



OFFICE OF THE PR. ACCOUNTANT GENERAL (A&E), WEST BENGAL  
2-GOVT. PLACE (WEST), TREASURY BUILDINGS,  
KOLKATA – 700 001  
Phone – 2213-8031



NIT No. PAGAE-ITSM0ITSC(AMC)/01/2019-ITSC

Date: 07/03/2022

### **NOTICE INVITING QUOTATIONS**

Sealed Quotations are invited in **two bid system** from reputed and resourceful firms having expertise and know-how in the field of Maintenance of Computer Systems and Software including Operating Systems (Linux, windows, etc.) for entering into comprehensive Annual Maintenance Contract (AMC) for about **8 Servers, 460 Desktops, 229 Printers, 47 Flatbed/High-speed/Overhead/Barcode Scanners, 15 Laptops and 02 Projectors (detailed list in Annexure-C)** along with facility management & complete network maintenance and solutions at Treasury Buildings , 2-Government Place (West) , G. I. Press Building and Managers' Bungalow at 8 K.S. Roy Road, Kolkata-700 001 for the period from **01<sup>st</sup> April 2022 to 31<sup>st</sup> March 2023** under the following terms and conditions.

<b>1. Company Profile</b>	<b>i)</b> The firm should have experienced Service Engineers for attending to LINUX/Windows Servers, Network, PC's, Printers, Operating System viz. LINUX, Windows etc. and should attend to critical problems of IT system as and when occurs. <b>ii)</b> Experience in rendering AMC to any Central/State Govt. Office is desirable.
<b>2. Rate</b>	<b>Rate should be quoted in the enclosed pro-forma of Bidding Sheet – Financial (Annexure-C) only</b> , which should be <b>all inclusive cost for On-site Comprehensive AMC</b> . The rate is to be quoted separately for each item.
<b>3. Validity</b>	The quoted rate should be valid for a minimum period of 90 days.
<b>4. Scope of AMC</b>	(i) Conditional quotation will not be accepted. (ii) This office reserves the right to negotiate amongst all L-1 bidders, in case of multiple L-1 bidders. (iii) This office however, does not bind itself to accept the L-1 bidder. (iv) The AMC will be comprehensive on-site. The selected vendor is bound to provide support services in respect of all hardware items as given in the Bidding Sheet – Financial (Annexure-C). All networking faults (Internet and Intranet) should be redressed immediately for all scheduled and unscheduled calls. (v) The vendor has to conduct 'Preventive Maintenance' services including inside cleaning once in six months and any number of break down calls. (vi) Replacement and servicing of components is to be done on-site preferably. In extreme case the components may be allowed to be taken to vendor's workshop/authorized service centers with proper documentation. In cases, if the repairing/replacement period is more than 2 days, the vendor has to install a substitute item for the same for smooth functioning of the system, except consumables like media, Ink Cartridges, Ribbons, etc.

