**SECURITIES AND EXCHANGE BOARD OF INDIA**
**INFORMATION TECHNOLOGY DEPARTMENT**
**SEBI Bhawan 5th Floor B Wing**
**Plot C-4/A, G Block,**
**Bandra Kurla Complex, Bandra (E)**
**Mumbai - 400051**
**Tel: 26449000, Fax: 26449020**

# REQUEST FOR PROPOSAL (RFP) FOR PURCHASE AND MAINTENANCE OF DESKTOP PCs, LAPTOPS AND OTHER HARDWARE / SOFTWARE

| | |
|---|---|
| TENDER NOTICE NO. | **SEBI/ITD/HO/2019/04/02** |
| DATE OF ISSUE | 25th April 2019 |
| DUE DATE: | 20th May 2019 |
| NAME & ADDRESS OF CLIENT | Securities and Exchange Board of India (SEBI), Information Technology Department, SEBI Bhawan,<br>5th Floor B Wing, C-4 A G Block, Bandra Kurla Complex,<br>Bandra (E), Mumbai- 400051<br>Tel: 26449000 Fax: 26449020 |

**SECURITIES AND EXCHANGE BOARD OF INDIA**

**REQUEST FOR PROPOSAL**

**FOR**

**Purchase and Maintenance of Desktop PCs, Laptops and other Hardware / Software**

**At**

**Offices of Securities and Exchange Board of India at Mumbai, New Delhi, Chennai, Kolkata, Ahmedabad, Chandigarh, Lucknow, Dehradun, Bengaluru, Hyderabad, Kochi, Guwahati, Patna, Ranchi, Bhubaneswar, Jaipur, Indore, Panaji, Raipur, Jammu, Srinagar, Shimla, Vijayawada**

## 1. Invitation of Bids

1.1 Securities and Exchange Board of India (SEBI) invites sealed tender offers (Technical offer and Commercial offer) for supply, installation, warranty and Maintenance Contract of computers, laptops and other hardware / software as per the details mentioned in Annexure-A.

## 2. Delivery

The PCs with dual monitor should be delivered to SEBI Head office at Mumbai and the following Regional Offices and Local offices. The exact number of PCs to be delivered at each location would be mentioned in the Purchase order. The Bidder should also deliver / install / support the Desktop to any other upcoming SEBI Regional Office / Local Office in India.

**SEBI Regional Offices:**

| | | | |
|---|---|---|---|
| 1) Ahmedabad | 2) New Delhi | 3) Chennai | 4) Kolkata |

**SEBI Local Offices:**

| | | | |
|---|---|---|---|
| 5) Indore | 6) Bengaluru | 7) Guwahati | 8) Bhubaneswar |
| 9) Jaipur | 10) Hyderabad | 11) Chandigarh | 12) Lucknow |
| 13) Patna | 14) Kochi | 15) Shimla | 16) Raipur |
| 17) Ranchi | 18) Jammu | 19) Dehradun | 20) Srinagar |
| 21) Panaji | 22) Vijaywada | | |

The detailed terms and conditions are as mentioned herein below.

## TERMS AND CONDITIONS

## 1. Definitions

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

a) "The SEBI" means Securities and Exchange Board of India (SEBI)

b) “The Indenter” means Securities and Exchange Board of India or any officer authorized by SEBI

c) "The Specification" means the minimum specification specified by the SEBI.

d) ‘Bidders’ means the firms who respond to this tender document.

g) "The Goods" means all the equipment, machinery, and/or other materials which the Bidder is required to supply to the Indenter under the Contract;

h) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services applicable, such as installation, commissioning,

provision of technical assistance, training, on-site comprehensive warranty, and other obligations of the Bidder covered under the Contract.

**2. General Instructions**

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

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

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

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

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

2.5 The quotations shall be submitted strictly in conformity with the specifications given in this tender document and as per mandatory response format.

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

2.7 Tender document is not transferable.

2.8 Quotations submitted after due date or incomplete in any respect are liable to be rejected.

2.9. Securities and Exchange Board of India (SEBI) is not responsible for non-receipt of quotations within the specified due date to any reason including postal delay or holidays.

2.10 Technical bid would be opened first. SEBI reserves the right not to process the Commercial Bids in case the Technical Bid is found to be unsuitable / not fulfilling the requirements as specified in the tender document.

2.11 The equipment/products quoted should not be from the discontinued production line. In case of discontinuation of the production line after the issue of purchase order, the Bidder shall supply the next higher configuration on the same terms.

2.12 In case of any reduction in the price due to Government levies/duties/OEM prices, Bidder should offer the price reduction to SEBI on all the Components of the proposed solution scheduled to be delivered after one week of the effective date of such announcement. For this purpose, Bidder should voluntarily intimate such price reduction to SEBI, produce the document of OEM's listed price

and the discounted price offered to SEBI.

2.13 All the standards related to the solution proposed are to be Compliant as per the best industry standard.

2.14 SEBI reserves the right to cancel the RFP without assigning any reason.

2.15 The price quoted should be inclusive of all Central / State Government levies, taxes, sales tax, excise duty, custom duty, VAT and insurance charges, excluding Octroi, which, if any, shall be paid on actuals on production of relevant documents (billed to SEBI only), in original and the Octroi receipt should be in the name of SEBI.

It is Bidder's responsibility to process / submit / clear any document from the respective department/authority for delivery to SEBI.

Any expenses to be incurred towards this process should be paid by the Bidder.

