Deposit Insurance And Credit Guarantee Corporation

Request for Proposal (RFP)

For Testing and Migration Audit

Date: 30th October 2015

This document contains 59 pages

Non-Disclosure Agreement:

All bidders must sign the Non-Disclosure Agreement (NDA) and submit along with the Request for Proposal (RFP). Bidders must comply with all clauses mentioned in the NDA. No changes to the NDA are allowed. The NDA must be executed on the bidder's company letterhead.

The NDA must be signed by the authorized signatory, along with requisite Power of Attorney/ Board Resolution authenticating/ authorizing the signatories of the NDA. If the Power of Attorney/ Board Resolution are not present / submitted along with the NDA, the response to Request for Proposal document will not be evaluated further. Draft of the NDA is as under.

(On Rs.100 Stamp paper)

Strictly Private and Confidential
The General Manager,
Deposit Insurance and Credit Guarantee Corporation,
Project Management Cell,
Reserve Bank of India Building, II Floor,
Opposite Mumbai Central Railway Station,
Mumbai 400 008, India

[Date]

[Salutation]

Confidentiality Undertaking

We acknowledge that during the course of bidding for Request for Proposal (RFP) floated for Testing and Data Migration Audit in DICGC, we shall have access to and be entrusted with Confidential Information. In this letter, the phrase "Confidential Information" shall mean information (whether of a commercial, technical, scientific, operational, administrative, financial, marketing, business, or intellectual property nature or otherwise), whether oral or written, relating to DICGC and its business that is provided to us pursuant to this Agreement.

In consideration of you making Confidential Information available to us, we agree to the terms set out below:

1. We shall treat all Confidential Information as strictly private and confidential and take all steps necessary (including but not limited to those required by this Agreement) to preserve such confidentiality.

2. We shall use the Confidential Information solely for the preparation of our response to the RFP and not for any other purpose.

3. We shall not disclose any Confidential Information to any other person or firm, other than as permitted by item 5 below.

4. We shall not disclose or divulge any of the Confidential Information to any other client of [name of product vendor / implementation partner]

5. This Agreement shall not prohibit disclosure of Confidential Information:
   - To our partners/ directors and employees who need to know such Confidential Information to assist with the bidding of RFP for Testing and Data Migration Audit in DICGC;
   - With your prior written consent, such consent not to be unreasonably withheld
   - To the extent that such disclosure is required by law;

- To the extent that such disclosure is required by any rule or requirement of any regulatory authority with which we are bound to comply; and
- To our professional advisers for the purposes of our seeking advice. Such professional advisors will be informed of the need to keep the information confidential.

6. Upon your request we shall arrange delivery to you of all Confidential Information, and copies thereof that is in documentary or other tangible form, except for the purpose of a disclosure permitted by item 5 above.

7. This Agreement shall not apply to Confidential Information that:
   - Is in the public domain at the time it is acquired by us;
   - Enters the public domain after that, otherwise than as a result of unauthorized disclosure by us;
   - Is already in our possession prior to its disclosure to us; and
   - Is independently developed by us.

8. This Agreement shall continue perpetually unless and to the extent that you may release it in writing.

9. We acknowledge that the Confidential Information will not form the basis of any contract between you and us.

10. We warrant that we are acting as principal in this matter and not as agent or broker for any person, company, or firm.

11. We do not acknowledge that no failure or delay by you in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof or the exercise of any other right, power, or privilege.

12. This Agreement shall be governed by and construed in accordance with Indian law and any dispute arising from it shall be subject to the exclusive jurisdiction of the Mumbai courts.

Yours sincerely

Signature and Stamp of Company

[Authorized Signatory (same as signing the proposal)]

Name:
Position:
Date:
Place:
We have read this Agreement fully and confirm our agreement with its terms.

Request for Proposal for Testing and Data Migration Audit

DICGC invites sealed tenders for Testing and Data Migration Audit Services to be provided to the Corporation. This would include User Acceptance Testing, Performance Testing, Data Migration Audit and Vulnerability Assessment and Penetration Testing for solutions being implemented under the Integrated Application Software Solution project. DICGC is looking for Bidders from reputed companies having previous experience in successfully handling similar assignments for Insurance Companies/Banks in India. The tenure of this contract will be for 5 months for completion of entire scope of work.

Activity Schedule:

The following is an indicative timeframe for the overall process. DICGC reserves the right to vary this timeframe at its absolute and sole discretion and without providing any notice/intimation or reasons thereof. Changes to the timeframe will be relayed to the bidders during the process.

Tender schedule is as follows:

Sr. No.	Activity	Details
1.	RFP Reference & date	Ref: DICGC/IASS/2015/01 Dated: 30th October 2015
2.	Issue of RFP (soft copy)	30th October 2015
3.	Address of Communication and Address for submission of Bid	General Manager Deposit Insurance and Credit Guarantee Corporation Project Management Cell Reserve Bank of India Building , II Floor Opposite Mumbai Central Railway Station Mumbai- 400 008 Maharashtra, India
4.	Last Day and time for receiving queries on Bid	06th November 2015 latest by 3:00 pm
5.	Pre Bid meeting (by pre-registration only)	On 10th November 2015 from 03:00 pm to 04:00 pm at - " Deposit Insurance and Credit Guarantee Corporation Project Management Cell Reserve Bank of India Building, II Floor Opposite Mumbai Central Railway Station Mumbai - 400 008, Maharashtra, India" Only 2 representatives per bidder will be allowed to attend the meeting and the names of the attendees will have to be informed to the mail id as mentioned in point 12 of this schedule, two working days in advance.
6.	Last Date for response from DICGC for Bid queries	All clarifications/results related to this bid will only be communicated through our website – www.dicgc.org.in
7.	Earnest Money Deposit	Rs. 2,00,000/-(Rs. Two Lakhs Only) In the form of a Demand Draft in favour of "Deposit Insurance and Credit Guarantee Corporation" payable at Mumbai

8.	Bid Submission Date & Time	On 24th November 2015 latest by 03:00 pm
9.	Eligibility & Technical Bid opening date/time/ venue	The Eligibility & Technical Bids will be opened by the Tender opening committee of DICGC in the presence of the bidders / representatives who choose to attend on the Bid submission date, 24th November 2015 at 03:30 pm at the above mentioned address
10.	Commercial Bid opening date/time/ venue	The Commercial Bids of the technically qualified bidders will be opened on the notified date by the Tender Opening Committee of DICGC in the presence of the bidders/ their representatives who choose to attend. e-Reverse Auction schedule will be notified on the DICGC website..
11.	Website Address	www.dicgc.org.in
12.	Contact Email-id	Any Mail Communication regarding this RFP must be sent to email-id: dicgcpmc@rbi.org.in only. The subject line must contain "(RFP Reference Number – Ref: DICGC/IASS/2015/01"). Any mail communication not sent as above is likely to get missed for which DICGC will not be responsible.

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Acronyms and Abbreviations

As used in the Document	Description
Authorized Signatory of the bidder	The person authorized through a valid Power of Attorney by the company's Board/ Managing Director/ Director for signing the bid documents on behalf of the company.
Bidder	The organization submitting the proposal who will also be the single point of contact for the Company and single point responsibility for execution of scope and deliverables as required by this Request for Proposal.
Consultant	Entity hired by DICGC to assist in vendor selection and smooth rollout of the Integrated Application Software Solution.
Contract	An Agreement signed between DICGC and the Selected vendor and all the attached documents. The "Agreement" includes the RFP, subsequent modifications to the RFP issued by, response of the selected vendor to the RFP and the agreement document itself.
Corporation	Deposit Insurance and Credit Guarantee Corporation, herein also referred to as 'Corporation'.
L1 Bidder	Bidder whose commercial quote is lowest.
Law	Shall mean any Act, notification, bye law, rules and regulations, directive, ordinance, order or instruction having the force of law enacted or issued by the Central Government and / or the Government of any state / any other Government / regulatory authority.
Personnel	Means professionals and support staff provided by the Bidder and assigned to perform the Services or any part thereof.
Requirements	Shall mean statements which identify a necessary capability, characteristic, attribute or quality of a system and include schedules, details, description, and statement of technical data, performance characteristics, standards (Indian as well as International) as applicable and specified in the RFP.
System Integrator(SI)	System Integrator means the successful bidder who will be awarded the contract for implementing the IASS Project

Abbreviations	
AMC	Annual Maintenance Contract
API	Application Programme Interface
BRC	Bank Registration Cell
COTS	Commercial Off-the-shelf
CRM	Customer Relationship management
CROMS	Clearcorp Repo Order Matching system
CSAA	Control Self-Assessment Audit
CSD	Claims Settlement Department
DAT	Department of Accounting & Taxation
DC	Data Centre
DICGC	Deposit Insurance and Credit Guarantee Corporation
DIT	Department of Information Technology
DMIS	Document Management Information System
DMS	Document Management System
DRS	Disaster Recovery Site
ECS	Electronic Clearing System
EMD	Earnest Money Deposit
ETL	Extract Transform Load
FRS	Functional Requirement Specification
HRMD	Human Resource Management Department
HRMS	Human Resource Management System
HTML	Hyper Text Mark-up Language
IASS	Integrated Application Software Solution

IES	Integrated Establishment System
IGLES	Integrated General Ledger System
IOD	Insurance Operations Department
IPR	Intellectual Property Rights
IRRS	Integrated Rajbhasha Reporting System
LAN	Local Area Network
LBT	Local Body Tax
MIS	Management Information System
NDS OM	Negotiated Dealing System Order Matching
NEFT	National Electronic Fund Transfer
NPV	Net Present Value
ODS	Operational Data Storage
PMC	Project Management Cell
POC	Proof of Concept
PT	Performance Testing
RBI	Reserve Bank of India
RFP	Request For Proposal
RMC	Recovery Management Cell
RPIC	Research, Policy and Information Cell
RPO	Recovery Point Objective
RTGS	Real Time Gross Settlement
RTO	Recovery Time Objective
SD	Secretary's Department
SIT	System Integration Testing

SLA	Service Level Agreement
SOA	Service Oriented Architecture
TBO	Treasury Back Office
TCO	Total Cost of Ownership
TDR	Treasury Dealing Room
UAT	User Acceptance Testing
UML	Unified Modelling Language
VAPT	Vulnerability Assessment and Penetration Testing
VAT	Value Added Tax

1   Instructions to Bidders

1.1. Invitation to Bid

The Deposit Insurance and Credit Guarantee Corporation (hereinafter referred to as "DICGC" or "Corporation") established under DICGC Act, 1961 is a wholly owned subsidiary of Reserve Bank of India (RBI), hereby invites sealed responses (hereinafter referred to as "Bids"), to this Request for Proposal ("RFP") from eligible Bidders for Testing and Migration Audit.