	<p>(vii) <b>‘Outside Cleaning and Dusting’ of the hardware with liquid to remove dust, paper particles etc is to be carried out once in a month.</b></p> <p>(viii) Critical components like Server/LAN are to be set right within 1-2 hours of report and all other problems are to be set right within 4-5 hours of report. In case of delay in repair, a suitable substitute item /replacement should be provided immediately.</p> <p>(ix) Technical assistance is to be provided to the Sectional in-charge /staff in upgrading / updating a PC / console with downloaded Anti-virus patch in case of any problem.</p>
<b>5. Terms and Conditions</b>	<b>Detailed Terms and Conditions are attached as Annexure-A with this NIQ.</b>
<b>6.Last date of submission of Bids.</b>	<b>24/03/2022 at 14:00 Hrs.</b>
<b>7.Posting of Resident Engineer</b>	<p>i) <b>Three experienced engineers (at least one engineer with Network Administrator certification and one engineer with experience in repair of Printers and Scanners)</b> are to be posted in this office on all working days of this office (10:00 A.M to 06.30 P.M. from Monday to Friday) for providing immediate maintenance support.</p> <p>ii) Additional personnel should be deployed for cleaning and dusting of hardware items.</p>
<b>8. Payment Terms</b>	<b>Payment will be made on half yearly basis. AMC payment for the first half will be made on completion of the first half yearly period of the AMC (01.04.2022 to 30.09.2022) and payment for the second half yearly period (01.10.2022 to 31.03.2023) will be made on successful completion of the second half yearly period of the AMC.</b>
<b>9. E. M. D.</b>	Earnest Money Deposit of <b>Rs. 20,000/=</b> is required to be submitted along with the bid in the form of Demand Draft drawn on any Nationalised/Scheduled Bank in favour of <b>“PAO (Audit), Office of the Pr. Accountant General (A&amp;E), West Bengal”</b> payable at <b>Kolkata.</b>
<b>10. Performance Security</b>	Performance Security equivalent to 3% of the total AMC value is to be <b>submitted by the successful vendor</b> in the form of Bank Guarantee or Demand Draft as per Annexure-A, Section-B, Clause-2 of the Terms and Conditions.

In order to participate in the bidding process, bidders should follow the procedure described below for submitting their bids. Failure to do so may result in the bid being eliminated at the examination stage as nonresponsive.

Submit sealed envelopes containing technical bid and financial bid separately in the following manner:

**Envelope -I — Technical Bid (Eligibility Criteria)** comprising of documents describing the technical competence and experience of the bidder(s) in the Bidding sheet - Technical (**Annexure-B**) of this tender document along with a **Bid Application Form on the letter head of the company**. The specimen format of the covering letter is attached as **Format-I** in this tender document.

The envelope has to be sealed and super-scribed as "TECHNICAL BID FOR AMC OF COMPUTER HARDWARE".

**Envelope -II – Financial Bid** containing the price bid in the Bidding Sheet - Financial (**Annexure-C**) of this tender document.

The envelope has to be sealed and super-scribed as "FINANCIAL BID FOR AMC OF COMPUTER HARDWARE".

Both the Envelope –I and Envelope –II to be placed inside an another Envelope, sealed and super scribed as "BID FOR AMC OF COMPUTER HARDWARE " indicating the number and date of this tender addressed to :

**The Sr. Deputy Accountant General (Admn) & ITSM,**  
Office of the Pr. Accountant General (A&E), West Bengal,  
Treasury Buildings,  
2-Government Place (West),  
Kolkata – 700 001

**The Financial bid of the Bidders who become technically qualified in the bidding process will only be considered for Financial evaluation and selection of L1 bidder.**

The closed covers may be submitted to "**IT Support Cell**" of this office latest by **24/03/2022 at 14:00 Hrs.** The Technical Bids will be opened on the same day at 15:00 Hrs. in the presence of bidders, if any. The opening date and time of the Financial Bids will be intimated to the technically qualified bidder later on. The interested firms are advised to inspect the machines, different systems and sub-systems in their own interest before quoting rates, as no request for any change in either Rate or Terms & Conditions will be entertained after submission of quotation by the firms on the plea of any lack of information about the systems/machines/ networks etc. This office reserves the right to accept/reject any or all of the tenders any time at its discretion without assigning any reasons thereof. In case of any dispute pertaining to the tender the decision of this office shall be final and binding.

**SR. ACCOUNTS OFFICER**  
*(IT-SUPPORT CELL)*

TERMS AND CONDITIONS

The following Terms and Conditions are a part of the Main Contract and form an integral part of the same. The clause(s) as mentioned below is/are to be strictly complied during the AMC period.

