

STATE BANK OF INDORE
IT SERVICES DEPT
HEAD OFFICE
5 YASHWANT NIWAS ROAD
INDORE 452 003

TENDER FOR SUPPLY & INSTALLATION OF COMPUTER HARDWARE/ SOFTWARE

TENDER NO: 001/2009

Sealed tenders are invited by the bank for supply and installation of computer hardware as per configuration detailed in Annexure-A.

This tender is restricted to the following vendors empanelled with the bank for supply of Computer hardware/software /peripherals:

1. M/S HCL Infosystems Ltd.
2. M/S WIPRO Ltd
3. M/S CMS Computers Ltd
4. M/S Zenith Computers Ltd
5. M/S Accel Frontline Ltd
6. M/S CMC Ltd.
7. M/S HP Sales India Pvt Ltd
8. M/s ACER India Pvt Ltd
9. M/s SPICE Ltd

QUOTES FROM VENDORS OTHER THAN THE ABOVE WILL NOT BE ACCEPTED.

2. The quantity of the item required is indicative only and the Bank reserves the right to increase/decrease the quantity to be supplied.

3. The prices quoted should be F.O.R. destination inclusive of all taxes, duties, levies, VAT, transport, transit insurance, loading-unloading etc. but excluding Entry Tax, and Octroi. Entry Tax, and Octroi wherever applicable will be paid by the vendor and the same will be reimbursed by the Bank based on actual expenses incurred. The rate should be firm till 31/08/2009.

4. All equipment would need to be under warranty for a period of one year from date of installation. The Bank would enter into an annual maintenance contract after expiry of the warranty period with the vendor provided it is satisfied with the services of the vendor during the warranty period. The post-warranty amount for comprehensive annual maintenance of the equipment for two years following the warranty period of one year would need to be mentioned in the Commercial bid. **The L1 vendor would be determined by adding to the quoted price the AMC cost for two years following the warranty period of 1 year.** During the warranty period of one year, ALL parts of the equipment developing defects are replaceable with new ones at no cost to the Bank. During the warranty and subsequent AMC period, the vendor would be required to maintain adequate spares/consumables locally to ensure prompt attendance to faults. The AMC would be payable half-yearly in arrears after satisfactory completion of service during the period.

5. The vendor must submit bids in two separate sealed envelopes marked "Technical Bid" and "Commercial Bid". Both these sealed envelopes should be inserted in a large envelope superscribed "Tender for Computer Hardware due on 01/06/2009" which should then be sealed. The Commercial Bids will only be opened in respect of vendors who have qualified in the Technical Bid as determined by the Technical Committee of the Bank whose decision in the matter shall be final and binding. The sealed envelope containing the sealed technical and sealed commercial bids should be delivered on or before 3 pm, 1st June 2009 at the following address:

The Deputy General Manager,
IT Services Dept.
State Bank of Indore
Head Office
5 Yashwant Niwas Road
Indore – 452 003

The Technical Bids received would be opened at 4 PM on 01/06/2009 in the presence of authorized representatives of the vendors. Vendors are accordingly advised to ensure that their representatives are present on the said date and time at the address where the Technical Bids are to be delivered. The opening of the technical bids, will, however, not be deferred on account of any or all the vendors' representatives not being present. No separate intimation regarding opening of technical bids would be sent to the vendors.

6. The vendor shall have to deposit with the Bank an amount, in the form of a Demand Draft/Banker's Cheque drawn on a scheduled bank favouring State Bank of Indore, an amount of Rs 10,000/- as Earnest Money **together with the Technical Bid**. Bids without Earnest Money would be rejected. The amount would be returned to vendors who are unsuccessful in the tender and will be returned to the L1 vendor after delivery/installation of the equipments within the delivery period. In case the vendor fails to deliver/install the equipments within the period specified in the order, the Bank may, at its discretion cancel the order and the earnest money deposit will stand forfeited without any prior notice to the vendor.