The formulation of the Evaluation Criteria, the conduct of the evaluation of the responses to the RFP and the subsequent selection of the successful bidder(s) will be entirely at the discretion of DICGC and its decision shall be final and no correspondence about the decision shall be entertained.

1.2. Qualification Criteria

Only the bidders who meet all the qualifications mentioned in Annexure 1 "Eligibility Criteria" of this RFP are eligible to participate in the RFP.

1.3. Terms & Conditions

Responding to this RFP and submission of the bid by the Bidder will be deemed as consent from the Bidder to all the terms and conditions mentioned in this RFP document and the contents of the RFP along with the Annexure(s), clarifications issued, if any, will be contractually binding on the bidders. All these terms and conditions and the contents of the RFP along with the Annexure(s), clarifications issued will form the part of the purchase orders/any resulting contracts, to be issued to the successful bidder/s from time to time as an outcome of this RFP Process.

1.4. Cost of Bidding

The bidder shall be responsible for and bear all the costs incurred in connection with participation in the RFP process, preparation and submission of its bid, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/ discussions/ presentations, preparation of proposal, in providing any additional information required by DICGC to facilitate the evaluation process. DICGC will in no case be responsible or liable for any costs, regardless of the conduct or outcome of the bidding process.

1.5. Relationship between DICGC and the Bidders

It is clarified that no binding relationship exists between any of the bidders and DICGC till the execution of a contractual agreement.

1.6. Earnest Money Deposit

Please refer Section 7.14 under "Terms and Condition" for Earnest Money Deposit (EMD) Details.

1.7. Pre-Bid Meeting and Clarifications

a) DICGC shall hold a pre-bid meeting with the prospective bidders as stated in Activity Schedule. Only 2 representatives per bidder will be allowed to attend the meeting and the names of the attendees will have to be informed to DICGC by the prospective bidder through the mail id for correspondence as mentioned in the Activity Schedule above, two working days in advance. Representatives of the bidder(s) attending the pre-bid meeting will have to bring their company Identity Cards at the time of pre-bid meeting for verification. The Bidders will have to ensure that all their queries are submitted in one consolidated mail in a single excel sheet as per the format mentioned in Appendix 8 – Queries on RFP, latest by the date & time mentioned in the Activity Schedule.

b) 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 Activity Schedule. Thereafter, no representations/ queries will be entertained in this regard. Later on if any issue(s) arise DICGC will consider the matter on merits and decide the same, prior to opening of commercial bids.

c) The queries should necessarily be submitted in the format as per Appendix 8 – Queries on RFP to the email id dicgcpmc@rbi.org.in the file size should not exceed 5MB per mail. No other form of communication shall be considered.

d) DICGC will endeavor to provide timely response to all queries. However, DICGC shall not be responsible for ensuring that the bidders' queries have been received. Any requests for clarifications received after the indicated date and time will not be considered by DICGC.

e) At any time prior to the last date for receipt of bids, DICGC may, for any reason, whether at its own initiative or in response to clarifications requested by prospective Bidders, modify the RFP Document by clarifications.

f) The clarifications will be notified to the Bidders on the DICGC Website www.dicgc.org.in. These clarifications (if any) issued by DICGC at any time before the due date of submission of the bid will become a part of the RFP document.

g) DICGC may, at its own discretion, at any time prior to the date of bid submission may extend the date for the submission of Bids.

1.8. Bid Process

For the purpose of the selection of testing service provider, the below bidding process will be followed. The response to the present tender will be submitted in 3 parts, i.e., the Eligibility, Technical Bid and the Commercial Bid through the 'e- Auction' based reverse bidding process. The bidder will have to submit the separate 'Eligibility', 'Technical Bid' & 'Commercial Bid' within the stipulated date and time in the prescribed formats.

'Eligibility' will contain details of the minimum criteria to be fulfilled by the bidder to be eligible for the technical evaluation. The 'Technical Bid' will contain the exhaustive and comprehensive technical details, whereas the 'Commercial Bid' will contain the pricing information. The Technical Bid shall NOT contain any pricing or commercial information at all and if the Technical Bid contains any price related information, then that Bid would be disqualified and would NOT be processed further.

1. Step 1 – Eligibility criteria of all the bidders along with the Technical Bids will be opened. The Eligibility criteria along with all the supporting documents will be evaluated. EMD and NDA details and supporting will be verified as part of this step. The eligibility of the bidders will be evaluated and the bidders meeting all eligibility criteria would be announced.

2. Step2 - The Technical Bids of bidders meeting all the eligibility criteria will be evaluated. All Technical Bids that contain the necessary information supported by the documents sought in the RFP will be taken up for the evaluation. In this step, the bidders' Technical responses will be evaluated and given a score as per the evaluation matrix (refer Section-8 of this RFP for the evaluation process).

   The Bidder needs to achieve a cut – off score 70% of the Total Score for the Technical Proposal Evaluation independently to be eligible for commercial evaluation. In the event only one Bidder qualifies DICGC will have the right to open the commercial bid of that single qualified Bidder or also consider the next closest bidder for commercial evaluation subject to that bidder scoring a minimum of 60% score. In the event that none of the Bidders qualify, then DICGC at its discretion may choose to select two Bidders who have achieved the top 2 scores to qualify for the next stage subject to both bidders scoring a minimum of 60% score. The decision of DICGC shall be final and binding in this regard.
   Technical Scores of the qualifying bidders will not be disclosed to any of them.

3. Step 3 – Commercial Bids will be opened and evaluated only for the qualified bidders based on the Technical bid evaluation (as mentioned above). The Commercial bids of non-qualified bidders will not be opened & returned back to bidder.
   The Shortlisted bidders will be invited to put in the commercial bid through the "e-Auction Based Reverse Bidding Process".
   L1 bidder will be declared as the successful bidder. DICGC will inform the successful bidder.

1.9. Instructions for bid Submission

The bids shall be arranged in four parts viz. EMD and NDA, Eligibility, Technical and Commercial Bid. Each –EMD and NDA, Eligibility, Technical and Commercial - shall be submitted in separate sealed envelopes super-scribing:

1. "Bid Security Letter for EMD and Draft for RFP Ref: DICGC/IASS/2015/01 dated: 30th October 2015

   For

   Deposit Insurance and Credit Guarantee Corporation – Testing and Migration Audit

   SUBMITTED BY _____ (Bidder's Name)" at Mumbai, Due Date_____"

   on top of the envelope containing the bid security letter and the draft along with the signed copy of the NDA.

2. "ELIGIBILITY BID for Testing and Migration Audit for RFP Ref: DICGC/IASS/2015/01 dated: 30th October 2015

   For

   Deposit Insurance and Credit Guarantee Corporation – Testing and Migration Audit

   SUBMITTED BY _____ (Bidder's Name)" at Mumbai, Due Date_____"

   on top of the envelope containing the Eligibility Proposal.

3. "TECHNICAL BID for Testing and Migration Audit for RFP Ref: DICGC/IASS/2015/01 dated: 30th October 2015

   For

   Deposit Insurance and Credit Guarantee Corporation – Testing and Migration Audit

   SUBMITTED BY _____ (Bidder's Name)" at Mumbai, Due Date_____"

   on top of the envelope containing the Technical Bid.

4. "COMMERCIAL BID for Testing and Migration Audit for RFP Ref: DICGC/IASS/2015/01 dated: 30th October 2015

   For

   Deposit Insurance and Credit Guarantee Corporation – Testing and Migration Audit

   SUBMITTED BY _____ (Bidder's Name)" at Mumbai, Due Date_____"

   on top of the envelope containing the Commercial Bid.

5. These separate sealed envelopes should be put together in another sealed envelope super scribing:

   "BID for Testing and Migration Audit for RFP Ref: DICGC/IASS/2015/01 dated: 30th October 2015

   For

   Deposit Insurance and Credit Guarantee Corporation – Testing and Migration Audit

   SUBMITTED BY _____ (Bidder's Name)" at Mumbai, Due Date_____"

<u>A copy of the Commercial Bid masking the prices (masked Annexure-4) is to be submitted along with the Technical Bid.</u>

<u>Please Note that Prices must not be indicated in the Technical Bid but should only be indicated in the Commercial Bid, failing which the Bid may be rejected.</u>

The proposals shall be addressed and submitted to:

Ms Molina Choudhary,
Deposit Insurance and Credit Guarantee Corporation
Project Management Cell
Reserve Bank of India Building, 2nd Floor,
Opp. Mumbai Central Railway Station, Byculla,
Mumbai - 400 008, Maharashtra, India

The proposals arranged as mentioned above, are to be dropped at the above mentioned address with Ms. Molina Choudhary, before the due date & time as specified. The proposal submitted anywhere else is liable to be rejected.

It may be noted that all queries, clarifications, questions etc., relating to this RFP, technical or otherwise, must be in writing only and should be to the nominated point of contact.

a. All the envelopes should indicate clearly the name, postal address, telephone number, E-mail ID and fax number of the bidder.

b. All hardcopies of the bid must be spirally bound and pages should be serially numbered.

c. The hardcopies of the bid (all documents and Annexures submitted as a part of bid or called for by DICGC) must be duly signed on each page and stamped on each page. Bid shall be signed by the Bidder or a person duly authorized to bind the Bidder to the Contract. Authorization by the bidder for the signatory shall be in form of a Power of Attorney or a duly certified copy of the Board resolution appointing the authorized signatory. The person signing the bid shall sign all pages of the bid, except for an un-amended printed literature.

d. The bid may be treated as legally void and will be rejected if:
   I. Bid is not signed by the duly authorized person or
   II. Bid submitted is unsigned or partially unsigned or
   III. Scanned bid is submitted

e. By submitting a signed bid, the bidder's signatory certifies that in connection with this RFP:
   o The bidder's organization or an agent of the bidder's organization has arrived at the technical offer and prices in its bid without consultation, communication or

agreement with any other respondent or with any competitor, with a view to restrict competition,

o The prices quoted in the bid have not been knowingly disclosed and will not be knowingly disclosed by the bidder's organization or by any agent of the bidder's organization, directly or indirectly, to any other respondent or to any competitor.

o No attempt has been made or will be made by the bidder's organization or by any agent of the bidder's organization to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

1.10. Language of Bid

The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and DICGC shall be in English language.

