

ANNEXURES

1) Annexure-I: Covering letter

To,
The Executive Director (IT/BPR),
Life Insurance Corporation of India
Central Office, IT Dept,
2nd Floor, Jeevan Seva Annexe, S.V. Road,
Santacruz (West), Mumbai 400 054

Sir,

LIC's RFP Ref.No: **CO/IT-BPR/FW/RFP/2016-17/02 Dated 27th February 2017**

Reg.: Internet Leased Link with DDoS Protection and Internet Leased Link without DDoS Protection

Having examined the RFP document, terms and conditions including all Annexures the receipt of which is hereby duly acknowledged we, the undersigned, offer to supply, deliver, install, maintain, manage link, equipments / devices / appliances, in conformity with the said RFP documents in accordance with the schedule of prices attached in the commercial bid and made part of this tender.

We hereby agree and accept all the clauses/terms and conditions mentioned in the RFP document 27th February 2017 and also subsequent modifications dated _____ 2017.

We understand that,

- 1) LIC is not bound to accept the lowest or any bid received, and may reject all or any bid.
- 2) If our Bid for this RFP/tender is accepted, we undertake to enter into and execute at our cost, when called upon by LIC to do so, a contract in the prescribed form. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.
- 3) If our bid is accepted, we are to be jointly and severally responsible for the due performance of the contract.
- 4) If we fail to accept the L1 price arrived at on the basis of commercial bid and/or reverse auction (despite having accepted the terms and condition for the same in our bid document), LIC has full rights to forfeit the earnest money deposit (EMD) of Rs.10,00,000 (Rupees Ten Lakhs) submitted to LIC by us after the bidding process is complete. LIC shall reserve the right for not informing us/seeking our permission before doing so.

Dated at _____ this _____ day of _____ 2017

Thanking you,

Yours faithfully

**Authorised Signatory,
For _____(Company name)**

2) Revised - Annexure-II: Company profile and other information

To,

The Executive Director (IT/BPR),
Life Insurance Corporation of India
Central Office, IT Dept, 2nd Floor,
Jeevan Seva Annexe, S.V. Road,
Santacruz (West), Mumbai 400 054

Application form for the Eligibility of the bidder

Ref. : CO/IT-BPR/FW/RFP/2016-17/02 dated : 27th February 2017

Reg : Internet Leased Link with DDoS Protection and Internet Leased Link without DDoS Protection

A. Company Details :-

Name of the company:	
Type of the Company [Govt/PSU/Pub.Ltd/Pvt Ltd/JV etc .]	
Address of Corporate Office (HQ)	
Sales Tax registration number and date of registration	
VAT registration number and date of registration	
Service Tax registration No. and date of registration	
Year of Incorporation of the company	
Turnover and of the Company	Turnover (Rupees Crore up to 3 decimals)
Financial Years : 2013-2014	
2014-2015	
2015-2016	
Address for communication :	
Official Web Site (URL) :	
Contact persons details :	<u>First Person:</u>
▪ Name:	
▪ Designation:	
▪ Phone (O):	
▪ Fax (O):	
▪ Cell No.:	
▪ E-mail ID:	

▪ Name: ▪ Designation: ▪ Phone (O): ▪ Fax (O): ▪ Cell No.: ▪ E-mail ID:	<u>Second Person:</u>
Any other relevant information bidder would like to submit, which is not covered in the above points :	

B. Details of the EMD (Demand Draft and Bank Guarantee) :-

Description	Rs 2,00,000/- towards EMD
Demand Draft No. and Date:	
Name and address of the Bank :	

Description	Rs 8,00,000/- towards balance EMD
Bank Guarantee details :	
Name and address of the Bank :	

C. Eligibility information/Compliance :-

Sr. No.	Bid condition / Description	Complied (Yes/No)
1	a) The bidder should be a registered entity in India. or b) A company/statutory body owned by Central/State Govt.	
2	The bidder must be a Tier – I provider and Category-A (class-A)/UASL license holder from DoT, Government of India.	
3	The bidder should produce the validity of TRAI license with documentary proof and or DOT license to operate International gateways.	
4	The bidder should be a Telecom Service Provider and should have a valid Indian Government License to provide National Long Distance services in India.	
5	The ISP should have its own International Internet Gateway (not applicable to Government bodies)	
6	The bidder should be a member of National Internet Exchange of India (NIXI) and shall be peering (IPv4 and IPv6) with NIXI.	
7	The bidder Must possess certification such as TL 9000/ISO 27001 or similar certification.	
8	The ISP should have successfully commissioned a minimum of one 100 Mbps and above Premium Internet Links during the last 3 years to at least one large reputed Financial Institutions / Central Govt. Organization within India.	
9	The ISP should have successfully commissioned DDoS mitigation solution, during the last 2 years for at least one large reputed Financial Institutions / Central Govt. Organization within India.	
10	The bidder should have registered an average turnover of Rs.10 crores or above during the last three financial years.	
11	The ISP should have its own full-fledged office and Technical support center / NOC in India	