7. The Technical bids will be examined by the Technical Committee of the bank which may call for clarifications/ additional information from the vendors which must be furnished to the Technical Committee in the time stipulated by the Technical Committee failing which the bid is liable to be rejected. Vendors are required to quote for all items in the tender. The vendors short-listed by the Technical Committee will be informed by the Bank of the date and time of opening of the commercial bids. Commercial bids will be opened in presence of representatives of the technically qualifying vendors. The opening of the commercial bids, will, however, not be deferred on account of any or all the vendors' representatives not being present.

8. The Technical Bids must be submitted in the format provided in Annexure A failing which the bid is likely to be summarily rejected. The commercial bids must be submitted in the format provided in Annexure B

9. The vendor should be in a position to provide on-site maintenance services at the location where the items are supplied. **The servers for which this tender has been floated are required at Bhopal.**

10. Vendors are required to specify the make and model of the equipment quoted for. Technical literature/brochures regarding the products should invariably be provided with the technical bid. If these are not provided, the Technical Committee is likely to reject the tender of that vendor.

11. The vendor should give an undertaking that all equipments /components supplied would be brand new and not second-hand or refurbished.

12. The decision of the bank in regard to this tender shall be final and binding on all the bidders. All disputes or differences in connection with this tender shall be subject to the jurisdiction of the courts at Indore only.

13. After determination of L1 vendor in different categories, no escalation in prices will be entertained under any circumstances.

14. The equipment will have to be delivered and installed at the locations specified in the purchase order within 4 weeks of the date of the purchase order. In case of delay in supply and completion of the order, liquidated damages @ 0.5 % of the Contract value

per week or part thereof will be imposed on the vendor. The bank also reserves the right to cancel the order placed if delay is not acceptable to the Bank.

15.The Bank would pay 90% of the order amount after successful delivery and installation of the systems and the balance 10% on satisfactory execution of the terms of the contract, and performance of the equipment for a period of 12 months from the date of installation OR on submission of a one-year Bank Guarantee from a scheduled bank (other than a Bank of the State Bank Group) of equivalent amount by the vendor. The guarantee should be given in a format acceptable to the bank. In the event the equipment cannot be installed on account of the site not being ready, bank would pay 75% on delivery.

16.The Bank does not bind itself to accept the lowest quotation and reserves the right to reject any or all the quotations received, without assigning any reason therefore.

17.Any legal disputes arising would be settled within the jurisdiction of the courts at Indore.

18.Invoices and delivery challans should indicate the 'part numbers' of the various components such as Mother boards, RAM chips, hard disks, DAT Drives, SCSI controllers, Monitors etc.

19. Vendors may offer configurations exceeding the specifications given. No additional weightage, would, however, be given for this while evaluating the bids.

20. Each page of this tender form must be submitted duly stamped and signed on each page by the vendor by way of acceptance of all terms and conditions stipulated in the tender document.

21.Any clarifications sought regarding this tender may be obtained on the following phone nos: 0731-2539657, 0731-2433734, 94250-67020.

Start of Tender Date: 13/05/2009

End of Tender Date : 01/06/2009 upto 3.00 pm

The Deputy General Manager,
IT Services Dept.
State Bank of Indore
Head Office
5 Yashwant Niwas Road
Indore – 452 003

ANNEXURE – A TECHNICAL BID

Item 1: Rack-mountable Server Quantity Required = 3 (Three)

SR. NO.	COMPONENT	Bank's Specifications	Complied Y/N
1	OPERATING SYSTEM	NOT REQUIRED. Will be provided by Bank and vendor will be required to install and provide Operating System Support	
2	MAKE	(Pls. specify here)	
	MODEL	(Pls. specify here)	
3	Processor	2 x INTEL XEON QUAD CORE E5405 or Higher	
	Clock Speed	2.0 GHz	
	FSB	1333 MHz	
	L2 Cache	12 MB	
4	Mother Board	SERVER CLASS Mother Board	
5	Chipset	INTEL SERVER CLASS	
6	RAM	ECC DDR2 RAM 4 GB 667 Mhz (expandable upto 8 GB)	
7	HDD	2 X 146 GB Ultra 320 SCSI HDD (10 KRPM) / SFF SAS HOT PLUG HDD (10 KRPM) OR EQUIVALENT (Should have at least 8 hot plug bays)	
	Disk Make	SEAGATE, QUANTUM OR Model Certified for MS Windows	
	CONTROLLER	Integrated Ultra 320 SCSI Controller/ SAS Controller.	
8	DVD writer	8x: Model Certified for MS Windows	
9	ETHERNET	2 PCI Ethernet (10/100/1000 MBPS) EACH	
10	SERIAL PORTS	1	
11	USB PORTS	4 (In front of server)	
12	VGA PORT	1	
13	POWER SUPPLY	REDUNDANT POWER SUPPLY REQUIRED	
14	CERTIFICATION	Server should be certified for Windows 2003 R2 Enterprise Edition	
15	CHASSIS	RACK MOUNTABLE- 2 U	