1.11. Bid Currencies

Prices for all the components shall be quoted in Indian Rupee (INR). The Bids in currencies other than INR will be rejected.

1.12. Arithmetical Errors

The Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words shall prevail. If the bidder does not accept the correction of errors, its bid will be rejected and its EMD may be forfeited.

1.13. Documents Required for Bid Submission

The Bidder's proposal must effectively communicate their proposed approach and be formatted in the specified formats in order for DICGC to assess the alternatives. The proposal should contain the details as requested in this RFP. Kindly refer to the below checklist points:

- The EMD and NDA shall be organized and submitted as per the following sequence:

Sr. No.	Document Reference	Document Title
1.	Appendix 4	Bid Security Letter for EMD
2.	As provided above in this RFP	Non-Disclosure Agreement (NDA)

- The Eligibility shall be organized and submitted as per the following sequence:

Sr. No.	Document Reference	Document Title
1.	Appendix 2	Bidder Details
2.	Appendix 9	Adherence to Eligibility Criteria
3.	Free format	Relevant supporting based on the eligibility criteria defined as part of Annexure 1

- The Technical Bid shall be organized and submitted as per the following sequence:

Sr. No.	Document Reference	Document Title
1.	Appendix 3	Technical Offer Cover Letter
2.	Appendix 6	Conformity to Hardcopy Letter
3.	Appendix 7	Conformity Letter
4.	Appendix 10	Execution Experience
5.	Appendix 11	People Deployment Plan
6.	Appendix A & B under Annexure 6	Reverse Auction Compliance
7.	Annexure 4	Commercial Bid (Masked)

- The Commercial Bid shall be organized and submitted as per the following sequence:

Sr. No.	Document Reference	Document Title
1.	Annexure 4	Commercial Bid Details (unmasked)

All the relevant pages of the bids (except literatures, datasheets and brochures) are to be numbered and be signed by authorized signatory. The number should be a unique running serial number across the entire document.

The bidder has to submit a soft copy of the entire proposal in a CD. It should be noted that in case of any discrepancy in information submitted by the bidder in hard-copy and soft-copy, it will be the discretion of DICGC to give precedence to either soft or hard copy. However, in case of non-submission of any document, if the same is found submitted in the soft-copy, Corporation reserves right to accept the same at its own discretion.

1.14. Procedure for opening of the Bids

Bids received within the specified closing date and time in the Activity Schedule will be opened in the presence of bidders' representatives (maximum two representatives per bidder in each of the bid openings) who choose to attend the opening of the bids on the specified date, time and venue as given in the Activity Schedule.

a. The date and venue of the opening of the bids shall be as per the Activity Schedule. The outer sealed Envelope shall be opened by DICGC in the presence of the bidders/their authorized representatives who choose to attend, as per the activity schedule.

b. The commercial bids of technically short listed bidders will be opened by DICGC in the presence of the bidders/ their authorized representatives who choose to attend.

c. The representatives of the bidders should carry the photo identity card or a letter of authority bearing a photograph from the bidder organization to identify their credentials for attending the opening of the commercial bids.

2 Introduction

2.1 About the Corporation

Deposit Insurance and Credit Guarantee Corporation (DICGC) established under DICGC Act, 1961 is a wholly owned subsidiary of Reserve Bank of India (RBI). As a part of its statutory responsibility, the Corporation insures all the deposits in banks across India subject to various terms and conditions as contained in the DICGC Act and the Rules and Regulations made there under. DICGC mission is 'to contribute to financial stability by securing public confidence in the banking system through provision of deposit insurance, particularly for the benefit of the small depositors' and in its pursuit be recognized as one of the most efficient and effective deposit insurance providers, responsive to the needs of its stakeholders.

Deposit Insurance and Credit Guarantee Corporation ("DICGC") hereinafter also called "The Corporation", intends to issue this 'RFP for Testing and Migration Audit' document, hereinafter called 'RFP', to the vendors/bidders, hereinafter called "Bidder".

DICGC has appointed a System Integrator viz. Wipro Ltd. for provision of an end to end enterprise IT solution implementation, maintenance and support services to DICGC.

2.2 Scope Overview

a. The selected Bidder will have to work closely with the System Integrator and DICGC in conducting User Acceptance Test (functional testing) on the end to end solution to be implemented, performance testing, conducting data migration audit and validation and Vulnerability Assessment and Penetration Testing (VAPT).

b. The duration of the project would be 5 months for completion of the entire scope as defined in the RFP. (Refer section 4 and section 7.2 of this RFP for details). However, any extension in the project period beyond the scope of work will be on time & material basis as per the rate quoted in commercial bid.

c. As of now, DICGC have proposed only one product i.e. "Deposit Insurance", which will be developed and deployed by the system integrator and in future DICGC can propose for the implementation of "Credit Guarantee" product.

d. The list of applications for which the Bidder is expected to conduct the UAT, Performance Testing, Migration Audit and VAPT has been specified in section 4.1 of this RFP.

e. The selected Bidder shall be required to independently carry out following type of Testing Requirement:-

    1. Functional testing

     a.   Review test result of System Integration Testing (SIT)

     b.   User Acceptance Testing (UAT)

2. Performance Testing

3. Data Migration Audit and Validation

4. Vulnerability Assessment and Penetration Testing (VAPT)

f. Primary objectives of the testing are as follows:

1. IASS are implemented as per the functional requirements documents in requirement documents/artifacts.

2. IASS satisfy the performance criteria as laid down in acceptance criteria.

3. IASS satisfy the maximum load criteria as laid down in acceptance criteria.

4. Check whether the current hardware/software specification will be scalable as per the business requirements.

5. To make sure that Core Insurance Application is seamlessly integrated with other applications which are part of DICGC-IASS.

6. Data is migrated correctly and is available in IASS.

7. To provide an assurance that data requirements for the new system have been appropriately identified and documented.

8. Identify potential threats to solutions and determine security weakness.

3   Detailed Scope of Work

The selected bidder to perform a comprehensive User Acceptance Test, performance testing, conduct data migration audit and validation and Vulnerability Assessment and Penetration Testing (VAPT) for the applications, modules, processes, and interfaces specified in section 4.1.

The Bidder is expected to conduct a standalone as well as integrated testing for all the identified applications/modules planned to be deployed.

The following activities are to be carried out:

a.   Test scenario and test case creation
b.   Execution of test cases and test scenarios
c.   Modification of scenario and cases based on review from business teams
d.   Configuration of testing tools
e.   Creation of test data
f.   Submission of all relevant reports
g.   Participate in regular review meetings on project status update

The bidder needs to propose tools as required for testing (performance, data migration and VAPT), as a part of its technical proposal and factor the commercial impact as part of its commercial bid.

3.1   User Acceptance Testing (Functional Testing)

As part of the user acceptance testing (UAT) exercise, following are the key indicative activities that the Bidder is expected to perform:

1.   Development of suitable testing strategy and methodology with supporting processes and templates and develop test data
2.   Development of a Quality Plan including the entry and exit criteria for the testing and classification/prioritisation for the test scenarios and test cases
3.   Monitoring and managing entry and exit criteria for various phases in testing
4.   Development of test calendars (encompassing day ends, month ends, quarter ends, year ends)
5.   The Bidder is expected to conduct a traceability assessment between the FRS and other related requirement documents with the Test cases
6.   Prepare regression testing packs
7.   Prepare sanity test packs
8.   Development of business test case scenarios with related test cases, scripts and test data to execute the entire UAT
9.   Conduct individual application testing for the IASS, modules, processes, interfaces as stated in the scope for UAT
10.   Conduct integration testing of the IASS for all applications, modules, processes, and interfaces as stated in the scope for UAT

11. The UAT exercise conducted by the Bidder should cover the following and should be in conformity with:
    a. Tender document floated by the Corporation (Functional Specifications) and subsequent addendums (a copy of the System Integrator RFP has been provided along with this RFP)
    b. Functional Requirement Specifications (FRS) or SRS
    c. Corporation's existing products and processes
    d. Business Requirements document
    e. Any customized codes and work around agreed by the Corporation.
12. Daily, weekly status reporting on the UAT including testing dashboards
13. The Bidder is required to review the System Integration Testing (SIT) results that would be shared by the System Integrator. The Bidder is expected to provide comments, recommendations and feedback on the documents as shared
14. Record the test results against the tested cases and match those with expected results
15. The testing should be conducted in compliance with the Quality Plan developed by the Bidder and approved by DICGC
16. Follow-up with the System Integrator for failed cases, re-testing and follow-up of the same to closure
17. Point out gaps, errors, bugs during testing as well as post go-live
18. *Post Go Live Support* - The Bidder is expected to conduct the testing of the ALL the patches, customisations, new functionalities and releases provided by the System Integrator for a period of 2 months from Go Live. Document the gaps, errors and bugs observed during testing
19. The Bidder is expected to test the bug fixes provided by the System Integrator based on those observed in the production environment, post go-live
20. Maintain a track of errors, bugs and customization request and their resolution in the mandated tool by the Corporation with appropriate descriptions and supporting documentation
21. Explain the bugs, errors and gaps to the Corporation or their representative/consultant and System Integrator/ application vendors
22. Provide detailed analysis of the testing tasks completed/risks/mitigation/learning and key highlights. This will be presented and shared with the core teams and senior management
23. Provide a UAT report encompassing the test results and recommendations by the Bidder
24. Sign – off on the user acceptance test resolutions and report
25. Provide UAT Completion report for each application/module/process by each phase of the project with recommendations and get sign off from appropriate stakeholders
26. Provide a User Acceptance Testing (UAT) completion certificate
27. Submit all documents on methodology, strategy, test scripts, test cases, test documentation, customization requests, solution etc. to the Corporation.

UAT will be kicked off after confirmation of 90% of cases passing (or as may be agreed with DICGC prior to kick off of UAT) as a part of the sanity testing.

UAT acceptance and sign off criteria will have to be detailed in the testing strategy document in consultation with DICGC and its representatives /consultants.

