

SBICAP Securities Limited

**MARATHON FUTUREX,A & B WING ,12TH FLOOR,N M
JOSHI MARG, LOWER PAREL, MUMBAI – 400 013.**

INVITATION OF TENDERS FOR SALES AND DISTRIBUTION APPLICATION

SSL/IT/2018-19/RFP 003

20th August 2018

ACTIVITY SCHEDULE		
Sr No	Activity	Details
1.	Publication Date	20 August 2018
2.	Address for Receipt/submission of Bid document	VP - IT – sbicap securities. Marathon futurex, 12 th floor, A wing, Lower Parel, Mumbai – 400 013.
3.	Bid Submission	Bids should be submitted in two different envelopes.
a.	Envelop - I	Technical Bid For Procurement of sales and distribution Software as stipulated in the RFP (Refer to Point No. 8)
b.	Envelop - II	Commercial Bid For Procurement of Sales and Distribution Software. As stipulated in the RFP (Refer to Point No. 8)
4.	Pre-Bid Meeting	27th August 2018
5.	Last Date & Time for submission	31st August 2018 : 1700 HRS
6.	Technical Bid Opening Date, Time & Venue	1st September 2018 (Time will be announced later)
7.	Commercial Bid Opening Date, Time & Venue.	Will be announced later.
8.	Contact Details	1) Mr. Shrikrishna Kadam, 2) Mr. Dilip Pandey 3) Mr. Ramachandra Panigrahi
9.	Email ID	rfp@sbicapsec.com
**The schedule is subject to change. Notice in writing of any changes will be provided whenever feasible.		

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1. Introduction

SBICAP Securities Ltd. (SSL) is a 100% subsidiary of SBI Capital Markets Ltd. which is one of the oldest players in the Indian Capital Market and has a dominant position in the Indian primary capital markets. SBI Capital Markets Ltd. commenced broking activities in March 2001 to fulfill the secondary market needs of Financial Institutions, FIIs, Mutual Funds, Corporate, High Net worth Individuals, Non-resident Investors and Domestic Retail investors.

SSL commenced its stock broking operations as a separate Company in the year 2006. The Company is today, a reputed player in the market and has plans to grow its market share to reach the position of one of the largest players in its business.

SSL is registered with the Securities Exchange Board of India for its various services, a summary of which is as under:

SBICAP Securities Ltd. hereafter called SSL and Request for Proposal hereafter call RFP.

2. Objective

We aim at a leadership position in the broking business in terms of volume and number of accounts. We also aim to become a global player by offering a large variety of financial instruments, as well as comprehensive money/wealth management services across all geographies and economic strata.

3. Scope of work

3.1. Eligibility Criteria

Bidders meeting the criteria (Annexure - II) 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 has to submit the details of eligibility criteria as per Annexure – II

3.2. Business Requirements

Refer Annexure I

3.3. Technical Requirements

1. The Web client API should compatible with most existing browsers including Microsoft IE ,Firefox , Safari, Google Chrome, opera, I phone / I pad browser, Nokia browsers, android browsers etc.
2. The API should be available for including Java SE, HTML5, I phone, Java ME, .NET.
3. Application should installable on and support any virtual hardware setup (hyper converged infrastructure)
4. Application should comply with all information security guidelines of sbicap securities and SBI Group.
5. Application should support all latest as well as 5 years old version of operating system.
6. All required data from existing backoffice system should be restored in new application.
7. Application should be installed at DR and data between DC and DR should be in sync for business continuity. Application should support.

8. Application should pass through Application security guidelines by SSL Information security department before installation and subsequently whenever security scanning is conducted by SSL. The observation has to be closed in stipulated time line.
9. Open and documented protocol allowing for integration in to any proprietary application

3.4. Support For Future Products

- Application should support integration with Single Sign On , LDAP, CRMNEXT, Front Office Trading System

3.5. Expected Number Of Users and Volume . 600

3.6. Expected Clients

	PRESENT	YEAR 1	YEAR 2	YEAR 3
Total Number of Trading Clients	16,00,000	18,25,000	21,00,000	23,50,0000
Total No of Active Clients	350000	500000	750000	1000000
Total No of Back Office Users	350	450	500	600

3.7. Expected Volume

3.8. Solution Architecture

THE BIDDER SHOULD PROPOSE THE SOLUTION ARCHITECTURE WITH THE FOLLOWING MANDATORY CONSTRAINTS

1. The solution will have a primary site and disaster recovery site to ensure continuous availability. Both site licenses should be installed
2. The bidder needs to make sure that the hardware and the application architecture proposed are scalable to meet the future requirement specified in this RFP.
3. The solution should have the capability to run on minimum hardware footprint with any virtualization technology and virtualization compatibility details need to be furnished with the bid. SSL is using hyper converged infrastructure.

3.9. Implementation

We are expecting a very fast implementation. The Bidder should have sufficient resources and experience in rolling out the application. The bidder should provide their implementation plan with detailed schedule for all the modules required by us.

3.10. Software License & Support

The Solutions will be installed in Development, Staging, UAT, and Production environment. Further, the software will be installed in Disaster Recovery site. Business copies/ Back up of database will be taken as per back up policy drawn up. The licensing should include the various installations mentioned here. All the software proposed / provided for the solutions should have perpetual /permanent licenses for both primary and DR sites.

