



SECURITIES AND EXCHANGE BOARD OF INDIA
INFORMATION TECHNOLOGY DIVISION
SEBI Bhawan 5th Floor B Wing
C-4 A G Block, Bandra Kurla Complex
Bandra (E) Mumbai
Tel: 26449000
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REQUEST FOR PROPOSAL (RFP) FOR DESKTOP PCs

TENDER NOTICE NO. : **ITD/ 002 /2011**

DATE OF ISSUE : **March 31, 2011**

DUE DATE: : **April 18, 2011 at 5:00 p.m.**

APPLICATION FEE : **Rs.1000/-** (Rupees One Thousand Only)

NAME & ADDRESS OF CLIENT: Securities and Exchange Board of India (SEBI)
Information Technology Department
SEBI Bhawan
5th Floor B Wing
C-4 A G Block,
Bandra Kurla Complex
Bandra (E) Mumbai
Tel: 26449000 Fax: 26449020

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REQUEST FOR PROPOSAL FOR DESKTOP PCs

1. Invitation Of Bids

1.1 Securities and Exchange Board of India (SEBI) invites sealed tender offers (Technical offer and Commercial offer) for supply and installation of computers and related hardware as per the details herein below:-

Sr. No.	Item Description	Quantity (Nos)
1	Desktop PC (As per the specification given in Annexure A)	100

2.1. Delivery

The PCs should be delivered to our Head office at Mumbai and the following Regional Offices. The exact number of PCs to be delivered at each location would be mentioned in the Purchase order.

- (i) Kolkata
- (ii) Chennai
- (iii) Delhi
- (iv) Ahmedabad

The detailed terms and conditions are as mentioned herein below.

The last date for submission of tender is **April 18, 2011 at 5:00 p.m**

TERMS AND CONDITIONS

1. Definitions

In this document and associated documentation, the following terms shall be interpreted as indicated:

- a) "The Purchaser" means Securities and Exchange Board of India (SEBI)
- b) "The Indenter" means Securities and Exchange Board of India or any officer authorized by SEBI
- c) "The Specification " means the minimum specification specified by the purchaser.
- d) 'Vendors' means the firms who respond to this tender document.
- g) "The Goods" means all the equipment, machinery, and/or other materials which the vendor is required to supply to the Indenter under the Contract;
- h) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services applicable, such as installation, commissioning, provision of technical assistance, training, on-site comprehensive warranty, annual maintenance and other obligations of the vendor covered under the Contract.

2. General Instructions

General instructions are specified in the following paragraphs. These shall apply to all the hardware components.

2.1 The vendors are advised to study all technical and commercial aspects, instructions, forms, terms and specifications in the tender document carefully. Failure to furnish all information required in the Tender Document or submission of a bid not substantially responsive to the Tender document in every respect will be at the vendors risk and may result in the rejection of the bid.

2.2 The proposed solution should be cost effective and should provide high availability, both hardware and software, as applicable to the commercial environment.

2.3 The specifications mentioned in Annexure A is the minimum requirement of the purchaser and the vendors are free to offer goods with higher configuration.

2.4 The components of the proposed solution should be of Original Equipment Manufacturer's (OEM) Equipment /Products only. All items to be supplied should conform to industry, compatible with OPEN standards and should be of latest model and original make.