**A. Terms & Conditions:**

1. The tenderer will provide maintenance service to the hardware items (Annexure-C) and at the rates as specifically quoted by them for the period from **01.04.2022** to **31.03.2023**. The rates shall be inclusive of all taxes, levies, duties, etc. The quoted rates shall remain fixed during the contract period without any escalation on account of any reason whatsoever. The effective date of the commencement of AMC shall be **01<sup>st</sup> April 2022**.
2. The number of hardware items as mentioned in the AMC Bidding Sheet (Annexure-C) may increase or decrease depending upon the age of the assets or decision of the Competent Authority to bring in or exclude from the same under the purview of AMC.
3. The maintenance should be rendered directly by the tenderer. Engagement of any subcontractor / sub-vendor for the purpose will not be accepted.
4. The **AMC is Comprehensive On-Site** and includes free replacement of all parts required for repairing of items except consumables like media, Ink Cartridges, Ribbons and Plastic covers. LED/LCD/CRT Panels, Printer Heads, Printer rollers, Power Adapters etc. are also covered under maintenance contract.
5. The tenderer will provide at least **three experienced resident engineers (at least one engineer with Network Administrator certification and one engineer with experience in repair of Printers and Scanners)** in this office during office hours on all working days for immediate restoration of any breakdown calls to the systems under contract. The service engineers are to put their signature with time in the Attendance Register kept at IT Support Cell of this office. They shall have to attend office during holidays, before or after scheduled office hours with prior approval of this office, in case of requirement. In case of absence of any service engineer, suitable replacement should be provided by the vendor in time.
6. It is obligatory on the part of the tenderer to restore the system on priority basis. Critical components like Server/Desktops /LAN etc. are to be set right within 2 hours of calls. Non-restoration of any breakdown of Servers/Network system (either by repair or by replacement) within 48 Hrs. after breakdown will attract a **penalty of Rs.500/- (Rupees Five Hundred only) per item per day** till the completion/closure of call and the penal amount will be deducted from the subsequent bill/ Performance Security.
7. Minor problem of warranty items shall be sorted out by the Resident Engineers themselves. If there is any major complaint/defect on any warranty items, then only the warranty engineer will attend the problem. Follow-up action shall be taken up with "Warranty" engineers so as to ensure the call closure at the earliest.
8. In cases where the repair/rectification of the hardware items is not feasible on-site, then the components may be allowed to be taken to the vendor's workshop/authorized service centers with proper documentations. If the repair/rectification period is likely to take **more than 2 days** then the vendor has to install a substitute item against the defective item for smooth functioning of this office.
9. Parts of PCs/Laptops/Servers/Printers/Scanner/LAN Systems (all active and passive components such as Switch, Modem, Router etc. except LAN cables) which are damaged/non-

functional/defective (Other than due to Fire/Flood/Natural Disaster/Earthquake) shall be replaced by the new/original parts of the same model & make and the cost of the replacement shall be borne by the tenderer. In case such new parts are not compatible with the existing part(s), the requisite existing part(s) of the item shall also be replaced with the new/original parts of the same brand without any additional cost. **(Acceptance of the replacement items of other brand is at the discretion of this office. Non-branded/non-renowned brand components are not at all acceptable by this office).**

10. The items taken for repair to the workshop/authorized service centers must be returned after repair within 10 (ten) days. In case of delay beyond that period, the reason for the same is to be intimated in writing to this office. However, delay in returning the items beyond 45 (forty five) days in any case is not allowed and will be viewed seriously. Thereafter, Penalty of **Rs.500/- (Rupees five hundred only)** per instance per item will be imposed for the delay in returning the hardware beyond the period of forty five days after repair / replacement provided.

11. In the event an IT Asset is irreparable, then **the irreparable items shall be replaced with a new IT Asset of the same Model/Brand or Model of higher configuration of the same brand** and the cost of the new IT Asset shall be borne by the tenderer. Returning of the IT Assets in unserviceable conditions on the ground that parts are not available for repair will not be entertained by this office. The vendor must have to provide suitable replacement against any such irreparable item.

12. The Complaint Register shall be closed daily by the Resident Engineers showing the number of call received, call closed and call pending etc. A report regarding the same shall be submitted to this office at the end of each day.

