

RFP

***RFP for SERVER CONSOLIDATION and HARDWARE
REFRESH (SUPPLY, IMPLEMENTATION and
MAINTENANCE)***

Registered Office- 202, Maker Tower, Cuffe Parade, Mumbai – 400 005

PART 1 INVITATION TO BID

1.1 ABOUT SBICAP

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.

1.2 DEFINITION

Owner: SBI Capital Markets Ltd & its subsidiaries. Subsidiary is a company that is owned or controlled by SBI Capital Markets Ltd as on current and future date. Hereafter, to be referred as "SBICAP".

System Integrator (SI): Shall mean, the agency that provides all necessary supplies and services for the successful implementation of the Integrated Solution

Request for Proposal (RFP) / Tender Document: Shall mean, written solicitation that conveys to the Bidder, requirements for products/ services that the Owner intends to buy and implement.

Bid / Proposal: Shall mean, the offer by the Bidder to fulfil the requirement of the Owner for an agreed price. It shall be a comprehensive technical and commercial response to the RFP.

Successful Bidder: Shall mean qualified & Successful in the bidding process and is given the award of Work.

Project Go-Live sign-off: Defined as successful implementation of GST in existing ERP about the Initiative

1.3 PURPOSE

- 1.3.1 Owner invites technically complete and commercially competitive proposals from reputed vendors for implementing Server Virtualisation and Hardware Refresh to transform owners existing Servers & Backup Infrastructure and compute workload and to take care of future business needs of SBICAP.
- 1.3.2 The owner desirous of taking up the project for supply of above solution for SBICAP are invited to submit their technical and commercial proposal in response to this RFP. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful bidder will be entirely at Owners discretion. This RFP seeks proposals from Bidders who have the necessary experience, capability & expertise to provide Virtualisation Solution adhering to SBICAP requirement outlined in this RFP.
- 1.3.3 This RFP is not an offer by SBICAP, but an invitation to receive responses from the 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 SBICAP with a selected Bidder.

1.4 FACT SHEET

Sr. No.	Particular	Details
1.	RFP No.	CO/IT/1870
2.	RFP Release Date	20-Apr-2018
3.	Address for Receipt/submission of Bid document	GROUP HEAD - IT, 202, Maker Tower, Cuffe Parade, Mumbai- 400005
4.	Bid Submission	Bids should be submitted in two different envelopes 1. TECHNICAL BID 2. COMMERCIAL BID
5.	Last date for submission of Pre-Bid queries	25-Apr-2018 (refer format in Annexure 2.5)
6.	Issue of Clarifications/Corrigendum	04-May-2018
7.	Last Date & Time for submission	14-May-2018 05.00 PM
8.	Technical Bid Opening	15-May-2018 11.00 AM
9.	Method of Selection	The method of selection is Quality and Cost Base Selection (QCBS) The weights given to the Technical and Financial

		Proposals are: Technical = 70% and Financial = 30%
10.	Online Reverse Auction Schedule	To be Notified to the (technically) eligible bidders who score minimum 75 marks in Technical
11.	Bid validity and Price validity	Proposals must remain valid up to 180 (One Hundred & Eighty) days from the actual date of submission of the Bid. The commercial prices must be valid for 1 year after project sign-off.
12.	Key Contact Detail	Sharad Jambukar Ph. 022 2217 8567 Sharad.jambukar@sbicaps.com
13.	Technical contact details	Sagar Vichare Ph. 022 2217 4814 / +919892211469 Sagar.Vichare@sbicaps.com
14.	Address for Communication (Pre-bid meeting and submission of bid documents)	202, Maker Tower, Cuffe Parade, Mumbai- 400005
15.	Schedule for Commercial Bid Opening & Online Reverse Auction	To be Notified to the eligible bidders later

PART 2 DISCLAIMER

Subject to any law to the contrary, and to the maximum extent permitted by law, SBICAP and its Directors, officers, employees, agents, disclaim all liability from any loss or damage suffered by any person acting or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in this RFP document and any addendum to it or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, default, lack of care or misrepresentation on the part of SBICAP or any of its officers, employees, contractors, agents or advisors.

All information processed by the Bidder during solution deployment & maintenance belongs to owner. By having the responsibility to maintain the infrastructure, the Bidder does not acquire implicit access rights to the information or rights to redistribute the information.

PART 3 INSTRUCTIONS FOR BIDDERS (IFB)

A. RFP OBJECTIVE

3.1 SBICAP invites proposals from competent and authorized Bidders for Supply, Installation, Commissioning and Maintenance of Hardware Infrastructure, Backup solution under the scope of this RFP. SBICAP wants to implement the entire hardware at co-located DC & DR site. The Bidder should be an OEM or authorized partner or System Integrator, having project team members and support personnel competent enough to install, configure, maintain and support the proposed solution.

3.2 BROAD SCOPE OF WORK

3.3 SOLUTION REQUIREMENT & PROBLEM STATEMENTS

Note: Proposed solution must be as per the detailed Technical Specifications with solution sizing as per **Annexure B**

CHALLENGES & HIGH-LEVEL REQUIREMENTS

<u>S/N</u>	<u>Current Challenges</u>	<u>Requirements</u>
1	Physical Servers with DAS.	Server Consolidation on Hyper Visor on a Centralised Storage with In-line compression feature. All physical server and VM Migration to new hardware.
2	High Backup Windows with Backup Exec on a Tape Library and no compatibility with AIX/Oracle EBS app	Upgradation of existing backup technology to D2D appliance with tape out facility (LAN free). Synthetic backup facility and instant recovery for Hyper Visor/VMWare which should be compatible with AIX/Unix/Linux/VMware/Hyper-V/Windows 2008 onwards/Xen Server
3	No Intelligent Archival Solution for Ms-Exchange, Indexing Issues, De-centralised storage for Archives.	Email Archival Solution with standard features like Legal hold, optimisation, compression, de-dup features etc.
4	No BCP for Current Exchange (currently have off-site DR with Exchange Log shipping facility however no access available from internet)	Configuration for Full flesh BCP for Exchange 2010 as per SBICAP Requirements. Current Version 2010 migration to 2016 and secure access from outside.

