

**REQUEST FOR PROPOSAL FOR
SUPPLY & INSTALLATION OF UPS APC SYMMETRA 250 PX BATTERIES
FOR SBI LIFE INSURANCE COMPANY**



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1. REQUEST FOR PROPOSAL

This Request for Proposal (RFP) is being issued by SBI Life Insurance Co Ltd (hereinafter referred to as SBIL) inviting proposals (technical and commercial) supply & installation of APC Symmetra 250 PX batteries. This Project will comprise of delivery, testing, integration, configuration as mentioned in the Scope.

The time schedule for various activities is listed below:

Activity	Expected date
Publishing RFP on Company Website	14 th December 2018
Query from Service Providers acceptable up to	19 th December 2018
Response to Queries by email	20 th December 2018
Submission of Commercial proposal	24 th December 2018

Responses submitted after the stipulated date and time will not be entertained.

2. INTRODUCTION

SBI Life Insurance Company Limited (“SBI Life”/ “the Company”), established in 2001, is a joint venture between State Bank of India and BNP Paribas Cardif S.A. and is one of the leading life Insurance companies in India. SBI Life has an authorized capital of Rs. 20.0 billion and a paid up capital of Rs. 10.0 billion.

SBI Life offers a comprehensive range of life insurance and pension products at competitive prices, ensuring high standards of customer service and world class operating efficiency. The Company offers individual and group products which include savings and protection plans to address the insurance needs of diverse customer segments.

SBI Life has a multi-channel distribution network comprising of an expansive Bancassurance channel with SBI, which has an unrivalled strength of over 22,000 branches across the country. SBI Life also has a large and productive agent network comprising of 112,119 agents, as on June 30, 2018. The Company’s other distribution channels include direct sales and sales through corporate agents, brokers, insurance marketing firms and other intermediaries. As on June 30, 2018, the Company has a widespread network of 837 offices across the Country to address customer needs effectively and efficiently. The Company had an AUM of Rs. 1,202.8 billion as of June 30, 2018.

The Company is listed on National Stock Exchange (“NSE”) and The Bombay Stock Exchange (“BSE”).

For more details, please visit: <https://www.sbilife.co.in/>

SBIL solicits offer from reputed Vendors with requisite expertise & experience for supply and installation of 180 batteries (SYBTU2-PLP) of APC Symmetra PX 250 KW in this Request for Proposals (RFP).

This RFP is not an offer by SBIL, but an invitation for Bidder responses. No contractual obligation on behalf of SBIL, whatsoever, shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officers of SBIL and the Bidder.

SBIL reserves the right to amend, modify, add, delete, accept or cancel in part or full any conditions or specification of all proposals/ bids, without assigning any reason thereof at any time during the tender process. Each party shall be entirely responsible for its own costs and expenses that are incurred while participating in the RFP, subsequent presentations and contract negotiation processes.

3. Eligibility Criteria

Each Bidder must bid for all the components defined in the scope of work. Partial bids will be rejected.

Bid should be submitted by one single entity / organization. Bidder will not be permitted to submit the bid in a consortium with any service provider/ supplier. Bids submitted by consortium will be rejected without assigning any reasons thereof.

Eligibility Criteria

The vendors on the qualification, the RFP is being issued to those vendors who compiled the following points:

S/N	Qualifying Criteria for bidders	Supporting Documents to be provided
1	The Bidder should be authorised dealer and have adequate experience, expertise, capabilities, certifications and skilled personnel to supply and install the APC Symmetra UPS batteries.	OEMs authorisation Letter/Certification. Self certification by authorized signatory with relevant documents in its support.
2	The bidder should be a Limited company registered under the Companies Act, 1956. The company/firm should be in existence for more than 5 years.	Certificate of incorporation
3	Power of Attorney / Authorization Letter is to be submitted in-favour of the person, who is signing and submitting the RFP on behalf of the bidder.	Power of Attorney / Authorization Letter
4	Bidder should submit self certifications with undertaking that the make and model of supplied batteries will not going out of sell for next 5 years.	• Undertaking of Bidder
5	The bidder should have an office in Mumbai.	Relevant Documents or Undertaking signed by the Authorized Signatory

4. SCOPE OF WORK & BILL OF MATERIAL/QUANTITY

Under this service, SBIL expects the bidder to provide a Solution document for the Scope of work defined for Supply of new batteries, removal of existing batteries and installation of supplied new batteries. SBIL will hold the bidder responsible for the performance of the supplied batteries and conformance with statutory requirements and government regulations for the work undertaken by them.

