS will submit a report at the end of every month on the support activities executed for the month. The format for the same will be decided mutually between IRDAI and BIDDERS. This report will be basis for BIDDERS 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, BIDDERS would develop a Functional Solution Document and train end users and CORE Teams.
11. If any support is required pertaining to SAP applications in DR site, then same shall be extended by the successful bidder to the DISASTER RECOVERY (DR) site without any additional cost.
12. Bidder shall provide escalation matrix to IRDAI along with the contact details of the officials.
13. Bidder shall provide Bank Guarantee for 3% of AMC cost valid during the period of

Annual Maintenance.

14. IRDAI reserves the rights to alter / modify the priority of the issues as per its requirements.
15. The Bidder is not permitted to subcontract either any part or whole of this Agreement to any Third Party.
16. Bidder shall not divulge any information to which it had access under this agreement. Neither bidder nor any of its authorized personnel shall indulge in unauthorized use of software of IRDAI.
17. Bidder shall not publicize this agreement for its sales promotion without prior approval of IRDAI.

### 11. Project Delivery Schedule

The Bidder is expected to adhere to these timelines stipulated below. Non-compliance to these timelines by the Bidder would lead to Liquidated Damages as stated in this RFP. Below are the various stages:

SNO.	Key Activities	Time Lines
1.	Date of agreement	T
2.	Entire transition from current service provider including Knowledge Transfer and other related activities	PO date +30 days
3.	FIORI Implementation & Go-Live	T+120 days

The Bidder is required to provide a detailed strategy to IRDAI; the activities mentioned above are indicative but the timelines for procurement, readiness and staff should be maintained by the Bidder. Hence, if the Bidder has a faster and more effective solution, the same may be discussed and agreed by IRDAI.

## 12. Uptime

The bidder shall ensure minimum of 99.5% of end-to-end uptime (calculated on a monthly basis) for the smooth functioning of all the activities and shall agree for suitable penalty clauses in case of failure to provide the required uptime. The bidder would be required to submit a documentary proof of the upkeep time of 99.5% to IRDAI as per periodicity defined by IRDAI.

## 13. Annexure 1- Detailed Scope of Work

### 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. Bank 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.

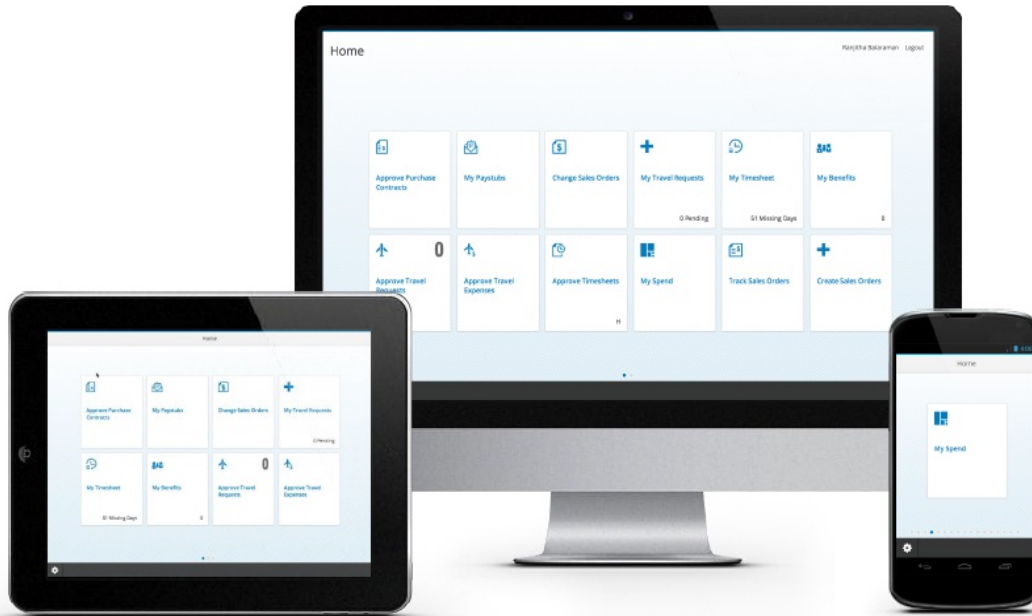
## **5. ABAP. (Code Development / Cleansing as a result of Bug Fixing and/or Enhancements)**

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

## **6. Fiori Scope of Implementation**

- I. HRMS is currently running in SAP platform with R/3 (client) access for core department users and Portal (browser) access for all employees. Forms work only in Internet Explorer and doesn't support other popular browsers like Google Chrome, Apple Safari, Mozilla Firefox, etc.
- II. System is neither optimized for viewing in tablets or smartphones nor the forms work in tablets or smartphones. Hence SAP Fiori is considered which has a collection of ready-to-use apps with a simple and easy to use interface for broadly and frequently used SAP modules.
- III. Existing customized Forms to be migrated to FIORI architecture – 60 approximately & development of new forms – 8 approximately
- IV. Installation of FIORI in Development and Production clients / Developing mobile app to approve leaves by MSS users
- V. SAP Fiori apps are browser-based. On server side, they require a front-end server and back-end server components. The front-end server hosts the SAP Fiori UI resources and converts OData service calls into RFC calls to the back-end server. In addition, SAP UI2 services are running on the front-end server, which are responsible for all functions of SAP Fiori Launchpad, for example, user personalization and logon. The back-end server of the application consists of the OData service implementation required for the business function.

