



SECURITIES AND EXCHANGE BOARD OF INDIA

REQUEST FOR PROPOSAL

FOR

Supply of compatible toner cartridges and maintenance of printers across all SEBI offices on “No Buy/Rental – Pay only for Cartridge” scheme with “No Minimum Commitment for printing volume”

RFP no. SEBI/ITD/ITD/RFP/PRINTER/2020/11/01

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Disclaimer & Disclosures

- a) The information contained in this Request for Proposal (“RFP / Bid Document”) or information provided subsequently to bidder(s) or vendor(s) in documentary form by or on behalf of SEBI, is provided to the bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided. All communication with regard to RFP will be in written format only.
- b) The information in this RFP is to facilitate the Bidders to propose suitable, cost effective solution. However, Bidders are required to make their own inquiries and will be required to confirm that they have done so and they do not rely only on the information provided by SEBI in submitting response to the RFP document. The information is provided on the basis that it is non-binding on SEBI or any of its authorities, agencies, officers, employees, agents or advisers. SEBI reserves the right not to proceed with the Project or to change the configuration of the Project, to alter the time table reflected in this document or to change the process or procedure to be applied. No reimbursement of cost of any type will be paid to persons or entities participating in the process.
- c) Any product name / function used in this document are meant to be generic and do not refer to the product of any particular company. In case such proprietary terms have been inadvertently mentioned then such terms should be taken to refer to the generic technology (ies). Bidders with industry standard equivalent product name / function under any other name will also be eligible to submit their bids.
- d) This RFP document is not an agreement and is neither an offer. The purpose of this RFP is to provide applicants who are short listed to submit the bids (“Bidders”) with information to assist them in formulation of their proposals (“Bids”). This RFP does not claim to contain all the information each Bidder may require. Each Bidder may conduct its own independent investigations and analysis and is free to check the accuracy, reliability and completeness of the information in this RFP. SEBI makes no representation or warranty, express or implied, and shall incur no liability whatsoever under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. SEBI may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.
- e) SEBI reserves the right to reject any or all the responses to the RFP. Bids received in response to this RFP at any stage without assigning any reason whatsoever and without being liable for any loss/injury that Bidder might suffer due to such reason. The decision of SEBI shall be final, conclusive and binding to all the parties directly or indirectly connected with the bidding process.
- f) It may be noted that notice regarding corrigenda, addendum, amendments, time-extensions, clarifications, response to bidders’ queries etc., if any to RFP, will not be published through any advertisement in newspapers or any other media. The same shall be communicated to the shortlisted bidders through email/SEBI website.

DEFINITIONS

“Acceptance” means SEBI’s written certification that the Systems (or a specific part thereof) installed have been tested and verified as complete and fully operational in accordance with the acceptance details, as specified in this RFP;

"Acceptance Certificate" means certificate issued by SEBI only after clearance of all outstanding issues relating to Acceptance;

"Acceptance Test" or "Acceptance Testing" means the testing of the Systems (or a specific part thereof) installed to verify if the Systems are complete and fully operational in accordance with the Acceptance.

“Agreement” means the agreement entered into between the SEBI and the Solution Partner, as recorded and signed by the parties, including all attachments and annexure thereto and all documents incorporated by reference therein;

“Application Software” means business or technical software, either packaged or custom-developed using Standard Software, formulated to interface with the users of the data processing system;

"Annual Maintenance Contract" means the annual contract governing the maintenance of the Solution provided by the Solution Partner, after the Warranty Period;

“Business Day” means day on which SEBI conducts regular business;

"Computer" means any electronic magnetic, optical or other high-speed data processing device or system which performs logical, arithmetic, and memory functions by manipulations of electronic, magnetic or optical impulses, and includes all input, output, processing, storage, computer software, or communication facilities which are connected or related to the computer in a computer system or computer network;

“Custom Software” means the software specifically and exclusively developed by the Solution Partner for SEBI in terms of this RFP and includes any modifications made thereto from time to time;

“Day” means calendar day;

“Data” means a representation of information, knowledge, facts, concepts or instructions which are being prepared or have been prepared in a formalised manner, and is intended to be processed, is being processed or has been processed in a computer system or computer network, and may be in any form (including computer printouts magnetic or optical storage media, punched cards, punched tapes) or stored internally in the memory of the computer;

"Data Centre" means such place designated by SEBI as a server room for hosting the solution proposed by Solution Partner.

“Deliverable” means the Solution provided by the Solution Partner of the tasks stated in the Project Plan;

“Effective Date” means the date on which the Agreement is executed by the parties;

“Expert Committee” means and comprise of independent experts in the field of information technology and finance as appointed by the parties within 2 (two) weeks from Effective Date;

"Final Acceptance" means and includes successful implementation of all components of the Solution, submission of test results as per Acceptance Test Plan and SEBI shall thereafter certify to the Solution Partner in writing SEBI's Acceptance of the Systems and warranty will apply only after such final acceptance;

“Final Destination” means specific “Location” as finalized by SEBI for the delivery & Installation of the goods or products under the RFP

“Force Majeure” means a circumstance beyond the reasonable control of a party which results in that party being unable to observe or perform on time an obligation under this RFP. These circumstances include:

- (i) acts of God, lightning, earthquakes, floods, storms, explosions, fires and any natural disaster;
- (ii) acts of war, acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage and revolution;

“Go-Live Date” means the date on which SEBI first uses the System after Final Acceptance in actual production;

“Goods” or **"Products”** means all of the equipment, software including third party software, if any, supplies and consumable items that Solution Partner is required to supply, deliver, install and operationalise or provide under this RFP, including the associated documentation thereof;

"Information" includes data, text, images, sound, voice, codes, computer programmes, software and databases or micro film or computer generated micro fiche;

“Systems” means all of the products and services to be supplied, delivered, installed, integrated and made operational, together with the services to be delivered by the Solution Partner under this RFP for the purpose, as specified therein;

“Intellectual Property Rights” means any and all copyright, moral rights, trademark, patent, and other intellectual and proprietary rights, title and interests, world-wide, whether vested, contingent or future, including without limitation all economic rights and all exclusive rights to reproduce, fix, adapt, modify, translate, create derivative works from, manufacture, introduce into circulation, publish, distribute, sell, license, sublicense, transfer, rent, lease, transmit or provide access electronically, broadcast, display, enter into computer memory, or otherwise use any portion or copy, in whole or in part, in any form, directly or indirectly, or to authorize or assign others to do so;

“Implementation Period” means the period till the final user acceptance test as per the Project Plan;

“Installation” means Solution Partner’s written notification indicating that the Systems (or a specific part thereof) have been installed by the Solution Partner in accordance with the RFP requirements and the Project Plan, and are ready for Acceptance;

“Location” means the premises in India occupied by SEBI from time to time for the purposes of its operations or as otherwise notified to the Solution Partner in writing from time to time;

“Milestone” means the stages designated by the Solution Partner for achieving the task set out in the Project Plan;

“Party” or **“Parties”** means SEBI and the Solution Partner under the Agreement;

“Performance Bank Guarantee” means the bank guarantee to be provided by the Solution Partner to SEBI for due performance as per this RFP;

“Price” or **“Consideration”** means the price payable to the Solution Partner by SEBI under this RFP for the full and proper performance of contractual obligations;

“Project” means the installation, testing and operationalisation of the Solution to be provided by the Solution Partner in terms of this RFP;

“Project Plan” means the schedule of task to be carried out and completed by the Solution Partner on the various scheduled dates and to be duly approved by SEBI from time to time;

“Project Manager” means the full time personnel(s) designated by the Solution Partner and SEBI and who shall be single point of contact in the matter connected with the Project;

“Services” means those services associated with the supply, delivery, installation and operationalisation of the Systems;

“Software” means instructions that cause data processing systems to perform or execute specific operations;

“Source Code” means the database structures, dictionaries, definitions, program source files and any other representations necessary for the compilation, execution and subsequent maintenance of the custom and/or application software;

“Standard Software” means system and general purpose software;

- (a) **“system software”** includes the operating system, communications system and network management and utility software;
- (b) **“general purpose software”** includes word-processing, spreadsheet, and generic database management and application development software;

“Subcontractor” means any person or his legal representatives, his personnel to whom part of this contract has been sublet by the Solution Partner after written consent of SEBI;

“Upgrades” means revision of a software product or a system software or repair/replacement of a manufacturing hardware component like memory, hard disk, CPU as available in the Original Equipment Manufacturer (**“OEM”**) agreement of warranty and AMC;

"Updates" means bug-fixes in a software product or a system software or repair/replacements of a manufacturing hardware components like memory, hard disk, CPU as available in the OEM agreement or warranty and AMC;

"Warranty/Contract Period" is the *three years* period specified in this RFP, following the Acceptance of the entire Solution during which the Solution Partner's warranty obligations in respect of the supplied System are in force.

LIST OF ABBREVIATIONS/ACRONYMS

Abbreviation	Full Form
AMC	ANNUAL MAINTENANCE CONTRACT
CD	COMPACT DISC
PDSL	CENTRAL DEPOSITORY SERVICES LIMITED
DC	DATA CENTER
EMD	EARNEST MONEY DEPOSIT
ITD	INFORMATION TECHNOLOGY DEPARTMENT
MSA	MASTER SERVICE AGREEMENT
NA	NOT AVAILABLE
NDA	NON DISCLOSURE AGREEMENT
NPV	NET PRESENT VALUE
OEM	ORIGINAL EQUIPMENT MANUFACTURER
POC	PROOF OF CONCEPT
PR	PRIMARY SITE
RFP	REQUEST FOR PROPOSAL
SEBI	SECURITIES AND EXCHANGE BOARD OF INDIA
SI	SOLUTION PARTNER
SLA	SERVICE LEVEL AGREEMENT
TCO	TOTAL COST OF OWNERSHIP
PD	PEN DRIVE
<i>BIS</i>	<i>Bureau of Indian Standards</i>
<i>BKC</i>	<i>Bandra Kurla Complex</i>
<i>CGM</i>	<i>Chief General Manager</i>
<i>CV</i>	<i>Curriculum Vitae</i>
<i>ED</i>	<i>Executive Director</i>
<i>EMD</i>	<i>Earnest Money Deposit</i>
<i>ERO</i>	<i>Eastern Regional Office</i>
<i>EULA</i>	<i>End User License Agreement</i>
<i>HO</i>	<i>Head Office</i>
<i>IFSC</i>	<i>Indian Financial System Code</i>
<i>ITD</i>	<i>Information Technology Department</i>
<i>IP</i>	<i>Internet Protocol</i>
<i>IPR</i>	<i>Intellectual Property Rights</i>
<i>ISO</i>	<i>International Organization for Standardization</i>
<i>LAN</i>	<i>Local Area Network</i>
<i>LD</i>	<i>Liquidated Damages</i>
<i>LO</i>	<i>Local Office</i>
<i>MFD</i>	<i>Multi Functioning Devices</i>
<i>MSA</i>	<i>Master Service Agreement</i>
<i>NDA</i>	<i>Non-Disclosure Agreement</i>
<i>NRO</i>	<i>North Regional Office</i>

<i>OEM</i>	<i>Original Equipment Manufacturer</i>
<i>PBG</i>	<i>Performance Bank Guarantee</i>
<i>PM</i>	<i>Program Manager</i>
<i>PO</i>	<i>Purchase Order</i>
<i>RE</i>	<i>Resident Engineer</i>
<i>RFP</i>	<i>Request for Proposal</i>
<i>RO</i>	<i>Regional Office</i>
<i>ROHS</i>	<i>Restriction of Hazardous Substances</i>
<i>SEBI</i>	<i>Securities and Exchange Board of India</i>
<i>SLA</i>	<i>Service Level Agreement</i>
<i>SOP</i>	<i>Standard Operating Procedure</i>
<i>SPOC</i>	<i>Single Point of Contact</i>
<i>SRO</i>	<i>Southern Regional Office</i>
<i>TDS</i>	<i>Tax Deducted at Source</i>
<i>UAT</i>	<i>User Acceptance Testing</i>
<i>WAN</i>	<i>Wireless Area Network</i>
<i>WRO</i>	<i>Western Regional Office</i>
<i>WTM</i>	<i>Whole Time Member</i>

1. Request for Proposal Process

1.1. Fact Sheet

Clause Reference	Topic
3.4	The method of selection is Lowest Cost Based Selection.
-	RFP can be downloaded from www.sebi.gov.in and www.eprocure.gov.in .
1.6.2	EMD of Rs. <u>1,20,000/- (Rupees One Lakh Twenty Thousand Only)</u> in the form of Demand Draft OR Bankers Cheque OR bank guarantee in favour of “Securities and Exchange Board of India”: Payable at Mumbai.
1.5	<p>A pre-bid meeting will be held on <u>December 01, 2020, at SEBI</u>.</p> <p>The name, address, and telephone numbers of the nodal officer is:</p> <p>Shri Satish N Shinde Assistant General Manager SEBI, SEBI Bhavan, Plot No. C4-A, “G Block” +91-22-40459644 satishs@sebi.gov.in</p> <p>All queries should be received on or before <u>November 26, 2020; 4:00 PM for receiving pre bid queries</u>, through email.</p>
1.6.3.q	Taxes: As applicable
1.7.3	Proposals must remain valid for 120 days after the submission date, i.e., until: <u>April 15, 2021</u>
1.6.3.b	<p>Bidders must submit:</p> <ul style="list-style-type: none">• An original along with one copy in a non-editable CD/DVD/HDD/Pen Drive for technical proposal along with signed copy of this RFP in acceptance of all clauses of RFP.• One original along with one copy in a non-editable CD/DVD/HDD/Pen Drive for commercial proposal.• EMD.
1.7.2	<p>The proposal submission address is:</p> <p><i>Chief General Manager - ITD Securities and Exchange Board of India SEBI Bhavan,</i></p>

	Plot No. C4-A, “G Block” <i>Bandra Kurla Complex</i> <i>Bandra (East) - 400 051</i> <i>India</i>
1.7.2	Proposals must be submitted no later than the following date and time <u><i>December 15, 2020;04:00 PM</i></u>
Tenure Of the Agreement	<i>The period of contract will be 3 (three) years (effective for a period of Three years from the date of installation, deployment and acceptance of the last printer across SEBI offices as per the printer count mentioned in purchase order issued to the successful bidder)</i>

1.2. Request for Proposal

Sealed tenders are invited from shortlisted bidders for *delivery, installation, Commissioning and maintenance of supply of compatible toner cartridges and maintenance of printers across all SEBI offices on “No Buy/Rental – Pay only for Cartridge” scheme with “No Minimum Commitment for printing volume”* Address of all office Locations are given at Appendix XIV. The responses from RFP will be entertained to only bidders who submit bids as per term of this RFP. The details of requirement of location wise Printers deployment are mentioned in section 2.1 and any new upcoming offices of SEBI.

1.3. Structure of the RFP

This RFP document is for “**supply of compatible toner cartridges and maintenance of printers across all SEBI offices**” on “**No Buy/Rental – Pay only for Cartridge**” scheme with “**No Minimum Commitment for printing volume**”. The details of addresses of all SEBI offices are given at “**Appendix XIV**”.

1.4. Instructions to Bidders

1.4.1. General

- a. While every effort has been made to provide comprehensive and accurate background information, requirements and specifications, Bidders must form their own conclusions about the solution needed to meet the requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.
- b. All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by SEBI based on this RFP.
- c. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of SEBI. Any notification

of preferred Bidder status by SEBI shall not give rise to any enforceable rights by the Bidder. SEBI may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of SEBI.

- d. This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.
- e. The RFP will be issued to the eligible shortlisted bidders. SEBI reserves the right to change the requirements. Any changes made subsequently will be communicated to all the shortlisted bidders. Hence before submitting bids, bidder must ensure that such clarifications/changes have been considered by them. SEBI will not have any responsibility in case some omission is done by any bidder.
- f. Each page of the technical as well as commercial bid and any supplementary document attached, should have the signature and the seal of an authorized person. In case of electronic submission, the documents should be digitally signed.
- g. All the information/documents sought through the RFP should be provided. Incomplete information/documents may lead to rejection.
- h. SEBI shall not be responsible for non-receipt/non-delivery of bid documents due to any reason.
- i. The response to the RFP should be in English only.
- j. All prices should be quoted in Indian Rupees only.
- k. Notwithstanding anything contained herein above, in case of any dispute, claim and legal action arising out of this RFP, the parties shall be subject to the jurisdiction of courts at Mumbai, Maharashtra, India only.

1.4.2. Compliant Proposals / Completeness of Response

- a. Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b. Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
 - i. Include all documentation specified in this RFP;
 - ii. Follow the format of this RFP and respond to each element in the order as set out in this RFP;
 - iii. Comply with all requirements as set out within this RFP.

1.4.3. Code of Integrity

No official of SEBI or a bidder shall act in contravention of the codes which includes-

- a. prohibition of
 - i. making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.

- ii. Any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained, or an obligation avoided.
- iii. Any collusion, bid rigging or anticompetitive behaviour that may impair the transparency, fairness and the progress of the procurement process.
- iv. Improper use of information provided by SEBI to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
- iv. Any financial or business transactions between the bidder and any official of SEBI related to tender or execution process of contract; which can affect the decision of SEBI directly or indirectly.
- v. Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
- vi. Obstruction of any investigation or auditing of a procurement process.
- vii. making false declaration or providing false information for participation in a tender process or to secure a contract;
- b. Disclosure of conflict of interest.
- c. Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause (a) with any entity in any country during the last three years or of being debarred by any other procuring entity.

In case of any reported violations, SEBI, after giving a reasonable opportunity of being heard, concludes that a bidder, as the case may be, has contravened the code of integrity, may take appropriate measures.

1.5. Pre-Bid Meeting & Clarifications

1.5.1. Pre-bid Conference

- a. SEBI shall hold a pre-bid meeting with the Bidders on December 01, 2020;11:30 AM at SEBI Bhavan, Bandra Kurla Complex, Bandra East, Mumbai - 400051.
- b. The Bidders will have to ensure that their queries for pre-bid meeting should reach at sebiprnter@sebi.gov.in on or before November 26, 2020;4:00PM for receiving Pre-Bid Queries.
- c. The queries should necessarily be submitted in the following format:

Bidder Name :					
Contact Person :					
Contact no / Email id:					
SN	RFP Section No.	RFP Page No	RFP Clause no.	Existing Clause Details	Clarification Sought

- d. SEBI shall not be responsible for ensuring that the Bidders' queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by SEBI.

1.5.2. Responses to Pre-Bid Queries and Issue of Corrigendum

- a. The Nodal Officer notified by SEBI will endeavour to provide timely response to all queries. However, SEBI makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does SEBI undertake to answer all the queries that have been posed by the Bidders.
- b. At any time prior to the last date for receipt of bids, SEBI may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
- c. The corrigendum (if any) & clarifications to the queries from all Bidders will be emailed to all participants of the pre-bid conference.
- d. Any such corrigendum shall be deemed to be incorporated into this RFP.
- e. In order to provide prospective Bidders reasonable time for taking the corrigendum into account or for any other reasons at it deems fit, SEBI may, at its discretion, extend the last date for the receipt of Proposals.

1.6. Key Instructions of the Bid

1.6.1. Right to Terminate the Process

- a. SEBI may terminate the RFP process at any time and without assigning any reason. SEBI makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- b. This RFP does not constitute an offer by SEBI. The Bidder's participation in this process may result SEBI selecting the Bidder to engage towards execution of the subsequent contract.

1.6.2. Earnest Money Deposit (EMD)/ Bid Security

- a. Bidders¹ shall submit, along with their Proposals, an EMD of Rs. 1,20,000/- (Rupees One Lakh Twenty Thousand only), in the form of a demand draft OR Bankers Cheque OR bank guarantee (Appendix I Form 13). The payment transfer related information is as follows:
 - i. Demand Draft/Banker cheque in favour of “Securities and Exchange Board of India”: Payable at Mumbai.
- b. EMD of all unsuccessful Bidders would be refunded by SEBI not later than 30 days of awarding of contract to the selected bidder. The EMD, for the amount mentioned above, of successful Bidder would be returned upon submission of Performance Bank Guarantee as per the format provided in Appendix VIII.
- c. The EMD amount is interest free and will be refundable to the unsuccessful Bidders without any accrued interest on it.
- d. Proposals not accompanied with the EMD or containing EMD with infirmity (ies) (relating to the amount or validity period etc.), mentioned above, shall be summarily rejected.
- e. The EMD may be forfeited in the event of:
 - A Bidder withdrawing its bid during the period of bid validity.

¹ except for specific class of Bidders exempted under GFR

- A successful Bidder fails to sign the subsequent contract in accordance with this RFP.
- The Bidder being found to have indulged in any suppression of facts, furnishing of fraudulent statement, misconduct, or other dishonest or other ethically improper activity, in relation to this RFP.
- A Proposal contains deviations, conditional offers and partial offers.

1.6.3. Submission of Proposals/ Guidelines for Bidders

- a. The Bidders should ensure that all assumptions/clarifications required are clarified before the conclusion of pre-bid meeting. Any bids with words/phrases such as (but not limited to) “assumption”, “it is understood that”, “conditional offer” may be subjected to rejection at any stage of evaluation.
- b. Bidders should submit their responses as per the formats given in this RFP in the following manner:
 - i. Technical Proposal - (1 original + 1 CD/DVD/HDD/USB Drive) in one envelope
 - ii. Commercial Proposal - (1 original + 1 CD/DVD/HDD/USB Drive) in second envelope
 - iii. EMD in third envelope

In case of electronic submission, the documents should be digitally signed.

- c. The Bidder’s Proposal in response to technical and commercial evaluation (as mentioned in previous paragraph) should be covered in separate sealed envelopes super scribing "Technical Proposal for *supply of compatible toner cartridges and maintenance of printers across all SEBI offices* " and “Commercial Proposal for *supply of compatible toner cartridges and maintenance of printers at all SEBI offices*” and “EMD for supply of compatible toner cartridges and maintenance of printers across all SEBI offices”. Each copy of the Proposal should also be marked as "*Original*" OR "*Copy*" as the case may be.
- d. Please note that prices should not be indicated in the technical proposal but should only be indicated in the commercial proposal. However, a masked bill of material masking the price information be provided along with the technical proposal.
- e. The three envelope containing copies of technical Proposal and commercial Proposal should be put in another single sealed envelope clearly marked “Response to RFP for *supply of compatible toner cartridges and maintenance of printers across all SEBI offices* and the wordings “DO NOT OPEN BEFORE *Bid Opening Date*”.
- f. The outer envelope thus prepared should also indicate clearly the name, address, telephone number and E-mail ID of the Bidder to enable the Bid to be returned unopened in case it is found to be received after the time and date of Proposal submission prescribed herein.
- g. All the pages of the Proposal must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bidder’s Proposal.

