

REQUEST FOR PROPOSAL – PROCUREMENT OF INTEL SERVERS and STORAGE

SHCIL Services Limited

(SHCIL)

RFP Reference Number: RFP/ITSVR/2022-23/001

Date: 02.06.2022

REQUEST FOR PROPOSAL – PROCUREMENT OF BRANDED INTEL SERVERS

REQUEST FOR PROPOSAL – PROCUREMENT OF INTEL SERVERS and STORAGE

DISCLAIMER

The information contained in this Request for Proposal (RFP) document or information provided subsequently to bidder(s) or applicants whether verbally or in documentary form by or on behalf of SHCIL Services Limited (SSL), is provided to the bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

This RFP document is not an agreement and is not an offer or invitation by SSL to any parties other than the applicants who are qualified to submit the bids (“bidders”). The purpose of this RFP is to provide the bidder(s) with information to assist the formulation of their 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 in this RFP and where necessary obtain independent advice. SSL makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. SSL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

REQUEST FOR PROPOSAL – PROCUREMENT OF INTEL SERVERS and STORAGE

RFP Document Details

Name of Organisation	SHCIL Services Limited
RFP Reference No.	RFP/ITSVR/2022-23/001
Requirement	Request for Proposal (RFP) For Branded Intel Servers
Tender Fees (Non-refundable)	Tender Fees of Rs. 14,750/- (Tender Fee: Rs. 12,500 + GST@18%: Rs. 2,250) shall be transferred in favor of SHCIL Services Ltd through NEFT on or before e-bid submission date. Upload the scanned receipt in e-tendering portal & an acknowledgment to Email ID: Rajendra.chaudhari@Shcilservices.com & Vinayak.Joil@Shcilservices.com is to be sent before bid submission date. Details of Bank Account for E-Payment is given below
Interest free Earnest Money Deposit (EMD)	Rs. 100,000/- (in Indian Rupees One Lakh only) to be paid to SHCIL Services Limited as Earnest Money Deposit (EMD). The same should be submitted before submission of online bids by way of RTGS/NEFT on/or before 21 st June 2022 17.00 P.M. Bank Account No.: 00600340028869 Bank: HDFC Bank (FORT Branch) IFSC: HDFC0000060
Date of issue of RFP document	30 th May 2022
Pre-bid meeting	08 th June 2022, from 02:30 p.m. to 03:30 p.m. at SHCIL Services Ltd - SHCIL House, Plot No. 51, T.T.C. Industrial Area, M.I.D.C., Mahape Navi Mumbai PIN 400 710
Date of Submission of online technical and commercial (indicative price) bids	From 09 th June 2022 to 23 rd June 2022 between 10:00 a.m. and 17:00 p.m.
E-bidding to be facilitated by	M/s e-Procurement Technologies Ltd.(ETL), Ahmedabad, on behalf of SHCIL Services Ltd
Address for online submission of bids	Bid must be submitted online on https://eauction.auctiontiger.net
Date for online Technical & Indicative Commercial Price bids opening	23 rd June 2022 or onwards
Email Address	Vinayak.joil@shcilservices.com & Rajendra.chaudhari@shcilservices.com
Contact Details of M/s e-Procurement Technologies Ltd.(ETL), Ahmedabad	Call/write us for e-Tender Submission Cell Number: 9904406300 / 9510812960 / 9265562819 / 9265562821 Write to us by e-mail at: support@auctiontiger.net
This bid document is not transferable	

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Submission of Proposal:

The response to this RFP will be submitted by way of two stage bidding process. The technical proposal with the relevant information/documents/acceptance of all terms and conditions as described in this RFP document will be submitted online through M/s e-Procurement Technologies Ltd.(ETL), Ahmedabad, the outsourcing agency approved by SHCIL Services Limited (SSL) for e-bidding on the website (<https://euaction.auctiontiger.net>). The vendor (bidder) will be trained by e-Procurement Technologies Ltd. for this purpose, and they will have to abide by the e-business rules in consultation with e-Procurement Technologies Ltd.

The vendor (bidder) will have to upload the duly signed and scanned RFP submission relevant document(s) as part of technical bid. Technically qualified bidders will subsequently submit commercial bids online. All Annexure Forms will have to be filled and submitted online. The Technical Bid with relative documents must be submitted online.

The vendors (bidders) are requested to note that they cannot make their online submission after the time stipulated above and no extension of time will normally be permitted for submission of bid.

The bidders are requested to note that it is mandatory to have a valid digital certificate issued by any of the valid certifying authority approved by Govt. of India to participate in the online bidding. The bidders are requested to ensure that they have the same, well in advance or if any assistance is required for the purpose, bidders can contact service provider (M/s e-Procurement Technologies Ltd.).

Minimum requirement for e-Bidding:

1. Computer / Laptop (Notebook) with internet connection
2. Operating system - Windows 7 or above
3. Digital certificate - Class II or III, Signing + Encryption.

Invitation for bids

This “Invitation for bids” is for “Procurement of Branded Intel Servers” at SSL’s locations in Mahape (Navi Mumbai).

Due Diligence:

The bidder is expected to examine all instructions, Forms, Terms, Conditions and Specifications in this RFP. Bids shall be deemed to have been made after careful study and examination of this RFP with full understanding of its Implications. The Bid should be precise, complete with all details required as per this RFP document. Failure to furnish all information required by this RFP or submission of Bid not as per RFP requirements will be at the bidder’s risk and may result in rejection of the bid and the decision of SSL in this regard will be final and conclusive and binding.

Cost of Bidding:

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The bidder shall bear all costs associated with the preparation & submission of its bid and SSL will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process

Contents of this RFP Document:

The requirements, bidding procedure, general terms & conditions are prescribed in this RFP document with various sections

- (A) Bids Preparation and Submission Details
- (B) Requirement with Scope of Service and Terms and Conditions
- (C) Format for Technical Bid - Annexure-I
- (D) Format for Indicative Price Bid (Commercial) Bids – Annexure – II (a)
- (E) Format for entering EMD payment details – Annexure – II (b)
- (F) Integrity Pact (Text) – Annexure 3
- (G) Compliance Statement - Annexure 4
- (H) Vendor Details – Annexure 5
- (I) Acceptance Letter – Annexure 6
- (J) Server Specifications – Annexure 7
- (K) Country Border – Annexure 8

Clarifications regarding RFP Document:

- Before bidding, the bidders are requested to carefully examine the RFP Document and the Terms and Conditions specified therein, and if there appears to be any ambiguity, contradictions, gap(s) and/or discrepancy in the RFP Document, they should forthwith refer the matter to SSL for necessary clarifications.
- A bidder requiring any clarification for their queries on this RFP may be obtained via email to Vinayak.Joil@Shcilserivesc.om & Rajendra.Chadudhari@Shcilservices.com
- SSL shall not be responsible for any external agency delays.
- SSL reserves the sole right for carrying out any amendments / modifications / changes in the bidding process including any addendum to this entire RFP
- At any time before the deadline for submission of bids / offers, SSL may, for any reason whatsoever, whether at its own initiative or in response to a clarification requested by bidders, modify this RFP Document.
- All bidders who have received this RFP document shall be notified of the amendment by phone or e-mail, and all such amendment(s) shall be binding on them
- SSL reserves the rights to extend the deadline for the submission of bids, if required. However, no request from the bidders for extending the deadline for submission of bids, shall be binding on SSL.
- SSL reserves the right to amend / cancel / postpone / pre-pone the RFP without assigning any reasons

Validity of offer:

The offer should remain valid for a period of at least 90 days from the date of submission

Eligibility Criteria (Documents to be submitted online along with Technical Bid)

Important Bidder should upload all supporting documents at the time of submitting technical bid, duly signed and stamped on their company's letter head.

