**Tender No: 6300033706 Date: 05.08.2020**

# TENDER DOCUMENTS

# 

**REQUEST FOR QUOTATION FOR**

**SETTING UP OF DR FACILITY FOR NON SAP APPLICATIONS**

**FROM BEML DC TO MYSORE DR SITE**

**WITH COMPREHENSIVE AMC FOR 3 YEARS**

**LAST DATE FOR BID SUBMISSION IS ON OR BEFORE 20.08.2020 BY 2PM.**

**BEML LIMITED,**

**Corporate Office,**

**BEML Soudha, 23/1, 4th Main, SR Nagar,**

**Bangalore – 560027**

# 1. Introduction

BEML Limited is a leading public sector undertaking under the Ministry of Defence for manufacturing a wide range of mining, earthmoving, railways and defence truck & equipment.

BEML has 4 manufacturing divisions in Bangalore, Mysore, KGF and Palakkad with Head Quarters at Bangalore. Currently, the Production divisions are using WAN/LAN for carrying out official transactions. BEML has a Datacentre (DC ) at BEML Soudha Bangalore and a Disaster Recovery Centre (DR) at Mysore with all Business critical applications like SAP ERP, SRM ,SCM and FLM installed and configured

The objective of this proposal is to solicit competitive offers for setting up of Disaster Recovery facilities for NON SAP applications like BEML Mail Server, BEML HR Applications, etc from BEML Bangalore to Mysore Disaster Recovery site (DR) on a turnkey Project. This includes Supply, delivery , Installation and commissioning of required Hardware ( Servers), backup softwares, Software Licenses for setting up of DR facilities for the required BEML applications

# Scope of the Project:

The scope of this project is the Service providers will be

BEML is looking for the DR for non-critical applications currently hosted in Bangalore DC. List of non-SAP applications located at DC Bangalore are as below:

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Host name** | **Server Functionality** | **Physical/ VM** | **OS with Version** | **Application Software installed on server** | **No. Of Cores** | **CPU Clock Speed (GHz )** | **Physical RAM (GB)** | **Storage (Internal) (TB)** |
| Mail Server | App Server | Physical | Win Server 2012 | Mdaemon 18.5.3 | 6 | 1.7 | 32 | 5.5 |
| Beml Connect | App Server | VM | Win Server 2016 Standard | MS Visual Studio Professional 2017 V 15.9.11 | 12 | 2.6 | 32 | 2.5 |
| Beml Connect | DB Server | VM | Win Server 2016 Standard | MS SQL Server 2017 V 17.9.1 | 12 | 2.6 | 16 | 3.5 |
| Beml Sampark | App server | VM | Win Server 2016 Standard | MS Sharepoint Foundation 2010/MS visual Studio 2017 | 6 | 2.2 | 16 | 1.2 |

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Beml Sampark | DB server | VM | Win Server 2016 Standard | MS SQL Server 2016 | 6 | 2.2 | 16 | 1.2 |
| BEML Biometric Attendance | Attendance | Physical | Win Server 2016 Standard | SQL Server Std 2017 SNGL OLP | 12 | 2.2 | 32 | 1.5 |

**Broad scope of the Project:**

BEML has non SAP applications as listed above and are hosted at Datacenter Bangalore and these are required to be setup in our Disaster recovery centre Mysore to mitigate any disaster or any eventualities. In order to set up DR facility , bidders are required to supply ,Install and configure DR setup with required Servers ( one at DC and one at DR ) for the applications and all suitable licenses on a turnkey project .

1. **The detailed scope of this project will be:**
2. Analysis of existing server setup including network schema and connectivity.
3. Perform planning and design for deployment of the system.
4. Signoff on the Low-level Design with detailed specifications of supplied devices and accessories & implementation strategy for the deployment.
5. Review implementation plan and migration strategies and validate the site and equipment availability for installation.
6. Installation of the system including racking, cabling the components, connecting to the power panel and IP network, powering up, and validating that the system is online.
7. Connecting the servers to existing Top of the Rack (TOR) switches, provided by the BEML.
8. Prepare the Physical Servers with the backup & DR pre-requisites before Solution deployment, like making sure the physical servers have the required compatible operating system & it is network ready, etc.
9. Install the systems at both DC & DR as per design.
10. Install Backup and Replication software on the servers at both DC & DR.
11. Configure backup proxy, repository and necessary configurations.
12. Get all the required credentials configured.
13. Configure backup agents for all the systems and create necessary backup and protection policies including schedules
14. Set the appropriate retention and Synthetic or Active full backups.
15. Run test backups.
16. Failover testing from DR Site.
17. Run test DR Drill and Failover testing from DR Site.
18. The Service provider should provide warranty and Comprehensive Support for the supplied hardware and Software for a period of three years from the date of Installation and signoff of the Project.
19. The Bidder / OEM should have Support centre in India and should be available 24\*7\*365 via email, phone and remote assistance and if required for onsite.
20. The OEM should provide hardware and all services which are not under End of Sales and they should not be of **China make hardware**.
21. Any related Licenses for DR Replication, Backup and Agents should be supplied by the Vendor.
22. The Vendor should support and assist BEML for DR drills once in six months during the AMC Support period of three years.
23. The Vendor should sign an SLA agreement with BEML after installation and commissioning of the Entire Project.
24. The Vendor shall provide Warranty for a period of three years for the Hardware and the accessories.
25. The Vendor shall provide Comprehensive AMC support for a period of three years for the entire DR setup which includes Services and Software upgrades from the date of Installation and commissioning.

# PROCEDURE FOR SUBMISSION OF BIDS

You are required to submit bid in three parts viz. (1) Pre-Qualification bid, (2) Technical Bid and (3) Commercial Bid. BEML may at its sole discretion amend the bidding documents at any time prior to the deadline for submission of bids. However in case of such amendment, the bid submission date may be extended at the discretion of BEML. Amendments made prior to submission of bid will be provided in the form of corrigendum to the bidding documents and will be posted on the BEML website (<http://www.bemlindia.com/tender_hq.php>)

**Note:** To participate in this e-tender you should have a valid Class III Organization Digital Signature with Signing and Encryption issued by authorized Certifying Authority.

Bidders willing to participate in the tender may contact through e-mail: [admin.srm@beml.co.in](mailto:admin.srm@beml.co.in) to obtain the user name & password for submitting the bids.

In case of any queries relating to bid submission, you may send the same by e-mail to [admin.srm@beml.co.in](mailto:admin.srm@beml.co.in) or you may contact BEML SRM Team on phone no. 080-22963269/141.

**Part A –** Submission of Pre-qualification Bid i.e. Submission of EMD amount (In manual Mode / Online payment Mode/ Bank Guarantee)

**Part B –** Submission of Technical Bid (Through e-mode on BEML SRM system)

**Part C –** Submission of Price Bid (Through e-mode on BEML SRM system)

**PART A – PRE-QUALIFICATION BID i.e. submission of EMD**

**The EMD amount can be submitted in either way as detailed below :**

As a part of Pre-Qualification process, bidder needs to furnish the following by online/post/ courier or by hand before closing date and time of the tender:

1. **Online Payment of EMD amount can be made as mentioned below**:
2. Open the following link:<https://www.onlinesbi.com/sbicollect/icollecthome.htm?corpID=9359>
3. Read the terms & conditions, tick the acceptance box and click on Proceed.
4. In ‘Select State’ dropdown, select All India and click on the Go button.
5. In ‘Select Payment Category’, select EMD/ Tender Fee.
6. Enter details of payment, details of Bank Account for refund and click on Submit to make the online payment of the required EMD amount of Rs. 1,44,000/-.

**Please ensure that online payment of EMD amount is made well ahead of the Tender Closing Date & Time mentioned in the Tender.**

1. **Bidder may do the NEFT payment to the following bank details**

Cash Credit Account No. 56133037105

Beneficiary Name : BEML LIMITED

IFSC : SBIN0060133

State Bank of India

Mission Road branch

Bangalore

1. **Payment of EMD amount through DD / Banker’s Cheque**

EMD in the form of Account Payee Demand Draft (DD) / Banker’s Cheque for **Rs. 1,44,000-** (Rupees One Lakh Forty four thousand only) drawn in favor of BEML Ltd, Bangalore payable at Bangalore.

1. Bidders exempted from Earnest Money Deposit (EMD) shall submit exemption certificate from competent authority.
2. An irrevocable Bank Guarantee from a Scheduled Commercial Bank authorized by RBI to issue a Bank Guarantee in favour of the Purchaser as per format in **Annexure-A** having a validity period of bid validity + 45 days from the date of opening of Tender.

