

DELHI INTERNATIONAL ARBITRATION CENTRE (DIAC)
Delhi High Court Campus, Dr. Zakir Hussain Marg, New Delhi-110003
(Ph: 011-23386492, website: <https://dhcdiac.nic.in/>)

No. ³⁶...../DIAC/DHC/2024

Dated: 13.08.2024

Request for Proposal (RFP)
For Cloud Space, CMS Up gradation
&
E-Filing System Development

Bids, valid for a minimum period of 180 days from the date of opening, are invited by DIAC through physical mode for seeking Cloud Space (Procurement and Maintenance), Up gradation of existing Case Management System (CMS) and Mobile App, Development of E-Filing System along with provision of one full stack developer stationed at DIAC, as turnkey project for a minimum period of one (1) year by DIAC, New Delhi.

RFP schedule is as follows:

S No.	Topic	Date
1.	Start date of issuance of Bid	<u>16.08.2024</u>
2.	Pre-tender meeting	<u>27.08.2024 at 11:00AM</u>
3.	Last date for Submission of bids	<u>05.09.2024 at 05.00 PM</u>
4.	Date and time for opening of Technical Bid	<u>07.09.2024 at 11:00 AM</u>
5.	Date and time for opening of Commercial Bids	To be intimated later to technically qualified Bidders
6.	Validity of the Proposal	180 Days from the RFP due date

***Address for Submission of Bids, Pre-Tender meeting, Opening of Technical & Commercial Bid:**

Office of Ld. Coordinator,
Delhi International Arbitration Centre, 2nd Floor, S- Block, Delhi High Court.

Table of Contents

1. Introduction to DIAC
2. Background
3. Scope of Work
4. Pre-Qualification Criteria
5. General Conditions
6. Responsibilities of Bidder/Cloud Service Provider
7. Proposal Submission Guidelines
8. Evaluation Criteria
9. Terms and Conditions
10. Performance Security Deposit
11. Sub-contracting
12. Queries / Clarifications on the RFP
13. Exit Management Clause
14. Proposal Preparation Costs
15. Modification, Substitution, or Withdrawal of Proposals
16. Language of Bids
17. Confidentiality
18. Notification of Award
19. Failure to Agree with the Terms and Conditions of the RFP
20. Annexure

1. Introduction to DIAC

The Delhi International Arbitration Center (DIAC) provides facilities for domestic and International Arbitration. DIAC aims to provide a modern and dynamic Arbitration facility to ensure quick and cost-effective resolution of disputes.

With the distinction of being the first ever High Court annexed Institutional Arbitration Centre; DIAC has made significant contribution to the growth of Arbitration by acting as an effective catalyst to the dispute resolution mechanism. DIAC provides state-of-the-art infrastructure, pre-established rules/procedures, organized structure, equitable fees and outstanding administrative as well as secretarial support for the conduct of Arbitration.

DIAC Secretariat:

The Secretariat carries out the day-to-day functioning and general administration of the Centre. The secretariat is managed by the Coordinator and Additional Coordinators. The Coordinators are assisted by Deputy Counsels.

Infrastructure:

Located in the Delhi High Court premises, DIAC provides a centrally located and easily accessible venue for the disputants, arbitrators and lawyers. DIAC offers a highly developed state-of-the-art infrastructure including 19 fully equipped hearing rooms with projectors, consultation rooms, and also facility for video conferencing. All rooms have dedicated stenographers and support staff to ensure proper conducting of Arbitral Proceedings and smooth functioning of the Centre.

DIAC Rules:

DIAC understands the need for consistent growth and has accordingly framed its Rules. The procedure for conduct of proceedings, internal management and applicable fee are regulated by DIAC's own set of rules which are amended regularly to keep up the pace with dynamic Indian Arbitration sphere.

2. Background

The DIAC currently operates a Case Management System (CMS) and a Mobile App to manage Arbitration cases. To enhance our services and streamline operations, we need Up gradation of the existing CMS and Mobile App, the development of an E-filing system and Cloud space for our existing CMS application, Mobile App along with our

proposed e-Filing System. The Cloud solution should provide scalable, secure, and reliable infrastructure.

