



**PROCUREMENT, IMPLEMENTATION AND MAINTENANCE  
OF ON-CLOUD OR ON-PREMISES  
FRAUD DETECTION AND PREVENTION SYSTEM (FDPS)**

**RFP Reference Number: REF: GICHF:.**

GIC Housing Finance Ltd  
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## **Table of Contents**

<b>1. Introduction .....</b>	<b>2</b>
<b>2. Scope of Work .....</b>	<b>8</b>
<b>3. Service Levels .....</b>	<b>36</b>
<b>4. RFP Response Instructions .....</b>	<b>39</b>
<b>5. Evaluation Methodology .....</b>	<b>44</b>
<b>6. Payment Terms.....</b>	<b>48</b>
<b>7. Terms &amp; Conditions .....</b>	<b>50</b>
<b>Appendix 1 .....</b>	<b>74</b>

## **1. Introduction**

### **1.1 About the Company**

GIC Housing Finance Ltd (GICHFL) herein after called as the Company, one of the leading Housing Finance Company, has a network of 84 offices spread throughout the country as on date. GICHFL is a company registered under Section 25 of the Companies Act, 2013 with its Registered Office at National Insurance Building, 6th Floor, 14, J. Tata Road, Churchgate, Mumbai – 400020.

Our Promoters are General Insurance Corporation of India, The New India Assurance Company Ltd, United India Insurance Company Ltd, The Oriental Insurance Company Ltd and National Insurance Company Ltd.

### **1.2 Invitation for Tender offers**

GIC Housing Finance Limited (GICHFL) invites sealed tender offers (Technical bid and Commercial bid) from eligible, reputed Original Equipment Manufacturers (OEM) for Procurement, Implementation and Maintenance of On-Cloud (GICHFL) or On-Premises Fraud Detection and Prevention System (FDPS). In this Request for Proposal (RFP), the term bidder / prospective bidder refers to the primary bidder participating for delivering services mentioned in the scope of works.

The complete set of tender documents will be shared only with those bidders who have been shortlisted for the following solution demonstration process. The Company reserves the right to reject any or all offers without assigning any reason.

Technical Specifications, Bill of Material documents, Terms and Conditions and various formats and pro forma for submitting the tender offer are described in this document, Annexures and Appendices.

### **1.3 Information Provided**

This document contains statements derived from information believed to be reliable at the date obtained but does not purport to provide all the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with the Company in relation to the solutions. Neither the Company nor any of its

## RFP for procurement, implementation and maintenance of FDPS

employees, agents, contractors, or advisers gives any representation or warranty, express or implied, as to the accuracy or completeness of any information or statement given or made in this document.

### **1.4 For Respondents Only**

The document is intended solely for the information of the party to whom it is issued herein after called as “Recipient” or “Respondent” or “Bidder”.

### **1.5 Confidentiality**

The invitation document and the information contained in this RFP are strictly confidential. The Recipient (Bidder) shall not disclose, reproduce, transmit, or make the invitation document available to any other person or party not involved in responding to the RFP, nor to other potential Bidders. By receiving this RFP, the Bidder agrees to maintain the confidentiality of the document and all information provided by the Company. The Company may update or revise the document or any part of it, and the Bidder acknowledges that any such revised or amended document will be subject to the same confidentiality obligations. Furthermore, the information in the RFP, whether provided verbally or in writing, shall be subject to the terms and conditions outlined in the RFP and any additional terms under which the information is provided. The Recipient shall not disclose or discuss the contents of the document with any officer, employee, consultant, director, agent, or other person associated with the Company or its customers or suppliers without the prior written consent of the Company.

### **1.6 RFP disclaimer**

This Request for Proposal (RFP), including Annexures and any subsequent Addenda and Corrigenda (hereinafter referred to as the RFP or Tender), has been prepared solely for the purpose of enabling the Company to select a Service Provider for the Supply & Management of a On-Cloud(GICHFL) or On-Premise Fraud Detection and Prevention System (FDPS), including interfaces and connectivity to various applications located at different locations, as per the specifications, terms and conditions, and scope defined in this RFP (hereinafter referred to as the FDPS or Solution). The Bidder is expected to be innovative, capable, and committed to extending all necessary resources and services to meet the Company's

## RFP for procurement, implementation and maintenance of FDPS

expectations in delivering the required services.

This RFP document does not constitute a recommendation, offer, or invitation to enter into a contract, agreement, or any other arrangement regarding the supply and services as per the scope of the RFP. It is an invitation for Vendor responses, and no contractual obligation shall arise from the invitation process unless and until a formal Purchase Order/Work Order is signed and executed by duly authorized officials of the Company and the selected Bidder.

### **1.7 Important Details (Schedule of Events, contact & communication details etc.)**

<b>Particulars</b>	<b>Details</b>
Tender Number	REF: GICHF:2024-2025:9 Dt 13-01-2025
Tender Title	Request for proposal for Selection of vendor for Procurement, Implementation and Maintenance of On-Cloud (GICHFL) or On-Premise Fraud Detection and Prevention System (FDPS).
RFP Release Date	11-May-2026
Last Date for submission of Bids	29-May-2026
Bid Opening Date	TBD
Bid Validity	TBD
Contact Persons for any clarifications	Malcolm Pimenta
Contact Email ID	malcolm.pimenta@gichf.com
Place of Opening of Bids	GIC Housing Finance Ltd 14, 5 <sup>th</sup> Floor, J. Tata Road, Churchgate, Mumbai, 400020

Subsequently, the company will evaluate the Technical Bids, and the bidders shall be suitably intimated about their technical bid after evaluation.

## **1.8 Costs to be borne by bidders**

All costs and expenses incurred by Bidders in any way associated with the development, preparation, and submission of their responses to the RFP, including but not limited to attendance at meetings, discussions, presentations, demonstrations, etc. and providing any additional information required by the Company, will be borne entirely and exclusively by the Bidder.

## **1.9 Legal Relationship**

No binding legal relationship will exist between any of the Bidders and the Company until execution of a contractual agreement.

## **1.10 Disqualification**

Any form of canvassing/lobbying/influence/cartelization, etc. by the Bidder may result in disqualification of such Bidder

## **1.11 Recipients' Obligation to Inform Itself**

It is the Recipient's responsibility to conduct all necessary investigation and analysis regarding any information contained in the document and the meaning and impact of that information.

## **1.12 Evaluations of Offers**

Each Recipient acknowledges and accepts that the Company may, at its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of bidder, not limited to those selection criteria set out in this document. The issuance of document is merely an invitation to offer and must not be construed as any agreement or work order or arrangement nor would it be construed as material for any investigation or review to be carried out by a Recipient. The Recipient unconditionally acknowledges by submitting its response to this document that it has not relied on any idea, information, statement, representation, or warranty given in this document.

### **1.13 Errors and Omissions**

Each Recipient should notify the Company of any error, omission, or discrepancy found in this document. Notification should be made to the address found in proposal related details.

### **1.14 Acceptance of Terms**

The purpose of the RFP is to provide necessary information to the potential Bidders who qualify and intend to submit their response to the RFP. Although the RFP has been prepared with sufficient care and diligence with an endeavour to provide all required information to the potential Bidders, Company acknowledges the fact that the potential Bidders may require more information than what has been provided in the RFP. Accordingly, in such cases, the potential Bidder(s) may seek additional information/clarification required from Company. Company reserves the right to provide such additional information/ clarification at its sole discretion. In order to respond to the RFP, if required, and with the prior permission of Company, each Bidder may conduct their own study and analysis, as may be necessary, at their own cost and expense ensuring they adhere to the timelines mentioned in the RFP. No additional time will be provided to Bidders to undertake any analysis or study.

Company makes no representation or warranty and shall incur no liability, whatsoever, under any law, statute, rules or regulations on any claim the potential Bidder may make in case of failure to understand the requirement and respond to the RFP.

Company may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information given in the RFP and specify additional user requirements or cancel the RFP at any time without assigning any reason thereof and without any notice.

While due care has been taken in the preparation of this document, Company will not be held responsible for any inaccuracy in the information provided herein. The recipient of the RFP must apply its judgment, care and conduct its own investigation and analysis regarding any information contained in the RFP document including but not limited to the scope of work, deliverables and timelines, etc.

It is the Bidder's responsibility to:

- Properly understand and examine the RFP.

RFP for procurement, implementation and maintenance of FDPS

- Examine all other information available on reasonable inquiry relevant to the risks, contingencies and circumstances affecting its response.
- Satisfy itself as to the completeness, correctness and sufficiency of its response.

A recipient will, by responding to the Company's RFP document, be deemed to have accepted the terms as stated in this RFP document.

## **2. Scope of Work**

### **2.1 Project Objectives**

This document outlines the scope of work for the procurement, implementation, and management of a comprehensive Fraud Detection and Prevention System (FDPS) for GIC Housing Finance Ltd. The purpose of the system is to proactively identify and mitigate fraudulent activities throughout the loan lifecycle, from application submission to post-disbursement monitoring. The current manual review processes are time-consuming, tamper prone and error prone, which the FDPS aims to resolve by leveraging advanced analytics and automation.

GIC Housing Finance Ltd. interacts with a diverse range of loan players who are involved in loan process, main being GICHFL employees, Borrower/s, co-Borrower/s, Seller/s and not limited to, Direct Sales Agents (DSAs), Valuers, Field Investigation agents (FI agents), Legal Advisors/Lawyers, Risk Control Units (RCUs), and other service providers.

The primary objectives of FDPS implementation are to:

1. Significantly reduce financial losses due to home loan frauds.
2. Enhance the efficiency of the loan application processing timeline.
3. Ensure robust compliance with relevant financial regulations (e.g., RBI mandates, local data privacy laws).
4. Improve customer trust and provide a secure lending environment.

The system will be used exclusively by authorized personnels of GIC Housing Finance Ltd., with appropriate access provided to vendors themselves, ensuring secure and controlled workflows.

The solution is to be on the private cloud premises of GICHFL. Resources required will be provided by GICHF. The bidder will be required to provide all necessary information regarding infrastructure, software requirements, and licensing needs. The bidder will also be responsible for the maintenance and servicing of the solution within the GICHFL environment. The bidder must demonstrate innovation, capability, and a commitment to dedicating the necessary resources and services to meet the Company's expectations and deliver the desired outcomes.

## **2.2. Tenure**

The tenure of the contract initially would be for five years from the date of the issuance of first purchase order by the Company. Company can further extend this at its discretion at mutually agreed terms.

## **2.3. Implementation Methodology**

1. The selected Bidder should follow a suitable methodology for delivering the requirements of the RFP for the entire contract period. Accordingly, the Bidder should factor for necessary effort and team deployment. The methodology should clearly lay out the overall steps from initiation to closure of this engagement.
2. The FRSM (Functional Requirements Specification Manual) would be reviewed by the company, and the selected bidder is expected to remediate all gaps identified by the Company.
3. The methodology should address all stages including development, customization, and Facilities Management services. Each step should detail the input, process and output. The selected Bidder should further provide the deliverables and sign off process for each of the deliverables at various stages. The selected Bidder would need to deploy a team for implementation (including Project Manager) onsite (as and when required) at Company's location (Mumbai) on full time basis.
4. The selected Bidder must ensure that these resources are on the project on a full-time onsite basis during the implementation phase.

## **2.4. Business Process Definition (BPD)/Parameterization**

1. The selected bidder is also expected to carry out and document a detailed current assessment for all business activities, and services performed by the Company to gain understanding of the Company's existing business and operations.
2. The selected bidder is expected to help the Company to parameterize the product and provide valuable inputs at the time of system parameterization based on the current state assessment undertaken by the selected bidder. Also, the core team training conducted by the

## RFP for procurement, implementation and maintenance of FDPS

selected bidder should reflect the understanding of the Company's current processes as a result of conducting the current assessment.

3. The selected bidder would be responsible for ensuring that the BPD/Parameterization exercise is as per the plan.

### **2.5. Functional Requirements specifications study (FRSM)**

1. The selected bidder will conduct a detailed systems requirements study and provide a solution specific FRSM for solutions relating to the functionalities as required supporting the various processes within the Company.
2. The FRSM should include the standard operating procedure proposed for the re-aligned process. The Bidder is expected to assist the Company in aligning the business requirements with the application so as to enable centralization of desired business process, eliminate redundant and duplicate processes, increase operational efficiency and improve customer service.
3. Bidder is expected to prepare detailed documentation, presentation, workflows for the business processes affected due to implementation of the FDPS.
4. The Bidder shall provide the FRSM to the Company for review and comments and any comments or suggestions of the Company will be incorporated therein.
5. The FRSM will be deemed completed when signed off from the Company.

### **2.6. Customization**

1. The Bidder is expected to undertake a detailed current system and procedures assessment for the Solution. The Bidder is expected to document the current state assessment and get the same reviewed and approved by the Company.
2. The Bidder is also expected to identify the current state gaps between the procedures and practices followed by the Company with the FDPS being implemented and get the same reviewed and approved by the Company.
3. The Bidder needs to provide all statutory and regulatory reports as required by the regulatory institutions. The Company will not pay any additional customization costs either for gaps observed and/or gaps observed for statutory or regulatory reports as required by the Company.

