

REQUEST FOR QUOTATION-RFQ



(RFQ FOR AMC OF FIREWALL INSTALLED AT DATA CENTRE, NOIDA & DR MUMBAI)

DISCLAIMER

*** This RFQ is meant for the exclusive purpose of AMC of Firewall as per the terms & conditions and specifications indicated. It shall not be transferred, reproduced or otherwise used for purposes other than for which it is specifically issued.

1. REQUEST FOR QUOTATION:

J&K Grameen Bank, Jammu (J&K) invites sealed quotations for AMC of Firewall Equipment installed at Data Centre Noida & DR Mumbai for a period of 3 Years.

The sealed envelopes should be superscripted with “**RFQ for AMC OF FIREWALL EQUIPMENT (DC-DR) – 2017**” as reach at address mentioned in below table.

Tender Reference No:	JKGB/IT/AMC/NTRWK_FWL/17-5030
Tender Publication Date :	16-11-2017 (Thursday) 17:00 Hours
Cost of RFP Document:	NIL
EMD (in INR):	1 Lac Only
Last Date for Pre-Bid Queries by email. (Telephonically only if requires discussion)	01-12-2017 (Friday) 16:00 Hours
Queries to be emailed at/Web Site Details	it.hoj@jkgb.in/www.jkgb.in
Last Date for Submission of Bid Documents :	06-12-2017 (Wednesday) 11:00 AM
Date & Time of Opening of Bids :	06-12-2017 (Wednesday) 12:00 PM
Address of Submission of Bids :	General Manager, J&K Grameen Bank, Head Office, Narwal, Jammu J&K India- 180006.
Contact Telephone Numbers :	9107203040, 9107506070,7051510171

Opening of technical offers:

Technical offers received by the Bank will be opened in the presence of the vendor's representatives who choose to attend the opening on the date and time specified above. Only the Vendors who have submitted their offer in response to this tender are permitted to attend the opening.

It is essential that all clarifications / queries, if any, be submitted to the Bank at least 5 days before the last date for receipt of Offers.

Technical Specifications, Terms and Conditions and various format for submitting the Tender Offer are described in the tender document and its Annexures.

Earnest Money Deposit (EMD) must accompany the original Technical Offer as specified in this tender document. Offers received without EMD will be rejected.

2. INSTRUCTION TO BIDDERS:

a) TWO BID SYSTEM OFFER

Two copies of the offers (both Technical & commercial) must be submitted at the same time, giving full particulars in TWO SEPARATE sealed envelopes at the Bank's address given below, on or before 11.00 AM on 06.12.2017:

General. Manager,
J&K Grameen Bank,
Head Office, Narwal
Jammu (J&K) - 180006

Offers received after the last date and time specified for such receipt will be rejected. All envelopes should be securely sealed and stamped.

All the TWO SEPARATE sealed envelopes containing offers must be submitted to the Bank directly as under:

Envelope-T: Technical [Original] & Technical [Duplicate]

Envelope-C: Commercial [Original] & Commercial [Duplicate]

Each of the above set of offer must be labeled with the following information:

Type of Offer: (Technical or Commercial)

Copy: (Original or Duplicate)

Tender Reference Number:

Due Date:

Name of the Vendor:

The Duplicate Offer must be identical in all respects to the Original offer submitted to the Bank, and **must contain all the above information specified.**

ENVELOPE- T (Technical Offer): [2 Copies i.e., Original and Duplicate]

The Technical offer (T.O) should be complete in all respects and contain all information asked for, except prices, as per **Annexure A**. The Technical Offer should not contain any price information. The Technical offer should be submitted in 2 copies in a closed envelope to the Bank (marked as original and duplicate). The T.O. should be complete to indicate that all products and services asked for are quoted and all terms adhered to.

EMD (DD/BG/CDR) should be kept in original Technical Offer being submitted to the Bank.

The EMD submitted by the unsuccessful vendors will be returned soon after the completion of the process. The EMD of the successful vendor will be returned after completion of the contract against submission of Performance Bank Guarantee.

ENVELOPE-C (Commercial Offer): [2 Copies – i.e., Original and Duplicate]

The Commercial Offer (C.O) should give all relevant price information and should not contradict the T.O. in any manner. The Commercial offer should be submitted in 2 copies in a closed envelope to the Bank (marked as original and duplicate).