2.16 The prices quoted by the Bidders shall be in Indian Rupees only and the prices quoted should be valid for a period of one year.

2.17 The category of item and quantity indicated in the RFP are tentative. SEBI reserves the right to increase or decrease the quantity or delete some or all of the items depending on the needs of SEBI.

**3. Eligibility criteria:**

3.1. The Bidders will have to satisfy the following criteria:-

a) The Bidders should have registered office in India preferably in Mumbai and should have its own offices or through channel partners/ franchises / etc. at Mumbai, New Delhi, Kolkata, Ahmadabad, Chennai. Bidder should have either own office or through channel partners/franchises/etc. to provide services to SEBI Local Offices (i.e. Guwahati, Patna, Kochi, Bhubaneswar, Hyderabad, Bangalore, Lucknow, Jaipur, Indore, Chandigarh, Raipur, Srinagar, Shimla, Dehradun, Panaji, Ranchi , Vijaywada etc.) Bidder should provide details of offices on company letter head.

b) The bidder (manufacturer or principal of authorized representative – hereinafter referred simply as 'The Bidder') should have regularly for at least the last three years, ending 31st March 2018, supplied desktop PCs with minimum similar type of proposed configuration.

c) 'The bidder' should have supplied least 400 nos of desktop PCs at least one of the last five years ending on March 31, 2018, and should be in successful operation for at least two years on the date of bid opening.

d) The bidder' must have an annual capacity to supply 400 nos of desktop PCs with minimum similar type of proposed configuration.

e) Bidder should be authorized system integrators for the products being offered. Bidder should submit certificate from the OEM in the Technical Bid.

f) The Bidder should submit the copies of PO/ the satisfactory execution of contract & performance certificates issued by their customers for the similar contracts / works during the past five years from at least one reputed organization (preferably Government / PSUs / Banks having employee strength of above 400). Please share contact details /address of client reference given.

g) The average annual financial turnover of 'The bidder' during the last three years, ending on 31st March 2018, should be at least **Rs. 4.0 Crore**.

h) Bidder Firm (manufacturer or principal of authorized representative) should not have suffered any financial loss for more than one year during the last three years, ending on March 31, 2018

i) The net worth of the Bidder firm (manufacturer or principal of authorized representative) should not be negative as on March 31, 2018.

j) Bidder should be ISO 9000 certified. Letter of certification should be submitted along with Technical bid.

## 4. Proposed Usage

### 4.1 Local Area Network

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

### 4.2. Wide Area Network

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

### 4.3 Application Usage

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

## 5. Scope of the Work

Total solution would cover supply, installation, operationalization, warranty (for 5 years) of hardware/ software as per specification (**Annexure-A**). The solution should be complete in all respect.

The Summary of activities that are part of the scope is as mentioned below:

The capabilities, operating characteristics and other technical details of the hardware and software offered should be furnished together with product brochures, literature, etc in the Technical Bid. The make and model of each component shall be indicated. The system software offered by the Bidder should be of the latest versions. Other Systems Software including Software products offered

independently and/or bundled with the hardware and other accessories should be of latest versions. The technical literature of hardware should provide details on architecture, scalability, high availability etc. with details of the processors, memory, cache (internal/external), controllers, Network Interface Cards, power supply, serial / parallel ports etc.

The system software offered by the Bidder should be of the latest versions. Other Systems Software including Management Software products offered independently and/or bundled with the hardware and other accessories should be of latest versions.

The Bidder has to ensure transfer of data from the old PCs to the new PCs supplied and also purging the data from the Old Pc.

The Bidder has to install and support the PCs supplied to the residence of SEBI Officials to the Home Office.

All the systems/ equipment's proposed should work in continuous high availability mode and should achieve 99.95% uptime on 12 hours / 6 days a week basis, during office timings (8.00 am to 8.00 pm).

Proposed hardware should be made high availability and high reliability to reflect the 24x7 nature of the SEBI network

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

The Systems quoted in response to the RFP should be from the current line of production.

**6. Site Preparation**

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

**7. Specifications of equipment:**

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

**8. Bid Security:-**

Earnest Money Deposit (EMD)/ Bid Security

Bidders shall submit, along with their Proposals, an EMD of Rs. 10 Lakh only, in the form of a demand draft OR Bankers Cheque: Payable at Mumbai or bank guarantee (Format as per Annexure E) valid for period of 6 months. EMD of all unsuccessful Bidders would be refunded by SEBI not later than 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

**9. Bid Validity Period:**

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

**Two Bid System Tender**

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

**ENVELOPE - I (Technical Offer):**

Name of Bidders:
Mobile No.:
Email ID:

The Technical offer must contain the following:-

(a) Technical offer as per Annexure C.
(b) Other technical details of the product like leaflets/manuals etc (if any).
(c) Check list as per Annexure B.
(d) List of addresses of Bidder's own office or through channel partners/ franchises / etc at all SEBI Locations.
(e) Authorization letter from O.E.M. and warranty support letter from OEM on OEM's letter head, Clearly indicating the warranty period.
(f) Details of earlier contracts executed (as mentioned in the eligibility criteria).
(g) EMD as mentioned at point 8-Bid Security.

The Technical Offer (T.O.) should be complete in all respects and contain all Information asked for, except commercial details. The T.O. should indicate whether products and services asked for are quoted. For example, the Technical Offer should mention that warranty for five years is included in the Commercial Offer, without showing the actual amounts in the T.O. The T.O should also contain Office addresses at Mumbai, Delhi, Kolkata, Chennai, Ahmedabad and other SEBI local office locations as mentioned under section 3. Bidders should also attach the authorization letter from the respective O.E.M.