5	Windows 2008 ADS	Active Directory Migration from 2008 to 2016 DC edition
6	DC to DR Replication	DC to DR replication for a selected VM's or host base replication.
7	Remote Server Backup	Dedupe of source and backup of remote servers to a centralised storage at DC.
8	Colocation	Co-location of few equipment's from present DC Mumbai to Collocated DC. Refer Annexure 2.6 for details
9	Buyback of Old hardware	Buyback of existing hardware. Details are enclosed in Annexure-O . Annexed mentioned equipment's will be handed over to the successful bidder after the successful implementation of proposed solutions post the sign-off from SBICAP. Bidder must permanently erase all the data present on the existing storage as well as the servers before decommissioning and buy back.

Based on the above-mentioned requirement; SBICAP intend to achieve all the above requirements through proposed solution by Bidder in response to this RFP. With reference to above mentioned Challenges, please find the **detailed of existing setup and new requirements enclosed in Annexure-P**

Note: Proposed solution must be as per the detailed Technical Specifications and Scope of Work mentioned in **Annexure B and Annexure C** respectively. **The vendor is required to provide additional hardware (if not mentioned in Technical requirements specifications) to address the detailed requirements mentioned in Annexure-P**

- 3.3.1 Brand new equipment/components along with 5 years OEM warranty with 2 years of AMC back to back from OEM with 4 hours of response and 8 hours of resolution time and support as per SOW and support mentioned in **Annexure-C** should be supplied, delivered, installed, commissioned within overall 16 weeks (8 weeks for delivery and 8 weeks for installation and commissioning) from the date of purchase order at the locations during normal office hours and as per the time schedules mentioned in the respective Purchase Orders.
- 3.3.2 This requirement is for the datacentres located in Mumbai (Primary DC) and Chennai (DR). **As of now Primary DC is in SBICAP Mumbai Cuffe Parade office, however SBICAP is looking for colocation option with managed DC services providers and SBICAP will convey the details for hardware delivery in due course. The tentative locations for DC would be Mumbai/Navi Mumbai and Chennai or Hyderabad would be for DR site.**

- 3.3.3 The Purchase Order may be placed in part or full by SBICAP, the quantity or number of equipment to be purchased as mentioned in this RFP is only indicative. No guarantee or assurance is being provided hereby as to the exact quantity of equipment to be purchased or the minimum order quantity. SBICAP, however, reserves the right to procure extra quantity during the bid validity period of the offer and till 1 year from the date of project sign-off. The offer should be valid for SBICAP group companies. The different parts of same equipment should be delivered in one lot only and part delivery of the equipment covered in the Purchase Order is not permitted unless otherwise agreed to by SBICAP. The movement of the shipment should be advised to the SI and SBICAP, well in advance.
- 3.3.4 OEM / Bidder may be expected to conduct a Proof of Concept (PoC) testing to demonstrate the functionalities of proposed system. Results of the PoC may also be considered during the technical evaluation.

3.4 ELIGIBILITY CRITERIA

Bidders meeting the criteria in Annexure – I (refer attachment Annexure A to N) 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. Bid is open to all Bidders who fulfil the eligibility criteria. The bidder must submit the details of eligibility criteria as per **Annexure – I**

B. BIDDING DOCUMENTS

3.5 DOCUMENTS CONSTITUTING THE BID

3.5.1 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 every respect will be at the Bidder 's risk and may result in the rejection of the Bid.

3.6 Clarification / Amendment of Bidding Document

3.6.1 Bidder requiring any clarification of the Bidding Document may notify SBICAP in writing at the address or by e-mail indicated in Schedule of Events as indicated therein.

3.6.2 A pre-bid meeting is scheduled as per schedule of events.

3.6.3 Text of queries raised (without identifying source of query) and response of SBICAP together with amendment to the bidding document, if any, will be sent to all the OEMs/Partners of OEMs (Bidder) through mail. It is the responsibility of

the bidder to check with the concerned in the department before final submission of bids.

- 3.6.4 Relaxation in any of the terms contained in the Bid, in general, will not be permitted, but if granted in special case, the same will be sent to Bidders through e-mail.
- 3.6.5 SBICAP will reserve the rights to modify the Technical Specification requirement (Annexure "B") at its own discretion any time during bidding
- 3.6.6 SBICAP will reserve the rights to accept or reject any deviation mentioned in Annexure "B" at its own discretion. SBICAP will not give any explanations to other competitor for acceptance of any deviation in the compliance sheet.
- 3.6.7 All bidders must ensure that such clarifications/amendments have been considered by them before submitting the bid. SBICAP will not take responsibility for any omissions by bidder.
- 3.6.8 At any time prior to the deadline for submission of Bids, SBICAP, for any reason, whether, at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding Document, by amendment.
- 3.6.9 In order to enable Bidders reasonable time in which to take amendments into account in preparing the bids, SBICAP, at its discretion, may extend the deadline for submission of bids.

C. PREPARATION OF BIDS

3.7 Language of Bid

- 3.7.1 The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and SBICAP and supporting documents and printed literature shall be submitted in English.

3.8 DOCUMENTS COMPRISING THE BID

- 3.8.1 **DOCUMENTS COMPRISING THE TECHNICAL PROPOSAL ENVELOPE AND COMMERCIAL PROPOSAL**, should contain following:

S/N	Particulars	Annexure	To be submitted with
1	Bid Covering Letter	Annexure-A	Technical Bid
2	Technical Specification and Compliance	Annexure-B (excel)	Technical Bid
3	Scope of Work	Annexure-C	Technical Bid
4	Undertaking Authority	Annexure-D	Technical Bid
5	Service Level Agreement	Annexure-E	Technical Bid

6	EMD	Annexure-F (Not Applicable for this RFP)	Technical Bid
7	MAF	Annexure-G	Technical Bid
8	Non- PRICE Bid	Annexure-H	Technical bid
9	PRICE Bid in prescribed format also Bidder is required to submit detailed prices in suitable format.	Annexure H	Commercial Bid
9	Eligibility Criteria	Annexure-I	Technical Bid
10	Bidders Organization Profile & capability presentation to support the scope of work as per RFP and post implementation support.	Annexure-J	Technical Bid
11	NDA	Annexure-K	Technical Bid
12	Performance Bank Guarantee	Annexure-L	Technical Bid
13	Scoring Pattern	Annexure-M	For information and for SBICAP use
14	Client citation	Annexure-N	Technical Bid
15	Pre-Bid Queries with Owner response to be submitted with Technical Bid.	Annexure 2.5 Template for Pre-bid Queries	Technical Bid
16	Old Servers Inventory for Buyback	Annexure-O	Commercial BID
17	SBICAP requirement	Annexure-P	For bidder's information
18	SBICAP Production Server details	Annexure-Q	For Bidders information
19	Bidder Capability to support as per the SOW under this RFP with implementation and migration plan to new infrastructure.	N/A	Bidder to provide detailed write up and presentation in Technical Bid
20	Gartner's Reports	N/A	For All applicable components