Technical and Commercial Offers must be submitted separately, in different envelopes. It may be noted that if any envelope is found to contain both technical and commercial offers, such offer will be rejected

3. Eligibility Criteria:

The Bidder should fulfil the following criteria and shall submit the documentary evidence thereof:

- a) The Company is an ISO 9001 certified company & ISO Certification for the Quality Management/Production/Manufacturing.
- b) The bidder should be Gold certified channel partner of and should have Managed Services certification from Fortinet and a Manufacturers Authorization letter to this effect shall be enclosed with the bid. Any Bid without an Authorization letter will be technically rejected and the commercials will not be opened for such bids.
- c) The bidder should have its own service centre in Metros and should be staffed with technically qualified and adequately experienced staff in hardware / peripherals proposed to be maintained.
- d) **The bidder should have registered a turnover of at least Rs 5 crore per financial year for the last three financial years, (not inclusive of the turnover of associate companies) as per the audited accounts.**
- e) The bidder should have registered net profit (after tax) for at least three financial years (Financial year shall mean an accounting period of 12 months. Figures for an accounting period exceeding 12 month will not be acceptable) in the immediate preceding three financial years as per the audited accounts.

- f) The bidder should not be black listed in any of Govt/PSU or Banking sector in India. Self declaration in this regard by the Authorized Signatory of the bidder.
- g) The bidder should have successfully executed supply, Installation and commissioning of similar IT projects for any central/state Government/Semi Government/Public Sector/Private Sector in the last three financial Years. Work copy is required.
- h) Shortlisted Vendor shall do the detailed inventory validation to ascertain the serial Numbers of the devices to be covered under Maintenance Agreement. This will be done by running an inventory collector or physically verifying the devices which are inaccessible using central Management Console.
- i) Any addition in the Inventory list needs to be incorporated as per the terms and prices frozen between Bank and Vendor.
- j) The Vendor needs to ensure that the AMC terms are adhered to and provide the requisite access to the Bank for logging the call with Fortinet TAC, Checking Contracts on Fortinet Site etc.
- k) The bidder needs to propose for both OEM level backlining for Hardware and Subscription Services and its on services for next 3 years (24X7X365).

4. Bill Of Quantities:

S.No	Part Code	Description	Qty
1	FG -600C	16 x GE RJ45 ports, 4xShared Media pairs (including 4xGE RJ45 Ports, 4xSFP Slots), 2x GE RJ45 with Bypass Protection, 60 GB SSD on board storage.	2
2	FC-10-00600-905-02-36	NGFW + ATP Bundle(24 x7 Forticare plus NGFW,IPS AV and Web Filtering Services) for 36 months	2
3	Power supply optional		
4	SP-FG600C-PS	FG-600 C, FG800C, and FG-1000C AC Power Supply.	2
5		AMC support for 3 years	2

5. MINIMUM SLA & AGREEMENT REQUIREMENTS

1. 24x7x365 support from System integrator for period of 3 Years for Locations where Firewall Devices has been installed. This includes Maximum period of 4 hours hardware resolution.
2. All the Products / Services quoted should mandatorily be back lined with OEM with 8X5XNBD Support on Fortinet and Forti Care 24X7 Comprehensive Support from Fortinet for period of 3 years shall submit the proof backlining along with Bids.
3. The vendor should be capable of meeting the service & support standards as specified in this RFQ. Vendors are also required to submit, along with its offer, a detailed support plan providing complete details like address of the support centre, number of service engineers available along with their names, telephone/mobile numbers, fax number, spares that will be stocked for warranty/AMC service etc. This plan must cover all the locations that have been indicated in the list of the locations as given in **Annexure-D**.
4. In case of a severity 1 and 2 problem, if the Vendor engineer is unable to arrive at the root cause of the technical problem within 1 hour on reaching the JKGB premise he will immediately raise a case with internal TAC.
5. In case of a severity 1 and 2 problem, if the technical problem is not resolved within 2 hrs of Internal TAC being notified then the case will be opened with Fortinet TAC on severity 1 or 2.
6. The Bank will have access to Fortinet TAC as well as to all the valid contracts for support.
7. All the s/w or OS upgrades released by Fortinet recommended or configuration changes found suitable by bank during the course of the AMC contract will be installed/done by the Vendor has to be done as required by the Bank.
8. All configuration changes to be made will be planned with JKGB and made during an approved change window.
9. At least once a year Network inventory and config audit will be done by the Vendor to suggest product upgrades or design changes. This will be done at JKGB's Datacenter at Noida or DC Operations Narwal Jammu. JKGB will ensure access to the premise and network.