12	Client references of customers for whom the Bidder has executed DDoS mitigation solution, (Start and End Date of the Project to be mentioned) in the past two years, and which will be running as on the date of submission of the bid. Contact details (email/landline/mobile) will have to be provided by successful bidder.	
13	Bidder must have Disaster Recovery (DR) arrangement & support infrastructure for the SOC and BCP in place.	
14	The bidder should not have been blacklisted / debarred for Corrupt and fraudulent practices by Govt. organizations.	

(Note : Any wrong or incorrect information or suppression of facts will lead to disqualification.)

I certify that the above mentioned information and the relevant annexure and enclosures are true and correct.

SIGNATURE

Authorised Signatory

Name:
Designation:
Mobile No. :
E-mail ID :
FAX No.

Date :
Place:

Official Seal of the company

3) Annexure – III: Self Declarations

Tender Reference No: CO/IT-BPR/FW/RFP/2016-17/02 dated : 27th February 2017.

Reg : Internet Leased Link with DDoS Protection and Internet Leased Link without DDoS Protection.

To,

The Executive Director (IT/BPR),
Life Insurance Corporation of India
Central Office, IT Dept, 2nd Floor,
Jeevan Seva Annexe, S.V. Road,
Santacruz (West), Mumbai 400 054

Dear Sir,

We hereby declare and confirm that:

- 1) We have our own International Internet Gateway.
- 2) We have the proven capability to perform the entire scope of the assignment.
- 3) We shall ensure that all our necessary licenses remain in force for the entire duration of the contract.

SIGNATURE

Authorised Signatory

Name:
Designation:
Mobile No. :
E-mail ID :
FAX No.

Date :
Place:

Official Seal of the company

4) Annexure-IV: Declaration regarding non-Blacklisting

Tender Reference No: CO/IT-BPR/FW/RFP/2016-17/02 Dated 27th February 2017

Reg : Internet Leased Link with DDoS Protection and Internet Leased Link without DDoS Protection.

To,

The Executive Director (IT/BPR),
Life Insurance Corporation of India
Central Office, IT Dept, 2nd Floor,
Jeevan Seva Annexe, S.V. Road,
Santacruz (West), Mumbai 400 054

This has reference to the LIC's Tender Reference No: **CO/IT-BPR/FW/RFP/2016-17/02 Dated 27th February 2017**, for Procurement of Internet Leased Link with DDoS Protection and Internet Leased Link without DDoS Protection at LIC Vile Parle Data Centre. We _____ (name and address of the bidder) hereby confirm that we have not been black-listed/de-barred by any Govt./ PSU/ BFSI organization/ Government Departments in India, including LIC, as on date of submission of the bid. Also, there has been no occasion of disassociation with any of our customers in India on account of delayed/defaulted deliveries or services during last three years.

SIGNATURE

Name:

Designation:

Authorised Signatory

Date : _____ ' 2017

Place:

Company Seal

5) **Revised Annexure-V: Bidder's Experience on ILL and DDoS projects**

Tender Reference No: CO/IT-BPR/FW/RFP/2016-17/02 Dated 27th February 2017

Reg : Internet Leased Link with DDoS Protection and Internet Leased Link without DDoS Protection

ILL and DDoS Related Projects

A. Information of the ILL with DDoS solution projects undertaken:

Financial year (based on Purchase order)	Name of the client for whom projects undertaken	Project details	OEMs	Name, designation and contact details of representing the client for the purpose of reference	Order Value in Crore

B. Information of the ILL projects undertaken:

Financial year (based on Purchase order)	Name of the client for whom projects undertaken	Project details	Name, designation and contact details of representing the client for the purpose of reference	Order Value in Crore

I certify that the above mentioned information and the relevant Annexures and enclosures are true and correct. *(Please attach documentary evidence like PO copy, certificate from the customers etc.)*

Authorised Signatory

Name:
Designation:
Mobile No. :
E-mail ID :
FAX No.

