



Request for Proposal (RFP)

AMC FOR ARUBA WIRELESS SOLUTION FOR THREE YEARS

10-Jan-2020 to 10-10-Jan-2023

SBI Capital Markets Ltd

Ref: RFP no. CO/IT/1983

Date: 05-9-2019

SUBMISSION DATE- 20-09-2019

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Fact Sheet

Item	Description
Bid Document Availability including changes/amendments, if any to be issued	RFP may be downloaded from Company's website https://www.sbicaps.com/index.php/tenders/
Method of Selection	Lowest Commercial Bid
Date of RFP issuance	05-9-2019
Last date for Submission of Pre-Bid Queries	15-9-2019
Last date and time for Bid/Proposal submission (on or before)	20-09-2019
Language	Proposals should be submitted in English only.
Bid Validity	Proposals prices must remain valid up to 90 days (Ninety Days) days from the actual date of submission of the Bid.
Currency(ies)	Currency in which the Bidders may quote the price and will receive payment is INR only.
Name and Address for Communication, seeking clarifications & submission of Proposal	Name: Sagar Vichare Email: sagar.vichare@sbicaps.com Address: SBI Capital Markets, 202, Maker Tower E, Cuffe Parade, Mumbai 400 005

1. Introduction

SBI Capital Markets Ltd. (SBICAP) is India's largest domestic Investment Bank, offering the entire gamut of investment banking and corporate advisory services. These services encompass Project Advisory and Loan Syndication, Structured Debt Placement, Capital Markets, Mergers & Acquisitions, Private Equity and Stressed Assets Resolution.

We are a complete solutions provider offering diversified financial advisory and investment banking services, innovative ideas and unparalleled execution to our client base across all stages of the business cycle. Our services range from venture capital advisory, project advisory, buy and sell-side advisory, accessing financial markets to raise capital and even restructuring advisory in their turn-around phases.

Founded in August 1986, SBICAP is a wholly owned subsidiary and the Investment Banking arm of State Bank of India (SBI), the largest commercial bank in India.

About the Initiative

This RFP is issued by SBICAP for inviting proposals (Technical and Commercial Bids) from authorised partner of ARUBA for the comprehensive Annual Maintenance Contract for the period of three years.

- i. SBICAP has no obligation to accept any or lowest bid. SBICAP may decide not to accept any bid or may accept a bid that is not the lowest commercial bid.
- ii. All offers of the bidders shall be unconditional and once accepted, whether with or without modifications by SBICAP, shall be binding between SBICAP and such bidder.
- iii. SBICAP may modify any / all of the terms of this RFP and shall be entitled to award the contract to a selected bidder with/ without modification of any conditions contained herein.
- iv. The bids should be comprehensive enough to cover the requirements envisaged in the RFP document and all supporting Formats/ Annexures, as detailed in the following Section.

1.1 Disclaimer:

- i. The information contained in this RFP document or information provided subsequently to Bidder(s) whether verbally or in documentary form/email by or on behalf of SBI Capital Markets Ltd (Company), is subject to the terms and conditions set out in this RFP document.
- ii. This RFP is not an offer by SBI Capital Markets Ltd, but an invitation to receive responses from the eligible Bidders. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized official(s) of SBI Capital Markets Ltd with the selected Bidder.
- iii. The purpose of this RFP is to provide the Bidder(s) with information to assist preparation of their Bid proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information contained in this RFP and where necessary obtain independent advices/clarifications. Company may in its absolute discretion, but

without being under any obligation to do so, update, amend or supplement the information in this RFP.

- iv. SBICAP, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process.
- v. SBICAP also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.
- vi. The issue of this RFP does not imply that the SBICAP is bound to select a Bidder or to appoint the Selected Bidder or Concessionaire, as the case may be, for the Project and the Company reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.
- vii. The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding Document. Failure to furnish all information required by the bidding Document or to submit a Bid not substantially responsive to the bidding Document in all respect will be at the Bidder's risk and may result in rejection of the Bid.