# SAP Fiori – Home Page





## **Volume III – Contractual and Legal specifications**

## 1. Contractual and Legal specifications

### 1.1 Acceptance of Order

The bidder shall give acceptance within seven working days from the date of award of Letter of Acceptance (LOA) / Purchase Order (PO). IRDAI has a right to cancel the order, if the same is not accepted within a period of seven working days from the date of the award of work.

### 1.2 Contract/Agreement

- i. Signing of Contract: The successful bidder shall be required to enter into Master Services Agreement which shall include the Service Level Agreement as provided by IRDAI. The agreement shall include system and procedure to be adopted by the Bidder as desired by IRDAI.
- ii. The Bidder has to furnish the duly signed contract/agreement along with the Performance Bank Guarantee (PBG) for IRDAI's counter signature within 21 days from the receipt of LOA/PO.
- iii. The contract/agreement between the Bidder and the IRDAI will be signed in accordance with all the terms and conditions mentioned in this RFP document.
- iv. The Bidder has to furnish two copies of the contract/agreement in Rs. 100/- stamp paper, with all the above terms and conditions mentioned including the commercials.
- v. The draft of the contract/agreement will be shared with the Bidder along with the LOA/PO.
- vi. Any proposal submitted in response to this RFP and all associated amendments, clarifications/ documents, pre-bid clarifications, Technical presentations submitted during evaluation, would form part of the agreement/contract that would be signed with the successful bidder.

### **1.3 Tenure of the Contract**

The initial contract shall be for a period of three years, extendable further up to two years on year on year basis (unless terminated by IRDAI prior to that date). However, after completion of initial contract, IRDAI reserves its right to extend the contract on the terms and conditions mutually agreed between IRDAI and the Successful Bidder. During shifting of the services to a new Service Provider at the end of the contract, the Bidder shall provide necessary help for smooth switch over and necessary training without any additional cost.

However, both parties will have the option to terminate the contract with a notice period of 3 months or on mutually agreed notice period.

### **1.4 Performance Bank Guarantee (PBG) and format**

Within 21 working days of the receipt of notification of award from IRDAI, the successful bidder shall submit the PBG to the tune of 3 % of the total contract value, with the validity of 60 months. If the contract is extended beyond the period of contract, the bidder will have to submit the PBG for the extended period. If the successful bidder fails to submit the PBG within a period of 21 working days, it shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event IRDAI may cancel the contract. The format of Performance Bank Guarantee is made available in [Annexure -2](#).

### **1.5 Payment Terms**

1. AMC Payment for each quarter shall be made on submission of the Quarterly Invoice by the bidder which shall quote its PAN No. and GST 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.
2. The First Quarter will start from the date of submission of PBG and signing of the AMC contract and the first payment shall be made at the starting of the next quarter subject to the satisfaction of IRDAI.
3. Along with the Claim Invoice, the Bidder 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.

4. Payments will be made for the net amounts after deducting applicable penalties, if any.
5. The payment will be released after deducting applicable taxes.
6. Bidder should submit the Quarterly invoice on periodical basis. Bidder should neither accumulate the Quarterly invoices nor submit all pending invoices in one-go.
7. FIORI Implementation Payment schedule

Sno.	Milestone	Amount Payable
1	UAT Sign off	30% of software development charges
2	Go-live	40% of software development charges
3	1 month of Module Stabilisation	30% of software development charges
4	Up-to 6 months of Go-Live	For all issues, bugs, etc. related to FIORI Implementation, no additional payment will be made

8. Final quarterly payment/ Last payment for AMC will be released after successful transition to the new service provider and receiving sign-off from them.

### **1.6 Project Governance**

Apart from the Internal Governance model of the Bidder, IRDAI desires to have the following in place for better governance.

1. Issue tracker to be circulated to the concerned personnel of IRDAI 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 SolMan.
2. Quarterly review with Bidders Project/ Manager /Delivery Head.

The meetings shall be held at IRDAI office premises.

### **1.7 Escalation Matrix/Contact call tree**

The Bidder should provide the contact call tree and the escalation matrix for the services it offers. On a minimum, it shall provide for the following:

- Office Contact Details (Normal Working Hours)
- Contact Details of Project team and Support Personnel including translation team (Normal and after office working hours)
- IRDAI shall provide a call tree, which includes point of contacts for reporting and updating routine activities, and point of contact for escalations.

### **1.8 Information Ownership**

All information processed, stored, or transmitted by Bidder equipment belongs to IRDAI. By having the responsibility to maintain the equipment, the Bidder does not acquire implicit access rights to the information or rights to redistribute the information. The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately.

Sensitive Information: Any information agreed as sensitive between IRDAI & the Successful Bidder must be protected by the Successful Bidder from unauthorized disclosure, modification or access.

### **1.9 Price**

- i. The bidders should quote only the base price. GST shall be reimbursed as shown in the invoice.
- ii. The base price shall be all inclusive including state levy, commissioning and testing charges.
- iii. There shall be no escalation in the prices during the contract period once the prices are fixed and agreed to by IRDAI and the bidders. But, any benefit arising out of any subsequent reduction in the prices due to reduction in duty during the



period between the date of Letter of Acceptance (LOA) / Purchase Order, should be passed on to IRDAI.