RFP for procurement, implementation and maintenance of FDPS

4. The Bidder is expected to provide a resolution to all gaps observed during Functional specifications evaluation, Product Demonstration, Current Systems Study, Training, User Acceptance Testing (UAT), Business Process Definition (BPD) and subsequent roll out for all the proposed solutions. The cost of customization should be included in the price bid.
5. The Selected Bidder has to carry out all the customization as per the required specification without any additional cost to the company.
6. Over and above the Company MIS/report requirements (including regulatory reports), the Bidder must additionally make provision for configuration/customization/development and delivery of simple and customized reports/MIS from the Solution.
7. Additional customization beyond the RFP requirements: The Company may require the Bidder to address additional requirements that are any of the following:
  - Bug fixes
  - Gaps found during base version testing.
  - Gaps against the functionalities specified in the functional and technical requirements mentioned in section 2.9 and 2.10.
8. Any additional requirements over and above RFP requirements will be discussed, and respective cost and efforts phase wise roll out will be based on business criticality.
9. The Bidder will have to ensure that the software provided as part of the FDPS project meets all the requirements described in detail in the functional and technical requirements and to carry out all customizations or development work to meet mentioned RFP requirements at no additional license charge/fees/expenses.
10. The Bidder will have to provide all the MIS reports as per the requirements of the Company. For meeting the MIS requirements of the Company, the Bidder will also need to provide a report generation tool and train the Company personnel as part of the RFP. The precise scope of the customization and development work to be undertaken by the selected bidder will have to be as per the requirements of the Company as described in the RFP.
11. The selected bidder will have to document and submit to the Company all the testing activities, procedures and results. The selected bidder is required to ensure that the software provides interfaces to the other application systems at the Company as per below specified functional and technical requirements at no additional cost or fees or charges or expenses.
12. The selected bidder will have to provide the Company weekly progress reports on the bugs/problems reported/points taken up with schedule of date of reporting, date of resolving

and status for all kind of bugs and problems whether reported by Area Office/Corporate Office or selected bidder staff.

13. Customizations would be both with respect to the FDPS and interfaces that the Company proposes to implement through the selected Bidder.
14. All the Data (Historical Migrated as well on going) shall be retained forever and must be available to users and administrators as per the agreed user access definition.

## **2.7. Gap Identification & Resolution**

1. The selected bidder must provide all functionalities as mentioned in the below Requirements & provide all functionalities as mentioned in the FRSM.
2. The selected bidder will provide Company with gap identification report along with the necessary solutions to overcome the gaps and the time frames.
3. Selected bidder will ensure that all gaps identified at the time of system testing will be immediately resolved.
4. The selected bidder will ensure that gaps pointed out by the audit and inspection teams, statutory and regulatory bodies, or any other third-party agency engaged by the Company will be immediately resolved.
5. The selected bidder shall resolve gaps by proposing a suitable temporary work around or customizing the proposed solution by way of modifications / enhancements, as necessary, to the proposed software solution.
6. Selected bidder will give adequate time to Company for reviewing the gap report.
7. Selected bidder will incorporate all suggestions made by Company to gap report.
8. The selected bidder will ensure that they have the necessary infrastructure and people in place to resolve all the gaps within the timelines agreed, for the implementation and roll out.
9. The cost of all customizations as mentioned above is required to be included in the price bid and the Company will not make any additional costs for such effort till all the Offices are live. While costing the customization effort required, the selected bidder should exclude the effort required from the Company. The selected bidder will understand the priorities/ implications and accordingly plan the gap remediation.
10. The selected bidder is expected to document all gaps observed by the Company at various stages of implementation including their solution and monitor and track the status of the same throughout the implementation.

## 2.8. Functional requirements

Functional Requirement for FDPS, in detail is as under (the list of requirements is indicative, not exhaustive, as the actual requirements will be determined during FRSM/gap study phase)

Note – As per the requirements below, please mark the functionality as Available (A), Customizable (C), To be Developed (D), or Not Possible (N). All the points marked as Customizable (C) and To be Developed (D) are to be made available before Go-Live within the time frame stipulated in the RFP.

SI No.	Description	Available (A)/Customizable (C)/To be Developed (D)/ Not Possible (N)	Remarks
<b>1</b>	<b>User Roles and Permissions</b>		
1.1	The system shall support System Administrator capability for creation of FDPS related users mapped to location / office.		
1.2	The system shall support System Administrator capability of definition of roles and management of role assignment to various users of FDPS.		
1.3	The system shall support System Administrator capability of mapping and managing user and role wise access mechanism at various stages of Loan journey.		
1.4	By default, the system shall set user role access with least privileged access.		
1.5	The system shall support user roles of Administrator user with the access of Full system control, including user management, configuration, and audit logs.		
1.6	The system shall support user roles of Compliance and Audit/Risk Team with the Read-only access to all the details and system logs for regular compliance and audit checks.		
1.7	The system shall support user login via respective GICHFL's AD Integrated user profiles only.		
1.8	For data security reasons, the system shall by default expire the session at a configured time. This session expiry can be managed only by System Administrator.		
<b>2</b>	<b>Fraud Detection and Prevention System</b>		

RFP for procurement, implementation and maintenance of FDPS

2.1	The system shall support a configurable, multi-step fraud case workflow in FDPS, with options for different workflow for different types and categories of users / vendors.		
2.2	The system shall support the real-time ingestion and aggregation of loan origination details as per integration requirements.		
2.3	The system shall have the capability to integrate with multiple authorized fintech and government-approved agencies to perform real-time verification and validation of customer identity and supporting documents. (e.g., PAN, Aadhaar, mobile number, email, bank account details, etc.).		
2.4	The system shall have capabilities of integrating with property records databases or services for verifying property related frauds.		
2.5	The system shall have capabilities of integrating with multiple aggregators to provide bank statement, ITR details for verification of related frauds.		
2.6	The system shall have capabilities of integrating with intelligent tools that can identify tampered documents uploaded in the system during the loan application process.		
2.7	The system shall have capabilities of analysing and parsing documents using techniques such as OCR, NLP, AI techniques, etc.		
2.8	The system shall have capabilities of integrating with centralized databases of home loan frauds to identify various types of identity, accounts, applications at multiple banks, fake property, seller related frauds, tampered documents etc.		
2.9	The system shall detect anomalies and score the risks by		
	a. using rule / scenario-based detection		
	b. dynamic behaviour profiling and anomaly detection		
	c. AI / ML based learning and analysis of customer and involved party's activities and transactional behaviour.		
2.10	The system should be able to detect multiple sourcing frauds (home loan applied at multiple financing groups or apps at same time, loan applications from same device ID and IP).		

RFP for procurement, implementation and maintenance of FDPS

2.11	The system should be able to estimate an optimum threshold for alert scenarios based on fraud detection history of True / False positives and True / False negatives.		
2.12	The system should provide a standardized ETL platform as part of the system to handle Data movement from and to its fraud detection system.		
2.13	The system should store transactional / alert / reports data securely in a centralized data repository.		
2.14	The system should have ability to cleanse and normalize data to remove inconsistencies and errors.		
2.15	The system should have the ability to transform data into a unified format for analysis, including standardizing date and time formats, currency codes, and other relevant data points in the customer transactions for optimized analysis.		
2.16	The system should allow automated / manual upload of internal / custom lists of blacklisted customers or related parties of loan accounts.		
2.17	The system should have capabilities for fraud pattern recognition by cross checking discrepancies between Income claimed compared to Bank Statement or Inflated property value against market value.		
2.18	The system should have the capability to configure step by step workflow for various fraud verification processes to be integrated and have real-time data ingestion and that system should automatically route processing to the appropriate levels and user roles.		
2.19	The system should have a dashboard view to monitor track all the fraud alerts raised during the loan origination process and actions taken on the same.		
2.20	The system should have the capability to allow the review, verify the fraud alerts by cross verifying the fraud parameters.		
2.21	The system should have the capability to allow the approvals or rejections of the loan based on the validity of fraud detected.		
2.22	The system should have a clear audit trail that records all actions, including timestamps, user IDs, and comments.		
2.23	The system shall generate fraud alerts through the dashboard. The fraud alerts must have fraud details with appropriate criteria/s detailed and fraud risk scores mentioned.		
2.24	The system should incorporate multiple risk attributes including customer, agency, seller, builder, product, channel, geographic attributes, behavioural		

RFP for procurement, implementation and maintenance of FDPS

	profiles, transaction-based attributes, watch list match attributes, etc.		
2.25	The system should be able to generate a case for investigation for risk ratings like High Risk (configurable)		
2.26	The system should have configurable and real-time risk scoring modeller / business rule engine.		
2.27	The system should maintain complete audit trails of any changes to configurations, scorecard parameters, overriding of risk rating and related approvals etc.		
2.28	The system should have capability of risk rating a customer / agency / seller / builder based on money laundering or fraud case, based on risk scorecard. Example: The rating may be High Risk, Medium Risk, and Low Risk based on the associated money laundering and fraud risk.		
2.29	The system should be flexible enough to allow inclusion of new risk attributes in a scorecard as and when required and support customer / agency / seller / builder level risk rating.		
2.30	The system should have capability of Case Management functionality which should enable efficient investigation, tracking, and resolution of suspicious activities detected through transaction monitoring or other fraud risk processes through a universal case manager.		
2.31	The system should be able to create various groups and sub-groups and automatically route cases to appropriate users accordingly.		
2.32	The system should be able to create custom workflow for each GICHFL business department / unit.		
2.33	The system should be able to auto generate Suspicious Transaction reports (STR) during incident/alert closure.		
2.34	The system should allow the case investigator to override a risk rating assigned to a loan account or a customer.		
2.35	The system should provide complete evidence for assigning a particular risk rating to a customer / loan account.		
2.36	The system should support re-risk rating of customer / loan account basis defined frequency.		

RFP for procurement, implementation and maintenance of FDPS

2.37	The system should support reverse RISK profile updating in GICHFLs core business software systems (LOS, LMS, LCS, EWS) based on the transaction's patterns followed by a customer.		
2.38	The system should have an internal messaging module to facilitate communication between departments regarding a case in Case Management.		
2.39	The system should store current and last 2 risk ratings assigned to a customer / loan account.		
2.40	The system should be able to dynamically increase or decrease the risk score of a suspicious fraud pattern based on good and bad customer / loan related party behaviour even after a case is generated to reduce false positives and increase fraud detection rate.		
2.41	The system should be able to learn from historical case feedback and closure to reduce subsequent false positive rates.		
2.42	The system should allow to test a new scenario in UAT environment, tune it and then easily deploy in production environment after business users' acceptance.		
2.50	The system should have a threshold tuning capability and graphical representation of the effect of change in thresholds.		
<b>3</b>	<b>Reporting and Analytics</b>		
3.1	The system should have a live status report providing an overview of all the cases in Case Management under different status pending, approved, and updated Cases.		
3.2	The system should have in built reports providing analysis on various aspects of risk ratings behaviour according to geography, customer type, loan product, expenditure behaviour and so on.		
3.3	The system should have a GICHFL employee wise or branch wise rating as a KRA setup to measure adherence and compliance to FDPS.		
3.4	The system should have the capability to generate miscellaneous reports with configurable parameters accessible from the front end.		
3.5	The system should have a user activity report that provides a detailed log of user actions within the system.		
<b>4</b>	<b>Integrations</b>		

4.1	The system should support integrations with LOS (Loan Origination System), LMS (Loan Management System), LCS (Loan Collection System), and SAP in accordance with the prescribed standards.		
4.2	The approved and empanelled third party vendor details along with any updates after onboarding should be incorporated into FDPS from different systems at GICHFL in the prescribed structure.		
4.3	The system should support integrations with GICHFL Data Warehouses (DWH) for data related work like archiving, reporting, etc.		

## 2.9. Technical Requirements

GICHFL will award the contract to the successful Fraud Detection and Prevention System (FDPS) Vendors (Bidder) who have and shall showcase proven industry experience of FDPS implementation for Housing Finance in Banks or NBFCs. Following is the technical SOW the vendor should service GICHFL with:

1. The Bidder should provide an End-to-End Software Solution including supply, installation, development/configuration, data migration, implementation, management, maintenance, training, third party utilities (if any), testing, providing requisite interfaces, liaising with GICHFLs existing vendors and provide technical support for a period of five years (including implementation, Warranty and AMC & ATS period).
2. By means of diagrammatic / pictorial representations, the Bidder should provide complete details of the software and network architecture of the FDPS offered; including the project plan for go live. Bidder to also provide security setup proposed in the solution and various layer of risk identification and mitigation measures.
3. Bidder shall provide after go-live one on-site L2 resource for first six months and one dedicated L1 offshore resource for the rest of the contract tenure for facility management and support services at GICHFL Head Office during business hours. In case of emergency or if necessity arises, the vendor should arrange FM engineer on holidays and beyond working hours as well. The extension after 5 years shall be subject to mutual agreement between the bidder and the company.

