

No. D&SJ/RMP/AP/AMC/2023-7410-11  
Office of the District and Sessions Judge,  
Kinnaur Civil and Sessions Division at Rampur Bushahr, H.P.

Dated : Rampur Bushahr, the 30 December, 2024.


**Last date of tender : 23.11.2024.**

**Notice inviting Tender for Annual Maintenance Contract (AMC) of Computer Hardware installed in the Kinnaur Civil and Sessions Division**

Competitive short term tender is invited for Annual Maintenance Contract (AMC) of Computer Hardware installed in the Courts/offices under Kinnaur Civil and Sessions Division for a period of one year. The tender(s)/ quotation(s) for Annual Maintenance Contract (AMC) of Computer hardware should reach in the office of the undersigned on or before 13.01.2025 at 04:45 p.m. Detailed Tender Document can be downloaded from the District Court Website of Kinnaur Civil and Sessions Division. The link to download the detailed Tender Document is <https://kinnaur.dcourts.gov.in/notice-category/tenders/>.

**IMPORTANT DATES FOR TENDERER**


Sale of Tender/quotation	From 31.12.2024 to 15.01.2025
Price of tender document.	Nil
Bid Security	5% of total bid cost
Last date for submission of bids	13.01.2025 at 4.45 P.M.
Opening of commercial bids	15.01.2025 at 4.00 P.M.

  
District and Sessions Judge,  
Kinnaur Civil and Sessions  
Division at Rampur Bushahr.

**Endst. No. D&SJ/RMP/AP/AMC/2023-  
Copy forwarded to :-**

**Dated : December, 2024.**

1. The Senior Civil Judge-cum-CJM, Kinnaur at Reckong Peo and Civil Judge-cum-JMFC, Anni with a request to place this notice on the notice board of their respective Courts for wider publicity.(through email only)
2. The Daftri of this office to place the copy of this notice on all the notice boards of the Judicial Courts Complex, Rampur Bushahr.

  
District and Sessions Judge,  
Kinnaur Civil and Sessions  
Division at Rampur Bushahr.

**TENDER FOR INVITATION OF  
QUOTATIONS FOR  
AMC OF COMPUTER HARDWARE**

**For**

**KINNAUR CIVIL AND SESSIONS DIVISION  
(HIMACHAL PRADESH)**

District and Sessions Judge,  
Kinnaur Civil and Sessions Division  
at Rampur Bushahr, H.P. Pin -172001  
Tel: & Fax: 01782-234305  
e-Mail: [dsjrmp@aij.gov.in](mailto:dsjrmp@aij.gov.in)  
Website: <https://districts.ecourts.gov.in/kinnaur>

<b>Sr. No.</b>	<b>Content</b>	<b>Page No.</b>
<b>SECTION-I: Instructions to Bidders</b>		
1	OVERVIEW	3
2	IMPORTANT DATES FOR BIDDER	4
3	CONDITION FOR BIDDER	4
4	LIST OF HARDWARE	4-5
5	LOGISTIC	5
6	QUALITY ASSURANCE	5
7	ROLES AND RESPONSIBILITY	6
8	TERMS	6
9	CONTRACT PERIOD	6
10	BIDDING PROCESS	6
11	INVITATION FOR BIDS	7
12	BID SECURITY	7
13	INSTRUCTIONS TO BIDDER	7
14	COST OF BIDDER	7
15	BID PRICE	7
16	BID CURRENCIES	8
17	PROFORMA AND SCHEDULES	8
18	AWARD OF CONTRACT	8
19	SERVICE LEVEL AGREEMENT (SLA)	8
20	PERFORMANCE BANK GUARANTEE	8
21	REJECTION OF OFFER	9
22	TERMINATION OF CONTRACT	9
23	FORCE MAJEURE	9
24	ACCEPTANCE OF OFFER	1
25	PENALTY	10
26	CORRUPT OR FRAUDULENT PRACTICES	10
<b>SECTION-II: COMMERCIAL BID &amp; OTHER FORMS</b>		
28	Form-A: COMMERCIAL BID FORMAT	12-13
29	Form-B: DESCRIPTION OF AMC AGENCY	14
30	Form-C: ACCEPTANCE OF TERMS & CONDITIONS	15
31	Form-D: DECLARATION REGARDING CLEAN TRACK RECORD	16
32	Form-E: FORM FOR PERFORMANCE BANK GUARANTEE	17-20