3.8.2 While submitting the Technical Bid, literature on the software / hardware if any, should be segregated and kept together in one section / lot. The other papers like EMD (not applicable), Forms as mentioned above etc. should form the main section and should be submitted in one lot, separate from the section containing literature. **All pages of this RFP document must be stamped and initialled by the authorized signatory of the bidder confirming acceptance to all terms and conditions of this RFP and should be submitted as part of the technical bid.**

3.8.3 **Any Technical Proposal and Commercial proposal not containing the above (except item 16 & 17) will be rejected.**

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- 3.8.4 SBICAP will reject the bid if Offer is incomplete and/or not accompanied by all stipulated documents
- 3.8.5 SBICAP will reject the bid if Offer is not in conformity with the terms and conditions stipulated in this document.
- 3.8.6** SBICAP reserves the rights to reject the bid in case of not conformity to acceptance of SAL, Scope of work and Terms and Conditions mentioned under this RFP and Compliance sheet - **Annexure -B**
- 3.8.7 **SBICAP will reject the bid if Unpriced Commercial Offer is not submitted along with Technical Offer.**
- 3.8.8 SBICAP will reject the bid if Format of Commercial Offer differs from unpriced commercial Offer. The bidder is required to give detailed price bid in suitable format.
- 3.8.9 **The Technical Proposal should NOT contain any price information. Such proposal, if received, will be rejected.**
- 3.8.10 **DOCUMENTS COMPRISING THE PRICE ENVELOPE**, should contain a format as per **ANNEXURE – H** on the Bidder 's letter head wherein the "Detailed Price with detailed TAX" **The bidder is required to give detailed price breakup with part codes for all proposed solutions components in suitable format.**

3.9 Bid Form

- 3.9.1 The Bidder shall complete both the Envelopes of the Bid Form furnished in the Bidding Document separately and submit them simultaneously to SBICAP. Bids are liable to be rejected if only one (i.e. Technical Bid or Price Bid) is received.

3.10 Price Composition:

- 3.10.1 The prices quoted should be in Indian rupees only.
- 3.10.2 The quoted pricing should consist of the project cost with 3-years OEM warranty and support with AMC from OEM for the 4th and 5th year as separate line items.
- 3.10.3 The prices should be exclusive of taxes, duties and statutory levies. These may be claimed at the time of invoicing based on the then prevailing rules and regulations.
- 3.10.4 The rates and/ or prices in any form or for any reasons should not be disclosed in the technical or other parts of the bid except in the commercial bid, failure to do so may make the bid liable to be rejected. Before opening of commercial bid, if price revision is envisaged by SBICAP, revised

commercial bid may be required to be submitted in a separate sealed envelope.

3.11 Pre-BID meeting:

3.11.1 SBICAP may, at its sole discretion, organise a pre-bid meeting/Conference call, to resolve any queries, bidder may have. Any further information or clarification on queries raised by any bidder will be provided to all bidders by email as corrigendum.

3.11.2 The bidder must submit pre-bid queries in prescribed format as per **Annexure 2.5 Template for Pre-bid Queries** as per the defined timelines.

3.12 Delivery Schedule & Penalty for Delayed Deliveries

3.12.1 Delivery, installation, and commissioning within 16 weeks from date of purchase order (8 Weeks delivery + 8 weeks for installation/migration and project sign off)

3.12.2 In the event of the equipment not being delivered within a period of 8 weeks from date of Purchase Order, a penalty of 0.50% per week of the total contract value for the delay, subject to maximum amount of ten (10) percent of the total consideration will be charged to Bidder.

3.12.3 SBICAP also reserves the right to cancel the Purchase at its own discretion without assigning any reason to selected vendor. In the event of such cancellation, the Bidder is not entitled to any compensation.

3.13 Documentary Evidence Establishing Bidder's Eligibility and Qualifications

3.13.1 The documentary evidence of the Bidder 's qualifications to perform the Contract if its Bid is accepted shall establish to SBICAP 's satisfaction:

- a) that, in the case of a Bidder offering to supply products and/or Systems under the Contract which the
- b) Bidder did not produce; the Bidder has been duly authorized as per authorization letter/ form (**Annexure-G**).
- c) that adequate, specialized expertise are available to ensure that the support services are responsive and
- d) the Bidder will assume total responsibility for the fault-free operation of the solution proposed and
- e) Maintenance during the warranty period and provide necessary maintenance services.

3.14 Documentary Evidence Establishing Eligibility of Products and Conformity to Bidding Documents

3.14.1 The Bidder shall submit point by point compliance with remark to the technical specifications and it should be included in the Technical Bid.

3.14.2 Any deviations from specifications should be clearly brought out in the bid.

3.14.3 The Bidder should quote for the entire package on a single responsibility basis for hardware / software / services it proposes to supply.

3.14.4 **Earnest Money Deposit (EMD) – NOT APPLICABLE FOR THIS RFP**

- a) The EMD is required to protect SBICAP against the risk of Bidder's conduct, which would warrant the EMD's forfeiture.
- b) Bidder should deposit EMD of Rs. 2,00,000/- in the form of a demand draft issued by a scheduled commercial SBICAP favouring SBI Capital Markets Ltd. payable at Mumbai (or) SBICAP Guarantee – BG, issued by a scheduled commercial SBICAP (other than Union SBICAP of India). The EMD should be submitted at the time of bid submission.
- c) SBICAP will follow the guidelines issued by Govt. of India for MSME units registered with NSIC under single point registration scheme. However, bidder has to submit the copy of valid NSIC Certificate clearly mentioning that they are registered with NSIC under single point registration scheme.
- d) No interest will be payable on the EMD amount. The EMD of the unsuccessful Bidders shall be returned within 2 weeks from the date of bid finalisation.

