

**Tender for procurement of Supply, Installation and Maintenance of Mid-Range Storage**

**A. BRIEF PROJECT REQUIREMENT**

Bank of Baroda is floating this RFP for Supply, Installation & Maintenance of Mid-Range Storage at Gift City, Gandhinagar.

**B. PURPOSE**

Bank of Baroda, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Corporate Office at C-26, G-Block, Bandra Kurla Complex, Bandra East, Mumbai - 400051 (hereinafter referred to as the "Bank") which expression unless repugnant to the context or meaning thereof shall mean and include its successors and assigns), intends to issue this bid document, hereinafter called Tender, to eligible Vendors, hereafter called as 'Bidders / Vendors', to participate in the competitive bidding towards procurement of Mid-Range Storage at Gift City, Gandhinagar.

The Bank, for this purpose, invites proposal from Vendors who are interested in participating in this Tender and who fulfill the criteria mentioned in this document. The participating vendor must agree to all our terms & conditions mentioned under this Tender document.

**C. E-PROCUREMENT GUIDELINES**

The vendors are requested to submit their proposal for above mentioned procurement through website link provided below as part of e-tendering only. e-tendering / online tendering is the simulation of the manual tendering process on the internet i.e. the eligible bidders / tenders can log on to the internet website specified using a unique user name & password and place their Technical & Commercial bids. The eligible bidders will be supported by M/s e procurement Technologies Ltd. personnel on the methodology of submitting the bids online using a digital signature/electronic key / password at the date and time specified. The bids placed by the bidders are confidential and will be opened by the authorized Bank of Baroda officials.

**Minimum requirement:**

- 1) Computer/Laptop with internet connection
- 2) Operating System – Windows XP Service pack - 3 / Vista / Windows 7
- 3) Digital Certificate - Class II or III, signing + Encryption and it should be organizational certificate.
- 4) Vendor registration can be done online by opening Website <https://bobtenders.auctiontiger.net/EPROC/> Click on Registration link, create User Id and Password and attach your Digital certificate.

**D. IMPORTANT DATES**

<b>Schedule of RFP</b>	
Tender Issuance Date	9 <sup>th</sup> April 2019
RFP Coordinator Name, Contact details (Bank)	1. Mr. Arnab Das, Sr. Manager (IT) 2. Contact No. - 022-66981556 /3237/3228 3. Email: rfp.it.procurement@bankofbaroda.co.in 4. Postal Address: The Chief Manager (IT Procurement), Bank of Baroda, C-34,

	G-Block, Baroda Sun Tower, 7 <sup>th</sup> Floor, Project Office, BKC, Mumbai - 400051
Date of Pre - Bid Meeting	16 <sup>th</sup> April 2019
Last Date & Time of Submission of Bids	02:00 PM on 30 <sup>th</sup> April 2019
Date & Time of opening of Part-I Eligibility / Technical Bid	02:30 PM on 30 <sup>th</sup> April 2019
Date & Time of opening of Part-II Commercial Bid	To be communicated Later
Earnest Money Deposit	Not Applicable
Address for online submission of bids (technical as well as commercial bids)	Bid must be submitted online on <a href="https://bobtenders.abcprocure.com/EPROC/">https://bobtenders.abcprocure.com/EPROC/</a>
All letters must be addressed to the	Chief Technology Officer Bank of Baroda, Baroda Sun Tower C-34, G-Block, BKC, Mumbai-400051
Support details of Online Portal facilitator	M/s e-Procurement Technologies Limited Mr. Yashrajsingh Rathod Email: yashrajsinh@auctiontiger.net Phone: +91-79-40016815 / 871 / 874

#### E. SUBMISSION DETAILS

As part of the submission the vendor should submit the following documents through our eProcurement portal:

- a) Eligibility Cum Technical Bid to contain the following (Bidder should submit their bids Online i.e. through <https://bobtenders.abcprocure.com>. After digitally signed all the documents)

Sr #	Section Heading	Proforma Given
1	Eligibility criteria compliance with vendor comments	Annexure 01
2	Conformity Letter	Annexure 02
3	Letter of Undertaking from OEM	Annexure 03
4	Undertaking of Information Security	Annexure 04
5	Technical Proposal: The proposal based on Technical Specification compliance as per Annexure 06.	Vendor to provide
6	Service Level	Annexure 07

- b) **Commercial Bid** - Commercial Bid should be strictly as per Commercial bid format (Annexure - 05). If commercial bid submitted not in conformity with Annexure – 05 and provided along with the Eligibility bid, then whole bid will be rejected outright.

Commercial bid needs to be sealed & signed by the bidder's authorised signatory strictly as per Annexure - 05 and encrypted using e-signer tool (available on e-procurement website <https://bobtenders.abcprocure.com/EPROC/>) before uploading it to the website.

#### F. EVALUATION METHODOLOGY

A two stage process is adopted for selection of the vendor:

- ▶ Stage 1 –Eligibility Cum Technical Bid
- ▶ Stage 2 – Commercial Bid.

During evaluation of the Tenders, the Bank, at its discretion, may ask the Vendor for clarification in respect of its tender. The request for clarification and the response shall be in writing, and no change in the substance of the tender shall be sought, offered, or permitted. The Bank reserves the right to accept or reject any tender in whole or in parts without assigning any reason thereof. The decision of the Bank shall be final and binding on all the vendors to this document and bank will not entertain any correspondence in this regard.

#### **Eligibility cum Technical Bid**

Eligibility criterion for the Vendor to qualify this stage is clearly mentioned in Annexure 01 – Eligibility Criterion Compliance to this document. The vendor would need to provide supporting documents as part of the eligibility proof.

The technical bids of only those vendors who qualify in the eligibility criteria will be evaluated. The Technical Proposal will be evaluated for technical suitability Annexure 06.