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Sl.	Criteria	Documents to be submitted by vendor (bidder) / OEM
1	The vendor (bidder) should have registered office in India. Preferable Mumbai, Thane, and Navi Mumbai	Self-attested copies of Certificate of incorporation / Registration Certificate (if Partnership firm) and Shops & Establishment Certificate
2	The vendor (bidder) should be the OEM or Authorized business partner of the OEM for the quoted brand product(s), accessories, software(s) as proposed bill of material	The vendor (bidder) should provide Manufacturer's Authorization Letter (MAF) for every quoted item
3	The vendor (bidder) should not be blacklisted by any Government Body, PSU, Bank, NGO, Autonomous body and any other entity	Self-declaration by the vendor (bidder) on its Letter Head duly signed by the Authorized Signatory
4	The vendor (bidder) should be in operating profit (profit before tax and interest) in the last three audited financial years.	Letter of vendor's (bidder) letter head mentioning and certifying the operating profit for the last three audited financial years duly certified by the company's Chartered Accountant(s)
5	The vendor (bidder) should have an annual turnover of at least Rs. 25 Crores in the last three audited financial years	Letter of vendor's (bidder) letter head mentioning and certifying the turnover for the last three audited financial years duly certified by the vendor (bidder) company's Chartered Accountant(s)
6	The OEM / Bidder should have at least 5 customers in India in BFSI segment. OEM / Bidder should have minimum 6 years' experience of successful supply, installation and commissioning of servers and Enterprise storage	Self-declaration by the OEM / Bidder on letter head duly signed by the Authorized Signatory mentioning: (a) years of experience (b) names of customers with contact details
7.	The Vendor/OEM should have GST Tax Registration and any other statutory tax registrations such as PAN/TIN etc. that are necessary for business operations in India.	The bidder / vendor will provide GST Tax Registration No. PAN No. Documents (self-attested). In case of GST OEM/ Bidder to provide GST Registration Provisional Certificate.

Compliance Matrix:

The vendor/bidder/OEM should be compliant with all the points mentioned in the compliance matrix table. Any vendor/bidder/OEM not compliant with any point of the compliance matrix will be rejected. SSL's decision will be final and binding on all vendors/bidders/OEMs.

Sr. No.	Required Specifications	Compliance (Yes/No)
1	The OEM should be listed in 2021 or later Gartner Magic Quadrant for Modular Servers, Storage, SAN Switches.	

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2.	Installation and Implementation for the entire Bill of Material will be done by the Bidder / OEM	
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Pre-Bid Meeting:

All interested vendors/bidders/OEMs are requested to participate in the Pre-Bid Meeting (A maximum of two preventatives will be permitted per Organization with company authorization)

(A) Bids Preparation and Submission Details

1. Technical Bid

- a. The vendor (bidder) will submit the Technical Bid online on <https://eauction.auctiontiger.net> and should be as per the format given (Technical Bid for Procurement of Branded Intel Servers and Storage - refer **ANNEXURE-I**)
- b. There should not be any hidden / conditional costs in the bids and in the event of their presence in the bid, the bid is liable to be rejected.
- c. No indications pertaining to price or commercial terms should be made in the Technical Bid submission. If any price indications are made, then the bids will be rejected.
- d. No open ended / conditional bid shall be entertained and are liable for rejection.

2. Indicative Price (Commercial) Bid

- a. The vendor (bidder) will submit Indicative Price (Commercial) Bid online on <https://eauction.auctiontiger.net> as per the format given (Commercial Bid for Procurement of Branded Intel Servers and Storage - refer **ANNEXURE-II**)
- b. The final price (L1) will be decided only on successful conclusion of the Online Reverse Auction.
- c. The date and time of the Online Reverse Auction (RA) will be intimated to the eligible bidders / vendors.

3. Submission of Bids

- a. The required documents for Eligibility Criteria and Technical Bid, Commercial Bid must be submitted (uploaded) online on <https://eauction.auctiontiger.net>. Technical Bid and Commercial Bid should be complete in all respects and contain all information asked for in this RFP document
- b. If Interest free Earnest Money Deposit (EMD) is not submitted by bidder / received by SSL in the form of Electronic Fund Transfer (EFT) prior to the last date of submission of bids as mentioned in this RFP, bidder will not be eligible to participate in this RFP.
- c. EMD will be returned to the bidders after completion of RFP process. Maximum 3 months' time period from the last date of submission of the proposal.
- d. The offer should be valid for a period of at least 90 days from the date of submission of bid
- e. The vendor (bidder) shall fulfill all statutory requirements as prescribed by the law and Government notices. The vendor (bidder) shall be solely responsible for any failure to fulfill the statutory obligations and shall indemnify SSL against all such liabilities, which are likely to arise out of the bidder/agency's failure to fulfill such statutory obligations
- f. The vendor (bidder) shall be solely responsible either for any injury, damage, accident to the workman employed by the vendor (bidder) for any loss or damage to the equipment/property in the areas of work as a result of negligence/carelessness of its deployed resources.
- g. No request for any further extension of the above deadline shall be entertained. Delayed and/or incomplete bid shall not be considered.

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- h. All employees engaged by the vendor (bidder) shall be comprehensively insured for accidents and injuries by the vendor (bidder) at his/her/their cost
- i. The Interest free EMD should be deposited in SSL's bank account on or before 23.06.2022 17.00 P.M.
- j. Bidders are advised to submit their online Technical and Indicative Price bids well before last date of submission.
- k. There may not be any extension(s) to the last date of online submission of Technical and Indicative Price bids. This will be at the sole discretion of SHCIL Services Limited

4. Evaluation of Bids

SSL will evaluate the bid submitted by the bidders under this RFP. It is SSL's discretion to decide at the relevant point of time. The technical bid submitted by the vendor (bidder) will be evaluated / checked against the Eligibility criteria, compliance matrix and compliance to technical specifications mentioned in the RFP. The vendor (bidder) needs to comply with all the criteria mentioned in the RFP. Non-compliance to any of the mentioned criteria would result in outright rejection of the bidder's proposal. The decision of SSL would be final and binding on all the bidders to this document. SSL may accept or reject an offer without assigning any reason what so ever. The bidder is required to comply with the requirement mentioned in the RFP. Non-compliance to this will lead to disqualification of a bidder, which would be at the discretion of SSL.