Please attach the details duly filled-up for refund of EMD amount in the following format along with the DD / Banker’s Cheque for EMD:

|  |  |  |
| --- | --- | --- |
| **Sno** | **Particulars** | **To be filled & submitted along with DD/Banker’s Cheque** |
| 1 | BANK NAME |  |
| 2 | BRANCH NAME |  |
| 3 | CITY |  |
| 4 | IFSC CODE |  |
| 5 | ACCOUNT NO |  |
| 6 | BENEFICIARY NAME |  |

The above said Demand Draft DD / Banker’s Cheques/ EMD Exemption Certificate / Bid Guarantee form shall be submitted in **Sealed envelope** duly super-scribing the **Bid Invitation No. 6300033706 dated 05.08.2020**, **Closing date 20.08.2020 Time 14:00 Hrs** at the top of the envelope. The words **“PRE-QUALIFICATION BID”** shall also to be written in bold letters at the top of the envelope. The name and address of the bidder shall be printed or written legibly on the left hand bottom corner of the envelope.

**Pre-Qualification Bid has to reach the address as mentioned below on or before the closing date & time of the tender.**

**The General Manager,**

**Corporate Materials.**

**BEML LTD,**

**BEML SOUDHA,**

**23/1, 4th Main, S.R. Nagar,**

**Bangalore – 560 027**

**KARNATAKA, India**

Alternatively it can also be dropped in the Tender Box which is kept in Room No.1, Ground Floor, BEML Soudha, SR Nagar, Bangalore.

The Bidders who have not submitted **”EMD (form of DD/ online / EMD Exemption Certificate / Bid Guarantee form) by the closing date & time of the tender will be rejected straightway. Also bid submitted with EMD in the form other than Demand Draft** / **Banker’s Cheques will be rejected straightway.**

**Note**: Bidder shall ensure that their EMD (DD)/EMD Exemption Certificate/Bid Guarantee is dispatched well in advance so that it reaches this office before the time and date stipulated. Requests will NOT be entertained for late receipts.

**As submission of physical copy of the following documents is not possible, then bidder has to upload the scanned copy of the documents in c-folder along with Technical bid.**

1. EMD Exemption certificate OR
2. Bid Guarantee Form - the Bank Guarantee will vetted by Bank after bid opening. If bank don’t not certify then the bid will be liable for rejection.

**If any bidder not uploaded the above documents in c-folder along with technical bids or not received manually on or before bid closing date & time, then their bid will be liable for rejection**

**General Instructions with regard to EMD:**

1. Quotation submitted online without submission of EMD/EMD Exemption Certificate in-time will not be considered.
2. EMD submitted in any other form will not be accepted and the offer is liable to be rejected.
3. EMD lesser than Rs. **1,44,000**/- will not be accepted and the quotation is liable to be rejected.
4. EMD of technical disqualified bidder’s will be returned.
5. EMD of unsuccessful bidders will be returned after finalization of the contract and the EMD of successful bidder will be released after submission of Performance Bank Guarantee / Security Deposit.
6. EMD does not carry any interest on return.
7. EMD will be forfeited if any firm withdraws the tender submitted or refuses to execute the order for reasons whatsoever.
8. EMD in the form of online payment is to be made before the bid closing date and time. EMD in the form of DD / Banker’s Cheque or Udyog Aadhar / Udyam/ NSIC certificate, (firms claiming EMD exemption), BID Guarantee Form to be submitted through Courier / Post in a sealed cover, super-scribing the bid number and closing date, address etc. before the bid Closing Date & Time. Failure to do so will result in rejection of the bid.
9. Tender will be opened on closing date at 15:00 hrs in presence of bidders who wish to be present.
10. No responsibility will be taken for postal or non-delivery/non receipt of EMD/firms claiming EMD exemption.

**Forfeiture of Earnest Money Deposit (EMD)**

1. Any bidder who withdraws offer / modifies within the bid validity period or before finalization of the tender.
2. If the successful bidder withdraws the offer after the tender is submitted/ acceptance of the tender.
3. if any firm withdraws the tender submitted or refuses to execute the order for reasons whatsoever
4. If there is any breach of terms and conditions of the contract on part of the successful bidder after award of contract and before submission of Performance Bank Guarantee.

**The Bidder is advised to carefully go through the terms & conditions of tender before submitting the tender.**

**6.2 PART B – Submission of Technical Bid (Through e-mode on BEML SRM system)**

Please upload the following documents in the c- Folder in the system as part of **Technical Bid.**

Bidders will be technically qualified based on providing documentary proof for each of the below eligibility criteria clause along with the Technical Bid

The Bidder should have the following minimum qualifications for setting up of DR facility for

non SAP applications from BEML DC to Mysore DR.

**Ref. No. 1 to 7 are mandatory terms. If bidder is not complying for these clauses or not uploaded required documents, their bid will be rejected straight way.**

**However details for remaining non mandatory clauses (Sl no. 8 to 11) also to be uploaded. In case any document / clarification required for these non-mandatory clauses the same shall be asked from the bidders.**

| **SL No.** | **Particulars** | **Details to be uploaded by Service Provider** |
| --- | --- | --- |
| **MANDATORY CLAUSE (SLNO 1 TO 6)** | | |
| **1** | The bidder and its associated group companies delivering the IT Services must have ISO 27001 / ISO 9001 or any equivalent ISO Certificate | Please upload the required Document |
| **2** | The bidder should have their Remote Operations Support Centre in India with 24x7x4 toll free access. The Remote Support Centre should be manned by the officials having ITIL v3 certification or equivalent. | Bidder to upload the required document. Self-Declaration with copy of valid ITIL certificate/ or equivalent of engineers |
| **3** | Average annual financial turnover during the last three years, ending 31st March of the previous financial year (i.e.2016-17 ,2017-18& 2018-19) should be minimum **Rs. 21.60 Lakhs** | 2016-17 Rs.  2017-18Rs.  2018-19Rs.  Audited copies of Profit & Loss account balance sheet for previous three financial years duly certified by the auditors shall be uploaded in the c- folder. |
| **4** | Experience of having successfully completed similar works **(**supply & installation of Backup Software / Replication / Migration/ DR tools**)** during last 3 years ending last day of month previous to the one in which tenders are invited should be either of the following:  a. Three similar completed works each costing not less than **Rs. 28.80Lakhs**  Or  b. Two similar completed works each costing not less than **Rs. 36 Lakhs**  Or  c. One similar completed works each costing not less than **Rs. 57.60Lakhs** | Documentary proof i.e. **Purchase order / Work order** clearly indicating the value of the order, shall be uploaded in the c- folder. |
| **5** | Bidder has to upload the filled & upload the **Specifications for Hardware & Software** as indicated in **Annexure - B).** | Please upload filled-in format as per **Annexure - B** in c- folder |
| **6** | An Undertaking has to be uploaded by the bidders stating that they have read, understood and agreeing to all tender terms and conditions of the tender. | Undertaking document as per the **Annexure – C** |
| **7** | Special Conditions arising out of implementation of GST Tax Indemnity clause | **Annexure – D** to be signed and uploaded in the c- folder. |
| **NON MANDATORY CLAUSE (SLNO 8 TO 11)** | | |
| **8** | The vendor should not have been blacklisted by any government/ PSU/Reputed Listed company for corrupt or fraudulent practices or non-delivery, non-performance. | Undertaking document as per the **Annexure –E** to be uploaded |
| **9** | The bidder/OEM must possess all valid certificates as mentioned below and should upload copies of the same:   * + - * 1. PAN Number         2. GST Registration details/ Certificate | Please upload scanned copies of   1. PAN Number 2. GST Registration details/ Certificate |
| **10** | Brief Details about the Firm | Please upload filled-in format as per **Annexure - F** in c- folder |
| **11** | Bidder has to upload compliance sheet as part of the technical bid. | Please upload **Annexure – G** |

**Note**:

1. The Bidders must ensure that the documentary proofs to substantiate clauses above are given, without which their bid will not be considered.
2. Relevant documents are to be meticulously uploaded by the bidder as part of the technical bid.
3. Please ensure that no price details are mentioned in the technical bid (attachments to the C- Folder). Offers with price details in Pre-Qualification Bid (under Part A) or Technical Bid (under part B) will not be considered.
4. Technical bid will be considered subject to receipt of original DD for EMD/ EMD Exemption certificate / Bid Guarantee.

**6.3 PART C – Submission of Price Bid (Through e-mode on BEML SRM system)**

**Price Bid:** Should contain price details and other relevant commercial issues.

Price bid to be submitted through E-mode as per the format by clicking on item data tab in SRM.