Indicative acceptance criteria for UAT are as below:

Stage	*Acceptance Criteria
Sanity	90% of sanity test cases passing
UAT Round 1	95% of all test cases passing
UAT Round 2	95% of all test cases passing
UAT Round 3	98% of test cases passing

*The acceptance criteria for all business critical functions having financial implications will be 100%.

The above tabulated acceptance criteria will be mutually agreed between DICGC and the successful bidder during the test planning stage.

The bidder should ensure acceptance through creation of relevant test scenarios, testing /retesting of test cases, regular follow ups with system integrator and timely reporting of issues.

3.2   Performance Testing

As part of the performance testing exercise, following are the key indicative activities that the Bidder is expected to perform:

1. Development of strategy for performance/load testing.
2. Meet with the stakeholders and understand the preparation activities carried out such as test runs, data population, and data types.
3. Plan the Test Design with DICGC and SI. Finalize the load profile and plan for a Transaction Per Second (TPS) volume to be achieved.
4. Obtain and review the descriptions for the various parameters to be evaluated in the course of the performance test.
5. Identify and agree the various test cases to be conducted during the performance benchmark and the associated test environments.
6. Prepare the test scripts for execution.
7. Setup the tool for performing the tests and agree on the schedule of tests.
8. To check whether the current hardware/software specification will be scalable as per the business requirements.

9. Perform tests to determine the systems behavior under both normal and anticipated peak load conditions.

10. Identify areas for tuning and re-verify them once the issues have been fixed by the SI. This will be an iterative activity.

11. The outcome of the performance tests should provide details of:

    a. Response time of Transaction

    b. Number of Successful / Failed Transactions

    c. TPS that is achieved from execution of performance testing for applications

    d. The server KPI (Key Performance Indicators) details collected during the test runs

    e. Inferences and recommendations for performance improvements, if any

3.3 Data Migration Testing and Validation

1. Bidder is required to do the data migration audit to ensure that the data migrated is exactly as per the data in the existing systems/files/softcopy etc. i.e. proper reconciliation between the input for data migration to the actual data migrated, errors if any should be pointed out and addressed before the go-live.

2. The bidder is expected to audit the data migration carried out by Wipro Ltd and provide an assurance for the accuracy, integrity, conformity and completeness of the data migrated from Source Systems to the Target System.

3. Migration audit – Migration data is to be audited and certified that movement is accurate. Approach for migration audit is to be submitted as part of the response to the RFP.

4. Master data migration testing to be done by bidder.

5. Provide an assurance that sources for data have been appropriately identified and documented by understanding and validating information such as system source files, manual forms (if any used), new data collected for the Target System, data mapping document etc.

6. The bidder must understand and validate the data migration related documentation such as approved data migration plan, master data requirements, transaction data requirements, historical data requirements (such as historical balances) etc.

7. Bidder should formulate and share a data migration audit plan with DICGC, incorporating activities to be covered as a part of data migration audit. The plan should incorporate, but not be limited to, the below indicative stages:

    a. Data migration strategy and methodology

    b. Data migration scope

    c. Data migration work plan

    d. Data testing approach

8. Data Migration Tool: Bidder to bring and use an automated data migration audit tool configured to suit the data audit requirements at DICGC. The cost of any such tool to be used should be a part of the Bidders' commercial bid.

9. Bidder is expected to understand and validate the mapping of source data fields to destination data fields defined by Wipro Ltd.

10. The bidder is expected to understand and verify the integrity of data extracted from the Source Systems and the data cleansing rules/methodologies adopted by Wipro Ltd.

11. Bidder is expected to verify the integrity and correctness of the source data, reconciled and uploaded into the Target System, identify the gaps in the data migration and provide a 'Migration audit report' stating the gaps identified in the data migration audit.

12. Perform a recurring gap analysis and ensure that all the gaps/discrepancies identified in the 'Migration Audit Report' are rectified by Wipro Ltd. The gap analysis may require to be repeated until all errors identified are closed.

13. The bidder is expected to provide a 'Final Compliance Report' to certify the quality of data, efficiency of data migration process, and stability of the data environment.

14. The 'Final Compliance Report' submitted by the bidder should also provide assurance on the completeness and accuracy of critical data elements such as those related to the transactions.

3.4 Vulnerability Assessment and Penetration Testing (VAPT)

The Bidder is expected to conduct a VAPT of the deployed solution at the Data Centre and the Disaster Recovery Site. The IT infrastructure and application details have been provided in Annexure 3.

1. The scope of VAPT includes:

a. Vulnerability Assessment

Vulnerability Assessment is to be performed to assess the vulnerabilities of the setup residing on the network by using various tools. The Bidder is expected to conduct the testing across the web, application, database, network and security layers. Vulnerability Assessment should cover:

- Operating System Layer
- Application Layer
- Database Layer

b. Attack and Penetration (External Assessment) – Internet, Extranet

Bidder should exploit vulnerabilities in a manner that provides a live test of the data security. The sole aim should be to gain entry into the critical systems, which serves to heighten the security awareness to the management. This shall be referred to as the 'Attack and Penetration' review. Below is a list of minimum set of activities to be performed:

- Firewall and Router Configuration Reviews
- VPN Configuration Reviews
- Server Configuration Reviews
- Password Security
- Virus, Hostile, and Malicious Code Security
- General System Security
- General Network Security

- Remote Access Security
- DOS (Denial of Service Attacks)

2. In conjunction to the above activities the following are the minimum set of activities that need to be performed by the Bidder as part of the Vulnerability Assessment and Penetration Testing (VAPT) Activity:

   a. Port scanning of the servers, network devices and security devices/applications.
   b. Penetration Testing (Internal and External)
   c. Analysis and assessment of vulnerabilities of entire network.
   d. Network traffic observation for important and confidential information like username, password flowing in clear text.
   e. Comprehensive scanning of all IP address ranges in use to determine vulnerabilities that may exist in network devices & servers, and to review all responses to determine if any risks exist.
   f. Use vulnerability scanners to scan the critical/network devices and servers to determine vulnerability exists.
   g. Search for back door traps in the Operating Systems.
   h. Check for the known vulnerabilities in the Operating Systems and applications like Browser, E-Mail, Web Server, Web Application Server, and FTP etc.
   i. Review of specific controls against Web Defacing and of uploading of Trojan/ Virus/ Malware/ Spyware etc. and Web Servers and further spread of the same to clients/ connected machines.
   j. Attempt to guess passwords using password cracking tools.
   k. Check for unnecessary services / applications running on network devices and servers
   l. Unauthorized access into the network and extent of such access possible
   m. Unauthorized modifications to the network and the traffic flowing over network
   n. Web defacing, SQL Injection, Cross Site Scripting, Information Leakage, Cookie handling, IP Spoofing, Buffer overflow, Session hijacks, Farming, Phishing etc.
   o. Extent of information disclosure from the network.
   p. Spoofing of identity over the network.
   q. Controls against possibility of denial of services attacks.
   r. Effectiveness of Virus Control systems in E-mail gateways.
   s. Control over network access points.
   t. Possibility of traffic route poisoning.
   u. Checking Spanning Tree Topology, check whether all Switches are free from Spanning loops.
   v. Bridging, Root bridges, designated port, root ports.

w. Checking Fault tolerance.

x. MAC Spoofing.

y. Checking the Port duplex and speed setting, whether it is auto/half/full.

Verification of Network Devices for any security threats including:

a. Denial of Service (DoS) Attacks, Distributed Denial of Service (DDoS), spoofing, DNS poisoning, Loki etc.

b. Checking for all known Viruses, Trojans, Root Kits, Worms etc. & protection thereof.

c. Checking of VLAN architecture and Security measures

d. Communication Controls

e. TCP Ports

f. Firewall /ACLs (Access Control List)

3. The bidder should also review the application controls and check whether a user in any unauthorized or unauthenticated manner perform privilege escalation, get unauthorized access, view messages in data transmission, have access to other users sessions, have access to master data etc.

4. Final Compliance Review

The Bidder shall need to ensure that the rectifications made by the System Integrator based on the initial Bidder findings have been retested by the Bidder. After resolution of the areas where DICGC was initially non-compliant, the Bidder shall perform final compliance review and furnish the final VAPT report. The activity as mentioned above will have to be iterative.

The bidder is expected to follow the process that has been defined below.

Activities	Responsibility
Conduct VAPT	Bidder
Share report of VAPT with findings, recommendations and suggestions	Bidder
Implement the recommendations of the bidder	System Integrator
Conduct Post Review/Audit Compliance (iterative)	Bidder
Share final detailed review report	Bidder
Share executive summary	Bidder

5. Deliverables expected from the Bidder

Final compliance report for VAPT based upon DICGC's compliance to the recommendations made by the Bidder along with analysis of the findings and guidance for resolution of the same.

Broadly the VAPT Report should encompass the below points:

A. Gaps, Deficiencies, Vulnerabilities observed in the review. Specific observations should be given indicating name and important address of equipment.
B. Risk associated with Gaps, deficiencies, vulnerabilities observed.
C. Analysis of vulnerabilities and issues or concerns.
D. Recommendations for corrective action.
E. Category of Risk. Very High/ High/Medium/ Low.
F. Summary of review findings including identification tests, tools used and results of test performed during VAPT.
G. Report on review covering compliance status of the Review.
H. Operational audit guidelines with suitable verification procedures so that continuous effectiveness of the controls can be verified during periodic internal audits/ IS audit assignments

All observations should be thoroughly discussed with DICGC before finalization of report.

3.5 Key Deliverables
Mentioned below are the key deliverables as per various testing phases:

Sr. No.	Phase	Deliverables
1.	Test Planning	Test Strategy & Test plan document
2.	Test Design(Test case Preparation)	• Test scenario/case document • Test scripts (Automation & Performance) • Run Plan(with expected results) • Status Reports

Sr. No.	Phase	Deliverables
3.	UAT Rounds (all applications)	- Test results - Daily status report - Weekly status report - Defect Report - Updated Traceability Matrix - Final test summary report and UAT Sign-off
4.	Data Migration Testing	- Data Migration Audit Plan - Data Migration Audit Report - Final Compliance Report
5.	Performance Test	Performance test report
6.	Vulnerability Assessment and Penetration Testing	- Test Methodology - Management Summary with overall severity graph - VAPT Report

All deliverables including the test case scenarios for testing, test cases, test data and test scripts, reports etc. will be the property of DICGC.