#### **Commercial Bid Evaluation**

The commercial bids of only those vendors who qualify in both eligibility and technical evaluation will be opened. The date for opening of the commercial bid would be communicated separately to the eligible vendors. The commercial bid would be evaluated based on a “Total Cost of Ownership” (‘TCO’) basis. The key considerations of the TCO would be the total payouts for entire project through the contract period of 5 years, discounted at 10% to arrive at the present value of the future cash outflows. The evaluation will be done as follows:

- ▶ The discounted rate will be calculated on yearly basis based on the formula  $A/(1+i/100)^n$  where A= Total Value in each Year; i=10% and n =Year.
- ▶ The Present Value will be calculated for all components where the payment is recurring year on year. The Present Value for the component will start from the year of purchase of that component / start of the services (AMC) and shall be calculated till the end year of the contract. Further n - number of period will be ‘0’ in the year of purchase of that component / start of the services and subsequently increased by 1 for subsequent years.

Any component / service for which the payment is a One Time Cost the NPV cost of the equipment / service for that year will be considered and the relevant year’s NPV cost will be added as part of the Present Value calculation for that year. Further the payment of the OTC component / service not being recurring in nature hence the present value for that component / service will be considered in the year of purchase only and not in subsequent years.

### **G. NORMALIZATION OF BIDS**

The Bank will go through a process of technical evaluation and normalization of the bids to the extent possible and feasible to ensure that vendors are more or less on the same technical ground. After the normalization process, if the Bank feels that any of the bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion ask all the technically short-listed vendors to resubmit the technical and commercial bid once again for scrutiny. The Bank can repeat this normalization process at every stage of technical submission or till the Bank is satisfied. The vendors agree that they have no reservation or objection to the normalization process and all the technically short listed vendors will, by responding

to this RFP, agree to participate in the normalization process and extend their co-operation to the Bank during this process. The vendors, by submitting the response to this RFP, agree to the process and conditions of the normalization process.

#### **H. OTHER TERMS**

Please note that any response which does not provide any / all of the information in the specified formats shall be rejected and the Bank shall not enter into any correspondence with the vendor in this regard.

The Bank reserves the right to accept or reject the tender in whole or in parts without assigning any reason thereof. The bank's decision will be final and the bank will not entertain any correspondence in this regard. Bank will not assume any responsibility in case of delay or non-delivery of responses by post, courier, etc within the stipulated time. Mere response to the tender will not entitle nor confer any right on the vendors for supply/sale to the bank.

Those vendors who do not fulfill any one of the required specifications and not meeting other criteria will not be considered.

#### **I. PAYMENT TERMS**

The payment will be released as follows:

##### **I. Delivery of Hardware Components**

- 70% of the total cost on delivery of hardware plus 100% of GST (wherever applicable) at actuals. The required documents to be provided along with original invoice:
  - ❖ Original delivery Challans dully stamped and signed by the Bank Official).
- 20% of total cost on successful installation of the hardware and applicable Service Tax (if any).  
**SNR case** - Wherever installation could not be carried out by the successful vendor due to the Bank's dependencies like Site not ready etc. even after 60 days beyond the date of delivery then the payment would be released, upon the successful vendor's submission of certificate from location concerned duly signed (with Bank's seal affixed) by the Bank Authority concerned on the Bank's dependencies like site is not ready etc. However, in such a case the successful vendor has to give an undertaking to complete installation within a week of being informed that the site is ready.  
The required documents to be provided along with original invoice:
  - a) Original Installation Report dully stamped and signed by the Bank Official along with the signature of the vendor representative.
  - b) In Case of SNR - Submission of certificate from location concerned duly signed (with Bank's seal affixed) by the Bank Authority concerned on the Bank's dependencies like site is not ready etc. along with an undertaking from vendor to complete installation within a week of being informed that the site is ready.
- Balance amount of 10% will be released on completion of warranty period plus 3 months or against bank guarantee in the format as specified in Annexure 09 Bank Guarantee for early release of retention money by a scheduled commercial bank other than Bank of Baroda valid for an equivalent amount valid for the period of warranty period plus 3 months.

**II. Implementation Cost (OTC):**

- 100% of the implementation cost after go- live sign off from Bank. Go Live Sign Off in the form of Acceptance Test should be signed by both Banks identified Project Manager & Successful Vendor's representative.

**III. AMC / ATS–Payable quarterly in advance against receipt of satisfactory service report of previous quarter from the Bank's Project / Operation Manager**

The payment will be released from IT Dept., BCC as per the payment terms on submission of related documents.

The Bank will pay invoices within a period of 30 days from the date of receipt of undisputed invoices. Any dispute regarding the invoice will be communicated to the selected Vendor within 15 days from the date of receipt of the invoice. After the dispute is resolved, Bank shall make payment within 30 days from the date the dispute stands resolved. There shall be no escalation in the prices once the prices are fixed and agreed to by the Bank and the vendors. But, any benefit arising out of any subsequent reduction in the prices due to reduction in duty & taxes after the prices are fixed and before the delivery should be passed on to the Bank.

The Vendor must accept the payment terms proposed by the Bank. The commercial bid submitted by the vendors must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the vendor, in case of delays or defaults on the part of the vendor. Such withholding of payment shall not amount to a default on the part of the Bank. If any of the items / activities as mentioned in the price bid is not taken up by the bank during the course of the assignment, the bank will not pay the professional fees quoted by the vendor in the price bid against such activity / item.

**J. DELIVERY TIMELINES**

Delivery of required hardware and software related to hardware should be within 4 weeks from the date of purchase. The Addresses for delivery as follows:

Gift City Address (Server Room Is At 24th Floor, IT Officer (Nikhil) sits on 19th Floor): Bank of Baroda, Gujarat International Finance Tec-city Company Limited (GIFT City) GIFT One Tower, 24th Floor  
Near Pirojpur & Shahpur Village, Taluka & District - Gandhinagar - 382355

Vendor will have to pay late delivery charges to Bank of Baroda @ 1% of the purchase order value inclusive of all taxes, duties, levies etc., per week or part thereof, for late delivery beyond due date of delivery, to a maximum of 5% of the total purchase order value inclusive of all taxes, duties, levies etc. If delay exceeds the maximum percentage of 5%, Bank of Baroda reserves the right to cancel the respective purchase order.