- a) In the Technical Proposal, the Bidder should provide clear licensing terms & conditions for all the products offered and all criteria which should be understandable to SSL. The Bidder should provide the following details relating to Software licensing:
 - Explain all factors that could affect licensing fees.
 - Make clear the extent of any implementation, installation, configuration, migration, training, support and other services that are included in the license fees.
- b) If any discrepancies are found later with the licensing terms vis-à-vis total solution, then such additional cost will be borne by the bidder.
- c) The Bidder should specify the exact versions and releases that had been proposed in the solution for every component (Operating System, Database, Application software, tools) including the additional/optional components and should also provide the life time of the product and availability of the proposed versions.
- d) The Bidder should provide software support for all software, including any additional/optional technology/ product/ applications during warranty and post warranty period. The bidder shall also provide the road map for product improvement and/or new technologies.
- e) Software support shall include the following services during the warranty and post warranty AMC period without any additional cost:
 - Error Corrections.
 - All updates / patches / Hot Fixes / Service Releases.
 - Technical assistance on the installation, use, performance tuning, maintenance and repair of the software.
 - Compliance/ Regulatory/ Mandatory Changes instructed by Government of India
- f) The Bidder should provide the required number of software licenses for all the software components which requires a user/client based license.

3.11. Hardware Requirements

The Hardware required for satisfactory performance of the Solution, at peak volumes of transactions, should be sized by the Bidder and the specifications of Hardware submitted with the Technical Proposal. The hardware should include Servers and other required software components.

Further, peripherals like printers, scanners etc and user computing devices such as desktops, laptops should not be included. As per this RFP, the hardware is not required to be supplied by the Bidder. However, the Bidder is responsible for proper sizing.

The hardware recommended by the Bidder should be capable of handling the no. of concurrent users and volume of transactions projected in Point No. 3.6 and 3.7 respectively within the performance criteria stipulated elsewhere in this RFP, during the three year period starting from the date of Commercial Use of the Solution. If the hardware is found to be deficient in providing the services mentioned, the Bidder will be responsible for the disruption of services and SSL shall be at full liberty to realize the losses.

3.12. Operating System

The Bidder should recommend the best-fit operating system for their solution to provide best performance considering the volume of transactions mentioned elsewhere in this RFP

3.13. Tools & Utilities

The Bidder shall provide tools and utilities required for smooth operations, with appropriate licenses. The cost of acquisition and use of the tools and utilities should be included in the Commercial Proposal.

3.14. Installation

The Bidder shall install the software at the location specified by SSL as per the implementation plan.

3.15. Integration with Existing System.

The Bidder shall provide interface with SSL's existing or proposed solutions, which may include, Portal, Content Management, CRM, Trading System, web base application, Web Servers etc. The detailed application landscape and inter-dependency among applications will be shared at a later stage.

3.16. Testing

SSL may arrange to test the systems, integration with the existing/proposed environment, and all aspects of the deliverables of the solution through its own employees or any third party testing agency, at the option of SSL. The Bidder should extend total co-operation and support for completing the testing. The delivery will be deemed to be completed only on satisfactory results of the testing. It would be the responsibility of the Bidder to rectify the deficiencies pointed out by the testing team expeditiously within a period of 15 days. Testing will include:

- Performance testing (Bandwidth Throttling, Latency, Through put, Sessions per second, concurrency.).
- Stress testing.
- Incremental and reliability testing.
- Load testing.
- Functional testing.

3.17. Support Services

The Bidder will provide on-site support during the period of implementation. The number and type of resources will be determined by the bidder to complete the implementation within the schedule time. These charges will be part of implementation services.

However, post implementation, SSL may seek the services of the Bidder, for such period as may be considered necessary. The Bidder shall provide the services, cost details of which will be required to be provided in the commercial proposal. The nature of support available from the Bidder should be submitted with the Technical Proposal.

3.18. Training

The Bidder shall provide training on the solution in accordance with the training plan set out hereunder:

Training	Size of Batch	No of Batches
User Training comprising of user interaction with the application, reports, analysis and inference.	50	10

Any additional training required by SSL, within two years from the date of signing the Contract, shall be provided by the Bidder, on a proportionate basis of the charges quoted for the training services. Additional training, after the two year period shall be in accordance with the charges of the Bidder in force at the material time.

3.19. AMC and Warranty

The successful Bidder shall warrant that:

1. The deliverables shall be in accordance with the specifications agreed between SSL and the Bidder.
2. The project will be completed within the time stipulated in accordance with the implementation plan.
3. The Bidder shall engage persons with sound professional skills and experience in the project
4. The Bidder shall provide the deliverables and services and carry out their obligations with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices and shall observe sound management practices.
5. The Operating system, database and other software tools provided by the Bidder conform to the software product description.
6. The solution conforms to the product description and SSL's requirement as set out in this RFP.

Additional conditions for warranties have been specified elsewhere in this RFP.

