



**CLOSED - REQUEST FOR PROPOSAL (RFP) FOR
SUPPLY AND INSTALLATION OF NETWORK SWITCHES (L2&L3)**

(RFP No: BCML/ IT/ 2024-25/002)

Sr No	Activity	Detail
1	RFP Number	BCML/ IT/ 2024-25/002
2	Bid Document availability including changes/amendments if any to be issued	RFP may be downloaded from Company's website as below https://www.bobcaps.in/tenders.asp
3	Release of RFP	December 2, 2024
4	Pre-Bid queries	Queries on email by December 5, 2024, 15:00 HRs
5	Technical & Financial Bid submission (Offline)	December 12, 2024 - 15:00 HRs
6	Technical Bid Opening	December 12, 2024- 16:00 HRs
7	Opening of Financial Bids	December 13, 2024- 15:00 HRs (Tentative Schedule)
8	Method of Selection	The method of selection is on the basis of Techno-Commercial
9	Contact Details	Mr. Vivek Jadhav (AVP – IT) Board: +91 22 61389300, Direct: +91 22 61389355 Mobile: +91 9769954559 Email- vivek.jadhav@bobcaps.in it@bobcaps.in

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INVITATION FOR BIDS

BOB Capital Markets Ltd. (BOBCAPS) is a wholly owned subsidiary of Bank of Baroda. BOBCAPS provide full suite of investment banking and broking services to our clients, offering innovative ideas and seamless execution. We are focused on delivering tailor-made financial solutions that are suitable to our clients' needs.

Our primary businesses include:

Investment Banking - Equity: M&A Advisory, Equity Capital raising through both Public and Private Markets

Investment Banking - Debt: Debt Syndication, Stressed Asset Resolution, Debt Capital Markets

Institutional Equities: Institutional Sales, Trading and Research

Retail Broking: Online Trading, Call n Trade, Retail Research

BOBCAPS invites sealed bids for “**SUPPLY AND INSTALLATION OF NETWORK SWITCHES (L2 & L3)**” (as per specifications mentioned under **Annexure - A**) at its BKC, Mumbai locations.

1. The RFP document can be downloaded from the BOBCAPS website.
<https://www.bobcaps.in/tenders.asp>
2. The last date for submission of bid is December 12, 2024 up to 3:00 PM. The RFP Document should be addressed to:

**IT Department,
BOB Capital Markets Limited
Parinee Crescenzo, 1704, B Wing, G Block,
Bandra Kurla Complex, Bandra East, Navi Mumbai 400051
Board: +91 22 6138 9300**

The documents (Hard Copies) need to be deposited in the RFP Box kept at reception at the above-mentioned address. Bids received after 3:00 PM, August XX, 2024 will not be accepted or considered under any circumstances.

EARNEST MONEY DEPOSIT (EMD)

The offer for “**SUPPLY AND INSTALLATION OF NETWORK SWITCHES (L2 & L3)**” must be accompanied with a deposit in the form of Bank Guarantee (BG)/Demand Draft (DD) for amount of Rs. 2,00,000/- (Rupees Two Lakh only) payable at Mumbai in favor of “BOB Capital Market Limited” issued by any Scheduled Bank, which would carry no interest. Non-submission of EMD along with Technical Bid will disqualify the Bidder and his Commercial Bids will not be entertained.

The EMD and/or the Performance Guarantee to be furnished by the successful Bidder may be forfeited if the Bidder:

i. Withdraws his bid at any time before the LOI or Purchase Order or Advice for execution is issued against the respective RFP.

OR

ii. Fails or refuses to receive the Purchase Order within two working days from the date of issuance of the Purchase Order.

OR

iii. Fails or refuses to execute the work after having been identified as L1 before or after LOI/Purchase Order/Advice for execution is issued.

OR

v. Fails or refuses to execute the Contract within 10 days of issue date of PO.

OR

vi. Fails or refuses to execute the work as per the Contract.

OR

vii. The Hardware supplied is not accepted by BOBCAPS Official/s and due to non-compliance of any terms & conditions of RFP.

OR

viii. Fails to commence the delivery installation and commissioning within 10 days of issue date of PO.