- iv. All the items should be quoted in INR (Indian Rupees) only.

#### **1.10 Taxes**

The Bidder has to quote the rates excluding taxes. The taxes will be reimbursed to the Bidder as per the invoice.

#### **1.11 Confidentiality**

- i. All information, which is marked as "confidential" or if disclosed orally, will be identified as "confidential". Bidder shall maintain the highest level of secrecy, confidentiality and privacy with regard thereto.
- ii. Additionally, the Bidder shall keep confidential all the details and information with regard to the Project, including systems, facilities, operations, management and maintenance of the systems/facilities.
- iii. IRDAI shall retain all rights to prevent, stop and if required take the necessary punitive action against the Bidder regarding any forbidden disclosure.
- iv. 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 service provider
  - 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
  - e) The bidding party may use in its business activities the ideas, concepts and know-how contained in the confidential information which are retained in the memories of bidding party's employees who have had access to the confidential under this contract.

### **1.12 Non-Disclosure Agreement (NDA)**

The selected Bidder shall submit stamped Non-Disclosure Agreement for confidentiality and secrecy of data and processes (on a stamp paper of Rs. 100/-) as per the [Annexure-3](#), along with the PBG.

### **1.13 Use of Contract Document and Information**

The Bidder shall not, without IRDAI's prior written consent, make use of any document or information provided by IRDAI in Bid document or otherwise except for purpose of performing contract.

### **1.14 Security Audit Requirements**

IRDAI shall conduct information security audit including VAPT for the application and underlying infrastructure through third Party external auditors at regular intervals. The Bidder has to support security audits, which may include physical verification of infrastructure. The Bidder shall close any gaps emanating from such audits without incurring any additional cost to IRDAI.

### **1.15 Performance review:**

IRDAI reserves right to conduct end to end half yearly audit of the Bidder's activities through internal/ external Auditor. IRDAI can engage a third party for the same, however such third party shall not be a competitor of the Bidder i.e., a company providing outsourcing services. The Bidder has to provide all the necessary support for the same. The Bidder has to comply with the audit report submitted by the auditors within a maximum period of one month from the date of submission of the Audit report. If the services are not found satisfactory, IRDAI may take recourse to terminate the contract and invoke Bank guarantee.

### **1.16 Assignment**

The Bidder shall not assign to anyone, in whole or in part, its obligations to perform under the contract.

### **1.17 Dispute Resolution**

All disputes or differences whatsoever arising between IRDAI and the Bidder in relation to work awarded pursuant to this RFP shall be settled through arbitration as per terms and conditions of arbitration under the contract and in accordance with applicable Indian

Laws. The venue of the arbitration shall be Hyderabad. During the arbitration proceedings the successful Bidder who becomes the Service Provider shall continue to work under the contract unless otherwise directed in writing by IRDAI or unless the matter is such that the work cannot possibly be continued until the decision of the sole arbitrator, as the case may be, is obtained. However, in such contingency, IRDAI shall be entitled to make alternative arrangements to tackle the situation in the manner it deems fit, at the cost of the Service Provider, so that the business of IRDAI continues without any disruption.

### **1.18 Arbitration**

Any dispute or difference whatsoever arising between the parties out of in course of or relating to, the construction, meaning and operation or effect of the contract or the breach thereof shall be raised within 2 months from the date of occurrence shall be settled through arbitration in India by a Sole Arbitrator from the panel of Indian Council of Arbitration and in accordance with its Rules under the provision of The Arbitration and Conciliation Act, 1996 and all statutory modification thereof shall be governed such arbitration proceedings.

The arbitration will be conducted in English language and Indian law will be applicable. The venue of such arbitration shall be at Hyderabad only.

### **1.19 Applicable law**

The Indian laws will be applicable in all matters.

### **1.20 Force majeure**

Neither IRDAI nor the bidders shall be held responsible or considered to be in default if the execution of the contract is delayed/ interrupted due to the cause absolutely beyond their control, such as acts of God, natural calamities, war, major civil commotion, fire, storms, strikes and floods. However, only these causes which have a bearing of more than 7 days will be considered as being causes of "Force Majeure". In such event neither party shall compensate the other for the loss that might accrue or might have accrued because of the effect of such event upon the execution of the contract.

If the Bidder is unable to perform the contract beyond 7 days due to the reasons attributable to force majeure conditions, IRDAI reserves the right to make immediate

arrangement for engaging another supplier(s) for the same work without assigning any liability to the original supplier.

### **1.21 Limitation of Liability**

- a) There shall be no limitation of liability in case of any damages for bodily injury, death or damage to tangible personal property and willful fraud.
- b) In all other cases, the total financial liability of the successful bidder shall be limited to the total value of the contract i.e. the Total Cost quoted by the Bidder in its commercial proposal to IRDAI in response to the RFP.
- c) Any claim or series of claims arising out or in connection with the Agreement shall be time barred and invalid if legal proceedings are not commenced by the relevant Party against the other Party within such period as may be permitted by applicable law relating to limitation.
- d) IRDAI shall be entitled to claim the remedy of specific performance under the Agreement.
- e) In case of any defect or inadequacy in the services rendered by the Bidder prior to the date of final acceptance of the work by IRDAI, the bidding party shall perform at his own initiatives and free of any cost to IRDAI, all such services as shall be necessary to remedy the identified defect or inadequacy.