- 2.5 The quotations shall be submitted strictly in conformity with the specifications given in this tender document and as per mandatory response format.
- 2.6 The tenders not submitted in the prescribed format or incomplete in any manner are likely to be rejected
- 2.7 Tender document is not transferable.
- 2.8 Quotations submitted after due date or incomplete in any respect are liable to be rejected.
- 2.9 Securities and Exchange Board of India is not responsible for non-receipt of quotations within the specified due date to any reason including postal delay or holidays.
- 2.10 Technical bid would be opened first. SEBI reserves the right not to process the Commercial Bids in case the Technical Bid is found to be unsuitable / not fulfilling the requirements as specified in the tender document.
- 2.11 The equipment/products quoted should not be from the discontinued production line. In case of discontinuation of the production line after the issue of purchase order, the vendor shall supply the next higher configuration on the same terms.
- 2.12 In case of any reduction in the price due to Government levies/duties/OEM prices, vendor should offer the price reduction to SEBI on all the Components of the proposed solution scheduled to be delivered after one week of the effective date of such announcement. For this purpose, Vendor should voluntarily intimate such price reduction to SEBI, produce the document of OEM's listed price and the discounted price offered to SEBI.
- 2.13 All the standards related to the solution proposed are to be Compliant as per the best industry standard.
- 2.14 SEBI reserves the right to cancel the RFP without assigning any reason.
- 2.15 The price quoted should be inclusive of all Central/State Government levies, taxes, sales tax, excise duty, custom duty, VAT and insurance charges with three years warranty, excluding Octroi, which, if any, shall be paid as per the actual on production of relevant documents (Billed to SEBI only), in original.
- 2.16 The prices quoted by the vendors shall be in Indian Rupees, only
- 2.17 The category of item and quantity indicated in the RFP are tentative. SEBI reserves the right to increase or decrease the quantity or delete some or all of the items depending on the needs of SEBI.
- 2.18 An application fee of Rs.1000/- (Rupees one thousand only) (non refundable) in the form of crossed demand draft in favour of 'Securities and Exchange Board of India' payable at Mumbai shall be submitted along with bid document. Bid without prescribed fee shall be rejected.

3. Eligibility criteria:

3.1. The vendors should have their own (not third party) functional offices at Mumbai, Delhi, Kolkata, Chennai and Ahmedabad. The vendors should submit Office address with contact details and contact person.

3.2. The vendors will have to satisfy the following criteria:-

(a) Should have minimum 7 years (ending March 2011) of experience in supplying Computer items, with either of the following:-

- i. Should have executed three orders of similar nature, each order costing not less than ` 22 lakh
Or
- ii. Should have executed two orders of the similar nature, each costing not less than ` 27.5 lakh
Or
- iii. Should have executed one order of the similar nature, costing not less than ` 44 lakh

(vendors should attach copies of the Purchase Orders in support of the above)

3.3. Vendors should be authorized system integrators for the products being offered. Vendors should submit necessary documents in support of this.

4. Scope of Work

Total solution would cover supply, installation and operationalisation of hardware (and accompanied software) as per SEBI's requirement

The capabilities, operating characteristics and other technical details of the hardware and software offered should be furnished together with product brochures, literature, etc in the Technical Bid. The make and model of each component shall be indicated. The system software offered by the Vendor should be of the latest versions. Other Systems Software including Software products offered independently and/or bundled with the hardware and other accessories should be of latest versions. The technical literature on architecture, scalability and high availability of the hardware offered, giving details of the processors, memory, cache (internal/external), controllers, Network Interface Cards and power supply, serial and parallel ports.

5. Proposed Usage

5.1 Local Area Network

Desktops/ Laptops/ Printers etc., installed to act as Clients, shall be interconnected via Ethernet LANs or Wireless LANs (IEEE 802.1x). Printers would be attached to individual clients or on the network. The Systems should support all the networking protocols. In case of non support, Vendor should provide necessary alternative within the same cost.

5.2. Wide Area Network

SEBI is having an enterprise-wide network connecting all its Regional Offices (New Delhi / Kolkata / Chennai and Ahmedabad), Other offices. The vendor has to give necessary support to SEBI in configuring the PCs, on Local Area Network for establishing connection with Regional Offices.

5.3 Application Usage

The systems shall be used for on-line as well as batch operations simultaneously under RDBMS environment and Office Automation Server/Web server/Production Server.

6. Scope of the Project

Total solution would cover supply, installation and operationalisation of hardware as per specification (**Annexure-A**). The solution should be complete in all respect.

- The system software offered by the Vendor should be of the latest versions. Other Systems Software including Management Software products offered independently and/or bundled with the hardware and other accessories should be of latest versions.
- All the systems/ equipments proposed should work in continuous high availability mode and should achieve 99.99% uptime on 12 hours /6 days a week basis, during office timings (9.00 am to 9.00 pm).
- Proposed hardware should be made high availability and high reliability to reflect the 24x7 nature of the SEBI network
- Maintenance Personnel - All system maintenance during the warranty period shall be performed by well qualified and experience personnel only and at no additional cost to SEBI.
- Vendor shall furnish the details of local service centers at all the locations of the SEBI and shall deploy only trained service personnel to resolve the issues which may arise.