1.2 Definitions

In this connection, the following terms shall be interpreted as indicated below:

- i. "The Company/Owner/SBICAP" 'means the SBI Capital Markets Ltd.
- ii. The bidder means supplier, vendor
- iii. "Regional Offices" mean the Ros.
- iv. "Bidder/Service Provider/System Integrator" means an eligible entity/firm submitting the Bid in response to this RFP.
- v. "Bid" means the written reply or submission of response to this RFP.
- vi. "The Contract" means the agreement entered into between the Company and the Vendor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 Bidders Eligibility Criteria

Bidder's Eligibility Criteria

Bidders meeting the following criteria are eligible to submit their Bids along with supporting documents. If the Bid is not accompanied by all the required documents supporting eligibility criteria, the same would be rejected:

S. No.	Eligibility Criteria	Compliance (Yes/No)	Documents to be submitted
1.	The Bidder must be an Indian firm / company/ organization registered under applicable Act in India.		Copy of the Partnership deed/Bye Law/ Certificate of Incorporation issued by Registrar of Companies along with Memorandum & Articles of Association and full address of the registered office.
2.	Bidder should be authorised partner of Aruba.		OEM letter
3.	The bidder should have minimum one implementation or at least one ongoing maintenance contract for ARUBA Wireless Solution		Purchase Order Copy without Cost
4.	Past/present litigations, disputes, if any (Adverse litigations could result in disqualification, at the sole discretion of the Company)		Brief details of litigations, disputes, if any are to be given on Company's letter head.
5.	Bidders should not have been blacklisted for deficiency in service by any Firm during the last _3_ years.		Bidder should specifically confirm on their letter head in this regard.

2 General Terms and Conditions and RFP Process Instruction to Bidders

2.1 Cost of Bid

The participating Bidders shall bear all the costs associated with or relating to the preparation and submission of their Bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstration or presentations which may be required by the Company or any other costs incurred in connection with or relating to their Bid. The Company shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder regardless of the conduct or outcome of the bidding process.

2.2 Clarification and amendments on RFP/Pre-Bid queries

- i. Bidder requiring any clarification of the bidding Document may notify the Company in writing strictly as per the format given in **Annexure-2.5** at the address/by e-mail given in factsheet of this document within the date/time mentioned in the schedule of Contents of Bid

2.3 Submission of Proposal

The Vendor should submit the "Technical Bid" and Commercial Bid in separate sealed envelopes.

The quotations super scribed as 'Technical Proposal for "AMC of Aruba Wireless Solution-Technical Bid" for SBI Capital Markets Ltd and 'Commercial Proposal for AMC of Aruba Wireless Solution-commercial Bid for SBI Capital Markets Ltd should be addressed to: -

VICE PRESIDENT- IT
SBI Capital Markets Ltd,
202, Maker Tower,
Cuffe Parade, Mumbai

- The Tender shall be signed by a person or persons duly authorized by the Vendor with signature duly attested.
- The Technical & Commercial Bid should be submitted on **05-09-2019**
- **Technical BID Comprises of: -**

Annexure	Name of the Format
1.2	Bidders Eligibility Criteria
1.3	Technical Bid covering letter
1.4	Bidder General Information
1.5	Client Citations
1.6	Previous experience with SBI Group
1.7	Pre-Bid queries format to be given in excel worksheet Annexure 2.5
1.8	Exceptions and Deviations

2.4 Period of Validity of Bid

Bids shall remain valid for 180 days from the date of submission date. A Bid valid for a shorter period is liable to be rejected by the Company as non-responsive.