- a. Please note that all the information desired needs to be provided. Incomplete information may lead to non-consideration of the proposal.
- b. Bid must be accompanied by Earnest Money Deposit details as specified in the Bid document as per Annexure-V. No interest will be payable on EMD amount.
- c. The information provided by the bidders in response to this RFP document will become the property of SSL.
- d. The Bids without Earnest Money Deposit will not be accepted and will be rejected outright.

5. Online Reverse Auction

- a. In case, only one Bidder is technically qualified, no reverse auction will take place.
- b. SSL reserves the right to negotiate price
 - with the lone Bidder or
 - With the L1 Bidder in exceptional circumstances like quote of unrealistic or unjustified prices in Reverse Auction

(B) REQUIREMENT

SHCIL Services Ltd (SSL) intends to procure branded Intel processor base latest servers having features and specifications as mentioned in this RFP (Requirement in detail section). The said requirements are at SSL's Primary site at Mahape (Navi Mumbai) having three years warranty and two years post warranty AMC support for the entire proposed bill of material with back to back OEM support.

Note: SSL reserves the right to alter/amend/reduce/remove the bill of material, features and specifications entirely or partly during the RFP process.

REQUIREMENT IN DETAIL:

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For details specifications and location wise requirement please refer Annexure as mentioned below to this RFP:

B.1 (a) Server Requirement (Type, Configuration, Qty, Location)

“FOR SERVER SPECS – REFER ANNEXURE 7”

Sr. No	Service / Resource Description	Application Name	Description	Qty.
1	Application + WEB Servers	DP Secure	Intel Gold 3.2 GHz Server 8 Core * 2 CPU 256 GB RAM, 2 * 1.2 TB SSD (RAID1), 4x10 G Port and 2x1G Port , Redundant Power Supply, 1 U Rack Server	2
2	Data Base Server		Intel Gold 3.2 Ghz 4 Core * 1 CPU, 64 GB RAM, 2 * 1 TB SSD (RAID1),2x10 G Port and 2x1G Port, 2 * FC Card, Redundant Power Supply, 1 U Rack Server	2
3	Mail Server		Intel Gold 3.2 GHz Server 8 Core * 2 CPU 256 GB RAM, 2 * 600 GB SAS 15K (RAID1), 4x10 G Port and 2x1G Port , 2* FC Card, Redundant Power Supply, 1 U Rack Server	1
4	EKYC APPLICATION 1 (X)	PROD	Intel Gold 3.2 GHz Server 8 Core * 2 CPU, 64 GB RAM, 2 * 1.2 TB SSD (RAID1), 4x10 G Port and 2x1G Port , Redundant Power Supply, 1 U Rack Server, 2* FC Card,	1
5	EKYC APPLICATION 1 Database (X)	PROD	Intel Gold 3.2 GHz Server 8 Core * 2 CPU, 64 GB RAM, 2 * 1.2 TB SSD (RAID1), 4x10 G Port and 2x1G Port , Redundant Power Supply, 1 U Rack Server, 2 * FC Card	1
6	EKYC APPLICATION 1 + DB	BACKUP	Intel Gold 3.2 GHz Server 8 Core * 2 CPU, 64 GB RAM, 2 * 1.2 TB SSD (RAID1), 4x10 G Port and 2x1G Port , Redundant Power Supply, 1 U Rack Server, 2 * FC Card	1
7	SAN STORAGE UNIT	60 TB USABLE	SAN Storage Unit with 60 TB usable Disk Space with Fiber Cable, Channels, with redundant Controller (20 TB SSD and 40 TB SAS 10K) RAID 6 UASBLE	1
8	SAN SWITCH		SAN SWITCH with 24 Ports and Fiber Cables set (16 Ports activated and 8 Ports Activated)	2

B.2 Other Requirements:

- (1) The vendor (bidder) will deliver the entire bill of material with Part No. to SSL location as mentioned in this RFP (SHCIL Services Limited, SHCIL House, Mahape, Navi Mumbai – 400710)
- (2) The unboxing, unpacking, installation, configuration and commissioning of servers along with annual support will be sole responsibility of and provided by the Bidder / OEM under Warranty and AMC periods.
- (3) It is the responsibility of the Bidder / OEM for the Installation and configuration of supplied servers and operating system(s) at respective sites as mentioned in this RFP. The servers supplied should be able to integrate with existing infrastructure of storage, san switches,

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switches and routers, links and without any overhead in terms of additional software, third party tools or added cost.

- (4) Commissioning of the supplied, installed and configured servers will be put to production environment, based on SSL's schedule.
- (5) The proposed / delivered bill of material should integrate with our existing Infrastructure and work seamlessly. Any equipment / consumable / services or any other thing other than the one quoted by the vendor (bidder) required to make the solution work will be provided by OEM and/or OEM partner (vendor (bidder) at no additional cost to SHCIL Services Ltd.
- (6) Full documentation of the above implemented setup for installation, configuration & commissioning should be handed over by the OEM along with installation report
- (7) Warranty support 24x7 4 Hours CTR on-site for the period of Three years on entire bill of material with required SLA / Uptime / Response Time.
- (8) Post warranty 24x7 4 Hours on-site AMC support Back to Back OEM support for the period of two years on the entire bill of material.
- (9) Warranty and Post warranty support include hardware component replacement, patches, fixes, updates, upgrades of firmware, IOs for hardware and software components of entire bill of material during warranty and support / subscription period.
- (10) During Warranty/AMC period, SSL reserves the right to move or shift the location of the servers to any other SSL offices/project locations on intimation to the OEM/successful bidder. Successful bidder/OEM should provide support, installation, commissioning at new locations as specified by SSL during entire warranty and subsequent AMC period.
- (11) Post Warranty support i.e. AMC support Back to Back OEM support will be paid on quarterly basis after quarter ended.

B.3 Software and Licenses:

Bidder must provide all the necessary software & licenses for the supplied bill of materials if any for automated call logging, alert generation, firmware upgrades, log maintenance etc. Vendor (bidder) must provide list of all such software & licenses.

B.4 other requirements:

- (1) Proposed Servers should comply with the Energy STAR specifications.
- (2) Proposed Servers should be compliant with the latest directives of the Restriction of Hazardous Substances (RoHS) standards
- (3) All support including warranty support and AMC (post warranty support), installation, unpacking, mounting, configuration, Operating System commissioning will be provided by OEM directly for the entire bill of material and services quoted by the vendor (bidder).

Terms and Conditions

- (1) Successful bidder will provide following configuration servers to SSL till BOM is not getting commissioned with application installation / configuration with go live process without charging to SSL.