Price bid of only technically accepted offers will be opened subsequently. Incomplete/invalid tenders will be rejected and no correspondence will be entertained in case of rejection.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Sl No** | **Location** | **Unit** | **Basic Price in Rs** | **GST %** |
| 1 | Supply of Servers with Storage ,OS Licenses, Backup & replication licenses and other accessories for DC and DR site. | 1 AU | To be quoted in SRM | |
| 2 | Installation & commissioning and handover | 1 AU | To be quoted in SRM | |
| 3 | Comprehensive AMC support for a period of three years after Installation and commissioning with sign-off for the Entire DR setup | 1 AU | To be quoted in SRM | |

**Arriving L1**: L1 will be arrived on lowest quote received for above line items i.e. Supply, installation and commissioning of DR Setup for BEML’s non SAP applications and CAMC support for period of three years i.e. sum of slno 1 to 3.

Bidder has to quote price for all the line items in SRM. Partial quote will not be considered.

1. **QUERY**

In case, if any clarifications are required for any topic related to the RFQ, the same may be submitted in writing, via e-mail to the designated Point of Contact through email address [bv.girish.scm@beml.co.in](mailto:bv.girish.scm@beml.co.in) and copy to [cm.pushpa@beml.co.in](mailto:cm.pushpa@beml.co.in)on or before **11.08.2020.**

In order to ensure a fair and open competition, BEML shall upload all queries and its clarifications, if any, in BEML SRM, website & CPP Portal.

1. **Other Terms & Conditions of Tender**

# Period of validity: The tender shall remain valid for acceptance for a period of 90 days from the opening date of the bid

# Award of Contract

The contract will be awarded to the Bidder whose bid has been determined to be eligible and to be substantially responsive to the bid documents and who has offered the lowest evaluated bid.

## Performance Bank Guarantee

* 1. Within 30 days of receipt of the Work Order/Purchase order from the BEML Limited, the successful Bidder shall furnish to BEML Limited a Security in the form of Performance Bank Guarantee issued by any scheduled commercial bank authorised by RBI for an amount of 10% of the Contract value (without taxes) as per format enclosed at **Annexure - G**.
  2. The Performance Bank Guarantee should be valid for a period of six months beyond the expiry date of the contract.

## Project Duration: The supply, installation and commissioning within 10 weeks from the date of receipt of Purchase order.

1. **Warranty Clause:** The Vendor should provide three years warranty for the Hardware, Software and all licenses provided from the date of installation and commissioning.
2. The CAMC support Period of three years for the Entire DR setup will begin from the date of installation and commissioning

## Final Acceptance Certificate:

* 1. On successful completion of the work as per the ‘Scope of Project’ specified in this tender document, the Bidder shall submit its application to BEML Limited for issue of ‘Final Acceptance Certificate’ for the work carried under this contract. The bidder shall provide necessary inputs to BEML for testing the bandwidth.
  2. On successful testing of the system the Bidders will be issued the ‘Final Acceptance Certificate’. In case any deficiencies are noticed during the inspection, the Bidder will be liable to make good the deficiency failing which the ‘Final Acceptance Certificate’ will not be issued.
  3. The Bidder will be entitled to submit its bill for payment only when ‘Final Acceptance Certificate’ is issued by BEML Limited.

## Payment Terms:

1. **Payment**: 100% payment on 30th day for MSEs and for others on day 60th day from the date of completion of work i.e. supply, installation and commissioning & submission of invoice along with ‘Final Acceptance Certificate’ issued by BEML & duly certified by user department.

How Bidder not agreeing with the BEML standard Payment terms, their quotations will be suitably loaded with applicable cash credit interest while evaluation of bids.

1. **Comprehensive AMC support payment** : Payment will be made in arrears on completion of each quarter (every 3 months) of service duly certified by IT Department for each project.
2. The firm shall pay all taxes, duties, levies, work contract tax etc. of the Government provisions of the Income tax Act or as per the advice of the Income Tax Authority. Deduction of Income tax/ Works Contract tax/ other taxes shall be made from payment as per the relevant provisions of the Income tax Act or as per the advice of the Income tax Authority/ other Competent Authority.

1. **Liquidated Damages (LD):** If the Supplier exceeds any agreed delivery date (s) or period(s), purchaser shall levy LD for such delay @ 0.5% per week (7days) and part thereof, subject to a maximum of 5% of the value of the delayed portion of the Purchase Order. GST at applicable rates shall be charged extra on the liquidated damages recovered
2. **Contract Period**: Three years for AMC support for DC/DR Hardware and Software including licenses after commissioning & acceptance by BEML

## Price Variation Clause

The rates quoted by the Bidder shall be firm throughout the contract period and there shall be no upward revision of the rates quoted by the Bidder for any reason what so ever.

## Liability / Accident:

The Bidder shall indemnify and keep indemnified BEML Limited against all losses and claims for injuries and damages to any person or property whatsoever which may arise out of or in consequence of the construction or maintenance of the work and against all claims, demands, proceedings, damages, costs, changes, expenses whatsoever in respect thereof in relation thereto.

## Security

The Bidder shall not disclose any information pertaining to BEML. The password/encryption keys/other secrets should be kept confidential. The Bidder should provide the list of personnel handling the password/encryption keys/other secrets if any. They should adhere to the security policies established by BEML.

The Bidder shall not tap/view/modify/route it to third party/disclose any information that is being handled in the BEML Network perimeter under any circumstances.

1. **Turnkey approach :**The contract is one in which the network vendor delivers, installs, implements and passes an acceptance test, training and documentation
2. **Risk Purchase Clause:** In the event of Non Performance of the order, BEML reserves the right to avail the services from alternate source at the bidder risk and cost apart from recovery/en-cash of EMD/PBG.
3. There can be only 1 set of bids from each Bidder
4. **Termination:** BEML shall exercise the option to terminate the contract with one month notice in the event of Non-Performance/Poor Performance and en-cash the PBG. BEML also reserve the right to review and modify the contract at any point of time during the contract period.
5. **General Terms & Conditions**
6. **ARBITRATION:**

**For PSUs**: In the event of any dispute or difference relating to the interpretation and application of the provisions of this Agreement, such dispute or difference shall be referred by either party for Arbitration to the Sole Arbitrator in Department of Public Enterprises to be nominated by the Secretary to the Government of India, in charge of the Department of Public Enterprises. The Arbitration and Conciliation Act,1996 shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such Award may make further reference for setting aside or revision of the Award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Addl. Secretary, when so authorized by the Law Secretary, whose decision shall bind the parties finally and conclusively. The parties to the dispute will share equally the cost of Arbitration as intimated by the Arbitrator.

**For firms other than PSUs**: In the event of any dispute or difference relating to the interpretation and application of the provisions of this Agreement, such dispute or difference shall be referred by either party for Arbitration to the Sole Arbitrator to be appointed by BEML. The Arbitration proceedings shall be in accordance with the provisions of Arbitration and Conciliation Act, 1996 and Rules framed there under. The place of Arbitration shall be at Bangalore and all Arbitration proceedings shall be conducted in English language and governed by the above said Act and Rules.

Courts at Bangalore shall alone have sole jurisdiction to decide any issue arising out of the Arbitration or this Agreement

1. **JURISDICTION:**

Courts at Bangalore alone shall have jurisdiction to decide any issue/dispute arising out of the Arbitration or this Purchase Order in exclusion of all other Courts. However, jurisdiction of any other court may be accepted by mutual discussion and agreement by and between the Company and the Supplier.

1. **FORCE MAJEURE CLAUSE:**

Notwithstanding anything contained in the Contract, neither the Supplier nor the Purchaser shall be held responsible for total or partial non-execution of any of the contractual obligations, should the obligation become unreasonably onerous or impossible due to occurrence of a ‘Force Majeure’ conditions which directly affect the obligations to be performed by the Purchaser or the Supplier. Such events include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotions, insurgency, sabotage, acts of public enemy, fires, explosion, epidemics, quarantine restrictions, floods, earthquake, or acts of God, restrictions by Govt. authorities over which the Supplier or the acts on which the Purchaser has no control.

The party claiming to be affected by Force Majeure shall notify the other party in writing without delay, within two weeks on the intervention and on the cessation of such circumstance. Extension of time sought by the Supplier along with supporting evidence and so granted by the Purchaser for the supply/ work affected, if any, shall not be construed as waiver in respect of remaining deliveries.

Notwithstanding above provisions, Purchaser shall reserve the right to cancel the order/ Contract, wholly or partly, in order to meet the overall delivery schedule and make alternative arrangements including arrangements with third party for completion of deliveries and other schedules. Purchaser may takeover partly processed material at a mutually agreed price

1. **APPLICABLE LAWS AND JURISDICTION OF COURTS**:

Indian laws both substantive and procedural, for the time being in force including modifications thereto, shall govern Contract. The competent Indian courts shall have sole jurisdiction over disputes between purchaser and the Supplier.

