



**RFP for Annual Maintenance Contract (AMC) of
SAN Storage Infrastructure under OSWAS Project
Installed At
IT Centre, Odisha Secretariat, Bhubaneswar**

RFP Enquiry No. : OCAC-SEGP-INFRA-0012-2019/ENQ/19030

RFP SCHEDULE

Sl. No.	Items	Date & Time
1.	Commencement of the BID	02.08.2019
2.	Last date for receiving queries through e-mail: gm_ocac@ocac.in and kalpana.biswal@odisha.gov.in	16.08.2019, 10 AM
3.	Pre-bid Conference	16.08.2019, 12 Noon
4.	Issue of Corrigendum (If any)	17.08.2019
5.	Last date and time for Submission of Bid.	26.08.2019 2 PM
6.	Place of Submission of Tender Document	Odisha Computer Application Centre, Plot No.-N-1/7-D, Acharya Vihar Square, RRL Post Office, Bhubaneswar-751 013 Phone: 2588064/2588280 FAX :91-674-2582842
7.	Opening of General Bids	26.08.2019, 4 PM
8.	Opening of Commercial Bids	28.08.2019, 11.30 AM

Fact Sheet:

This Fact Sheet comprising important factual data of the tender is for quick reference of the bidders.

Clause Reference	Topic
The Proposal	Odisha Computer Application Centre (OCAC) invites bid for Annual Maintenance Contract (AMC) of SAN Storage Infrastructure under OSWAS Project installed at IT Centre, Odisha Secretariat, Bhubaneswar.
Method of Selection	Least Cost Based Selection method shall be used to select the bidder of RFP for Annual Maintenance Contract (AMC) of SAN Storage Infrastructure under OSWAS Project installed at IT Centre, Odisha Secretariat, Bhubaneswar. The bidder has to apply the bid in separate envelopes, General & Commercial bid. Commercial bid of those bidders who qualify in General Bid shall be opened. The least value bid (i.e. the bidder quoting minimum amount) will be given preference in the order of selection.
RFP Document	RFP Document can be downloaded from http://www.ocac.in or http://www.odisha.gov.in . The bidders are required to submit the RFP document Fee of Rs. 1000 in the form of a demand draft in favour of " Odisha Computer Application Centre ", payable at Bhubaneswar from any of the Scheduled commercial Bank along with the Proposal.
Earnest Money Deposit (EMD)	Earnest Money Deposit (EMD) of Rs. 50,000 should be in shape of Account payee Demand Draft from any Nationalized / Scheduled Commercial Banks, in favour of "Odisha Computer Application Centre" payable at Bhubaneswar. NB: The bidders who have already submitted the EMD as per tender(RFP No.: OCAC- SEGP-INFRA-0012-2019/ENQ/19015) terms are exempted from depositing the EMD amount again.
Scope of Work	Selected agency is expected to deliver the services listed in Scope of Work as mentioned in this RFP.
Language	Bid must be prepared by the Bidder in English language only.
Currency	The bidder should quote in Indian Rupees only. The Total Price inclusive of taxes and duties will be considered for evaluation. So, the bidder must mention the base price and the tax component separately.

Clause Reference	Topic
Validity Period	Proposals/bid must remain valid minimum for 180 days from the last date of bid submission.
Bid submission	The proposal must be submitted to: The General Manager (Admn.) Odisha Computer Application Centre (OCAC) OCAC Building, Plot No.-N-1/7-D, Acharya Vihar Square, RRL Post Office, Bhubaneswar-751013 (INDIA)

Section I: Invitation for Bids

1. Request for Proposal

Odisha Computer Application Centre (OCAC) invites bid for Annual Maintenance Contract (AMC) of SAN Storage Infrastructure under OSWAS Project installed at IT Centre, Odisha Secretariat, Bhubaneswar.

2. Scope of Work

2.1. Comprehensive maintenance support for the SAN Storage System (as per specification below) procured in the year 2016 installed at IT Centre, Secretariat with labour & spares.