Sr. No.	Application Name	Configuration	Qty.
1	DP Secure WEB & Application Server Windows 2019 Server	Intel Xeon Gold 3.0 Ghz, 8 Core Processor 8 * 2, 16 GB RAM, 960 GB *2 (RAID 1), Dual Power Supply, 1GBPS *2 NIC	2

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		Card	
2	Database Server Supporting to Oracl1 19C Linux	Intel Xeon Gold 3.0 Ghz, 4 Core Processor, 64 GB RAM, 960 GB *2 (RAID 1) SSD, Dual Power Supply, 1 GBPS * 2 NIC Card	2

(2) Payment:

- 40% payment on completion of delivery of bill of material and on submission of invoice and delivery challan for the entire bill of material
- Balance 50% payment on completion of installation and configuration and on submission of installation report.
- Balance 10% payment will be made on submission of performance bank guarantee for 10% of purchase order value from banks other than co-operative bank. The bank guarantee (BG) should be valid for the entire warranty period. The text of Bank Guarantee should be submitted and approved from SSL’s Legal Department prior to execution. Any dispute between the parties shall be submitted to the exclusive Jurisdiction of Courts of Mumbai.
- Post warranty AMC payment will be made on commencement of first quarter of each year on submission of invoice, back-to-back support from respective product OEM for the respective year
- Applicable TDS, Cess will be deducted from the payment(s)
- Applicable penalty / penalties may be recovered from the payment(s)

(3) **Location Details** (contact numbers will be shared to shortlisted bidder):

- (1) SHCIL Services Ltd (Primary Site), SHCIL House, Plot No. P-51, TTC Industrial Area, MIDC, Opposite L&T Infotech, Mahape, Navi Mumbai PIN 400710 Maharashtra

(4) **Delivery:**

6 weeks from the date of purchase order. For those locations where road / entry permit is required, vendor (bidder) has to arrange for road / entry permit at his own cost. It will be the sole responsibility of the vendor (bidder) to submit required form for release of shipment.

(5) **Unboxing/Unpacking, Installation, Configuration/Implementation:**

It will be the sole responsibility of the OEM. The OEM will only install the entire Bill of Material at SSL location(s) as mentioned in this RFP within 4 weeks from date of delivery

(6) **Warranty and Post Warranty AMC Support:**

- (a) Vendor (bidder) will provide 3 years’ on-site comprehensive 24x7 warranty through product OEM on the entire bill of material from the date of successful installation of entire bill of material including operating system(s) with existing setup. The vendor will provide back-to-back warranty, support, subscription confirmation from the respective product OEMs
- (b) Vendor (bidder) will provide post warranty 2-years on-site comprehensive 24x7 support through product OEM.
- (c) **The Warranty & Post Warranty support will cover following Service Level Agreement:**
- 24x7x365 on-site comprehensive warranty and support
 - Response Time: Within 2 hours from the time of reporting the problem
 - Resolution Time: Within 4 hours from the time of reporting the problem
 - 99% average uptime calculated on annual basis
- Uptime= {(Actual Uptime + Excusable Down Time) / Schedule Hours} x 100**

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Actual Uptime means, of the scheduled hours, the aggregate number of hours in any year during which each storage systems & connected device to storage, is actually available for use

- (d) Warranty and AMC agreement with the OEM should be in the name of SSL and routed through any partner at the discretion of SSL

Excusable Downtime means the aggregate number of hours in any month during which each defined and supported server, supported desktop, LAN device, is down during scheduled hours, due to preventive maintenance, scheduled outages, cabling faults, infrastructure problems or any other situation which is not attributable to vendor's failure to exercise due care in performing its responsibilities

Scheduled Hours means the days of the week and the hours per day for which the vendor has committed to an Availability Service Level for a system or network and during which periods such Availability Service Level will apply

(7) Scope of Work:

- (1) Supply of servers at specified locations of SSL.
- (2) The product OEM should ensure support for the entire bill of material at least Five (5) years from the date of purchase
- (3) The vendor (bidder) will deliver the entire bill of material to SSL locations as mentioned in this RFP and as per bill of material as per timelines as per RFP & submitted proposal
- (4) The unboxing, unpacking, installation with operating system(s), configuration, commissioning and annual support will be sole responsibility and provided by the OEM.
- (5) It is the responsibility of the OEM for the Installation and configuration of supplied servers systems at the two sites using existing switches and routers, links, storages and server systems without any overhead in terms of additional software, third party tools or added cost.
- (6) Commissioning of the supplied, installed configured servers and put to production environment, based on SSL's schedule.
- (7) The proposed / delivered bill of material should integrate with our existing Infrastructure and work seamlessly. Any equipment / consumable / services or any other thing other than the one quoted by the vendor (bidder) required to make the solution work will be provided by OEM and/or OEM partner (vendor (bidder) at no additional cost to SHCIL Services Ltd
- (8) Full documentation of the above implemented setup for installation, configuration & integration should be handed over by the OEM along with the submission of Installation report.
- (9) Warranty support 24x7 on-site for the period of Three Years on entire bill of material with required SLA / Uptime / Response Time
- (10) Post warranty 24x7 on-site AMC support for the period of Two years on the entire bill of material
- (11) Warranty and Post warranty support include hardware component replacement and patches, fixes, updates, upgrades of firmware, IOs for hardware and software components of entire bill of material during warranty and support / subscription period.
- (12) Vendor (bidder) hereby indemnify, protect and save SSL against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all the equipment offered by the vendor (bidder). Any publicity by vendor (bidder) in which name of SSL is used should be done only with the explicit permission of SSL.

(8) Taxes & levies:

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- (a) Applicable taxes and levies payable at actual as per prevailing rate of taxes as per Government notification
- (b) In case of tax exemption or lower TDS; vendor (bidder) has to submit letter from Government Authority for tax exemption or lower TDS (to be submitted along with each of the invoice(s))
- (c) Entry tax (if applicable) is payable at actual on submission of original Entry tax receipt in the name of “SHCIL Services Ltd”

(9) **Penalty:**

- (a) Penalty of 1% of purchase cost per week subject to maximum 5% will / may be levied by SHCIL Services Ltd for delay in delivery beyond 8 weeks
Penalty of 1% of purchase order cost per week subject to maximum 5% will / may be levied by SHCIL Services Ltd for delay in installation, configuration, migration and integration with existing setup
- (b) SSL reserves the right to invoke the Bank Guarantee in case of any breach of SLA, problem resolution, implementation commitments.
- (c) However, the penalty may / will be waived off for non-performance due to reasons mentioned in the Force Majeure or because of SHCIL Services Ltd. In such case(s) the vendor (bidder) should notify and produce / bring the relevant communication and proof to SHCIL Services Ltd promptly of any failure to perform or delay in performing due to any of the above reasons for the penalty to be waived off.

(10) **Force Majeure:**

The vendor (bidder) will not be held responsible for breach of executing any obligation or delay in executing any obligations during below given circumstances / conditions:

- (a) War, Riots, Strike, Fire, Flood, Earthquake, Storm, Epidemic breakout, Power failure, Theft etc.
- (b) Any Governmental priorities (Necessary proof for validation viz. Govt. Gazette notifications, Leading Newspaper reports, etc. should be made available)
- (c) Sabotage or omission of SSL

(11) **Dispute Resolution:**

In the event of any dispute arising out of or in connection with this Order, the parties shall use their best endeavor to resolve the same amicably AND if the dispute could not be settled amicably, the matter shall be settled in the court under Mumbai jurisdiction only. The final payment will be released only after the vendor (bidder) complies with above-mentioned clause.