Item 2: Rack-mountable Server Quantity Required = 2 (two)

COMPONENT	Bank's Specifications	Complied Y/N
OPERATING SYSTEM	NOT REQUIRED. Will be provided by Bank and vendor will be required to install and provide Operating System Support	
MAKE	(Pls. specify here)	
MODEL	(Pls. specify here)	
Processor	2 x INTEL XEON QUAD CORE E5405 or Higher	
Clock Speed	2.0 GHz	
FSB	1333 MHz	
L2 Cache	12 MB	
Mother Board	SERVER CLASS Mother Board	
Chipset	INTEL SERVER CLASS	
RAM	ECC DDR2 RAM 4 GB 667 Mhz (expandable upto 8 GB)	
HDD	4 X 146 GB Ultra 320 SCSI HDD (10 KRPM) / SFF SAS HOT PLUG HDD (10 KRPM) OR EQUIVALENT (Should have at least 8 hot plug bays)	
Disk Make	SEAGATE, QUANTUM OR Model Certified for MS Windows	
CONTROLLER	Integrated Ultra 320 SCSI Controller/ SAS Controller.	
DVD writer	8x: Model Certified for MS Windows	
ETHERNET	2 PCI Ethernet (10/100/1000 MBPS) EACH	
SERIAL PORTS	1	
USB PORTS	4 (In front of server)	
VGA PORT	1	
POWER SUPPLY	REDUNDANT POWER SUPPLY REQUIRED	
CERTIFICATION	Should be compatible with Red Hat Enterprise Linux 4 Operating System	
CHASSIS	RACK MOUNTABLE- 2 U	

Item: 3: RACK Quantity required : 1 (One)

Description	Complied Y/N
Rack should be made of metal and should be at least 42 U size and provided with lockable ventilated front door of tempered glass and ventilated lockable rear door. All accessories for mounting 5 rack servers above should be included. Should have top mounted fan tray with 2 ventilation fans and power strip with 8-12 outlets. Cable entry openings should be at Top and Bottom.	

Item :4 KVM Switch Quantity Required = 1 (One)

Description	Complied y/n
8 Port KVM switch of D-link make with 8 cables	

Item: 5 : Monitor, Keyboard, Mouse (One set only)

Description	Complied y/n
Monitor should be 17" TFT Colour Keyboard should be mechanical. Optical Mouse.	

Note: Operating systems for the servers would be procured separately by the Bank and provided to the vendor for installation. The vendor would be required to install the operating systems and provide maintenance support for them. In three servers (item No.1) Windows 2003 Server operating system would be installed and in two servers (Item 2) Red Hat Enterprise Linux 4 would be installed.

VENDORS ARE REQUIRED TO QUOTE FOR ALL 5 ITEMS

ANNEXURE – B COMMERCIAL BID:
(All amounts in whole Rupees)

Item	Cost (Rs)
a. Item 1: Three servers	
b. Item 2: Two servers	
c. Item 3: Rack with Accessories	
d. Item 4: KVM Switch	
e. Item 5: Monitor, Keyboard, Mouse	
TOTAL COST (A) = (a+b+c+d+e)	

Cost of Servers etc and Rack (A) (i.e cost of Item Nos 1, 2, 3,4 and 5)	Post-warranty 1 st Year AMC Amt in Rs (B)	Post Warranty 2 nd Year AMC Amt in Rs (C)	Cost for determining L1 (A+B+C)

Note: AMC amount to be quoted in Rupees (and not as percentage).

(Please ensure that this page is signed with seal).