4. Bidder shall provide On-Site maintenance of the solution and related products with customization, change management, addition of new reports as required and desired by the GICHFL. Performance tuning of application and database, necessary and adequate patches for all application, database and system, upgrades, utilities, tools etc. after successful Go-Live of the solution at GICHFL, inclusive of providing support for day to day functional and technical support to GICHFL team.
5. Onsite resource should have effective technical and communication skills to pro-actively monitor the down calls of solution and ensure that calls are closed in time and submit the monthly/quarterly down call reports to GICHFL for calculation of SLA. Ticketing system to be used to lodge and track the service calls.
6. Bidder shall provide the complete documentation including technical, operations, like license, user manuals, training manual, technical manual, standard operating procedure, solution architecture and design, system flow document, data dictionary and other necessary documents etc.
7. Bidder shall provide System Infrastructure Requirements document for the Hardware and Software (OS/Application) required for Implementation. Resources will be provided by GICHF at its private cloud premises (DC and DR; production, UAT, development). Bidder shall implement the FDPS at GICHFLs DC and DR, integrating the product with other systems in GICHFL DC and DR both, during first implementation and subsequent upgrades as well. This applies to any product upgrades impacting DC and DR, Bidder shall support and ensure FDPS and its integration to be successfully up and running in both DC and DR. This activity should be covered as part of AMC.
8. The Bidder shall provide upgrades / patches related to Regulatory guidelines, directives or additional customizations related to Regulatory compliance as a part of AMC without any extra cost.
9. The support service shall be provided on 24x7x365 basis for ensuring proper upkeep and maintenance of the solution.
10. The Solution should be implemented in higher security standards like Virtualization, Segregation of Servers, and compartmentalization. Secured Coding Practices, OWASP etc. to ensure 100% security of the Solution. Bidder shall provide Security Certificate for the product to comply with RBI/IRDA/NHB security directions and guidelines.

RFP for procurement, implementation and maintenance of FDPS

11. Bidder shall provide at least once a year VA-PT certificate, security certificate, code review certificate for the FDPS product with no open observations critical to the security of GICHFL data and IT environment.
12. Any version changes/upgradation of the software application should be implemented by the Bidder for the GICHFL free of cost during contract period.
13. Validation of models, processes and maintenance of application software, system software, database, any other related interfaces and as required by the GICHFL (existing or proposed) etc.
14. Bidder shall train designated GICHFL officials on the configuration, operation/ functionalities, maintenance, support & administration for software, Database OS/ Middleware, application architecture and components, installation, troubleshooting processes of the proposed solution.
15. Bidder shall provide all-hands on support for legacy System data migration to its FDPS Solution implementation at GICHFL. Bidder shall provide and execute the validation checklist to ensure that migration of legacy data is successful for end-to-end business systems functioning at GICHFL.
16. Bidder shall provide post Implementation support.
17. Post Go-Live, GICHFL and Bidder shall execute an Escrow agreement for the FDPS software source code with the purpose of maintaining and ensuring the Configuration version sanctity of the source that is deployed at GICHFL and remains untouched unless specific modifications are requested and approved by GICHFL. Every upgrade on GICHFL version of FDPS product will be secured with the Escrow provider.
18. The solution / software developed or customized should follow a standard development process to ensure that it meets functional, security, performance, scalability & regulatory requirements of GICHFL.

Please respond to below list of Requirements with a Y (Yes), if you are in agreement of and shall perform expected responsibility of the stated requirement ELSE with a N (No) if you are not in Agreement, with remarks.

RFP for procurement, implementation and maintenance of FDPS

S. No.	Requirements	Agree (Y/N)	Remarks
1	The selected vendor should implement and host the solution at GICHFL's Private cloud in High Availability mode, along with DR and a minimum uptime time of 99.50 %.		
2	The architecture should have the ability to increase the number of concurrent instances to keep the application and database server utilization parameters such as CPU/GPU, RAM, Virtual Memory / Paging, Storage space occupied, well below 70% of total allocation based on request load and scalability settings.		
3	The product should support SSO (Single Sign On) with Microsoft AD Authentication. The product should integrate with the core business systems (Ebixcash LMS-LCS, Pennant LOS, SAP FICO Accounts, Datawarehouse / data lake / MIS) and able to pull/push data from/to the interfaces.		
4	The Solution should be platform agnostic and responsive – not dependent on a particular hardware setup. It should be able to work on laptop / mac book, Android Tablet / Apple iPad, Mobiles (android, iOS).		
5	The Solution should be capable of, and be offered in, a manner that includes installation package, either as a single instance or multi-instance, depending on GICHFLs requirements.		
6	The Solution shall support real time DC to DR setup and sync and Rollover from DR to DC.		
7	The Solution should support database and OS level clustering.		
8	FDPS Product client view to be thin and light weight, easily accessible with low bandwidth availability.		
9	The selected vendor shall deploy the solution in the Production, DR, Training and/or Development / UAT environments, all environments that are applicable.		
10	The Solution shall cater to jurisdictions as per the Local Regulations as well as Client needs, based on GICHFLs Office location.		
11	The solution should offer maximum flexibility in User administration for all the modules while making available all the required user control tools at the hands of the GICHFL users. The solution should support super administration for GICHFL business as a whole as well as local administrators and user controls at Head/ Regional / branch level.		
12	The vendor should provide necessary changes in the FDPS to meet the regulatory / statutory guidelines / requirement as part of AMC.		

S. No.	Requirements	Agree (Y/N)	Remarks
13	The vendor shall do proactive monitoring and do capacity planning well in advance at regular intervals and advise GICHFL on software/hardware upgrades.		
14	Adequate staging procedures for supporting staging and availability of system 24*7*365 for SIT, UAT and data migration.		
15	Test environments should be 50% to production environment in terms of data, whereas application wise test environment should be replica of production environment.		
16	Integrity of data to be maintained at 100% of time.		
17	System should support customers Personal Identifiable Information data encryption at rest and in transit. API communications to be on secure encrypted channel.		
18	The solution shall comply with the IT Security Policy, Cyber Security Policy and IT Policy of GICHFL which is aligned to ISO 270001, NIST, DPDP.		
19	The Service Provider shall create adequate controls ensuring that, when exceptional or abnormal conditions occur, resulting errors do not allow users to bypass security checks or obtain core dumps. The solution shall have robust exception management and logging for RCA analysis.		
20	The system shall have Client account, transaction data or any sensitive information, such data should be encrypted when in transit.		
21	System should provide comprehensive audit trail and audit logs features to monitor activity of all programs / functions / processes and data files etc. and as per GICHFLs Policy and / or requirements. Audit logs should contain logs for all users including admin users.		
22	Segregation of duties is to be enabled (e.g. segregated function between system and application administration). Should allow multi-level administrators, i.e. system, functional etc. with modular approach in every kind.		
23	System should have the ability to define groups so that access can be categorized.		
24	All modules in the system are required to be fully integrated and provide online processing for Mobile/Web channels, real time updates.		
25	System should provide support to standard messaging protocols for interfacing.		

RFP for procurement, implementation and maintenance of FDPS

S. No.	Requirements	Agree (Y/N)	Remarks
26	Software interface should be able to handle exceptions (e.g. should be able to output to log files, retries) when unsuccessful. System should be able to handle continual processing or gracefully terminate.		
27	Vendor should provide performance / load threshold testing evidence / reports.		
28	Provide support for store-and-forward mechanism in case of a communication breakdown.		
29	Transaction screens should display system information including Processing Date, Current Time, Current User and other necessary information.		
30	Daily activity reports are provided to highlight all the transactions being processed during the day.		
31	Recording of Unsuccessful attempts to log-in to the system.		
32	System to provide session log files. The user should be able to analyze the information (e.g., account id, session time etc.).		
33	System should provide tracking of the client's IP & Network Interface address.		
34	Support for integration with standard report writers to generate user defined reports.		
35	The application software should be Platform independent w.r.t OS, third party tools etc.		
36	System should have the capability to interface with Credit Bureau and other External systems, Document Management System, Risk Management System, SMS and Email System, Other systems of GICHFL to capture related details required for FDPS.		
37	The system architecture must be scalable and shall support increasing number of users and concurrent processing		
38	The System software and required hardware for supporting the required present/future volume to be mentioned as part of the Software's System Infrastructure Requirement. Vendor shall assume, current concurrency of users and annual increase of up to 5-10% for next 5 years. Actuals can be confirmed during agreement signing. Sizing of storage should be computed accordingly which can be sustained for the entire contract period.		
39	The System should provide separate Admin Modules for System and User Admin functionalities.		

RFP for procurement, implementation and maintenance of FDPS

S. No.	Requirements	Agree (Y/N)	Remarks
40	Documents to be stored page wise and be retrieved page wise so that bandwidth usage is Minimized		
41	The system should support data validation during entry and capture audit details on save and update operations.		
42	The System should provide facility to upload and attach scanned images of documents with the application in compressed and encrypted form. Different users in the workflow should be able to view only the uploaded scanned document.		
43	All integration should be in STP mode with/without minimum intervention from user and leveraging existing platform		
44	The system should work satisfactorily with low bandwidth (32 kbps VSAT/64 Kbps lease line)		
45	The system should be compatible with any Web Browser like, Internet Explorer 8.0 and above/ Mozilla Fire Fox/ Google Chrome etc.		
46	The solution vendor should present and prepare Product implementation plan, report the status of implementation to relevant stakeholders regularly.		
47	The solution vendor shall participate in regular Steer-co meetings with Seniors at both ends, for project status and actions on critical requirements or road-blockers.		
48	The solution vendor shall annually provide Security Audit / Information Security Audit Reports for the solution with no open observations.		
49	The solution vendor shall annually provide source code audit / review report of the solution.		
50	Vendor shall perform initial configurations for workflows, business rule engine, parameters, etc. while implementing the solution.		
51	Post Go-Live, Vendor shall provide onsite hands-on support personnel for supporting as well as training GICHF admins for managing Change Requests for workflows, business rule engine, parameters, etc. This activity should be free of cost covered in post-production support warranty and period of this support can be decided during the agreement signing.		
52	AMC contract shall include 2.10.3 and 56 b. as support and services activity.		

S. No.	Requirements	Agree (Y/N)	Remarks
53	FDPS product should have the tool/facility to create / customize / configure / modify any report, page, form, workflow, parameter, Payout amount computation methodology etc. by the team of GICHFL itself without depending on the vendor.		
54	<p>DOCUMENTATION</p> <p>The following minimum documentation (hard copy and soft copy) on the proposed software components must be made available in English:</p> <ol style="list-style-type: none"> <li>1. General functional description</li> <li>2. Set up and installation guide</li> <li>3. User guide including: - <ol style="list-style-type: none"> <li>a. Screen layouts</li> <li>b. Report layouts</li> <li>c. Transaction processing rules</li> <li>d. Operation authorization descriptions</li> <li>e. Error correction procedure descriptions</li> </ol> </li> <li>4. Error tracking and defect resolution documentation process</li> <li>5. System administrator guide including: - <ol style="list-style-type: none"> <li>a. Data base administration guide</li> <li>b. Data backup guide</li> <li>c. System security and access guide</li> <li>d. System audit trail guide</li> <li>e. Glossary of terms</li> <li>f. Necessary training for version upgrades / system maintenance</li> <li>g. Changes in usage of the system in case of major upgrades</li> <li>h. Detailed SRS (System Requirement Specifications) Document</li> </ol> </li> <li>6. High Level Architecture Document.</li> <li>7. Techno – Functional Risks and Mitigation Document</li> <li>8. Functionality Traceability matrix</li> <li>9. High Level Design Document</li> <li>10. Test Plans</li> <li>11. Comprehensive Test Cases Document (Unit, Integration and UAT Test Cases tested)</li> <li>12. Deployment Plan Document</li> <li>13. Content Management Guide</li> <li>14. Change Management Methodology Document</li> </ol>		

S. No.	Requirements	Agree (Y/N)	Remarks
	15. Security Guide 16. User Management Guide 17. Release Notes 18. BCP Guide		
55	Vendor should provide root cause analysis for all performance, availability, technical or functional issues reported on Production. Formal root cause analysis to be delivered within 5 days of problem occurrence, including- <ol style="list-style-type: none"> <li>a. Explanation of the root cause</li> <li>b. Actions taken to resolve the problem</li> <li>c. Action plan to prevent recurrence, with project plan/tasks required and timing for each major milestone of the correction effort, and identification of GICHFLs responsibilities in the correction process.</li> </ol>		
56	Undertake and assist GICHFL official in the following server administrator activities (indicative): <ol style="list-style-type: none"> <li>a. Solution software Re-installation in the event of system crash/failures</li> <li>b. Configuring file systems, volumes and apportioning disk space.</li> <li>c. Ensure proper configuration of server parameters.</li> <li>d. Periodic system performance tuning.</li> <li>e. Addition, deletion, re-configuration of devices, additional users etc.</li> <li>f. Implementing security patches on servers at all levels.</li> <li>g. Security management - Configuring account policy, access rights, password control as per GICHFL's security policy, which is aligned to ISO 27001, NIST, DPDP.</li> <li>h. Ensure all critical services are running properly on the servers. Schedule and optimize these services.</li> <li>i. Maintain lists of all system files, root directories and volumes.</li> <li>j. Performance tuning of servers, databases, or any other dependent environment.</li> <li>k. Monitoring access logs and application logs</li> <li>l. Purging of temporary Files, logs in accordance with GICHFLs policies</li> </ol>		