DIAC invites proposals from qualified vendors for providing Cloud space for its existing Web and Mobile applications of the Case Management System (CMS) as well as for proposed e-Filing system. The vendor will also be responsible for upgrading the existing CMS applications including Mobile application and for development of a new E-filing system. This is a turnkey project where the bidder will be responsible for the complete scope of work including dedicated on-role manpower for support and maintenance.

3. Scope of Work

3.1 Cloud Space

- Provision of Cloud space as per specifications provided in Annexure 'A'.
- Migration of existing CMS applications both Web App and Mobile App to the new Cloud environment. The vendor will assure that the proposed Cloud solution supports the technology used in existing CMS and Mobile App.
- Ensure high availability of the applications (CMS, E-filing and Mobile App).
- The vendor shall ensure end to end security of the entire Cloud solution including but not limited to the all the Cloud machines, Domain name, Application, APIs, Databases, Network, Operating System, System Settings, Every type of configurations and any other file, Folder or Anything else hosted or kept on the Cloud machines without any exception whatsoever.
- Vendor shall make necessary provisions for the disaster recovery and submit it in the proposal.

3.2 CMS & Mobile App Up gradation

- Analyze the current CMS applications and discuss areas for improvement
- Analyze the nature of work performed at DIAC and propose a technology which is secure, robust, versatile, and scalable and should have the adaptability to integrate with other technologies, if required in future.
- Implement enhancements as required by DIAC on time-to-time basis.

3.3 Creation of Backup System, Data Transfer and Setting up In-house Server

- Bidder shall create a system for taking backup of data i.e. Database Backup, Application Backup and Other Data Backup.
- The Backup shall be taken on a certain interval using minimal clicks and the same can be saved on device/s as per use and convenience of DIAC.
- Bidder shall also make provision of the data transfer of all Cloud data as per following;
 - A server system is required to be set up (already procured) at the In-house server of DIAC premises.
 - The entire database shall be replicated from Cloud VM to In-house server.
 - The software files and folders along with all required data shall be replicated from Cloud VM to In-house server.
 - Bidder shall also make necessary provision in In-house Server for operating the CMS in case of disaster.

3.4 Maintenance of existing and upgraded CMS and Mobile App

- The maintenance of the existing CMS and Mobile App means that the existing system should run smoothly and whenever required, minor changes in the application can be done in the existing CMS without any additional cost.
- The maintenance of the upgraded CMS and Mobile App shall be done by the vendor considering the inclusion of tentatively 25 percent further increase in the overall work, in shape of new forms, reports and features as per requirement of this office after completion and deployment of the upgraded CMS and Mobile App without additional cost during the period of one year maintenance.

3.5 E-Filing System Development

- Study and propose a new e-filing system for DIAC.
- Design and develop a new E-filing system from scratch.
- Ensure integration with the existing and/or upgraded CMS and Mobile App.
- Provide a user-friendly interface for users to file cases electronically.
- Further information will be shared to the L1 Vendor.

3.6 Dedicated Manpower

- One dedicated full-stack developer for on-site support.
- The dedicated full-stack developer should have at least 03 years of experience in the related technology and having minimum qualifications of B.Tech (Computers/IT) or MCA or any other equivalent qualification from a recognized University.
- Bidder must have a team of qualified resources to ensure the proper maintenance and support of the CMS, Mobile App and E-filing system even beyond the capabilities of the onsite full-stack developer.
- Bidder must ensure availability of technical support during DIAC working hours.
- Bidder must provide required training sessions for DIAC staff.

4. Pre-Qualification Criteria

- The bidder must be a registered firm in India with a minimum of Ten (10) years of experience in providing Software Solutions and Services.
- The bidder must have executed at least 05 (Five) reputed National or International software projects or should have executed at least 03 (three) Software Solutions and Services for any District Court/ High Court in India or Central Government/ State Government or public sector organizations.
- The Bidder should have a registered office in Delhi/NCR for the last 3 years. GSTIN/Trade license copy should be submitted.
- The rates should be fixed and valid for one (1) year and binding for the period of contract.
- Firm shall self-certify each page of the tender document in token of its understanding /acceptance by signing it.
- The bidder is required to enclose self-attested photocopies of the required documents along with the Technical Bid, failing which their bids may be summarily/out rightly rejected and may not be considered.