DRAFT OF WARRANTY AGREEMENT

MADE THIS _____ the DAY OF _____ 200 BY AND BETWEEN

1. STATE BANK OF INDORE having its Head Office at 5, Y.N. Road Indore, (hereinafter referred to as 'The Bank' which expression shall include its successors and assigns)

AND

2. M/s.....having its Head Office at(hereinafter referred to as THE COMPANY which expression shall include its successors and assigns)

WHEREAS the Bank wishes to acquire computer systems , peripherals and softwares and services for its operations, and THE COMPANY agrees to provide computer systems, peripherals, softwares and enquired services as defined herein.

AND

WHEREAS pursuant thereto the Bank having issued a purchase order bearing reference number CPP/_____ dated _____ favouring THE COMPANY and THE COMPANY having accepted the said purchase order in its entirety.

Now it is agreed as follows:

1. COMMENCEMENT AND TERMS:

1. THIS WARRANTY SHALL SURVIVE INSPECTION OF, AND PAYMENT FOR AND ACCEPTANCE OF THE equipment, (but shall expire in respect of complaints of which THE COMPANY has been notified prior to such date) 1 year for computer systems and peripherals.

2. WARRANTY :

2.1 The company WARRANTS THAT THE EQUIPMENT supplied shall be brand new, free from all defects in fault and material, and manufacture and shall be of the highest grade and quality and consistent with the established and generally accepted standards for material of the type shall be in full conformity with the specifications, drawings and samples, if any, and shall operate properly. THE COMPANY shall be fully responsible for its efficient operation.

2.2 All of the terms, warranties and benefits granted by THE COMPANY herein are comparable to or better than the equivalent terms being offered by THE COMPANY to any of its present customers. If THE COMPANY shall, during the terms of this Agreement, enter into arrangements with any of its customers providing greater benefits or more favourable terms, this Agreement shall thereupon be deemed to provide the same to the Bank.

3. REPAIR AND MAINTENANCE SERVICE:

3.1 During the term of this Agreement, THE COMPANY agrees to maintain the Equipment in good working order and for this purpose will provide the following repair and maintenance services:

- i. The obligations expressed under the warranty expressed above shall include all costs relating to labour, spares, maintenance (preventive, unscheduled), and transport charges from site to manufacturer's works and back for repair/adjustment; or replacement at site of any part of the equipment which under the normal and proper use and maintenance proves defective in design, material or workmanship or fails to conform to the specifications given by the purchaser to THE COMPANY.

- ii. In cases where unserviceable parts of the EQUIPMENT need replacement THE COMPANY shall replace such parts, at no extra cost to the Bank, with brand new parts.
- iii. THE COMPANY shall further ensure that the EQUIPMENT is not down at any time for want of spare parts.
- iv. THE COMPANY shall provide repair and maintenance service, in response to oral, including telephone, notice by the Bank, within 2 hours.
- v. THE COMPANY shall ensure that faults and failures intimated by the Bank at above are set right within 2 hours of being reported.
- vi. THE COMPANY shall ensure that the full configuration of the EQUIPMENT is available to the Bank in proper working condition for 98% of the time in every month.
- vii. THE COMPANY shall ensure that the mean time between failures (including any malfunctioning, breakdown or faults) in the EQUIPMENT or any part thereof is not less than 2000 hours.
- viii. All engineering changes generally adopted hereafter by THE COMPANY for equipment similar to that covered by this Agreement, shall be made to the EQUIPMENT at no cost to the Bank.
- ix. All repair and maintenance service described herein shall be performed by qualified maintenance engineers totally familiar with the EQUIPMENT.
- x. THE COMPANY shall maintain at the Bank's site, a written maintenance and repair log; and shall record therein each incident of EQUIPMENT malfunction, date and time of commencement and successful completion of repair work and nature of repair work performed on the EQUIPMENT together with a description of the cause for work, either by description of the malfunction or as regularly scheduled Preventive Maintenance. The Bank shall use the same log for recording the nature of faults and failures observed in the EQUIPMENT, the date and time of their occurrence and the date and time of their communication to THE COMPANY.