3.14.5 **The EMD may be forfeited:**

- a) if a Bidder withdraws his Bid during the period of Bid validity specified in this RFP; or
- b) if a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract; or
- c) in the case of a successful Bidder, if the Bidder fails; (i) to sign the Contract; or (ii) to furnish Performance SBICAP Guarantee
- d) The EMD shall be denominated in Indian Rupees and shall be in the form of a SBICAP Guarantee as per **Annexure-F** and should be valid for a period of 6 months.
- e) Bidder should deposit EMD of Rs.2,00,000/- in the form of a demand draft issued by a scheduled commercial SBICAP favouring SBI Capital Markets Ltd. payable at Mumbai (or) SBICAP Guarantee – BG, issued by a scheduled commercial SBICAP (other than Union SBICAP of India). The EMD should be submitted at the time of bid submission.

3.15 Period of Validity of Bids

3.15.1 Bids shall remain valid for a period of 180 days from the date of opening of Bid. A Bid valid for a shorter period may be rejected by SBICAP as non-responsive.

3.15.2 In exceptional circumstances, SBICAP may solicit the Bidders 'consent to an extension of the period of validity. The request and the responses thereto shall

be made in writing. The EMD provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its EMD.

3.15.3 SBICAP reserves the right to call for fresh quotes any time during the validity period, if considered necessary.

3.15.4 SBICAP reserves the right to select the architecture proposed by bidders.

3.16 Format and Signing of Bid

3.16.1 Each bid shall be in two parts:

- a) **Part I- Technical Proposal. (as per clause 3.8.1 above)**
- b) **Part II- Price Proposal. (as per Annexure H Format-Bidder is required to submit the detailed price breakup in suitable format)**

The two parts should be in two separate sealed NON-WINDOW envelopes, each super scribed with “**Proposal for Servers Consolidation and Hardware Refresh**” as well as “**Technical Proposal**” and “**Price Proposal**” as the case may be.

3.16.2 The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the Bids shall initial all pages of the Bids, except for un-amended printed literature.

3.16.3 Any inter-lineations, erasures or overwriting shall be valid only if they are initialled by the person signing the Bids. SBICAP reserves the right to reject bids not conforming to above.

D. SUBMISSION OF BIDS

3.17 Sealing and Marking of Bids

3.17.1 The Bidders 'shall seal the NON-WINDOW envelopes containing one copy of –" Technical Bid" and one copy of –" Price Bid" separately and the two NON-WINDOW envelopes shall be **enclosed and sealed in an outer NON-WINDOW envelope**.

3.17.2 The bid should be addressed to the following address up to the time and date mentioned in the Bid Schedule:

Shri. Sharad Jambukar
SBI Capital Markets Ltd
202, Maker Tower, Cuffe Parade
Mumbai - 400 005

3.17.3 The Bidder shall bear all costs associated with the preparation and submission of its bid including cost of presentation(s), etc. SBICAP will not be responsible or liable for these costs, regardless of the conduct or outcome

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of the bidding process nor will SBICAP reimburse any cost incurred by the Bidder in case of non- acceptance of his/her bid.

3.17.4 All envelopes should indicate the name and address of the Bidder on the cover.

3.17.5 If the envelope is not sealed and marked, SBICAP will assume no responsibility for the bid 's misplacement or its premature opening.

3.18 Deadline for Submission of Bids

3.18.1 Bids must be received by SBICAP at the address specified, no later than the date & time specified in the –Schedule of EventsII in Invitation to Bid.

3.18.2 In the event of the specified date for submission of bids being declared a holiday for SBICAP, the bids will be received up to the appointed time on the next working day.

3.18.3 SBICAP may, at its discretion, extend the deadline for submission of bids by amending the bid documents, in which case, all rights and obligations of SBICAP and bidders previously subject to the deadline will thereafter be subject to the extended deadline.

3.19 **Late Submission of Bids:** Any Bid received after the deadline for submission of Bids prescribed, will be rejected and returned unopened to the bidder.

3.20 Modification and Withdrawal of Bids

3.20.1 The Bidder may modify or withdraw its Bid after the Bid 's submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by SBICAP, prior to the deadline prescribed for submission of Bids.

3.20.2 The Bidder 's modification or withdrawal notice shall be prepared, sealed, marked and dispatched. A withdrawal notice may also be sent by Fax, but followed by a signed confirmation copy, postmarked, not later than the deadline for submission of Bids.

3.20.3 No Bid may be modified after the deadline for submission of Bids.

3.20.4 No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the Bidder 's forfeiture of its EMD.

E. OPENING AND EVALUATION OF BIDS

3.21 OPENING OF TECHNICAL BIDS BY SBICAP

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3.21.1 The Bidders 'names, Bid modifications or withdrawals and the presence or absence of requisite EMD and such other details as SBICAP, at its discretion, may consider appropriate, will be announced at the time of technical Bid opening.

3.21.2 Bids and modifications sent, if any, that are not opened at Bid Opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Bidders.

3.22 PRELIMINARY EXAMINATION

- 3.22.1 SBICAP will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, and the Bids are generally in order.
- 3.22.2 Prior to the detailed evaluation, SBICAP will determine the responsiveness of each Bid to the Bidding Document. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without any deviations.
- 3.22.3 SBICAP 's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- 3.22.4 If a Bid is not responsive, it will be rejected by SBICAP and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

3.23 TECHNICAL EVALUATION

- 3.23.1 Only those Bidders and Bids who have been found to be in conformity of the eligibility terms and conditions during the preliminary evaluation would be taken up by SBICAP for further detailed evaluation. Those Bids who do not qualify the eligibility criteria and all terms during preliminary examination will not be taken up for further evaluation.
- 3.23.2 **The evaluation will also consider:**
- a) State of the art solution offered by the bidder to any noticeable companies in India. The bidder should furnish the details when requested.
 - b) Proposed solution features, guaranteed uptime, footprint, integration, underlying components' etc.
 - c) Scalability / Capability of the proposed solution to meet future requirements not outlined in the RFP.
 - d) Support on open platforms and solution based on proposed technology (both software and hardware).
 - e) Market Survey / Industry feedback.
 - f) Bidder support facilities / proactive support.
 - g) Ease of use while implementation, creation of VMs, configuring the system, etc.
 - h) Backup solutions and guaranteed backup window
 - i) Bidder Profile and experience in the industry

- j) Proposed solution ease of management in terms of integration provided with OEMs
- k) OEM post sale support experience.
- l) Bidders capability to support the RFP scope and based on the presentation
- m) Bidders capability to support offshore and onsite including monitoring health checks as per the scope of work. Bidder needs to provide detailed writeup about capabilities in Technical BID.