- h. The original Proposal shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidder itself. Any such corrections must be initialled by the authorized signatory of the Bidder.
- i. All pages of the bid shall be initialled and stamped by the authorized signatory of the Bidder.
- j. The Bidder must submit a certificate of undertaking on its official letter-head duly signed by its authorized signatory confirming the acceptance of all the terms & conditions contained in and spread throughout this Bid Document.
- k. Decision as to any arithmetical error, manifest or otherwise in the response to Bid Document shall be decided at the sole discretion of SEBI and shall be binding on the Bidder. Any decision of SEBI in this regard shall be final, conclusive and binding on the Bidder.
- l. Bidder must ensure that the information furnished by him in respective CD/DVD/HDD/USB Drive is identical to that submitted by him in the original paper bid document. In case of any discrepancy observed by SEBI in the contents of the CD/DVD/HDD/USB Drive and original paper bid documents, the information furnished on original paper bid document will prevail over the soft copy.
- m. Bidder should be a legal entity and financially solvent. Bidder must warrant that no legal action is pending against them in any legal jurisdiction which affects its ability to deliver the RFP requirements.
- n. SEBI reserves the right to re-issue/re-commence the entire bid process in case of any anomaly, irregularity or discrepancy in regard thereof. Any decision of SEBI in this regard shall be final, conclusive and binding on the Bidder.
- o. Modification to the RFP, if any, will be made available as an addendum on SEBI's website/will be emailed to bidder.
- p. ~~–this clause not applicable Successful Bidder would sign along with the Contract Form and other forms contained in the Bid Document, the Non Disclosure Agreement (NDA) if applicable for the project with SEBI, to protect any shared sensitive information/data.~~
- q. Prices quoted should be exclusive of GST. The taxes will be payable at applicable rates at the time of raising the invoice.
- r. Prices quoted must be firm till the completion of the contract including Warranty & Support, and AMC period.
- s. The Bid Price quoted is to be written in words as well as figures and in case of discrepancies between the price written in words and price written in figures, the price written in words shall be considered to be correct.
- t. SEBI's decision in respect to evaluation methodology and short-listing Bidders will be final and no claims whatsoever in this respect will be entertained.
- u. The bidders should have back to back support and service agreements with OEM's for all the components of *Supply of compatible toner cartridges and maintenance of printers across all SEBI offices* where applicable during Warranty & Support, and AMC period. A letter from the OEM should be submitted in this regard as part

- of response to RFP.
- v. Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned unopened.
 - w. The bids shall be submitted strictly in accordance to clause 1.7.2. Submission through any other means such as e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
 - x. SEBI shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.
 - y. The bidder understands that if at any stage, information provided by the bidder /OEMs is found to be inaccurate, SEBI may, at its discretion, disqualify the bidder and/or OEMs.
 - z. The bidder will provide demonstration of products, arrange lab visit, site visit or POC if required by SEBI during technical evaluation of the product to cross check functionalities. The bidder/OEMs will ensure the availability of necessary environment in all aspects for SEBI's verification process.
 - aa. The bidder understands that SEBI retains the right to ask to demonstrate certain scenarios, details of which will not be provided in advance, the right to reject the offer at any stage of the process without assigning any reasons and SEBI will not be liable to pay any costs incurred by the vendor during technical verification process.
 - bb. The bidder understands that the Intellectual Property Rights for all the solutions designed for *Supply of compatible toner cartridges and maintenance of printers across all SEBI offices* will rest solely with SEBI and no claims will be made in this regard by the bidder and OEMs.
 - cc. The bidder accepts to follow all the clauses, terms and conditions as set in the RFP document.
 - dd. SEBI reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments.
 - ee. ~~**Clause not applicable for this order - For RFP with estimated cost more than Rs. 2 Crore** The Bidder shall also submit INTEGRITY PACT along with technical proposal (**Appendix I – Form 2**) duly signed by the Bidder on each page and witnessed by two persons. The agreement shall be stamped as applicable in the State where it is executed. Bid submitted without PRE-CONTRACT INTEGRITY PACT, as per the format provided in the RFP, shall not be considered.~~

1.6.4. Bidder's Authorized Signatory

A Proposal should be accompanied by an appropriate board resolution or power of attorney in the name of an authorized signatory of the Bidder stating that (s)he is authorized to execute documents and to undertake any activity associated with the Bidder's Proposal.

1.7. Preparation and Submission of Proposals

1.7.1. Proposal Preparation Costs

The Bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by SEBI to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process. SEBI will in no event be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

1.7.2. Venue & Deadline for Submission of Proposals

Proposals, in its complete form in all respects as specified in the RFP, must be submitted to SEBI at the address specified below on or before 4 PM on December 15, 2020 :

Chief General Manager - ITD
Securities and Exchange Board of India
SEBI Bhavan,
Plot No. C4-A, "G Block"
Bandra Kurla Complex
Bandra (East) - 400 051
India

1.7.3. Proposal Validity

The offer submitted by the Bidders should be valid for minimum period of 120 days from the date of submission of the Proposal.

1.7.4. Proposal Opening

The Proposals submitted before deadline will be opened at December 17, 2020 at 03:00 PM by the Bid Opening Committee authorized by SEBI, in the presence of the Bidder's representatives who may be present at the time of opening.

The representatives of the Bidders are advised to carry an identity card or a letter of authority from the Bidding entity to identify their bona fide for attending the opening of the Proposal.

1.7.5. Proposal Evaluation

- a. Initial Proposal scrutiny will be held to confirm that Proposals do not suffer from the infirmities detailed below. Proposals will be treated as non-responsive, if a Proposal is found to have been:

- submitted in manner not conforming with the manner specified in the RFP document
- Submitted without appropriate EMD as prescribed herein
- received without the appropriate power of attorney or letter of authority
- containing subjective/incomplete information
- submitted without the documents requested in the checklist
- non-compliant with any of the clauses stipulated in the RFP
- having less than the prescribed validity period

The EMD of all non-responsive bids shall be returned to the bidders.

- b. All responsive Bids will be considered for further processing as below. SEBI will prepare a list of responsive Bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by a Committee according to the Evaluation process defined in this RFP document. The decision of the Committee will be binding, final and conclusive in this regard.

1.8. Terms and Conditions of this RFP

1.8.1. Award Criteria

SEBI will award the Contract to the L1 Bidder as per the process outlined in Section 3.

1.8.2. Information Provided

The Request for Proposal document contains statements derived from information that is believed to be relevant at the date but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or agreement with SEBI. Neither SEBI nor any of its employees, contractors, and advisors gives any representation or warranty, expressed or implied, as to the accuracy or completeness of any information or statement given or made in this document. Neither SEBI nor any of its employees, contractors, and advisors has carried out or will carry out an independent audit or verification exercise in relation to the contents of any part of the document.

1.8.3. Errors and Omissions

Each Recipient should notify SEBI of any error, omission, or discrepancy found in this RFP document, if any.

1.8.4. Eligible Goods

The Bidder shall demonstrate their right to sell, license or distribute the software proposed in response to this RFP. In case of contractual arrangements, it will be the sole responsibility of the Bidder to make all necessary contractual arrangements across all

components of the solution. Bidders shall also be responsible for obtaining all necessary export permits, if applicable, for the products and services to be supplied.

1.8.5. Partnership / Collaboration

If the Bidder is working on a joint venture/collaboration/consortium, the details of the same along with the responsibilities of the partners shall be mentioned. However, the Bidder shall submit an undertaking letter jointly executed by him/her and his/her collaborator/associate for the satisfactory performance of the project along with the Technical Bid. If the Bidder is offering solutions/products from other Bidders/principals, in response to this RFP, it shall detail the responsibilities of the parties involved and also submit a letter of undertaking from the parties mentioning their consent and assurance for satisfactory performance of the project along with the Technical Bid. The Bidder shall submit a certificate, duly signed by the authorized official, along with the Technical Bid that change in ownership is not anticipated in the proposed period of contract defined during the 'tenure of the agreement'. If such a change is anticipated, the scope and effect thereof shall be defined.

1.8.6. Format and Signing of Bid

The original Bids shall be typed or printed in a clear typeface. Each tender/ RFP response shall be made in the legal name of the Bidder and shall be signed by the Bidder or a person duly authorized to sign on behalf of the Bidder. The Bidder's authorized signatory shall authenticate by sign and seal, each page of the Bid including brochures/pamphlet/write-up etc. Bids with erasure/over writing/cutting are liable to be rejected. If required, the corrections can be made by scoring out entries and writing afresh. The authorized signatory shall authenticate each correction. Wherever certification/undertaking is submitted, the Bidder shall affix signature with name, title/designation and seal in addition to page-wise authentication. The Bidder's signature shall be deemed to imply unqualified acceptance of the Terms and Conditions of RFP.

1.8.7. Notification of Award

The notification of award, subject to contract/ agreement, will be communicated in writing at the address supplied by the Bidder in the tender/RFP response. Any change of address of the Bidder, should therefore be promptly notified to:

Chief General Manager (CGM),
Information Technology Department
Securities and Exchange Board of India
SEBI Bhavan,
Plot No. C4-A, "G Block"
Bandra Kurla Complex
Bandra (East) - 400 051
India

1.8.8. Clause for Purchase Order/Agreement

Signing of Agreement

Subsequent to receipt of valid Performance Guarantee from the successful Bidder, the parties shall enter into a contract, incorporating all clauses, pre-bid clarifications and the proposal of the Bidder, between SEBI and the successful Bidder.

1.8.9. Governing Law and Disputes

The Bid and the Contract/ Agreement resulting there from with the selected Bidder shall be governed in accordance with the Laws of India and will be subject to the exclusive jurisdiction of Courts at Mumbai irrespective of the place of the cause of action and rights and liabilities of the Parties hereto.

All disputes or differences whatsoever arising between SEBI and the Bidders out of meaning and operation or effect of this RFP Document or breach thereof, shall be settled amicably. If, however, the parties, as above, 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, as above. Any appeal will be subject to the exclusive jurisdiction of the courts at Mumbai, India. In such instances, the Bidder shall continue work under the Contract/Agreement during the arbitration proceedings unless otherwise directed in writing by SEBI or unless the matter is such that the work cannot possibly be continued until the decision of the Arbitrator or of the umpire, as the case may be, is obtained. The venue of the arbitration shall be Mumbai, India.

1.8.10. Content and Form of Responses

In order to facilitate evaluation and comparison of bid responses, Bidders must submit their response in the format prescribed herein, failing which their Bid may be eliminated as not being responsive to this RFP document. The bid contains two part viz. Part A - Technical Bid and Part B -Commercial Bid. If the Bidder wants to include any additional information other than those indicated hereunder, the same may be added at the end of Part A by inserting separate sheets without altering SEBI's Technical Bid format.

1.8.11. Consortium /Teaming Arrangement

In case of consortium bid with Bidder, the Bidder must submit a letter from members of the consortium confirming their participation in the bid and agreeing to the conditions of the RFP and agreement to support the project implementation and subsequent Warranty & Support, and AMC period for the project. The letter should clearly specify the Bidder and members of the consortium with their roles, responsibility and authority clearly mentioned. Any change or divergence in the roles or responsibility after the award of contract by the Bidder shall be taken, as non-performance of the contract and

SEBI will have the right to terminate the contract at its discretion, which will result in the forfeiture of EMD. The actual teaming agreement must be provided to SEBI by the time of Commercial Bid Opening. In case there is any divergence from the conditions defined in the RFP, SEBI reserves the right to reject the bid and forfeiture of the EMD.

1.8.12. Labour Laws

1.8.13. Subcontracting

In case, the Bidder wishes to delegate, assign or otherwise arrange for the provision of all or part of the Services to be performed by the agent, contractor, supplier, or vendor of supplier, the Bidder shall explicitly mention the same in its proposal. Bidder is required to submit relevant details of proposed subcontractor as mentioned in the section 3.2.1.

Unless and otherwise specified in the proposal, any form of subcontracting shall not be allowed.

Further, the Bidder should ensure that the extant labour laws are being adhered by the subcontractor.

The Bidder shall remain responsible for obligations, Services and functions performed by subcontractors to the same extent as if such obligations, Services and functions were performed by the Bidder's employees and for purposes of this project, such work shall be deemed work performed by the Bidder. For the avoidance of doubt, Bidder expressly acknowledges and agrees that its obligations under this clause do not relieve or otherwise diminish Bidder's confidentiality, liability and indemnification obligations under this RFP in the event a subcontractor breaches the terms of Bidder's agreement with the subcontractor as contemplated by this clause.

1.8.14. Workmen Safety and Insurance

The Bidder shall alone be fully responsible for safety and security and insurance or life insurance of their personnel (including those of subcontractor) who is working on the project. The Bidder at SEBI's request, shall provide evidence to SEBI showing that such insurance has been taken out and maintained and that the current premiums have been paid. SEBI shall not be liable for any compensation in case of any fatal injury/ death caused to or by any man power while performing/discharging their duties/for inspection or otherwise. The Bidder shall adhere to all the extant labour laws.

1.8.15. Technological Upgrade

Further, the bidder should upgrade equipment with the latest software versions as part of technological up-gradation i.e., equipment OS up-gradation/application up-gradation etc., and timely application of patches (specially security patches), as and when required, without any additional cost so as to deliver the SLA's specified during the

contract period. Bidder will sign up back-to-back contract with the OEM for regular upgrades and updates.

There are instances where to perform such updates/upgrades, it is required to change custom developed application or migrate data from older version to newer version. These will be undertaken through Change Requests Management Framework.

Any required hardware upgrades undertaken by SEBI, version/ software upgrades/updates, patch management etc. will be supported by Bidder for the entire duration of Agreement at no extra cost to SEBI. As part of warranty and support, and subsequent AMC it is expected that all software updates, upgrades, bug fixes etc. would be supplied and supported by bidder to SEBI at no additional cost.

Any hardware upgrade undertaken by SEBI during the tenure of project will not impact the terms of warranty and support.

1.8.16. Right to Accept Any Proposal and To Reject Any or All Proposal(s)

SEBI reserves the right to accept or reject any proposal, and to annul the tendering process/ Public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for SEBI action.

1.8.17. Failure to Agree with the Terms and Conditions of the RFP

Failure of the successful Bidder to agree with the Draft MSA and Terms & Conditions of the RFP shall constitute enough grounds for the annulment of the award, in which event SEBI may award the contract to the next best value Bidder or call for new proposals from the interested Bidders.

In such a case, SEBI shall invoke the PBG/forfeit EMD of the successful Bidder.

1.8.18. Payment Process

- i. The Bidder's requests for payment shall be made to SEBI in writing accompanied by Original Invoice detailing the systems, software delivered, installed and accepted by SEBI.
- ii. The payment after deducting applicable TDS, wherever applicable as may be specified by Government in this behalf, will be released by SEBI. All payments will be made only by electronic transfer of funds either by NEFT or RTGS. The Bidder therefore has to furnish SEBI account number to where the funds have to be transferred for effecting payments.
- iii. Payments as per the schedule given in Section 4.3 will be released only on acceptance of the order and on signing the agreement/contract by the selected

bidder and also on submission of performance bank guarantee in the specified format.

- iv. Payment will be processed only after submission of necessary documents like delivery challan, Installation/commissioning report, SLA reports, etc. duly signed by authorized SEBI person and road permit receipt (if any), accompanied by the Invoice.
- v. The bidder must accept the payment terms and conditions proposed by SEBI. Any deviation from the proposed payment terms would not be accepted. SEBI shall have the right to withhold any payment due to the bidder, in case of delays or defaults on the part of the bidder.
- vi. The Invoices will be raised as per the Milestones mentioned in Section 4.3. It would be the responsibility of the bidder to ensure submission of the invoices, for the setting up of *Supply of compatible toner cartridges and maintenance of printers across all SEBI offices.*
- vii. The price quoted by the bidder should not change due to exchange rate fluctuations, inflation, market conditions, and increase in custom duty. Prices quoted must be firm till the completion of the contract.

1.8.19. Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

- i. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- ii. “Bidder” in para 1.8.18 i. above (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated herein before, including any agency branch or office controlled by such person, participating in a procurement process.
- iii. “Bidder from a country which shares a land border with India” for the purpose of this Order means: –
 - a. An entity incorporated , established or registered in such a country; or
 - b. A subsidiary of an entity incorporated , established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated , established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or

- f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- iv. The beneficial owner for the purpose of (iii) above will be as under:
- 1) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
Explanation-
 - a. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company ;
 - b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements ;
 - 2) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - 3) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together , or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals ;
 - 4) Where no natural person is identified under 1) or 2) or 3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - 5) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- v. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

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

1.9. Fraud and Corrupt Practices

- a. The Bidders/Bidders/Consortium of Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, SEBI shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, SEBI shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidder’s Proposal.
- b. Without prejudice to the rights of SEBI under Clause above and the rights and remedies which SEBI may have under the Agreement, if a Bidder or Systems Integrator Agency, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the execution of the Agreement, such Bidder or Systems Integrator Agency shall not be eligible to participate in any tender or RFP issued by SEBI during a period of 2 (two) years from the date such Bidder or Systems Integrator Agency, as the case may be, is found by SEBI to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- c. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
 - i. “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of SEBI who is or has been associated in any manner, directly or indirectly with the Selection Process or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of SEBI, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein,

engaging in any manner whatsoever, whether during the Selection Process or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of SEBI in relation to any matter concerning the Project;

- ii. “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- iii. “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- iv. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by SEBI with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- v. “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

2. Scope of Work and Deliverable

2.1. Background Information

2.1.1. Project Background

Currently SEBI is sourcing Printers on “No Buy/Rental – Pay only for Cartridge” scheme with “No Minimum Commitment for printing volume”. The type of printers covered in this scheme are of two types- **Inkjet and LaserJet** with compatible Cartridge type as Ink Tank / Cartridge / Toner based/ Laser cartridge. In this scheme, Printers have been deployed across all SEBI offices (i.e. HO, ROs and LOs). Presently, the existing vendor has placed its own printers (Inkjet and LaserJet) at all locations of SEBI. SEBI owned Cheque printers have been deployed across SEBI Head office and SEBI’s Regional offices where the maintenance support and cartridge supply has been provided by existing vendor.

2.1.2. Envisaged Benefits

The following objectives/benefits are to be derived from the *Supply of compatible toner cartridges and maintenance of printers across all SEBI offices* includes but not limited

Printer deployed across all SEBI Offices will be used by respective users on day to day basis to ensure printing services are available to end users in seamless manner.

2.1.3. About SEBI

Securities and Exchange Board of India (hereinafter referred as SEBI) was established under an Act of Parliament, to protect the interests of investors in securities and to promote the development of, and to regulate, the securities market and for matters connected therewith or incidental thereto. Detailed information on the functions of SEBI is provided on the website, www.sebi.gov.in.

2.1.4. Present Set Up

TABLE 1

S.No.	Printer Features	Count					Total
		Mumbai	ERO and Los	NRO and LOs	WRO and LOs	SRO and LOs	

1	All in one printer (Print/Scan/Copy), Colour Printer –Inkjet /Cartridge Type : Ink Tank/Cartridge Existing Model:- HP Deskjet 2131	250	6	14	6	10	286
2	Black& White, Laser, Duplex, Network Cartridge Type : Laser Existing Model : Canon LBP 6230 dn	75	1	4	1	4	85
3	Multifunction/Multicolor Laser, Duplex, Network, wifi. Cartridge Type: Laser Existing Model: HP M180n , Epson L565 with wifi (Multicolor)	10					10
	Grand Total	335	7	18	7	14	381

SEBI owned printers (For which cartridge supply and maintenance is provided by existing vendor).If more printers are required in future Bidder has to supply

TABLE 2

S.No.	Printer Features	Count					Total
		Mumbai	ERO and LOs	NRO and LOs	WRO and LOs	SRO and LOs	
1	Epson LQ-310 Cheque printer: Dot matrix, Network	2	4	6	6	3	21

2.2. Scope of work

The details of scope of work and deliverables for supply of compatible toner cartridges and maintenance of printers are hereby mentioned in this document below.

A. General Requirements:

- i. *This section describes the execution requirements relating to maintenance of printers at all locations of SEBI Offices. The intent of this section is to provide a standard specification that will be used for supply of compatible toner cartridges and maintenance of printers at all locations of SEBI. This section provides the minimum performance criteria for maintenance of printers and*

its consumables that shall accommodate SEBI printing requirements from time to time.