NOTE:

1. SSI Units registered with NSIC and MSME can avail the following benefit on submission of relevant certificate:
Exemption from payment of EMD (Earnest Money Deposit).
2. The EMD amount submitted by the Bidder will be returned, without any interest, to the unsuccessful Bidders after issuance of Purchase Order to the successful bidder.
3. Unsuccessful Bidder's Bid security will be returned after completion of tender process.

PERFORMANCE BANK GUARANTEE (PBG)

In addition to the Earnest Money Deposit mentioned in this RFP document, BOCAPS has decided to obtain Security Deposit in the form of Performance Bank Guarantee (PBG).

The PBG shall be returned only after the successful completion of the period of contract & in case of any loss to BOBCAPS due to non-compliance of the terms & condition as agreed between the parties; the
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EMD shall be liable to be forfeited straight away without assigning any reasons and shall be agreed upon by the Successful Bidder while executing the Contract.

Successful Bidder is required to submit one Performance Bank Guarantees (PBG), in the format as provided in **Annexure - B**.

The Successful Bidder shall furnish one PBG issued by a scheduled commercial bank within 15 days of the receipt of acceptance of PO by BOBCAPS in the format as provided in the RFP.

The value of PBG should be 3% of the total contract value with a validity period of 36 Months from the date of issuance of PBG.

The value of PBG will have to be renewed /resubmitted with fresh validity and claim period in case of extension of the contract.

The proceeds of the performance security shall be recovered by BOBCAPS as compensation for any loss or damage resulting from the Bidder's failure to complete its obligations under and in accordance with the Contract.

Failure of the Successful Bidder to comply with the requirement of the Performance Bank Guarantee shall constitute sufficient grounds for the annulment of the award of Contract and forfeiture of the EMD, in which event BOBCAPS may award the Contract to the next best evaluated Bidder or call for new Bids. Any decision in this regard by BOBCAPS shall be final, conclusive and binding on the Bidder.

The incidental expenses of execution of the Contract as well as the conditions stipulated in the Contract shall be strictly adhered to and any breach / violation thereof shall entail termination of the Contract without prejudice to the other right of BOBCAPS including but not limited to the right to levy / impose and recover penalties as specified in this RFP document.

BIDDING PROCEDURE:

1. Bids are invited in a Two Bids System i.e. (1) Technical and (2) Financial.

Technical and Financial bids should be sealed separately and enclosed in a sealed envelope clearly indicating separately "**Technical Bid for SUPPLY AND INSTALLATION OF NETWORK SWITCHES (L2 & L3)**" and "**Financial Bid for SUPPLY AND INSTALLATION OF NETWORK SWITCHES (L2 & L3)**" addressed to IT Department, BOBCAPS.

2. Offline Documents/ Documents to be submitted in Hardcopy –

- i EMD in the form of BG/DD should be enclosed only in the envelope for Technical Bid. If the EMD is not enclosed as above, the bid is liable to be rejected, even if included in any other envelope which remains unopened at the time of opening the envelope for Technical Bid.
- ii The original copy of the letter of authorization shall be indicated by written power-of-attorney.

3. Sealed quotations shall be received not later than December 12, 2024- 3.00 P.M. No bids will be accepted after this date & time under any circumstances. BOBCAPS will not be responsible for any postal/courier delay and for reasons beyond the control of BOBCAPS.

4. Technical bids must contain the EMD for specified amount, along with complete technical details as desired by this tender. Technical bids of all the bidders will be opened on prescheduled date, time & venue. Technical bids without EMD will be summarily rejected. The financial bid will be opened after evaluation of the technical bid. Financial bid of only those meeting the requirement of BOBCAPS will be opened and no representation in this

regard will be entertained. The date and time of opening of the financial bid will be communicated later.

MINIMUM ELIGIBILITY REQUIREMENT:

The bidder should be an Authorized Partner of the **CISCO**.