4   Project Duration

The Testing period will be for a total of 3 months. Out of the 3 months, 1 month will be for test planning, test case preparation and 2 months for functional testing, PT, Data Migration Audit and VAPT post which the applications have to go -live.

Post the go-live bidder will have to provide post production support for all the subsequent patches and new releases for the defects resolution and additional requirements. This support will have to continue for 2 months post go-live.

Following are the timelines vis-à-vis the activities that the Bidder is expected to perform:-

Phase	Timeline
Test Strategy, Test Planning, Test Case Preparation	1 Month from the date of intimation by DICGC
UAT, PT, Data Migration Audit and VAPT	Within 2 Months of the readiness of the environments and applications for testing
Post Production: Post Go- Live	2 Months from the date of go-live

The Bidder is expected to adhere to this timeline and adequately factor the resource requirements. The delivery dates for the above may change based on the delivery of the application by the System Integrator, however the duration of each task expected from the bidder will remain the same.

At least 10 days' notice will be given by DICGC to the successful bidder before the commencement of each Phase as mentioned in the table above.

Corporation may if required extend the services of the bidder beyond the period of the contract during the testing/post go-live phase, either wholly or on a predetermined man-month rate basis for specific expertise areas as provided in Annexure 4-Commercial Bid , Part-II. The bidder is required to submit separate information on the man month rate under Part-II of the Commercial Bid, at which the bidder is willing to carry out any engagement beyond the scope of work. This information has to be submitted along with the certified copies of the Commercial Bid on conclusion of the 'e-auction'. The rates as provided by the bidder as a part of the commercial bid should be valid, for 1 year from the date of signing of the contract.

4.1 Applications/Modules

This Implementation phase would contain the following functions/modules. The details of the expected tests to be conducted on the applications are also provided below:

Sr. No.	Application / Functions	Application Name	OEM
1.	Core Application	MFInsure	Gradatim Ltd
2.	Workflow Module with Rules	Omni Flow	Newgen
3.	Treasury	Horizen- Chellasoft	Chella Software Pvt. Ltd
4.	General Ledger System	Infor SunSystems Infor CPM Budgeting & planning	Astral
5.	Operational Data Store	SSRS	Wipro Ltd
6.	Portal	Gradatim	Gradatim Ltd
7.	Single sign on (SSO)	e-Directory	Wipro Ltd
8.	Enterprise Service bus(ESB)	Red Hat JBOSS FUSE	Wipro Ltd
9.	Document Management System	Omnidocs/ Omniscan	Newgen

The bidder is expected to conduct the UAT, PT, Data Migration Audit and VAPT of all the above said 'Applications, modules, data migrated as per the stipulated phases.

The Corporation shall provide 10 days prior notice of any changes in the project schedule. The Bidder shall be expected to mobilize their team in such time.

5   Service Levels to be met by the Bidder

Sr. No.	Tasks	Timeline
A	User Acceptance Testing	
1	Furnishing of Testing methodology/strategy document with supporting processes and templates	Within 15 days from date of intimation by DICGC.
2	Test scenarios, Test cases, Test data, and Test scripts	Within 30 days from date of intimation by DICGC
3	Defect Log updation and maintenance	Daily during the entire duration of testing till the time all the defects raised, mentioned in the "Defect Log" have been corrected and tested with 100% success rate
4	Final Test Summary Report	1 week from the date of confirmation from the SI on closure of all defects
B	Performance Testing	
1	Test Plan and Test Methodology	Within 30 days from date of intimation by DICGC
2	Test Scripts and Run Plan	Within 40 days from date of intimation by DICGC
3	Performance Test Report	Within 2 weeks of completion of performance testing
C	Data Migration Audit	
1	Test Plan and Test Methodology	Within 20 days from date of intimation by DICGC
2	Migration Audit Report	Within 2 weeks of the SI confirming completion of data migration process
3	Final Compliance Report	Within 1 week of the SI confirming that gaps mentioned in the 'Migration Audit Report' have been corrected
D	Vulnerability Assessment and Penetration Testing	
1	Test Methodology	Within 20 days from date of intimation by DICGC
2	VAPT Report	Within 2 weeks of completion of the testing

The timeline for all the above would be finalized at a later stage based on the mutually agreed project plan.

6 Payment terms

The Bidder shall be bound to accept the payment terms proposed by the Corporation. The commercial bid submitted by the Bidder must be in conformity with the payment terms proposed by The Corporation. Any deviation from the proposed payment terms would not be accepted. The Corporation shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Corporation.

The Bidder is expected to provide the price details in the Annexure 4– Commercial Bid.

	Milestone		
A.	Functional Testing		% of Functional Testing Cost
1	Testing Phase	Acceptance and signoff by DICGC on the test strategy, test methodology/approach, test plan, test scenarios, test cases and test data.	10%
2		Successful completion of User Acceptance Testing and signoff on the UAT report by DICGC.	50%
3	Post Go-Live Phase	At the end of 2 months from Go Live	40%
B.	Performance Testing , Data Migration Testing and VAPT		
1	Completion of Performance Testing (PT) and acceptance of associated reports		100% of cost for PT
2	Completion of Migration Data Testing and Audit and acceptance of associated reports		100% of cost for data migration
3	Completion of VAPT and acceptance of associated reports		100% of cost for VAPT

6.1 Other Payment Terms

1. The successful bidder recognizes that all payments to the bidder under this RFP and subsequent agreement are linked to and dependent on successful achievement and acceptance of milestones / deliverables / activities set out in the project plan and

therefore any delay in achievement of such milestones / deliverables / activities shall automatically result in delay of such corresponding payment.

2. Prices payable to the successful Bidder will be fixed as derived from the Final L1 quote quoted through e-Auction Based Reverse Bidding Process and it will be inclusive of all applicable taxes except Service Tax/GST etc. The Bidder will need to provide the details for the tax rates as considered in the pricing. Prices once fixed will be valid for 1 year from the date of signing of the contract.

3. Escalation of Costs: The bidder will in no circumstance be entitled to any escalation of costs or price of any material / items supplied or services tendered under the contract. The prices will not be subject to variation on any account.

4. Octroi incurred until delivery of the contracted services to DICGC, if any, will be reimbursed only at actual on production of appropriate receipts within 15 days of such tax payment to the respective authorities by the Bidder.

5. DICGC will deduct taxes from the amounts due and payable to the successful Bidder wherever applicable. DICGC will provide the Bidder with the statement of any taxes deducted by DICGC on payments under the contract. The Bidder agrees to reimburse and hold DICGC harmless from any deficiency including penalties and interest relating to taxes including recovery of any tax retrospectively that are its responsibility under this clause. For purposes of the contract, taxes shall include taxes incurred on transactions between DICGC and the Bidder.

6. If there is any variation (upwards or downwards) in the tax rates, the benefit or burden arising from such change will be passed on to the Corporation.

7 Terms and Conditions

7.1 General Terms & Conditions

1. The following are the general terms and conditions proposed to be included in the Contract. DICGC reserves the right to add, delete, modify or alter all or any of these terms and conditions in any manner, as deemed necessary before signing the final agreement.

2. DICGC reserves the right, to waive / modify any of the requirements or conditions of this RFP through addenda and corrigenda that may be issued. Bidder will have to comply with such revised requirements or conditions.

3. The selected Bidder will have to enter into a contract agreement directly with DICGC. The contract agreement will contain various terms and conditions relating to payment, delivery, training, commissioning & acceptance, support, penalty due to delay in performance etc. All the diagrams, drawings, specifications and other related literature & information, provided by the Bidder and agreed to by DICGC, will also form a part of the agreement.

4. The successful Bidder should initiate work on the project within 10 days of Intimation by DICGC.

5. The bill for the services rendered should be furnished along with the prices thereof as per the terms and conditions contained in this document. The successful Bidder will undertake to ensure that the prices are reasonable and in the range of prices for similar / same services available in the market. If any irregularity is detected anytime in respect of the above, DICGC will have the right to take appropriate action against the successful Bidder, as deemed fit by DICGC.

6. Payment shall be made on the actual procurement however the commercial evaluation shall be on the Total Cost of Ownership (TCO) as explained in Annexure 4.

7.2 Project Duration

The Project duration is basically a milestone based work contract expected to be completed within a maximum period of 5 months from the date of intimation by DICGC.

The work as defined under the scope of this RFP will have to be completed in 5 months as per the project timelines provided under section 4-Project Duration of this RFP.

7.3 Standards

The services and other materials including all deliverables and reports under the contract shall conform to the standards indicated in this RFP as well as the Technical Bid submitted by the Bidder and/or agreed between DICGC and the Bidder, and when no applicable standard is mentioned, the services / products / deliverables shall be supplied under the authoritative and appropriate international standards of the such services/products/deliverables and such standards shall be the latest issued by the concerned institution/s.

7.4 Governing Language

All correspondences and other documents pertaining to the contract shall be in English.

7.5 Applicable Law

The Contract shall be governed and interpreted in accordance with the Indian Laws.

7.6 Consortium of Bidders

Bidders may form a Consortium and bid for the RFP. However, in this case DICGC will deal with the Prime Bidder and will be termed as Bidder for all-purpose under this RFP unless otherwise stated. The Prime Bidder will act as a single point of contact, who shall have the sole responsibility for the entire assignment irrespective of the fact that it is only the part of the consortium. Each consortium shall name the bidder who shall have the single point (Prime Bidder) responsibility for the consortium in their bid responses.

The bid would be a consortium bid if the bidder is proposing services which are provided on behalf of another bidder.

In the case of a consortium of Bidders responding to this RFP, the following rules will be applicable:

1. Power of Attorney will have to submitted with the Eligibility Bid, authorizing the Prime Bidder to act on behalf of the consortium for all legal and commercial matters pertaining to this Bid and the resulting contract if any.
2. The responsibility for the details presented in the responses will be with the bidder, which will form part of the final legal contract. The bidder will be totally responsible for delivering contractual services end to end and will be a single point of contact.
3. The bidders who are a part of the consortium cannot be changed at any point of bidding process or during the delivery of the scope of this RFP.
4. A company/ organization bidding for this RFP can be a member of only one consortium.
5. It is expressly clarified that even in the case of a Consortium, the selected bidder shall have the single-point responsibility/liability to ensure the fulfillment of all obligations of the bidder under the contract.
6. The inter se arrangement amongst the members of the consortium shall not affect the liability of bidder in terms hereof.
7. The bidder should provide a responsibility matrix, detailing the specific role of the consortium member/s and division of work for the execution of this project as part of the Eligibility Bid.