**SECTION - I**  
**TENDER FOR INVITATION OF QUOTATIONS**  
**COURTS UNDER KINNAUR CIVIL AND SESSIONS DIVISION**  
**INVITATION FOR COMMERCIAL OFFER**

**1. OVERVIEW**

District Court, Kinnaur at Rampur Bushahr, Himachal Pradesh invites commercial offers from eligible and reputed organizations for AMC of Computer hardware ( details of hardware is given at Form-A) for different locations of Courts under Kinnaur Division at Taluka level.

Competitive item-wise rate tender(s)/ quotation(s) with spares are invited in sealed cover for awarding Annual Maintenance Contract (AMC) in respect of following Computer Hardware and peripherals, subject to the following conditions:-

The aforesaid tender(s)/ Quotation(s) should reach the Office of the District & Sessions Judge, Kinnaur at Rampur Bushahr on or before **13.01.2025 at 4:45 PM**, during the office hours with clear terms and conditions, mentioning the rates for the A.M.C. with spares parts in specified format attach at Form-A.

The interested tenderer are requested to furnish 5% of total bidding cost of AMC as **Bid Security** in the form of a duly pledged Fixed Deposit Receipts or Account Payees Bank Draft of the nationalized or recognized banking institution in the favour of District and Sessions Judge, Kinnaur at Rampur Bushahr payable/drawn at Rampur Bushahr. Any quotation received without bid security shall be liable to be rejected straightway. However, the bid security received from the unsuccessful tenderer's shall be released to them without interest within a reasonable period.

The sealed bid/quotation should be addressed to "**The District and Sessions Judge, Kinnaur at Rampur Bushahr-172001**" clearly depicting on the top of the envelope "**Quotation for the AMC of Computer Hardware**". Any quotation received after due date shall not be entertained and as such, the same shall be liable to be rejected straightway. The terms and conditions for making the payment shall be regulated as per mandate of Rule 108 of the H.P.F.R. 2009.

The District and Sessions Judge, Kinnaur at Rampur Bushahr/ Hon'ble High Court reserves all rights to select and reject any or all the quotations received without assigning any reason whatsoever.

## 2. IMPORTANT DATES FOR BIDDER

Sale of Tender/quotation	From 31.12.2024 to 15.01.2025
Price of tender document.	Nil
Bid Security	5% of total bid cost
Last date for submission of bids	13.01.2025 at 4.45 P.M.
Opening of commercial bids	15.01.2025 at 4.00 P.M.
Download sites	<a href="https://kinnaur.dcourts.gov.in/notice-category/tenders/">https://kinnaur.dcourts.gov.in/notice-category/tenders/</a>

## 3. CONDITION FOR BIDDER

The tenderer(s) should have an annual turnover of more than Rs. 1, 00,000/- in I.T. services, should be an authorized Service Provider with sufficient back-up of spare parts, having an Authorization Certificate in this effect that at least one resident engineer in Kinnaur Division at Rampur Bushahr should be already providing such maintenance services to Departments satisfactorily without any complaint of the State Governments, and provide maintenance services within 3 days through a centralized system of call lodge.