- a. Removal of existing batteries, Supply, Installation, Testing & Commissioning of the batteries at SBI Life CBD Belapur.
- b. UPS Details -Model- APC Symmetra PX 250 KW with power capacity of 125 KVA.
UPS 1: APC SYMMETRA PX 250 Sr no QD1315120401
UPS 2: APC SYMMETRA PX 250 Sr no QD1315120403

c. Bill of Material of Batteries to be supplied :

For UPS 1: 90 quantities of SYBTU2-PLP batteries.
For UPS 2: 90 quantities of SYBTU2-PLP batteries.

- d. Battery to be observed for 48 Hours after battery replacement for performance and provide replacement incase of failure modules immediately. Installation to be done by trained and skilled resourced of APC/Schneider.
- e. Trained & Experience Engineer to attend the call during any battery issue till warranty period.
- f. Response time will be 4 Hours from call logging & 24*7 support during any eventuality
- g. Resolution (replacement) of batteries should be Less than 96 Hours.
- h. Supplier to give Call log number for tracking of the call/complain.
- i. Supplier to be Single window support for battery, and provide support from UPS OEM as and when required.
- j. Buyback of the old batteries.

5. TERMS AND CONDITIONS FOR THE PROPOSAL

5.1 Instructions for Sealing and marking the Commercial Bids

Response should be wrapped, sealed separately in two different envelopes and clearly marked, respectively as follows "Eligibility Document for supply of APCSymmetra batteries of SBILife" and "Commercial Proposal for APC Symmetra batteries of SBI Life". SBI Life will not be responsible for inadvertent opening of response not clearly labeled. The commercial bid should be strictly submitted on company letter head signed and stamped in the format as defined in **Annexure -2**

5.2 BID Submission

Bidders are not permitted to submit more than one bid. The Bidder has to offer the best price available with him. The cost of bidding and submission of the bids is entirely the responsibility of the BIDDERS, regardless of the conduct or outcome of the tendering process.

Sealed Bids should be delivered as per schedule only. Bids may be sent by registered post or hand delivered so as to be received at the following address:

SVP & Head – IT Infrastructure
SBI Life Insurance Co Ltd,
1st Floor, Kapas Bhavan, Plot 3A, Sector 10,
CBD Belapur - 400614
Navi Mumbai

Receipt of the bids shall be closed at 4:00 p.m. on the date mentioned above. Bids received after the time stipulated shall not be considered by SBIL. SBIL will not be responsible for any delay due to postal / courier or any other means of delivery.

5.3 Clarification relating to the RFP

Requests for clarification may be submitted to SBIL by e-mail to mufazzal.riyaz@sbilife.co.in, on or before the last date of such queries as mentioned in Section 1. The response to all the clarifications will be provided by email to all vendors simultaneously.

Bidders must acquaint themselves fully with the conditions of the tender. No plea of insufficient information will be entertained at any time.

To assist in the scrutiny, evaluation and comparison of offers, SBIL may, at its discretion, ask some or all Bidders for clarification of their offer.

5.4 Amendments to the Bid Document

Amendments to the Bid Documents may be issued by SBIL at anytime during the tendering process. Amendments to Bid Documents so made shall be deemed to form an integral part of the Bid Documents.

5.5 Format and Signing of the Bid

The original and all copies of bid shall be typed or printed in a clear typeface. An accompanying letter is required, signed by an authorized signatory of the Bidder, committing the Bidder to the contents of the original response.

5.6 Documents comprising the BID

Bidders need to submit the documents for Commercial Bid as detailed in the sections respectively.

5.7 Language of BID

All bids and supporting documentation shall be submitted in English.

5.8 Period of Validity

The Bids shall be valid for a period of 90 days from the closing date for submission of the bid.

All the prices, technical specifications and other terms and conditions of the offer proposed by the Bidder should be valid for a minimum period of 90 days.

5.9 Correction of Errors

Arithmetic errors in bids will be treated as follows:

Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern; and

Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate will govern unless, in the opinion of SBIL, there is obviously a gross error such as a misplacement of a decimal point, in which case the line item total will govern.