S. No.	Requirements	Agree (Y/N)	Remarks
	<ul style="list-style-type: none"> <li>m. Data backup and restoration.</li> <li>n. Applying service packs, hot fixes and security rollouts.</li> <li>o. Troubleshooting Problems etc.</li> <li>p. Regular submission of various reports for all activities undertaken at periodicities, formats and activities etc. as decided by and at the discretion of GICHFL.</li> </ul>		
57	<p>Undertake with and assist the GICHFL official in the following server administrator activities (indicative):</p> <ul style="list-style-type: none"> <li>a. Configure Backup for automatic backup of Application and Data.</li> <li>b. Recovery of Data in case of necessity etc.</li> <li>c. Regular submission of various reports for all activities undertaken at periodicities, formats and activities etc. as decided by and at the discretion of GICHFL.</li> </ul>		
58	<p>Monitoring and confirming the DR replication and performing DR Drill:</p> <ul style="list-style-type: none"> <li>a. Ensuring that the application maintains the RPO and RTO as per GICHFLs requirements.</li> <li>b. Performing switchover and switchback operations for DR drills as per GICHFLs requirements.</li> <li>c. Coordinating with GICHFL for creating infrastructure for Disaster Recovery and Business Continuity Management as per GICHFLs policies.</li> </ul>		
59	All professional services of the solution vendor required for installation, commissioning and maintenance of the solution shall be included in the scope of work.		
60	The solution shall integrate with the GICHFLs existing network and security solutions.		
61	The Vendor will be responsible for notification of new versions / releases of the solution and supervise their implementation in mutually agreed deadlines.		
62	The software service must be conducted in a manner not compromising the security and integrity of GICHFLs data and not compromising the quality of operation of branches and administrative offices, particularly the services rendered to customers.		

## **2.10. Testing**

1. The Company proposes to conduct “User Acceptance Testing” (“UAT”) of the Solution for the purpose of ensuring that all the functionalities requested for by the Company are available and are functioning accurately. The selected bidder should test and provide QA and SIT sign off along with release notes for initiating UAT. Also, detailed test cases along with test data and test results shall be provided by the selected bidder and approved by the Company. The Company may also add test cases if it identifies any gaps. During UAT all necessary support needs to be provided by the selected bidder for timely fixing UAT issues.
2. The selected bidder will convey to the Company that all the customizations that are required for “Go Live”, as agreed upon and signed off by the Company are completed and the solution is ready for final testing.
3. The Company expects the test environment to always be available to the Company, for the purpose of testing.
4. The Bidder is expected to provide access for the company employees to its test infrastructure. The Company plans to use the testing environment throughout the period of the contract.
5. The Bidder will assist the Company in conducting all the tests and analysing/comparing the results. Bidder shall provide adequate full-time resources conversant in respective business areas, for troubleshooting and resolving defects during the entire UAT process.
6. Any deviations/discrepancies/errors observed during the testing phase will be formally reported to the selected Bidder and the selected bidder will have to resolve them immediately or within the UAT approach and guidelines formulated between the Bidder and the Company. The resolution timelines will be completely aligned to the committed project timeline by the bidder in the response of this RFP.
7. The selected bidder will be responsible for maintaining appropriate program change control and version control for all the modifications/enhancements carried out during the implementation/testing phase.
8. The selected bidder will be responsible for providing and updating system & user documentation as per the modifications.

## **2.11. Training**

### **2.11.1 End User Training**

Vendor shall provide training plan in detail covering the following.

1. The training to be provided to all FDPS end users. GICHFL may ask to provide training to end users in groups according to user roles.
2. Training should include training aids such as online tutorials, manuals, etc. for end users.
3. Provide detailed training plan for this purpose as part of the deliverables
4. Provide training material for an on-line training course which can be undertaken by employees as an e-learning program.

### **2.11.2 Technical and Operations Training**

Vendor shall provide training plan in detail covering the following,

1. Provide training to personnel identified by the GICHFL from Technical and administrative aspects of FDPS solution.
2. The training to be led by the instructors from the OEM.
3. The Supplier should provide the following trainings:
  - Solution Administration Training
  - Parameter Reconfiguration Training
  - New Configuration Training, etc.
4. Training program to be provided to minimum 10 officers. Training location shall be GICHFL Head Office.
5. Training should include training aids such as online tutorials, manuals, etc. for the IT personnel of GICHFL.
6. Provide detailed training plan for this purpose as part of the deliverables
7. Provide training material for an on-line training course which can be undertaken by employees as an e-learning program.
8. Training in usage and development of customized controls/ rule engines to be

given separately to all officers as part of the training.

Note: - Further, the overview of the application provided during the UAT phase will not form part of the training.

## **2.12. Facility Management Services**

The bidder shall deploy one FM support, for supporting the FDPS on regular working days and month ends or as decided by GICHFL. However, the bidder shall provide and maintain requisite skilled resources at their end as and when support required by GICHFL.

The brief scope for the FM resources is as below:

- a. Responsible for maintaining the System and Application uptime of the FDPS as specified by GICHFL.
- b. Should have knowledge of Database and related Operations required for maintaining the uptime of the solution.
- c. Co-ordinate with GICHFLs IT Team or other teams identified by GICHFL, Field staff and for resolving the infrastructure related issues of FDPS.
- d. Performing the Backup/restoration/patch/updates/upgrades of related activities pertaining to the OS/APP/DB/WEB/Middleware/ Servers and related peripherals of FDPS & related servers.
- e. FM personnel will be responsible for Log shipment, Backup, DC DR cutover drill, Restore-implementation of disaster recovery plan, if required as advised by GICHFL.
- f. User Management /Maintenance of FDPS.
- g. Maintenance of Key Management in FDPS.
- h. Follow the Incident reporting / ticketing system of GICHFL and update the same.
- i. Log ticket with helpdesk for support related issues through any of the following mode: Telephonic, Email, Ticketing Tool.
- j. Maintain log of all down calls for MIS purpose and provide required MIS/reports etc. to GICHFL as per requirement.
- k. Provide daily, weekly, monthly, quarterly reports to GICHFL in formats finalized during operations.

## RFP for procurement, implementation and maintenance of FDPS

- l. Prepare necessary documentation for FDPS.
- m. Work as per Standard Operating Processes defined by GICHFL.
- n. Escalate issues internally or to GICHFLs team for quick resolution of issues.
- o. Extend necessary support for special activities like Quarterly Disaster Recovery Drills, Information Security Audits or any other activities pertaining to RFP scope of work.
- p. Follow and implement change management process as per GICHFLs guidelines/policies.
- q. Vendor shall act as single point contact and carry out necessary coordination (call lodge, follow-ups etc.) with all stake holders for smooth functioning of the solution deployed within stipulated time frame.
- r. Regular Patch Management of APP/OS/DB/ Middleware.

### **2.13. Warranty and AMC/ATS for Software and Licenses**

- i. The selected vendor should provide comprehensive warranty for proposed solution for a period of three months from the date of Go-Live, including other software, associated modules and services required to meet the requirements in the RFP. Support and services for the remaining tenure will be covered under AMC+ATS.
- ii. The vendor shall be responsible for updates, patches, bug fixes, version upgrades.
- iii. The vendor shall provide AMC+ATS services for software provided as part of the solution.
- iv. During ATS, the vendor shall be responsible for the following:
  - Overall maintenance and working of the FDPS.
  - Defects/Bugs and relevant rectifications wherever necessary and deliver patches/ version changes effected. Provision should be available for version control and restoring the old versions in case of need by GICHFL.
  - Bug fixing, enhancement, modifications, customization, patches, upgrades due to statutory, regulatory, industry, Organization specific changes (including installation of new upgrades.)
  - Configuration changes, version up-gradations, performance monitoring,

## RFP for procurement, implementation and maintenance of FDPS

trouble shooting, patch installation, running of batch processes, database tuning, replacement / support, technical support for application and data maintenance, recovery, query generation and management etc. of all software supplied under this RFP.

- Undertake immediate bug fix actions in the event of software failure causing an interruption of operation of the FDPS as per the response / resolution times defined by GICHFL.
- Notify all the detected software errors and correct them as per the agreed timelines.
- Support GICHFL in integrating FDPS with any new applications.
- Routing the transactions through the backup system in case the primary system fails Switching to the DR site in case of system failure.
- No visiting costs, out of pocket expenses will be provided by GICHFL
- If selected bidder fails to resolve or does not attend the issue in mentioned time frame, penalty will be charged proportionately

### **2.14. Inspections and Tests**

GICHFL or its representative(s) shall have the right to and may visit and /or inspect any of the selected Bidder's premises to ensure that data provided by GICHFL is not misused. GICHFL shall notify the bidder in writing, in a timely manner, of the identity of any representatives for these purposes.

GICHFL will not bear any charges payable to the bidder's representative for such regulatory compliance inspections.

Should any inspected or tested Goods/software fail to conform to the Specifications, GICHFL may reject the Goods/software, and the bidder shall make alterations necessary to meet specification requirements at no additional cost to GICHFL.

GICHFL's right to inspect, test and, where necessary, reject the software after the software delivery shall in no way be limited or waived because of the software having previously been inspected, tested and passed by GICHFL.

## **2.15. Change Orders**

GICHFL may at any time, by a written order given to the selected bidder make changes within the general scope of the signed Contract in any one or more of the following:

- a. the place of implementation; and / or
- b. the Services to be provided by the selected bidder

## **2.16. Delays in The Supplier's Performance**

Delivery of the Goods and performance of Services shall be made by the bidder in accordance with the project plan timeline provided by the bidder in RFP response.

If at any time during performance of the Contract, the bidder should encounter conditions impeding timely delivery of the Goods and performance of Services, the bidder shall promptly notify GICHFL in writing of the fact of the delay, its likely duration and its cause(s). As soon as GICHFL is notified, GICHFL shall evaluate the situation and may at its discretion extend the bidder's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

## **2.17. Sub-Contracting**

The selected OEM vendor will not subcontract or delegate or permit anyone other than their on-roll personnel to perform any of the work, service or other performance required under the signed agreement without the prior written consent of GICHFL.

## **2.18. Warranty/Post-Warranty Services**

The selected bidder must support and maintain the solution implemented (including FDPS and supporting software and hardware) under the contract for the Solution under the warranty support till 3 months from go-live and AMC+ATS for remaining tenure post warranty.

The selected bidder shall submit a detailed plan including the manpower to be deployed

## RFP for procurement, implementation and maintenance of FDPS

during the post-implementation support of the solution. Manpower can be changed only with personnel with similar experienced substitute, after giving an advance notice of two weeks and taking approval from GICHFL.

The selected bidder should provide Resume/Curriculum Vitae and Background Verification of the personnel/ engineer assigned at GICHFL to be part of the Implementation/Onsite support for FDPS solution. Also, the personnel/engineer will be interviewed by GICHFL. GICHFL reserves the right to disqualify any personnel/ engineer if the personnel do not match GICHFLs requirements

### **2.19. Software performance**

Performance, Load balancing, Autoscaling shall be responsibility of the selected vendor and delays / failures in resolution of any issues shall be liable to SLAs under agreement as defined by GICHFL.

### **2.20. Backup and Archiving**

The selected bidder shall suggest a suitable backup and archiving solution for FDPS, Documents and Data, setup and periodically validate the same during the contract period. For 5 years after Production period, the bidder shall provide support to GICHFL for retrieval/access of data, documents from the backup/archival as part of AMC+ATS without any additional cost.

### **2.21. Disaster Recovery and Business Continuity Plan**

The selected bidder shall provide FDPS that is compatible and supports Business Continuity and Disaster Recovery plan as per GICHFLs policies. The selected bidder should highlight the provisions for disaster recovery and show that the application facilitates disaster recovery.

## **2.22. Preventive Maintenance**

The selected bidder shall provide onsite preventive maintenance on quarterly basis. Providing all deliverables, including warranty services etc., shall be the sole responsibility of the bidder. GICHFL will not be responsible for any delays/violation from third party vendors, if such services are availed from the bidder as part of agreement.

## **2.23. Mean Time Between Failures (MTBF)**

The selected bidder shall agree that if during the warranty period, the Software or any of the related/dependent components fail on four or more occasions in a quarter, it shall be replaced by equivalent / superior / part by the vendor at no additional cost to GICHFL.

## **2.24. Clarification of Offers**

To assist in the scrutiny, evaluation and comparison of offers / bids, GICHFL may, at its sole discretion, ask some or all bidders for clarification of their offer / bid. The request for such clarifications and the response will necessarily be in writing and no change in the price or substance of the bid shall be sought, offered or permitted. Any decision of GICHFL in this regard shall be final, conclusive and binding on the bidder.