### **1.22 Risk and cost**

IRDAI shall have the power to recover the amount due to damage arising out of the delivery of services, from any money due or likely to become due to bidder from any contractual value pending or liable to be pending at IRDAI. The payment or deduction of such compensation shall not relieve the bidder from its obligation to complete the work or from any of other obligations/ liabilities under the contract. In case of failure of bidder to complete the work, IRDAI shall have the right to order some other agency to complete the work after issuance of a notice in writing of minimum ten days by IRDAI. The bidder shall be liable to bear the cost of work by the other agency to the extent of the value of the contract.

### **1.23 Indemnification**

- a) The Bidder shall, at its own expense, defend and indemnify IRDAI against any third party claims in respect of any damages or compensation payable in consequences of

any accident or injury sustained or suffered by its (Bidder's) employees or agents, or by any other third party resulting from or by any gross negligence and/or willful default by or on behalf of the Bidder and against any and all claims by employees, workmen, contractors, sub- contractors, suppliers, agent(s), employed, engaged, or otherwise working for the Bidder, in respect of any and all claims under the Labor Laws including wages, salaries, remuneration, compensation or like.

- b) The Bidder shall indemnify, protect and save IRDAI and hold IRDAI harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly from
- i. a gross negligence and/or willful default of the Bidder, its employees, its agents in the performance of the services provided by this contract.
  - ii. breach of any of the terms of this tender document or breach of any representation or warranty by the Bidder
  - iii. use of the deliverables and or services provided by the Bidder
  - iv. Infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfil the scope of this project.
- c) The Bidder shall further indemnify IRDAI against any proven loss or damage to IRDAI's premises or property, etc., due to the gross negligence and/or willful default of the Bidder's employees or representatives to the extent it can be clearly established that such employees or representatives acted under the express direction of the Bidder.

#### **1.24 Liquidated Damages**

- a. The liquidated damage is an estimate of the loss or damage that IRDAI may have suffered due to non-performance of any of the obligations (under the terms and conditions) or delay in performance during the contract relating to activities agreed to be undertaken by the Bidder.
- b. If the Bidder fails to deliver and successfully implement the FIORI Architecture within the stipulated time schedule framed by IRDAI or by the date extended by IRDAI, it shall be considered as breach of contract. In such case, the Bidder shall be liable to pay

liquidated damages (LD). A penalty @ 1 % of the milestone payment value per week (for the delayed period) subject to the maximum of 5% of milestone payment, will be levied. If such penalty exceeds 5 %, IRDAI may consider cancellation of the contract. This is over and above the Penalty clause mentioned in Volume II for AMC.

c. Performance of services shall be within the norms specified in the Service Level Criteria (SLC) forming a part of the contract. In case bidder fails to meet the above standards of maintenance, there will be a penalty as specified in the SLC.

d. However, no such Liquidated Damages shall be levied where the delay is attributable to IRDAI or due to Force Majeure. Where there is an event of force majeure preventing the bidder from performing its obligations, the bidder must notify IRDAI and shall use all reasonable efforts to mitigate the consequences of the event.

### 1.25 Termination

**Cure period:** In the event that deficiency in delivery of services provided by the Implementation agency is observed, IRDAI, without prejudice to any other remedy for breach of Contract shall give written notice of default to the Service Provider with a cure period of 30 days within which to cure such deficiency, specifying in reasonable detail the basis for the claimed deficiency. Deficiency in Service delivery shall not be actionable if the Service Provider is able to rectify it within the Cure Period. After 30 days if IRDAI is not satisfied with the response, may terminate the Contract in whole or in part.

In case the Bidder fails to fulfil the Contractual obligation within stipulated time frame without any valid reason, IRDAI reserves the right to terminate the contract by giving 30days' notice provided the failure is not cured within such 30 days' notice period. Upon receipt of such notice, the Bidder will terminate all tasks in an orderly manner, as soon as practical or in accordance with a schedule agreed to by the parties.

In the event there is any material breach of any of the terms and conditions of the Agreement by any party to the Agreement the other Party may terminate the Agreement provided that the party shall serve a non-compliance one-month notice to the defaulting party to rectify the breach or restore the same within the said notice period. After the expiry of said notice period the Agreement shall come to end if the material breach is not rectified or restored by the defaulting party within the said notice period and thereafter IRDAI shall pay to Bidder all payments due as of the termination date stated

in the notice on pro rata basis including those for the proportion of work completed in the on-going stage and to the extent the deliverables supplied and the services rendered up to the date of termination.

Either Party shall be entitled to terminate the Agreement forthwith in the event of the other Party:

- going into compulsory or voluntary liquidation or winding up; or
- assigning its property and/or assets for the benefit of its creditors materially affecting its abilities to perform the Agreement.
- by giving a 3 months' notice in writing to the other upon situations arising due to noncompliance of the stipulations of this contract or for any other reason.

Any termination of the Agreement howsoever caused, shall not affect any accrued rights or liabilities of either party nor shall it effect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination. Upon the termination of the Agreement:

- a) Bidder shall hand-over of all the necessary documents and other materials obtained by Bidder in relation to the managed services during the term of the Agreement.
- b) Bidder shall ensure that the hosting arrangements are transferred (with no cost to IRDAI) smoothly to the service provider identified by IRDAI.