5. General Conditions

- The project duration is initially set for one year, with the possibility of extension based on mutual agreement.
- The selected vendor must sign a non-disclosure agreement (NDA) to ensure the confidentiality of DIAC data.
- DIAC will provide the source code of the existing CMS application and Mobile App to L1 vendor upon the signing of the NDA. The client must commit to not misusing the code, which will remain the property of DIAC.
- After successful implementation of the E-filing System, the bidder shall deliver to DIAC all the source code, dependencies, schema, DB and everything else directly or indirectly required for running the e-Filing System.
- The ownership of both data and the application of the upgraded CMS, Mobile App and e-Filing will reside with DIAC without any exception of whatsoever nature which reserves the right to request full copies of data, metadata, databases and applications at any time.
- No data shall be shared with any Third Party without written approval of Competent Authority of DIAC unless legally required by Court Orders.
- The bidder must give DIAC prior notice of at least 15 days for any scheduled maintenance.
- This project is a turnkey project, meaning the vendor will be responsible for the entire scope of the project.
- Appropriate penalty shall be applied which is to be specified by DIAC in respect of defaults committed by the successful bidder.
- The development and testing requirements may be different than production requirements; hence up-scaling and downscaling should be possible.
- **Examination of RFP Documents:** Bidders are expected to thoroughly review the documents comprising the RFP while preparing their proposals. Failure to provide the required information detailed in the RFP documents may result in the proposal being rejected.

6. Responsibilities of Bidder/Cloud Service Provider:

The bidder shall be responsible for following:

- Bidder shall be responsible for setting up, installation, configuration, management, Up gradation, and migration of CMS and Mobile App.
- Bidder shall also responsible for maintaining the In-house Server.

- Bidder shall not delete any data without approval of DIAC during the period of Contract and will not delete any data after the expiry of Contract without written approval from DIAC.
- Bidder is expected to understand the complete architecture of existing applications and processes necessary for smooth migration of applications and databases including interdependencies between applications and data.
- Bidder will be responsible for migrating to Cloud and managing the Cloud services.
- The bidder shall be responsible to monitor the Cloud services and ensure 99.5 % uptime of all services as per agreement.
- Establishing connectivity between DIAC's premises to Cloud DC and DR site.
- Deployment of New Applications on Cloud, security administration, planning and implementation of Cloud management and monitoring portals for complete infrastructure and services procured.
- Bidder shall ensure committed time taken for restoration of data from Backup as claimed.
- Provisioning of scalable storage capacity as per requirements of DIAC and availability of such services as per agreement.
- Bidder should ensure and meet all standard data formats for data transfer /portability from Cloud to DIAC machines and vice-versa.
- Bidder shall workout migration plan for co-existence of non-Cloud and Cloud architecture during and after the migration period in close coordination with DIAC.
- Bidder shall test run the final application for security by any CERT-IN vendor and bidder will make all the required changes in the application as per recommendation of the CERT-IN vendor and will also acquire a security audit certificate and provide the same to this Office.
- Bidder shall provide necessary training to DIAC or its Systems Integrator on management of Cloud VMs.
- Bidder shall provide the standard Operating Procedures (SOPs) required for operations and management of services.
- All risk management related to migration, migration plan shall be jointly worked out with DIAC and Bidder.
- The Bidder shall provide necessary details including sizing, current loads, utilization, expected growth/demand and other details for scale up/scale down at the end of first year in close coordination with DIAC.

- The Bidder will train and transfer the knowledge to the replacement agency or DIAC to ensure continuity and performance of services post expiry of Contract.
- DIAC shall define the data retention period for all applications.
- DIAC shall define the Log retention policy.
- The bidder shall provide 24x7x365 days support for all the calendar days of year to resolve issues related to Cloud infrastructure and services both voice based as well as email based any District Court/High Court in India Or
- The Bidder should be a registered firm or a company in India and the proposed Data Centre of Cloud Service Provider (DC & DR) should have jurisdiction in India.