Date :
Place:

Official Seal of the company

6) Annexure-VI: Bank Guarantee Format for E.M.D.

This Deed of Guarantee executed by the _____ (Bank name) a Scheduled bank within the meaning of the Reserve bank of India Act and carrying out banking business including guarantee business at Mumbai and other places having its head office at _____ (hereinafter referred to as “the Bank”) in favour of Life Insurance Corporation of India, formed under section III of the LIC Act, 1956 (hereinafter referred to as “the Corporation”) having its Information Technology Dept. of Central Office at the 2nd floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai 400 054, for an amount not exceeding Rs.8,00,000/- (Rupees Eight Lakhs only) at the request of (Vendor Name & Address) _____ (hereinafter referred to as the “Vendor”).

This Guarantee is issued subject to the condition that the liability of the bank under this Guarantee is limited to a maximum of Rs. 8,00,000/- (Rupees Eight Lakhs only) and the Guarantee shall remain in force up to _____ date (valid for a period of _____) and cannot be invoked, otherwise than by a written demand or claim under this guarantee served on the bank on or before _____ (Date) by the Corporation.

Whereas _____ (Vendors name) having its head office at _____ (address), is participating in the RFP Ref. No. **CO/IT-BPR/FW/RFP/2016-17/02 dated: 27th February 2017** for “Internet Leased Link with DDoS Protection and Internet Leased Link without DDoS Protection” and subsequent modifications issued on _____.

And whereas the bank _____ (name and address) has agreed to give on behalf of the vendor a Guarantee towards Earnest Money Deposit (EMD).

Therefore, we hereby affirm that we Guarantee and are responsible to you on behalf of the Vendor, up to a total amount of Rs.8,00,000/- (Rupees Eight Lakhs only) and we undertake to pay you, upon your first written demand declaring the Vendor to be in default as per the terms and conditions of the RFP Ref. No. **CO/IT-BPR/FW/RFP/2016-17/02 dated: 27th February 2017** for “Internet Leased Link with DDoS Protection and Internet Leased Link without DDoS Protection ” and without cavil or argument, any sum or sums as specified by you within the limit of Rs. 8,00,000/-. (Rupees Eight Lakhs only) as aforesaid, without your need to prove or to show grounds or reasons for your demand of the sum specified therein. This Guarantee shall not be affected by any change in the Constitution of the bank.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

1. The bank hereby covenants and declares that the guarantee hereby given is an irrevocable one and shall not be revoked by a Notice or otherwise.
2. Our liability under this guarantee is restricted to a sum of Rs. 8,00,000/- (Rupees Eight Lakhs only).
3. The bank Guarantee will be valid for a period up to _____. (Note : Validity of **BG should be one year** from the date of submission of BG to the Corporation, including the claim period).
4. A written claim or demand for payment under this bank Guarantee is the only condition precedent for payment of part/ full sum under the guarantee to the Corporation.
5. The corporation need not prove or show grounds or reasons for the demand of a part or the full amount of guarantee.

DATED AT THIS DAY OF 2017

SEALED & SIGNED BY BANK

7) **Annexure-VII: Format for Non-Disclosure Agreement.**

To be executed over Rs.250 Stamp/Franked paper & notarized: (No deviations in wordings permitted)

Non-disclosure Agreement (NDA)

This Non-disclosure Agreement ("NDA") is made and entered into this ___ day of _____ in the year Two Thousand and Seventeen (2017)

BY AND BETWEEN

Life Insurance Corporation of India, with registered office at Central Office, 'Yogakshema', J B Marg, Mumbai 400 021, hereinafter referred to as "LIC"

AND

<Company Name> a company incorporated under the laws of Indian Companies Act, 1956 and having its principal place of business at

< Company Name & Address> shall be referred to herein as a "Respondent".

LIC and the Respondent shall individually be referred to as "Party" and collectively referred to as "Parties".