13. All PCs/Printers/Servers/Scanners/LAN Systems components shall be cleaned thoroughly with cleaning liquid to remove dust and paper particles **once in every month. A compliance report** on cleaning of IT Assets shall also be submitted to this office by 10<sup>th</sup> of every month.

14. The tenderer shall provide Preventive Maintenance including inside cleaning with blower to all the systems under contract irrespective of any fault **once in six months**. Each maintenance (preventive and breakdown) should be properly recorded along with dated signature of the resident engineers in the Log Book maintained by this office along with the systems.

**15. Non-conducting of Outside Cleaning and Dusting hardware items with liquid will attract a penalty of Rs.4,000/- (Rupees Four Thousand only) for each instance. Similarly, non-conducting of Preventive Maintenance services including inside cleaning with blower will attract a penalty of Rs.10,000/- (Rupees Ten Thousand only) per instance.**

16. Maintenance Service shall include inspection and maintenance of System Software & free common Application Software (except customized software packages running in different wings of this office), fault finding and restoration of complete network, removal of virus, updating of Anti-virus Software in all PCs/Servers, data backup, formatting of Hard disk and loading of Operating System and Application Software etc. For removal of virus, this office will provide Anti-virus Software. The update patches of the Antivirus software are to be downloaded by the resident engineers. Maintenance of Server(s) will cover Server Management including OS loading and installation of the requisite application software in addition to hardware parts.

17. If the tenderer fails to give proper maintenance support in any case and this office is compelled to get the work done by any open external agency /market, the total expenditure in this regard shall be

recovered from the tenderer. Further, this may also entail the termination of the contract and encashment of the Performance Security furnished by the tenderer.

18. If the tenderer fails to cope up with the workload or does not render satisfactory services, the contract awarded to him shall be cancelled without giving any notice or without assigning any reason whatsoever. The Performance Security submitted by the firm shall be encashed and payment due to him, if any, shall be forfeited. In this connection, decision of the Pr. Accountant General (A&E) shall be final.

19. The tenderer shall handover all the IT items of this office which are under the Comprehensive AMC in working condition on expiry of the contract.

#### **B. Payment Terms :**

**1. Payment will be made on half yearly basis. AMC payment for the first half will be made on completion of the first half yearly period of the AMC (01.04.2022 to 30.09.2022) and payment for the second half yearly period (01.10.2022 to 31.03.2023) will be made on successful completion of the second half yearly period of the AMC.** In case of imposition of any penalty as per clause above, the proportionate deduction will be made from the subsequent payment, if any or from the Performance Security as the case may be. In the case of any withdrawal of hardware items from AMC, the proportionate amount for the same will be deducted from the subsequent bill of the vendor.

2. Performance Security @ 3% of AMC value will have to be deposited with this office in the form of Bank Guarantee (as per FORMAT-II) or in Demand Draft drawn on any Nationalised/Scheduled Bank in favour of **“PAO (Audit), Office of the Pr. Accountant General (A&E), West Bengal”** payable at Kolkata. The Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations.

#### **C. Jurisdiction of courts in case of dispute.**

These terms and conditions/contract are governed by laws of India for the time being in force. Irrespective of the place of delivery, the place of performance or place of payment under the contract, the contract shall be deemed to have been at the place from which the acceptance of tenders have been received i.e. Kolkata. Courts of Kolkata shall alone have jurisdiction to decide any dispute arising out of or in respect of these terms and conditions/ contract.

