

**INDIA INTERNATIONAL ARBITRATION CENTRE (“IIAC”)
PLOT NO. 6, INSTITUTIONAL AREA, VASANT KUNJ,
NEW DELHI – 110070**

**Request for Proposal (“RFP”) for providing ‘Plug and Play’ Software
(except some modifications) in order to digitalise the Arbitration Process
provided as per the Regulations framed by the IIAC by providing a
seamless platform for quality Arbitrations**

The India International Arbitration Centre (“IIAC”) invites proposal for providing ‘Plug and Play’ Software (except some modifications) in order to digitalise the Arbitration Process provided as per the Regulation framed by the IIAC by providing a seamless platform for quality Arbitrations.

1. ABOUT IIAC:

IIAC is established by an Act of Parliament for the purpose of creating an independent and autonomous Institute for institutionalized arbitration so as to make it a hub for Domestic and International arbitration. IIAC has been declared to be an Institution of National Importance.

2. TERMS AND CONDITIONS:

- A. The proposal should reach to the Registrar, India International Arbitration Centre, Plot No. 06, institutional Area, Vasant Kunj, New Delhi – 110070 on or before 15.01.2024 at 5:00 p.m. The Technical Proposals will be opened on 22.01.2024 at 5:00 p.m.
- B. The objective of this Request for Proposal is to make the process of arbitration easy and transparent for all involved and to digitalise the Arbitration Process stipulated in the Regulation framed by the Centre by providing a seamless platform for quality Arbitrations.
- C. The Bidder should be able to provide technical assistance and if necessary post a person at New Delhi.
- D. The Bidder should provide a ‘Plug and Play’ Software (“**Software**”) and its allied services to IIAC so as to facilitate the Arbitration in accordance with the objects and functions of the IIAC.
- E. In order to be technically qualified, the Bidder should provide a User Acceptance Testing (“**UAT**”) of the Software to the Technical

Committee of the IIAC, on such date and time, as specified by the IIAC to the Bidder.

- F. The Software should be adjusted according to the customisation provided by the Technical Committee of the IIAC during the UAT of the Software.
- G. The Bidder should make modifications to the Software as per the specifications provided by the Technical Committee of the IIAC to the Bidder, during the UAT of the software, as stipulated in condition above.
- H. That the decision of the Technical Committee of the IIAC with respect to the customisation shall be final and binding on the Bidder.
- I. In case the Bidder fails to agree on the customization explained/provided by the Technical Committee of IIAC during the UAT of the Software, then the Technical Bid of the said Bidder shall stand disqualified.
- J. Any quotation with inadequate information, those which do not meet the above criteria, or those received after the closing date will be rejected straightway.
- K. The present assignment will be valid initially for a period of one (1) year. Subject to the decision of the Competent Authority, the IIAC may buy out the Software after the Contract Period.
- L. The proposal should be in two covers, one super-scribed as *“Prequalification/Technical bid”* (Annexure- ‘A’) as per the Performa and the Second super-scribed as *“Financial bid”* (Annexure- ‘B’). These sealed covers shall be put in an envelope which shall also be sealed and super-scribed with the words *“Prequalification/Technical Bid and Financial Bid for providing ‘Plug and Play’ Software (except some modifications) in order to digitalise the Arbitration Process stipulated in the Regulation framed by IIAC by providing a seamless platform for quality Arbitrations”*.
- M. That the Financial Bids shall be opened only when the Bidders provides an undertaking to provide customization to the satisfaction of the Technical Committee of the IIAC with respect to the Software.

- N. The Financial Bid of the Bidder is to be quoted per day wise or month wise or year wise or case to case wise or in any other manner which can be quantifiable in terms of monthly charges.
- O. That the Bidder should use the Cloud Storage of the IIAC for the purpose of hosting of the data.
- P. The Bidder should deliver the Software and the services with sincerity and by maintaining confidentiality.
- Q. The Bidder should furnish declaration to the effect that all the terms and conditions are acceptable to them and shall comply with them strictly.
- R. A Contract will have to be executed between both the parties. The IIAC can terminate the Agreement by giving a 3 months' notice if Bidder fails to deliver the services as per the Agreement.
- S. That the successful Bidder within fifteen days of entering into the Contract shall execute a Performance Bank Guarantee in the form of a Bank Guarantee of the State Bank of India, a sum equivalent to 12 month of the Bid Amount in favour of the **“India International Arbitration Centre”**. The Bank Guarantee can be forfeited by order of the Competent Authority of the IIAC in the event of any breach or negligence or non-observance of any terms/conditions of the Contract or for unsatisfactory performance. On expiry of the Contract, such portion of the said Bank Guarantee as may be considered by the IIAC sufficient to cover any incorrect or excess payments made on the bills, shall be retained until the final audit report on the account of the firm's bill has been received and examined. Failure to provide the Performance Bank Guarantee within the period specified shall constitute a breach of contract and the IIAC shall be entitled to make other arrangements at the risk, cost, and expenses of the Bidder. On due performance and completion of the Contract in all respects, the Performance Bank Guarantee will be returned to the Bidders without any interest.
- T. In case of termination or upon expiry of the Contract, the Bidder shall allow already registered cases to be concluded as per the procedure prescribed under the Regulations.