WHEREAS, the Respondent is aware that while responding to LIC's Request For Proposal (RFP) "Internet Leased Link with DDoS Protection and Internet Leased Link without DDoS Protection" **Ref: CO/IT-BPR/FW/RFP/2016-17/02 dated : 27th February 2017**, the Respondent may be gathering information on LIC's Business/ Operations, certain proprietary information such as Technically and commercially detailed information regarding the respective products & service offerings, Organization, decision processes, technical infrastructure, working processes and delegation of responsibilities, project management and planning methods, reports, plans and status including but not limited to technical manuals, specifications, product features, customer list, specializations, documents, financial statements and business/development plans etc., ("Proprietary Information") indicated as confidential by LIC and made available to the Respondent while responding to the RFP, is privileged and strictly confidential to and / or proprietary of LIC.

WHEREAS, Respondent agrees to receive the Proprietary Information or other information from LIC and treat all such information as confidential information and to safeguard LIC's confidential information, property, information systems, network, databases and other data.

NOW, THEREFORE, in consideration of the recitals set forth above and the covenants set forth herein, the Respondent agrees that:

Respondent agrees to hold all Confidential Information received from LIC in confidence. Respondent will use such Confidential Information only for the purpose of developing the Response to the said RFP; restrict disclosure of such Confidential Information to its employees and employees of its affiliated or partner companies with a need to know and inform such employees of the obligations assumed herein. Respondent will not disclose such Confidential Information to any third party without the prior written approval of LIC.

The Confidential Information means information which may be in any form including but not limited to oral, written or printed information or Information in electronic form, data, studies, consultants reports, trade secrets, proformas and other financial and trade/commercial information, computer models and programs, contracts, plant designs and configurations, plant performance data or other material of any kind or nature in whatever form. It may be noted that all the information shared as a part of said RFP in the form of project documents, discussions on system architecture, data shared for the sole purpose of evaluating and finalizing the system configurations onsite shall be the sole property of LIC and shall be treated with the same degree of confidentiality as that of the respondent. Respondent will ensure that no breach of confidentiality occurs at its own premises as well as during and after the onsite engagement as a part of this project engagement.

Without the prior written consent of LIC or except as otherwise provided herein, the Respondent will not:

- distribute or disclose to any other person any of the Confidential Information;
- permit any other person to have access to the Confidential Information;
- use the Confidential Information for any purpose other than the Permitted Use ; or disclose to any other person
- That discussions, investigations or negotiations are taking place concerning a possible transaction between the Parties, or the terms, conditions, status or other facts regarding a possible transaction between the Parties, or that Respondent has received Confidential Information from LIC. Notwithstanding the above, Respondent may disclose the Confidential Information, and portions thereof to its directors, officers, employees and representatives of its advisors (collectively, "Representatives") who need to know such Confidential Information for the purpose of evaluating a possible transaction between the Parties. It is understood that the Respondent will inform their respective Representatives of the confidential nature of the Confidential Information and will require its

Representatives to be bound by this Agreement and not to disclose the Confidential Information to any other person.

Without the written consent of LIC the Respondent or any of his employees and consortium partners should not make public announcements/comments on any website/or issues any media statements about the existence of this engagement and scope. The Respondent agrees to be responsible for any breach of this Agreement by its Representatives.

Respondent agrees to protect the Confidential Information received from LIC with the same degree of care as it normally exercises to protect its own proprietary information of a similar nature. Respondent agrees to promptly inform LIC of any unauthorised disclosure of LIC's Confidential Information.

The Respondent shall ensure that in no case its employees or representative uses any USB or connectivity device in the hardware systems of LIC without the permission from LIC.

The Respondent shall ensure that their employees will not disclose any information of LIC during their employment and even after they cease to be the employees of the Respondent. The Respondent shall ensure this by its own internal agreements.

Confidential Information does not include information that Respondent can reasonably prove, falls within any of the following:

- information that either is legally in either party's possession or publicly available to either party prior to the disclosure of such information hereunder;
- information that, subsequent to its disclosure hereunder, becomes publicly available to either party without any violation of this Agreement by either party;
- information that becomes legally available to either party on a non-confidential basis from any third party, the disclosure of which to either party does not, to either party's knowledge, violate any contractual or legal obligation such third party has to either party with respect to such information ;
- Information that is independently acquired or developed by either party which can be evidenced by written records; or information that is explicitly approved for release by written authorization of LIC.

In the event that Respondent is required by law in any judicial or governmental proceeding to disclose any Confidential Information, the Respondent will give LIC prompt written notice of such request so that LIC may seek a protective order or appropriate remedy. If, in the absence of a protective order, Respondent determines, upon the advice of counsel, that it is required to disclose such Confidential Information, it may disclose such Confidential Information only to the extent compelled to do so; provided, however, that the Respondent gives LIC written notice of the portion of Confidential Information to be disclosed as far in advance of the disclosure as is practicable and uses its best efforts, at its own expense, to obtain assurances that confidential treatment will be accorded to such Confidential Information.