1. The bidder should be a company registered in India as per Company Act 1956 /2013 or a partnership firm / a Limited Liability Partnership company under the Limited Liability Partnership Act 2008 in India for last 2 years from the date of RFP. **(Certificate of incorporation/Registration is to be submitted).**
2. The Bidder should be capable of delivering and installing the Storage Hardware within **6-8 Weeks** from the date of issue of the Purchase Order at Data Centre in BKC Mumbai. **(A self-certificate must be submitted along with the Bid).**
3. The Bidder should submit minimum **5 number** of purchase orders towards '**SUPPLY AND INSTALLATION OF NETWORK SWITCHES**' in India of the last 3 financial years i.e. 2021-22, 2022-23 and 2023-24.
4. The bidder should have a **minimum turnover of Rs. 20 crore** (Rupees Twenty crore) in each of the last 3 financial years i.e. 2021-22, 2022-23 and 2023-24. This must be the individual company turnover and not that of any group of companies. This must be substantiated by the audited Balance sheet of the Firm / Company for the relevant years.
5. The bidder should have positive operating Profit (as EBITDA i.e., Earnings, Before Interest, Tax, Depreciation & Amortization) in the last three financial years i.e. 2021-22, 2022-23 and 2023-24. Copies of the audited balance sheet and Profit/Loss statement of the firm is to be submitted.
6. Bidders should have Sales and support office in India. **(A self-certificate must be submitted along with the Bid).**
7. The warranty /Support provided by the bidder should have a back-to-back arrangement with the OEM (CISCO). **(A self-certificate must be submitted along with the Bid).**
8. The bidder should have support Centre with minimum 03 number of Certified Support engineers. **(A self-certificate must be submitted along with the Bid).**
9. The bidder must not be blacklisted by Bank of Baroda or any of its subsidiaries. **A self-certificate must be submitted along with the Bid.**
10. The bidder should be an authorized partner of Original Equipment Manufacturer (OEM) CISCO, (attach email confirmation / documentary proof on letterhead of CISCO as per sample Manufacturing Authorization Form (MAF) enclosed as Annexure – C)
11. Bidders can seek clarifications, raise queries etc. related to RFP by December 5, 2024, via email to it@bobcaps.in and Vivek.jadhav@bobcaps.in. The reply to clarifications sought or queries raised will be replied within 03 days. No clarifications in any other form will be provided.

Note: Bidder must comply with the above-mentioned criteria. Non-compliance with any of the criteria may lead to rejection of the offer. Photocopies of relevant documents/certificates should be submitted as proof in support of the claims made for each of the above-mentioned criteria. BOBCAPS reserves the right to verify/evaluate the claims made by the vendor independently. Any misrepresentation will entail rejection of the offer.

The following information must accompany the financial bid.

1	Name, address and telephone number of the firm/company	
2	Name of the contact person and contact details (mobile/telephone number etc.)	
3	Name of the Bank and full address	
4	Bank Account Number	
5	PAN & GSTIN (Attach self-certified copy)	
6	Copy of Partnership Deed/ Certificate of registration of company or any other document evidencing registration of the bidder	
7	Number of Years of Experience	
8	Provide the previous POs of the same items work executed during last three years (attested copies of the Orders to be enclosed – Minimum 2 Nos)	
9	List of service centers, nearest location of support Centre.	

I /We hereby certify that the information furnished above is full and correct to the best of my/our knowledge.

(Signature of the authorized Signatory)

Name:

Office Seal.

Date:

Place:

TERMS AND CONDITIONS

1. The financial bid should be valid for a period of not less than 90 days from the date of opening of the financial bid.
2. Financial Bids will be opened in the presence of the bidder's representatives, who choose to attend on the specified date and time. Only one representative shall be allowed to attend.
3. Payment will be released only on satisfactory services as per scope of work as certified by the officer in charge of BOBCAPS and after producing the invoice. The bidders, who do not agree to the above payment terms, are requested not to submit their bid.
4. In the event of dispute, CTO BOBCAPS shall be the sole arbitrator and his decision shall be final and binding on both the parties.
5. BOBCAPS does not bind itself to accept the lowest or any other offer and reserves the right to accept or reject any or all offers either in full or in part without assigning any reason.
6. Both the bidder and OEM must have sales and support service centers in India.
7. Bidder should provide details of its support, certification to this effect from the OEM.
8. If Bidder /OEM fails to meet the SLA, A penalty up to or equivalent to 1% of the purchase order value inclusive of all taxes, duties, levies etc., per week or part thereof, for Support delivery beyond due date of delivery, to a maximum of 5% of the total purchase order value inclusive of all taxes, duties, levies etc. If delay exceeds maximum.