3.23.3 SBICAP reserves the right to evaluate the bids on technical & functional parameters including factory visit, client site visit and witness demos of the system and verify functionalities, response times, public documents, blogs etc.

3.23.4 SBICAP will evaluate the technical and functional specification of all the equipment quoted by the Bidder.

3.23.5 During evaluation and comparison of bids, SBICAP may, at its discretion ask the bidders for clarification of its bid. The request for clarification shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the bidder shall be entertained.

3.24 Bids meeting the eligibility criteria & having complied with the points of Technical Bid and attain minimum technical score shall be qualified for Reverse Auction.

Note: Scoring Model is provided to evaluate technical Bid in **Annexure M**

3.25 COMMERCIAL EVALUATION

3.1 The envelope containing the Commercial offers of only those Bidders, who are shortlisted after technical evaluation, would be opened through reverse auction. The format for quoting commercial bid set out in **Annexure H**. Bidder is required to offer best possible discounted price in price bid. On completion of evaluation process of commercial bids, SBICAP will conduct the reverse auction through an outside agency and contract.

3.2 The bidder is required to give detailed price breakup with part code in suitable format.

3.3 FINAL EVALUATION

3.3.1 The technically qualified Bidders will participate in the Reverse auction process that will be conducted by an Auction company authorized by the SBICAP. Specific rules for this particular event viz, date and time, start price, bid decrement value, duration of event etc. shall be informed by the Auction

Company to the participating Bidders before the event. The Bidders should furnish prices for the project in their Commercial Bid to facilitate finalizing the start bid for Reverse auction" under e-Procurement process.

- 3.3.2 The lowest commercial offers (total cost) will be taken as the starting bid of the Reverse Auction and not for deciding the L-1 status. Bidders should note that the lowest commercial bid is considered for the purpose of conducting „Reverse auction process only. The L-1 Bidder will be decided only later, on finalization of prices through Reverse auction.
- 3.3.3 **The rates discovered during reverse auction may not be necessarily considered as L1 proposal as SBICAP at its own discretion may add/remove any component of reverse auction BID and arrive at the Lowest price during reverse auction.**
- 3.3.4 After the reverse auction is completed, the scores of both technical evaluation and commercial evaluation would be calculated on 70:30 basis (70% Weightage to technical and 30% Weightage to commercial).
- 3.3.5 Successful bidder would not be decided solely based on the lowest bid in the reverse auction. Successful bidder would be selected based on techno commercial evaluation. The evaluation criteria would be techno-commercial (70:30 respectively) and is explained clearly in the following example.
- 3.3.6 Scoring model to evaluate technical bid is provided in **Annexure – M**

Note: In the case of reverse auction, the actual billing of resources would be done on pro-rata basis of the final commercial rates (i.e. the rates after the reverse auction process).

SBICAP reserve the complete rights to issue a full or partial purchase order or to subtract any component from the proposed solution/ BILL OF MATERIAL at its own discretion.

SBICAP would not necessarily bind to select one vendor for entire solution, and may release the order to more than one vendor for selected components from the proposed solution.

For example:

In a techno commercial evaluation weightage for technical consideration is 70% and weightage for cost is 30%.

Three vendors namely A, B and C participated in the bid process and their technical score are as under:

A=65, B=75, C= 85

After converting them into percentile, we get

A= $(65/85)*100 = 76.47$

B= $(75/85)*100 = 88.23$

C= $(85/85)*100 = 100$

The Reverse Auction prices of the Vendors are as under:

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A= Rs. 8000, B= Rs. 9000, C= Rs. 10000

After e-reverse auction process, the final cost (lower cost quoted in e-reverse auction or price bid, in this case if it is Rs 8000) quoted by the bidders converted into percentile score shall be as under:

$$A = (8000/8000)*100 = 100$$

$$B = (8000/9000)*100 = 89$$

$$C = (8000/10000)*100 = 80$$

As the weightage for technical parameter and cost are 70% and 30% respectively, the final scores shall be calculated as under:

$$A = (76.47*0.7) + (100*0.3) = 83.52$$

$$B = (88.23*0.7) + (89*0.3) = 88.46$$

$$C = (100*0.7) + (80*0.3) = 94$$

Hence, the offer of 'C' (being highest score) would be considered and the contract shall be awarded to 'C' at Rs. 10000 being the RA price quoted by C.

Note: SBICAP reserves the right to opt for manual negotiation or Reverse Auction. The online reverse auction will be conducted by SBICAP or a company who have been authorized in this regard by SBICAP. Reverse auction guidelines will be communicated to all short-listed bidders.

3.4 AWARD & SIGNING OF CONTRACT

- 3.4.1 SBICAP will notify successful bidder in writing by letter/email in duplicate or fax that its bid has been accepted. The Selected bidder must return the duplicate copy/respond to email to SBICAP within 7 working days duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance.
- 3.4.2 The successful bidder is required to provide the final price breakup in [Annexure -H](#) and detailed price breakup for each component in suitable format within 48 hours of the conclusion of the Reverse Auction; maintaining the same ratio amongst the items as were earlier quoted in the price bid provided to SBICAP at the time of bid submission.
- 3.4.3 The successful bidder shall be required to enter a contract/SLA with SBICAP, within 30 days of the award of the tender or within such extended period as may be decided by SBICAP along with the letter of acceptance, NDA, BG and other terms and conditions as may be determined by SBICAP to be necessary for the due performance of the work in accordance with the Bid and acceptance thereof. Copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the acceptance letter, contract and NDA should be submitted.

- 3.4.4 In the absence of a formal contract, the Bid document, together with SBICAP 's notification of award and the Bidder 's acceptance thereof, would constitute a binding contract between SBICAP and the successful Bidder.
- 3.4.5 Failure of the successful Bidder to comply with the requirement and terms within the RFP document shall constitute sufficient grounds for the annulment of the award and forfeiture of the **EMD (Not Applicable)**.
- 3.4.6 SBICAP reserves the right either to invoke the Performance Bank Guarantee or to cancel the purchase order or both if the Bidder fails to meet the terms of this RFP or contracts entered into with them.
- 3.4.7 Arithmetic errors, if any, in the price breakup format will be rectified as under:
- a) If there is a discrepancy between the unit price and total price which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the bidder does not accept the correction of errors, the bid will be rejected.
 - b) If there is a discrepancy in the unit price quoted in figures and words, the unit price in figures or in words, as the case may be, which corresponds to the total bid price for the bid shall be taken as correct.
 - c) If the Bidder has not worked out the total bid price or the total bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.
 - d) SBICAP may waive off any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving does not prejudice or affect the relative ranking of any bidder.