7. Site Preparation

Vendor shall provide detailed guidelines for site preparation. It shall be SEBI's responsibility to ensure proper environment with suitable power conditioning.

8. Specifications of equipment:

The technical specifications of the equipments specified in the schedule (Annexure A) are the minimum requirements of the Purchaser. The vendors are at liberty to indicate higher specifications than the minimum levels. The Purchaser reserves the right to place orders at the higher specifications offered by the vendors. Similarly the warranty period is the minimum required. The vendors are at liberty to offer a higher warranty period and the Purchaser / Indenter reserves the right to avail of the longer warranty period offered.

9. Offer Validity Period

The tender offer must be valid for a period of three months from the date of submission. Any offer falling short of the validity period is liable for rejection.

10. Two Bid System Tender

The offers shall be in two separate parts containing Technical and Commercial Offers. Two separate sealed envelopes containing the Technical and Commercial offers respectively should be enclosed together in a larger envelope, sealed and superscribed with the Tender Reference Number and Name of Vendors. Both the two envelopes kept inside should be separately securely sealed and stamped. The sealed envelopes must be super-scribed with the following information:

Type of Offer (Technical or Commercial)

Name of Vendors:

ENVELOPE - I (Technical Offer):

The Technical offer must contain the following:-

- (a) Technical Details as per Annexure C
- (b) Other technical details of the product like leaflets/manuals etc
- (c) Check list as per Annexure B.
- (d) Complete Address of the vendor at all SEBI locations
- (e) Authorisation letter from O.E.M (if applicable)
- (f) Details of earlier contracts executed (as mentioned in the eligibility criteria)

The Technical Offer (T.O.) should be complete in all respects and contain all Information asked for, except commercial details. The T.O. should indicate whether products and services asked for are quoted,. For example, the Technical Offer should mention that warranty for three years is included in the Commercial Offer, without showing the actual amounts in the T.O. The T.O should also contain Office addresses at Mumbai, Delhi, Kolkata, Chennai and Ahmedabad . Vendors should also attach the authorization letter from the respective O.E.M, if applicable.

The **Technical Offer** must be submitted in an organized and neat manner.

ENVELOPE-II (Commercial Offer):

The Commercial Offer must be given in a sealed envelope and must contain the following:-

- (a) Commercial details as per Annexure D.

It must give all the relevant price information and should not contradict the technical offer in any manner. The Price Schedule (PS) must be filled in completely, without any errors, erasures or alterations. However each item should be quoted in a separate sealed envelope super scribed with following information.

Please note that the price quoted should be all inclusive- (i.e. inclusive of all taxes and levies and with three years warranty.)

1. Type of Offer
- 2..Name of the Vendor.....

All such item wise Commercial Envelopes should be put and sealed in a single envelope marked as "**Commercial Envelope**" Tender should quote only all-inclusive Price inclusive of Supply, Installation and 3 Years Warranty taxes etc.

ENVELOPE-III (Application Fee):

An application fee of Rs.1000/- (Rupees one thousand only) (non refundable) in the form of crossed demand draft in favour of 'Securities and Exchange Board of India' payable at Mumbai shall be **submitted in a separate envelope**.

The Offer should be submitted to

Securities and Exchange Board of India (SEBI)
Information Technology Dept.
SEBI Bhawan
5th Floor B Wing
C-4 A G Block,
Bandra Kurla Complex,
Bandra (E) Mumbai : 400 051

11. Last date

The sealed quotations shall be in conformity with the specifications given in [Annexure A](#) should reach us on or before **5:00 PM on April 18, 2011** .

Quotations received after the due date and/or not submitted in the prescribed formats or in the prescribed manner, incomplete in any respect or not accompanied by prescribed documents are liable to be rejected

Vendor will be responsible to ensure that the quotations reaches the above address on or before the due date and time.