Vendor will be responsible for ensuring proper packing, delivery and receipt of the hardware and software related to hardware at the site(s). Sealed packs will be opened in the presence of Bank of Baroda officials.

All accessories as part of the hardware / software to make the Storage operational should be delivered together with the equipment. Any component has not been delivered or if delivered is not operational on account of which the equipment is not functioning, will be deemed / treated as non-delivery of the equipment thereby

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**Date: 9<sup>th</sup> April 2019**

excluding the Bank from all payment obligations under the terms of this contract. Partial delivery of equipment is not acceptable and payment would be released as per terms only after full delivery.

**K. INSTALLATION**

Installation at our Ahmedabad Office, including unpacking of cartons/ boxes, will be the responsibility of the Vendor. Vendor will have to install the Hardware and hand it over to Bank for acceptance testing within 2 weeks of the Bank from the date of receipt of the Hardware at our office and Bank's notification for installation of the HW / SW.

Vendor will have to pay late installation charges to the Bank @ 1% of the total Purchase Order Value per day or part thereof subject to maximum of 5% of the total purchase order value, for delay in installation, if the delay is caused owing to reasons attributable to the Vendor.

**L. TRANSPORTATION AND INSURANCE**

All the costs should include cost, insurance and freight (c.i.f). However, the vendor has the option to use transportation and insurance cover from any eligible source. Insurance cover should be provided by the vendor till the acceptance of the Hardware by Bank. The vendor should also assure that the goods would be replaced with no cost to Bank in case insurance cover is not provided.

**M. DEAD ON ARRIVAL (DOA)**

The Vendor has to ensure that any equipment supplied as part of this Tender should not be Dead on Arrival (DOA). In the event if any equipment supplied by the vendor is Dead on Arrival (DOA), the vendor has to replace the equipment at no additional cost to the Bank.

**N. DOCUMENTATION**

Vendor will have to supply all necessary documents in English related to the hardware along with their bid submission.

**O. 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.

**P. ARBITRATION**

In the event of a dispute or difference of any nature whatsoever between Bank and the vendor during the course of the assignment arising as a result of this proposal, the same will be settled through the process of arbitration conducted by a Board of Arbitration. This Board will be constituted prior to the commencement of the arbitration and will comprise of two arbitrators and an umpire. Bank and Vendor will each nominate an arbitrator to the Board and these arbitrators will appoint the umpire. Arbitration will be carried out at Bank's office that placed the order. The provisions of Indian Arbitration Act 1996 shall apply to the Arbitration proceeding.

**Q. INDEMNITY**

The vendor will indemnify, protect and save the Bank against all claims, losses, costs, expenses, action suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. in respect of the hardware provided by him.

**R. CONFIDENTIALITY**

The Vendor shall keep confidential any information obtained under the contract and shall not divulge the same to any third party without consent in writing by Bank. In case of non-compliance of the confidentiality agreement, the contract is liable to be cancelled by Bank. Further, Bank shall have right to regulate vendor staff.

**S. INFORMATION AND SECRECY**

The Vendor must provide a written undertaking to the bank to comply with the secrecy provision pursuant to provision of Banking Regulation Act, 1949 and other applicable laws. The Vendor will follow professional ethics and conduct in performing their duties. The Bank has right to terminate the services of the Vendor if it fails to comply with the conditions imposed. The external and internal auditors of the bank will be given right to review the books and internal controls of the Vendor. Any weaknesses highlighted during the audit must be promptly rectified especially where such weaknesses may affect the integrity of the internal controls of the bank.

**T. PUBLICITY**

The vendor shall not advertise or publicly announce that he is undertaking work for Bank without written consent of the Bank.

**U. STANDARDS**

All standards to be followed will adhere to Bureau of Indian Standards (BIS) specifications or other acceptable standards.

**V. TERMINATION FOR DEFAULT**

The Bank, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Vendor, may terminate this Contract in whole or in part, if the Vendor fails to perform any obligation(s) under the Contract.

In the event of the Bank terminating the Contract in whole or in part, the Bank may procure, upon such terms and in such manner, as it deems appropriate, services similar to those undelivered, and the Vendor shall be liable to the Bank for any excess costs for such similar services.

**W. AUDIT**

Vendor shall allow the Reserve Bank of India (RBI) or persons authorized by it to access Bank documents, records or transaction or any other information given to, stored or processed by Vendor in relation to the services hereunder within a reasonable time failing which Vendor will be liable to pay any charges/ penalty levied by RBI.

Vendor should allow the Reserve Bank of India (RBI) to conduct audits or inspection of its Books and account with regard to Bank documents by one or more RBI officials or employees or other persons duly authorized by RBI.

**X. NO EMPLOYER EMPLOYEE RELATIONSHIP**

The Vendor or any of its holding / subsidiary / joint venture / affiliate / group / client companies / or any of their employees / officers / staff / personnel / representatives / agents / shall not under any circumstances be deemed to have any employer –

employee relationship with the Bank or any of its employees / officers / staff / representatives / personnel / agents.

#### **Y. AUTHORIZED SIGNATORY**

The Vendor shall indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the contract. The Vendor shall submit at the time of signing the contract, a certified copy of the resolution of their Board, authenticated by Company Secretary/Director, authorizing an official or officials of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank. The Vendor shall furnish proof of signature identification for above purposes as required by the Bank.

#### **Z. Performance Guarantee**

- ✚ The successful vendor shall provide a Performance Guarantee within 30 days from the date of receipt of the order or signing of the contract whichever is earlier in the format as provided in Annexure 08 to the extent of 10% of the total contract value for the entire period of the contract plus 3 months and such other extended period as the Bank may decide for due performance of the project obligations. The guarantee should be of that of a nationalized Bank only, other than Bank of Baroda.
- ✚ In the event of non-performance of obligation or failure to meet terms of this Tender the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the vendor. Any amount pending for payment due to non-achieving of milestone/s set under the agreement or any other reason solely attributable to the vendor should be included in the remaining amount of the contract value.
- ✚ The Bank reserves the right to recover any dues payable by the selected vendor from any amount outstanding to the credit of the selected vendor, including the pending bills and/or invoking Performance Guarantee, if any, under this contract.