2.5 Commercial evaluation

- i. SBICAP will evaluate only those proposals, which meet the eligibility criteria as well as complete and responsive in all respects, for comparison and final selection.
- ii. The objective of the evaluation process is to evaluate the bids to select the vendor with the best value proposition to SBICAP.
- iii. The SBICAP committee shall evaluate the Technical Bids initially and based on Technical Bid evaluation, shall undertake Commercial Bid evaluation of the technically qualified proposals only.
- iv. SBICAP will award the contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as lowest commercial bid.
- v. Bids that are not substantially responsive are liable to be disqualified at owner's discretion

2.6 Technical Bid Evaluation process

The proposal submitted by the Bidders shall be evaluated on technical grounds covering various components are as follows:

- Bidders Profile and Experience in Implementation and maintenance of Aruba Wireless Solution
- Client Feedback
- Bidders Capabilities
- Presence in SBI Group companies for any assignment
- Previous experience of SBICAP with Bidder

2.7 Awarding of Contract

- The contract shall be awarded, and the order shall be placed on selected Bidder.
- The selected bidder shall submit the acceptance of the order within seven days from the date of receipt of the order. No conditional acceptance shall be permitted. The effective date for start of provisional contract with the selected bidder shall be the date of acceptance of the order by the bidder.
- On failure of the selected bidder to accept the order within stipulated time, SBICAP shall be at liberty to proceed with the other technically qualified Bidders within the purview of the same RFP either by calling for fresh commercial quotes or considering the existing commercial quotes. The initially selected bidder stands disqualified for further participation in the subject bid.

2.8 Service Level Agreement

RESPONSE TIME: -

- All calls related to proposed solution classified into three categories viz. Critical, High, Medium, and Low. The response time are described in below table:-

SEVERITY LEVEL	RESPONSE TIME (Corporate Office)	RESOLUTION TIME (Corporate office)
High	4 hours	1-2 days
Medium	24 hours	2-3 days
Low	24 hours	5 days

Critical: - Hardware breakdown (single point of failure), network access problems, security breach/issues, Internet access problems arises due to firewall etc.

High: - Problem related to performance, Configuration, routing, traffic bottlenecks etc.

Low: - New configurations (any) add / modify firewall zones, hot fixes, and firmware/software upgrades etc.

2.9 Penalty

S/N	Severity Level	Penalty applicable beyond Resolution
1	HIGH	1000 per day
2	MEDIUM	500 per day
3	LOW	250 per day

Note- The penalty is cap to 10% of contract value per annum.

2.10 Performance Bank Guarantee

The successful bidder is required to submit the BG up to 10% of the support contract for the contracted period.

2.11 Subcontracting

Subcontracting is not allowed.

2.12 Validity of Agreement

The Agreement/ SLA will be valid for the period up to contract period. The Company reserves the right to terminate the Agreement as per the terms of RFP.

2.13 Confidentiality

- Bidder acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, contract, purchase

order to be issued, data papers and statements and trade secret of the Company relating to its business practices and their competitive position in the market place provided to the selected Bidder by the Company in connection with the performance of obligations of Bidder under the purchase order to be issued, in part or complete shall be considered to be confidential and proprietary information ("Confidential Information") and shall not be disclosed to any third party/published without the written approval of the Company.

- ii. The Confidential Information will be safeguarded and Bidder will take all the necessary action to protect it against misuse, loss, destruction, alterations or deletions thereof. In the event of a breach or threatened breach by Bidder of this section, monetary damages may not be an adequate remedy; therefore, Company shall be entitled to injunctive relief to restrain Bidder from any such breach, threatened or actual.
- iii. Any document, other than the Contract itself, shall remain the property of the Company and shall be returned (in all copies) to the Company on completion of the Vendor's performance under the Contract, if so required by the Company.

2.14 Tender Cancellation

The owner reserves the right to cancel this tender at any time after publication & before award without assigning any reasons whatsoever & without any financial implication to the Owner.

