

OFFICE OF DISTRICT AND SESSIONS JUDGE, SOLAN, DISTRICT SOLAN H.P.

No D&SJ/SLN/CM/Computer/2021: 28403 To 6406

Dated Solan 17.08.2021

From

18
The District and Sessions Judge,
Solan, Himachal Pradesh

Subject:

Annual Maintenance Contract of Computer Hardware under e-Courts Project in respect of Civil and Session Division, Solan.

Competitive item wise commercial offers are invited from eligible and reputed organizations for AMC of Computer hardware for Solan and four Taluka i.e. Kasauli, Nalagarh, Arki and Kandaghat.

The interested parties are requested to furnish earnest money is 5% of total amount of the bid cost. The cost is to be paid through bank draft/Bankers Pay order favouring District & Sessions Judge, payable at Solan. Bids not accompanied by the earnest money will not be considered and will be rejected.

The rate quotations complete in all respect along with requisite earnest money of aforesaid tender(s)/ Quotation(s) should reach the Office of the District & Sessions Judge, Solan on or before 30/09/2021 at 2:45 PM. The sealed bid/quotation should be addressed to "The District & Sessions Judge, Solan – 173212.

The Annual Maintenance Contract shall remain effective for period of one year from the signing of services level agreement.

Yours Faithfully,

(Virender Sharma)

District and Sessions Judge,
Solan, District Solan, H.P. A

Encls: Bid Document

Endst. No: D&SJ/SLN/CM/Computer/2021: 28403 To 6406 A 18 8 2021

Copy forwarded to:-

1. The Chairman (The Senior Most Additional District and Sessions Judge, Solan), Purchas Committee/Local Purchase Committee for the evaluation of the Bid documents.
2. The Civil Nazir of this office with the direction to deal the matter pertaining to financial matter i.e. purchase/ repair of spares and maintenance of AMC after completing all the codal formalities as prescribed in the rules.
3. The Technical Manpower of this office for information with the direction to upload the tender on official website of this office.
4. Notice Board of this Court.

(Virender Sharma)

District and Sessions Judge,
Solan, District Solan, H.P. A

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

For

District Court, Solan
(Himachal Pradesh)

District and Sessions Judge, Solan Pin-173212

Tel: 01792-220541 Fax: 01792-223513

**Email: ecourts-hps01@indiancourts.nic.in
cdlsa.solan@gmail.com**

Website: <https://districts.ecourts.gov.in/solan>

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SECTION-I
TENDER FOR INVITATION OF QUOTATIONS
District Court, Solan
INVITATION FOR COMMERCIAL OFFER

1. OVERVIEW

District Court, Solan, 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 Solan district 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, Solan on or before **30/09/2021** at **2:45 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 earnest money 5% of total bidding cost of AMC in the form of a bank guarantee or bank draft of the nationalized or recognized banking institution in the favour of The District & Sessions Judge, Solan payable/drawn at Solan. Any quotation received without earnest money shall be liable to be rejected straightway. However, the earnest money received from the unsuccessful tenderers shall be released to them without interest within a reasonable period.

The sealed bid/quotation should be addressed to **“The District & Sessions Judge, Solan – 173212”** 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 & Sessions Judge, Solan/ 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 18/08/2021 onwards till 30/09/2021
Price of tender document.	Nil
Earnest Money Deposit (EMD)	5% of total bid cost
Pre-Bid Conference	Dated 01/09/2021 at 2:30 PM at Conference Hall, District Court, Solan, HP
Last date for submission of bids	30-09-2021 at 2:30 PM hrs
Opening of commercial bids	30-09-2021 at 4:00 PM hrs
Down load sites	https://districts.ecourts.gov.in/solan

3. CONDITION FOR BIDDER

The tender(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 the effete at least on resident engineer at Solan should be already providing such maintenance services to Departments 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 District and Sessions Division Solan, alongwith Taluka Court at various location of Solan division (Seven courts at four different location i.e. Kasauli, Nalagarh,Arki ,Kandaghat) which have to cover under AMC

Detail is given as below:

Sr. No	Description of Computer Hardware	Quantity at Court Complex					Total Unit
		Solan	Arki	Kandaghat	Kasauli	Nalagarh	
1	Slim Client PCS HP 6000 Pro small form factor (2GB RAM, 512 GB HDD) Including Monitor, Keyboard and Mouse etc.	5	2	2	2	3	14
2	Thin Client PCs HP vc 4725 LN2 2GF/ICR SPL TC India (2 GB Flash Memory) Including Monitor, Keyboard and mouse etc.	16	3	3	7	10	39
3	HP Laser Jet Printers P 1008	5	0	0	0	0	5
4	HP Laser Jet Printers P 1566	0	1	1	2	3	7
5	Dot Matrix Printer TVS 455 XL Classic	5	1	1	2	3	12
6	Server HP PROLINT DL 185 G5, Hard Disk 320 GB, RAM 6GB	2	0	0	1	2	5
7	Scanner HP Scan jet8270	1	1	1	1	2	6
8	ATEN KVM switch CS 1708A 4 Port ATEBN	1	0	0	1	1	3
9	Digi link 8 Port Switch	2	1	1	0	0	4
10	Digi link 24 Port Switch	2	0	0	2	2	6
11	Router Cisco 2800 series	1	0	0	0	0	1
12	Uniline UPS capacity 2 KVA	0	1	1	1	1	4
13	Uniline UPS capacity 1 KVA	1	0	0	0	0	1
14	Uniline UPS capacity 500 VA	5	2	2	2	3	14
15	Projector HITACHI Sr. No HOJH05545	1	0	0	0	0	1
16	USB Hard Disk	1	1	1	1	1	5
17	Dot matrix Epson LX 300 DMP	5	1	1	2	3	12
18	ACER PC	5	1	1	2	3	12
19	UPS 600VA	5	1	1	2	3	12
20	LAN Points	46	17	17	23	29	132
21	Switch 24 Port	4	2	2	3	2	13

5. LOGISTIC

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

6. QUALITY ASSURANCE

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

7. ROLES AND RESPONSIBILITY

- Technical support services/ maintenance for all items (prescribe in Form-A) for period of one year.
- Have to visit all location of Taluka (Seven courts at four different location i.e. Kasauli, Nalagarh, Arki, Kandaghat) Court and repair/ replace faulty items when required.
- Maintains the user log of all complaint lodged by District Court, Solan.
- Provide the helpdesk for lodge the complaint of faulty items.
- The agency/Party has to carry out the scheduled preventive maintenance atleast once in three months for which it shall depute the competent service engineers to inspect the computer's hardware/equipment covered under the project.
- All spare parts which include service and spares will be covered under the preview of AMC and will be attended by the service engineers, excluding 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. TERM

- Contract shall remain effective for period of one year.
- The system maintenance charges shall exclude the cost of consumable items i.e. Printer cartridge and computer stationary.
- This contract does not cover the damages due to rodents, cockroaches.
- The AMC provide 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.

10. BIDDING PROCESS

The bidding process would be transparent single stage bidding process.

11. INVITATION FOR BIDS

District & Sessions Judge, Solan invites bids only commercial bid based on which evaluation of the bid would be done. Commercial offer ranked as R1 (who is lowest rate quote) will be retained and for other agency earnest money will be returned.

12. EARNEST MONEY

The earnest money is 5% of total amount of the bid cost. The cost is to be paid through bank draft/Bankers Pay order favoring & Sessions Judge, payable at Solan. Bids not accompanied by the earnest money will not be considered and rejected.

13. INSTRUCTIONS TO BIDDER

Single stage single envelope bidding process

The tenderer will submit the response to the present tender in single envelope which contains following items:

(ENVELOPE- I): Commercial Offer – (1 original + 3 copies in Envelope I)

(ENVELOPE-II): EMD (earnest money)

14. PRE-BID CONFERENCE AND CLARIFICATION OF THIS DOCUMENT

The Pre-Bid Conference tentatively scheduled to occur as per key events in this RFP at Conference Hall, District Court, Solan on 01-09-2021 at 2:30 P.M.

15. COST OF BIDDER

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

16. 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

17. BID CURRENCIES

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

18. PERFORMA AND SCHEDULES

Item	Description
Form-A	Commercial 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)

19.AWARD OF CONTRACT

The bidder whose commercial offer will be lowest will be ranked as R1. If District & Sessions Judge, Solan 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.

20. Service Level Agreement (SLA)

The R1 bidder would be required to enter into a Service Level Agreements with the District & Sessions Judge, Solan 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 Solan will be at liberty to forfeit the EMD and R2 will be invited to sign Service Level Agreement.

21. Performance Bank Guarantee

- This Performance Bank Guarantee will be for an amount, equivalent 5% of total bid cost.
- The Performance Bank Guarantee may be discharged / returned by District & Sessions Judge, Solan, 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.