3.2 THE EQUIPMENT shall not be shifted to an alternate site and installed thereat during the currency of this Agreement without prior written notice to THE COMPANY. However, if the Bank desires to shift the EQUIPMENT to a new site and install it thereat urgently. THE COMPANY shall be informed of the same immediately. THE COMPANY shall provide necessary assistance to the Bank in doing so. The warranty, after such shifting and re-installation, would continue to be binding on THE COMPANY and the Bank.

3.3 If in any month, THE COMPANY does not fulfill the provision of clauses 3.1 (iii), (iv), (v) and (vi) THE COMPANY shall reimburse to the Bank, such sums of money as demanded by the Bank as per the terms laid down in the purchase order.

4. SUBCONTRACTING:

4.1 THE COMPANY WILL NOT SUBCONTRACT OR PERMIT ANYONE OTHER THAN THE COMPANY'S QUALIFIED PERSONNEL TO PERFORM ANY OF THE WORK, SERVICES OR OTHER PERFORMANCE REQUIRED OF THE COMPANY UNDER THIS AGREEMENT WITHOUT THE PRIOR WRITTEN CONSENT OF THE BANK.

5. EQUIPMENT ATTACHMENT:

5.1 The Bank shall have the right to more changes and attachments to the equipment, provided such changes or attachments do not prevent proper maintenance from being performed, or unreasonably increase THE COMPANY cost of performing repair and maintenance service.

6. SECURITY:

6.1 THE COMPANY agree that it and its personnel will at all times comply with all security regulations in effect from time to time at the Bank's premises and externally for materials belonging to the Bank.

7. CONFIDENTIALITY:

7.1 THE COMPANY ACKNOWLEDGES THAT ALL MATERIAL AND INFORMATION WHICH HAS OR WILL COME INTO ITS POSSESSION OR KNOWLEDGE IN CONNECTION WITH THIS agreement or the performance hereof, consists of confidential and proprietary data, whose disclosure to or use by third parties will be damaging or cause loss to the Bank. THE COMPANY agrees to hold such material and information in strictest confidence, not to make use thereof other than for the performance of this Agreement to release it only to employees requiring such information, and not to release or disclose it to any other party. THE COMPANY agrees to take appropriate action with respect to its employees to ensure that the obligations of non-use and non-disclosure of confidential information under this Agreement can be fully satisfied.

8. LIABILITY AND INDEMNITIES :

8.1 THE COMPANY represents and warrants that the repair and maintenance service/products hereby sold do not violate or infringe upon and patent; copyright, trade secret, or other property right of any other person or other entity. THE COMPANY agrees that it will, and hereby does, indemnify the Bank from any claim, directly or indirectly resulting from or arising out of any breach or claimed breach of this warranty.

9. GENERAL :

9.1 No amendment to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of both parties.

9.2 Each party warrants and guarantees that it has full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each has been properly authorized and empowered to enter into this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

9.3 Words importing the singular include the plural and vice versa.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE ABOVE MENTIONED DATE.

Seal of the company affixed in presence of
Shri _____
(The Company's authorized representative)
and signed by the duly authorized representative,
Shri _____ Designation _____.
_____.

The Bank by its representative
Shri _____
State Bank of Indore,
INDORE.

FORMAT OF GUARANTEE**ANNEXURE-D**

STATE BANK OF INDORE
HEAD OFFICE,
5, Y.N. ROAD, INDORE

Guarantee No. _____
Amount of Guarantee Rs. _____
Guarantee Cover from _____ to _____
Last Date for lodgement of claim: _____

This Deed of Guarantee made at _____ on _____ this _____ day of _____ by and between _____ a body corporate constituted under the Banking Companies (Acquisition & Transfer of undertaking), Act 1970 and having its Head Office at _____ and amongst others in India a branch at _____ (hereinafter referred to as "THE GUARANTOR" which expression shall include wherever the context so permits its successors and assigns) of the ONE PART and State Bank of Indore, a body corporate constituted under State Bank of India (Subsidiary Banks Act, 1959 having its Head Office 5, Y.N. Road, Indore, MP. (Hereinafter referred to as "THE PURCHASER" WHICH EXPRESSION SHALL INCLUDE WHEREVER THE CONTEXT PERMITS ITS SUCCESSORS AND ASSIGNS OF THE other part.