4. Terms & Conditions

4.1. Two Stage Bidding Processes

1. A two stage bidding process will be followed for evaluating the bids. The response to the present RFP will be submitted in two parts, i.e. the Technical Bid and the Commercial Bid.
2. Commercial Proposal should include the commercial details of the Bidder's proposal, in the prescribed formats. **The commercial section must be enclosed in a separate sealed envelope.** The Bidder should provide only the original document. The Bidder should not send any soft copies of the Commercial Proposal .
3. The 'Technical Bid' will contain the exhaustive and comprehensive solution details, whereas the 'Commercial Bid' will contain the pricing information. The Technical Bid should NOT contain any pricing or commercial information at all. The soft copy of technical bids can be provided in two separate CDs, however, care should be taken that Technical Bid CD does NOT contain any pricing or commercial information at all .
4. For application software, vendors would be asked to quote only for systems/ products they own and have full IPR for, apart from development teams to keep the product maintained properly. Prices for each product would be separately quoted and would include the cost of integration with other systems. The vendors must detail the strength of their company, processes and capability in product development/ solution building. A proven track record in product development is a must. They must also detail their ability and track record at supporting the product.

5. Bidders will have to guarantee that their support will be available for the proposed system for a minimum period of 5 (five) years and in case it is discontinued or for any reason whatsoever they are unable to continue the support, they will have to commit to protect the SSL's Investment.

4.2. Instruction For Sealing & Marking

4.2.1. Technical Bids

1. Tender responses in original shall be submitted in sealed envelope clearly identifying the BIDDER submitting them and shall be labelled "Technical Proposal - Solution for SBICAP Securities Ltd."
2. No commercial details should be given along with Technical Bid information document.
3. Soft copy of all the documents submitted in the technical bid should be submitted in a CD similarly labelled. The CD should be sent along with the paper documents of "Original Technical Tender". No commercial details should be given in this CD. In the event of any discrepancies between the 'Original' and the 'Soft copy given in the CD', the Original shall govern.

4.2.2. Commercial Bids

1. The Commercial Proposal should be submitted in the format prescribed.
2. The Commercial Proposal should be signed by the authorized official and stamp of the company affixed thereto.
3. The Commercial Proposal should be submitted in a sealed cover labelled "Commercial Proposal – Sales and Distribution Application."
4. The envelope should contain the commercial proposal in original and soft copy of the proposal in a CD.
5. The envelope should be sealed and dated with the date of submission.
6. In the event of any discrepancies between the 'printed original' and the 'soft copy' of the commercial proposal, the printed original shall govern.

4.3. Cost

1. The quotation submitted by the Bidder shall be inclusive of all taxes, import, excise & custom duties, charges, levies and taxes of State or Central Governments, Service Tax, Sales Tax, VAT, Composite Tax, as applicable, at the date of submission of the proposal. However, Octroi duty should not be included.
2. Octroi duty, if any, shall be paid as per the actual on production of relevant documents, in original.
3. Break up showing different components of taxes should be submitted.
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. The software licenses should be quoted for the enterprise wide unlimited user license.

5. Contract Prices

Prices payable to the Bidder as stated in the Contract 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.

Bidder should provide EMD bank guaranty of Rs 6,00,000/= (Rs SIX Lakhs only).

6. Payment Terms

6.1. For Software

1. Total Commercial for 3 years will be payable in 12 Quarters and after that it will be for 4th and 5th year.

6.2. General Payment Conditions

1. The contractor's request(s) for payment shall be made to Buyer/Purchaser in writing (Invoice) accompanied by SLA (Service Level Requirements) compliance reports for which payment is being claimed.
2. All the payments to the contractor shall be subject to the report of satisfactory accomplishment of the concerned task, to be submitted by the Project - coordinating team, as appointed by Buyer/Purchaser for this purpose.
3. Penalties, if any, on account of liquidated damages and non-compliance of SLA (Service Level Requirements), shall be deducted from the invoice value.
4. Annual Recurring Charges will be paid annually after producing the satisfactory service certificate.

6.3. Bank Guarantee

1. The Vendor shall submit a performance bank guarantee for performing all the obligations arising on acceptance of all the terms and conditions of the RFP and/or Purchase Order.
2. Such performance bank guarantee shall be to the extent of 10% of the 1st year charges including the cost of software licenses and implementation services. The performance bank guarantee shall be in force till the completion of 1 year period from the date of final Delivery.
3. The maintenance agreement, when executed with the vendor for the total solution shall be for duration of five years. SSL reserves the right to terminate the agreement, at any time during the currency of the Contract.

6.4. Bid Submission

1. Bidders are not permitted to submit more than one bid. The Bidder has to offer the best solution 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 RFP process.
2. Bids sealed in accordance with the Instructions to BIDDERS should be delivered before the closing date specified. Bids may be sent by registered post or hand delivered so as to be received at the following address: **[SBICAP Securities Ltd. Kind Attn : VP - IT – Marathon future, 12 th floor, A & B wing, Lower Parel, Mumbai – 400 013.]**
3. Receipt of the bids shall be closed at 5:00 p.m. on the date mentioned earlier. Bids received after the time stipulated may not be considered by SSL. SSL will not be responsible for any delay due to postal / courier or any other means of delivery.

7. Clarification Related to the RFP

1. Bidders must acquaint themselves fully with the conditions of the RFP. No plea of insufficient information will be entertained at any time.
2. Any clarification regarding the RFP document and any other item related to this project should be raised in the pre-bid meeting. No clarification will be entertained after the pre-bid meeting. The response to all the clarifications will be provided only during the Pre-Bid meeting.