The **Technical Offer** must be submitted in an organized and neat manner in a single envelope marked as **"Technical Envelope**"

**ENVELOPE-II (Commercial Offer):**

Name of Bidders:
Mobile No.:
Email ID:

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

(a) Commercial details as per Annexure D.

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

**Please note that the price quoted for purchase, installation and commissioning of hardware / software should be inclusive of all taxes, levies, 5 years warranty and services of three resident engineers and one helpdesk engineer.**

The **Commercial Offer** must be submitted in an organized and neat manner in a single envelop marked as **"Commercial Envelope**". Tender should quote all-inclusive Prices for Supply, Installation and 5 Years Warranty.

The Offer should be submitted to

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

**10. Bid Submission Timeline**

**i.** The sealed Bids shall be in conformity with the technical specifications given in Annexure A and should reach us **on or before May 20, 2019;4:30PM**

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

iii. Bidder will be responsible to ensure that the bids reaches the above address on or before the due date and time.

**11. Signing of Tender Offers**

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

**12. Delivery Period:**

The delivery schedule for the various items covered under the Annexure A would be **within 4-6 weeks** from the date of release of Purchase order.

Bidder shall have to pay liquidated damages to SEBI @ one percent (1%) per week on the unexecuted value of the order, per week or part thereof, for late delivery of hardware / software and implementation beyond the delivery period and timelines of the project. There shall be an upper ceiling of ten percent of the total order value 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 after acceptance of the systems. The performance bank guarantee shall be 10% of the order value irrespective of the liquidated damages levied.

**13. Technical Documentation**

All products quoted in Annexure C should be associated with specific model numbers, names and printed literature describing the configuration and functionality.

**14. Right to Alter Items.**

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

B) The SEBI reserves the right to modify specifications of any items.

C) The SEBI reserves the right to split the order to two or more Bidders.

**15. SEBI's Right to Accept Any Offer and to Reject Any or All Offers**

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

**16. Bid Evaluation**

i. Initially Technical Bids will be opened and evaluated. Those bidders who satisfy Qualifying/Eligibility Criteria will be only considered for technical evaluation.

ii. As part of the technical bid evaluation, bidders should produce a system, with all the specification and features as specified in the technical specification, **for demo latest within one week after bid submission**. If any Bidder fails to produce the system for demo/fail to demonstrate the features as per the specification the bidder will not qualify for the technical evalution and commercial offers of such Bidders will not be opened.

iii. If Bidder is failed to submit any of the deliverables as per technical specifications including all hardware, software and accessories and comply all specifications as per annexure “C”; Bids will be rejected.

iv. SEBI will validate client reference and if any discripency /unsatisfactory feedback found

which will lead to technical disqualification and commercial offers of such Bidders will not be opened.

v. Commercial bid of the technical qualified bidders will be opened and evaluated.

**17. Payment Terms:**

A). 50% payment towards supply of hardware / software.
B). 30% against installation of hardware / software.
C). 10% will be paid against submission of Performance Bank Guarantee for the equivalent amount Valid for the 5 years warranty period.
D). 10% will be equally divided and 1% will be paid at the end of every 6 months for next five years From the date of acceptance of the solution towards fulfillment of Service Level Agreement.

**18. Liquidated damages**

**Bidder shall have to pay liquidated damages to SEBI @ one percent (1%) per week on the unexecuted value of the order inclusive of all taxes, duties levies etc., per week or part thereof, for late delivery. There shall be an upper ceiling of ten percent of the gross amount (i.e. total order value) for the 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 after acceptance of the systems. The performance bank guarantee shall be Ten percent of the order value irrespective of the liquidated damages levied.**

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

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

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

**During warranty any delay in the resolution of a call (after one working hour of call logging) will attract liquidated damages at the charge of Rs. 200/- per working hour delay from the time the call was logged till the call is resolved (and confirmed by the complainant) or Rs. 1000/- per day per call whichever is less.**

**W.r.t. calls related to SEBI ROs and LOs, any delay in the resolution of a call (after five working hour of call logging) will attract liquidated damages at the charge of Rs. 200/- per working hour delay from the time the call was logged till the call is resolved (and confirmed by the complainant) or Rs. 1000/- per day per call whichever is less.**

Bidder has to provide biometric attendance device (BAD) for daily recording of attendance of three resident engineers. Bidder has to regularly submit weekly attendance report to SEBI. In addition to this, SEBI can ask Bidder to verify weekly attendance report against BAD data, as and when required. Installation and maintenance of BAD and weekly attendance report generation will be

Bidder's responsibility. The device must have the capacity to store attendance data of resident engineers for at least 12 months.

**During warranty any delay in logging in-time or advance in logging out-time of resident engineer / backup engineer will attract liquidated damages at the charge of Rs. 100/- per working hour or Rs. 500/- per day per resident engineer / backup engineer whichever is less.**

**All liquidated damages will be deducted from the next payment**

**19. Performance Guarantee**

The performance bank guarantee for an amount of 10% of the contract value, valid for 5 years after the date of Installation and Commissioning, in the format specified, must be submitted by the Bidder

This Performance Bank Guarantee is for the entire order to maintain an uptime / continuous high availability of the system / equipment's provided, of 99.95% for 12 hours and 6 days of the week during the office timing. In case of shortfall in the uptime/ continuous high availability, Bidder shall be penalized on pro-rata basis on the guaranteed amount.