**Sr. Accounts Officer  
IT-Support Cell**

**Annexure-B**

**BIDDING SHEET - TECHNICAL**

Sl No.	Criteria	Whether met? If so, details thereof with <b><u>Supporting Documents.</u></b>
	<b>Minimum Eligibility Criteria</b>	
1	The firm should have regular employees/professionals/engineers on their payroll for attending to LINUX/Windows Servers, Network, PC's, Printers, Operating System viz. LINUX, Windows etc. and attending critical problems of IT system as and when occurs. (Attach the list of the professionals/engineers along with their qualification)	Yes / No
2	The Firm/Vendor should have experience in providing AMC services of computer hardware to the reputed organization. Experience in rendering AMC to any Central/State Govt. Office is desirable. (Attach copies of the similar work order for the last three financial year).	Yes / No
3.	<b>Bid Application Form</b> as per <b>Format-I</b> of the tender, sealed and signed by the authorized representative of the company.	Yes / No
4.	The bidder should submit a valid Earnest Money Deposit (EMD) in the form of Demand Draft issued by Nationalised/ Scheduled Bank. (Attach Original Demand Draft)	Yes / No
5.	The bidder should have valid PAN Card.(Attach copy of the PAN Card)	Yes / No
6	The bidder should have GST Registration certificate. (Attach copy of the GST Registration certificate)	Yes / No

Place:

Date:

Authorised Signatory  
For and on behalf of the Agency /Company)

**BIDDING SHEET – FINANCIAL**

<b>Sl No.</b>	<b>Hardware Items</b>	<b>Qty</b>	<b>Unit rate (including taxes)</b>	<b>Total Price (Inclusive of Taxes)</b>
<b>Servers (Total Qty - 8)</b>				
1.	Mid Range Server (HP DL 180G6) [with Windows Server 2008 OS]	02 (PAO)		
2.	Mid Range Server (HP ProLiant ML350e) [with LINUX OS]	04 (Pension-3, CGF-1)		
3.	Mid Range Server (HP ProLiant DL360 GEN 9) [with LINUX OS]	01 (VLC Middleware)		
4.	Mid Range Server (HP ProLiant DL360 GEN 9) [with Windows 2012 OS]	01 (Digitization Cell)		
<b>Desktops (Total Qty - 460)</b>				
5.	Core i3 (Wipro), 2 <sup>nd</sup> Generation	66		
6.	Core i3 (Lenovo make, Intel Core-i3-3220 Processor, Intel H-61 Chipset)	08		
7.	Core i3 (HP make, Intel Core-i3-3220 Processor, Intel Q-75 Chipset)	10		
8.	Core i3 (HP make, Intel Core-i3-6320 Processor, Intel Q-150 Chipset)	69		
9.	Core i5 (Lenovo make, Intel Core-i5-3470 Processor, Intel Q-77 Chipset)	06		
10.	Core i5 (HP make, Intel Core-i5-3470 Processor, Intel Q-75 Chipset)	78		
11.	Core i5 (HP make, Intel Core-i5-6320 Processor, Intel Q-150 Chipset)	23		
12.	Core i5 (HP make, Intel Core-i5-7500 Processor, Intel Q-270 Chipset)	110		
13.	Core i5 (HP make, Intel Core-i5- 8500 Processor, Intel Q-370 Chipset)	87		
14.	Core i7 (DELL make, Intel Core-i7-4790 Processor, Intel H-81 Chipset)	01		
15.	Core i7 (DELL make, Intel Core-i7-7700 Processor, Intel Q-270 Chipset)	02		
<b>Printers (Total Qty - 229)</b>				
16.	HP LaserJet 1022	23		
17.	HP LaserJet 1020	13		
18.	HP LaserJet 1020 Plus	20		
19.	HP LaserJet 1010	06		
20.	HP LaserJet P1007	57		
21.	HP LaserJet P1505	20		
22.	HP Laser jet 5200N	01		
23.	HP LaserJet 2035n	01		
24.	HP LaserJet 3050 (All in One)	03		
25.	HP LaserJet M202DW	14		
26.	HP LaserJet M203d/M203dn	22		