7.7 Notices

Any notice given by one party to the other pursuant to the contract shall be sent to the other party (as per the address mentioned in the contract) in writing either by hand delivery or by registered post or by courier and shall be deemed to be complete only on obtaining

acknowledgement thereof; or by telex or by facsimile or by other electronic media and in which case, the notice will be complete only on confirmation of receipt by the receiver.

A notice shall be effective when delivered or on the notice's effective date, whichever is later.

7.8 Right to Alter Quantities

DICGC reserves the right to alter the requirements specified in this Tender. DICGC also reserves the right to delete one or more items from the list of items specified in this Tender. DICGC will inform all Bidders about changes, if any.

The Bidder agrees that DICGC has no limit on the additions or deletions on the items for the period of the contract. Further the Bidder agrees that the prices quoted by the Bidder would be proportionately adjusted with such additions or deletions in quantities.

7.9 Services Location

The successful bidder offers to provide the services to any Department of DICGC at such locations as may be required by DICGC at Mumbai.

7.10 Contract Amendments

Any change made in any clause of the contract which shall modify the purview of the contract within the validity and currency of the contract shall be deemed as an Amendment. Such an amendment can and will be made and be deemed legal only when the parties to the contract provide their written consent about the amendment, subsequent to which the amendment is duly signed by the parties and shall be construed as a part of the contract. The details of the procedure for amendment shall be as specified in the contract.

7.11 Use of Contract Documents and Information

The successful Bidder shall not, without DICGC's prior written consent, disclose the Contract or any provision thereof, or any specification or information furnished by or on behalf of DICGC in connection therewith, to any person other than a person employed by the Successful Bidder in the performance of the Contract. Disclosure to any such employed person shall be made in confidence against Non-disclosure agreements completed prior to disclosure and disclosure shall extend only so far, as may be necessary for the purposes of such performance.

Any document, other than the Contract itself, shall remain the property of DICGC and all copies thereof shall be returned to DICGC on termination of the Contract.

The successful Bidder shall not, without DICGC prior written consent, make use of any document or information above except for the purposes of performing the Contract.

7.12 Indemnification

1. The successful Bidder shall, at its own cost and expenses, defend and indemnify DICGC against all third-party claims including those of the infringement of Intellectual Property Rights, including patent, trademark, copyright, trade secret or industrial design rights, arising from use of the Products or any part thereof in India or outside India.

2. The successful Bidder shall expeditiously meet any such claims and shall have full rights to defend itself there from. If DICGC is required to pay compensation to a third party resulting from such infringement, the Successful Bidder shall be fully responsible there for, including all expenses and court and legal fees.

3. DICGC will give notice to the successful Bidder of any such claim and shall provide reasonable assistance to the Successful Bidder in disposing of the claim.

4. The successful Bidder shall also be liable to indemnify DICGC, at its own cost and expenses, against all losses or damages, which DICGC may suffer on account of violation by the Successful Bidder of any or all national/international trade laws, norms, standards, procedures, etc.

5. Subject to clause 6 below, successful bidder will undertake to indemnify DICGC from and against all losses on account of bodily injury, death or damage to tangible personal property arising in favour of any person, DICGC or any other entity attributable to the bidders' negligence or willful default in performance or non-performance under the contract. If DICGC promptly notifies bidder in writing of a third party claim against DICGC that any Service provided by the bidder infringes a copyright, trade secret or Indian patents of any third party, bidder will defend such claim at its own expense and will pay any costs or damages that may be finally awarded against DICGC. Bidder will not indemnify DICGC, however, if the claim of infringement is caused by:

   a. DICGC's misuse or modification of the service;
   b. DICGC's failure to use corrections or enhancements made available by the successful bidder;
   c. DICGC's use of the Service in combination with any product or information not owned or developed by successful bidder;
   d. DICGC's distribution, marketing or use for the benefit of third parties of the Service; or
   e. Information, direction, specification or materials provided by DICGC's or any third party contracted to it. If any Service is or likely to be held to be infringing, Bidder will at its expense and option either
      i. Procure the right for DICGC's to continue using it,
      ii. Replace it with a non-infringing equivalent,
      iii. Modify it to make it non-infringing.

6. The indemnities set out above in Clause 5, shall be subject to the following conditions:

a. DICGC as promptly as practicable informs the successful bidder in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;

b. DICGC will, at the cost of the successful Bidder, give the Bidder all reasonable assistance in the defence of such claim including reasonable access to all relevant information, documentation and personnel provided that DICGC may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such defence;

c. If the successful bidder does not assume full control over the defence of a claim as provided in this Article, the bidder may participate in such defence at its sole cost and expense, and DICGC will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of DICGC will be included in losses to be indemnified by the Bidder;

d. DICGC shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Bidder;

e. All settlements of claims subject to indemnification under this Clause will:

    i.   be entered into only with the consent of DICGC, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and
    ii. include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;

f. DICGC will account to the successful bidder for all awards, settlements, damages and costs (if any) finally awarded in favour of DICGC which are to be paid to it in connection with any such claim or proceedings;

g. DICGC will take steps that the successful bidder may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;

h. In the event that the successful bidder is obligated to indemnify DICGC pursuant to this Article, the bidder will, upon payment of such Indemnity in full, be subrogated to all rights and defenses of DICGC with respect to the claims to which such indemnification relates; and

i. If a Third Party makes a claim under the indemnity set out under Clause 5 above in respect of any particular Loss or Losses, then that Third Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages).

7.13 Cancellation of Contract and Compensation

DICGC reserves the right to cancel the contract of the selected Bidder and recover expenditure incurred by DICGC on the following circumstances:

1. The selected Bidder commits a breach of any of the terms and conditions of the bid/contract.

2. The Bidder goes into liquidation (voluntarily or otherwise), merges or amalgamates itself with another entity, gets acquired by any other entity or otherwise.

3. An attachment is levied or continues to be levied for a period of 7 days upon effects of the bid.

4. The progress regarding execution of the contract, made by the selected Bidder is found to be unsatisfactory.

5. In case the DICGC decides at any point of time not to go ahead with the project or any part thereof. In that case the bidder will only be entitled to contract fee commensurate with the last completed phase and shall not be entitled to any other charges, expenses, or compensation from the DICGC.

6. If deductions on account of liquidated damages exceeds more than 10% of the total contract price.

After the award of the contract, if the selected Bidder does not perform satisfactorily or delays execution of the contract, DICGC reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected Bidder is bound to make good the additional expenditure, which DICGC may have to incur to carry out bidding process for the execution of the balance of the contract. This clause is applicable, if for any reason, the contract is cancelled.

DICGC reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected Bidder, including the pending bills and/or invoking Bank Guarantee, if any, under this contract or any other contract/order. Work, Study Reports, documents, etc. prepared under this contract will become the property of the DICGC.

7.14 Earnest Money Deposit

The Bidder will submit as part of its Bid, an EMD of Rs. 2,00,000/-(Rupees Two lakhs only).

The EMD shall be denominated in Indian Rupees and shall be in the form of a Demand Draft drawn in the name of Deposit Insurance and Credit Guarantee Corporation issued by Scheduled Commercial Bank in India, payable at Mumbai.

No interest on EMD would be paid by the Corporation.

The EMD is required to protect DICGC against the risk of Bidder's conduct, which would warrant the EMD's forfeiture.

The EMD of unsuccessful Bidders shall be returned within 30 days from the declaration of the successful Bidder.

The successful Bidder's EMD will be discharged upon the bidder signing the contract.

Offers made without the Earnest Money Deposit will be rejected by the Corporation, as non-responsive.

The amount of Earnest Money Deposit would be forfeited in the following scenarios:

1. In case the Bidder withdraws the bid prior to validity period of the bid for any reason whatsoever;

2. In case the successful Bidder fails to accept and sign the contract as specified in this document for any reason whatsoever; or

3. In case the successful Bidder fails to provide the performance bank guarantee within 30 days from the date of placing the order by the Corporation or signing of the contract, whichever is earlier, for any reason whatsoever.

7.15 Performance Bank Guarantee

1. The successful Bidder shall at his own expense deposit with:

   The General Manager,
   Deposit Insurance and Credit Guarantee Corporation
   Project Management Cell
   Reserve Bank of India Building, II Floor
   Opposite Mumbai Central Railway Station
   Mumbai – 400 008, Maharashtra, India

   within thirty (30) days of the date of notice of award of the tender, a Performance Bank Guarantee from a scheduled commercial bank, payable on demand in terms of Appendix 4 – Performance Bank Guarantee Format, for an amount equivalent to ten percent (10%) of the contract price for the due performance and fulfilment of the contract by the Bidder.

2. Without prejudice to the other rights of the Purchaser under the Contract in the matter, the proceeds of the performance bank guarantee shall be payable to DICGC as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract. DICGC shall notify the Bidder in writing of the invocation of its right to receive such compensation, indicating the contractual obligation(s) for which the Bidder is in default.

3. The Performance Bank Guarantee may be discharged upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. The Performance Bank Guarantee shall be valid till the end of the contract.

4. The performance security shall be denominated in the currency of the Contract and shall be by bank guarantee or another form acceptable to DICGC. This performance bank guarantee will attract stamp duty as a security bond under Article 54 of the Maharashtra Stamp Act, 1958 as amended from time to time. It is the duty of the bidder to ensure that proper stamp duty is paid for the performance bank guarantee.

The performance bank guarantee will be valid till the end of the contract. Failure of the successful Bidder to comply with the above requirement, or failure of the Bidder to enter into a contract within 15 working days from the formal intimation of issuing the letter of intent or within such extended period, as may be specified by the General Manager, Deposit Insurance and Credit Guarantee Corporation, project management cell, Reserve Bank of India Building, II Floor, Opposite Mumbai Central Railway Station, Mumbai – 400008, Maharashtra, India, shall constitute sufficient grounds, among others, if any, for the annulment of the award of the tender.

If the bidder fails to submit the Performance Bank Guarantee, DICGC will have an option to withhold 10% amount from each payment. The same may be released at the end of contract period subject to successful fulfilment of contractual obligations of the SI.