- ii. The Printer maintenance shall cover comprehensive maintenance of the printers (including Multi Functioning Devices) and its spares located at all locations of SEBI at free of cost. The scope of the contract should cover all the present office locations of SEBI as mentioned at Appendix XIV and **the other locations, which may come up in future.***
- iii. The term 'maintenance', would mean undertaking repairs, servicing, day to day maintenance and keeping the printers in good working condition to meet the printing requirements of SEBI without any kind of disturbance.*
- iv. The successful bidder is requested to make the site visit to ascertain the actual requirement for the successful implementation of the project. The successful bidder shall meet or exceed all requirements for the successful implementation of Project described in this RFP.*
- v. The successful bidder should have sufficient number of qualified, certified and experience personnel for maintenance and supply of the printers at all locations of SEBI. Two onsite resident Printer Engineers (LI support) should be deployed at Head Office Mumbai and on call basis to all the Regional Offices (ROs) and Local Offices (LOs) of SEBI.*
- vi. The successful bidder should be agreeable to SEBI general terms and conditions and also SEBI payment terms and conditions.*
- vii. The successful bidder 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/contract period. The bidder has to provide maintenance for these printers along with SEBI owned printers.*
- viii. Presently, the existing vendor has placed its own printers at all locations of SEBI and the successful bidder should be in a position to deploy printers as per requirement as per TABLE 2 **immediately (within 60 days time) on award of the contract. It may be noted that the said count of printers is indicative that successful bidder has to install at all SEBI office locations. SEBI may upgrade/ downgrade the number of printers as per requirement at any point of time during the contract period and Bidder has to provide at same rate quoted. A declaration to this effect has to be submitted along with the Technical Bid.***
- ix. During the contract period, the Growth rate of printers, cartridges per annum may be 10-15 % of no. of printers, cartridges supplied initially.*

- x. **Duration of the contract:** *The contract will take effect for a period of Three years from the date of installation, deployment and acceptance of the last printer across SEBI offices as per the printer count mentioned in purchase order issued to the successful bidder.*
- xi. **Delivery Period:** *All the printers and other related equipment should be commissioned/delivered/installed across all the SEBI offices within 60 days as mentioned in the 2-C: List of Deliverables/2.1” “Annexure A – Office Location Wise Printer Deployment Count”. The delivery period, for all the items, shall include time taken for all procurement and other procedures such as Government clearances, customs, transport etc. In case of staggered delivery, the acceptance of the last deployed printer will be considered for commencing the contract period for the entire order.*
- xii. *Complaints shall be attended as per below table.*

S/N	Parameter/Location	Baseline time to resolve complaint
1	Printers Availability at all SEBI Offices	2 Hrs
2	Printer Cartridges Availability at all SEBI Offices	1/2 Hrs
3	Printers Availability at SEBI Senior official home (like ED, WTM, Chairman)	4 Hrs
4	Printers Cartridges Availability at SEBI Senior official home (like ED, WTM, Chairman)	4 Hr

- xiii. *In case of equipment (Printers and Multi Functioning Devices) being shifted from one location to another location of SEBI, the maintenance shall continue to be applicable. The equipment may be relocated outside Mumbai at other Regional Office / Local Office or locally at new premises or residences.*
- xiv. *SEBI will pay only the cost of consumables (compatible toner cartridges) of the printers, either owned by SEBI or provided by Bidder, at all locations of SEBI. Except cost of consumables, no other charges are payable by SEBI, against the proposed Printer Maintenance contract. Taxes would be paid at actual.*
- xv. *Successful bidder shall supply compatible toner cartridges for the existing printers owned by SEBI and for the printers to be provided by the bidder*
- xvi. *Successful bidder should keep sufficient quantity of Printer consumables at SEBI, Mumbai office which will be in the custody of Resident Engineer of Bidder.*
- xvii. *For all other locations, the bidder may supply the consumables on the same day of requisition.*
- xviii. *Bidder will post minimum 2 L1 onsite Engineers at Head Office. Bidder has to send engineer for cartridge services at Regional Offices and Local offices as and when required.*

- xix. *Empty toner cartridges will be returned back to the bidder.*
- xx. *The price quoted should be valid for a period of 3 years. In case if there is any increase in the scope during the contract period, the bidder has to execute the order as per the price quoted.*
- xxi. *The price of printer consumables must remain unchanged during the period of contract.*
- xxii. **Support:** *The bidder should have its own office in Mumbai and own/ channel partner/ franchise office at other locations where SEBI has its offices. The bidder will have to submit address and contact details of all such offices (Appendix XII).*
- xxiii. **Proof of Concept:** *The bidder will have to arrange for a demonstration of the printers (Inkjet / LaserJet) and compatible toner cartridges as mentioned in the list of deliverables.*
- xxiv. **Site visit:** *The bidder has to arrange for site visits of bidder's factory/head office/plant/machinery/franchise office/any client location for the purpose of verification of implementation of work orders (supply of printer and compatible toner cartridges) from other clients.*
- xxv. *The warranty/guarantee will cover the components associated with the repair/replacement of any defective printers within the warranty/guarantee period, when the defect is a valid warranty/guarantee claim.*
- xxvi. *The bidder has to provide comprehensive onsite support for a period of Three years from the date of installation, deployment and acceptance of the last printer across SEBI offices as per the printer count mentioned in purchase order for **bidder owned printer as well as SEBI owned printers**.*
- xxvii. **Performance:** *The performance of the compatible toner cartridges shall be reviewed by SEBI periodically with the help of user's feedback for better printing output & quality. Faulty toner cartridges if any shall be replaced at free of cost. If any printer is damaged due to use of faulty toner cartridges supplied, the same shall be repaired / replaced at the cost of bidder. Further to the above, SEBI may ask bidder to deploy a team to assess and submit the printer deployment status and site wise printer services support quality.*
- xxviii. **Training:** *Bidder shall provide basic training free of charge for SEBI end users, whenever required by SEBI. Any documentation/user manual in this regard, whenever required, will have to be submitted by the bidder.*
- xxix. *SEBI shall place an order with the successful bidder for the proposed printers' maintenance incorporating all the terms and conditions.*
- xxx. *The validity of the submitted proposal shall be minimum period of 120 days from the date of opening of the tender.*

B. Technical Requirements

- i. Bidder should be capable of providing Printer supply and services across SEBI offices on Rate contract basis on “**No Buy/Rental – Pay only for Cartridge**” scheme with “**No Minimum Commitment for printing volume**”.
- ii. Bidder must provide two Resident engineer (L1 support) at Mumbai location of SEBI.
- iii. **Printer Specifications:** -
 - **Make of Printers:** Inkjet Latest printer which is current line of production.
 - **OS Support:** Printers should support latest Windows 7,8,10, Mac, IOS, and Android.
 - **Printer type** – Inkjet / LaserJet.
 - **Cartridge type:** Ink Tank / Cartridge / Toner based/ Laser cartridge.

C. List of Deliverables

*In addition to maintenance and supply of compatible toner cartridges of printers owned by SEBI (21 cheque printers-Epson LQ-310 Dot Matrix Printers used for SAP Cheque printing), the bidder has to supply printers (Inkjet / LaserJet) free of cost, on the basis of “**No Buy/Rental – Pay only for Cartridge**” scheme, with “**No Minimum Commitment for printing volume**”, at all the SEBI locations, as and when required and provide maintenance for these printers.*

- a. *The Bidder should provide any additional printer as per SEBI’s demand at any existing SEBI Office or upcoming new SEBI Office at the same rate during the contract period.*
- b. *Bidder should deploy printers as per specifications of existing printer models or compatible latest higher version models at all locations. As and when new printers of same specifications available in the market, Bidder should be in position to supply the same.*
- c. *The detail address of each location of all SEBI offices is given at Appendix “X” for reference.*

TABLE 2 - Printers to be deployed by successful bidder (Office Location Wise Printer Deployment Count

S.No.	Printer Features	Count					
		Mumbai	ERO and LOs	NRO and LOs	WRO and LOs	SRO and LOs	Total
1	All in one printer (Print/Scan/Copy), Colour Printer –Inkjet /Compatible Toner Cartridge Type : InkTank/Cartridge	314	6	14	6	10	350
2	Black& White, Laser, Duplex, Network Compatible Toner Cartridge Type : Laser	100	5	5	5	5	120
3	Multifunction/Multicolor Laser, Duplex, Network, wifi. Cartridge Type: Laser	10					10
	Grand Total	424	11	19	11	15	480

SEBI owned printers (For which compatible toner cartridge supply and maintenance to be provided by successful bidder)

TABLE 2-A

S.No.	Printer Features	Count					
		Mumbai	ERO and LOs	NRO and LOs	WRO and LOs	SRO and LOs	Total
1	Epson LQ-310 Cheque printer: Dot matrix, Network	2	4	6	6	3	21

2.2.1. Service Level Agreement (SLA Compliance)

- i. Bidder shall have to provide quarterly each office location wise (i.e. Site-wise) SLA report in the format prescribed by the SEBI. The format has been already finalised*
- ii. The Bidder shall be required to have back-to-back SLAs with partner/vendor/ Channel Partner/ service provider, in case where Bidder does not have its own offices.*

2.2.2 Support Requirements

- i. The Bidder shall provide support for 9:30 AM to 6:30 PM for Monday to Saturday and shall rectify the defect by pro-active monitoring w.r.t. the deployment of Printers in order to maintain the SLA.*
- ii. In the event of work exigency that may arise from time to time, advance intimation will be given to the service provider.*
- iii. The Bidder shall depute two onsite Resident support engineer of L1 Level (**FMS Support Engineer**) at SEBI during the contract. The detailed responsibility of engineer is given at “**Appendix IX - Work profile for onsite FMS Support Engineer**”.*
- iv. The resident engineer deployed by Vendor should have sufficient technical qualification and experience to handle Printer related hardware/software issues including printer drivers etc that may arise during the usage of system. Before deploying the resident engineer at SEBI premises, technical capability of the same will be ascertained by SEBI. In case, an engineer is not found technically suitable, he/ she will not be allowed to support in SEBI premises.*
- v. The Bidder shall be solely responsible for complying with all statutory requirements and obligations, especially, but not limited to those relating to employment of labour, service conditions of labour, payment of minimum wages, employees state insurance, payment of bonus and provident fund contribution, including enhancement of wages from time to time in accordance with the notification issues by the Govt. of Maharashtra, Labour Ministry as per the Minimum Wages Act, 1948*
- vi. FMS Support Engineer must be paid not less than 25,000 Rs/Month including other allowances and benefits based on Employee Service Regulation like Contribution towards National Pension Scheme (NPS)/PF, Special Allowance, Dearness Allowance, Family Allowance, Local Allowance etc. and the same should be revised as per industry standard. An undertaking has to be submitted in this regard by the selected vendor. The selected vendor has to submit compliance report on payment to L1 engineers at the time of invoice submission for FMS support payment.*
- vii. The Bidder shall have an arrangement for lodging/registration of issues/complaints through various channels such as web portal (ticketing tool), email, SMS, toll free number etc. with the designated officials of the Bidder.*
- viii. Primarily, the onsite FMS support deployed by the Bidder/ Network team/Hselpdesk team/ any officer shall lodge the issues/complaints on behalf of the*

SEBI. A standard operating procedure (SOP) shall be shared with the SEBI in this regard by the Bidder which shall also contain, inter alia, escalation matrix.

- ix. The Bidder shall assign a unique number identifying the issue/complaint lodged by the SEBI irrespective of the mode used and also assign a severity level for each of the issue.*
- x. The Bidder shall notify well in advance (not less than 3 days) to SEBI about any scheduled / planned changes /maintenance activities to be undertaken by Bidder that may affect the performance of printers deployed at any SEBI office location.*
- xi. The Bidder shall respond on the issues /complaints lodged by the SEBI.*
- xii. The Bidder should ensure adequate spares like printers, cartridges are available at site.*

3. Bid Evaluation Process

3.1. Evaluation Process

- a. SEBI will constitute a committee to evaluate the responses of the Bidders (Bid/Tender Evaluation Committee).
- b. The Bid Evaluation Committee constituted by SEBI shall evaluate the responses to the RFP and all supporting documents/ documentary evidence. Inability of a Bidder to submit requisite supporting documents/ documentary evidence within a reasonable time provided to it, may lead to the Bidder's Proposal being declared non-responsive.
- c. The decision of the Bid Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Bid Evaluation Committee.
- d. The Bid Evaluation Committee reserves the right to reject any or all Proposals on the basis of any deviations contained in them.
- e. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.
- f. The bids will be evaluated first on the technical merits and then on commercial merits and SEBI's decision in this regard shall be binding, final and conclusive.
- g. Each bidder will have to present the proposed solution's architecture diagram, and details of software stack, hardware stack (compute, Storage, Network), Backup etc. to the Technical committee of SEBI for evaluation.
- h. SEBI will bear all the cost of travelling, lodging, boarding etc. of its Bid Evaluation Committee and its officials in relation to reference customer site visits and POC evaluation.

3.2. Eligibility Criteria for Bidding

The Bidders will be first evaluated for the following eligibility parameters.

<i>S/N</i>	<i>Criteria</i>	<i>Compliance (YES/NO)</i>	<i>Type of criteria</i>
1	<p><i>Bidder must agree to provide Printer supply and services across SEBI offices on Rate contract basis on "No Buy/Rental – Pay only for Cartridge" scheme with "No Minimum Commitment for printing volume"</i></p> <p>Self-declarations signed and stamped on Bidder's Letterhead to be submitted.</p>		<i>Capability and Past Experience</i>
2	<i>Bidder Should not have blacklisted by any organization.</i>		

	Self-declarations signed and stamped on Bidder's Letterhead to be submitted		
3	<i>Bidder Should have minimum 3 years of experience in supplying printer cartridges on rate contract basis.</i> Self-declarations signed and stamped on Bidder's Letterhead to be submitted		Capability
3	<i>Bidder should have OEM authorization certificate for compatible toner cartridges</i> <i>Letter of undertaking/ OEM authorization letter signed and stamped to be submitted.</i>		Authorization Letter
4	<i>Bidder should comply with meeting the provision of Rule 144(xi) of GFR clause attached at appendix XI</i> <i>Submit certificate as per form 11</i>		Certificate as per form 13
5	<i>Bidder should have supplied compatible toner cartridges under their own brand or any OEM for minimum quantity of printers as given below in orders submitted under rate contract during the past 5 (Five) years as on March 31, 2020 as follows.</i> i. <i>Three projects of minimum 140 Printers costing not less than amount equal to 22 Lakh each. OR</i> ii. <i>Two projects of minimum 175 Printers costing not less than 27 Lakh each OR</i> iii. <i>One projects of minimum 260 Printers costing not less than the amount equal to 43 Lakh.</i> <i>Copy of Purchase Orders / Letter of completion from Customer to be submitted.</i>		Capability and Past Experience
6	<i>The average annual financial turnover of 'The bidder' during the last three years, ending on 31st March 2020, should be at least Rs. 30 Lakhs.</i> <i>Financial statement / Extracts from the audited Balance Sheet / Certificate from Auditor for (2017-18, 2018-19 and 2019-20) highlighting turnover figure to be submitted.</i>		Financial Standing
7	<i>Bidder should not have suffered any financial loss for more than one year during the last three</i>		Financial Standing

	<p><i>financial years, ending on March 31, 2020.</i></p> <p><i>Financial statement / Extracts from the audited Balance Sheet / Certificate from Auditor for (2017-18, 2018-19 and 2019-20) highlighting profit/loss figure to be submitted.</i></p>		
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Only Bidders who are eligible as per above criteria will be technically evaluated further. As part of technical evaluation (clause 3.3). The Bids of the bidders not meeting eligibility criteria's given above will be rejected.

3.3. Technical Evaluation

The bid document will be evaluated as per the requirements specified in the RFP. The Bidder is required to submit all required documentation in support of the specification criteria specified. Technical presentation will be a part of the process.

Each Technical Bid will be assigned a technical score out of a maximum of Max Marks. Only the bidders with overall score of more than 75% and score of more than 65% in each of the Evaluation Criteria mentioned in section 3.3.1 components will be technically qualified and short listed for commercial evaluation. Failing to secure minimum marks shall lead to technical disqualification of the Bid.

3.3.1. Scoring Model

The Bidder's technical proposal will be evaluated as per the requirements specified in the RFP and adopting the following evaluation criteria

<i>S/N</i>	<i>Evaluation Criteria</i>	<i>Marks</i>
<i>1</i>	<i>Technical capability and Presentation</i>	<i>50</i>
<i>2</i>	<i>Quality of Printers and Onsite Engineers</i>	<i>50</i>
	<i>Total Marks</i>	<i>100</i>
	<i>Overall Qualifying Marks</i>	<i>75%</i>
	<i>Qualifying marks for each section</i>	<i>65%</i>

Technical Evaluation Criteria's

Technical Capability & Presentation (50 Marks)					
S/N	Criteria	Basis for evaluation	Total 100 Marks	Supporting Document(s)	Compliance (YES/ NO)
1	Bidder should have sufficient technical expertise (technical persons and technology) in order to provide efficient technical support and on time printer deployment across all SEBI offices.	Presence of bidder through its own office / Vendor / Channel Partner / Franchise at all SEBI offices 1) In HO (Mumbai and 2. In all ROs and 3) In all LOs	20 Marks	Self-declaration on the company letter head. Bidder also has to produce the list of states where its presence is available through its own office / Vendor / Channel Partner / Franchise office	
2	Technical Presentation		15 Marks		
3	Bidder must adhere to the industry standards like ISO 9000, ISO 14001, ROHS etc. in order to provide and maintain quality in printer services.	If bidder has- 1) ISO 9000 2) ISO 14001 3) ROHS	15 Marks	Bidder to submit documentary proof supporting the same.	
Quality of Printers and Engineers (50 Marks)					
4	Quality of Printers to be deployed and cartridges 75 types.	Compatible existing models Or Higher version models	35	Submit make and models of Printer data sheet (which are to be deployed). Display 1 printer model of each type as part of POC.	
5	Quality of LI Engineers	Sound Knowledge of printer troubleshooting, printer maintenance	15	Bidder to submit resume of LI Engineers as per Form No 9	

It may be noted that count of printers mentioned in this RFP is indicative that bidder has to install at all SEBI office locations. SEBI may increase number of printers during the

contract period based on the requirement and Bidder has to provide at same rate quoted. A declaration to this effect has to be submitted along with the Technical Bid.

3.4. Commercial Bid Evaluation

- a. The Commercial Bids of technically qualified Bidders i.e., Bidders scoring more than 75% marks overall and more than 65% marks in individual evaluation criteria, will be opened on the prescribed date in the presence of Bidder representatives.
- b. The Commercial Bids will be evaluated on basis of total cost for period of three years. The Bidder with the lowest cost, termed L1 Bidder /most responsive bidder, shall qualify for the award of contract.
- c. Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- d. The bid price shall be in Indian Rupees. The bid price shall be firm and exclude taxes and levies.
- e. Any conditional bid would be rejected.
- f. Errors & Rectification: Arithmetical errors will be rectified on the following basis: “If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail”.

4. Conditions Specific to Project

4.1. Acceptance Testing and Certification

4.1.1. Quality Assurance (QA) Testing and User Acceptance Tests (UAT) Activities

- a. QA test of the *Supply of compatible toner cartridges and maintenance of printers across all SEBI offices* shall be completed by the Bidder and results of the same shall be shared with SEBI as specified in the accepted solution design by SEBI.
- b. Production use (Go Live) shall commence only after the formal User Acceptance Testing.
- c. The User Acceptance Tests (and repeats of such tests) shall be conducted by SEBI in coordination with the Bidder during Commissioning of the *Supply of compatible toner cartridges and maintenance of printers across all SEBI offices*, to ascertain whether the *Supply of compatible toner cartridges and maintenance of printers across all SEBI offices* conforms to the Technical Requirements and meets the SEBI's performance requirements, including, but not restricted to, the functional and technical performance requirements. The User Acceptance Tests shall be conducted in accordance with the test scripts/programs approved by SEBI.
- d. SEBI shall issue a User Acceptance Certificate after successful completion of UAT.
- e. SEBI shall also notify the bidder in writing of any defect for deficiencies or other reason for the failure of the UAT, if any.
- f. The Bidder shall use all reasonable endeavors to promptly remedy any defect and/or deficiencies and/or other reasons for the failure of the User Acceptance Test that the SEBI has notified the Bidder. Once the Bidder has made such remedies, it shall notify SEBI, and SEBI, with full cooperation of the Bidder, shall use all reasonable endeavors to promptly carry out retesting of the System. Upon the successful conclusion of the User Acceptance Tests including successfully complying all integration touch points, SEBI shall issue the User Acceptance Certification in accordance with RFP. The procedure set out in this RFP shall be repeated, as necessary, until a User Acceptance Certificate is issued.

4.1.2. Go-Live

a) **Printer Deployment/Acceptance.**

- i. *SEBI will issue Purchase Order (PO) once bidders is shortlisted*
- ii. *Bidder should submit Performance Bank Guarantee (PBG) within 30 days after award of contract as per Appendix VIII.*
- iii. *The Bidder should introduce **Program Manager (PM)** and Technical resource for all Printers deployment within 7 days from date of issuance of PO.*
- iv. *The PM of Bidder shall provide update on the Printer installation/commissioning status on weekly basis.*
- v. *The Bidder will coordinate with SEBI's IT officer for WAN /LAN IP/any other protocol and other configurations. The Bidder's PM will inform the SEBI with relevant information for each Printer to be configured.*

- vi. *The Bidder will ensure that all the relevant information with regard to deployment of printers along with printer inventory is documented and maintained in digital format (Printer Deployment Document) from time to time at each stage of deployment of printers. This document should be submitted to SEBI for verification.*
- vii. *The Bidder will configure Printer including compatible printer drivers at all the respective SEBI offices, and test each Printer if the installed Printer is working fine. SEBI official will confirm the same. The date of sign-off for the successful installation and testing will be treated as the date of Printer installation. Along with printer installation, the Bidder has to provide Printer troubleshooting manual document which will be shared with User team across all the SEBI offices for basic troubleshooting in case of any basic printer issues/health check.*
- viii. *The Bidder shall take User Acceptance Testing certificate from SEBI authorized person on Printer deployment across all the SEBI offices.*

b) Criteria for user acceptance

Once printers are deployed and installed as per count of printers at all SEBI offices as per Table II under clause 2.1 (Printers to be deployed by successful bidder) then acceptance will be given.

4.1.3. Technical Documentation

- a. Documentation for software components:
The Bidder shall deliver all the relevant documents to SEBI for all proposed Models of printers before the *Supply of compatible toner cartridges and maintenance of printers across all SEBI offices* becomes operational, which may include, but not limited to user manuals, installation manuals, operation manuals, design documents, process documents, technical manuals, functional specification, on-line tutorials, system configuration documents, system administrative documents, debugging/diagnostics documents, test procedures etc.
- b. Documentation for solution:
Bidder shall deliver all relevant documentation pertaining to solution in the appropriate format. The indicative list may include but not limited to-
 - i. Printer Make and Models
 - ii. Printer Drivers

4.2. Delivery Schedule

*The Bidder shall commission/install/deploy all the Printers **within 60 days** from the date of acceptance by bidder against the purchase order/contract agreement issued by SEBI.*

a. Delivery Location

The Printers should be deployed at location details given under Appendix XIV as per requirement given at respective location of all SEBI offices.

b. Delivery, installation and Implementation period

The Bidder shall update on work-in progress with regard to deployment of each and every Printer after the acceptance of Purchase Order by bidder against the Purchase Order issued by SEBI on weekly basis so that SEBI has clear visibility of work being carried out.

Bidder shall have to provide detail transition plan for replacing currently installed Printers at all offices of SEBI (if applicable).

4.3. Payment Schedule

- i. Payment will be made on quarterly basis on submission of invoice indicating the consumables used by SEBI. The payment would be made after deducting necessary taxes applicable, if any. All payment related to the consumables delivered at the respective SEBI offices should be billed at the respective offices and necessary payment to be collected from the SEBI respective offices (Head Office, Regional Offices and Local Offices).*
- ii. Payment will be made on actual consumption of printer cartridges.*
- iii. In case of termination of services, the payment will be made on pro rata basis for the duration for which the services were availed.*
- iv. Any deduction towards TDS charges would be applicable.*
- v. In case of SLA violation and penalties to be collected, SEBI shall deduct the payment as per SLA and penalties from the quarterly running bills invoices*

4.4. Delays in the Bidder's Performance

The Bidder must strictly adhere to the implementation schedule, as specified in the agreement in the performance of the obligations and any delay in this regard will enable SEBI to resort to any or both of the following:

- a. Claiming Liquidated Damages
- b. Termination of the agreement/contract fully or partly.

4.5. Liquidated Damages

Time is the essence of this project. The Bidder shall be liable to pay SEBI liquidated damages (LD) for delay in deliveries as specified in the delivery schedule mentioned in section 4.2.

- a. Bidder shall have to pay liquidated damages to SEBI at the rate of one percent (1%) per week or part thereof on an unexecuted order value of the first year. There shall be an upper ceiling of ten percent of consideration amount for the liquidated damages to be deducted for any orders. The liquidated damages applicable on the entire order amount shall be deducted from the payment amount due. SEBI may deduct such sum from any money in their hands due or to become due to service provider. The payment or deduction of such sums shall not relieve the service provider from his obligations to complete the process of commissioning or*

from his other obligations and liabilities under the contract. The decision of the authority placing the order, whether the delay in commissioning has taken place on account of reasons attributed to the supplier shall be final.