27.	BROTHER LaserJet HL2361DN	16		
28.	CANON Laser Printer LBP226dw	08 (wef 21/04/2022)		
29.	HP Colour Laser jet 2600n	02		
30.	HP Colour LaserJet M25 1n	05		
31.	HP Colour LaserJet CP1025	01		
32.	HP Colour LaserJet M452DN	02		
33.	HP Colour LaserJet M252n	02		
34.	HP Multi-Function Printer MFP276DW	01		
35.	HP Desk jet 4268	01		
36.	HP Deskjet K-109G	02		
37.	HP Deskjet 2050 (All in One)	01		
38.	HP Ink Advantage 3777	02		
39.	TVS MSP-455 Classic	01		
40.	Epson Printer LX 300+II	02		
41.	Epson Printer LQ 1310	01		
42.	Epson Printer LX 310	01		
43.	HP Photo-Smart Printer	01		
<b>Scanners (Total Qty - 47)</b>				
44.	HP Scan jet 5590 High Speed	01		
45.	HP Scan jet 5000 Sheet Feed	01		
46.	HP Scan Jet 5000 S4 High Speed	02		
47.	HP Scanner G2400	03		
48.	HP Scanner G2410	16		
49.	HP ScanJet 200	07		
50.	Canon Lide 120	03		
51.	Barcode Scanner	07 + 02 (wef 07/10/2022)		
52.	Fijitsu Overhead Book Scanner	02		
53.	AVISION AV176UA Sheet Feed	03		
<b>Laptops (Total Qty - 15)</b>				
54.	Laptop	13 [HP Touchsmart-01, Dell-01, HP (i3)-03, HP (i5)-06, HCL (i5)-01, Apple Mac Book Air (i5)-01]		
55.	Laptop (Group Officer)	02 [HP Pavilion (i5)-01, Dell Inspiration (i5)-01 ]		
<b>Projector (Total Qty - 02)</b>				
56.	Projector (Sony)	02		
<b>GRAND TOTAL INCLUDING ALL TAXES:</b>				

Place:

Date:

Authorised Signatory  
(For and on behalf of the Agency /Company)

**FORMAT-I**

**Bid Application Form**

**(The Bid Application Form should be on the Letter Head of the Bidding Company)**

Date: \_\_\_\_\_

Reference No: \_\_\_\_\_

From: \_\_\_\_\_ (Insert name and address of Bidding Company)

Tel.#:

Fax#:

E-mail address#

To

**The Sr. Deputy Accountant General (Admn.) & ITSM,**

Office of the Pr. Accountant General (A&E), West Bengal,

Treasury Buildings,

2- Government Place (West),

Kolkata – 700 001

Sub: Response to Tender Document No..... dated.....

for AMC of Computer Hardware.

Dear Sir,

We, the undersigned ..... *[insert name of the 'Bidder']* having read, examined and understood in detail, the Tender Document, hereby submit our response to Tender Document in connection with the Annual Maintenance Contract of Computer Hardware.

The details of Earnest Money Submitted:

<b>Tender No.</b>	
<b>EMD submitted</b>	<b>YES / NO (Please strike off whichever is not applicable)</b>
Amount	
<b>Demand Draft Details:</b>	
DD No.	
Date of Issue	
Name of the Bank	
Bank Address	

**CERTIFICATE AND DECLARATION**

(a) We confirm that we satisfy the qualifying criteria and have attached the requisite documents as documentary proofs. In case you require any further information/ documentary proof in this regard during evaluation of our bid, we agree to furnish the same in time to your satisfaction.

(b) We confirm that in response to the aforesaid Tender Document, we have not submitted more than one response to Tender Document including this response.

(c) It has been certified that all information provided in tender form is true and correct to the best of my knowledge and belief. We hereby declare that our proposal is made in good faith, without collusion or fraud. No forged /tampered document(s) are produced with tender form for gaining unlawful advantage. We understand that the **Office of the Pr. Accountant General (A&E), West Bengal** herein after called as the Purchaser, is authorized to make enquiry to establish the facts claimed and obtained confidential reports from clients.