10. The company shall ensure the following SLA's are met during the AMC Period:

➤ Metros under 24x7x365 99.9%

a) The uptime of the sites shall be calculated using a standard formula as:

Uptime %age of the site = $(X-Y)/X$ where X is the number of Hours /Calander Year, Y is the downtime Hours.

b) "Percentage down time" shall mean the aggregate of downtime of the particular system during the year expressed as a percentage of total available time in a year i.e. 365 * 24 hours. Thus, if the aggregate downtime of System works out to 87.6 hours during a year then the percentage downtime shall be calculated as follows:

$$\frac{87.6 \times 100}{365 \times 24} = 1.0\%$$

c) "Response Time" shall mean the interval from receipt of first information from Bank to the company, or to the local contact person of the Company by way of any means of communication informing them of the malfunction in Equipment to the time Company's Engineer reaches the site.

d) "Repair Time" shall mean the interval from the time Company's Engineer gains access to the Equipment to the time the equipment is restored to the normal working conditions. The Company shall demonstrate such restoration to the concerned officer/official at the site.

e) "Down Time" shall mean the interval between the time of reporting of failure to the time of completion of repair. Down Time is the sum of response time and repair time with the following exclusions:

- Period when Bank denies access to the Equipment by the Company engineer, within the scheduled working hours of the Bank.
- Period when Bank denies access to the Company Engineer due to the non-availability of authorized Bank staff during the scheduled hours.

- Period when no malfunction is located provided the reasons for non-functionality are beyond the scope of the machine as demonstrated.
- The Company shall attend the calls within reasonable timings convenient to the Bank. For the timings beyond scheduled working hours (8X5XNBD or 24x7x365) the Company shall make a request in writing to the Bank for allowing the entry. The down time of the equipment shall be the period the machine remains off, due to the Company's problem.
- Penalties shall be imposed in case of total uptime of Setup during the Contract period is less than the committed uptime. As a penalty, the Warranty will be extended by two month for every 1% downtime up to a maximum of 5%. In case the uptime goes below 95%, the Bank reserves the right to cancel the order and/or revoke the performance Bank Guarantee that may have been produced for seeking payment of quarterly charges in advance without any notice. The uptime calculations shall be done on Quarterly basis.
- The Project cannot be contracted to any other vendor/partner without the written permission from the Bank.

6. SCHEDULE OF PAYMENT:

Mode of payment will be subject to the following conditions on various tasks as under:

- Quarterly Post rendering of Services or in advance subject to submission of Performance Bank Guarantee of 10 % for the period of contract.
- **Income / Corporate Taxes in India:** The Supplier shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price bid by the Supplier shall include all such taxes in the contract price.
- **Tax deduction at Source:** Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to the Supplier. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations in force. Nothing in the Contract shall relieve the Supplier from his responsibility to pay any tax that may be levied in India on income and profits made by the Supplier in respect of this contract.

7. EARNEST MONEY DEPOSIT (EMD):

Vendors are required to give EMD by way of a Demand Draft/Bank Guarantee valid for 180 days from the due date of the tender for Rs. 1,00,000/- (Rupees One lakh Only) as **Earnest money Deposit (EMD)** along with their Offer. Offers made without E.M.D. will be summarily rejected.

The format for the Bank Guarantee is attached to this RFQ document.

8. INDEMNITY:

The Bidder hereby indemnifies, protects and saves J&K Grameen Bank and holds J&K Grameen Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from:

- (i) An act of omission or commission of the Bidder, its employees, its agents, or employees of its sub-contractors in the performance of the services provided by this Agreement.
- (ii) Breach of any of the terms of this Agreement or breach of any representation or warranty or false statement or false representation or inaccurate statement or assurance or covenant by the Bidder.
- (iii) Bonafide use of the deliverables and or services provided by the Bidder
- (iv) Misappropriation of any third party trade secrets or infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfil the scope of this project.
- (v) Claims made by the employees, sub-contractor, sub-contractors employees, who are deployed by the Bidder, under this contract.
- (vi) Breach of confidentiality obligations of the Bidder.
- (vii) Gross negligence or gross misconduct solely attributable to the Bidder or by any agency, contractor, subcontractor or any of their employees by the bidder for the purpose of any or all of the obligations under this agreement.