2.15 Earnest Money Deposit (EMD)

None

2.16 Scope of Work for (SI)

- The bidders are required to maintain existing Aruba Wireless Solution at SBICAP locations and provide off-shore L1, L2 and L3 support.
- The bidder is required to provide onsite support as and when required for replacement of faulty hardware and for reconfiguration of device, new policies implementation, existing configuration change etc.
- The selected bidder should have tie up with OEM (Original Equipment Manufacturer-Aruba) for back to back comprehensive AMC support for hardware and software during contracted period.
- SBICAP should be enabled to raise direct TAC cases with OEM for support.
- The bidder will restore the backups and reconfigure the device as per SBICAP requirements anytime during contract period.
- The bidder is required to provide unlimited Telephonic and Email support for the proposed solution during its Contract period.
- The support also includes installation of all critical hot fixes, service packs, software/OS upgrades and new features as and when launched by OEM.
- In case of any hardware failure, the appliance should have been replaced as per the SLA. Defective hardware shall be replaced by the vendor at his own cost, including the cost of transfer.
- SBICAP conducts VAPT from external vendor on quarterly basis and the bidder is required to fix the observation on quarterly basis.
- The bidder is required to provide support for the change in existing controls,

policies and configurations as per SBICAP requirement during contracted period.

- The bidder is required to provide support while installation of new device/transfer of device to another location.

3 Payment Schedule

3.1 Payment milestones

Sl. No.	Milestone	% of amount to be paid
1.	Software Licensee and Hardware AMC payable to OEM	100% yearly in advance.
2.	Support Cost will be paid to Bidder	Quarterly in arrears

3.2 Deviations

Bids shall be submitted strictly in accordance with the requirements and terms & conditions of the RFP. If there is any exception / deviation, same should be mentioned in **Annexure 1.8 Exception and Deviations**. An exception / deviation mentioned elsewhere will not be considered and such terms and conditions will be construed as complied as per the requirements specified in the RFP.

3.3 Termination of Services of Support

Owner reserves the right to terminate BIDDERS services with 60 (Sixty) days prior notice for non-performance, not meeting SLA etc.

SBICAP reserves the rights to terminate the contract in case project is delayed for 4-8 weeks beyond the proposed timelines for any reason.

3.4 Interest Liability

In case of any delay in payment due to any reason, Owner shall not pay any interest on delayed payment.

All Annexures

RFP FOR ARUBA WIRELESS SOLUTION

Ref: CO/IT/1983

Date: 05-09-2019

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1 Bid Format (Annexure and Formats)

A list of formats is provided for the bidder to complete and submit as a part of Technical and Commercial proposal. The bidders have to necessarily complete these formats without altering the formats as provided by the Owner. Lists of such formats are provided below:

Technical Bid Formats which comprises of: -

Annexure Reference	Name of the Format
1.2	Bidders Eligibility Criteria
1.3	Technical Bid covering letter
1.4	Bidder General Information
1.5	Client Citations
1.6	Previous experience with SBI Group
1.7	Pre-Bid queries format to be given in excel worksheet Annexure 2.5
1.8	Exceptions and Deviations
1.9	Confidentiality Agreement

1.2 Bidders eligibility criteria

Bidder's Eligibility Criteria

Bidders meeting the following criteria are eligible to submit their Bids along with supporting documents. If the Bid is not accompanied by all the required documents supporting eligibility criteria, the same would be rejected:

S. No.	Eligibility Criteria	Compliance (Yes/No)	Documents to be submitted
1.	The Bidder must be an Indian firm / company/ organization registered under applicable Act in India.		Copy of the Partnership deed/Bye Law/ Certificate of Incorporation issued by Registrar of Companies along with Memorandum & Articles of Association and full address of the registered office.
2.	Bidder should be authorised partner of Aruba.		OEM letter
3.	The bidder should have minimum one implementation or at least one ongoing maintenance contract for ARUBA Wireless Solution		Purchase Order Copy without Cost
4.	Past/present litigations, disputes, if any (Adverse litigations could result in disqualification, at the sole discretion of the Company)		Brief details of litigations, disputes, if any are to be given on Company's letter head.
5.	Bidders should not have been blacklisted for deficiency in service by any Firm during the last _3_ years.		Bidder should specifically confirm on their letter head in this regard.

Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the Bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.

Signature

Seal of Company

1.3 Technical Proposal Covering Letter

Date:

Ref:

To

CFO,

SBI Capital Markets Ltd.

202, Maker Tower E,

Cuffe Parade, Mumbai 400 005

Dear Sir/ Madam(s),

Sub: Technical Proposal for AMC for Aruba Wireless Solution

Having examined the Request For Proposal (RFP) Documents dated <Date> the receipt of which is hereby duly acknowledged and subsequent pre-bid clarifications/ modifications / revisions, if any, furnished by the Owner and we offer to supply, Install, test, commission and support the desired Software Solution detailed in this RFP. We shall abide by the terms and conditions spelt out in the RFP. We shall participate and submit the commercial Bid, on the date advised to us.

2. While submitting this Bid, we certify that:
 - The undersigned is authorized to sign on behalf of the VENDOR and the necessary support document delegating this authority is enclosed to this letter.
 - We declare that we are not in contravention of conflict of interest obligation mentioned in this RFP.
 - Prices submitted by us have been arrived at without agreement with any other Bidder of this RFP for the purpose of restricting competition.
 - Prices submitted by us have not been disclosed and will not be disclosed to any other Bidder responding to this RFP.
 - We have not induced or attempted to induce any other Bidder to submit or not to submit a Bid for restricting competition.
 - The rate quoted in the Bids are as per the RFP and subsequent pre-Bid clarifications/ modifications/ revisions furnished by the Company, without any exception.
3. We agree to abide by all the Bid terms and conditions, SLA and Penalty and scope of work of this document and the rates quoted therein for the orders awarded by the Company up to the period prescribed in the Bid, which shall remain binding upon us.
5. Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
6. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

7. We undertake that we will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Company, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
8. We undertake that we will not resort to canvassing with any official of the Company, connected directly or indirectly with the bidding process to derive any undue advantage. We also understand that any violation in this regard, will result in disqualification of bidder from further bidding process.
9. We certify that we have not made any changes in the contents of the RFP document read with its amendments/clarifications provided by the Company submitted by us in our Bid document.
10. It is further certified that the contents of our Bid are factually correct. We also accept that in the event of any information / data / particulars proving to be incorrect, the Company will have the right to disqualify us from the Bid.
11. We understand that you are not bound to accept the lowest or any Bid you may receive, and you may reject all or any Bid without assigning any reason or giving any explanation whatsoever.
12. We hereby undertake that our name does not appear in any "Caution" list of RBI / SEBI or any other regulatory body for outsourcing activity.
13. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the Company to do so, a contract in the prescribed form and we shall be jointly and severally responsible for the due performance of the contract.
14. The name(s) of successful Bidder to whom the contract is finally awarded after the completion of bidding process shall be displayed on the website of the Company and/or communicated to the successful Bidder(s).
15. We hereby undertake and agree to abide by all the terms and conditions stipulated by the Company in the RFP document.

Yours faithfully,

SIGNATURE OF BIDDER :
(Authorised Signatory)

NAME OF BIDDER :

DESIGNATION :

COMPANY SEAL :

DATE :

1.4 Bidder's General Information

1	Name of the Bidders Company			
2	Registered Office Address			
3	Year of Incorporation			
4	MD & CEO	Name		
		Telephone		
		Email		
		Designation		
5	Financial Details (for last 3 years)*	2016-17	2017-18	2018-19
	a. Turnover (Rs. In lakhs)			
	b. Profit after Tax (Rs. In lakhs)			
	c. Revenue from AMC/FMS (Rs. In lakhs)			
6	Are you the authorised partner for OEM?			
7	Please confirm Bidders direct presence at Mumbai, New Delhi, Kolkata, and Chennai or presence through Channel partners/ASP at above location.			
8	No. of implementations for Aruba Wifi in last three years			
9	No. of clients in India in BFSI/Public Sector segment, for Aruba Wifi in last three years			
10	No. of support contract ongoing for Aruba Wireless			
11	No. of Years of experience in maintaining Aruba Solution			
12	No. of certified engineers, bidders employed to support 24 x 7 for Aruba Wifi in Mumbai, New Delhi, Kolkata and Chennai or Bidder should be provide the support through Channel partners/ASP			
13	Certification ISO 9001 or 27001			