7. **Proposal Submission Guidelines**

- Proposals must be submitted in three packets: EMD, Technical Bid and Financial Bid.
- **EMD of Rs. 2,00,000/-** should be submitted in the form of Demand Draft in the favor of “Delhi International Arbitration Centre”.
- Financial proposals should provide a clear cost breakdown for all components of the project.
- Proposals must be submitted in sealed envelopes to the Coordinator, DIAC, Delhi High Court, New Delhi, hand delivered by **05.09.2024 latest by 05:00 PM.**

8. **Evaluation Criteria**

- Proposals will be evaluated based on technical expertise, and financial feasibility.
- The evaluation process will include a technical presentation of the proposed improvement in CMS and Mobile App and entire plan to build and maintain the Cloud infrastructure, local In-house server and data transfer between In-house server and Cloud VMs by the bidder.
- DIAC reserves the right to reject any or all proposals without providing any reason to the Bidders and the same shall be binding to all.

9. **Terms and Conditions**

- The vendor must comply with all applicable laws and regulations of India.
- Payment terms will be as per the milestones agreed upon in the contract.

- The vendor will be responsible for any delays or failures in project execution other than the reason related to DIAC.
- If the site goes down for more than 24 hours due to reasons attributed to bidder then a penalty of Rs. 5000 per day will be applicable as per the sole discretion of DIAC management. For avoidance of doubt ISP/SP/DIAC related issues will not be considered for penalty to bidder.
- The bidders shall provide PAN, GST, EPF registration certificate under their own name. The registration must be in force and shall not expire during the course of - Contract/work.
- Authorization letter for signing the bid document on behalf of the bidder.
- Detail of Single Point of Contact (SPOC).
- Undertaking that bidder/CSP shall abide by Data Protection Act of Govt. of India, IT Act and its amendments as well as other applicable laws carried out by Govt. of India from time to time
- Undertaking that bidder shall comply with all terms, conditions and clauses as mentioned in RFP.
- The bidder should have average annual turnover (total turnover of last three years) based on last three years of the audited financial statement of the bidder which should not be less than 20 Crores as well as the net worth of the bidder should not be less than 50 Crores as on the last audited financial statement of the bidder.

10. Performance Security Deposit

The successful bidder shall provide a performance security deposit of 10% of the total contract value within three weeks of the receipt of the LOI/Order. The performance security deposit should be valid for sixty days beyond the date of completion of all contract obligations/warranty period.

For any queries or further information, bidders may contact:

- **Email:** [admin@diac.ind.in]
- **Phone:** [011- 23386492]

11. Sub-contracting

Sub-contracting is not allowed in this bid other than Cloud Services.

12. Queries / Clarifications on the RFP

Bidders must submit queries or requests for clarifications regarding the RFP via email (admin@diac.ind.in) not later than 3 days after the bid publication date. The queries will be answered at the time of pre-tender meeting. No requests for clarification will be accepted after the pre-tender meeting.

13. Exit Management Clause

DIAC reserves the right to terminate the contract at any point with a one-month notice. The bidder shall ensure smooth transition and data migration at no additional cost.

14. Proposal Preparation Costs

The Bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of Proposal, in providing any additional information required by DIAC to facilitate the evaluation process, and in negotiating a definitive service Agreement all such activities related to the Bid process. This RFP does not commit DIAC to award a Contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award of the Contract for implementation of the Project.

15. Modification, Substitution, or Withdrawal of Proposals:

Proposals cannot be withdrawn between the submission deadline and the expiration of the validity period. If a Bidder withdraws their bid during this validity period, the entire bid security may be forfeited.

16. Language of Bids

This bid should be submitted in English language only.

17. Confidentiality

- The Bidder shall not use Confidential Information, the name, or the logo of DIAC, except for the purposes of providing the Service as specified under this Contract.

- The Bidder may disclose Confidential Information only in the following circumstances: i. with the prior written consent of DIAC; ii. To a member of the Bidder's Team ("Authorized Person") if: - The Authorized Person needs the Confidential Information to fulfil obligations under this Contract. - The Authorized Person is aware of the confidentiality of the Confidential Information and is obliged to use it only for fulfilling obligations under this Contract. The Bidder shall take all reasonable measures to maintain the confidentiality of the Confidential Information to DIAC's satisfaction.
- The Bidder shall promptly notify DIAC if aware of any disclosure of Confidential Information other than as permitted by this Contract or authorized by DIAC.
- The Bidder shall be fully liable to compensate DIAC for any loss of revenue arising from a breach of confidentiality. DIAC reserves the right to pursue legal action, civil or criminal, against the Bidder in relation to a dispute arising from a breach of obligation by the Bidder under this clause.