**20. Warranty**

The Bidder provides comprehensive onsite warranty for a period of 5 years from the date of installation and commissioning and acceptance of equipment by SEBI.

The 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 / Bidder or any defect that may develop under normal use of supplied equipment during the warranty period.

The scope of warranty shall cover the following:

a. Maintenance of the items listed in Annexure-A.
b. **Warranty covers all hardwares / components of hardwares delivered during the course of the project including laptop batteries, connector, SMPS, projector bulb etc.**
c. Bidder has to carry out quarterly preventive maintenance in all the system mentioned in the scheduled equipment.
d. Bidders should ensure 99.95% uptime of systems on 12hours / 6 days a week basis, during office timings (8.00 a.m. to 8.00 p.m.) Monday to Saturday. A compliance report with respect to uptime along with Call report should be submitted at the end of quarter.
e. In case of major break down or occurrence of any major obstacle in functioning of the scheduled equipment, the Bidder shall ensure that the same is repaired within twenty four hours.
f. Installation of Operating System (Windows Vista, Windows 7, Windows 10, Windows 2000, Windows Exchange Server, Linux etc), Oracle Forms, Antivirus packages and other application tools as desired by SEBI at client systems.
g. Install/ Update of Operating System with Loading of service pack/patches etc.
h. Install/Update Anti-virus software
i. Online support to users in systems, application and printer configuration.
j. Troubleshooting of all Hardware related issues.
k. Repair/replacement of the defective hardware parts.
l. Maintain the systems inventory details in proper manner and submit along with invoice raised for payment each time.

m. Update of the software/drivers.
n. Maintaining Daily call monitoring report. The call monitoring report should inter-alia contain the details of calls received and its status. The report should be submitted to SEBI on a daily basis, at the end of the day.
o. Data recovery/Hard disk recovery in case of Disk Crash/Hardware failure.
p. Configuration of Database, Mail, Security Setup etc. as provided by ITD.
q. Maintain the spare parts as mentioned in Point No. 24 of this RFP.
r. Any other activity as assigned by SEBI from time to time.
s. Rectification of defects/errors in all respect with minimum possible time.

**21 Maintenance and support**

i. Bidder shall maintain the sufficient Spares, for maintaining required uptime guarante
ii. Bidder shall have to guarantee a continuous availability of the all the equipments supplied by them and should achieve 99.95 % uptime. Availibility/Uptime will be calculated based on formulae given as below

**Availability is commonly defined through the following formula:**
**Downtime per Year (Hours) = (1 – Uptime Ratio) x 365 x 24**
Where Uptime ratio or Availability = MTBF/ (MTBF+MTTR)
MTBF = Mean Time between Failures
MTTR =Mean Time to Repair
**MTBF = Hours in Year / No. of Failure**
**MTTR = (No. of Device Failures x Time to Repair the Device) / Total No. of Failures**

**Example 1:**
Total Hours in a Year = 365 x 24 = 8760
It's assumed that each component is failing once in a year and the time taken to repair is 12 Hours. Based in this, if we calculate
MTBF = 8760
MTTR = 12
Probability of Availability x= MTBF/ (MTBF+MTTR) = 0.99863=99.86%

Following terms and conditions are to be maintained by Bidder during warranty maintenance period-

**A.** The Bidder must provide proactive monitoring and pre-emptive problem detection and resolution.
**B.** The Bidder should be agreeable to SEBI general terms and conditions and also SEBI payment terms.
**C.** SEBI reserves right to terminate the contract by giving due notice in case of breach of any of the material obligations under the contract, if committed by the Bidder, during the contract period. The contract may also be terminated in case of any unsatisfactory service performance during the contract period with due notice.
**D.** Bidder shall provide minimum three resident engineers and one helpdesk engineer for SEBI, Mumbai from Monday to Saturday (08:00 AM to 08:00 PM) and all the desktop related calls in SEBI Regional offices / Local Offices should be resolved within five hours from the time of

intimation to the Bidder. It includes maximum four hours needed by support personnel to reach maintenance location.

**E.** The system down time should not exceed 24 hours from the time at which the compliant was intimated to the Bidder. In case of failure to repair the same within stipulated time the Bidder shall provide an equivalent stand by equipment, without any additional charges.

**F.** Bidder shall provide a centralized web call logging portal for logging the maintenance calls from SEBI Premises, by SEBI Staff directly or through SEBI IT helpdesk or utilize the existing SEBI IT helpdesk system.

**G.** In case of major break down or occurrence of any major obstacle in functioning of the scheduled equipment, the Bidder shall ensure that the same is repaired in the next working day. In case of failure to repair the same within stipulated time the Bidder shall provide an equivalent stand by equipment, without any additional charges.

**H.** As part of the maintenance contract the scheduled equipment shall be numbered separately and call report should be submitted as and when required.

**I.** The Bidder shall not have any objection regarding the third party hardware installation by SEBI, during the contract period.

**J.** The reporting engineer shall attend to break down/ preventive maintenance of the hardware installed. Service calls shall be attended on the same day, if the fault/error is reported

**K.** In case of absence of resident engineer, Bidder has to provide substitute for the same.

**L.** The Bidder shall arrange monthly visit of the Area Manager to SEBI and also quarterly visit by the Regional Manager.

**M.** In case of any upgrade of the system during the proposed maintenance period the maintenance shall also cover the upgraded system for the said contract period.