Where there is a discrepancy between the amount mentioned in the bid and the line item total present in the Bill of Material, the amount obtained on totaling the line items in the Bill of Materials will govern.

The amount stated in the tender form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall tender price to rise, in which case the bid price shall govern.

5.10 BID Evaluation

The Technical Bids will be evaluated as per terms against each clause of the Scope of Work. The following aspects may be considered for evaluating the technical bids

- Company profile,
- Management capabilities of bidder
- Bidder support facilities
- Past experience of the SBIL with the Bidder
- Reputation of the company,
- Delivery schedule,
- Compliance with technical specifications.
- Acceptance of terms and conditions laid down

For quick processing of RFP process, SBI Life intend to carry out process as under,

1. Commercial comparison will be done for entire solution and SBI Life will not compare individual items. It is a turnkey rollout for requirement as defined in Scope of work and Functional requirement.
2. It is commercial bids the lowest commercial bid vendor will be selected for the supply and installation of the batteries.
3. Final Selection of bidders will be done based on lowest commercial bid. It is Mandatory to sign and acknowledge RFP Document as acceptance on company letter head.

5.11 Duration and Condition of Engagement

SBIL will engage and appoint the selected vendor for the project as detailed in the Scope of Work of RFP for the Objective and Description of the Project as detailed in this RFP in consideration of remuneration payable by SBIL to the vendor.

6. Terms and Conditions

IMPORTANT POINTS TO BE NOTED PRIOR TO SUBMISSION OF DOCUMENT:

- 1) All batteries should be covered with 1 Years Comprehensive Onsite Warranty and Support. The replacement of the faulty batteries within the warranty period should happen within a period of 96 hours.
- 2) SBI Life may increase or decrease the quantity of any line item based on the need of the hour and availability of items with SBI Life.
- 3) The quotation given by the Bidder will be exclusive of all taxes, as applicable, at the date of signing the Agreement and subject to deduction of all statutory deductions applicable, if any. The benefits realized by Bidder due to lower rates of taxes, duties, charges and levies shall be passed on by the Bidder to SBIL
- 4) The prices quoted by the Bidder shall be in Indian Rupees, firm and not subject to any price escalation, if the order is placed within the validity period.
- 5) Payment can be initiated on Successful delivery and installation of the batteries as mentioned as per payment milestone.
- 6) The bidder shall ensure that appropriate controls are put in place to prevent transferring or making copies of SBIL data onto any other medium in any format.
- 7) Payment can be initiated on Successful installation of the batteries with warranty documents mentioned in scope of work sections and as per following Payment Milestones:

Item	Description
Batteries and Implementation Charges	100 % post successful installation of the batteries as per Point 4 Scope of Work defined in the document.

7. Right to Verification

SBIL reserves the right to verify any or all statements made by the Bidder in the tender document and to inspect the Bidder's facility, if necessary, to establish to its satisfaction about the Bidder's capacity to perform the job .

8. Domestic Presence of Bidders

The Bidders should have a presence in Mumbai during the entire period of contract.

9. Complete Proposals

The Bidder's proposal is subject to evaluation process. Therefore, it is important that the Bidders carefully prepares the proposal and answers the questionnaire completely. The quality of the Bidder's proposal will be viewed as an indicator of the Bidder's capability to provide the solution and Bidder's interest in the project.

The Bidder is required to respond to the RFP only in the prescribed format. Under no circumstances, the format can be changed, altered and modified. All pages in the bid should be authenticated by a duly authorized signatory of the bidder under seal.

9.1 Cost Break up

The Bidder will provide a detailed price break-up of all items as called for.

9.2 Acceptance or Rejection of the Bid

SBIL reserves the right not to accept any bid, or to accept or reject a particular bid at its sole discretion without assigning any reason whatsoever and the decision of SBIL will be final and binding.

The tenders not submitted in the prescribed format or incomplete in any manner are likely to be rejected.

9.3 Bidder Indication of Authorization to Bid

Responses submitted by a Bidder to this RFP represent a firm offer to contract on the terms and conditions described in the Bidder's response. The proposal must be signed by an official authorized to commit the Bidder to the terms and conditions of the proposal. The signatory should have the authority to sign the above bid documents on behalf of the bidder.

9.4 Award of Contract

The acceptance of a Bid will be communicated in writing at the address furnished by the Bidder in the tender response. Any change of address of the Bidder, should therefore be promptly notified to SBIL.