If the Performance guarantee is not submitted within the stipulated time, the Bank reserves the right to cancel the order / contract and the earnest money deposit taken from the vendor, will be forfeited



**Annexure 01 - Eligibility Criteria**

Eligibility Criteria Compliance to be directly met by the Bidder and OEM

S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Required
<b>A</b>	<b>General</b>		
1	Bidder must be a Government Organization / PSU / PSE / partnership firm / LLP or private / public limited company in India at least for the last 5 years.		Documentary Proof to be attached (Certificate of Incorporation)
2	Bidder must not be blacklisted / debarred by any Statutory, Regulatory or Government Authorities or Public Sector Undertakings (PSUs / PSBs) since 1 <sup>st</sup> April 2018 till date.		Letter of confirmation (self certified letter signed by authorized official of the bidder)
3	The Bidder to provide information that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners has not participated in the bid process.		Letter of confirmation (self certified letter signed by authorized official of the bidder)
4	The Bidder to provide an undertaking on his letter head that all the technical features highlighted as part of Technical Scope are covered in totality in the proposal submitted by the bidder.		Letter of confirmation from bidder
<b>B</b>	<b>Financial</b>		
<b>B1</b>	Below clause Applicable for the OEM whose products are quoted or if the OEM is bidding directly		
1	Must have registered a turnover of 5 Crores or above (from Indian Operations only) in each year during the last three completed financial years - 2015-16, 2016-17 and 2017-18.		Audited Financial statements for the financial years 2015-16, 2016-17 and 2017-18. Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification.
2	Must be net profit making entity (from Indian operations only) continuously for the last three years, that is financial years - 2015-16, 2016-17 and 2017-18.		Audited Financial statements for the financial years 2015-16, 2016-17 and 2017-18. Certified letter from the Chartered Accountant. The

S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Required
			CA certificate in this regard should be without any riders or qualification.
<b>B2</b>	Below clause Applicable for the Bidder if submitting bid as a partner of the OEM		
1	Must have registered a turnover of 3 Crores or above (from Indian Operations only) in each year during the last three completed financial years i.e. 2015-16, 2016-17 and 2017-18.		Audited Financial statements for the financial years 2015-16, 2016-17 and 2017-18. Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification.
2	Must be net profit making entity (from Indian operations only) continuously for the last three years, that is financial years - 2015-16, 2016-17 and 2017-18.		Audited Financial statements for the financial years 2015-16, 2016-17 and 2017-18. Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification
<b>C</b>	<b>Others</b>		
1	The Bidder should be the Original Equipment Manufacturer (OEM) or their Level-1 (Top most) partner for supply, installation & support under the proposed product category in India for past three years (from RFP date).		Letter of confirmation from OEM need to be submitted.
2	If OEM is bidding directly he cannot bid with any other bidder at the same time.		Letter of confirmation from OEM in case if OEM is bidding directly
3	Both OEM and Bidder must have ISO 9001:2008 certification. OEM must have ISO 14001:2004 certification for manufacturing facility from where the equipment will originate		Copy of the relevant certificates.
4	Must provide a letter of Authorization of OEM whose products is quoted for submitting the offer on behalf of the OEM.		Letter of Authorization from OEM
<b>D</b>	<b>Experience &amp; Support Infrastructure</b>		
1	Bidder should have Supplied, Installed and Supported atleast -5-no's of proposed storage or from		Documentary Proof of order / contract copy / customer credentials.

<b>S. No</b>	<b>Eligibility Criteria</b>	<b>Complied (Yes/No)</b>	<b>Supporting Required</b>
	same family in past 3 Years to Commercial Banks / Financial Institutions / Government / PSU Organizations in India.		
2	Bidder must ensure that the product to be supplied will not be End of Support in next 5 years.		Letter of undertaking from the OEM.
3	Bidder to have adequate stock of spares of all items supplied and should be able to replace the faulty hardware within 4 hours from the time of incident reporting. (Only in Gift City, Baroda).		A self certified letter to be submitted.

**Note:**

All dates if not specified to be applicable from the date of the RFP.

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

Address

Email and Phone #

**(This letter should be on the letterhead of the bidder duly signed by an authorized signatory)**

To  
Chief Technology Officer  
Bank of Baroda  
Baroda Sun Tower  
Bandra Kurla Complex  
Bandra (E), Mumbai 400 051

Sir,

**Sub: Supply, Installation & Maintenance of Mid-Range Storage at Gift City, Gandhinagar**

Further to our proposal dated ....., in response to the Request for Proposal.....(Bank's tender No. hereinafter referred to as "RFP") issued by Bank of Baroda ("Bank") we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents issued by the Bank shall form a valid and binding part of the aforesaid RFP document. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

BCC:IT:PROC:111:19

Date: 9<sup>th</sup> April 2019

Annexure 03 - Letter of Undertaking from OEM

*(This letter should be on the letterhead of the OEM / Manufacturer duly signed by an authorized signatory)*

To

Chief Technology Officer  
Bank of Baroda  
Baroda Sun Tower  
Bandra Kurla Complex  
Bandra (E), Mumbai 400 051

Sir,

**Sub: Supply, Installation & Maintenance of Mid-Range Storage at Gift City, Gandhinagar**

We ..... (Name of the OSD / OEM) who are established and reputable manufacturers / developers of ..... having factories / offices at ....., .....and ..... do hereby authorize M/s ..... (who is the bidder submitting its bid pursuant to the Request for Proposal issued by the Bank) to submit a Bid and negotiate and conclude a contract with you to Supply, Installation and Maintenance of Physical and Virtual Tape Library for supply of ..... manufactured / developed by us against the Request for Proposal received from your Bank by the Bidder and we have duly authorised the Bidder for this purpose.