## 4. LIST OF HARDWARE

Mention below are the consolidate list of Hardware under eCourts Project installed at various location of Kinnaur Division (i.e. Rampur, Reckong Peo and Ani) which have to be covered under AMC. Detail of the hardware is given as below:

Sr. No.	Description of Computer Hardware	Quantity at Court Complexes			Total Unit
		Rampur	Reckong Peo	Anni	
1.	<b>Rack Mount Server – 1U</b> Processor – XEON2.27Ghz. Ram – 2 GB*2 Hard Disk – 160 GB	2	2	0	4
2.	<b>KVM Switch 4 port</b>	1	1	0	2
3.	<b>Switch Cisco Catalyst 2960</b>	2	2	1	5
4.	<b>Digilink Unmanaged Switches/ Patch Panel</b>	5	3	2	10
5.	<b>Acer Veriton Desktop Computers</b>	16	8	4	28
6.	<b>Kiosk Machines</b>	1	1	1	3

7.	<b>Samsung 32 inch (DB32E) Display Board</b>	3	1	1	5
8.	<b>Samsung 18.5 inch Monitor</b>	3	1	1	5
9.	<b>MX Pro 4k Android Box</b>	3	0	0	3
10.	<b>Laser Printer (HP Laserjet P1566)</b>	0	2	0	2
11.	<b>Laser Jet Printer (Brother HL-L2361 DN, HP Laser 108a)</b>	15	5	2	22
12.	<b>Laser Jet Printer (Brother MFC - L2701DW)</b>	1	1	1	3
13.	<b>Scanner (HP Scanjet 8270, Canon DR-F120)</b>	4	1	0	5
14.	<b>Projector (Hitachi CP-RX82)</b>	1	0	0	1
15.	<b>Polycom HDX 8000 HD (with Camera, Mic)</b>	1	0	0	1
16.	<b>LG 47 inch LCD</b>	1	0	0	1
17.	<b>Samsung 40 inch LED TV</b>	0	1	1	2
18.	<b>All in one PC HP PRO ONE 400</b>	0	1	1	2
19.	<b>Jabra Speaker-cum- Microphone</b>	0	1	1	2
20.	<b>Logitech N231 Camera</b>	0	1	1	2
21.	<b>Document Visualizer (Globus)</b>	1	1	1	3
22.	<b>UPS (2KVA) (Emerson)</b>	1	1	1	3
23.	<b>1KVA UPS (VC Unit)</b>	1	1	1	3
24.	<b>UPS (600VA) (Liebert/Numeric)</b>	19	9	5	33
25.	<b>WD MyCloud 1TB LAN Hard Disk</b>	1	1	1	3
26.	<b>LAN Points</b>	52	28	18	98

## 5. LOGISTIC

**Infrastructure:** - All infrastructures needed during the call for faulty items will be arranged by the agency to which the tender is awarded. Also, no travel or stay allowance for the agency personnel, whether local or inter-city will be provided.

## 6. QUALITY ASSURANCE

Agency will ensure quality standards of product. However if required, District and Sessions Judge, Kinnaur at Rampur Bushahr can assign task to Independent IT Profession Quality Assurance agency at the cost of tenderer (tender awarded agency).

## **7. ROLES AND RESPONSIBILITY**

i) Technical support services/ maintenance for all items (prescribe in Form-A) for period of one year and can be extended further one more year if work of the firm found satisfactory.

ii) Have to visit all location of Taluka (Three courts at two different location (i.e. Reckong Peo and Ani) Courts and repair/ replace faulty items when required.

iii) Maintains the user log of all complaint lodged by Courts under Kinnaur Division.

iv) Provide the helpdesk (e-Mail address and Contact No.) for lodge the complaint of faulty items.

v) The Agency/Party has to carry out the scheduled preventive maintenance at least once in three months for which it shall depute the competent service engineers to inspect the computer hardware/equipment covered under the project.

vi) All spare parts which include service and spares will be covered under the preview of AMC and will be attended by the service engineers, including repair and replacement of batteries of all kind, lamps of all kind, panels of TFT, DMP of Printer heads/ internal HDD medium, Teflon sleeve of the laserjet printers.

## **8. TERMS**

i) Contract shall remain effective for period of one year from the award of contract and can be extended further one more year if work of the firm found satisfactory.

ii) The system maintenance charges shall include the cost of consumable items except printer cartridge and computer stationary.

iii) The AMC provider to attend the call for onsite installation of any other operating system and printers.