3. Written requests for clarification may be submitted to SSL on or before the last date of submission mentioned elsewhere in this RFP. Request for clarification should be submitted to the **rfp@sbicapsec.com** email address.
4. Both questions and responses will be circulated to all prospective Bidders; those have been issued this RFP.

7.1. Amend To The Bid Document

1. Amendments to the Bid Documents may be issued by SSL at any time during the RFP process.
2. Amendments to Bid Documents so made shall be deemed to form an integral part of the Bid Documents.

7.2. Pre-bid Meeting

A Pre-Bid meeting may be called by SSL Marathon future, 12 th floor, A & B wing, Lower Parel, Mumbai – 400 013., and clarifications sought by bidders will be given in this meeting. Date and time is mentioned elsewhere in this RFP.

7.3. Bid Opening

The technical bids will be opened as per the schedule given above. Representatives of the Bidder, may at their convenience, witness the bid opening process. Not more than one representative of each Bidder shall be allowed to be present while opening the Technical Bids.

7.4. Bidder Presentation

Bidders may be asked to make technical presentations at SSL's Office. These presentations should cover details of the proposal described in this RFP document. The presentations will also give SSL an opportunity to clarify issues arising out of the Bidder's response to this RFP. SSL shall not be under any obligation to bear any part of the expenses incurred by the Bidder for the presentations.

7.5. Format & 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.

7.6. Language Of Bid

All bids and supporting documentation shall be submitted in English.

7.7. Period Of Validity

The Bids shall be valid for a period of 180 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 180 days.

7.8. Correction Of Errors

Arithmetic errors in bids will be treated as follows:

1. Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern; and
2. 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 SSL, there is obviously a gross error such as a misplacement of a decimal point, in which case the line item total will govern.
3. 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 totalling the line items in the Bill of Materials will govern.
4. The amount stated in the RFP form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall RFP price to rise, in which case the bid price shall govern.

7.9. Clarification Regarding The Proposal

To assist in the examination, evaluation and comparison of proposals SSL may, at its discretion, ask the bidders for clarification. The response / clarification shall be in writing and no change in the substance of the proposal shall be sought, offered or permitted.

7.10. Modification of Withdrawal of Proposal

Proposals once submitted will be treated as final and no further correspondence will be entertained. No proposal shall be modified after the deadline for submission of proposals. No proposal shall be allowed to be withdrawn after the last date of submission of the bid. The successful bidder will not be allowed to withdraw the proposals.

7.11. Material Alteration

The bidder should ensure that there are no cuttings, erasures or over-writing, illegible or undecipherable figures in the documents submitted. The proposals may be disqualified on this score alone. The decision of SSL is final and binding.

7.12. Domestic Presence Of Bidders

The Bidders should have a presence in India during the entire period of contract. If not, then the bidder should nominate their premium partners who are eligible to bid by meeting the instructions laid down in the RFP.

7.13. Instruction to Partners

The Company has been registered under the Indian Companies Act, 1956 and they should have a domestic presence for last 5 years and the competency to deploy the Solution has to be vetted by OEM.

7.14. Complete Proposal

The Bidder's proposal is subject to evaluation process. Therefore, it is important that the Bidder 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.

7.15. Acceptance Or Rejection of Bid

SSL 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 SSL will be treated as final. The RFP not submitted in the prescribed format or incomplete in any sense are likely to be rejected.

7.16. RFP Ownership

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

7.17. Bidder Status

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

7.18. 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 documents.

7.19. Cost Of Proposal

All costs relating to preparation, submission of its proposal and arranging for the proof of concept to SSL will be borne by the Bidder and SSL will not be responsible or liable, in any way, for any such costs, regardless of the conduct or outcome of the process.

7.20. Right Of Verification

SSL reserves the right to verify any or all statements made by the bidder in the proposal documents and to inspect the bidder's facility or any client site, if necessary, to establish to its satisfaction about the bidder's capacity to perform the all the components of the assignment.

7.21. Site Visit

Visits to reference sites may be sought at the discretion of SSL. Bidder shall arrange necessary permission for visit to customer sites, at mutually convenient date and shall allow SSL to visit Bidder's own site, on request by SSL.

7.22. Bid Evaluation

The Technical Bids will be evaluated in terms of requirements set out in this RFP. The following aspects may be considered for evaluating the technical bids

1. Capability to meet functional requirement detailed in this RFP .
2. Compliance with technical specifications laid down .
3. Compliance with technical specifications laid down .
4. Evaluation of the product for quality and reliability.
5. Bidder standing (e.g., Management capabilities of the bidder, Support facilities of the bidder, Financial standing, recent experiences of executing similar assignments for large brokers or financial institution/Exchanges) .
6. Proposed timelines for executing the assignments .
7. Overall cost of the solution with all tools, as quoted in the proposal.
8. Minimum 5 years expertise in product development in this domain .
9. The bidder should own and have IPR and the know-how for the products offered.
10. Commercial bids will be opened only for those qualify in the technical bid.
11. These will then be evaluated on a techno commercial basis where Technical scoring and commercial scoring will be having 50 – 50 % weightage.

7.23. POC / Structured Walk Through

SSL may request the Bidder for a POC and/ or structured walk through without any commercial obligation to SSL. This will enable SSL to evaluate the proposed solution in a “near to real Life” environment. The objective of the POC will be

1. Demonstrate the solution in real Life as indicated in the RFP
2. Understand the software solutions features in greater detail .
3. Evaluate the software’s ability to meet the functional requirements for business operations and
4. Identify, at a macro level, the extent of customization that may be necessary if the package is chosen.