22. REJECTION OF OFFER

The District & Sessions Judge, Solan reserves the right to reject any bid or all bids without assigning any reason.

23. TERMINATION OF CONTRACT

The District and Session Judge, Solan 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.

24. 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

25. 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

26. PENALTY

Non adherence to the specified time frame will attract penalty up to Rs. 500 per day after 3 day logging the call by District Court, Solan.

27. CORRUPT OR FRAUDULENT PRACTICE

- The District & Sessions Judge, Solan 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:
- “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.
- “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 & Sessions Judge, Solan, and includes collusive practices among Tenders (Prior to or after tender submission) designed to establish tender prices at artificial noncompetitive levels and to deprive the Purchaser of the benefits of the free and open competition.
- The District & Sessions Judge, Solan 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

Commercial bid format

(To be filled by bidder)

FORM – A

Sr. No	Description of Computer Hardware	Quantity at Court Complex						Total Unit	Unit cost	Total cost
		Solan	Arki	Kandaghat	Kasauli	Nalagarh				
1	Slim Client PCS HP 6000 Pro small form factor (2GB RAM, 512 GB HDD) Including Monitor, Keyboard and Mouse etc.	5	2	2	2	3	14			
2	Thin Client PCs HP vc 4725 LNZ 2GF/ICR SPL TC India (2 GB Flash Memory) Including Monitor, Keyboard and mouse etc.	16	3	3	7	10	39			
3	HP Laser Jet Printers P 1008	5	0	0	0	0	5			
4	HP Laser Jet Printers P 1566	0	1	1	2	3	7			
5	Dot Matrix Printer TVS 455 XL Classic	5	1	1	2	3	12			
6	Server HP PROLINT DL 185 G5, Hard Disk 320 GB, RAM 6GB	2	0	0	1	2	5			
7	Scanner HP Scan jet8270	1	1	1	1	2	6			
8	ATEN KVM switch CS 1708A 4 Port ATEBN	1	0	0	1	1	3			
9	Digi link 8 Port Switch	2	1	1	0	0	4			
10	Digi link 24 Port Switch	2	0	0	2	2	6			
11	Router Cisco 2800 series	1	0	0	0	0	1			
12	Uniline UPS capacity 2 KVA	0	1	1	1	1	4			
13	Uniline UPS capacity 1 KVA	1	0	0	0	0	1			
14	Uniline UPS capacity 500 VA	5	2	2	2	3	14			
15	Projector HITACHI Sr. No HOJH05545	1	0	0	0	0	1			
16	USB Hard Disk	1	1	1	1	1	5			
17	Dot matrix Epson LX 300 DMP	5	1	1	2	3	12			
18	ACER PC	5	1	1	2	3	12			
19	UPS 600VA	5	1	1	2	3	12			
20	LAN Points	46	17	17	23	29	132			
21	Switch 24 Port	4	2	2	3	2	13			
Total Cost										
GST applied on Service (if applicable)										
Grand Total										

Total amount in words:.....

Form-B

DESCRIPTION FOR AMC AGENCY

<i>Item</i>	<i>Response to be filled in by</i>
1. Name of the Bidder [Full name of the firm/company]	
2. Main / Head / Corporate office [Full address, telephone numbers, fax numbers, and email address]	
3. Name and designation of the CEO/Owner of the company [Name, designation and full address of the Chief Executive Officer of the bidding organization, including contact numbers and email address]	
4. Dealing Office [i.e. the office dealing with this proposal] [Full address, telephone and fax numbers]	
5. Name and designation of the contact person dealing with this project [Name, designation and full address of the contact person of the dealing office, including contact numbers and email address]	

Signature & Seal

FORM - C

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

To

The District and Sessions Judge,
Civil and Sessions Division,
Solan.

Sir/ Madam,

“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, Solan'.

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,
Civil and Sessions Division,
Solan.

Sir/ Madam,

“Jai Hind”

I have carefully gone through the Terms & Conditions contained in the Tender Document for ‘AMC of hardware for District Court, Solan’.

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
Civil and Sessions Division
Solon

Dear Sir,

PERFORMANCE BANK GUARANTEE – AMC of hardware for District Court,
Solon

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 sum/s 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 power/s 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 power/s 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 hereunder 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 2021

Yours faithfully,

For and on behalf of the Bank,

(Signature)

Designation

(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.