The Bidder shall further indemnify J&K Grameen Bank against any loss or damage arising out of loss of data, claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on J&K GRAMEEN BANK for malfunctioning of the equipment or software or deliverables at all points of time, provided however,

- (i) J&K GRAMEEN BANK notifies the Bidder in writing immediately on being aware of such claim.

(ii) The Bidder has sole control of defence and all related settlement negotiations. Bidder shall be responsible for any loss of data, loss of life, etc., due to acts of Bidders representatives, and not just arising out of gross negligence or misconduct etc., as such liabilities pose significant risk. The Bidder shall indemnify J&K GRAMEEN BANK (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:

- Non-compliance of the Bidder with Laws / Governmental Requirements.
- Intellectual Property infringement or misappropriation.
- Negligence and misconduct of the Bidder, its employees, sub-contractor and agents.
- Breach of any terms of Agreement, Representation or Warranty.
- Act of omission or commission in performance of service.
- Loss of data.

Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities, compensation suffered by J&K GRAMEEN BANK arising out of claims made by its customers and/or regulatory authorities.

Bidder shall indemnify, protect and save J&K GRAMEEN BANK against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from misappropriation of any third party trade secrets or infringement of any patent, trademarks, copyrights etc or such other statutory infringements under any laws including the Copyright Act, 1957 or Information Technology Act 2000 read with amendments in IT Act 2008 in respect of all the hardware, software and network equipment or other systems supplied by them to J&K GRAMEEN BANK from whatsoever source, provided J&K GRAMEEN BANK notifies the Bidder in writing as soon as practicable when J&K GRAMEEN BANK becomes aware of the claim however:

- (I) The Bidder has sole control of the defence and all related settlement negotiations.
- (II) J&K GRAMEEN BANK provides the Bidder with the assistance, information and authority reasonably necessary to perform the above and
- (III) J&K GRAMEEN BANK does not make any statements or comments or representations about the claim without the prior written consent of the

Bidder, except where J&K GRAMEEN BANK is required by any authority/regulator to make a comment / statement/representation.

Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect, consequential and incidental damages and compensations. However, indemnity would cover damages, loss or liabilities suffered by J&K GRAMEEN BANK arising out of claims made by its customers and/or regulatory authorities.

9. LIABILITY:

The selected bidder shall indemnify the J&K GRAMEEN BANK and be liable for loss due to malfunctioning of the equipment or any software as supplied by them. The total liability of the selected bidder under the contract shall not exceed the total order value placed on the said vendor.

10. TERMINATION OF CONTRACT:

For Convenience:

J&K GRAMEEN BANK, by written notice sent to the bidder, may terminate the contract in whole or in part at any time for its convenience giving three months prior notice. The Notice of termination shall specify that the termination is for convenience. Such termination shall not be deemed as a breach of contract. J&K GRAMEEN BANK Bank agrees to pay the bidder for all the unpaid services due to the bidder up to the date of termination.

For Insolvency:

J&K GRAMEEN BANK may at any time terminate the contract by giving written notice to the bidder, if the bidder becomes bankrupt or insolvent. In this event, termination will be without compensation to the bidder, provided that such termination will not prejudice or affect any right of action of remedy which has accrued or will accrue thereafter to J&K GRAMEEN BANK.

For Non-performance

J&K GRAMEEN BANK reserves its right to terminate the contract in the event the supplier repeatedly fails to maintain the service levels prescribed by J&K GRAMEEN BANK in scope of work of this RFQ.

11. LIQUIDATORY DAMAGES:

The selected bidder shall indemnify J&K GRAMEEN BANK and be liable for loss due to malfunctioning of the equipment or any software as maintained by them.

12. FORCE MAJEURE:

Notwithstanding the provisions of the RFQ, the successful bidder or J&K GRAMEEN BANK shall not be liable for penalty or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the bidder and not involving J&K GRAMEEN BANK or bidders fault or negligence and not foreseeable. Such events may include, but not restricted to wars, revolutions, epidemics, natural disasters etc.

If force majeure situation arises, the bidder shall promptly notify J&K GRAMEEN BANK in writing of such condition and cause thereof. Unless otherwise directed by J&K GRAMEEN BANK in writing, the bidder shall continue to perform its obligations under contract as far as possible.

13. RESOLUTION OF DISPUTES:

All disputes or differences between J&K GRAMEEN BANK and the bidder shall be settled amicably. If, However, the parties are not able to resolve them, the same shall be settled by arbitration in accordance with the applicable Indian Laws, and the award made in pursuance thereof shall be binding on the parties. Any appeal will be subject to the exclusive jurisdiction of courts at J&K State.