#### **1.26 Exit Management and Transition at the end of contract period**

Bidder shall initiate the 'Exit Management & Transition Process at the conclusion of the contract duration. All data, Intellectual Property Rights etc. created for the project would be transferred to the IRDAI IT Department. Any Departmental premises provided to the Bidder for delivery of the services shall revert to the Department.

#### **The responsibilities of Bidder with respect to Exit Management / Transition-Out services include:**

- a. Provide necessary handholding and transition support to ensure the continuity and performance of the Services to the complete satisfaction of IRDAI. Provide a comprehensive exit management plan.

- b. Support IRDAI in migration of the data, content, transfer of source code and any other assets to the new environment created by IRDAI or any Agency (on behalf of IRDAI) by copying to IRDAI supplied industry standard media.
- c. Address and rectify problems with respect migration of data and related items during the transition.
- d. The ownership of the data generated upon usage of the system, at any point of time during the contract or expiry or termination of the contract, shall rest absolutely with IRDAI.
- f. Ensure that all the documentation required by IRDAI for smooth transition including configuration documents are kept up to date and all such documentation is handed over to IRDAI during regular intervals as well as during the exit management process.
- h. Once the exit process is completed, remove the IRDAI's data, content and other Content and data destruction to IRDAI as per stipulations and shall ensure that the data cannot be forensically recovered.
- i. Train and transfer knowledge to the new replacement agency to ensure similar continuity and performance of the services post expiry of contract.
- j. Final quarterly payment/ Last payment for AMC will be released after successful transition to the new service provider and receiving sign-off from them.

**NOTE: There shall not be any additional cost associated with the Exit / Transition-out process.**

#### **1.27 Disaster Recovery Support**

If any support is required pertaining to SAP applications in DR site, then same shall be extended by the successful bidder to the DISASTER RECOVERY (DR) site without any additional cost.

#### **1.28 Other**

The RFP is not an offer by IRDAI but an invitation to receive Service Providers response. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal Agreement is signed and executed by duly authorized officers of IRDAI and Service Provider



**Annexure-2 – PBG (PERFORMANCE BANK GUARANTEE) Format**

(on Non-Judicial Stamp Paper of Rs.100.00)

This Deed of Guarantee executed at \_\_\_\_\_ on this day of \_\_\_\_\_ BY \_\_\_\_\_, a Banking Company constituted under \_\_\_\_\_ Act having its Branch Office at

\_\_\_\_\_ (hereinafter referred to as "Bank" which expression shall. unless repugnant to the context and meaning thereof, means and includes its successors and assigns)

**IN FAVOUR OF**

IRDAI., a statutory and regulatory body constituted by an Act of Parliament having its Head Office at Sy No. 115/1, Financial District, Nanakramguda, Gachibowli, Hyderabad – 500032 (Hereinafter referred to as "IRDAI/Purchaser" which expression shall unless repugnant to the content and meaning thereof, means and includes its successors and assigns)

**WHEREAS**

(1) IRDAI is desirous to manage the IRDAI SAP ERP AMC & FIORI Implementation Services (hereinafter referred to as "said works") and has requested \_\_\_\_\_ a \_\_\_\_\_ registered/established/constituted under /by \_\_\_\_\_ Act having its Head Office at \_\_\_\_\_ (hereinafter referred to as "Contractor" which expression shall. unless repugnant to the context and meaning thereof means and includes its successors and assigns) to submit its Bid to execute the said works.

2. The Contractor has submitted his Bid/tender to execute the said works for a total sum of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

3. One of the conditions of the said tender is that the Contractor shall furnish to IRDAI a Performance Bank Guarantee (PBG) for an amount of 3% of the contract value i.e. \_\_\_\_\_ (Rupees only) in favour of IRDAI for the due and faithful performance of the contract in all respects as per the conditions as set forth in the Tender by the Contractor.

4. The Contractor has approached us for issuing a PBG in favour of IRDAI for an amount of (Rupees \_\_\_\_\_ only).

NOW THEREFORE THIS DEED OF GUARANTEE WITNESSETH THAT

1) In consideration of the premises and at the request of the contractor. We \_\_\_\_\_ Bank both hereby irrevocably and unconditionally guarantee to pay to IRDAI, forthwith on mere demand and without any demur, as may be claimed by IRDAI to be due from the contractor by way of loss or damage caused to or would be caused to or suffered by IRDAI by reason of failure to perform the said works as per the said contract.

2). Notwithstanding anything to the contrary, the decision of IRDAI as to whether computer hardware and software have failed to perform as per the contract and go whether the contractor has failed to maintain the computer hardware and software as per the terms of the contract will be final and binding on the Bank and the Bank shall not be entitled to ask IRDAI to establish its claim or claims under this Guarantee but shall pay the same to IRDAI forthwith on mere demand without any demur, reservation, recourse, contest or protest and/or without any reference to the contractor. Any such demand made by IRDAI on the Bank shall be conclusive and binding notwithstanding any difference/dispute between IRDAI and the contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other IRDAI.

3). This Guarantee shall expire at the close of business hours on \_\_\_\_\_ (this date should be the date of expiry of the contract i.e. 4 years from \_\_\_\_\_) without prejudice to IRDAI' claim or claims demanded from or otherwise notified to the Bank in writing on or before the said date i.e., (this date should be date of expiry of Guarantee. i.e. 6 months after end of warranty/contract period).