1. **INTELLECTUAL PROPERTY RIGHTS; LICENSES :**

If any Patent design, trademark or any other intellectual property rights apply to the delivery or accompanying documentation***,*** Purchaser shall be entitled to the legal use thereof free of charge by means of a non-exclusive, worldwide, perpetual license. All intellectual property rights that arise due to the execution of the delivery by the Supplier and by its employees or third parties involved by the Supplier for performance of the agreement belong to Purchaser.

The Supplier shall be obligated to do everything necessary to obtain or establish the above mentioned rights. The Supplier guarantees that the delivery does not infringe on any of the intellectual property rights of third parties. The Supplier shall also be obligated to do everything necessary to obtain or establish the alternate acceptable arrangement pending resolution of any (alleged) claims by third parties. The Supplier shall indemnify the Purchaser against any (alleged) claims by third parties in this regard and shall reimburse Purchaser for any damages suffered as a result thereof. “The Supplier shall comply with all applicable Labor Laws, particularly Contract Labor (Regulation & Abolition) Act, 1970, ESI Act, Gratuity Act, Payment of Bonus Act, Payment of Minimum Wages Act, Provident Fund Act etc., and Rules framed therein from time –to- time and the Supplier shall indemnify the Company for any loss caused to it by reason of inaction, non-compliance etc., of the provisions of any Law by the Supplier”.

1. **BRIBES AND GIFTS**

Any bribe, commissions, gift or advantage given, promised or offered by or on behalf of the supplier or his partner, agent or servant or anyone on his or on their behalf to any officer, servant, representative or agent of BEML or any person on his or their behalf in relation to the obtaining or to the execution of or any other contract with BEML Ltd., shall in addition to any criminal liability which the supplier , may incur, subject the supplier to the cancellation of this and all other contracts with BEML and also for payment of any loss or damage resulting from any such cancellation to like extent hereof. Any question or dispute as to the commissions of any offence under the present clause shall be settled by BEML in such manner and on such evidence of information as they may think fit and sufficient and their decision shall be final and conclusive.

1. **DRAWINGS AND DOCUMENTS:**

Drawings, technical documents or other technical information received by one party shall not, without the consent of the other party, be used for any other purpose than that for which they were provided. They may not, without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to third parties.

The Supplier shall, as per agreed date/s but not later than the date of delivery, provide free of charge information and drawings which are necessary to permit the Purchaser to erect, commission, operate and maintain the product. All intellectual properties, including designs, drawings and product information etc. exchanged during the formation and execution of the Contract shall continue to be the property of the submitting party.

1. **NON-DISCLOSURE AND INFORMATION OBLIGATIONS:**

The Supplier shall provide Purchaser with all information pertaining to the delivery in so far as it could be of importance to Purchaser. The Supplier shall not reveal confidential information to its own employees not involved with the tender / Contact & its execution and delivery or to third parties. The Supplier shall not be entitled to use the Purchaser’s name in advertisements and other commercial publications without prior written permission from Purchaser.

1. **DURING ARBITRATION**

Supplies under this Purchase Order, if reasonably possible, may continue by mutual agreement during the dispute / Arbitration proceedings”.

1. **PROGRESS REPORT**

The supplier shall regularly inform the progress of work and in such form as may be called for by the Purchaser from time to time. The submission and acceptance of such reports shall not prejudice the rights of the Purchaser in any manner.

1. **CONTRACT VARIATIONS: INCREASE OR DECREASE IN THE SCOPE OF SUPPLY:**

Purchaser may vary the contracted scope. If the supplier is of the opinion that the variation in scope has an effect on the agreed price or delivery period, purchaser shall be informed of this immediately in writing along with technical details, and in the event of additional work, submit a quotation with regards to the price and delivery period and the effect this scope will have on the other contracts under execution by the supplier. The supplier shall not perform additional work/ altered scope of work without the written instructions/amendment to the Purchase Order to that effect. The Purchaser also reserves its rights to decrease the scope of supply placed against Purchase Orders under due intimation to the supplier. Such decrease may be warranted due to defective goods or Policy Decisions of the Management of the Purchaser. And in such an event, the Supplier shall not have any claims or right against the Purchaser.

1. **NON-WAIVER OF DEFAULTS**

If any individual provision of the Contract is invalid the other provisions shall not be affected. The failure of BEML to insist upon performance of the Contract, to enforce any of the terms and conditions of this Contract or to exercise any right or privilege granted to BEML under this Contract or under law, shall not be construed as a waiver and the same shall continue in full force and effect.

1. **ASSIGNMENT OF RIGHTS AND OBLIGATIONS; SUBCONTRACTING:**

The supplier is not permitted to subcontract the delivery or any part thereof to third parties or to assign the rights and obligations resulting from this agreement in whole or in part to third parties without prior written permission from Purchaser. Any permission or approval given by the Purchaser shall, however, not absolve the supplier of the responsibility of his obligations under the contract.

1. **INTEGRITY COMMITMENT IN THE EXECUTION OF CONTRACTS:**

**Commitment by Purchaser**:

Purchaser commits to take all necessary steps to prevent corruption in connection with the execution of the Contract.

**Commitment by the Contractor:**

The Contractor (s) commit (s) to take all measures to prevent corruption and will not directly or indirectly try to influence any decision for the benefit for which he is not legally entitled. The contractor (s) will not commit any offence under the relevant Acts. The Contractor (s) will not use improperly, for purpose of competition or personal gain or pass on to others, any information or documents provided by Purchaser as part of business relationship.

The Consultant (s) will not enter with other Firm (s) / Consultant(s) into any undisclosed agreement or understanding or any actions to restrict competition. If the Consultant(s), before award or during execution of the consultancy Contract commit(s) a transgression of the above or in any other manner such as to put his reliability or credibility in question, Purchaser is entitled to disqualify the consultancy contractor(s) from the consultancy process or terminate the contract and / or take suitable actions as deemed fit.