- a) J&K GRAMEEN BANK and the Supplier shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.
- b) If, the Bank and the Supplier have been unable to resolve amicably a Contract dispute even after a reasonably long period, either party may require that the dispute be referred for resolution to the formal mechanisms specified herein below. These mechanisms may include, but are not restricted to, conciliation mediated by a third party and/or adjudication in an agreed national forum.

The dispute resolution mechanism to be applied shall be as follows:

- c) In case of Dispute or difference arising between J&K GRAMEEN BANK and the Supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1997. The arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by J&K GRAMEEN BANK and the Supplier. The third Arbitrator shall be chosen by mutual discussion between J&K GRAMEEN BANK and the Supplier.
- d) Arbitration proceedings shall be held at J&K State, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English;
- e) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc., of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

14. APPLICABLE LAWS:

The Contract shall be interpreted in accordance with the laws of the Union of India read with local laws of the state of Jammu & Kashmir and the Bidder shall agree to submit to the courts under whose exclusive jurisdiction the Registered Office of J&K GRAMEEN BANK falls.

15. GOVERNING LAWS:

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India read with Local Laws of J&K State.

16. ADDRESS OF NOTICES:

Following shall be address of J&K GRAMEEN BANK and Bidder address for notice purpose:

Incharge, IT
J&K Grameen Bank,
Information Technology Department.
3rd Floor,
Head Office, Jammu
180006 Jammu (India)

Supplier's address for notice purpose:
(To be filled by supplier)

17. ANNEXURE A – COVERING LETTER FORMAT:

Offer Reference No.: _____

To:

General Manager,
J&K Grameen Bank,
Head Office, Narwal
Jammu (J&K)- 180 006

Tender Ref: xx/2017

Having examined the tender document including all Annexures the receipt of which is hereby duly Acknowledged, we, the undersigned, offer to AMC of Firewall Equipments installed at Data Centre, Noida and DR Mumbai in conformity with the said tender in accordance with the Schedule of Prices indicated in the commercial offer and made part of this offer.

If our offer is accepted, we undertake to offer the AMC of Firewall Equipments installed at Data Centre, Noida and DR Mumbai within 1 week from the date of Purchase Order as specified in terms and conditions.

We agree to abide by this offer till 180 days from the date of opening of the commercial offer by the Bank and our offer shall remain binding upon us and may be accepted by the Bank any time before the expiration of that period.

Until a formal contract is prepared and executed, this offer, together with the Bank's written acceptance thereof and the Bank's notification of award, shall constitute a binding contract between us.

We understand that the Bank is not bound to accept the lowest or any offer the Bank may receive without assigning any reason whatsoever.

Dated this _____ day of _____ 2017

Signature: _____

(in the Capacity of:) _____

Duly authorized to sign the offer for and on behalf of

Name:

Contact No:

Email id

18. ANNEXURE B – DETAILS OF VENDOR

Details filled in this form must be accompanied by sufficient documentary evidence, in order to facilitate the Bank to verify the correctness of the information.

SNO	ITEM	DETAILS
1	Name of the Company	
2	Postal Address	
3	Telephone / Mobile / Fax Numbers	
4	Constitution of Company	
5	Name & Designation of the Person Authorized to make commitments to the Bank	
6	Email Address	
7	Year of Commencement of Business	
8	Sales Tax Registration No	
9	Income Tax PAN No	
10	Service Tax Registration No(GST No.)	
11	Whether OEM or System Integrator	
12	Name & Address of OEM/s.	
13	Brief Description of after sales services facilities available with the vendor	
14	Office Address locations in J&K State	
15	Web Site address of the Company	

19. ANNEXURE C – MANUFACTURER'S AUTHORISATION FORM (MAF)

No. _____ dated _____

To
General Manager,
J&K Grameen Bank,
Head Office, Narwal
Jammu - 180006

Dear Sir,

Tender Reference No.....

We _____ who are established and reputed manufactures of _____ having factories at _____ and _____ do hereby authorize M/s _____ (Name and address of Agent/Dealer) to offer their quotation, negotiate and conclude the contract with you against the above tender.

We confirm that our Network business alone had a turnover exceeding Rs ---- Crore (Rupees ----- crores) per annum in last three financial years. (i.e. 2013-14, 2015-16 and 2016-17).