12.Signing of Tender Offers

The Tender Offer shall be typed or written in ink and shall be signed by the vendor or a person duly authorized in writing to bind the vendor to the Contract. All pages of the Tender Offer, except for unamended printed literature, shall be initialed by the person or persons signing the Tender Offer. The Tender Offer shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the vendor, in which case such corrections shall be initialed by the person or persons signing the offer.

14. Delivery:

The vendor should indicate the delivery time in their technical offer document.

15. Technical Documentation (Product Brochures, leaflets, manuals etc) as at Annexure A. All products quoted should be associated with specific model

numbers and names and printed literature describing the configuration and functionality.

16. Right to Alter Items.

A) The Purchaser reserves the right to delete items from the Schedule of Requirements specified in the tender.

B) The Purchaser reserves the right to vary specifications of any items.

17. Purchaser's Right to Accept Any Offer and to Reject Any or All Offers

The Purchaser reserves the right to accept or reject any tender offer, and to annul the tendering process and reject all tenders at any time prior to award of contract, without thereby incurring any liability towards the affected vendor(s) or any obligation to inform the affected vendors(s) of the grounds for the purchaser's action.

18. Vendors to produce the system for Demo.

Vendors should produce a system, with all the specification and features as specified in the technical specification, for demo. If any vendor fails to produce the system for demo/fail to demonstrate the features as per the specification, commercial offers of such vendors would be rejected.

19. Inspection

The purchaser or its representative will carry out inspection to confirm their conformity to the Contract in terms of technical specification, technical details and inspection of internal components. Should any inspected or tested equipment fail to conform to the specifications or it is not as per the purchase order, the purchaser may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet specification requirements free of cost to the purchaser.

20. Payment Terms:

50% payment towards supply will be made by the Indenter against delivery

40% against supply and installation

10% will be paid against submission of Performance Bank Guarantee for the equivalent amount valid for the 3 years warranty period

21. Penalty

Vendor shall have to pay penalty to SEBI @ one percent (1%) per week on the unexecuted value of the order inclusive of all taxes, duties levies etc., per week or part thereof, for late delivery. There shall be an upper ceiling of ten percent of the gross amount (i.e. total order value) for the penalty to be deducted for any orders. The penalty applicable on the entire order amount shall be deducted from the payment amount due after acceptance of the systems. The performance bank guarantee shall be Ten percent of the order value irrespective of the penalties levied.

If delay exceeds more than eight weeks of delivery, SEBI reserves the right to cancel the entire order or part thereof. In case the vendor is unable to complete the delivery of any items ordered, SEBI shall procure the same through other sources and recover the consequent costs and damages from the vendor.

Staggered delivery as specified shall be permitted and partial payments shall be made for lots delivered as per such deliveries. SEBI may ask for staggered delivery of any products of any services. In such a case, liquidated damages shall not be applicable for such products or services, provided the schedule requested is adhered to.

Necessary taxes, if applicable would be deducted from the payment.

22. Performance Guarantee

The performance bank guarantee for an amount of 10% of the contract value, valid for 3 years after the date of Installation and Commissioning, in the format specified, must be submitted by the vendor

This Performance Bank Guarantee is for the entire order to maintain an uptime / continuous high availability of the system / equipments provided, of 99.99% for 12 hours and 6days of the week during the office timing. In case of shortfall in the uptime/ continuous high availability, vendor shall be penalised on pro-rata basis on the guaranteed amount.

23. Warranty

The Vendor provides comprehensive on site warranty for a period of Three year from the date of installation and commissioning and acceptance of equipment by SEBI.

The Vendor shall be fully responsible for the manufacturer's warranty for all equipment, accessories, spare parts etc. against any defects arising from design, material, manufacturing, workmanship, or any act or omission of the manufacturer / Vendor or any defect that may develop under normal use of supplied equipment during the warranty period.

24. Maintenance

As a part of maintenance strategy, vendor shall provide one or more resident engineer for SEBI during the period of warranty. The resident engineer should have sufficient technical qualification and experience to handle hardware/software issues that may arise during the usage of system.

