

# RFP for Digital Rights Management Solution

## Document Control Sheet

Name of the Organization	<b>StockHolding Document Management Services Ltd</b>
RFP Reference No.	SDMS/IT-Soft/2018-19/008
Date of issue of RFP Document	<b>25<sup>th</sup> Oct 2018</b>
Pre-bid Queries	Send your queries at vijaylakshmy.g@stockholdingdms.com yashraj.thakkar@stockholdingdms.com
Last Date and Time for submission of Bids	<b>15<sup>th</sup> Nov 2018</b> on or before 12:00 PM
Tender Fees	Tender Fees of Rs. <b>4,720/-</b> (Tender Fee: Rs. 4,000 + GST@18%: Rs. 720) to be paid in the form of Demand Draft issued by Scheduled/Nationalized bank in favour of Stockholding Document Management Services Ltd.
EMD	EMD of Rs. <b>1,00,000/-</b> to be paid in the form of Demand Draf 2 or BG (BG Format attached in Page No. 12) issued by Scheduled/Nationalized bank in favour of Stockholding Document Management Services Ltd. & payable at Navi Mumbai. EMD should be submitted in physical form on or before last date and time for submission of Bids. <b>Online payment option-</b>
Exemption for firms under NSIC /MSME	The firms who are registered with NSIC / MSME are exempted from payment of EMD, Tender Fee. The bidders have to attach NSIC/ MSME certificate along with the tender during submission.
Address for Communication & Submission of Sealed Bids	<b>Sr. Manager - IT</b> StockHolding Document Management Services Ltd SDMS House, Plot No.51, T.T.C. Industrial Area M.I.D.C., Opp. L&T Infotech, Mahape, Navi Mumbai - 400 710
Submission of Bids	<a href="https://stockholdingdms.eproc.in">https://stockholdingdms.eproc.in</a>
No of Pages in this RFP Document	<b>15 (Fifteen)</b>
This Bid document is not transferable	



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## DISCLAIMER

The information contained in this Request for Proposal (RFP) document or information provided subsequently to bidder(s) or applicants whether verbally or in documentary form by or on behalf of Stockholding Document Management Services Ltd (SDMS), is provided to the bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

This RFP document is not an agreement and is not an offer or invitation by SDMS to any parties other than the applicants who are qualified to submit the bids ("bidders"). The purpose of this RFP is to provide the bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each bidder may require. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice. SDMS makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. SDMS may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP



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# Stockholding Document Management Services Ltd.

CIN – U74140MH2006GOI163728

Website – [www.stockholdingdms.com](http://www.stockholdingdms.com)

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Stockholding Document Management Services Ltd (SDMS), a company incorporated under the Indian Companies Act 1956 and having its registered office at **Plot No. P -51, TTC Industrial Area, Mahape, Navi Mumbai – 400710**, intends to raise a RFP for Digital Rights Management Solutions.

Prices shall exclude taxes. Bidder needs to give detailed price break up of each component. The prices quoted by the bidder shall remain firm during the entire period of the contract and shall not be subject to variation on any account.

### **QUALIFYING / ELIGIBILITY CRITERIA**

**The firm / company shall fulfill the following criteria:**

1. The Firm should not have been debarred / blacklisted by any government, Semi Govt., P.S.U, Board/ Corporation or any Autonomous Body in last 3 years worldwide.
2. The firm /company should be the authorized dealers/agent of the company/who are able to provide PAN India support.

**The following documents should be contained, in Bid submission.**

- Covering letter stating the Bid Title, Bidders name, Address.
- Bidder should submit valid documentary proof of GST, PAN and other KYC Documents (e.g. Company Registration, any other certification).
- Bid to meet the requirement and specifications as per annexure I.
- Further, the rates shall be fixed and shall remain unchanged, for a period of 180 days.
- An undertaking stating the bidder satisfies the eligibility criteria as mentioned above.

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## EVALUATION PROCESS:

The bids shall be scrutinized by the committee, constituted for the purpose with right to inspection of manufacturing unit by the Committee. If the Bidders fulfill the Eligibility criteria, SDMS may call the bidder for presentation to understand the capability to supply and install the required service. The decision of the SDMS in this regard shall be final and binding.