3.5 SUBCONTRACTING

- 3.5.1 As per scope of the RFP the subcontracting is prohibited. The bidder must obtain written permission from SBICAP before contracting any work to subcontractors. SBICAP at its own discretion may permit or deny the same.
- 3.5.2 In case of subcontracting permitted, the contracting vendor is responsible for all the services provided to SBICAP regardless of which entity is conducting the operations. The contracting vendor is also responsible for ensuring that the sub-contractor comply with all security requirements of the contract and SBICAP can obtain independent audit report for the same. The bidder should provide subcontracting details to SBICAP and if require, SBICAP may evaluate the same.

3.6 PERFORMANCE BANK GUARANTEE (PBG):

- 3.6.1 Performance Bank Guarantee of 10% of the total Bid Value in the format at **Annexure-L** to be submitted by the successful Bidder for a period of

contracted period from Associate Banks of State Bank of India or a Scheduled Commercial Bank. In case, SBI is the sole Banker for the Bidder, a Letter of Comfort from SBI may be accepted and PBG should be submitted within a week of receipt of formal communication from SBICAP about their successful bid. Purchase Order will be released only after receipt of the Performance Bank Guarantee.

3.7 MISCELLANEOUS

- 3.8 The selected Bidder should arrange for storage of Equipment/Components till final locations are advised by SBICAP.
- 3.9 The selected Bidder should undertake, during the period of contract, if required by SBICAP, the relocation / shifting of the equipment. SBICAP will reimburse the cost on actual basis.
- 3.10 The selected Bidder should undertake to implement the observations / recommendations of SBICAP 's IS-Audit, Security Audit Team or any other audit conducted by SBICAP or external agencies and any escalation in cost on this account will not be accepted by SBICAP.

Note: Notwithstanding anything said above, SBICAP reserves the right to reject the contract or cancel the entire process without assigning reasons thereto.

PART 4 TERMS AND CONDITIONS OF CONTRACT (TCC)

4.1 RFP TERMINOLOGY

Definitions: In this Contract, the following terms shall be interpreted as indicated:

- 4.1.1 Bidder / Service Provider / System Integrator (SI)/– An eligible entity/firm submitting a Proposal / Bid in response to this RFP.
- 4.1.2 Supplier / Contractor / Vendor – is the successful Bidder whose technical bid has been accepted and whose bid proposal has been selected in the techno-commercial evaluation process as per this RFP and to whom notification of award has been given by SBICAP.
- 4.1.3 Purchaser / S-L – Reference to the “SBICAP”, and “Purchaser” Shall be determined in context and may mean without limitation “SBI Capital Markets Ltd.”
- 4.1.4 Proposal / Bid – the Bidder’s written reply or submission in response to this RFP.
- 4.1.5 RFP / Tender – the request for proposal (this document) in its entirety, inclusive of any and any Addendum that may be issued by SBICAP.

4.1.6 Solution/ Services / Work/ System – “Solution” or “Services” or “Work” OR “System” or “IT System” means all services, scope of work and deliverable to be provided by a Bidder as described in the RFP and include services ancillary to the development of the solution, such as installation, commissioning, integration with existing systems, provision of technical assistance, training, certifications, Go-Live and steady state operation, auditing and other obligation of the Supplier covered under the RFP.

4.1.7 Project Cost – Project cost would be initial cost/ onetime cost/ Product (Hardware / Software / Services) cost / development cost/ installation cost/ commissioning cost/ integration cost with existing systems/ customization cost/ training cost / technical assistance and cost of resources deployed onsite / travel and accommodation costs. Such costs will be included while evaluating the commercial bid to evaluate the impact of sizing. It should be noted that the tender is issued on an all-inclusive fixed cost basis. Pricing quoted must be exclusive of any taxes and levies with provisions of penalties for delayed implementation as prescribed in the bid document. It is expected that the Bidder factors the cost for providing Warranty Services as mentioned in the RFP. The prices quoted should also include charges towards freight, forwarding, delivery, installation, transit insurance charges till installation, commissioning of equipment.

4.1.8 Support & Maintenance – The annual cost of Maintenance of the entire proposed solution / services. The cost of 5 years’ support & 4th and 5th Year AMC cost must be included with the project cost to arrive at the Total Cost of Ownership (TCO) which will be considered for the evaluation of bids. The warranty will start post 90 days of steady state operation.

4.1.9 Abbreviations used in the document have to be interpreted as per the expanded word given below

Sr.	Abbreviation	Expanded Form
1	RFI	Request for Information
2	RFP	Request for Proposal
3	SBICAP	Sbi Capital Markets Limited
4	BFSI	Financial Services and Broking
5	DC	Datacentre
6	DRS	Disaster Recovery Site
7	UAT	User Acceptance Testing
8	AMC	Annual Maintenance Cost
9	OEM	Original Equipment Manufacturer
10	HCI	Hyper Converged Infrastructure
11	SDN	Software Defined Network
12	VM	Virtual Machines
13	TOR	Top of Rack Switch

4.2 USE OF CONTRACT DOCUMENTS AND INFORMATION

- 4.2.1 The Bidder shall not, without SBICAP 's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of SBICAP in connection therewith, to any person other than a person employed by the Bidder in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 4.2.2 The Bidder will treat as confidential all data and information about SBICAP, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of SBICAP.

4.3 Country of Origin / Eligibility of Goods & Services

- 4.3.1 All goods and related services to be supplied under the Contract shall have their origin in eligible source countries, as per the prevailing Import Trade Control Regulations in India.
- 4.3.2 For purposes of this clause, —origin in means the place where the goods are mined, grown, or manufactured or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

4.4 Use of Contract Documents and Information

- 4.4.1 The Bidder shall not, without SBICAP 's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of SBICAP in connection therewith, to any person other than a person employed by the Bidder in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 4.4.2 The Bidder shall not, without SBICAP 's prior written consent, make use of any document or information except for purposes of performing the Contract.
- 4.4.3 Any document, other than the Contract itself, shall remain the property of SBICAP and shall be returned (in all copies) to SBICAP on completion of the Bidder 's performance under the Contract, if so required by SBICAP.