No license expressed or implied in the Confidential Information is granted to Respondent other than to use the information in the manner as is permitted in RFP or by LIC.

Respondent agree that Confidential Information is and shall at all times remain the property of LIC. Respondent acknowledge that the Confidential Information is confidential and material to the interests, business and affairs of LIC and that the disclosure thereof (other than as permitted under this Agreement) would be detrimental to the interests, business and affairs of LIC. No use of such Confidential Information is permitted except as otherwise provided herein and no grant under any of the party's intellectual property rights is hereby given or intended, including any license (implied or otherwise). All information shall remain the property of LIC and shall be returned upon written request or upon the Respondent's determination that it no longer has a need for such information.

No license to the Respondent, under any trade secret or any other intellectual property right, is either granted or implied by the disclosure of information to the Respondent. None of the information which may be disclosed or exchanged by LIC shall constitute any representation, warranty, assurance, guarantee, or inducement by Respondent to LIC of any kind, and in particular, with respect to the non-infringement of trademarks, patents, copyrights, mask work rights, or any other intellectual property rights, or other rights of third persons or of LIC.

There are no warranties expressed or implied by this Agreement. Without limiting the foregoing, neither LIC makes any representations nor extend any warranties, express or implied, as to the adequacy or accuracy of Confidential Proprietary Information or any other information or data related thereto, or with respect to the use thereof by Respondent.

Neither this NDA nor the disclosure or receipt of information from LIC to the Respondent, shall constitute or imply any promise or intention to pursue any business opportunity described in the Confidential Information or make any purchase of products or services by LIC or its affiliated companies or any commitment by LIC or its affiliated companies with respect to the present or future transaction between the parties.

Respondent shall not modify or erase the logos, trademarks etc., of LIC or any third party present on the Confidential Information. The Respondent shall not use or display the logos, trademarks etc., of LIC in any advertisement, press etc., without the prior written consent of LIC.

Upon the request of LIC, the Respondent, will within 7 days of receipt of such request, return or destroy all Confidential Information and any notes, correspondence, analyses, documents or other records containing Confidential Information, including all copies thereof, then in the possession of Respondent or its Representatives and shall certify the fact of having destroyed the Confidential Information in writing to LIC. Such return, however, does not abrogate the continuing obligations of Respondent under this Agreement.

Respondent agree and acknowledge that monetary damages would not be a sufficient remedy for a breach of this Agreement and that LIC shall be entitled to specific performance or any other injunctive relief as a remedy in equity for any such breach of this Agreement. Any remedy shall not be deemed to be exclusive or all-inclusive and shall be in addition to any and all other remedies which may be available to LIC in law or equity.

Confidential Information provided to the Respondent does not and is not intended to represent an inducement by LIC or a commitment by LIC to enter into any business relationship with the Respondent or with any other entity. If the parties desire to pursue business opportunities, the parties will execute a separate written agreement to govern such business relationship.

The Respondent agree that during the existence of the term of this NDA and for a period of one year thereafter, the respondent shall not solicit directly or indirectly the employees of LIC posted at/for Central Office-IT (Mumbai, Pune and COSP centers) and Information-Technology department of Zonal offices.

Respondent agree that all of its obligations undertaken herein as the Respondent shall survive and continue for the period of the existence of this NDA and a period of three years thereafter regardless of any prior termination of this NDA.

This NDA constitutes the entire understanding between the Parties hereto as to the information and merges all prior discussions between them relating thereto.

No amendment or modification of this NDA shall be valid or binding on the Parties unless made in writing and signed on behalf of each of the Parties by their respective Authorised officers or representatives.

The Respondent understand and agree that no failure or delay by LIC in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

The Respondent herein agree and undertake to indemnify and hold LIC harmless from any loss, damage, claims, liabilities, charges, costs, or expense (including reasonable attorneys' fees), that may arise or be caused or result from or be paid/incurred/suffered or caused to be paid/incurred/ suffered by reason of any breach, failure, delay, impropriety or irregularity on its part to honour, observe, adhere to, abide by or comply with any of the terms and conditions of this Agreement. In the event that the Respondent shall be liable to LIC in connection with this Agreement, the Respondent's liability shall be limited to the value of the Contract.