DELIVERY

1. The Network Switches must be delivered and installed as per scope within a period of **10-12 Weeks** in total from the date of placing of the purchase order by BOBCAPS.
2. Bidder will have to pay late delivery charges to BOBCAPS at 1% of the purchase order value inclusive of all taxes, duties, levies etc., per week or part thereof, for late delivery beyond due date of delivery, to a maximum of 5% of the total purchase order value inclusive of all taxes, duties, levies etc. If delay exceeds the maximum percentage of 5%, BOBCAPS reserves the right to cancel the respective purchase order.
3. The bidder will be responsible for ensuring proper packing, delivery and receipt of the hardware and software related to hardware at the site(s). Sealed Boxes /packs will be opened in the presence of BOBCAPS officials. All accessories as part of the hardware / software to make the Network Switches should be delivered together with the equipment. Any component that has not been delivered or if delivered is not operational on account of which the equipment is not functioning, will be deemed / treated as non-delivery of the equipment thereby excluding BOBCAPS from all payment obligations under the terms of this purchase order. Partial delivery of equipment is not acceptable, and billing would start as per the terms only after full delivery and installation.

PROFORMA FOR FINANCIAL BID

S. No.	Details	Qty.	Unit Rate	Total
1	Network Switches – 48 Port (L3) – BKC Mumbai	2		
2	Network Switches –48 Port (L2) – BKC Mumbai	2		
3	Network Switches – 12 Port (L2) – NSE-COLO	1		
4	One Time Installation and	1		
5	Three years' Remote and Onsite Support	1		
Total Cost (in figures) With Installation				
BOBCAPS may purchase partial or additional hardware (as mentioned above). Please quote the price accordingly. BOBCAPS, however, is free to purchase additional hardware from any other source.				

* Please note the price should be quoted for each of the item and should be Exclusive of all taxes/charges and Inclusive of installations at BOBCAPS BKC, Mumbai and NSE-COLO Locations.

We accept that the rate quoted above shall remain valid for a period of 90 days from the last date of the RFP document, i.e., 90 days from the date of opening of Financial Bids.

(Signature and seal of the Bidder)

ANNEXURE - A

BILL OF MATERIAL (BOM)

L3 SWITCH - 48 PORT – BKC LOCATION (QTY.-2)

Part Number	Description	Service Duration (Months)	Qty
C9300X-48TX-E	Catalyst 9300 48-port mGig data only, Network Essentials	---	2
CON-SNT-C9300X47	SNTC-8X5XNBD Catalyst 9300 48-port mGig data only, Ne	36	2
C9300-DNA-E-48	C9300 DNA Essentials, 48-Port Term Licenses	---	2
C9300-DNA-E-48-3Y	C9300 DNA Essentials, 48-port - 3 Year Term License	36	2
C9300-NW-E-48	C9300 Network Essentials, 48-port license	---	2
SC9300UK9-1712	Cisco Catalyst 9300 XE 17.12 UNIVERSAL	---	2
PWR-C1-715WACP	715W AC 80+ platinum Config 1 Power Supply	---	2
C9300-SPS-NONE	No Secondary Power Supply Selected	---	2
CAB-TA-IN	India AC Type A Power Cable	---	2
C9300-SSD-NONE	No SSD Card Selected	---	2
STACK-T1-50CM	50CM Type 1 Stacking Cable	---	2
C9K-ACC-RBFT	RUBBER FEET FOR TABLE TOP SETUP 9200 and 9300	---	2
C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	---	2
CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300	---	2
C9300X-NM-8Y	Catalyst 9300 8 x 10G/25G Network Module SFP+/SFP28	---	2
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	---	2
C9300-SPWR-NONE	No Stack Power Cable Selected	---	2
SFP-10G-SR-S=	10GBASE-SR SFP Module, Enterprise-Class	---	6

L2 SWITCH - 48 PORT – BKC LOCATION (QTY.-2)