(12) **Annual Support (Post Warranty):**

The vendor (bidder) will provide for two (2) years post warranty support on the entire Bill of Material (products, services and support) with Back to Back OEM support. However, annual support payment will be done on quarterly basis for each year. SSL reserves the right to avail post AMC Support or not. Also, SSL reserves the right to avail post warranty AMC support from successful bidder or directly from OEM or any vendor/bidder/partner as decided by SSL. OEM should ensure that SSL gets support during AMC period (post warranty) irrespective of the vendor /partner involved/chosen.

(13) **Right to alter RFP:**

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(a) SSL reserves the right to alter the RFP terms and conditions at any time and SSL reserves the right to modify, amend, alter and/or cancel the entire RFP at any stage without assigning any reason whatsoever. All bidders/vendors/OEMs must and will accept that SSL's decision in this regard will be final and binding on all vendors (bidders)

(14) No Commitment to accept lowest or any other bid:

SSL shall be under no obligation to accept the lowest or any other offer received in response to this tender (RFP) notice. SSL further reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar credentials of a vendor (bidder). When SSL makes any such rejection, SSL will not be bound to give any reason and/or justification in this regard to the vendor (bidder).

(15) Integrity Pact:

The vendor (bidder) will have to enter in to an Integrity Pact with v. The format (text) for the Integrity Pact is provided as Annexure-3. The successful vendor (bidder) will have to submit a signed and stamped copy of the Integrity Pact by the authorized signatory of the successful vendor (bidder).

(16) Non-Disclosure Agreement (NDA):

The successful vendor (bidder) will sign a Non-Disclosure Agreement (NDA) with SHCIL Services Ltd. The draft text of the NDA will have to be approved by legal department of SHCIL Services Ltd

(17) Indemnify: The vendor (bidder) should hereby indemnify, protect and save SSL against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all the equipment offered by the vendor (bidder). Any publicity by vendor (bidder) in which name of SSL is used should be done only with the explicit permission of SSL.

(18) Repeat Order: SSL reserves the right to place repeat Purchase Orders with successful bidder for any or all of the goods at the agreed unit rate within 12 months from the date of acceptance of the Purchase Order.

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Annexure-I

To be submitted along online with Technical Bid

Table A: Eligibility Criteria

SI.	Criteria	Documents to be submitted by vendor (bidder) / OEM	Complied (Y/N) & document submitted
1	The vendor (bidder) should have registered office in India	Self-attested copies of Certificate of incorporation / Registration Certificate (if Partnership firm) and Shops & Establishment Certificate	
2	The vendor (bidder) should be the OEM or Authorized business partner of the OEM for the quoted brand product(s), accessories, software(s) as proposed bill of material	The vendor (bidder) should provide Manufacturer's Authorization Letter (MAF) for every quoted item	
3	The vendor (bidder) should not be blacklisted by any Government Body. PSU, Bank, NGO, Autonomous body and any other entity	Self-declaration by the vendor (bidder) on its Letter Head duly signed by the Authorized Signatory	
4	The vendor (bidder) should be in operating profit (profit before tax and interest) in the last three audited financial years	Letter of vendor's (bidder) letter head mentioning and certifying the operating profit for the last three audited financial years duly certified by the company's Chartered Accountant(s)	
5	The vendor (bidder) should have an annual turnover of at least Rs. 25 Crores in the last three audited financial years	Letter of vendor's (bidder) letter head mentioning and certifying the turnover for the last three audited financial years duly certified by the vendor (bidder) company's Chartered Accountant(s)	
6	The OEM / Bidder should have at least 5 customers in India in BFSI segment. OEM / Bidder should have minimum 6 years' experience of successful supply, installation and commissioning of servers	Self-declaration by the OEM / Bidder on letter head duly signed by the Authorized Signatory mentioning: (a) years of experience (b) names of customers with contact details	
7.	The Vendor/OEM should have GST Tax Registration and any other	The bidder / vendor will provide GST Tax Registration No. PAN No.	

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	statutory tax registrations such as PAN/TIN etc. that are necessary for business operations in India.	Documents (self-attested). In case of GST OEM/ Bidder to provide GST Registration Provisional Certificate.	
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Table B: Compliance Matrix (The vendor (bidder) will be disqualified in case of any deviation and/or non-compliance in the below mentioned compliance table).

Sr. No.	Required Specifications	Compliance (Yes/No) & document submitted (if any)
1	The OEM should be listed in 2020 or later Gartner Magic Quadrant for Modular Servers	
2	Installation and Implementation for the entire Bill of Material will be done by the Bidder / OEM	

Table C:

The vendor (bidder) will submit (upload) complete Bill of Material for the proposed servers its make, model including part nos. quantity, item description and quantity.

Brand / Model	Type & Part No.	Description	Quantity	Remarks

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Annexure-II (a) Indicative Price Bid Format

Sl.	Requirement	Total Price (Rs.) in INR
1.	Price for entire Bill of Material (as per requirement mentioned in RFP) including three years comprehensive warranty excluding applicable taxes	
2.	Comprehensive AMC Price for the 4 th year (1 st year post warranty) for the entire Bill of Material	
3.	Comprehensive AMC Price for the 5 th year (2 nd year post warranty) for the entire Bill of Material	
	TOTAL (in both figures & words should be provided) (Above indicated prices should be exclusive of taxes & levies)	

Notes:

- (1) Applicable taxes and levies payable at actual as per prevailing rate of taxes and levies as per Government notification. In case of tax exemption or lower TDS; vendor (bidder) has to submit letter from Government Authority for tax exemption or lower TDS (to be submitted along with each of the invoice(s). Entry tax is payable at actual on submission of **original** Octroi / Entry tax receipt in the name of "SHCIL Services Ltd".
- (2) Bidder must take care in filling price information in the Commercial Offer, to ensure that there are no typographical or arithmetic errors. All fields must be filled in correctly. Please note that any Commercial Offer, which is conditional and / or qualified or subjected to suggestions, will also be summarily rejected. This offer shall not contain any deviation in terms & conditions or any specifications, if so such an offer will also be summarily rejected.
- (3) In case of any mismatch in price(s) between figures and in words, the price(s) in words will prevail.
- (4) SSL reserves the right to avail or not avail the annual support (4th and 5th year post warranty AMC) directly from OEM or through vendor (bidder) or any other vendor as decided by SSL. OEM should ensure that SSL gets support during AMC period (post warranty) irrespective of the vendor /partner involved/chosen.
- (5) 4th and 5th year (post warranty) AMC payment will be made annually in the respective year
- (6) The vendor / bidder / OEM **will provide required price breakup of entire bill of material as** and when required by SSL.