### **3. Service Levels**

The Vendor understands the largeness of this Project and that it would require tremendous commitment of financial and technical resources for the same, for the tenure of Contract under this RFP. The Vendor therefore agrees and undertakes that an exit resulting due to expiry or termination of Contract under this RFP or for any reason whatsoever would be a slow process over a period of six (6) months, after the completion of the notice period, and only after completion of the Vendors obligations under a reverse transition mechanism. During this period of Reverse Transition, the Vendor shall continue to provide the Deliverables and the Services in accordance with the contract under this RFP and shall maintain the agreed Service levels. The Company shall make payment for these services as per terms.

- The Company expects that the successful Vendor to adhere to the following minimum Service Levels:
  - Any fault/ issue/ defect failure intimated by Company through any mode of communication like call/e-mail/fax etc. are to be acted upon, so as to adhere to the service levels. Business/ Service Downtime and Deterioration shall be the key considerations for determining “Penalties” that would be levied on the Successful Vendor.
  - The Vendor should have 24X7 monitoring, escalation and resolution infrastructure.
  - Time bound problem addressing team (onsite/offsite) for the complete contract period.
  - Vendor to arrange and provide for updates required in the system to meet the changes suggested by regulatory authorities towards compliance as part of ATS at no extra cost to Company for the entire contract period. Any delay in meeting the timelines would result in penalty.

Vendor will have to guarantee a minimum uptime of 99.5%, calculated on a monthly basis. Application (As a whole / any module of the application) availability, will be 99.5% on 24x7x365. The penalty will be calculated on basis of unplanned downtimes attributable to software issues, as per the details given below.

**Uptime percentage - 100% less Downtime Percentage**

**Downtime percentage** - Unavailable Time divided by Total Available Time, calculated on a monthly basis.

**Total Available Time** – 24 hrs per day for seven days a week excluding software, infrastructure and network planned downtimes.

**Unavailable Time** - Time involved while the solution is inoperative or operates inconsistently or erratically.

<b>Uptime Percentage (A)</b>	<b>Penalty Details</b>
A >= 99.5%	No Penalty
A >= 99% and A < 99.5%	5% of AMC+ATS Cost
A >= 98.5 % and A < 99%	10% of AMC+ATS Cost
A < 98.5%	20% of AMC+ATS Cost

The uptime percentage would be calculated on monthly basis and the calculated amount would be adjusted from every monthly payment. If Vendor materially fails to meet an uptime of 99.50% for three (3) consecutive months, the Company may have the right to terminate the contract. In case there are no pending invoices to be paid by the Company to the vendor, the vendor shall submit a pay order or cheque, payable at Mumbai and in favour of GICHFL, for the penalty amount within 30 days from the notice period issued by the Company.

### **3.1 Availability Service Level Default**

- Availability Service Level will be measured on a monthly basis.
- A Service Level Default will occur when the vendor fails to meet Minimum uptime (99.5%), as measured on a monthly basis.

Bidder shall determine the severity levels based on the criteria mentioned below:

<b>Severity Level</b>	<b>Number of users impacted</b>	<b>Effective Downtime</b>
Severity 1	Any problem where > 20% of the users of the application are affected	100%

RFP for procurement, implementation and maintenance of FDPS

Severity 2	Any problem $\leq 20\%$ of the users and $> 10\%$ of the users of the application are affected	90%
Severity 3	Any problem where $\leq 10\%$ of the users of the applications are affected	80%

**SLA Penalty Calculation:**

E.g. - There is an incident which occurs under the Severity Level 2 for which the downtime is for 5 hours in a month. Therefore, the effective downtime for the month would be:

$$5 \text{ hours} \times 90\% = 4.5 \text{ hours}$$

Therefore, the downtime of 4.5 hours would be considered due to this incident while computing the availability of the application.

## **4. RFP Response Instructions**

### **4.1 RFP Process**

The Request for Proposal (RFP) documents shall be issued exclusively to vendors that were directly invited and subsequently assessed by the Company through comprehensive product demonstrations. Following this evaluation process, the Company has exercised its discretion to identify and select vendors deemed capable of meeting the majority of the project's functional and technical requirements. This RFP is being conducted as a closed and limited procurement process; accordingly, only those vendors shortlisted through this internal evaluation shall be eligible to receive the RFP documents and participate further in the solicitation process.

### **4.2 Late bids**

Any bid received after the last date and time for submission of bids as prescribed in this RFP will be rejected and returned unopened to the Bidder.

### **4.3 Formation of Bid**

The bid must be made in an organized and structured manner. The Bid should be properly sealed and marked as "Procurement, Implementation and Maintenance of "Fraud Detection and Prevention System", RFP Reference Number, Bidder's name and address. The RFP response shall contain the following documents with bidder's seal and signature: -

<b>S.No.</b>	<b>List of Documents</b>
1	Tender Covering Letter
2	The response to the Functional and Technical requirements in PDF format, as per Sections 2.9 and 2.10, along with the additional documents requested in Section 5 for the evaluation of bids
3	Sealed Envelope containing commercial Bid price as per Appendix 1 duly labeled as 'Commercial Bid price and RFP Reference No., Name of the Bidder'.
4	Any other document indicating the feature of the product.

#### **4.4 Performance Bank Guarantee**

The successful bidder has to submit the Performance Bank Guarantee equivalent to 10% of Contract Value for the due performance of the contract, valid for 60 months including 3 months claim period. It is to be submitted centrally at HO IT Department level within 10 days from the letter of selection.

In case vendor(s) fails to perform the Contract or fails to pay the due penalty, if any, as demanded by GICHFL, GICHFL shall invoke the Bank Performance Guarantee to recover penalty/damages.

#### **4.5 Erasures or Alterations**

The Bid should contain no alterations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case corrections should be duly stamped and initialled / authenticated by the person/(s) signing the Bid. The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of bid not substantially/conclusively responsive to the bidding documents in every respect will be at the Bidders risk and may result in rejection of the bid.

#### **4.6 Others**

- a. Responses to this RFP by the Bidders shall not constitute an obligation on the part of the Company to award a contract for any services or combination of services. Failure of the Company to select a Bidder shall not result in any claim whatsoever against the Company and the Company reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever.
- b. By submitting a proposal, the Bidder agrees to promptly contract with Company for any work awarded to the Bidder, if any. Failure on the part of the selected Bidder to execute a valid contract with Company within 45 calendar days from the date of Purchase order herein will relieve Company of any obligation to the Bidder, and a different Bidder may be selected based on the selection process of Company.
- c. The terms and conditions as specified in the RFP, addenda and corrigenda issued by the Company thereafter are final and binding on the Bidders. In the event the Bidder is not

RFP for procurement, implementation and maintenance of FDPS

willing to accept the terms and conditions of Company, the Bidder may, in sole discretion of Company, be disqualified.

- d. The Bidder must strictly adhere to the delivery dates or lead times identified in their proposal including the project timeline. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the Company, may constitute a material breach of the selected Bidder's performance. In the event that the Company is forced to cancel an awarded contract (related to this RFP) due to the Bidder's inability to meet the established delivery dates that bidder will be responsible for any re-procurement costs suffered by the Company. The liability of re-procurement costs in such an event could be limited to the amount actually spent by Company for procuring similar deliverables and services. The re-procurement cost would be established post a reasonable due – diligence of the re-procurement cost to be incurred.
- e. By submitting the bid, the Bidder represents and acknowledges to the Company that it possesses necessary experience, expertise and ability to undertake and fulfil its obligations, under all phases involved in the performance of the provisions of this RFP. The Bidder represents that all services supplied in response to this RFP shall meet the proposed Solution requirements of the Company. The Bidder shall be required to independently arrive at a Solution, which is suitable for the Company, after taking into consideration the effort estimated for implementation of the same. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the Bidder at no additional cost to Company, unless bidder is able to explicitly justify the non-inclusion of such deliverables or services in the scope. The Bidder also acknowledges that Company relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the Bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, Company expects the Bidder to fulfil all the terms and conditions of this RFP. The modifications, which are accepted by the Company in writing, shall form a part of the final contract.
- f. The Bidder shall represent that the proposed software solution and its documentation and/or use of the same by Company shall not violate or infringe the rights of any third party or the

RFP for procurement, implementation and maintenance of FDPS

laws or regulations under any governmental or judicial authority. The Bidder further represents that the documentation to be provided to Company shall contain a complete and accurate description of the software, hardware and other materials and services (as applicable), and shall be prepared and maintained in accordance with the highest Industry standards. The Bidder represents and agrees to obtain and maintain validity throughout the Contract, of all appropriate registrations, permissions and approvals, which are statutorily required to be obtained by the selected Bidder for performance of the obligations of the selected Bidder. The Bidder further agrees to inform and assist the Company for procuring any registrations, permissions or approvals, which may at any time during the contract period be statutorily required to be obtained by the Company for availing services from the selected Bidder.

- g.** All terms and conditions, payments schedules, time frame for implementation, expected service levels as per this RFP will remain unchanged unless explicitly communicated by Company in writing to the Bidders. The Bidder shall at no point be entitled to excuse themselves from any claims by Company 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.
- h.** The Bidder covenants and represents to Company, the following:
- It is duly incorporated, validly existing and in good standing under as per the laws of the jurisdiction of its incorporation.
  - It has the corporate power and authority to perform its obligations hereunder and to execute appropriate contracts in terms of this RFP. The performance of terms and conditions under the RFP by it and the performance of its obligations hereunder are duly authorized and approved by all necessary action.
  - The execution, delivery and performance under an Agreement by such Party:
    - Will not violate or contravene any provision of its documents of incorporation.
    - Will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets are bound.
  - Except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other regulatory,

RFP for procurement, implementation and maintenance of FDPS

governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever.

- To the best of its knowledge, after reasonable investigation, no representation or warranty by such party in this tender and subsequent agreement, and no document furnished or to be furnished to the other party to this RFP and subsequent agreement, or in connection herewith or with the transactions contemplated hereby, contains or will contain any untrue or misleading statement or omits or will omit any fact necessary to make the statements contained herein or therein, in light of the circumstances under which made, not misleading. There have been no events or transactions, or facts or information which has come to, or upon reasonable diligence, should have come to the attention of such party and which have not been disclosed herein or in a schedule hereto, having a direct impact on the transactions contemplated hereunder.
- The selected Bidder shall undertake to provide appropriate manpower as well as other resources required, to execute the various tasks assigned as part of the project, from time to time. The Company has the right to interview any and all of the resources deputed by the selected bidder and only upon satisfaction will allow the resource to work on the project.
- All RFP response documents would become the property of the Company, and the Company also would not return the bid documents to the Bidders.
- Company will not bear any costs incurred by the Bidder for any discussion, presentation, demonstrations etc. on proposals or proposed contract or for any work performed in connection therewith.
- Company reserves the right to reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

## 5. Evaluation Methodology

The evaluation will be a three-stage process. The stages are:

- Functional and Technical Bid Evaluation
- Commercial Bid Evaluation
- Weighted evaluation

The Functional & technical evaluation and the commercial evaluation shall have the weightage of **70% and 30%** respectively. This weightage shall be considered for arriving at the successful bidder. The evaluation methodology vis-à-vis the weightages is as under:

### 5.1 Technical Bid Evaluation

S.No.	Proposed Bid Evaluation	Scores
1	Standing of the Company & Credential Strengths	10
2	Techno-Functional features evaluation and Demonstration of FDPS	50
3	Experience in FDPS with HFCs/Banks/NBFCs clients in Home Loan / LAP domain	20
4	Bidder presentations and Project Plan Timelines	20
<b>Maximum Proposal Bid Evaluation Score</b>		<b>100</b>

The technical evaluation would involve the following major areas:

#### 1. Standing of the Bidder and Credential strengths of the Bidder

Each Bidder having Credential strengths will get marks according to their Financial strength, No. of clients, Certifications & accreditations, No. of full-time resources. The bidder must submit an undertaking confirming these details, including the number of clients, Full-Time Equivalent (FTE) count, and copies of certifications and accreditations.

The bidder should provide the Certificate of Incorporation & Commencement of Business (applicable for Public Ltd./ Private Ltd Companies). A certified copy of the same are required to be submitted with the Bid.

## **2. Techno-Functional features evaluation and Demonstration in FDPS**

- The bidder is required to respond to each line item in the tables provided in Sections 2.9 and 2.10, as per the instructions outlined in those sections. The responses should be included along with the RFP submission. The company may request the bidder to demonstrate the product and will provide advance notice if a full or partial demonstration of any line item is required.
- The demonstration shall be carried out in Company's premises in Mumbai Head office.
- This will also enable the Company to understand the solution's features and fit with the proposed architecture and identify the level of customization required.
- The Company will communicate a date, time and location to the bidders any time after the last date for submission of proposals.

During the Product Demonstration, the Company will assess the Bidder based on the functionalities of the proposed solution, using Sections 2.9 and 2.10 as the basis.

The proposed solution offered, however, should have at least 70% of the requirements as a part of the standard product. The remaining shall be customized before Go Live at no extra cost to the GICHFL.