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|  | **Annexure - A**  BID GUARANTEE FORMAT  Ref:  To,  BEML LIMITED  BEML Soudha  No: 23/7, 4th Main, S.R. Nagar  Bangalore - 560027  Dear Sirs,  .................................................................................................................................................  In accordance with your ‘Tender Enquiry’ under your Tender No: …………...................date------------------------- M/s........................................................................................ herein after called the Bidder, with the following Directors on their Board of Directors / partners of the Firm.  1. 2.  3. 4.  5. 6.  7. 8.  9. 10.  Wish to participate in the said tender for ...............................................................................  ………………………………………………………………………………………………  ……………………………………………………………………………………................  As an irrevocable Bank Guarantee against Bid Guarantee amount of Rs……………………………......................................................................................(In words and figures) valid for ….. ………….. days from………………………………………….. is required to be submitted by the Bidder as a condition for participation in the said bid, which amount is liable to be forfeited by the BEML Limited (herein after called PURCHASER) (1) the withdrawal or revision of toe offer by the Bidder as a condition within the validity period. (2) Non-acceptance of the ‘Letter of Intent / Purchase Order’ by the bidder when issued within the validity period. (3) Failure to furnish the valid contract performance guarantee by the bidder within one month from the receipt of the Purchase Order and (4) on the happening of any contingencies mentioned in the bid documents.  We, the …………………………………………..Bank at.................................................  having our Head office at ……………………………………………..............................(Local address) Guarantee and undertake to pay immediately on first demand by BEML LIMITED, the amount of Rs......................................................................................................................  (in figure and words) without any reservation, protest, demur and recourse. Any such demand made by the Purchaser shall be conclusive and binding on the Bank irrespective of any dispute or difference raised by the purchaser.  The guarantee shall be irrevocable and shall remain valid up to .............................................. (This date shall be 60 days after the date for which the bid is valid). If any further extension of this guarantee is required the same shall be extended to such required period (not exceeding one year) on receiving instruction from M/s.………………………….. ...................................................................................... on whose behalf this guarantee is issued.  In witness whereof the Bank, through its authorized officer has set its hand and stamp on this …………………day of……………………………..at .........................................................  Witness (Signature)  WITNESS (Signature) ….  Name in (Block letters)  Designation ……………………………  (Staff No.) ……………………….  (Bank's common Seal)  Official address  Attorney as per power of Attorney No  Date:    **Annexure –B**  **SPECIFICATION for HARDWARE & SOFTWARE**   |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | | Slno | Criteria | | Requirement for Backup Software | Compliance  (Yes/No) | Deviations | | 1 | Licensing | | The proposed Backup software must offer host based / CPU based licensing with no restrictions on type of arrays (protecting heterogenous storage technologies), front end production capacity or backup to disk target capacity restrictions. Licenses and associated hardware should be supplied for both primary and DR site. |  |  | | 2 | Reporting capabilities | | Backup software should have Capability to do trend analysis for capacity planning of backup environment, extensive alerting and reporting with pre-configured and customizable formats. Any specialized reporting modules needed must be quoted along with associated hardware to achieve this functionality. All necessary hardware resources required to run this module should be supplied.  Proposed solution should support 24x7 real-time monitoring, with at-a-glance and drill-down views of health, performance and workload of the virtual hosts  Proposed solution should support automated action for popular alarms (automated or semi-automated), with at-a-glance and drill-down views of health, performance and workload of the virtual hosts. |  |  | | 3 | Data Protection and Recovery | | Software should be able to restore VMs directly from the backup copy.  Backup software should be an image level backup software supporting popular hypervisors like VMware and Hyper-V Virtual Environments. Provide Block level Incremental and Differential Backup and support Incremental and Differential Imaging.  Backup software should support agentless backups of applications residing in VMs like SQL, Exchange, Sharepoint, Oracle, etc. with non-staged granular recovery of all these applications. It should support crash consistent VM level backup for all other workloads. |  |  | | 4 | Backup support for hypervisors and Applications | | Backup software should be a Hardware Agnostic software and it should support snapshot integration with hypervisors like VMware, Hyper-V and support de-duplication on the storage targets quoted. It should be able to backup data to tapes (like LTO) as well for long term retention.  The proposed backup software should provide recovery from physical servers to Virtual and image level recovery.  Backup software should support file level recovery from any backup of any VM or physical server. It should support a full system recovery in case of a system crash, either on a physical system or as a virtual machine.  Backup software should have integrated data de-duplication engine with multi-vendor storage support to save space by storing de-duplicated copies of data. The de-duplication engine should also facilitate IP base replication of de-dupe data. All necessary hardware and software required to support this functionality should be supplied along with other components.  Backup software should provide best RTOs and RPOs through booting of Virtual Machines directly from the Backup to reduce the downtime.  Backup software should provide Recovery of Application Items, File, Folder and Complete VM recovery capabilities from the image level backup within 15Mins RTO. |  |  | | 5 | RPO/ RTO and Recovery Assurance | | Backup software must have a feature of data validation, whereby a workload (VM with OS and application) is powered-on in a sandbox environment and tested for its recoverability.  Recovery verification should automatically boot the server from backup and verify the recoverability of VM image, Guest OS and Application Consistency and then publish automated reports to be used in backup / recovery audits.  Backup software should provide Backup and Replication capabilities in one console only and also allow users to integrate with RBAC capabilities of the hypervisor, so that users can initiate backup and restore only those VMs to which they have access, without administrator intervention, thereby delivering self service capabilities.  Replication should include traffic compression, data de-duplication and IP shaping.  The proposed Backup software must Support Seamless Integration with Point-in-time storage snapshots with Major OEM SAN Storages in the environment to perform faster LAN Free backup without any overhead to Hypervisor Compute Layer, allowing recovery at the application level, the file level, and the VM level.  The proposed backup software should be able to integrate with anti-virus software and scan before recovery of VMs and ensure that any infected VM is not restored or restore it with disabled network adapters to prevent any infection to spread through the network  Proposed backup software should have the ability to perform staged restores to enable admins to comply to regulations by selectively deleting files / records which should not be restored from the backup copies. This will help in complying to "right to be forgotten" regulations like GDPR, where user data is deleted from restored backup copies in an auditable manner. |  |  | | 6 | Backup and Replication Performance and SLA | | The proposed Backup software must allow to configure the maximum acceptable I/O latency level for production data stores to ensure backup and replication activities do not impact storage Availability to production workloads.  The software should be Network-efficient, Secure backup data replication with variable-length encryption at the source, along with compression and encryption to ensure that backups are optimized for WAN transmission. This should be ensured with or without need of any other 3rd party WAN Accelerator requirements. |  |  | | 7 | Disaster Recovery Capabilities | | Replication in the software should be a VM level replication and must replicate the VM level data with or without backing it up at the source site. It should also include failover and failback capabilities and should be able to perform automatic acquisition of network addresses at the destination site.  Backup and replication software must deliver maximum investment protection by supporting replication of workloads between dis-similar systems like hyper converged infrastructure to stand alone servers and storage running similar hypervisors across sites, thereby creating a Disaster recovery environment for production workloads irrespective of the underlying hardware.  The proposed solution should be able to publish Disaster recovery plans and update them through automated discovery whenever prompted after changes in infrastructure.  Should be able to publish DR drill reports, DR test reports and DR readiness check reports for audit and compliance purposes.  Backup software should have ability to backup data from one server platform and restore it to another server platform to eliminate dependence on a particular machine and for disaster recovery purposes. This bare metal recovery capability should be built in for the physical servers and should even work on the dissimilar hardware. |  |  | | 8 |  | | Backup software proposed should be in Gartner's leader quadrant of the latest gartner Magic Quadrant report for Data Protection / Backup Software. |  |  | | Slno | Criteria | | Requirement for Backup Server(DR) | Compliance  (Yes/No) |  | | 1 | Chassis | | 2 U Rack Mountable |  |  | | 2 | CPU | | Two numbers of latest generation Intel 24 Cores 6240R processors |  |  | | 3 | Memory | | 24DIMM slots.  4\*64 GB DIMMS scalableupto 3.0 TB using DDR4 Load Reduced DIMM (LRDIMM) operating at 2933MHz MHz (depending on processor model)  Should be capable of identifying and reporting whether genuine OEM memory is installed for system reliability |  |  | | 4 | Memory Protection | | Advanced ECC with multi-bit error protection, Online spare, mirrored memory and fast fault tolerance |  |  | | 5 | HDD bays | | Populated with 3.84TB\*2 SATA SSD + 64TB 7.2K RPM SATA HDD Support 12+4+3 LFF with 2 SFF HDD/SSD The drive carrier should have intiutive icon based display along with "DO NOT REMOVE" caution indicator that gets activated automatically in order to avoid  dataloss/downtime due to wrong drive removal. |  |  | | 6 | Hard disk Drive | | Hot Plug LFF SATA/SAS/SATA SSD/SAS SSD |  |  | | 7 | Controller | | Server should support Onboard SATA software RAID controller supporting SSD/HDD and at least two M.2 drives In addition, server should support one of the below controllers supporting Mixed Mode which combines RAID and HBA mode, PCIe 3.0 based 12Gb/s SAS Raid Controller with RAID 0/1/1+0/5/50/6/60/1 Advanced Data Mirroring/10 Advanced Data Mirroring (onboard or on a PCI Express slot) or PCIe 3.0 based 12Gb/s SAS Raid Controller with RAID 0/1/1+0/5/50/6/60/1 Advanced Data Mirroring/10 Advanced Data Mirroring with 4GB battery backed write cache (onboard or on a PCI Express slot) Storage controller should support Secure encryption/data at rest Encryption |  |  | | 8 | Networking Features | | Server should support below networking cards: 1. 1Gb 4-port network adaptors - 1 No. 2. 10Gb 2-port Ethernet adaptor - 2 Nos. |  |  | | 9 | Interfaces | | Serial - 1 Micro SD slot - 1 USB 3.0 support With Up to 5 total: 1 front, 2 rear, 2 internal (secure) |  |  | | 10 | Bus Slots | | Eight PCI-Express 3.0 slots, atleast two x16 PCIe slots |  |  | | 11 | Power Supply | | Should support 800W hot plug redundant low halogen power supplies with minimum 94% efficiency |  |  | | 12 | Fans | | Redundant hot-plug system fans |  |  | | 13 | Industry Standard Compliance | | ACPI 6.1 Compliant PCIe 3.0 Compliant PXE Support Energy Star ASHRAE A3/A4 UEFI 2.6 SMBIOS Redfish API SNMP v3 TLS 1.2 DMTF Systems Management Architecture |  |  | | 14 | System Security | | UEFI Secure Boot and Secure Start support Security feature to ensure servers do not execute compromised firmware code FIPS 140-2 validation Support for Commercial National Security Algorithms (CNSA) Common Criteria certification Configurable for PCI DSS compliance Advanced Encryption Standard (AES) and Triple Data Encryption Standard (3DES) on browser Tamper-free updates - components digitally signed and verified Secure Recovery - recover critical firmware to known good state on detection of compromised firmware Ability to rollback firmware Secure erase of NAND/User data TPM (Trusted Platform Module) 1.2 TPM (Trusted Platform Module) 2.0 Smart card (PIV/CAC) and Kerberos based 2-factor Authentication Configurable for PCI DSS compliance Secure erase of NAND Chassis Intrusion detection |  |  | | 15 | Operating Systems and Virtualization Software Support | | Microsoft Windows Server Red Hat Enterprise Linux (RHEL) SUSE Linux Enterprise Server (SLES) VMware  Hyper vare ClearOS |  |  | | 16 | GPE Support | | System should support NVIDIA's latest computational accelerators and graphics accelerators |  |  | | 17 | System Tuning for Performance | | 1. System should support feature for improved workload throughput for applications sensitive to frequency fluctuations. This feature should allow processor operations in turbo mode without the frequency fluctuations associated with running in turbo mode  2. System should support workload Profiles for simple performance optimization |  |  | | 18 | System encryption | | System should support Encryption of the data (Data at rest) on both the internal storage and cache module of the array controllers using encryption keys. Should support local key management for single server and remote key management for central management for enterprise-wide data encryption deployment. |  |  | | 19 | Provisioning | | 1. Should support tool to provision server using RESTful API to discover and deploy servers at scale  2. Provision one to many servers using own scripts to discover and deploy with Scripting Tool (STK) for Windows and Linux or Scripting Tools for Windows PowerShell |  |  | | 20 | Firmware Security | | 1. For firmware security, system should support remote management chip creating a fingerprint in the silicon, preventing servers from booting up unless the firmware matches the fingerprint. This feature should be immutable  2. Should maintain repository for firmware and drivers recipes to aid rollback or patching of compromised firmware. Should also store Factory Recovery recipe preloaded to rollback to factory tested secured firmware |  |  | | 21 | Embedded Remote Management and firmware security | | **1.