(b) Format to upload EMD payment details

Sl.	Vendor Bank Name & branch address	Vendor bank account number	EMD amount paid	UTR No.	Date of Payment (EFT)
1.					

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Annexure-3

(To be executed on plain paper and submitted only by the successful bidder)

(_____ Name of the Department / Office) RFP No. _____
for _____

This pre-bid pre-contract Integrity Pact (Agreement) (hereinafter called the Integrity Pact) (IP) is made on _____ day of the _____, between, on one hand, SHCIL Services Ltd ., a company incorporated under Companies Act, 1956, with its Registered Office at P-51, SHCIL House, TTC Industrial Area, Mahape, Navi Mumbai – 400710 , acting through its authorized officer, (hereinafter called **Principal**), which expression shall mean and include unless the context otherwise requires, his successors in office and assigns) of the First Part **And** M/s. _____

_____ (with complete address and contact details) represented by Shri _____ (i.e. Vendors (bidders) hereinafter called the '**Counter Party**') which expression shall mean and include , unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

AND WHEREAS the PRINCIPAL/Owner values full compliance with all relevant laws of the land, rules, regulations economic use of resources and of fairness/transparency in its relation with Bidder(s) /Contractor(s)/Counter Party(ies).

AND WHEREAS, in order to achieve these goals, the Principal/Owner has appointed Independent External Monitors (IEM) to monitor the Tender (RFP) process and the execution of the Contract for compliance with the principles as laid down in this Agreement.

WHEREAS THE Principal proposes to procure the Goods/services and Counter Party is willing to supply/has promised to supply the goods OR to offer/has offered the services and WHEREAS the Counter Party is a private Company/Public Company/Government Undertaking/ Partnership, constituted in accorded with the relevant law in the matter and the Principal is a Government Company performing its functions as a registered Public Limited Company regulated by Securities Exchange Board of India. **NOW THEREFORE**, To avoid all forms of corruption by following a system that is fair, transparent and free from any influence prejudiced dealings prior to, during and subsequent to the tenor of the contract to be entered into with a view to “- Enabling the PRINCIPAL to obtain the desired goods/services at competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and Enabling the Counter Party to abstain from bribing or indulging in any type of corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the PRINCIPAL will commit to prevent corruption, in any form, by its officials by following transparent procedures. The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

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I. Commitment of the Principal / Buyer

1. The Principal Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender (RFP) or the execution of the contract, procurement or services/goods, demand, take a promise for or accept for self or third person, any material or immaterial benefit which the person not legally entitled to.
 - b) The Principal/Owner will, during the Tender (RFP) Process treat all Bidder(s)/Counter Party(ies) with equity and reason. The Principal / Owner will, in particular, before and during the Tender (RFP) Process, provide to all Bidder(s) / Counter Party (ies) the same information and will not provide to any Bidder(s)/Counter Party (ies) confidential / additional information through which the Bidder(s)/Counter Party (ies) could obtain an advantage in relation to the Tender (RFP) Process or the Contract execution.
 - c) The Principal / Owner shall endeavor to exclude from the Tender (RFP) process any person, whose conduct in the past been of biased nature.
2. If the Principal / Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC) / Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there is a substantive suspicion in this regard, the Principal / Owner / SSL will inform the Chief Vigilance Officer through the Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

II. Commitments of Counter Parties/Bidders

1. The Counter Party commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of bid or during any pre-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following. Counter Party (ies) / Bidders commits himself to observe these principles during participation in the Tender (RFP) Process and during the Contract execution.
2. The Counter Party 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 PRINCIPAL, connected directly or indirectly with the bidding process, or to any person organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
3. The Counter Party further undertakes that it has not given, offered or promised to give directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Principal / SSL or otherwise in procurement the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Principal / SSL for forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Principal / SSL.
4. Bidder / Counter Party shall disclose the name and address of agents and representatives, if any, handling the procurement / service contract.
5. Bidder / Counter Party shall disclose the payments to be made by them to agents / brokers; or any other intermediary if any, in connection with the bid / contract.

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6. The Bidder / Counter Party has to further confirm and declare to the Principal / SSL that the Bidder / Counter Party is the original integrator and has not engaged any other individual or firm or company, whether Indian or foreign to intercede, facilitate or in any way to recommend to Principal / SSL or any of its functionaries whether officially or unofficially to the award of the contract to the Bidder / Counter Party nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
7. The Bidder / Counter Party has to submit a Declaration along with Technical Bid, as given at **Annexure**. If bids are invited through a Consultant a Declaration has to be submitted along with the Technical Bids as given at **Annexure**.
8. The Bidder / Counter Party, either while presenting the bid or during pre- contract negotiation or before signing the contract shall disclose any payments made, is committed to or intends to make to officials of SSL /Principal, or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
9. The Bidder / Counter Party will not collude with other parties interested in the contract to impair the transparency, fairness and progress of bidding process, bid evaluation, contracting and implementation of the Contract.
10. The Bidder / Counter Party shall not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
11. The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Principal / SSL as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder / Counter Party also Undertakes to exercise due and adequate care lest any such information is divulged.
12. The Bidder / Counter Party commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
13. The Bidder / Counter Party shall not instigate or cause to instigate any third person including their competitor(s) of bidding to commit any of the actions mentioned above.
14. If the Bidder / Counter Party or any employee of the Bidder or any person acting on behalf of the Bidder / Counter Party, either directly or indirectly, is a relative of any of the official / employee of Principal / SSL, or alternatively, if any relative of an official / employee of Principal / SSL has financial interest / stake in the Bidder's / Counter Party firm, the same shall be disclosed by the Bidder / Counter Party at the time of filing of tender (RFP).
15. The term 'relative' for this purpose would be as defined in Section 2 Sub Section 77 of the Companies Act, 2013.
16. The Bidder / Counter Party shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employees / officials of the Principal / SSL
17. The Bidder / Counter Party declares that no previous transgression occurred in the last three years immediately before signing of this IP, with any other Company / Firm/ PSU/ Departments in respect of any corrupt practices envisaged hereunder that could justify Bidder / Counter Party exclusion from the Tender (RFP) Process.
18. The Bidder / Counter Party agrees that if it makes incorrect statement on this subject, Bidder / Counter Party can be disqualified from the tender (RFP) process or the contract, if already awarded, can be terminated for such reason.

III. Disqualification from Tender (RFP) Process and exclusion from Future Contracts

1. If the Bidder(s) / Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article II above or in any other form, such as to put his

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reliability or credibility in question, the Principal / SSL is entitled to disqualify the Bidder / Counter Party / Contractor from the Tender (RFP) Process or terminate the Contract, if already executed or exclude the Bidder / Counter Party / Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by Principal / SSL. Such exclusion may be for a period of 1 year to 3 years as per the procedure prescribed in guidelines of the Principal / SSL.