- b. In case of shortfall in the uptime / SLA, etc. the payment shall be adjusted as per the credits specified in SLA clause.
- c. The Bidder agrees and considers that the liquidated damages set out herein above are fair and reasonable and that he will raise no objection or dispute with regard to SEBI's right to recover the liquidated damages.
- d. Liquidated Damage is not applicable for the reasons attributable to SEBI and Force Majeure.
- e. SEBI will have the rights to recover the liquidated damages, if any, from any amount payable to the Bidder. Also, if the specifications of the RFP are not met by the Bidder during various tests, the Bidder shall rectify or replace the same to comply with the specifications immediately to ensure the committed uptime, failing which SEBI has the sole right either to reject or to accept it finally by recovering the suitable amount as deemed reasonable by SEBI.
- f. SEBI may without prejudice to its right to effect recovery by any other method, deduct the amount of liquidated damages from any money belonging to the Bidder in its hands (which includes the SEBI's right to claim such amount against Bidder's performance Guarantee / security) or which may become due to the Bidder. Any such recovery or liquidated damages shall not in any way relieve the Bidder from any of its obligations to complete the works/services or from any other obligations and liabilities under the Agreement.

4.6. Service Level Agreement

- a. SLAs define the quality and timeliness of service delivery during the course of the project. They help SEBI sustain the planned business outcomes from the solution deployed on a continued basis over a sustained period of time.
- b. The Bidder need to execute a Service Level Agreement with SEBI covering all terms and conditions of this tender. Bidder need to strictly adhere to Service Level Agreements (SLA). SEBI shall without prejudice to its other rights and remedies under and in accordance with the terms of the RFP levy liquidated damages in case of breach of SLA by the bidder. Services delivered by bidder should comply with the SLA mentioned in Appendix X.
- c. Service Levels will include Availability measurements and Performance parameters.
- d. The Bidder shall provide Availability Report on monthly basis and a review shall be conducted on quarterly basis.
- e. Bidder shall use an appropriate tool for the purpose of such reporting.
- f. Performance measurements would be assessed through audits or reports, as appropriate to be provided by the Bidder e.g. utilization reports, response time measurement reports, etc. The tools to perform the audit will need to be provided by the Bidder. The specification for audit are as per the functional and technical requirements at Scope of work and Appendix VI.

- g. All the components of the *Supply of compatible toner cartridges and maintenance of printers across all SEBI offices* should be compatible to OEM cartridge.
- h. System availability/System Up Time is defined as:
$$\frac{\{(Scheduled\ operation\ time - system\ downtime)\}}{(scheduled\ operation\ time)} * 100\%$$
- i. Scheduled operation time means the scheduled operating hours of the System for the month. All planned downtime (for system maintenance) on the system would be deducted from the total operation time for the month to give the scheduled operation time.
- j. Printer downtime subject to the SLA, means accumulated time during which the Printers are not available to SEBI's users or customers due to in-scope system or infrastructure failure, and measured from the time SEBI and/or its customers log a call with the Bidder help desk of the failure or the failure is known to the Bidder from the availability measurement tools to the time when the Printer is returned to proper operation.
- k. The selected Bidder will be required to schedule 'planned maintenance time' with prior approval of SEBI. This will be planned outside working hours. In exceptional circumstances, SEBI may allow the Bidder to plan scheduled downtime in the working hours where actual production downtime will be minimal.
- l. SEBI's technology operation hours are 24*7*365. SEBI's business hours are typically between 8 am to 10 pm (Monday to Friday) and the SLA will be applicable according to the technological operations window i.e. 24*7*365.
- m. The Bidder shall make sure that the infrastructure and all deployed printers and components are available to SEBI in proper working condition in fully configured state as per the respective uptime requirements.
- n. SLA Holiday: The SLA holiday period of not more than a quarter would be provided to the bidder/solution provider post Go-Live date. This SLA holiday period is only for the purpose of streamlining the SLA measurement and monitoring process of the *Supply of compatible toner cartridges and maintenance of printers across all SEBI offices* Project. The SLAs will be reviewed by SEBI during SLA Holiday period and finalized for operations.
- o. Commencement of SLA: The SLA shall commence after Go-Live has been declared. The liquidated damages will be deducted from the next payment milestone after the SLA holiday period.

- p. The total Liquidated damages deduction per quarter (for breach of SLA) shall not exceed 10% of the total Quarterly Payment value.

Appendix I Technical Bid Templates

The Bidders are expected to respond to the RFP using all the forms given in this section and all the documents supporting Technical Evaluation Criteria. Along with the documents mentioned in section 4 of this RFP (Appendix I Technical Bid Templates), the bidder has to submit all the other necessary documents which are mentioned in the RFP as part of Criteria for Evaluation (Refer section 1.9 of this RFP) in the concerned bid (Technical or Financial or both).

Forms to be used in submission of Technical Proposal

Form 1: Compliance Sheet for Technical Proposal

Form 2: Pre-Contract Integrity Pact - if applicable

Form 3: Letter of Proposal

Form 4: Project Criteria Format

Form 5: Proposed Solution and Write Up

Form 6: Proposed Work Plan

Form 7: Team Composition

Form 8: Curriculum Vitae (CV) of Key Personnel – Project Manager

Form 9: Curriculum Vitae (CV) of L1 Onsite FMS Engineer

Form 10: Bank Details

Form 11: Self-Declaration

Form 12: Letter for Refund of EMD

Form 13: Consortium Details – if applicable

Form 14: Letter from consortium member – if applicable

Form 15: Self- Declaration for Upgrade/ Downgrade in number of Printers during the contract period

4.7. Form 1: Compliance Sheet for Technical Bid

The Technical bid should comprise of the following basic requirements. The documents mentioned in this compliance sheet along with this form, needs to be a part of the Technical bid.

S/N	Specific Requirements	Documents Required	Compliance
1	Covering Letter for Technical Proposal	As per Form 3	Yes / No
2	Earnest Money Deposit (EMD)		Yes / No
3	All Documents as per Eligibility Criteria Evaluation	As requested under Eligibility Criteria Clause 3.2	Yes / No
4	All Documents as per Technical evaluation Criteria	As requested under Technical Evaluation Criteria Clause 3.3	Yes / No
5	Certificate of Incorporation		Yes / No
6	Soft Copy of Technical Bid in MS Office (Word/ Excel) or PDF format submitted		Yes / No
7	Whether the Bid is authenticated by authorized person		Yes / No
8	Contact person, contact number and address for the Project		Yes / No
9	All the pages are numbered properly		Yes / No
10	Whether price quoted are exclusive of Taxes		Yes / No
11	Whether Taxes and Duties are separately indicated in price bid		Yes / No

4.8. ~~Not applicable in this RFP - Form 2: Pre-Contract Integrity Pact~~

~~This is applicable for projects with estimated cost more than Rs. 2 crore~~

INTEGRITY PACT

Between

~~SECURITIES EXCHANGE BOARD OF INDIA hereinafter referred to as “The Principal”;~~

and

~~..... Hereinafter referred to as “The Bidder/ Contractor”~~

Preamble

~~The Principal intends to award, under laid down organizational procedures, contract/s for The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder (s) and / or Contractor (s).~~

~~In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.~~

Section 1—Commitments of the Principal

~~(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-~~

- ~~a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.~~

- ~~b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.~~
 - ~~c. The Principal will exclude from the process all known prejudiced persons.~~
- ~~(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/ PC Act, or if there be a substantive suspicion in this regards, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.~~

~~Section 2—Commitments of the Bidder(s)/ Contractor(s)~~

- ~~(1) The Bidder(s) / Contractor(S) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.~~
- ~~a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.~~
 - ~~b. The Bidder(s)/ Contractor(s) will not enter with other Bidder into any undisclosed agreement or understanding, whether formal or informal. This applies in particular in prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.~~
 - ~~c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.~~
 - ~~d. The Bidder(s)/ Contractor(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly the Bidder(s)/ Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.~~

~~e. The Bidder(s)/ Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.~~

~~(2) The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.~~

~~Section 3 — Disqualification from tender process and exclusion from future contracts~~

~~If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process.~~

~~Section 4 — Compensation for Damages~~

~~(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.~~

~~(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.~~

~~Section 5 — Previous transgression~~

~~(1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the any — corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.~~

~~(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or *the contract, if already awarded, can be terminated for such reason.*~~

~~Section 6 — Equal treatment of all Bidders/Contractors/Subcontractors~~

~~(1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.~~

~~(2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.~~

- ~~(3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.~~

~~**Section 7 — Criminal charges against violating Bidder(s)/Contractor(s)/ Sub-Contractor(s)**~~

~~If the Principal obtains knowledge of conduct of a Bidder, Contractor or Sub-contractor, or of an employee or a representative or an associate, of a Bidder, Contractor or Sub-contractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.~~

~~**Section 8 — Independent External Monitor**~~

- ~~(1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.~~
- ~~(2) The Monitor is not subject to instructions by the representatives of the parties and performs his/ her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him/ her to treat the information and documents of the Bidders/ Contractors as confidential. He/ she reports to the Chairman, SEBI.~~
- ~~(3) The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/ her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.~~
- ~~(4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on “Non Disclosure of Confidential Information” and of “Absence of Conflict of Interest”. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, SEBI and recuse himself/ herself from that case.~~
- ~~(5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.~~

- ~~(6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/ she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.~~
- ~~(7) The Monitor will submit a written report to the Chairman, SEBI within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.~~
- ~~(8) If the Monitor has reported to the Chairman, SEBI, a substantial suspicion of an offence under relevant IPC/ PC Act, and the Chairman, SEBI has not within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.~~
- ~~(9) The word “**Monitor**” would include both singular and plural.~~

Section 9 — Pact Duration

~~This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.~~

~~If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by Chairman of SEBI.~~

Section 10 — Other Provisions

- ~~(1) This agreement is subject to India Law. Place of performance and jurisdiction is the *Registered Office of the Principal, i.e. Mumbai.*~~
- ~~(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.~~
- ~~(3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.~~
- ~~(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.~~
- ~~(5) Issues like Warranty/ Guarantee etc. shall be outside the purview of IEMs.~~

(6) ~~In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.~~

(For & On behalf of the Principal) _____ (For & On behalf of Bidder/
Contractor)

(Office Seal) _____ (Office Seal) _____

Place: _____

Date: _____

Witness 1:

(Name & Address) _____

Witness 2:

(Name & Address) _____

4.9. Form 3: Letter of Proposal

To:

Chief General Manager
Securities and Exchange Board of India
SEBI Bhavan,
Plot No. C4-A, “G Block”
Bandra Kurla Complex
Bandra (East) - 400 051
India

Subject: Submission of the Technical bid for *the supply of cartridges and maintenance of printers across all SEBI offices.*

Dear Sir/Madam,

We, the undersigned, offer to provide Implementation Services to SEBI for “Supply of cartridges and maintenance of printers across all SEBI offices” with your Request for Proposal *RFP NO* dated *Date of RFP* and our Proposal. We are hereby submitting our Proposal, which includes this Technical bid and the Financial Bid sealed.

We hereby declare that all the information and statements made in this Technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our Bid is accepted, to initiate the Implementation services related to the assignment not later than the date indicated in the RFP.

We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid for *120 days* as stipulated in the RFP document.

We understand you are not bound to accept any Bid you receive.

Yours sincerely,

Authorized Signature [*In full and initials*]:

Name and Title of Signatory:

Name of Firm:

Address:

Location:

Date:

4.10. Form 4: Project Citation Format

Sl. No.	RELEVANT PROJECT EXPERIENCE (PROVIDE NO MORE THAN 3 PROJECTS IN THE LAST 5 YEARS)	
1	General Information	
i.	Name of the project	
ii.	Client for which the project was executed	
iii.	Name and contact details of the client	
2	Project Details	
i.	Description of the project	
ii.	Scope of services	
iii.	Technologies used	
iv.	Status of the project (Completed/On-going/Warranty/AMC)	
v.	Duration of the project (no. of months, start date, completion date, current status)	
3	Other Details	
i.	Total cost of the project (indicative/approximate)	
ii.	Total cost of the services (indicative/approximate)	
iii.	Total Manpower (No. of L1,L2,L3 etc.) deployed	
4	Other Relevant Information	

i.	Letter from the client to indicate the successful completion of the projects	
ii.	Copy of Work Order	

4.11. Form 5: Curriculum Vitae (CV) of Key Personnel – Project Manager

GENERAL INFORMATION	
Name of the person	
Current Designation / Job Title	
Current job responsibilities	
Proposed Role in the Project	
Proposed Responsibilities in the Project	
Academic Qualifications: <ul style="list-style-type: none"> • Degree • Academic institution graduated from • Year of graduation • Specialization (if any) • Key achievements and other relevant information (if any) 	
Professional Certifications (if any)	
Total number of years of experience	
Number of years with the current company	
Summary of the Professional / Domain Experience	
Number of complete life cycle implementations carried out	
The names of customers (Please provide the relevant names)	
Past assignment details (For each assignment provide details regarding name of organizations worked for, designation, responsibilities, tenure) Prior Professional Experience covering: <input type="checkbox"/> Organizations worked for in the past o Organization name o Duration and dates of entry and exit o Designation Location(s) o Key responsibilities <input type="checkbox"/> Prior project experience o Project name o Client o Key project features in brief o Location of the project o Designation o Role o Responsibilities and activities o Duration of the project Please provide only relevant projects.	

4.12. Form 6: Curriculum Vitae (CV) of L1 Onsite FMS Engineer

GENERAL INFORMATION	
Name of the person	
Current Designation / Job Title	
Current job responsibilities	
Proposed Role in the Project	
Proposed Responsibilities in the Project	
Academic Qualifications: <ul style="list-style-type: none">• Degree• Academic institution graduated from• Year of graduation• Specialization (if any)• Key achievements and other relevant information (if any)	
Total number of years of experience	
Number of years with the current company	
Summary of the Professional / Domain Experience	

4.13. Form 7: Bank Details

(to be included in Technical Bid Envelope)

Bidder is advised to provide bank details to facilitate easy and timely credit of payments for goods delivered / services rendered.

1	Name of the Bank	
2	Address of the Bank with Contact details (name, telephone, mobile, email, etc.)	
3	Account Type	
4	Account Title	
5	Account Number	
6	IFSC Code	
7	Remarks, if any	

Signature:

Name of the Authorized Person:

Designation:

Company Seal

4.14. Form 8: Self Declarations

(Undertaking to be submitted on Bidder Company's Letter Head)

To,
CGM (ITD),
SEBI Bhavan
Plot No. C4-A, "G Block"s
Bandra-Kurla Complex,
Bandra East
Mumbai – 400 051.

Ref: RFP for *Submission of certificate to comply with meeting the provision of Rule 144(xi) of GFR clause attached at appendix 14 #.*

We, (name and designation) on behalf of -----having its registered office at ----- have submitted a Bid proposal to SEBI for ----- in response to the Request for Proposal (RFP) dated issued_____by SEBI.

We are duly authorized persons to submit this undertaking.

We have read and understood the aforesaid RFP and we hereby convey our absolute and unconditional acceptance to the aforesaid RFP.

We have submitted our Bid in compliance with the specific requirements as mentioned in this RFP.

We have provided with all necessary information, supporting documents which are true and accurate and shall provide with such additional information's may be required by SEBI from time to time.

Neither we nor any of our employee/director has been barred from providing the Services nor are we in negative list/blacklisted by any public sector Banks, statutory or regulatory or investigative agencies in India or abroad in the last 5 years.

All the information furnished here in and as per the document submitted is true and accurate and nothing has been concealed or tampered with. We have gone through all the conditions of Bid and are aware that we would be liable to any punitive action in case of furnishing of false information / documents.

We also undertake that, we were/are never involved in any legal case that may affect the solvency / existence of our organization or in any other way that may affect capability to provide / continue the services to SEBI.

It is further certified that we have not modified or deleted any text/matter in this RFP. I have read the clause 1.8.19 regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]”

Dated this _____ day of _____ *YEAR*

Signature

(Company Seal)

In the capacity of

Duly authorized to sign bids for and on behalf of:

4.15. Form 9: Letter for Refund of EMD

Date:
CGM (ITD),
SEBI Bhavan
Plot No. C4-A, "G Block"
Bandra-Kurla Complex,
Bandra
Mumbai – 400 051

Ref: RFP for *Supply of compatible toner cartridges and maintenance of printers across all SEBI offices .*

We _____ (Company Name) had participated in the RFP for supply of toner cartridges and maintenance of printers across all SEBI offices. Kindly refund and remit the EMD submitted for participation through NEFT/RTGS. The Details of EMD submitted are as follows:

Sl. No.	Bidder Name	Cheque/DD Number	Drawn on (Bank Name)	Amount (Rs)

Bank details to which the money needs to be credited via NEFT/ RTGS are as follows:

Sl. No.	Details
1	Name of the bank with Branch
2	Account Type
3	Account Title
4	Account Number
5	IFSC Code

Sign

Name of the signatory:

Designation :

Company Seal :

4.16. Form 10: Consortium details – if applicable

Sl. No.	Name of Primary bidder	Primary bidder responsibilities	Name of Consortium members	Consortium member organization details (Office address, contact details, website details)	Consortium member organization contact person details (person name, address, email id and contact no.)	Tools, Technologies and services provided /managed by consortium member	Details of SLA, support level and Service arrangements with consortium member	Whether the consortium member is blacklisted firm/company in any Govt. department/Banks/ PSU in India (or in foreign if the member is of foreign entity) (if yes then please provide the details)
1								

4.17. Form 11: Letter from Consortium Member – if applicable

(Applicable if consortium is proposed)

To, Date _____

Chief General Manager
Securities and Exchange Board of India
SEBI Bhavan,
Plot No. C4-A, “G Block”
Bandra Kurla Complex
Bandra (East) - 400 051
India

Dear Sir,

We _____ (Name of consortium member) who are established and reputable manufacturers/service provider of _____ having head office at _____ & registered Office in India at _____ do hereby authorize and permit M/s _____ to submit bid to SEBI in response to their RFP for Supply of compatible toner cartridges and maintenance of printers across all SEBI offices by us as a members of consortium for bidding the RFP towards following products/services to be supplied/provided by us as a members of consortium for bidding the RFP.

We also undertake that we have not been blacklisted by the Government Authority or Public Sector Undertaking (PSUs) in India or any Financial Institution in India as on date of submission of response. As a consortium member we will be supplying following products/services:

Sl. No.	Name of Product/Service	Detail

Yours Faithfully

Name of Authorized Representative:

Designation of Authorized Representative:

Signature of Authorized Representative with company seal:

Verified by:

Signature of Verifying Authority:

Date:

4.18. Form 12: Self- Declaration for Upgrade/ Downgrade in number of Printers during the contract period

(Undertaking to be submitted on Bidder Company's Letter Head)

To,
CGM (ITD),
SEBI Bhavan
Bandra-Kurla Complex,
Bandra East
Mumbai – 400 051.

Ref: RFP for supply of compatible toner cartridges and maintenance of printers across all SEBI offices

We, (name and designation) on behalf of -----having its registered office at ----- have submitted a Bid proposal to SEBI for ----- in response to the Request for Proposal (RFP) dated issued-----by SEBI.

We are duly authorized persons to submit this undertaking.

We have read and understood the aforesaid RFP and we hereby convey our absolute and unconditional acceptance to the aforesaid RFP.

We declare that we will provide the required number of Printers as per SEBI's requirement at the same rate quoted in the bid throughout the contract period.

SEBI may upgrade/ downgrade the number of printers as per their requirement at any point of time during the contract.

Dated this _____ day of _____ 2020

Signature

(Company Seal)

In the capacity of

Duly authorized to sign bids for and on behalf of:

4.19. Form 13: Bank Guarantee

To,
Chief General Manager
Securities and Exchange Board of India
SEBI Bhavan,
Plot No. C4-A, "G Block"
Bandra Kurla Complex
Bandra (East) - 400 051
India

Whereas Name of the Bidder (hereinafter called 'the Bidder') has submitted the bid for Submission of RFP # RFP Number dated Date for Supply of compatible toner cartridges and maintenance of printers across all SEBI offices at SEBI (hereinafter called "the Bid") to Securities and Exchange Board of India.

Know all Men by these presents that we Bank Name having our office at Address (hereinafter called "the Bank") are bound unto Securities and Exchange Board of India (hereinafter called "SEBI") in the sum of Rs. Amount in figures (Rupees Amount in words only) for which payment well and truly to be made to SEBI, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this Date

The conditions of this obligation are:

1. If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by SEBI during the period of validity of bid
 - (a) Withdraws his participation from the bid during the period of validity of bid document; or
 - (b) Fails or refuses to participate in the subsequent Tender process after having been shortlisted;

We undertake to pay SEBI up to the above amount upon receipt of its first written demand, without SEBI having to substantiate its demand, provided that in its demand SEBI will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to insert date and including extra time over and above mandated in the RFP from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

- I. Our liability under this Bank Guarantee shall not exceed Rs. Amount in figures
(Rupees Amount in words only)
- II. This Bank Guarantee shall be valid up to insert date
- III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before insert date) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:

5. Appendix II: Financial Bid Templates

The Bidders are expected to respond to the RFP using the forms given in this section and all documents supporting financial bid.

Forms to be used in Technical Proposal

Form 1: Covering Letter

Form 2: Detailed technical BOM with list of products, solutions, services and licenses

The Bidder should furnish the information / quotation as per following format:

1. MANDATORY ITEMS (for supply of compatible toner cartridges and maintenance of printers across all SEBI offices proposed as part of overall solution).
2. Bidders should include all the items required for successful implementation /operationalization of solution as per the scope mentioned in this RFP.
3. If some items are not mentioned in this commercial bid form which are required for successful implementation/operationalization of solution as per the scope of this RFP , then the same should be included as a separate line item in this commercial bid form.
4. If some items are not quoted by the bidders in this commercial bid form which are required for successful implementation/operationalization of overall solution as per the scope of this RFP, then the bidder should provide and maintain (during contract period) such items free of cost to SEBI.
5. The copy of the commercial bid form containing all the products and services to be proposed as part of project with masked price (without mentioning any price details) should be submitted along with the technical bid for the purpose of technical evaluation. If it contains any price information then the technical bid will be rejected.
6. The bidders are advised not to indicate any separate discount in the commercial bid. Discount, if any, should be merged with the quoted prices. Discount of any type, indicated separately, will not be taken into account for evaluation purpose.