**N.** The Bidder shall be liable for any loss or damage to the scheduled equipment caused due to negligence of the Bidder during the contract period. The Bidder shall make good the loss or damage to the scheduled equipment caused due to negligence.

**22. Support Services during Maintenance**

As a part of maintenance strategy, Bidder shall provide **minimum three resident engineers and one helpdesk engineer for SEBI, Mumbai** during the warranty. The resident engineer should have sufficient technical qualification and experience to handle hardware/software issues that may arise during the usage of system.

All the desktop related calls in SEBI Regional offices and Local offices should be resolved within five hours from the time of intimation to the Bidder. It includes maximum four hours needed by support personnel to reach maintenance location.

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

Maximum time to repair a reported break down should be twenty four hours. Time for this purpose shall be measured as interval between the time of reporting the problem and the time when the problem is fully solved making the faulty components/functions fully operational. If there is a data loss due to hard disk failure / any other hardware failure, it will be the responsibility of the Bidder to recover the data and transfer it to another hard disk during the warranty

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

Bidder shall not be responsible for damage to the systems due to external circumstances such as

earthquakes, floods, fires, riots, electrical anomalies, as well as rats cutting etc.

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

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

**23. Uptime Guarantee**

Bidder shall have to guarantee a continuous high availability of the all the equipment's supplied by them and should achieve 99.95% uptime on 12 hours / 6 days a week basis (8:00 am to 8:00 pm).
In case of failure occurs during the warranty period and the same has not been set right by the Bidder within 6 hours from the time of intimation to the Bidder, the warranty period will also be extended proportionately.

**24. Spares**

Bidder shall maintain the sufficient Spares as follows at SEBI HO during warranty. In case of failure to maintain the spares at SEBI site would attract liquidated damages.

| Sr. No. | Items | Quantity |
|---|---|---|
| 1 | Motherboard | 2 |
| 2 | Mouse | 10 |
| 3 | Keyboard | 5 |
| 4 | Monitors | 2 |
| 5 | Power Supply (SMPS) | 8 |
| 6 | Hard Disk | 2 |
| 7 | RAM (16 GB) | 6 |

**25. Training**

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

**26. Indemnity**

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

**27. Publicity**

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

**28. Force Majeure**

Should either party be prevented from performing any of its obligations under this proposal by reason of any cause beyond its reasonable control, the time for performance shall be extended until the operation or such cause has ceased, provided the party affected gives prompt notice to the other of any such factors or inability to perform, resumes performance as soon as such factors disappear or are circumvented. If under this clause either party is excused performance of any obligation for a continuous period of ninety (90) days, then the other party may at any time hereafter while such performance continues to be excused, terminate this agreement without liability, by notice in writing to the other.

**29. Arbitration**

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

**31. Jurisdiction**

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

**32. Confidentiality**

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

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

**33. Standards**

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

## 34. Termination of Contract

i. SEBI may at any time terminate the contract, if the bidder is unable to provide the services as per the contract. In such cases, if any amount is due to the Bidder on account of the work executed by him, if payable, shall be paid to him only after due recoveries as per the provisions of the contract and after alternate arrangement to complete the work has been made at the Bidder's cost and risk. The selected Bidder will give at least three months notice prior to discontinuing the service

**ii.** In the event the Bidder's Company or the concerned Division of the company is taken over/bought over by another company, all the obligations under the agreement with SEBI , should be passed on the compliance by the new company new Division in the negotiation for their transfer

## 35. Procurement in accordance to Integrity pact

The pact essentially envisages an agreement between the prospective vendors/bidders and the buyer, committing the persons/officials of both sides, not to resort to any corrupt practices in any aspect/stage of the contract. Only those vendors/bidders, who commit themselves to such a pact with the buyer (SEBI), would be considered eligible to participate in the bidding process. For further details, please refer towww.cvc.nic.in.

## 36. Queries

All queries regarding this RFP may be sent to itd-pc@sebi.gov.in

**Annexure A**

## 1. DESKTOP PC WITH DUAL MONITOR (360 Nos)

| Components | Minimum Specifications |
|---|---|
| Form Factor (Computer Type) | Desktop Mini/Micro (Provision to mount the CPU behind it) |
| Processor & Chipset: | 8th Generation Minimum Core i7-8700T (Min 2.4 GHz with Turbo up to 4 Ghz, 12 MB Cache, 6 cores, 12 threads) or higher **Q370 Chipset or higher** |
| Memory | Minimum 16 GB DDR4 RAM expandable to 32GB, with Intel Optane Memory 16GB |
| Display | Minimum 2 Nos. * 17" (1280x1024), Antiglare LED Monitor. Should have display port and VGA connector. Provision to mount the CPU behind it. Both monitor to be connected to CPU with proper connector/video cables |
| Video | Integrated Intel HD Graphics |
| Hard Disk Drive | 1TB 2.5" SATA III 6.0Gbps HDD @ 7200 rpm Partitioned into 2 drives. |
| Connectivity | Integrated Gigabit LAN Network Connection 10/100/1000 Mbps NIC with RJ45/UTP Interface. |
| Multimedia | 1 Universal Audio Jack, internal speaker |
| Ports & Slots, Expansion | Minimum 6 USB 3.0 or more (out of which one 1 USB Type C Gen 2 10gbps), 1 RJ-45; 2 Display Port, VGA/HDMI port etc |
| Keyboard | USB 104 keys or higher OEM make. |
| Mouse | 2 Button USB Optical scroll mouse, OEM make |
| Chassis Volume | Max. 1.2 litre (without Mounting Kit). CPU must be mounted behind the monitor. |
| Power Supply | Minimum 65W or above External Indian Power Adapter for CPU with average efficiency of 87% or more |
| Operating System | Windows 10 Professional (64 bit) with latest Service Packs pre-installed |
| Media | Win 10 Prof OS & Recovery Media Required |
| Operating System (OS) support | Windows 10; 64 bit (Original OS CDs and license keys to be provided) |
| Greenpeace | Last published Greenpeace rating (min. 4.0 or above) |