Note: - The bidder shall give the above information as per actuals. SBICAP reserves the rights to verify the above information.

SIGNATURE OF BIDDER
(Authorised Signatory)

NAME OF BIDDER

DESIGNATION

COMPANY SEAL

DATE

1.5 Citation Format /Client References

Sr No.	Name of the Client & Address	For Implementation	Contact Person/ Telephone No. Mobile/Email
1			
2			
3			

OR

Sr No.	Name of the Client & Address	For AMC and Support- Ongoing	Contact Person/ Telephone No. Mobile/Email
1			
2			
3			

Presence in SBI Group- Last Three years

Sr No.	Name of SBI Entity	Nature of Any Assignment	Contact Person/ Telephone No. Mobile/Email
1			

Seal of the Company:

Name of the Authorized Signatory:

Designation:

Note: SBICAP may take a feedback from the clients towards the bidders performance.

1.6 Template for Pre-bid Queries

Please provide in the excel worksheet

Annexure 2.5

S. No.	Page No	Section (Name & No.)	Statement as per tender document	Query by bidder	Reason for Query
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

1.7 Exception and Deviations

#	RFP / Annexure / FRS /	Details

1.8 Confidentiality and Non-Disclosure Agreement

CONFIDENTIALITY AND NON-DISCLOSURE

This **CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT** (the "**Agreement**") is made at _____ on this ___ day of _____, 20___ by and between

SBI Capital Markets Limited, a company incorporated under the Companies Act, 1956 and having its registered office at 202, Maker Tower E, Cuffe Parade, Mumbai 400 005 (hereinafter referred to as the "**SBICAP**" or "**Disclosing Party**" which shall be deemed to mean and include its successors and assigns) and

----- having its office at ----- ("**Receiving Party**" which shall be deemed to mean and include its successors and permitted assigns).

("Disclosing Party" and "Receiving Party" are individually referred to as Party and collectively referred to as Parties.)

WHEREAS:

1. *SBI Capital Markets Limited is engaged in the business of investment banking, project advisory and financial services.*
2. ----- is engaged in the business of-----.
3. (Please give a brief idea about the proposed transaction.) (**the "Transaction"**)
4. *In respect of exploring and evaluating the Transaction, SBI Capital Markets Limited will disclose certain confidential information (hereinafter defined) to the other party in respect of the proposed transaction.*

NOW, THEREFORE, in consideration for the mutual promises and covenants hereunder the Disclosing Party and Receiving Party agree as follows:

1. DEFINITIONS

"Confidential Information" means the information identified as confidential when disclosed or submitted to the Receiving Party, in written, representational, electronic, verbal or other form and includes all information, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, human resource information and any other information disclosed or submitted including without limitation, the information on the contents and existence of this Agreement and analysis, compilations, studies and other documents prepared by either Party or its representative or which contain or otherwise reflect or are generated from any Confidential Information.

2. Receiving Party's Obligations

2.1 The Receiving Party agrees that the Confidential Information is to be considered confidential and proprietary to Disclosing Party, and Receiving Party shall hold the same in confidence. The Receiving Party and any of its employees, directors, agents or any other person claiming under it will not disclose, publish or reveal or cause it to be disclosed, published or otherwise revealed any of the Confidential Information received from Disclosing Party to any other party whatsoever either in whole or in part for any other purpose except with the specific prior written authorization of Disclosing Party.