The total marks obtained against the total number of functional and technical specifications will be proportionately modified to a maximum of 50 for the sake of evaluation.

## **3. Experience in FDPS**

The Bidder should provide information on their experience in implementing FDPS (Fraud Detection and Prevention System) for clients in **Home Finance domain under HFCs / NBFCs / Banks**. The Bidder's past experience shall be evaluated, and the score obtained by the Bidder shall be considered for evaluation.

The Bidder should provide details of implementations in HFCs / NBFCs / Banks including details of Scope of Project, Number of Vendors with breakup of the role and Proof of Implementation. The bidder is required to provide detailed and verifiable references for these implementations, including the name of the organization, the reference contact person, and their contact details.

#### 4. Bidder presentations and Project Plan Timelines

The company will require bidders to submit presentations covering various aspects of the proposed solutions. These presentations will be scored based on the following key areas.

#	Evaluation of the Bidder Presentation
1	Project Execution Methodology
2	Solution Architecture and Design – Key Features and Functionalities
3	Operational Ease
4	Adherence to Project Timelines
5	Execution Competency (Solution Accelerators, Functional & Technical Competency)

The company may also invite bidders to make presentation on a case-by-case basis at the company's head office in Mumbai. This process will allow the company to seek clarifications on any issues arising from the bidders' responses to the RFP.

#### 5.2 Commercial Bid Evaluation

The commercial bid evaluation will be carried out through sealed envelope containing "commercial bid Price". Based on the commercial bid values obtained, the bidder with the lowest commercial proposal will be designated as L1 Bidder.

- **Weighted Evaluation:**

On the basis of the combined weighted score for technical and commercial evaluation, the bidders shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 shall be recommended for award of contract.

As an example, the following procedure can be followed:

A score (S) will be calculated for all qualified bidders using the following formula:  $C_{low}/C_{X100} + T(1-X)$

RFP for procurement, implementation and maintenance of FDPS

C stands for discounted rate arrived basis of commercial evaluation; Clow stands for the lowest rate arrived basis of commercial evaluation. T stands for technical evaluation score and X is equal to 0.30.

#	Bidder	Technical Evaluation Marks (T)	Discounted Rate (C)	T * 0.70 (A)	[(Clow / C) * 100] * 0.30 (B)	Score (S) = A + B)
1	AAA	75	120	52.50	25.00	77.50
2	BBB	80	100	56.00	30.00	86.00
3	CCC	90	110	63.00	27.27	90.27

In the above example, Clow is 100. CCC, with the highest score, becomes the successful bidder (H1).

In case of more than one vendor with equal highest score (S) up to three decimals, then number of decimals will be increased.

The Company may in its absolute discretion engage in discussion or negotiation with H1 bidder. The decision of the Company shall be final and binding on all the vendors to this document. The Company reserves the right to accept or reject an offer without assigning any reason whatsoever.

## 6. Payment Terms

The bidder must accept the payment terms proposed by the Company. The commercial bid submitted by the bidder must be in conformity with the payment terms proposed by the Company. Any deviation from the proposed payment terms would not be accepted. The Company shall have the right to withhold or deduct (in event of SLA breach) any payment due to the selected bidder, in case of delays or defaults on the part of the selected bidder. Such withholding of payment shall not amount to a default on the part of the Company. If any of the items / activities as mentioned in the price bid is not taken up by the Company during the course of the assignment, the Company will not pay the professional fees quoted by the vendor in the price bid against such activity / item.

### 6.1 Payout Structure

The payment will be released as follows:

Phase	Percentage of Payment	Milestone
Phase 1	10%	On project kick-off with final project report acceptable to GICHFL duly supported / substantiated by documentary support/evidence etc.
Phase 2	20%	On successful implementation of software in UAT environment and verified by GICHFL. UAT user group training to be completed
Phase 3	20%	On successful UAT Signoff, implementation of software in production, Pilot user training and Go-live completion at Pilot Branches.
Phase 4	30%	Roll out across all remaining locations and go live with Successful completion of all user training.
Phase 5	20%	After three months of successful and stable functioning of the complete system. (warranty support period)

### 6.2 Pricing

Upon completion and signoff of the project milestones mentioned in section 6.1 bidder will

RFP for procurement, implementation and maintenance of FDPS

be eligible to raise the invoices to GICHFL. The Company will pay invoices within a period of 45 days from the date of receipt of undisputed invoices. Any dispute regarding the invoice will be communicated to the selected bidder within 15 days from the date of receipt of the invoice. After the dispute is resolved, Company shall make payment within 30 days from the date the dispute stands resolved.

Upon the system going live across all branches and end of warranty period, the initiation of the Annual Maintenance Contract (AMC), payments shall be made on a monthly basis, following the end of each calendar month, against the submission of the original invoice from the company. The agreed prices shall remain fixed and shall not be subject to escalation once finalized and accepted by the Company and the selected bidder. Payments will be released by the Company in accordance with the above payment terms, contingent upon the submission of all relevant documentation.

## **7. Terms & Conditions**

### **7.1 General**

1. The Company expects the vendor to adhere to the terms of this RFP document and would not accept any deviations to the same.
2. The company expects that the vendor appointed under this RFP Document shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required by Company.
3. Unless agreed to specifically by the Company in writing for any changes to the RFP document issued the vendor responses would not be incorporated automatically in the RFP document.
4. Unless expressly overridden by the specific agreement to be entered into between the Company and the vendor, the RFP document shall be the governing document for arrangement between the Company and the selected vendor.

### **7.2 Indemnity**

The Selected Vendor shall indemnify the company, and shall always keep indemnified and hold the Company, its employees, personnel, officers, directors, (hereinafter collectively referred to as “Personnel”) harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Company as a result of:

1. Company’s authorized / bona fide use of the Deliverables and /or the Services provided by selected Vendor under this RFP; and/or
2. any act of commission or omission, fraud, negligence, breach on the part the selected Vendor and/or its employees, agents, sub-contractors in performance of the obligations under this RFP; and/or any act of omission of statutory requirement and/or
3. claims made by employees or subcontractors or subcontractors’ employees, who are deployed by the selected Vendor, against the company; and/or

RFP for procurement, implementation and maintenance of FDPS

- 4 claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the selected Vendor to its employees, its agents, contractors and sub-contractors.
- 5 breach of any of the term of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the selected Vendor under this RFP/subsequent agreement; and/or
- 6 any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
- 7 breach of confidentiality obligations of the selected Vendor contained in this RFP; and/or
- 8 The acts, errors, representations, misrepresentations, willful misconduct or negligence or gross misconduct attributable to the selected Vendor or its employees or sub-contractors under this RFP/subsequent agreement.
- 9 Loss of data due to selected vendor provided facility or
- 10 Any deficiency in the services of selected Bidder.
- 11 Any transaction contemplated under this RFP/subsequent agreement.
- 12 The provisions of this Clause shall survive the termination of RFP and subsequent Agreement made thereafter.

The selected Vendor shall at its own cost and expenses defend or settle at all point of time any claim against the Company that the Deliverables and Services delivered or provided under this RFP infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trademark in the country where the Deliverables and Services are used, sold or received, provided the Company:

- notifies the selected Vendor in writing as soon as practicable when the Company becomes aware of the claim; and
- Cooperates with the selected Vendor in the defense and settlement of the claims.

However, (i) the selected Vendor shall take sole control of the defense and all related settlement negotiations (ii) the company provides will the selected Vendor with the assistance, information and authority reasonably necessary to perform the above and (iii) the Company does not make any statements or comments or representations about the claim without the prior written consent of the selected Vendor, except where the Company is required by any authority/regulator to make a comment/statement/representation.

## RFP for procurement, implementation and maintenance of FDPS

If use of deliverables is prevented by injunction or court order because of any such claim or deliverables is likely to become subject of any such claim then the selected Vendor, after due inspection and testing and at no additional cost to the Company, shall forthwith either 1) replace or modify the software / equipment with software / equipment which is functionally equivalent and without affecting the functionality in any manner so as to avoid the infringement; or 2) obtain a license for the Company to continue the use of the software / equipment, as required by the Company as per the terms and conditions of this RFP and subsequent agreement and to meet the service levels; or 3) refund to the Company the amount paid for the infringing software / equipment and bear the incremental costs of procuring a functionally equivalent software / equipment from a third party, provided the option under the sub clause (3) shall be exercised by the Company in the event of the failure of the selected Vendor to provide effective remedy under options (1) to (2) within a reasonable period which would not affect the normal functioning of the Company.

The selected Vendor shall not be liable for defects or non-conformance resulting from:

- Software, hardware, interfacing, or supplies for the solution not approved by selected Vendor; or
- any change, not made by or on behalf of the selected Vendor, to some or all of the software/deliverables supplied by the selected Vendor or modification thereof, provided the infringement is solely on account of that change.

### **7.3 No liability**

1. All employees engaged by the Service Provider shall be in sole employment of the Service Provider and the Service Provider shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall company be liable for any payment or claim or compensation (including but not limited to compensation on account of injury/death/termination) of any nature to the employees and personnel of the Service Provider.
2. Company shall not be held liable for and is absolved of any responsibility or claim/litigation arising out of the use of any third-party software or modules supplied by the Service Provider as part of this Agreement.
3. Under no circumstances Company shall be liable to the Service Provider for direct,

indirect, incidental, consequential, special or exemplary damages arising from termination of this project, even if Company has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business

## **7.4 Extension of Contract Post Expiry**

1. The Company desires to appoint the vendor for a total period specified in the RFP, considering the effort and investments required in the arrangement. However, understanding the complexities of the entire arrangement, Company would like to safeguard the interests of all the entities involved in the arrangement. Therefore, the Company would like to have options to revisit the arrangements and terms of contract as well as to re-price the same (rates similar or less than existing arrangement) after the contract expiry, if necessary.
2. The Company expects the benefits from any unanticipated decrease in technology infrastructure costs, over the term of the contract due to reduction of prices, efficient use of IT infrastructure/reduction of statutory charges, etc. and operations management methods that yield more efficient operations, to be passed on through re-negotiation. No conflict between the Selected Bidder and the Company will cause cessation of services.

## **7.5 Termination of Contract**

1. Company shall have the option to terminate any subsequent agreement and / or any particular order, in whole or in part by giving Vendor at least 90 days prior notice in writing. It is clarified that the Vendor shall not terminate the subsequent Agreement for convenience.
2. However the Company will be entitled to terminate subsequent agreement, if Vendor breaches any of its obligations set forth in this RFP and any subsequent agreement and Such breach is not cured within thirty (30) Working Days after the Company gives written notice; or if such breach is not of the type that could be cured within thirty (30) Working Days, failure by Vendor to provide the Company, within thirty (30) Working Days, with a reasonable plan to cure such breach, which is acceptable to the Company.
3. Nonconformity of the Deliverables or Services with the terms and Specifications of the RFP as observed during post-delivery audit or otherwise; or serious discrepancy in the quality of service/hardware/software expected during the implementation, rollout and subsequent maintenance process.

RFP for procurement, implementation and maintenance of FDPS

This Tender and subsequent Agreement shall be deemed to have been terminated by either Party one day prior to the happening of the following events of default:

The other Party becomes unable to pay its debt as they fall due or otherwise enters into any composition or arrangement with or for the benefit of its creditors or any class thereof; A liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the other Party and such appointment continues for a period of twenty-one (21) days.

The other Party is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the other Party; or the other Party becomes the subject of a court order for its winding up.

4. In the event of a termination of the Contract by the Company, the Bidder shall do all such acts or deeds as may be required to fully compensate the Company for all expenditure incurred by the Company in executing or obtaining the execution of the Project, till such time of termination and for any removal and/or relocation that may be required by the Company following such termination. The Company shall not bear any liability in this regard. The company shall recover all the cost of replacing vendor and or the company shall impose liquidated damages. In the event of the Company communicating its intention to terminate the Contract, selected bidder shall continue to render such Services as it is required to under this RFP/bid and subsequent Contract, including but not limited to Facilities Management, support and maintenance for the Deliverables for a period up to 6 months following notice of intention to termination, until such time that the Company indicates that it has been able to make alternative arrangements for the provision of such Services, in accordance with the terms, including those pertaining to payment, contained herein.
5. In the event of the Company communicating its intention to terminate the Contract due to change in its policy or Business Practice or any other reason which may arise due to unforeseen circumstances, selected bidder shall continue to render such Services as it is required to under this RFP/bid and subsequent Contract, including but not limited to Facilities Management, support and maintenance for the Deliverables for a period up to 6 months following notice of intention to termination, until such time that the Company

indicates that it has been able to make alternative arrangements for the provision of such Services, in accordance with the terms, including those pertaining to payment, contained herein.

6. Any other reason.

### **7.5.1 Other Rights or Remedies**

Termination of the contract in whole or part is without prejudice to any other rights or remedies that either Party may have under the contract including the invocation of the performance guarantee by the Company and does not affect any accrued rights or liabilities of either Party at the date of termination.