We undertake to perform the obligations as set out in the RFP in respect of such services and hereby extend our support and services through M/s..... during the 5 year contract period as per terms and conditions of the RFP.

We assure you that in the event of M/s ..... not being able to fulfill its obligation in respect of the terms defined in the RFP then ..... (OEM / OSD Name) would continue to meet these either directly or through alternate arrangements without any additional cost to the Bank.

Dated this.....by .....20

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

BCC:IT:PROC:111:19

Date: 9<sup>th</sup> April 2019

**Annexure 04–Undertaking of Information Security**

***(This letter should be on the letterhead of the bidder as well as the OEM/Manufacturer duly signed by an authorized signatory on Information security as per regulatory requirement)***

To  
Chief Technology Officer  
Bank of Baroda  
Baroda Sun Tower  
Bandra Kurla Complex  
Bandra (E), Mumbai 400 051

Sir,

**Sub: Supply, Installation & Maintenance of Mid-Range Storage at Gift City, Gandhinagar**

We hereby undertake that the proposed hardware / software to be supplied will be free of malware, free of any obvious bugs and free of any covert channels in the code (of the version of the application being delivered as well as any subsequent versions/modifications done)

Dated this.....by .....20

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

**Annexure 05 – Commercial Bid**

Sr No	Description	Qty	Unit Price (Rs.)	Total Amount (Rs.)	AMC Amt (Year 1)	AMC Amt (Year 2)	Total
1	Storage System	1	0.00	0.00	0.00	0.00	0.00
2	Implementation Cost*	x	x	0.00	x	x	x
2	Any Other Charges* (please specify if any)	x	0.00	0.00	0.00	0.00	0.00
<b>Total Cost of Ownership for 5 years (with 3 year warranty &amp; 2 year AMC) (Rs.)</b>							<b>0.00</b>

- a. \*Migration of data from existing system to the new system is to be carried out as part of implementation cost
- b. All the commercial value should be quoted in Indian Rupees.
- c. For each of the above items provided the vendor is required to provide the cost for every line item where the vendor has considered the cost in BOM.
- d. If the cost for any line item is indicated as zero then it will be assumed by the Bank that the said item is provided to the Bank without any cost.
- e. Prices quoted by the Vendor should be inclusive of all taxes, duties, levies etc. except GST. GST will be paid at actuals.
- f. Prices quoted by the Vendor should be inclusive of all taxes, duties, levies etc. except GST which will be paid extra at actuals. The Vendor is expected to provide the GST percentage in the commercial bids. There will be no price escalation for during the contract period and any extension thereof. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
- g. Bank will deduct applicable TDS, if any, as per the law of the land.
- h. The vendor needs to clearly indicate if there are any recurring costs included in the above bid and quantify the same. In the absence of this, the vendor would need to provide the same without any charge.
- i. Further, we confirm that we will abide by all the terms and conditions mentioned in the Tender document.
- j. We hereby undertaking to the bank to comply with the secrecy provision pursuant to provision of Banking Regulation Act, 1949 and other applicable laws.
- k. \*Details to be provided for any commercial provided against “Any Other Charges”. Bank have discretion to mark these line items under any other charges if Bank feels these items are not mandatory for the project. Cost of any other charges will be consider for TCO calculation purpose however Bank will place order for these items at Bank’s discretion as per requirement.

**Annexure 06:**

**1. Detailed Scope of work :**

The brief scope of Work of the successful bidder is to Supply, Installation & Maintenance of Mid-Range Storage. The services covered as part of the vendor includes, but not limited to the following:

- Supply, Installation & Maintenance of Mid-Range Storage as per Bank's requirement with coordination of Bank's identified teams at Bank's identified location.
- Bank reserves the right to shift the Mid-Range Storage to new location/s services will continue to be in force at the new location.
- The Successful vendor should have support for a minimum period of 5 years from the date of announcement of end of sale/end of life.
- The Successful vendor need to design the Setup Architecture including physical infrastructure and logical design as per bank's need.
- The successful vendor shall co-ordinate with Bank's identified team to support for configuration issues, hardware replacement etc.
- The successful vendor will configure, install, de-install, re-install, re-configure (in case Bank need any configure change) at no extra cost during the entire contract period.
- Supply, commission, install, test, configure, integrate with existing system and maintain the Mid-Range Storage and add on components, which are approved by the bank.
- Break-fix support of supplied Mid-Range Storage and OS/ firmware upgrades for the appliance.
- The successfully shall provide patches/ upgrades of OS/ firmware during warranty and AMC period without any extra cost to Bank. The successful vendor will provide timely proactive deployment of latest firmware versions / security patches in coordination with Bank's identified team.
- The resolution/replacement time for any issue shall be 4 hours. There should be 24x7x365 support for any technical issue for all the supplied products through this RFP directly from the OEM and the vendor.
- Bank shall freeze installation setup, configuration and schedule in mutual consultation with the successful vendor and Bank's identified teams.
- Confidentiality of the Bank's setup must be maintained by vendor.
- Engineer from vendor must have adequate knowledge for handling the installation, configuration and support & services for supplied hardware.
- Successful vendor need to provide complete call logging details along with escalation matrix.
- The successful vendor need to specify various infrastructure requirements which need to be provided for commissioning and smooth functioning of the equipment.
- If any services, functions or responsibilities not specifically described in this scope but are an inherent, necessary or customary part of the services and are required for proper performance or provision of the services in accordance with the scope, they shall be deemed to be included within the scope of the services, as if such services, functions or responsibilities were specifically required and described in this scope and shall be provided by the vendor at no additional cost to the Bank.



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- After installation the successful vendor need to provide OEM authorized certification/training program to Bank's identified people, regarding installation, configuration, operation, basic troubleshooting etc as per Bank's requirement.
- Vendor is expected to provide post installation support to the Bank. The successful vendor will provide the assistance whenever required. Warranty and AMC support will be provided by the successful vendor.
- Vendor should provide the complete documentation including technical, operations, user manual, etc.
- Following documents should be delivered by the Vendor to the Bank including user manuals, installation manuals, operation manuals, design documents, process documents, technical manuals, technical specification, system configuration documents, debugging/diagnostics documents etc

**Technical Specification for Storage System**

<b>Storage Technical Specifications</b>				
<b>Quantity Required: Gift City, Gandhinagar - 1 No</b>				
<b>Sr. No.</b>	<b>Parameter</b>	<b>Functionality</b>	<b>Bidder's Compliance (Yes/No)</b>	<b>Detail description how the solution/ component would be compliant</b>
1	Converge / Unified Storage	1. Offered Storage array shall be a true converge / unified storage with a single Microcode / operating system instead of running different Microcode / Operating system / Controllers for File, block and object services respectively.		
		2. Offered Storage array shall be end-to-end minimum 12Gbps enabled which means that both Front-end Fibre channel ports and Back-end engines shall be operated at minimum 12Gbps speed.		
		3. Offered Storage Array shall be supplied with minimum of Quad Crossbar Engines / <i>Quad controller node /</i>		

		Quad controller engine or equivalent.		
2	Operating System & Clustering Support	The storage array should support industry-leading Operating System platforms including: <i>Windows Server 2012 / 2016, VMware, Solaris, HPE-UX and IBM-AIX etc.</i>		
3	Capacity & Scalability	1. The Storage Array shall be offered with minimum 2 controllers on Day 1 with 100% controller scalability for future growth.		
		2. The Storage Array shall be offered with 100TiB RAW Capacity using 24 x 6 TB NL SAS.		
		3. Storage must connect to minimum 4 servers with HA configuration on storage.		
		4. Offered Array shall be scalable to at-least minimum of 500 numbers of Drives and shall be scalable to more than 2000 TiB of raw capacity.		
4	Cache	1. Offered Storage Array shall be given with at least 64 GB usable cache across pair of controllers scalable to 128 GB with 4 controllers. If cache is provided in any additional hardware for the storage solution, then cache must be over and above 64GB.		
		2. Cache shall be used only for Data and		

		Control information. OS overhead shall not be done inside.		
		3. Offered Storage shall also be offered with additional 700 GiB Flash cache per controller pair.		
5	Processing Power	1. Offered Storage architecture shall be based on purpose built ASIC, XOR engine so that there shall be no load on the storage CPU during Raid Parity calculations. Bidder shall provide the documentary proof for same.		
		2. In case bidder doesn't have above ASIC functionality then additional 16 GB cache shall be supplied for read and write operations to balance out the performance.		
6	No Single point of Failure	Offered Storage Array shall be configurable in a No Single Point of configuration including Array Controller card, Cache memory, FAN, Power supply etc.		
7	Disk Drive Support	1. The storage array should support SAS - NL of 2TB / 4TB / 6TB drives.		
		2. All offered drives shall be provided with minimum of 3 years unconditional warranty.		
7	Raid Support & Virtualization	1. Offered Storage Subsystem shall support Raid 1,0,10, 5 and 6.		

8	Protocols	Offered Storage array shall support all well-known protocols like FC, ISCSI etc. natively.		
9	Host Ports, Back-end Ports and Volumes	1. Offered Storage shall also natively support 16Gbps FC ports, 10Gbps ISCSI ports without using any external device.		
		2. Offered Storage array shall be supplied with minimum of 12 x 16Gbps FC ports, 4 x 10Gbps ISCSI ports and 8 x 10Gbps Ethernet ports for File operations. All type of Ports shall be 100% scalable.		
		3. Offered Storage shall be supplied with at least 12 x 12Gbps Back-end SAS ports / 16 x 12Gbps SAS Lanes.		
10	Host Ports & Back-end Ports Cards	Offered storage shall have separate adapters for Host ports and back-end port cards for better ratio of high availability.		
11	Performance and Quality of service	1. Storage shall be provided with Performance Management Software.		
		2. Offered storage array shall support quality of service for critical applications so that appropriate and required response time can be defined for application logical units at storage. It shall be possible to define different		

		service / response time for different application logical units.		
		3. Quality of service engine shall allow to define minimum and maximum cap for required IOPS / bandwidth for a given logical units of application running at storage array.		
		4. It shall be possible to change the quality of service Response time, IOPS, bandwidth specification on basis of real time.		
12	Thin Provisioning and Space Reclaim	1. Offered storage array shall have support for Thin provisioning and Thin Re-claim to make the volume thin for an extended period of time.		
13	Maintenance	Offered storage shall support online non-disruptive firmware upgrade for both Controller and disk drives.		
14	Snapshot / Point in time copy / Clone	1. Offered Storage shall have support to make the snapshot and full copy (Clone) on the thin volumes if original volume is created on thick or vice-versa.		
		2. The storage array should have support for both controller-based as well as file system based snapshots functionality.		

		3. Storage array shall have functionality to re-claim the space from Thin Provisioned Deleted snapshot automatically. Bidder shall provision at-least 20% additional space over and above the actual requirements, if space re-claim from thin provisioned deleted snapshot is not possible automatically.		
15	Quota Management and Antivirus Scanning	1. For file services operations, offered storage shall support both user level as well as file level hard and soft quota.		
		2. For file services operations, offered storage shall support integration with industry leading antivirus bidder like Symantec, Trend Micro and MacAfee.		
16	Storage Array Configuration & Management Software	1. Bidder shall provide Storage Array configuration and Management software.		
		2. Software shall be able to manage more than one array of same family.		
17	Storage Tiering	1. Offered storage shall support dynamic migration of Volume from one RAID set to another set while keeping the application online.		
		2. For effective data tiering, Storage subsystem shall support automatically Policy based Sub-Lun		

		Data Migration from one Set of drive Tier to another set of drive Tier.		
		3. Offered storage array shall support Sub-Lun data tiering for both FAT and thin provisioned volumes.		
18	Remote Replication	1. The storage array should support hardware based data replication at the array controller level across all models of the offered family.		
		2. The Storage array shall also support three ways (3 Data Centers) replication to ensure zero RPO natively without using any additional replication appliance.		
		3. The storage array shall support incremental replication after resumption of Link Failure or failback situations.		
19	File Level retention and immutability	1. For file services operation, offered storage shall support file protection against accidental, premature, malicious deletion and modification of data using file locking mechanism of WORM and Legal hold.		
		2. Apply of legal hold shall ensure that File cannot be moved, modified, or deleted regardless of the retention period.		

20	Licenses	Storage subsystem shall be supplied with Thin Provisioning, Snapshot, Clone, Performance Monitoring, Online Raid Migration, Online Volume conversion (thin to thin compressed, thin to thin de-dup etc.), Quality of services, Sub-LunTiering and File services on day 1 for the maximum supported capacity of array.		
21	Integration and co-existence	The Storage Subsystem should have capability to move data from existing storage Array to proposed array online without any application downtime. The required hardware and software should be proposed with the array.		
22	Storage virtualization and Federation	The proposed storage array and its software tools support load balancing at will wherein, movement of data and workloads between arrays is initiated without impacting applications, users or services.		
23	Support Services	Proposed Storage array should be configured with Highest Level of support for 3 Years with 4 hours Call To Resolution (CTR).		



24	Management software	1. All the necessary software (GUI Based) to configure and manage the storage space, RAID configuration, logical drives allocation, snapshots etc. are to be provided for the entire system proposed.		
		2. Licenses for the storage management software should include disc capacity/count of the complete solution and any additional disks to be plugged in the future, up to max capacity of the existing controller/units.		
		3. A single command console for entire storage system.		
		4. Management Software should also include storage performance monitoring and management software.		
		5. Management Software should provide the functionality of proactive monitoring of Disk drive and Storage system for all possible disk failures.		
25	Controllers	1. At least 2 Controllers in Active/Active mode Scalable to Four Controllers.		
		2. Storage should be scalable to 4 controllers; all 4 controllers shall be		

		interconnected. Vendor shall not use any Ethernet switch or SAN switch or federation technologies for clustering of Controllers.		
		3. A single volume shall be striped across all the controllers symmetrical fashion automatically and shall be visible from all the controllers.		
		4. The controllers / Storage nodes should be upgradable seamlessly, without any disruptions / downtime to production workflow for performance, capacity enhancement and software / firmware upgrades.		
26	Redundancy and High Availability	1. The Storage System should be able to protect the data against single point of failure with respect to hard disks, connectivity interfaces, fans and power supplies.		
27	Hardware platform	1.Rack mounted form-factor		
		2.Modular design to support controllers and disk drives expansion		

**Annexure 07–Service Levels**

S. No	Measurement	Definition	Measurement Interval	Uptime/Availability	Impact	Penalty During				Remarks
						Warranty		AMC		
						%	Cost included	%	AMC charges included	
1	<b>Storage at Gift City, Gandhinagar</b>	Damage / Degradation / Non functioning	NA	Replaced / Refurbished / Rectified	Within 12 Hours	NIL				Only one/four such incident occur in quarterly/annually respectively. More than that event of default escalation for termination process
					Within 24 Hours	1	Warranty cost mentioned in commercial sheet for the respective item under Active components	2	AMC charges mentioned in commercial sheet for the respective item under Active components	
					Within 36 Hours	2		5		
					Within 48 Hours	3		10		
					More than 48 Hours	5		15		

**Note**

1. Uptime/Availability is considered without High Availability factor. However the failure of High availability equipment should be replaced/rectified within -12- hours of logging the call by the Bank/MSP.
2. High availability equipment is not rectified/replaced within 48 hours is considered as default and escalation with the successful bidder management for termination.

**Annexure 08-Performance Guarantee**

**BANK GUARANTEE**

(FORMAT OF PERFORMANCE BANK GUARANTEE)

To

Chief Technology Officer  
Bank of Baroda  
Baroda Sun Tower  
Bandra Kurla Complex  
Bandra (E), Mumbai 400 051

WHEREAS M/S ..... (Name of Bidder) a Company registered under the Indian Companies Act, 1956 and having its Registered Office at ..... (Please provide complete address) (hereinafter referred to as "Bidder") was awarded a contract by Bank of Baroda (the Bank) vide their Purchase Order no. .... dated ..... (hereinafter referred to as "PO") for .....

AND WHEREAS, in terms of the conditions as stipulated in the PO and the Request for Proposal document No. .... Dated ..... for ..... (hereinafter referred to as "RFP"), the bidder is required to furnish a Performance Bank Guarantee issued by a Public Sector Bank in India in your favour for Rs...../- towards due performance of the contract in accordance with the specifications, terms and conditions of the purchase order and RFP document (which guarantee is hereinafter called as "BANK GUARANTEE").

AND WHEREAS the Bidder has approached us for providing the BANK GUARANTEE.

AND WHEREAS at the request of the Bidder, WE, ....., a body corporate in terms of the Banking Companies Acquisition and Transfer of Undertakings Act, 1970/1980 having its ..... Office at ..... and a branch inter alia at ..... India have agreed to issue the BANK GUARANTEE.

THEREFORE, WE, (name of Bank and its address) ..... through our local office at ..... India furnish you the BANK GUARANTEE in manner hereinafter contained and agree with you as follows:

1. We ..... do hereby expressly, irrevocably and unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from you and undertake to indemnify you and keep you indemnified from time to time and at all times to the extent of Rs. ..../- (Rupees ..... only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the Bidder of any of the terms and conditions contained in the PO and RFP and in the event of the Bidder committing default or defaults in carrying out any of the work or discharging any obligation under the PO or RFP document or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we

shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs...../-(Rupees ..... only) as may be claimed by you on account of breach on the part of the Bidder of their obligations or default in terms of the PO and RFP.

2. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the bidder has committed any such breach/ default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur. Any such demand made by Bank of Baroda shall be conclusive as regards the amount due and payable by us to you.
3. This Bank Guarantee shall continue and hold good until it is released by you on the application by the Bidder after expiry of the relative guarantee period provided always that the guarantee shall in no event remain in force after ..... (date) without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.
4. You will have the fullest liberty without our consent and without affecting our liabilities under this Bank Guarantee from time to time to vary any of the terms and conditions of the PO and RFP or extend the time of performance of the contract or to postpone for any time or from time to time any of your rights or powers against the bidder and either to enforce or forbear to enforce any of the terms and conditions of the said PO and RFP and we shall not be released from our liability under Bank Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the bidder or any other forbearance, act or omission on your part or any indulgence by you to the bidder or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs. .... /-( Rupees..... only) as aforesaid or extend the period of the guarantee beyond the said ..... (date) unless expressly agreed to by us in writing.
5. The Bank Guarantee shall not in any way be affected by your taking or giving up any securities from the bidder or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the bidder.
6. In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the bidder hereby guaranteed by us as aforesaid and 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 Bank Guarantee.
7. Subject to the maximum limit of our liability as aforesaid, Bank Guarantee will cover all your claim or claims against the bidder from time to time arising out of or in relation to the PO and RFP and in respect of which your claim in writing is lodged on us before expiry of Bank Guarantee.
8. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent accordingly it

shall be deemed to have been given when the same has been posted.

9. The Bank Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees hereto before given to you by us (whether jointly with others or alone) and now existing uncanceled and this Bank Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
10. The Bank Guarantee shall not be affected by any change in the constitution of the bidder or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.
11. The Bank Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.
12. We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the bidder in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payments so made by us shall be a valid discharge of our liability for payment here under and the bidder shall have no claim against us for making such payment.
13. Notwithstanding anything contained herein above;
  - a. our liability under this Guarantee shall not exceed Rs. ..../- (Rupees .....only)
  - b. this Bank Guarantee shall be valid and remain in force upto and including the date ..... and
  - c. we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of this guarantee.
14. We have the power to issue this Bank Guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by the Bank.

Dated this the ..... day of ....., 20.....

For and on behalf of

Branch Manager  
Seal and Address

**BANK GUARANTEE**  
(FORMAT OF BANK GUARANTEE)

To

Chief Technology Officer  
Bank of Baroda  
Baroda Corporate Centre  
Baroda Sun Tower  
BandraKurla Complex  
Bandra (E), Mumbai 400 051

Dear Sir,

WHEREAS ..... (Name of Vendor) a Company registered under the Indian Companies Act, 1956 and having its Registered Office at ....., (Please provide complete address) (hereinafter referred to as "Vendor") was awarded a contract by Bank of Baroda (BOB) vide their Purchase Order no. .... dated ..... (hereinafter referred to as "PO") for .....

<details of equipment that supplied to be filled in table>

and it has been agreed that a payment of Rs. ..../- (Rupees ..... only) will be made to the vendor representing balance 10% of the consideration amount against the security of a Bank Guarantee from a Scheduled Commercial Bank.

2. Now this deed of guarantee witnesseth that in consideration of BOB agreeing to release a sum of Rs. ..../- (Rupees ..... only) representing balance 10% of the consideration amount payable to the vendor in terms of, the said agreement, we ..... (Bank) having our head office at ..... and amongst other places, a branch at ..... (hereinafter referred to as the guarantor) do hereby expressly, irrevocably and unreservedly agree and undertake that :

a) In the event of vendor committing breach of any of the undertakings or committing default in fulfilling any obligation arising out of said agreement, we ..... (bank) shall on demand, pay BOB without any demur Rs. ..../- (Rupees ..... only) and notwithstanding any right the vendor may have against BOB or any disputes raised by the vendor or any suit or proceedings pending in any competent Court of Law in India or otherwise or before any arbitrator, and BOB's written demand shall be conclusive evidence to us that such amount is payable by us under the said contract and shall be binding in all respects on the Guarantor.

3. The Guarantor shall not be discharged or released from the aforesaid undertaking and guarantee by any agreement, variations made between BOB and the vendor, indulgence shown to the vendor by BOB, with or without the consent and knowledge of the Guarantor or by any alterations in the obligations of the vendor by any forbearance whether as to payment, time performance or otherwise.

4. (a) This guarantee shall remain valid until (date which is 3 months after expiry of warranty period), or until discharged by BOB in writing.

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(b) This guarantee shall be a continuing guarantee and shall not be revocable except with the previous written consent of BOB and save as aforesaid it will be in force until the vendor complies with its obligations hereunder.

(c) This Guarantee shall not be affected by any change in the constitution of the vendor by absorption with any other body or corporation or dissolution or otherwise and this guarantee will be available to or enforceable against such body or corporation.

5. In order to give effect to this guarantee, BOB will be entitled to act as if the guarantor were the principal debtor and the guarantor hereby waives all and any of its rights of suretyship.

6. This guarantee shall continue to be in force notwithstanding the discharge of the vendor by operation of law and shall cease only on payment of the full amount by the guarantor to BOB of the amount hereby secured.

7. This Guarantee shall be in addition to and not in substitution for any other guarantee or security for the vendor given or to be given to BOB in respect of the said contract.

8. Any notice by way of request and demand or otherwise hereunder may be sent by post or any other mode of communication to the guarantor's address as aforesaid, and if sent by post, it shall be deemed to have been given at the time when it would be delivered in due course by post and in proving such notice when given by post it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of BOB that the envelope was so posted shall be conclusive.

9. These presents shall be governed by and construed in accordance with Indian Law. Notwithstanding anything contained herein:

a) Our liability under this Bank Guarantee shall not exceed Rs. ....../- (Rupees ..... only)

b) This Bank Guarantee shall be valid up to (date which is 3 months after expiry of warranty period) and

c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before \_\_\_\_\_ (three months after the date of expiry of the warranty).

d) The guarantor has under its constitution powers to give this guarantee and Shri. .... (signatories) Officials / Managers of the Bank who has/have signed this guarantee has/have powers to do so.

Dated this ..... day of..... 201 at .....

For and on behalf of..... (Bank).

Authorised Signatory ..... in favour of the Bank

Designation .....