2. The Bidder / Contractor / Counter Party accepts and undertake to respect and uphold the Principal / SSL's absolute right to resort to and impose such exclusion.
3. Apart from the above, the Principal / SSL may take action for banning of business dealings / holiday listing of the Bidder / Counter Party / Contractor as deemed fit by the Principal / Owner / SSL.
4. The Bidder / Contractor / Counter Party can prove that it has resorted / recouped the damage caused and has installed a suitable corruption prevention system, the Principal / Owner/ SSL may at its own discretion, as per laid down organizational procedure, revoke the exclusion prematurely.

IV. Consequences of Breach Without prejudice to any rights that may be available to the Principal / SSL / Owner under Law or the Contract or its established policies and laid down procedure, the Principal / SSL / Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder / Contractor(s) / Counter Party:-

1. Forfeiture of EMD / Security Deposit : If the Principal / SSL / Owner has disqualified the Bidder(s)/Counter Party(ies) from the Tender (RFP) Process prior to the award of the Contract or terminated the Contract or has accrued the right to terminate the Contract according the Article III, the Principal / SSL / Owner apart from exercising any legal rights that may have accrued to the Principal / SSL / Owner, may in its considered opinion forfeit the Earnest Money Deposit / Bid Security amount of the Bidder / Contractor / Counter Party.
2. Criminal Liability: If the Principal / Owner / SSL obtains knowledge of conduct of a Bidder / Counter Party / Contractor, or of an employee of a representative or an associate of a Bidder / Counter Party / Contractor which constitute corruption within the meaning of PC Act, or if the Principal / Owner / SSL has substantive suspicion in this regard, the Principal / SSL / Owner will inform the same to the Chief Vigilance Officer through the Vigilance Officer.

IV. Equal Treatment of all Bidders/Contractors / Subcontractors / Counter Parties

1. The Bidder(s) / Contractor(s) / Counter Party (ies) undertake (s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder / Contractor / Counter-Party shall be responsible for any violation(s) of the principles laid down in this Agreement / Pact by any of its sub-contractors / sub-vendors.
2. The Principal / SSL / Owner will enter into Pacts on identical terms as this one with all Bidders / Counterparties and Contractors.
3. The Principal / SSL / Owner will disqualify Bidders / Counter Parties / Contractors who do not submit, the duly signed Pact, between the Principal / Owner / SSL and the Bidder/Counter Parties, along with the Tender (RFP) or violate its provisions at any stage of the Tender (RFP) process, from the Tender (RFP) process.

VI. Independent External Monitor (IEM)

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1. The Principal / Owner / SSL has appointed competent and credible Independent External Monitor (s) (IEM) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.
2. The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chief Executive Officer and Managing Director, SSL.
3. The Bidder(s)/Contractor(s) / Counter Party(ies) accepts that the IEM has the right to access without restriction, to all Tender (RFP) documentation related papers / files of the Principal / SSL / Owner including that provided by the Contractor(s) / Bidder / Counter Party. The Counter Party / Bidder / Contractor will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his or any of his Sub-Contractor's Tender (RFP) Documentation / papers / files. The IEM is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Sub-Contractors / Counter Party (ies) with confidentiality.
4. In case of tender (RFP)s having value of 5 crore or more, the Principal / SSL / Owner will provide the IEM sufficient information about all the meetings among the parties related to the Contract/Tender (RFP) and shall keep the IEM apprised of all the developments in the Tender (RFP) Process.
5. As soon the IEM notices, or believes to notice, a violation of this Pact, he will so inform the Management of the Principal / Owner /SSL and request the Management to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit non-binding recommendations. Beyond this, the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The IEM will submit a written report to the CEO&MD, SSL. Within 6 to 8 weeks from the date of reference or intimation to him by the Principal / Owner / SSL and should the occasion arise, submit proposals for correcting problematic situations.
7. If the IEM has reported to the CEO&MD, SSL Ltd. a substantiated suspicion of an offence under the relevant IPC/PC Act, and the CEO&MD, SSL has not within reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the IEM may also transmit the information directly to the Central Vigilance Officer.
8. The word 'IEM' would include both singular and plural.

VII. Duration of the Integrity Pact (IP)

This IP begins when both the parties have legally signed it. It expires for the Counter Party / Contractor / Bidder, 12 months after the completion of work under the Contract, or till continuation of defect liability period, whichever is more and for all other Bidders, till the Contract has been awarded. If any claim is made / lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Integrity Pact as specified above, unless it is discharged / determined by the CEO&MD SSL

VIII. Other Provisions

1. This IP is subject to Indian Law, place of performance and jurisdiction is the Head Office / Regional Offices of the SSL /Principal / Owner who has floated the Tender (RFP).
2. Changes and supplements in any Procurement / Services Contract / Tender (RFP) need to be made in writing. Change and supplement in IP need to be made in writing.
3. If the Contractor is a partnership or a consortium, this IP must be signed by all the partners and consortium members. In case of a Company, the IP must be signed by a representative duly authorized by Board resolution.

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- 4. Should one or several provisions of this IP turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5. Any dispute or difference arising between the parties with regard to the terms of this Agreement / Pact, any action taken by the Principal / Owner / SSL in accordance with this Agreement / Pact or interpretation thereof shall not be subject to arbitration.

IX. Legal and Prior Rights

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and / or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agrees that this Pact will have precedence over the Tender (RFP) / Contract documents with regard to any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact (IP) at the place and date first above mentioned in the presence of the following witnesses:-

(For and on behalf of Principal / Owner / SSL

(For and on behalf of Bidder / Counter Party / Contractor)

WITNESSES:

- 1. _____ (Signature, name and address)
- 2. _____ (Signature, name and address)

Note: In case of Purchase Orders wherein formal agreements are not signed references to witnesses may be deleted from the past part of the Agreement.

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Covering Letter on SSL’s Letterhead (Annexure-I of Integrity Pact)

Ref: RFP/ITSVR/2022-23/001 Dated: 02/06/2022

To,

Sub: RFP No. <No> Dated <Dated> for Procurement of Branded Intel Servers at two locations.

Dear Sir,

DECLARATION

SHCIL Services Ltd (SSL) hereby declares that SSL has adopted Integrity Pact (IP) Program as advised by Central Vigilance Commission vide its Letter No. ----- Dated ----- and stands committed to following the principles of transparency, equity and competitiveness in public procurement. The subject Notice Inviting Tender (RFP) (NIT) is an invitation to offer made on the condition that the Bidder will sign the Integrity Agreement, which is an integral part of tender (RFP) documents, failing which the tender (RFP)er / bidder will stand disqualified from the tender (RFP)ing process and the bid of the bidder would be summarily rejected. This Declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the SSL

Yours faithfully,

For and on behalf of SSL Corporation of India Limited
(Authorized Signatory)

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Annexure-4 Compliance Statement (To be submitted along with technical bid)

Subject: Procurement of Branded Intel Servers at Mahape and Bangalore locations

Ref: RFP/ITSVR/2022-23/001 Date: 02.06.2022

DECLARATION

We understand that any deviations mentioned elsewhere in the bid will not be considered and evaluated by SSL. We also agree that the SSL reserves its right to reject the bid, if the bid is not submitted in proper format as per subject RFP.