This Agreement shall be governed and construed in accordance with the laws of India. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, the remaining portions hereof shall remain in full force and effect. Respondent agree not to assign this Agreement or any interest herein without express prior written consent of LIC.

Nothing in this agreement and no action taken by the Respondent pursuant to this agreement shall constitute, or be deemed to constitute, a partnership, association, joint venture or other co-operative entity or arrangement. This Agreement is entered into by the Parties on a Principal-to-Principal basis and no other meaning can be assigned in interpreting any of the terms contained herein.

Any dispute or claim arising out of or in connection herewith, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the provisions of Procedure of the Indian Arbitration & Conciliation Act, 1996. The arbitration tribunal shall be composed of a sole arbitrator, and the Parties shall appoint such arbitrator with mutual consent. The place of arbitration shall be Mumbai, India and the arbitration proceedings shall take place in the English language. IN WITNESS WHEREOF, the Respondent has caused this Agreement to be executed as of the date set forth above.

For and on behalf of <Respondent Company><Address of Respondent>

Signature

Authorised Signatory

Name:

Designation:

Date :

Place:

Office Seal:

- 8) **Annexure-VIII**: *Technical Bid Format (Given separately in an Excel sheet)*
- 9) **Annexure-IX**: *Commercial Bid (indicative) Format (Given separately in an Excel sheet)*
- 10) **Annexure-X**: *Commercial Bid final after reverse auction (Will be provided to winning bidder)*

11) Annexure-XI: Format for submitting the Performance Bank Guarantee (s)

Ref.No.: CO/IT-BPR/FW/RFP/2016-17/02 Dated : 27th February 2017

This Deed of Guarantee executed by the _____ (Bank name) "A Scheduled bank within the meaning of the Reserve Bank of India Act and carrying out banking business including guarantee business at Mumbai and other places "having its head office at _____ (hereinafter referred to as "the Bank") in favour of Life Insurance Corporation of India, Corporation established under Section 3 of LIC Act 1956, having its IT Dept., Central Office at the 2nd Floor, Jeevan Seva Annexe, Santacruz, Mumbai 400054, (hereinafter referred to as "the Corporation") for an amount not exceeding Rs. _____/- (Rupees _____ only) at the request of "Vendor Name & Address" _____ (hereinafter referred to as the "Vendor").

This guarantee is issued subject to the condition that the Liability of the Bank under this guarantee is limited to a maximum of Rs. _____ (Rupees ...in words ...), and the Guarantee shall remain in force for a period up to _____ (date), and cannot be invoked otherwise than by a written demand or claim under this guarantee served on the Bank on or before _____ (date) by the Corporation.

Whereas _____ (Vendor's Name) having its head office at _____ has been selected as the Internet Lease Link and/or DDoS providing vendor by the Corporation as per terms and conditions mentioned in the tender document "Internet Leased Link with DDoS Protection and Internet Leased Link without DDoS Protection RFP Ref.No./CO/IT-BPR/FW/RFP/2016-17/02 Dated : 27th February 2017"

And whereas the _____ (name & address of the Bank) has agreed to give on behalf of the Vendor a guarantee (Performance Bank Guarantee), therefore we hereby affirm that we guarantee and are responsible to you on behalf of the vendor up to a total amount of Rs. _____ (Rupees In words) and we undertake to pay you , upon your first written demand declaring the Vendor to be in default under the Contract , and without cavil or argument, any sum or sums as specified by you within the limit of Rs. _____ (Rupees In words) as aforesaid, without your need to prove or show grounds or reasons for your demand of the sum specified therein. This Guarantee shall not be affected by any change in the Constitution of the Bank.

NOTWITHSTANDING ANYTHING CONTAINED HEREINABOVE :

- a. The Bank hereby covenants and declares that the guarantee hereby given is an irrevocable one and shall not be revoked by a Notice or otherwise.
- b. Our liability under this guarantee is restricted to a sum of Rs. _____ (Rupees In words).
- c. The Bank Guarantee will be valid for a period up to _____
- d. A written claim or demand for payment under this Bank Guarantee is the only condition precedent for payment of part/full sum under the guarantee to the Corporation.
- e. The corporation need not prove or show grounds or reasons for the demand of a part or the full amount of guarantee.

DATED AT _____ THIS _____ DAY OF _____

SEALED AND SIGNED BY THE BANK