18. Notification of Award

- Prior to the expiration of the validity period, DIAC will notify the successful Bidder in writing or by email that their proposal has been accepted (Letter of Intent). If the tendering process or public procurement process has not been completed within the stipulated period, DIAC may request the Bidders to extend the validity period of their Proposal.
- Bid Validity period will be for 180 days.

19. Failure to Agree with the Terms and Conditions of the RFP

- Failure of the successful Bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award. In this event, DIAC may award the Contract to the next best value Bidder or call for new proposals from interested Bidders.
- In such a case, DIAC shall invoke the Performance Bank Guarantee (PBG) of the most responsive Bidder.

20. Force Majeure:

- The department may consider relaxing the penalty and delivery requirements, as specified in this tender document, if and to the extent the delay in

performance or failure to perform its obligations under the contract are the result of a Force Majeure.

- Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as natural disasters, act of states, the direct and indirect consequences of wars (declared or undeclared), hostilities, national emergencies, civil commotion and strikes at successful bidders' premise etc.

21. Settlement of Disputes and Arbitration:

- In case of any disputes between the parties the matter shall be tried to be amicably settled by the mediator to be appointed by the department.
- In case the parties fail to arrive at any settlement the dispute shall be resolved by the Sole Arbitrator as per Arbitration and Conciliation Act, 1996 as amended from time to time and the extant rules of the Arbitration center (if any).
- The Courts at Delhi shall only have the exclusive jurisdiction.

22. General terms and conditions:

- At the time prior to the deadline for submission of bids the DIAC may, for any reason, whether on its own initiative or in response to the clarification request by a prospective bidder, modify the tender conditions.
- The DIAC at its discretion may extend the deadline for the submission of bids if the tender conditions undergo changes during the bidding period, in order to give prospective bidders time to take into the consideration the amendments while preparing their bids.
- The DIAC reserves the right to amend or withdraw any of the terms and conditions contained in the tender document or to reject any or all the tenders in whole or in part without giving any notice or assigning any reason.
- Addendum/Corrigendum/notice etc. if any will be uploaded onto website of DIAC, High Court of Delhi.
- The bidder(s) who do not have Company/Firm/Business Concern registration, GST/PAN/Sale/Tax No. /VAT No. / Service Tax no. need not apply.
- DIAC reserves the right to relax/waive or alter any of the General Terms & Conditions, if it finds sufficient reasons to accept a tender with regard to the

price, quality, standard of the tender in the market and other relevant conditions.

- The DIAC will not be responsible for any delay on the part of the Vendor in obtaining the terms and conditions of the Tender Notice or submission of the Tender bids.
- The bids shall be submitted as per the prescribed procedure only. The bids submitted by telegram/fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- Conditional Tenders shall not be accepted on any ground and shall be rejected straightway.
- If a tendering concern/company after the award of contract violate any of these terms and conditions, shall be blacklisted and its EMD/performance security shall be liable to be forfeited.
- DIAC reserves the right to accept/reject any or all the tenders without assigning any reasons. No enquiry after submission of the quotation will be entertained.

23. Purchase Rights:

- The DIAC reserves the right to accept/reject any or all the Bids in whole or in part and annul the bidding process without assigning any reason whatsoever.
- The DIAC reserves the right to award the order in parts to more than one bidder.