| | |
|---|---|
| Industry Compliance Environmental & Regulatory Standard | ROHS compliance, ENERGY STAR® 6.1, EPEAT® Registered in India, UL, FCC certified, TCO certificate etc |
| Security Features | TPM 2.0, Setup/BIOS Password, Slot for locking CPU using lock and key. (Lock with 2 / 3 keys should be provided) |
| Warranty | 5 years Comprehensive onsite warranty |

## 2. LAPTOPS (15 Nos)

| **Components** | **Minimum Specifications** |
|---|---|
| Processor & Chipset: | 8th Generation Minimum Intel® Core™ i7-8550U<br>(Minimum 1.8 GHz base frequency, up to 4 GHz with Intel® Turbo Boost Technology, 8 MB cache, 4 cores) or more |
| Memory | Minimum 32GB DDR4 Memory |
| Display | Minimum 14.0" FHD (1920*1080) Anti-Glare (16:9) non touch |
| Graphics | Minimum Intel® HD Graphics 620 or more |
| Hard Disk Drive | 512GB SSD |
| Connectivity | 802.11ac Dual Band<br>(2x2) Wireless Adapter+ Bluetooth 4.1, Gigabit Ethernet, |
| Multimedia | High Quality Speakers<br>Headset/mic combo jack<br>Noise reducing array microphones<br>HD camera |
| Ports & Slots, Expansion | 1 (USB Type-C™ connector);<br>2 USB 3.1 Gen 1 (1 charging);<br>1 HDMI, VGA (onboard or though adapter);<br>1 RJ-45;<br>1 headphone/microphone combo;<br>1 AC power |
| Battery | Minimum 50 WHr or more long life battery |
| Keyboard & Touchpad | Backlit Keyboard<br>Multi-touch Touchpad |
| Weight | Minimum 1.5 Kg or maximum 1.7 Kg |
| Power | Minimum 65W or more adapter |
| Operating System | Windows 10 Professional (64 bit) with latest Service Packs pre-installed |
| Media | Win 10 OS & Recovery Media Required |
| MS Office | MS Office latest version |
| Operating System support | Windows 10; 64 bit |
| Bag | Backpack |

| | |
|---|---|
| Greenpeace | Last published Greenpeace rating (min. 4.0 or above) |
| Industry Compliance Environmental & Regulatory Standard | ROHS compliance, ENERGY STAR® 6.1, EPEAT® Registered in India, UL, FCC certified , TCO certificate etc |
| Build Quality | Minimum Magnesium Alloy or carbon fiber reinforced polymer or CNC Machined Aluminum or more |
| Security Features | TPM 2.0, Smart Card Reader, Touch Finger Print Reader |
| Warranty | 5 years Comprehensive onsite warranty |
| Installation | Installation Onsite |

3. **Projectors (5 Nos)**

| **Components** | **Minimum Specifications** |
|---|---|
| Display Technology | 3 Chip LCD Technology |
| Resolution | XGA (1024 X 768) |
| Data Compatibility | VGA, SVGA, XGA |
| Video Compatibility | NTSC, PAL, SECAM |
| White Brightness | 3200 Lumens |
| Color Brightness | 3200 Lumens |
| Color Palette | 16.7 Million Colors |
| Projections Len and Throw Ratio | Manual Zoom Lens |
| Lamp Life | 5000 Hours |
| Min Image Size | 40" - 270" |
| Projections Methods | Front, Ceiling, Desktop |
| Audible Noise | Less than 45DB |
| Video Input | 1 x Computer, 1 x Video, 1 S Video, 1 x Audio, 1 x HDMI (Connecting cord size- 12 m) |
| Digital Keystone Correction | (+/-) 30% |
| Control | USB / RS 232 |
| Output Audio | 2 Watts |
| Power Supply | 100 - 240 V at 50 - 60 Hz |
| Power Consumption | Maximum 280 watts |
| Weight | Less than 3 Kg |
| Auto Shut Down | Direct Switch Off |
| Warranty | 5 years Comprehensive onsite warranty |

4. **Licensed software for corporate use**

| Software (Corporate use licenses) | Count |
|---|---|
| PDF to word convertor (Acrobat Pro DC) | 20 |
| DB Visualizer Pro latest version | 20 |
| Scanned document editor latest version | 3 |