The Bidders are expected to communicate the requirements for conducting this exercise in advance to SSL. SSL shall not be under any obligation to bear any part of the expenses incurred by the Bidder for the Structured Walkthrough.

7.24. Award Of Contract

SSL will negotiate the detailed terms before final acceptance of any bid. The acceptance of a Bid will be communicated in writing at the address supplied by the Bidder in the RFP response. Any change of address of the Bidder, should therefore be promptly notified to SSL.

7.25. Signing Of Contract

The Bidder shall be required to enter into a contract with SSL, within thirty (30) days of the award of the RFP or within such extended period, as may be specified by SSL. At the time of execution of the contract a Memorandum of Understanding (MoU) containing the terms and conditions necessary for the due performance of the work in accordance with the bids and acceptance thereof will be signed.

The Contract will be based on this RFP, modification arising out of negotiation / clarification etc., the bidder’s offer document with all its enclosures and will include the following documents:

1. The Bidder’s proposal in response – technical and commercial separately
2. Modification to the proposal, if any, after negotiation / clarification.
3. Related Technical Specifications
4. Copies of the licenses, certifications etc.

SSL reserves the right to stipulate, at the time of finalization, any other document(s) to be enclosed

as part of the final contract.

7.26. Confidentiality

This document contains information confidential and proprietary to SSL. Additionally, the Bidder will be exposed by virtue of the contracted activities to internal business information of SSL, 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 SSL 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 SSL. Reproduction of this RFP, without prior written consent of SSL, by photographic, electronic, or other means is strictly prohibited.

7.27. 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 **Form-6**. The Bidder shall execute and submit this Non-Disclosure Agreement with the Technical Proposal.

7.28. Intellectual Property Rights

SSL will own all intellectual property rights to all design, software and/or systems created specifically for implementation at SSL under this contract. The Bidder shall fully protect SSL from all legal actions, claims, or damages from third parties arising out of use of software, designs or processes supplied by the Bidder.

7.29. Solicitation Of Employees

Bidder will not hire employees of SSL or solicit or accept solicitation (either directly, indirectly, or through a third party) from employees of SSL directly involved in this contract during the period of the contract and one year thereafter, except as the parties may agree on a case-by-case basis.

7.30. Indemnification

1. The Bidder shall, at its own cost and expenses, defend and indemnify SSL 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.
2. The Bidder shall expeditiously meet any such claims and shall have full rights to defend itself there from. If SSL 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.
3. The Bidder shall also be liable to indemnify SSL, at its own cost and expenses, against all losses/damages, which SSL may suffer on account of violation by the Bidder of any or all national/international trade laws, norms, standards, procedures etc.
4. 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 SSL and keep indemnified against any loss or damage that SSL may sustain on account of any violation of patents, trademark etc., by the Vendor in respect of hardware, hardware components, system software, etc. supplied.

7.31. Jurisdiction

All disputes or differences whatsoever arising between the parties out of or in relation to the construction, meaning and operation or effect of these Proposal Documents or breach thereof shall be settled amicably. If, however, the parties are not able to resolve them amicably, the same shall be settled by arbitration in accordance with the applicable Indian Laws, and the award made in pursuance thereof shall be binding on the parties. Any appeal will be subject to the exclusive jurisdiction of courts at Mumbai, India.

7.32. Arbitration

All disputes and differences of any kind, whatsoever shall be referred by either party (SSL 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 SSL 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.

7.33. Force Majeure

The Bidder shall not be responsible for delay in delivery resulting from acts/events beyond his control provided notice for happening of such act/event is given by the Bidder to SSL within 15 Days from the date of occurrence. Such act/ event shall include acts of God such as war, floods, earthquakes, epidemics and fire, strikes, lockouts riots, Governmental regulations superimposed after the date of order/ contract.

7.34. Condition Of Acceptance

The selected Bidder will be allowed one month time to demonstrate compliance with the specifications (technical and functional) of this RFP through a POC. The application will be moved to production only on meeting the acceptance test criteria. Failure, to meet the acceptance test will result in termination of the arrangement and /or contract. No payment will be made and in such an eventuality, SSL will be free to engage any other bidder.

7.35. Right To Cancel / Invite Fresh RFP

SSL reserves the Right to cancel or invite a fresh RFP right to go in for a fresh tender at any point of time during the Procurement process without assigning any reason, whatsoever.