## **9. CONTRACT PERIOD**

The annual Maintenance Contract shall remain effective for period of one year from the signing of services level agreement and can be extended further one more year if work of the firm found satisfactory.

## **10. BIDDING PROCESS**

The bidding process would be transparent single stage bidding process.

## 11. INVITATION FOR BIDS

District and Sessions Judge, Kinnaur at Rampur Bushahr invites bids in the form of Technical Bid consisting of all technical details of services to be provided by the tenderer along with commercial terms and conditions and the Financial Bid indicating the cost of services mentioned in the technical bid upon which evaluation of the bid would be done. The Financial Bid ranked as R1 (i.e. the lowest rate quote) will be retained and for other agencies bid security will be returned.

## 12. BID SECURITY

The BID SECURITY is 5% of total amount of the bid cost. The cost is to be paid through duly pledged FDR/bank draft/Bankers Pay order in favor of District and Sessions Judge, Kinnaur at Rampur Bushahr, payable at Rampur Bushahr. Bids without bid security will not be considered and the same will be rejected straightaway.

## 13. INSTRUCTIONS TO BIDDER

Single stage single envelope bidding process. The tenderer will submit the response to the present tender in single envelope duly super-scribed as “**Quotation for AMC of Computer Hardware**” which contains following items:

**(ENVELOPE- I duly super-scribed as Technical Bid): Technical Bid – (Technical details of services to be provided in original i.e. Form B to Form E + Bid Security)**

**(ENVELOPE-II duly super-scribed as Financial Bid): Financial Bid (indicating the cost of services i.e. Form A)**

## 14. COST OF BIDDER

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

## 15. BID PRICE

The Bidder shall quote price in clear terms as prescribed in Form- A. All prices shall be for delivery of goods and services at Client’s premises to the satisfaction of Client or Client’s representatives. The aggregated price should be quoted in words also. The Financial Bids should strictly conform to the formats to enable evaluation of bids. It may be noted that the bids having any hidden costs or conditional costs will be liable for rejection.



## 16. BID CURRENCIES

Prices shall be quoted in Indian National Rupees (INR).

## 17. PROFORMA AND SCHEDULES

Item	Description
Form-A	Financial bid format
Form-B	Description of AMC agency
Form-C	Acceptance of Terms & Conditions
Form-D	Declaration regarding clean track record
Form-E	Form for Performance Bank Guarantee ((PBG)

## 18. AWARD OF CONTRACT

The lowest commercial offer bidder will be ranked as R1. If District and Sessions Judge or Local Purchase Committee of Kinnaur at Rampur Bushahr does not find the best offer acceptable, it may go in for negotiations, which can be done with the bidders who have quoted lowest and second lowest price (R1 and R2). During the negotiations a revised RFP Offer will be taken from the representative of the bidders by way of sealed offer. The letter of intent (LOI) will be issued to the bidder ranked as R1.

## 19. Service Level Agreement (SLA)

The R1 bidder would be required to enter into a Service Level Agreements with the District and Sessions Judge, Kinnaur at Rampur Bushahr at the mutually agreed terms within three weeks from the date of issuance of Letter of Intent. In case the shortlisted agency is not executed within the said stipulated period, District and Sessions Judge, Kinnaur at Rampur will be at liberty to forfeit the Bid Security and R2 will be invited to sign Service Level Agreement.

## 20. Performance Bank Guarantee

i) This Performance Bank Guarantee will be for an amount, equivalent 5% of total bid cost.

ii) The Performance Bank Guarantee may be discharged / returned by District and Sessions Judge, Kinnaur at Rampur Bushahr, upon being satisfied that there has been due performance of the obligations of the Vendor under the contract. However, no interest shall be payable on the Performance Bank Guarantee.

## **21. REJECTION OF OFFER**

The District and Sessions Judge, Kinnaur at Rampur Bushahr reserves the right to reject any bid or all bids without assigning any reason.