4). The Bank further undertakes not to revoke this Guarantee during its currency except with the previous consent of IRDAI in writing and this Guarantee shall continue to be enforceable till the aforesaid date of expiry or the last date of the extended period of expiry of Guarantee agreed upon by all the parties to this Guarantee, as the case may be, unless during the currency of this Guarantee all the dues of IRDAI under or by virtue of the said contract have been duly paid and its claims satisfied or discharged or IRDAI certifies that the terms and conditions of the said contract have been fully carried out by the contractor and accordingly discharges the Guarantee.

5). In order to give full effect to the Guarantee herein contained, IRDAI shall be entitled to act as if the Bank is IRDAI' principal debtors in respect of all IRDAI' claims against the contractor hereby Guaranteed by the Bank as aforesaid and the Bank hereby expressly waives all its rights of surety ship and other rights, if any, which are in any way inconsistent with the above or any other provisions of this Guarantee.

6). The Bank agrees with IRDAI that IRDAI shall have the fullest liberty without affecting in any manner the Bank's obligations under this Guarantee to extend the time of performance by the contractor from time to time or to postpone for any time or from time to time any of the rights or powers exercisable by IRDAI against the contractor and either to enforce or forbear to enforce any of the terms and conditions of the said contract, and the Bank shall not be released from its liability for the reasons of any such extensions being granted to the contractor for any forbearance, act or omission on the part of IRDAI or any other indulgence shown by IRDAI or by any other matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so relieving the Bank.

7). The Guarantee shall not be affected by any change in the constitution of the contractor or the Bank nor shall it be affected by any change in the constitution of IRDAI by any amalgamation or absorption or with the contractor, Bank or IRDAI, but will ensure for and be available to and enforceable by the absorbing or amalgamated company or concern.

8). This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation or in substitution of any other guarantee or guarantees heretofore issued by the Bank (whether singly or jointly with other banks) on behalf of the contractor heretofore mentioned for the same contract referred to heretofore and also for the same purpose for which this guarantee is issued, and now existing un cancelled and we further mention that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees heretofore issued by us on behalf of the contractor heretofore mentioned for the same contract referred to heretofore and for the same purpose for which this guarantee is issued.

9). Notwithstanding anything to the contrary contained herein, the Bank further agrees to accept the notice of invocation as a valid claim from the beneficiary of this Guarantee, should such occasion arise, at any of its branches operating in India including the issuing branch on the day of such invocation and if such invocation is otherwise in order.

10). It shall not be necessary for IRDAI to exhaust its remedies against the Contractor before invoking this guarantee and the guarantee therein contained shall be enforceable against us notwithstanding any other security which IRDAI may have obtained from the Contractor at the time when this guarantee is invoked is outstanding and unrealized.

11). Any notice by way of demand or otherwise under this guarantee may be sent by special courier, fax or registered post accompanied by the copy of the guarantee.

12). Notwithstanding anything contained herein: -

a) Our liability under this Bank Guarantee shall not exceed and is restricted to \_\_\_\_\_ (Rs. \_\_\_\_\_ only)

b) This Guarantee shall remain in force up to \_\_\_\_\_ or up to the date extended by renewal of this guarantee.

c) Unless the demand/claim under this guarantee is served upon us in writing before \_\_\_\_\_ or on or before the expiry of six months from the validity date extended by renewal of this guarantee. All the rights of IRDAI under this guarantee shall stand automatically forfeited and we shall be relieved and discharged from all liabilities mentioned hereinabove.

13) The Bank has power to issue this Guarantee under the statute/constitution and the undersigned has full power to sign this Guarantee on behalf of the Bank.

Dated this ----- day of ----- 2021 at

For and on behalf of ----- Bank.

Sd/ \_\_\_\_\_

### Annexure 3 - NDA (Non - Disclosure Agreement) Format

(To be submitted in separate Rs 100 stamp paper)

This confidentiality and non-disclosure agreement is made on the.....day of....., 20...between (Bidder name), (hereinafter to be referred to as “-----”) which expression shall unless repugnant to the subject or the context mean and included its successors, nominees or assigns a company incorporated under the Companies Act, 2013 and having its principal office at .....(address) and INSURANCE REGULATORY AND DEVELOPMENT AUTHORITY OF INDIA (hereinafter to be called “IRDAI”) which expression shall unless repugnant to the subject or the context mean and included its successors, nominees or assigns having its Head Office at ..... (address) on the following terms and conditions:

WHEREAS, in the course of the business relationship between the aforesaid parties, both the parties acknowledge that either party may have access to or have disclosed any information, which is of a confidential nature, through any mode and recognize that there is a need to disclose to one another such confidential information, of each party to be used only for the Business Purpose and to protect such confidential information from unauthorized use and disclosure;

NOW THEREFORE, in consideration of the mutual promises contained herein, the adequacy and sufficiency of which consideration is hereby acknowledged and agreed, the parties hereby agree as follows:

This Agreement shall apply to all confidential and proprietary information disclosed by one party to the other party, including information included in the caption ‘Definitions’ of this Agreement and other information which the disclosing party identifies in writing or otherwise as confidential after disclosure to the receiving party (“Confidential Information”). Information may be in any form or medium, tangible or intangible, and may be communicated/disclosed in writing, orally, electronically or through visual observation or by any other means to one party (the receiving party) by the other party (the disclosing party).