5.1. Form 1: Covering Letter

To:

Location, Date

Chief General Manager
Securities and Exchange Board of India
SEBI Bhavan,
Plot No. C4-A, "G Block"
Bandra Kurla Complex
Bandra (East) - 400 051
India

Subject: Submission of the Financial bid for supply of compatible toner cartridges and maintenance of printers across all SEBI offices

Dear Sir/Madam,

We, the undersigned, offer to provide the Implementation services for for supply of compatible toner cartridges and maintenance of printers across all SEBI offices in accordance with your Request for Proposal RFP No dated Date of RFP and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of Amount in words and figures. This amount is excluding all the applicable taxes.

1. PRICE AND VALIDITY

All the prices mentioned in our Tender are in accordance with the terms as specified in the RFP documents. All the prices and other terms and conditions of this Bid are valid for a period of 120 days from the date of opening of the Bid.

2. UNIT RATES

We have indicated in the relevant forms enclosed, the unit rates for the purpose of on account of payment as well as for price adjustment in case of any increase to / decrease from the scope of work under the contract.

3. BID PRICING

We further confirm that the prices stated in our bid are in accordance with your Instruction to Bidders included in Bid documents.

4. QUALIFYING DATA

We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/documentary proof in this regard before evaluation of our Bid, we agree to furnish the same in time to your satisfaction.

5. BID PRICE

We declare that our Bid Price is for the entire scope of the work as specified in the Section 2. These prices are indicated Commercial Bid attached with our Bid as part of the Bid.

6. PERFORMANCE BANK GUARANTEE

We hereby declare that in case the contract is awarded to us, we shall submit the Performance Bank Guarantee as specified in the Appendix VIII of this RFP document.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e., *Last date of Validity of Proposal.*

We understand you are not bound to accept any Proposal you receive.

We hereby declare that our Bid is made in good faith, without collusion or fraud and the information contained in the Bid is true and correct to the best of our knowledge and belief.

Thanking you.
Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of Firm:
Address:

5.2. Form 2: Format for Commercial bid

Sl. No.	Item/ Details of Printer	Make & Version of proposed printer	Quantity (no.of printers)	appx numbers of cartridges consumed per annum	Offered Cartridge specification/ Model No	Unit Price of offered compatible cartridge (Rs.)	Total Price of cartridges consumption for period of 3 years (Installation, and maintenance) in (Rs.)	Applicable Taxes (GST)
	(A)	(B)	(C)	(D)	(E)	(F)	(G) =(D x F) x 3	(H)
<i>Part 1 – SEBI Ownded Cheque Printers</i>								
1	<u>Epson LQ-310 Dot Matrix Printer or higher version used for SAP Cheque printing</u>		21	21				
	Subtotal							
<i>Part 2- Bidder owned printers to be deployed at SEBI</i>								
2)	<u>All in one printer (Print/Scan/Copy), Color Printer: Inkjet Cartridge Type : Ink Tank/Cartridge</u>		350	1000				
3)	<u>Black& White, Laser, Duplex, Network. Cartridge Type: Laser</u>		120	500				

4)	<u>Multifunction Color Laser, Duplex, Network, wifi. Cartridge Type: Laser</u>		10	10				
5)	<u>Onsite FMS Support for 3 (three) years</u>		2 (two)					
	Sub Total							
	Grand Total Cost of the Project							

Note:

- a. The Above prices are exclusive of GST/taxes. Taxes will be paid by SEBI at actuals
- b. The Grand total should be written in figures and words. In case of any discrepancy in the figure and words, the amount in words will prevail.
- c. The prices quoted should include the cost of necessary peripheral devices such as Patch cords, cables, printer drivers etc. required for deployment of Printers.
- d. Lowest Grand Total price (exclusive of taxes) will be considered as L1 Price to award the contract. [Column G].

6. Appendix III: Present Printer Setup

TABLE 1

S.No.	Printer Features	Count					
		Mumbai	ERO and Los	NRO and LOs	WRO and LOs	SRO and LOs	Total
1	All in one printer (Print/Scan/Copy), Colour Printer –Inkjet /Cartridge Type : Ink Tank/Cartridge Existing Model:- HP Deskjet 2131	250	6	14	6	10	286
2	Black& White, Laser, Duplex, Network Cartridge Type : Laser Existing Model : Canon LBP 6230 dn	75	1	4	1	4	85
3	Multifunction/Multicolor Laser, Duplex, Network, wifi. Cartridge Type: Laser Existing Model: HP M180n , Epson L565 with wifi (Multicolor)	10					10
	Grand Total	335	7	18	7	14	381

SEBI owned printers (For which cartridge supply and maintenance is provided by existing vendor).If more printers are required in future Bidder has to supply

TABLE 2

S.No.	Printer Features	Count					
		Mumbai	ERO and LOs	NRO and LOs	WRO and LOs	SRO and LOs	Total
1	Epson LQ-310 Cheque printer: Dot matrix, Network	2	4	6	6	3	21

7. Appendix IV: Manpower Requirement

The bidders should propose on-site resources to be deployed both in DC. It is expected that there should be minimal human intervention on day to day operations.

A standard template for experience and certifications for on-site resources is given below:

<u>Category</u>	<u>Years of Experience</u>	<u>Certifications</u>
<u>Level 1</u>	<u>2+</u>	<u>Basic Knowledge of Printer Troubleshooting etc</u>

8. **Appendix V: Detailed Existing and Proposed Sizing**

Provide detailed existing sizing. If the solution is already sized by SEBI then we need to mention the proposed sizing as well.

9. Appendix VI: Functional and Technical Specifications

Note: Please refer to Disclaimers and Disclosures section before going through specifications.

<u>Sl. No.</u>	<u>Criteria</u>	<u>Compliance (Yes /No)</u>
	<u>Printer Make and Model as per Proposed specifications under technical requirements</u>	

10. Appendix VII: Responsibility matrix

<i>Sl. No.</i>	<i>Activity</i>	<i>Bidder</i>	<i>SEBI</i>
1.		√	
2.		√	√

11. Appendix VIII: Performance Bank Guarantee

WHEREAS

M/s. (name of Bidder), a company registered under the Companies Act, 1956, having its registered and corporate office at (address of the Bidder), (hereinafter referred to as “our constituent”, which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assigns), entered into an Agreement dated (Hereinafter, referred to as “the said Agreement”) with you (Securities and Exchange Board of India) for design, development, implementation and maintenance of *Supply of compatible toner cartridges and maintenance of printers across all SEBI offices*’ project at SEBI, as detailed in the said Agreement.

We are aware of the fact that in terms of sub-para (...), Section (...), Chapter (...) of the said Agreement, our constituent is required to furnish a Bank Guarantee for an amount Rs..... (In words and figures), being Value of Performance Bank Guarantee in Percentage of the Agreement Price of Rs. ... (In words and figures), as per the said Agreement, as security against breach/default of the said Agreement by our Constituent.

In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said Agreement with you, we, (name and address of the bank), have agreed to issue this Performance Bank Guarantee.

Therefore, we (name and address of the bank) hereby unconditionally and irrevocably guarantee you as under:

- i. In the event of our constituent committing any breach/default of the said Agreement, which breach/default has not been rectified within a period of thirty (30) days after receipt of written notice from you, we hereby agree to pay you forthwith on demand such sum/s not exceeding the sum of Rs..... (In words and figures) without any demur.
- ii. Notwithstanding anything to the contrary, as contained in the said Agreement, we agree that your decision as to whether our constituent has made any such default/s / breach/es, as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said Agreement, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.
- iii. This Performance Bank Guarantee shall continue and hold good till the completion of the warranty period for the ‘Total Solution’ i.e. (date), subject to the terms and conditions in the said Agreement.
- iv. We bind ourselves to pay the above said amount at any point of time commencing from the date of the said Agreement until the completion of the warranty period for the Total Solution as per said Agreement.

- v. We further agree that the termination of the said Agreement, for reasons solely attributable to our constituent, virtually empowers you to demand for the payment of the above said amount under this guarantee and we have an obligation to honour the same without demur.
- vi. In order to give full effect to the guarantee contained herein, we (name and address of the bank), agree that you shall be entitled to act as if we were your principal debtors in respect of your claims against our constituent. We hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of this Performance Bank Guarantee.
- vii. We confirm that this Performance Bank Guarantee will cover your claim/s against our constituent made in accordance with this Guarantee from time to time, arising out of or in relation to the said Agreement and in respect of which your claim is lodged with us on or before the date of expiry of this Performance Guarantee, irrespective of your entitlement to other claims, charges, rights and reliefs, as provided in the said Agreement.
- viii. Any notice by way of demand or otherwise here-under may be sent by special courier, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.
- ix. If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you (Securities and Exchange Board of India).
- x. This Performance Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to the benefit of you and be available to and be enforceable by you.
- xi. Notwithstanding anything contained herein-above, our liability under this Performance Guarantee is restricted to Rs..... (in words and figures) and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the aforesaid date of expiry of this guarantee.
- xii. We hereby confirm that we have the power/s to issue this Guarantee in your favour under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in his/their favour.
- xiii. We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said Agreement, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, notwithstanding any arrangement that may be entered into between you and our constituent, during the entire currency of this guarantee.

Notwithstanding anything contained herein:

- i. Our liability under this Performance Bank Guarantee shall not exceed Rs. (in words and figure) ;
- ii. This Performance Bank Guarantee shall be valid only up to (date, i.e. completion of warranty period for the Total Solution) ; and
- iii. We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand on or before (Date i.e. completion of the warranty period for the Total Solution).

This Performance Bank Guarantee must be returned to the bank upon its expiry. If the Performance Bank Guarantee is not received by the bank within the above-mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

Dated this Day *YEAR*.

Yours faithfully,

For and on behalf of the Bank,

(Signature) Designation

(Address of the Bank)

Note:

- a. This guarantee will attract stamp duty as a security bond under Article 54(b) of the Mumbai Stamp Act, 1958.
- b. A duly certified copy of the requisite authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence in the matter.

12. Appendix IX: Draft Master Service Agreement

The following are the general terms and conditions proposed to be included in the Agreement. However, these terms and conditions are not exhaustive and SEBI reserves the right to add, delete, modify or alter all or any of these terms and conditions in any manner, as deemed necessary by SEBI. SEBI also reserves the right to add, delete, modify or alter all or any of these terms and conditions in any manner, subject to any law of the land or directives issued by Government of India or the Central Vigilance Commission from time to time as the case may be.

The Bidder, selected for *Supply of compatible toner cartridges and maintenance of printers across all SEBI offices'*, will have to enter into an agreement directly with SEBI. The agreement shall contain various terms and conditions relating to payment, delivery, installation & operationalization, training, commissioning & acceptance, support during periods of warranty & maintenance, liability and penalty due to delay in performance responsibilities, etc. All the diagrams, drawings, specifications and other related literature & information, provided by the Solution Provider under the total solution and agreed to by SEBI, shall also form a part of the agreement.

The bill of material containing item-wise details in respect of all products, covered under the *Supply of compatible toner cartridges and maintenance of printers across all SEBI offices'_solution* , offered by the Solution Provider, must be furnished along with the prices thereof, as per the terms and conditions contained in this document. The Solution Provider shall undertake to ensure that the prices are reasonable and in the range of prices for similar / same products available in the market.

If any irregularity or any defect is detected anytime in respect of the above, SEBI shall have the right to take appropriate action against the Solution Provider, as deemed fit by SEBI.

All correspondences and other documents pertaining to the agreement/ contract shall be in English. The Agreement shall be governed and interpreted in accordance with the Indian laws.

12.1. Definitions

All definitions and meanings terms used in this Agreement will be as per the Request for Proposal (“RFP”) document.

12.2. Standards

The goods/products/services, supplied under this Agreement shall conform to the standards mentioned in the Technical Specification or agreed between SEBI and the Solution Provider, and when no applicable standard is mentioned, the goods/products

shall be supplied under the authoritative and appropriate international standards of the goods/products and such standards shall be the latest issued by the institutions concerned.

12.3. Prices

The price shall be exclusive of all taxes and SEBI will pay applicable taxes at the time of payment.

No escalation in price quoted shall be permitted for any reason whatsoever. Prices quoted shall be firm till the complete execution of the agreement including Warranty & Support Prices when quoted both in figures as well as in words have any discrepancy between the rates given in figures and in words, the rates given in words shall be considered.

12.4. Performance Bank Guarantee

The Solution Provider shall at his own cost and expense furnish within 30 (Thirty) business days from the effective date, an unconditional and irrevocable performance bank guarantee for *Value of Performance Bank Guarantee in Percentage* of Rs. _____/- (Rupees _____ only) in favor of SEBI, from a scheduled commercial Bank towards the due and punctual performance and fulfillment of this agreement in the format prescribed in Appendix VIII of RFP. This Performance Bank Guarantee shall be valid till the end of the warranty Period under this Agreement.

The Performance bank guarantee shall contain a claim period of 3 (Three) months (“Claim Period”) from the last date of validity (“validity date”). The performance bank guarantee may be discharged by SEBI upon being satisfied that there has been due performance of the obligations by the solution partner.

12.5. Taxes and Duties

1. The Successful Solution Provider shall be entirely responsible to pay all the taxes including but not limited to goods and services tax, corporate tax and income tax, duties, fee, toll, royalty tax, etc. in connection with the installation of the systems and the provisions of the services necessary for the successful implementation and maintenance of the supplied system.
2. Wherever the laws and regulations require deduction of such taxes at the source of the payment, SEBI shall effect such deductions from the payment due to the Solution Partner. The remittance of the amount so deducted and issuance of certificate for such deductions shall be made by SEBI as per the laws and regulations in force.
3. Any reduction/increase in taxes and duties affected on or after date of submission of bid up to date of successful completion of warranty shall be passed on to and borne by SEBI.

12.6. Project Plan and Acceptance Tests

The selected Bidder (“Solution Provider”) shall provide a Project plan to SEBI within one week of the signing of the Agreement. This Project Plan shall detail the tasks that has to be carried out and completed on various scheduled dates including the acceptance

testing. The Solution Provider shall submit weekly report on the progress of the project and also the status as on the scheduled date and actual date of each activity detailing any deviations to the SEBI's project manager. An Acceptance Test Plan ("ATP"), identifying the tests proposed to be conducted, along with Test scripts would be prepared and submitted to SEBI by the Solution Provider. The Project Plan and the ATP shall not be considered complete and final unless the same have been reviewed and accepted by SEBI.

The errors found during the Acceptance Testing by SEBI shall be promptly rectified by the Solution Provider. The Acceptance of all the goods or products as well as services under the Agreement shall be deemed to have taken place when the Solution Provider, in accordance with the agreement, has completed their supply, installation and successful commissioning and SEBI thereafter certified to the Solution Provider in writing the SEBI's acceptance of the Systems. The SEBI's acceptance certificate of the supplied goods/products shall in no way release the Solution Provider from any of its warranty obligations under the agreement.

12.7. Dispute Resolution

- i. All disputes and differences of any kind, whatsoever, between the Solution Provider and SEBI, arising out of or in relation to the construction, meaning, operation or effect interpretation of the agreement, or breach thereof shall be settled amicably. If, however, the Parties are not able to resolve any dispute or differences amicably, the same shall be referred to the sole arbitrator if mutually agreed upon, failing which, one arbitrator to be appointed by each Party to the dispute, and the third arbitrator to be appointed by the two arbitrators and such arbitration shall be in accordance with the provision of the Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof for the time being in force. The award made in pursuance thereof shall be binding on the Parties. The seat and venue of the arbitration shall be in Mumbai.
- ii. The Solution Provider shall continue to work under the agreement during the arbitration proceedings unless otherwise directed by the Arbitrator or by SEBI in writing, or unless the matter is such that, in the opinion of the arbitrator/arbitrators, the works cannot possibly be continued until the decision of the arbitrator/arbitrators, as the case may be, is obtained.

12.8. Notices

- i. Notice or other communications given or required to be given under this Agreement shall be in writing and shall be hand-delivered with acknowledgement thereof, or transmitted by pre-paid registered post by reputed courier to the address of the receiving party by the other in writing, provided such change of address has been notified at least 10 (ten) days prior to the date on which such notice has been given under the terms of this Agreement.

ii. Any notice or other communications shall be deemed to have been validly delivered on date of delivery if hand-delivered; if sent by registered post or by reputed courier, then on the expiration of 7 (seven) days from the date of posting. All notices, requests, demands and other communications under this agreement or in connection herewith shall be given to or made upon the respective parties as follows:

To SEBI :

Chief General Manager - ITD
Securities and Exchange Board of India
SEBI Bhavan,
Plot No. C4-A, "G Block"
Bandra Kurla Complex
Bandra (East) - 400 051
India

To Solution Provider:

address of Solution Provider

to such other person or addresses as any of the Parties shall have notified to the others.

12.9. Confidentiality

- a. The Solution Provider acknowledges that as a result of the Services that the Solution Provider is providing here-under, the Solution Provider may have access to the Confidential Information and proprietary (which shall include but not be limited to any business, commercial or financial information of SEBI or any information, documentation, data and other materials related to SEBI's business and operations) of SEBI that is or has been disclosed to the Solution Provider by SEBI and marked as confidential when disclosed in writing and when disclosed orally, identified as confidential at the time of disclosure and submitted in writing to the Solution Provider within 7 (seven) Business Days of such disclosure.
- d. Confidential Information does not include information which:
- (i) is publicly available at the time of its disclosure; or becomes publicly available following disclosure; or
 - (ii) is already known to or was in the possession of the Solution Provider prior to execution of this Agreement; or
 - (iii) is disclosed to the Solution Provider by a third party, which party is not bound by any obligation of confidentiality; or

- (iv) is or has been independently developed by the Solution Provider without using the Confidential Information or deriving from the Confidential Information of SEBI;
 - (v) is required to be disclosed with the prior consent of SEBI.
 - (vi) is required to be disclosed pursuant to any requirement/ guidelines/ direction/ order issued by regulatory, government, statutory bodies/ authorities.
- e. Similarly, SEBI agrees that during the course of this Agreement, SEBI may receive or come into possession of information that is confidential/proprietary to the Solution Provider (including but not limited to information relating to software, trade secrets, know-how/ technical data, research, products, software services, development, inventions, processes, engineering techniques, strategies, etc.) and that SEBI shall not disclose or divulge such confidential/ proprietary information of the Solution Provider to any third parties or make use or allow others to make use thereof either for its own benefit or for the benefit of others, directly or indirectly, and that the terms and conditions herein above set out with respect of the confidential information of SEBI, shall apply mutatis mutandis to the Solution Provider's confidential/ proprietary information.
- f. The confidentiality obligations of the Parties herein shall continue for the term of this Agreement and for a period of 2 (two) years thereafter.
- g. The Parties agree that they shall not permit the duplication or disclosure of Confidential Information of other Party, to any person (other than an employee, agent or representative of that Party who needs such information for the specific purpose of performance of obligations under this Agreement). Any document, other than this Agreement itself, shall remain the property of the disclosing Party and all copies thereof shall be returned to such disclosing Party on termination of this Agreement or upon earlier request by disclosing Party.
- h. The receiving Party understands and acknowledges that the disclosure of, or failure to adequately protect Confidential Information of disclosing Party, would result in irreparable harm to disclosing party. In addition to monetary damages, disclosing Party shall be entitled to any and all equitable remedies, including but not limited to injunctive relief, in the event the receiving party discloses or fails to protect the Confidential Information.

12.10. Indemnities

- a. The Solution Provider shall be liable to indemnify SEBI, at its own cost and expenses, against all losses/damages, which SEBI may suffer on account of violation by the Solution Provider of any or all national/international trade laws,

norms, standards, procedures etc. in relation to provision of services and deliverable under this Agreement.

b. Each Party shall be solely responsible for and shall indemnify and keep SEBI, its employees, agents, officers and directors indemnified and harmless from and against all costs (including but not limited to litigation expenses and attorney's fees), e x p e n s e s, losses, liabilities, fines, penalties, damages, claims, demands, actions or proceedings whatsoever for arising out :

- (i) any death or personal injury caused by any act or omission of the Solution Provider, its employees or agents;
- (ii) any third party claims for infringement of a copyright, patent, trademark or other intellectual property right of any third party including claims made by agents of the Solution Provider against SEBI for any breach committed by the Solution Provider in relation to such third parties;
- (iii) any claims arising out of the breach of any applicable laws by the Solution Provider, its employees or agents;
- (iv) any claims arising out of breach of the terms and conditions of confidentiality, non-disclosure, non-solicitation and related terms and conditions.

Notwithstanding the foregoing; Solution Provider shall not be obliged to indemnify SEBI if the claim mentioned therein arises out of any:

- (i) use of the services, deliverable, developed materials and other materials provided to SEBI by Solution Provider in a manner or purpose not intended by the Project Plan or against specific instructions of the Solution Provider, or
- (ii) use of the services, deliverable, developed materials and other materials provided to SEBI by the Solution Provider in conjunction with third party materials of services if the claim of infringement would not have arisen in the absence of such use, or
- (iii) use of the services, deliverable, developed materials and other materials provided to SEBI by the Solution Provider that are being designed or made to specifications to the order of SEBI, or
- (iv) if the infringement is occasioned by a modification to the services, deliverable, developed materials and other materials provided to SEBI by the Solution Provider.

- c. SEBI will defend, indemnify and hold the Solution Provider harmless from and against all losses, damages or costs arising out of or resulting from any action by a third party against the Solution Provider that is based upon any claim that the possession or use of any material supplied by SEBI in connection with the Services under this Agreement infringe a patent, copyright or other proprietary right or violate a trade secret of such third party and or for any loss, injury, claim or damage resulting from any death or injury to any person or property of the Solution Provider arising out of the use or possession of the equipment or location of SEBI by the Solution Provider or its personnel.

12.11. Intellectual Property Rights

- i. All Custom Software/customizations developed and furnished solely and exclusively for SEBI under this Agreement, shall be deemed a work made for hire, for the sole benefit of and belonging exclusively to SEBI. All rights, title and interest in and to such Custom Software/customizations and all copies thereof, in whatever medium (and including all Moral Rights thereto) throughout the world shall become owned exclusively by SEBI. Intellectual property and Source Code in the deliverables/software developed under this Agreement vest with SEBI upon the delivery and acceptance of deliverables and the receipt of payment by Solution Provider.
- ii. The Solution Provider and its employees and agents expressly waive any and all moral rights in the Custom Software, and any elements thereof, created, performed, contributed or prepared by the Solution Provider and its employees and agents pursuant to this Agreement. SEBI shall have the exclusive right to obtain and hold in its own name, all the Intellectual Property Rights in such Custom Software.
- iii. The Solution Provider shall give SEBI all reasonable assistance required to perfect the foregoing rights to the Custom Software/customizations, including (but not limited to) directing its employees to execute all applications for patents, trademarks, and/or copyrights, domestic and foreign, assignments and other papers necessary to secure and enforce rights related to any Custom Software.
- iv. SEBI acknowledges that in performing Services under this Agreement, the Solution Provider may use the Solution Provider's proprietary materials including without limitation any software (or any part or component thereof) tools, methodologies, processes, ideas, know-how and technology or any improvements, enhancements, modifications or customization thereto (Solution Provider Pre-Existing IP).
- v. Notwithstanding anything to the contrary contained in this Agreement, the Solution Provider shall continue to retain all the ownership rights, title and interests to all Solution Provider Pre-Existing IP and nothing contained herein shall be construed as preventing or restricting the Solution Provider from using Solution Provider Pre-Existing IP in any manner. To the extent that any Solution Provider Pre-Existing

IP or a portion thereof is incorporated or contained in a Deliverable under this Agreement, the Solution Provider hereby grants to SEBI a fully paid-up, irrevocable, non-exclusive, license for non-commercial use throughout the territory of India to access, replicate and use any Solution Provider Pre-Existing IP (in connection with the Deliverables and only as part of the Deliverables in which they are incorporated or embedded) which are (a) embedded in the Systems; or (b) necessary for the proper utilization of the SEBI Name of the Project, provided by the Solution Provider, including all inventions, designs and marks, embodied therein in perpetuity.