** System remote management should support browser based graphical remote console along with Virtual Power button, remote boot using USB/CD/DVD Drive. It should be capable of offering upgrade of software and patches from a remote client using Media/image/folder; It should support server power capping and historical reporting and should have support for multifactor authentication **2.** Server should have dedicated 1Gbps remote management port **3.** Remote management port should have storage space earmarked to be used as a repository for firmware, drivers and software components. The components can be organized in to install sets and can be used to rollback/patch faulty firmware **4.** Server should support agentless management using the out-of-band remote management port **5.** The server should support monitoring and recording changes in the server hardware and system configuration. It assists in diagnosing problems and delivering rapid resolution when system failures occur **6**. Applications to access the server remotely using popular handheld devices based on Android or Apple IOS should be available **7**. Remote console sharing upto 6 users simultaneously during pre-OS and OS runtime operation, Console replay - Console Replay captures and stores for replay the console video during a server's last major fault or boot sequence. Microsoft Terminal Services Integration, 128 bit SSL encryption and Secure Shell Version 2 support.Should provide support for AES and 3DES on browser.Should provide remote firmware update functionality.Should provide support for Java free graphical remote console. **8**. Should support managing multiple servers as one via  Group Power Control Group Power Capping Group Firmware Update Group Configuration Group Virtual Media and Encrypted Media Group License Activation **9**. Should support RESTful API integration **10**. System should support embedded remote support to transmit hardware events directly to OEM or an authorized partner for automated phone home support |  |  | | 22 | Server Management | | 1. Software should support dashboard view to quickly scan the managed resources to assess the overall health of the data center. It should provide an at-a-glance visual health summary of the resources user is authorized to view.  2. The Dashboard minimum should display a health summary of the following: • Server Profiles • Server Hardware • Appliance alerts  3. The Systems Management software should provide Role-based access control.  4.Management software should support integration with popular virtualization platform management software like VCenter, and SCVMM  5.Should help provide proactive notification of actual or impending component failure alerts on critical components like CPU, Memory and HDD.  6. Should provide an online portal that can be accesible from anywhere. The portal should provide one stop, online access to the product, support information and provide information to track warranties, support contracts and status. The Portal should also provide a personalised dashboard to monitor device heath, hardware events, contract and warranty status. Should provide a visual status of individual devices and device groups. The Portal should be available on premise (at our location - console based) .  Should help to proactively identify out-of-date BIOS, drivers, and Server Management agents and enable the remote update of system software/firmware components. |  |  | | 23 | Warranty | | Server Warranty includes 3-Year Parts, 3-Year Labor, 3-Year Onsite support with next business day response. |  |  | | Slno | | Criteria | Requirement for Backup Server(DC) | Compliance  (Yes/No) | | | 1 | | Chassis | 2 U Rack Mountable |  | | | 2 | | CPU | One number of latest generation Intel 8 Cores Intel Xeon-Silver 4215R processors |  | | | 3 | | Memory | 24DIMM slots. 2\*32 GB DIMMS scalable upto 1.5 TB using DDR4 Load Reduced DIMM (LRDIMM) operating at 2933MHz MHz (depending on processor model)  Should be capable of identifying and reporting whether genuine OEM memory is installed for system reliability |  | | | 4 | | Memory protection | Advanced ECC with multi-bit error protection, Online spare, mirrored memory and fast fault tolerance |  | | | 5 | | HDD Bays | Populated with 64TB 7.2K RPM SATA HDD Support 12+4+3 LFF with 2 SFF HDD/SSD  The drive carrier should have intuitive icon based display along with "DO NOT REMOVE" caution indicator that gets activated automatically in order to avoid data loss/downtime due to wrong drive removal. |  | | | 6 | | Hard disk Drive | Hot Plug LFF SATA/SAS/SATA SSD/SAS SSD |  | | | 7 | | Controller | Server should support Onboard SATA software RAID controller supporting SSD/HDD and at least two M.2 drives  In addition, server should support one of the below controllers supporting Mixed Mode which combines RAID and HBA mode,  PCIe 3.0 based 12Gb/s SAS Raid Controller with RAID 0/1/1+0/5/50/6/60/1 Advanced Data Mirroring/10 Advanced Data Mirroring (onboard or on a PCI Express slot) or PCIe 3.0 based 12Gb/s SAS Raid Controller with RAID 0/1/1+0/5/50/6/60/1 Advanced Data Mirroring/10 Advanced Data Mirroring with 4GB battery backed write cache (onboard or on a PCI Express slot) Storage controller should support Secure encryption/data at rest Encryption |  | | | 8 | | Networking Features | Server should support below networking cards: 1. 1Gb 4-port network adaptors 2. 10Gb 2-port Ethernet adaptor |  | |  |  |  |  |  | | --- | --- | --- | --- | | 9 | Interfaces | Serial - 1 Micro SD slot - 1 USB 3.0 support With Up to 5 total: 1 front, 2 rear, 2 internal (secure) |  | | 10 | Bus Slots | Eight PCI-Express 3.0 slots, atleast two x16 PCIe slots |  | | 11 | Power Supply | Should support 800W hot plug redundant low halogen power supplies with minimum 94% efficiency |  | | 12 | Fans | Redundant hot-plug system fans |  | | 13 | Industry Standard Compliance | ACPI 6.1 Compliant PCIe 3.0 Compliant PXE Support Energy Star ASHRAE A3/A4 UEFI 2.6 SMBIOS Redfish API SNMP v3 TLS 1.2 DMTF Systems Management Architecture |  | | 14 | System Security | UEFI Secure Boot and Secure Start support Security feature to ensure servers do not execute compromised firmware code FIPS 140-2 validation Support for Commercial National Security Algorithms (CNSA) Common Criteria certification Configurable for PCI DSS compliance Advanced Encryption Standard (AES) and Triple Data Encryption Standard (3DES) on browser Tamper-free updates - components digitally signed and verified Secure Recovery - recover critical firmware to known good state on detection of compromised firmware Ability to rollback firmware Secure erase of NAND/User data TPM (Trusted Platform Module) 1.2 TPM (Trusted Platform Module) 2.0 Smart card (PIV/CAC) and Kerberos based 2-factor Authentication Configurable for PCI DSS compliance Secure erase of NAND Chassis Intrusion detection |  | | 15 | Operating Systems and Virtualization Software Support | Microsoft Windows Server Red Hat Enterprise Linux (RHEL) SUSE Linux Enterprise Server (SLES) VMware  Hyperware ClearOS |  | | 16 | GPU Support | System should support NVIDIA's latest computational accelerators and graphics accelerators |  | | 17 | System Tuning for Performance | 1. System should support feature for improved workload throughput for applications sensitive to frequency fluctuations. This feature should allow processor operations in turbo mode without the frequency fluctuations associated with running in turbo mode 2. System should support workload Profiles for simple performance optimization |  | | 18 | Secure Encryption | System should support Encryption of the data (Data at rest) on both the internal storage and cache module of the array controllers using encryption keys. Should support local key management for single server and remote key management for central management for enterprise-wide data encyption deployment. |  | | 19 | Provisioning | 1. Should support tool to provision server using RESTful API to discover and deploy servers at scale 2, Provision one to many servers using own scripts to discover and deploy with Scripting Tool (STK) for Windows and Linux or Scripting Tools for Windows PowerShell |  | | 20 | Firmware Security | 1. For firmware security, system should support remote management chip creating a fingerprint in the silicon, preventing servers from booting up unless the firmware matches the fingerprint. This feature should be immutable 2. Should maintain repository for firmware and drivers recipes to aid rollback or patching of compromised firmware. Should also store Factory Recovery recipe preloaded to rollback to factory tested secured firmware |  | | 21 | Embedded Remote Management and firmware security | **1.** System remote management should support browser based graphical remote console along with Virtual Power button, remote boot using USB/CD/DVD Drive. It should be capable of offering upgrade of software and patches from a remote client using Media/image/folder; It should support server power capping and historical reporting and should have support for multifactor authentication **2.** Server should have dedicated 1Gbps remote management port **3**. Remote management port should have storage space earmarked to be used as a repository for firmware, drivers and software components. The components can be organized in to install sets and can be used to rollback/patch faulty firmware **4**. Server should support agentless management using the out-of-band remote management port **5**. The server should support monitoring and recording changes in the server hardware and system configuration. It assists in diagnosing problems and delivering rapid resolution when system failures occur **6**. Applications to access the server remotely using popular handheld devices based on Android or Apple IOS should be available **7**. Remote console sharing upto 6 users simultaneously during pre-OS and OS runtime operation, Console replay - Console Replay captures and stores for replay the console video during a server's last major fault or boot sequence. Microsoft Terminal Services Integration, 128 bit SSL encryption and Secure Shell Version 2 support.Should provide support for AES and 3DES on browser.Should provide remote firmware update functionality.Should provide support for Java free graphical remote console. **8**. Should support managing multiple servers as one via  Group Power Control Group Power Capping Group Firmware Update Group Configuration Group Virtual Media and Encrypted Virtual Media Group License Activation **9**. Should support RESTful API integration **10**. System should support embedded remote support to transmit hardware events directly to OEM or an authorized partner for automated phone home support |  | | 22 | Server Management | Software should support dashboard view to quickly scan the managed resources to assess the overall health of the data center. It should provide an at-a-glance visual health summary of the resources user is authorized to view.  The Dashboard minimum should display a health summary of the following: • Server Profiles • Server Hardware • Appliance alerts  The Systems Management software should provide Role-based access control  Management software should support integration with popular virtualization platform management software like vCenter, and SCVMM  Should help provide proactive notification of actual or impending component failure alerts on critical components like CPU, Memory and HDD.  Should provide an online portal that can be accesible from anywhere. The portal should provide one stop, online access to the product, support information and provide information to track warranties, support contrats and status. The Portal should also provide a personalised dashboard to monitor device heath, hardware events, contract and warranty status. Should provide a visual status of individual devices and device groups. The Portal should be available on premise (at our location - console based) or off premise (in the cloud).  Should help to proactively identify out-of-date BIOS, drivers, and Server Management agents and enable the remote update of system software/firmware components.  The Server Management Software should be of the same brand as of the server supplier. |  |  |  |  |  |  | | --- | --- | --- | --- | | 23 | Warranty | Server Warranty includes 3-Year Parts, 3-Year Labor, 3-Year Onsite support with next business day response. |  | |
|  |  |