Part Number	Description	Service Duration (Months)	Qty
C9200L-48P-4X-E	Catalyst 9200L 48-port PoE+, 4 x 10G, Network Essentials	---	2
CON-SNT-C9200L4X	SNTC-8X5XNBD Catalyst 9200L 48-port PoE+, 4 x 10G, Ne	36	2
C9200L-DNA-E-48	C9200L Cisco DNA Essentials, 48-port Term license	---	2
C9200L-DNA-E-48-3Y	C9200L Cisco DNA Essentials, 48-port, 3 Year Term license	36	2
C9200L-NW-E-48	C9200L Network Essentials, 48-port license	---	2
CAB-TA-IN	India AC Type A Power Cable	---	2
PWR-C5-BLANK	Config 5 Power Supply Blank	---	2
C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	---	2
CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300	---	2
C9200L-STACK-KIT	Cisco Catalyst 9200L Stack Module	---	2
STACK-T4-1M	1M Type 4 Stacking Cable	---	2
C9200-STACK	Catalyst 9200 Stack Module	---	4
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	---	2

L2 SWITCH - 12 PORT – NSE-COLO LOCATION (QTY.-1)

Part Number	Description	Service Duration (Months)	Qty
C9300X-12Y-A	Catalyst 9300X 12x25G Fiber Ports, modular uplink Switch	---	1
CON-SNTP-C9300X21	SNTC-24X7X4 Catalyst 9300X 12x25G Fiber Ports, modul	36	1
C9300X-DNA-12Y-A	C9300 DNA Advantage, Term License	---	1
C9300-DNA-L-A-3Y	DNA Advantage 3 Year License	36	1
TE-EMBEDDED-T	Cisco ThousandEyes Enterprise Agent IBN Embedded	---	1
TE-EMBEDDED-T-3Y	ThousandEyes - Enterprise Agents	36	1
D-DNAS-EXT-S-T	Cisco DNA Spaces Extend Term License for Catalyst Switches	---	1
D-DNAS-EXT-S-3Y	Cisco DNA Spaces Extend for Catalyst Switching - 3Year	36	1
SC9300UK9-1712	Cisco Catalyst 9300 XE 17.12 UNIVERSAL	---	1
PWR-C1-715WAC-P	715W AC 80+ platinum Config 1 Power Supply	---	1
C9300-SPS-NONE	No Secondary Power Supply Selected	---	1

C9300X-NW-A-12	C9300 Network Advantage, 12-port license	---	1
C9300-STACK-NONE	No Stack Cable Selected	---	1
C9300-SPWR-NONE	No Stack Power Cable Selected	---	1
C9300-SSD-NONE	No SSD Card Selected	---	1
C9300X-NM-BLANK	Catalyst 9300 Network Module Blank Module	---	1
TE-C9K-SW	TE agent for IOSXE on C9K	---	1
C9K-ACC-RBFT	RUBBER FEET FOR TABLETOP SETUP 9200 and 9300	---	1
C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	---	1
CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300	---	1
C9300X-NM-NONE	Catalyst 9300 No-Network Module Selection	---	1
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	---	1
CAB-TA-IN	India AC Type A Power Cable	---	1

SCOPE OF WORK AFTER DELIVERY OF NETWORK SWITCHES BY SUCCESSFUL BIDDER:

Scope of work for switching implementation
Verification of bill of material
Inventory/license registration on Cisco portal
Pre-implementation kickoff meeting for requirement gathering/prerequisites sharing
Core switch installation – BKC
IP address and VLAN configuration
Stacking between core switches
Uplink termination from access switches to core switch
LACP configuration between access to core switch
Configure uplink port as trunk port with require VLAN's
Configuration of routing on core switch
Access switch installation – BKC
IP address and VLAN configuration
stacking between access switches
Uplink termination between access to core switch
LACP configuration between access and core switch
Connectivity check between client and server
Core switch installation – NSE-COLO
IP address and VLAN configuration
Uplink termination from access switches to core switch
Server connectivity to core switch
Configuration of Port to VLAN assignment
Configuration of routing on core switch
Connectivity check between client and server

Existing BOBCAPS Switches reconfiguration – BKC
IP address and VLAN configuration
stacking between access switches, if required
Uplink termination between access to Access or Core switches
Configuration of Port to VLAN assignment
Connectivity check between client and server

The successful bidder shall submit detailed Project plan post discussion with BOBCAPS IT Team. The project plan is expected to following key points:

Project Timeline: Break the project into phases (e.g., planning, implementation, testing, handover) with specific timeframes.