## **22. TERMINATION OF CONTRACT**

The District and Session Judge, Kinnaur at Rampur Bushahr without prejudice to any other remedy for breach of Contract by written notice of default sent to the Bidders may terminate the Contract fully or in part:

If the selected agency fails to deliver any or all Contracted services as per service standards specified in the Contract or if the selected Bidders fails to perform any other obligation (s) under the Contract, or if the Bidders / selected Bidders has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

## **23. FORCE MAJEURE**

If, at any time during the continuance of contract agreement, the performance in whole or in part by either party or any obligation under the agreement is prevented or delayed by reasons of any war, hostile acts of the enemy, civil commotion, sabotage, fire, floods, explosions, epidemics, guarantee restrictions issued by any Government or competent authority or acts of God (hereinafter referred to as eventualities) then provided notice of the happening of any such eventualities is given by either party to the other within fifteen days from the days of occurrence thereon, neither party shall, by reason of such eventualities be entitled to terminate this contract/agreement nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance. Performance of the contract agreement shall, however be resumed as soon as practicable after such eventuality has come to an end or ceased to exist, provided that, if the performance in whole or part of any obligation under the contract agreement is delayed by means of any such eventuality for a period exceeding six months, either party may at his option terminate the contract agreement provided further that in the event of such prevention or delay as aforesaid, then, instead of exercising the option of termination of contract, both parties may consult with each other with a view to agreeing between them the action mutually to be taken in order to minimize the effect of such prevention or delay and continue the operation of this contract agreement

## **24. ACCEPTANCE OF OFFER**

A Letter of Intent (LOI) may be placed before the formal Acceptance of the bid. In case a formal Acceptance of bid follows a Letter of Intent, the work will be deemed to have started from the date of issue of the Letter of Intent. The successful bidder agency shall be required to execute a SLA for executing the work according to the conditions of RFP / contract, accepted rates, specifications, schedule of prices and time schedules. Such an agreement shall be executed.

## **25. PENALTY**

Non adherence to the specified time frame will attract penalty up to Rs. 500 per day after 3 days of logging the call by District Court, Kinnaur at Rampur Bushahr.

## **26. CORRUPT OR FRAUDULENT PRACTICE**

i) The District and Sessions Judge, Kinnaur at Rampur Bushahr requires that the Bidders under this tender observe the highest standards of ethics during the procurement and execution of such contracts, in pursuance of this policy, the Purchaser defines the terms set forth as follows:

ii) "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the procurement process or in contract execution.

iii) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or an execution of a contract to the detriment of the District and Sessions Judge, Kinnaur at Rampur Bushahr, and includes collusive practices among Tenders (Prior to or after tender submission) designed to establish tender prices at artificial non competitive levels and to deprive the Purchaser of the benefits of the free and open competition.

iv) The District and Sessions Judge, Kinnaur at Rampur Bushahr will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

**SECTION-II**  
**PROFORMAS AND SCHEDULES**

**(to be filled by bidder)**

**FORM – A**  
**Financial Bid Format**

Sr. No.	Description of Computer Hardware	Quantity at Court Complexes			Total Unit	Unit Cost (in Rs.)	Total Cost (in Rs.)
		Rampur	Reckong Peo	Anni			
1.	<b>Rack Mount Server – 1U</b> Processor – XEON2.27Ghz. Ram – 2 GB*2 Hard Disk – 160 GB	2	2	0	4		
2.	<b>KVM Switch 4 port</b>	1	1	0	2		
3.	<b>Switch Cisco Catalyst 2960</b>	2	2	1	5		
4.	<b>Digilink Unmanaged Switches/ Patch Panel</b>	5	3	2	10		
5.	<b>Acer Veriton Desktop Computers</b>	16	8	4	28		
6.	<b>Kiosk Machines</b>	1	1	1	3		
7.	<b>Samsung 32 inch (DB32E) Display Board</b>	3	1	1	5		
8.	<b>Samsung 18.5 inch Monitor</b>	3	1	1	5		
9.	<b>MX Pro 4k Android Box</b>	3	0	0	3		
10.	<b>Laser Printer (HP Laserjet P1566)</b>	0	2	0	2		
11.	<b>Laser Jet Printer (Brother HL-L2361 DN, HP Laser 108a)</b>	15	5	2	22		
12.	<b>Laser Jet Printer (Brother MFC -L2701DW)</b>	1	1	1	3		
13.	<b>Scanner (HP Scanjet 8270, Canon DR-F120)</b>	4	1	0	5		
14.	<b>Projector (Hitachi CP-RX82)</b>	1	0	0	1		
15.	<b>Polycom HDX 8000 HD (with Camera, Mic)</b>	1	0	0	1		
16.	<b>LG 47 inch LCD</b>	1	0	0	1		
17.	<b>Samsung 40 inch LED TV</b>	0	1	1	2		