On conclusion, SDMS shall raise the Purchase Order with the successful bidder detailing the commercials, period and terms & conditions.

## Annexure I – Requirements

### Technical Bid:

1. The technical bid will be evaluated for technical suitability as well as for other terms and conditions.
2. It is mandatory to provide the functional & technical details. Correct functional & technical information of the solution being offered must be provided in the structured format. The offer may not be evaluated by SDMS in case of non-adherence to the format or partial submission of technical details.
3. It should include Fees for tender document (if not submitted earlier) and EMD amount in the form of Demand Draft/BG valid for 6 months.
4. It should include "Authorization Letter" from OEMs (Original Equipment Manufacturers) of the quoted products, in case of 3rd party products.
5. It should include detailed technical specifications of the proposed hardware, OS, Data base or other software utility.
6. It should include details of server / Processor / Client licenses requirement for proposed components.
7. It should include compliance with all functional requirements
8. It should include compliance with technical requirements
9. It should include detailed architecture of the proposed solution with various features / functioning of the system / sub-system including fail over methodology / strategy at both Primary & DR site.

### ➤ Invitation for bids

This "Invitation for bids" is for providing a on premises Digital Rights Management Solution (DRM) in Dot Net and MYSQL.

### ➤ Due Diligence:

The bidder is expected to examine all instructions, Forms, Terms, Conditions and Specifications in this RFP. Bids shall be deemed to have been made after careful study and examination of this RFP with full understanding of its implications. The Bid should be precise, complete with all details required as per this RFP document. Failure to furnish all information required by this RFP or submission of Bid not as per RFP requirements will be at the bidder's risk and may result in rejection of the bid and the decision of SDMS in this regard will be final and conclusive and binding.

### ➤ Cost of Bidding:

The bidder shall bear all costs associated with the preparation and submission of its bid and SDMS will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

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➤ Contents of this RFP Document:

The requirements, bidding procedure, general terms & Conditions are prescribed in this RFP document. The RFP document consists of following Sections:

Section 1 - Introduction

Section 2 - Requirements

Section 3 - Scope of Work

Section 4 - Terms & Conditions

Section 5 - Bids Preparation and Submission Details

➤ Clarifications Regarding RFP Document:

- Before bidding, the bidders are requested to carefully examine the RFP Document and the Terms and Conditions specified therein, and if there appears to be any ambiguity, contradictions, gap(s) and/or discrepancy in the RFP Document, they should forthwith refer the matter to SDMS for necessary clarifications.
- A bidder requiring any clarification on this RFP may notify SDMS in writing to this e-mail address: vijaylakshmy.g@stockholdingdms.com prior to the last date of submission of bid.
- SDMS shall not be responsible for any external agency delays.
- The conditions stipulated in the agreement shall be strictly adhered to and violation of any of these conditions will entail termination of the contract without prejudice to the rights of SDMS to impose penalties to the extent of forfeiting the Bank Guarantee.
- Delay in implementation or service failure will lead to the penalty.
- If the Bidder does not deliver the Service as per the delivery schedule, or such authorized extension of delivery period as may be permitted in writing by SDMS, SDMS shall impose a penalty @ 0.5% of the total value of the Purchase Order for each week's delay subject to a maximum of 5% of the total value of the Order, without prejudice to any other right or remedy available under the Purchase Order.

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### Amendment of RFP Document:

- SDMS reserves the sole right for carrying out any amendments / modifications / changes in the bidding process including any addendum to this entire RFP
- At any time before the deadline for submission of bids / offers, SDMS may, for any reason whatsoever, whether at its own initiative or in response to a clarification requested by bidders, modify this RFP Document.
- All bidders who have received this RFP document shall be notified of the amendment in writing by e-mail or fax or post, and all such amendment(s) shall be binding on them.
- SDMS reserves the rights to extend the deadline for the submission of bids, if required. However, no request from the bidders for extending the deadline for submission of bids, shall be binding on SDMS.
- SDMS reserves the right to cancel the RFP without assigning any reasons.