- (d) In case it is established that any information provided by us is false / misleading or in the circumstances where it is found that we have made any wrong claims, the **Purchaser** is also authorized to blacklist our firm/company/agency and debar us in participating in any tender/bid in future.
- (e) I/We assure the **Purchaser** that neither I/We, nor any of my /our workers, will do any act which is improper / illegal and will indulge in any such acts during the execution in case the tender is awarded to us.
- (f) I/We assure the **Purchaser** that I / We will NOT be outsourcing any work specified in the tender document, to any other firm.
- (g) Our Firm / Company / Agency is not blacklisted or banned by any Govt. Department, PSU, University, Autonomous Institute or any other Govt. Organization.
- (h) I/We certify that, I have understood all the terms & conditions, as indicated in enquiry of the tender document, and hereby give our unconditional acceptance to the same.
- (i) I/We, further certify that I/We, possess all the statutory /non-statutory registrations, permissions, approvals, etc., from the Competent Authority for providing the requisite services.

Yours faithfully,

(Name, Designation and Signature of Authorized Person with Office Seal)

**FORMAT-II**  
**Proforma for Performance Bank Guarantee for Contract**

Reference No. \_\_\_\_\_ Date \_\_\_\_\_

Bank Guarantee No. \_\_\_\_\_

To,

**The President of India**

**Represented by the Pr. Accountant General (A&E)**

**Office of the Pr. Accountant General (A&E), West Bengal**

**Treasury Buildings,**

**2 Govt. Place (West)**

**Kolkata – 700 001**

Against contract vide advance acceptance of the Tender No. .... dated ..... covering 'Annual Maintenance Contract of the Computer Hardware' in the office of the Pr. Accountant General (A&E), West Bengal (hereinafter called the said 'contract') entered into between **Office of the Pr. Accountant General (A&E), West Bengal** (herein called the Purchaser) and **M/s** ..... (*name of the Vendor*) of ..... (*address of the Vendor*) (herein called the Vendor/Service Provider) this is to certify that at the request of the Service Provider, we \_\_\_\_\_ (Name of the Bank), are holding in trust in favour of the Purchaser, the amount of **Rs..... (in words)** to indemnify and keep indemnified the Purchaser against any loss or damage that may be caused to or suffered by the Purchaser by reason of any breach by the Service Provider of any of the terms and conditions of the said contract and/ or in the performance thereof. We agree that the decision of the Purchaser, regarding whether any breach of any of the terms and conditions of the said contract and/ or in the performance thereof has been committed by the Service Provider and the amount of loss or damage that has been caused or suffered by the Purchaser shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Purchaser.

We \_\_\_\_\_ (Name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfilment in all respects of the said contract by the Service Provider i.e. till ..... (viz. the date up to period of contract plus 60 days) hereinafter called the said date and that if any claim accrues or arises against us \_\_\_\_\_ (Name of the Bank) by virtue of this guarantee before the said date, the same shall be enforceable against us \_\_\_\_\_ (Name of the Bank), notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us \_\_\_\_\_ (Name of the Bank), by the Purchaser before the said date.

Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the Purchaser.

It is fully understood that this guarantee is effective from the date of the said contract and that we \_\_\_\_\_ (Name of the Bank), undertake not to revoke this guarantee during its currency without the consent in writing of the Purchaser.

We undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Service Provider in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present bond being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Service Provider shall have no claim against us for making such payment.

We \_\_\_\_\_ (Name of the Bank), further agree that the Purchaser shall have the fullest liberty, without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said contract or to extend time of performance by the Service Provider from time to time or to postpone for any time or from time to time any of the power exercisable by the Purchaser against the said Service Provider and to forebear or enforce any of the terms and conditions relating to the said contract and we, \_\_\_\_\_ (Name of the Bank), shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Service Provider or for any forbearance by the Purchaser to the said Service Provider or for any forbearance and/or omission on the part of the Purchaser or any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision have the effect of so releasing us from liability under this guarantee.

This guarantee will not be discharged due to the change in the constitution of the bank or the Service Provider.

Date \_\_\_\_\_

Place \_\_\_\_\_

Signature \_\_\_\_\_

Witness \_\_\_\_\_

Printed Name \_\_\_\_\_

**(Bank's common seal)**