Milestones: Identify key milestones in the project such as:

- Network design approval
- Hardware delivery
- Switch installation and configuration completion
- Testing and validation completion

Risks and Mitigation

- Risk Assessment: Identify potential risks that could affect the implementation (e.g., hardware failure, delays in delivery).
- Mitigation Strategies: Outline steps to reduce or eliminate these risks.

ASSIGNMENT

The Bidder shall not assign as a whole or in part the obligations to perform under the contract, except with BOBCAPS’s prior written consent.

SUB-CONTRACT:

The Bidder shall obtain the consent of BOBCAPS in writing of all Sub-Contracts (if any) to be awarded under the Contract that is not already specified, in his bid. Such notification, in his original bid or later, shall not relieve the Bidder from any liability or obligation under the Contract.

OBLIGATION:

The entire responsibility of the supply, warranty and contract lies with the Bidder on whom the Purchase Order is placed and with whom the Contract is signed. The Supplier/s would be responsible and bear the additional cost (if any), incurred by the Purchaser on this account of the supply.

PAYMENT SCHEDULE:

Payment Upon Delivery and Installation of Hardware:

- **Percentage:** 90% of the total order value to be paid after delivery and the successful installation of the switches.

Balance Final Payment:

- Final 10% Balance payment is due only after the switches are fully operational, meeting the agreed-upon technical and functional requirements.
- Sign Off and Acceptance is subject to the acceptance by BOBCAPS, IT Team and on submission of Performance Bank Guarantee (PBG@ 3% as mentioned above).

ANNEXURE - B
PERFORMANCE BANK GUARANTEE FORMAT

(TO BE STAMPED AS AN AGREEMENT)

THIS PERFORMANCE BANK GUARANTEE AGREEMENT executed atthis..... day of 2024 by (Name of the Bank) having its Registered Office atand its Branch at

.....(hereinafter referred to as "the Guarantor", which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and permitted assigns) **IN FAVOUR OF BOB Capital Market Limited**, body corporate constituted under company act 1956 having its registered and corporate office at BOB Capital Markets Limited (BOBCAPS), 1704, B Wing, 17th Floor, Parinee Crescenzo, Plot No C – 38/39, G Block, Bandra Kurla Complex, Bandra (East) Mumbai – 400 051, hereinafter for brevity sake referred to as "**BOBCAPS**" which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns).

WHEREAS M/s _____, incorporated under _____ Act having its registered office at _____ and principal place of business at _____ (hereinafter referred to as "**Bidder**" which expression shall unless repugnant to the context or meaning thereof shall include its successor, executor & assigns) has agreed to supply of hardware/software and/ or services(hereinafter referred to as "**Services**") to BOBCAPS in accordance with the Request for Proposal (RFP) No. BCML/ IT/ 2024-25/002 dated December 2, 2024.

WHEREAS, BOBCAPS has agreed to avail Services from the Bidder for a period of 3 year(s).

WHEREAS, in accordance with terms and conditions of the RFP/Purchase order/Agreement dated....., Bidder is required to furnish a Bank Guarantee for a sum of Rs. _____/- (Rupees _____ only) for due performance of the obligations of the Bidder in providing the Services, in accordance with the RFP/Purchase order/Agreement guaranteeing payment of the said amount of Rs. _____/- (Rupees _____ only) to BOBCAPS, if Bidder fails to fulfill its obligations as agreed in RFP/Agreement.

WHEREAS the Bank Guarantee is required to be valid for a total period of _____ months and in the event of failure, on the part of Bidder, to fulfill any of its commitments / obligations under the RFP/Agreement, BOBCAPS shall be entitled to invoke the Guarantee.

AND WHEREAS, the Guarantor, at the request of Bidder, agreed to issue, on behalf of Bidder, Guarantee as above, for an amount of Rs. _____/- (Rupees _____ only).