**Annexure-B**

**Checklist**

| Details | BIDDER |
|---|---|
| List of addresses of Bidder's own office or through channel partners/ franchises / etc. at all SEBI locations | YES/NO |
| Authorization letter from O.E.M. | YES/NO |
| ISO certificate (ISO 9000) | YES/NO |
| Details of earlier contracts executed. Enclose PO copies | YES/NO |
| Documents required as per pre-qualification criteria | YES/NO |
| EMD of Rs. 10,00,000/- ( Rs. 10 Lakh) | YES/NO |
| Technical Offer duly signed | YES/NO |
| Financial Offer duly signed | YES/NO |
| Atleast Two client site reference for procurement of Minimum 400 computers in each organization with address along with details of earlier contracts executed. Enclose PO copies (Attach documentary proof) | YES/NO |
| The average annual financial turnover of 'The bidder' during the last three years, ending on 31st March 2018, should be at least Rs. 4.0 Crore (Extracts from the audited Balance sheet and Profit & Loss; OR Certificate from the statutory auditor<br>Annual Turnover (in Crore/Lakh)<br>For 2017-18<br>For 2016-17<br>For 2015-16 | YES/NO |
| Bidder Firm (manufacturer or principal of authorized representative) should not have suffered any financial loss for more than one year during the last three years, ending on March 31, 2018 ((Extracts from the audited Balance sheet and Profit & Loss; OR Certificate from the statutory auditor<br>Net Profit/Loss (in Crore/Lakh)<br>For 2017-18<br>For 2016-17<br>For 2015-16 | YES/NO |
| The net worth of the Bidder firm (manufacturer or principal of authorized representative) should not be negative as on March 31, 2018 (enclose Extracts from the audited Balance sheet and Profit & Loss; OR Certificate from the statutory auditor<br>For 2017-18<br>For 2016-17<br>For 2015-16 | YES/NO |
| Commitment of integrity pact at point no '35' mentioned above | YES/NO |

**Note: Bidder should submit all documentary evidence as per checklist in chronological order given in table above. (Ref point 3 – Eligibility criteria)**

**Authorized Signature and Company Seal**

**Annexure C**

## TECHNICAL OFFER

### 1. DESKTOP PC WITH DUAL MONITOR (360 Nos)

| Components | Minimum Specifications | Compliance (YES/NO) |
|---|---|---|
| Form Factor (Computer Type) | Desktop Mini/Micro (Provision to mount the CPU behind it) | |
| Processor & Chipset: | 8th Generation Minimum Core i7-8700T (Min 2.4 GHz with Turbo up to 4 Ghz, 12 MB Cache, 6 cores, 12 threads) or higher<br>**Q370 Chipset or higher** | |
| Memory | Minimum 16 GB DDR4 RAM expandable to 32GB, with Intel Optane Memory 16GB | |
| Display | Minimum 2 Nos. * 17" (1280x1024), Antiglare LED Monitor. Should have display port and VGA connector. Provision to mount the CPU behind it. Both monitor to be connected to CPU with proper connector/video cables | |
| Video | Integrated Intel HD Graphics | |
| Hard Disk Drive | 1TB 2.5" SATA III 6.0Gbps HDD @ 7200 rpm Partitioned into 2 drives. | |
| Connectivity | Integrated Gigabit LAN Network Connection 10/100/1000 Mbps NIC with RJ45/UTP Interface. | |
| Multimedia | 1 Universal Audio Jack ; 1 Line-out | |
| Ports & Slots, Expansion | Minimum 6 USB 3.0 or more (out of which one 1 USB Type C Gen 2 10gbps), 1 RJ-45; 2 Display Port, VGA/HDMI port etc | |
| Keyboard | USB 104 keys or higher OEM make. | |
| Mouse | 2 Button USB Optical scroll mouse, OEM make | |
| Chassis Volume | Max. 1.2 litre (without Mounting Kit). CPU must be mounted behind the monitor. | |
| Power Supply | Minimum 65W or above External Indian Power Adapter for CPU with average efficiency of 87% or more | |
| Operating System | Windows 10 Professional (64 bit) with latest Service Packs pre-installed | |
| Media | Win 10 Prof OS & Recovery Media Required | |
| Operating System (OS) support | Windows 10; 64 bit (Original OS CDs and license keys to be provided) | |
| Greenpeace | Last published Greenpeace rating (min. 4.0 or above) | |
| Industry Compliance Environmental & Regulatory Standard | ROHS compliance, ENERGY STAR® 6.1, EPEAT® Registered in India, UL, FCC certified, TCO certificate etc | |
| Security Features | TPM 2.0, Setup/BIOS Password, Slot for locking CPU using lock and key. (Lock with 2 / 3 keys should be provided) | |
| Warranty | 5 years Comprehensive onsite warranty | |

## 2. LAPTOPS (15 Nos)

| Components | Minimum Specifications | Compliance (YES/NO) |
|---|---|---|
| Processor & Chipset: | 8th Generation Minimum Intel® Core™ i7-8550U (1.8 GHz base frequency, up to 4 GHz with Intel® Turbo Boost Technology, 8 MB cache, 4 cores) or more | |
| Memory | Minimum 32GB DDR4 Memory | |
| Display | Min 14.0" FHD (1920*1080) Anti-Glare (16:9) non touch | |
| Graphics | Minimum Intel® HD Graphics 620 or more | |
| Hard Disk Drive | 512GB SSD | |
| Connectivity | 10/100/1000 Ethernet<br>802.11ac Dual Band (2x2) Wireless Adapter+ Bluetooth 4.1 | |
| Multimedia | High Quality Speakers<br>Headset/mic combo jack<br>Noise reducing array microphones<br>HD camera | |
| Ports & Slots, Expansion | 1 (USB Type-C™ connector);<br>2 USB 3.1 Gen 1 (1 charging);<br>1 HDMI (onboard) and VGA (onboard or though adapter)<br>1 RJ-45;<br>1 headphone/microphone combo;<br>1 AC power | |
| Battery | Minimum 50 WHr or more long life battery | |
| Keyboard & Touchpad | Backlit Keyboard<br>Multi-touch Touchpad | |
| Weight | Minimum 1.5 Kg or maximum 1.7 Kg | |
| Power | Min 65W or more adapter | |
| Operating System | Windows 10 Professional (64 bit) with latest Service Packs pre-installed | |
| Media | Win 10 OS & Recovery Media Required | |
| MS Office | MS Office latest version | |
| Operating System support | Windows 10; 64 bit (Original OS CDs and license keys to be provided) | |
| Bag | Backpack | |
| Industry Compliance Environmental & Regulatory Standard | ROHS compliance, ENERGY STAR® 6.1, EPEAT® Registered in India, UL, FCC certified, TCO Certificate etc | |