### **7.5.2 Effects of Termination**

Notwithstanding termination of the contract in whole or in respect of any part of the Services for any reason, the contract continues in force to the extent necessary to give effect to those of its provisions which expressly or implicitly have effect after termination; and Where Company terminates any Part of the Project, the parties shall continue to perform their respective obligations under the contract in connection with that portion of the Project in respect of which there has been no termination.

### **7.5.3 Consequence of Termination**

If Company terminates the contract in whole or in respect of any part of the Project in accordance with its terms, it will incur no liability to the selected bidder as a result of such termination, other than:

- the charges or any other amounts due to selected bidder up to the date of termination.
- amounts payable for any Services already performed at the date of the termination.
- amounts payable for Services yet to be performed but which the parties agree not to terminate after performance of those services; and

The selected bidder understands the scale, tenure and criticality of this Project and that it would require tremendous commitment of financial and technical resources for the same from the selected bidder for the tenure of this tender and subsequent Agreement/Contract. The parties therefore agree and undertake that an exit at any point in time resulting due to expiry

## RFP for procurement, implementation and maintenance of FDPS

or termination of RFP and subsequent Agreement/Contract for any reason whatsoever would be a slow process over a period of six (6) months, after the completion of the notice period of three (3) months, and only after completion of the selected bidder's obligations under a reverse transition mechanism. During this period of Reverse Transition, the selected bidder shall continue to provide the Deliverables and the Services in accordance with this RFP and subsequent Agreement/Contract and shall maintain the agreed Service levels.

Upon Company's request, with respect to (i) any agreements for maintenance, disaster recovery services or other third-party applications/solutions, and any Deliverables not owned by the selected Bidder, being used by the selected Bidder to provide the Services and (ii) the assignable agreements, selected Bidder shall, use its reasonable commercial endeavours to transfer or assign such agreements and selected Bidder's equipment to Company and its designee(s) on commercially reasonable terms mutually acceptable to both parties.

Upon Company's request in writing, selected bidder shall be under an obligation to transfer to Company or its designee(s) the Deliverables being used by the selected bidder to perform the Services free and clear of all liens, security interests, or other encumbrances at a value calculated as stated.

As part of the reverse transition services, Company shall have the right, and selected bidder shall not object to or interfere with such right, to contract directly with any selected bidder's subcontractor.

Procedure for transition and migrating to the new appointed Bidder is as follows:

- Time frame for parallel run
- Skill transfer mechanism
- Requirement
- Reverse Transition Plan

Reverse Transition Services are the services provided by selected bidder to Company during the reverse transition period which will start after completion of the three (3) months' notice period to facilitate an orderly transfer of the Services to Company or to an alternative third party service provider nominated by Company. Where Company elects to transfer responsibility for service delivery to multiple Bidders, Company will nominate a services

## RFP for procurement, implementation and maintenance of FDPS

provider who will be responsible for all dealings with such Bidders regarding the delivery of Reverse Transition Services.

The Reverse Transition Services, to be provided by the selected bidder to the Company shall include the following:

### **7.5.4 Data Migration**

The selected Bidder will assist the company in migration exercise without any cost to the company.

### **7.5.5 Knowledge Transfer**

The selected bidder shall provide such necessary information, documentation to the Company or its assignee, for the effective management and maintenance of the deliverables under this RFP. Selected bidder shall provide documentation (in English) in electronic form of all existing procedures, policies and programs required to support the services. Such documentation will be subject to the limitations imposed by selected bidder's Intellectual Property Rights of this RFP and shall include:

- Operational work instructions
- Listing of all events being monitored and the monitoring frequency
- Listing of all third (3rd) party vendors those have been directly related to the provision of the Services and that may be the subject of a request by Company or the replacement service provider for assignment, cancellation or renovation

All trainings that the Company feels are necessary to be imparted to the Company or its designees' personnel, the same shall be scoped and reasonably charged additionally.

### **7.5.6 Warranties**

- All the warranties held by or in the name of the selected bidder shall be assigned or transferred "As Is" in the name of the Company. The selected bidder shall execute any and all such documents as may be necessary in this regard.
- The parties shall return confidential information and will sign-off and acknowledge the return of such confidential information.

## RFP for procurement, implementation and maintenance of FDPS

- Selected bidder shall provide all other services as may be agreed to by the parties in connection with the reverse transition services. However, in case any other services, in addition to the above are needed, the same shall be scoped and reasonably priced. Reverse transition services shall be charged based on selected bidder's then current time and materials rates.
- The selected bidder recognizes that considering the enormity of the assignment, the transition services listed herein are only indicative in nature and the selected bidder agrees to provide all assistance and services required for fully and effectively transitioning the services provided by the selected bidder under this tender and subsequent agreement, upon termination or expiration thereof, for any reason whatsoever.

### **7.6 Compliance with Laws**

- Compliance with all applicable laws: The Bidder shall undertake to observe, adhere to, abide by, comply with and notify the Company about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Company and its employees / officers / staff / personnel / representatives / agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.
- Compliance in obtaining approvals/permissions/licenses: The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Company and its employees/officers/staff/personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Company will give notice of any such claim or demand of liability within reasonable time to the Bidder.

## RFP for procurement, implementation and maintenance of FDPS

- The Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would cover damages, loss or liabilities suffered by the Company arising out of claims made by its customers and/or regulatory authorities.

### **7.7 Assignment**

- The selected bidder agrees that the selected bidder shall not be entitled to assign any or all of its rights and/or obligations under this tender and subsequent agreement to any entity including selected Bidder's affiliate without the prior written consent of the Company.
- If the Company undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this RFP/contract shall be considered to be assigned to the new entity and such an act shall not affect the rights of the Company and the Bidder under this RFP.

### **7.8 Transportation and Insurance**

All the costs should include cost, insurance and freight (c.i.f). However, the selected bidder has the option to use transportation and insurance cover from any eligible source.

### **7.9 Inspection of Records**

All records of bidder with respect to any matters covered by this RFP shall be made available to the Company or its designees at any time during normal business hours, as often as the Company deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. Company would execute confidentiality agreement with the Bidder, provided that the auditors would be permitted to submit their findings to the Company, which would be used by the Company. The cost of the audit will be borne by the Company. The scope of such audit would be limited to Service Levels being covered under this RFP and subsequent contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities. The Bidder's records and sites managed for the Company shall also be subject to Regulator/Company inspection.

## **7.10 Publicity**

The Bidder shall not make any press releases or statements of any kind including advertising using the name or any service marks or trademarks of the Company regarding the contract or the transactions contemplated hereunder without the explicit written permission of the Company. The Bidder shall not, use the Company's name as a reference, without the express written permission of the Company first being obtained, and then only strictly in accordance with any limitations imposed in connection with providing such consent. The Company agrees not to use the Bidder's trade or service marks without the Bidder's prior written consent.

## **7.11 Solicitation of Employees**

During the term of the Contract and for a period of two years after any expiration of the contract period/termination or cancellation of the Contract, both the parties agree not to hire, solicit, or accept solicitation (either directly, indirectly, or through a third party) for their employees directly involved in this contract during the period of the contract and two year thereafter, except as the parties may agree on a case-by-case basis. The parties agree that for the period of the contract and two years thereafter, neither party will cause nor permit any of its directors or employees who have knowledge of the agreement to directly or indirectly solicit for employment the key personnel working on the project contemplated in this proposal except with the written consent of the other party.

The above restriction would not apply to either party for hiring such key personnel who

1. initiate discussions regarding such employment without any direct or indirect solicitation by the other party; or
2. respond to any public advertisement placed by either party or its affiliates in a publication of general circulation

## **7.12 Visitorial Rights**

The Company and its authorized representatives, including any regulator shall have the right to visit any of the vendor's premises without prior Request for Proposal - Selection of notice to ensure that data provided by the Company is not misused. The selected bidder shall cooperate with the authorized representative/s of the Company and shall provide all information/ documents required by the Company.

### **7.13 Monitoring and Audit**

Compliance with security best practices may be monitored by various periodic security audits performed by or on behalf of the Company. The periodicity of these audits will be decided at the discretion of the Company. These audits may include, but are not limited to, a review of access and authorization procedures, physical security controls, backup and recovery procedures, security controls and program change controls. To the extent that the Company deems it necessary to carry out a program of inspection and audit to safeguard against threats and hazards to the confidentiality, integrity, and availability of data, the selected bidder shall afford the Company's representatives access to the selected bidder's facilities, installations, technical resources, operations, documentation, records, databases and personnel. The selected bidder must provide the Company access to various monitoring and performance measurement systems (both manual and automated). The Company has the right to get the monitoring and performance measurement systems (both manual and automated) audited without prior approval/notice to the selected bidder.

### **7.14 Guarantees**

1. Bidder shall guarantee that the software and allied components used to service the Company are licensed and legal. All hardware and software must be supplied with their original and complete printed documentation.
2. The Bidder also undertakes to keep all the licenses in force till the expiry of the contract period by renewing them as and when necessary.

### **7.15 Force Majeure**

1. The Selected Bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if any to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
2. For purposes of this Clause, "Force Majeure" means an event explicitly beyond the reasonable control of the Selected Bidder and not involving the Selected Bidder's fault or negligence and not foreseeable. Such events may be due to or as a result of or caused by act of God, wars, insurrections, riots, earth quake and fire, revolutions, civil commotion,

## RFP for procurement, implementation and maintenance of FDPS

floods, epidemics, quarantine restrictions, trade embargos, declared general strikes in relevant industries, satellite failure, act of Govt. of India, events not foreseeable but does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation. In the event of any such intervening Force Majeure, either party shall notify the other in writing of such circumstances or the cause thereof immediately within five calendar days.

3. Unless otherwise directed by the Company in writing, the Selected Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
4. In such a case the time for performance shall be extended by a period(s) not less than duration of such delay. If the duration of delay continues beyond a period of three months, the Company and the Selected Bidder shall hold consultations in an endeavour to find a solution to the problem.
5. Notwithstanding above, the decision of the Company shall be final and binding on the Selected Bidder.

### **7.16 Resolution of Disputes**

1. The Company and the selected bidder shall make every effort to resolve amicably, by direct informal negotiation between the respective project managers of the Company and the selected bidder, any disagreement or dispute arising between them under or in connection with the contract.
2. If the Company project manager and Empanelled bidder's project manager are unable to resolve the dispute after thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by the selected bidder and Company respectively.
3. If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the selected bidder and Company, the Company and the selected bidder have been unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution through formal arbitration.

## **7.17 Arbitration**

1. Any dispute, controversy or claims arising out of or relating to this RFP, its validity, breach or termination thereof, shall be settled by arbitration in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996.
2. All questions, claims, disputes or differences arising under and out of, or in connection with the RFP/ subsequent contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the RFP/ subsequent contract shall be referred to arbitration by a sole Arbitrator to be appointed by the Company.
3. The place of arbitration shall be at Mumbai.
4. The arbitral procedure shall be conducted in the English, and any award or awards shall be rendered in English. The procedural law of the arbitration shall be the Indian law.
5. The award of the arbitrator shall be final and conclusive and binding upon the Parties, and the Parties shall be entitled (but not obliged) to enter judgment thereon in any one or more of the highest courts having jurisdiction. The Parties further agree that such enforcement shall be subject to the provisions of the Indian Arbitration and Conciliation Act, 1996 and neither Party shall seek to resist the enforcement of any award in India on the basis that award is not subject to such provisions.
6. The rights and obligations of the Parties under or pursuant to this Clause, including the arbitration clause in this RFP, shall be under the exclusive jurisdiction of the courts located at Mumbai only.
7. If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be first transmitted by facsimile transmission by postage prepaid registered post with acknowledgement due or by a reputed courier service, in the manner as elected by the Party giving such notice. All notices shall be deemed to have been validly given on (i) the business date immediately after the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or (ii) the expiry of five days after posting if sent by registered post with A.D., or (iii) the business date of receipt, if sent by courier.

## **7.18 Governing Law and Jurisdiction**

This RFP and subsequent agreement with the Selected Bidders shall be governed and

construed in accordance with the laws of India and courts in Mumbai will have the exclusive jurisdiction to determine the issues arising out of this RFP.

## **7.19 Corrupt and Fraudulent practice**

1. As per Central Vigilance Commission (CVC) directives, it is required that Bidders observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy.
2. “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution.
3. “Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Company and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Company of the benefits of free and open competition.
4. The Company reserves the right to reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
5. The Company reserves the right to declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
6. The successful bidder will be required to enter into an integrity pact with the Company as per the CVC guidelines. The integrity pact is available on the CVC website.