- vi. The foregoing license does not authorize SEBI to :
- separate Solution Provider Pre-Existing IP from the Deliverable in which they are incorporated for creating a standalone product for marketing to others; or
 - independently sell, lease, exchange, mortgage, pledge, license, sub license, assign or in any other way convey, transfer or alienate the Solution Provider Pre-Existing IP in favour of any person (either for commercial consideration or not (including by way of transmission), and/or reverse compile or in any other way arrive at or attempt to arrive at the source code of the Solution Provider Pre-Existing IP.
- vii. Notwithstanding anything to the contrary set forth anywhere else in the RFP or the Agreement, the Solution Provider shall not use any third party or the Solution Provider's proprietary software in the implementation of the Name of the Project that is not available to SEBI in the market on reasonable commercial terms. The Solution Provider shall identify all software and hardware that is necessary for the proper performance of the Name of the Project clearly to SEBI prior to execution of this Agreement.
- viii. All the Intellectual Property Rights in the third party software used in providing services including those forming part of or incorporated into the deliverables referred to above shall remain with the respective third party owners/ the Solution Provider's licensor and SEBI shall have user rights in accordance with end user license agreement (EULA) as applicable to use of such software.
- ix. If any of the Deliverables is held or is believed by the Solution Provider to infringe third party intellectual property rights, the Solution Provider shall have the option, at its expense, to:
- modify the Deliverables so as to make it non-infringing, or
 - obtain for SEBI a license to continue using the Deliverables.

12.12. Non Solicitation

Neither Party shall, without the consent of the other Party, employ or offer to employ (whether under a contract of service or under a contract for services) any person engaged or previously engaged by the other in a technical or managerial capacity in relation to the Project, during the subsistence of this Agreement and until a period of 24 (twenty four) months has expired after the termination or expiry of this Agreement.

For the avoidance of doubt, this restriction applies only to those employees who are connected with the Services performed under this Agreement. The clause does not prevent hiring based on responses by employees to public advertisement on any media that are not specifically targeted at the other Party's employees.

12.13. Force Majeure

- i. The Solution Provider or SEBI shall not be responsible for delays or non-performance of any or all contractual obligations, caused by war, revolution, insurrection, civil commotion, riots, mobilizations, strikes, blockade, acts of God, epidemics, fire, flood, obstructions of navigation by ice of Port of dispatch, acts of Government or public enemy or any other event beyond the control of either Party, which directly, materially and adversely affect the performance of any or all such contractual obligations.
- ii. Provided either Party shall immediately upon the occurrence of such a cause notify the other in writing of such causes. Unless otherwise directed by SEBI in writing, the Solution Provider shall continue to perform his obligations under this Agreement as far as possible, and shall seek all means for performance of all other obligations, not prevented by the Force Majeure event.
- iii. In the event that the said Force Majeure event exceeds 15 (fifteen) days, SEBI shall have the option of terminating this Agreement upon reasonable advance written notice to the Solution Provider. However, the Solution Provider shall be entitled to receive payments for all services and deliverables rendered up to the date of the termination of this Agreement.
- iv. If the performance in whole or in part or any obligation under this Agreement is prevented or delayed by any reason of Force Majeure for a period exceeding 90 (Ninety) days, either party may at its option terminate the contract without any financial repercussion on either side.

12.14. Publicity

- i. Neither Party shall use any name, mark or symbol of the other in any publicity release or advertising material or for any other purpose whatsoever without securing the prior written consent of the other.

- ii. Neither Party shall use the other Party's name or refer to the other Party directly or indirectly in any media release, public announcement or public disclosure relating to this Agreement or their subject matter, including in any promotional or marketing materials, customer lists, referral lists or business presentations without written consent from the other Party for each such use or release.

12.15. Waiver

No forbearance, indulgence or relaxation's by any Party at any time to require performance of any provision of this Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision and any waiver by any Party or any breach of any provisions of this Agreement shall not be construed as a waiver or an amendment of the provisions itself, or a waiver of any right under or arising out of this Agreement.

12.16. Non-Assignment

The Solution Provider shall not assign in a manner contrary to the terms of this Agreement deal with all/ or any of its rights and obligations under this Agreement without the prior written consent of SEBI.

12.17. Severability

If any part, provision, representation or warranty of this Agreement is found to be invalid, illegal or unenforceable under the applicable law, then only that part, provision, representation or warranty shall be deemed to be deleted as if it never formed part of this Agreement as long as such invalidity, illegality or unenforceability subsists. However, the Parties shall, in good faith, strive to achieve the commercial meaning of such deleted part, provision, representation or warranty under the applicable law.

12.18. Shipment of Goods

Applicable for Hardware Component

- i. The Solution Provider shall provide such packing of the goods/products as is required to prevent any damage or deterioration during transit to their final destination as indicated in this Agreement and SEBI shall not be responsible for any loss, misplacement of the goods or products. The packing, crating and/or boxing shall be sufficient to withstand, without limitation, rough or improper handling during transit and open storage. Packing case size and weights shall always take into consideration the remoteness of the goods'/products' final destination and the absence of heavy handling facilities at all points.
- ii. Each case, packing or box shall be plainly marked to designated official of SEBI and will include inside a copy of the corresponding packing list identifying the contents, duly authenticated. All the goods or products under this Agreement shall be air freighted by the Solution Provider.

- iii. The all Printers as per specifications to this Agreement shall be delivered to at the office of address
- iv. The all Printers as per specifications to this Agreement would be delivered at the office of address
- v. Sealed packs shall be opened only in the presence of authorized officials of SEBI. Each case, packing or box shall include inside a copy of the corresponding packing list identifying the contents. While unpacking the goods/products, the Solution Provider shall check physical availability of items as per the packing list.
- vi. The accessories (utilities, packaged software, etc. including complete set of manuals) as given by the principals' should be delivered with the hardware.
- vii. SEBI shall certify the acceptance of the delivered material in accordance with Bill of Materials after checking and inspecting the same.
- viii. Delivery of Products shall be deemed to have been made when the contents of the cases, boxes or packages are witnessed together by SEBI and the Solution Provider or their representatives, to be identical to those listed in the packing list included therein, installed and verified the internal components. However, this proof of delivery to the final destination shall in no way absolve or release the Solution Provider from the performance of his warranty obligations under this Agreement.

12.19. Delivery, Installation and Commissioning

- i. The Total Solution shall have a complete licensed copy of all the software/hardware/networking/security components.
- ii. The Solution Provider shall furnish certified true copies of all back to back license/support agreements entered into by the Solution Provider for providing Total Solution under this Agreement and ensure that the same are valid and in force during the term of this Agreement.
- iii. All the goods or products under this Agreement shall be delivered to the final destination specified by SEBI in this regard and all the costs till the time the goods or products are delivered shall be borne by the Solution Provider. The breakup costs of delivery costs like storage, loading, unloading, etc. shall be included in the Agreement Price. All the documents like Invoice, Packing list, Guarantee Certificates, Solution Provider' inspection reports, Insurance certificate, certificate of origin, etc. shall be

provided by the Solution Provider to SEBI. The Solution Provider shall also be responsible for the goods/products until their acceptance by SEBI.

- iv. The Solution Provider shall be responsible for installation and commissioning of the Systems including cabling and other related activities such as unpacking, uncarting, inspection etc. for which SEBI shall provide the required space. While unpacking and installation, the Solution Provider shall check physical availability of items as per the packing list. Delivery of goods or products shall be deemed to have been made when the contents are installed and components are witnessed together by SEBI and the Solution Provider or their representatives, to be identical to those listed in the packing list included therein. Delivery shall be considered complete only after items are accepted by SEBI. Further, the proof of delivery to the final destination shall in no way absolve/release the Solution Provider from the performance of his warranty obligations under this Agreement.
- v. The Solution Provider shall number the systems as indicated by SEBI, at the time of installation and commissioning.
- vi. Installation and configuration of the systems at site(s), including unpacking of cartons/boxes, shall be the responsibility of the Solution Provider.
- vii. SEBI reserves the right to install third party software/hardware or any other products in the systems as mutually agreed between the parties. In such case, there shall be no change in the warranty terms of the existing system as provided by the Solution Provider.
- viii. If SEBI desires to relocate the data centre for SEBI Name of the Project to any other location during the implementation/post implementation, the Solution Provider shall assist in de-installation and re-installation of entire solution. However, this exercise may be on chargeable basis, which shall be reasonable. SEBI reserves the right to shift systems to new locations within the country and the Solution Provider hereby agrees to assist SEBI during such process. The risks and costs of relocation shall be borne by SEBI and in such a case, there shall be no change in the warranty terms. In addition to above, the Solution Provider shall provide necessary assistance and detailed guidelines to SEBI to set up a level 3 data centre at the identified location. SEBI shall bear the responsibility of setting and maintaining the data centre.
- ix. The Solution Provider shall not encourage or partake in software piracy in any manner.

12.20. Reference to Expert Committee²

² “Expert Committee” means and comprise of independent experts in the field of information technology and finance as appointed by the parties within 2 (two) weeks from Effective Date

All disputes and differences concerning Deliverable and changes of any kind, whatsoever, between the Solution Provider and SEBI, shall be referred to an Expert Committee and the decision of the Expert Committee will be final and binding on the Parties.

The Expert Committee appointed under this clause shall:

- i. make a determination based upon the information made available by the Parties;
- ii. make a determination having regard to the obligations of the Parties under this Agreement;
- iii. notify the Parties in writing of their decision within 10 (ten) Business Days of referral of the dispute;

Expert Committee shall act as experts not as arbitrators and the cost of the Expert Committee's determination shall be borne equally by the Parties;

The Solution Provider shall continue to work under the Agreement during the reference to Expert Committee unless otherwise directed by the Expert Committee or by SEBI in writing, or unless the matter is such that the works cannot possibly be continued until the decision of the Expert Committee, is obtained;

If the dispute is not resolved in the above mentioned resolution phases, then the dispute shall be referred to Arbitration.

12.21. Insurance

- a. The Solution Provider shall fully insure each and every goods or products supplied under the total solution against all risks including terrorism, riots and civil commotion, for entire contract period i.e. period of three years with an insurance company/corporation after deployment of printers.
- b. The goods supplied under this Agreement shall be fully insured in Indian Rupees naming SEBI as the beneficiary. The Solution Provider shall submit insurance documents along with the delivery of corresponding products to SEBI.
- c. In case of any loss or damage occurs, the Solution Provider should be responsible for initiating and pursuing claims and settlement and simultaneously also make arrangements for repair and/or replacement of any damaged item/s.
- d. The sum assured shall be 125% of the goods supplied.

12.22. Correspondences

SEBI and the Solution Provider shall nominate a Project Manager each immediately on acceptance of the order, whom shall be the single point of contact for the project at Mumbai. However, for escalation purpose, details of other persons shall also be given. The project manager nominated by the Solution Provider should have prior experience in implementing similar systems in the past.

~~12.23. Not Applicable For This Rfp Change Management Procedure~~

- ~~i. During the course of implementation, it may be found that certain functionalities have been missed out in the Requirement Gathering Phase. The Solution Provider shall be required to incorporate these functionalities as part of this project. SEBI estimate that effort for such functionalities would be changes to be implemented at no additional cost to SEBI, in percentage terms of the total effort estimated for the implementation of the project and the Solution Provider shall provide these services at no additional charge to SEBI. Solution Provider shall be responsible for collation of all such enhancement requests submitted by SEBI. Change Control Requests (CCR) for enhancements shall be generated by SEBI clearly defining the functionality and desired calendar time for the implementation. The Solution Provider shall provide SEBI with a written estimate of the effort necessary for the implementation of the requested enhancements. Upon approval by SEBI, the Solution Provider shall prioritize development and carry out implementation of the enhancements in a controlled and efficient fashion.~~
- ~~ii. The Solution Provider shall provide details of effort estimation methodology followed internally to calculate the effort estimates including the tools and strategy used.~~
- ~~iii. The Solution Provider shall also provide a detailed post implementation post go-Live change management system including but not limited to:
 - ~~• Change request procedures~~
 - ~~• Software development/customization~~~~
- ~~iv. Documentation which includes design details, test cases executed vulnerability analysis etc. in addition to the user documentation.~~
- ~~v. In order to ascertain the road map of the proposed solution, the Solution Provider shall submit an assessment of following items but not limited to:
 - ~~• extent of customization and integration possible~~
 - ~~• available and proposed APIs~~
 - ~~• ability to include new features~~~~

12.24. Project Management and Correspondences

- i. SEBI shall designate certain positions within Solution Provider's staff as key Solution Provider's personnel and no Solution Provider's personnel shall be designated as a key Solution Provider's personnel unless SEBI's approval is obtained. The Solution Provider shall also, before commencement of each Phase of the Project, identify and designate the key personnel (lead resources) for such Phase.

- ii. The Solution Provider shall provide SEBI with the resumes of all personnel it proposes to staff as key Solution Provider's personnel and SEBI shall have the right to approve or reject such personnel in its sole and absolute discretion.
- iii. The Solution Provider shall not change any key Solution Provider's personnel approved by SEBI without the prior written approval of SEBI, which shall not be unreasonably withheld. However, no such approval shall be required in case of death, illness, retirement or resignation of such key Solution Provider personnel.
- iv. Prior to replacement of key Solution Provider's personnel, the Solution Provider should provide to SEBI the resumes of at least two (2) alternate members of its staff who have the same or better experience than the person who is being replaced and any replacement shall happen only once SEBI has approved the replacement personnel and such replacement personnel have had reasonable time to acquaint himself/herself with the functions being discharged by the present incumbent of the key Solution Provider's personnel position.
- v. The Solution Provider's personnel assigned to these positions shall be committed to the SEBI Name of the Project project at least for a period of twenty four (24) months at any given time and the Solution Provider shall also intimate SEBI in advance of any leave proposed to be taken by its key personnel for a minimum period of six (6) months from the date on which completion of the Project.
- vi. Each key Solution Provider's personnel shall execute a Confidentiality and Non-Disclosure Agreement as also an Undertaking inter alia undertaking that they shall not disclose any information acquired while dealing with the Project which is confidential in nature to anybody including their relatives and shall intimate SEBI or the Solution Provider before they or their relatives access the securities market during the implementation period of the Project.
- vii. SEBI and the Solution Provider shall each allocate a full time Project Manager who will interact with each other in the implementation of the Project and all other related matters.
- viii. SEBI's Project Manager shall be available to the Solution Provider at all reasonable times in matters connected to the assignment and shall be the single point contact in the matters related to the assignment. The Solution Provider's Project Manager shall have the responsibility and the necessary authority to deal with all day-to-day matters under this Agreement on behalf of the Solution Provider.

12.25. Deemed Acceptance

- a. In case SEBI (i) does not provide any review comments within the below mentioned period and/or (ii) starts using the Deliverables/ Systems in a live production environment after the below mentioned period, then the

Deliverables/Systems shall be deemed to be unconditionally and absolutely accepted by SEBI whether SEBI provides such acceptance certificate to the Solution Provider or not and the Solution Provider shall be entitled to receive the charges due on acceptance.

Sl. No	Type of Acceptance	Deemed Acceptance Period
A.	All Printers Deployment/Installation and testing	10 days after the date of installation, deployment and acceptance of the last printer across SEBI offices as per the printer count mentioned in purchase order issued to the successful bidder

- b. If any acceptance test fails at any stage, then it shall be repeated from the beginning, after the Solution Provider rectifies the problem, to comply with the specifications agreed upon by both the Parties and certify that the solution delivered for acceptance test is per the specifications. The deemed acceptance period would in such case recommence from the date of such certification.

12.26. Representation and Warranties

1. The Solution Provider represents and warrants to SEBI as under:

- i. that the Solution Provider has the experience and the technical know-how to undertake the Project and provide the Services under this Agreement.
- ii. that the Solution Provider has a valid license for the all software which form an integral part of the Total Solution.
- iii. The Services and the Systems, Products or any software provided, do not infringe, and shall not infringe or cause the infringement of, the proprietary rights of any third party.
- iv. The Service and the System shall utilize current and proven technologies.
- v. The Services to be provided hereunder shall be performed with qualified personnel in accordance with the applicable time schedules (or otherwise in a timely manner).
- vi. The Services and Systems shall be provided in a good and workman like manner, in accordance with the applicable Technical Specifications and Acceptance Criteria and at least at the same level and with the same degree of accuracy, quality, completeness, responsiveness and cost effectiveness which are consistent with good industry standards.
- vii. The Systems, Products or software provided hereunder properly interface with other systems, properly interface with each other, perform together as an integrated system and, as an integrated system, meet the warranties in this Agreement, including but not limited to the meeting of the Technical Specifications.
- viii. The Systems provided hereunder shall function as designed and be fit for the purpose for which they have been provided and will be otherwise be free of errors

and defects that interrupt systems operations or otherwise negatively impact normal operations or business processes.

- ix. During the term of this Agreement, the Services, Systems and any software provided shall not contain or introduce any viruses, bugs or disabling Codes. In the event of any such virus being introduced into SEBI's systems, the Solution Provider shall use its best efforts to minimize the impact of such virus.
2. All the Hardware and Software supplied under this Agreement shall be covered under Warranty for the duration of the warranty period years commencing from the date of acceptance of the total solution.
3. The Solution Provider shall undertake to maintain the Total Solution for a minimum period of AMC Period from the date of the expiry of the warranty period, with price break-up for each year. However, SEBI reserves right to enter into AMC for one or more years after Warranty at the finalized price and terms. If the Solution Provider fails to offer AMC for AMC Period, then the Bid is liable for rejection.
4. SEBI reserves the right to enter into AMC for part or full project/items. During AMC period if a particular product/hardware/software/component/services is discontinued or removed from the AMC contract, SEBI shall not pay the corresponding amount reserved for that components/product/service, etc.
5. SEBI represents and warrants to Solution Provider that all material or information provided by it to the Solution Provider in connection with or for the purposes of this Agreement are either owned by it or under proper license and the use and possession thereof by SEBI in connection with or for the purposes of this Agreement will not Infringe the rights of any third parties.

12.27. Maintenance

The scope of work for the maintenance period shall include:

1. The correction of any defects that may arise from the design or workmanship or from any act or omission of the Solution Provider that may develop under normal use of the supplied Systems. Normal operating environmental conditions shall be specified in the Agreement. On receiving the notification from SEBI, the Solution Provider shall carry out the repair / replace the defective systems as per the SLA's mentioned in the RFP/Purchase order (PO) document. This will be done at no extra cost to SEBI. Failure to remedy the defects within the period specified in this Agreement, may involve remedial action by SEBI at the Solution Provider' risk and expense and without prejudice to any rights that SEBI may have against the Solution Provider under this Agreement.
2. The provision of Emergency Maintenance Support including providing support and remedial services for problems that render the Name of the Project unavailable or

unresponsive; resolving any issues and correcting errors within the proposed products /solutions irrespective of the source of such problem; and working closely with SEBI to provide timely problem resolution and contingency planning for the Enterprise SOC and NOC.

3. Corrective maintenance
4. Preventive maintenance
5. Enhancement Services: The Solution Provider shall provide Enhancement Services as per the agreed Change Management Procedure. The Solution Provider shall work with SEBI to package maintenance patches and enhancements into releases based on SEBI's business and technical priorities. Solution Provider may include, in each release, emergency maintenance fixes, and/or critical bug fixes available but not yet implemented. In the case of a release containing maintenance patches and enhancements, only the portion of the release that would otherwise have constituted an Enhancement will be treated as an Enhancement, unless otherwise approved by SEBI.
6. Production Support and continuous improvement support: Solution Provider shall correct all problems with the *Supply of compatible toner cartridges and maintenance of printers across all SEBI offices'* in all the environments and shall minimize the impact on the total solution, SEBI and the authorized users of the solutions.
7. Fixation of bugs and patches, upgrades, updates, releases, versions of application software and system software, also carry out its implementation
8. The offer must give commitment to provide maintenance at the price quoted for contract Period (mention rates separately for each of the contract Period) from the date of expiry of three-year warranty.
9. Replacement equipment shall be covered under warranty for a three-month period, or the time remaining in the Warranty Period for the item replaced, whichever is greater. The Warranty Period for replacement Software shall be identical to the initial warranty period for the defective Software unless otherwise specified in the agreement/ contract. During the Warranty Period, the Solution Provider will provide at no additional cost to SEBI all Product and documentation updates, releases, upgrades, patches, bug fixes etc. of all products including system software within 15 days of their availability.
10. The AMC payment shall be released quarterly in arrears. SEBI reserves the right to enter into AMC for part or full project/items.

11. As a part of the maintenance agreement/ contract, the Solution Provider shall provide software updates, releases, upgrades, version upgrades, versions etc. of all the Application Software, System Software, Custom Software and any other software included in the Products and also carry out its implementation.
12. SEBI may decide to outsource the maintenance of the systems to a third-party or SEBI may decide to perform the maintenance in-house. In such case, the Solution Provider shall undertake to provide to the persons / agencies, authorized by SEBI for the purpose, requisite maintenance training, technical know-how kits, and expert assistance on terms mutually agreed upon between SEBI and the Solution Provider.
13. The Solution Provider acknowledges that the Name of the Project performs a very important function and that its continued availability of all of the functionality plays an integral role in the effective discharge of roles and functions of SEBI. Hence the Solution Provider agrees that the services provided by the Solution Provider in relation to the technical support and maintenance shall be subject to a service level agreement and appropriate service level commitments. The Solution Provider agrees that in the event that the Solution Provider defaults in meeting such agreed service level commitments, in addition to the other remedies that SEBI has (such as Liquidated Damages), SEBI shall also be entitled to Service level credits as may be agreed to between the Parties.