1. DEFINITIONS (a) CONFIDENTIAL INFORMATION means all the information of the Disclosing Party which is disclosed to the Receiving party pursuant to the business arrangement whether oral or written or through visual observation or in electronic mode and shall include but is not limited to trade secrets, knowhow, inventions, techniques, processes, plans, algorithms,

software programs, source code, semiconductor designs, schematic designs, business methods, customer lists, contacts, financial information, sales and marketing plans techniques, schematics, designs, contracts, financial information, sales and marketing plans, business plans, clients, client data, business affairs, operations, strategies, inventions, methodologies, technologies, employees, subcontractors, the contents of any and all agreements, subscription lists, customer lists, photo files, advertising materials, contract quotations, charity contracts, documents, passwords, codes, computer programs, tapes, books, records, files and tax returns, data, statistics, facts, figures, numbers, records, professionals employed, correspondence carried out with and received from professionals such as Advocates, Solicitors, Barristers, Attorneys, Chartered Accountants, Company Secretaries, Doctors, Auditors, Surveyors, Loss Assessors, Investigators, Forensic experts, Scientists, Opinions, Reports, all matters coming within the purview of Privileged Communications as contemplated under Indian Evidence Act, 1872, legal notices sent and received, Claim files, Insurance policies, their rates, advantages, terms, conditions, exclusions, charges, correspondence from and with clients/ customers or their representatives, Proposal Forms, Claim-forms, Complaints, Suits, testimonies, matters related to any enquiry, claim-notes, defences taken before a Court of Law, Judicial Forum, Quasi-judicial bodies, or any Authority, Commission, pricing, service proposals, methods of operations, procedures, products and/ or services and business information of the Disclosing Party. The above definition of Confidential Information applies to both parties equally; however, in addition, without limitation no information that is exempted from disclosure under section 8 or any other provision of Right to Information Act, 2005 shall at any time be disclosed by the Receiving Party to any third party.

(b) MATERIALS means including without limitation, documents, drawings, models, apparatus, sketches, designs and lists furnished to the Receiving Party by the Disclosing Party and any tangible embodiments of the Disclosing Party's Confidential Information created by the Receiving Party.

2. COVENANT NOT TO DISCLOSE The Receiving Party will use the Disclosing Party's Confidential Information solely to fulfil its obligations as part of and in furtherance of the actual or potential business relationship with the Disclosing Party. The Receiving Party shall not use the Confidential Information in any way that is directly or indirectly detrimental to the Disclosing Party or its subsidiaries or affiliates, and shall not disclose the Confidential Information to any unauthorized third party. The Receiving Party shall not disclose any Confidential Information to any person except to its employees, authorized agents, consultants and contractors on a need to know basis, who have prior to the disclosure of or access to any such Confidential

Information agreed in writing to receive it under terms at least as restrictive as those specified in this Agreement.

In this regard, the agreement entered into between the Receiving Party and any such person/s shall be forwarded to the Disclosing Party promptly thereafter. Prior to disclosing any Confidential Information to such person/s, the Receiving Party shall inform them of the confidential nature of the information and their obligation to refrain from disclosure of the Confidential Information. The Receiving party shall use at least the same degree of care in safeguarding the Confidential Information as it uses or would use in safeguarding its own Confidential Information, and shall take all steps necessary to protect the Confidential Information from any unauthorized or inadvertent use. In no event shall the Receiving Party take all reasonable measures that are lesser than the measures it uses for its own information of similar type. The Receiving Party and its Representatives will immediately notify the Disclosing Party of any use or disclosure of the Confidential Information that is not authorized by this Agreement. In particular, the Receiving Party will immediately give notice in writing to the Disclosing Party of any unauthorized use or disclosure of the Confidential Information and agrees to assist the Disclosing Party in remedying such unauthorized use or disclosure of the Confidential Information.

The Receiving Party and its Representatives shall not disclose to any person including, without limitation any corporation, sovereign, partnership, company, Association of Persons, entity or individual (i) the fact that any investigations, discussions or negotiations are taking place concerning the actual or potential business relationship between the parties, (ii) that it has requested or received Confidential Information, or (iii) any of the terms, conditions or any other fact about the actual or potential business relationship.

This confidentiality obligation shall not apply only to the extent that the Receiving Party can demonstrate that:

(a) the Confidential Information of the Disclosing Party is, or properly became, at the time of disclosure, part of the public domain, by publication or otherwise, except by breach of the provisions of this Agreement; or

(b) was rightfully acquired by the Receiving Party or its Representatives prior to disclosure by the Disclosing Party;

(c) was independently developed by Receiving Party or its Representatives without reference to the Confidential Information; or

(d) the Confidential Information of the Disclosing Party is required to be disclosed by a Government agency, is the subject of a subpoena or other legal or demand for disclosure; provided, however, that the receiving party has given the disclosing party prompt written notice of such demand for disclosure and the receiving party reasonably cooperates with the disclosing party's efforts to secure an appropriate protective order prior to such disclosure.

(e) is disclosed with the prior consent of or was duly authorized in writing by the disclosing party.

3. RETURN OF THE MATERIALS Upon the disclosing party's request, the receiving party shall either return to the disclosing party all Information or shall certify to the disclosing party that all media containing Information have been destroyed. Provided, however, that an archival copy of the Information may be retained in the files of the receiving party's counsel, solely for the purpose of proving the contents of the Information.

4. OWNERSHIP OF CONFIDENTIAL INFORMATION The Disclosing Party shall be deemed the owner of all Confidential Information disclosed by it or its agents to the Receiving Party hereunder, including without limitation all patents, copyright, trademark, service mark, trade secret and other proprietary rights and interests therein, and Receiving Party acknowledges and agrees that nothing contained in this Agreement shall be construed as granting any rights to the Receiving Party, by license or otherwise in or to any Confidential Information. Confidential Information is provided "as is" with all faults.

By disclosing Information or executing this Agreement, the disclosing party does not grant any license, explicitly or implicitly, under any trademark, patent, copyright, mask work protection right, trade secret or any other intellectual property right.

In no event shall the Disclosing Party be liable for the accuracy or completeness of the Confidential Information. THE DISCLOSING PARTY DISCLAIMS ALL WARRANTIES REGARDING THE INFORMATION, INCLUDING ALL WARRANTIES WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS AND ALL WARRANTIES AS TO THE ACCURACY OR UTILITY OF SUCH INFORMATION. Execution of this Agreement and the disclosure of Information pursuant to this Agreement does not constitute or imply any commitment, promise, or inducement by either party to make any purchase or sale, or to enter into any additional agreement of any kind.

5. REMEDIES FOR BREACH OF CONFIDENTIALITY (a) The Receiving Party agrees and acknowledges that Confidential Information is owned solely by the disclosing party (or its licensors) and that any unauthorized disclosure of any Confidential Information prohibited herein



or any breach of the provisions herein may result in an irreparable harm and significant injury and damage to the Disclosing Party which may be difficult to ascertain and not be adequately compensable in terms of monetary damages. The Disclosing Party shall in addition to all other remedies available to it at law or in equity, be entitled to obtain timely preliminary, temporary or permanent mandatory or restraining injunctions, orders or decrees as may be necessary to protect the Disclosing Party against, or on account of, any breach by the Receiving Party of the provisions contained herein, and the Receiving Party agrees to reimburse the reasonable legal fees and other costs incurred by Disclosing Party in enforcing the provisions of this Agreement apart from paying damages with interest at the market rate prevalent on the date of breach to the Disclosing Party.

(b) The Receiving Party agrees and acknowledges that any disclosure, misappropriation, conversion or dishonest use of the said Confidential Information shall, in addition to the remedies mentioned above, make the Receiving Party criminally liable for Breach of Trust under section 405 of the Indian Penal Code.

6. TERM This Agreement shall be effective on the first date written above and shall continue in full force and effect at all times thereafter. This Agreement shall however apply to Confidential Information disclosed by the Disclosing Party to the Receiving Party prior to, as well as after the effective date hereof. The Receiving Party acknowledges and agrees that the termination of any agreement and relationship with the Disclosing Party shall not in any way affect the obligations of the Receiving Party in not disclosing of Confidential Information of the Disclosing Party set forth herein. The obligation of non-disclosure of Confidential Information shall bind both parties, and also their successors, nominees and assignees, perpetually.

7. GOVERNING LAW & JURISDICTION This Agreement shall be governed by and construed with solely in accordance with the laws of India in every particular, including formation and interpretation without regard to its conflicts of law provisions. Any proceedings arising out of or in connection with this Agreement shall be brought only before the Courts of competent jurisdiction in Hyderabad.

8. ENTIRE AGREEMENT This Agreement sets forth the entire agreement and understanding between the parties as to the subject-matter of this Agreement and supersedes all prior or simultaneous representations, discussions, and negotiations whether oral or written or electronic. This Agreement may be amended or supplemented only by a writing that is signed by duly authorized representatives of both parties.

9. **WAIVER** No term or provision hereof will be considered waived by either party and no breach excused by the Disclosing Party, unless such waiver or consent is in writing signed by or on behalf of duly Constituted Attorney of the Disclosing Party. No consent or waiver whether express or implied of a breach by the Disclosing Party will constitute consent to the waiver of or excuse of any other or different or subsequent breach by the Receiving Party.

10. **SEVERABILITY** If any provision of this Agreement is found invalid or unenforceable, that part will be amended to achieve as nearly as possible the same economic or legal effect as the original provision and the remainder of this Agreement will remain in full force.

11. **NOTICES** Any notice provided for or permitted under this Agreement will be treated as having been given when (a) delivered personally, or (b) sent by confirmed telecopy, or (c) sent by commercial overnight courier with written verification of receipt, or (d) mailed postage prepaid by certified or registered mail, return receipt requested, or (e) by electronic mail, to the party to be notified, at the address set forth below or at such other place of which the other party has been notified in accordance with the provisions of this clause. Such notice will be treated as having been received upon actual receipt or five days after posting. Provided always that notices to the IRDAI shall be served on the Information Technology Department of the Company's Head Office at Hyderabad may be by RPAD & email.

IN WITNESS WHEREOF THE PARTIES HERE TO have set and subscribed their respective hands and seals the day and year herein above mentioned.

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**(a) for & on behalf of Insurance Regulatory and Development Authority (IRDAI)**

CHIEF GENERAL MANAGER  
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**In the presence**

**of: Witnesses -1:**

**Witnesses -2:**

**(a) for & on behalf of (Bidder NAME)**

CHIEF EXECUTIVE OFFICER  
 -----

**In the presence**

**of: Witnesses - 1:**

**Witnesses -2:**