Bill of Material (BoM) - DELL SC8000	
Description	Quantity
Hardware & Drives	
SC8000, 64GB Memory	2
Compellent SC8000 Controller	2
600GB, SAS 12Gb, 15K, 2.5 HDD	43
1.8TB, SAS 12Gb, 10K, 2.5 HDD	9
480GB, SAS 12Gb, SSD, Mainstream RI, 2.5	18
Enclosure Blank, SAS, 6 Gb, Drive Bay Blank, 2.5"	2
Compellent SC220 Enclosure, 2.5" 24-Bay	3
IO, 8Gb FC, 4Port, PCI-E, full-height	2
IO, 1Gb iSCSI, 2Port, PCI-E, low-profile	2
IO card, 6Gb SAS, 4-port, PCI-E, low-profile (4X2M mini-SAS HD to mini-SAS cable)	2
Certified Dell FS8600, 1GbE--NAS FS8600	1
6Gb Mini-SAS to Mini-SAS Cable, 2M, Qty 2	3
LC-LC Optical Cable, 5M	8
C13-C14, PDU, 12AMP, 6.5 FT (2m), Power Cord, Qty2	5
Ready Rails II Static Rails for 4-post Racks	3

Software	
Storage Center SW Bundle, Base License	1
Storage Center SW Bundle, Expansion License	4
SW, Data Progression Base License	1
SW, Data Progression Expansion License	4
SW, Virtual Ports Base License	1
Professional Services	
ProDeploy Dell Storage SC Disk Series 200/220 2U Exp Enclosure	3
ProDeploy Dell Storage SC Series 8XXX SAN	2

- 1.1. Routine corrective and preventive maintenance (as per Service Level Agreement) shall be done on a monthly basis.
- 2.2. Software & Firmware upgradation and integrity maintenance as per requirement.
- 2.3. On addition / removal of components to the system by the customer as per the requirement, the vendor shall continue to provide the service for the new configuration without any additional charge.
- 2.4. Recovery of data free of cost in case of any crashes.
- 2.5. Repair and maintenance work should not violate or infringe upon any patent, copyright of any other person/entity and confidentiality of the information in the system shall be maintained.
- 2.6. Supply and replacement of faulty hardware components as per requirement and installation thereof free of cost. The spares replaced must be genuine, compatible, new, equivalent in performance to the existing parts. The bidder shall maintain a pool of various hardware spares / components as reserves to ensure issues to be resolved within time limit.
- 2.7. The warranty / support details shall be reflected in the OEM's service portal.

3. Eligibility Criteria

Following table mentions the pre-qualification criteria. A bidder participating in the procurement process shall possess the following minimum eligibility criteria. Any bid failing to meet the stated criteria shall be summarily rejected and will not be considered for further evaluation.

S. No.	Clause	Documents required
1.	(a) The Bidder should be an established Information Technology company registered under the Companies Act, 1956 and in operation for at least 5 years as on 31.03.2018 and should have their registered offices in India and having one of their office locally at Bhubaneswar. (b) The company must be registered with appropriate authorities for all applicable	(a) Valid documentary proof of: <ul style="list-style-type: none"> • Certificate of incorporation or Certificate of Commencement (as applicable) • Certificate consequent to change of name, if applicable. • Proof of local office. (b) Valid documentary proof of: <ul style="list-style-type: none"> • GST Identification number(GSTIN)

	statutory duties/taxes.	<ul style="list-style-type: none"> Income Tax registration/PAN number. Income Tax returns for last three financial years.
2.	The bidder should have positive net worth during last three financial years, ending 31.03.2018.	A certified document by the Chartered Accountant stating the net worth.
3.	<p>The bidder's average annual turnover should be more than (INR) 10 crores in each of the last three financial years ending on 31.03.2018</p> <p>Note: The turnover refers to the bidder's firm and not the composite turnover of its subsidiaries/sister concerns etc.</p>	Copy of audited profit and loss account/ balance sheet/ annual report of the last three financial years.
4.	<p>Bidder should have experience of supply, installation and annual maintenance services for IT Infrastructure projects and should have been in the business for a period exceeding three years as on 31.03.2018.</p> <p>The bidder must have successfully undertaken at least one project relating to supply / installation / annual maintenance activities of IT or Storage Infrastructure systems to any government / public sector enterprises in India of value not less than Rs. 10 Lakh</p>	Work order, Completion Certificate or phase completion certificate for ongoing project from the client.
5.	The bidder must possess ISO 9001:2008/ ISO 9001:2015 certification	Copy of valid certificate to be submitted at the time of bidding.
6.	The bidder shall not be under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government agencies.	Declaration in this regard by the authorized signatory of the bidder.
7.	The bidder should submit valid Authorization letter from the OEM	Documentary evidence