## **7.20 Waiver**

No failure or delay on the part of either party relating to the exercise of any right, power, privilege or remedy provided under this RFP or subsequent agreement/contract with the other party shall operate as a waiver of such right, power, privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right, power, privilege or remedy preclude any other or further exercise of such or any other right, power, privilege or remedy provided in this RFP all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

## **7.21 Violation of Terms**

The Company clarifies that the Company shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the bidders from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Company may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

## **7.22 Addition/Deletion of Qualified Offerings**

- 1.** Both parties agree that the intent of this RFP is to establish an initial set of service offerings. The Company recognizes that, as the use of these services expands, it is possible that additional services and/or service categories will be needed. In addition, the Company recognizes that from time to time, hardware and software products that are provided as part of selected bidder's services will be upgraded or replaced as technology evolve. Replacement and/or supplemental hardware and software products that meet or exceed the minimum proposal requirements may be added with the prior approval of the Company. For this purpose, a Change Order Procedure will be followed. Company may request a change order in the event of actual or anticipated change(s) to the agreed scope of work, services, deliverables and schedules. The selected bidder shall prepare a change order reflecting the actual or anticipated change(s) including the impact on deliverables schedule. The selected bidder shall carry out such services as required by the Company. The terms of the contract would apply to such incremental deliverables and services.
- 2.** The selected bidder shall agree that the price for incremental offering cannot exceed the original proposed cost, and the Company reserves the right to re-negotiate the price. At the unit rates provided for TCO calculations, the Company has the right to order as much as it wants at those rates. However, this excludes the hardware to be provided by the Bidder at their cost due to under sizing.
- 3.** The Company is under no obligation to honour such requests to add service categories or amend this contract.
- 4.** As a method for reviewing selected bidder's services and Company requirements, the Company will sponsor regular reviews to allow an exchange of requirements and

opportunities.

5. All quantities mentioned in this RFP are indicative. The quantities of components to be procured as part of this RFP can be varied by the Company. This also includes the right to modify the number of source systems, targets, reports & statements, dash boards, score cards, concurrent users etc.

### **7.23 Master Service Agreement and Non-Disclosure Agreement**

The selected vendor shall execute:

- a) Master Service Agreement (MSA), which must include all the services and terms and conditions of the services (SLA) to be extended as detailed herein, and as may be prescribed or recommended by the Company
- b) Non-Disclosure Agreement (NDA), the selected vendor shall execute the NDA within two months the date of acceptance of letter of appointment or as intimated by the Company.
- c) The stamp duty or any other associated charges to execute the above-mentioned document shall be borne by the successful bidder.

### **7.24 Liquidated Damages**

1. Company expects that the selected bidder completes the scope of the project as mentioned in section 2.9 and 2.10 – within Project timeline committed by the bidder. Inability of the selected bidder to either provide the requirements as per the scope or to meet the committed timelines would be treated as breach of contract and would invoke the penalty clause. The proposed rate of penalty would be 0.5% of the entire project cost/TCO per week of delay or non-compliance. Company at its discretion may apply this rule to any major non-delivery, non-adherence, non-conformity, non-submission of agreed or mandatory documents as part of the Project.
2. Thereafter, at the discretion of the Company, the contract may be cancelled. Company also has the right to invoke the Performance Guarantee, Penalty Clause on delay which is not attributable to Company and is attributable to the selected Bidder.
3. Inability of the selected bidder to provide services at the service levels defined would result in breach of contract and would invoke the clause.
4. Notwithstanding anything contained above, no such penalty will be chargeable on the selected bidder for the inability occasioned, if such inability is due to reasons entirely

attributable to Company.

## **7.25 Set Off**

Without prejudice to other rights and remedies available to the company it shall be entitled to earmark, set-off or adjust any amounts due to the company, under any clause of the RFP, from the selected bidder Provider against payments due and payable by the company to the selected bidder/Service Provider for the services rendered.

The provisions of this Clause shall override all other clauses and shall survive the termination of this Agreement.

## **7.26 Information Ownership**

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

ISMS Framework (latest): The selected bidder and the team shall abide by the ISMS framework of the Company which includes Incident Management, Change Management, Capacity Management, Configuration Management etc.

## **7.27 Sensitive Information**

Any information considered sensitive must be protected by the selected bidder from unauthorized disclosure, modification or access.

Types of sensitive information that will be found on Company's systems the selected bidder may support or have access to include, but are not limited to: Information subject to special statutory protection, legal actions, disciplinary actions, complaints, IT security, pending cases, civil and criminal investigations, etc.

## **7.28 Privacy and Security Safeguards**

The selected bidder shall not publish or disclose in any manner, without the Company's prior written consent, the details of any security safeguards designed, developed, or

implemented by the selected bidder under this contract or existing at any Company location. The selected bidder shall develop procedures, and implementation plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all Company data and sensitive application software & data. The selected bidder shall also ensure that all sub-contractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Company's prior written consent, the details of any security safeguards designed, developed, or implemented by the selected bidder under this contract or existing at any Company location.

## **7.29 Confidentiality**

1. "Confidential Information" means any and all information that is or has been received by the selected bidder ("Receiving Party") from the Company ("Disclosing Party") and that relates to the Disclosing Party; and is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential or is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants.
2. Without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, drawings, designs, specifications, graphs, layouts, plans, charts, studies, memoranda or other documents, or materials relating to the licensed software, the modules, the program documentation, the source codes, the object codes and all enhancements and updates, services, systems processes, ideas, concepts, formulas, methods, know how, trade secrets, designs, research, inventions, techniques, processes, algorithms, schematics, testing procedures, software design and architecture, computer code, internal documentation, design and function specifications, product requirements, problem reports, analysis and performance information, business affairs, projects, technology, finances (including revenue projections, cost summaries, pricing formula), clientele, markets, marketing and sales programs, client and customer data, appraisal mechanisms, planning processes, etc. or any existing or future plans, forecasts or strategies in respect thereof.
3. "Confidential Materials" shall mean all tangible materials containing Confidential

## RFP for procurement, implementation and maintenance of FDPS

Information, including, without limitation, written or printed documents and computer disks or tapes, whether machine or user readable. Information disclosed pursuant to this clause will be subject to confidentiality forever.

4. Nothing contained in this clause shall limit the selected bidder from providing similar services to any third parties or reusing the skills, know-how and experience gained by the employees in providing the services contemplated under this clause, provided further that the selected bidder shall at no point use the Company's confidential information or Intellectual property.
5. The Receiving Party shall, at all times regard, preserve, maintain and keep as secret and confidential all Confidential Information and Confidential Materials of the Disclosing Party howsoever obtained and agrees that it shall not use the Company's confidential information or IPR, without obtaining the written consent of the Company.

### **7.30 Disclosing Party**

1. The Disclosing Party shall disclose, transmit, reproduce or make available any such Confidential Information and materials to any person, firm, company or any other entity other than its directors, partners, advisers, agents or employees, sub-contractors and contractors who need to know the same for the purposes of maintaining and supporting the solution provided as a part of the RFP/ Contract. The Receiving Party shall be responsible for ensuring that the usage and confidentiality by its directors, partners, advisers, agents or employees, sub-contractors and contractors is in accordance with the terms and conditions and requirements of this RFP; or
2. Unless otherwise agreed herein, use of any such Confidential Information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its customers or their projects.
3. In maintaining confidentiality hereunder, the Receiving Party on receiving the Confidential Information and materials agrees and warrants that it shall:
  - Take at least the same degree of care in safeguarding such Confidential Information and materials as it takes for its own confidential information of like importance and such degree of care shall be at least, that which is reasonably calculated to prevent such inadvertent disclosure
  - Keep the Confidential Information and Confidential Materials and any copies thereof

RFP for procurement, implementation and maintenance of FDPS

secure and in such a way so as to prevent unauthorized access by any third party

- Limit access to such Confidential Information and materials to those of its directors, partners, advisers, agents or employees, sub-contractors and contractors who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees, sub- contractors and contractors so involved to protect the Confidential Information and materials in the manner prescribed in this document
  - Upon discovery of any unauthorized disclosure or suspected unauthorized disclosure of Confidential Information, promptly inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such information and materials, in whatsoever form, including any and all copies thereof
4. The Receiving Party who receives the Confidential Information and Materials agrees that on receipt of a written demand from the Disclosing Party, immediately return all written Confidential Information, Confidential Materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in Receiving Party's possession or under its custody and control
  5. To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from Confidential Information relating to the Disclosing Party
  6. So far as it is practicable to do so, immediately expunge any Confidential Information relating to the Disclosing Party or its projects from any computer, word processor or other device in its possession or under its custody and control
  7. To the extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries, the requirements of this paragraph have been fully complied with
  8. The rights in and to the data/information residing at the Company's premises, even in the event of disputes shall at all times solely vest with the Company
  9. The Bidder represents and agrees that during the term of this RFP and subsequent contract, the Company shall not be responsible for any loss/damage (including malfunctioning or non-functioning of Deliverables) caused to the Deliverables for any reason, unless such loss/damage (including malfunctioning or non-functioning of Deliverables) is caused due to the wilful act or gross wilful misconduct of the Company or any of its personnel as

RFP for procurement, implementation and maintenance of FDPS

certified jointly by the Company and Selected bidder. In such an event, the selected bidder shall promptly repair and/or replace the non-performing Deliverable with a suitable replacement, if required, without affecting the service level standards in this RFP.

10. The restrictions in the preceding clause shall not apply to:

- Any information that is publicly available at the time of its disclosure or becomes publicly available following disclosure (other than as a result of disclosure by the Disclosing Party contrary to the terms of this document); or any information which is independently developed by the Receiving Party or acquired from a third party to the extent it is acquired with the valid right to disclose the same
- Any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the Disclosing Party of such requirement with a view to providing the Disclosing Party an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure.

11. The Confidential Information and Materials and all copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party and its disclosure hereunder shall not confer on the Receiving Party any rights whatsoever beyond those contained in this document or subsequent agreement

12. Confidential Information is any and all proprietary information disclosed by one party to the other. Confidential Information does not include information that is or becomes available to the recipient prior to the party providing such information or is public information in accordance with the applicable laws. Software in human-readable form (e.g. source code) and the Company's data values stored in computers will be considered Confidential Information whether or not marked as such.

13. The selected bidder shall also undertake to keep confidential all information (written or oral) concerning all facts of the business of the Company, which has been obtained or understood during the course of the assignment.

The confidentiality obligations shall survive the expiry or termination of the agreement/contract between the Selected Bidder and the Company.

### **7.31 Technological Advancements**

The selected bidder shall take reasonable and suitable action, taking into account economic circumstances, at mutually agreed increase/decrease in charges, and the Service Levels, to provide the Services to the Company at a technological level that will enable the Company to take advantage of technological advancement in the industry from time to time.

### **7.32 Intellectual Property Rights**

1. The Bidder claims and represents that it has obtained appropriate rights to provide the Deliverables upon the terms and conditions contained in this RFP. The Company agrees and acknowledges that except as expressly provided in this RFP, all Intellectual Property Rights in relation to the Software and Documentation and any adaptations, translations and derivative works thereof whether protectable as a copyright, trade mark, patent, trade secret design or otherwise, provided by the Bidder during, in connection with or in relation to fulfilling its obligations under this RFP belong to and shall remain a property of the Bidder.
2. During the term of this project and, if applicable, during the Reverse Transition Period, Company grants selected bidder a right to use at no cost or charge the Software licensed to the Company, solely for the purpose of providing the Services.
3. The selected bidder shall be responsible for obtaining all necessary authorizations and consents from third party licensors of Software used by the selected bidder in performing its obligations under this project. The selected bidder shall also be responsible for renewal of all such licenses from time to time during the contract period. The Bidder shall quote for all such renewals in the commercial bid and in case the Bidder fails to quote for renewal of any licenses in the bid, the selected bidder shall renew such licenses at their cost and the Company shall not pay for other than the commercials mentioned in the price bid.
4. The selected bidder shall under no circumstances, allow any associated license to expire and allow any associated software to be out of support during the contract period. If a third party's claim endangers or disrupts the Company's use of the Software, the Bidder shall at no further expense, charge, fees or costs to the Company, (i) obtain a license so that the Company may continue use of the Software in accordance with the terms of this

tender and subsequent Agreement and the license agreement; or (ii) modify the Software without affecting the functionality of the solution in any manner so as to avoid the infringement; or (iii) replace the solution with a compatible, functionally equivalent and non-infringing product.

### **7.33 Grievance Redressal**

Any vendor who claims to have a grievance against a decision or action with regards to the provisions of this RFP may file a request to IT department at [itadmin@gichf.com](mailto:itadmin@gichf.com). It may please be noted that the grievance can be filed by only that vendor who has participated in Procurement proceedings in accordance with the provisions of this RFP.

## Appendix 1

### Bill of Materials

S.No	Items	Year 1	Year 2	Year 3	Year 4	Year 5	Amount	Total Cost Excluding Taxes (INR)
a.	Perpetual Corporate License, unlimited Users	X	X	X	X	X		
b.	One time cost of gap analysis, customization, implementation, deployment, testing to achieve RFP requirements	X	X	X	X	X		
c.	AMC + ATS costs							
d.	Other costs (please specify)							
e.	Cost of for Change Requests of 50-man days each year (Statutory / Regulatory changes will be at no extra cost)							
<b>TOTAL COST OF OWNERSHIP (TCO)</b>								

Note: 50-man days per year for change requests has been given to compare prices. Payment will be made at actuals at the rates per man day as per the quotes under item e above.