We hereby extend our full guarantee and warranty in respect of the product as per terms and conditions of the tender and the contract for the equipment and services offered against this tender by the above firm.

Yours faithfully,

(Name)

for and on behalf of

M/s _____

(Name of manufactures)

Note: This letter of authority should be on the letterhead of the manufacturer(s) and should be signed by a competent person representing the manufacturer.

20. ANNEXURE D -LOCATION:

Device Type	Location
FG 600C	Data Centre Noida- Sify Green Fort Building Sector 132 Noida Uttar Pradesh-201304
FG 600C	Disaster Recover Centre Mumbai- Reliance DAKC,Thane belapur road, Opposite Koperkhairane railway station Navi Mumbai 400709.

21. ANNEXURE E - BANK GUARANTEE:

Offer Reference No.: _____

To,

General Manager,
J&K Grameen Bank.
Head Office, Narwal,
Jammu, 180006 J&K (India)

WHEREAS..... (Company Name) registered under the Indian Companies Act 1956 and having its Registered Office atIndia (hereinafter referred to as "the VENDOR") proposes to tender and offer in response to RFQ Ref.No. JKGB/IT/AMC/NTRWK FWL/17-5030 for Empanelment of vendors for "RFQ for AMC contract of Firewall installed at Data Centre, Noida & DR Mumbai". (hereinafter called the "RFQ")

AND

WHEREAS, in terms of the conditions as stipulated in the TENDER, the VENDOR is required to furnish a Bank Guarantee in lieu of the Earnest Money Deposit (EMD), issued by a scheduled commercial bank in India in your favour to secure the order under Schedule 1 of the Tender in accordance with the Tender Document (which guarantee is hereinafter called as "BANK GUARANTEE") AND WHEREAS the VENDOR has approached us, for providing the BANK GUARANTEE.

AND WHEREAS at the request of the VENDOR and in consideration of the proposed TENDER to you, WE,..... .havingOffice at....., India have agreed to issue the BANK GUARANTEE.

THEREFORE, We,, through our local office at..... India furnish you the Bank GUARANTEE in manner hereinafter contained and agree with you as follows:

1. We....., 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 to the extent of Rs.....(Rupeesonly) an amount equivalent to the EMD 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 VENDOR of any of the terms and conditions contained in the Tender and in the event of the VENDOR

commits default or defaults in carrying out any of the work or discharging any obligation in relation thereto under the TENDER 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 VENDOR of their obligations in terms of the TENDER.

2. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the VENDOR has committed any such 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.

3. This Bank Guarantee shall continue and hold good until it is released by you on the application by the VENDOR after expiry of the relative guarantee period of the Tender and after the VENDOR had discharged all his obligations under the Tender and produced a certificate of due completion of work under the said Tender and submitted a “ No Demand Certificate “ provided always that the guarantee shall in no event remain in force after the day ofwithout 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. Should it be necessary to extend Bank Guarantee on account of any reason whatsoever, we undertake to extend the period of Bank Guarantee on your request under intimation to the VENDOR till such time as may be required by you. Your decision in this respect shall be final and binding on us.

5. You will have the fullest liberty without affecting Bank Guarantee from time to time to vary any of the terms and conditions of the Tender or extend the time of performance of

the Tender or to postpone any time or from time to time any of your rights or powers against the VENDOR and either to enforce or forbear to enforce any of the terms and conditions of the said Tender 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 VENDOR or any other forbearance, act or omission on your part or any indulgence by you to the VENDOR or by any variation or modification of the Tender 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 day of unless expressly agreed to by us in writing.

6. The Bank Guarantee shall not in any way be affected by your taking or giving up any securities from the VENDOR 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 VENDOR.

7. 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 VENDOR 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.

8. Subject to the maximum limit of our liability as aforesaid, Bank Guarantee will cover all your claim or claims against the VENDOR from time to time arising out of or in relation to the said Tender and in respect of which your claim in writing is lodged on us before expiry of Bank Guarantee.

9. 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.

10. 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

here before given to you by us (whether jointly with others or alone) and that Bank Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

11. The Bank Guarantee shall not be affected by any change in the constitution of the VENDOR 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.

12. 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.

13. 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 VENDOR.

14. Notwithstanding anything contained herein above;

i) our liability under this Guarantee shall not exceed Rs.....(Rupees.....only) ;

ii) this Bank Guarantee shall be valid up to and including the date ; and

iii) 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.

16. 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.

For and on behalf of
Branch Manager

Seal