8.	<p>a- The bidder must have submitted Rs. 1000 towards the cost of the Tender Document.</p> <p>b- The bidder should furnish an Earnest Money Deposit (EMD) {as part of its Bid} of Rs. 50,000 in shape of Account payee Demand Draft from any Nationalized / Scheduled Commercial Banks, in favour of "Odisha Computer Application Centre" payable at Bhubaneswar and should be valid for 90 days from the due date of the tender / RFP. The EMD should be submitted in the Pre-qualification bid.</p> <p>Note: The bidders who have already submitted the EMD as per tender(RFP No.: OCAC- SEGP-INFRA-0012-2019/ENQ/19015) terms are exempted from depositing the EMD amount again.</p>	<p>a- In shape of DD from a schedule commercial bank.</p> <p>b- In shape of DD / BG from a schedule commercial bank.</p>
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4. AMC Service Period:

The period of AMC Service will be of **3 years** from the date of award of work which may be extended on requirement.

Section II: Instruction to Bidders

(A) Bid Submission

The bid must be submitted in separate envelopes as:

(i) General Bid

This bid shall contain:

- a) Compliance to eligibility criteria (As mentioned in eligibility criteria format)
- b) Particulars as per Form 2 at Annexure.
- c) The plan / arrangement in escalation matrix for AMC services to be provided at IT Centre, Bhubaneswar
- d) Acceptance to the terms and conditions laid down in the tender document. A scanned copy of the bid document duly signed by the bidder's authorized representative is to be submitted in token of acceptance of the same.

(ii) Commercial Bid

- a) Commercial bid should be submitted in a sealed envelope as per the format specified in Financial Proposal.
- b) Prices should be given in INR in figures only.

The bidder must submit, the sealed separate envelopes of General Bid and Commercial Bid, put in another separate envelope with superscription as "RFP for Annual Maintenance Contract (AMC) of SAN Storage Infrastructure under OSWAS Project installed at IT Centre, Odisha Secretariat, Bhubaneswar" and RFP Enquiry No. **OCAC-SEGP-INFRA-0012-2019/ENQ/19030**.

(B) Pre-Bid Meeting & Clarifications

(i) Bidders Queries

- a) OCAC shall hold a pre-bid meeting with the prospective bidders on 16.08.2019 at 12 Noon OCAC premises.
- b) The Bidders will have to ensure that their queries for Pre-Bid meeting should reach in e-mail id – gm_ocac@ocac.in and kalpana.biswal@odisha.gov.in on or before 16.08.2019 by 10 AM. Queries submitted after the scheduled date and time, shall not be accepted.
- c) The queries should necessarily be submitted in the following format:

Sl. No.	RFP Document Reference(s) & Section	Page No.	Content of RFP requiring Clarifications(s)	Points of clarification
1.				
2.				

- d) OCAC shall not be responsible for ensuring that the bidder's queries have been received by them. Any requests for clarifications after the indicated date and time shall not be entertained by OCAC.

(ii) Responses to Pre-Bid Queries and Issue of Corrigendum

- a) OCAC will endeavor to provide timely response to all valid queries. However, OCAC makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does OCAC undertake to answer all the queries that have been posed by the bidders.
- b) At any time prior to the last date for receipt of bids, OCAC may, for any reason, modify the RFP Document by a corrigendum.
- c) The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on the websites www.ocac.in & www.odisha.gov.in on 17.08.2019.
- d) Any such corrigendum shall be deemed to be incorporated into this RFP.
- e) In order to provide prospective Bidders reasonable time for taking the corrigendum into account, OCAC may, at its discretion, extend the last date for the receipt of Proposals.