4.5 Patent Rights

4.5.1 In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, etc. arising from the use of the Goods or any part thereof in India, the Bidder shall act expeditiously to extinguish such claim. If the Bidder fails to comply and SBICAP is required to pay compensation to a third party resulting from such infringement, the Bidder shall be responsible for the compensation to claimant including all expenses, court costs and lawyer fees. SBICAP will give notice to the Bidder of such claim, if it is made, without delay. The Bidder shall indemnify SBICAP against all third party claims.

4.6 Delivery & Documentation

4.6.1 The Bidder shall provide such packing of the products as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperature, salt and precipitation during transit and open storage. Size and weights of packing case shall take into consideration, where appropriate, the remoteness of the Products destination and the absence of heavy handling facilities at all transit points.

4.6.2 Delivery of the equipment shall be made by the Bidder in accordance with the system approved / ordered. The details of the documents to be furnished by the Bidder are specified hereunder:-

- a) 2 copies of Bidder's Invoice showing Contract number, Products description, quantity, unit price and Total amount.
- b) Delivery Note or acknowledgement of receipt of Products from the Consignor or in case of products from abroad original and two copies of the negotiable clean Airway Bill.
- c) 2 copies of packing list identifying contents of each package.
- d) Insurance Certificate. I Manufacturer's / Bidder's warranty certificate.

4.6.3 The above documents shall be received by SBICAP before arrival of Products and if not received the Bidder will be responsible for any consequent expenses.

4.6.4 Delivery of the equipment/components shall be made by the Bidder in accordance with the system approved / ordered.

4.7 For the System & other Software, the following will apply:

- a) The Bidder shall supply standard software packages published by third parties in or out of India in their original publisher-packed status only, and should have procured the same either directly from the publishers or from the publisher's sole authorized representatives only.

- b) The Bidder shall provide complete and legal documentation of all subsystems, licensed operating systems, licensed system software, and licensed utility software and other licensed software. The Bidder shall also provide licensed software for all software products whether developed by it or acquired from others. There shall not be any default in this regard.
- c) In case the Bidder is providing software which is not his proprietary software then the Bidder must submit evidence in the form of agreement he has entered into with the software Bidder which includes support from the software Bidder for the proposed software for the full period required by SBICAP.
- d) The Bidder shall explicitly absolve SBICAP of any responsibility / liability for use of system / application software delivered along with the equipment, (i.e. the Bidder shall absolve SBICAP in all cases of possible litigation / claims arising out of any copyright / license violation) for software(s) published either by third parties, or by themselves.

Insurance :

4.7.2 The insurance shall be in an amount equal to 110 % of the value of the Products from "Warehouse to final destination" on "All Risks" basis, valid for a period not less than one month after installation and commissioning and issue of acceptance certificate by SBICAP.

4.7.3 Should any loss or damage occur, the Bidder shall:

- a) initiate and pursue claim till settlement and
- b) promptly make arrangements for repair and / or replacement of any damaged item irrespective of settlement of claim by the underwriters.

4.8 Warranty / Uptime / Penalty: As per **Annexure-E.**

4.9 PAYMENT TERMS:

4.9.1 Payment shall be made in Indian Rupees.

4.9.2 The payment terms for the Purchase Order:

- a) No payment will be paid by SBICAP for POC (Proof of Concept) or Demo or Presentation
- b) No advance payment will be made against purchase order
- c) 50% of the Total amount of hardware/software after delivery and delivered verification of Bill of material by SBICAP 's officials. If the equipment/ solution delivered is not as per the Bill of material SBICAP reserves right to cancel the order and no payment will be made.
- d) Remaining 30% on, installation, testing and successful commissioning of the equipment and issuance of certificate of successful Commissioning duly signed by SBICAP and the Vendor as per the specified scope of work and after sign-off and GO LIVE for all components supplied under this RFP. As already stated, for reasons of delays in installation and commissioning not attributable to SBICAP the liquidated damages may be levied as stated.
- e) Balance 20% after 60 days from Go Live from the date of issuance of certificate of successful commissioning and acceptance on submission of BG for the equivalent amount for the period of three years.
- f) One Time Implement Cost: 90 % after successful issuance of Certificate of successful commissioning and sign-off after acceptance of SBICAP.
- g) Balance 10% will be released against performance bank guarantee amount equivalent to Support charges for the contracted period.

h) Support Cost: (Ref. Annexure C): AMC cost will be paid on quarterly in arrears from the date of successful commissioning and issuance of Certificate of successful commissioning.

4.9.3 Payments will not be released for any part-shipment or short-shipments.

4.9.4 SBICAP will pay 3 years price upfront towards hardware and software. AMC cost from 4th year and 5th year will be paid in advance for subsequent years.

4.10 Prices

4.10.1 Prices payable to the selected Bidder as stated in the Contract and as per the final price discovery and purchase order shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, changes in taxes, duties, levies, charges, etc.

4.10.2 The Bidder will pass on to SBICAP, all fiscal benefits arising out of reductions, if any, in Government levies viz. sales tax, excise duty, custom duty, etc. or the benefit of discounts if any announced in respect of the cost of the items for which orders have been placed during that period.

4.10.3 SBICAP reserves the right to re-negotiate the prices in the event of change in the international market prices of both the hardware and software.

4.10.4 The Bidder shall maintain the product and services Rate Contract for the period of 1 year from the date of Purchase Order.

4.11 Change Orders

4.11.1 SBICAP may, at any time, by a written order given to the Bidder, make changes within the general scope of the Contract in any one or more of the following:

a) Method of shipment or packing; (b) Place of delivery;

b) Quantities / sizing mentioned in the RFP is proposed and may be changed by SBICAP. Bidders are expected to consider +/- 25% of change in the final sizing / BoQ.

4.11.2 If any such change causes an increase or decrease in the cost of, or the time required for the Bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Bidder for adjustment under this clause must be asserted within thirty (30) days from the date of Bidder's receipt of SBICAP's change order.