NOW THIS GUARANTEE WITNESSETH THAT

In consideration of BOBCAPS having agreed to entrust the Bidder for rendering Services as mentioned in the RFP, we, the Guarantors, hereby unconditionally and irrevocably guarantee that Bidder shall fulfill its commitments and obligations in respect of providing the Services as mentioned in the RFP/Agreement and in the event of Bidder failing to perform / fulfill its commitments / obligations in respect of providing Services as mentioned in the RFP/Agreement, we (the Guarantor) shall on demand(s), from time to time from BOBCAPS, without protest or demur or without reference to Bidder and notwithstanding any contestation or existence of any dispute whatsoever between Bidder and BOBCAPS, pay BOBCAPS forthwith the sums so demanded by BOBCAPS in each of the demands, subject to a cumulative maximum amount of Rs. _____/- (Rupees _____ only).

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Any notice / communication / demand from BOBCAPS to the effect that Bidder has failed to fulfill its commitments / obligations in respect of rendering the Services as mentioned in the Agreement, shall be conclusive, final & binding on the Guarantor and shall not be questioned by the Guarantor in or outside the court, tribunal, authority or arbitration as the case may be and all such demands shall be honored by the Guarantor without any delay.

We (the Guarantor) confirm that our obligation to BOBCAPS, under this guarantee, shall be independent of the agreement or other understandings, whatsoever, between the BOBCAPS and the Bidder.

This guarantee shall not be revoked by us (the Guarantor) without prior consent in writing of the BOBCAPS.

WE (THE GUARANTOR) HEREBY FURTHER AGREE & DECLARE THAT-

Any neglect or forbearance on the part of BOBCAPS to Bidder or any indulgence of any kind shown by BOBCAPS to Bidder or any change in the terms and conditions of the Agreement or the Services shall not, in any way, release or discharge the Bank from its liabilities under this Guarantee.

This Guarantee herein contained shall be distinct and independent and shall be enforceable against the Guarantor, notwithstanding any Guarantee or Security now or hereinafter held by BOBCAPS at its discretion.

This Guarantee shall not be affected by any infirmity or absence or irregularity in the execution of this Guarantee by and / or on behalf of the Guarantor or by merger or amalgamation or any change in the Constitution or name of the Guarantor.

The guarantee shall not be affected by any change in the constitution of BOBCAPS or Bidder or winding up / liquidation of Bidder, whether voluntary or otherwise

This guarantee shall be a continuing guarantee during its validity period and the BOBCAPS can make its claim in one or more events within the total liability of the Guarantor mentioned herein.

This Guarantee shall remain in full force and effect for a period of ___ years from the date of the issuance i.e. up to _____. Unless a claim under this Guarantee is made against us within three (3) months from that date i.e. on or before _____, all your rights under this Guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

This guarantee shall be governed by Indian Laws and the Courts in Mumbai, India alone shall have the jurisdiction to try & entertain any dispute arising out of this guarantee.

Notwithstanding anything contained above:

- a) Our liability under this Bank Guarantee shall not exceed Rs...../- (Rupees only)
- b) This Bank Guarantee shall be valid up to.....
- c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if SBI serve upon us a written claim or demand on or before (date which is 3 months after date mentioned at (b) above.

Yours faithfully,

For and on behalf of the Bank.

ANNEXURE-C
MANUFACTURER'S AUTHORIZATION FORM (MAF)

Reference No. _____

Dated: _____

TO:

Dear Sir,

Tender Reference No. _____

We _____ who are established and reputable manufactures of do hereby authorize M/s _____ (Name and address of Authorized Partner) to offer their quotation, negotiate and conclude the contract with BOBCAPS against the above invitation for tender offer. We hereby extend our full Support and warranty as per terms and conditions of the tender and the contract for the equipment and services offered against this invitation for tender offer by the above firm. In case of M/s _____ is out of service due to any reason, we will make alternative arrangement for the Support and warranty of our product on same terms and condition.

Yours faithfully,

(Name)

For and on behalf of CISCO

Note: This letter of authority should be on the letterhead of the manufacturing concern and should be signed by a competent person from OEM CISCO