(C) Bid Evaluation

- (i) Bidders, whose bids are responsive to all the items of the Proposal and who meet the eligibility requirements shall be considered as qualified to move to the next stage of Commercial evaluations.
- (ii) Non-compliance to any of the eligibility criteria will lead to rejection of the proposal.
- (iii) The Commercial Bids of the qualified bidders will be opened on the prescribed date in the presence of bidder representatives.
- (iv) The Bidder, who has submitted the lowest Commercial bid, shall be selected as the L1 and shall be awarded the contract.
- (v) The bid price shall include all taxes and levies and shall be in Indian Rupees.
- (vi) Any conditional bid would be rejected.

Important Note:

- If the bid is incomplete and / or non-responsive it will be rejected during evaluation. The bidder may not be approached for clarifications during the evaluation. So bidders are requested to ensure that they provide all necessarily details in the submitted bids.
- If any price details are found in the General Bid, the offer will be summarily rejected.

(D) Consortium not allowed.

(E) Offers shall be valid for minimum One hundred eighty (180) Days from the date of opening the Commercial Bid. A bid valid for a shorter period is liable to be rejected.

(F) The prices are to be quoted in INR in figure only. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.

(G) Replacement materials must be properly packed against any damage and insured up to the destination. The material should directly be supplied to **IT Centre, Secretariat, Bhubaneswar**. All the expenses involved in shipping the equipment to IT Centre, Secretariat, Bhubaneswar shall be borne by the bidder. All aspects of safe delivery shall be the exclusive responsibility of the bidder.

(H) Earnest Money is liable to be forfeited and bid is liable to be rejected, if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of the

tender.

- (I) The Earnest Money of all unsuccessful bidders shall be returned as early as possible. No interest will be payable by OCAC on the Earnest Money Deposit. The Earnest Money of successful bidder shall be returned after acceptance of work order and submission of Performance Bank Guarantee (PBG) towards 10% of order value.
- (J) Govt. Levies like GST shall be paid at actual rates applicable on the date of submission of invoice. Rates should be quoted accordingly giving the basic price and GST.
- (K) OCAC reserves the right to accept / reject the offers or cancel the whole tender proceedings without assigning any reason whatsoever. Late / Delayed offers shall not be accepted under any circumstances. Incomplete offers will be rejected.
- (L) OCAC shall not be responsible for delayed submission or non-submission of bid due to any reason whatsoever. The bidders are requested to submit the bid much before date & time of submission, failing which OCAC shall not be responsible for any such delay.
- (M) Any attempt of direct or indirect negotiations on the part of the bidder with the authority to whom the bid has been submitted or authority who is competent to finally accept / reject the same after the tender has been submitted or any endeavour to secure any interest for an actual or prospective bidder or to influence by any means for the acceptance of a particular tender will render the tender liable to be rejected.
- (N) Unsatisfactory Performance: OCAC shall have the sole and discretionary right to assess the performance(s) of the bidder and OCAC without any liability, may cancel the order if the performance is not satisfactory.
- (O) Dispute Resolution :
 - (i) Any dispute or difference, whatsoever, arising between the parties shall be amicably resolved by the parties through mutual consultation, in good faith and using their best endeavours. Parties on mutual consent may refer a dispute to a competent individual or body or institution or a committee of experts appointed by OCAC (Nodal Authority) for such purpose and abide by the decisions thereon.
 - (ii) On non-settlement of the dispute the same shall be referred to the Chief Executive Officer, OCAC for his decision and the same shall be binding on all parties, unless either party makes a reference to arbitration proceedings, within sixty days of such decision.
 - (iii) Such arbitration shall be governed in all respects by the provision of the Arbitration and Conciliation Act, 1996 or later and the rules framed there under and any statutory modification or re-enactment thereof. The arbitration proceeding shall be held in Bhubaneswar, Odisha
- (P) Force Majeure :

Force Majeure is herein defined as any cause, which is beyond the control of the selected bidder or OCAC as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

- (i) Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics.
- (ii) Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos
- (iii) Terrorist attack, public unrest in work area provided either party shall within 10 days from occurrence of such a cause, notifies the other in writing of such causes.