Sr. No.	Item / Clause of the RFP	Compliance (Yes / No)
1	Objective of the RFP	
2	Scope of Work	
3	Eligibility Criteria	
4	Service Level Agreement (SLA)	
5	Non-Disclosure Agreement	
6	Payment Terms	
7	Bid Validity	
8	Right to alter RFP	
9	No Commitment to Accept Lowest or Any Tender (RFP)	
10	Governing Law and Disputes	
11	Force Majeure	
12	Compliance Requirements	
13	Resolution of Disputes	
14	Integrity Pact	
15	Ownership and Retention of Documents	
16	All General & Other Terms & Conditions in the RFP	
17	Requirement	
18	Bid Formats (Technical & Indicative Price Bid)	
19	Annexures in the RFP	
20	Pre-Bid Meeting	

Date:

Signature with seal

Name & Designation:

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Annexure-5

Details of the vendor (bidder) profile

(To be submitted along with Technical Bid on Bidder's Company Letter Head)

Details filled in this form must be accompanied by sufficient documentary evidence, in order to verify the correctness of the information.

Vendor (bidder) Profile

SN	Parameters	Details furnished by the bidder	Details of proof submitted
1.	Name of the firm/Company		
2.	Year of establishment		
3.	Company PAN No.		
4.	Company GSTIN Nos. (please mentioned for all applicable states)		
5.	Company Bank Account details		
6.	Names of the Partners/Directors		
	Addresses		
	Head Office		
7.	Contact person		
	a) Name		
	b) Telephone number		
	c) E-mail Address		

Place:

Date:

Signature of authorized official, designation and stamp

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Annexure-6 (To be submitted along with Technical Bid)

To,
SHCIL Services Ltd
Plot No. P-51, T.T.C. Industrial Area
M.I.D.C., Mahape, Kalyan-Shil Road
Navi Mumbai PIN 400710

Dear Sir,
Sub: RFP Reference No. RFP/ITSVR/2022-23/001 dated 02nd June 2022

With reference to the above RFP, having examined and understood the instructions, annexures, terms and conditions forming part of the RFP.

We further confirm that the offer is in conformity with the terms and conditions as mentioned in the RFP. We also confirm that the offer shall remain valid for 90 days from the date of the offer. We also confirm that we also comply terms and conditions.

We also understand and accept that SSL can modify, amend, alter and/or cancel the entire RFP at any stage without assigning any reason whatsoever. We further understand and accept that SSL's decision in this regard will be final and binding on us.

We also accept that the SSL's decision(s) with reference to this RFP pertaining to evaluation process of bidder responses will be final and binding on us. We also understand and accept that no queries will be entertained in this regard by SSL.

SSL is not bound to accept the lowest or any bid received by SSL, and it may reject all or any bid. If our bid is accepted, we are responsible for the due performance of the contract.

Authorized Signatories
(Name & Designation, seal of the firm)

Date:
Place:

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Annexure-7 (SERVER & STORAGE SPECIFICATION)

Sr. No	Service / Resource Description	Application Name	Description	Qty.
1	Application + WEB Servers	DP Secure	Intel Gold 3.2 GHz Server 8 Core * 2 CPU 256 GB RAM, 2 * 1.2 TB SSD (RAID1), 2x10 G Port and 2x1G Port , Redundant Power Supply, 1 U Rack Server	2
2	Data Base Server		Intel Gold 3.2 Ghz 4 Core * 1 CPU, 64 GB RAM, 2 * 1.2 TB SSD (RAID1),2x10 G Port and 2x1G Port, 2 * FC Card, Redundant Power Supply, 1 U Rack Server	2
3	Mail Server		Intel Gold 3.2 GHz Server 8 Core * 2 CPU 256 GB RAM, 2 * 600 GB SAS 15K (RAID1), 4x10 G Port and 2x1G Port , 2* FC Card, Redundant Power Supply, 1 U Rack Server	1
4	EKYC APPLICATION 1 (X)	PROD	Intel Gold 3.2 GHz Server 8 Core * 2 CPU, 64 GB RAM, 2 * 1.2 TB SSD (RAID1), 4x10 G Port and 2x1G Port , Redundant Power Supply, 1 U Rack Server	1
5	EKYC APPLICATION 1 Database (X)	PROD	Intel Gold 3.2 GHz Server 8 Core * 2 CPU, 64 GB RAM, 2 * 1.2 TB SSD (RAID1), 4x10 G Port and 2x1G Port , Redundant Power Supply, 1 U Rack Server, 2 * FC Card	1
6	EKYC APPLICATION 1 + DB	BACKUP	Intel Gold 3.2 GHz Server 8 Core * 2 CPU, 64 GB RAM, 2 * 1.2 TB SSD (RAID1), 4x10 G Port and 2x1G Port , Redundant Power Supply, 1 U Rack Server, 2 * FC Card	1
7	SAN STORAGE UNIT	60 TB USABLE	SAN Storage Unit with 60 TB usable Disk Space with Fiber Cable, Channels, with redundant Controller (20 TB SSD and 40 TB SAS 10K) RAID 6 Total 60 TB UASBLE	1
8	SAN SWITCH		SAN SWITCH with 24 Ports and Fiber Cables set (16 Ports activated and 8 Ports Activated)	2

Note:

1. Servers should have minimum 2*1Gbps Ethernet ports (RJ 45) for management.
2. Appropriate lifetime licenses for the servers with base licenses and licenses for monitoring, management etc
3. Bidder / OEM have to exclude License of Oracle, MS SQL DBs and Windows server Licenses.
4. 3 Years OEM Back to back support required 24*7 4 hours resolution time for hardware.

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Annexure-8

1 Restriction on Procurement due to National Security

Government of India order F. No. 7/86/2020/BOA-I dated 07.08.2020 and No.F.18/37/2020 dated 08.02.2021 on restrictions on procurements from bidders from a country or countries, on grounds of defense in India, or matters directly or indirectly, related thereto, including national security is applicable for this RFP.

1.1 Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

1.2 "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

1.3 "Bidder from a country which shares a land border with India" for the purpose of this Order means: -

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

1.4 The beneficial owner for the purpose of (16.17.3) above will be as under:

(i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

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(ii) In case of a partnership firm, the beneficial owner is the natural person(s). who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

(iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

(iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

(v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

(vi) An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

1.5 The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

1.6 A bidder is permitted to procure raw material, components, sub-assemblies etc. from the vendors from countries which shares a land border with India. Such vendors will not be required to be registered with the Competent Authority, as it is not regarded as “sub-contracting”.

1.7 However, in case a bidder has proposed to supply finished goods procured directly/indirectly from the vendors from the countries sharing land border with India, such vendor will be required to be registered with the Competent Authority.

OEMs’ to submit the BIS Certificates for the hardware that is being positioned in the solution