2.2 Confidential Information furnished in tangible form shall not be duplicated or caused to be duplicated by Receiving Party or any of its employees, agents, directors or any person claiming under the Receiving Party. Upon the request of Disclosing Party, Receiving Party shall return all Confidential Information received from the Disclosing Party in any form, including copies, or reproductions or other media containing such Confidential Information, within ten (10) days of such request. Any documents or other media developed by the Receiving Party containing Confidential Information shall be destroyed by Receiving Party. Receiving Party shall provide a written certificate to Disclosing Party regarding destruction within ten (10) days thereafter.

2.3 It is agreed between the Parties that without the prior written consent of the Disclosing Party, Receiving Party shall not disclose or direct its employees, agents, directors or any person claiming under it not to disclose to any person or entity (a) that the Confidential Information has been made available to them, (b) that discussions or negotiations are taking place concerning a possible Transaction between the Parties or (c) any terms, conditions or other facts with respect to any such possible Transaction, including the status thereof.

3. Term

The obligations of Receiving Party herein shall be effective for a period of 1 (one) year from the date Disclosing Party initially discloses any Confidential Information to Receiving Party pursuant to this Agreement.

4. Other Information

Confidential Information does not include any information that

- (a) is already in public knowledge or has become public knowledge otherwise than through any unauthorized disclosure or other breach of such restriction;
- (b) can be demonstrated to have been lawfully known to the Receiving Party at the time of its receipt;
- (c) is rightfully received by the Receiving Party from a third-party who did not acquire or disclose such information by a wrongful or tortuous act;
- (d) can be shown by documentation to have been independently developed by Receiving Party without reference to any Confidential Information; or
- (e) to which the Disclosing Party has consented in writing to being disclosed.

5. Permitted Disclosures

The Receiving Party shall restrict the possession, knowledge, development and use of the Disclosing Party's Confidential Information to its employees, agents, directors or any person claiming under it

- (a) whose duties justify access to such Confidential Information,
- (b) who have a need to know such Confidential Information, and
- (c) who are bound by a non-disclosure agreement or confidentiality obligations consistent with and at least as protective as this Agreement.

However the Receiving Party will remain responsible for any breach of the terms of this Agreement by any of the persons mentioned herein to whom this Confidential Information would be disclosed by the Receiving Party.

6. Compelled Disclosure

The Receiving Party may disclose Confidential Information to the extent necessary pursuant to applicable laws, regulation, court order, or other legal process, provided the Receiving Party notify the Disclosing Party of the existence, terms and circumstances surrounding such a request so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement.

7. No License

Nothing contained herein shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. It is understood and agreed that neither party solicits any change in the organization, business practice, service or products of the other party, and that the disclosure of Confidential Information shall not be construed as evidencing any intent by a party to purchase any products or services of the other party nor as an encouragement to

expend funds in development or research efforts. Confidential Information may pertain to prospective or unannounced products. Receiving Party agrees not to use any Confidential Information as a basis upon which to develop or have a third party develop a competing or similar product.

8. No Liability

Receiving Party understands and agrees that neither the Disclosing Party nor any of its directors, officers, employees, agents, advisors or representatives (i) have made or make any representation or warranty, expressed or implied, as to the accuracy or completeness of the Confidential Information or (ii) shall have any liability whatsoever to Receiving Party or its Affiliates relating to or resulting from the use of the Confidential Information or any errors therein or omissions therefrom.

9. Injunctive Relief

The parties acknowledge that monetary damages alone may be an inadequate remedy for breach of the Receiving Party's obligations under this Agreement. In addition to any other remedy which may be available in law or equity, Disclosing Party shall be entitled to seek injunctive order or other equitable relief to prevent a breach of this Agreement and to compel specific performance of this Agreement.

10. No Publicity

Receiving Party agrees not to disclose its participation in this undertaking, the existence or terms and conditions of the Agreement, or the fact that discussions are being held with Disclosing Party.

11. Governing Law

This Agreement shall be governed and construed in accordance with the laws of India and the Parties consent to the exclusive jurisdiction of the courts in Mumbai for any dispute arising out of this Agreement. Each party shall comply with the applicable export and import laws and regulations. Disputes will be resolved as per the arbitration procedure provided in the Master Services Agreement.

12. Final Agreement

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

13. No Assignment

Receiving Party may not assign this Agreement or any interest herein without Disclosing Party's express prior written consent.

14. Severability

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

15. Notices

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services.

16. Mutuality:

In the event of the Disclosing Party receiving or being given access to the Receiving Party's Confidential Information the Disclosing Party shall have the same obligations with respect to such information as does the Receiving Party with respect to Disclosing Party's Confidential Information under this Confidentiality and Non-Disclosure Annexure and Receiving Party shall have the same rights as are available to Disclosing Party under this Annexure .

If to Disclosing Party:

SBI Capital Markets Limited

202, Maker Tower 'E'

Cuffe Parade

Mumbai 400 005

If to Receiving Party:

16. No Implied Waiver

Either party's failure to insist in any one or more instances upon strict performance by the other party of any of the terms of this Agreement shall not be construed as a waiver of any continuing or subsequent failure to perform or delay in performance of any term hereof.

17. Headings

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

1.9 *Cloud Email Security Compliance Sheet*

Refer Excel Annexure 1.15

1.10 *Journaling Solution on Cloud*

Refer Excel Annexure 1.16

2 Commercial Bid Forms

2.1 Commercial Proposal Covering Letter

Date:

Ref:

To
CFO,
SBI Capital Markets Ltd.
202, Maker Tower E,
Cuffe Parade, Mumbai 400 005

Dear Sir/ Madam(s),

Sub: Commercial Proposal for Selection of for AMC for Aruba Wireless Solution

Having examined the Request For Proposal (RFP) Documents dated **<Date>** the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide, Comprehensive AMC and services support for Aruba Wireless Solution and in conformity with the Technical Proposal of said RFP documents and as per the attached Commercial Proposal and hereby undertake that we accept all the terms and conditions of the RFP.

We further undertake, if our bid is accepted, to deliver the requirements as per the Scope Of work in accordance with the delivery schedule finalised.

Our commercial proposal shall be binding upon us, subject to the modifications resulting from contract negotiations, up to expiration for the validity period of the Proposal.

We understand that you are not bound to accept the lowest or any bid you may receive.

Yours faithfully,

SIGNATURE OF BIDDER :
(Authorised Signatory)

NAME OF BIDDER :

DESIGNATION :

COMPANY SEAL :

DATE :

2.2 Commercial Bid Format (Summary)

AMC for Three years - 10-Jan-2020 to 10-10-Jan-2023

S/N	Particulars	Qty	Serial numbers	Location	1 st year	2 nd year	3 rd year
1	Aruba 7030	2	CR0008481ARB CR0008620ARB	Mumbai			
2	AP-215- Wireless Access Points	9	CNC2HMQ2SJ CNC2HMQ2SM CNC2HMQ2ST CNC2HMQ2SV CNC2HMQ2T3 CNC2HMQ2TT CNC2HMQ2TV CNC2HMQ2WH CN5AHHHB0NM				
3	AP-215- Wireless Access Points	5	CNC2HMQ2SR CNC2HMQ2TX CNC2HMQ2V7 CNC2HMQ2VS CNC2HMQ2W1	New Delhi			
4	AP-215- Wireless Access Points	1	CNC2HMQ2W6	Chennai			
5	AP-215- Wireless Access Points	1	CNC2HMQ2Z1	Kolkata			
6	Bidders Support Cost						
	Total						

Note- The cost of renewal of licenses will be paid in advance on year on year basis.
Support cost will be paid to partner on quarterly basis in arrears.