18.	All in one PC HP PRO ONE 400	0	1	1	2		
19.	Jabra Speaker-cum-Microphone	0	1	1	2		
20.	Logitech N231 Camera	0	1	1	2		
21.	Document Visualizer (Globus)	1	1	1	3		
22.	UPS (2KVA) (Emerson)	1	1	1	3		
23.	1KVA UPS (VC Unit)	1	1	1	3		
24.	UPS (600VA) (Liebert/Numeric)	19	9	5	33		
25.	WD MyCloud 1TB LAN Hard Disk	1	1	1	3		
26.	LAN Points	52	28	18	98		
	<b>Total Cost</b>						
	<b>GST applied on service (if applicable)</b>						
	<b>Grand Total</b>						

**Total amount in words:.....**

**Note:- In case any part of the hardware mentioned in Form-A cannot be repaired, the cost of replacing the faulty part with the new part will be borne by the tenderer only.**

**FORM-B**  
**DESCRIPTION FOR AMC AGENCY**

Item	Response to be filled in by
<b>1. Name of the Bidder</b> [Full name of the firm/company]	
<b>2. Main / Head / Corporate office</b> [Full address, telephone numbers, fax numbers, and email address ]	
<b>3. Name and designation of the CEO/Owner of the company</b> [Name, designation and full address of the Chief Executive Officer of the bidding organization, including contact numbers and email address]	
<b>4. Dealing Office</b> [i.e. the office dealing with this proposal] [Full address, telephone and fax numbers]	
<b>5. Name and designation of the contact person dealing with this project</b> [Name, designation and full address of the contact person of the dealing office, including contact numbers and email address]	
<b>6. Helpdesk Contact:</b> <b>email ID :</b> <b>Contact No.</b>	

-----  
Signature & Seal

**FORM –C**  
**DECLARATION REGARDING ACCEPTANCE OF TERMS & CONDITIONS**  
**CONTAINED IN THE RFP DOCUMENT**

To

The District and Sessions Judge,  
Kinnaur Civil and Sessions Division,  
at Rampur Bushahr, H.P.

Sir,

“Jai Hind”

I have carefully gone through the Terms & Conditions contained in the RFP Document for ‘AMC of hardware (attach at Form-A) for District Court, Kinnaur at Rampur Bushahr.

I declare that all the provisions of this RFP Document are acceptable to my Company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours truly,

Signature.....

Name:.....

Designation:.....

Company:.....

Address:.....

Date :.....

Place :.....



**FORM –D**  
**DECLARATION REGARDING CLEAN TRACK RECORD**

To

The District and Sessions Judge,  
Kinnaur Civil and Sessions Division,  
at Rampur Bushahr, H.P.

Sir,

“Jai Hind”

I have carefully gone through the Terms & Conditions contained in the Tender Document for ‘AMC of hardware for District Court, Kinnaur at Rampur Bushahr.

I hereby declare that my company has not been debarred/black-listed by any Government/ Semi Government organizations. I further certify that I have been authorized by the competent authority in my company to make this declaration.

Yours truly,

Signature.....

Name:.....

Designation:.....

Company:.....

Address:.....

**Form-E**  
**Form for Performance Bank Guarantee (PBG)**

To

The District and Session Judge  
Kinnaur Civil and Sessions Division  
at Rampur Bushahr, H.P.