- U. Any proposal with incomplete information which does not meet the above criteria, or received after the closing date will be rejected straightway.
- V. Complete Address (Name, phone Number, Fax number, e-mail address) and name of the authorized representative of the Bidder should be provided along with the Proposal.
- W. For any query/doubt, the Bidder can contact the Deputy Registrar at Mobile No. +91-9910835884; E-Mail: deputyregistrar@indiaiac.org with a copy to tenders@indiaiac.org.

3. SCOPE OF WORK:

1. That the Software of the Bidder should be able to facilitate the Arbitration with the best-in-class facilities and support in terms with the Regulations framed by the IIAC.
2. That the Software of the Bidder should provide a secured access to platform for authenticated users based on their profile and defined roles.
3. That the Software of the Bidder should have seamless access to functionalities and information among users.
4. That the Software of the Bidder should be able to extend its reach to all cities of the country.
5. That the Software of the Bidder should have a data visualisation for decision making and support.
6. That the Software of the Bidder should be available for a real-time Dashboards and for real-time reporting.
7. The guiding principles to undertake the development would be as under
 - a. Secured Access Control for all users
 - b. Reusable Components
 - c. Scalable to meet future scale and requirements
 - d. Open-Source Technologies
 - e. Inclusivity
 - f. Data Analytics

8. Some of the Key Features, *amongst others*, of the Software should have:
 - a. Web and Mobile Application based on Multi Factor Authentication;
 - b. Separate secure login for each type of user;
 - c. Online creation of user profile;
 - d. Role based privilege for each user;
 - e. User friendly experience of the platform;
 - f. End-to-end encrypted Video Conferencing solution;
 - g. An open-source platform for both Web & Mobile;
 - h. Real Time Notification and Reminders via SMS & email;
 - i. Real-time dashboard for each user as per rules defined for them;
 - j. Live Chatbox;
 - k. Calendar for Arbitrators would be visible on the platform but user will be able to see only information pertaining to his role;
 - l. Secure payment Gateway for fee collection;
 - m. Application Tracking;
 - n. Process documentation and user guide (text & video format);
and
 - o. Daily Cause List would be visible on the platform but restricted to Arbitration Centre internal users only

9. There are Seven different roles that will use the Application. All user would have their own roles and responsibilities and will log into the application through a Secure Access, below is the list of all the roles:
 - a. Chairperson
 - b. Chief Executive Officer
 - c. Registrar/Deputy Registrar
 - d. Counsels of Arbitration Centre
 - e. Arbitrators
 - f. Representing Parties/ Advocates

10. All the above User Roles have their own roles and responsibilities and the access within the application would vary basis the same.

Proforma

for

Submitting Technical Bid for providing ‘Plug and Play’ Software (except some modifications) in order to digitalise the Arbitration Process provided as per the Regulations framed by the IIAC

1.	Nature of the Firm (Whether Partnership or Sole Proprietorship)	
2.	Name of the Firm (In Capital Letters)	
3.	Address of the Head Office	
4.	Office Telephone Number	
5.	Office Fax Number	
6.	Email ID of the Firm	
7.	Name of the contact person along with Designation, Email ID and Mobile No.	
8.	Whether the Firm can post a person at New Delhi in order to provide technical assistance?	
9.	Provide a URL for Plug and Play Software along with its login credentials on behalf of the necessary parties involved in the Arbitration Proceedings.	
10.	Are you willing to provide a User Acceptance Testing (“UAT”) of the Software to the Technical Committee of the IIAC, on such date and time, as specified by the IIAC to the Bidder?	
11.	Are you willing to adjust or make modifications to the Software	

	according to the customisation provided by the Technical Committee? of the IIAC during the UAT of the Software and can you provide an undertaking to the same effect?	
12.	Are you willing to use the Cloud Storage of the IIAC for the purpose of hosting the data?	
13.	Can you furnish a declaration to the effect that all the terms and conditions are acceptable to you and shall comply with them strictly?	
14.	Can you execute a Performance Bank Guarantee in the form of a Bank Guarantee of the State Bank of India, a sum equivalent to 12 month of the Bid Amount in favour of the “India International Arbitration Centre” within fifteen days of entering into the Contract?	