**I / we hereby confirm to comply all the above points.**

*Signature with date of Authorized signatory*

*Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*Designation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*Firm’s Seal:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

**Annexure - C**

**Undertaking**

To:

The General Manager (Corporate Materials),

M/s. BEML LTD

Bangalore-27

Dear Sir,

Having examined the Bid Invitation No. **6300033706 dated 05.08.2020**, the receipt of which is hereby duly acknowledged, we, the undersigned, hereby confirming that we read, understood and accepting all the terms & conditions available in the tender. Further, we indicate that upon selection, we will execute the assignment as per the tender terms and conditions.

*Signature with date of Authorized signatory*

*Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*Designation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*Firm’s Seal:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

**Annexure - D**

**Special Conditions arising out of implementation of GST**

**(Which is to be signed and submitted along with the offer)**

**GST Terms & Conditions**

1. The Supplier is required to comply with all the applicable provisions of the GST Laws/Rules/Notifications/Circulars and to furnish required documents/details within the prescribed time limit to enable BEML to claim the benefits of GST Input Tax Credit or any other benefit.
2. The Supplier is required to furnish proper Invoice/Supplementary Invoice/Debit Note/Credit Note in the form and manner prescribed under GST Laws/Rules/Notifications/Circulars containing all the particulars mentioned therein and within the prescribed time limit as per prevailing GST Laws/Rules/Notifications/Circulars. In case of non-compliance by the Supplier, BEML shall not make any payment towards GST against such invoice until it is complied with within the timeline prescribed under GST Laws/Rules/Notifications/Circulars, and also subject to BEML being in a position to avail GST Input Tax Credit as per applicable GST Laws/Rules/Notifications/Circulars.
3. In case of discrepancy in the data uploaded by the Supplier in the GSTN portal or incase of any shortages or rejection in the supply, BEML will notify the Supplier of the same. Supplier has to rectifythe data discrepancy in the GSTN portal or issue Credit note (details to beuploaded in GSTN portal) for the shortages or rejections in the supplies, withinthe prescribed time limit to enable BEML to avail GST Input Tax Credit.
4. In case, the availment of GST Input Tax Credit by BEML is delayed for any reason other than those attributable to BEML, interest at applicable rate as prescribed under GST Laws/Rules/Notifications/Circulars for such delays shall be recovered from the Supplier.
5. In case Supplier delays declaring such invoice in his GST Return and GST Input Tax Credit availed by BEML is denied or reversed subsequently as per GST Laws/Rules/Notifications/Circulars, GST amountpaid by BEML towards such reversal as per GST Laws/Rules/Notifications/Circulars shall be recoverable from Supplier along with applicable interest.
6. If BEML has not paid/short paid to the Supplier for any invoices within the time limit prescribed under GST Laws/Rules/Notifications/Circulars due to non-compliance of GST Laws/Rules/Notifications/Circulars by Supplier or any other reason attributable to Supplier and leads to any GST Input Tax Credit reversal by BEML, any losses/expenses/cost/penalty, etc incurred by BEML shall be recoverable from the Supplier.
7. Wherever applicable, BEML will have the right to deduct “Tax Deducted at Source” at the rate prescribed under the GST Laws/Rules/Notifications/Circulars and to remit the same to the Government.
8. In case of supplies made under Reverse Charge Mechanism, the Supplier needs to comply with the provisions under the GST Laws/Rules/Notifications/Circulars in terms of supply of Goods/Services and raising of invoice, so as to enable BEML to remit applicable GST to Govt., within the prescribed time limit and avail GST Input Tax Credit on the same. If the Supplier fails to comply with the above and as a result if BEML incurs any losses/expenses/cost/penalty, BEML shall be entitled to recover the same from the Supplier. Further the Supplier has to mention that “the liability of payment of GST amounting to Rs ……. is on the Recipient of Service” in the invoice raised on BEML.
9. The Supplier is required to comply with the E-Way Bill Provisions under GST Laws/Rules/Notifications/Circulars. If the Supplier fails to comply with the said provisions and as a result if BEML incurs any losses/expenses/cost/penalty, BEML shall be entitled to recover the same from the Supplier.
10. In case of materials/goods issued to Supplier for Job Work, the Job Work Supplier is required to return the goods within the time limit prescribed in the Purchase Order. If the Job Work Supplier fails to return the goods as above, BEML will be entitled to raise a GST Supply Invoice on the Job Worker Supplier with applicable interest as per the provisions of GST Laws/Rules/Notifications/Circulars. In such cases, BEML will be entitled to recover all such GST/interest on GST /losses/expenses/cost/penalty, etc. incurred by BEML along with interest from the Job Work Supplier. Further in such cases where the GST invoice has been raised by BEML, on return of such goods after the prescribed time limit, the Job Work Supplier needs to return the same under GST invoice.
11. GST portion of the invoice shall be released only upon the Supplier declaring such invoice in his GST Return and payment of GST thereof to appropriate government and satisfying all the conditions mentioned above. However, in case the Supplier wishes to obtain the payment of GST portion also along with the payment of the base value of the invoice, Supplier has the option to submit Bank Guarantee of an amount equivalent to the GST portion of the invoice plus 3 months’ interest at prevailing rate of interest under GST Laws/Rules/Notifications/Circulars as applicable in case of reversal of GST Input Tax Credit. Such Bank Guarantee shall be valid till 30th September of the next financial year or filing of GST Annual Return by Supplier/Vendor (for which such invoice pertains to), whichever is earlier. BEML will release Bank Guarantee only when the Supplier declaring such invoice in his GST Return and remittance of GST thereon to the Govt. In case the Supplier fails to fulfill the required conditions resulting in BEML not been able to avail GST Input Tax Credit Bank Guarantee shall be encashed and such GST amount along with interest and any other cost/loss incurred by BEML shall be recoverable from Supplier.
12. The Supplier have the option to give one Bank Guarantee of appropriate value after considering his estimated value of GST involved in invoices raised on BEML instead of Bank Guarantee for each Contract/Invoice. In case of payment through LC, suitable provisions/clause will be inserted while opening LC to ensure compliances of above conditions. However, if at any point of time value of such Bank Guarantee falls short of GST plus interest thereof, Supplier will have to either furnish Bank Guarantee for Differential value or such shortfall value of Bank Guarantee vis-à-vis GST plus interest thereof shall be withheld till Suppliers fulfils its obligations specified under above clauses.
13. BEML will be entitled to recover all losses/expenses/cost/penalty, etc. incurred by BEML along with applicable interest from the Supplier due to reasons other than those attributable to BEML.
14. If the Supplier is a Composition/Unregistered Dealer, the Supplier needs to comply with the provisions under the GST Laws/Rules/Notifications/Circulars in terms of supply of Goods/Service and raising of invoice. In case, the Supplier fails to comply with the above and as a result if BEML incurs any losses/expenses/cost/penalty, BEML shall be entitled to recover the same from the Supplier along with applicable interest.