7.36. Disclaimer

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

7.37. Service Level Agreement -

The services to be provided by the successful bidder shall be governed by a detailed SLA, which will be finalized at the time of execution of the Contract. The SLA will include the following:

1. **Timely Completion** - The bidder shall submit its timelines for the implementation of each module from the date of handing over the site. For these purposes, site handing over means installation of hardware, operating system and database. Any other middle ware, application server, web server, application software, tools and utilities will be installed by the Bidder. Penal Clauses for failure to meet the timelines will be advised during issuance of instructions relating to commercial proposal.
2. **Defect Repairs** - The successful bidder, during the period of support, must rectify the defects pointed out by SSL within a reasonable period. Non-rectification of defects, delay in rectification of defects will attract penalty. SSL solicits the SLA terms generally agreed by the Bidder regarding defect repairs. This information should be provided with the Technical Proposal. Detailed metrics of measurement, definition of terms, goal should be provided.
3. **Change Request** - SSL may, request for changes in the application software or any associated software licensed to SSL. Such changes must be carried out within a reasonable time. Failure to carry out the changes will attract penalty. SSL solicits the SLA terms generally agreed by the Bidder regarding Change Requests. This information should be provided with the Technical Proposal. Detailed metrics of measurement, definition of terms and goal should be provided.
4. **Reporting & Exceptions** - Vendor will perform a “root cause analysis” for any incident having a priority of “production stop” or “severe with no work around” which does not meet the goal established for any specified metric. The SSL application manager or the business analyst may be consulted as needed. The purpose of this analysis is to determine what corrective actions are to be taken to prevent reoccurrence of the failure and /or if the incident is removed from the metric.
5. **Other Conditions** - The charges of vendor such as travel in or out of India, stay, conveyance etc. will not be paid by SSL.

8. Documents To Be Submitted

The following documents should be submitted with the proposals as mentioned below

1. Covering Letter responding to this RFP as per format enclosed. –FORM 4
2. Technical & Functional Proposal in the prescribed format “Form-1”. The technical & Functional proposal should be precise, providing the relevant information that is necessary to evaluate the competence of Vendors.
3. Commercial Proposal in the prescribed format “Form-1”, The Commercial proposal should be precise, providing the relevant information that is necessary for evaluation.
4. Implementation proposal in the prescribed format “Form-2”
5. A clause - by- clause compliance for all conditions and specifications of RFP. Only exceptions should be advised in the prescribed format “Form-3”. The proposal will not be considered without this compliance deviation statement.
6. References and contact details in respect of their implementation of similar projects undertaken by them in the last three years in the prescribed format “Form-5”.
7. Non-disclosure Agreement in the prescribed format “Form-6”.
8. Bidder Corporate Profile in the prescribed format “Form-7”

9. Technical Solution with detailed architecture and data sheets for the proposed solution should be marked as “Annexure A”.
10. If the product is not owned by the Bidder, the copy of the agreement between the Bidder and the Product Owner describing the rights to deal with the product and provide implementation related services should be provided. The document should be marked as “Annexure B”.
11. Commitment in writing to implement and complete the assignments within the time lines advised by the bidder. The document should be marked as “Annexure C”.
12. Documents evidencing the IPR of the software should be marked as “Annexure D”.

[Technical Evaluation Sheet – Form-1](#)
Form No - 1 [Commercial Proposal]
**COMMERCIAL PROPOSAL FOR SUPPLY, INSTALLATION AND MAINTENANCE OF
INTEGRATED SOFTWARE IN SBICAP SECURITIES LTD ON TURN-KEY BASIS**

Name & Address of The Bidder	_____

Name of the Product	_____

No	Particulars	Procurement Cost / License Fee/ Usage Cost	Annual Maintenance / Support Fees					Total Cost
			Day 1	Year 1	Year 2	Year 3		
1	Application Software							
	Total No. of Concurrent License							
	Cost of Installation, Implementation and Migration services should be included in item 1.							
3.	Training Services							
	Cost of Training services, as detailed in Form 1 (i)							
	Total Cost							

*(All Prices In INR Only)

Stamp & Date
Authorized Signatory

FORM NO 1[i]
Cost of Training Services

Sr No	Services	Size Of Batch	Number Of Batches	Basis For Cost	Per Unit Cost [In INR]	Cost Of Training Services [in INR]
1	Technical Training comprising of Derivative Solution architecture, tables, views, front-end and back end activities Training on use of tools and utilities provided as a part of the solution					
2	User Training comprising of user interaction with the application, reports, analysis and inference.					
	Total					

Stamp & Date
Authorized Signatory

Form No - 2

Format for technical proposal supply, implementation and maintenance of software solution:

Bidders are requested to structure their technical proposals only as per format given below. It should be in an organized, structured and neat manner. Brochures/leaflets etc. should not be submitted in loose form.

The suggested format for submission of technical proposal is as follows:

Section 1	Summary table of the total technical proposal.
Section 2	Offer covering letter as per Form No 4 .
Section 3	Details of the Bidder as per Form No 7 .
Section 4	Commercial Bid without price information as Annexure. This must not contain any price information.
Section 5	Confirmation of Compliance with Terms and Conditions stipulated in RFP as “ Annexure E ”.
Section 6	Details of Maintenance Services that will be provided – both during Warranty services period and AMC period. This should not contain any price information.
Section 7	Delivery and Implementation schedule.
Section 8	Technical information in the form of Brochures/Manuals/CD etc must be submitted in support of the offer made. Technical documentation must be suitably indexed.
Section 9	Software details.

Stamp & Date
Authorized Signatory

Form No-3 Non Compliance with the Terms of RFP

NON COMPLIANCE WITH THE TERMS OF RFP FORM - 4			
Para No	Brief Description Of the Para	Non Compliance Sought Alternate Terms Suggested if any	Reason For non compliance
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			

Stamp & Date
Authorized Signatory

FORM NO-4 OFFER LETTER

The Managing Director
SBICAP SECURITIES LTD.
Marathon Futurex , A& B wing,
12th Floor , N M Joshi Road.
Lower Parel -East
Mumabi 400013

Dear Sir/Madam,

RFP FOR SUPPLY, INSTALLATION, CUSTOMIZATION, MIGRATION, SUPPORT, MAINTENANCE AND TRAINING

We have examined the RFP for Supply, Installation, Customization, Migration, Support, Maintenance and training for an end-to-end and we offer to supply, install and provide implementation & support services as per the terms and conditions and specifications spelt out in the RFP.