12.28. Solution Provider's Obligations

- i. The following forms illustrative obligations of the Solution Provider. These are not exhaustive.
- ii. The Solution Provider shall be solely responsible for the performance and completion of all his obligations.
- iii. The Solution Provider shall abide by the job safety, insurance, customs and immigration measures prevalent and laws in force in India, and shall indemnify SEBI and keep SEBI harmless at all times against all demands or responsibilities arising from accidents or loss of life, the cause of which is the Solution Provider's negligence. The Solution Provider shall pay all indemnities arising from such incidents and shall not hold SEBI responsible or obligated.
- iv. The Solution Provider shall be responsible for and obligated to conduct all contracted activities with due care and diligence, in accordance with this Agreement and using state-of-the-art methods and economic principles, and exercising all reasonable means to achieve the performance specified in this Agreement.
- v. The Solution Provider shall be obliged to give sufficient support to SEBI's staff, work closely with SEBI's staff, act within its own authority, and abide by directives issued by SEBI that are consistent with the terms of the Agreement. The Solution Provider shall be responsible for managing the activities of its

personnel and any sub-contracted personnel, and will hold itself responsible for any misdemeanours.

- vi. The Solution Provider shall appoint an experienced Representative to manage its performance of the Agreement/ contract within 15 (fifteen) days of signing of the Agreement. The Representative shall be authorized to accept orders and notices on behalf of the Solution Provider, and to generate notices and commit the Solution Provider to specific courses of action within the scope of this Agreement.
- vii. The Representative may be replaced only with the prior written consent of SEBI. The Solution Provider shall be solely responsible for the performance of the Agreement to the satisfaction of SEBI.
- viii. SEBI shall designate certain positions within the Solution Provider's staff as key personnel. The Solution Provider's personnel assigned to these positions shall be committed to the Name of the Project project for a minimum period of 24 months from the date on which they commence work for SEBI under this project. No Solution Provider's personnel shall be staffed as key Solution Provider's personnel unless SEBI's approval is obtained. The Solution Provider must provide SEBI with the resumes of all personnel it proposes to staff as key Solution Provider's personnel and SEBI shall have the right to approve or reject such personnel in its sole and absolute discretion. The Solution Provider shall not change any key Solution Provider's personnel approved by SEBI without the prior written approval of SEBI, which shall not be unreasonably withheld. Prior to replacement of key Solution Provider's personnel, the Solution Provider shall provide the SEBI the resumes of at least 2 (two) alternate members of its staff who have the same or better experience than the person who is being replaced and any replacement shall happen only once SEBI has approved the replacement personnel and such replacement personnel have had reasonable time to acquaint himself/herself with the functions being discharged by the present incumbent of the key Solution Provider's personnel position.
- ix. The Solution Provider shall always send trained and experienced engineers to provide services at required locations of SEBI. Their name, contact address and phone nos. shall be advised in writing to SEBI.
- x. Whenever any designated personnel of the Solution Provider is leaving his job, the Solution Provider shall immediately inform the same on receipt to give prior information about this to SEBI.
- xi. The Solution Provider's engineer(s) shall always work on SEBI networks & devices from SEBI premises and shall never enter into SEBI network from any other public or private network under any circumstance.
- xii. The Solution Provider's engineer(s) shall not change the password of network, security devices / applications software / tools without the knowledge of SEBI's IT Team. In case they are aware about any password(s), they shall not share it with anyone other than SEBI's team without prior written approval from SEBI's Team.

- xiii. If necessary, SEBI may escalate the call to higher authorities of the Solution Provider. In that case, the Solution Provider shall put their maximum efforts and deploy their best resources to resolve the calls at the earliest possible time frame at all locations and ensure appropriate uptime.
- xiv. The Solution Provider shall be responsible for any or all act of its employees that may result in security breach in respect of SEBI network.
- xv. The Solution Provider shall assign personnel of appropriate qualifications and experience to perform the services in order to fulfil its obligations.
- xvi. The Solution Provider shall designate one of its personnel as the Project Manager, to interact with the Designated Customer Support Contact from SEBI for the purposes of getting approvals, progress report, discussing and resolving issues, arranging meetings, etc.
- xvii. The Solution Provider shall exercise requisite control and supervision over its personnel in the course of rendering the services and make best efforts to ensure that the services are rendered in a continuous and uninterrupted manner.
- xviii. The Solution Provider shall always respect the confidentiality of all information given to it by SEBI and shall not divulge such information to any third party or other units without the prior written consent of SEBI.
- xix. The Solution Provider shall promptly install/implement the corrected licensed software and/or maintenance releases provided at the Designated Location(s) of SEBI at no additional cost or fees or expenses.
- xx. The Solution Provider shall undertake regular preventive maintenance of the licensed software.
- xxi. All bug fixations / modifications / enhancements relating to the licensed software shall be done by the Solution Provider in a time bound manner as per the SLA. The Solution Provider shall adopt a common, smooth, timely and effective and satisfactory bug/enhancement handling mechanism. The Solution Provider agrees that the errors resulting from the licensed software shall not be attributed to alleged misuse, improper use, alteration or damage by users. The Solution Provider shall compensate SEBI such financial loss suffered by SEBI if the Solution Provider fails to fix bugs, provide the modifications / enhancements / customization as required by SEBI as per the terms and conditions of this Agreement and to meet the services level agreements as will be entered into by the Solution Provider with SEBI.
- xxii. The Solution Provider is obliged to work closely with SEBI's staff, act within its own authority and abide by directives / instructions issued by SEBI from time to time. The Solution Provider will abide by the job safety measures prevalent in India and will free / indemnify Purchaser from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Solution Provider's negligence. The Solution Provider shall pay all indemnities arising there from and shall not hold SEBI responsible or obligated.
- xxiii. The Solution Provider shall be required to develop, maintain and manage the

proposed services to enable SEBI to meet its requirements. It shall be the Solution Provider's responsibility to ensure compliance to the requirements of the continued operation of the intended services in accordance with and in strict adherence to the terms of this Bid, the RFP and this Agreement.

- xxiv. In addition to the aforementioned, the Solution Provider shall ensure that the Solution Provider's Team is competent, professional and possesses the requisite qualifications and experience appropriate to the task they are required to perform under this Agreement. The Solution Provider shall ensure that the Services are performed through the best efforts of the Solution Provider's Team, in accordance with the terms hereof and as per Acceptance Criteria. Nothing in this Agreement shall be considered to relieve the Solution Provider from its liabilities or obligations under this Agreement to provide the Services in accordance with the SEBI's directions and requirements and as stated in this Agreement and the Bid to the extent accepted by the SEBI and the Solution Provider shall be liable for any non-performance, non-compliance, breach or other loss and damage resulting either directly or indirectly by or on account of its Team.
- xxv. All personnel so employed/engaged by the Solution Provider shall all times be the employees of the Solution Provider under all statutes and in case any dispute arises between such personnel and the Solution Provider, it shall be resolved and settled between them. The Solution Provider agrees and undertakes that in no way the Solution Provider shall involve SEBI in any of their grievances and/or disputes. The Solution Provider undertakes to indemnify SEBI against any and all claims, proceedings, actions, damages, losses, costs and expenses arising out of a) such grievances or disputes b) noncompliance of applicable law c) non-payment / delays in payment of dues of its employees d) settlement / payments of any claim or penalty or dues pertaining to employees of the Solution Provider d) cost of litigation, proceeding including fees of legal professionals engaged by SEBI for defending or responding or pursuing such litigation / proceedings. The Solution Provider shall maintain all books and records as are required to be maintained under the applicable rules, regulations and laws including muster roll, wage register, leave register etc. and the Solution Provider shall be solely and personally responsible and liable for the breach of any or all of the statutory obligations in respect of all its employees etc. engaged under this Agreement and SEBI shall in no way be held responsible for any breach committed by the Solution Provider in this regard. During the terms of this Agreement as well as after expiry / termination of this Agreement, SEBI shall not have any privity of contract with designated employs of the Solution Provider.
- xxvi. SEBI shall not be held liable or responsible for any claim (monetary or otherwise), damage (of any kind) or liability suffered by the Solution Provider and/or its employees, employed / engaged for providing services under this Agreement. The Solution Provider undertakes that no claim / dispute shall be raised against SEBI by contractors or employees engaged by the Solution Provider.

- xxvii. The Solution Provider shall supply to the SEBI, at least 10 (ten) days prior to the effective date of commencement of works/services or kick-off meeting whichever is earlier, an organization chart showing the proposed organization/manpower to be established by the Solution Provider for execution of the work/facilities/services including the identities and Curriculum-Vitae of the key personnel to be deployed. The Solution Provider shall inform SEBI in writing in advance, of any revision or alteration of such organization charts.
- xxviii. The Solution Provider shall provide necessary supervision during the site preparation and installation of the equipment at the Data Centre and as long thereafter as SEBI may consider necessary for the proper fulfillment of the Solution Provider's obligations under this Agreement. The Solution Provider or his competent and authorized representative(s) shall be constantly present at the whole time for supervision. The Solution Provider shall authorize the Supervisor or his representative to receive directions and instructions (if any) from SEBI's Representative.
- xxix. The Solution Provider shall be responsible for the deployment, transportation, accommodation and other requirements of all its employees required for the execution of the work and for all costs/charges in connection thereof or incidental thereto.
- xxx. The Solution Provider shall provide and deploy, on the Site for carrying out the work, only those manpower resources who are skilled and experienced in their respective trades and who are competent to execute or manage/supervise the work in a proper and timely manner.
- xxxi. SEBI's Representative may at any time object to and require the Solution Provider to remove forthwith from the site a supervisor or any other authorized representative or employee of the Solution Provider or any person(s) deployed by Solution Provider, if, in the opinion of SEBI's Representative the person in question has misconducted himself or his deployment is otherwise considered undesirable by SEBI's Representative. The Solution Provider shall forthwith remove and shall not again deploy the person in question at the work site without the prior written consent of SEBI's Representative.
- xxxii. SEBI's Representative may at any time direct the Solution Provider to remove from the work / Site the Solution Provider's supervisor or any other authorized representative including any employee of the Solution Provider or any person(s) deployed by the Solution Provider for professional incompetence or negligence or for being deployed for work for which he is not suited. The Solution Provider shall take necessary steps to remove that person from deployment on the work, which the Solution Provider shall then forthwith do and shall not again deploy any person so objected to on the work or on the sort of work in question (as the case may be) without the written consent of SEBI's Representative.
- xxxiii. The Solution Provider shall maintain backup personnel and shall promptly provide replacement of every person removed, pursuant to this section, with an equally competent substitute from the pool of backup personnel.

- xxxiv. In case of change in its team composition owing to attrition, the Solution Provider shall ensure a reasonable amount of time-overlap in activities to ensure proper knowledge transfer and handover/takeover of documents and other relevant materials between the outgoing and the new member. The exiting team member should be replaced with an equally competent substitute from the pool of backup personnel. The Solution Provider shall ensure that the project or services should not be adversely affected due to any change in team deployed / engaged to provide Services under this Agreement.
- xxxv. The Solution Provider shall comply with the provision of all laws including Information Technology Act (as amended), labour laws, rules, regulations and notifications issued there under from time to time. The Solution Provider shall comply with all norms relating to data protection including any law or rules or regulations that may be in force during the term of this Agreement. All safety and labour laws enforced by statutory agencies and by SEBI shall be applicable in the performance of this Agreement and Solution Provider shall abide by these laws.
- xxxvi. The Solution Provider shall promptly but not later than two days, report to the SEBI any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.
- xxxvii. The Solution Provider shall also adhere to all security requirement/regulations of the SEBI during the execution of the work.
- xxxviii. The Solution Provider and its employees shall ensure to obtain permissions for bringing or using any electrical equipment, portable devices etc. from SEBI.
- xxxix. The Solution Provider and its employees shall always adhere to internal security and safety policies of SEBI.
- xl. The Solution Provider shall put all efforts to ensure that no Computer Virus is introduced onto SEBI's or any user's computer equipment or systems by any act, omission or negligence of the Solution Provider or its employees. The User shall mean any entity using services, software, systems etc. provided by SEBI or licensed to SEBI.

Access to the SEBI Data Centre should be strictly restricted in the following manner:

- a) No access to any person except one explicitly authorized by SEBI shall be allowed entry. Even if granted, access shall be restricted to the pertaining equipment of SEBI only and access to any other equipment must be strictly precluded by necessary means, locks, video surveillance, etc.
- b) No access to any person (even if authorized by SEBI) shall be allowed without being unaccompanied by a security staff at all times during his/her presence in the Data Centre area and subject to recorded video surveillance.
- c) No access to any employee of the Solution Provider, except the essential staff who have genuine work- related need, shall be given. All such access shall be

logged in a loss-free manner for permanent record with unique biometric identification of the employee to avoid misrepresentations or mistakes.

12.29. Agreement/ contract Amendments

Any change made in any clause or clauses of this Agreement which shall modify the purview of this Agreement within the validity and currency of this Agreement shall be deemed as an Amendment. Such an Amendment can and shall be made and be deemed legal only when the Parties to this Agreement provide their written consent about the Amendment, subsequent to which the Amendment shall be duly signed by the Parties and shall be construed as a part of this Agreement. The details of the procedure for Amendment may also be specified in the Amendment.

12.30. Applicable Law and Jurisdiction

The law governing this Agreement shall be the laws of India and the Courts in Mumbai shall have exclusive jurisdiction to adjudicate any dispute(s) that may arise in connection or in relation to this Agreement including its interpretation thereof, irrespective of the place of the cause of action and rights and liabilities of the Parties hereto.

12.31. Governing Language

All correspondences and other documents pertaining to this Agreement shall be in English only.

12.32. Limitation of Liability

- i. The Solution Provider shall be excused and not be liable or responsible for any delay or failure to perform the Services or failure of the Services or a Deliverable under this Agreement to the extent that such delay or failure has arisen as a result of any delay or failure by SEBI or its employees or agents or third party service providers to perform any of its duties and obligations as set out in this Agreement. In the event that the Solution Provider is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of SEBI, then the Solution Provider shall be allowed an additional period of time to perform its obligations and unless otherwise agreed the additional period shall be equal to the amount of time for which the Solution Provider is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of SEBI. Such failures or delays shall be brought to the notice of SEBI, immediately within 2 (two) days of occurrence such failures or delays and subject to mutual agreement with SEBI, the Solution Provider shall take such actions as may be necessary to correct or remedy the failures or delays and maintain record of all such incidents.
- ii. Notwithstanding anything contained in this Agreement the total cumulative liability of either party arising from or relating to this Contract shall not exceed the total amount paid to the Solution Provider by SEBI under this Agreement (excluding the taxes, reimbursements etc.) during the **12 months** prior to the claim date that

gives rise to such liability (as of the date the liability arose); provided, however, that this limitation shall not apply to any liability for damages arising from (a) willful misconduct or (b) indemnification against third party claims for infringement.

12.33. Extension of Bank Guarantees

The Solution Provider shall be responsible for extending the validity date and claim period of all the bank guarantees as and when it is due on account of incompleteness of work under guarantees. SEBI shall invoke the guarantee before expiry of validity if work is not completed and the guarantee is not extended, accordingly.

12.34. Stamp Duty

The stamp duty and any other incidental charges payable on this Agreement shall be borne and paid by the Solution Provider.

12.35. Order of Precedence

It is understood by the Parties that certain technical statements made in other documents may be additive and not considered conflicting or ambiguous. The order of Precedence shall be as follows:

- (i) The terms and conditions of this Agreement and the appendices attached to this Agreement;
- (ii) SEBI's Request For Proposal dated November 20, 2020; Clarifications to the RFP issued by SEBI; Other Communications carried out through paper, email and, written submissions in meetings held for the purpose of this project.
- (iii) Solution Provider's Proposal dated December 15, 2020;; Solution provider's addendum

For the avoidance of doubt, the most recent document takes precedence in the event of ambiguity or conflict between the Contract Documents.

12.36. Exit Management / Transition Support

1. During the acceptance test, the Solution Provider shall provide two expert personnel at the site on a full time basis, in addition to such other personnel as may be deployed at the site by the Solution Provider for performance of this Agreement. These personnel shall be responsible for all transition supports, necessary to complete the acceptance test on the Systems. The details of the transition support shall be specified in the agreement/ contract
2. In the event that the SEBI decides to award the AMC (4th, 5th, 6th, 7th year) to any third party, the Solution Provider shall provide detailed termination assistance services to SEBI and/or a successor Solution Provider on termination/expiry of the AMC which shall enable SEBI/the successor Solution Provider to assume AMC responsibilities without any deterioration in the service levels.
3. The Solution Provider shall provide a comprehensive exit management/transition out plan to ensure smooth transfer of the services so as to continue to meet SEBI's business requirements in a way that minimizes unplanned business interruptions.

4. The Solution Provider shall include a project plan (“Transition Project Plan”) indicating the tasks, timeframes, resources, and responsibilities associated with the transition activities.
5. The Solution Provider shall ensure that all the documentation required for smooth transition including configuration documents are kept up to date and is made available to SEBI at regular intervals as well as during the exit management process.

12.37. Sole Point of Contact:

Irrespective of whether or not the Solution Provider is the sole provider of the services and the systems that comprise the SEBI Name of the Project, the Solution Provider / lead Solution Provider in case of consortium shall be liable to SEBI for the provision of the Name of the Project as contracted between SEBI and itself. The Solution Provider shall not be allowed to rely on failure by a third party (whether a consortium member or a subcontractor) to provide any hardware, software or services to excuse itself from a delay or a failure to discharge its obligations under this agreement/ contract.

12.38. Reporting Progress of the Project

The Successful Solution Provider shall monitor progress of all the activities specified in the program of works and submit free of cost weekly progress report about various aspect of the works/Services to the SEBI including hindrance if any. The Successful Solution Provider shall provide inventory details at the end of each month as per SEBI format.

12.39. Adherence to safety procedures, rules, regulations and restriction

1. The Solution Provider shall comply with the provision of all laws including labour and industrial laws, rules, regulations and notifications issued there under from time to time. All safety and labour and industrial laws enforced by statutory agencies and by SEBI shall be applicable in the performance of this Agreement and the Solution Provider shall abide by these laws. The Solution Provider shall indemnify and keep indemnified and hold harmless the SEBI for any loss, damage, claims, costs, charges, expenses, etc. arising out of and/or suffered on account of actions, litigations, proceedings, suits, arising out of breach of the above laws.
2. The Solution Provider shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions.
3. The Solution Provider shall also adhere to all security requirement/regulations of the SEBI during the execution of the work.

12.40. Termination

- a. It is agreed, without prejudice to any other remedy available in case of default on the part of either Party in the performance of this Agreement or in the discharge of any contractual obligations arising out of this Agreement, that either Party may terminate this Agreement if the other Party commits substantial breach of its

obligations including but not limited to payment and such breach is not corrected within 30 (thirty) days from the date of receipt, by the defaulting Party, of a written notice of intended termination from the other Party, provided however that this period may be extended for an additional period of 30 (thirty) days, if the defaulting Party, has taken necessary steps to cure such breach under advice to the other Party.

- b. SEBI may at any time terminate this Agreement if the Solution Provider:
- i. has winding-up or insolvency proceedings commenced against it which are not withdrawn within 14 (fourteen) days of such commencement;
 - ii. is placed in voluntary liquidation or has a receiver, receiver and manager or other administrator nominated by a creditor or creditors appointed in respect of its assets;
 - iii. enters into or proposes to enter into any scheme of arrangement or any composition for the benefit of its creditors, save for the purpose of solvent reconstruction;
 - iv. becomes subject to any event analogous to, or enters into any arrangement analogous to, any of those events or arrangements referred to in paragraphs above;
 - v. has change in its ownership or control so as to materially impede its ability to discharge its obligations under this agreement; or,
 - vi. is not able to perform any or all of its contractual obligations pursuant to Force Majeure.
- c. In the event of this Agreement being terminated, SEBI shall be liable to make complete payments of the amount due under this Agreement up to the effective date of termination for which services (including parts thereof) have been rendered by the Solution Provider and such committed costs for software licenses and hardware that Solution Provider has incurred for provision of services to SEBI under this Agreement as per Payment for deliverables clause. In case SEBI suspends or keeps on hold the Project for any reason whatsoever, SEBI shall be liable to make payments for the services rendered by the Solution Provider till the effective date of such suspension or withholding of project.
- d. Forthwith on the expiry or earlier termination of this Agreement, each Party shall, return to the other party all documents and materials, belonging to the other party with regard to this Agreement, or shall at the option of the disclosing party destroy under written certification all documents or materials in connection with this Agreement in a manner under the written certification of the key personnel of SEBI as well as Solution provider that its subsequent retrieval by whatever means is rendered impossible.

12.41. Conflict Of Interest

The Solution Provider shall disclose to the SEBI in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Solution Provider or the Solution Provider's team) in the course of performing the Services as soon as practical after it becomes aware of that conflict.

12.42. Entire Agreement

This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof and thereof. This Agreement supersedes all prior or simultaneous representations, discussions, negotiations, letters, proposals, agreements and understandings between the parties hereto with respect to the subject matter hereof, whether written or oral. Each Party acknowledges that it has not relied on or been induced to enter into this Agreement by a representation or warranty other than those expressly set out in this Agreement. To the extent permitted by applicable law, a Party is not liable to another Party in contract or tort or in any other way for a representation or warranty that is not set out in this Agreement.

12.43. Audits

SEBI can, at any time, conduct any third party inspections / audits during the tenure of this Agreement. The Solution Provider must make all necessary changes (for the in scope devices /applications) as mentioned by the results of these audits. SEBI shall incur the cost of appointment of a third party for audit. The Solution Provider shall ensure that the findings of the audit are successfully closed by the bidder within a mutually agreed timeline.

13. Appendix X: Service Level Agreement

THIS AGREEMENT is made on this the ____ day of ____ 20__ at _____, India.

BETWEEN

SECURITIES AND EXCHANGE BOARD OF INDIA, established under the Securities and Exchange Board of India Act, 1992 having its office at SEBI Bhavan, Plot No. C4-A, “G Block”, Bandra Kurla Complex, Bandra (E), Mumbai 400 051, India, hereinafter referred to as “**SEBI**” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors) of the First Part.

AND

_____, a Company incorporated under the Companies Act, 1956, having its registered office at _____ (hereinafter referred to as ‘the Solution Partner/SI’ which expression shall, unless the context otherwise requires, include its permitted successors and assigns).

Each of the parties mentioned above are collectively referred to as the ‘*Parties*’ and individually as a ‘*Party*’.

WHEREAS:

1. SEBI is desirous to implement the project of-----.
2. SEBI and Solution Partner have entered into a Master Services Agreement dated date (the “*MSA*”).

NOW THEREFORE, in consideration of the mutual covenants, promises, assurances, representations and provisions set forth herein, the Parties hereto agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Terms and expressions used in this Agreement (including the Introduction) shall have the meanings set out in Annexure A.