| | | |
|---|---|---|
| Build Quality | Minimum Magnesium Alloy or carbon fiber reinforced polymer or CNC Machined Aluminum or more | |
| Security Features | TPM 2.0, Smart Card Reader, Finger Print Reader | |
| Warranty | 5 years Comprehensive onsite warranty | |
| Installation | Installation Onsite | |

3. **Projectors (5 Nos)**

| **Components** | **Minimum Specifications** | **Compliance (YES/NO)** |
|---|---|---|
| Display Technology | 3 Chip LCD Technology | |
| Resolution | XGA (1024 X 768) | |
| Data Compatibility | VGA, SVGA, XGA | |
| Video Compatibility | NTSC, PAL, SECAM | |
| White Brightness | 3200 Lumens | |
| Color Brightness | 3200 Lumens | |
| Color Palette | 16.7 Million Colors | |
| Projections Len and Throw Ratio | Manual Zoom Lens | |
| Lamp Life | 5000 Hours | |
| Min Image Size | 40" - 270" | |
| Projections Methods | Front, Ceiling, Desktop | |
| Audible Noise | Less than 45DB | |
| Video Input | 1 x Computer, 1 x Video, 1 S Video, 1 x Audio, 1 x HDMI (Connecting cable size- 12 m) | |
| Digital Keystone Correction | (+/-) 30% | |
| Control | USB / RS 232 | |
| Output Audio | 2 Watts | |
| Power Supply | 100 - 240 V at 50 - 60 Hz | |
| Power Consumption | Maximum 280 watts | |
| Weight | Less than 3 Kg | |
| Auto Shut Down | Direct Switch Off | |
| Warranty | 5 years Comprehensive onsite warranty | Warranty |

4. **Licensed software for corporate use**

| **Software (Corporate use licenses)** | **Compliance (YES/NO)** |
|---|---|
| PDF to word convertor (Acrobat Pro DC) | |
| DB Visualizer Pro | |
| Scanned document editor | |

**Authorized Signature and Company Seal**

**Annexure D**

## COMMERCIAL OFFER

**HARDWARE / SOFTWARE**

| **Product (as per the technical specification mentioned in Annexure C)** | **Qty (Nos)** | **Model (quoted as per Technical Offer at Annexure- C)** | |
|---|---|---|---|
| | **(A)** | **Unit Price (Rs.) (B)** | **Total Price (Rs.) (A X B) (inclusive of all applicable taxes)** |
| Desktop PC with dual monitor years onsite comprehensive warranty | 360 | | |
| Laptop with 5 years onsite comprehensive warranty | 15 | | |
| Projector with 5 years onsite comprehensive warranty | 5 | | |
| PDF to word convertor license (Acrobat Pro DC) | 20 | | |
| DB Visualizer Pro | 20 | | |
| Scanned document editor | 3 | | |
| **GRAND TOTAL** | | | |

- **The Above Prices should be inclusive of all Taxes and incudes cost of three resident engineers and one helpdesk engineer also.**
- **The Bidder has to provide Comprehensive onsite warranty for a period of Five years from the date of installation, commissioning and acceptance of equipments by SEBI.**

**Authorized Signature and Company Seal**

**Annexure E**

**Format for EMD Bank Guarantee**

**Beneficiary:** ……. *[insert name and Address of Buyer ]…….. (hereinafter referred to as Beneficiary/ Government)*

**Date:** …. *[Insert date of issue of BG] …….*

**BANK GUARANTEE No.:** … *[Insert guarantee number]*

**BANK GUARANTEE Amount:** … *[Insert guarantee amount]* …

**Bid / RA No.:** … *[Insert bid / RA number]*

**Applicant / Bidder:** … *[Insert Bidder Name and Address]*

**Guarantor:** …. *[Insert name and address of the issuing*

*Bank]*

Whereas Applicant / Bidder is willing to submit its bid against above referred Bid / RA, and as per Bid/ RA conditions, Applicant is required to submit a Bank Guarantee as EMD. At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of ..... *[Insert amount in figures] (..... ) [Insert amount in words],....* .

THE CONDITIONS OF THIS OBLIGATION ARE:

1. If the Bidder withdraws or amends, impairs or derogates from the bid in any respect within the period of validity of this bid.
2. If the Bidder having been notified of the acceptance of his bid by the Purchaser during the period of its validity.
    a. If the Bidder fails to furnish the Performance Security for the due performance of the contract.
    b. Fails or refuses to execute the contract.

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

This guarantee will remain in force up to and including 180 days after the period of bid validity and any demand in respect thereof should reach the Bank not later than the above date.

Dated .....

For.....

(Indicate the name of the Bank)

Signature.....

Name of theOfficer.....

Designation of the officer .....

Code no.....

Name of the Bank and Branch.....