10. RFP Ownership

The RFP and all supporting documentation / templates are the sole property of SBIL and violation of this will be a breach of trust and SBIL would be free to initiate any action deemed appropriate.

11. Proposal Ownership

The proposal and all supporting documentation submitted by the Bidder shall become the property of SBIL.

12. Service Level Agreement (SLA) Guidelines

SBIL will avail services under an agreed SLA with the Bidders. Replacement of faulty batteries within 96 hours. Delay of every 24 hours there off will entail a penalty of Rs 5000.

13. Time lines for completion and penalty

Completion of the supply and installation of the project within 14 weeks of the issuance of the PO. Penalty of Rs 10,000/- for delay of every week.

14. Performance bank guarantee

- 14.1 The Bidder shall provide to SBIL a performance bank guarantee within 15 days from the date of issuance of PO, the amount of the performance bank guarantee shall be 5% of the PO Value.
- 14.2 If and as long as the Contractor fails to provide a performance bank guarantee in accordance with the PO deliverables and Support, SBIL shall, without prejudice to other rights or remedies under the Contract or under the applicable law, be entitled to retain the agreed amount of the performance bank guarantee from payments due to the Contractor.
- 14.3 SBIL shall return the Performance Bank Guarantee which should be valid for 1 years from (i) the Acceptance Upon completion of the warranty period (ii) SBIL's subsequent receipt of the Contractor's request for the returning of the Performance bank guarantee or the payment of the retention, unless by that time SBIL has called the performance bank guarantee or notified the Contractor of a claim for which SBIL intends to use the retention.
- 14.4 PBG should be drawn from bank other than SBI.

15. Bidder Status

Each Bidder must indicate whether or not they have any actual or potential conflict of interest related to contracting services with SBIL.

16. Confidentiality

This document contains information confidential and proprietary to SBIL. Additionally, the Bidder will be exposed by virtue of the contracted activities to internal business information of SBIL, the Associates, Subsidiaries and/or business partners. Disclosure of receipt of this RFP or any part of the aforementioned information to parties not directly involved in providing the services requested could be treated as breach of trust and SBIL would be free to initiate any action deemed appropriate.

No news release, public announcement, or any other reference to this RFP or any program there under shall be made without written consent from SBIL. Reproduction of this RFP, without prior written consent of SBIL, by photographic, electronic, or other means is strictly prohibited.

17. Non-Disclosure Agreement

The Bidder shall treat all documents, information, data and communication of and with Purchaser as privileged and confidential and shall be bound by the terms and conditions of the Non-Disclosure Agreement, draft of which is given in **Annexure-1** The Bidder shall execute and submit this Non-Disclosure Agreement within 30 days of release of PO on a Stamp paper of Rs 500.

18. Indemnification

The Bidder shall, at its own cost and expenses, defend and indemnify SBIL against all third-party claims including those of the infringement of Intellectual Property Rights, including patent, trademark, copyright, trade secret or industrial design rights, arising from use of the Products or any part thereof in India.

The Bidder shall expeditiously meet any such claims and shall have full rights to defend itself there from. If SBIL is required to pay compensation to a third party resulting from such infringement, the Bidder shall be fully responsible therefore, including all expenses and court and legal fees.

The Bidder shall also be liable to indemnify SBIL, at its own cost and expenses, against all losses/damages, which SBIL may suffer on account of violation by the Bidder of any or all national/international trade laws, norms, standards, procedures etc.

The Bidder should furnish a photocopy of the Agreement with their Principals in respect of hardware and software products offered. Further, the Vendor shall indemnify SBIL and keep indemnified against any loss or damage that SBIL may sustain on account of any violation of patents, trademark etc., by the Vendor in respect of hardware, hardware components, system software, etc. supplied.

19. Arbitration

All disputes and differences of any kind, whatsoever shall be referred by either party (SBIL or the Bidder), after issuance of 30 days notice in writing to the other, clearly mentioning the nature of the dispute / differences, to a single arbitrator, acceptable to both the parties, for initiation of arbitration proceedings and settlement of the dispute/s and difference/ strictly under the terms and conditions of this contract, executed between SBIL and the Bidder. The arbitration shall be governed by the provisions of the applicable Indian Laws. The award shall be final and binding on both the parties. The venue for arbitration shall be at Mumbai, India.

=====**End of Document**=====