Coordinator, DIAC

Delhi High Court, New Delhi

Annexure- 'A': Cloud Storage Specifications

CONFIGURATION		
Production Environment		
1.	Web & DB Server	2 each
2.	Service Type	Instances
3.	Instance Time	2920 Hours
4.	Machine Type	Custom, vCPUs:32 RAM: 64 GB
5.	Instances using Static Public IP	1
6.	Boot Disk Type	Standard persistent disk
7.	Boot Disk size(GiB)	70 GiB
8.	Number of Instances	4
9.	Operating System/ Software	Debian, Cent OS, Core OS, Ubuntu, Redhat
10.	Provisioning Model	Regular
11.	Threads Per Core	2 Threads Per Core
12.	Local SSD	2 x 375 GB
13.	Cloud Load Balancer a) Inbound Data - 500 GB b) Outbound Data - 500 GB c) No. of Forwarding Rules – 1 d) Load Balancer Scope (Regional) e) Region Mumbai (Asia-south) f) Number of proxy instances (2)	1

14.	Security (Cloud Armor)	1
CLOUD BACK UP		
15.	Cloud Rolling backup (Days)	15

PERSISTENT DISK (PD)

1.	Persistent Disk	2TB Std for Web; 2TB Bal for DB(Persistent Disk)
2.	Service Type	Persistent Disk
3.	Zonal Standard PD	1 TiB
4.	Zonal Balanced PD	1 TiB

IP ADDRESS (NETWORKING)

1	Service Type	IP Address
2	Number of IP Addresses in Use on Standard VM Instances	2

SERVICE TYPE (DATA TRANSFER)

1.	Service Type	Data Transfer
2.	Network Service Tier	Premium Tier
3.	Amount of Data	500 GiB

Annexure-‘B’: Technical Proposal

S No.	Documents Required a/w Presentation	Remarks
1.	Network/Application Deployment Diagram and write-up indicating comprehensive working of CMS and Mobile App	
2.	Diagram and write-up explaining the method and technology used for syncing of data (Database, Application and other data) between Cloud Servers and Local Servers	
3.	Propose changes in the requirement and structure of Cloud Servers with respect to proposed structure in the bid document, if required	
4.	Comprehensive proposal of the working of e-filing module	
5.	Time required for completing e-Filing module	
6.	Comprehensive proposal for the up gradation of CMS and Mobile App	
7.	Time required for initial up gradation of CMS and Mobile App	
8.	Manpower strength of the company	
9.	How many software projects have been finally delivered by the company of National or International repute in the last three years (With details) and total time taken in executing each project	
10.	How many software projects have been finally delivered for any District Court/High Court in India or Central Government/State Government or public sector organizations in the last three years (With details) and total taken in executing each project	
11.	How many cloud servers are being currently maintained by the company as on date of publication of tender	

Annexure-‘C’: Financial Proposal Format

Name of the Firm/Company/Concern: _____

Address: _____

Contact No.: _____

Email Address: _____

Price Bid

Description of Product	Price offered for one year (Without taxes) in Rs.	Tax Rate (%)	Total Price offered for one year (incl.of taxes)	Under taking furnished (Yes/No.)	Validity of Rates: 180 DAYS	Remarks (if any)
A	B	C	D	E	F	G
Cloud Space As per the current sizing mentioned in the technical annexure A						
CMS (including Mobile app) up gradation and maintenance for one (1) Year						
Full Stack Developer stationed at DIAC for a period of 1 year as per above mentioned qualification.						

E-Filing System Development, Implementation and maintenance for one (1) Year							
Total Price							

I/we certify that the information furnished above is true and correct. The terms and conditions are acceptable to us.

Signature of the authorised

Signatory of the firm/company/organization

Official Stamp/Seal Date:

Place:

Note: In case of increase in Infra sizing and introduction of new technology or development of new software, the parties will mutually discuss the price revision and agree on the revised pricing.

Annexure-‘D’: Non- Blacklisting Certificate/Undertaking

To

**Ld. Coordinator,
Delhi International Arbitration Centre,
High Court Of Delhi,
Sher Shah Road,
Delhi**

UNDERTAKING

I/We undertake that the firm (name of the firm_____) or its Partner/Director/Proprietor (name of all owners_____) has not been blacklisted/banned in last 5 (five)years and its Business dealings with the Central/State Government/Public Sector Undertaking/Autonomous Bodies have not been banned/terminated on account of poor performance/conduct

I/We also undertake that all the terms and conditions of the instant Tender Notice are acceptable to me/us. I further undertake that I have complied with all terms and conditions mentioned in the tender document.

I, further certify that I am an authorized signatory of my Company/Concern and therefore, competent to make this declaration.

Signature of the authorised

Signatory of the firm/company/organization

Official Stamp/Seal Date:

Place: