

**Tender Number: PSBA/RFP/CLOUD/2023-24/011 Dated 05/12/2023  
Corrigendum 4 Dated 24.01.2024**



# PSB Alliance Private Limited

Promoted by Banks

**Request for Proposal for Empanelment of MSPs for "PSB Community Cloud."**

**(RFP Ref. No. PSBA/RFP/CLOUD/2023-24/011 Dated 05/12/2023)**

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**Corrigendum – 4 Request for Proposal for Empanelment of MSPs for "PSB Community Cloud."**

In reference to our RFP for Empanelment of MSPs for "PSB Community Cloud." Dated 05/12/2023

Kindly be guided by the clarification and changes to clauses.

**Section 1: Modification in RFP Clauses**

Sr no.	Clause Reference	Original Clause	Revised Clause
1	Schedule of Events Page 4	<p><b>Earnest Money Deposit (EMD)</b></p> <p>MSME Bidders will be exempted from EMD cost of RFP if Bidders can furnish requisite proof subject to satisfaction of the Company.</p>	<p><b>Earnest Money Deposit (EMD)</b></p> <p>EMD can be deposited by means of a Bank Guarantee issued by a Scheduled Commercial Bank as per Annexure-XI</p> <p>MSME Bidders will be exempted from EMD cost of RFP if Bidders can furnish requisite proof subject to satisfaction of the Company.</p>
2	6.8 Pre-Qualification Response Format; Point No 3 Page 26	<p><b>Eligibility Criteria:</b> The bidder must have an average revenue of INR 200 Cr+ per annum in India in the last 3 years (FY2022-2023; FY2021-2022;2020-2021) and at least average revenue of 25 Cr+ from cloud services specifically with the proposed CSP in the last 3 years (FY2022-2023; FY2021-2022;2020-2021) in India.</p> <p><b>Supporting Documents:</b> Audited Financial Statements OR Certificate from statutory auditors clearly certifying the turnover requirements and Self-Declaration letter by Bidder authorized signatory (for 25+ cr revenue criteria)</p>	<p><b>Eligibility Criteria:</b> The bidder must have an average revenue of INR 200 Cr+ per annum in India in the last 3 years (FY2022-2023; FY2021-2022;2020-2021) and at least average revenue of 25 Cr+ from cloud services specifically with the proposed CSP in the last 3 years (FY2022-2023; FY2021-2022;2020-2021) in India.</p> <p><b>Supporting Documents:</b> Audited Financial Statements OR Certificate from statutory auditors/Chartered Accountant clearly certifying the turnover requirements and Self-Declaration letter by Bidder authorized signatory (for 25+ cr revenue criteria)</p>

3	6.8 Pre-Qualification Response Format; Point No 6  Page 27	<b>Eligibility Criteria:</b> The Bidder should have more than 100+ technical certified people to provide the support and service and at least 20+ resources on the proposed CSP environment infra 15+, Kubernetes 5+. <b>Supporting Documents:</b> Certified by Company Secretary/ HR and valid certification copy, Resume, 6 month's salary slip (masked) with PF number or PF number and the deduction statement of each resource	<b>Eligibility Criteria:</b> The Bidder should have more than 100+ technical certified people to provide the support and service and at least 20+ resources certified on the proposed CSP environment from which atleast 5 should be from any one or combination of the following: Solutions Architect, DevOps , Security, Database , Kubernetes <b>Supporting Documents:</b> Certified by Company Secretary/ HR and valid certification copy, Resume, 6 month's salary slip (masked) with PF number or PF number and the deduction statement of each resource
4	6.8 Pre-Qualification Response Format Point 8 Page 27	The bidder should have ISO 27001 certification for information security management systems (ISMS) and should also have CMMI Maturity level 3 or higher	The bidder should have ISO 27001 certification for information security management systems (ISMS) <b>OR</b> CMMI Maturity level 3 or higher
5	6.8 Pre-Qualification Response Format; Point No 9  Page 27	<b>Eligibility Criteria:</b> The bidder should have positive net worth for the last 3 years. <b>Supporting Documents:</b> Audited Financial Statements OR Certificate from statutory auditors clearly certifying the turnover requirements	<b>Eligibility Criteria:</b> The bidder should have positive net worth for the last 3 years. <b>Supporting Documents:</b> Audited Financial Statements OR Certificate from statutory auditors/ <b>Chartered Accountant</b> clearly certifying the turnover requirements
6	Prequalification Criteria for CSPs (for Bidders in case Bidder is also a CSP) Point 3 Page 28	CSP must have an average cloud revenue of INR 1000 Cr+ per annum in India in the last 3 years (FY2022-2023; FY2021-2022;2020-2021)	CSP must have an average cloud revenue of INR 800 Cr+ per annum in India in the last 3 years (FY2022-2023; FY2021-2022;2020-2021)
7	6.9 Technical Evaluation Criteria  Page 30	Technical presentation – Covering the bidder's profile, CSP's profile, Presentation of a scalable cloud architecture product using the opensource tools, technologies require to scale to 1 million loads/per 5 minutes, Migration experience of the bidder including competency certificate of Migration from the CSP	Section 6.9 Technical Evaluation Criteria row# 4 will carry 20 marks in total. There is no bifurcation.

		Bidder to Demonstrate the CSP Managed and Serverless Services capability. This is in-line with the requirements provided in the RFP and will be asked by customer during actual demo.			
8	6.14 Commercial Bid Format, Part A  Page 33	#	<b>Cumulative Annual Spend (in the trailing 12 months)</b>	#	<b>Cumulative Annual Spend (in the trailing 12 months)</b>
		A	< \$2.5M (Large Scale Projects)	A	< \$2.5M
		B	>= \$2.5M and < \$15M	B	>= \$2.5M and < \$15M (Large Scale Projects)
		C	>= \$15M	C	>= \$15M (Large Scale Projects)
			Average Base Discount = $(A+B+C)/3$		Average Base Discount = $(A+B+C)/3$
9	8.15 Performance Security  Fixed Performance Security  Page 42	a) As soon as possible, but not more than 15 working days following receipt of letter of intent w.r.t. the award of the contract, each “Empaneled Service Provider” shall furnish PBG as per Annexure VIII of Rs. 5 lakhs (Five lakh Rupees) to PSBA as “fixed” performance security. This is a one-time PBG only.		a) As soon as possible, but not more than 15 working days following receipt of letter of intent w.r.t. the award of the contract, each “Empaneled Service Provider” shall furnish PBG as per Annexure VIII of Rs. <b>20 lakhs (Twenty lakh Rupees)</b> to PSBA as “fixed” performance security. This is a one-time PBG only.	
10	10. 5 Assesment Scope, page 47	c) Potential high-level migration <b>strategy</b> for Applications.		c) Potential high-level migration strategy/remediation for Applications.	
11	Expected Outcome Page 49	j) High Level Migration Cost <b>including the ramp down/ramp up on On-Premises and CSP respectively.</b>		This clause stands deleted.	
12	11.4 Annexure IV - Technical evaluation Criteria Forms  S. No.: 1	1. Number of MeitY empanelled CSP Regions in India. - 3 or more MeitY empanelled sites with presence in at least 2 different states in India than 30 PoP Locations or (Marks 2) - 2 Regions MeitY empanelled sites		1. Number of CSP Native PoP Locations in India. - More than 30 CSP Native PoP Locations or (2 Marks) - Less than 30 and More than 20 CSP Native PoP locations (1 Mark) - 2 or more MeitY empanelled sites with	

	Feature: Footprint and Feature Depth Page 56	with presence in at least 2 different states in India than 30 PoP Locations or (Marks 0.5) - More than 25 CSP Native PoP Locations in India covering important cities such as Mumbai, Delhi / NCR, Gurgaon, Bangalore, Kolkata, Chennai. (Marks 0.5)	presence in at least 2 different states in India (1 Mark)
13	Annexure IV-A – 6 Sub-Clause 2 Page 58	2. Provides managed backup service for object storage, file systems and instance backups with support for SMB, NFS, iSCSI and tapes.	2. Provides managed backup service for object storage, file systems and instance backups.
14	11.4 Annexure IV - Technical evaluation Criteria Forms Disaster Recovery and Backup Page 58	3. Provides managed hybrid cloud.	3. Provides managed hybrid cloud storage service with support for SMB, NFS, iSCSI and tapes.
15	11.4 Annexure IV - Technical evaluation Criteria Forms Disaster Recovery and Backup Page 58	2. Provides managed backup service for object storage, file systems and instance backups with support for SMB, NFS, iSCSI and tapes.	2. Provides managed backup service for object storage, file systems and instance backups.
16	11.4 Annexure IV.A. Section 4.4 - AI/ML Page 58	Fully managed end-to-end machine learning service with capability to build, train, and deploy machine learning models at scale.	Fully managed end-to-end machine learning service with capability to build, train, and deploy machine learning models at scale and also open-source managed service for developing and deploying machine learning models.

**11.8 Annexure VIII - Format for Performance Bank Guarantee (Fixed PBG on Empanellment)**  
*(ON A NON-JUDICIAL STAMP PAPER OF RS. 100.00)*

Bank Guarantee No.

Bank Guarantee Amount

Expiry Date

Claim Period

Account

GUARANTEE FOR PERFORMANCE OF CONTRACT/AGREEMENT

THIS GUARANTEE AGREEMENT executed at \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand

BY :

\_\_\_\_\_ Bank, a body corporate constituted under \_\_\_\_\_, having its Registered Office/ Head Office at \_\_\_\_\_, and a Branch Office 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 assigns)

IN FAVOUR OF:

PSB Alliance, a body corporate, established under the \_\_\_\_\_ Act and having its Registered Office at \_\_\_\_\_ (hereinafter referred to as "Bank" which expression shall unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns),

WHEREAS Company had called for the bids for \_\_\_\_\_ and for the purposes M/s..... have been appointed as the Vendor (hereinafter referred to as "Vendor") and accordingly has entered into Contract / Agreement on ..... (Agreement) with Company subject to the terms and conditions contained in the said documents and the Vendor has duly confirmed the same.

AND WHEREAS pursuant to the Bid Documents, the Agreement, and the other related documents (hereinafter collectively referred to as "the said documents", the Bank has agreed to avail from M/s..... and M/s..... has agreed to provide to the Company, the Services / Systems and other required applications, more particularly described in the Schedule/Annexure to the said documents (hereinafter collectively referred to as "the Services"), subject to payment of the contract price as stated in the said documents and also subject to the terms, conditions, covenants, provisions and stipulations contained the said documents.

AND WHEREAS the Vendor has duly signed the said documents.

AND WHEREAS in terms of the said documents, inter alia, the Vendor is required to procure an unconditional and irrevocable performance Bank guarantee, in favour of the Company, from a Bank acceptable to the Company for a sum of Rs.....

(Rupees..... Only) for the faithful observance and performance by the Vendor of the terms, conditions, covenants, stipulations, provisions of the Agreement /the said documents.

AND WHEREAS at the request of the Vendor, the Guarantor has agreed to issue the Guarantee in favour of the Bank for a sum of Rs. .... (Rupees.....Only)

AND WHEREAS at the request of the Vendor, the Guarantor has agreed to guarantee the Company that the Vendor shall faithfully observed and performed of the terms of the said documents

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

In consideration of the above premises, the Guarantor hereby unconditionally, absolutely and irrevocably guarantees to the Company as follows:

(1) The guarantor hereby agree and guarantee that the Vendor shall faithfully observed and performed all the terms and conditions stipulated in the Contract/Agreement and the said documents.

(2) The Guarantor hereby guarantees and undertakes to pay, on demand and without demur, reservation, contest, recourse or protest or without any reference to the Vendor, to the Company at its office at Mumbai forthwith, and all monies payable by the Vendor to the extent of

Rs..... against any loss, costs, damages, etc. suffered by the Company on account of default of the Vendor in the faithful observance and performance of the terms, conditions, covenants, stipulations, provisions of the Agreement / said documents, without any demur, reservation, contest, recourse or protest or without any reference to the Vendor. Any such demand or claim made by the Company, on the Guarantor shall be final, conclusive and binding notwithstanding any difference or any dispute between the Company and the Vendor or any dispute between the Company and the Vendor pending before any Court, Tribunal, Arbitrator, or any other authority.

(3) The Guarantor agrees and undertakes not to revoke this Guarantee during the currency of these presents, without the previous written consent of the Bank and further agrees that the Guarantee herein contained shall continue to be enforceable until and unless it is discharged earlier by the Bank, in writing.

(4) The Company shall be the sole judge to decide whether the Vendor has failed to perform the terms of the Agreement / said documents for providing the Services by the Vendor to the Company, and on account of the said failure what amount has become payable by the Vendor to the Bank under this Guarantee. The decision of the Company in this behalf shall be final, conclusive and binding on the Guarantor and the Guarantor shall not be entitled to demand the Bank to establish its claim under this Guarantee but shall pay the sums demanded without any objection, whatsoever.

(5) To give effect to this guarantee, the Guarantor will be deemed to be the Principal Debtor to the Bank.

(6) The liability of the Guarantor, under this Guarantee shall not be affected by

- (a) any change in the constitution or winding up of the Vendor or any absorption, merger or
- (b) amalgamation of the Vendor with any other company, corporation or concern; or
- (c) any change in the management of the Vendor or takeover of the management of the Vendor by the Government or by any other authority; or

- (a) acquisition or rationalization of the Vendor and/or of any of its undertaking(s) pursuant to any law; or
- (b) any change in the constitution of Company / Vendor; or
- (c) any change in the setup of the Guarantor which may be by way of change in the constitution,
- (d) winding up, voluntary or otherwise, absorption, merger or amalgamation or otherwise; or the absence or deficiency of powers on the part of the Guarantor to give Guarantees and/or Indemnities or any irregularity in the exercise of such powers.

(7) This guarantee will remain in force for up to 66 months from the date of signing the contract.

(8) Notwithstanding anything contained in this Guarantee, the Guarantor hereby agrees and undertakes to extend the validity period of this guarantee for a further period as may be requested by the Company, from time to time.

(9) This guarantee shall be binding upon us and successors -in -interest and shall be irrevocable.

(10) For all purposes connected with this Guarantee and in respect of all disputes and differences under or in respect of these presents or arising there from the courts of Mumbai where the Company has its Head Office shall alone have jurisdiction to the exclusion of all other courts.

(11) Notwithstanding anything contained herein above

- I. Our liability under this Bank Guarantee shall not exceed Rs ..... (Rupees ..... only)
- II. This Bank Guarantee shall be valid up to.....
- III. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve on us a written claim or demand on or before ..... (mention validity period + claim period)

IN WITNESS WHEREOF the Guarantor has caused these presents to be executed on the day, month and year first herein above written as hereinafter appearing.

SIGNED AND DELIVERED BY  
the within named Guarantor,

\_\_\_\_\_ ,  
by the hand of Shri. \_\_\_\_\_, its authorized official.

## Section 2: Additions to RFP

### 11.10 Annexure X - Format for Performance Bank Guarantee (Variable PBG) (ON A NON-JUDICIAL STAMP PAPER OF RS. 100.00)

Bank Guarantee No.

Bank Guarantee Amount

Expiry Date

Claim Period

Account

GUARANTEE FOR PERFORMANCE OF CONTRACT/AGREEMENT

THIS GUARANTEE AGREEMENT executed at \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand \_\_\_\_\_

BY :

\_\_\_\_\_ Bank, a body corporate constituted under \_\_\_\_\_, having its Registered Office/ Head Office at \_\_\_\_\_, and a Branch Office 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 assigns)

IN FAVOUR OF:

PSB Alliance, a body corporate, established under the \_\_\_\_\_ Act and having its Registered Office at \_\_\_\_\_ (hereinafter referred to as "Bank" which expression shall unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns),

WHEREAS Company had called for the bids for \_\_\_\_\_ and for the purposes M/s..... have been appointed as the Vendor (hereinafter referred to as "Vendor") and accordingly has entered into Contract / Agreement on ..... (Agreement) with Company subject to the terms and conditions contained in the said documents and the Vendor has duly confirmed the same.

AND WHEREAS pursuant to the Bid Documents, the Agreement, and the other related documents (hereinafter collectively referred to as "the said documents", the Bank has agreed to avail from M/s..... and M/s..... has agreed to provide to the Company, the Services / Systems and other required applications, more particularly described in the Schedule/Annexure to the said documents (hereinafter collectively referred to as "the Services"), subject to payment of the contract price as stated in the said documents and also subject to the terms, conditions, covenants, provisions and stipulations contained the said documents.

AND WHEREAS the Vendor has duly signed the said documents.

AND WHEREAS in terms of the said documents, inter alia, the Vendor is required to procure an unconditional and irrevocable performance Bank guarantee, in favour of the Company, from a Bank acceptable to the Company for a sum of Rs.....

(Rupees..... Only) being 10% of the total contract value for the faithful observance and performance by the Vendor of the terms, conditions, covenants, stipulations, provisions of the Agreement /the said documents.

AND WHEREAS at the request of the Vendor, the Guarantor has agreed to issue the Guarantee in favour of the Bank for a sum of Rs. .... (Rupees.....Only) being the 10% of the total Contract value

AND WHEREAS at the request of the Vendor, the Guarantor has agreed to guarantee the Company that the Vendor shall faithfully observed and performed of the terms of the said documents

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

In consideration of the above premises, the Guarantor hereby unconditionally, absolutely and irrevocably guarantees to the Company as follows:

(5) The guarantor hereby agree and guarantee that the Vendor shall faithfully observed and performed all the terms and conditions stipulated in the Contract/Agreement and the said documents.

(6) The Guarantor hereby guarantees and undertakes to pay, on demand and without demur, reservation, contest, recourse or protest or without any reference to the Vendor, to the Company at its office at Mumbai forthwith, and all monies payable by the Vendor to the extent of

Rs..... against any loss, costs, damages, etc. suffered by the Company on account of default of the Vendor in the faithful observance and performance of the terms, conditions, covenants, stipulations, provisions of the Agreement / said documents, without any demur, reservation, contest, recourse or protest or without any reference to the Vendor. Any such demand or claim made by the Company, on the Guarantor shall be final, conclusive and binding notwithstanding any difference or any dispute between the Company and the Vendor or any dispute between the Company and the Vendor pending before any Court, Tribunal, Arbitrator, or any other authority.

(7) The Guarantor agrees and undertakes not to revoke this Guarantee during the currency of these presents, without the previous written consent of the Bank and further agrees that the Guarantee herein contained shall continue to be enforceable until and unless it is discharged earlier by the Bank, in writing.

(8) The Company shall be the sole judge to decide whether the Vendor has failed to perform the terms of the Agreement / said documents for providing the Services by the Vendor to the Company, and on account of the said failure what amount has become payable by the Vendor to the Bank under this Guarantee. The decision of the Company in this behalf shall be final, conclusive and binding on the Guarantor and the Guarantor shall not be entitled to demand the Bank to establish its claim under this Guarantee but shall pay the sums demanded without any objection, whatsoever.

(7) To give effect to this guarantee, the Guarantor will be deemed to be the Principal Debtor to the Bank.

(8) The liability of the Guarantor, under this Guarantee shall not be affected by

(d) any change in the constitution or winding up of the Vendor or any absorption, merger or

(e) amalgamation of the Vendor with any other company, corporation or concern; or

(f) any change in the management of the Vendor or takeover of the management of the

Vendor by the Government or by any other authority; or

(e) acquisition or rationalization of the Vendor and/or of any of its undertaking(s) pursuant to any law; or

(f) any change in the constitution of Company / Vendor; or

(g) any change in the setup of the Guarantor which may be by way of change in the constitution,

(h) winding up, voluntary or otherwise, absorption, merger or amalgamation or otherwise; or the absence or deficiency of powers on the part of the Guarantor to give Guarantees and/or Indemnities or any irregularity in the exercise of such powers.

(12) This guarantee will remain in force for up to 66 months from the date of signing the contract.

(13) Notwithstanding anything contained in this Guarantee, the Guarantor hereby agrees and undertakes to extend the validity period of this guarantee for a further period as may be requested by the Company, from time to time.

(14) This guarantee shall be binding upon us and successors -in -interest and shall be irrevocable.

(15) For all purposes connected with this Guarantee and in respect of all disputes and differences under or in respect of these presents or arising there from the courts of Mumbai where the Company has its Head Office shall alone have jurisdiction to the exclusion of all other courts.

(16) Notwithstanding anything contained herein above

IV. Our liability under this Bank Guarantee shall not exceed Rs ..... (Rupees ..... only)

V. This Bank Guarantee shall be valid up to.....

VI. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve on us a written claim or demand on or before ..... (mention validity period + claim period)

IN WITNESS WHEREOF the Guarantor has caused these presents to be executed on the day, month and year first herein above written as hereinafter appearing.

SIGNED AND DELIVERED BY  
the within named Guarantor,

\_\_\_\_\_ /  
by the hand of Shri. \_\_\_\_\_, its authorized official.

#### 11.11 Annexure XI - Format for Earnest Money Deposit (EMD) Bank Guarantee

This Bank Guarantee (hereinafter called “**Guarantee**”) is issued by <Name of Bank> (hereinafter “**Guarantor**”, which expression shall mean and include its successors) in favour of **PSB Alliance Private Limited** a company incorporated under the Companies Act, 2013 and having its registered office at PSB Alliance Private Limited, Unit 1, 3<sup>rd</sup> Floor, VIOS Commercial Tower, Near Wadala Truck Terminal, Wadala East, Mumbai 400 037 (hereinafter referred to as “**Company**”) for and on behalf of [•] (hereinafter referred to as the “**Bidder**”).

#### WHEREAS:

1. The Company has issued a Request for Proposal (“**RFP**”) for provision as set out in the RFP reference no. **PSBA/RFP/CLOUD/2023-24/011 Dated 05/12/2023**.
2. As per the terms of said RFP the Bidder needs to furnish a Bank Guarantee for a sum of Rs. [•]/- (Rupees [•] Only) as Earnest Money Deposit.
3. The Bidder, who are our constituents intends to submit their Bid for the said work hereby furnish guarantee in respect of the said sum of Rs. [•]/- (Rupees [•] only).

#### NOW THIS GUARANTEE WITNESSETH THAT:

1. We the Bank do hereby agree with and undertake to the Company, their successors, assigns that in the event of the Company coming to the conclusion that the Bidder has not performed their obligations under the said conditions of the RFP or have committed a breach thereof, which conclusion shall be binding on us as well as the said Bidder, we shall on demand by the Company, pay without demur to the Company, a sum of Rs. [•]/- (Rupees [•] Only) that may be demanded by Company. Our guarantee shall be treated as equivalent to the Earnest Money Deposit for the due performance of the obligations of the Bidder under the said conditions, provided, however, that our liability against such sum shall not exceed the sum of Rs. [•]/- (Rupees [•] Only).
2. We the Bank 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 the Company 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 and the notice from the Company 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 the Company within 24 hours from the date of receipt of the notice as aforesaid. We confirm that our obligation to the Company under this guarantee shall be independent of the agreement or agreements or other understandings between the Company and the Bidder. This guarantee shall not be revoked by us without prior consent in writing of the Company.
3. We the Bank hereby further agree that –

- a) Any forbearance or commission on the part of the Company in enforcing the conditions of the said RFP or the binding contract as per the terms of the RFP or in compliance with any of the terms and conditions stipulated in the said Bid and/or hereunder or granting of any time or showing of any indulgence by the Company to the Bidder or any other matter in connection therewith shall not discharge us in any way our obligation under this guarantee. This guarantee shall be discharged only by the performance of the Bidder 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 guarantee shall not be affected by any infirmity or irregularity on the part of our said constituents in tendering for the said work 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 180 days from the date of reverse auction, provided that, if so desired by the Company, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.
- e) Our liability under this presents will terminate unless these presents are renewed as provided herein up to 180 days or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the Company alone is the conclusive proof, whichever date is later.
- f) Unless a claim or suit or action is filed against us within six months from that date or any extended period, all the rights of the Company against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

Notwithstanding anything contained hereinabove:

- a) Our liability under this Company Guarantee shall not exceed Rs. [•]/- (Rupees [•] only).
- b) This Company Guarantee shall be valid up to [•].
- c) We are liable to pay the guaranteed amount or any part thereof under this Company Guarantee only and only if you serve upon us a written claim or demand on or before [•].
- d) All claims under this bank guarantee will be made payable at <bank's local branch (in India)>
- e) This guarantee shall be returned to us immediately upon its expiry. However, we shall be discharged from all liability under this guarantee upon its expiry, whether or not this document has been returned to us.

Notwithstanding anything to the contrary contained hereinabove, any claim arising under this bank guarantee shall be lodged by you within a period of [•] months from the date of expiry of this bank guarantee.

This Guarantee shall be interpreted and be governed by laws of India. Any dispute arising out of or in relation to this Guarantee shall be settled by litigation exclusively in Mumbai courts.

This Guarantee is executed on \_\_\_ day of \_\_\_\_\_ by the duly authorized signatory of Guarantor.

Yours faithfully,

For and on behalf of

\_\_\_\_\_  
Authorized official  
For and on behalf of

\_\_\_\_\_  
Authorized official

### 3. Definitions

PSBA	PSB Alliance Private Limited
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#### 10.5 Assessment Scope: Expected Outcomes

- i) Setup of Landing Zone before Migration as this will help you define the design principles for your cloud foundations including all the pillars such as account strategies, compute, network, security etc

#### 6.14 Form 1 - Commercial Bid Format Part B: Additional Clauses:

XVII. CSP should declare that they are complying with all the regulatory and statutory guidelines issued by the government authorities/RBI from time to time, that are applicable to CSPs related to the scope of the RFP.

XVII. If the contract holder/MSP reduces its price or sells or even offers to sell the contracted goods/services of identical specification and terms & conditions to that of the contract, at a price lower than the contract price, to any person or organization during the currency of the Contract, the Contract price will be automatically reduced with effect from that date for all the subsequent supplies under the Contract and the contract amended accordingly.

**Note: All other clauses, criteria and terms and conditions in the RFP remain unchanged.**

**-xxx- END OF DOCUMENT -xxx-**