WHEREAS

The Purchaser in pursuance of its scheme for mechanization of its branches offices is desirous of procuring and installing various configurations of the hardware and attendant peripherals, spares and other components in certain identified branches located throughout India.

The Purchaser has accordingly placed a Purchase Order to/ in favour of M/s _____ a company incorporated and registered under the Companies Act, 1956 and having its Regd. Office at _____ (hereinafter referred to as "THE VENDOR" which expression include wherever the context so permits its successors and assigns) hardware mentioned in the purchase order no. _____ dated _____ (all these purchase orders are hereinafter referred to for brevity's sake as "THE SAID ORDERS", which shall mean all of them or any one of them or some of them) for supplying, installing and commissioning of computer systems, equipments mentioned therein.

The vendor has duly accepted the said orders from the purchaser agreeing thereby supplying, installing and commissioning of computer systems equipments in accordance with the specifications more particularly described in the said orders for installation at respective sites and on the various terms and conditions mentioned in the said orders.

The vendor has carried out the Acceptance test in respect of the hardware, equipments (which is hereinafter referred to as "THE SAID EQUIPMENT") installed by the Vendor at site of the purchaser.

In terms of the said orders one of the conditions is that upon successful completion of the Acceptance Test and issue of certificate from/by the purchaser of each such hardware, equipments in accordance with the provisions of the clause of the said orders, 10% of the total price in respect of the respective hardware, equipments shall be retained by the purchaser until or up to the expiry of 15 months from the date of successful implementation/acceptance of the computer systems and equipments and its continued satisfactory performance.

The vendor has requested the Bank to release the said retention money of 10% the total price amount which the purchaser has agreed subject to the vendor furnishing a Bank Guarantee in the form acceptable to the purchaser from a scheduled Bank guaranteeing the satisfactory execution and performance of the terms and conditions of the said orders and performance of respective hardware and equipments as mentioned in the said orders with a specific stipulation that in the event of failure on the part of the vendor to working of the computer systems and equipments for the stipulated period, the Guarantor shall make good to the purchaser all the losses, damages and other expenses incurred or suffered by the purchaser equipments valid for the period of 15 months from the date of this equipments valid for the period of 15 months from the date of this guarantee (including 3 months claim period).

The Guarantor has requested the purchaser to pay to the vendor the final balance of 10% the total price for the said equipments in terms of the said orders and in consideration of the purchaser having agreed to do so, the Guarantor have agreed to execute the performance guarantee, being these presents in the manner and on the terms and condition hereinafter appearing.

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS

- (i) In consideration of the purchaser having at the request of the vendor and also it the guarantor's request agreed to pay to the vendor the said sum of Rs _____ being the balance 10% of the total price of the said Equipment, we, _____ the Guarantor hereinabove named hereby unconditionally and irrevocably guarantee and undertake that the vendor shall satisfactorily execute the terms of the said orders and further ensure satisfactory performance of the hardware supplied, installed and commissioned for a period of 1 years from the date of formal acceptance by the purchaser of the said equipment is laid down in the said orders and in the event of unsatisfactory performance or non-performance of the said equipment (contrary to the conditions stipulated in the said orders), the Guarantor hereinabove named shall merely on demand by the purchaser and without any protest or demur and without any recourse to the Vendor and notwithstanding any contestation or existence of any dispute whatsoever between the Vendor and the Purchaser, pay to the Purchaser at _____ forthwith any such amount mentioned in the aforesaid demand but not exceeding a sum among mentioned in the aforesaid demand but not exceeding a sum of Rs _____ (Rupees _____) together with interest, costs, charges and expenses if any as may then be due to the purchaser and shall indemnify and keep indemnified the purchaser against all losses of the said equipments, together with interest, costs, charges and expenses whatsoever which the purchaser may or might have incurred or suffered by reasons of default on the part of the vendor.

(2) WE _____ BANK, HEREBY FURTHER AGREE AND DECLARE THAT:

(a) Any neglect or forbearance on the part of the Purchaser to the Vendor or any indulgence of any kind shown by the Purchaser or any change in the terms and conditions of the said orders or any agreement mutually agreed between the Vendor and the Purchaser shall not in any way release or discharge the Guarantor from its liabilities under this guarantee which under the law relating sureties would but for this provision have the effect of so releasing the Guarantor.