7.16 Resolution of Disputes

1. The bids and any contract resulting there from shall be governed by and construed according to the Indian Laws.

2. All dispute or differences whatsoever arising between the selected Bidder and DICGC out of or in relation to the construction, meaning and operation or effect of the Contract, with the selected Bidder, or breach thereof shall be settled amicably. If, however, the parties are not able to resolve any dispute or difference aforementioned amicably, after issuance of 30 days' notice in writing to the other, clearly mentioning the nature of the dispute / differences, to a single arbitrator, acceptable to both the parties, for initiation of arbitration proceedings and settlement of the dispute/s and difference/ strictly under the terms and conditions of the purchase contract, executed between DICGC and the Bidder. In case, the decision of the sole arbitrator is not acceptable to either party, the disputes / differences shall be referred to joint arbitrators, one arbitrator to be nominated by each party and the arbitrators shall also appoint a presiding arbitrator before the commencement of the arbitration proceedings. The arbitration shall be governed by the provisions of the Rules of Arbitration of the Indian Council of Arbitration under the exclusive jurisdiction of the courts at Mumbai, India.

3. The award shall be final and binding on both the parties and shall apply to the purchase contract.

4. Work under the Contract shall be continued by the selected Bidder during the arbitration proceedings unless otherwise directed in writing by DICGC or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator, as the case may be, is obtained and save as those which are otherwise explicitly provided in the Contract, no payment due or payable by DICGC, to the Bidder shall be withheld on account of the ongoing arbitration proceedings, if any, unless it is the subject matter or one of the subject matters thereof.

5. The venue of the arbitration shall be at Mumbai, India under the exclusive jurisdiction of the courts at Mumbai, India.

7.17 Delays in the Bidder's Performance

The Bidder should strictly adhere to the implementation schedule, as specified in the purchase contract, executed between the Parties for performance of the obligations, arising out of the purchase contract and any delay in completion of the obligations by the Bidder will enable DICGC to resort to any or both of the following:

1. Claiming Liquidated Damages
2. Termination of the purchase agreement fully or partly and claim liquidated damages.

7.18 Liquidated Damages

1. The liquidated damages is an estimate of the loss or damage that DICGC may have suffered due to delay in performance or non-performance of any or all the obligations (under the terms and conditions of the purchase contract relating to supply, delivery, installation, operationalization, implementation, training, support/services, acceptance, etc.), of the solution by the Bidder and the Bidder shall be liable to pay DICGC by way of liquidated damages. Without any prejudice to DICGC's other rights under the law, DICGC shall recover the liquidated damages, if any, accruing to DICGC, as above, from any amount payable to the Bidder either as per the purchase contract, executed between the parties or under any other purchase agreement/ contract, DICGC may have executed / shall be executing with the Bidder. Further DICGC shall have right to invoke performance bank guarantee for appropriating the liquidity damages.
2. Penalties: A financial penalty will be imposed on the bidder at the rate of 2 % of the total contract value for each fortnight delay or parts thereof.
3. Liquidated Damages is not applicable for reasons attributable to DICGC and Force Majeure. However, it is the responsibility/onus of the Bidder to prove that the delay is attributed to DICGC and Force Majeure. The Bidder shall submit the proof authenticated by the Bidder and bank's official that the delay is attributed to DICGC and Force Majeure along with the bills requesting payment.

4. The Liquidated Damages will be capped at 10% of the Overall Contract Value. If this cap is breached, DICGC may initiate Termination of the contract.

7.19 Force Majeure

1. The Bidder or DICGC shall not be responsible for delays or non-performance of any or all contractual obligations, caused by war, revolution, insurrection, civil commotion, riots, mobilizations, strikes, blockade, acts of God, Plague or other epidemics, fire, flood, obstructions of navigation by ice of Port of dispatch, acts of government or public enemy or any other event beyond the control of either party, which directly, materially and adversely affect the performance of any or all such contractual obligations.

2. If a Force Majeure situation arises, the Bidder shall promptly notify DICGC in writing of such conditions and any change thereof. Unless otherwise directed by the Purchaser in writing, the Bidder shall continue to perform his obligations under the contract as far as possible, and shall seek all means for performance of all other obligations, not prevented by the Force Majeure event. In the event of non-performance of the contract for a considerably long period of time, such that it affects the DICGC's interest substantially, DICGC may in its discretion resort to termination of the contract.

7.20 Confidentiality

1. All materials generated during the project cycle by the corporation along with or by the bidder for the corporation, including but not limited to documentation concerning project plans, design, application software, customized system software, Bidder analyses, gap analyses, studies, ideas, reports, survey, training materials, projections, certifications, signed UATs, memoranda, customer lists and financial reports etc. are the property of the Corporation and shall be treated as "Confidential" by the bidder to be appointed under this RFP (except such information and materials as may be established to be in the public domain). The same shall not be disclosed or parted with by the bidder to third parties without the corporation's prior written approval even after the expiry of the contract or completion of the project. In other words, these are to be treated permanently as "Confidential".

2. All project plans, software, plans, reports, ideas, documentation, etc. developed for the corporation by the bidder, while providing services, for which the bidder had received payment from the corporation, pursuant to the agreement signed on the basis of selection of this RFP, shall be the property of the corporation, including rights of intellectual property for the content, unless otherwise agreed upon explicitly in writing.

7.21 Audits

DICGC can conduct any third party inspection/ audit for any phase. The Bidder should make all necessary changes as mentioned by the results of these audits.

DICGC will incur the cost of appointment of a third party for audit. Only after the successful completion of the third party audits, will the Bidder be allowed to proceed to the next phase.

7.22 Prices

1. The price charged by the Bidder shall not vary from the quoted prices.
2. No adjustment of the contract price shall be made on account of variation of costs of labour and materials or any other cost component affecting the total cost in fulfilling the obligations under the contract. The Contract price shall be the only payment, payable by the Purchaser to the Bidder for completion of the contractual obligations by the Bidder under the Contract, subject to the terms of payment specified in the Contract.
3. The price would be inclusive of all applicable taxes under the Indian law, except Service Tax/GST
4. The prices, once offered, should remain firm and should not be subject to escalation for any reason within the period of validity. The entire benefits/advantages, arising out of fall in prices, taxes, duties or any other reason, should be passed on to DICGC

7.23 Taxes and Duties

1. The Bidder shall be entirely responsible for all taxes, service tax, license fees, and other such levies imposed within and outside India.
2. The Bidder shall be entirely responsible for payment of stamp duty. The stamp duty to be paid for the agreement to be entered under the RFP shall be in accordance with Article 5(h) (A) (iv) of Schedule to Maharashtra Stamp Act, 1958 (MS Act) as amended from time to time. The bidder shall also bear the stamp duty in accordance with the applicable clauses of MS Act in respect of any incidental or ancillary agreements that are required to be executed between the parties involving DICGC for the due completion of the project.
3. The Bidder is expected to submit the Commercial bid inclusive of all applicable taxes, except Service Tax/GST for each line item as mentioned in the Annexure 4– Commercial Bid.

7.24 Non Negotiability on RFP

1. DICGC is not responsible for any assumptions or judgments made by the Bidders for arriving at any type of costing. DICGC at all times will benchmark the performance of the Bidder to the RFP documents circulated to the Bidders and the expected service levels as mentioned in these documents. In the event of any deviations from the requirements of these documents, the Bidder should make good the same at no extra

costs to DICGC, in order to achieve the desired service levels as well as meeting the requirements of these documents.

2. All terms and conditions, payments schedules, time frame for implementation, expected service levels as per this Tender will remain unchanged unless explicitly communicated by DICGC in writing to the Bidder. The Bidder shall at no point be entitled to excuse themselves from any claims by DICGC whatsoever for their deviations in conforming to the terms and conditions, payments schedules, expected service levels, time frame for implementation etc. as mentioned in this RFP.

3. The Bidders shall adhere to the terms of this RFP and shall not deviate from the same.

7.25 Performance Assessment / Penalties

Bidder will submit project plan and detailed timelines covering all the phases of all activities listed in the RFP to be completed within the mentioned project duration. This project plan and detailed timelines should be submitted with signed contract; else contract will not be accepted by DICGC. Once approved by DICGC this plan and timelines will be final.

7.26 Warranties

The Bidder will have to represent and warrant that:

a) It has the right to enter into the Contract resulting this RFP;

b) It has all rights, title, licenses, interests and property necessary to lawfully perform the Services;

c) Its Personnel, including its Specified Personnel, have the necessary experience, skill, knowledge and competence to perform the Services;

d) The Services will be complete, accurate and free from material faults; and

e) It will not, nor will it suffer or permit any third party under its direction or control to negligently introduce into DICGC systems or any Deliverables any Harmful Code.

7.27 Sub-Contracting

The Bidder will not be allowed to sub-contract any portions of the scope of this RFP to any other party. However, with the prior written consent of DICGC, the Bidder is free to enter into contract with any third party for procuring any application, software, etc. connected with the successful delivery of services by the Bidder. In such cases, the Bidder shall ensure that a non-disclosure agreement is entered in to with such third party and also shall ensure that clauses under this agreement are not violated. For any claims arising out of such contract, Bidder shall be solely responsible.

7.28 Assignments

The Bidder will not be allowed to assign, in whole or in parts, its obligations under the Contract, to any other entity.

7.29 Documentation

1. Provision of Documentation

   The Bidder will provide DICGC comprehensive and complete documentation of and as specified in the Scope of Work in the format and at the times specified in the Scope of Work.

2. Documentation Requirements

   The documentation must at the time of delivery:

   a. Be current and accurate;
   b. Adequately explain key terms and symbols; and
   c. Be in English.

   The bidder shall arrange for and provide all documents that are signed as deliverables during signing of the contract agreement such as initial assessment report, system study report, UAT and other testing methodology, data migration methodology, migration reports etc. This is only an indicative list of documents deliverable while actual list would be frozen on signing the contract agreement with the successful bidder.

7.30 Substitution of Project Team Members

1. The team as proposed by the bidder in Appendix 11-Personnel Deployment submitted as a part of the bidder's technical bid should be made available to complete the scope of work as specified in the RFP. Replacement of the proposed member/s by the successful bidder at the time of contracting or during the course of the project will not be allowed and the Corporation reserves the right to proceed with termination of the contract if the percentage of replaced members is more than 20% of the total proposed team size.