- 4.12 Contract Amendments: No variation in or modification of the terms of the Contract shall be made, except by written amendment, signed by the parties.
- 4.13 Assignment: The Bidder shall not assign, in whole or in part, its obligations to perform under the Contract, except with SBICAP's prior written consent.
Content of Bidding Document
- 4.14 SBICAP will reserves the complete rights for reduction in the quantity/number of items at its own discretion or release the order in part and full.
- 4.15 Delays in the Bidder's Performance:
- 4.15.1 Delivery of the Products/Solution and performance of Services shall be made by the Bidder within the timelines prescribed.
- 4.16 If at any time during performance of the Contract, the Bidder or its subcontractor(s) should encounter conditions impeding timely delivery of the Products and performance of Services, the Bidder shall promptly notify SBICAP in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Bidder 's notice, SBICAP shall evaluate the situation and may, at its discretion, extend the Bidders' time for performance, with or without liquidated damages, in which case, the extension shall be ratified by the parties by amendment of the Contract.
- 4.17 Except as provided in the above clause, a delay by the Bidder in the performance of its delivery obligations shall render the Bidder liable to the imposition of liquidated damages, unless an extension of time is agreed upon without the application of liquidated damages.
- 4.18 Liquidated Damages : If the Bidder fails to deliver any or all of the Products or perform the Services within the time period(s) specified in the Contract, SBICAP may, without prejudice to its other remedies under the Contract, and unless otherwise extension of time is agreed upon without the application of Liquidated Damages as mentioned in clauses above, deduct from the Contract Price, as liquidated damages, a sum equivalent to half (0.50) percent per week of order value subject to maximum deduction of 5% of the order value, until actual delivery or performance. Once the maximum deduction is reached, SBICAP may consider termination of the Contract or may take any action deemed fit by SBICAP. The bidder shall intimate SBICAP once the capacity of a server hall reaches to 70%, therefore SBICAP can prepare and initiate for balance material requirement for additional server hall.

4.19 TERMINATION FOR DEFAULT

4.19.1 SBICAP, without prejudice to any other remedy for breach of Contract, by a written notice of default sent to the Bidder, may terminate the Contract in whole or in part:

a) If the Bidder fails to deliver any or all of the Products and Services within the period(s) specified in the Contract, or within any extension thereof granted by SBICAP;

Or

b) If the Bidder fails to perform any other obligation(s) under the Contract.

4.19.2 In the event SBICAP terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, Products and Services similar to those undelivered, and the Bidder shall be liable to SBICAP for any excess costs for such similar Products or Services. However, the Bidder shall continue performance of the Contract to the extent not terminated.

4.20 FORCE MAJEURE

4.20.1 Notwithstanding the provisions of Terms and Conditions of Contract (TCC), the Bidder shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

4.20.2 For purposes of this clause, —Force Majeurell means an event beyond the control of the Bidder and not involving the Bidder’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of SBICAP in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

4.20.3 If a Force Majeure situation arises, the Bidder shall promptly notify SBICAP in writing of such condition and the cause thereof. Unless otherwise directed by SBICAP in writing, the 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.

4.21 Termination for Insolvency: SBICAP may, at any time, terminate the Contract by giving written notice to the Bidder if the Bidder becomes Bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to SBICAP.

4.22 Termination for Convenience: SBICAP, by written notice sent to the Bidder, may terminate the Contract, in whole or in part, at any time for its

convenience. The notice of termination shall specify that termination is for SBICAP's convenience, the extent to which performance of the Bidder under the Contract is terminated, and the date upon which such termination becomes effective.

4.23 Resolution of Disputes:

4.23.1 SBICAP and the Bidder shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.

4.23.2 If, SBICAP and the Bidder have been unable to resolve amicably a Contract dispute even after a reasonably long period, either party may require that the dispute be referred for resolution to the formal mechanisms specified herein below. These mechanisms may include, but are not restricted to, conciliation mediated by a third party and/or adjudication in an agreed national forum.

4.23.3 The dispute resolution mechanism to be applied shall be as follows:

- a) In case of Dispute or difference arising between SBICAP and the Bidder relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. Where the value of the Contract is above Rs.1.00 Crore, the arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by the Purchaser and the Bidder. The third Arbitrator shall be chosen by mutual discussion between the Purchaser and the Bidder. Where the value of the contract is Rs.1.00 Crore and below, the disputes or differences arising shall be referred to a Sole Arbitrator who shall be appointed by agreement between the parties.
- b) Arbitration proceedings shall be held at Cuffe Parade, Mumbai, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English;
- c) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc., of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself; and

4.24 Governing Language: The governing language shall be English.

4.25 Applicable Law: The Contract shall be interpreted in accordance with the laws of the Union of India and shall be subject to the exclusive jurisdiction of courts at Mumbai.

4.26 Addresses for Notices

4.26.1 The following shall be the address of SBICAP and Bidder.

SBICAP's address for notice purposes:

**Head – Information Technology
SBI Capital Markets Limited.
202, Maker Tower, Cuffe Parade
Mumbai 400005**

Bidder's address for notice purposes

<To be filled in by the Bidder>

A notice shall be effective when delivered or on effective date of the notice whichever is later.

4.27 Taxes and Duties

4.27.1 Prices quoted should be inclusive of all Central / State Government levies, taxes, excise duty, custom duty, NMMC Cess etc., as also cost of incidental services such as transportation, insurance etc. but exclusive of applicable taxes, which will be reimbursed upon production of original receipts, at actual.

4.27.2 Income / Corporate Taxes in India: The Bidder shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price bid by the Bidder shall include all such taxes in the contract price.

4.27.3 Tax deduction at Source: Wherever the laws and regulations require deduction of such taxes at the source of payment, SBICAP shall effect such deductions from the payment due to the Bidder. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by SBICAP as per the laws and regulations in force. Nothing in the Contract shall relieve the Bidder from his responsibility to pay any tax that may be levied in India on income and profits made by the Bidder in respect of this contract.

4.27.4 The Bidder's staff, personnel and labour will be liable to pay personal income in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Bidder shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

4.28 Bidder's obligations

4.28.1 The Bidder is responsible for and obliged to conduct all contracted activities in accordance with the contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

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- 4.28.2 The Bidder will be responsible for arranging and procuring all relevant permissions / Road Permits etc. for transportation of the equipment to the location where installation is to be done. SBICAP would only provide necessary letters for enabling procurement of the same.
- 4.28.3 The Bidder is obliged to work closely with SBICAP's staff, act within its own authority and abide by directives issued by SBICAP and implementation activities.
- 4.28.4 The Bidder will abide by the job safety measures prevalent in India and will free SBICAP from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Bidder's negligence. The Bidder will pay all indemnities arising from such incidents and will not hold SBICAP responsible or obligated.
- 4.28.5 In case Bidder is sub-contracting any of its services to address the SBICAP requirements, the same should be informed to SBICAP with details and support approach.
- 4.28.6 The Bidder is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanours not adhering to SLA.