(b) It shall not be necessary for the Purchaser to proceed first against the Vendor prior to proceeding against the Guarantor and the Guarantee herein contained shall be distinct and independent and shall be enforceable against the Guarantor notwithstanding any other guarantee or security now or hereinafter may be held by the purchaser at its discretion, shall at the time when proceedings are taken against the Guarantor this Guarantee be outstanding and/or not enforced and/or remain unrealised.

(c) This guarantee shall not be affected by any infirmity or absence or irregularity in the exercise of the guaranteeing powers by or on behalf of Guarantor to execute this Guarantee or by merger to amalgamation or any change in the constitution or name of the Guarantor.

(3) WE THE SAID BANK, HEREBY ALSO FURTHER AGREE AND DECLARE THAT :

(a) Though as between the Vendor and the Guarantor the Guarantor is surety only, the Guarantor agrees that as between the Purchaser and the Guarantor, the Purchaser is entitled to act as if the Guarantors and principal debtors to the Purchaser for all payments guaranteed by them as aforesaid to the Purchaser.

(b) This guarantee is a continuing guarantee during the validity period and is valid for a period of 15 months including 3 months claim period from the date of acceptance, i.e. _____. The Guarantor hereby expressly undertakes not to revoke this guarantee during its validity period except with the written previous consent of the purchaser.

(c) This guarantee shall not be affected by the change in the constitution of the Vendor or the Purchaser and shall be discharged only on the Purchaser being satisfied about the performance of the said equipment by fulfilling the criterion as to the uptime performance of the said equipment as laid down in the said orders or by payment by the Guarantor of the sum guaranteed hereunder to the purchaser as the case may be.

(d) In the event of the Vendor being wound up, the Purchaser will be entitled to proceed against the properties of the Vendor in respect of the Vendor's whole indebtedness to the Purchaser without any right on the part of the Guarantor to stand in the Purchaser's place in respect of or to claim the benefits of any compensation for payment or for any security held by the Purchaser until the Purchaser has received the full amount under this guarantee against the Vendor.

(e) This guarantee shall be in addition to and not in substitution of/for any other guarantee or security for the vendor given or to be given to purchaser in respect of the said equipments.

(f) The Purchaser shall be the sole judge as to whether the vendor has committed any breach or breaches of the terms and conditions of the said orders and/or as to the amounts of loss, damage, costs, charges and expenses caused to or suffered or that may be caused to or suffered by the Purchaser and the decision of the Purchaser as to the same shall be final and binding on the Guarantor and the very demand/claims of the Purchaser in this behalf shall be proof of such decision of the Purchaser.

(4) This is also a condition of this guarantee that the Vendor shall not exercise any unpaid Vendor's lien or claim or any other form of charge or security on or in respect of the said computer equipments supplied, installed and commissioned at the respective sites of the Purchaser as mentioned in the said orders.

(5) Any notice/communication from the purchaser to the effect that there has been failure of the said equipment to perform and satisfy the criterion as to uptime performance of the said equipment laid down in the said orders shall be conclusive, final and binding on the Guarantor and shall not be questioned by the Guarantor in or outside any Court, Tribunal, Authority or Arbitration as the case may be. Any notice/communication by way of request and demand or otherwise hereunder may be sent by registered A.D. post or any other mode of communication to the Guarantor addressed as aforesaid. If sent by registered A. it shall be deemed to have been given at the time when it would have been delivered in due course of Regd. A.D. post and in providing such notice when given by Regd. A.D. post it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of purchaser that the envelope shall be conclusive.

Notwithstanding anything contains herein :-

(i) Our liability under this Bank Guarantee shall not exceed
Rs _____ (Rupees _____)

(ii) This Bank Guarantee shall be valid up to _____ and _____

(ii) We are liable to pay the guaranteed amount or any part under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____

IN WITNESS WHEREOF, The Guarantor has caused the presents executed at the place and on the date, month and year first hereinabove written.

THE SEALED AND DELIVERED
BY

The Guarantor hereinabove named by its duly constituted attorney/ies.