2. The successful bidder may consider replacement of personnel (only upto 50% of the total proposed team size) in the event of the contracting being delayed by more than 2 months from the date of declaration of the L1 bidder. The Bidder can proceed with the replacement with the concurrence of the Corporation by providing other staff having level of qualifications and expertise equivalent or more than the replaced person, at no additional charge. The bidder should obtain DICGC's written consent prior to appointing any such replacement person.

3. During the assignment, the substitution of key staff identified (Project Managers, Team leaders and key senior resources) for the assignment will not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, the Bidder can do so only with the concurrence of the Corporation by providing other staff having level of

qualifications and expertise equivalent or more than the replaced person, at no additional charge and at the earliest opportunity.

4. If the Corporation is not satisfied with the substitution, the Corporation reserves the right to terminate the contract and recover whatever payments made by the Corporation to the bidder during the course of this assignment besides claiming an amount, equal to the contract value as liquidated damages. However, the Corporation reserves the right to insist the bidder to replace any team member with another (with the qualifications and expertise as required by the Corporation) during the course of assignment.

7.31 Professionalism

The Bidder should provide professional, objective and impartial advice at all times and hold the Corporation's interests paramount and should observe the highest standard of ethics while executing the assignment.

7.32 Expenses

It may be noted that Corporation will not pay any amount/expenses / charges / fees / travelling expense / boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses other than the "Agreed Professional Fee". For any project related travel outside Mumbai the Corporation will reimburse expenses based on actual. However all such travel and expenses will have to be preapproved by the Corporation.

7.33 Validity:

The bidder shall keep the bid valid for a period of six months from the last date for the submission of bids.

7.34 Liability

Except in cases of criminal negligence or willful misconduct and in the case of infringement of patent, IPR, trademark, copy right or industrial design rights arising from use of the Solution or any part thereof in any of the services supplied by the Bidder and used/consumed by DICGC, the Supplier/Bidder shall not be liable to DICGC, whether in contract tort or otherwise, for any indirect or consequential loss of damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier/Bidder to pay liquidated damages to DICGC and the aggregate liability of the Supplier/Bidder to DICGC, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

7.35 Employer-Employee Relationship

The Bidder or any of its holding/subsidiary/joint-venture/ affiliate / group / client companies or any of their employees / officers / staff / personnel / representatives/agents shall not,

under any circumstances, be deemed to have any employer-employee relationship with the Corporation or any of its employees/officers/ staff/representatives/ personnel/agents.

8   Evaluation Methodology

The evaluation will be a *three-stage* process:-

- ▪ Stage 1 – Eligibility Evaluation
- ▪ Stage 2 – Technical Evaluation
- ▪ Stage 3 – Commercial Bid Evaluation

8.1   Stage 1 – Eligibility Evaluation

The Bidder needs to comply with all the eligibility criteria mentioned in Annexure 1-Eligibility Criteria of the RFP to be eligible for evaluation in Stage 2. Non-compliance to any of these criteria would result in outright rejection of the Bidder's proposal. The Bidder is expected to provide proof for each of the points for eligibility evaluation. The proof provided has to be in line with the details mentioned in "Annexure 1 - Eligibility Criteria". Any credential detail mentioned in "Annexure 1 - Eligibility Criteria" and not accompanied by relevant proof documents will not be considered for evaluation. All credential letters/purchase orders/contract copies should be appropriately bound, labeled and segregated in the respective areas. The Bidder needs to provide the minimum number of credentials mentioned in Annexure 1 – Eligibility Criteria, but there is no restriction on the number of credentials a Bidder can provide.

The decision of DICGC would be final and binding on all the Bidders to this RFP. DICGC may accept or reject an offer without assigning any reason whatsoever.

8.2   Stage 2 – Technical Evaluation

The proposal evaluation will be done on a total score of 500.

The evaluation of technical bid among other things will be based on the following:

- • Methodology/Approach proposed for accomplishing the proposed project.
- • Professional qualifications and experience of the key staff proposed/ identified for this assignment.
- • Presentation made to DICGC
- • Execution Experience

At the sole discretion and determination of DICGC, DICGC may add any other relevant criteria for evaluating the proposals received in response to this RFP and also may make modifications to the marks / weightage given under various categories for evaluation of the technical bids.

DICGC requires the Bidder to provide details of reference site. DICGC at its discretion may reject the proposal of the Bidder; without giving any reasons whatsoever, if in case the responses received from the reference checks are unsatisfactory.

The Corporation requires the Bidder to *make presentations* regarding the various aspects of the proposed offering. This process will also enable the Corporation to clarify issues that may be identified from the Bidders' response to the RFP.

The technical bid evaluation will be undertaken by comparing responses against pre-determined scoring and weighting criteria as detailed here below. One or more bidders of this RFP may be eliminated during this evaluation if they fail to meet the minimum cut-off score.

Scoring Matrix

Sl. No.	Criteria	Weight age Criteria			Maximum Score
1	Proposed Methodology/Approach /Timelines for carrying out the Project /Assignment	Functional User Acceptance Testing & Data Migration Audit			150 Marks
		Approach/Methodology		50	
		Presentation		100	
2	Proposed team member profiles/Resource Deployment based on the plan	Profile of Project Manager, Team Leaders and Team Members			250 Marks
		Competency	Min. Resources		
		Project Manager	1	30	
		Team Leaders	2	20	
		Core Application and Portal	5	100	
		General Ledger System	3	50	
		Treasury	2	50	
3	Execution Experience	5 or more customer references of similar assignments undertaken			100 Marks
				TOTAL	500 marks

The breakup for Execution Experience is provided below:

Sl. No.	Criteria	Maximum Score
1	Upto 5 references of successfully completed UAT (functional testing) for Core/ Treasury/ GL Solution in Insurance or Banking by the Bidder.	5 references-50 Marks 3-4 references- 30 Marks 2 references- 10 Marks
2	Upto 5 references for successfully completed assignments for : 1. Data Migration Audit and Validation 2. Performance Testing 3. Vulnerability Assessment and Penetration Testing (VAPT Minimum 1 reference for each of the above is mandatory.	5 references-50 Marks 4 references- 30 Marks 3 references- 20 Marks Less than 3 references- 0 Marks
	Maximum Marks	100 marks

Each section as mentioned above will be scored by the evaluation committee and only those bidders who score 70% (350 marks) or above in the technical evaluation will be eligible for commercial evaluation.

In the event only one Bidder qualifies in Technical Evaluation, DICGC will also consider the next closest bidder for commercial evaluation subject to that bidder scoring a minimum of 300 marks out of 500. In the event that none of the Bidders' qualify, DICGC will select two Bidders who have achieved the top 2 scores to qualify for the next stage subject to both bidders scoring a minimum of 300 marks out of 500. In such a case, the rule of minimum 70% scoring in the line items mentioned above will not apply.

The decision of DICGC shall be final and binding in this regard.

8.3 Stage 3 - Commercial Proposal Evaluation Criteria

Based on the Technical Bid Evaluation, commercial bids of only for those qualified bidders (Bidders meeting or exceeding the cut-off score for Technical Evaluation which is 70% or 350 marks out of 500) will be opened and evaluated.

Rest of the Commercials bids of non-qualified bidders will be not be opened/returned back to bidder.

Based on the commercial bid submitted, the shortlisted bidders will be invited to put in the commercial bid through the e-Auction site through "Reverse Bidding Process".

The commercial bid has to be in the format as provided in Annexure 4- Commercial Bid. The item wise price should be quoted with details of break-up, if any. The commercial Bid details will need to be provided for all requirements of DICGC to arrive at TCO (Total Cost of ownership).

The total cost to be specified by the Bidder must cover the following as detailed in Annexure 4- Commercial Bid. This, inter alia, would include 2 parts;

1. Part- I: Cost of the project and cost of hardware /Licenses etc., if required.
2. Part II- Additional Requirements if any at a later date (optional)

8.3.1 Reverse Auction

The commercial bid as per Annexure-4 Commercial Bid shall be submitted in separate sealed cover. After the opening of Commercial Bids of Technically qualified bidders, e-Auction Based Reverse Bidding will be held. For details on guidelines please refer to Annexure 6– Reverse e-Auction guidelines & procedures.

a. The commercial bids of technically qualified bidders will be opened on the prescribed date in the presence of bidder representatives. Thereafter, the technically qualified bidders will be required to participate in e-Auction Reverse Bidding Process for which web-based platform will be made available by DICGC. The date, time, platform and process of online reverse auction will be communicated to the bidders by DICGC.

b. Price quoted by the Bidders at the end of e-auction will be taken as the final commercial quote for evaluation of that bidder.

c. During reverse auction, the participating Bidders shall input only the total cost that they have to offer. This amount shall be arrived at by the bidder themselves off-line by using the formula mentioned for evaluation to outbid the earlier bid.

d. Only fixed price commercial bids indicating total price for all the deliverables and services specified in this bid document will be considered.

e. The commercial figure quoted will be an inclusive of out of pocket expenses, traveling, boarding, lodging, all taxes (except Service tax/GST), duties, license fees, road permits and transit insurance eVAT and Octroi /LBT. No such expenses will be reimbursed separately.

f. Any conditional bid would be rejected.

g. The bidder shall arrange the Digital certificates (at no cost to DICGC) from a Certifying Agency notified by Comptroller of Certifying Authority (CCA) as per Information Technology Act, 2000 as amended from time to time.

h. In case, only one bidder is technically qualified, no reverse auction will take place. However, DICGC reserves right to negotiate price with the lone bidder.

i. DICGC will determine the Start Price and other parameters for the Reverse Auction –

    i.   on its own and / or

    ii. evaluating the price band information available in the commercial bids of the technically qualified bidders

j. The Bidder with the Lowest Bid amount will be declared as L1.

k. The successful bidder should provide the revised commercial bid with the mandated bifurcation of costs in the prescribed format (Annexure 4 , Part I and Part II details) on the same day by fax and the signed hardcopy on the next working day from the date of completion of the reverse auction.

l. The value as arrived at under Part-I will be the contract value.

m. The value as arrived at under Part-II will be used for extension in services on time and material basis, if any.

The L1 bidder will be declared as the successful bidder. DICGC will inform the successful bidder.

-End of Document-