# RFP for Digital Rights Management Solution

## Section-1: Introduction

StockHolding Document Management Services Ltd is the 100% subsidiary of Stock Holding Corporation of India Limited. Established in the year 2006. Process driven company for document storage solution in Physical and Digital realm. Recognized credentials in

1. End to End Document Management Solutions
2. Information Technology enabled Services (ITes)

SDMS with its registered office at SDMS House, Plot No.51, T.T.C. Industrial Area. M.I.D.C, Opp. L & T Infotech Mahape, Navi Mumbai 400 710 operated from has over 200 offices / facilitation centers across the country of SDMS Branches.

### Section 1.1 Introduction of Digital Rights Management Solutions

DRM Solution provides a secure online space for sharing confidential documents between companies. Its interface is specially tailored to accommodate business workflows, large-scale collaboration, and complex security scenarios with numerous parties.

## Section-2: Requirement

### FUNCTIONAL REQUIREMENTS

Prospective bidders are required to submit their response against each functionality mentioned here under, in the column "bidder Response" as follows:

Development of Application requires Rights Management Solution includes Security features like digital rights management, Enable/disable print, Download, move, copy & share features. It also requires some security features which mention detail in requirement section

RA- If the functionality is readily available in their solution

CU - The functionality will be available with customization (without additional cost)

AF - If alternate of the functionality is available (to be specified)

UA - The functionality cannot be provided

No	Requirement	Bidder Response (RA / CU / AF / UA)	Remarks
1	Inter-operability - The systems must seamlessly integrate with Core system Application and shall support interface with other open-standard systems		
2	Scalability should be high. The systems shall be designed for 24x7 operations.		
3	The proposed DRM Solution shall include the API Kit etc.		
4	The system shall provide XML based API toolkit for system integration and application development		
5	<b>→ Admin Panel- Rights Management</b> <ul style="list-style-type: none"><li>o Secure User Credentials.</li><li>o Allow Access As per Company</li><li>o Allow Access As per Role</li><li>o Allow access As per user</li></ul>		

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	<ul style="list-style-type: none"> <li>○ Restrict access to user</li> <li>○ Role creation</li> <li>○ Role delete</li> <li>○ Group Permission</li> <li>○ Allow changes in Application</li> <li>○ IP &amp; MAC based access</li> <li>○ 2 factor authentication</li> <li>○ Email &amp; SMS Notification on registration</li> <li>○ File level access</li> </ul>		
6	<p><b>→ Document Secure</b></p> <ul style="list-style-type: none"> <li>○ Restrict Viewing</li> <li>○ Restrict sharing</li> <li>○ Restrict Download</li> <li>○ Restrict copy</li> <li>○ Restrict edit</li> <li>○ Restrict Screenshot/Printscreen of application</li> <li>○ IP &amp; MAC Id restriction</li> <li>○ Dynamic Watermark</li> <li>○ Camera protection</li> <li>○ Scheduled bulk upload &amp; bulk download</li> <li>○ Download with encrypted format</li> <li>○ Password protection to the file</li> </ul>		
7	<p><b>→ Audit Trail</b></p> <ul style="list-style-type: none"> <li>○ Records Action of user</li> <li>○ Who upload the document</li> <li>○ Who download the document</li> <li>○ Who move/ copy the document</li> <li>○ User saw which content for how long viewed.</li> <li>○ Track record of File wise actions perform(move, copy, edit, rename)</li> </ul>		
8	<p><b>→ Some Additional Security Features includes</b></p> <ul style="list-style-type: none"> <li>○ Document Viewing time for particular page</li> <li>○ Edit Excel for viewing formula applied</li> <li>○ Jail view to protect document from taking photo</li> <li>○ Screenshot/Printscreen protection</li> <li>○ Control over document post download on local system</li> <li>○ Timely Access after Downloading</li> </ul>		



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	document <ul style="list-style-type: none"> <li>o Document Expiry</li> <li>o Dynamic Watermark</li> <li>o Login Expiry</li> <li>o Dynamic request Access</li> </ul>		
9	Ability to provide facility of putting text, graphic and image annotations with features like highlighting, marking text, underlining, image stamps etc on document pages		
10	Linking of Documents for cross-referencing related documents		
11	Check-In and Checkout support for collaborative working on documents		
12	The system shall support provide support for HTTP/SSL for secured data transfer		
13	The system shall support web-based administration module for the complete management of system		

### Additional Features (if any)

Bidders are required to provide details of additional features/facilities (technical as well as functional) if any available in their solution. A maximum mark of 5 will be provided based on the relevance/utility of the features provided.

It is to be noted that features already mentioned in the RFP should not be repeated in the additional features.

### Section-3: Scope of Work (SoW) / Service Level Agreement (SLA)

#### The bidder will complete the entire project as following

- The bidder will also provide pre-requisite details for the required hardware, OS, all software licenses (including third party software licenses), third party freeware etc. for SDMS Rights Management Solution
- The bidder will suggest the best practices on various aspects viz. architecture, policies, etc. to SDMS. The bidder will have to get the Solution Architecture Design approved by SDMS official.
- In case the terms of the SLA and/or Scope of Work are violated in any manner, SDMS reserves the right to terminate the SLA agreement immediately without notice. The bidder will provide details of any freeware (software) licenses required to be deployed in SDMS for the implementation of SDMS Rights Management Solution
- The bidder will also provide declaration to SDMS for the freeware and also provide letter to SDMS certifying the full use of freeware across SDMS offices.
- The bidder shall indemnify, protect and save SLA against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights, IPR, etc. or such other statutory infringements in respect of all the equipment, services, licenses, software, etc., offered by the bidder. If

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the bidder is not able to comply with this condition, the bid will be treated as non-responsive.

- Any publicity by the bidder in which name of SDMS is used should be done only with the explicit permission of SDMS. This service level agreement is an exclusive agreement between the bidder and SDMS. Neither party shall disclose any part of the agreement to a third party without the written permission of the other.

### Section 3.1 Scope of RFP

The scope of RFP for supply, installation and maintenance of Rights Management Solution, implementation is for **Data centre level with unlimited number of license/User.**

Area	Description
Secure Login	Login with secure credentials, 2 factor authentication requires while log in.( OTP over mail & SMS)
Document Security	Secure document from unauthorized user. Use valid Admin access & Credentials only.
Document level restriction	Restrict- Move, copy, upload, download, print, view, share, edit using rights management.
Scheduled upload/download/view	Upload file for limited time, after a defined span file will be not available for viewing.
On View security	Dynamic watermark, client name water mark with live time & ID stamping, IP & mac address watermark, print screen protection, jail view for camera protection
File access	Schedule file access, uploading ,downloading, user activation scheduling, separate file access, separate folder access, separate repository access
All file format support	Able to upload & download all file formats includes all Microsoft office files- word, excel, ppt image file formats –jpg, jpeg, bmp, png. Drawing & map files DWG & CDR files. Text files, pdf files, tiff files. Audi- MP3, video-MP4 file formats
Security for all file format	Provide security for all above mention file formats & able to download in their native format.
Special Security for Microsoft word & Excel files	Word files & excel files are able to view in application viewer in their original file format so user can check the formula applied to excel cells.
Unable to copy content	User is Unable to copy content in the document for all file format.
Secure sharing	Limited sharing access includes limited & scheduled downloading, limited downloads against particular file, particular folder, control over document post downloading on local system- User is unable to copy or change content.
Watermarking	File watermark is on only application viewer, not stamping on original document.
Scheduled upload & download	Upload & download scheduling, after downloading file must be in encrypted which requires password for viewing.
Audit trail	Audit trail of the application must catches the every action of user & generates Export a report in Excel format. audit report includes

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1. Upload document report
2. Download document report
3. User level report
4. Repository level report
5. Users action report
6. Single user report
7. Multiple user report
8. Document view time report against each document & each page viewing time
9. IP address, MAC address, user action, document visit count.

### Section-4: Terms & Conditions

#### SLA & NDA:

- The bidder shall sign SLA with SDMS within 15 working days from the date of Purchase Order.
- The bidder will submit Non Disclosure Agreement (NDA) within 15 days from the date of the Purchase Order.
- The draft text of SLA and NDA will have to be approved by SDMS legal department before execution or submission of the SLA and NDA
- SDMS reserves the right to negotiate with L1 & L2 vendor.

#### Deployment & Implementation:

- The bidder will deploy / implement the entire DRM in Dot net and MYSQL.
- Bidder needs to submit complete project plan along with necessary documents.
- The successful Service Provider/Agency shall complete and implement the project within the **15 working days** starting from the date of award of contract.

#### Period of contract

Service Provider/Agency would remain empanelled for a minimum period of three years during which time further such work can be got executed by SDMS at the approved rates. This period can be further extended after satisfactory performance review by SDMS and on such requirement.

### Section-5: Bid Preparation & Submission

- The bids not confirming to the RFP requirements shall be rejected
- The bidders should quote basic price, taxes and levies

#### Technical Bid:

- The bidder will submit Complete Project Plan (weekly basis) with respective Timelines in line with the SLA/SOW mentioned in the RFP
- There should not be any hidden / conditional costs in the bids and in the event of their presence in the bid, the bid is liable to be rejected.
- The price component furnished by the bidders will be solely for the purpose of facilitating the comparison of bids by SDMS and will not in any way limit SDMS's right to negotiate on any of the terms offered.
- No open ended / Conditional bid shall be entertained and are liable for rejection.

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The bidder will submit TECHNICAL and COMMERCIAL bids in a Separate sealed envelope. No indications pertaining to price or commercial terms should be made on the envelopes. If any price indications are made, then the bids may be rejected.

### **Annexure II –Payment Terms and guidelines for Tenderers**

Terms and Conditions:

#### **Payment Terms:**

1. payment of 20% will be given after PO is raise
2. Second installment of 30% shall be made after UAT installation
3. Remaining 50% payment will be made after the implementation & Go Live of Digital Rights Management Solution.
4. Taxes and levies are exclusive in the price bid. However, detailed break up of each and every activity should be provided. All the invoices must be in the name of "Stockholding Document Management Services Ltd" and needs to be submitted at our Mahape office. Applicable TDS will be deducted from the payment.
5. The said bid security amount (EMD) will be forfeited, if the bidder withdraws his proposal during the period of the proposal validity; or if the bidder, having been notified of the acceptance of its proposal by the purchaser during the period of validity of the proposal fails or refuses to execute the contract in accordance with the RFP.
6. The bid security amount (EMD) of the unsuccessful bidder(s) will be returned after completion of tendering process. However, the EMD of successful bidder will be returned within 30 days of date of acceptance of Purchase Order & submission of BG.



# RFP for Digital Rights Management Solution BANK GUARANTEE

## To

StockHolding Document Management Services Limited  
(formerly known as SHCIL Projects Limited)  
SHCIL House,  
P-51, T.T.C. Industrial Area,  
MIDC, Mahape,  
Navi Mumbai - 400710  
(Hereinafter referred to as "StockHolding DMS / you")

**THIS BANK GUARANTEE AGREEMENT** issued at ..... this..... day of ..... 2017 by (Bank Name) having its Registered Office at and 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 StockHolding Document Management Services Limited (formerly known as SHCIL Projects Limited), a company incorporated under the Companies Act, 1956 and having its registered office at SHCIL House, P-51, T.T.C. Industrial Area, MIDC, Mahape, Navi Mumbai – 400710** hereinafter referred to as "**StockHolding DMS**" which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns).

WHEREAS StockHolding DMS, a company incorporated under the Companies Act, 1956 and having its registered office at SHCIL House, P-51, T.T.C. Industrial Area, MIDC, Mahape, Navi Mumbai – 400710 has entrusted the task of **Procurement of \_\_\_\_\_** to Vendor Name. (hereinafter referred to as "vendor") having office at Address \_\_\_\_\_. and requires the Vendor to furnish a Bank Guarantee for a sum of Rs. \_\_\_\_\_/- (**Rupees \_\_\_\_\_ only**) as a Bank Guarantee.

2. **M/s. \_\_\_\_\_**, our constituent, has requested us to furnish guarantee to **StockHolding DMS Ltd.** in respect of the said sum of Rs. \_\_\_\_\_/- (**Rupees \_\_\_\_\_ only**).

## **NOW THIS GUARANTEE WITNESSETH AS FOLLOWS WITHOUT ANY DEMUR**

1. We \_\_\_\_\_, the Guarantors, do hereby irrevocably & unconditionally agree undertake to **StockHolding Document Management Services Limited**, their Successors, Assigns that in the event of StockHolding Document Management Services Limited coming to the conclusion that the Vendor - **M/s. \_\_\_\_\_** have not adhered to the terms and conditions of Stock Holding DMS or committed a breach thereof, which conclusion shall be binding on us as well as the said vendor, we shall on demand by StockHolding Document Management Services Limited, pay without demur to StockHolding Document Management Services Limited, a sum of **Rs. \_\_\_\_\_/-** (**Rupees \_\_\_\_\_ only**), or any lower amount that may be demanded by Stock Holding Document Management Services Limited. Our guarantee shall be treated as equivalent to the Security Deposit for the due performance of the obligations of the vendor under the said

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Conditions, provided, however, that our liability against such sum shall not exceed the sum of Rs. \_\_\_\_\_/- (**Rupees \_\_\_\_\_ only**).

2. We also agree to undertake to and confirm that the sum not exceeding Rs. \_\_\_\_\_/- (**Rupees \_\_\_\_\_ only**), as aforesaid shall be paid by us without any demur or protest, merely on demand from Stock Holding Document Management Services Limited on receipt of a notice in writing stating the amount is due to them and we shall not ask for any further proof or evidence in this regard. The notice from Stock Holding Document Management Services Limited shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by Stock Holding Document Management Services Limited within a period of one week from the date of receipt of the notice as aforesaid.

3. We confirm that our obligation to Stock Holding Document Management Services Limited under this guarantee shall be independent of the agreement or other understandings, whatsoever, between Stock Holding Document Management Services Limited and the Vendor. We hereby further agree that-

(a) Any forbearance or omission on the part of Stock Holding Document Management Services Limited in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said tender and / or hereunder or granting of any time or showing of any indulgence by Stock Holding Document Management Services Limited to the Vendor or any other matters in connection therewith shall not discharge us in any way our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Vendor of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs. \_\_\_\_\_/- (**Rupees \_\_\_\_\_ only**).

(b) Our liability under these presents shall not exceed the sum of Rs. \_\_\_\_\_/- (**Rupees \_\_\_\_\_ only**).

(c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents in undertaking & in completion of the said task or their obligations there under or by dissolution or change in the constitution of our said constituents.

(d) This guarantee shall remain in force up to \_\_\_\_\_ provided, that if so desired by Stock Holding Document Management Services Limited, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.

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(e) Our liability under this BANK GUARANTEE shall remain in force till \_\_\_\_\_ unless it is renewed as provided hereinabove on \_\_\_\_\_ or on the day when our said constituents comply with their obligations, as to which a certificate in writing by StockHolding Document Management Services Limited alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within four months from the date or any extended period, all the rights of StockHolding Document Management Services Limited against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

(f) The liability of the Guarantor under this Bank Guarantee shall not be affected by –

(i) Insolvency or winding up of the Bidder or absorption, merger, acquisition or amalgamation of the Bidder with any other Company, Corporation or concern; or

(ii) Insolvency or winding up of the Guarantor or absorption, merger, acquisition or amalgamation of the Guarantor with any other Company, Corporation or concern; or change in the constitution structure or management of the Guarantor.

(iii) any change in the management of the VENDOR by takeover of the management of the VENDOR by the Central or State Government or by any other authority; or

(iv) This guarantee shall be governed by Indian Laws and the Courts at Mumbai, India alone shall have the jurisdiction to try & entertain any dispute arising out of this guarantee. Notwithstanding anything contained herein :

(g) Our liability under this BANK GUARANTEE shall not exceed Rs. \_\_\_\_\_/- (**Rupees \_\_\_\_\_ only**).

(h) This BANK GUARANTEE shall be valid \_\_\_\_\_

(i) We are liable to pay the guaranteed amount or any part thereof under this BANK GUARANTEE only and only if you serve upon us a written claim or demand **on or before** \_\_\_\_\_ (date -- which is 3 months after date mentioned at (h) above.

Yours faithfully,

For and on behalf of Bank \_\_\_\_\_  
Authorised official