While submitting this bid, we certify that:

1. We are Copy right holder/ authorized distributor/partner/agent of _____ the following products which are part of this bid.
2. If our offer is accepted, we undertake, after receipt of your order, to supply, install, customize and roll out the Sales and Distribution application, as per timelines communicated to us / mutually agreed upon.
3. We agree to abide by this offer till 180 days from the last date stipulated by SSL for submission of bid, and our offer shall remain binding upon us and can be accepted by SSL any time before the expiry of that period.
4. Until a formal contract is prepared and executed, this offer, together with SSL's written acceptance thereof and SSL's notification of award shall constitute a binding contract between us.
5. We certify that the information/data/particulars furnished in our RFP are factually correct. We also undertake that in the event of any information / data / particulars is proved to be incorrect, SSL shall have the right to disqualify us from the bid and take such other action, as would deem fit.
6. We undertake to comply with the terms and conditions of the RFP.
7. We have not induced or attempted to induce any other bidder to submit or not to submit the bid.
8. We understand that SSL may reject any or all of the offers without assigning any reason whatsoever.

Yours faithfully,

Authorized Signatory
(Name and Designation)

For and on behalf of _____

FORM NO -5 Reference Details

Reference Details – [Form No – 5]		
No	Questions	Answers
Reference Company Details		
1	Company Name	
2	Company Address	
3	Telephone Number	
4	Fax Number	
5	Contact Name	
6	Title	
7	What is or was the contact's role on the implementation	
8	Date of implementation [mm/yyyy]	
9	State the duration of the implementation	
Software		
10	Which Modules of the software implemented by you, are being used? [Name the Product and the version]	
11	Details of the subsequent customization / modifications that were made to the modules for the client	
12	Details of sites where the modules are installed	
13	State if any interfaces to external systems are implemented at this site	
14	Indicate the Hardware and Operating System platform	
Technical Constraints / Limitations		
15	Please list out the technical constraints or limitations of your solution	

Stamp & Date
Authorized Signatory

Form No – 6 Non Disclosure Agreement**NON DISCLOSURE AGREEMENT**

This Nondisclosure Agreement (“NDA”) is made and entered into this _____ day of _____ in the year 20____.

<Bidder’s Name>, a company incorporated under the laws of Indian Companies Act, 1956 and having its registered office at _____, hereinafter called the 1st party

Has been issued a request for proposal, hereinafter referred to as RFP, by

SBICAP Securities Ltd (hereinafter called SSL) a company incorporated under the laws of Indian Companies Act, 1956 and having its registered office at Mumbai, hereinafter referred to as the 2nd Party

The 2nd party has provided certain proprietary information, concerning regarding its products, service, organization, decision processes, strategic business initiatives, technical infrastructure, working processes, delegation of responsibilities, project management, planning methods, reports, plans and status including but not limited to technical manuals, specifications, product features, customer list, specializations, documents, financial statements and business/development plans etc. to the 1st party to facilitate response to the RFP.

NOW, THEREFORE, in consideration thereof, the 1st party agrees

1. To hold all Confidential Information received from the 2nd party in confidence for a period of two (2) years from the receipt of the Information. The 1st party will use such Information only for the purpose of responding to the RFP
2. To restrict disclosure of such Information to its employees and employees of its affiliated companies with a need to know and inform such employees of the obligations assumed herein. Recipient will not disclose such Information to any third party without the prior written approval of the 2nd Party.
3. To protect Information received from the 1st Party with at least the same degree of care as it normally exercised to protect its own proprietary information of similar nature.
4. To ensure that their employees will not disclose any information so received even after they cease to be employees of the recipient. The recipient party shall ensure this by own internal agreements.

IN WITNESS WHEREOF, the 1st party has caused this Agreement to be executed as of the date set forth above.

<Bidder’s Name>	
By	
Name	
Title	
Date	

Stamp & Date
Authorized Signatory

Form No - 7 Bidder's / Other Agencies Profile [Corporate Profile]

Please provide information in the following format for the bidder and other agencies employed / proposed to be employed for providing services.

No	Particulars	Details
1	Basic Information	
	a) Name	
	b) Date of Incorporation	
	c) Corporate Office Address	
	d) Mumbai Office Address	
	e) Contact Person	
	f) Phone Number	
	g) Fax Number	
	h) Email Address	
	i) Name & Address of Directors / Promoters	
	j) Detail Of Organizational Structure	
2	Technical Information	
	a) Levels Of Certifications Obtained.	
	b) Number Of Technical Staff	
	a. Hardware Area	
	b. Software Area	
	c. Communication Area	
	d. Project Management Area	
	c) Service Support Facilities	
	a. Support Facility Locations	
	b. Number Of Personals per location	
	c. For hardware	
	d. For Software	
	d) Project Implementation Experience	
	a. Number of Years Experience in providing similar solutions	
	b. Name, Address, Telephone Numbers, and Email of contact persons of the clients where the total solutions is currently operational with details of installations and years of live operation of the projects completed	[Please attach separate sheet giving details]
3	Product Information	
	a) Whether the bidder holds intellectual property rights over the solution components and processes	[Please attach relevant documents]
	b) Point Wise details of the Broad features of the solution as referred to Para 3 above	
	c) Detailed solution information including process flow on end-to-end basis	

Stamp & Date
Authorized Signatory

ANNEXURE – I

Line items	Front end	Back end	UI &UX	Vendor remark
Business Requirement				
1 BSE Star MFI/MFD (Lump sum& SIP) Online / Dealer / IFA	Yes	Yes	Yes	
2 RTA Module	Yes	Yes	Yes	
3 Json api across the product offerings (Mobile & Web)	Yes	Yes	NO	
4 Acquire (Client on Boarding) License with KRA / KUA with IPV & IFA	Yes	Yes	Yes	
5 NCD Transaction Module	Yes	Yes	Yes	
6 IPO Transaction Module	Yes	Yes	Yes	
7 GOI Bonds Transaction Module	Yes	Yes	Yes	
8 Company FD Transaction Module	Yes	Yes	Yes	
9 Mutual Fund BO	Yes	Yes	Yes	
10 NCD Module	Yes	Yes	Yes	
14 Financial Planning	Yes	Yes	Yes	
15 Market data	Yes	Yes	Yes	
16 Goal based investment	Yes	Yes	Yes	
17 NPS Module	Yes	Yes	Yes	
18 Insurance Module	Yes	Yes	Yes	
19 PMS Module	Yes	Yes	Yes	
20 Migration approach & support system	Yes	Yes	Yes	
21 On-site support	Yes	Yes	Yes	
22 Distribution products market data	Yes	Yes	Yes	
23 Rating Integration	Yes	Yes	Yes	
24 MF offerings to NRI's	Yes	Yes	Yes	
25 SSO & UCC library integration	Yes	yes	Yes	
26 Integration with Portfolio module	Yes	YEs	Yes	
27 NCD Backoffice	Yes	yes	Yes	
28 FD backoffice	Yes	yes	Yes	
29 IPO Backoffice	Yes	yes	Yes	
30 Chatbot	Yes	yes	Yes	
31 Robo advisory	Yes	Yes	Yes	

ANNEXURE – II

COMPLIANCE CERTIFICATE FOR ELIGIBILITY CRITERIA

(to be printed on Bidder's Letter Head and included with the Technical Bid Envelope)

Sr. No.	Criteria	Compliance (Yes/No)	Remarks
1	The Bidder should be in a business of supply, delivery installation, configuration and maintenance and support of Sales and Distribution application in India for at least last 05 years and should be a current legal entity in India. Bidder.		Certificate of Incorporation and documentary evidence showing bidders is in business of Sales and Distribution in last 05 years
2	Bidder should OEM or have partnership with OEM of the proposed technology for at least last 3 years.		Partnership certificate evidencing minimum 3 years of partnership with the OEM As on date to be submitted with bid
3	The Bidder must have registered net profits during last three consecutive financial years as per the audited balance sheets and P& L accounts for last three financial years.		Financial statement for Last three years
4	The bidders should submit financial statements i.e. Audited Balance sheet and Profit & Loss accounts for year 2017-18		Financial statement for Finacial Years -2015-16, 2016-17, 2017- 18
5	The Bidder's Account should not have been declared as a Non-Performing Asset (NPA) in the Books of any bank or financial institution as on 31.03.2018 , A certificate to this effect should be obtained from SSL/Auditor of the bidder and submitted along with the Bid.		Certificate from Bank/ Auditor
6	The bidder has to submit an undertaking that no Government / undertaking organizations have blacklisted the bidder for any reason		Undertaking by Bidder.
7	The Bidder should have permanent office in Mumbai and Hyderabad or any other major city in India.		Submit address proof.
8	The bidder should have their own support centre in India for providing 24 x 7 telephonic technical support and assistance services for immediate response and faster call resolution. Bidder has to provide details of the same with bid submission.		Documentary evidence of support centre and resolution mechanism to be submitted.
9	The bidder should be an Indian Company registered in India		Certification copy
10	The Bidder should have yearly sales turnover of not less than Rs. 2 crores during last financial years		Audited Balance Sheet copy and a certificate certifying sales turnover for the FY 2016017
11	Bidder must have supplied Application at least three BFSI during last 10 years (The bidder has to submit PO as supporting documents for the same) either in India or abroad (If the supporting document of hardware supplied is from abroad, the complete details of implementation must have		Installation certificate/ signoff reports, copies of purchase order

	been submitted in the respective organisation/firm's letter head specifically for this RFP).		
12	The bidder should not outsource the contract to subcontractor. The bidder should deploy & manage the project with its resources.		Undertaking to be submitted
13	The bidder should ensure that the OEM, whose product/solution is being proposed, must have the Technical Support Centre in India for providing 24x7x365 technical support.		Documentary evidence to be submitted

We confirm that we comply with the eligibility criteria mentioned above & the terms & conditions mentioned in the RFP Document are acceptable to us.

Dated this _____ day of _____ 2018

(Signature)

(Name)

(In the capacity of)