The vendors shall furnish the details of their local centers at all the locations of SEBI and shall deploy only trained service personnel to resolve the issues which may arise.

Maximum time to repair a reported break down should be twenty four hours. Time for this purpose shall be measured as interval between the time of reporting the problem and the time when the problem is fully solved making the faulty components/functions fully operational.

However, in the event of prolonged delay for repairing, an equivalent standby product shall be provided till such time the problem is fully solved. Vendor shall arrange an equivalent networking product during such breakdowns, if SEBI so desires.

Vendor shall not be responsible for damage to the systems due to external circumstances such as earthquakes, floods, fires, riots, electrical anomalies, as well as rats cutting etc.

Vendor shall ensure a monthly visit to SEBI, of a person of designation of Area Manager on monthly basis. During the implementation stage, vendor shall depute Networking engineers on daily basis for attending to the networking complaints related to the hardware and software components.

Even if the goods are shifted to any other location of SEBI during the warranty period, the warranty should continue.

26. Uptime Guarantee

Vendor shall have to guarantee a continuous high availability of the all the equipments supplied by them and should achieve 99.99% uptime on 12 hours / 6 days a week basis (9.00 am to 9.00 pm).

In case of failure occurs during the warranty period and the same has not been set right by the vendor within 6 hours from the time of intimation to the Vendor, the warranty period will also be extended proportionately.

27. Spares

Vendor shall maintain the sufficient Spares as mutually agreed, for maintaining required uptime guarantee.

28. Training

Vendor shall provide basic training free of charge for SEBI end users, whenever required to so by SEBI.

29. Indemnity

Vendor shall indemnify, protect and save the Purchaser and/or Indenter(s) against all claims, losses, costs damages, expenses, action suits and other proceeding, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respects of all the hardware and software supplied by him.

30. Publicity

Any publicity by the Vendor in which the name of the Purchaser and/or indenter is to be used should be done only with the explicit written permission of the Purchaser.

31. Force Majeure

Should either party be prevented from performing any of its obligations under this proposal by reason of any cause beyond its reasonable control, the time for performance shall be extended until the operation or such cause has ceased, provided the party

affected gives prompt notice to the other of any such factors or inability to perform, resumes performance as soon as such factors disappear or are circumvented. If under this clause either party is excused performance of any obligation for a continuous period of ninety (90) days, then the other party may at any time hereafter while such performance continues to be excused, terminate this agreement without liability, by notice in writing to the other.

32. Arbitration

In the event of a dispute or difference of any nature whatsoever between SEBI and the vendor during the course of the assignment arising as a result of this proposal, the same shall be referred for arbitration to a Panel of Arbitrators. This board shall be constituted prior to the commencement of the arbitration and shall comprise two arbitrators and an umpire. SEBI and Vendor shall each nominate an arbitrator to the Board and these arbitrators shall appoint the umpire. Arbitration shall be carried out at SEBI's Mumbai Office and as per extant laws.

33. Jurisdiction

The jurisdiction for the purpose of settlement of any dispute of differences whatsoever in respect of or relating to or arising out of or in any way touching this contract or the terms and conditions thereof or the construction and/or interpretation thereof shall be that of the appropriate court in Mumbai. The jurisdiction of any other court in any place other than Mumbai is specifically excluded.

34. Confidentiality

The vendor shall keep confidential any information obtained under the contract and shall not divulge the same to any third party. In case of non-compliance of the confidentiality agreement, the contract is liable to be repudiated by SEBI. SEBI shall further have the right to regulate vendor staff.

The vendor shall not divulge to any person handling other divisions, subsidiaries or groups of vendor. and its service support agency any information obtained by it in the course of its execution of its work and all the information gathered by the vendor shall be treated as professional communication and confidential. Any violation of this clause, shall be liable to cancellation of the contract and invoking the bank guarantee without notice to the vendor.

35. Standards

All standards to be followed shall adhere to Bureau of Indian Standards (BIS) specifications or other acceptable standards like ANSI, IEEE, ISPO, X/open etc....