Place:

Date:

for M/s…………………..

Signature

**Annexure - E**

**UNDERTAKING**

This is to certify that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Name of the Firm) has not been banned / black listed / debarred from Trade by any Central /State Govt. Dept. / Autonomous Institution / PSUs in India.

I / we hereby certify that all the information given above is factual.

Signature with date of Authorized signatory

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Designation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Firm’s Seal:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Annexure - F**

DETAILS TO BE FILLED/ UPLOADED BY THE PARTICIPATING FIRM

|  |  |  |
| --- | --- | --- |
| Sl. No. | Description | Details to be filled/uploaded |
| 1 | Name of the Firm& Postal address for correspondence (With name of the Contact Person) with telephone number, fax and email id |  |
| 2 | Bank Details like Bank account numbers & IFSC code with Banker’s Name, Address & Contact No.: | Bank account numbers :-  IFSC Code:  Banker’s Name :-  Address :-  Contact Number :- |

I / we hereby certify that all the information given above is factual.

Signature with date of Authorized signatory

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Designation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Firm’s Seal:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Annexure – G**

**BIDDER HAS TO UPLOAD THE FOLLOWING COMPLIANCE SHEET AS PART OF THE TECHNICAL BID.**

| **SL No.** | **Particulars** | **Details to be uploaded by Service Provider** | | **Compliance**  **(Yes/No)** |
| --- | --- | --- | --- | --- |
| **MANDATORY CLAUSE (SLNO 1 TO 6)** | | | |  |
| **1** | The bidder and its associated group companies delivering the IT Services must have ISO 27001 / ISO 9001 or any equivalent ISO Certificate | | Please upload the required Document |  |
| **2** | The bidder should have their Remote Operations Support Centre in India with 24x7x4 toll free access. The Remote Support Centre should be manned by the officials having ITIL v3 certification or equivalent. | | Bidder to upload the required document. Self-Declaration with copy of valid ITIL certificate/ or equivalent of engineers |  |
| **3** | Average annual financial turnover during the last three years, ending 31st March of the previous financial year (i.e.2016-17 ,2017-18& 2018-19) should be minimum **Rs. 21.60 Lakhs** | | 2016-17 Rs.  2017-18Rs.  2018-19Rs.  Audited copies of Profit & Loss account balance sheet for previous three financial years duly certified by the auditor shall be uploaded in the c- folder. |  |
| **4** | Experience of having successfully completed similar works **(**supply & installation of Backup Software / Replication / Migration/ DR tools**)** during last 3 years ending last day of month previous to the one in which tenders are invited should be either of the following:  a. Three similar completed works each costing not less than **Rs. 28.80Lakhs**  Or  b. Two similar completed works each costing not less than **Rs. 36 Lakhs**  Or  c. One similar completed works each costing not less than **Rs. 57.60Lakhs** | | Documentary proof i.e. **Purchase order / Work order** clearly indicating the value of the order, shall be uploaded in the c- folder. |  |
| **5** | Bidder has to upload the filled & upload the **Specifications for Hardware & Software** as indicated in **Annexure - B).** | | Please upload filled-in format as per **Annexure - B** in c- folder |  |
| **6** | An Undertaking has to be uploaded by the bidders stating that they have read, understood and agreeing to all tender terms and conditions of the tender. | | Undertaking document as per the **Annexure – C** |  |
| **7** | Special Conditions arising out of implementation of GST Tax Indemnity clause | | **Annexure – D** to be signed and uploaded in the c- folder. |  |
| **NON MANDATORY CLAUSE (SLNO 8 TO 11)** | | | |  |
| **8** | The vendor should not have been blacklisted by any government/ PSU/Reputed Listed company for corrupt or fraudulent practices or non-delivery, non-performance. | | Undertaking document as per the **Annexure –E** to be uploaded |  |
| **9** | The bidder/OEM must possess all valid certificates as mentioned below and should upload copies of the same:   * + - * 1. PAN Number         2. GST Registration details/ Certificate | | Please upload scanned copies of   1. PAN Number 2. GST Registration details/ Certificate |  |
| **10** | Brief Details about the Firm | | Please upload filled-in format as per **Annexure - F** in c- folder |  |
| **11** | Bidder has to upload compliance sheet as part of the technical bid. | | Please upload **Annexure – G** |  |

Signature with date of Authorized signatory

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Designation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Firm’s Seal:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Annexure - H**

**FORMAT OF PERFORMANCE BANK GUARNATEE**

Bank Guarantee No……………

Dated …………………………….

Amount ………………………….

Valid upto ……………………….

Claim upto ………………………

The General Manager (…)

BEML Limited

…………………

…………………

…………………

M/s ………………………….(Name of the Firm) having their office at …………..and its Registered office at …………………………………………….( hereinafter called the Service Provider) has entered into an agreement No:……………………………. (hereinafter called the said agreement) with M/s BEML Limited, Bangalore (hereinafter called the Company) for under mentioned Contract---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------- on the terms and conditions in the said agreement.

In terms of the said agreement the Service Provider is required to and has agreed to furnish to the company a Bank Guarantee for a sum of Rs……. (Rupees…… only) towards security for the due and faithful performance of the terms of the said agreement and against any loss ordamage caused to or would be caused to or suffered by the company by reason of any breach by the said Service Provider of any of the terms or conditions contained in the said agreement.

(Name of the BANK) having its office at ………………… …………………………………… has agreed at the request of the Service Provider to give the guarantee hereinafter contained.

We, (Name of the BANK) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur or protest merely on a demand from the company in writing stating that the amount due by way of any loss or damage caused to or would be caused to or suffered by the company by reasons of any breach by the said contractor(s) of any of the terms & conditions contained in the said agreement or by reason of the said contractor’s failure to perform the said agreement. Any such demand made on the Bank by the company shall be conclusive as regards the amount due and payable by the Bank under this Guarantee upto**xx/xx/xxxx (date)** or the extended period if any. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs……… (Rupees……….. only). Any change or variation in the constitution of the company shall not discharge the Bank from its liability to pay the amount under this Guarantee.

We, (Name of the BANK) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the company or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the company certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s).

Unless a demand or claim under this Guarantee is made on us in writing on or before **xx/xx/xxxx (date)** or the extended period if any, we shall be discharged from all liability under this Guarantee thereafter.

We, (Name of the BANK) further agree with the company that the company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time of performance by the said contractor(s) from time to time or to postpone from any time or from time to time any of the powers exercisable by the company against the said contractor(s) and to for-bear or to enforce any of the terms & conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or by any such matter of thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

We, (Name of the BANK) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the company in writing.

This Guarantee is effective from **xx/xx/xxxx (date)to xx/xx/xxxx (date)** or the extended period if any, including the claim period of 6 (six) months and the same shall be extended at the instance of the Company.

This Guarantee will remain valid for a period of 42 months from **xx/xx/xxxx (date)to xx/xx/xxxx (date)** or any extended time and any claim under this Guarantee must be preferred on the Bank in writing within 6 (six) months from the date of expiry i.e. on or before **xx/xx/xxxx (date)** or the extended period.

Notwithstanding any thing contained herein above our liability under this Guarantee is limited to Rs……… (Rupees…….. only) in aggregate and it shall remain in full force upto **xx/xx/xxxx (date)** unless extended. Any claim under this Guarantee must be received by us on or before **xx/xx/xxxx (date)** or the extended period and if no such claim is received by us within **xx/xx/xxxx (date)** or the extended period. Company’s right under this Guarantee will cease and we shall be relieved and discharged from all liabilities under this Guarantee thereafter.

Date :

Place :