In case of a Force Majeure, all Parties shall endeavour to agree on an alternate mode of performance in order to ensure the continuity of service and implementation of the obligations of under the Contract and to minimize any adverse consequences of Force Majeure.

- (Q) Disclaimer: This Tender / Request for Proposal (RFP) is not an offer by OCAC, but an invitation for bidder's response. No contractual obligation whatsoever shall arise from the RFP process.
- (R) Besides the terms and conditions stated in this document, the contract shall also be governed by the overall acts and guidelines as mentioned in IT Act 2000 and subsequent amendments, and any other guideline issued by State from time to time

Section III: Special Conditions of Contract

- (A) **Price:** Price quoted should be in INR only and in the prescribed format. The quoted price will be considered firm and no price escalation will be permitted.
- (B) **Billing:** Billing is to be done in the name of Odisha Computer Application Centre, Plot No.-N-1/7-D, Acharya Vihar Square, RRL Post Office, Bhubaneswar-751013.
- (C) **Payment:** The payment shall be made at the end of each quarter on quarterly basis after receipt of invoice and on satisfactory completion of maintenance for each quarter subject to production of Preventive Maintenance Report dully signed from the officer / authority after deducting the penalty if any and other recoveries if any.
- (D) **PBG :** Performance bank Guarantee (PBG) of 10% of AMC order value (excluding taxes) shall be submitted by the selected bidder within the 1st quarter of AMC period from the date of Notification of award. The Performance Guarantee shall be valid for a period of AMC and 2 months. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of extension of the project period. In case the selected bidder fails to submit performance guarantee within the time stipulated, no payment shall not be processed in favour of the selected bidder. OCAC shall invoke the performance guarantee in case the selected bidder fails to discharge their contractual obligations during the period or OCAC incurs any damages due to bidder's negligence in carrying out the project implementation as per the agreed terms & conditions.
- (E) **Service Level Agreement (SLA) & Penalty for Delayed Services:**

Response Time	Period	Penalty
	>24Hours & <=48Hours	0.5% of the contract value
	>48Hours & <=96Hours	1% of the contract value
	>96Hours & <=192Hours	2% of the contract value
	>192Hours	5% of the contract value

Penalty will be charged to maximum of 5% of total order value, in case of any delay in providing service.

- (F) Escalation matrix should also be provided along with the General bid.

Section IV: Bid Templates

The bidders are expected to respond to the RFP using the forms given in this section and all documents supporting eligibility criteria.

- General Bid shall comprise of following forms:

Form 1: Compliance Sheet for Pre-qualification

Form 2: Particulars of the Bidders

- The bidders are expected to respond to the RFP using the following forms for Commercial Proposal.

Form 3: Covering Letter

Form 4: Commercial Proposal

- The bidder shall submit the PBG as per format at **Form 5**.

Form 1: Compliance Sheet for Pre-qualification Criteria

The documents mentioned in this compliance sheet along with this form, needs to be a part of the General Bid.

Sl#	Basic Requirement	Documents Required	Provided	Reference & Page Number
1.	(a) Company registered under the Companies Act, 1956 and in operation for at least 5 years as on 31.03.2018 and should have their registered offices in India and having one of their offices locally at Bhubaneswar. (b) The company must be registered with appropriate authorities for all applicable statutory duties/taxes.	Valid documentary proof of: <ul style="list-style-type: none"> • Certificate of incorporation or Certificate of Commencement. • Certificate consequent to change of name, if applicable. • Proof of local office. Valid documentary proof of: <ul style="list-style-type: none"> • GST Identification number(GSTIN) • Income Tax registration/PAN number. • Income Tax returns for last three financial years. 	Yes / No	
2.	Positive net worth during last three financial years, ending 31.03.2018.	Certified document by the Chartered Accountant stating the net worth	Yes / No	
3.	Average annual turnover should be more than (INR) 10 Crores in each of the last three financial years ending on 31.03.2018.	Copy of audited profit and loss account/ balance sheet/ annual report of the last three financial years.	Yes / No	
4.	Work Experience and Project Value w.r.t work experience.	Documents in support.	Yes / No	
5.	The bidder must possess ISO 9001:2008 / ISO 9001:2015	Copy of valid certificate	Yes / No	
6.	Declaration of Ineligibility	Declaration in this regard by the	Yes / No	