Dear Sir,

PERFORMANCE BANK GUARANTEE – AMC of hardware for District  
Courts of Kinnaur Division, H.P., M/s. (name of Bidder),  
.....

We are aware of the fact that as per the terms of the Contract, M/s.....  
(Name of Bidder) is required to furnish an unconditional and irrevocable Bank Guarantee in  
your favor for an  
Amount INR.....  
..... (in words and figures), being equivalent to 5%  
of the total of the price as quoted in the commercial bid submitted by the constituent and  
guarantee the due performance by our constituent as per the Contract and do hereby agree  
and undertake to pay any and all amount due and payable under this bank guarantee, as  
security against breach / default of the said Contract by our Constituent.

In consideration of the fact that our constituent is our valued customer and the  
fact that he has entered into the said Contract with you, we, (name and address of the bank),  
have agreed to issue this Performance Bank Guarantee.

Therefore, we (name and address of the bank) hereby unconditionally and  
irrevocably guarantee you as under:

In the event of our constituent committing any breach / default of the said  
Contract, and which has not been rectified by him, we hereby agree to pay you forthwith on  
demand such sums not exceeding the sum of  
INR..... (In words  
and figures) without any demur.

Notwithstanding anything to the contrary, as contained in the said Contract, we agree that your decision as to whether our constituent has made any such default(s) / breach(s), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said Contract, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

This Performance Bank Guarantee shall continue and hold good till the completion of the warranty period, subject to the terms and conditions in the said Contract.

We bind ourselves to pay the above said amount at any point of time commencing from the date of the said Contract until the completion of the warranty period for the total solution as per said Contract.

We further agree that the termination of the said agreement, for reasons solely attributable to our constituent, virtually empowers you to demand for the payment of the above said amount under this guarantee and we would honor the same without demur.

We hereby expressly waive all our rights:

We the Guarantor, as primary obligor and not merely Surety or Guarantor of collection, do hereby irrevocably and unconditionally give our guarantee and undertake to pay any amount you may claim (by one or more claims) up to but not exceeding the amount mentioned aforesaid during the period from and including the date of issue of this guarantee through the period.

We specifically confirm that no proof of any amount due to your under the Contract is required to be provided to us in connection with any demand by you for payment under this guarantee other than your written demand.

Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.

If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.

This Performance Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in the constitution or by

any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to the benefit of you and be available to and be enforceable by you during the period from and including the date of issue of this guarantee through the period.

Notwithstanding anything contained hereinabove, our liability under this Performance Guarantee is restricted to INR..... (in words and figures) and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the aforesaid date of expiry of this guarantee.

We hereby confirm that we have the powers to issue this Guarantee in your favour under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is / are the recipient of authority by express delegation of powers and has/ have full power(s) to execute this guarantee under the Power of Attorney issued by the bank in your favour.

We further agree that the exercise of any of your rights against our constituent to carry out the contractual obligations as per the said Contract would not release our liability under this guarantee and that your right against us shall remain in full force and effect, notwithstanding any arrangement that may be entered into between you and our constituent, during the entire currency of this guarantee.

Notwithstanding anything contained herein:

Our liability under this Performance Bank Guarantee shall not exceed INR..... (in words and figure);

This Performance Bank Guarantee shall be valid only up to the completion of warranty period for the Total Solution;

Any payment made herein under shall be free and clear of and without deduction for or an account of taxes, levies, imports, charges, duties, fees, deductions or withholding of any nature imposts.

This Performance Bank Guarantee must be returned to the bank upon its expiry. If the bank does not receive the Performance Bank Guarantee within the above-mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.

Dated ..... this ..... Day ..... 2022

Yours faithfully,

For and on behalf of the ..... Bank,

(Signature)

Designation

Seal

(Address of the Bank)

**Note: - This guarantee will attract stamp duty as a security bond. A duly certified copy of the requisite authority conferred on the official(s) to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence in the matter.**