1.2 Interpretation

In this Agreement, unless otherwise specified:

- a) references to Clauses, Sub-Clauses, Paragraphs and Schedules are to clauses, sub clauses, paragraphs of and schedules to this Agreement;
- b) use of any gender includes the other genders;

- c) references to a '**company**' shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established;
- d) references to a '**person**' shall be construed so as to include any individual, firm company, government, state or agency of a state, local or municipal authority or government body or any joint venture, association or partnership (whether or not having separate legal personality);
- e) a reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or reenacted;
- f) any reference to a '**day**' (including within the phrase 'business day') shall mean a period of 24 hours running from midnight to midnight;
- g) references to a '**business day**' shall be construed as a reference to a day on which SEBI conducts regular business;
- h) references to times are to Indian Standard Time;
- i) a reference to any other document referred to in this Agreement is a reference to that other document as amended, varied, novated or supplemented at any time; and
- j) all headings and titles are inserted for convenience only. They are to be ignored in the interpretation of this Agreement.

1.3 Measurements and Arithmetic Conventions

All measurements and calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down except in money calculations where such amounts shall be rounded off to the nearest INR.

1.4 Ambiguities within Agreement

In case of ambiguities or discrepancies within this Agreement, the following principles shall apply:

- (a) as between two Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in a general Clause;
- (b) as between the provisions of this Agreement and the Schedules, the Agreement shall prevail, save and except as expressly provided otherwise in the Agreement or the Schedules; and
- (c) as between any value written in numerals and that in words, the value in words shall prevail.

1.5 Priority of agreements

The Parties hereby expressly agree that for the purpose of giving full and proper effect to this Agreement, the MSA and this Agreement shall be read together and construed harmoniously. In the event of any conflict between the MSA and this Agreement, the provisions contained in the MSA shall prevail over this Agreement.

2. STRUCTURE

This SLA shall operate as a legally binding services agreement specifying terms which apply to the Parties in relation to the provision of the Services by the Implementation Agency to SEBI and its nominated agencies under this Agreement and the MSA.

3. OBJECTIVES OF THIS SLA

The Implementation Agency shall be required to ensure that the Service Levels which shall ensure the following but not limited to:

- (a) Improving the efficiency, accuracy and service delivery of operations for SEBI.
- (b) Leveraging the benefits in new system in order to:
 - (i) Guarantees levels of reliability, availability and responsiveness to systems and applications
 - (ii) Provide inbuilt mechanism of security, privacy and quality control for IT Infrastructure.
 - (iii) Generate meaningful MIS/Reports from the system.

To meet the aforementioned objectives, the Implementation Agency will provide the Service Levels in accordance with the performance metrics as set out in detail in this Agreement. Further this Agreement shall govern the provision of the contracted services of the Implementation Agency to SEBI from the Go-Live Date.

4. AGREEMENT OWNERS

The following personnel shall be notified to discuss the Agreement and take into consideration any proposed SLA change requests:

	Title	Telephone	Email
SEBI	Authorized Representative		
Implementation Agency			

5. CONTACT LIST

In the event that there is any change in the listed contacts, the same shall be communicated and updated prior to such change occurring. The Single Point of Contact (“POC”) for the Implementation Agency shall be *** and will be available 24X7.

	Title	Location	Telephone
SEBI	Authorized Representative		
Implementation Agency			

6. PRINCIPAL CONTACTS

SEBI and the Implementation Agency will nominate a senior staff member to be the principal contact regarding operation of this Agreement. At the date of signing of this Agreement, the nominated principal contacts are:

SEBI principal contact: _____

Implementation Agency principal contact: _____

7. COMMENCEMENT AND DURATION OF THIS AGREEMENT

Agreement shall commence on the date of Go-Live (hereinafter the “SLA Effective Date”) and shall, unless terminated earlier in accordance with its terms or unless otherwise agreed by the Parties, expire on the date on which this Agreement expires or terminates, which shall be a specific period starting from the Go-Live Date.

8. EXCLUSIONS TO THE AGREEMENT

This Agreement shall not govern the following services:

- (a) Consulting services; and
- (b) Implementation Agency’s business processes not related to the Project.

9. TERMS OF PAYMENT AND LIQUIDATED DAMAGES

- (a) In consideration of the Services and subject to the provisions of the MSA and this Agreement, SEBI shall pay the amounts in accordance with the Terms of Payment Schedule of the MSA.
- (b) For the avoidance of doubt, it is expressly clarified that SEBI and/or its nominated agencies may also calculate a financial sum and debit the same against the terms of payment as defined in the Terms of Payment Schedule of the MSA as a result of the failure of the Implementation Agency to meet the Service Levels as set out in in clause 3.1.6 and Appendix VII of this Agreement, such sum being determined in accordance with the terms of the Service as set out in clause 3.1.6 and Appendix VII of this RFP.

10. UPDATING OF THIS AGREEMENT

- (a) The Parties anticipate that this Agreement shall need to be re-evaluated and modified to account for changes in work environment and technology from time to time. Hence, they hereby agree to revise the terms of the Agreement on an annual basis.
- (b) The Parties hereby agree upon the following procedure for revising this Agreement:
 - (i) Any and all changes to this Agreement will be initiated in writing between SEBI and the Implementation Agency. The service levels in this Agreement shall be considered to be standard for SEBI and shall only be modified if both Parties agree to an appended set of terms and conditions;
 - (ii) Only SEBI or the Implementation Agency may initiate a revision to this Agreement;
 - (iii) A notice of the proposed revision (“*SLA Change Request*”) shall be served to SEBI or the Implementation Agency as the case may be;

- (iv) The SLA Change request would be deemed to be denied in case it is not approved within a period of 30 days;
- (v) In the event that SEBI/Implementation Agency approves of the suggested change the change shall be communicated to all the Parties and the SLA Change request would be appended to the Agreement;
- (vi) SEBI shall update and republish the text of Agreement annually to include all the SLA Change Requests that have been appended to the Agreement during the course of the year. Such republished Agreement shall be circulated to all the Parties within 15 days of such change taking place.

11. DOCUMENT HISTORY

All revisions made to this Agreement shall be listed in chronological order as per the format set out below and a copy of the same shall be provided to the Parties:

Version	Date	Description of changes

12. SCOPE OF SERVICES

- (a) The Implementation Agency shall ensure that Services are available at various locations as per the requirements of the project;
- (b) The Implementation Agency shall provide support services for addressing problems related to the provision of services of the selected bidder through the POC. Such POC shall be available over telephone on *** number 24 hours a day, 7 days a week
- (c) The Implementation Agency guarantees that he shall achieve the Service Levels for the Project;
- (d) The Implementation Agency shall be liable to liquidated damages in case of failure to comply with the Service Levels. However, any delay not attributable to the Implementation Agency shall not be taken into account while computing adherence to the Service Levels.

13. PERFORMANCE REVIEW

The POC’s of both SEBI and the Implementation Agency shall meet on a quarterly basis to discuss priorities, service levels and system performance. Additional meetings may be held at the request of either the Implementation Agency or SEBI. The agenda for these meetings shall be as follows:

- (a) Service performance;
- (b) Review of specific problems/exceptions and priorities; and
- (c) Review of the operation of this Agreement and determine corrective action to overcome deficiencies.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT ASOF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND
DELIVERED

For and on behalf of the
Implementation

Agency by:

(Signature)

(Name)

(Designation)

(Address)

(Fax No.)

SIGNED, SEALED AND
DELIVERED

For and on behalf of SEBI by:

(Signature)

(Name)

(Designation)

(Address)

(Fax No.)

In the presence of:

- 1.
- 2.

14. Appendix XI - SLA and Penalties

- SEBI shall decide if the reasons for downtime/breach are attributable to the Bidder or not. No penalty will, however, be levied in case the reasons for the downtime/breach is not attributable to the Bidder. The penalty amount shall be deducted from the running monthly bills. SEBI may invoke Performance Bank Guarantee to recover the the amount of penalty from the Bidder in case it is found necessary.

Penalties at delivery and installation

- Breach in Deployment of Printers at any office of SEBI i.e. SEBI Head office/Regional office/ Local Office within **60 days** from the date of acceptance by bidder against the purchase order issued by SEBI. The below mentioned penalty would be applicable to the bidder and shall be deducted accordingly.

Every week (or part thereof) of delay till next 2 weeks per site Printer Deployment	1.0 % per week or part thereof of the unexecuted value of the order value of first year of the affected of delay = A
Every week (or part thereof) of delay till next 4 weeks per site Printer Deployment (beyond the initial 2 weeks)	A +1.5 % per week or part thereof of the unexecuted value of the order value of first year of the affected of delay (or part thereof)of delay= B
Every week (or part thereof) of delay beyond 6 weeks	B + 3.0 % per week or part thereof of the unexecuted value of the order value of first year of the affected of delay

- In case of any additional requirement of printer deployment request made by SEBI, bidder has to provide, deploy and install the requested printer within **5 working days**.

Every week (or part thereof) of delay till next 2 weeks per site Printer Deployment	1.0 % per week or part thereof of the unexecuted value of the order value of first year of the affected of delay = A
Every week (or part thereof) of delay till next 4 weeks per site Printer Deployment (beyond the initial 2 weeks)	A +1.5 per week or part thereof of the unexecuted value of the order value of first year of the affected of delay = B
Every week (or part thereof) of delay beyond initial 6 weeks	B + 3.0 % per week or part thereof of the unexecuted value of the order value of first year of the affected of delay

Formulae to derive Penalty values

A = LD Amount

D = Delay in weeks

X = Unexecuted Order Value (ex. Value of no. of Printers not supplied)

T = value of Total no. of printers supplied

Y = First year Order Value

$$\mathbf{A = D * X / T * Y * 1/100}$$

Penalties during the contract period: Depolyed Printers

S/N	Parameter/Location	Baseline time to resolve complaint	Penalty if not resolved within Time limit	Penalty Charges in basis points
1	Printers Availability at all SEBI Offices.	2 Hrs	2 Hrs and 24 Hrs	30 basis point
			24 Hrs	50 basis point for crossing every 24 Hrs
2	Printer Cartridges Availability at all SEBI Offices	1/2 Hrs	1/2 Hr and 6 hrs	10 basis point
			6 Hrs and 12 Hrs	20 basis point
			12 Hrs and 24 Hrs	30 basis point
			24 Hrs.	50 basis point for crossing every 24 Hrs
3	Printers Availability at SEBI Senior official home (like ED, WTM,Chairman)	4 Hrs	4 Hrs and 24 Hrs	30 basis point
			24 Hrs	50 basis point for crossing every 24 Hrs
4	Printers Cartridges Availability at SEBI Senior official home (like ED, WTM,Chairman)	4 Hr	4 Hrs and 24 Hrs	30 basis point
			24 Hrs	50 basis point for crossing every 24 Hrs

Note:- 100 basis point = 1%

Note: Above calculation will be done on user complaints at every quarter. Penalty Amount will be charged accordingly. Onsite FMS engineer should submit SLA report on every quarterly basis.

Ex.

Q = Quarlerlty payment value

A = Payable Amount

P = (Penalty in %) (based on basis point) ex 200 basis point = 2%

A = (1- P) * Q

Annexure A – DEFINITIONS (SLA)

Agreement	means this Service Level agreement together with all Articles, Annexures, Schedules and the contents and specifications of the RFP;
Applicable Law(s)	means any statute, law, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or administration of SEBI as may be in effect on the date of the execution of this Agreement and during the subsistence thereof, applicable to the Project;
Business Hours	shall mean the working time for Purchaser users which is <i>time to time</i> daily. It is desired that IT maintenance, other batch processes (like backup) etc. should be planned so that such back-end activities have minimum effect on the performance;
Effective Date	shall have the same meaning ascribed to it in Clause 8;
MSA	shall have the same meaning ascribed to it in Recital 2;
Parties	means SEBI and Solution Partner for the purposes of this Agreement; “Party” shall be interpreted accordingly;
POC	shall have the same meaning ascribed to it in Clause 6
Project	shall have the same meaning ascribed to it in Recital 1;
SLA Change Request	shall have the same meaning ascribed to it in Clause 11 (b) (iii);
Service Level	means the level of service and other performance criteria which will apply to the Services as set out in the SLA parameters effective during the Term of this Agreement;
Term or Agreement Period	Means the duration of this Agreement.

**15. Appendix XII - Details of Vendor / Channel Partner /
Franchise office**

Bidder Name:			
Details of Vendor / Channel Partner / Franchise office			
S. No.	SEBI Office Location	Vendor / Channel Partner / Franchise office	Contact Person's Name and Contact No.
1	Mumbai		
2	New Delhi		
3	Chandigarh		
4	Lucknow		
5	Dehradun		
6	Shimla		
7	Chennai		
8	Bengaluru		
9	Hyderabad		
10	Kochi		
11	Kolkata		
12	Guwahati		
13	Bhubaneswar		
14	Patna		
15	Ranchi		
16	Ahmedabad		
17	Jaipur		
18	Indore		
19	Panaji		
20	Raipur		
21	Jammu		
22	Vijaywada		

16. Appendix XIII - Work profile for onsite FMS Support Engineer

1. Onsite FMS support engineer should be of L1 or higher level; should have expertise in end to end Printer deployment, implementation and troubleshooting.
2. Daily monitoring of all Printers across all SEBI Offices.
3. Prepare checklist and submit to manager for verification.
4. Prepare monthly Printer cartridge usage report.
5. Logging call and Coordination with SEBI's helpdesk teams for resolution (Applicable for all offices of SEBI).
6. Verification and submission Monthly bills to IT manager.
7. Maintain inventory record of all Printers deployed at across all offices of SEBI.
8. Submission of invoices Monthly to IT manager for bill processing.
9. Printer configuration and management etc.
10. Prepare SLA report including all SLA parameters and submit to IT Manager on monthly basis.
11. Proposed shift time of engineer would be 9:00 AM to 7:00 PM. (Monday-Saturday) SEBI may change time as per requirement. The bidder should arrange for backup engineer, in case of engineer on leave.
12. There might be instances wherein the FMS support engineer has to deploy and install printers at the residences of the SEBI officers (EDs/WTMs/Chairman/others as the case may be) and provide service support to the printers deployed at above mentioned residences. The same would be covered in the work profile for onsite FMS Support Engineer and no separate travelling charges/allowances would be paid to the onsite FMS Support Engineer in this regard by SEBI.
13. The Bidder should submit attendance record of onsite FMS support engineer on monthly basis. Proportionate salary deduction may be done by Bidder itself based on attendance as per office timing allocated.

17. Appendix XIV– Addresses of SEBI Office

S/N		Office Type	Addresses
1		Head Office (HO1)	SEBI-HO-MUMBAI-SEBI BHAVAN I Plot No.C4-A, 'G' Block Bandra-Kurla Complex, Bandra (East), Mumbai - 400051
2		Head Office (HO2)	SEBI-HO2-MUMBAI-SEBI BHAVAN II Plot no. C-7, 'G' Block, Bandra Kurla Complex, Bandra(E), Mumbai - 400051, Maharashtra
3		SEBI Office	Mittal Court Office Mittal Court 'B' & 'C' Wing, 1st Floor, 224 Nariman Point, Mumbai - 400021
A			NRO
4		Regional Office (RO)	Delhi The Regional Director, 5th Floor, Bank of Baroda Building, 16 Sansad Marg, New Delhi - 110001, Delhi
5		Local Office (LO)	Chandigarh SCO 127-128, First Floor, Sector 17C, Chandigarh - 160017, Chandigarh
6		Local Office (LO)	Dehradun 2nd Floor, GMVN Building, 74/1, Rajpur Road, Dehradun - 248001, Uttarakhand
7		Local Office (LO)	Jammu Hall No. 405-408, 4th floor, B-2, South Block, Bahu Plaza, Rail Head Complex Jammu, Jammu - 180014, Jammu and Kashmir
8		Local Office (LO)	Lucknow 3rd Floor, Eldeco Corporate Chambers-II, Vibhuti Khand, Gomti Nagar, Lucknow - 226010, Uttar Pradesh

9		Local Office (LO)	Shimla Shanti Vihar, Kasumpti, Shimla - 171009, Himachal Pradesh
B			WRO
10		Regional Office (RO)	Ahmedabad The Regional Director, Western Regional Office, Panchvati 1st Lane, Gulbai Tekra Road, Ahmedabad - 380006, Gujarat
11		Local Office (LO)	Indore 104-105, Satguru Parinay, Opposite C-21 Mall, A.B. Road, Indore - 452010, Madhya Pradesh
12		Local Office (LO)	Jaipur Ground Floor, Jeevan Nidhi 2, LIC Building, Ambedkar Circle, Jaipur - 302005, Rajasthan
15		Local Office (LO)	Panji 6th Floor, EDC House, Atmaram Borkar Road, Panaji - 403007, Goa
16		Local Office (LO)	Raipur 1st Floor, Investment Building, Phase-I, LIC Campus, Pandri, Raipur - 492004, Chhattisgarh
C			SRO
17		Regional Office (RO)	Chennai 7th Floor, 756-L, Anna Salai, Chennai - 600002, Tamil Nadu
18		Local Office (LO)	Bangalore 2nd Floor, Jeevan Mangal Building, No.4, Residency Road, Bengaluru - 560025, Karnataka

19		Local Office (LO)	Hyderabad 1st Floor, Indira Chambers, 8-2 622/5/A/1 Road No. 10, Avenue 4, Banjara Hills, Hyderabad - 500034, Andhra Pradesh
20		Local Office (LO)	Kochi 6th Floor, Finance Tower, Kaloor, Kochi - 682017, Kerala
21		Local Office (LO)	Vijayawada K Towers, 2nd floor, D.No.32-6, 14 D, T.N.Rao Street, Visalandhra Road, Praja shakti Nagar,, Vijayawada, , Hyderabad - 520010, Andhra Pradesh
D			ERO
22		Regional Office (RO)	Kolkata The Regional Director, L&T Chambers, 3rd Floor, 16 Camac Street Kolkata - 700017, West Bengal
23		Local Office (LO)	Bhubaneswar IDCOL House, Ashok Nagar, Unit - II, Bhubaneswar - 751009, Odisha
24		Local Office (LO)	Guwahati NEDFI House, 4th Floor G.S. Road, Dispur, Guwahati - 781006, Assam
25		Local Office (LO)	Patna Udyog Bhawan, 3rd Floor, East Gandhi Maidan, Patna - 800004, Bihar
26		Local Office (LO)	Ranchi New Collectorate Building, A-Block, Room No. 601 to 604, 6th Floor, Kutchery Road Ranchi - 834001, Jharkhand

~~18. not applicable in this order Appendix XV – Undertaking of Confidentiality and Non-Disclosure~~

~~Applicable only for RFP where SEBI needs to provide data to Bidders for Proof of Concept~~

~~This has reference to the data to be provided by Securities Exchange Board of India to Organization Name through SEBI Officer Name to undertake designated project “supply of compatible toner cartridges and maintenance of printers across all SEBI offices” Control No control no to be communicated by SEBI. In this context to ensure that the confidentiality of data is maintained at all the times, it is required that an “Undertaking of confidentiality and non-disclosure” is signed by Organization Name.~~

~~Parties: “Recipient Organization” through Recipient Official Name (**Recipient**) and [SEBI through Data Analytics Controller] (The Discloser, as may be nominated by SEBI from time to time)~~

- ~~2. The Discloser on the request of the Recipient intends to share access to data records (**the Information**) with the Recipient for *the “supply of compatible toner cartridges and maintenance of printers across all SEBI offices” (The Project Title)*. The Discloser will ensure all data to which access is shared with the Recipient is historical data and adequately anonymized and in no way identifiable to a person. *While adequate care is taken to ensure the privacy of identity, in case Recipient, who has sought access to data stumbles upon such identity implicitly, they should maintain it in confidence.*~~
- ~~3. The Recipient undertakes not to use the Information for any purpose except the stated Purpose. The Source of information would be adequately acknowledged in the research report/paper, if any, published by the Recipient using the information accessed from the Discloser.~~
- ~~4. The Recipient undertakes to keep the Information secure and not to disclose or allow access in any way to any third party and shall maintain its confidentiality in accordance with the terms of this undertaking and as per the law applicable from time to time. The Recipient shall ensure that all data collected, maintained and analyzed by it, are at all times kept secure and fully and effectively protected against unauthorized access or disclosure or transmission by accidental or intentional destruction, loss or damage. The Recipient shall adopt and implement appropriate technical and organization security measures to protect data from any kind of unauthorized access by any person including its own employees and would be liable in case of any breach of confidentiality.~~

- ~~5. The undertakings in clauses 2 and 3 above shall apply to all of the Information disclosed by the Discloser to the Recipient, regardless of the way or form in which it is disclosed or recorded but they would not apply to:~~
- ~~b) any information which is or in future comes into the public domain (unless as a result of the breach of this Undertaking); or~~
 - ~~c) Any information which is already in the public domain.~~
- ~~6. The Recipient shall, at any time on request from the Discloser, return all copies and records of the Information to the Discloser and shall not retain any copies or records of the Information. Any data kept in the computer systems in any format by all the user shall be erased and a confirmation sent to the Discloser, on or before the date as intimated by the discloser.~~
- ~~7. Neither this Agreement nor the supply of any information grants the Recipient any license, interest or right in respect of any intellectual property rights of the Discloser except the right to access and use the Information solely for the stated purpose.~~
- ~~8. In case, the Recipient is an organization, it shall obtain the similar undertaking (for their records) with all the authorized users of the data. The Recipient shall disclose the details of all the users of data of the Recipient organization to the discloser. Any misuse/unauthorized use of information by any of the users of data shall render the Recipient liable under law.~~
- ~~9. The undertakings in clauses 2 and 3 will continue in force indefinitely till such time the confirmation is given under clause 5. The Recipient assumes all legal liability arising out of any precipitative action taken by such Recipient based on the data provided by the Discloser.~~
- ~~10. The Recipient agrees to allow and co-operate with SEBI officials during inspection undertaken to ensure appropriate usage of data or derivative thereof and the Recipient shall abide all the directions/instructions given by the Discloser as regards the usage of the data or derivative(e.g. published paper, training material etc.) thereof.~~
- ~~11. The Recipient agrees that in case it fails to maintain confidentiality of data or fails to abide by any clause of this undertaking or is found indulging in any kind of irregularity with regard to data usage or provides false/misleading information, the Recipient shall be~~

~~solely responsible and liable for all actions as per law prevalent at the relevant point of time (Including the law which may come into force after signing this undertaking). Further, the Recipient shall be liable to make good of any loss/damage caused to the Discloser for any unauthorized use/misuse of the information by the Recipient and shall keep the Discloser (and SEBI) indemnified for the same.~~

	Data — Analytics Controller (On Behalf of SEBI)	Recipient	
		Authorizing Person (Representing the Organization)	Recipient Person (Representing the Institute)
Name			
Signature			
Designation			
Date			