Sl#	Basic Requirement	Documents Required	Provided	Reference & Page Number
	for corrupt or fraudulent practices or blacklisted.	authorized signatory of the bidder.		
7.	Authorization Letter from all the OEM	Relevant documentary evidence This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer.	Yes / No	
8.	a- Tender Document fee. b- Earnest Money Deposit (EMD).	a- In shape of DD from a schedule commercial bank. b- In shape of DD from a schedule commercial bank.	Yes / No	
9.	Authorisation letter for participation in the Bid process	Copy of Authorisation letter in the name of the Authorized signatory	Yes / No	
10.	Particulars of the Bidders	As per Form 2	Yes / No	
11.	Acceptance to the terms and conditions laid down in the tender document.	A scanned copy of the bid document duly signed by the bidder's authorized representative is to be submitted as token of acceptance of the same.	Yes / No	

Form 2: Particulars of the Bidders

S No.	Information Sought	Details to be Furnished
a	Name ,address and URL of the bidding Company	
b	Incorporation status of the firm (public limited / private limited, etc.)	
C	Year of Establishment	
D	Date of registration	
E	Reference No.	
F	Details of company registration	
G	Name, Address, e-mail ID, Phone nos. and Mobile Number of Contact Person	

Form 3: Covering Letter

< Location, Date >

To
The General Manager (Admin)
Odisha Computer Application Centre
Plot No. - N-1/7-D, Acharya Vihar
P.O.- RRL, Bhubaneswar - 751013
EPBX: 0674-2567280/2567064/2567295
Fax: +91-0674-2567842

Subject: Submission of the Commercial bid for Annual Maintenance Contract (AMC) of SAN Storage Infrastructure under OSWAS Project installed at IT Centre, Odisha Secretariat, Bhubaneswar.

RFP Reference No : OCAC-SEGP-INFRA-0012-2019/ENQ/19030.

Dear Sir/Madam,

We, the undersigned, offer to provide **for Annual Maintenance Contract (AMC) of Storage Infrastructure under OSWAS Project installed at IT Centre, Odisha Secretariat, Bhubaneswar** in accordance with your Request for Proposal cited above and our Proposal (General & Commercial Proposals). The attached Commercial Proposal is for the sum of [*Amount in words and figures*]. This amount is inclusive of the taxes as applicable.

Our Commercial Proposal shall be binding upon us, up to expiration of the validity period of the Proposal.

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

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

Form 4: Commercial Proposal

RFP REFERENCE NO : OCAC-SEGP-INFRA-0012-2019/ENQ/19030.

COMMERCIAL BID FORMAT

SL#	Description	Cost per year in ₹	Tax & Duties in ₹	Total Price in ₹
A	B	C	D	E = C+D
1.	AMC for 1st year			
2.	AMC for 2nd year			
3.	AMC for 3rd year			
	Grand Total			

Seal of the Company

Authorised Signatory

Form 5: Performance Bank Guarantee (PBG)

To

The General Manager (Admin)
Odisha Computer Application Centre
Plot No. - N-1/7-D, Acharya Vihar
P.O.- RRL, Bhubaneswar - 751013
EPBX: 0674-2567280/2567064/2567295
Fax: +91-0674-2567842

Whereas, < < name of the supplier and address > > (hereinafter called "the Bidder") has undertaken, in pursuance of contract no. < < insert contract no. > > dated. < < insert date > > to provide Implementation services for < < name of the assignment > > to OCAC (hereinafter called "the beneficiary")

And whereas it has been stipulated by in the said contract that the Bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, < < name of the bank > > a banking company incorporated and having its head /registered office at < < address of the registered office > > and having one of its office at < < address of the local office > > have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, upto a total of Rs.< < insert value > > (Rupees < < insert value in words > > only) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs .< < insert value > > (Rupees < < insert value in words > > only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Bidder shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until < < *Insert Date* > >)

Notwithstanding anything contained herein:

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

(Authorized Signatory of the Bank)

Seal:

Date: